



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 21, 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**

**PRESENTATIONS**

**A. Community Member's Appreciation Presented by Mayor Harvey**

**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 first reading of 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*  
*Submitted by: Scott Dunlop, Development Services Director*
- 2. Conduct a public hearing on a Short Form Final Plat for one (1) lot on .23 acres, more or less, and being located at 707 Bastrop St, Manor, TX for variances to allow for 40 ft lot width, 20 ft front setback, 5 ft side setbacks, and 10 ft rear setback.**  
*Applicant: SAVVY ATX REALTY LLC*  
*Owner: Wenkai Chen*  
*Submitted by: Scott Dunlop, Development Services Director*
- 3. Conduct a public hearing on the first reading of an Ordinance rezoning two (2) lots on .297 acres, more or less, at 108 W Boyce & 104 W Boyce St., Manor, TX from Single Family (SF-1) to Downtown Business (DB).**  
*Applicant: Jiwon Jung*  
*Owner: Build Block*  
*Submitted by: Scott Dunlop, Development Services Director*
- 4. Conduct a public hearing on the first reading of a Preliminary Planned Unit Development (PUD) Site Plan for the Okra Tract Development, three hundred and thirty-one (331) lots on 113.4 acres, more or less, and being located at 14418 N. FM 973, Manor, TX.**  
*Applicant: Sotol Ventures*  
*Owner: Dalton Wallace*  
*Submitted by: Scott Dunlop, Development Services Director*
- 5. Conduct a public hearing on a Subdivision Concept for the New Haven, two hundred seventy-eight (278) lots on 90.3 acres, more or less, and being located near the intersection of Gregg In and FM 973, Manor, TX.**  
*Applicant: Jones Carter*  
*Owner: Gregg Lane Dev., LLC*  
*Submitted by: Scott Dunlop, Development Services Director*
- 6. Conduct a Public Hearing on the levying of assessments in Improvement Area #3 of the Manor Heights Public Improvement District.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 7. Conduct a Public Hearing on the issuance of Improvement Area #3 Bonds for the Manor Heights Public Improvement District.**  
*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.

- 8. Consideration, discussion, and possible action to approve the City Council Minutes of June 7, 2023, City Council Regular Meeting.**  
*Submitted by: Lluvia T. Almaraz, City Secretary*
  
- 9. Consideration, discussion, and possible action on accepting the May 2023 Departmental Reports.**  
*Submitted by: Scott Moore, City Manager*
  - Finance – Lydia Collins, Director of Finance
  - Police – Ryan Phipps, Chief of Police
  - Travis County ESD No. 12 – Ryan Smith, Fire Chief
  - Economic Development – Scott Jones, Economic Development Director
  - Development Services – Scott Dunlop, Development Services Director
  - Municipal Court – Sarah Friberg, Court Clerk
  - Public Works – Matt Woodard, Director of Public Works
  - Manor Cemetery – Nora Sanchez, MC Manager
  - Human Resources – Tracey Vasquez, HR Manager
  - IT – Phil Green, IT Director
  - Administration – Lluvia T. Almaraz, City Secretary
  
- 10. Consideration, discussion, and possible action on the Purchase Agreement with Benny Paul Mark Gundy and Aarthi Reddy Mark Gundy for a wastewater easement with a temporary construction easement.**  
*Submitted by: Scott Moore, City Manager*
  
- 11. Consideration, discussion, and possible action on the Purchase Agreement with Michael Edward Swier and Crista Marie Swier, Trustees of the Layla Trust for a wastewater easement with a temporary construction easement.**  
*Submitted by: Scott Moore, City Manager*
  
- 12. Consideration, discussion, and possible action on the Purchase Agreement with Manor Elite Residences, LLC for a wastewater easement with a temporary construction easement.**  
*Submitted by: Scott Moore, City Manager*

## REGULAR AGENDA

- 13. First Reading:** Consideration, discussion, and possible action on the first reading of 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*  
*Submitted by: Scott Dunlop, Development Services Director*
- 14.** Consideration, discussion, and possible action on a Short Form Final Plat for one (1) lot on .23 acres, more or less, and being located at 707 Bastrop St, Manor, TX for variances to allow for 40 ft lot width, 20 ft front setback, 5 ft side setbacks, and 10 ft rear setback.  
*Applicant: SAVVY ATX REALTY LLC*  
*Owner: Wenkai Chen*  
*Submitted by: Scott Dunlop, Development Services Director*
- 15. First Reading:** Consideration, discussion, and possible action on an Ordinance rezoning two (2) lots on .297 acres, more or less, at 108 W Boyce & 104 W Boyce St., Manor, TX from Single Family (SF-1) to Downtown Business (DB).  
*Applicant: Jiwon Jung*  
*Owner: Build Block*  
*Submitted by: Scott Dunlop, Development Services Director*
- 16. First Reading:** Consideration, discussion, and possible action on the first reading of a Preliminary Planned Unit Development (PUD) Site Plan for the Okra Tract Development, three hundred and thirty-one (331) lots on 113.4 acres, more or less, and being located at 14418 N. FM 973, Manor, TX.  
*Applicant: Sotol Ventures*  
*Owner: Dalton Wallace*  
*Submitted by: Scott Dunlop, Development Services Director*
- 17.** Consideration, discussion, and possible action on a Subdivision Concept for the New Haven, two hundred seventy-eight (278) lots on 90.3 acres, more or less, and being located near the intersection of Gregg Ln and FM 973, Manor, TX.  
*Applicant: Jones Carter*  
*Owner: Gregg Lane Dev., LLC*  
*Submitted by: Scott Dunlop, Development Services Director*
- 18.** Consideration, discussion, and possible action to enter into a Software Services Agreement with Camino Inc. for permit and licensing processes.  
*Submitted by: Scott Dunlop, Development Services Director*
- 19.** Consideration, discussion, and possible action on a Stormwater Fee Implementation Scope of Work.  
*Submitted by: Scott Dunlop, Development Services Director*

- 20.** Consideration, discussion, and possible action on a Coordinated Sign Plan for the Presidential Meadows Retail Center.  
*Submitted by: Scott Dunlop, Development Services Director*
- 21.** Consideration, discussion, and possible action on Letter of Intent for Underwriting Services for Special Assessment Bonds and G-17 (Mustang Valley Public Improvement District).  
*Submitted by: Scott Dunlop, Development Services Director*
- 22.** Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas Making a Finding of Special Benefit to the Property in Improvement Area #3 of the Manor Heights Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in Improvement Area #3 of the District; Approving an Assessment Roll for Improvement Area #3 of the District; Levying Assessments against Property within Improvement Area #3 of the District; Providing for Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property within Improvement Area #3 of the District; Approving an Amended and Restated Service and Assessment Plan; Providing for Related Matters in Accordance with Chapter 372, Texas Local Government Code; Providing Aan Effective Date; and Providing for Severability.  
*Submitted by: Scott Dunlop, Development Services Director*
- 23.** Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project); Approving and Authorizing an Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement, and Other Agreements and Documents in Connection Therewith; Making Findings with Respect to the Issuance of Such Bonds; Providing an Effective Date.  
*Submitted by: Scott Dunlop, Development Services Director*
- 24.** Consideration, discussion, and possible action on a proposal for the project of City Branding and Ongoing Communications Services.  
*Submitted by: Scott Jones, Economic Development Director*
- 25.** Consideration, discussion and possible action on proposed bond propositions.  
*Submitted by: Scott Moore, City Manager*

## EXECUTIVE SESSION

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

- 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 the Blue Bluff 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.

**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 16, 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 [almaraz@manortx.gov](mailto:almaraz@manortx.gov)



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Conduct a public hearing on the first reading of 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*

### BACKGROUND/SUMMARY:

This is a narrow (40') but deep (250') lot on North Bastrop Street. Sometime in the 1980s, or possibly even 1950s, the 5 lots on West Lane Ave were broken up and the back 40' of each lot was sold to create this 40' x 250' lot. Its unique size and shape make it more challenging to develop but the applicant is seeking to rezone it from Single Family Suburban (SF-1) to Two-Family (TF) to be able to place a two-family building on the property. The lot meets the minimum lot size for a Two-Family lot, it's 10,000 sf while the minimum is 8,750 sf, however, the narrowness of the lot will require a variance when it is plated to the lot width and setbacks to make development feasible. These variances would be necessary even if the property remained zoned SF-1.

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

P&Z held a public hearing and discussed how the structure would impact surrounding homes, the use of the alley, and the architectural detailing. They wanted to see better renderings of the structure and the property owner agreed to provide those. They postponed action on this item (5-0) to their May 10<sup>th</sup> meeting.

This item was postponed for a second time at the May 10<sup>th</sup> P&Z as the applicant was still working with the architect on a rendering. If this item is not ready by June's P&Z it will be pulled and re-notified.

The requested architectural renderings were not provided by June's P&Z (6/14) so the item is recommended to be pulled until such time as those are provided and the application can be re-notified.

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

- Ordinance
- Letter of intent
- Rezone Map
- Aerial Image

- Conceptual Layout
- FLUM
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

Staff recommends that the City Council close the Public Hearing on the first reading of 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).

**PLANNING & ZONING COMMISSION:**      **Recommend Approval**      **Disapproval**      **None**  
**X- No Quorum**

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**ORDINANCE NO. \_\_\_\_**

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

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

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

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

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

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

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

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

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



**ORDINANCE NO.** \_\_\_\_\_

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 21<sup>st</sup> day of June 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_\_ day of July 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**ORDINANCE NO.** \_\_\_\_\_

**Page 3**

**EXHIBIT “A”**

Property Address:

707 North Bastrop Street, Manor, TX 78653

Property Legal Description:

The South forty (40) feet of Lots 6, 7, 8, 9 and 10, Block 1, A.E. Lane’s Addition to the Town of Manor, according to the map or plat thereof, recorded in Volume 2, Page 223, Plat Records, Travis County, Texas.

# Letter of Intent

March 12, 2023

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

Re: [707 BASTROP ST TX 78653](#)

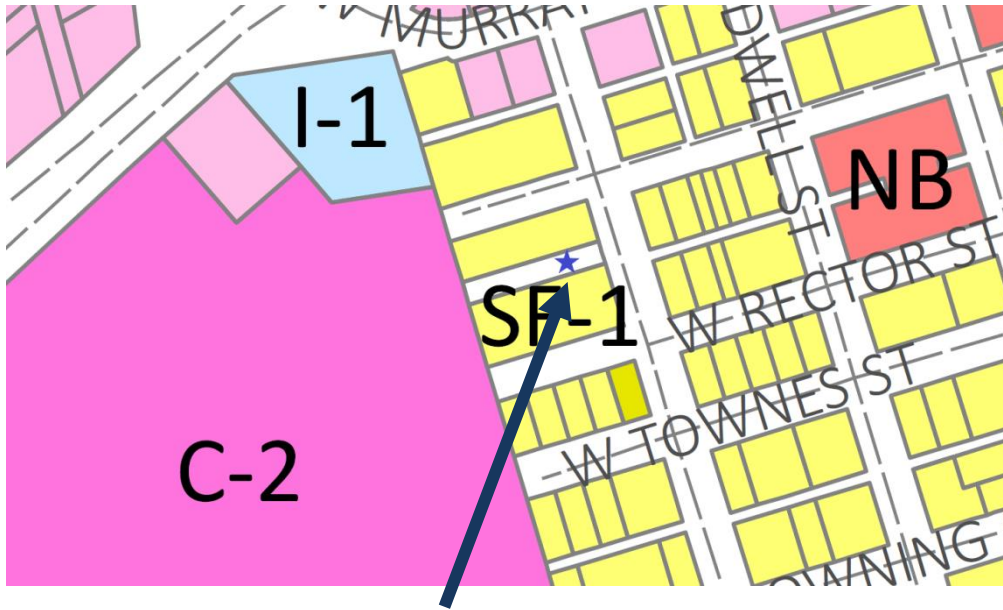
**Dear Mr. Dunlop,**

We are writing to you to zone the subject property to TF.

The subject property 707 Bastrop ST TX 78653, Legal description as: **S40FT OF LOT 6-10 BLK 1 LANE A E ADDN**. The current configuration is 39.94 ft wide and 250 ft long, with a total of 9,986 sqft.

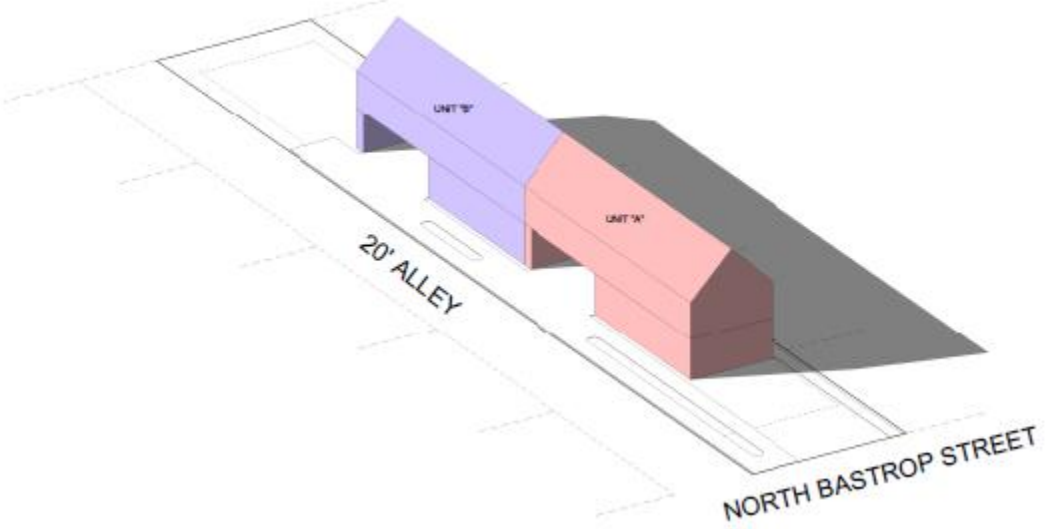
We are requesting to:

1. Zone it as TF (Two-Family) – currently it doesn't have zoning assigned ( per zoning map downloaded from <https://www.cityofmanor.org/>), see below. Since the total lot size is 9,986 sqft, we are proposing the property to **TF (Two Family)** in support the growth of Manor TX.



Subject Property: [707 BASTROP ST TX 78653](#)

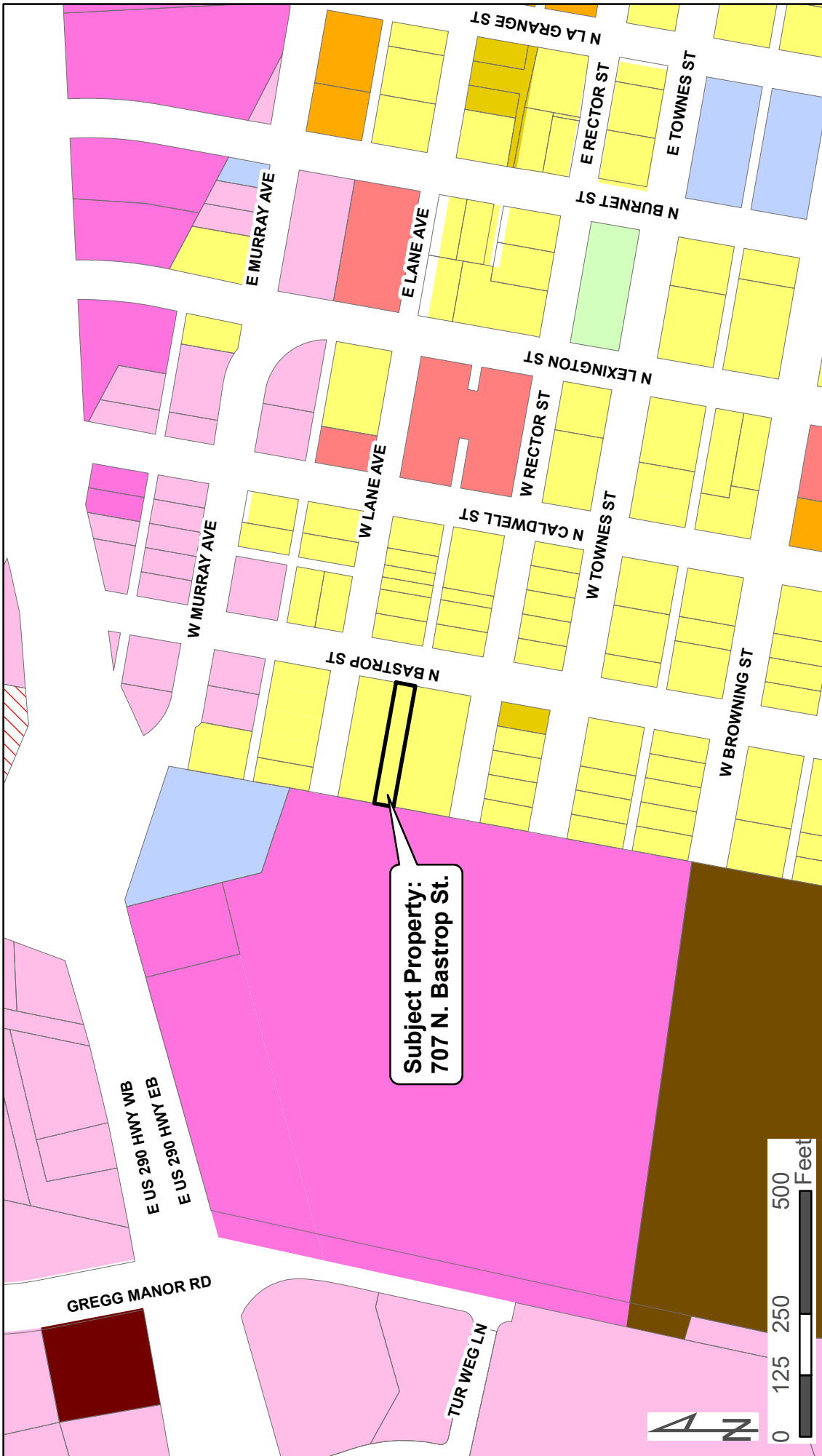
Please see below conceptual design of the proposed TF (duplex).



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

Respectfully,

Katherine Chen  
Savvy ATX Realty



Subject Property:  
707 N. Bastrop St.

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

Item 1.

Current:  
Single Family Suburban (SF-1)

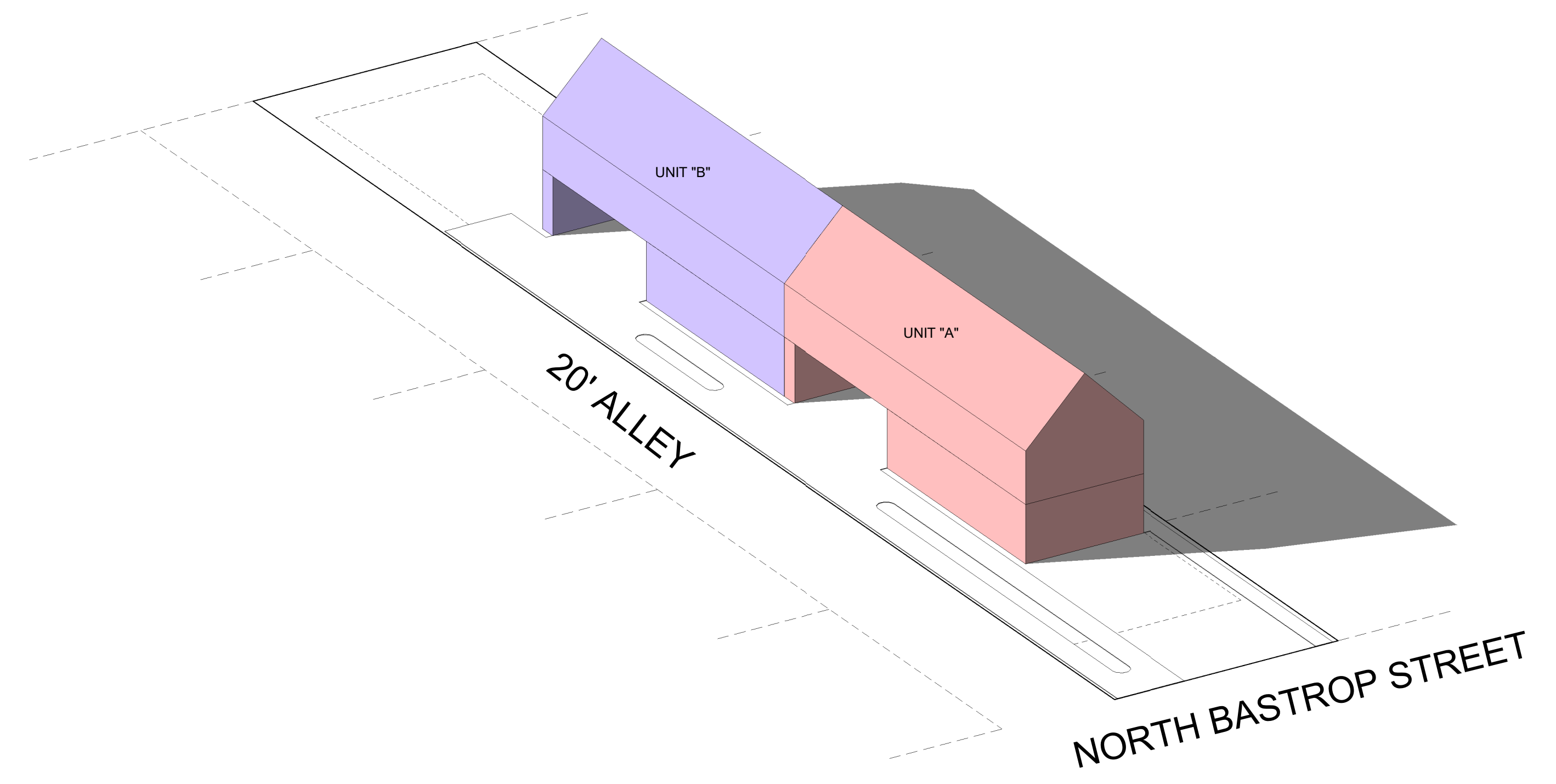
Proposed:  
Two-Family (TF)



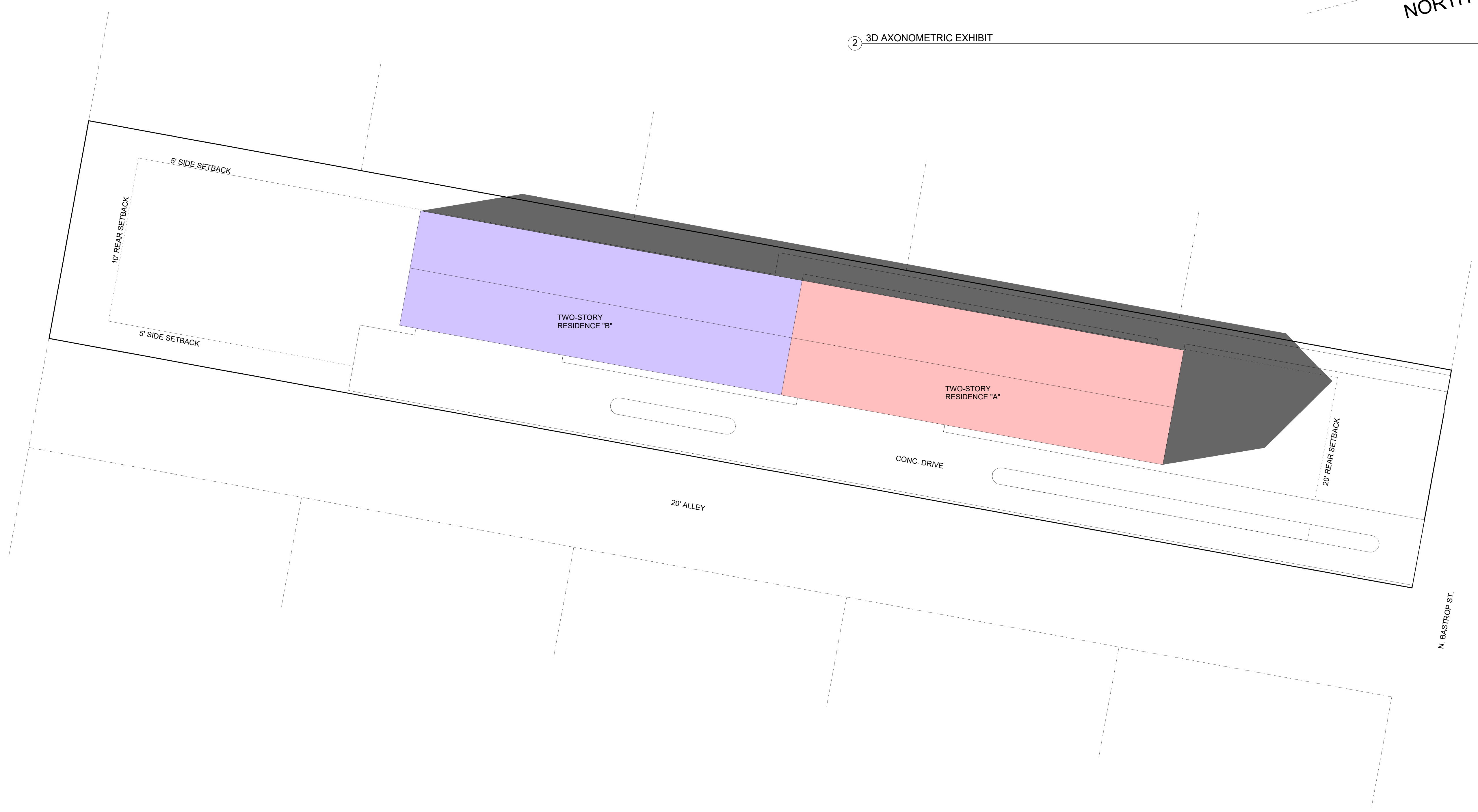








2 3D AXONOMETRIC EXHIBIT



CONCEPT SITE PLAN INFORMATION:

LOT SIZE:	9,986 SF
BUILDING COVER:	
UNIT "A":	1,500 SF
UNIT "B":	1,500 SF
TOTAL:	3,000 SF
PAVED AREA:	
DRIVEWAY:	2,131 SF
SIDEWALK:	382 SF
TOTAL:	2,513 SF
TOTAL IMPERVIOUS COVER:	5,513 SF
IMPERVIOUS COVER %:	55.2%
PRINCIPAL STRUCTURE %:	15%
PRINCIPAL/ACCESSORY %:	30%

CONCEPT SITE PLAN

1 SITE PLAN  
1" = 10'-0"



## 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.

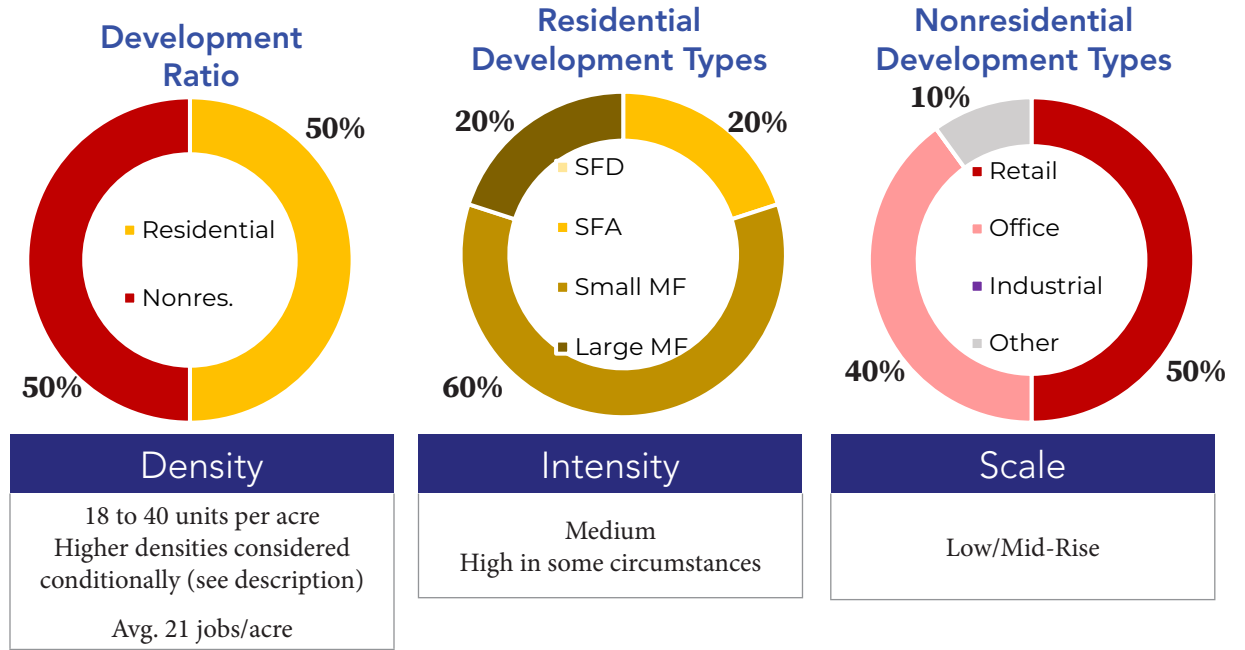
Community Mixed-Use areas allow residential units in close proximity to goods, services and civic activities, reducing residents' dependence on the car.

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.



3/27/2023

## City of Manor Development Services

# Notification for a Subdivision Rezoning Application

Project Name: 707 Bastrop St Rezoning SF-1 to TF  
 Case Number: 2023-P-1523-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 707 Bastrop Street, Manor, TX. The request will be posted on the agenda as follows:

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

*Applicant: SAVVY ATX REALTY LIMITED LIABILITY COMPANY*

*Owner: Wenkai Chen*

The Planning and Zoning Commission will meet at 6:30PM on April 12, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00 PM on April 19, 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 Subdivision Rezoning Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners during the discussion of this item.

MARTINEZ ORALIA  
1301 CHICON ST 303  
AUSTIN TX 78702-2154

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

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

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

ECKART STEPHEN  
PO BOX 170309  
AUSTIN TX 78717-0019

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

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

ROMERO RONALDO & ANTONIA  
5808 HERON DR  
BUDA TX US 78610

FORREST DELORES M  
3262 KESTRAL WAY  
SACRAMENTO CA 95833-9616

LOZANO BENJAMIN KEEF  
8005 Briarwood Ln  
Austin TX 78757-8111

SEPECO  
PO BOX 170309  
AUSTIN TX 78717-0019

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

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

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

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

GARCIA EDWARD  
PO BOX 452  
MANOR TX 78653-0452

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

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

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

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

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Conduct a public hearing on a Short Form Final Plat for one (1) lot on .23 acres, more or less, and being located at 707 Bastrop St, Manor, TX for variances to allow for 40 ft lot width, 20 ft front setback, 5 ft side setbacks, and 10 ft rear setback.

*Applicant: SAVVY ATX REALTY LLC*

*Owner: Wenkai Chen*

### BACKGROUND/SUMMARY:

This plat has been approved by our engineer and it is filed with a variance that the Commission and City Council can consider but action is recommended to be pulled to correct an error in the request.

The current zoning of the property is SF-1 Single Family Suburban which has a minimum lot width of 70'. A rezoning case for TF Two-Family has been filed which also has minimum lot width of 70'.

The requested variances are:

1. 40' lot width (70' required)
2. 20' front setback (25' required)
3. 10' rear setback (25' required)
4. 5' side setback (7.5 required)

The earliest deed creating the tract was in February 1983. There was no zoning code at the time to regulate lot widths but the subdivision code in effect (Ord. 47 dated 12-14-77) had a provision that lot widths do not exceed three times the lot depth. This tract is 250' in depth, which exceeds that regulation so had a plat been filed in 1983 it would not have been approved. Current subdivision code has a lot width to depth ratio of 2.5:1, so the variance request needs to be updated to include that so new notices will be sent out.

This tract as currently subdivided is undevelopable since it is portions of 5 lots that are 40'x50' each and only one has frontage on a dedicated right-of-way. While the tract has never been a legal lot, it has existed in its current configuration for 40 years and only through the approval of the variances can it be improved upon. When granting a subdivision variance the Planning and Zoning Commission and City Council shall consider:

1. The public convenience and welfare will be substantially served;
2. The appropriate use of surrounding property will not be substantially or permanently impaired or diminished;
3. The applicant has not created the hardship for which relief is sought;
4. The variance will not confer upon the applicant a special right or privilege not commonly shared or available to the other owners of similar and surrounding property;
5. The hardship from which relief is sought is not solely of an economic nature;

- 6. The variance is not contrary to the public interests;
- 7. Due to special circumstances, the literal enforcement of the ordinance would result in an unnecessary hardship; and
- 8. In granting the variance the spirit of the ordinance is observed and substantial justice is done.

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

- Letter of Intent
- Plat
- Deed from 1983
- Subdivision Code of 1977
- AE Lane Addition Plat Map
- Engineer Comments
- Conformance Letter
- Notice and Labels

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council pull a public hearing on a Short Form Final Plat for one (1) lot on .23 acres, more or less, and being located at 707 Bastrop St, Manor, TX.

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



# Letter of Intent

February 28, 2023

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

Re: [707 BASTROP ST TX 78653](#)

**Dear Mr. Dunlop,**

We are writing to you to request plat the subject property to be a legal lot.

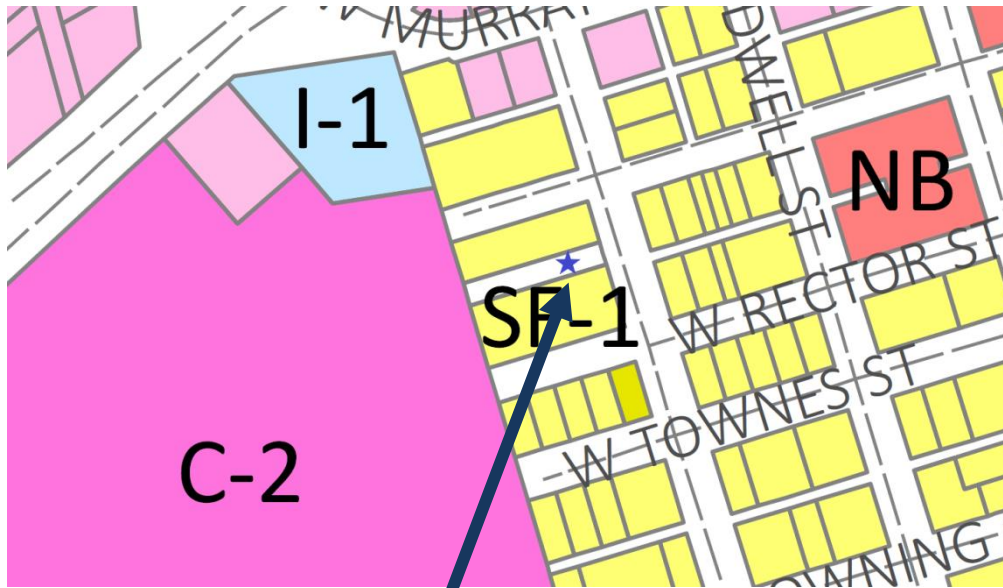
Proposed New Legal description: **LOT 6A BLK 1 LANE A E ADDN**

The subject property 707 Bastrop ST TX 78653, Legal description is: **S40FT OF LOT 6-10 BLK 1 LANE A E ADDN**. The current configuration is 39.96 ft wide and 250 ft long, with a total of 9,986 sqft.

Per our research, the subject property's current configuration existed in 1983 (Please see the Appendix A for the property's deed history, the oldest warranty deed was in 2/16/1983). Hence it is NOT conforming with the current development standard/code ordinances in Manor TX.

Due to the fact that the property lot is a nonconforming lot, we are requesting

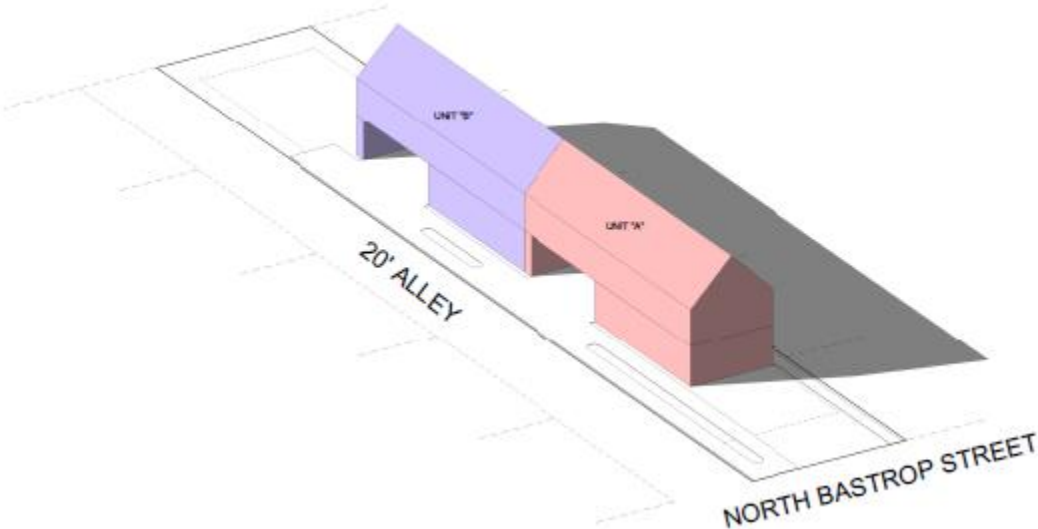
1. Minimum Lot Width Variance – reduce to 40 ft
2. Setback Waiver - the side setbacks to 5', the front to 20' and the rear to 10'
3. Zoning: TF (Two-Family) – currently it doesn't have zoning assigned ( per zoning map downloaded from <https://www.cityofmanor.org/>), see below. Since the total lot size is 9,986 sqft, we are proposing the property to **TF (Two Family)** in support the growth of Manor TX.



Subject Property: [707 BASTROP ST TX 78653](#)



Please see below conceptual design of the proposed TF (duplex). In Appendix B, please find conceptual design work from our architect.



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

Respectfully,

Katherine Chen  
Savvy ATX Realty

# Appendix A - Property Deed History

## PID 240850 | 707 BASTROP ST

Property Summary Report | 2022  
Online Services | TRAVIS COUNTY APPRAISAL DISTRICT

### GENERAL INFO

#### ACCOUNT

Property ID: 240850  
Geographic ID: 0237590802  
Type: R  
Zoning:  
Agent:  
Legal Description: S40FT OF LOT 6-10 BLK 1 LANE A E ADDN  
Property Use:

#### OWNER

Name: CHEN WENKAI  
Secondary Name:  
Mailing Address: 1132 NORTHWESTERN AVE UNIT A AUSTIN TX US 78702  
Owner ID: 1435182  
% Ownership: 100.00  
Exemptions:

#### LOCATION

Address: 707 BASTROP ST TX 78653

Market Area:  
Market Area CD: B0850  
Map ID: 023460

#### PROTEST

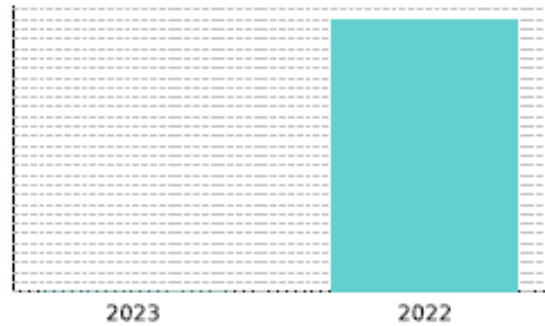
Protest Status:  
Informal Date:  
Formal Date:

### VALUES

#### CURRENT VALUES

Land Homesite:	\$0
Land Non-Homesite:	\$70,000
Special Use Land Market:	\$0
Total Land:	\$70,000
Improvement Homesite:	\$0
Improvement Non-Homesite:	\$0
Total Improvement:	\$0
Market:	\$70,000
Special Use Exclusion (-):	\$0
Appraised:	\$70,000
Value Limitation Adjustment (-):	\$0
Net Appraised:	\$70,000

#### VALUE HISTORY



Values for the current year are preliminary and are subject to change.

#### VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$70,000	\$0	\$0	\$70,000	\$0	\$70,000

### TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
03	TRAVIS COUNTY	0.318239	\$70,000	\$70,000
05	CITY OF MANOR	0.747000	\$70,000	\$70,000
0A	TRAVIS CENTRAL APP DIST	0.000000	\$70,000	\$70,000
2J	TRAVIS COUNTY HEALTHCARE DISTRICT	0.098684	\$70,000	\$70,000
34	MANOR ISD	1.352000	\$70,000	\$70,000
68	AUSTIN COMM COLL DIST	0.098700	\$70,000	\$70,000
72	TRAVIS CO ESD NO 12	0.100000	\$70,000	\$70,000

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

### IMPROVEMENT

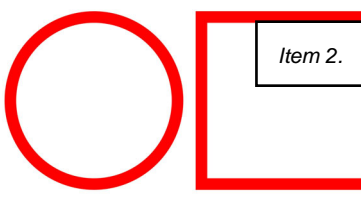
#### LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
LAND	Land	0.2296	10,000.06	\$7.00	\$70,000	\$0

#### DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
8/21/21	WD	WARRANTY DEED	HUTCHINS BARBARA JEAN	CHEN WENKAI				2021189598
2/16/83	WD	WARRANTY DEED	HUTCHINS BARBARA	HUTCHINS BARBARA JEAN		07996	00320	
2/16/83	WD	WARRANTY DEED		HUTCHINS BARBARA		07996	00320	
2/16/83	WD	WARRANTY DEED	BURNS JACK ESTATE			07996	00320	

# Appendix B - Conceptual TF (Duplex) Architectural Design



INTERIM  
REVIEW DOCUMENTS  
NOT FOR REGULATORY  
APPROVAL, PERMITTING  
OR CONSTRUCTION  
Daniel B. Shearer  
Tx. Reg. No. 28562

2.28.2023

**CIRCLE + SQUARE**  
600 Congress Avenue  
14th Floor  
Austin, Texas  
214.280.3627

**PROJECT OWNER**  
Katherine Chen

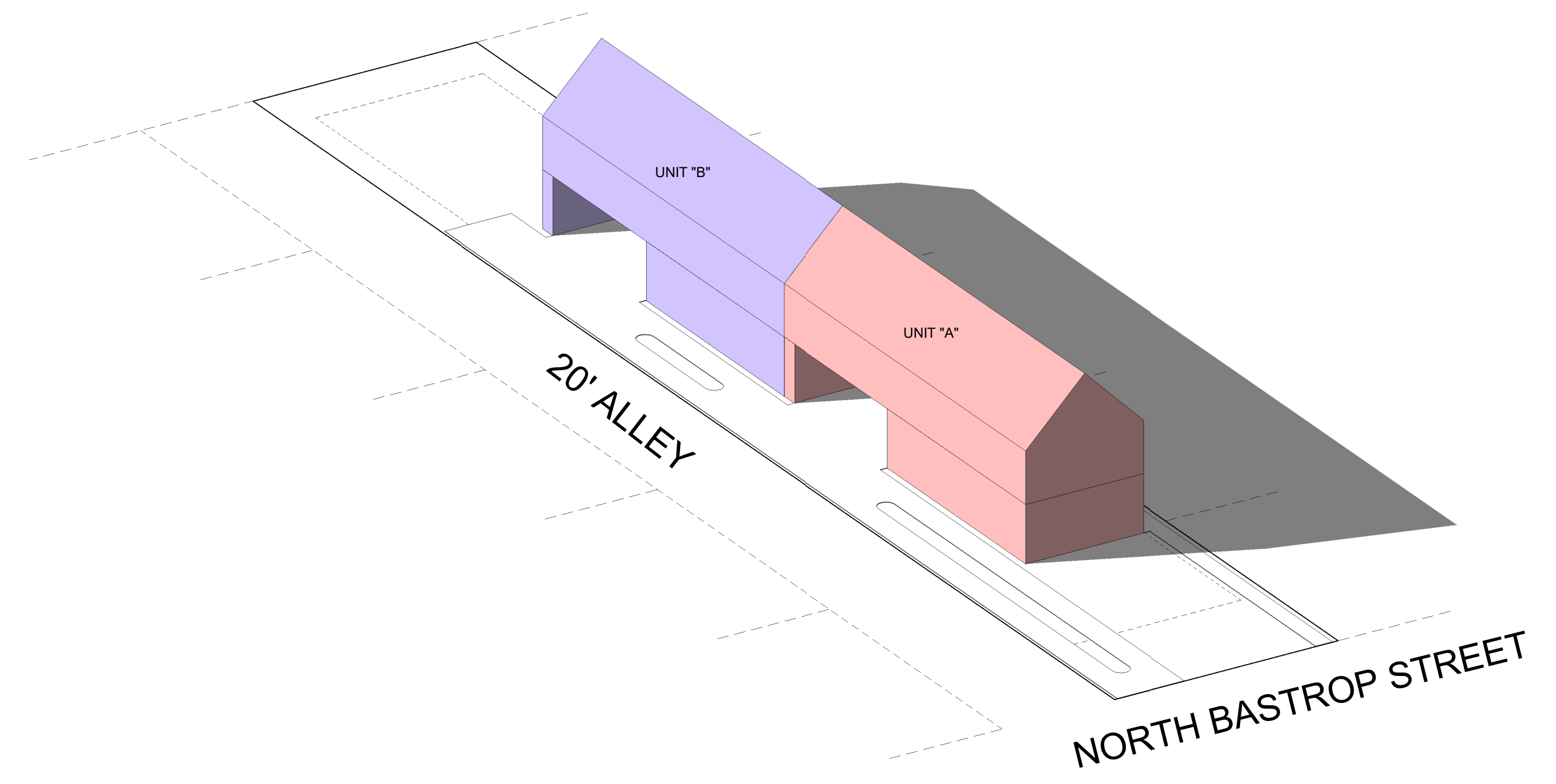
**PROJECT NAME**  
707 N. Bastrop St.  
Manor, Texas 78653

**COMMENTS:**

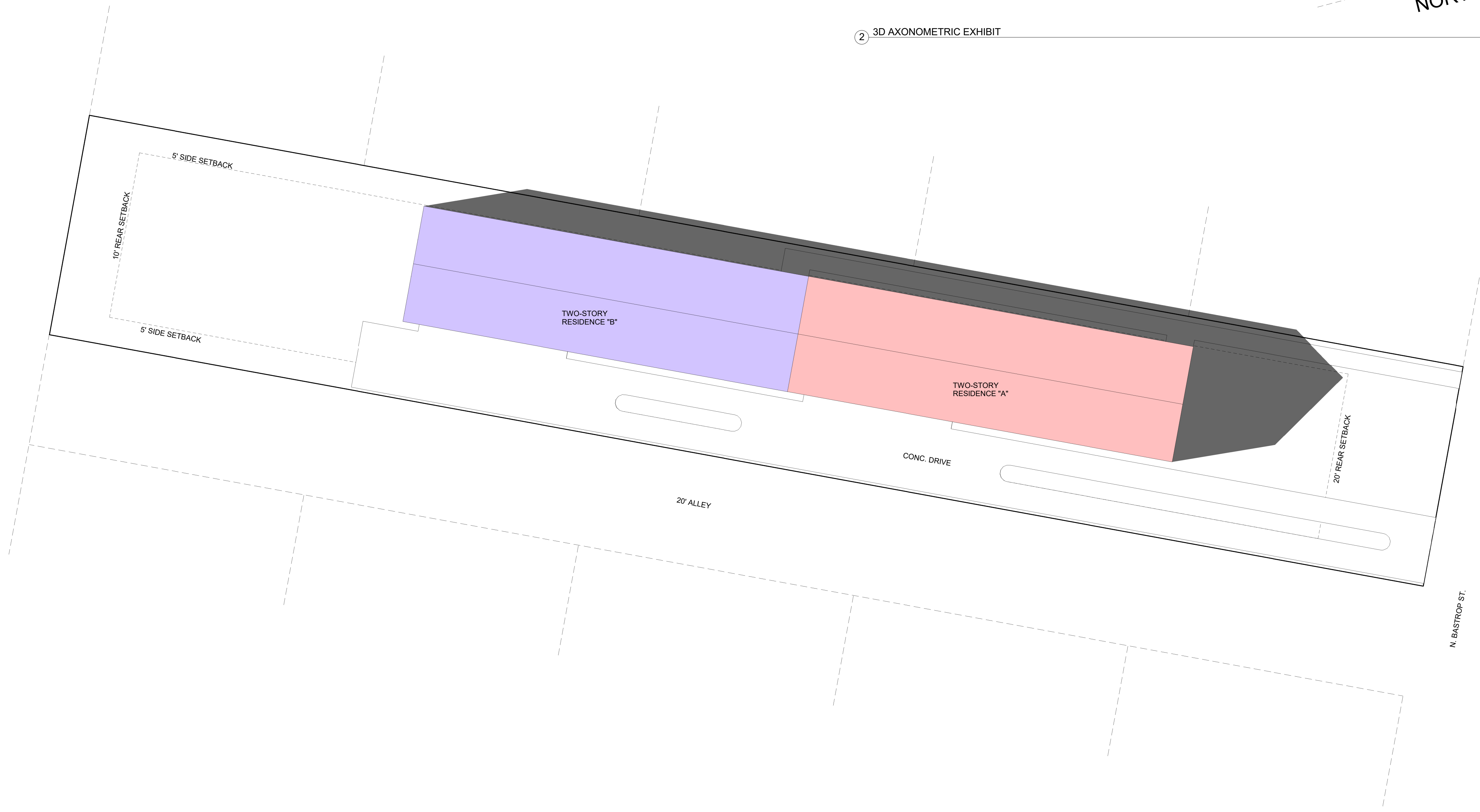
2.28.2023

**ARCHITECTURAL  
SITE PLAN**

A-100



2 3D AXONOMETRIC EXHIBIT



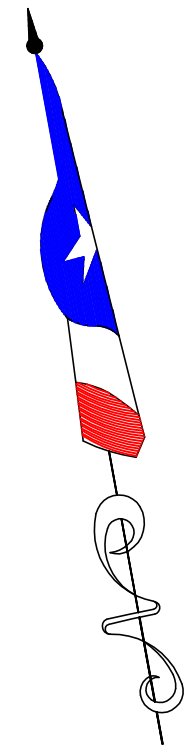
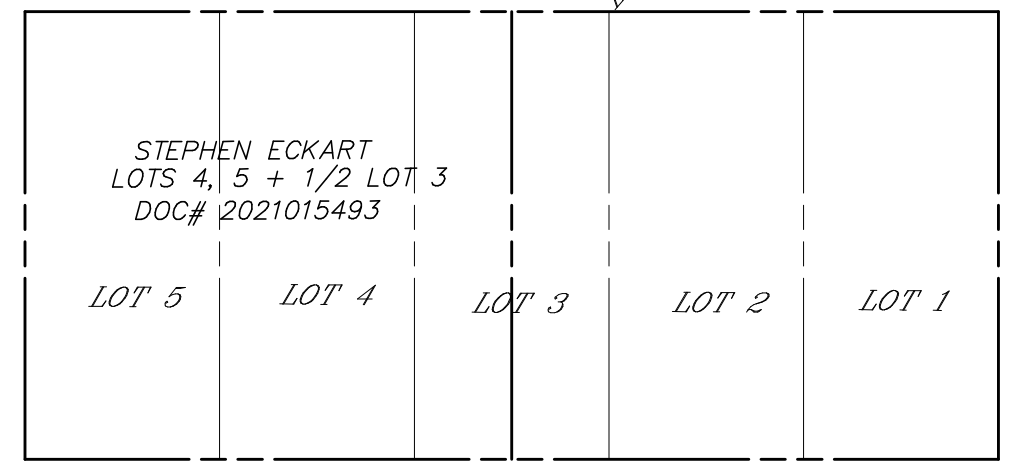
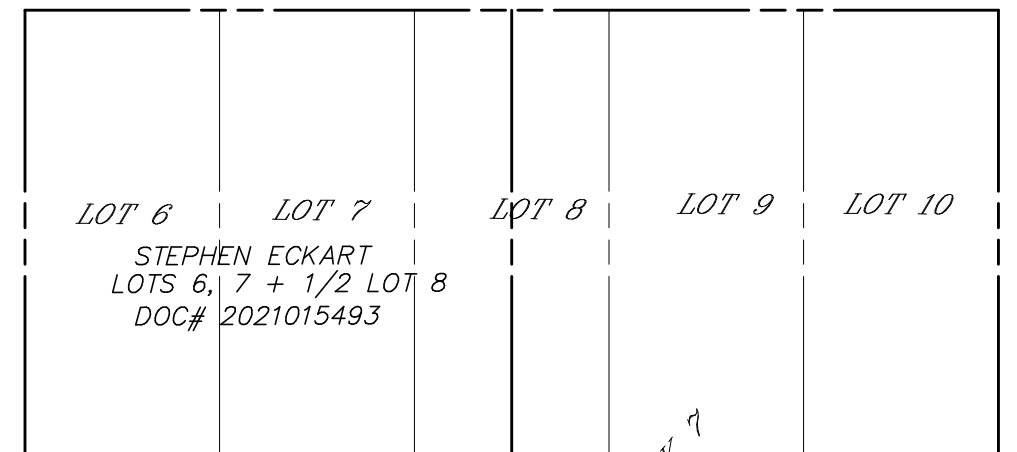
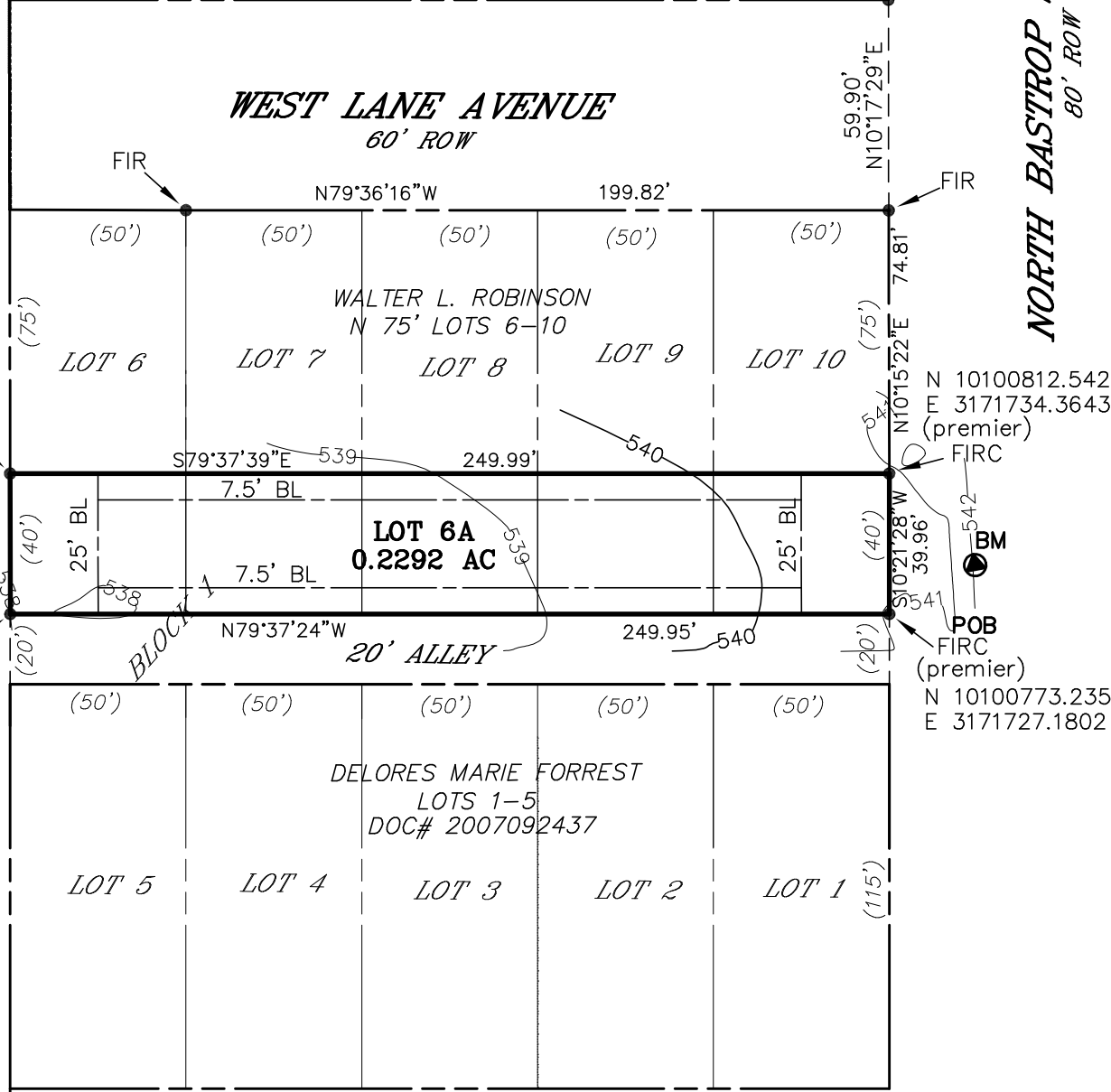
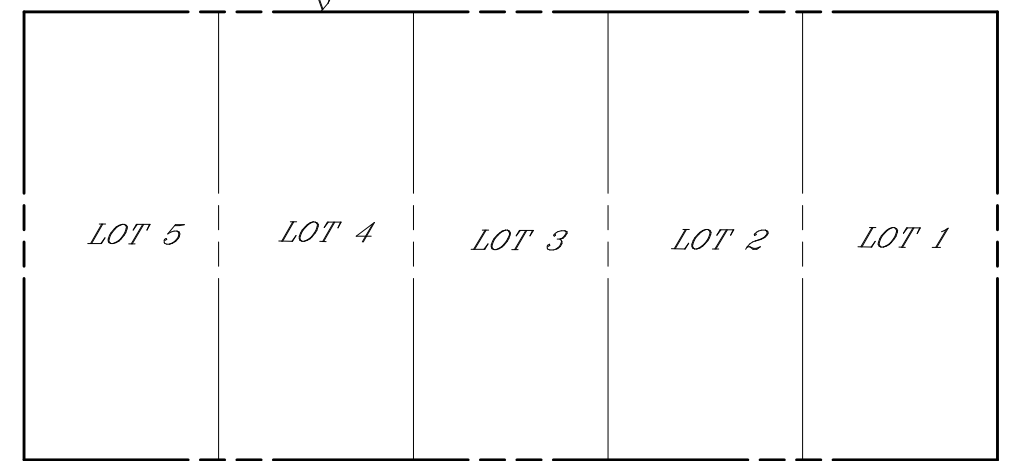
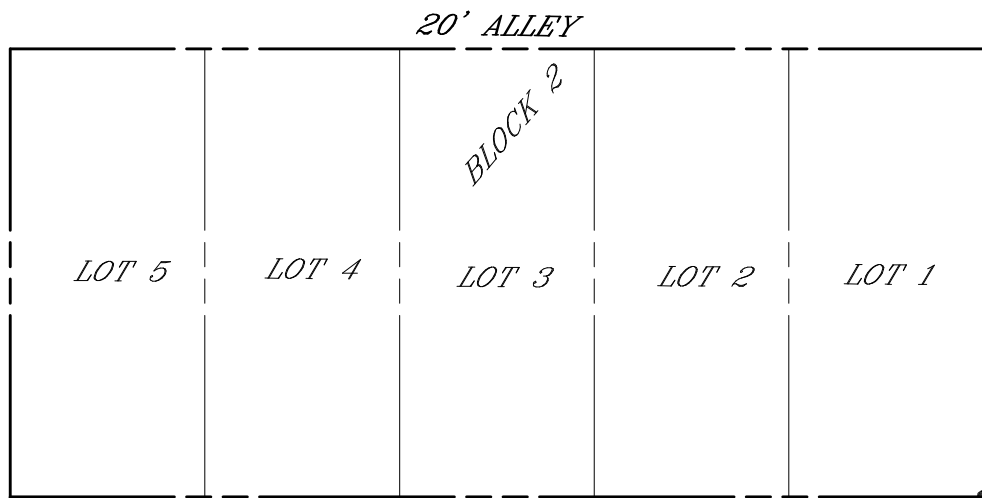
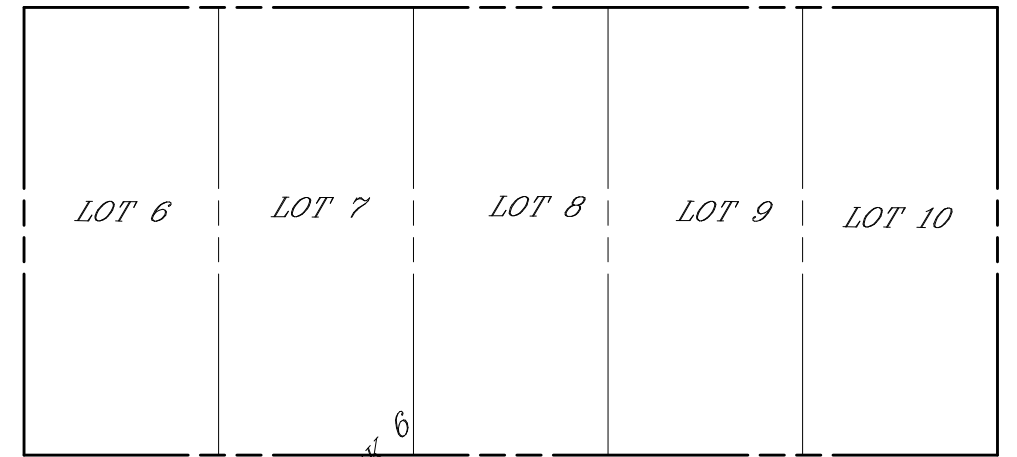
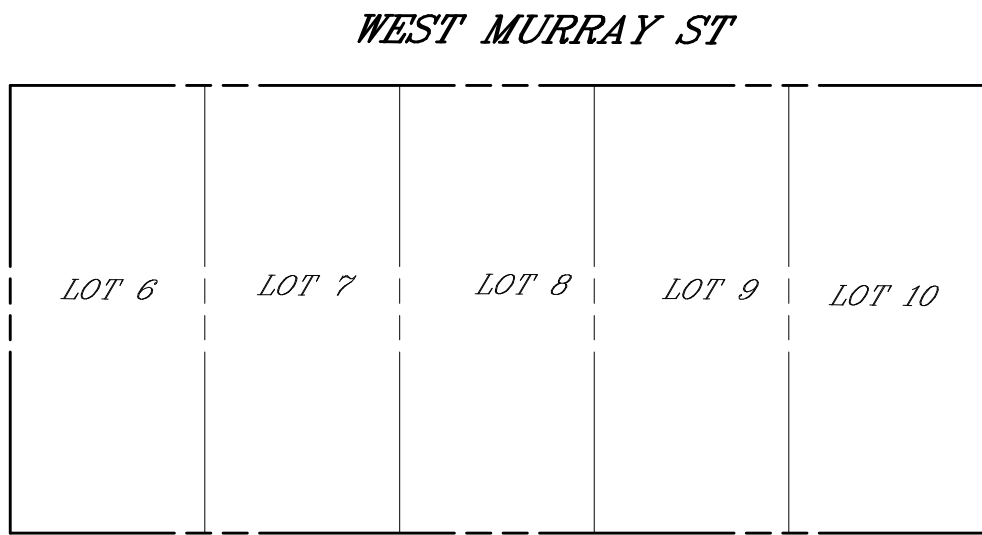
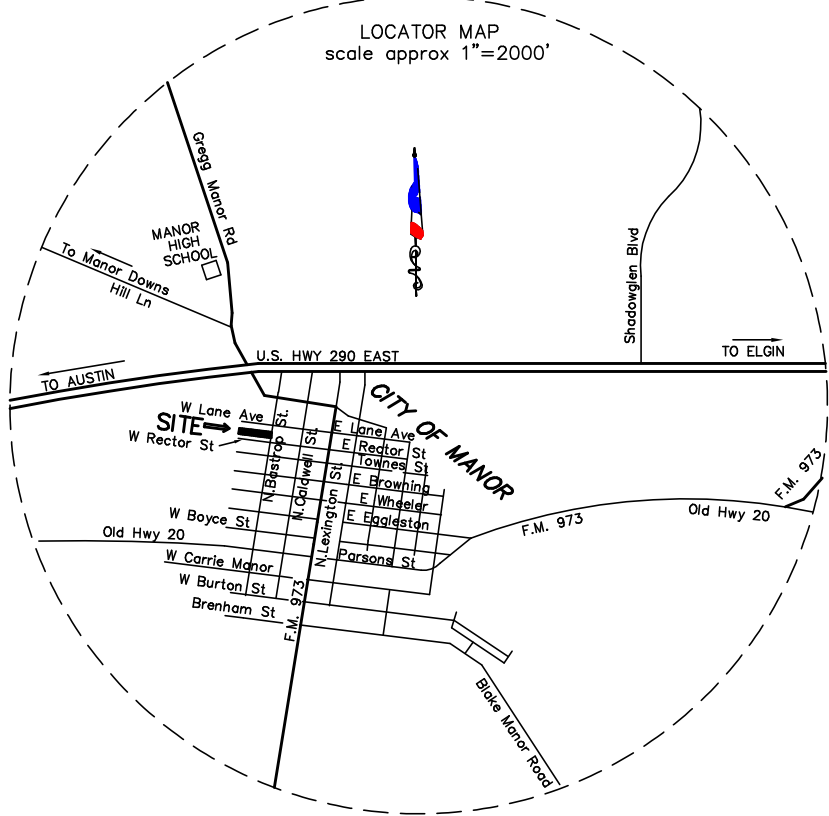
**CONCEPT SITE PLAN INFORMATION:**

LOT SIZE:	9,986 SF
<b>BUILDING COVER:</b>	
UNIT "A":	1,500 SF
UNIT "B":	1,500 SF
TOTAL:	3,000 SF
<b>PAVED AREA:</b>	
DRIVEWAY:	2,131 SF
SIDEWALK:	382 SF
TOTAL:	2,513 SF
<b>TOTAL IMPERVIOUS COVER:</b>	5,513 SF
<b>IMPERVIOUS COVER %:</b>	55.2%
<b>PRINCIPAL STRUCTURE %:</b>	15%
<b>PRINCIPAL/ACCESSORY %:</b>	30%

CONCEPT SITE PLAN

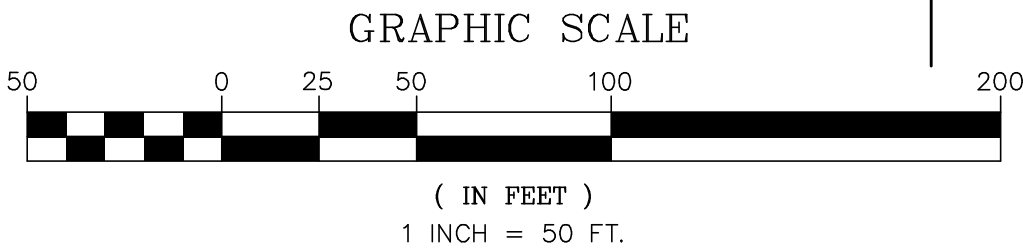
1 SITE PLAN  
1" = 10'-0"

# RESUBDIVISION OF PORTION OF LOTS 6-10 A.E. LANE'S ADDITION TO THE TOWN OF MANOR SHORT FORM FINAL PLAT




RIVER CITY PARTNERS LTD  
20.00 AC  
DOC# 2005128121  
LOT 1 RIATA FORD MANOR

**LEGEND**  
FOUND 1/2" IRON ROD FIR  
FOUND 1/2" IRON ROD W/CAP FIRC  
BUILDING LINE BL  
**BENCHMARK BM:**  
Mag nail in asphalt;  
Elevation 542.21' NAVD88  
**BEARING BASE:**  
THE BEARINGS SHOWN HEREON ARE CENTRAL TEXAS ZONE  
STATE PLANE COORDINATES, BASED ON LOCAL NETWORK  
GPS OBSERVATION.



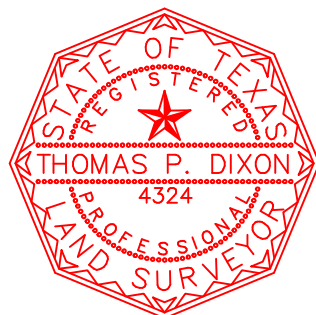
### Surveyors Certification

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 CITY OF MANOR SUBDIVISION ORDINANCE, 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, JANUARY 17, 2023

  
THOMAS P. DIXON R.P.L.S. #4324

4/18/23  
DATE

WATERLOO SURVEYORS LLC  
P.O. BOX 160176  
AUSTIN, TEXAS 78716-0176  
Phone: 512-481-9602  
www.waterloosurveyors.com  
FIRM# 10124400  
A1079P



### FIELD NOTES

0.2292 ACRES OF LAND OUT OF AND A PART OF THE JASPER MANOR SURVEY, CITY OF MANOR, TRAVIS COUNTY, TEXAS, BEING THE SOUTH 40 FEET OF LOTS 6-10, BLOCK 1, A.E. LANE'S ADDITION TO THE TOWN OF MANOR, TRAVIS COUNTY, TEXAS, CONVEYED TO WENKAI CHEN BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2021189596, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. FOR WHICH A MORE PARTICULAR DESCRIPTIONS BY METES AND BOUNDS IS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found with cap(premier) in the west right of way of North Bastrop Street, at the SE corner of that certain 0.2292 acre of land described in Document No. 2021189596, Official Public Records, Travis County, Texas, same being the SE corner of Lot 10, Block 1, A.E. Lane's Addition to the town of Manor, a subdivision in Travis County, Texas, according to the map or plat recorded in Volume 2, Page 223, Plat Records, for the SE corner hereof, and further being in the north line of the 20 foot alley in Block 1;  
THENCE N79°37'24"W, along said alley for a distance of 249.95 feet to a 1/2" iron rod with cap(premier) found at the SW corner of Lot 6, Block 1, for the SW corner hereof, same being in the west line of a 20.00 acre tract conveyed to River City Partners LTD by deed recorded in Document No. 2005128121, Official Public Records;  
THENCE N10°18'08"E along said west line hereof for a distance of 39.94 feet to a 1/2" iron rod with cap (premier) found at the NW corner hereof, also being the south line of a tract conveyed to Walter L. Robinson, being the North 75 feet of lots 6-10, Block 1;  
THENCE S79°37'39"E, crossing through said lots for a distance of 249.99 feet to a 1/2" iron rod with cap(premier) found in the west line of North Bastrop Street, in the east line of Lot 10, for the NE corner hereof, from which point a 1/2" iron rod found at the NE corner of Lot 10 bears N10°15'22"E at a distance of 74.81 feet;  
THENCE S10°21'28"W along the west ROW of North Bastrop Street for a distance of 39.96 feet to the POINT OF BEGINNING of this tract, containing 0.2292 acres of land, more or less.

**OWNER:**  
WENKAI CHEN  
1132 NORTHWESTERN AVE UNIT A  
AUSTIN, TEXAS 78702

**LEGAL DESCRIPTION:**  
0.2292 ACRES OF LAND OUT OF AND A PART OF THE JASPER MANOR SURVEY, CITY OF MANOR, TRAVIS COUNTY, TEXAS, BEING THE SOUTH 40 FEET OF LOTS 6-10, BLOCK 1, A.E. LANE'S ADDITION TO THE TOWN OF MANOR, TRAVIS COUNTY, TEXAS.

PROPOSED 1 RESIDENTIAL LOT  
PREPARATION DATE: JANUARY 17, 2023  
SUBMITTAL DATE: APRIL 27, 2017



RESUBDIVISION OF PORTION OF LOTS 6-10 A.E. LANE'S ADDITION TO THE TOWN OF MANOR  
SHORT FORM FINAL PLAT

State of Texas:  
County of Travis: KNOW ALL PERSONS BY THESE PRESENTS:

THAT I, WENKAI CHEN, OWNER OF 0.2292 ACRES OF LAND OUT OF AND A PART OF THE JASPER MANOR SURVEY, IN THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, BEING THE SOUTH 40 FEET OF LOTS 6-10, BLOCK 1, A.E. LANE'S ADDITION TO THE TOWN OF MANOR, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 2, PAGE 226, PLAT RECORDS, CONVEYED TO ME BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2021189596, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DO HEREBY RESUBDIVIDE SAID 0.2292 ACRES PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 OF THE LOCAL GOVERNMENT CODE, IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, TO BE KNOWN AS:

RESUBDIVISION OF A PORTION OF LOTS 6-10, A.E. LANE'S ADDITION TO THE TOWN OF MANOR

AND DO DEDICATE TO THE PUBLIC FOREVER THE USE OF ALL STREETS AND EASEMENTS SHOWN ON SAID PLAT, THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN ON SAID PLAT, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_

WENKAI CHEN  
1132 NORTHWESTERN AVE UNIT A  
AUSTIN, TEXAS 78702

State of Texas:  
County of Travis:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WENKAI CHEN, KNOWN KNOWN 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, A.D., NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS.

NOTARY: \_\_\_\_\_  
PRINT OR STAMP NAME HERE MY COMMISSION EXPIRES

JURISDICTION

THIS SUBDIVISION IS LOCATED WITHIN THE FULL PURPOSE JURISDICTION OF THE CITY OF MANOR, TEXAS, ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
LAKESHA SMALL, CHAIRPERSON LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
DR. CHRISTOPHER HARVEY, MAYOR LLUVIA T. ALMARAZ, CITY SECRETARY

NOTES:

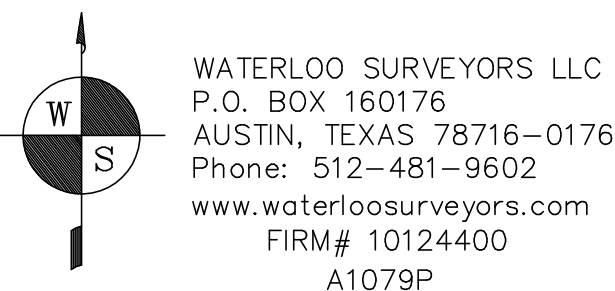
- 1. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF MANOR AND STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF MANOR, WATER AND WASTEWATER DEPARTMENT FOR REVIEW.
- 2. ALL WATER AND WASTEWATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF MANOR.
- 3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF MANOR WATER SUPPLY COMPANY AND TO CITY OF MANOR WASTEWATER SERVICE.
- 4. PRIOR TO CONSTRUCTION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
- 5. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF MANOR FOR REVIEW. RAINFALL RUN-OFFS SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS.
- 6. THE PROPERTY OWNERS OR ASSIGNS SHALL MAINTAIN ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY.
- 7. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
- 8. BUILDING SET-BACK LINES ARE IN CONFORMANCE WITH CITY OF MANOR ZONING REGULATIONS.
- 9. NO PORTION OF THIS TRACT IS IN A FLOOD HAZARD ZONE AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION DEPARTMENT OF HUD FLOOD BOUNDARY MAP AS PER MAP NO. 48453C0485J, TRACT IS IN ZONE X, DATED AUGUST 18, 2014
- 10. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WASTEWATER SYSTEM.
- 11. WATER IS SUPPLIED BY THE CITY OF MANOR.
- 12. THE PROPOSED USAGE IS RESIDENTIAL.
- 13. PLAT WILL REQUIRE A SETBACK VARIANCE.
- 14. PLAT WILL REQUIRE A LOT-WIDTH VARIANCE.
- 15. A SIDEWALK IS NEEDED TO BE PROPOSED ALONG NORTH BASTROP STREET.
- 16. PERFORMANCE AND MAINTENANCE GUARANTEES AS REQUIRED BY THE CITY.

COUNTY CLERK

State of Texas:  
County of Travis:

I, DYANA LIMON-MERCADO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND IT'S CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, A.D. AT \_\_\_\_ O'CLOCK \_\_\_\_ M., DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_ A.D. AT \_\_\_\_ O'CLOCK \_\_\_\_ M., PLAT RECORDS IN SAID COUNTY AND STATE IN DOCUMENT NO. \_\_\_\_\_ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.  
DYANA LIMON-MERCADO, COUNTY CLERK TRAVIS COUNTY, TEXAS

\_\_\_\_\_  
BY DEPUTY



FEB 16 83 2255 5.00

WARRANTY DEED

3-10 6028

THE STATE OF TEXAS  
COUNTY OF TRAVIS

} KNOW ALL MEN BY THESE PRESENTS:

That Johnnie Mae Fisher

of the County of Travis and State of Texas for and in consideration of the sum of Ten (\$10.00) Dollars and the payment of real property taxes, and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Barbara Hutchins, whose address is 4804 B Hillspring Circle, Austin, Texas 78721 of the County of Travis and State of Texas, all of the following described real property in Travis County, Texas, to-wit:

The South Forty (40) feet of Lots 6-10, Block 1, A. E. LANE ADDITION, an addition in Travis County, Texas, according to the plat recorded in Volume 2, Page 223, Plat Records, Travis County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee her heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to all easements, covenants, restrictions and conditions of record pertaining to the above described property, as recorded in the office of the Travis County Clerk.

Grantor warrants that the above described property is her sole and separate property, acquired by descent and distribution from her mother, Carrie Sorrells.

EXECUTED this 16th day of February, A.D. 19 83

Johnnie Mae Fisher  
Johnnie Mae Fisher

DEED RECORDS  
Travis County, Texas

7996 320



Mailing address of each grantee:

Name: Barbara Hutchins  
Address: 4804 B Hillspring  
Austin, TX 78721

Name:  
Address:

3-10 6029

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the  
by Johnnie Mae Fisher

16<sup>th</sup> day of February, 19 83

*Cheryl D. Melrose*  
*Cheryl D. Melrose*

My commission expires:

NOTARY SEAL

*May 28, 1985*

Notary Public, State of Texas  
Notary's printed name:

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the  
by

day of , 19

My commission expires:

Notary Public, State of Texas  
Notary's printed name:

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the day of  
by of  
a corporation, on behalf of said corporation.

FILED  
1983 FEB 17 AM 10:38  
*Loris D. Hampshire*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

My commission expires:

Notary Public, State of Texas  
Notary's printed name:

AFTER RECORDING RETURN TO:

Barbara Hutchins  
4804 B Hillspring  
Austin, TX 78721

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this Instrument was FILED on the  
state and at the time stamped hereon by me; and was duly  
RECORDED, in the Volume and Page of the named RECORDS  
of Travis County, Texas, as stamp hereon by me, on

FEB 17 1983



*Loris D. Hampshire*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

7996 321

to a grade parallel with the longitudinal street grade, and the ground elevation at the right-of-way line shall be not more than two (2) feet, nor less than three (3) inches above the elevation of the top of the adjacent curb. Landing walks of a width not less than eighteen (18) inches may be installed abutting the rear of the curb.

Sec. 6.5 LOTS: Standards that apply to residential lots follow.

6.501. Lot Size: All lots within subdivisions within the jurisdiction of this Ordinance, both inside and outside the City, shall meet the following conditions:

A. The depth of any lot shall not exceed three (3) times the average of the front lot and rear lot dimensions.

B. The minimum area of any lot shall be not less than seventy five hundred (7,500) square feet. For lots not to be served by sanitary sewer, where results of a percolation test prescribed by the Travis County Health Officer deems the minimum lot area insufficient, the City shall require additional area sufficient to accommodate the sanitary facilities deemed necessary by the Travis County Health Officer; provided that if the lot is within an area officially designated commercial by the City Council, then, such lot size shall be adequate to meet anticipated needs.

C. Corner lots shall have a minimum width of seventy-five (75) feet.

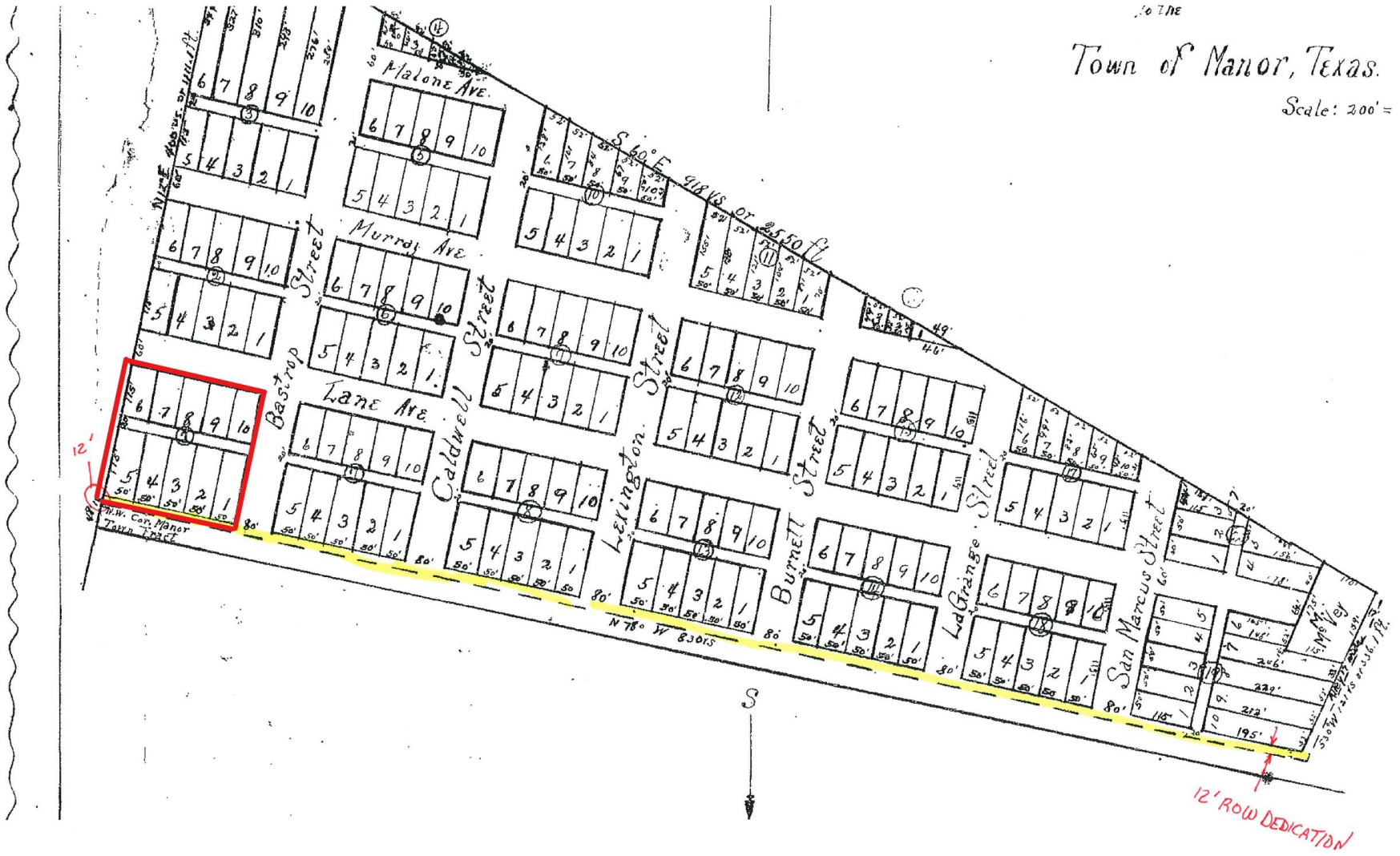
D. Minimum usable lot depths for lots backing on natural drainage easements shall be not less than one hundred (100) feet measured between front lot line and drainage easement.

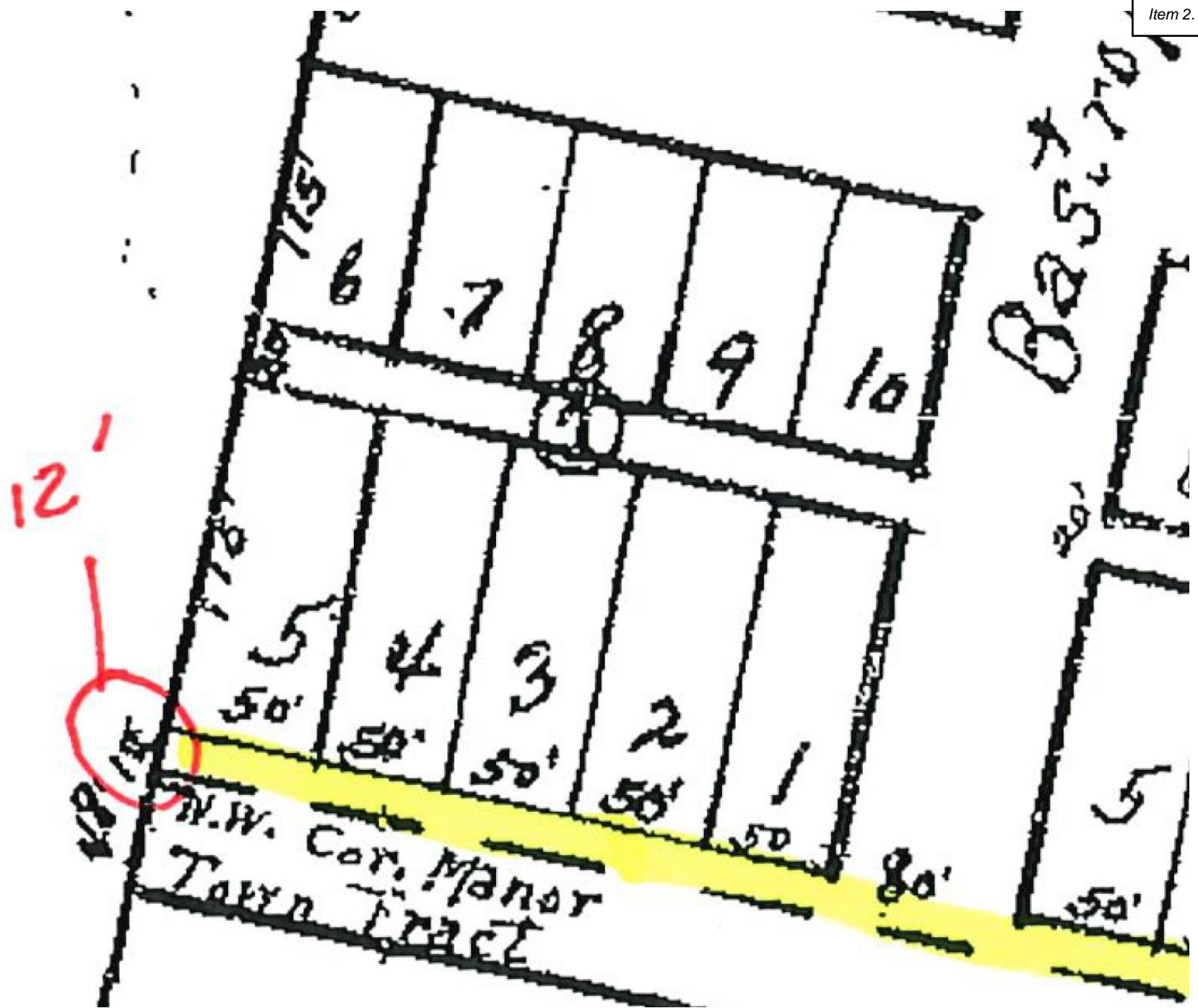
6.502. Lot Facing:

A. Street Frontage: Each lot shall be provided with the minimum frontage on an existing or proposed public street required by the Zoning Ordinance.

### A.E. LANE ADDITION PLAT MAP

Town of Manor, Texas.  
Scale: 200' = 1 inch.







1500 County Road 269  
Leander, TX 78641

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

Date: Thursday, April 6, 2023

Katherine Chen  
SAVVY ATX REALTY LIMITED LIABILITY COMPANY  
100 Congress AVE STE 2000, Austin TX 78701  
Austin TX 78701  
katherine.chen@savvytech.us

Permit Number 2023-P-1522-SF  
Job Address: 707 Bastrop, Manor, TX. 78653

Dear Katherine Chen,

The first submittal of the 707 Bastrop St Short Form Final Plat (*Short Form Final Plat*) submitted by SAVVY ATX REALTY LIMITED LIABILITY COMPANY and received on April 19, 2023, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B.

### **Engineer Review**

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

1. Note: Submit the short form final plat as one PDF, not individual sheets.
2. Will the water be supplied by Manville or City of Manor? Notes 3 and 11 are contradicting. If water is supplied by Manville, provide documentation that this has been approved by Manville.
3. Provide X and Y coordinates for four (4) property corners, using the state plane coordinate system.
4. Provide the location of building setback lines, as required by the City's Zoning Ordinance and indicated by dashed lines on the plat, and the location, dimensions, and descriptions of all required easements within the subdivision, intersecting, or contiguous with its boundaries or forming such boundaries. As per Manor Code of Ordinance Chapter 14 Section 14.02.007
5. A sidewalk is needed to be proposed along North Bastrop Street, if you have any questions you can defer to Scott Dunlop.
6. Provide the following note "Performance and maintenance guarantees as required by the City".

4/6/2023 12:13:37 PM  
707 Bastrop St Short Form Final Plat  
2023-P-1522-SF  
Page 2

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Tyler Shows  
Staff Engineer  
GBA



# Answers to Engineer Review

Item 2.

April 18, 2023

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

Re: [707 BASTROP ST TX 78653](#)  
Permit Number 2023-P-1522-SF

**Dear Mr. Dunlop,**

We received the review/feedback related to “707 Bastrop St Short Form Final Plat” and revised the project plans accordingly to address the comments noted. Please see the details of our revisions below.

**Engineer Review – Please see our answers in red pen below.**

1. Note: Submit the short form final plat as one PDF, not individual sheets.
  - **Katherine: Done. We combined it to one PDF.**
2. Will the water be supplied by Manville or City of Manor? Notes 3 and 11 are contradicting. If water is supplied by Manville, provide documentation that this has been approved by Manville.
  - **Katherine: The water will be supplied by City of Manor. Please see Notes 3.**
3. Provide X and Y coordinates for four (4) property corners, using the state plane coordinate system.
  - **Katherine: Done. Please see the updates in the PDF, all corners were updated.**
4. Provide the location of building setback lines, as required by the City’s Zoning Ordinance and indicated by dashed lines on the plat, and the location, dimensions, and descriptions of all required easements within the subdivision, intersecting, or contiguous with its boundaries or forming such boundaries. As per Manor Code of Ordinance Chapter 14 Section 14.02.007 \
  - **Katherine: Building setback lines were updated. Per Tyler: “The second part of comment #4 is a standard comment that the City of Manor uses, based on this Short Form Final Plat, since there are already existing utilities in the area (within existing easements) no additional easements are required.”, hence no additional easements are required.**
5. A sidewalk is needed to be proposed along North Bastrop Street, if you have any questions you can defer to Scott Dunlop.
  - **Katherine: Since the sidewalk will be proposed during the construction, we added Notes 15 “15.A SIDEWALK IS NEEDED TO BE PROPOSED ALONG NORTH BASTIROP STIREET.”**
6. Provide the following note “Performance and maintenance guarantees as required by the City”.
  - **Katherine: Done. Please see Notes 16. “16: PERFORMANCE AND MAINTENANCE GUARANTEES AS REQUIRED BY THE CITY.”**

Please let me know if you have any questions.

Respectfully,



Katherine Chen  
Savvy ATX Realty





1500 County Road 269  
Leander, TX 78641

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

Date: Monday, May 15, 2023

Katherine Chen  
SAVVY ATX REALTY LIMITED LIABILITY COMPANY  
100 Congress AVE STE 2000, Austin TX 78701  
Austin TX 78701  
katherine.chen@savvytech.us

Permit Number 2023-P-1522-SF  
Job Address: 707 Bastrop, Manor 78653

Dear Katherine Chen,

We have conducted a review of the final plat for the above-referenced project, submitted by Katherine Chen and received by our office on April 19, 2023, for conformance with City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A, Article II, Section 24. The Plat appears to be in general compliance with City Ordinance requirements and we, therefore, take no exception to their approval as presented. Please submit TWO (2) mylar copies of the final plat along with a current tax certificate and a check made out to Travis County for the filing fees to the City of Manor for signatures. One mylar is for City records and the other is for Travis County.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance. Please call if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Pauline M. Gray".

Pauline Gray, P.E.  
Lead AES  
GBA



5/31/2023

## City of Manor Development Services

# Notification for a Subdivision Short Form Final Plat

Project Name: 707 Bastrop St Short Form Final Plat  
Case Number: 2023-P-1522-SF  
Case Manager: Michael Burrell  
Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Subdivision Short Form Final Plat for 707 Bastrop St, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Short Form Final Plat for one (1) lot on .23 acres, more or less, and being located at 707 Bastrop St, Manor, TX.**

***Applicant: SAVVY ATX REALTY LIMITED LIABILITY COMPANY***

***Owner: Wenkai Chen***

The Planning and Zoning Commission will meet at 6:30PM on 6/14/2023 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 Subdivision Short Form Final Plat 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)

MARTINEZ ORALIA  
1301 CHICON ST 303  
AUSTIN TX 78702-2154

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

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

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

ECKART STEPHEN  
PO BOX 170309  
AUSTIN TX 78717-0019

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

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

ROMERO RONALDO & ANTONIA  
5808 HERON DR  
BUDA TX US 78610

FORREST DELORES M  
3262 KESTRAL WAY  
SACRAMENTO CA 95833-9616

LOZANO BENJAMIN KEEF  
8005 Briarwood Ln  
Austin TX 78757-8111

SEPECO  
PO BOX 170309  
AUSTIN TX 78717-0019

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

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

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

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

GARCIA EDWARD  
PO BOX 452  
MANOR TX 78653-0452

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

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

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

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

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



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on the first reading of an Ordinance rezoning two (2) lots on .297 acres, more or less, at 108 W Boyce & 104 W Boyce St., Manor, TX from Single Family (SF-1) to Downtown Business (DB).  
*Applicant: Jiwon Jung*  
*Owner: Build Block*

**BACKGROUND/SUMMARY:**

The property at 108 W. Boyce was previously requested to be rezoned to Downtown Business by the same applicant. At the February 8<sup>th</sup> P&Z meeting, discussion was held and the rezoning request for 108 W. Boyce was recommended for denial due to the lot’s small size and the remaining single family home at 104 W. Boyce between 108 W. Boyce and 109 N. Lexington. The City Council also denied the request for 108 W. Boyce for the same reasons. The applicant has purchased the lot at 104 W. Boyce to alleviate the prior concerns as the property is now larger and there won’t be a single family residence between two commercial/mixed-use developments.

The applicant has provided a conceptual layout of 3-story mixed-use building for the property. Downtown Business zoning is consistent with the area’s designation in the Comprehensive Plan’s Future Land Use Map as Downtown Mixed-Use. A combination of on-site and off-site (street) parking is envisioned.

P&Z did not have quorum at their 6/14 to provide a recommendation. The item will be placed on P&Z July 12<sup>th</sup> meeting for public hearing and consideration.

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

- Ordinance
- Letter of Intent
- Rezoning map
- Aerial Image
- Conceptual Site Plan
- FLUM
- Downtown Mixed-Use Dashboard
- Public Notices and Labels

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council postpone a public hearing on the first reading of an Ordinance rezoning two (2) lots on .297 acres, more or less, at 108 W Boyce & 104 W Boyce St., Manor, TX from Single Family (SF-1) to Downtown Business (DB) until July 19<sup>th</sup>.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
			<b>X- no quorum</b>

**ORDINANCE NO.**

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

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

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

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

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

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

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

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

**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.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the \_\_\_ day of \_\_\_ 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of \_\_\_ 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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



**ORDINANCE NO.**

**Page 3**

**EXHIBIT “A”**

Property Address:  
104-108 West Boyce Street, Manor, TX 78653

Property Legal Description 104 West Boyce Street:

Being the west one-half (1/2) of Lot 16, 17 and east one-half (1/2) of Lot 18, Block 29, Town of Manor

Property Legal Description 108 West Boyce Street:

Being the west one-half (1/2) Lot 18, 19, and 20, Block 29, Town of Manor

May. 15, 2023

Development Services  
City of Manor  
105 E Eggleston Street  
Manor, TX 78653

## Letter of Intent for Rezoning

**Project Address: 104 Boyce St, Manor, TX 78653**

**Property ID: 238661**

**Legal Description: W 1/2 OF LOT 16, 17 & E 1/2 OF LOT 18 BLK 29 MANOR TOWN OF**

The property owner seeks to rezone the 0.165-acre lot located at 108 W Boyce St, Manor, TX 78653 from SF-1(Single Family Suburban) to DB (Downtown Business).

Manor city is planning to expand its central commercial area to revitalize the city and improve the quality of life of adjacent residential areas. To keep up with that idea, dense development of urban areas, especially divided into Downtown Mixed-Use uses including the site, will be required. However, the subject site, which is in the Downtown Mixed-Use area, is currently designated as an SF-1(Single Family Suburban) zone, and only low-density development is possible, which is not in line with Manor city's urban planning. In this situation, I hope that we can create a dense commercial and residential community to meet the idea of Manor city planning, through this zoning change.

As a large multi-family and mixed-use development project such as Manor Crossing Project is planned, the owner seeks an opportunity to respond to the population growth. Rezoning this tract will allow providing opportunities for cultural diversity and commercial growth. The property currently sits along West Boyce Street as a cross lot being DB-zoned parcel. I believe that rezoning the subject tract as proposed will not alter or impair the adjacent uses/properties.

I appreciate your consideration of the proposed rezoning application for approval and will be available to answer questions you might have regarding this matter. Please do not hesitate to email with your questions and comments.

Sincerely,

Jiwon Jung  
CEO of Build Block Inc.  
2700 E 2nd St  
Los Angeles, CA 90033

May. 15, 2023

Development Services  
City of Manor  
105 E Eggleston Street  
Manor, TX 78653

## Letter of Intent for Rezoning

**Project Address: 108 W Boyce St, Manor, TX 78653**

**Property ID: 238660**

**Legal Description: W 1/2 OF LOT 18,19-20 BLK 29 MANOR TOWN OF**

The property owner seeks to rezone the 0.165-acre lot located at 108 W Boyce St, Manor, TX 78653 from SF-1(Single Family Suburban) to DB (Downtown Business).

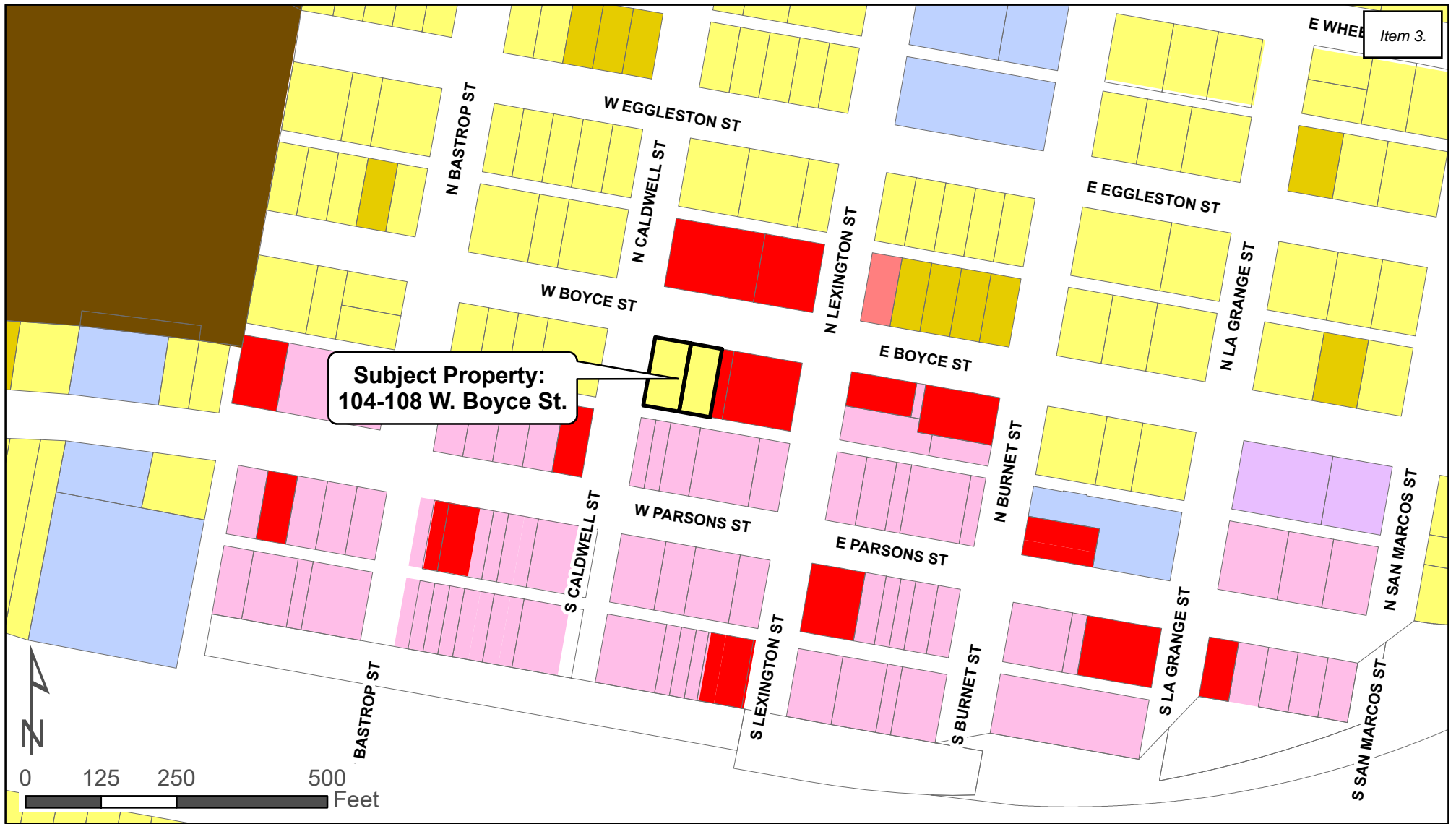
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I appreciate your consideration of the proposed rezoning application for approval and will be available to answer questions you might have regarding this matter. Please do not hesitate to email with your questions and comments.

Sincerely,

Jiwon Jung  
CEO of Build Block Inc.  
2700 E 2nd St  
Los Angeles, CA 90033



**Subject Property:  
104-108 W. Boyce St.**

Item 3.

**Current:**  
Single Family Suburban (SF-1)

**Proposed:**  
Downtown Business (DB)

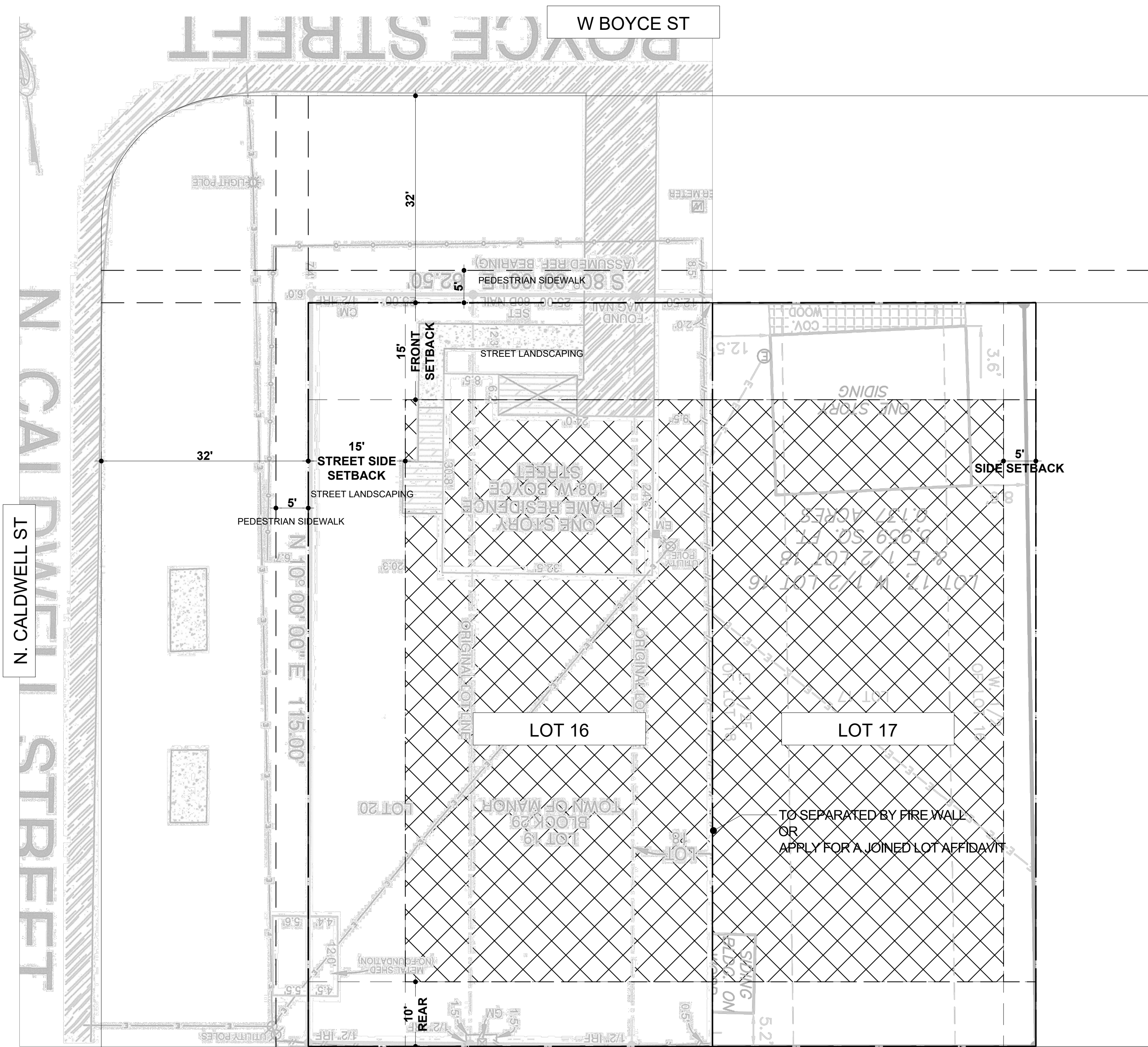


Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	TH - Townhome
	MF-1 - Multi-Family 15
	MF-2 - Multi-Family 25
	MH-1 - Manufactured Home
	I-1 - Institutional Small
	I-2 - Institutional Large
	GO - General Office
	C-1 - Light Commercial
	C-2 - Medium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









— — — PROPERTY LINE  
 [Cross-hatched box] BUILDABLE AREA (64% LOTS)

**A (N) BUILDABLE AREA**  
 SCALE = 3/32" = 1'-0"

**SITE INFORMATION - 108 BOYCE**

Site Address: 108 W Boyce St, Manor, TX 78653  
 Block: 29  
 Legal Description: W 1/2 of lot 18, 19-20 BLK 29 Town of Manor  
 Lot Size: 0.165 acres (7,187.4 SF)

**SITE INFORMATION - 104 BOYCE**

Site Address: 104 W Boyce St, Manor, TX 78653  
 Block: 29  
 Legal Description: W 1/2 of lot 16, 17 & E 1/2 of lot 18 BLK 29 Town of Manor  
 Lot Size: 0.132 acres (5,749.92 SF)

**BUILDING CODE ANALYSIS (DOWNTOWN BUSINESS)**

Setbacks  
 Front: 15 ft  
 Side: 0 ft with Fire-Rated Walls  
 Rear: 10 ft  
 Street Side: 15 ft

Max. Building Height: 60 ft  
 Max. Building Coverage: 95%

Minimum Dwelling Size: 500 SF, Historic  
 Max. # of Dwelling Units: 25 per Acre

**PARKING ANALYSIS**

Residential  
 1 1/2 Required for 1-Bedroom unit  
 2 Required for each 2-Bedroom unit  
 2 1/2 Required for 3+ Bedroom unit  
 - 10% of total spaces for guests

Commercial  
 1 per 250 square feet

OWNER: BUILD BLOCK  
 PROJECT ADDRESS: 108, 104 W BOYCE ST, MANOR, TX 78653  
**MIXED-USE DEVELOPMENT**

**REVISION TABLE**

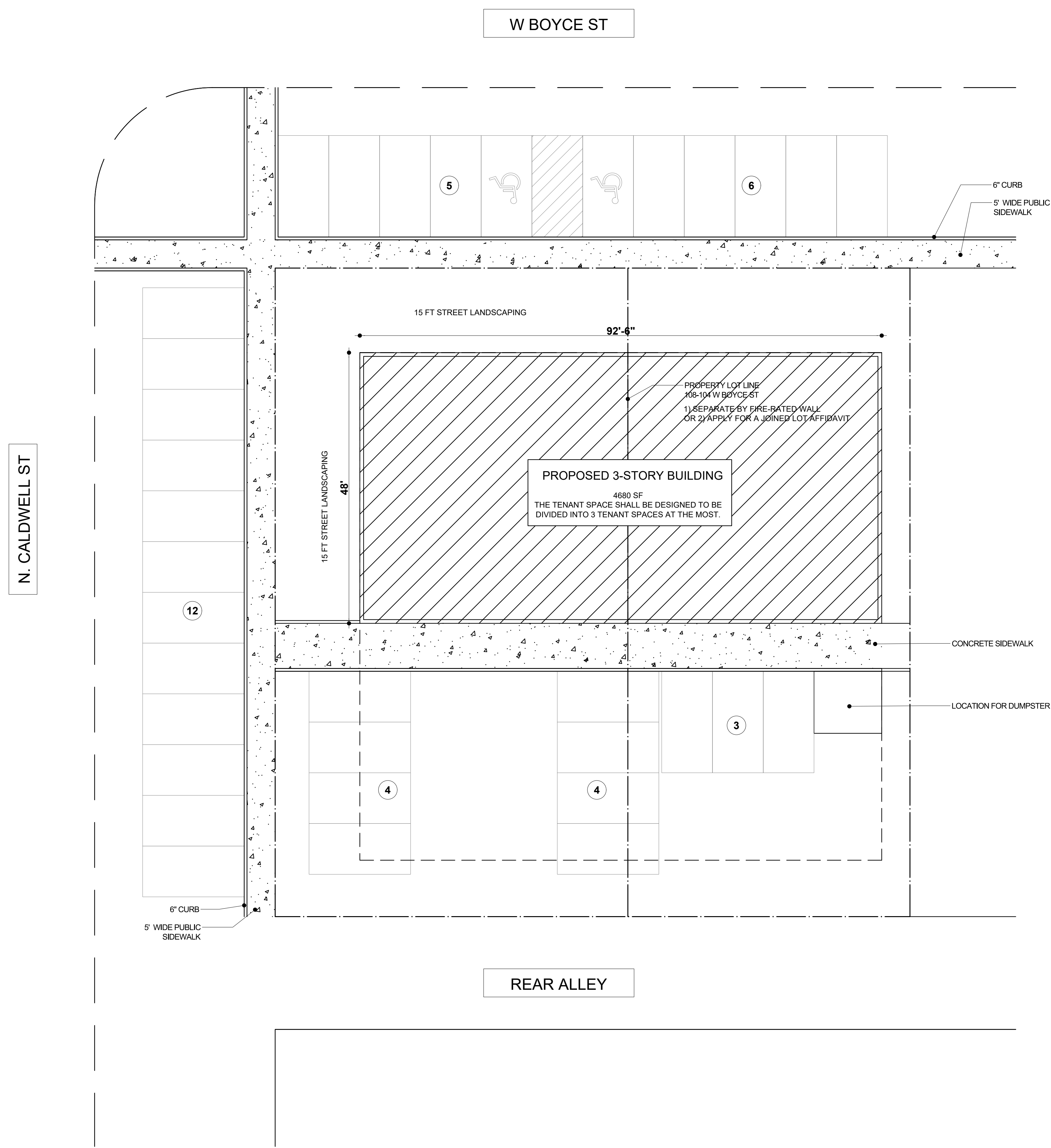
Number	Date	Description
1	MAY 22, 2023	REZONING APPLICATION

PROJECT # : 21036101 - 2  
 PLOT DATE : 2023 / 05 / 22  
 DRAWN BY : JIWON JUNG  
 CHECKED BY : JIWON JUNG

ALL IDEAS, ARRANGEMENTS AND DESIGN CONCEPTS ARE PROPRIETARY TO JIWON JUNG AND SHALL NOT BE USED OR REPRODUCED IN PART OR IN WHOLE WITHOUT THE EXPRESS PERMISSION IN WRITING BY JIWON JUNG.

**PROJECT SUMMARY**

**A-0.0**



### ARTICLE 15.02 - PARKING STANDARDS

USE	# OF PARKING SPACES	REQUIRED	PROVIDED
RESIDENTIAL - MULTI-FAMILY	1 & 1/2 SPACE FOR EACH 1-BEDROOM UNIT	6	15
	2 SPACES FOR EACH 2-BEDROOM UNIT	8	
RETAIL SALES	ONE SPACE FOR EACH 250 SF OF RETAIL FLOOR AREA	19	19
<b>TOTAL</b>		<b>34</b>	<b>35</b>

**A** GROUND FLOOR PLAN (COMMERCIAL)  
SCALE = 3/32" = 1'-0"

OWNER: BUILD BLOCK  
PROJECT ADDRESS: 108, 104 W BOYCE ST, MANOR, TX 78663  
**MIXED-USE DEVELOPMENT**

REVISION TABLE

Number	Date	Description
	MAY 22, 2023	REZONING APPLICATION

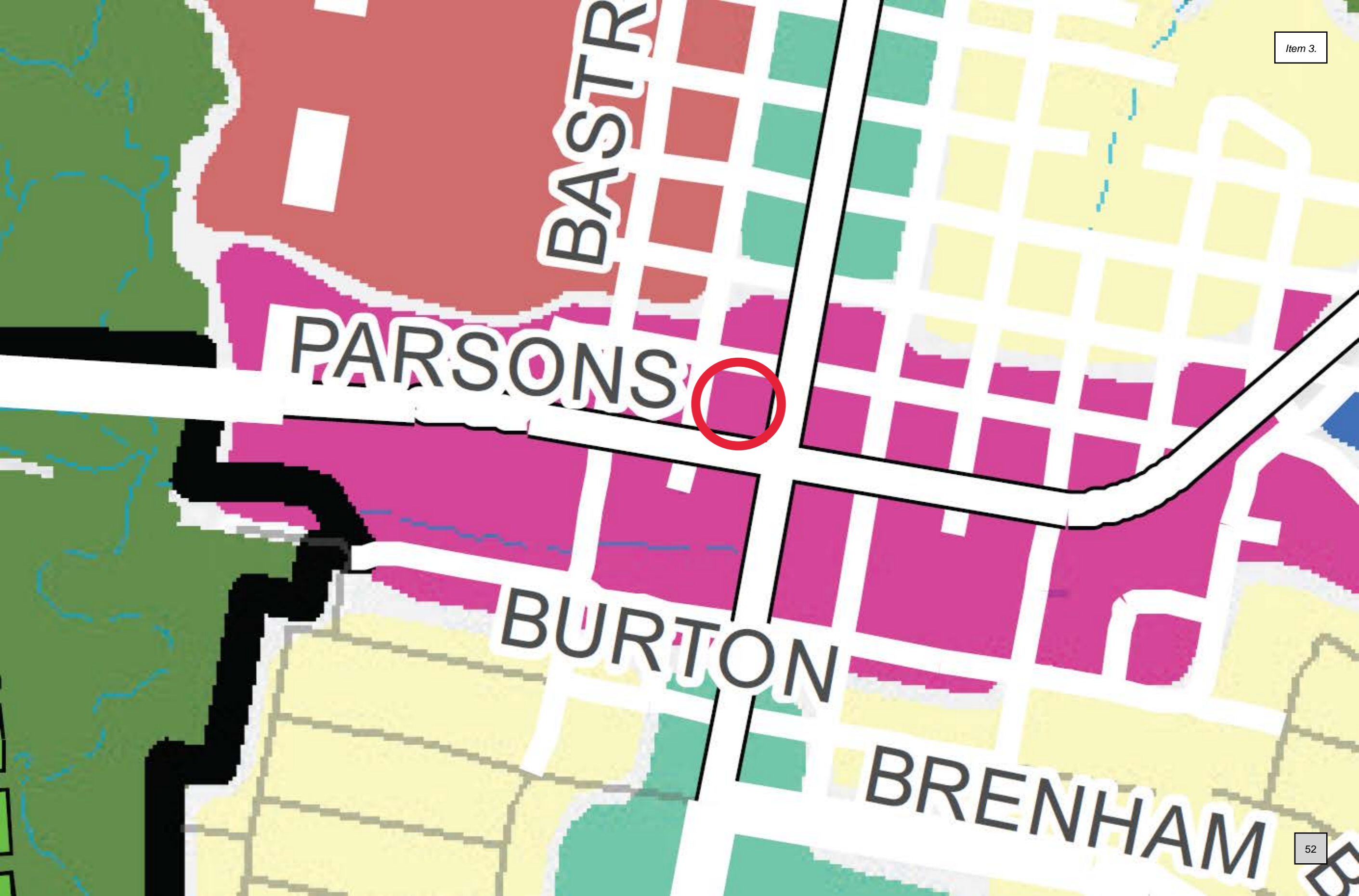
PROJECT # : 21036101 - 2  
PLOT DATE : 2023 / 05 / 22  
DRAWN BY : JIWON JUNG  
CHECKED BY : JIWON JUNG

ALL IDEAS, ARRANGEMENTS AND DESIGN CONCEPTS ARE PROPRIETARY TO JIWON JUNG. AND SHALL NOT BE USED OR REPRODUCED IN PART OR IN WHOLE WITHOUT THE EXPRESS PERMISSION IN WRITING BY JIWON JUNG.

PRELIMINARY PLANS

**A- 0.1**







**DOWNTOWN MIXED-USE**

Downtown Mixed-Use is intended for the residential, commercial, business, and office uses that line the Old Highway 20 corridor and adjacent streets, including the traditional downtown shopping district of Manor.

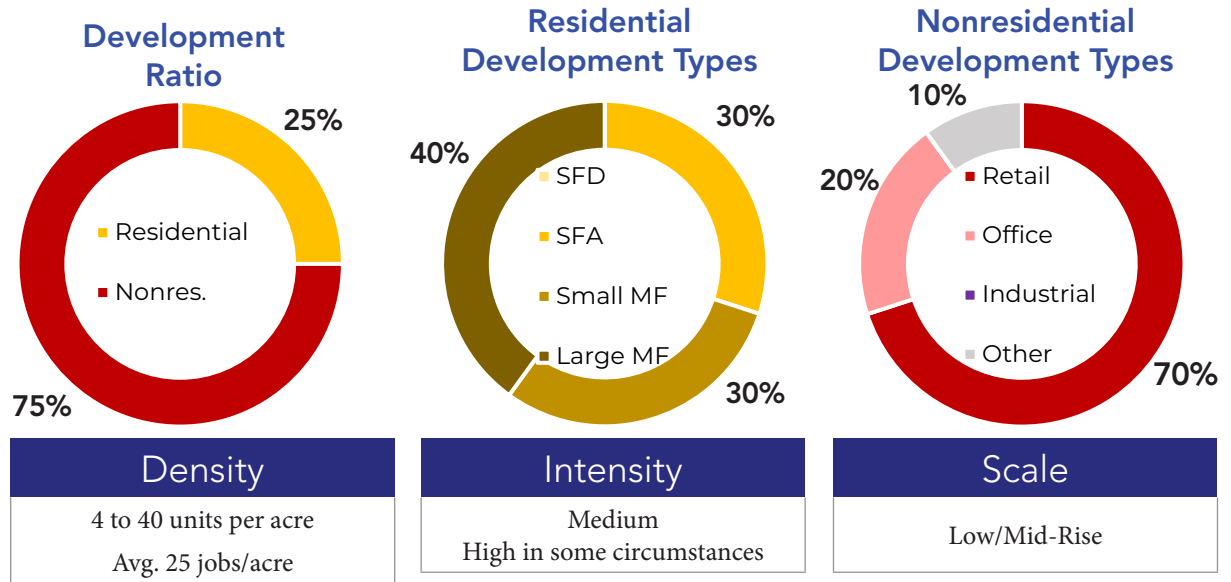
Not only is this area currently a mixed-use environment currently, but it is envisioned to see a strong reinvention via more density and a higher mix of uses in the future. This area should be designed to accommodate transit, should rail services extend to Manor from Austin. However, even if the rail does not come, a downtown that is comprised of high-density mixed-use development will still bring many opportunities and benefits to the community.

Densities range between 4 and 40 units per acre, although individual sites may achieve higher densities if they are coordinated within the rest of the area, provide superior access to services and amenities, and appropriate compatibility to adjacent uses is provided.

Here, infill development especially presents opportunities for small businesses, unique and dense housing options and potentially even small scale/artisan manufacturing.

The pedestrian environment and experience should be top priority in Downtown and feature public gathering places, active streets, engaging storefronts, and sidewalk cafes. This is the best place in Manor to double down on and invest in creating a sense of place and identity for the community.

Figure 3.10. Downtown Mixed-Use Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered compatible since the intent is to provide retail/services, activity centers and diversified housing to support surrounding neighborhoods and drive community identity/gathering
SFD + ADU	● ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○	
SFA, Townhomes and Detached Missing Middle	● ● ● ○ ○	This can be compatible provided that the overall Downtown Mixed Use area also contains mixed-use urban flex buildings or shopping centers with which this housing product integrates in a manner to promote walkability and transitions; these development types should be located on secondary roads rather than primary thoroughfares within Downtown, as those areas 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 Downtown Mixed Use category; provides for activity centers, retail, services and diverse housing options at a scale compatible with and supportive of surrounding neighborhoods to promote walkability; design should emphasize the pedestrian experience rather than people driving automobiles
Mixed-Use Urban, Community Scale	● ● ● ○ ○	Not generally considered compatible due to incompatible scale with neighborhoods, but can be depending on adjacencies to green space or more intensive uses
Shopping Center, Neighborhood Scale	● ● ● ● ○	While less preferred than a mixed-use urban flex building, the use provides for activity centers, retail and services at a scale compatible with and supportive of surrounding neighborhoods to promote walkability; becomes more compatible if a horizontal approach to mixed-use is deployed, such as inclusion of small apartments nearby or within the same site, or to match the scale of adjacent historic buildings
Shopping Center, Community Scale	● ● ○ ○ ○	Not generally considered compatible due to incompatible scale with Downtown, but can be depending on adjacencies to green space or more intensive uses; may function better on the western and eastern edges of the Downtown Mixed Use area
Light Industrial Flex Space	● ● ○ ○ ○	Not generally considered compatible due to incompatible scale with Downtown, but can be if particularly small-scale and included alongside more appropriate development types, or with integration of a storefront experience. Examples of appropriate uses might include maker spaces, coffee roasting, micro-breweries, and similar businesses
Manufacturing	● ○ ○ ○ ○	Not considered compatible
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.



5/31/2023

## City of Manor Development Services

# Notification for a Rezoning Application

Project Name: 108 W Boyce & 104 W Boyce Rezoning from SF-1 to DB  
 Case Number: 2023-P-1541-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 108 W Boyce & 104 W Boyce St., Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for two (2) lots on .297 acres, more or less, at 108 W Boyce & 104 W Boyce St., Manor, TX from Single Family (SF-1) to Downtown Business (DB).**

***Applicant: Jiwon Jung***  
***Owner: Build Block***

The Planning and Zoning Commission will meet at 6:30PM on June 14, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on June 21, 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)

Behzad Bahrami  
PO Box 82653  
Austin TX 78708

Ramon E Jr Paiz  
PO Box 280  
Manor TX 78653

Marcos & Maria Chavez  
127 Dry Creek Rd  
Unit B Manor TX 78653

Claudie G & Sammie M Young  
PO Box 145  
Manor TX 78653

Juan Jr & Diana E Gerl Vasquez  
PO Box 449  
Manor TX 78653

Monica Ann Castillo  
PO Box 1097  
Manor TX 78653

Veronica Michelle Donley  
204 W. Eggleston St  
Manor TX 78653

Debbie Ann & Darrell Guajardo  
2501 Goforth Rd  
Kyle TX 78640

Helen Casas  
PO BOX 223  
Manor TX 78653

Victor M & Debra B Almaguer  
3209 Ray St  
Austin TX 78702

Nora L & Jose A Jr Sanchez  
PO Box 232  
Manor TX 78653

Maria Rocha  
207 W Boyce St  
Manor TX 78653

Jesse & Julia Rocha  
PO Box 1002  
Manor TX 78653

Alfredo, Contreras Renteria, Aurelia  
PO Box 11  
Manor TX 78653

Bradley G & Paula B Bowen  
18109 Whitewater CV  
Round Rock TX 78681

Jesse & Olivia Sanchez  
PO Box 811  
Manor TX 78653

Jose Soto & Maribella, Cortez Gonzalez,  
Jaimes  
14845 Bois Darc LN  
Manor TX 78653

Sepeco  
PO Box 170309  
Austin TX 78717

2017 Manor LLC  
203 W Parsons St  
Manor TX 78653

Barbarita Samudio Sanchez  
PO Box 142  
Manor TX 78653

Jorge Moreno  
4301 Jan St Unit B  
Harlingen TX 78550

Davis Capital Investments LLC  
PO Box 268  
Manor TX 78653

William C Gault  
PO Box 32  
Manor TX 78653

Michael E & Tabatha A Darilek  
PO Box 976  
Manor TX 78653

Virginia Z Cardenas  
PO Box 243  
Manor TX 78653

Timothy Mack Sherrod  
2705 Taft Blvd  
Wichita Falls TX 76308

120 East Boyce Street LLC  
1004 Meriden Ln  
Austin TX 78703

Ernesto Suarez  
14121 Bois D Arc Ln  
Manor TX 78653

Lundgren Edwin O Estate  
507 Arbors CIR  
Elgin TX 78621

Lopez Mar Lift Estate  
208 West Parsons  
Manor TX 78653

Ringo Ming-Ling, Yu Chi Sun, Wu  
707 Knollwood Dr  
Austin TX 78746

L&L Investment Enterprises LLC  
302 E 32nd St  
Austin TX 78705

Aurelio Jr Ponce  
200 W Parsons St  
Manor TX 78653

Billy C Duett  
Po Box 562  
Manor TX 78653

Maqil Inc  
PO Box 399  
Manor TX 78653

Moein M Hassan  
Po Box 140853  
Austin TX 78714



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Conduct a public hearing on the first reading of a Preliminary Planned Unit Development (PUD) Site Plan for the Okra Tract Development, three hundred and thirty-one (331) lots on 113.4 acres, more or less, and being located at 14418 N. FM 973, Manor, TX.

*Applicant: Sotol Ventures*

*Owner: Dalton Wallace*

### BACKGROUND/SUMMARY:

This Preliminary PUD allows up to 325 single family lots with up to 80% of the lots being 50' and 20% being 60' wide. The minimum lot size is 6,000 (50' x 120') and the minimum dwelling unit size (heated/cooled area) is 1,700 sf.

There are 4.1 acres of C-2 Medium Commercial on FM 973 with certain uses prohibited.

The PUD is consistent with the land use designations in the Comprehensive Plan's Future Land Use Map with Commercial Corridor uses on FM 972 and Neighborhood uses between the commercial and Wilbarger Creek. The PUD is also consistent with the Trails Plan and Thoroughfare Plan in the Comprehensive Plan.

The PUD has 8.8 acres of non-floodplain, non-detention area parkland in three areas and connected by a trail system. The amount of parkland acreage exceeds code requirements by 3.88 acres. Within the parkland, they'll construct a 2-5 year old playground, 5-12 year old playground, minimum 20 stall parking lot, 10,000 sf dog park, minimum 20'x30' pavilion, and a basketball court. These are public amenities but maintained by the HOA.

Additionally, the owner is retaining the floodplain/open space but is dedicating an access easement for a regional trail that will be constructed with this PUD that connects to the Shadowglen trail(s) in the south and Monarch Ranch to the north, as well as internal trails that connect to the proposed Monarch Ranch internal trails. To provide a safe trail crossing across the collector road, a crosswalk with pedestrian-activated flashing lights will be installed.

Staff also recommends that one additional trail connection be made into Shadowglen from the sidewalk trail that extends from Allard Drive to the southern boundary of the Okra Tract.

The PUD also contains two unloaded collector roads that are 64' ROW, one of which is on our Thoroughfare Plan and would be a parallel north-south route to FM 973. This roadway, Silent Falls Way, would extend through Okra and Monarch Ranch, then cross Gregg Lane and extend north through the New Haven and Mustang Valley subdivisions to Anderson Lane ending at Schmidt Lane. Similar to Mustang Valley, New Haven and Monarch Ranch, the collector roads will have a 10' landscaping buffer along them and upgrading subdivision fencing with masonry columns.

TxDOT has provided and the developer has agreed in-lieu of a TIA they will extend the center turn lane from Tinajero to the northern connection of Suncrest with it tapering off past Suncrest. A right turn lane on southbound FM 973 will also be added. No signal is planned. Travis County also waived a TIA as the County roads that are being connected to within Shadowglen are built-out and no further improvements would be required. No existing city roads are being connected to so the city is not requiring a TIA as TxDOT has worked out the necessary mitigations with the developer.

P&Z did not have quorum at their 6/14 to provide a recommendation. The item will be placed on P&Z July 12<sup>th</sup> meeting for public hearing and consideration.

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

- Presentation
- PUD Site Plan
- Rezoning Map
- Aerial Image
- FLUM & Dashboards
- FM 973 Improvement Area
- Collector Road Alignment
- Allard Drive Trail Connection
- Engineer Comments & Acceptance
- Public Notice and Labels

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council postpone a public hearing on the first reading of a Preliminary Planned Unit Development (PUD) Site Plan for the Okra Tract Development, three hundred and thirty-one (331) lots on 113.4 acres, more or less, and being located at 14418 N. FM 973, Manor, TX until July 19<sup>th</sup>.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None X – no quorum</b>
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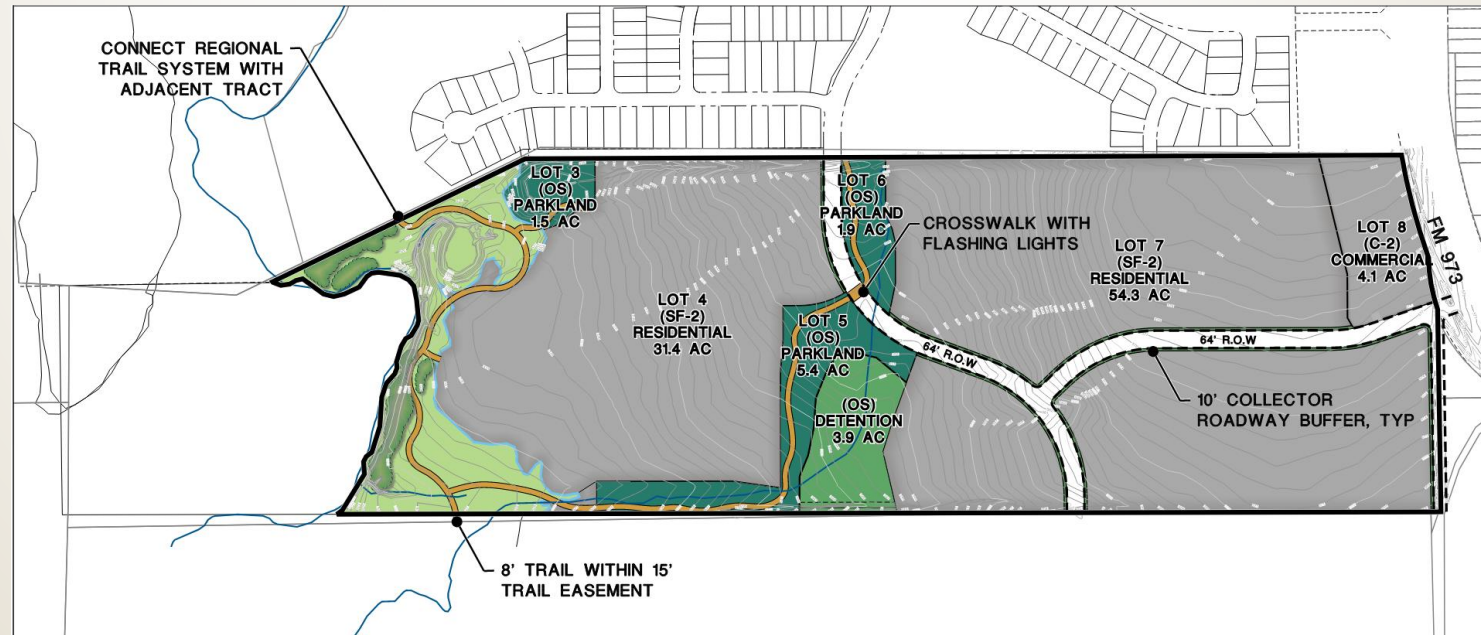


# OKRA

Located off FM 973

# OKRA

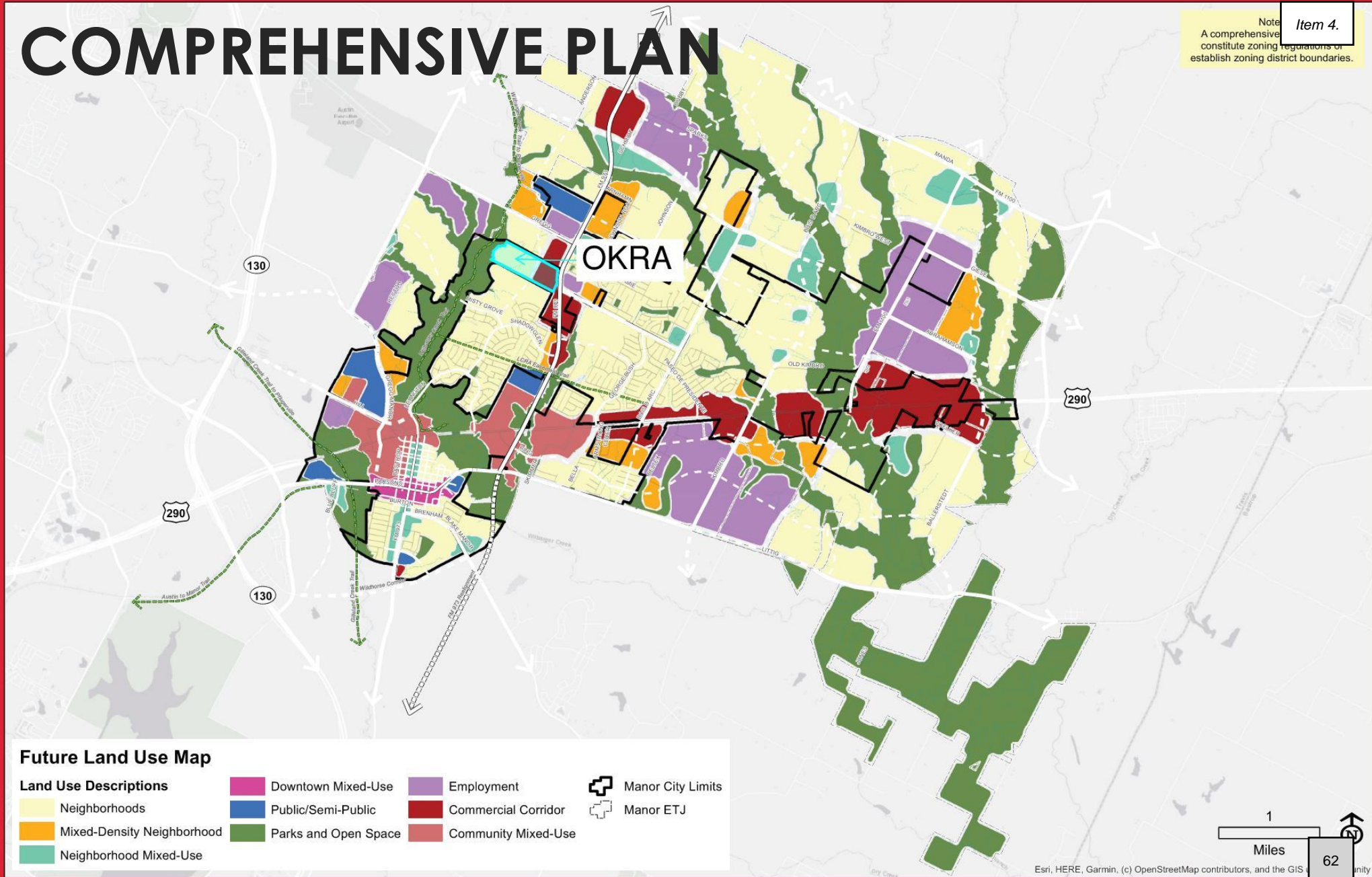
- 113.415 acres
- Currently zoned C2
- Proposed mix-use development with commercial and residential



# COMPREHENSIVE PLAN

Note  
A comprehensive  
constitute zoning regulations or  
establish zoning district boundaries.

**Item 4.**



## Future Land Use Map

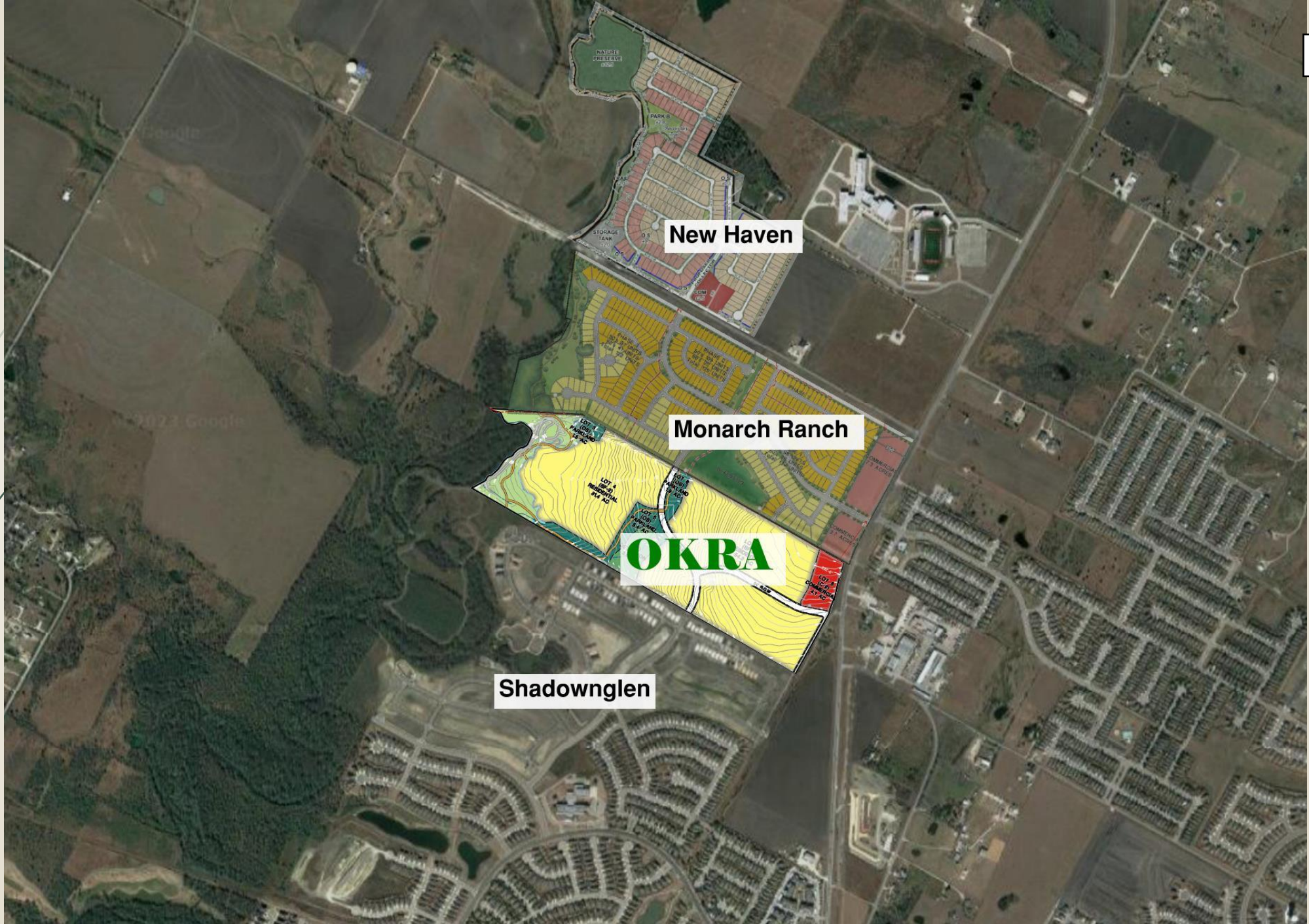
Land Use Descriptions	
Downtown Mixed-Use	Employment
Neighborhoods	Commercial Corridor
Mixed-Density Neighborhood	Community Mixed-Use
Neighborhood Mixed-Use	Parks and Open Space
Public/Semi-Public	Manor City Limits
	Manor ETJ

1  
Miles

62

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS User Community

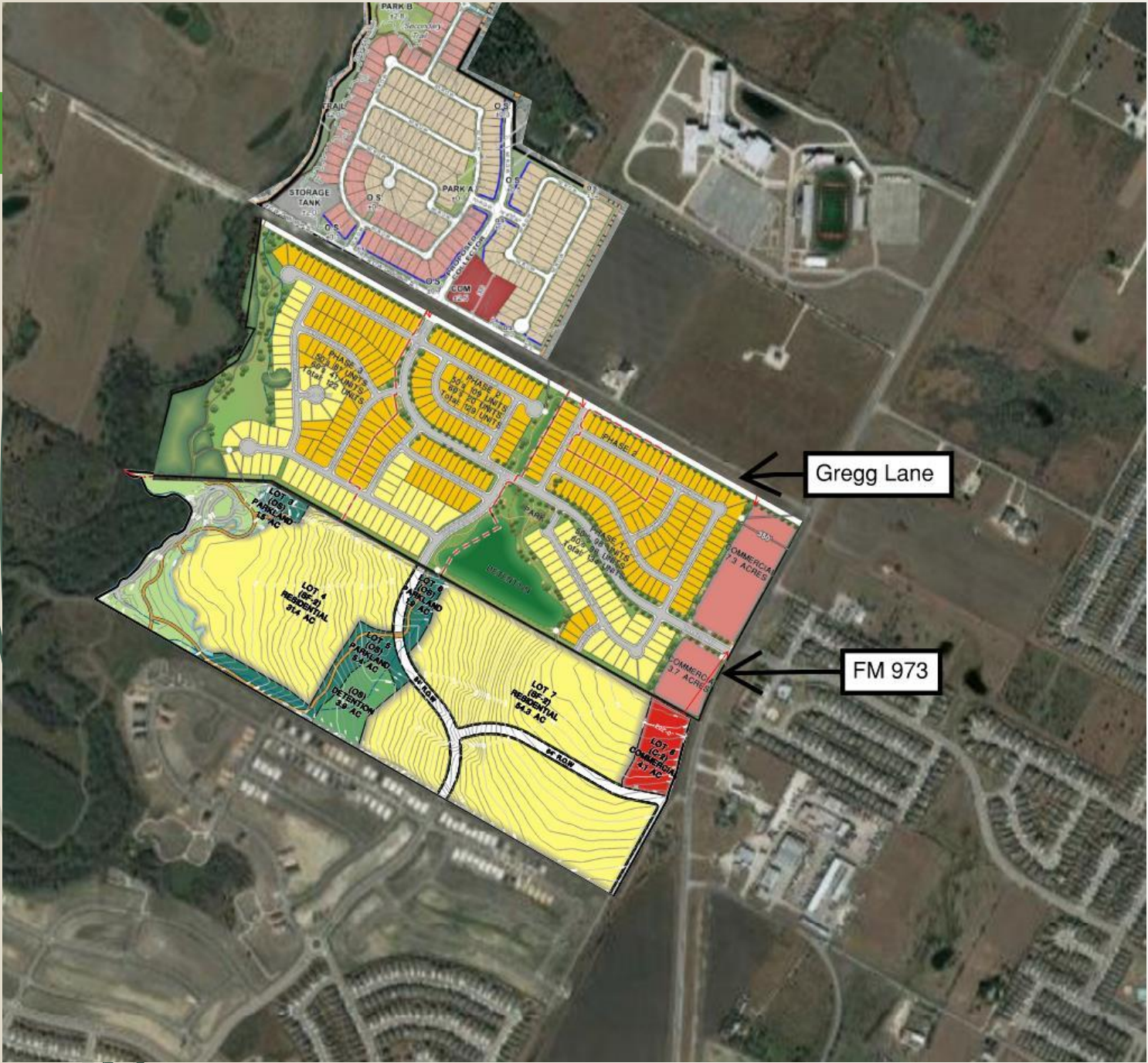






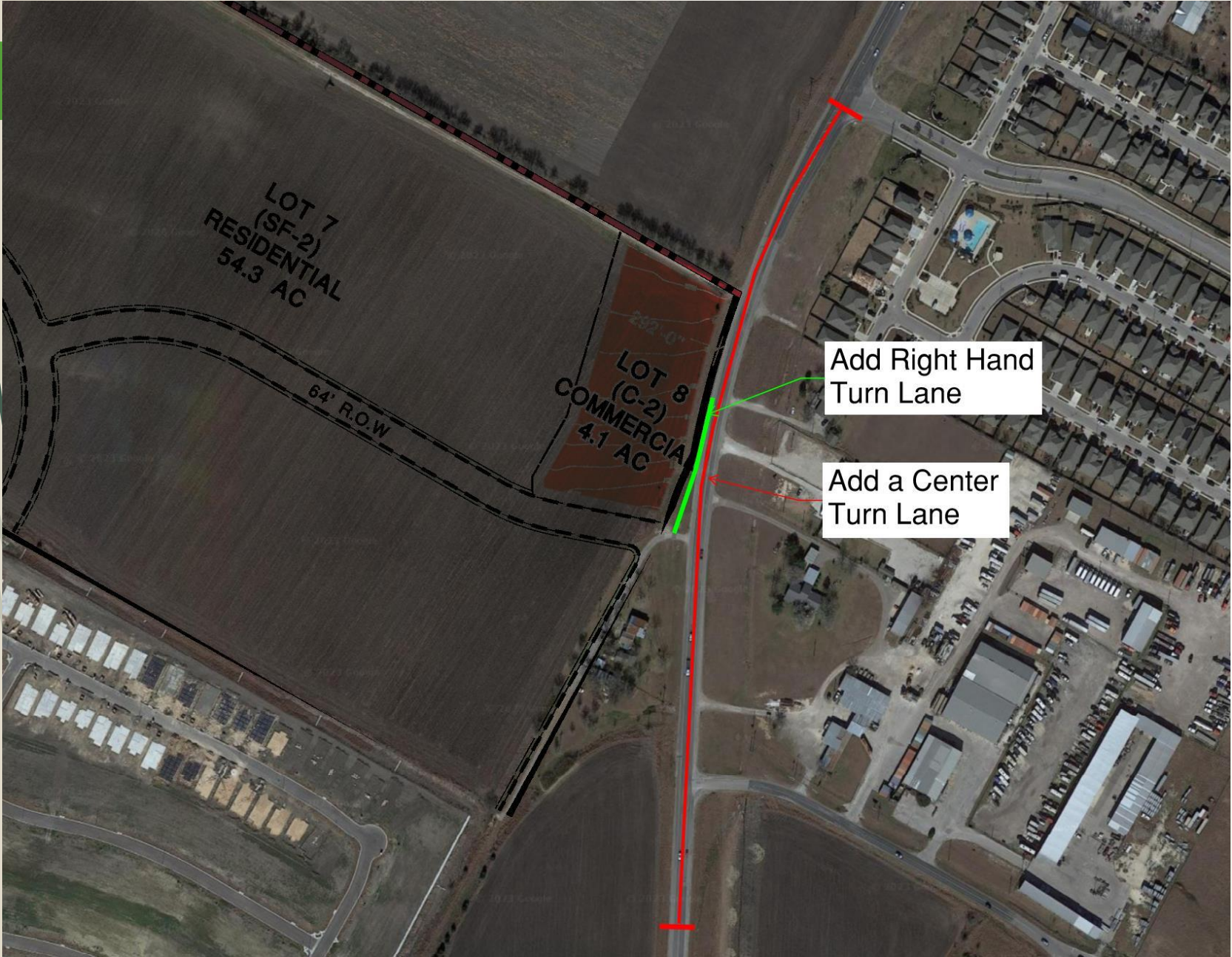
# INTERNAL ROAD IMPROVEMENTS

- ▶ 64' Silent Falls Way collector road from Shadowglen to New Haven
- ▶ 64' collector road entrance off FM 973





# EXTERNAL ROAD IMPROVEMENTS



- Extend the Center Lane that ends at Tinajero Way past Suncrest
- Add a Right Hand Turn Lane into OKRA

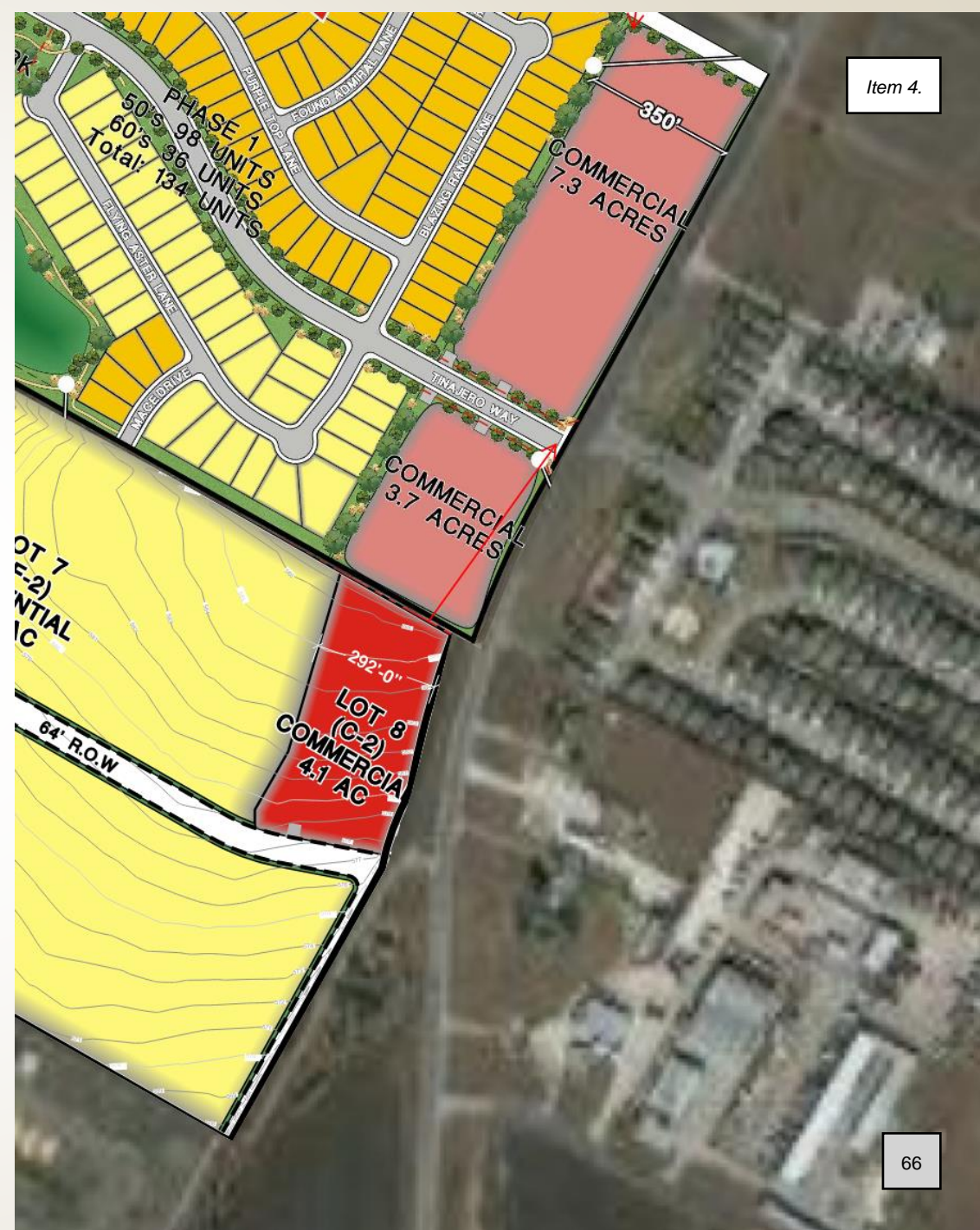


# COMMERCIAL – C2

➤ 4.1 acres commercial

The following uses shall be prohibited within the C-2 area of the PUD:

- Amusement (outdoor)
- Automobile Repair (minor)
- Automobile Repair (major)
- Commercial Off-Street Parking
- Contractor's Shop
- Financial Services (alternative)
- Funeral Services
- Kennel
- Laundry Services
- Mini-Storage Warehouse
- Off-Site Accessory Parking
- Pawnshop
- Recreational Vehicle Sales and Rental
- Truck and Trailer Sales and Rental
- Veterinary Service, Large



# RESIDENTIAL – SF2

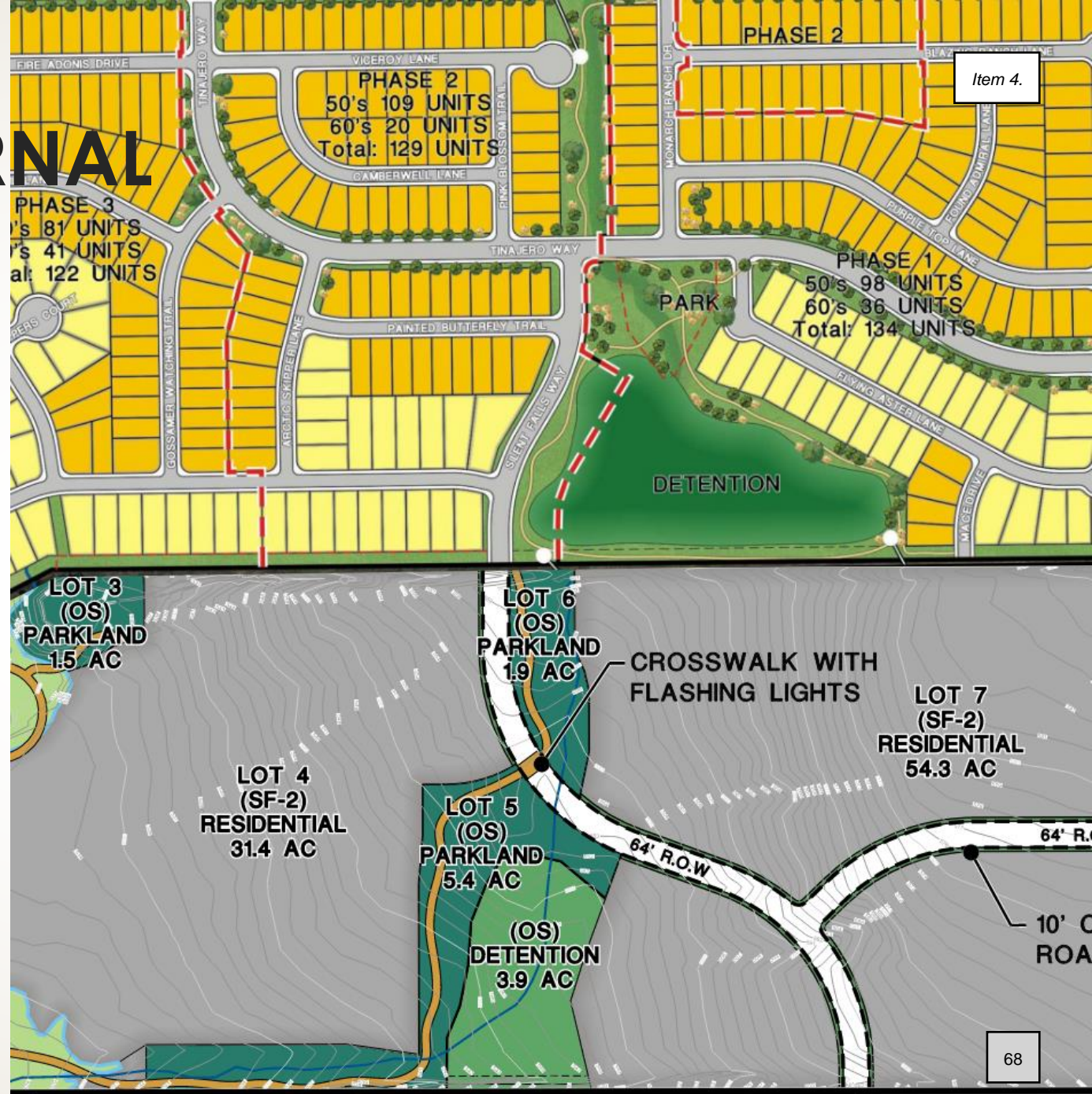


- Mixture of 60' and 50' lots
- Lot depth 120 ft
- ~300 homes



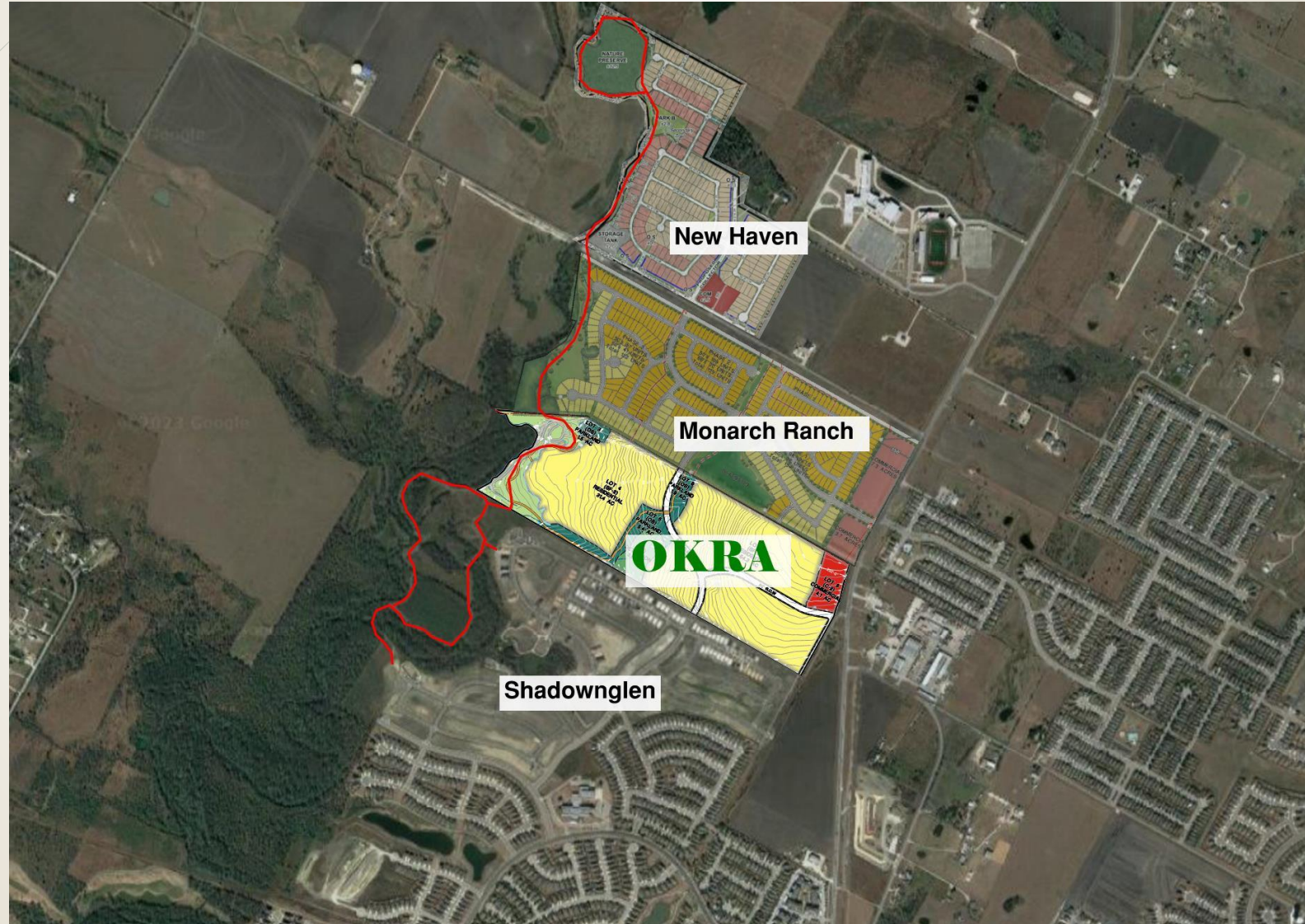
# PARKLAND- INTERNAL

- Connected to Monarch Ranch's public parkland land through trails and a crosswalk
- 8.8 acres
  - Detention is **not** included in the parkland calculation
- Amenities:
  - Two playgrounds
  - Parking
  - Dog park
  - Basketball court
  - Pavilion

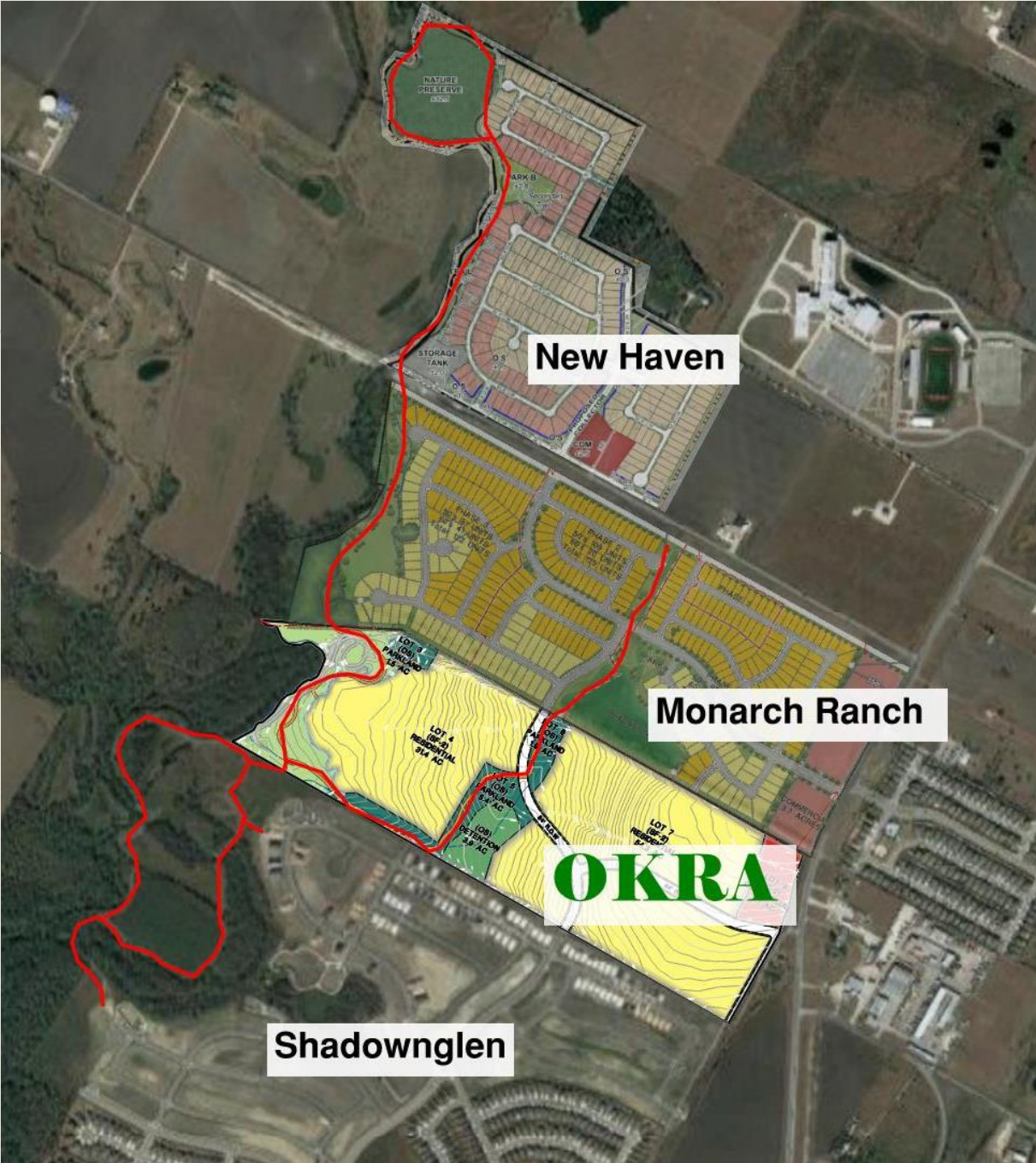




# PARKLAND REGIONAL





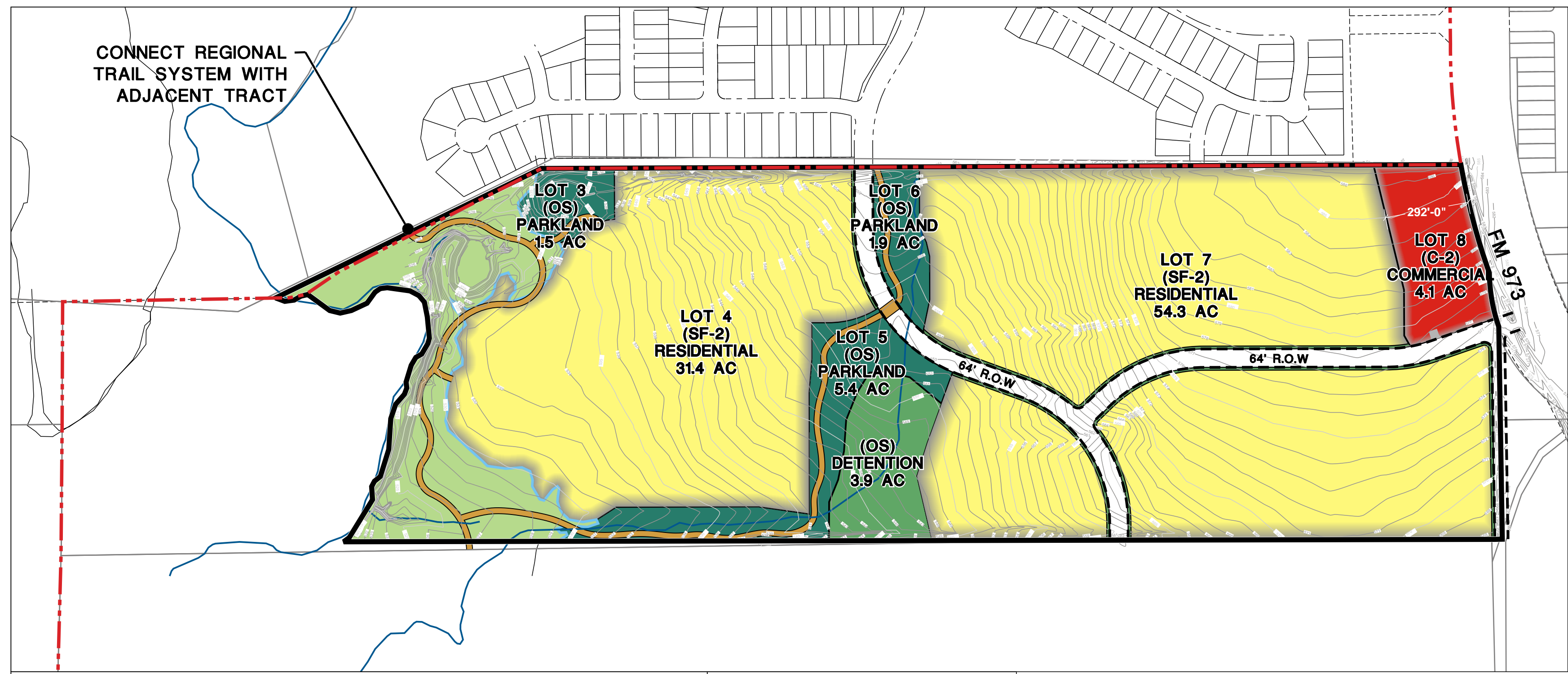


- Regional Trail and Public Park on OKRA maintained by OKRA HOA



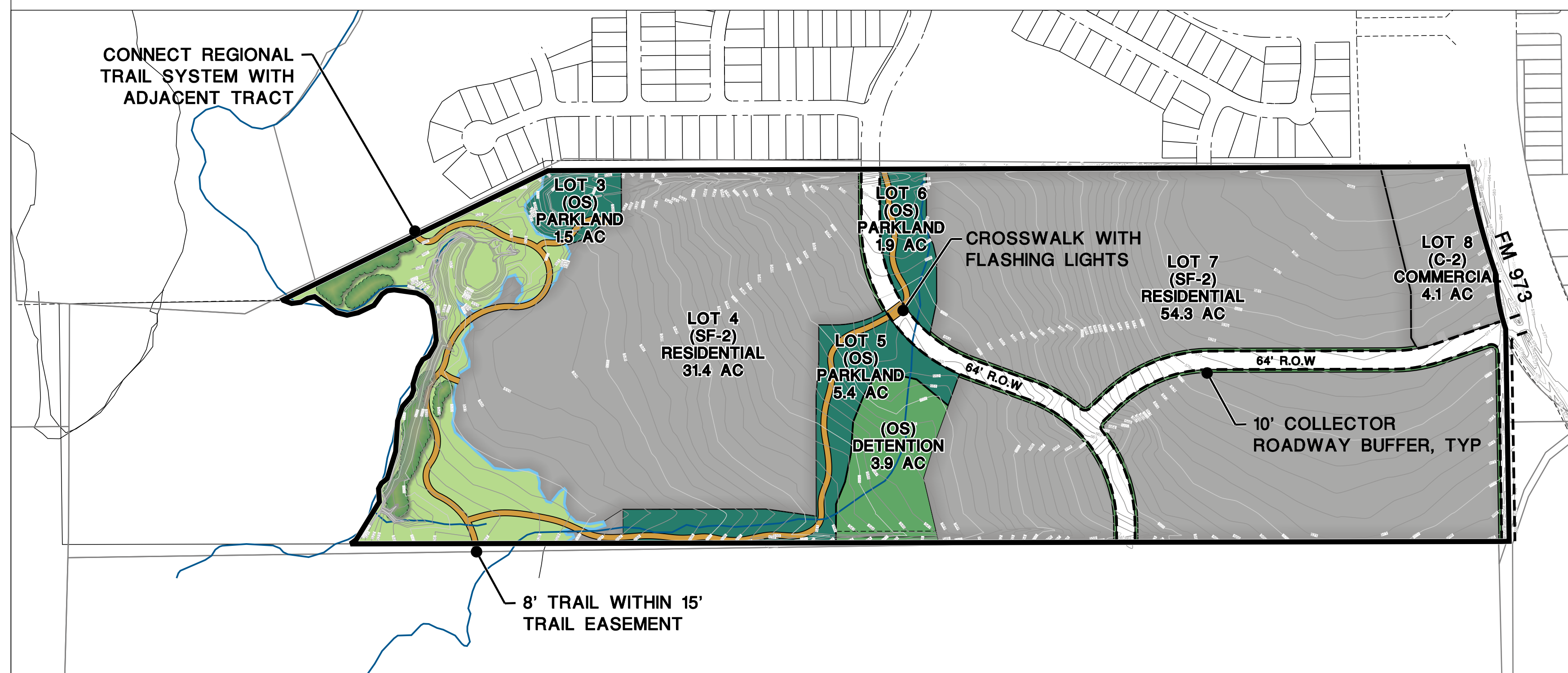
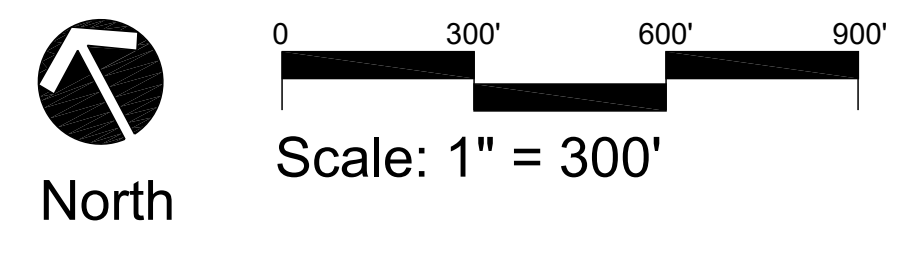
# Questions?





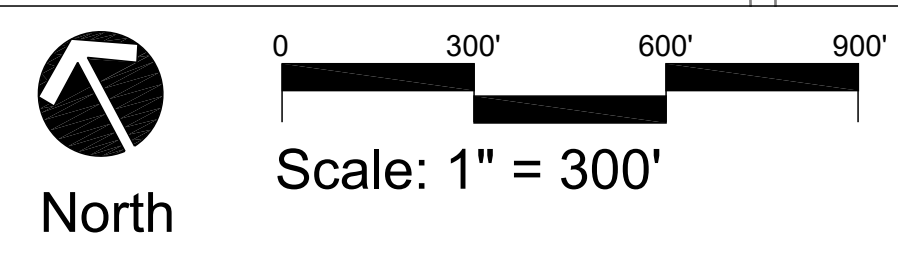
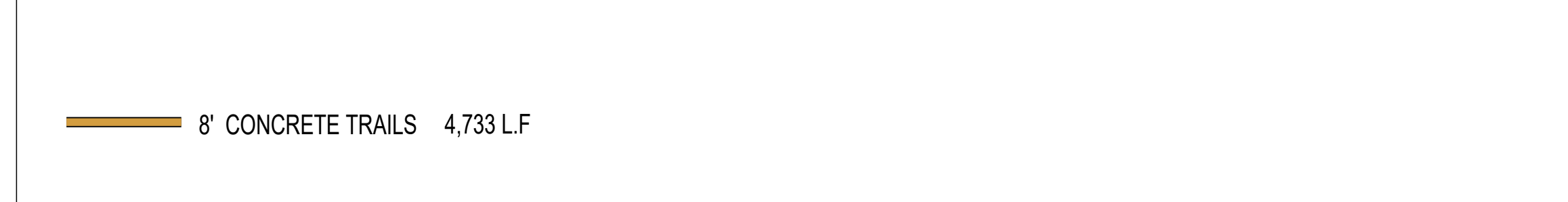
LAND USE	ACREAGE	LOTS	DENSITY
(SF-2) RESIDENTIAL	86.0 ACRES	325 LOTS	3.7 DU/AC
(C-2) MEDIUM COMMERCIAL	4.1 ACRES	1 LOTS	
(OS) FLOODPLAIN (RETAINED BY OWNER)	10.9 ACRES	1 LOTS	
(OS) PARKLAND	8.8 ACRES	3 LOTS	
(OS) DETENTION	3.9 ACRES	1 LOTS	
<b>TOTAL</b>	<b>113.4 ACRES</b>		<b>2.9 DU/AC</b>

LEGEND
— PLAN BOUNDARY
- - - PROPOSED RIGHT-OF-WAY
- · - · - CITY LIMITS
— 8' TRAILS



**PARK PLAN**  
**PARK LAND DEDICATION:**

325	/66 x 1 =	4.9	8.8
(number of dwelling units)		(required park acreage)	(proposed park acreage)



Approval and authorized for record by the City Council for the City of Manor, Texas.

Dated this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Honorable Mayor Dr. Christopher Harvey  
Mayor of the City of Manor, Texas

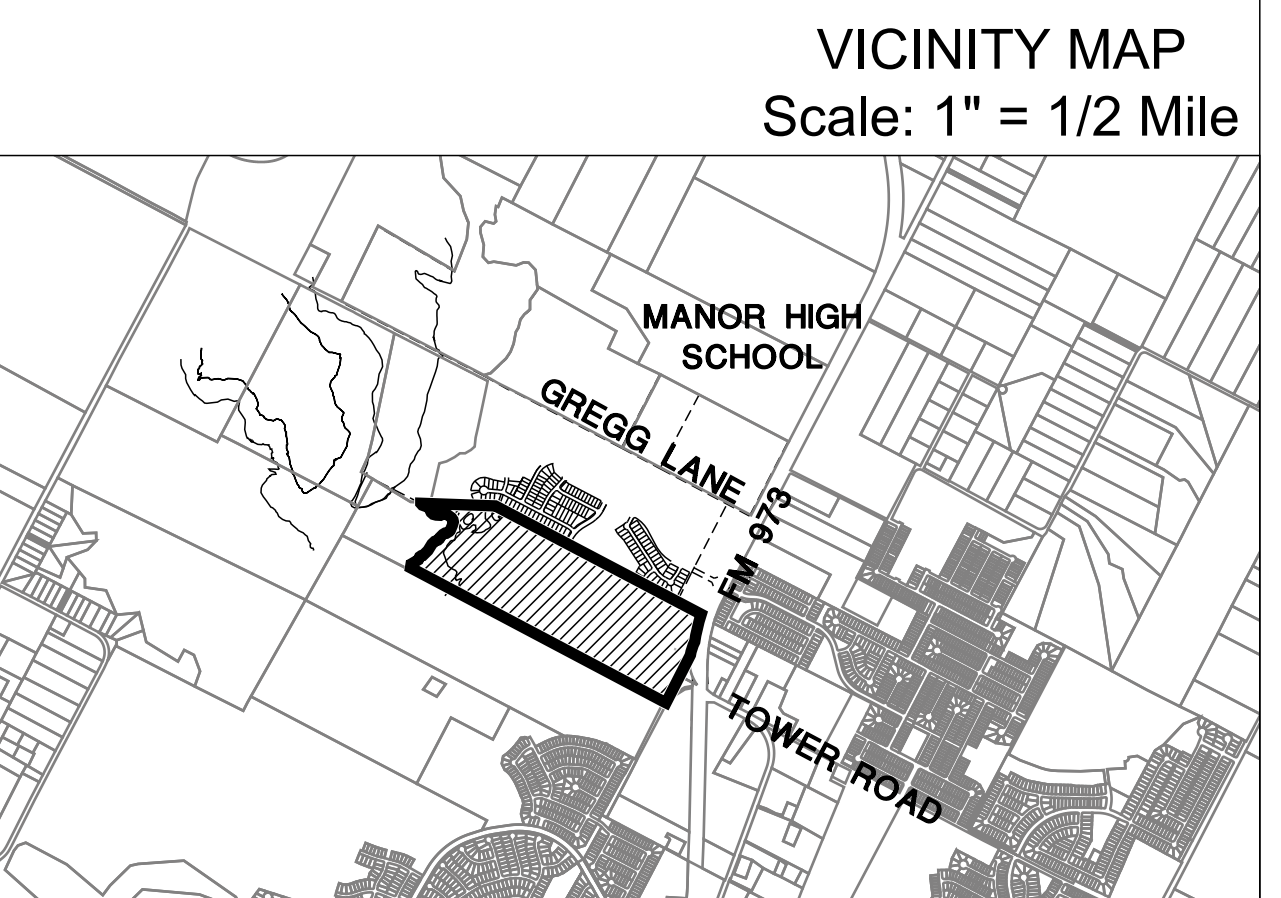
- A. Purpose and Intent**
- The Okra Tract Planned Unit Development (PUD) is comprised of approximately 136.3 acres. The development of this Property is a combination of light commercial along FM 973 at the Eastern edge of the Property and a single-family detached residential community on the remainder of the Property.
- B. Applicability and Base Zoning**
- All aspects regarding the development of this PUD shall comply with the City of Manor Code of Ordinances, except as established in this exhibit, titled Final PUD Site Plan.
  - For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Manor Code of Ordinances:  
SF-2 (Single-Family Standard)  
C-2 (Medium Commercial)
- C. Conceptual Site Layout and Land Use Plan**
- The Land Use Plan has been attached to this PUD to illustrate the design intent for the Property. The Final PUD Site Plan is intended to serve as a guide to illustrate the general community vision and design concept and is not intended to serve as a final document.
- D. Allowable/Prohibited Uses**
- The allowable residential use shall be detached single-family dwellings on individually platted lots. The maximum residential lot count shall be three hundred and twenty five (325). Commercial uses shall be consistent with allowable C-2 (Medium Commercial) land uses as defined in Division 3, Section 14.02.017 of City of Manor Code of Ordinances except as modified herein.
  - The following uses shall be prohibited within the C-2 area of the PUD:
    - Amusement (outdoor)
    - Automobile Repair (minor)
    - Automobile Repair (major)
    - Commercial Off-Street Parking
    - Contractor's Shop
    - Financial Services (alternative)
    - Funeral Services
    - Kennel
    - Laundry Services
    - Mini-Storage Warehouse
    - Off-Site Accessory Parking
    - Pawnshop
    - Recreational Vehicle Sales and Rental
    - Truck and Trailer Sales and Rental
    - Veterinary Service, Large

- E. Residential Development Standards**
- To ensure product diversity, the following single-family detached residential percentages shall apply to the residential district within this PUD:
    - A maximum of 80 percent (80%) of the total lots may have a width of less than sixty feet (60').
    - A minimum of 20 percent (20%) of the total shall have a width of sixty feet (60') or wider.
  - The Okra Tract residential development will comply with the Development Standards set forth below:  
**RESIDENTIAL USES**  
Lot Area: 6,000 s.f. Minimum (fronted loaded garage)  
Lot Width: (minimum)50 ft.  
Front Setback: (minimum)25 ft.  
Side Setback: (minimum)5 ft.  
Street Side Setback: (minimum)15 ft.  
Rear Setback to residential:(minimum)10 ft.  
Rear Setback to commercial: 15 ft.  
Minimum dwelling unit size: 1,700 sq. ft.  
Maximum building coverage: 50%  
Maximum building coverage plus accessory structures: 60%
  - Standards not listed follow code, as amended
- F. Commercial Development Standards**
- The Okra Tract commercial development shall comply with the C-2 (Medium Commercial) development standards set forth in the City of Manor Code of Ordinances, as amended.

- G. Drainage Dedication and Facilities**
- Residential drainage facilities shall utilize earthen berms and be designed with a curvilinear shape where possible. If concrete retaining walls are required in the design of detention facilities, such areas shall be limited to not more than forty percent (40%) of the perimeter of the pond.

- H. Parkland and Open Space**
- This Final PUD Site Plan provides approximately 8.8 acres of park and open space with the dedication of three (3) tracts of land as illustrated on the Parks Plan on this sheet. The parks and open space will include detention facilities for the project, tree preservation areas, trail corridor easement and active programmed parkland.
  - An eight-foot (8') concrete trail located within a fifteen-foot (15') public trail easement shall provide pedestrian/bike access along the owner retained floodplain connecting from the north property boundary to the south property boundary, as depicted on Park Plan. Trees shall be planted parallel to the concrete trail at a spacing of one (1) tree for every forty (40) linear feet. Trees shall be a minimum of three (3) inch caliper and selected from the Type A/B tree list of the City of Manor Code of Ordinances.
  - Parkland amenities located within the Okra Tract PUD shall include a minimum of the following recreational elements: playground, parking area, dog park, picnic areas, picnic pavilion and open lawn/gaming area.
    - Age 5-12 playground
    - Age 2-5 playground
    - Parking area with a minimum of 20 parking spaces
    - Minimum 10,000 square foot dog park
    - Minimum 20 foot by 30 foot picnic pavilion
    - Basketball court
  - The proposed parkland and public regional trail shall be dedicated to the City of Manor and privately maintained by the Okra Tract Homeowner's Association.

- I. Landscaping**
- Unloaded Collector Landscape Buffer.
    - For internal, unloaded collector roadways, a minimum ten (10) foot landscape buffer, measured from the edge of the collector right of way, shall be provided. One (1), minimum three (3) inch caliper, Type A large or Type B medium native tree (as defined by the Manor Code of Ordinances) and five (5), minimum three (3) gallon, shrubs shall be planted per 50 linear feet of landscape buffer.
    - Subdivision wall fence standard for fence walls along the unloaded collector roadways, a minimum (6) foot masonry walls with masonry columns a minimum of (200) foot apart.
  - Storm Water Detention
    - Storm water detention facilities, if required shall be screened according to the requirements outlined in the City of Manor Code of Ordinances, Section 15.03.021 (f).
  - All landscape buffers and walls shall be privately maintained by the Okra Tract Homeowners Association.



**OKRA TRACT PRELIMINARY PUD SITE PLAN**  
MANOR, TEXAS

Issue Date: 2/10/2023

Issued:	2/10/2023
1. PUD Submittal	
2.	
3.	
4.	
5.	
Revisions:	
1. 3/29/2023	
2.	
3.	
4.	
5.	

Drawn By: TW  
Reviewed By: MB

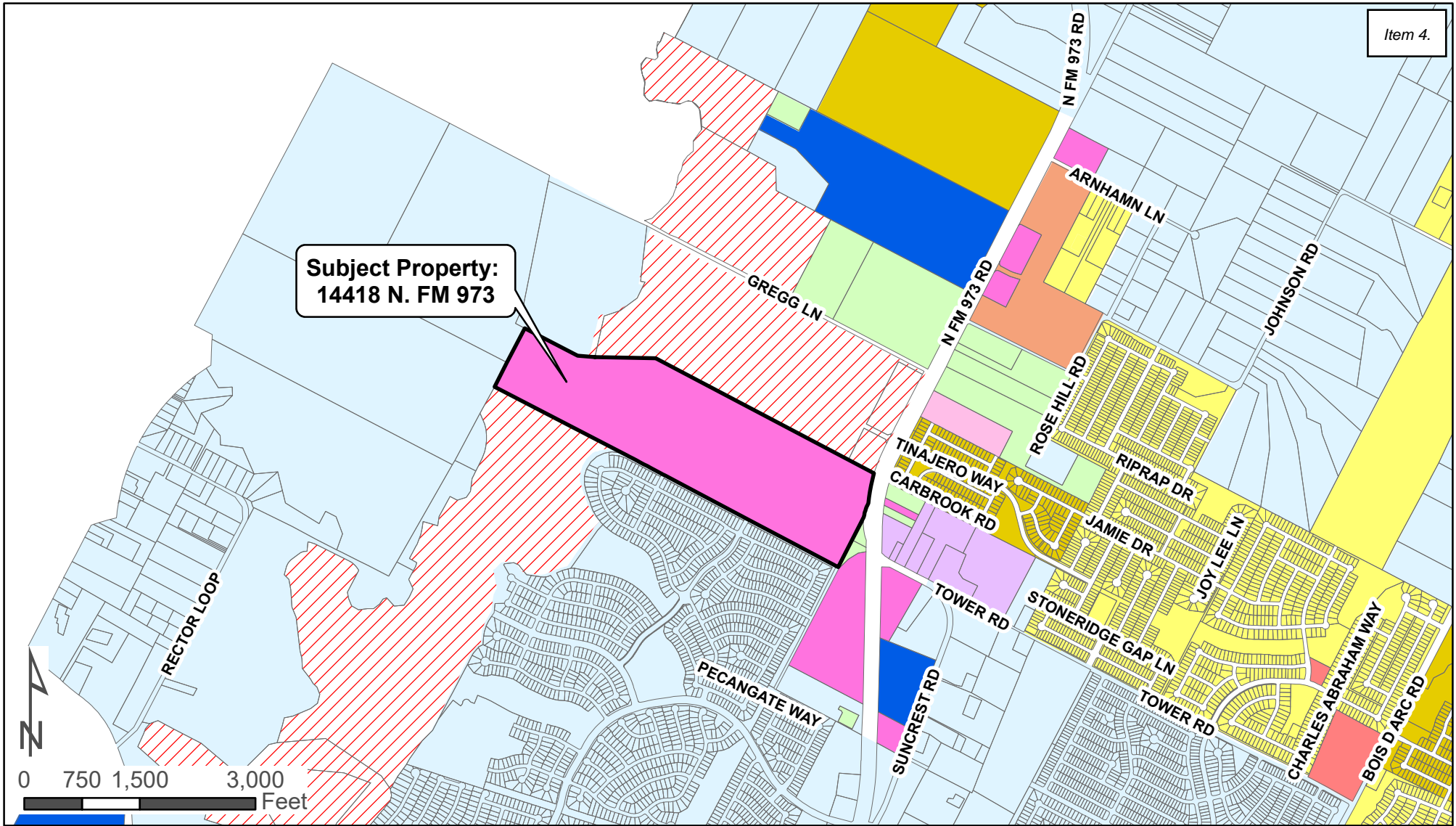
Project No.  
220013 - BBGR

SHEET 1 of 1

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Subject Property:  
14418 N. FM 973



Current:  
Medium Commercial (C-2)

Proposed:  
Planned Unit Development (PUD)

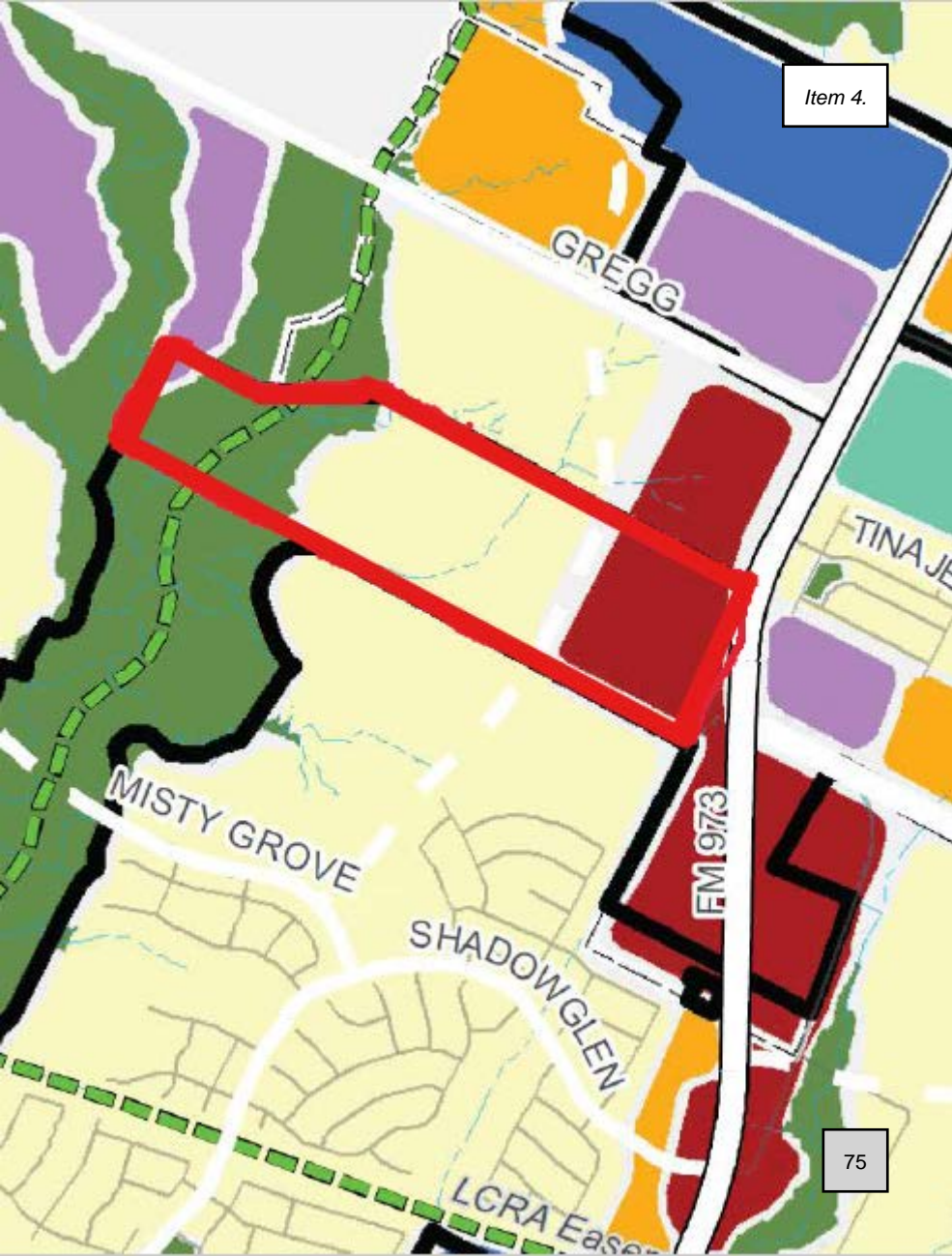
Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	TH - Townhome
	MF-1 - Multi-Family 15
	MF-2 - Multi-Family 25
	MH-1 - Manufactured Home
	I-1 - Institutional Small
	I-2 - Institutional Large
	GO - General Office
	C-1 - Light Commercial
	C-2 - Medium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







Item 4.



## 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.

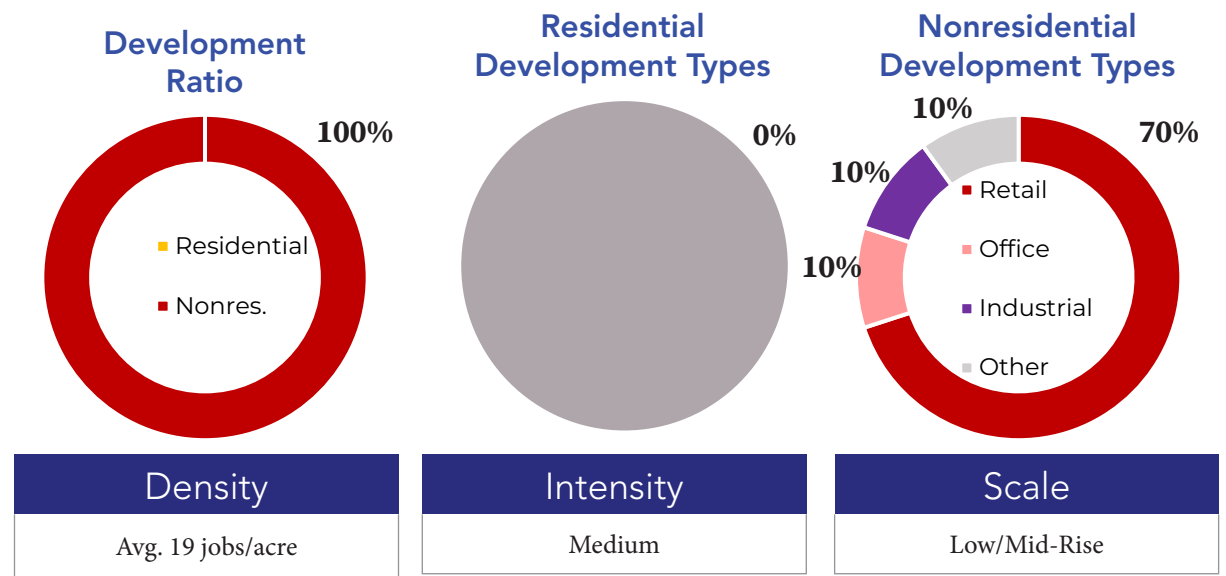
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

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.

## NEIGHBORHOODS

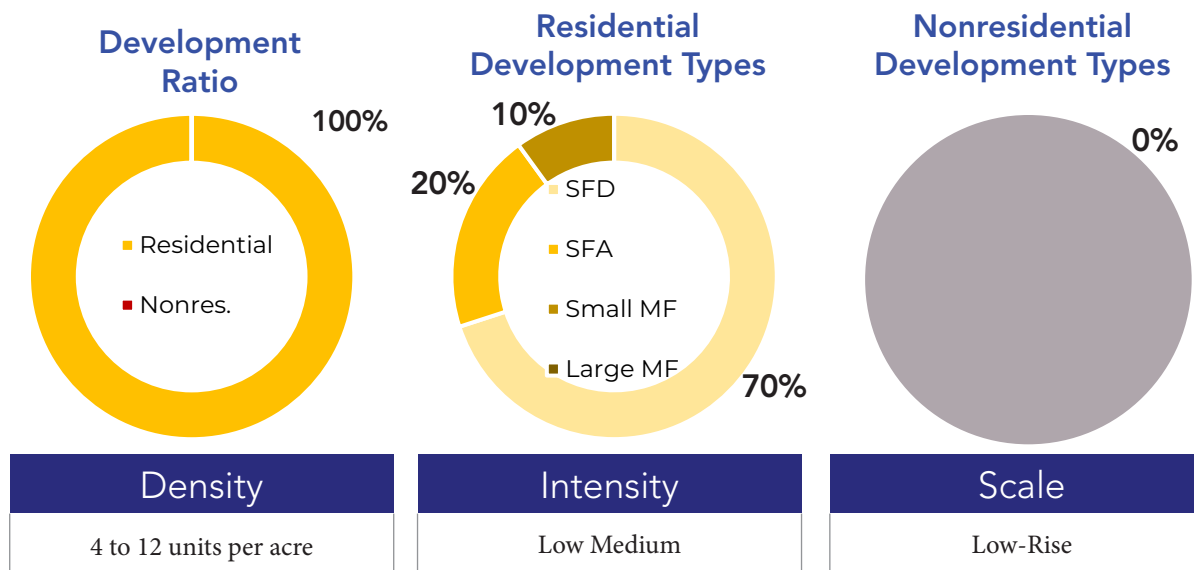
Residential one- and two-family/duplex homes make up the majority of this land use category. Some townhomes and lower density missing middle housing should be included to create diversity and housing choice and are good options to create transitions between neighborhoods and other land use areas. A mixture of housing types allows people to stay in the neighborhood even as their housing needs change, promoting long-term stability.

These housing types typically fall under the International Residential Code for one- and two-family dwellings, and can be financed via conventional Federally-backed mortgages.

While some neighborhood areas are currently adjacent to commercial centers, a more appropriate transition between the two would be the Mixed-Density Neighborhood land use categories.

Neighborhood lots are typically 5,000 square feet to 15,000 square feet for one- and two-family homes, with townhome lots being between 2,000 square feet and 3,000 square feet. Given the density expectations, smaller lot sizes should be offset by open space with an emphasis on creating interconnected greenways that connect neighborhoods to one another and to jobs, services, and parks.

Figure 3.4. Neighborhoods Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	●●●●○	Appropriate overall, but with this housing type being so prominent in the City currently, seek to integrate with other forms of housing to create diversity and housing choice. Encourage diversity of lot sizes. Encourage joint driveways, alley access and rear parking.
SFD + ADU	●●●●●	Lot and site design should accommodate an ADU to the side or rear; ADU should be clearly secondary to the primary residence.
SFA, Duplex	●●●●●	Similar in character and lot standards to single-family detached; Joint/shared driveways encouraged, as well as alleys and rear parking; ADUs can be included consistent with the above.
SFA, Townhomes and Detached Missing Middle	●●●●●	Townhouses and Bungalow Courts should include at least 4 units, Pocket Neighborhoods 8-12 units. Functions best at corner properties (excluding townhomes). Encouraged especially when retail/services are nearby. Encourage joint driveways, alley access and rear parking. ADUs consistent with above.
Apartment House (3-4 units)	●●●●○	Can be part of a diverse housing type palette within the Neighborhood category. Similar in character and lot standards to SFD; functions best at corner properties. Encouraged especially when retail/services are nearby. Encourage joint driveways, alley access and rear parking.
Small Multifamily (8-12 units)	●●●○○	Scale is not typically appropriate with neighborhood-scale, unless adjacent to Neighborhood Mixed Use. May be appropriate as a transitional use from land use categories containing nonresidential uses.
Large Multifamily (12+ units)	●○○○○	Not considered appropriate, but may occur in other future land use categories adjacent to Neighborhoods.
Mixed-Use Urban, Neighborhood Scale	●○○○○	
Mixed-Use Urban, Community Scale	●○○○○	Not considered appropriate.
Shopping Center, Neighborhood Scale	●○○○○	Not considered appropriate, but may occur in other future land use categories adjacent to Neighborhoods.
Shopping Center, Community Scale	●○○○○	Not considered appropriate.
Light Industrial Flex Space	●○○○○	
Manufacturing	●○○○○	
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 within neighborhoods.
Parks and Open Space	●●●●●	Generally considered appropriate or compatible within all Land Use Categories.



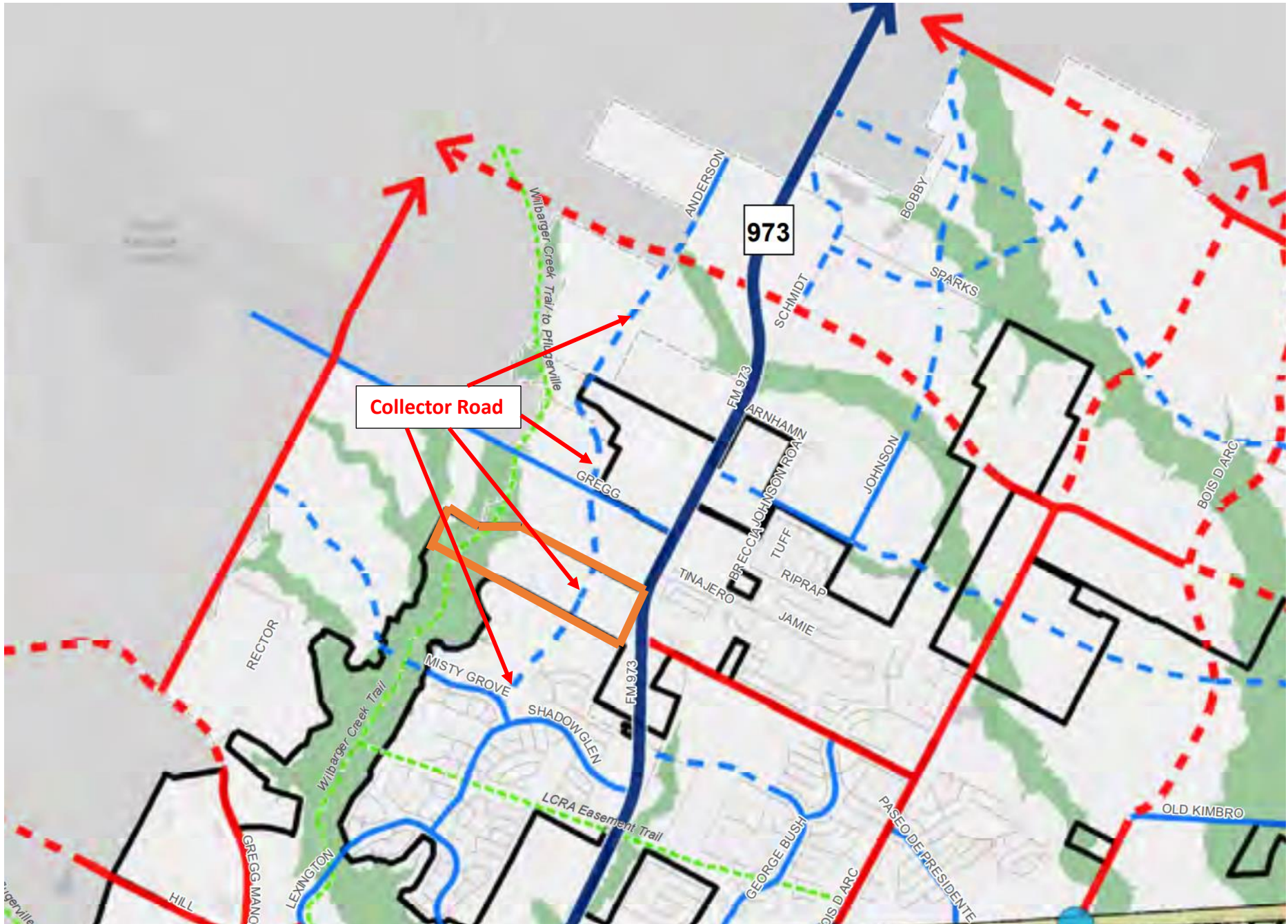
APPROXIMATE CENTER TURN LANE IMPROVEMENT AREA: TINAJERO TO SUNCREST

RIGHT TURN LANE ON SOUTHBOUND FM 973 AT SITE DRIVEWAY





COLLECTOR ROADWAY ALIGNMENT

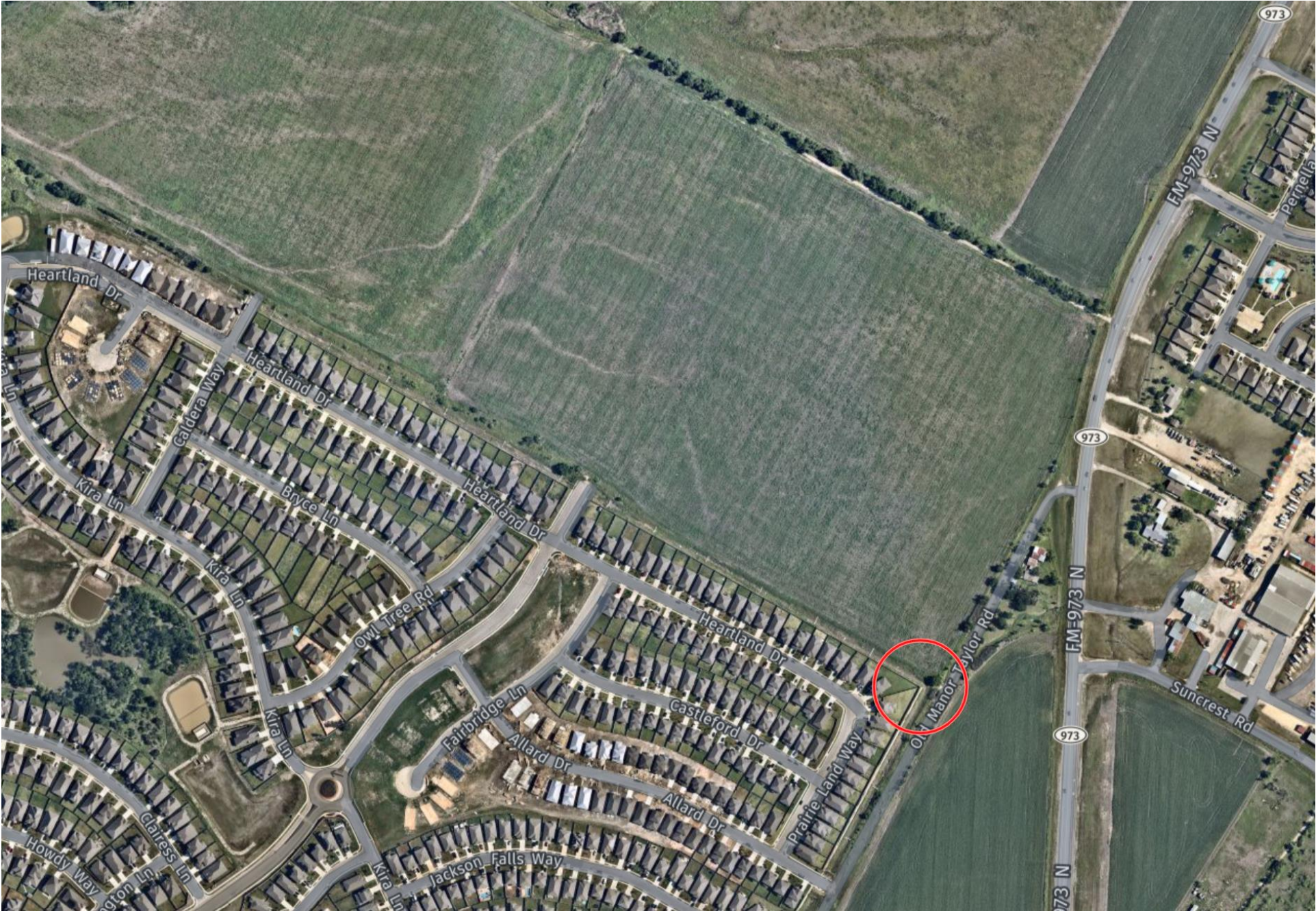




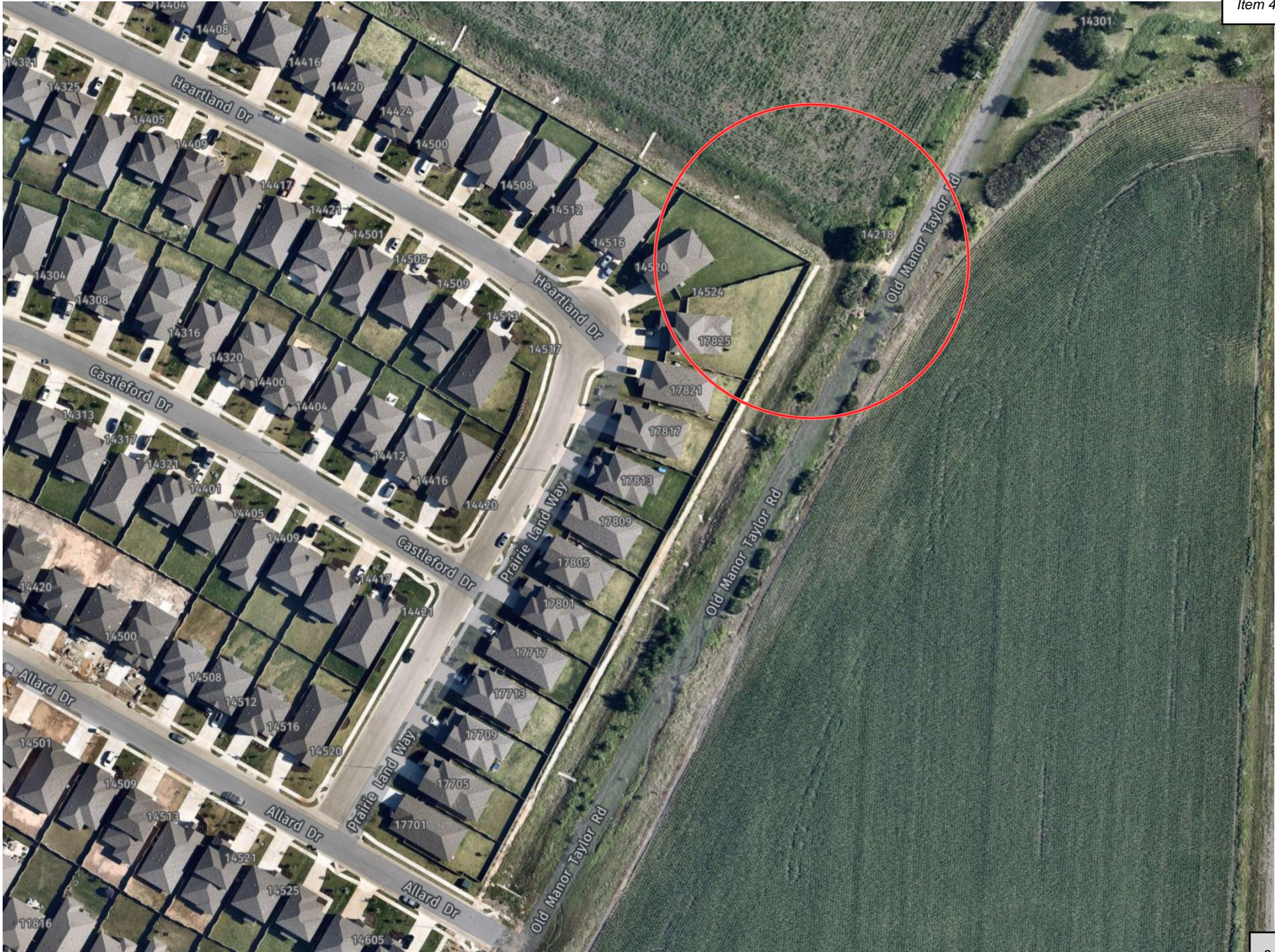
**ADDITIONAL TRAIL CONNECTION AREA TO SHADOWGLEN AT ALLARD DRIVE**















1500 County Road 269  
Leander, TX 78641

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

Date: Tuesday, March 21, 2023

Rachel Shanks  
Sotol Ventures

rshanks@sotolventures.com

Permit Number 2023-P-1515-ZO  
Job Address: 14418 Old Manor-Taylor Road, Manor, Austin, TX. 78653

Dear Rachel Shanks,

The first submittal of the Okra Tract PUD (*Zoning Request*) submitted by Sotol Ventures and received on May 12, 2023, have been reviewed for compliance with the City of Manor Site Development/Zoning Ordinance 185.

**Engineer Review**

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Pauline Gray, P.E. by telephone at (737) 247-7557 or by email at pgray@gbateam.com.

**The following are Comments from the City Engineer:**

1. The drawing name should be Preliminary PUD Site Plan.
2. The P&Z Signature Block should say Preliminary PUD Site Plan.
3. Please provide labels for topographical data. Parkland is to be located in areas where the slope is less than or equal to 5%.
4. Provide the depth of the proposed commercial portion of the PUD. There is a 25' setback for commercial. Provide information on how much of the site is usable for commercial.
5. Will the parkland have any amenities like bathrooms, benches, lights, etc. If so, then the proposed quantity and size should be provided.
6. The City's Zoning Ordinance requires that information be submitted describing the environmental impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.
7. Trees should be planted along the trail located in Lot 3. The tree spacing should be 40 feet and the trees should be Type A/B per the City's Ordinance.
8. Landscape lots should be shown in the PUD. Buffer yards should be shown as well.
9. Landscape lots should be located outside of the right-of-way and should be maintained by the HOA.
10. Note 2 is missing from the Landscaping Notes.
11. Landscaping is required for all detention facilities.
12. The proposed trails should be maintained by the HOA.

**The following are comments from the City Planner:**

1. How much of the parkland is detention facilities. Detention areas can no longer be counted as parkland.
2. Remove note 4. The amenity center can't reduce public parkland.
3. Add a basketball court to the amenities. P&Z and City Council are requiring amenities for young adults.
4. Update P&Z chair to LaKesha Small
5. What is the depth of the commercial area? Commercial uses have a 25' landscaping buffer to residential along with a 15' streetscape landscaping requirement that cannot contain any buildings, parking or paving so the lot depth needs to be deep enough for a commercial site with that combined 40' of landscaping buffers/setbacks.
6. How much floodplain is there? Parkland and floodplain are listed as 10.9 acres, but the diagram only calls out parkland.

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Pauline Gray, P.E.  
Lead AES  
GBA





1500 County Road 269  
Leander, TX 78641

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

Date: Tuesday, March 21, 2023

Rachel Shanks  
Sotol Ventures

rshanks@sotolventures.com

Permit Number 2023-P-1515-ZO  
Job Address: 14418 Old Manor-Taylor Road, Manor, Austin, TX. 78653

Dear Rachel Shanks,

The first submittal of the Okra Tract PUD (*Zoning Request*) submitted by Sotol Ventures and received on February 21, 2023, have been reviewed for compliance with the City of Manor Site Development/Zoning Ordinance 185.

### Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Pauline Gray, P.E. by telephone at (737) 247-7557 or by email at pgray@gbateam.com.

#### The following are comments from the City Planner:

1. How much of the parkland is detention facilities. Detention areas can no longer be counted as parkland.

Approximately 4 to 5 acres in the 7.5 acre central park is detention. Plan and park calculations have been revised to remove detention area. Please note this is zoning and the detention pond has not been engineered, so this is an approximate estimate.

2. Remove note 4. The amenity center can't reduce public parkland.

Amenity center has been removed from the PUD.

3. Add a basketball court to the amenities. P&Z and City Council are requiring amenities for young adults.

Added.

4. Update P&Z chair to LaKesha Small

Added.

5. What is the depth of the commercial area? Commercial uses have a 25' landscaping buffer to residential along with a 15' streetscape landscaping requirement that cannot contain any buildings, parking or paving so the lot depth needs to be deep enough for a commercial site with that combined 40' of landscaping buffers/setbacks.

Depth is approximately 290 feet. There is ample room for the required buffers and landscaping, parking and building in the commercial parcel.

6. How much floodplain is there? Parkland and floodplain are listed as 10.9 acres, but the diagram only calls out parkland.

Floodplain is 10.9 acres. Color and acreage are shown in the legend on the land use plan.

**The following are Comments from the City Engineer:**

1. The drawing name should be Preliminary PUD Site Plan.

Okay. Revised. On the Monarch PUD to the north we had to revise the language to say Final Site Plan.

2. The P&Z Signature Block should say Preliminary PUD Site Plan.

Okay. Revised

3. Please provide labels for topographical data. Parkland is to be located in areas where the slope is less than or equal to 5%.

Contour labels are on the lines. We increased the label size and have tried to create a higher resolution image so you can zoom in and read if you like.

4. Provide the depth of the proposed commercial portion of the PUD. There is a 25' setback for commercial. Provide information on how much of the site is usable for commercial.

Depth is 290 feet approximately.

5. Will the parkland have any amenities like bathrooms, benches, lights, etc. If so, then the proposed quantity and size should be provided.

Since we are still in the entitlement process, the park area has not been designed. The list of amenities guaranteed are in the PUD language under H.3

6. The City's Zoning Ordinance requires that information be submitted describing the environmental impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.

Please see attached Phase 1 Environmental Report.

7. Trees should be planted along the trail located in Lot 3. The tree spacing should be 40 feet and the trees should be Type A/B per the City's Ordinance.

The trail in Lot 3 is intended to meander around the existing trees along the creek. However, Section H.2 of the PUD already calls out trees every 40 feet along the trail.

8. Landscape lots should be shown in the PUD. Buffer yards should be shown as well.

The landscape buffers along the collector road are shown on the park plan and labeled accordingly. We added the buffers to the land use plan as well in case you missed them. Any other internal landscape lots are not defined at this zoning stage.

9. Landscape lots should be located outside of the right-of-way and should be maintained by the HOA.

The 10 foot wide landscape area has been added graphically along the collector roads. Other landscape lots will not be fully known until more detailed subdivision plans are prepared. The PUD already states that the landscape and parks will be maintained by the HOA.

10. Note 2 is missing from the Landscaping Notes.

Numbers have been re-formatted.

11. Landscaping is required for all detention facilities.

We call out in the PUD, Section L, that we will landscape the detention per the Manor ordinance.

12. The proposed trails should be maintained by the HOA.

Section H of the PUD requires parks and trails to be maintained by the HOA.

addressed with your plan resubmittal. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) and the online portal to upload your drawings in PDF format.

Item 4.

Additional comments may be generated as requested information is provided. Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Pauline Gray, P.E.  
Lead AES  
GBA





1500 County Road 269  
Leander, TX 78641

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

Date: Thursday, May 4, 2023

Rachel Shanks  
Sotol Ventures

rshanks@sotolventures.com

Permit Number 2023-P-1515-ZO  
Job Address: 14418 Old Manor-Taylor Road, Manor, Austin 78653

Dear Rachel Shanks,

The subsequent submittal of the Okra Tract PUD submitted by Sotol Ventures and received on May 12, 2023, have been reviewed for compliance with the City of Manor Site Development/Zoning Ordinance 185. We can offer the following comments based upon our review (satisfied comments stricken, new or outstanding comments in bold):

## Engineer Review

The following comments have been provided by Tyler Shows. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

### The following are comments from the city planner:

- i. ~~How much of the parkland is detention facilities. Detention areas can no longer be counted as parkland.~~
- ii. ~~Remove note 4. The amenity center can't reduce public parkland.~~
- iii. Add a basketball court to the amenities. P&Z and City Council are requiring amenities for young adults. Refer to question 7.
- iv. ~~Update P&Z chair to LaKeshia Small~~
- v. ~~What is the depth of the commercial area? Commercial uses have a 25' landscaping buffer to residential along with a 15' streetscape landscaping requirement that cannot contain any buildings, parking or paving so the lot depth needs to be deep enough for a commercial site with that combined 40' of landscaping buffers/setbacks.~~
- vi. ~~How much floodplain is there? Parkland and floodplain are listed as 10.9 acres, but the diagram only calls out parkland.~~
- vii. Section H1 - update park acreage. Has 10.9 when the Parks Plan has 8.8
- viii. Section H3f - is "sports court" a basketball court?
- ix. Section I1 - add subdivision wall standard for fence walls along unloaded collectors: Minimum 6' masonry walls with masonry columns a minimum of 200' apart

### The following are comments from the city planner:

1. ~~The drawing name should be Preliminary PUD Site Plan.~~
2. ~~The P&Z Signature Block should say Preliminary PUD Site Plan.~~
3. ~~Please provide labels for topographical data. Parkland is to be located in areas where the slope is less than or equal to 5%.~~
4. Provide the depth of the proposed commercial portion of the PUD. There is a 25' setback for commercial. Provide information on how much of the site is usable for commercial. **Provide a callout for the depth of the commercial portion. (290 feet approximately).**
5. ~~Will the parkland have any amenities like bathrooms, benches, lights, etc. If so, then the proposed quantity and size should be provided.~~
6. ~~The City's Zoning Ordinance requires that information be submitted describing the environmental impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.~~
7. ~~Trees should be planted along the trail located in Lot 3. The tree spacing should be 40 feet and the trees should be Type A/B per the City's Ordinance.~~
8. ~~Landscape lots should be shown in the PUD. Buffer yards should be shown as well.~~
9. ~~Landscape lots should be located outside of the right-of-way and should be maintained by the HOA.~~
10. ~~Note 2 is missing from the Landscaping Notes.~~
11. ~~Landscaping is required for all detention facilities.~~
12. ~~The proposed trails should be maintained by the HOA~~

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) and use the online portal to upload your drawings in PDF format.

Should you have questions regarding specific comments, please contact the staff member referenced under the section in which the comment occurs. Should you have questions or require additional information regarding the plan review process itself, please feel free to contact me directly. I can be reached by telephone at /Manor/Parts/Blank, or by e-mail at [tshows@gbateam.com](mailto:tshows@gbateam.com).

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Tyler Shows  
Staff Engineer  
GBA





1500 County Road 269  
Leander, TX 78641

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

Date: Wednesday, May 24, 2023

Rachel Shanks  
Sotol Ventures

rshanks@sotolventures.com

Permit Number 2023-P-1515-ZO

Job Address: 14418 Old Manor-Taylor Road, Manor, Austin 78653

Dear Rachel Shanks,

The subsequent submittal of the Okra Tract PUD Site Plans submitted by Rachel Shanks and received by our office on May 12, 2023, has been reviewed for compliance with the City of Manor Zoning Ordinance 185. The Plans appear to be in general compliance with City Ordinance requirements and we therefore take no exception to their approval as presented.

**Please submit a hard copy of the cover sheet to Scott Dunlop at the City of Manor for signatures. A copy of the signed cover sheet will be uploaded under project files on the my permit now website.**

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance. Please call if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tyler Shows'.

Tyler Shows  
Staff Engineer  
GBA

Pauline Gray, P.E.  
Lead AES,  
Jay Engineering, A Division of GBA



5/31/2023

## City of Manor Development Services

# Notification for a Preliminary PUD Site Plan

Project Name: Orka Tract Preliminary PUD  
 Case Number: 2023-P-1515-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 Subdivision Preliminary Planned Use Development for the Okra Tract Subdivision located at 14418 N. FM 973, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Preliminary PUD for the Okra Tract Development, three hundred and thirty-one (331) lots on 113.4 acres, more or less, and being located at 14418 N. FM 973, Manor, TX.**

***Applicant: Sotol Ventures***

***Owner: Dalton Wallace***

The Planning and Zoning Commission will meet at 6:30PM on 6/14/2023 at 105 East Eggleston Street in the City Hall Council Chambers.

City Council will meet at 7:00PM on 6/21/2023 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 Preliminary PUD Site Plan 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 and Council Members during the discussion of this item.

14420 Pernella Rd Intervivos Revocable Trust  
14420 Pernella Rd  
Manor, TX 78653

ANDERSSON CATHERINE & DANIEL  
13917 HEARTLAND DR  
Manor, TX 78653

Arthur Ray & Odette Vanessa Taylor  
14416 Pernella Rd  
Manor, TX 78653

BAJWA NAJM US SAQIB & TAHIRA NAJM  
139 HEARTLAND DR  
Manor, TX 78653

BIREDDY ANVESH REDDY  
14012 Heartland Dr  
Manor, TX 78653

BRASSELL REBECCA & PATRICK  
14005 HEARTLAND DR  
Manor, TX 78653

CABRERA KEVIN E & ISABEL S  
14401 HEARTLAND DR  
Manor, TX 78653

CITY OF MANOR  
105 E EGGLESTON ST  
Manor, TX 78653

CONROY KEVIN  
13916 Heartland Dr  
Manor, TX 78653

DAVIS ANISSA CHEREE & ARTHUR JR  
13925 HEARTLAND DR  
Manor, TX 78653

De Jesus-Martinez Ignacio ETAL  
14405 FM 973 N  
Manor, TX 78653

DEROCH MANDY BARBER  
14108 HEARTLAND DR  
Manor, TX 78653

DIACONU MARIANA & GERALD BRANDON TODD  
14420 Heartland Dr  
Manor, TX 78653

DICK GEOFFREY SCOTT & ANIKA VAN BOOM  
14316 HEARTLAND DR  
Manor, TX 78653

Enfield Partners LLC ETAL  
2303 Camino Alto  
Austin, TX 78746

GHAFFAR AAMIR & SOPHIA BAWANY  
13933 HEARTLAND DR  
Manor, TX 78653

Gliberto & Maria Estrada  
1411 FM 973 N  
Manor, TX 78653

GLORIA ALVARO F  
13904 Heartland Dr  
Manor, TX 78653

GUZMAN MASON ANDREW  
14208 HEARTLAND DR  
Manor, TX 78653

HAYNES BUCHANAN CAROL M  
14200 HEARTLAND DR  
Manor, TX 78653

Henrietta Velasquez  
14315 Old Manor-Taylor Rd  
Manor, TX 78653

JACKSON NICOLETTE & CARSON JAMES GOSSETT  
14029 Heartland Dr  
Manor, TX 78653

JAIN KRITIKA & ANAND BHAVANE JAYANTI  
14032 Heartland Dr  
Manor, TX 78653

JEFF 1 LLC  
5001 PLAZA ON THE LATE #200  
Austin, TX 78746

JOHN LIPIKA R & SHERVIN AMBANATTU BABU  
13901 Heartland Dr  
Manor, TX 78653

Juan Chaparro  
14408 Pernella Rd  
Manor, TX 78653

KALE MICHAEL & LASHONDRA M  
14013 HEARTLAND DR  
Manor, TX 78653

Kristine & Matthew Escobedo  
14400 Pernella Rd  
Manor, TX 78653

KURIAN CLEMENT & LIZ MANDAPATHIL  
14004 Heartland Dr  
Manor, TX 78653

LAKE ELIJAH & KANESHA  
14301 HEARTLAND DR  
Manor, TX 78653



LEKCAM Communication LLC  
16404 Marcello Dr  
Pflugerville, TX 78660

LEONARD SCOTT  
13921 Heartland Dr  
Manor, TX 78653

MADHYASTHA SUHASA & ASHRITHA PURADAMANE  
BALACHANDRA  
14309 HEARTLAND DR  
Manor, TX 78653

Mary Clark  
14404 Pernella Rd  
Manor, TX 78653

Masrur Reza, Mustafa Ali Reza Chowdhury, Fauzia Zaman  
14412 Pernella Rd  
Manor, TX 78653

MCCUE KEVIN & BRITTANY BAMBERG  
14033 Heartland Dr  
Manor, TX 78653

Meritage Homes of Texas LLC  
611 S Congress Ave, suite 510  
Austin, TX 78704

Meritage Homes of Texas LLC  
17101 Orinda Lane  
Pflugerville, TX 78660

Monarch Ranch at Manor LLC  
310 Enterprise Dr.  
Oxford, MS 38655

PADILLA ELIAS JOSE  
14308 HEARTLAND DR  
Manor, TX 78653

PERRY HOMES LLC  
PO BOX 34306  
Houston, TX 77234

Roy & Frank Velasquez  
14301 Old Manor-Taylor Rd  
Manor, TX 78653

RUSSELL RACHEL R & WILLIAM B WRIGHT  
14421 HEARTLAND DR  
Manor, TX 78653

RUST CREEK LLC  
9606 OLD MANOR RD #1  
Austin, TX 78724

SAMUEL ANCY & SIJU THOMAS VARGHESE  
14325 HEARTLAND DR  
Manor, TX 78653

SANTIAGO JONA FATIMA P & HONOFRE JOEY  
14017 HEARTLAND DR  
Manor, TX 78653

SG LAND HOLDINGS LLC  
2646 DUPONT DR STE 60 PMB 520  
Irvine, CA 92612

SG LAND HOLDINGS LLC  
2646 DUPONT DR STE 60 PMB 520  
Irvine, CA 92612

SG LAND HOLDINGS LLC  
2646 DUPONT DR STE 60 PMB 520  
Irvine, CA 92612

SNELL TYLER & MATTIE  
13908 HEARTLAND DR  
Manor, TX 78653

SNYDER JACOB ADAM  
13913 HEARTLAND DR  
Manor, TX 78653

SORATHIA BHARGAV  
3472 Fitzsimmons Cmn  
Fremont, CA 94538

SRIHARI FNU & PRIYANKA PUPPALA  
14009 Heartland Dr  
Manor, TX 78653

Stanley & Sandra Voelker  
14401 FM 973 N  
Manor, TX 78653

STEVES DANIEL & JANELLE  
14400 HEARTLAND DR  
Manor, TX 78653

STEWART MARIANNE K & LARRY N  
14300 HEARTLAND DR  
Manor, TX 78653

STONE LEISA M & ZACHARY P  
14413 HEARTLAND DR  
Manor, TX 78653

SUTT DYLAN J  
14104 Heartland Dr  
Manor, TX 78653

THOMPSON MATTHEW  
14505 HEARTLAND DR  
Manor, TX 78653

Timmerman Commercial Investments LP  
501 Vale ST  
Austin, TX 78746

TRIPATHI ANKIT MANI  
14205 HEARTLAND DR  
Manor, TX 78653

UNAL BELGIN & AYHAN  
14320 HEARTLAND DR  
Manor, TX 78653

VALENZUELA MELINDA S & MATTHEW R  
14204 HEARTLAND DR  
Manor, TX 78653

WANG YILI & YUNQING XIA  
14001 HEARTLAND DR  
Manor, TX 78653

WEISS KERMIT R & EMMAGENE  
PO BOX 25  
Manor, TX 78653

WILLIAMS LAURA  
14305 HEARTLAND DR  
Manor, TX 78653

YINGST ALEX BICERA  
13920 Heartland Dr  
Manor, TX 78653

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**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 21, 2023

**PREPARED BY:** Scott Dunlop, Director

**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on a Subdivision Concept for the New Haven, two hundred seventy-eight (278) lots on 90.3 acres, more or less, and being located near the intersection of Gregg In and FM 973, Manor, TX.

*Applicant: Jones Carter*

*Owner: Gregg Lane Dev., LLC*

**BACKGROUND/SUMMARY:**

This Concept Plan has been approved by our engineers and is in conformance with the approved New Haven Planned Unit Development zoning. The Concept Plan shows the phases, land uses, and major roadways. Details on lots, minor roadways, drainage, and utilities is part of Preliminary Plat and Construction Plans which are filed later.

The subdivision is planned with 271 residential, 1 commercial lot, 1 utility lot (storage tank site), 2 park lots, and 1 open space lot.

P&Z did not have quorum at their 6/14 to provide a recommendation, however city code Ch. 10, Ex. A, Art II, Sec. 20(a) provides that if the Municipal Authority fails to act on a subdivision plat or plan due to a lack of quorum and that plat or plan has been deemed approved by city staff, then the plat or plan is automatically approved.

**LEGAL REVIEW:** No

**FISCAL IMPACT:** No

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Concept Plan
- Engineer Comments
- Conformance Letter
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council conduct a public hearing on a Subdivision Concept for the New Haven, two hundred seventy-eight (278) lots on 90.3 acres, more or less, and being located near the intersection of Gregg In and FM 973, Manor, TX.

**PLANNING & ZONING COMMISSION:**      **Recommend Approval**      **Disapproval**      **None**  
**X – by city code**



DEVELOPER/LAND OWNER:  
GREGG LANE DEV., LLC  
101 PARKLANE BLVD., STE. 102  
SUGAR LAND, TX 77478

ENGINEER/SURVEYOR/PLANNER:



3100 Alvin Devane Boulevard, Suite 150  
Austin, Texas 78741-7425  
(512) 441-9493 (Phone)  
(512) 445-2286 (Fax)

ZONING: SFR

FUTURE LAND USE: NEIGHBORHOOD RESIDENTIAL/RURAL

SUBMITTAL DATE: DECEMBER 14, 2021

REVISED DATE: APRIL 2023

PARKLAND NOTE: PARKLAND REQUIREMENTS WILL BE SATISFIED WITH FEE-IN-LIEU

# NEWHAVEN CONCEPT PLAN

## CITY OF MANOR, TX NOVEMBER 2022

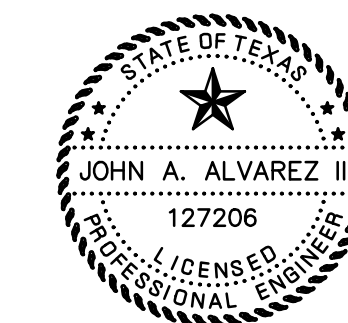
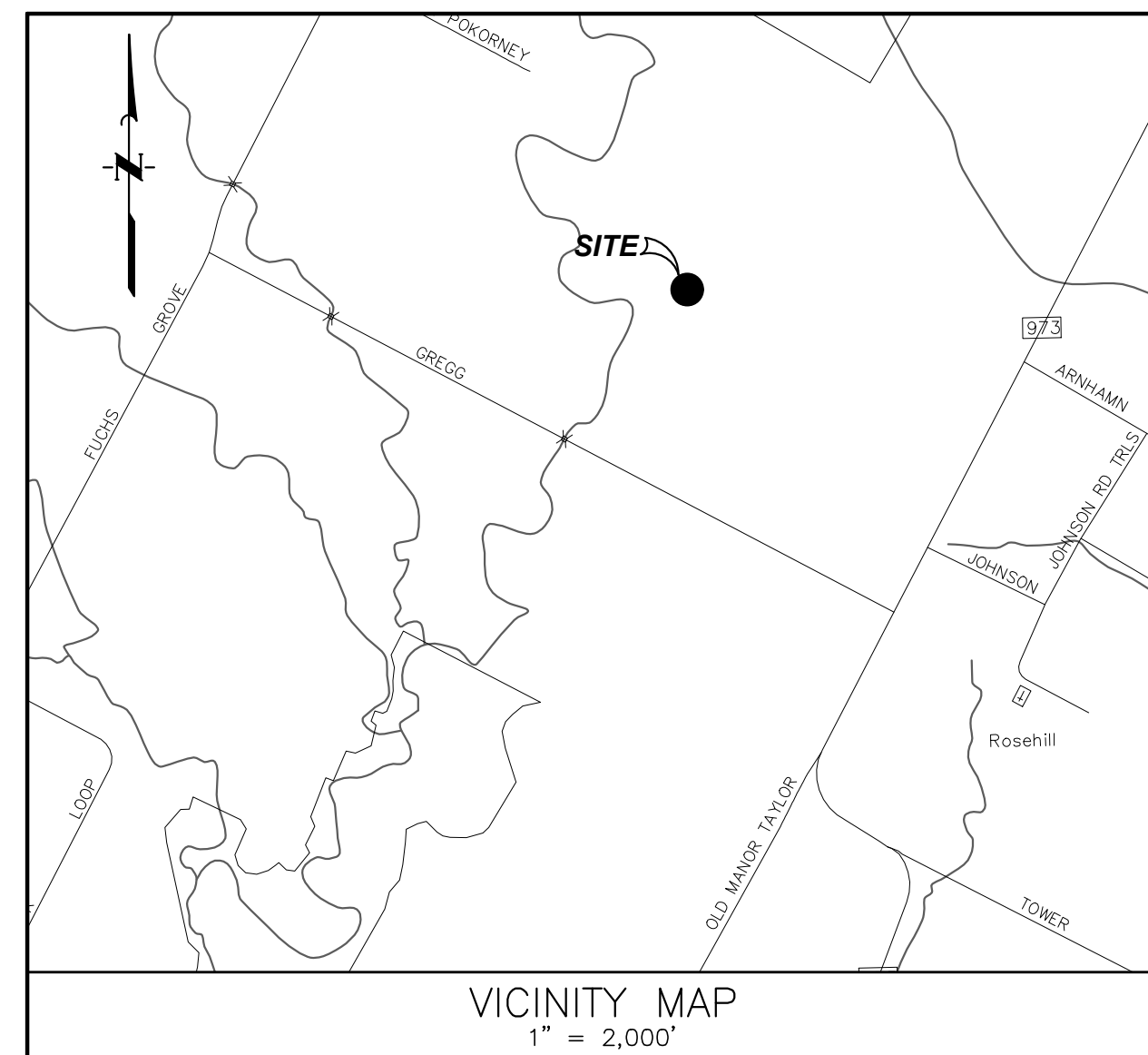
### INDEX OF DRAWINGS

SHEET #	TITLE
1.	COVER SHEET & INDEX
2.	CONCEPT PLAN

CONSTRUCTION OF NEW HAVEN TRACT WILL BE COMPLETED IN FOUR PHASES AND IS PROPOSED TO BEGIN IN Q3 OF 2023.  
PHASE 1: Q3 OF 2023  
PHASE 2: Q3 OF 2024  
PHASE 3: Q3 OF 2025  
PHASE 4: Q3 OF 2026

THE NEW HAVEN DEVELOPMENT IS ESTIMATED TO GENERATE 6,564 NEW DAILY TRIPS WITH 325 OF THOSE NEW TRIPS OCCURRING DURING THE AM PEAK HOUR, AND 400 NEW TRIPS OCCURRING IN THE PM PEAK HOUR.

NEWHAVEN		
LOT	ACRE	LUE'S
SINGLE FAMILY RESIDENTIAL (271 LOTS)	59.40	271.00
NATURE PRESERVE	12.50	
OPEN SPACE	7.10	
COMMERCIAL	2.50	50.00
UTILITY	2.00	
TRAILS	2.00	
COLLECTOR	4.80	
TOTAL	90.30	321



4/28/2023

#### CITY OF MANOR ACKNOWLEDGEMENTS

THIS CONCEPT PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY COUNCIL ON THIS THE \_\_\_\_\_ OF \_\_\_\_\_ 20\_\_ A.D.

APPROVED: \_\_\_\_\_ ATTEST:  
JULIE LEONARD, CHAIRPERSON LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS, ON THIS THE \_\_\_\_\_ OF \_\_\_\_\_ 20\_\_ A.D.

BY: \_\_\_\_\_ ATTEST:  
DR. CHRISTOPHER HARVEY LLUVIA T. ALMARAZ,  
MAYOR OF THE CITY OF MANOR, TEXAS CITY SECRETARY

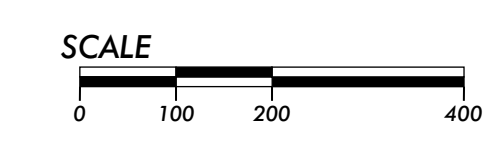




a concept plan for  
**NEWHAVEN**  
 ± 90.3 ACRES OF LAND  
 prepared for  
**ASHTON GREY DEVELOPMENT**



24285 Katy Freeway, Ste. 525  
 Katy, Texas 77494  
 Tel: 281-810-1422



MTA-78007  
 APRIL 25, 2023

PRODUCT	PH I	PH II	PH III	PH IV	TOTALS
50' x 120'	45 LOTS	43 LOTS	39 LOTS	63 LOTS	190 LOTS
60' x 120'	40 LOTS	12 LOTS	29 LOTS		81 LOTS
<b>SUB TOTAL</b>	<b>85 LOTS</b>	<b>55 LOTS</b>	<b>68 LOTS</b>	<b>63 LOTS</b>	<b>271 LOTS</b>

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 MAY 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.





1500 County Road 269  
Leander, TX 78641

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

Date: Tuesday, February 8, 2022

Justin Morris  
Jones Carter  
3100 Alvin Devane Blvd  
Austin 78741  
jmorris@jonescarter.com

Permit Number 2021-P-1395-CP  
Job Address: GREGG LN TX, Manor, TX. 78653

Dear Justin Morris,

The first submittal of the New Haven Concept Plan - Gregg Lane Development (*Concept Plan*) submitted by Jones Carter and received on April 27, 2023, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B.

### Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Pauline Gray, P.E. by telephone at (737) 247-7557 or by email at pgray@gbateam.com.

- ~~1. The City signature blocks should be included on the Cover Sheet.~~
- ~~2. The proposed development is not currently zoned and needs to be annexed into the City.~~
- ~~3. Pflugerville is misspelled.~~
- 4. The proposed road running along the proposed SF-1 needs to match what is planned by the City and the adjacent development. The proposed alignment of the road appears to go through the buffer requested by the seller. The eastern lot owned by the seller needs to be a minimum of 8 acres. It does not appear that the roadway has been adjusted.**
- 5. Parkland should be provided and shown on the concept plan. Floodplain is not counted towards parkland. Please review Code of Ordinances Chapter 10 Section 48 in the Code of Ordinances for parkland requirements. Provide documentation that City Council has approved the fee in lieu.**
- 6. For the proposed project a minimum of 4.12 contiguous acres of parkland is required. Provide documentation that the fee in lieu has been approved.**
- ~~7. The location map should be to a scale of 1"=2000' and show the area within one (1) mile radius of the proposed subdivision.~~
- ~~8. Please label the elevations on topography in order for the intervals to be verified.~~



~~9. Proposed major categories of land use by acreage should be provided. This includes residential, commercial, open space, parkland.~~

~~10. The proposed number of residential and non-residential lots should be provided along with the estimated number of LUEs for each category of lots and traffic volume to be generated by all proposed development other than single-family residential.~~

**11. Proposed and existing arterial and collector streets to serve the area should be shown on the concept plan.**

~~12. The locations of proposed parks and other public uses should be shown on the concept plan.~~

~~13. A proposed phasing plan should be provided for the project.~~

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Pauline Gray, P.E.  
Lead AES  
GBA

December 5, 2022

Pauline Gray, P.E.  
Jay Engineering, Division of GBA  
1500 Country Road 269  
Leander, Tx 78641  
PO Box 2029  
Leander, Tx 78646-2029

**RE: New Haven Concept Plan- Gregg Lane Development**

Dear Ms. Gray:

We are submitting a comment response letter to address the comments received regarding the first submittal of the New Haven Concept Plan for compliance with the City of Manor Subdivision Ordinance 263B.

1. The City signature blocks should be included on the Cover Sheet.

[Response: The signature block has been added to the cover sheet.](#)

2. The proposed development is not currently zoned and needs to be annexed into the City.

[Response: The PUD process is currently in progress.](#)

3. Pflugerville is misspelled.

[Response: The spelling of Pflugerville has been corrected in all instances.](#)

4. The proposed road running along the proposed SF-1 needs to match what is planned by the City and the adjacent development. The proposed alignment of the road appears to go through the buffer requested by the seller.

[Response: The roadway alignment has been modified to match the plan by the City and the adjacent development.](#)

5. Parkland should be provided and shown on the concept plan. Floodplain is not counted towards parkland. Please review Code of Ordinances Chapter 10 Section 48 in the Code of Ordinances for parkland requirements.

[Response: Parkland will be provided for via fee in lieu.](#)

6. For the proposed project a minimum of 4.12 contiguous acres of parkland is required.

[Response: Parkland will be provided for via fee in lieu.](#)

7. The location map should be to a scale of 1"=2000' and show the area within one (1) mile radius of the proposed subdivision.

Response: The location map has been updated and scaled on the cover sheet.

8. Please label the elevations on topography in order for the intervals to be verified.

Response: The elevations were added to the concept plan.

9. Proposed major categories of land use by acreage should be provided. This includes residential, commercial, open space, parkland.

Response: A table on the cover sheet was added to show the major categories of land use by acreage.

10. The proposed number of residential and non-residential lots should be provided along with the estimated number of LUEs for each category of lots and traffic volume to be generated by all proposed development other than single-family residential.

Response: The proposed LUEs for each category for each category were provided on the cover sheet. Additionally, the traffic volume is provided on the cover sheet.

11. Proposed and existing arterial and collector streets to serve the area should be shown on the concept plan.

Response: The proposed and existing arterial and collector streets have been shown on the plan.

12. The locations of proposed parks and other public uses should be shown on the concept plan.

Response: Parks will be provided for via fee in lieu and all other uses are being shown.

13. A proposed phasing plan should be provided for the project.

Response: A phasing plan has been outlined on the cover sheet and shown on the concept plan.

#### **END OF REPORT**

If you have any questions or require additional information, please call me at (210) 386-8112.

Sincerely,

John Alvarez, P.E.  
Project Manager

JAA/elc





K:\16759\16759-0007-02 Newhaven Subdivision\Project Management\Correspondence\Out\City of Manor\Concept Plan



1500 County Road 269  
Leander, TX 78641

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

Date: Tuesday, December 27, 2022

Justin Morris  
Jones Carter  
3100 Alvin Devane Blvd  
Austin 78741  
jmorris@jonescarter.com

Permit Number 2021-P-1395-CP  
Job Address: GREGG LN TX, Manor 78653

Dear Justin Morris,

The subsequent submittal of the New Haven Concept Plan - Gregg Lane Development submitted by Jones Carter and received on April 27, 2023, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B. We can offer the following comments based upon our review (satisfied comments stricken, new or outstanding comments in bold):

#### Engineer Review

The following comments have been provided by Pauline Gray, P.E.. Should you have any questions or require additional information regarding any of these comments, please contact Pauline Gray, P.E. by telephone at (737) 247-7557 or by email at pgray@gbateam.com.

- ~~1. The City signature blocks should be included on the Cover Sheet.~~
- ~~2. The proposed development is not currently zoned and needs to be annexed into the City.~~
- ~~3. Pflugerville is misspelled.~~
- 4. The proposed road running along the proposed SF-1 needs to match what is planned by the City and the adjacent development. The proposed alignment of the road appears to go through the buffer requested by the seller. The eastern lot owned by the seller needs to be a minimum of 8 acres. It does not appear that the roadway has been adjusted.**
- 5. Parkland should be provided and shown on the concept plan. Floodplain is not counted towards parkland. Please review Code of Ordinances Chapter 10 Section 48 in the Code of Ordinances for parkland requirements. Provide documentation that City Council has approved the fee in lieu.**
- 6. For the proposed project a minimum of 4.12 contiguous acres of parkland is required. Provide documentation that the fee in lieu has been approved.**

- ~~7. The location map should be to a scale of 1"=2000' and show the area within one (1) mile radius of the proposed subdivision.~~
- ~~8. Please label the elevations on topography in order for the intervals to be verified.~~
- ~~9. Proposed major categories of land use by acreage should be provided. This includes residential, commercial, open space, parkland.~~
- ~~10. The proposed number of residential and non-residential lots should be provided along with the estimated number of LUEs for each category of lots and traffic volume to be generated by all proposed development other than single-family residential.~~
- 11. Proposed and existing arterial and collector streets to serve the area should be shown on the concept plan.**
- ~~12. The locations of proposed parks and other public uses should be shown on the concept plan.~~
- ~~13. A proposed phasing plan should be provided for the project.~~

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) and use the online portal to upload your drawings in PDF format.

Should you have questions regarding specific comments, please contact the staff member referenced under the section in which the comment occurs. Should you have questions or require additional information regarding the plan review process itself, please feel free to contact me directly. I can be reached by telephone at (737) 247-7557, or by e-mail at [pgray@gbateam.com](mailto:pgray@gbateam.com).

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Pauline Gray, P.E.  
Lead AES  
GBA



April 26, 2023

Pauline Gray, P.E.  
Jay Engineering, Division of GBA  
1500 Country Road 269  
Leander, Tx 78641  
PO Box 2029  
Leander, Tx 78646-2029

**RE: New Haven Concept Plan- Gregg Lane Development 2021-P-1395-CP**

Dear Ms. Gray:

We are submitting a comment response letter to address the comments received regarding the second submittal of the New Haven Concept Plan for compliance with the City of Manor Subdivision Ordinance 263B.

1. The proposed road running along the proposed SF-1 needs to match what is planned by the City and the adjacent development. The proposed alignment of the road appears to go through the buffer requested by the seller. The eastern lot owned by the seller needs to be a minimum of 8 acres. It does not appear that the roadway has been adjusted.

[Response: The roadway alignment has been modified to match the request by the City to have the eastern lot of 8 acres.](#)

2. Parkland should be provided and shown on the concept plan. Floodplain is not counted towards parkland. Please review Code of Ordinances Chapter 10 Section 48 in the Code of Ordinances for parkland requirements. Provide documentation that the City Council has approved the fee in lieu.

[Response: Parkland will be provided for via fee in lieu as per approved Development Agreement on April 19, 2023.](#)

3. For the proposed project a minimum of 4.12 contiguous acres of parkland is required. Provide Documentation that the fee in lieu has been approved.

[Response: Parkland will be provided for via fee in lieu as per approved Development Agreement on April 19, 2023. Below is the snipping for parkland section in the Newhaven development Agreement.](#)

**4.07. Parkland/Open Space.**

To satisfy the City Rules, the Project will pay a fee-in-lieu of parkland dedication in the amount of \$550.00 per residential lot. In addition to the City Rules, and in exchange for the City's consideration of the PUD and PID, the Developer has agreed that the Project will also contain various parks, open space, trails and a nature preserve, as generally shown in **Exhibit "D"** (the "**Public Amenities**"). Developer shall grant to the City a Public Access Easement in a form agreed upon by the Parties upon the City's approval of the final plat for the portion of the Property in which the applicable Public Amenities are contained. All Public Amenities shall be maintained by the Developer or the Owner's Association.


4. Proposed and existing arterial and collector streets to serve the area should be shown on the concept plan.

**Response:** The proposed collector and existing arterial (Gregg Lane) have been shown on the plan and labeled.

**END OF REPORT**

If you have any questions or require additional information, please call me at (210) 386-8112.

Sincerely,



John Alvarez, P.E.  
Project Manager

JAA/FR

K:\16759\16759-0007-02 Newhaven Subdivision\Project Management\Correspondence\Out\City of Manor\Concept Plan



1500 County Road 269  
Leander, TX 78641

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

Date: Wednesday, May 10, 2023

Justin Morris  
Jones Carter  
3100 Alvin Devane Blvd  
Austin 78741  
jmorris@jonescarter.com

Permit Number 2021-P-1395-CP  
Job Address: GREGG LN TX, Manor 78653

Dear Justin Morris,

We have conducted a review of the concept plan for the above-referenced project, submitted by Justin Morris and received by our office on April 27, 2023, for conformance with the City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B. The Plans appear to be in general compliance with City Ordinance requirements and we therefore take no exception to their approval as presented.

**Please submit a hard copy of the Concept Plan to Scott Dunlop at the City of Manor for signatures. A copy of the signed Concept Plan will be uploaded under project files on the my permit now website.**

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance. Please call if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Pauline M. Gray".

Pauline Gray, P.E.  
Lead AES  
GBA





5/31/2023

## City of Manor Development Services

# Notification for a Subdivision Concept Plan

Project Name: New Haven Concept Plan - Gregg Lane Development  
 Case Number: 2021-P-1395-CP  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Subdivision Concept Plan for New Haven located near the intersection of Gregg Ln and FM 973, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Subdivision Concept for the New Haven, two hundred seventy-eight (278) lots on 90.3 acres, more or less, and being located near the intersection of Gregg Ln and FM 973, Manor, TX.**

***Applicant: Jones Carter***

***Owner: Gregg Lane Dev., LLC***

The Planning and Zoning Commission will meet at 6:30PM on June 14, 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 Subdivision Concept Plan 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.

ENFIELD PARTNERS LLC ETAL  
(1793955)  
2303 CAMINO ALTO  
AUSTIN TX 78746-2404

PEARCE HELEN LUCILLE LIFE  
ESTATE (1879647)  
15701 ANDERSON RD  
MANOR TX 78653-3580

DEARING HARRY LEONARD JR  
(1499099)  
71 INDIAN CLOVER DR  
THE WOODLANDS TX 77381-2590

PFLUGERVILLE ISD (244029)  
PO BOX 589  
PFLUGERVILLE TX 78691-0589

BOARD OF TRUSTEES OF THE  
MANOR (1680502)  
% DENNIS ANDERSON ETAL

LUTZ JAMES T & ALEXANDRA  
CARRILLO (233410)  
14812 FM 973 N

GAB MANOR LLC (1895124)  
4517 THREE ARROWS CT  
CEDAR PARK TX 78613

AQUA WATER SUPPLY CORP  
(533815)  
PO BOX P  
BASTROP TX 78602-1989



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTIONS:**

Conduct a Public Hearing on the levying of assessments in Improvement Area #3 of the Manor Heights Public Improvement District.

**BACKGROUND/SUMMARY:**

This item relates to Agenda Item No. 22 approving an ordinance for the levy of assessments in Improvement Area #3.

The notice of public hearing for the levy of assessments was published in the *Manor Journal* on June 9, 2023, and was mailed to all property owners in Improvement Area #3 of the District on June 8, 2023, both of which met the statutory requirement of publication and mailing of notices by the 11<sup>th</sup> day before the public hearing.

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

**STAFF RECOMMENDATION:**

Staff recommends conducting a public hearing for the levying of assessments in Improvement Area #3 of Manor Heights Public Improvement District.

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





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTIONS:**

Conduct a Public Hearing on the issuance of Improvement Area #3 Bonds for the Manor Heights Public Improvement District.

**BACKGROUND/SUMMARY:**

This item relates to Agenda Item No.23 approving an ordinance for the issuance of Improvement Area #3 Bonds.

The notice of a public hearing on the issuance of the Bonds was published in the Manor Journal on June 9, 2023, per City Charter requirements.

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

**STAFF RECOMMENDATION:**

Staff recommends conducting a public hearing on the issuance of the City of Manor, Texas Special Assessment Revenue Bonds (Manor Heights Public Improvement District Improvement Area #3 Project).

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

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### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 21 2023  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action to approve the City Council Minutes of June 7, 2023, City Council Regular Meeting.

**BACKGROUND/SUMMARY:**

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

- June 7, 2023, City Council Regular Meeting Minutes

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the City Council Minutes of the June 7, 2023, City Council Regular Meeting.

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



**CITY COUNCIL  
REGULAR SESSION MINUTES  
JUNE 7, 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 (Absent)
- Sonia Wallace, Place 4
- 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
- Michael Pachnick, IT Technician
- Veronica Rivera, Assistant City Attorney
- Frank Phelan, P.E., City Engineer
- Pauline Gray, P.E., City Engineer

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:03 p.m. on Wednesday, June 7, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.



## INVOCATION

Father Sam Mathew with St. Gregorios Orthodox Church gave the invocation.

## PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

## PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns and frustration with City Council. Mr. Battaile also expressed his disagreement with Agenda Items 9, 16, 17, 18, and 25.

Teresa Johnson submitted a speaker card and spoke about recycling and historic landmarks. She suggested that recycling bins could be placed in parks and around the city or events to promote environmental awareness. Ms. Johnson also discussed the preservation of historic facts behind the Lions Club and asked the Council if the new proposed apartment development could be built around it.

Victoria Bauton, 12908 Ship Bell Drive, Manor, Texas, along with Kirsten White 12909 Wedding Drive, Manor, Texas submitted speaker cards and had their daughters apologize for vandalizing the Bell Farm's Community Park. They both offered their assistance for community service.

Derrick White, Founder & Executive Director of Evolution of Health, Corp submitted a speaker card and spoke in regard to the upcoming event Manor Community 5k. The Manor Community 5K is designed to promote healthier habits among low-income families to aid in addressing health inequities. The run will focus on physical activity and making healthier food choices. Participants will be able to walk or run a 5K course and enjoy a variety of healthy snacks and refreshments upon completing the event. They are also providing access to free health screenings, as well as other free health resources from local organizations. He invited everyone to attend the event on June 10, 2023, at Timmermann Park from 9:00 a.m. to 1:00 p.m.

No one else appeared at this time.

## 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.**

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 Mustang Valley PID. He asked for clarification on the proposed acreage, units, and parkland fees.

Development Services Director Dunlop discussed the proposed creation of the Mustang Valley PID and clarified questions Mr. Battaile had.

Discussion was held regarding the source of water lines.

Discussion was held regarding the clarification of proposed development phases.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to close the public hearing.

There was no further discussion.

**Motion to close carried 6-0**

**CONSENT AGENDA**

- 2. 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
- 3. Consideration, discussion, and possible action to submit project closeout documentation to Capital Metro for the FY2021 Paving Project.**
- 4. Consideration, discussion, and possible action on discontinuing services with Spectrum/Charter and transferring to AT&T MetroEthernet Services.**
- 5. Consideration, discussion, and possible action on the purchase of Taser equipment for Manor Police Department.**
- 6. Consideration, discussion, and possible action on the purchase of firearms and related equipment for Manor Police Department.**
- 7. Consideration, discussion, and possible action on the purchase of 2 Stalker MC 360 message trailers for Manor Police Department.**
- 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).**

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.

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

Chief of Police Phipps clarified the purchase for Item Nos. 6 and 7.

There was no further discussion.

**Motion to approve carried 6-0**

**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.**

The city staff recommended that the City Council approve and accept the City of Manor, Texas Annual Financial Report and Independent Auditor's Report Year ended September 30, 2022.

Jeremy Myers, Auditor with Atchley and Associates, LLP discussed the Auditor's Report for the City of Manor.

City Manager Moore discussed the budget process in regard to the city's audit.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Moreno, to approve and accept the City of Manor, Texas Annual Financial Report and Independent Auditor's Report Year ended September 30, 2022.

There was no further discussion.

**Motion to approve carried 6-0**

**10. Consideration, discussion, and possible action on a Resolution creating the Mustang Valley Public Improvement District (PID).**

The city staff recommended that the City Council approve Resolution No. 2023-22 creating the Mustang Valley Public Improvement District (PID).

Development Services Director Dunlop discussed the proposed PID and the tax rate fee.



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.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve Resolution No. 2023-22 creating the Mustang Valley Public Improvement District (PID).

There was no further discussion.

**Motion to approve carried 6-0**

**11. Consideration, discussion, and possible action on an Agreement regarding the Dissolution of the Mustang Valley Public Improvement District.**

The city staff recommended that the City Council approve the agreement regarding the Dissolution of the Mustang Valley Public Improvement District.

Assistant City Manager Rivera discussed the proposed dissolution agreement.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the agreement regarding the Dissolution of the Mustang Valley Public Improvement District.

There was no further discussion.

**Motion to approve carried 6-0**

**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).**

The city staff recommendation was 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).

Jon Snyder with P3Works discussed the proposed resolution 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).

Stephanie Leibe with Norton Rose Fulbright US LLP discussed the Bond procedures.

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).

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Weir, to 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).

There was no further discussion.

**Motion to approve carried 6-0**

**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.**

The city staff recommendation was that the City Council approve Resolution No. 2023-21 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.

Jon Snyder with P3Works discussed the proposed resolution 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.

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.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to approve Resolution No. 2023-21 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.

There was no further discussion.

**Motion to approve carried 6-0**

**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.**

The city staff recommendation was that the City Council approve the Deposit Agreement for the Proposed Water and Sewer Service Transfer and an Exchange of Extra-Territorial Jurisdiction (ETJ) for the Blue Bluff Project and authorize the City Manager to execute the agreement.

Development Services Director Dunlop discussed the proposed Deposit Agreement for the Proposed Water and Sewer Service Transfer and an Exchange of Extra-Territorial Jurisdiction (ETJ) for the Blue Bluff Project.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno, to approve the Deposit Agreement for the Proposed Water and Sewer Service Transfer and an Exchange of Extra-Territorial Jurisdiction (ETJ) for the Blue Bluff Project and authorize the City Manager to execute the agreement.



There was no further discussion.

**Motion to approve carried 6-0**

**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.**

The city staff recommendation was that the City Council approve Ordinance No. 706 of the City of Manor, Texas accepting certain property released from the Extraterritorial Jurisdiction (“EJ”) of the City of Austin into the City of Manor’s ETJ; and providing for related matters.

Development Services Director Dunlop discussed the proposed ordinance.

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.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to approve Ordinance No. 706 of the City of Manor, Texas accepting certain property released from the Extraterritorial Jurisdiction (“EJ”) of the City of Austin into the City of Manor’s ETJ; and providing for related matters.

There was no further discussion.

**Motion to approve carried 6-0**

**16. Consideration, discussion, and possible action on an Ordinance approving the proposed amended budget for Fiscal Year 2022-2023.**

The city staff recommendation was that the City Council approve Ordinance No. 707 the Proposed Amended Budget for Fiscal Year 2022-2023.

Director of Finance Collins discussed the proposed amended budget for Fiscal Year 2022-2023.

Ordinance No. 707: 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.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to approve Ordinance No. 707 the Proposed Amended Budget for Fiscal Year 2022-2023.

There was no further discussion.

**Motion to approve carried 6-0**

**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.**

The city staff recommendation was that the City Council approve and authorize the City Manager to execute a contract with Visual Edge IT.

Director of Finance Collins discussed the proposed contract.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to approve and authorize the City Manager to execute a contract with Visual Edge IT.

There was no further discussion.

**Motion to approve carried 6-0**

**18. Consideration, discussion, and possible action on Second Amendment to Development Agreement (Butler/East Hwy 290 & 13100 N. FM 973).**

The city staff recommendation was that the City Council approve the Second Amendment to Development Agreement (Butler/East Hwy 290 & 13100 N. FM 973).

Development Services Director Dunlop discussed the proposed second amendment to Development Agreement (Butler/East Hwy 290 & 13100 N. FM 973).

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno, to approve the Second Amendment to Development Agreement (Butler/East Hwy 290 & 13100 N. FM 973).

There was no further discussion.

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

**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.**

The city staff recommendation was 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.

Development Services Director Dunlop discussed the proposed variance.

Discussion was held regarding the development entrance.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Deja Hill, to 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.

Discussion was held regarding parking regulations.

Justin Sager with Salad and Go submitted a speaker card in support of this item and discussed the proposed parking for the development.

There was no further discussion.

**Motion to approve carried 4-2  
(Mayor Pro Tem Emily Hill and Council Member Weir voted against)**

**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.**

The city staff recommendation was 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."

Assistant City Attorney Rivera discussed the proposed Resolution.

Resolution No. 2023-23: 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.

City Manager Moore discussed the reason for the condemnation of the property.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Deja Hill, to 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."

There was no further discussion.

**Motion to approve carried 6-0**

**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.**

The city staff recommendation was 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 (20) for the public use of constructing and operating wastewater lines and infrastructure improvements."

Assistant City Attorney Rivera discussed the proposed Resolution.

Resolution No. 2023-24: 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 Country, 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.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Deja Hill, to 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 (20) for the public use of constructing and operating wastewater lines and infrastructure improvements."

There was no further discussion.

**Motion to approve carried 6-0**

**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.**

The city staff recommendation was 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.

Chief of Police Phipps discussed the proposed agreement with Flock Safety.

Discussion was held regarding the return on investment for the system.

Discussion was held regarding the Safety Measures for the system.

Discussion was held regarding the placement of cameras around the city.

Discussion was held regarding the security features of the system.

Discussion was held regarding the terms of the contract.

Council Member Deja Hill suggested a monthly report of the system's progress.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to 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.

There was no further discussion.

**Motion to approve carried 6-0**

**23. Consideration, discussion, and possible action on the purchase of a Community Outreach and Engagement Trailer for youth and community relations.**

The city staff recommendation was that the City Council approve the purchase and deployment of the Community Outreach and Engagement Trailer for youth and community relations initiative.

Chief of Police Phipps discussed the proposed engagement trailer.

Discussion was held regarding the funding source for the trailer purchase.

Discussion was held regarding the safety features of the trailer.

Discussion was held regarding maintenance costs.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno, to approve the purchase and deployment of the Community Outreach and Engagement Trailer for youth and community relations initiative with the funding allocating 50% from the Manor PD unused salary fund and 50% from the Community Program Fund.

There was no further discussion.

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

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 9:17 p.m. on Wednesday, June 7, 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, 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 at 9:17 p.m. on Wednesday, June 7, 2023.*

The Executive Session was adjourned at 11:38 p.m. on Wednesday, June 7, 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 11:38 p.m. on Wednesday, June 7, 2023.



**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to direct the City Manager to execute the Earnest Money Contract for the .1980 acre tract.

There was no further discussion.

**Motion to approve carried 5-1 (Mayor Pro Tem Emily Hill voted against)**

**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.**

The city staff recommendation was 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 EntraGlen PID.

Danny Burnett with Dwyer Realty, 9900 US Hwy 290E., Manor, Texas, submitted a speaker card in opposition to this item; however, he did not wish to speak but was available to address any questions posed by the City Council.

Jordan Dwyer with Dwyer Realty, 9900 US Hwy 290E., Manor, Texas, submitted a speaker card in opposition to this item; however, she did not wish to speak but was available to address any questions posed by the City Council.

Sharon Smith with Armbrust & Brown, 100 Congress Avenue, Austin, Texas, submitted a speaker card in opposition to this item; however, she did not wish to speak but was available to address any questions posed by the City Council.

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.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Deja Hill, to 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 EntraGlen PID.

There was no further discussion.

**Motion to approve carried 6-0**

**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.**

The city staff recommendation was 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.

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.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to 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.

There was no further discussion.

**Motion to approve carried 6-0**

**26. Consideration, discussion, and possible action on the Professional Services Agreement Newhaven Public Improvement District – PID Consultants for the proposed Newhaven Public Improvement District.**

The city staff recommendation was that the City Council approve a Professional Services Agreement Newhaven Public Improvement District – PID Consultants for the proposed Newhaven Public Improvement District.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to approve a Professional Services Agreement Newhaven Public Improvement District – PID Consultants for the proposed Newhaven Public Improvement District.

There was no further discussion.

**Motion to approve carried 6-0**

**ADJOURNMENT**

The Regular Session of the Manor City Council was Adjourned at 11:44 p.m. on Wednesday, June 7, 2023.

These minutes were approved by the Manor City Council on the 21<sup>st</sup> day of June 2023.

**APPROVED:**

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

**ATTEST:**

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

Draft Minutes





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on accepting the May 2023 Departmental Reports.

**BACKGROUND/SUMMARY:**

- Finance – Lydia Collins, Director of Finance
- Police – Ryan Phipps, Chief of Police
- Travis County ESD No. 12 – Ryan Smith, Fire Chief
- Economic Development – Scott Jones, Economic Development Director
- Development Services – Scott Dunlop, Development Services Director
- Municipal Court – Sarah Friberg, Court Clerk
- Public Works – Matt Woodard, Director of Public Works
- Manor Cemetery – Nora Sanchez, MC Manager
- Human Resources – Tracey Vasquez, HR Manager
- IT – Phil Green, IT Director
- Administration – Lluvia T. Almaraz, City Secretary

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- May 2023 Department Monthly Reports

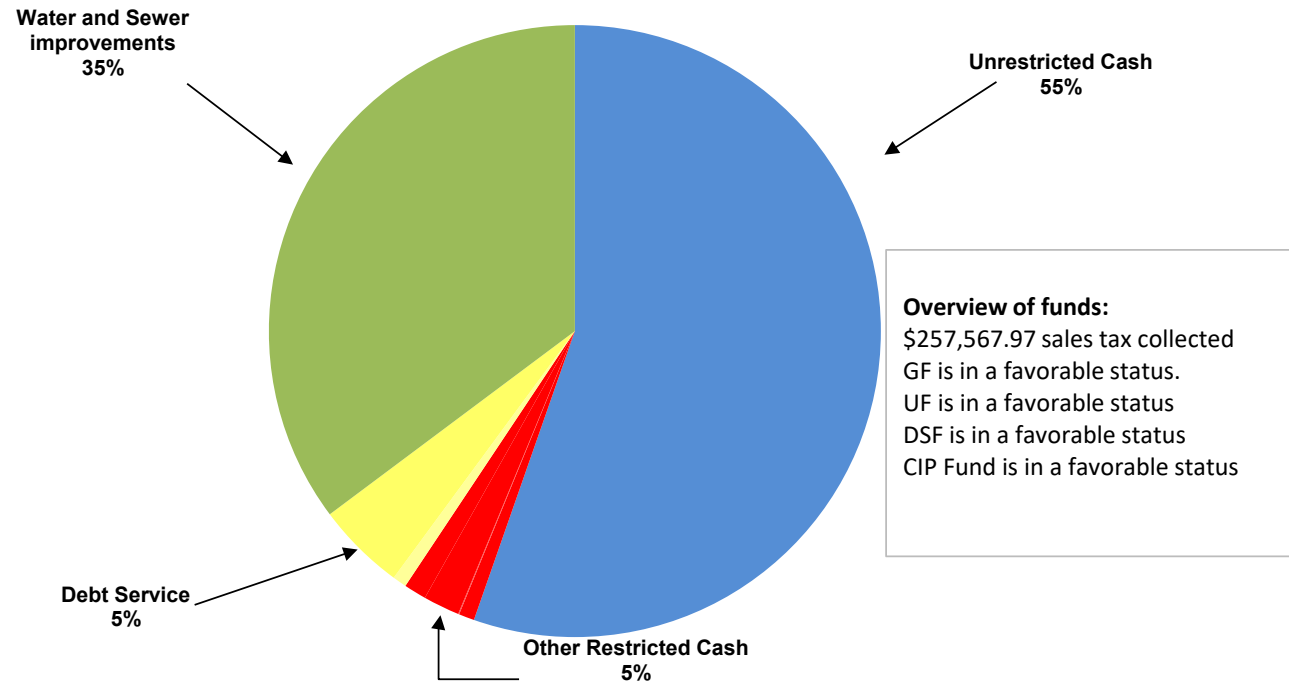
**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve and accept the May 2023 Departmental Reports.

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

**CITY OF MANOR, TEXAS  
CASH AND INVESTMENTS  
As Of MAY, 2023**

<b>CASH AND INVESTMENTS</b>	<b>GENERAL FUND</b>	<b>UTILITY FUND</b>	<b>DEBT SERVICE FUND</b>	<b>SPECIAL REVENUE FUNDS</b>	<b>CAPITAL PROJECTS FUND</b>	<b>TOTAL</b>
Unrestricted:						
<b>Cash for operations</b>	24,874,867	13,596,611				38,471,478
Restricted:						
<b>Tourism</b>				572,320		572,320
<b>Court security and technology</b>	36,022					36,022
<b>Rose Hill PID</b>				1,337,922		1,337,922
<b>Customer Deposits</b>		827,934				827,934
<b>Park</b>	513,602					513,602
<b>Debt service</b>			3,266,897			3,266,897
<b>Capital Projects</b>						
<b>Water and sewer improvements</b>				8,917,296	15,558,669	24,475,965
<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 25,424,490</b>	<b>\$ 14,424,546</b>	<b>\$ 3,266,897</b>	<b>\$ 10,827,539</b>	<b>\$ 15,558,669</b>	<b>\$ 69,502,141</b>









# Manor Police Department

## Monthly Report May 2023



# Manor Police Department By The Numbers February

	<b>1556</b> Number of calls for service	<b>50</b> Average calls per day
	<b>Total Training Hours</b>	<b>2342*</b>
	<b>Mental Health Calls</b>	<b>18</b>
	<b>Juvenile Detentions</b>	<b>0</b>

\*Several officers completed academy and field training in the month of May.



# Interactions



7

Community Events

1

Hosted Events

6

External Events



0:02:46

Average response time



2.5

The average number of people an officer interacts with per call

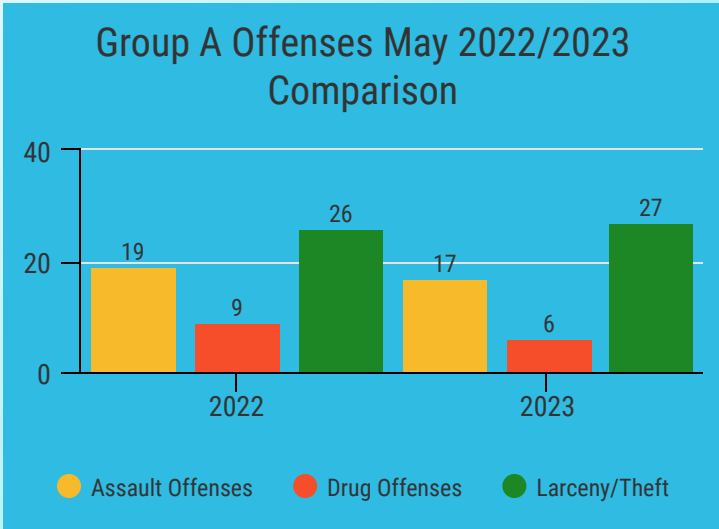


3,890

The estimated number people officers interact with on calls alone

# Criminal Offenses

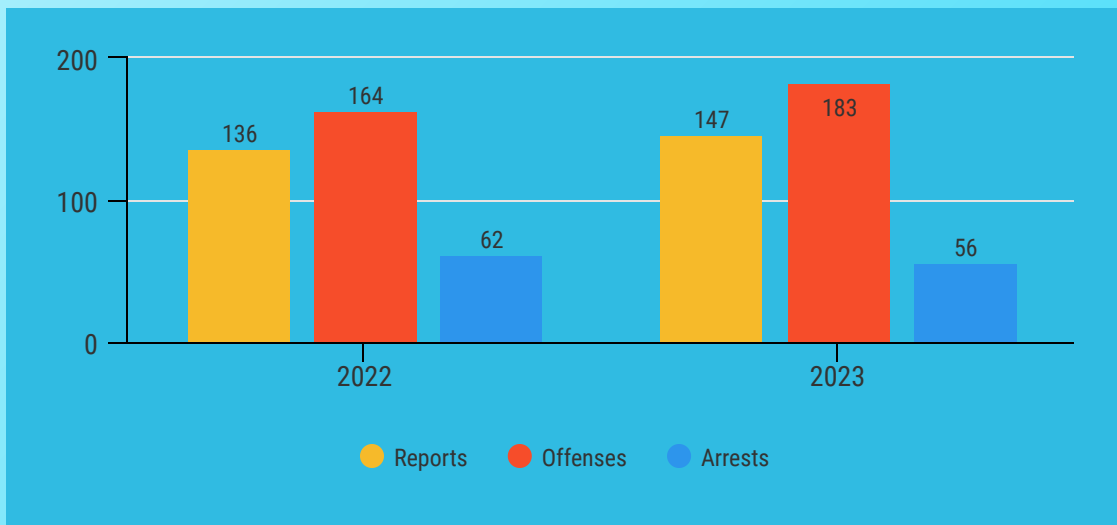
## National Incident Based Reporting System



Offense Group	May 2022	May 2023
Group A	71	75
Group B	66	87

Crime Type	May 2022	May 2023
Persons	26	16
Property	59	68
Fraud	5	6
Crimes against Children	3	0

## Incident Reports, Total Offenses, and Arrests



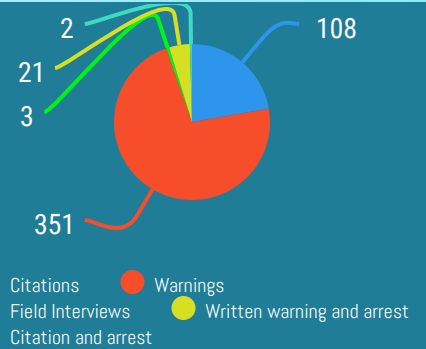
\*Group A offenses are 22 offense categories, including but not limited to assaultive offenses, sex offenses, larceny, arson, and prostitution, where extensive data is collected.  
 Group B offenses consist of 11 offense categories, including but not limited to bad checks, DWI, non-violent family offenses,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

# Traffic Enforcement Analysis



**481**

**Total traffic stops conducted**



**19**

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



**27 searches out of 481 stops**

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

**CONTRABAND**

**15**

Contraband, such as alcohol and drugs, was discovered as a result of the stop.

# Traffic Enforcement Analysis



**30**  
Crashes

**1**  
Involving Alcohol  
or Drugs

**21**  
DWI  
Arrests

## DWI Arrests by the numbers\*



### Manor Police Department DWI Profile - May 2023



One DWI arrest was not completed with LEADRS.





# Travis County Emergency Services District No.12

Item 9.

## Office of the Fire Chief

11200 Gregg Lane. • PO Box 846  
 Manor, Texas 78653  
 O: 512-272-4502 • F: 512-428-5114

## Operational/Prevention Summary – May 2023

### Calls - Month

2023 - 420 (-1.4%)  
 2022 - 426 (+11.5%)  
 2021 - 382

### Calls by Unit

Eng1201 - 126      SQ1201 - 206  
 Eng1202 - 89      Eng1203 - 142  
 Bat1201 - 29      FMO1201 – 6,  
 176 call reviews

### Calls - CYTD

2023 - 2033 (+4.6%)  
 2022 - 1943 (+7.1%)  
 2021 - 1815

### AVG Response Time - Month

8 min, 30 sec

### AVG Response Time - CYTD

8 min, 43 sec

Aiding Departments	Month Received	Month Given	CYTD Received	CYTD Given
Austin FD	5	3	29	20
Bastrop Co. ESDs	0	0	0	0
BT1/ESD 13	0	0	0	0
Elgin VFD	0	1	1	4
TC ESD 2	5	7	43	59
TC ESD 11	1	1	21	1
TC ESD 9/6/3	0	0	15	0
WILCO Dept's	0	1	6	7
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<b>TOTAL</b>	<b>11</b>	<b>13</b>	<b>115</b>	<b>91</b>

### Incident by Type

100 Fire.....	84	200 Rupture/Explosion...	0	300 EMS/Rescue	277
400 Hazardous Condition.	6	500 Service Call.....	19	600 Good Intent.	15
700 False Calls.....	19	900 Other.....	0	800 Nat. Disaster	0

### Training and Events

- Front Line Mobile Health
- DCPE Education Hour Training
- DCPE 3<sup>rd</sup> Quarter Trng Envenomation
- Harassment Training by TAC
- COM Nacho Average Party
- ShadowGlen Elem, Decker Elem, Presidential Meadows Elem, Compass Rose career days
- Stn1201 tour

### Awards and Recognition

- FE J. Leal 5yrs.
- FE H. Rhea 3yrs.



# Travis County Emergency Services District No.12

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Manor, Texas 78653

O: 512-272-4502 • F: 512-428-5114

## Operational/Prevention Summary – May 2023

### Prevention Division Activities (ESD/CoM)

Builder   Developer Mtgs.....5 (5/0)	Site Visits.....63
Reviews.....31 (24/7)	Initial Inspections .....55 (23/32)
Under Review.....14 (9/5)	Reinspection.....19 (8/11)
Re-submittals.....18 (16/2)	Residential Inspections.....3
Approvals / Permits Issued.....21 (17/4)	Investigation Responses.....5 (4/1)
Awaiting Response from Applicant.....8 (5/3)	Hydrant Inspections/Tests.....8
Review Turn-Around (AVG last 30 days) 4 days	

###



# MEMO

To: Mayor and City Council Members

From: Scott Jones, Economic Development Director

Date: June 21, 2023

RE: **May 19 to June 16 Economic Development Department activity**

- City of Manor Day – visited State Capitol (legislature in session); attended Capitol tour
- Manor PFC: agreement in concept reached with W2 on Gregg Manor property 264 units
- Capital Committee Meeting: discussed capital projects and funding
- 5/31 PFC Meeting; 6/7 City Council Meeting; 2 Staff Meetings
- PGAL design meeting for new public facilities and provided input based on experience
- Met with Stacy Rhone of Big Austin on Planet K property potential resolution of outstanding issues
- Met with Dwyer Realty on Entrada Glen PID issues and potential land purchase for future city facilities
- SMPS Austin speaking engagement with Lockhart and Taylor ED Directors and 200 area development, engineering and construction marketing representatives at UT Club 6/13
- Met with Opportunity Austin to discuss new organizational management and structural changes, pending projects and volume, October BRE event Manor will participate in
- Project Influencer, a 150 job manufacturing RFP which we replied to an Opportunity Austin RFP with the 52 acre Zalaram tract next to Manor Commercial Park, has been selected by the company as a finalist and will be toured in October, more info to come!
- Met with Budget Committee on '23-'24 budget recommendations
- Special Bond Election Process meeting with staff, City Council and bond counsel
- TML Legislative Sessions Wrap-up Workshop – Sheraton Austin Georgetown
- Manville CCN Service Area Discussion meeting in Coupland
- CapMetro Meeting with staff regarding current issues and future participation and assistance
- Received, reviewed and evaluated responses to RFP for City's Branding/PR Services Scope of Work, met with Branding Committee staff representatives and made recommendation to Council to have City Manager negotiate a service agreement with Chickenango
- Met with TXP Hospitals and reviewed site criteria, suggested sites and brokers
- Responded to 3 Opportunity Austin and State of Texas Office of the Governor RFPs
- TEDC mid-Year Conference – Allen, TX

**DEVELOPMENT SERVICES DEPARTMENT REPORT**  
**PROJECT VALUATION AND FEE REPORT**  
**May 1-31, 2023**

Description	Projects	Valuation	Fees	Detail
Commercial Demolition	1	\$0.00	\$192.00	Manor Senior Living Center
Commercial Electrical	2	\$25,000.00	\$664.00	
Commercial Irrigation	2	\$115,620.00	\$34,588.50	
Commercial New	1	\$2,551,395.00	\$41,960.00	La Mexicana Supermercado
Commercial Plumbing	1	\$1,500.00	\$172.00	
Commercial Remodel/Repair	1	\$325,000.00	\$2,216.20	McDonalds
Commercial Sign	2	\$22,500.00	\$512.00	
Educational Remodel/Repair	1	\$335,000.00	\$577.00	
Residential Deck/Patio	3	\$34,050.00	\$776.00	
Residential Demolition	2	\$1,000.00	\$194.00	
Residential Electrical	7	\$83,555.00	\$749.00	
Residential Fence	1	\$1,100.00	\$107.00	
Residential Foundation	2	\$11,500.00	\$194.00	
Residential Foundation Repair	3	\$0.00	\$291.00	
Residential Irrigation	59	\$103,000.00	\$6,333.00	
Residential Mechanical-HVAC	5	\$28,116.68	\$535.00	
Residential New	33	\$11,409,459.13	\$257,308.40	
Residential Plumbing	5	\$6,940.00	\$535.00	
Residential Remodel/Repair	1	\$200,000.00	\$2,337.64	
Residential Swimming Pool/Spa	2	\$114,863.00	\$614.00	
Right of Way	1	\$0.00	\$302.00	
Temporary Sign	3	\$400.00	\$111.00	
Totals	138	\$15,369,998.81	\$351,268.74	

Total Certificate of Occupancies Issued: 61

Total Inspections(Comm & Res): 1,783

*Scott Dunlop, Development Services Director*

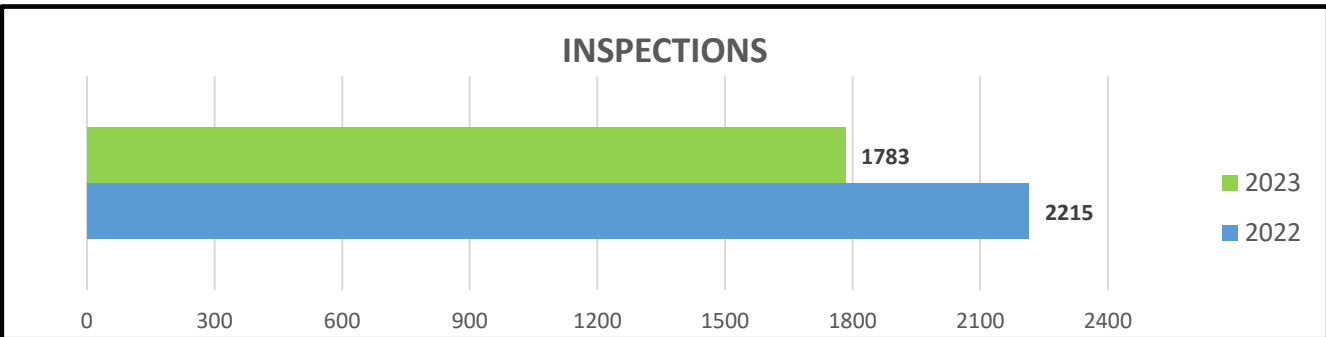
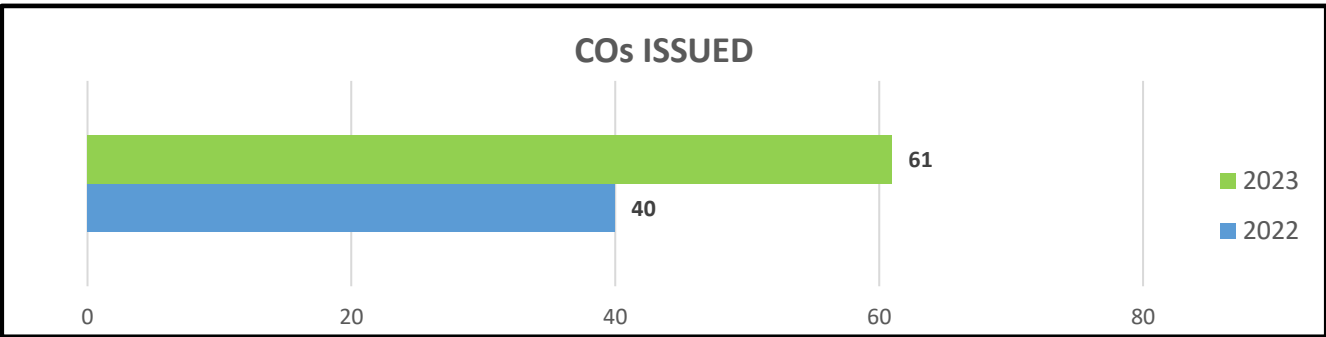
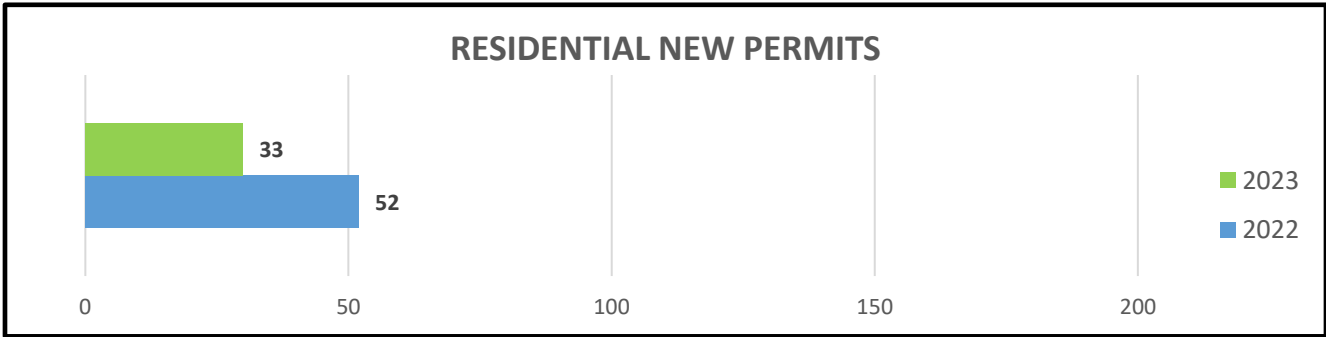
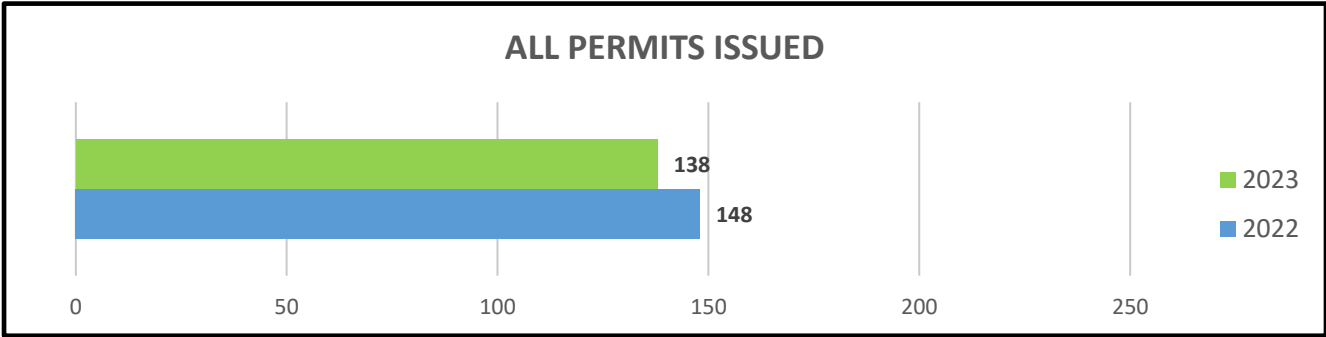






# May 2023

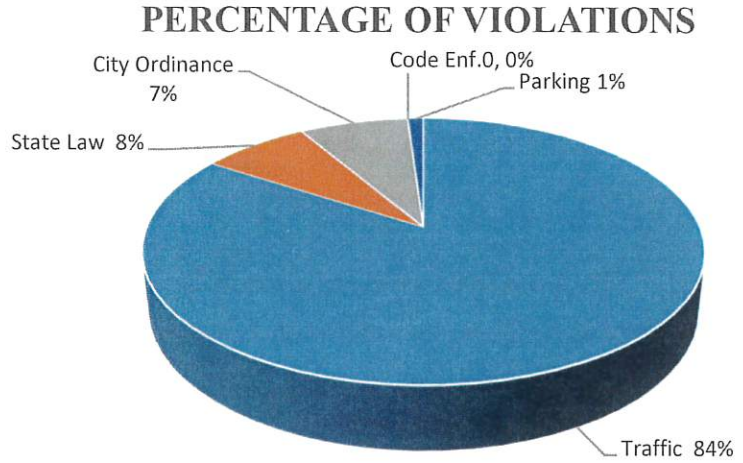
DEPARTMENT OF DEVELOPMENT SERVICES  
SCOTT DUNLOP, DIRECTOR



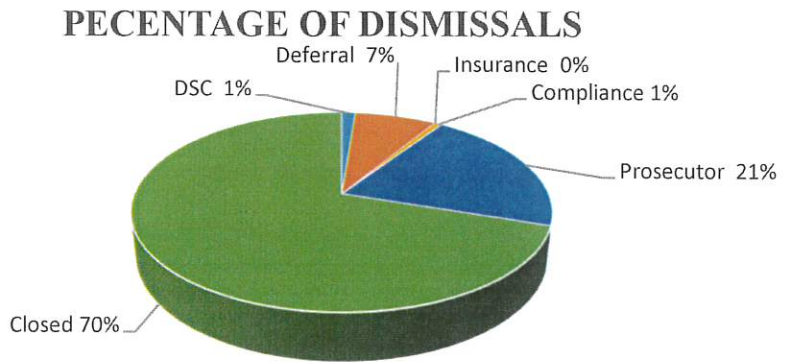
\*Charts displayed at different scales

# City of Manor Municipal Court MAY 2023

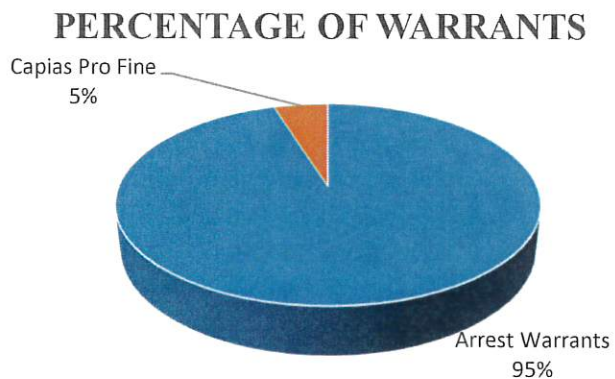
Violations Filed	May-23	May-22
Traffic	158	144
State Law	14	16
City Ordinance	14	3
Code Enforcement	0	0
Parking	2	21
<b>Total</b>	<b>188</b>	<b>184</b>



Dismissals	May-23	May-22
DSC	4	11
Deferral	24	12
Insurance	0	3
Compliance	2	1
Prosecutor	66	27
Closed	224	189
<b>Total</b>	<b>320</b>	<b>243</b>



Warrants	May-23	May-22
Arrest Warrants	59	68
Capias Pro Fine	3	16
<b>Total</b>	<b>62</b>	<b>84</b>



#### Money Collected in May 2023

Kept By City	\$27,776.79
kept By State	\$9,026.15
<b>Total</b>	<b>\$36,802.94</b>

#### Money Collected in May 2022

Kept By City	\$23,894.59
Kept By State	\$9,617.22
<b>Total</b>	<b>\$33,511.81</b>



# MEMO

To: Mayor and City Council Members  
From: Matt Woodard, Director of Public Works  
Date: June 13, 2023  
RE: **May Monthly Report**

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## Public Works Department

### ***Street and Public, Parks, and Maintenance Department***

In May, the Public Parks and Maintenance Department mowed all city facilities, alleys, and right of ways. They cleaned and maintained all city facilities and parks. They performed all maintenance on city vehicles and heavy equipment and the Street Department repaired streets, curbs, and signs.

### ***Water and Wastewater Department***

In May, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters and tested the water daily and the Wastewater Department performed daily maintenance on the wastewater plant. They cleaned and unstopped wastewater mains. The Customer Consumer Report was completed and submitted to our manor residents.

### ***Water Production & Purchase***

In May, 29 % of the water we supplied to our residents was from our wells, and purchased 71 % from EPCOR and Manville WSC.

### ***Population***

City of Manor- 20,126

Shadowglen- 7,372

CITY OF MANOR  
CAPITAL PROJECT STATUS REPORT  
PUBLIC WORKS DEPARTMENT  
June 7th, 2023

PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Cottonwood Creek Wastewater Collection System Improvements Project 14621 – Addendum #49	Gravity wastewater lines and lift station to serve Cottonwood Creek Basin and Cottonwood Creek Tributary Basin	The contractor is working on the remaining punch list items for WWCS and LS. Waiting to hear back from the contractor. <b>Send punch list to Moore/Woodard.</b>	99%
Bastrop/Parsons Gravity Main 14627 – Addendum #56	12” gravity wastewater main	The bonding company is sending a geotech out to the site sometime this week to do some testing.	99%
Pavement Management Program 14843 - SOW No. 3	Pavement Assessment and Management Program	Cassie doing QAQC and finalizing the preliminary report. 80/20 forecast will be conducted. Currently, the project is budgeted at \$2.2 Million, updating the list to include additional streets and 2025 work.	Draft copy will be presented to City Staff next week.
Cottonwood Creek Phase 2 Wastewater Line Extension 14693 - SOW No. 5	The northern extension of the gravity wastewater line in Cottonwood Creek Basin	The easement has been purchased. The change order for completion of the work and reimbursement of pumping and hauling costs has been approved by Council on May 17.	Construction Phase
Manor Commercial Park WW Collection System 15072 – SOW No. 7	Phased wastewater collection system improvements for the Beltex area	Finalizing the amendment for the additional design and construction services. Conducting an internal review of the design memo and OPC. Approve by City Council on May 17 <sup>th</sup> .	Construction Documents
Gregg Manor Road GST and Pressurization Facilities 15110 - SOW No. 10	Ground storage tank and water pressurization facilities for the EPCOR water delivery point	Collecting pump information on recommended pumps from the pump rep and existing pumps in the system (American Marsh). Updating drawings and specifications to add an alternate bid for a larger GST.	Working on Construction documents.
FM 973 and US 290 Water Lines, CIP W-15 & W-16 15110.01 - SOW No. 10	Water line extensions along FM973 and US 290	Waiting to hear back from Manville, regarding the adjusted water line alignment for approval.	Preliminary Engineering



Bell Farms and Presidential Glen LS Imp, CIP-2 & CIP-3 15110.02 - SOW No. 10	Upgrades to the Bell Farms and Presidential Glen lift stations to provide capacity for new growth	The project was awarded on February 15, 2023. Accepted Genset and pump submittals. Waiting on control panels. Schedule: start wetwell expansion in mid June. Bypass will be in Q4. Generator delivery past substantial completion (4/30/2024). Working on access easement for West Elgin property.	Under construction.
Cottonwood Creek West Tributary WW Improvements 15128 - SOW No. 12	Wastewater CIP Line in Cottonwood Creek West Tributary Basin	Working on 95% plans, specs. Verifying easements.	Construction documents.
Cottonwood Creek WWTP Phase II Expansion 15283 - SOW No. 9	Developer-funded expansion of the plant	Finish preliminary design. <u>Tentative schedule:</u> Bid documents – 6/23/23 Incorporating City comments, including retrofits to Phase 1.	Working on Construction Documents
Cottonwood Creek WWTP Phase III Grant Project 15130 - SOW No. 9A	Grant-funded expansion of the Cottonwood Wastewater Treatment Plant	All grant-required preliminary engineering is complete. Grant Admin. waiting on the executed purchase agreement for the plant site to submit an application package.	Design Phase Engineering
Wastewater Collection and Treatment Master Plan 15320 - SOW No. 14	Major Goals: Develop & calibrate sewer model; Use model to estimate timing & location of capacity needs; Develop & choose improvement alternatives to address capacity needs	In progress: Flows Memo Growth projections Model Development	Study Phase
Water Distribution System Master Plan 15317 - SOW No. 15	Contract approved at September 7 Council Meeting.	Finalizing design memo, and preliminary work on the Water master plan report. The water model is set up, working on scenarios and future growth.	Study Phase
2022 Community Impact Fee (CIF) Program Update 15312 - SOW No. 18	Update to the impact fee program	Water and Wastewater fees will be presented to Council on July 5. Working on finalizing the service unit calculations and project list in order to calculate the impact fees for each service area.	The next meeting is on June 14, 2023

Gregg Lane Ground Storage Tank and Pressurization Facility 15318 - SOW No. 20	Contract approved at September 7 Council Meeting.	Preliminary layout complete. Received ROW and will have boring done onsite within the next few weeks.	Preliminary engineering.
2023 Sanitary Sewer Evaluation Study 15333 - SOW No. 22	Contract approved at September 7 Council Meeting.	No updates, project is finalized.	Complete
FY2022 Bond-Funded Water, Wastewater, and Roadway Improvement Project XXXXX - SOW No. 23	Contract approved at September 7 Council Meeting.	The project includes 973 Water Line, Cottonwood Creek Phase 3, and Hill Lane Improvements. Hill lane – construct Entrada entrance first, update on a drainage easement location for outfall. Currently working on FM 973 N waterline alignment	Working on the preliminary layout for FM 973 (north) Waterline. Right of Entry documents have been completed. Survey will be out onsite within the next couple of weeks.
Cottonwood Creek WWTP Permit Amendment 15402.00 - SOW No. 24	Permit Amendment to expand permit from 0.5 MGD to 0.8 MGD	Permit review payments to TCEQ, Mayor signed the permit application package the week of May 1 <sup>st</sup> , permit application package is to be submitted to TCEQ the week of May 8.	Permit Submittal
FY2022 Cap Metro Paving Project 15451 – SOW No. 25	Paving project improvements using allocated Cap Metro Funding	Contracts were awarded on 3/15/23 and working on the preliminary design. Added additional streets to the project after meeting with City Staff.	Presented 90% plans to City Staff. Working on making corrections. Invitation to go out next week.
One-Time BCT Cap Metro Funding Paving Project 15452 – SOW No.26	Paving project improvements using allocated one-time funding from Cap Metro	Contracts were awarded on 3/15/23 and working on the preliminary design.	Preliminary Design

## **Streets and Parks Monthly Report May 2023**

### **Daily Duties and Projects 5-1-2023 / 5-31-2023**

#### ***Street Maintenance***

Layed down synthetic grass on Lexington Street along the right of way.

Prepping for laying down synthetic grass on Lexington Street.

Repaired stop sign at N. San Marcos and E. Parsons St.

Crack sealed at Indian Oak Bend, Camellia Cove, some of Ring Dr., Top Sail, and Prairie Sage Cove.

Repaired potholes on Abrahamson, Old Kimbro N. Bois-D-Arc, E. Carrie Manor, E. Burton, S. San Marcos, W. Carrie Manor.

Road repair on Ring Dr. and 201 E. Parsons

Repaired stop sign at E. Carrie Manor and S. San Marcos.

Installed park amenity signs at Timmermann Park at washer pits and courts.

#### ***Parks Maintenance***

Trimmed trees at Timmermann Park.

Cut cemetery for Mother's Day and Memorial Day.

Cut and chipped tree debris in cemetery.

Placed mulch around trees at Public Works.

Power washed City Hall twice South and East side of the building.

#### ***Parks/Streets Maintenance***

Worked at the Manor Palooza event, Friday and Saturday.

Setup and take down at Manor Palooza.

Table setups and take downs at city hall as requested.

Mowed and weedeated at cemetery.

Weekly irrigation checks.

Playground and play scape monthly safety checks.

Scheduled weekly park mowing maintenance completed.

Friday afternoons Bulk Drop Off for city residence.

Scheduled weekly Park rounds at park facilities completed.

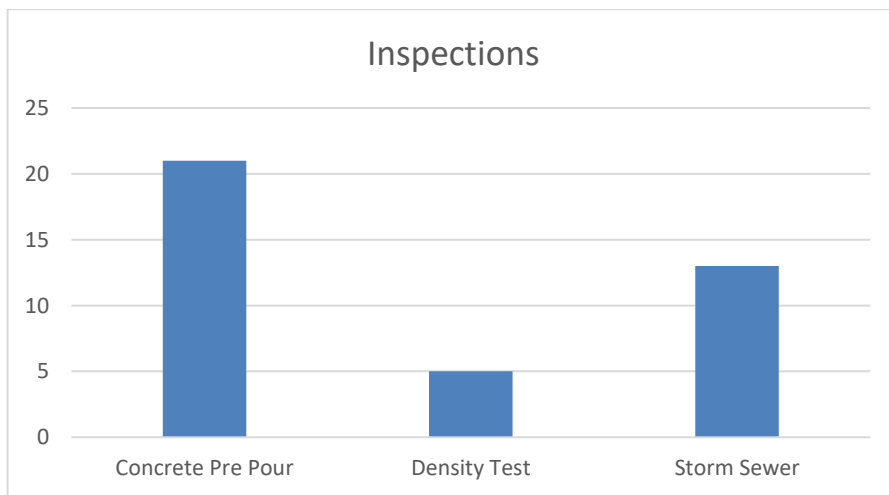
Scheduled weekly (ROW) Right of Way mowing completed.

Weekly vehicle & equipment checks and maintenance.

**MS4 Storm drain inspections monitored New/Construction under warranty**

- 836 inspections done this month.

-2 MS4 reports summited this month as required by TCEQ.



**Inspections/Warranties/New subdivision Walkthroughs and Pre-Construction meetings.**

Presidential Heights Phase 6 – Homes are being built.

Presidential Heights Phase 3- 2-year walkthrough has been done, contractor in process of repairs. October 2021 still waiting.

Presidential Heights Phase 5 – 2 -year walkthrough has been done, contractor in process of repairs. September 2022.

Presidential Heights Phase 4 – 2 years walkthrough has been done, contractor in process of repairs. November 2021 still waiting.

Stonewater North Phase 2- 2 years walkthrough has been done, contractor in process of repair. April 2021 still waiting.

Manor Heights – Phase I Sec. 2 – Homes are being built.



Manor Heights Phase 1 Sec 1 – 2-year walkthrough has been done.

Manor Heights – Phase I Sec. 2 – 2-year walkthrough has been done.

Manor Heights – Phase II Sec. 1- Homes are being built.

Manor Heights – Phase II Sec. 1B & 2B- Contractor in building process.

Manor Heights – Phase III Sec. 1- Homes are being built.

Manor Heights Phase III Sec. 2 – Homes are being built.

Manor Heights Phase 4 – Homes are being built.

LA Mexicana –Development in process.

North Forest Office Building – Building process.

Manor New Tech – Building process.

Manor Crossing (Butler Tract) Development process.

Logos Phase 3- Waiting on homes to be built.

Logos Phase 4- Homes are being built.

Logos Phase 5- Waiting to build houses.

Logos Phase 5- Walkthrough has been completed.

Lagos Phase 2- Homes are being built.

Shadowglen Phase 2 Sec 22 & 23A- Walkthrough punch list. September 2021 still waiting.

Shadowglen Phase 2 Sec 25 & 26- 1-year walkthough punch list September 2022.

Shadowglen Phase 2 Sec 27A & 27B- Walkthrough punch list September 2021 still waiting.

Shadowglen Phase 2 Sec 17- 2-year walkthrough has been done, contractor in process of repairs. November 2021 still waiting.

Shadowglen Phase 2 Sec 21A & 21B- Walkthrough punch list. January 2022 still waiting.

Palomino Subdivision – Waiting to build.

Presidential Glen Commercial WW – In building process.

***Cemetery Report***

May 5, 2023- Checked and did walk through at the cemetery.

May 8, 2023 – Checked and did walk through at the cemetery.

May 11, 2023 – Checked and did walk through at the cemetery. Visited with City Crew to schedule cemetery cleanup. Met with the Allen Family on burial of son Daniel at 5:00 pm

May 15, 2023 – Checked and did walk through at the cemetery.

May 23, 2023 – Checked and did walk through at the cemetery.

May 27, 2023 – Meeting with Benitez Family to set headstones.

May 29, 2023 – Checked and did walk through at the cemetery.

May 31, 2023 – Removed faded flowers, old wreaths, and beer bottles from headstones. Collected 5 trash bags for City crew to remove.

# WATER/ WASTEWATER MONTHLY REPORT MAY

<b>WASTEWATER</b>	<b>TASK COMPLETED</b>
SERVICE CALLS	54
MANHOLES REPAIRED	3
SEWER BACKUPS	2
NUMBER OF LINES FILMED	1
TAPS	2
LINES REPAIRED	0
LINES LOCATED	1
LINES CLEANED	5
LIFTSTATION CLEANED	7
CLEANOUTS/ SERVICE REPAIRED	35
<b>WATER</b>	<b>TASK COMPLETED</b>
SERVICE CALLS	77
WATER LEAKS SERVICE LEAKS	0
CUSTOMER LEAKS	6
HYDRANT FLUSHED	38
HYDRANT REPAIR/REPLACED	3
ISOLATION VALVE MAINTENANCE	0
ANGLE STOPS REPLACED	0
LINES LOCATED	0
MANVILLE PRESSURE	4
BROWN WATER	3
WATER PRESSURE/ FROZEN CUSTOMER PIPES	2
WATER SMELL	1
BAC T SAMPLES	20
METER BOX	0
<b>INSPECTIONS WATER/ WASTEWATER</b>	<b>TASK COMPLETED</b>
SITES INSPECTED	400
MANHOLES INSPECTED	10
WASTEWATER LINES	18/1,913 FEET
MANDRELS	18/3,111 FEET
INSPECTED WATER TAPS	1
WALK THROUGH	1



# MEMO

To: Mayor and City Council Members  
From: Tracey Vasquez, Human Resources Director  
Meeting Date: June 21, 2023  
RE: May 2023

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**Meetings and Events:**

***Manorpalooza:***

May 1, 2023- Final Logistics  
May 5-6, 2023- Main Event

***Juneteenth Meetings***

May 10, 2023  
May 30, 2023

***HR Workshop Roundtable Meeting***

May 11, 2023  
May 25, 2023

***Staff Meetings***

May 9, 2023

***City Council Meetings***

May 24, 2023- Called Special Session

**May 2023**

- May 9 met with Concentra health as one of the worker’s comp providers in the Political Subdivision Alliance for workers compensation access.
- May 10 Records Management meeting pertaining to the Public Information Action as required by policy.
- May 11 exit interview with Public Works employee.
- May 12 hosted Debbie Charbonneau’s retirement party at Good Luck Grill from 6-8 pm.





# MEMO

- May 12 attended Cadet Ozuna's graduation ceremony was attended at Kalahari Resort.
- May 15 attended the Skilled Trades Academy to participate in the education of graduating seniors through TCEQ to obtain Water and Wastewater license.
- May 17 through May 19 attended the Texas Municipal Human Resources Association annual conference regarding new Senate Bills; House Bills; I-9 requirements; updated EEO, etc.
- May 24 attended the TML Health Benefits Coordinator meeting for the re-rates projected in FY 2023-24.
- Met with Enterprise for scheduling and protocols requested by HR and the third-party city vehicle registering process.
- Assisted PD in scheduling CPR/AED training for staff and Council.
- May 30 exit interview with Heritage and Tourism Manger.
- Continuing to update and revamp new policy manual for proposal.
- Day to day operations of the Human Resources department regarding property, liability, and worker's comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.



# MEMO

To: Mayor and City Council Members

From: Phil Green, IT Director

Date: June 21, 2023

RE: **May Monthly Report**

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The following are accomplishments from the month of May

1. Begin moving off of Spectrum for internet services.
2. Deployed new WiFi Access points at City Hall, PD and Public Works to bring modernization and stability to the WiFi for city employees.
3. Procured new NAS (network attached storage) device to augment backups.
4. Started installation of Audio/Visual in Chamber room.
5. Getting feasibility study started for internet to the home similar to the city of Pharr.
6. Scheduled replacing old, worn out Uninterruptible power supplies for servers. 7/7/23



# MEMO

To: Mayor and City Council Members  
 From: Lluvia T. Almaraz, City Secretary  
 Date: June 21, 2023  
 Re: **May 2023**

## City Records Obtained and Processed:

ACTIVITY	DESCRIPTION	January	February	March	April	May
City Council Agendas	City Council meetings & workshop agendas prepared & posted in accordance with Local Government Code.	4	5	3	4	4
Council Minutes	Minutes recorded, prepared, approved, archived	4	5	3	4	3
Ordinances	Ordinances written, processed, &/or published and forward to Municode for Code Supplement	0	6	4	3	5
Resolutions	Resolutions written & processed	0	3	5	3	7
Proclamations/Recognitions	Proclamations & Recognitions, written & presented	0	2	2	1	4
Bids	Bids advertised, received, tabulated, awarded, recorded	1	0	0	0	0
Boards & Commissions appointments	Board appointments implemented & completed; appointments recorded	4	0	0	1	0
Contracts & Agreements	Contracts & Agreements approved & executed	2	1	14	10	8
Open Records Requests	Number of Open Records Requests processed (within 10 days as required)	64	32	47	38	41

### COUNCIL MEETINGS

- Council Regular Meetings – May 3<sup>rd</sup> and May 17<sup>th</sup>
- Council Special Meeting and Workshop – May 24<sup>th</sup>
- Manor Public Facility Corporation – May 31<sup>st</sup>

### TRAINING/OTHER MEETINGS

- Records Management Committee – May 9<sup>th</sup>
- Chamber Luncheon – May 11<sup>th</sup>



# MEMO

- TMCA – Capital Chapter – May 12<sup>th</sup>
- TML Region 10 – Legislative Briefing -May 17<sup>th</sup>
- METT Business Summit – May 18<sup>th</sup>
- City of Manor Day Event at the Capitol – May 19<sup>th</sup>
- TMCA –My Community with the Technology Webinar – May 22<sup>nd</sup>

## COMMUNITY EVENTS

- Manor Palozza – May 5<sup>th</sup> – 6<sup>th</sup>
- Manor Community Salutes – May 23<sup>rd</sup>

## OTHER

- Ongoing daily responsibilities include Election Administration, Records Management Administration, Public Information Processes, Open Meetings Compliance, Boards and Commission processes, City Council Committees processes, Alcohol Beverage City Permits processes, Mayor and City Council administrative support, Administrative and Official duties and Customer Service.





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the Purchase Agreements with Benny Paul Mark Gundy and Aarthi Reddy Mark Gundy for a wastewater easement with a temporary construction easement.

**BACKGROUND/SUMMARY:**

Since 2022, the City of Manor has been engaged with George Butler & Associates and their consulting team to secure the required utility easements to complete the Cottonwood Creek West Tributary Wastewater Project. This project is scheduled to be completed in the Fall of 2023. The Gundy family has a parcel tract that the city is seeking a 25’ permanent wastewater utility easement and 25’ temporary construction easement along the designated route for the future wastewater line to be installed. The registered appraiser completed their field work and comparable analysis and provided the City of Manor with monetary compensation analysis for the easements for tract 11 at \$22,758.

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

- Purchase Agreements Parcel No. 11

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the Purchase Agreements with Benny Paul Mark Gundy and Aarthi Reddy Mark Gundy for a wastewater easement with a temporary construction easement in an amount not to exceed \$22,758.

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

**CITY OF MANOR PURCHASE AGREEMENT**  
Cottonwood Creek West Tributary Wastewater Project; Parcel 11

**THE STATE OF TEXAS**  
**COUNTY OF TRAVIS**

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Benny Paul Mark Gundy** and **Aarthi Reddy Mark Gundy** (hereinafter collectively referred to as "Owner," whether one or more), for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual promises contained herein, agree to grant, sell, and convey certain real property to the **City of Manor, Texas, a Texas home-rule municipality, situated in Travis County, Texas**, (hereinafter the "City"), or its assigns, and the City agrees to purchase, the following described certain real property for the consideration and subject to the terms herein stated, as follows:

*Wastewater Easement Parcel:* All that certain tract, piece or parcel of land consisting of 0.2556 acres (11,133 square feet), more or less, being situated in Travis County, Texas, and as more particularly described in Exhibit "A," attached hereto and made part hereof for all purposes.

*Temporary Construction Easement Parcel:* All that certain tract, piece or parcel of land consisting of 0.2794 acres (12,170 square feet), more or less, being situated in Travis County, Texas, and as more particularly depicted and labeled "25' Temporary Construction Easement" on sketch in Exhibit "A," attached hereto and made part hereof for all purposes.

**Total Price.** TWENTY-TWO THOUSAND SEVEN HUNDRED FIFTY-EIGHT AND NO/100'S DOLLARS (**\$22,758.00**) total shall be paid by the City for a permanent and temporary easement to the Wastewater Easement Parcel and Temporary Construction Easement Parcel and for which no lien or encumbrances, expressed or implied, including current taxes, will be retained. The TOTAL PRICE shall be inclusive of all land and any improvements situated thereon.

**Closing.** Owner and the City will finalize this purchase by Closing on or before sixty (60) days after full execution of this Agreement (but not before all Other Interests have been satisfied by Owner as described below), which date is hereinafter referred to as the Closing or Closing date. The Closing shall occur at Longhorn Title Company, Inc., 3613 Williams Drive, Suite 204, Georgetown, Texas 78628.

**Title, Final Possession.** Owner agrees at Closing to convey to the City a wastewater easement and temporary construction easement to the tract described above for the consideration described. Owner agrees to surrender final possession of the above-described tract to the City at the time of closing.

**Other Interests.** Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lienholders execute and deliver a subordination or lender consent to easement covering the property hereinabove described

on or before Closing. Also, it is a condition precedent to Owner's obligations under this contract that the interests of any parties in possession, easement holders, or any other interest holders be satisfied by Owner such that said interests are released from the property hereinabove described on or before Closing.

**Wastewater Easement and Temporary Construction Easement.** Owner shall deliver to the City at Closing a duly executed and acknowledged Wastewater Easement and Temporary Construction Easement in substantially the form and substance as set out in Exhibit "B" attached hereto and incorporated herein. The City agrees to prepare the Wastewater Easement and Temporary Construction Easement in substantially the form set out in Exhibit "B" at no expense to Owner and to pay the costs of title insurance and any applicable Closing costs.

**Payment.** The City agrees to pay to Owner, upon delivery of the properly executed instruments of conveyance described herein, the above-described Total Price.

**Entire Agreement.** The Purchase Contract supersedes any and all other agreements either oral or written between Owner and the City with respect to the tract described above and any improvements located thereon.

**Imminence of Condemnation.** Owner and the City agree that the tract described above is being conveyed to the City under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.


**Right of Re-Purchase if Public Use is Cancelled.** Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises Owner, and Owner hereby acknowledges, of the following: should the City acquire Owner's property through eminent domain, (1) Owner or Owner's heirs, successors, or assigns may be entitled to: (A) repurchase the property pursuant to Tex. Prop. Code Secs. 21.101 – 21.103; or (B) request from the City certain information relating to the use of the property and any actual progress made toward that use; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

**Compliance.** Owner agrees to comply with all terms of this Purchase Contract and agrees that the permanent and temporary easement rights to the above-described tract shall vest in the City and be effective from and after Closing.


**Formal Approval.** Owner and the City agree that this contract is subject to approval by the City Council of the City of Manor.

**Effective Date.** This Purchase Contract shall be effective upon the last date indicated below.

**OWNER:**

  
\_\_\_\_\_  
Benny Paul Mark Gundy

6/5/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Aarthi Reddy Mark Gundy

6/5/2023  
\_\_\_\_\_  
Date

**BUYER:**

**CITY OF MANOR, TEXAS**  
**A Texas home-rule municipality**

By: \_\_\_\_\_  
Dr. Christopher Harvey, Mayor  
City of Manor, Texas

\_\_\_\_\_  
Date

Parcel No. 11  
Project: Cottonwood Creek West Tributary Wastewater Project  
TCAD Tax ID: 784659





10090 W Highway 29 | Liberty Hill, Texas 78642  
 TBPELS Firm No. 10001800 | 512-238-7901 office

## EXHIBIT "A"

### METES AND BOUNDS DESCRIPTION

BEING 0.2556 OF ONE ACRE OF LAND (11,133 SQ. FT.), SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 19.000 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO BENNY PAUL MARK GUNDY, RECORDED IN DOCUMENT NO. 2009017772, 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 iron rebar with illegible cap found in the existing Westerly right-of-way line of F.M. 973 (R.O.W. Varies) for the Easterly common corner of said 19.000 acre tract and a called 12.334 acre tract of land described in a Warranty Deed to Michael Edward Swier and Crista Marie Swier, Trustees of the Layla Trust, recorded in Document No. 2020009667 of said O.P.R.T.C.T.;

THENCE **North 62°06'06" West** with the Northerly line of said 12.334 acre tract and the common Southerly line of said 19.000 acre tract, a distance of **25.40** feet to a Calculated Point, from which a 1/2-inch iron rebar found for a common corner of said 12.334 acre tract and of said 19.000 acre tract, bears North 62°06'06" West a distance of 26.17 feet;


THENCE over and across said 19.000 acre tract, the following two (2) courses and distances:

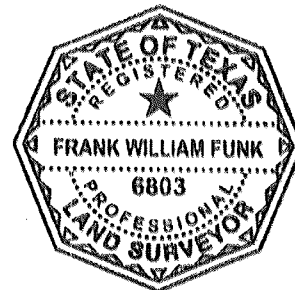
1. Along a curve to the **Left** having a radius of **2,739.79** feet, an arc length of **441.00** feet, a delta angle of **09°13'21"**, and a chord which bears **North 13°08'10" East** a distance of **440.52** feet to a Calculated Point; and
2. **South 81°28'33" East** a distance of **25.00** feet to a Calculated Point in the existing Westerly right-of-way line of said F.M. 973 and the common Easterly line of said 19.000 acre tract, from which a 1/2-inch iron rebar with cap stamped "RPLS 4249" found in the existing Westerly right-of-way line of said F.M. 973 for the Easterly common corner of said 19.000 acre tract and of a called 14.044 acre tract of land described in a Warranty Deed to Don Bayer and Jimmy Bayer, recorded in Document No. 2009122122 of said O.P.R.T.C.T., bears along a curve to the Left having a radius of 2,764.79 feet, an arc length of 211.09 feet, a delta angle of 04°22'28", and a chord which bears North 06°20'13" East a distance of 211.04 feet;

THENCE with the existing Westerly right-of-way line of said F.M. 973 and the common Easterly line of said 19.000 acre tract, along a curve to the **Right** having a radius of **2,764.79** feet, an arc length of **449.50** feet, a delta angle of **09°18'55"**, and a chord which bears **South 13°10'54" West** a distance of **449.01** feet to the **POINT OF BEGINNING** and containing 0.2556 of one acre of land (11,133 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.

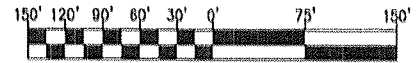
This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of November, 2022.

 11/18/2022  
Frank W. Funk  
Registered Professional Land Surveyor  
State of Texas No. 6803

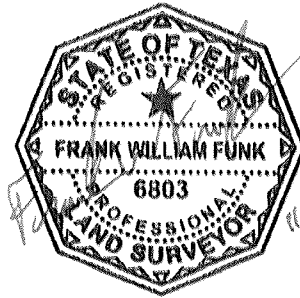


Job Number: 22-021  
Attachments: K:\JAY MANOR CIP\CAD\DWGS\CC OS WL ESMTS\CC OS WWL ESMT 11.DWG

DON BAYER AND JIMMY BAYER  
14.044 ACRES  
DOC. NO. 2009122122  
O.P.R.T.C.T.



GRAPHIC SCALE



BENNY PAUL MARK GUNDY  
19.000 ACRES  
DOC. NO. 2009017772  
O.P.R.T.C.T.

F.M. 973  
(R.O.W. VARIES)

WASTEWATER LINE  
EASEMENT  
0.2556 OF ONE ACRE  
(11,133 SQ. FT.)

MICHAEL EDWARD SWIER  
AND CRISTA MARIE SWIER,  
TRUSTEES OF THE LAYLA TRUST  
12.334 ACRES  
DOC. NO. 2020009667  
O.P.R.T.C.T.

P.O.B.

SUMNER BACON SURVEY NO. 62,  
ABSTRACT NO. 63

KB HOME LONE STAR INC.  
93.983 ACRES  
DOC. NO. 2021241104  
O.P.R.T.C.T.

JOB NUMBER: 22-021		DATE: 11/17/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 11			
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" = 150'	



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901

MATCH LINE SHEET 5  
SHEET 4

SUMNER BACON SURVEY NO. 62,  
ABSTRACT NO. 63

25' TEMPORARY  
CONSTRUCTION EASEMENT  
0.2794 OF ONE ACRE  
(12,170 SQ. FT.)

BENNY PAUL MARK GUNDY  
19.000 ACRES  
DOC. NO. 2009017772  
O.P.R.T.C.T.

SEE DETAIL  
SHEET 6

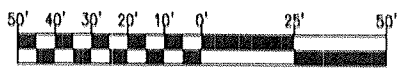
F.M. 973  
(R.O.W. VARIES)

WASTEWATER LINE  
EASEMENT  
0.2556 OF ONE ACRE  
(11,133 SQ. FT.)

P.O.B.

MICHAEL EDWARD SWIER  
AND CRISTA MARIE SWIER,  
TRUSTEES OF THE LAYLA TRUST  
12.334 ACRES  
DOC. NO. 2020009667  
O.P.R.T.C.T.

\*SEE SHEET 6 FOR LINE AND CURVE TABLES



GRAPHIC SCALE

LEGEND

- 1/2-INCH REBAR FOUND (OR AS NOTED)
  - ⊙ 1/2-INCH REBAR WITH ILLEGIBLE CAP 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

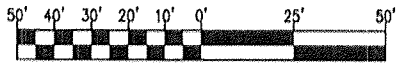
KB HOME LONE STAR INC.  
93.983 ACRES  
DOC. NO. 2021241104  
O.P.R.T.C.T.

JOB NUMBER: 22-021		DATE: 11/17/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 11			
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" = 50'	



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901





GRAPHIC SCALE



DON BAYER AND JIMMY BAYER  
14.044 ACRES  
DOC. NO. 2009122122  
O.P.R.T.C.T.

"RPLS 4249"

BENNY PAUL MARK GUNDY  
19.000 ACRES  
DOC. NO. 2009017772  
O.P.R.T.C.T.

SUMNER BACON SURVEY NO. 62,  
ABSTRACT NO. 63

8

F.M. 973  
(R.O.W. VARIES)

25' TEMPORARY  
CONSTRUCTION EASEMENT  
0.2794 OF ONE ACRE  
(12,170 SQ. FT.)

WASTEWATER LINE  
EASEMENT  
0.2556 OF ONE ACRE  
(11,133 SQ. FT.)

\*SEE SHEET 4 FOR LEGEND  
\*SEE SHEET 6 FOR LINE  
AND CURVE TABLES

MATCH LINE SHEET 5  
SHEET 4

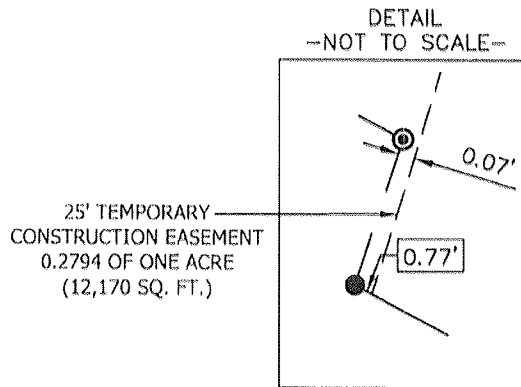
JOB NUMBER: 22-021		DATE: 11/17/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 11			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 05 of 06	FIELDBOOKS 13/419	SCALE: 1" = 50'	

**LSI** LANDESIGN   
SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	2739.79'	441.00'	9°13'21"	N13°08'10"E	440.52'
C2	2764.79'	211.09'	4°22'28"	N06°20'13"E	211.04'
C3	2764.79'	449.50'	9°18'55"	S13°10'54"W	449.01'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N62°06'06"W	25.40'
L2	N62°06'06"W	26.17'
L3	S81°28'33"E	25.00'



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: 11/17/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 11			
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" = 50'	



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
 TBPELS FIRM NO. 10001800  
 512-238-7901

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

**EXHIBIT "B"**

**WASTEWATER EASEMENT  
AND TEMPORARY WORKSPACE EASEMENT**

**THE STATE OF TEXAS**                   §  
  §  
**COUNTY OF TRAVIS**                 §

That, **Benny Paul Mark Gundy** and **Aarthi Reddy Mark Gundy** ("**Grantor**"), whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis County, Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto **Grantee**, a permanent easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto (the "**Project**"), upon, across, under, and through all or any portion of the following described property:

A tract of land consisting of 0.2556 acres, more or less, being more particularly described by metes and bounds and sketch in the attached Exhibit "A," hereby incorporated by reference and made a part hereof for all purposes, with said 0.2556 acre parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Workspace Easement** over that certain 25' wide strip of land abutting the Permanent Easement to the west and north being approximately 0.2794 acres in size, more or less, and being depicted graphically on Exhibit "A" as "25' TEMPORARY CONSTRUCTION EASEMENT," for any and all purposes incident to effectuating the **Project**, including but not limited to construction staging, equipment storage, temporary spoil storage, and access. The duration of said **Temporary Workspace Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of excavation for the **Project** within the **Permanent Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** or the expiration of twelve (12) months from **Grantee's** commencement of work, whichever date first occurs. **Grantee** shall have the right to utilize all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the Easements shall belong to the **Grantee** and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, a wastewater pipeline and appurtenances thereto.

**Grantee** shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **Permanent Easement** and **Temporary Workspace Easement**. **Grantee** shall promptly repair any damage to any of **Grantor's** existing roads or surface caused by **Grantee** so as to maintain the roads or surface in as good as or better condition as existed prior to use by **Grantee**.

**Grantor** may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement, including but not limited to parking, access drives, landscaping, and lighting. **Grantor** may not erect permanent building structures within the **Permanent Easement**, however, and **Grantor** may not use any part of the Easements if such use may otherwise damage, destroy, injure, and/or interfere with **Grantee's** use of the Easements for the purposes for which the Easements are being sought by **Grantee**, in **Grantee's** sole determination.

**Grantor** shall retain all the oil, gas, and other minerals in, on and under the **Permanent Easement** and **Temporary Workspace Easement**.

**Grantee** shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the **Project**. **Grantee** shall replace all such fencing or gates with gates or fencing of the same or better quality, type, and dimension as existed prior to **Grantee's** work.

**Grantee** agrees that upon completion of construction of the Project, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction. **Grantee** shall be obligated to restore the surface of the **Permanent Easement** and the **Temporary Workspace Easement** area at **Grantee's** sole cost and expense as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the surface was immediately before initial construction, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the **Permanent Easement** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **Grantee's** initial use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees or vegetation other than groundcover.

This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.



TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **Grantee**, and **Grantee's** heirs, executors, administrators, successors and assigns forever; and **Grantor** does hereby bind **Grantor**, their heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto **Grantee** and **Grantee's** heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said public wastewater utility lines, and for making connections therewith.

**GRANTOR:**

\_\_\_\_\_  
Benny Paul Mark Gundy

\_\_\_\_\_  
Date

\_\_\_\_\_  
Aarthi Reddy Mark Gundy

\_\_\_\_\_  
Date

**ACCEPTED:**

**GRANTEE: City of Manor, Texas:**

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

\*\*\*\*\* NOTARY ACKNOWLEDGEMENTS \*\*\*\*\*

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

The foregoing instrument was executed before me by Benny Paul Mark Gundy on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public-State of Texas

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

The foregoing instrument was executed before me by Aarthi Reddy Mark Gundy on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public-State of Texas

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2023, personally appeared Dr. Christopher Harvey, Mayor of City of Manor, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

\_\_\_\_\_  
Notary Public-State of Texas

**Project Name:** Cottonwood Creek West Tributary Wastewater Project  
**Parcel No.** 11  
**TCAD PID No.:** 784659

**AFTER RECORDING RETURN TO:**

City of Manor  
105 E. Eggleston  
Manor, Texas 78653



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the Purchase Agreement with Michael Edward Swier and Crista Marie Swier, Trustees of the Layla Trust for a wastewater easement with a temporary construction easement.

**BACKGROUND/SUMMARY:**

The City of Manor engaged George Butler & Associates to secure the required utility easements to complete the Cottonwood Creek West Tributary Wastewater Project dating back to 2022. This project is scheduled to be completed in the Fall of 2023. The Layla Trust trustees parcel tract that the city is seeking a 25’ permanent wastewater utility easement and 25’ temporary construction easement along the designated route for the future wastewater line to be installed. During the May 3<sup>rd</sup> Council Meeting, action was taken to proceed with eminent domain procedures. Since action was authorized to proceed with eminent domain, the family and Right of Way agent reached an agreement that all parties felt was fair. The registered appraiser completed their field work and comparable analysis and provided the City of Manor with monetary compensation analysis for the easement for tract 12 at \$11,950.

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

- Purchase Agreement Parcel No. 12

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the Purchase Agreement with Michael Edward Swier and Crista Marie Swier, Trustees of the Layla Trust for a wastewater easement with a temporary construction easement in an amount not to exceed \$11,950.

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



**CITY OF MANOR PURCHASE AGREEMENT**  
**Cottonwood Creek West Tributary Wastewater Project; Parcel 12**

**THE STATE OF TEXAS**  
**COUNTY OF TRAVIS**

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Michael Edward Swier and Crista Marie Swier, Trustees of the Layla Trust dated January 17, 2020**, (hereinafter collectively referred to as "Owner"), for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual promises contained herein, agree to grant, sell, and convey certain real property to the **City of Manor, Texas, a Texas home-rule municipality, situated in Travis County, Texas**, (hereinafter the "City"), or its assigns, and the City agrees to purchase, the following described certain real property for the consideration and subject to the terms herein stated, as follows:

*Wastewater Easement Parcel:* All that certain tract, piece or parcel of land consisting of 0.1010 acres (4,399 square feet), more or less, being situated in Travis County, Texas, and as more particularly described in Exhibit "A," attached hereto and made part hereof for all purposes.

*Temporary Construction Easement Parcel:* All that certain tract, piece or parcel of land consisting of 0.1010 acres (4,401 square feet), more or less, being situated in Travis County, Texas, and as more particularly depicted and labeled "25' Temporary Construction Easement" on sketch in Exhibit "A," attached hereto and made part hereof for all purposes.

**Total Price.** ELEVEN THOUSAND NINE HUNDRED FIFTY AND NO/100'S DOLLARS (**\$11,950.00**) total shall be paid by the City for a permanent and temporary easement to the Wastewater Easement Parcel and Temporary Construction Easement Parcel and for which no lien or encumbrances, expressed or implied, including current taxes, will be retained. The TOTAL PRICE shall be inclusive of all land and any improvements situated thereon.

**Closing.** Owner and the City will finalize this purchase by Closing on or before sixty (60) days after full execution of this Agreement (but not before all Other Interests have been satisfied by Owner as described below), which date is hereinafter referred to as the Closing or Closing date. The Closing shall occur at Longhorn Title Company, Inc., 3613 Williams Drive, Suite 204, Georgetown, Texas 78628.

**Title, Final Possession.** Owner agrees at Closing to convey to the City a wastewater easement and temporary construction easement to the tract described above for the consideration described. Owner agrees to surrender final possession of the above-described tract to the City at the time of closing.

**Other Interests.** Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lienholders execute and deliver a subordination or lender consent to easement covering the property hereinabove described

on or before Closing. Also, it is a condition precedent to Owner's obligations under this contract that the interests of any parties in possession, easement holders, or any other interest holders be satisfied by Owner such that said interests are released from the property hereinabove described on or before Closing.

**Wastewater Easement and Temporary Construction Easement.** Owner shall deliver to the City at Closing a duly executed and acknowledged Wastewater Easement and Temporary Construction Easement in substantially the form and substance as set out in Exhibit "B" attached hereto and incorporated herein. The City agrees to prepare the Wastewater Easement and Temporary Construction Easement in substantially the form set out in Exhibit "B" at no expense to Owner and to pay the costs of title insurance and any applicable Closing costs.

**Payment.** The City agrees to pay to Owner, upon delivery of the properly executed instruments of conveyance described herein, the above-described Total Price.

**Entire Agreement.** The Purchase Contract supersedes any and all other agreements either oral or written between Owner and the City with respect to the tract described above and any improvements located thereon.

**Imminence of Condemnation.** Owner and the City agree that the tract described above is being conveyed to the City under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

**Right of Re-Purchase if Public Use is Cancelled.** Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises Owner, and Owner hereby acknowledges, of the following: should the City acquire Owner's property through eminent domain, (1) Owner or Owner's heirs, successors, or assigns may be entitled to: (A) repurchase the property pursuant to Tex. Prop. Code Secs. 21.101 – 21.103; or (B) request from the City certain information relating to the use of the property and any actual progress made toward that use; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

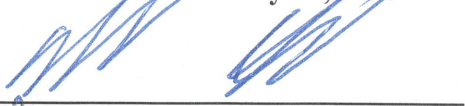
**Compliance.** Owner agrees to comply with all terms of this Purchase Contract and agrees that the permanent and temporary easement rights to the above-described tract shall vest in the City and be effective from and after Closing.

**Formal Approval.** Owner and the City agree that this contract is subject to approval by the City Council of the City of Manor.

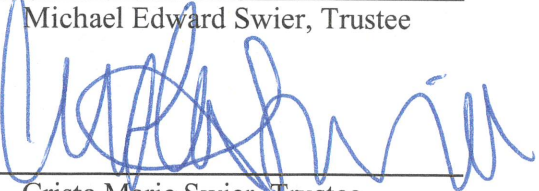
**Effective Date.** This Purchase Contract shall be effective upon the last date indicated below.

**OWNER:**

Layla Trust dated January 17, 2020

By:   
Michael Edward Swier, Trustee

6-9-23  
Date

By:   
Crista Marie Swier, Trustee

6-9-23  
Date

**BUYER:**

**CITY OF MANOR, TEXAS**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Dr. Christopher Harvey, Mayor  
City of Manor, Texas

\_\_\_\_\_  
Date

Parcel No. 12  
Project: Cottonwood Creek West Tributary Wastewater Project  
TCAD Tax ID: 896833



10090 W Highway 29 | Liberty Hill, Texas 78642  
 TBPELS Firm No. 10001800 | 512-238-7901 office

## EXHIBIT "A"

### METES AND BOUNDS DESCRIPTION

BEING 0.1010 OF ONE ACRE OF LAND (4,399 SQ. FT.), SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 12.334 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO MICHAEL EDWARD SWIER AND CRISTA MARIE SWIER, TRUSTEES OF THE LAYLA TRUST, RECORDED IN DOCUMENT NO. 2020009667, 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 iron rebar found in the existing Westerly right-of-way line of F.M. 973 (R.O.W. Varies) for the Easterly common corner of said 12.334 acre tract and a called 93.983 acre tract of land described in a Special Warranty Deed to KB Home Lone Star Inc., recorded in Document No. 2021241104 of said O.P.R.T.C.T.;

THENCE **North 62°13'17" West** with the Northerly line of said 93.983 acre tract and the common Southerly line of said 12.334 acre tract, a distance of **25.16** feet to a Calculated Point;

THENCE over and across said 12.334 acre tract, along a curve to the **Left** having a radius of **2,739.79** feet, an arc length of **176.02** feet, a delta angle of **03°40'51"**, and a chord which bears **North 19°27'55" East** a distance of **175.99** feet to a Calculated Point in the Northerly line of said 12.334 acre tract and the Southerly line of a called 19.000 acre tract of land described in a General Warranty Deed with Vendor's Lien to Benny Paul Mark Gundy, recorded in Document No. 2009017772 of said O.P.R.T.C.T., from which a 1/2-inch iron rebar found for a common corner of said 12.334 acre tract and of said 19.000 acre tract, bears **North 62°06'06" West** a distance of **26.17** feet;

THENCE **South 62°06'06" East** with the Northerly line of said 12.334 acre tract and the common Southerly line of said 19.000 acre tract, a distance of **25.40** feet to a 1/2-inch iron rebar with illegible cap found in the existing Westerly right-of-way line of said F.M. 973 for the Easterly common corner of said 12.334 acre tract and of said 19.000 acre tract;



THENCE with the existing Westerly right-of-way line of said F.M. 973 and the common Easterly line of said 12.334 acre tract, along a curve to the **Right** having a radius of **2,764.79** feet, an arc length of **175.93** feet, a delta angle of **03°38'45"**, and a chord which bears **South 19°32'25" West** a distance of **175.90** feet to the **POINT OF BEGINNING** and containing 0.1010 of one acre of land (4,399 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.

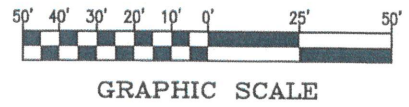
 11/18/2022  
Frank W. Funk  
Registered Professional Land Surveyor  
State of Texas No. 6803



Job Number: 22-021  
Attachments: K:\JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS\CC OS WL ESMT 12.DWG

**LEGEND**

- 1/2-INCH REBAR FOUND (OR AS NOTED)
- ⊙ 1/2-INCH REBAR WITH ILLEGIBLE CAP FOUND
- △ 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



MICHAEL EDWARD SWIER  
AND CRISTA MARIE SWIER,  
TRUSTEES OF THE LAYLA TRUST  
12.334 ACRES  
DOC. NO. 202009667  
O.P.R.T.C.T.

BENNY PAUL MARK GRUNDY  
19.000 ACRES  
DOC. NO. 2009017772  
O.P.R.T.C.T.

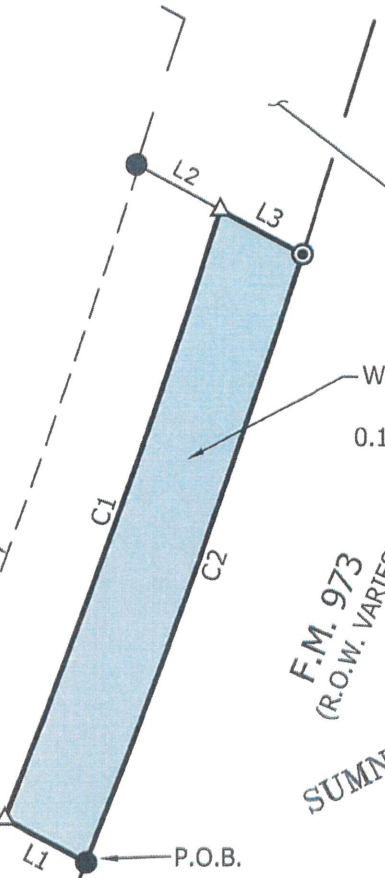
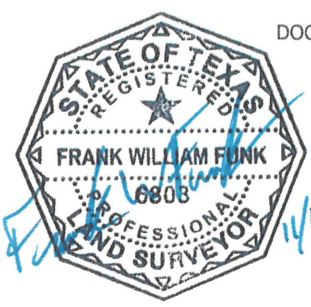
WASTEWATER LINE  
EASEMENT  
0.1010 OF ONE ACRE  
(4,399 SQ. FT.)

25' TEMPORARY  
CONSTRUCTION EASEMENT  
0.1010 OF ONE ACRE  
(4,401 SQ. FT.)

F.M. 973  
(R.O.W. VARIES)

SUMNER BACON SURVEY NO. 62,  
ABSTRACT NO. 63

KB HOME LONE STAR INC.  
93.983 ACRES  
DOC. NO. 2021241104  
O.P.R.T.C.T.



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N62°13'17"W	25.16'
L2	N62°06'06"W	26.17'
L3	S62°06'06"E	25.40'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	2739.79'	176.02'	3°40'51"	N19°27'55"E	175.99'
C2	2764.79'	175.93'	3°38'45"	S19°32'25"W	175.90'

**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: 11/17/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 12			
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 03	FIELDBOOKS 13/419	SCALE: 1" = 50'	



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901

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

**EXHIBIT "B"**  
**WASTEWATER EASEMENT  
AND TEMPORARY WORKSPACE EASEMENT**

**THE STATE OF TEXAS**                    §  
   §  
**COUNTY OF TRAVIS**                    §

That, **Michael Edward Swier and Crista Marie Swier, Trustees of the Layla Trust dated January 17, 2020 ("Grantor")**, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis County, Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto **Grantee**, a permanent easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto (the "**Project**"), upon, across, under, and through all or any portion of the following described property:

A tract of land consisting of 0.1010 acres, more or less, being more particularly described by metes and bounds and sketch in the attached Exhibit "A," hereby incorporated by reference and made a part hereof for all purposes, with said 0.1010 acre parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Workspace Easement** over that certain 25' wide strip of land abutting the Permanent Easement to the west being approximately 0.1010 acres in size, more or less, and being depicted graphically on Exhibit "A" as "25' TEMPORARY CONSTRUCTION EASEMENT," for any and all purposes incident to effectuating the **Project**, including but not limited to construction staging, equipment storage, temporary spoil storage, and access. The duration of said **Temporary Workspace Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of excavation for the **Project** within the **Permanent Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** or the expiration of twelve (12) months from **Grantee's** commencement of work, whichever date first occurs. **Grantee** shall have the right to utilize all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the Easements shall belong to the **Grantee** and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, a wastewater pipeline and appurtenances thereto.

**Grantee** shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **Permanent Easement** and **Temporary Workspace Easement**. **Grantee** shall promptly repair any damage to any of **Grantor's** existing roads or surface caused by **Grantee** so as to maintain the roads or surface in as good as or better condition as existed prior to use by **Grantee**.

**Grantor** may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement, including but not limited to parking, access drives, landscaping, and lighting. **Grantor** may not erect permanent building structures within the **Permanent Easement**, however, and **Grantor** may not use any part of the Easements if such use may otherwise damage, destroy, injure, and/or interfere with **Grantee's** use of the Easements for the purposes for which the Easements are being sought by **Grantee**, in **Grantee's** sole determination.

**Grantor** shall retain all the oil, gas, and other minerals in, on and under the **Permanent Easement** and **Temporary Workspace Easement**.

**Grantee** shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the **Project**. **Grantee** shall replace all such fencing or gates with gates or fencing of the same or better quality, type, and dimension as existed prior to **Grantee's** work.

**Grantee** agrees that upon completion of construction of the Project, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction. **Grantee** shall be obligated to restore the surface of the **Permanent Easement** and the **Temporary Workspace Easement** area at **Grantee's** sole cost and expense as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the surface was immediately before initial construction, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the **Permanent Easement** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **Grantee's** initial use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees or vegetation other than groundcover.

This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.



TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **Grantee**, and **Grantee's** heirs, executors, administrators, successors and assigns forever; and **Grantor** does hereby bind **Grantor**, their heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto **Grantee** and **Grantee's** heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said public wastewater utility lines, and for making connections therewith.

**GRANTOR:**

Layla Trust dated January 17, 2020

By: \_\_\_\_\_  
Michael Edward Swier, Trustee

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Crista Marie Swier, Trustee

\_\_\_\_\_  
Date

**ACCEPTED:**

**GRANTEE: City of Manor, Texas:**

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

\*\*\*\*\* NOTARY ACKNOWLEDGEMENTS \*\*\*\*\*

THE STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS                   §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2023, personally appeared Michael Edward Swier, Trustee of the Layla Trust dated January 17, 2020, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

\_\_\_\_\_  
Notary Public-State of Texas

THE STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS                   §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2023, personally appeared Crista Marie Swier, Trustee of the Layla Trust dated January 17, 2020, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

\_\_\_\_\_  
Notary Public-State of Texas

**THE STATE OF TEXAS**

§  
§  
§

**COUNTY OF TRAVIS**

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2023, personally appeared Dr. Christopher Harvey, Mayor of City of Manor, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

\_\_\_\_\_  
Notary Public-State of Texas

**Project Name:** Cottonwood Creek West Tributary Wastewater Project  
**Parcel No.** 12  
**TCAD PID No.:** 896833

**AFTER RECORDING RETURN TO:**  
City of Manor  
105 E. Eggleston  
Manor, Texas 78653



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the Purchase Agreement with Manor Elite Residences, LLC for a wastewater easement with a temporary construction easement.

**BACKGROUND/SUMMARY:**

Since 2022, the City of Manor has been engaged with George Butler & Associates and their consulting team to secure the required utility easements to complete the Manor Commercial Park Wastewater Line Expansion Project. The city received \$3.3 million from the COVID State and Local Fiscal Recovery Fund allocation. This project is scheduled to be completed in the Fall of 2024. The Manor Elite Residences LLC have a parcel tract that the city is seeking a 20' permanent wastewater utility easement and 25' temporary construction easement along the designated route for the future wastewater line to be installed. The registered appraiser completed their field work and comparable analysis and provided the City of Manor with monetary compensation analysis for the easements for tract 2 at \$56,702.

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

- Purchase Agreement Parcel No. 2

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve the Purchase Agreement with Manor Elite Residences, LLC for a wastewater easement with a temporary construction easement in an amount not to exceed \$56,702.

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



## CITY OF MANOR PURCHASE AGREEMENT

Manor Commercial Park Wastewater Collection System and Carriage Hill Liftstation No. 5 Improvement; Parcel 2

**THE STATE OF TEXAS  
COUNTY OF TRAVIS**

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Manor Elite Residences, LLC, a Texas limited liability company** (hereinafter collectively referred to as "Owner"), for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual promises contained herein, agree to grant, sell, and convey certain real property to the **City of Manor, Texas, a Texas home-rule municipality, situated in Travis County, Texas**, (hereinafter the "City"), or its assigns, and the City agrees to purchase, the following described certain real property for the consideration and subject to the terms herein stated, as follows:

*Wastewater Easement Parcel:* All that certain tract, piece or parcel of land consisting of 0.3843 acres (16,739 square feet), more or less, being situated in Travis County, Texas, and as more particularly described in Exhibit "A," attached hereto and made part hereof for all purposes.

*Temporary Construction Easement Parcel:* All that certain tract, piece or parcel of land consisting of 0.9129 acres (39,768 square feet), more or less, being situated in Travis County, Texas, and as more particularly depicted and labeled "25' Temporary Construction Easement" on sketch in Exhibit "A," attached hereto and made part hereof for all purposes.

**Total Price.** FIFTY-SIX THOUSAND SEVEN HUNDRED TWO AND NO/100'S DOLLARS (**\$56,702.00**) total shall be paid by the City for a permanent and temporary easement to the Wastewater Easement Parcel and Temporary Construction Easement Parcel and for which no lien or encumbrances, expressed or implied, including current taxes, will be retained. The TOTAL PRICE shall be inclusive of all land and any improvements situated thereon.

**Closing.** Owner and the City will finalize this purchase by Closing on or before sixty (60) days after full execution of this Agreement (but not before all Other Interests have been satisfied by Owner as described below), which date is hereinafter referred to as the Closing or Closing date. The Closing shall occur at Longhorn Title Company, Inc., 3613 Williams Drive, Suite 204, Georgetown, Texas 78628.

**Title, Final Possession.** Owner agrees at Closing to convey to the City a wastewater easement and temporary construction easement to the tract described above for the consideration described. Owner agrees to surrender final possession of the above-described tract to the City at the time of closing.

**Other Interests.** Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lienholders execute and deliver a subordination or lender consent to easement covering the property hereinabove described on or before Closing. Also, it is a condition precedent to Owner's obligations under this contract

that the interests of any parties in possession, easement holders, or any other interest holders be satisfied by Owner such that said interests are released from the property hereinabove described on or before Closing.

**Wastewater Easement and Temporary Construction Easement.** Owner shall deliver to the City at Closing a duly executed and acknowledged Wastewater Easement and Temporary Construction Easement in substantially the form and substance as set out in Exhibit "B" attached hereto and incorporated herein. The City agrees to prepare the Wastewater Easement and Temporary Construction Easement in substantially the form set out in Exhibit "B" at no expense to Owner and to pay the costs of title insurance and any applicable Closing costs.

**Payment.** The City agrees to pay to Owner, upon delivery of the properly executed instruments of conveyance described herein, the above-described Total Price.

**Entire Agreement.** The Purchase Contract supersedes any and all other agreements either oral or written between Owner and the City with respect to the tract described above and any improvements located thereon.

**Imminence of Condemnation.** Owner and the City agree that the tract described above is being conveyed to the City under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

**Right of Re-Purchase if Public Use is Cancelled.** Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises Owner, and Owner hereby acknowledges, of the following: should the City acquire Owner's property through eminent domain, (1) Owner or Owner's heirs, successors, or assigns may be entitled to: (A) repurchase the property pursuant to Tex. Prop. Code Secs. 21.101 – 21.103; or (B) request from the City certain information relating to the use of the property and any actual progress made toward that use; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

**Compliance.** Owner agrees to comply with all terms of this Purchase Contract and agrees that the permanent and temporary easement rights to the above-described tract shall vest in the City and be effective from and after Closing.

**Formal Approval.** Owner and the City agree that this contract is subject to approval by the City Council of the City of Manor.

**Effective Date.** This Purchase Contract shall be effective upon the last date indicated below.

**OWNER:**

**Manor Elite Residences, LLC**  
**a Texas limited liability company**

  
\_\_\_\_\_  
David Pikoff, Manager

6/13/23  
Date

**BUYER:**

**CITY OF MANOR, TEXAS**  
**A Texas home-rule municipality**

By: \_\_\_\_\_  
Dr. Christopher Harvey, Mayor  
City of Manor, Texas

\_\_\_\_\_  
Date

**Parcel No. 2**  
**Project: Manor Commercial Park Project**  
**TCAD Tax ID: 236900**



10090 W Highway 29 | Liberty Hill, Texas 78642

TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 0.3843 OF ONE ACRE OF LAND (16,739 SQ. FT.), SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 AND THE TIMOTHY MCKANE SURVEY NO. 47, ABSTRACT NO. 525, BOTH IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF LOT 1, 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 WITH VENDOR'S LIEN TO MANOR ELITE RESIDENCES, LLC, RECORDED IN DOCUMENT NO. 2022119307, 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 Calculated Point in the existing Southerly right-of-way line of Racin Patty Street (80' R.O.W. – Vol. 87, Pg. 167B, P.R.T.C.T.) for the Northerly common corner of said Lot 1 and of Lot 2, said MANOR VILLA ESTATES, from which a 1/2-inch iron rebar found in the Southerly line of the remainder of a called 147.37 acre tract of land described as Tract One in a General Warranty Deed to Zalaram LLC, recorded in Document No. 2015078185 of said O.P.R.T.C.T., for the Northerly common corner of said Lot 2 and of Lot 3, said MANOR VILLA ESTATES, bears South 62°38'44" East a distance of 404.89 feet;

THENCE with the Easterly line of said Lot 1 and the common Westerly lines of said Lot 2 and then of Lot 7, said MANOR VILLA ESTATES, the following four (4) courses and distances:

1. **South 27°09'09" West** a distance of **748.21** feet to a 1/2-inch rebar found; and
2. **South 27°21'58" West** a distance of **630.32** feet to a 1/2-inch iron rebar with cap stamped "CHAPPARAL" found; and
3. **South 25°34'12" West** a distance of **139.18** feet to a 1/2-inch rebar with cap stamped "SURVTEX LLC" found, from which a 1/2-inch rebar found bears North 57°14'29" West a distance of 0.44 feet;



4. **South 27°01'09" West** a distance of **74.03** feet to a 1/2-inch rebar with cap stamped "SURVTEX LLC" 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 1 and of said Lot 7;

THENCE **North 72°55'19" West** with the existing Northerly right-of-way line of said Old Highway 20 and a common Southerly line of said Lot 1, a distance of **50.66** feet to a 1/2-inch rebar with cap stamped "4WARD BOUNDARY" found the Southerly common corner of said Lot 1 and of Lot 6, said MANOR VILLA ESTATES;

THENCE **North 26°53'36" East** with a Westerly line of said Lot 1 and the common Easterly line of said Lot 6, a distance of **20.30** feet to a Calculated Point for corner;

THENCE over and across said Lot 1, the following five (5) courses and distances:

1. **South 72°55'19" East** a distance of **40.55** feet to a Calculated Point; and
2. **North 27°01'09" East** a distance of **55.35** feet to a Calculated Point; and
3. **North 25°34'12" East** a distance of **139.21** feet to a Calculated Point; and
4. **North 27°21'58" East** a distance of **630.46** feet to a Calculated Point; and
5. **North 27°09'09" East** a distance of **748.23** feet to a Calculated Point in the existing Southerly right-of-way line of said Racin Patty Street and the common Northerly line of said Lot 1;

THENCE South 62°38'44" East with the existing Southerly right-of-way line of said Racin Patty Street and the common Northerly line of said Lot 1, a distance of 10.00 feet to the POINT OF BEGINNING and containing 0.3843 of one acre of land (16,739 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.

*Frank W. Funk* 02/03/2023

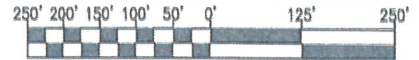
Frank W. Funk  
Registered Professional Land Surveyor  
State of Texas No. 6803



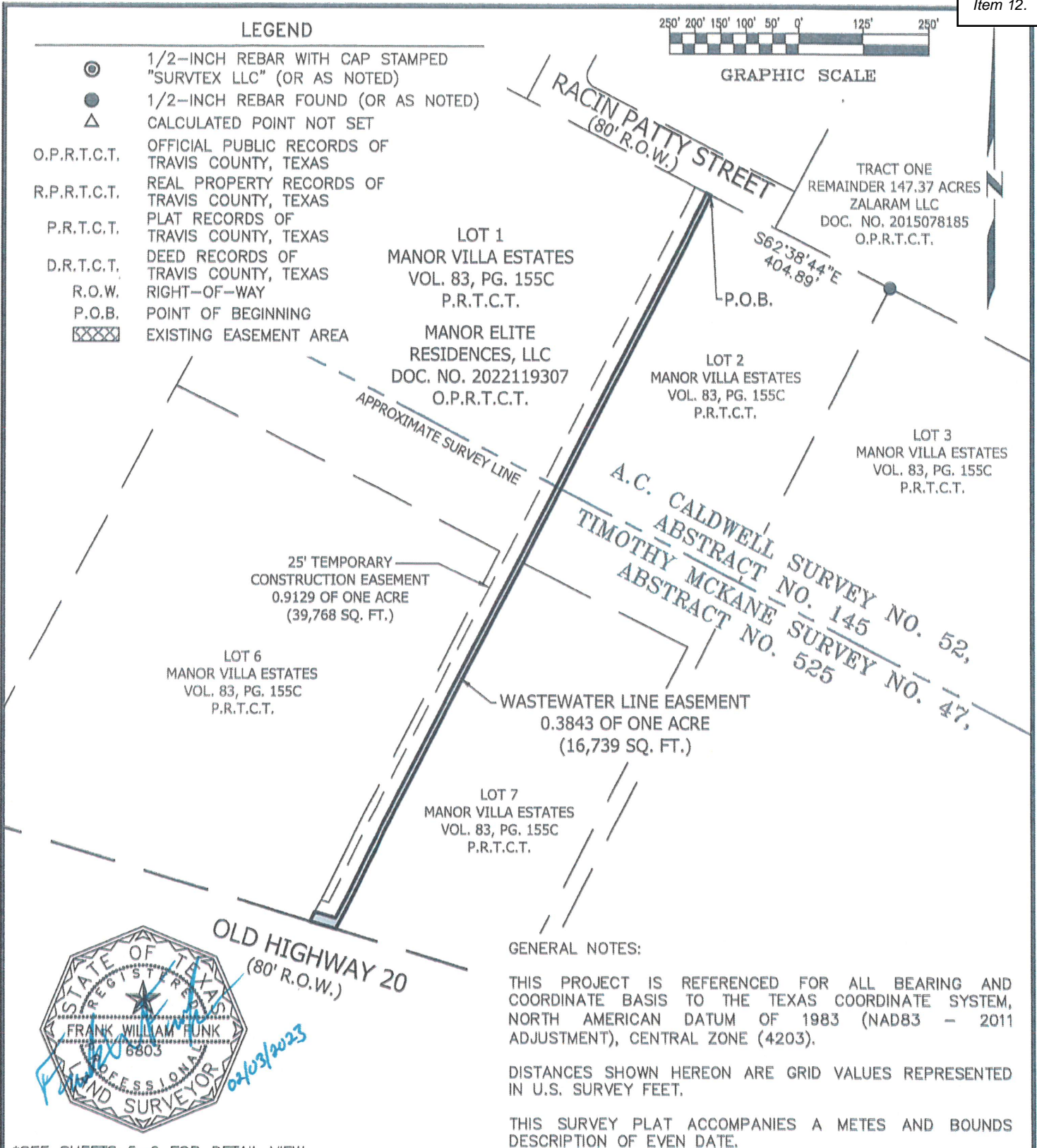
Job Number: 22-021  
Attachments: K:\JAY MANOR CIP\CAD\DWGS\MANOR COMM PARK WWL ESMT 4.DWG

**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
- 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
- P.R.T.C.T. PLAT 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
- XXXXX EXISTING EASEMENT AREA



GRAPHIC SCALE



**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.



\*SEE SHEETS 5-6 FOR DETAIL VIEW

JOB NUMBER: 22-021		DATE: 01/31/23	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: MANOR COMM PARK WWL ESMT 4			
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 04 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

**RACIN PATTY STREET**  
 (80' R.O.W.)  
 VOL. 87, PG. 167B, P.R.T.C.T.

TRACT ONE  
 REMAINDER 147.37 ACRES  
 ZALARAM LLC  
 DOC. NO. 2015078185  
 O.P.R.T.C.T.

25' TEMPORARY  
 CONSTRUCTION EASEMENT  
 0.9129 OF ONE ACRE  
 (39,768 SQ. FT.)

P.O.B.

S62°38'44"E  
 404.89'

LOT 1  
 MANOR VILLA ESTATES  
 VOL. 83, PG. 155C  
 P.R.T.C.T.

10' UTILITY EASEMENT  
 VOL. 8180, PG. 807  
 D.R.T.C.T.  
 VOL. 9231, PG. 580  
 VOL. 9398, PG. 953  
 R.P.R.T.C.T.

MANOR ELITE  
 RESIDENCES, LLC  
 DOC. NO. 2022119307  
 O.P.R.T.C.T.

LOT 2  
 MANOR VILLA ESTATES  
 VOL. 83, PG. 155C  
 P.R.T.C.T.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S25°34'12"W	139.18'
L2	S27°01'09"W	74.03'
L3	N72°55'19"W	50.66'
L4	N26°53'36"E	20.30'
L5	S72°55'19"E	40.55'
L6	N27°01'09"E	55.35'
L7	N25°34'12"E	139.21'
L8	S62°38'44"E	10.00'

N27°09'09"E 748.23'  
 S27°09'09"W 748.21'

WASTEWATER LINE EASEMENT  
 0.3843 OF ONE ACRE  
 (16,739 SQ. FT.)

A.C. CALDWELL SURVEY  
 NO. 52, ABSTRACT NO. 154

LOT 3  
 MANOR VILLA ESTATES  
 VOL. 83, PG. 155C  
 P.R.T.C.T.

MATCH LINE  
 SHEET 5  
 SHEET 6

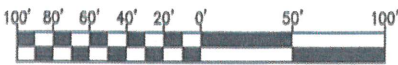
APPROXIMATE SURVEY LINE

JOB NUMBER: 22-021		DATE: 01/31/23	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: MANOR COMM PARK WWL ESMT 4			
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 05 of 06	FIELDBOOKS 13/419	SCALE: 1"=100'	



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
 TBPELS FIRM NO. 10001800  
 512-238-7901





GRAPHIC SCALE

MATCH LINE  
SHEET 5  
SHEET 6

10' UTILITY EASEMENT  
VOL. 8180, PG. 807  
D.R.T.C.T.  
VOL. 9231, PG. 580  
VOL. 9398, PG. 953  
R.P.R.T.C.T.

25' TEMPORARY  
CONSTRUCTION EASEMENT  
0.9129 OF ONE ACRE  
(39,768 SQ. FT.)

10' UTILITY EASEMENT  
VOL. 8180, PG. 807  
D.R.T.C.T.  
VOL. 9231, PG. 580  
VOL. 9398, PG. 953  
R.P.R.T.C.T.

TIMOTHY MCKANE SURVEY  
NO. 47, ABSTRACT NO. 525

LOT 1  
MANOR VILLA ESTATES  
VOL. 83, PG. 155C  
P.R.T.C.T.  
MANOR ELITE  
RESIDENCES, LLC  
DOC. NO. 2022119307  
O.P.R.T.C.T.

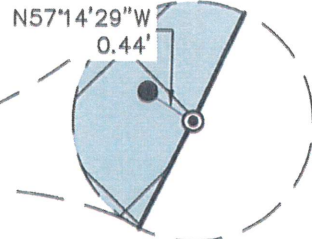
N27°21'58"E 630.46'  
S27°21'58"W 630.32'

LOT 6  
MANOR VILLA ESTATES  
VOL. 83, PG. 155C  
P.R.T.C.T.

WASTEWATER LINE EASEMENT  
0.3843 OF ONE ACRE  
(16,739 SQ. FT.)

10' UTILITY EASEMENT  
VOL. 8180, PG. 807  
D.R.T.C.T.  
VOL. 9231, PG. 580  
VOL. 9398, PG. 953  
R.P.R.T.C.T.

LOT 7  
MANOR VILLA ESTATES  
VOL. 83, PG. 155C  
P.R.T.C.T.



20' R.O.W. DEDICATION  
VOL. 83, PG. 155C  
P.R.T.C.T.

EASEMENT NOTES:

PERMANENT EASEMENT INCLUDES 0.3773 OF ONE ACRE (16,434 SQ. FT.) OF EXISTING UTILITY EASEMENT AREA (CROSS HATCHED).

TEMPORARY CONSTRUCTION EASEMENT INCLUDES 0.0059 OF ONE ACRE (256 SQ. FT.) OF EXISTING UTILITY EASEMENT AREA (CROSS HATCHED).

"AWARD BOUNDARY" L3  
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 4			
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 06 of 06		FIELDBOOKS 13/419	SCALE: 1"=100'



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901

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

**EXHIBIT "B"**

**WASTEWATER EASEMENT  
AND TEMPORARY WORKSPACE EASEMENT**

**THE STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS                 §**

That, **Manor Elite Residences, LLC**, a Texas limited liability company ("**Grantor**"), whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis County, Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto **Grantee**, a permanent easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto (the "**Project**"), upon, across, under, and through all or any portion of the following described property:

A tract of land consisting of 0.3843 acres, more or less, being more particularly described by metes and bounds and sketch in the attached Exhibit "A," hereby incorporated by reference and made a part hereof for all purposes, with said 0.3843 acre parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Workspace Easement** over that certain 25' wide strip of land abutting the Permanent Easement to the west being approximately 0.9129 acres in size, more or less, and being depicted graphically on Exhibit "A" as "25' TEMPORARY CONSTRUCTION EASEMENT," for any and all purposes incident to effectuating the **Project**, including but not limited to construction staging, equipment storage, temporary spoil storage, and access. The duration of said **Temporary Workspace Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of excavation for the **Project** within the **Permanent Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** or the expiration of twelve (12) months from **Grantee's** commencement of work, whichever date first occurs. **Grantee** shall have the right to utilize all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the Easements shall belong to the **Grantee** and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, a wastewater pipeline and appurtenances thereto.

**Grantee** shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **Permanent Easement** and **Temporary Workspace Easement**. **Grantee** shall promptly repair any damage to any of **Grantor's** existing roads or surface caused by **Grantee** so as to maintain the roads or surface in as good as or better condition as existed prior to use by **Grantee**.

**Grantor** may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement, including but not limited to parking, access drives, landscaping, and lighting. **Grantor** may not erect permanent building structures within the **Permanent Easement**, however, and **Grantor** may not use any part of the Easements if such use may otherwise damage, destroy, injure, and/or interfere with **Grantee's** use of the Easements for the purposes for which the Easements are being sought by **Grantee**, in **Grantee's** sole determination.

**Grantor** shall retain all the oil, gas, and other minerals in, on and under the **Permanent Easement** and **Temporary Workspace Easement**.

**Grantee** shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the **Project**. **Grantee** shall replace all such fencing or gates with gates or fencing of the same or better quality, type, and dimension as existed prior to **Grantee's** work.

**Grantee** agrees that upon completion of construction of the **Project**, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction. **Grantee** shall be obligated to restore the surface of the **Permanent Easement** and the **Temporary Workspace Easement** area at **Grantee's** sole cost and expense as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the surface was immediately before initial construction, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the **Permanent Easement** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **Grantee's** initial use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees or vegetation other than groundcover.

This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **Grantee**, and **Grantee's** heirs, executors, administrators, successors and assigns forever; and **Grantor** does hereby bind **Grantor**, their heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto **Grantee** and **Grantee's** heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said public wastewater utility lines, and for making connections therewith.

**GRANTOR:**

\_\_\_\_\_  
David Pikoff, Manager

\_\_\_\_\_  
Date

**ACCEPTED:**

**GRANTEE: City of Manor, Texas:**

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



\*\*\*\*\* NOTARY ACKNOWLEDGEMENTS \*\*\*\*\*

THE STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS                   §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2023, personally appeared David Pikoff, Manager of Manor Elite Residences, LCC, a Texas limited liability company, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

\_\_\_\_\_  
Notary Public-State of Texas

THE STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS                   §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2023, personally appeared Dr. Christopher Harvey, Mayor of City of Manor, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

\_\_\_\_\_  
Notary Public-State of Texas

**Project Name:** Manor Commercial Park Project  
**Parcel No.** 2  
**TCAD PID No.:** 236900

**AFTER RECORDING RETURN TO:**  
City of Manor  
105 E. Eggleston  
Manor, Texas 78653



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on the first reading of 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*

### BACKGROUND/SUMMARY:

This is a narrow (40') but deep (250') lot on North Bastrop Street. Sometime in the 1980s, or possibly even 1950s, the 5 lots on West Lane Ave were broken up and the back 40' of each lot was sold to create this 40' x 250' lot. Its unique size and shape make it more challenging to develop but the applicant is seeking to rezone it from Single Family Suburban (SF-1) to Two-Family (TF) to be able to place a two-family building on the property. The lot meets the minimum lot size for a Two-Family lot, it's 10,000 sf while the minimum is 8,750 sf, however, the narrowness of the lot will require a variance when it is plated to the lot width and setbacks to make development feasible. These variances would be necessary even if the property remained zoned SF-1.

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

P&Z held a public hearing and discussed how the structure would impact surrounding homes, the use of the alley, and the architectural detailing. They wanted to see better renderings of the structure and the property owner agreed to provide those. They postponed action on this item (5-0) to their May 10<sup>th</sup> meeting.

This item was postponed for a second time at the May 10<sup>th</sup> P&Z as the applicant was still working with the architect on a rendering. If this item is not ready by June's P&Z it will be pulled and re-notified.

The requested architectural renderings were not provided by June's P&Z (6/14) so the item is recommended to be pulled until such time as those are provided and the application can be re-notified.

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

- Ordinance
- Letter of intent
- Rezone Map
- Aerial Image

- Conceptual Layout
- FLUM
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

Staff recommends that the City Council pull from consideration the first reading of 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).

**PLANNING & ZONING COMMISSION:**      **Recommend Approval**      **Disapproval**      **None**  
X- No  
Quorum

---

**ORDINANCE NO. \_\_\_\_**

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

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

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

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

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

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

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

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

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



**ORDINANCE NO.** \_\_\_\_\_

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 21<sup>st</sup> day of June 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_\_ day of July 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**ORDINANCE NO.** \_\_\_\_\_

**Page 3**

**EXHIBIT "A"**

Property Address:

707 North Bastrop Street, Manor, TX 78653

Property Legal Description:

The South forty (40) feet of Lots 6, 7, 8, 9 and 10, Block 1, A.E. Lane's Addition to the Town of Manor, according to the map or plat thereof, recorded in Volume 2, Page 223, Plat Records, Travis County, Texas.

# Letter of Intent

March 12, 2023

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

Re: [707 BASTROP ST TX 78653](#)

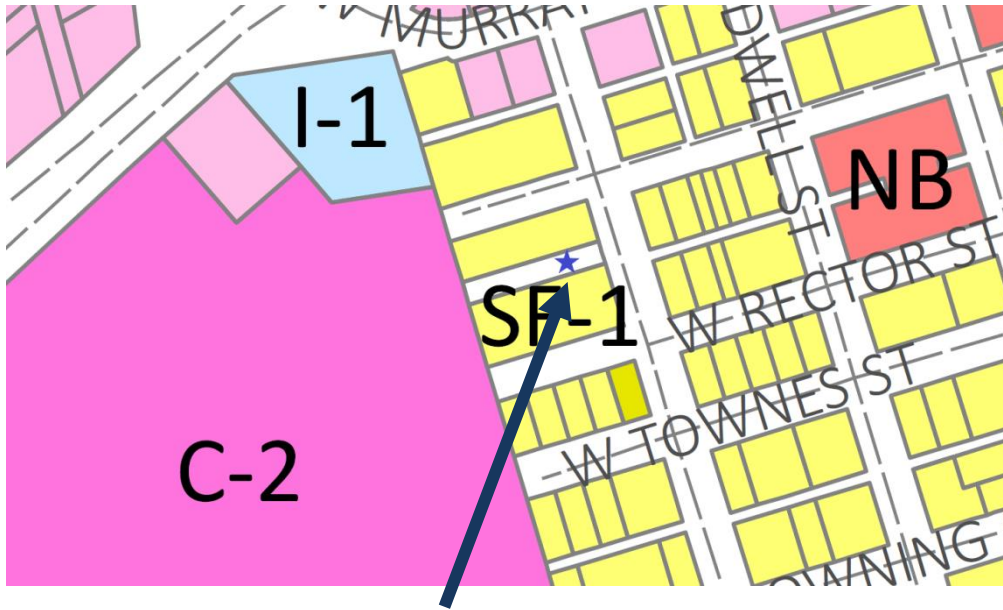
**Dear Mr. Dunlop,**

We are writing to you to zone the subject property to TF.

The subject property 707 Bastrop ST TX 78653, Legal description as: **S40FT OF LOT 6-10 BLK 1 LANE A E ADDN**. The current configuration is 39.94 ft wide and 250 ft long, with a total of 9,986 sqft.

We are requesting to:

1. Zone it as TF (Two-Family) – currently it doesn't have zoning assigned ( per zoning map downloaded from <https://www.cityofmanor.org/>), see below. Since the total lot size is 9,986 sqft, we are proposing the property to **TF (Two Family)** in support the growth of Manor TX.



Subject Property: [707 BASTROP ST TX 78653](#)

Please see below conceptual design of the proposed TF (duplex).

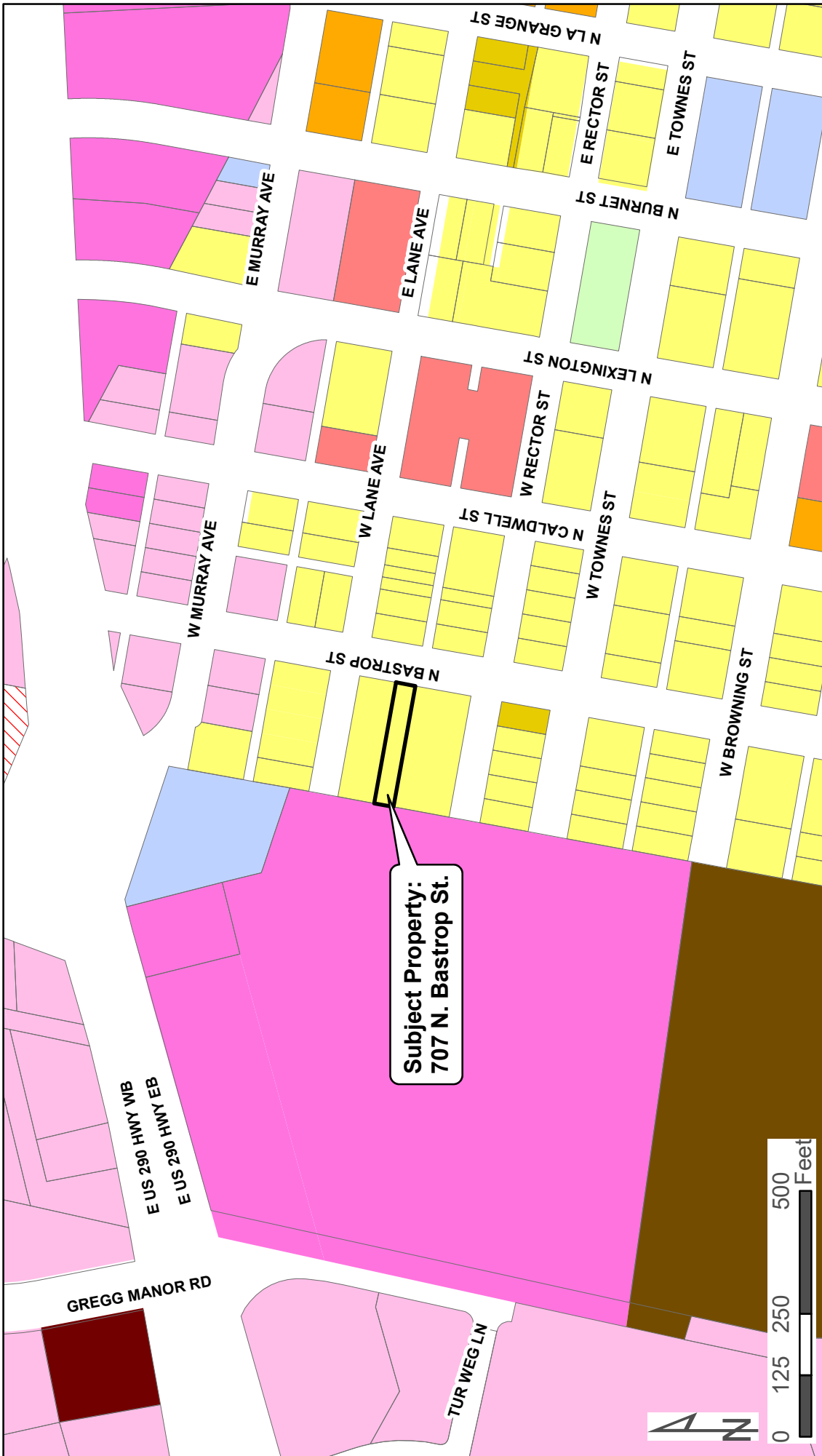


Please help to grant these requests and let me know if you have any questions.

Respectfully,

Katherine Chen  
Savvy ATX Realty





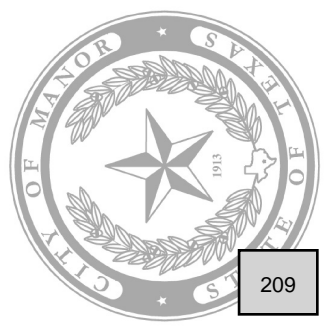
Subject Property:  
707 N. Bastrop St.

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

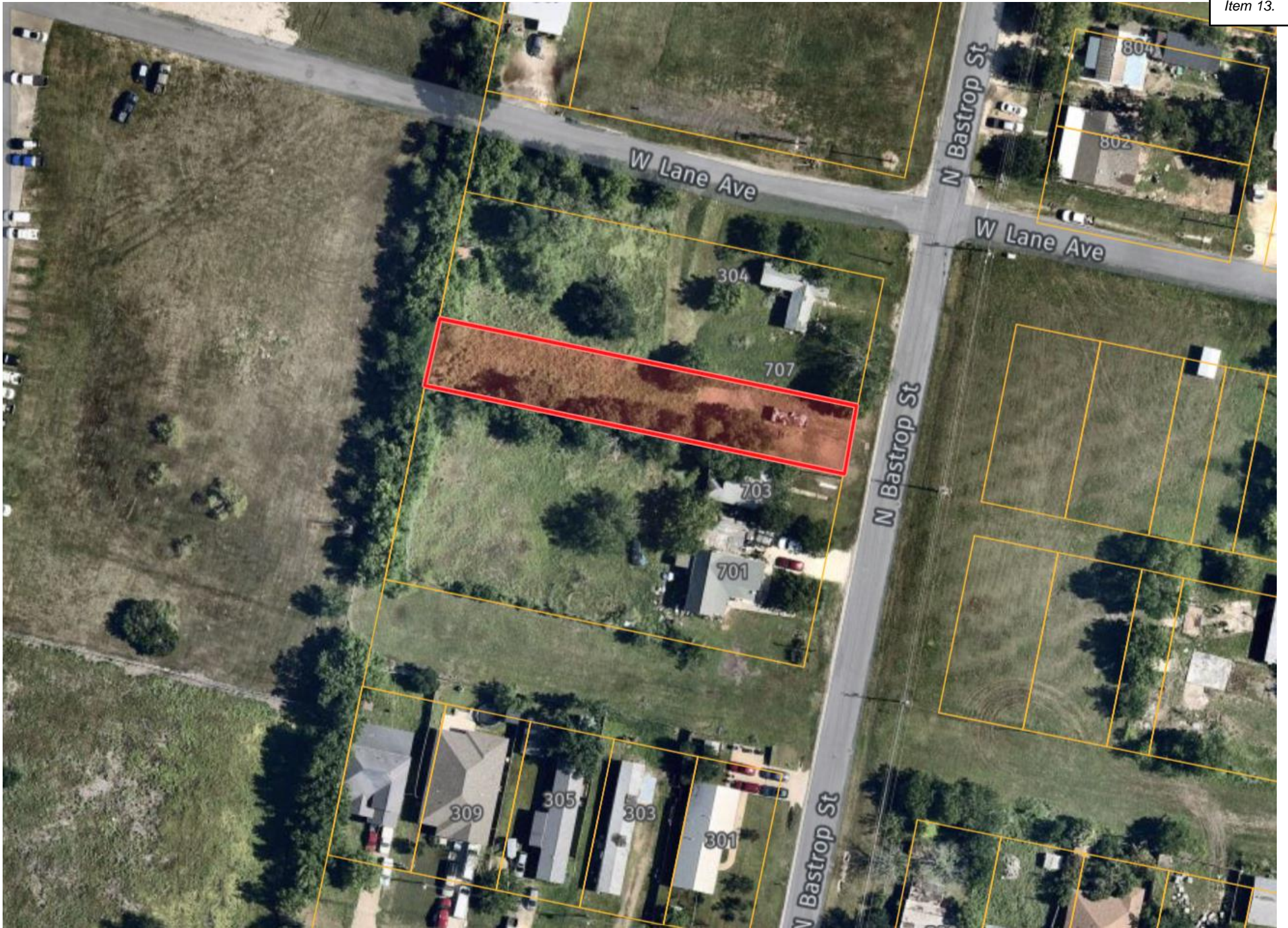
Item 13.

Current:  
Single Family Suburban (SF-1)

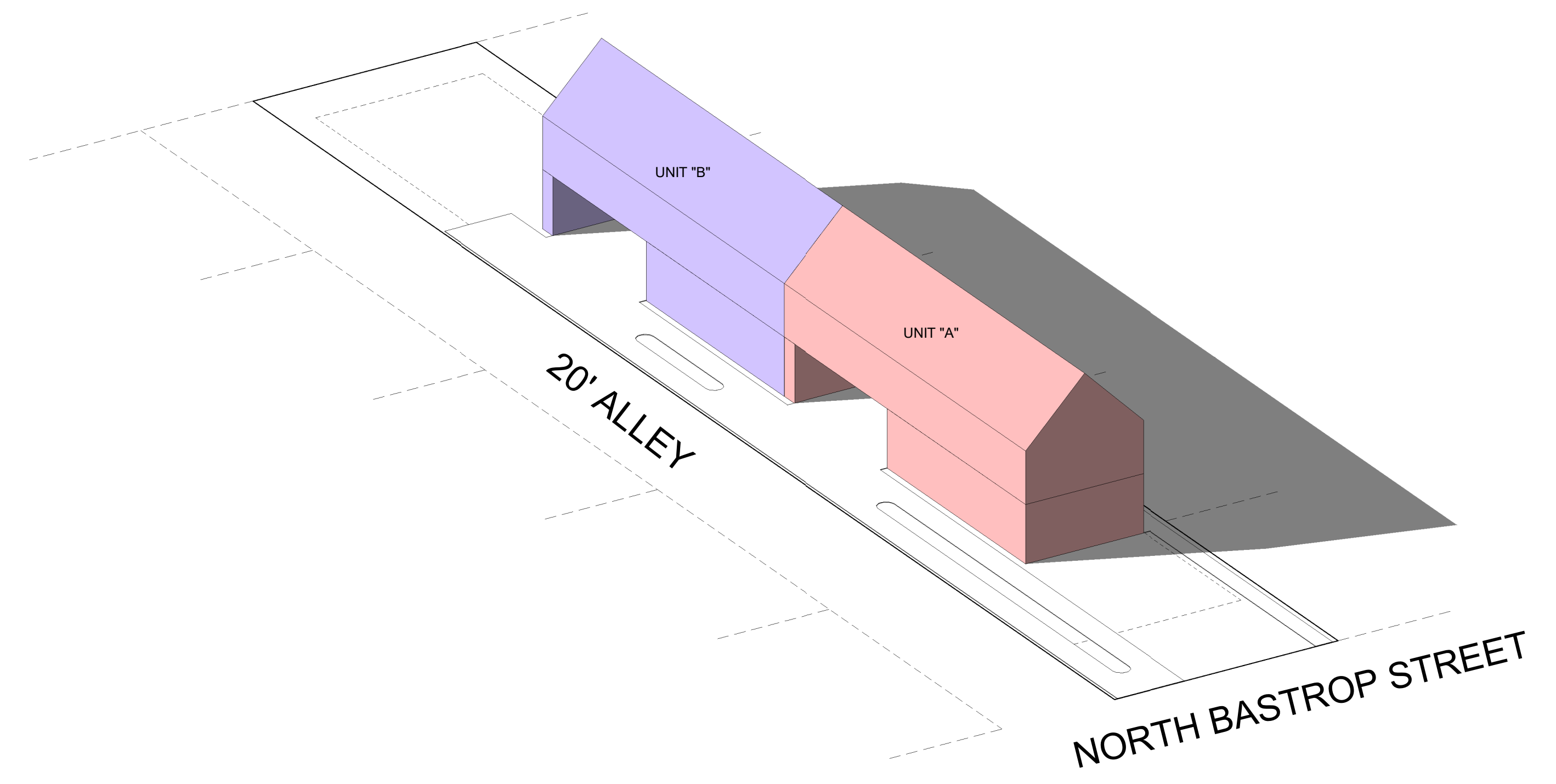
Proposed:  
Two-Family (TF)



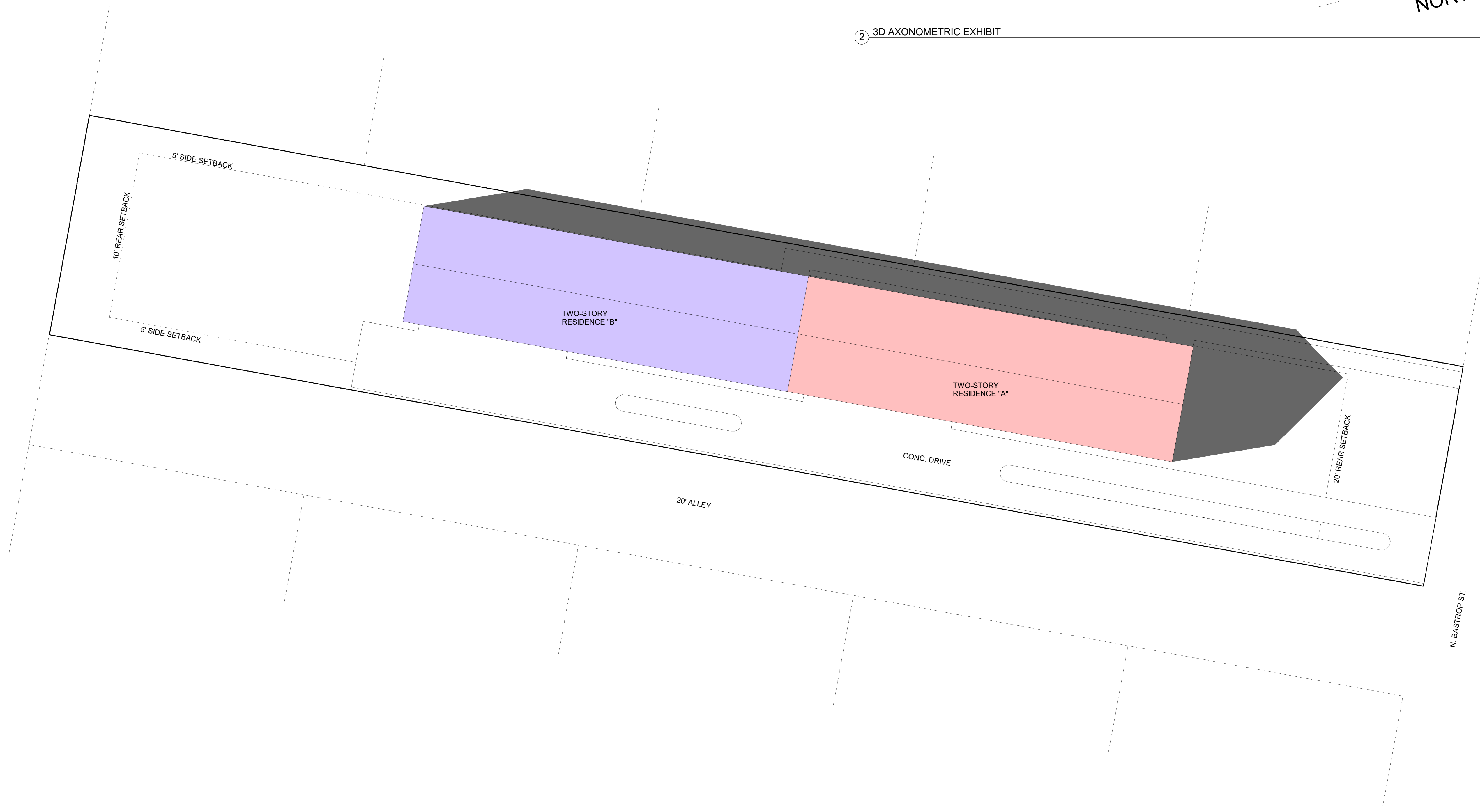








2 3D AXONOMETRIC EXHIBIT



CONCEPT SITE PLAN INFORMATION:

LOT SIZE:	9,986 SF
BUILDING COVER:	
UNIT "A":	1,500 SF
UNIT "B":	1,500 SF
TOTAL:	3,000 SF
PAVED AREA:	
DRIVEWAY:	2,131 SF
SIDEWALK:	382 SF
TOTAL:	2,513 SF
TOTAL IMPERVIOUS COVER:	5,513 SF
IMPERVIOUS COVER %:	55.2%
PRINCIPAL STRUCTURE %:	15%
PRINCIPAL/ACCESSORY %:	30%

CONCEPT SITE PLAN

1 SITE PLAN  
1" = 10'-0"

## 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.

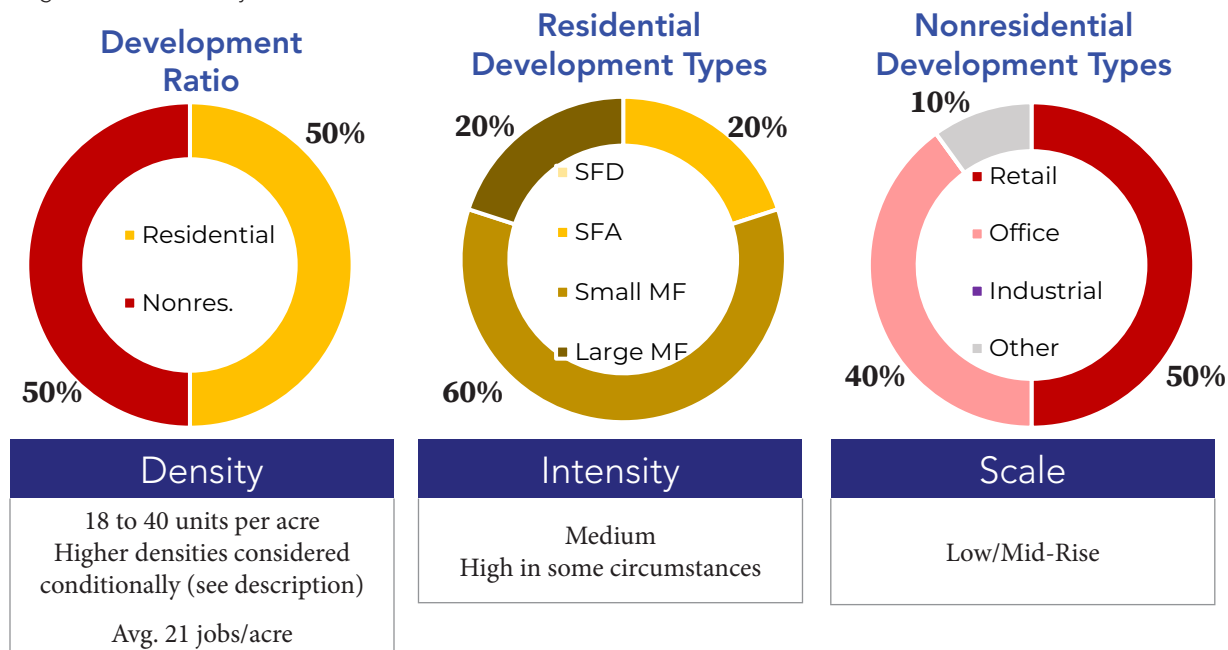
Community Mixed-Use areas allow residential units in close proximity to goods, services and civic activities, reducing residents' dependence on the car.

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.





3/27/2023

## City of Manor Development Services

# Notification for a Subdivision Rezoning Application

Project Name: 707 Bastrop St Rezoning SF-1 to TF  
 Case Number: 2023-P-1523-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 707 Bastrop Street, Manor, TX. The request will be posted on the agenda as follows:

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

*Applicant: SAVVY ATX REALTY LIMITED LIABILITY COMPANY*

*Owner: Wenkai Chen*

The Planning and Zoning Commission will meet at 6:30PM on April 12, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00 PM on April 19, 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 Subdivision Rezoning Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners during the discussion of this item.

MARTINEZ ORALIA  
1301 CHICON ST 303  
AUSTIN TX 78702-2154

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

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

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

ECKART STEPHEN  
PO BOX 170309  
AUSTIN TX 78717-0019

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

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

ROMERO RONALDO & ANTONIA  
5808 HERON DR  
BUDA TX US 78610

FORREST DELORES M  
3262 KESTRAL WAY  
SACRAMENTO CA 95833-9616

LOZANO BENJAMIN KEEF  
8005 Briarwood Ln  
Austin TX 78757-8111

SEPECO  
PO BOX 170309  
AUSTIN TX 78717-0019

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

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

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

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

GARCIA EDWARD  
PO BOX 452  
MANOR TX 78653-0452

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

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

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

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

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Short Form Final Plat for one (1) lot on .23 acres, more or less, and being located at 707 Bastrop St, Manor, TX for variances to allow for 40 ft lot width, 20 ft front setback, 5 ft side setbacks, and 10 ft rear setback.

*Applicant: SAVVY ATX REALTY LLC*

*Owner: Wenkai Chen*

### BACKGROUND/SUMMARY:

This plat has been approved by our engineer and it is filed with a variance that the Commission and City Council can consider but action is recommended to be pulled to correct an error in the request.

The current zoning of the property is SF-1 Single Family Suburban which has a minimum lot width of 70'. A rezoning case for TF Two-Family has been filed which also has minimum lot width of 70'.

The requested variances are:

1. 40' lot width (70' required)
2. 20' front setback (25' required)
3. 10' rear setback (25' required)
4. 5' side setback (7.5 required)

The earliest deed creating the tract was in February 1983. There was no zoning code at the time to regulate lot widths but the subdivision code in effect (Ord. 47 dated 12-14-77) had a provision that lot widths do not exceed three times the lot depth. This tract is 250' in depth, which exceeds that regulation so had a plat been filed in 1983 it would not have been approved. Current subdivision code has a lot width to depth ratio of 2.5:1, so the variance request needs to be updated to include that so new notices will be sent out.

This tract as currently subdivided is undevelopable since it is portions of 5 lots that are 40'x50' each and only one has frontage on a dedicated right-of-way. While the tract has never been a legal lot, it has existed in its current configuration for 40 years and only through the approval of the variances can it be improved upon. When granting a subdivision variance the Planning and Zoning Commission and City Council shall consider:

1. The public convenience and welfare will be substantially served;
2. The appropriate use of surrounding property will not be substantially or permanently impaired or diminished;
3. The applicant has not created the hardship for which relief is sought;
4. The variance will not confer upon the applicant a special right or privilege not commonly shared or available to the other owners of similar and surrounding property;
5. The hardship from which relief is sought is not solely of an economic nature;

- 6. The variance is not contrary to the public interests;
- 7. Due to special circumstances, the literal enforcement of the ordinance would result in an unnecessary hardship; and
- 8. In granting the variance the spirit of the ordinance is observed and substantial justice is done.

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

- Letter of Intent
- Plat
- Deed from 1983
- Subdivision Code of 1977
- AE Lane Addition Plat Map
- Engineer Comments
- Conformance Letter
- Notice and Labels

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council pull from consideration a Short Form Final Plat for one (1) lot on .23 acres, more or less, and being located at 707 Bastrop St, Manor, TX.

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

# Letter of Intent

February 28, 2023

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

Re: [707 BASTROP ST TX 78653](#)

**Dear Mr. Dunlop,**

We are writing to you to request plat the subject property to be a legal lot.

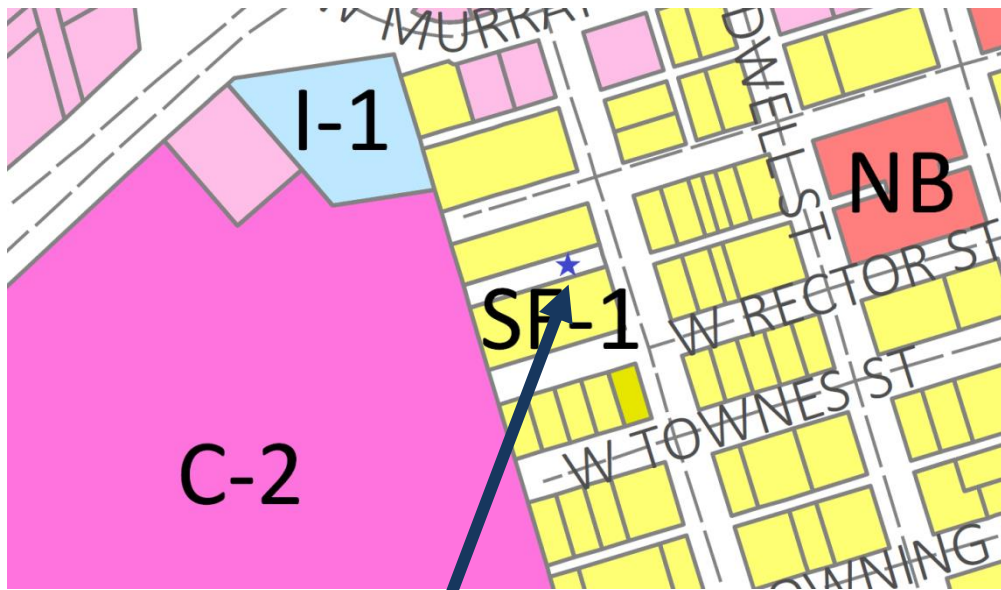
Proposed New Legal description: **LOT 6A BLK 1 LANE A E ADDN**

The subject property 707 Bastrop ST TX 78653, Legal description is: **S40FT OF LOT 6-10 BLK 1 LANE A E ADDN**. The current configuration is 39.96 ft wide and 250 ft long, with a total of 9,986 sqft.

Per our research, the subject property's current configuration existed in 1983 (Please see the Appendix A for the property's deed history, the oldest warranty deed was in 2/16/1983). Hence it is NOT conforming with the current development standard/code ordinances in Manor TX.

Due to the fact that the property lot is a nonconforming lot, we are requesting

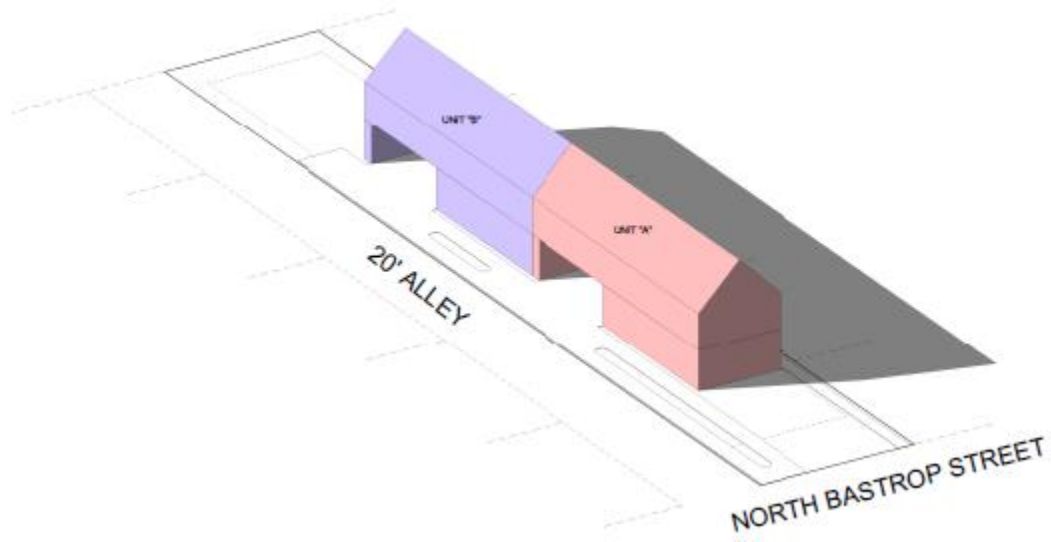
1. Minimum Lot Width Variance – reduce to 40 ft
2. Setback Waiver - the side setbacks to 5', the front to 20' and the rear to 10'
3. Zoning: TF (Two-Family) – currently it doesn't have zoning assigned ( per zoning map downloaded from <https://www.cityofmanor.org/>), see below. Since the total lot size is 9,986 sqft, we are proposing the property to **TF (Two Family)** in support the growth of Manor TX.



Subject Property: [707 BASTROP ST TX 78653](#)



Please see below conceptual design of the proposed TF (duplex). In Appendix B, please find conceptual design work from our architect.



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

Respectfully,

A handwritten signature in blue ink, appearing to read "Katherine Chen".

Katherine Chen  
Savvy ATX Realty

# Appendix A - Property Deed History

## PID 240850 | 707 BASTROP ST

Property Summary Report | 2022  
Online Services | TRAVIS COUNTY APPRAISAL DISTRICT

### GENERAL INFO

#### ACCOUNT

Property ID: 240850  
Geographic ID: 0237590802  
Type: R  
Zoning:  
Agent:  
Legal Description: S40FT OF LOT 6-10 BLK 1 LANE A E  
ADDN  
Property Use:

#### OWNER

Name: CHEN WENKAI  
Secondary Name:  
Mailing Address: 1132 NORTHWESTERN AVE UNIT A  
AUSTIN TX US 78702  
Owner ID: 1435182  
% Ownership: 100.00  
Exemptions:

#### LOCATION

Address: 707 BASTROP ST TX 78653

Market Area:  
Market Area CD: B0850  
Map ID: 023460

#### PROTEST

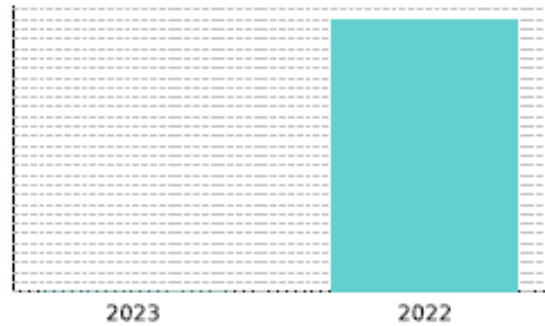
Protest Status:  
Informal Date:  
Formal Date:

### VALUES

#### CURRENT VALUES

Land Homesite:	\$0
Land Non-Homesite:	\$70,000
Special Use Land Market:	\$0
Total Land:	\$70,000
Improvement Homesite:	\$0
Improvement Non-Homesite:	\$0
Total Improvement:	\$0
Market:	\$70,000
Special Use Exclusion (-):	\$0
Appraised:	\$70,000
Value Limitation Adjustment (-):	\$0
Net Appraised:	\$70,000

#### VALUE HISTORY



Values for the current year are preliminary and are subject to change.

#### VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$70,000	\$0	\$0	\$70,000	\$0	\$70,000

### TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
03	TRAVIS COUNTY	0.318239	\$70,000	\$70,000
05	CITY OF MANOR	0.747000	\$70,000	\$70,000
0A	TRAVIS CENTRAL APP DIST	0.000000	\$70,000	\$70,000
2J	TRAVIS COUNTY HEALTHCARE DISTRICT	0.098684	\$70,000	\$70,000
34	MANOR ISD	1.352000	\$70,000	\$70,000
68	AUSTIN COMM COLL DIST	0.098700	\$70,000	\$70,000
72	TRAVIS CO ESD NO 12	0.100000	\$70,000	\$70,000

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

### IMPROVEMENT

#### LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
LAND	Land	0.2296	10,000.06	\$7.00	\$70,000	\$0

#### DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
8/21/21	WD	WARRANTY DEED	HUTCHINS BARBARA JEAN	CHEN WENKAI				2021189598
2/16/83	WD	WARRANTY DEED	HUTCHINS BARBARA	HUTCHINS BARBARA JEAN		07996	00320	
2/16/83	WD	WARRANTY DEED		HUTCHINS BARBARA		07996	00320	
2/16/83	WD	WARRANTY DEED	BURNS JACK ESTATE			07996	00320	

# Appendix B - Conceptual TF (Duplex) Architectural Design

2.28.2023

**CIRCLE + SQUARE**  
600 Congress Avenue  
14th Floor  
Austin, Texas  
214.280.3627

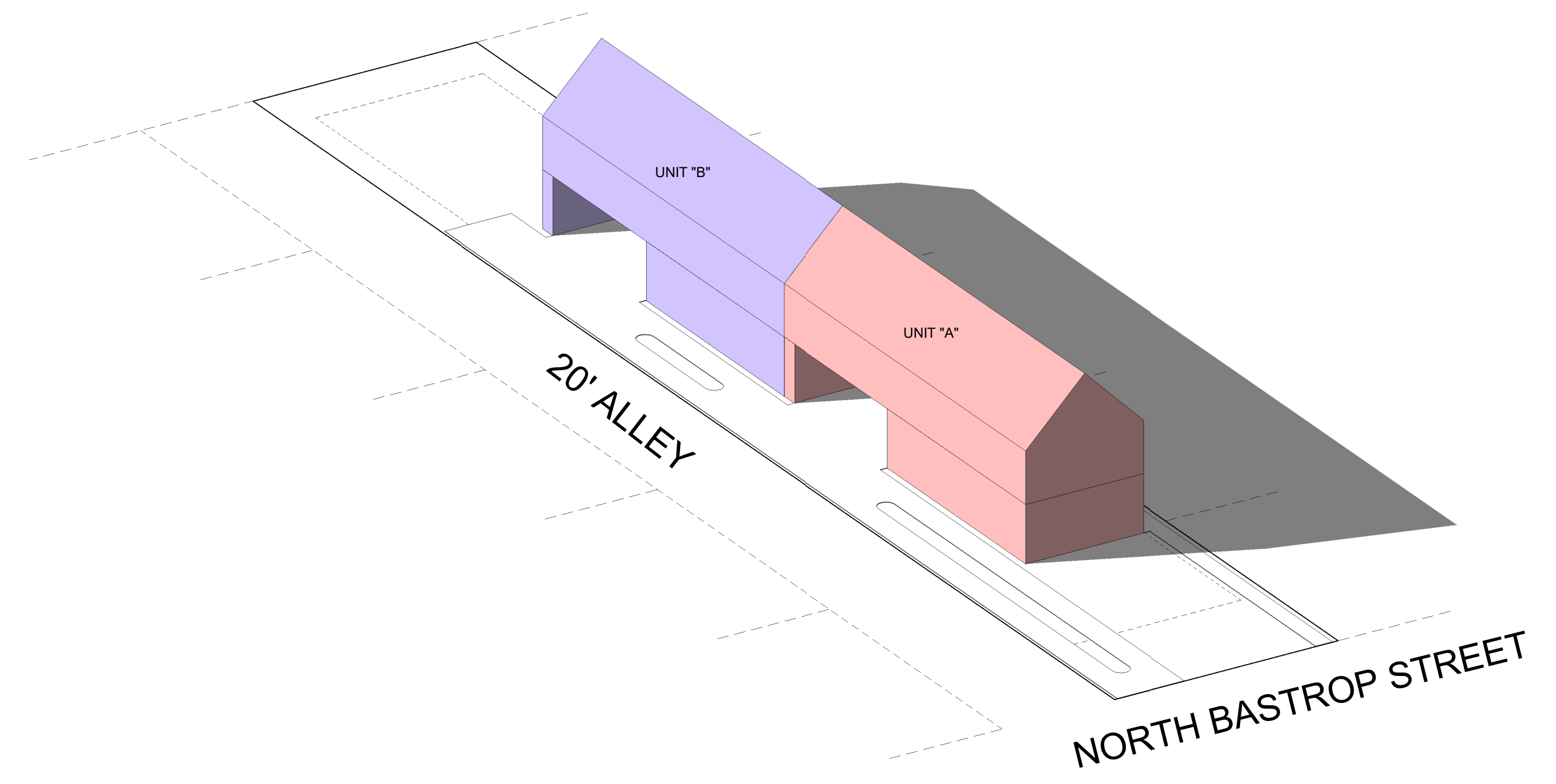
**PROJECT OWNER**  
Katherine Chen

**PROJECT NAME**  
707 N. Bastrop St.  
Manor, Texas 78653

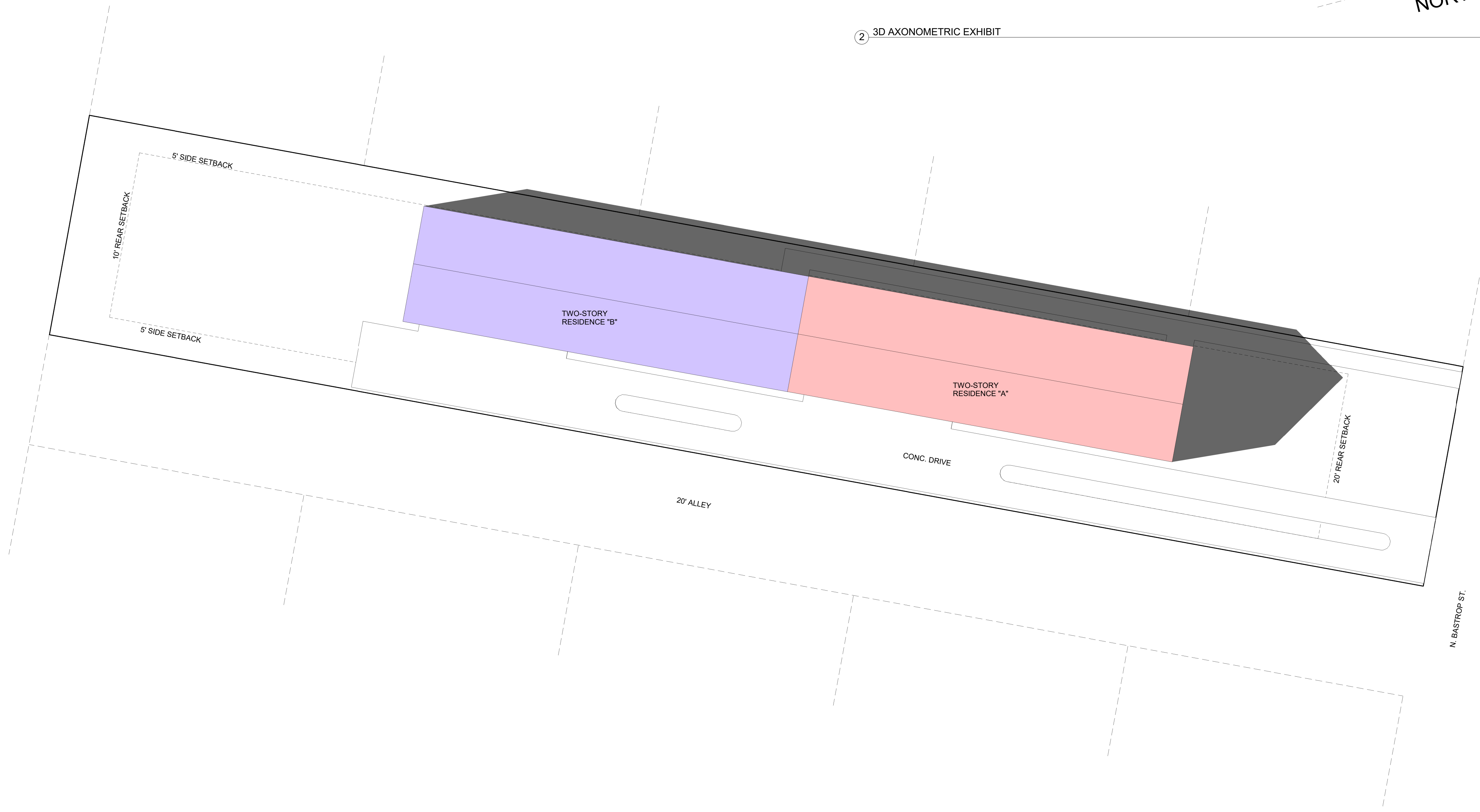
**COMMENTS:**

2.28.2023

**ARCHITECTURAL SITE PLAN**



2 3D AXONOMETRIC EXHIBIT



**CONCEPT SITE PLAN INFORMATION:**

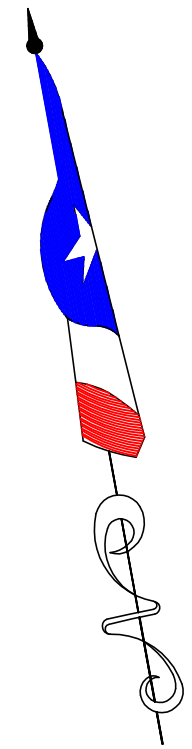
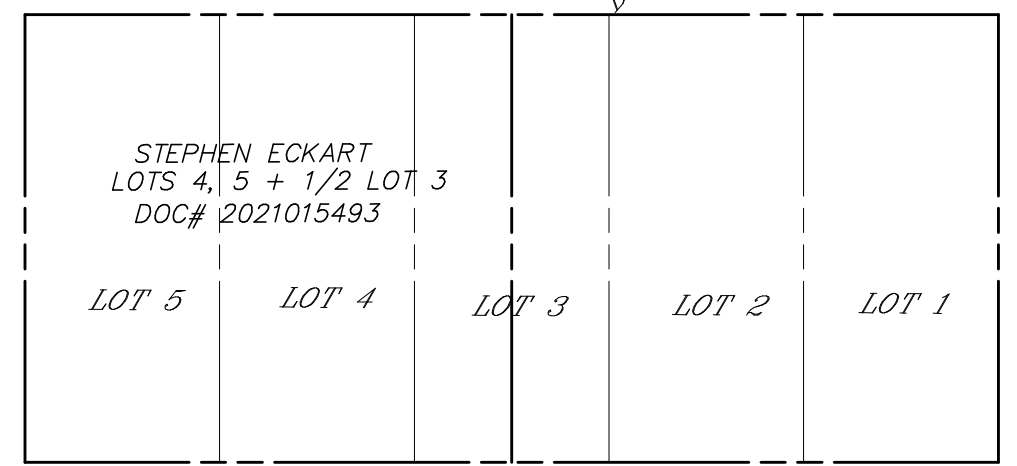
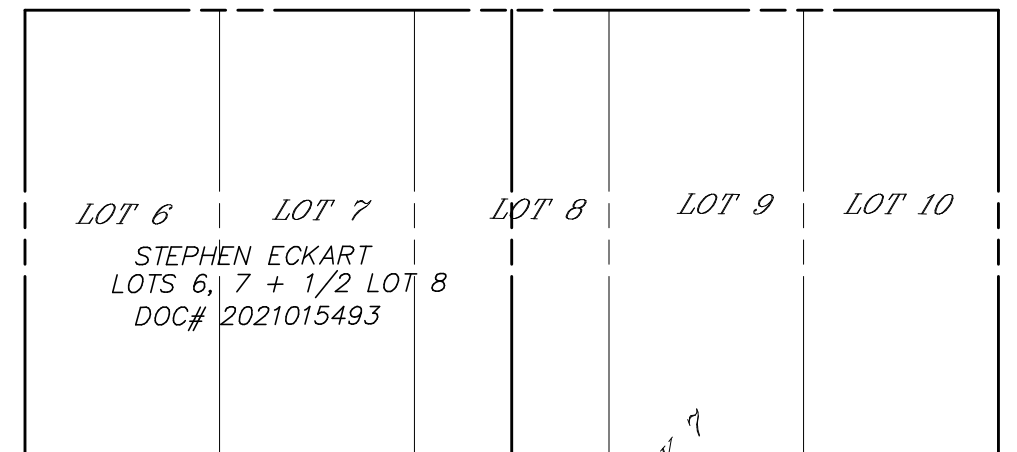
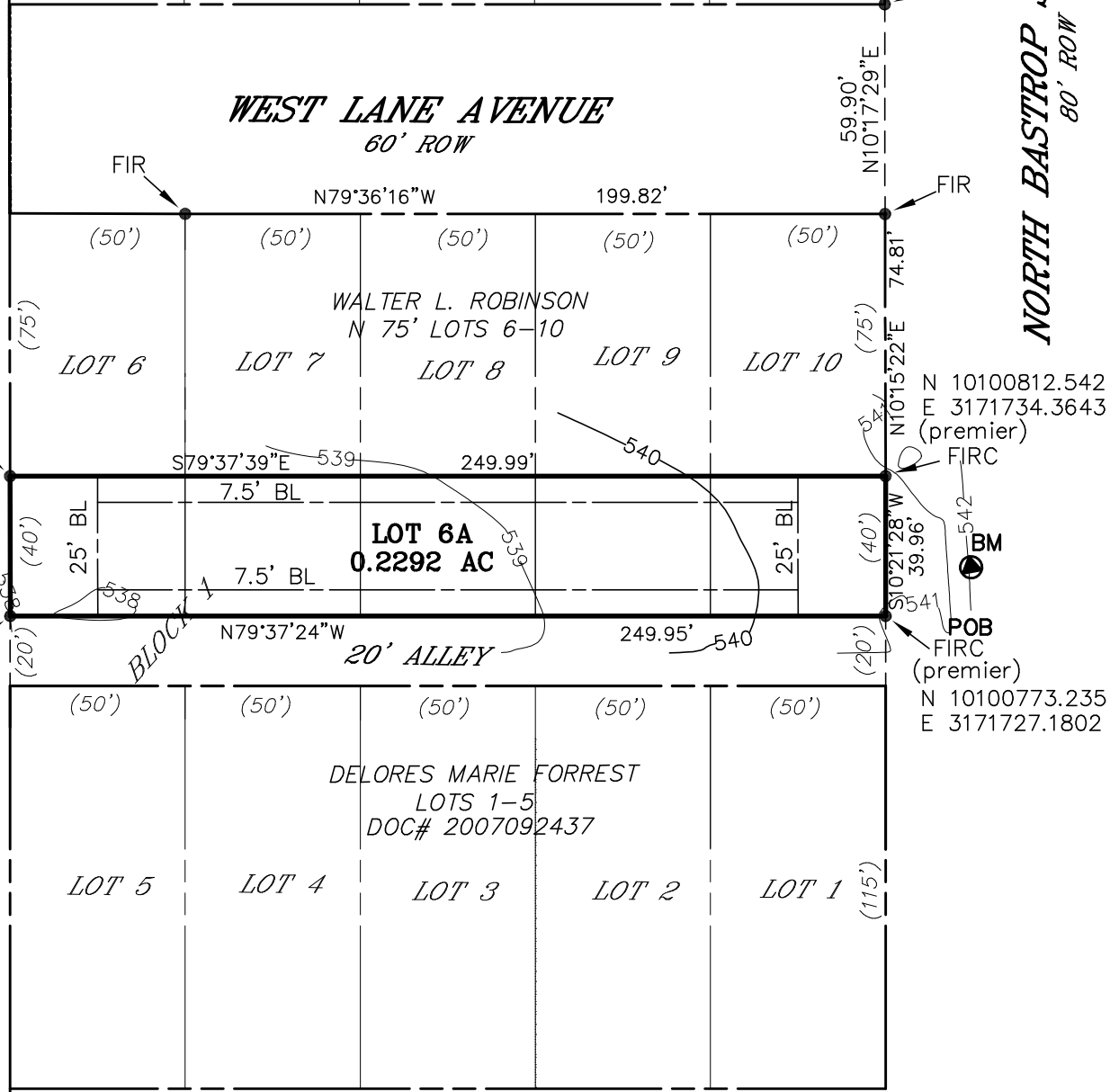
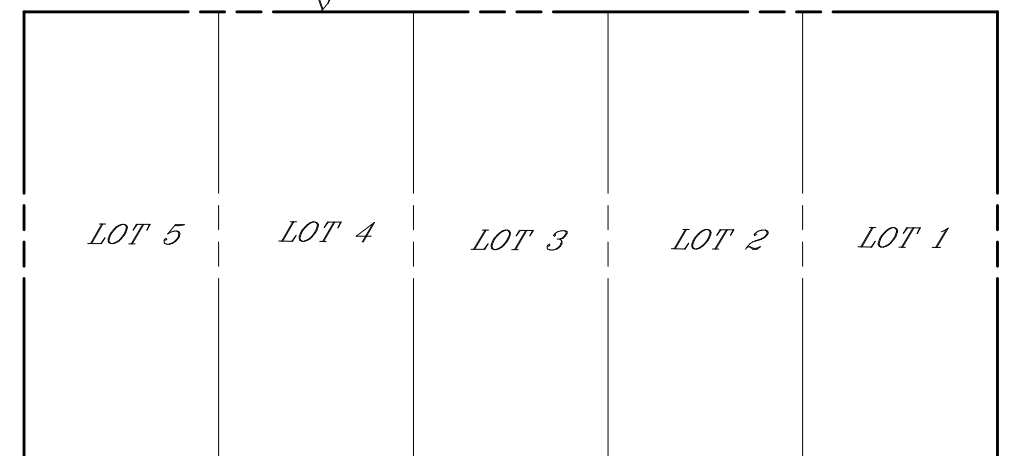
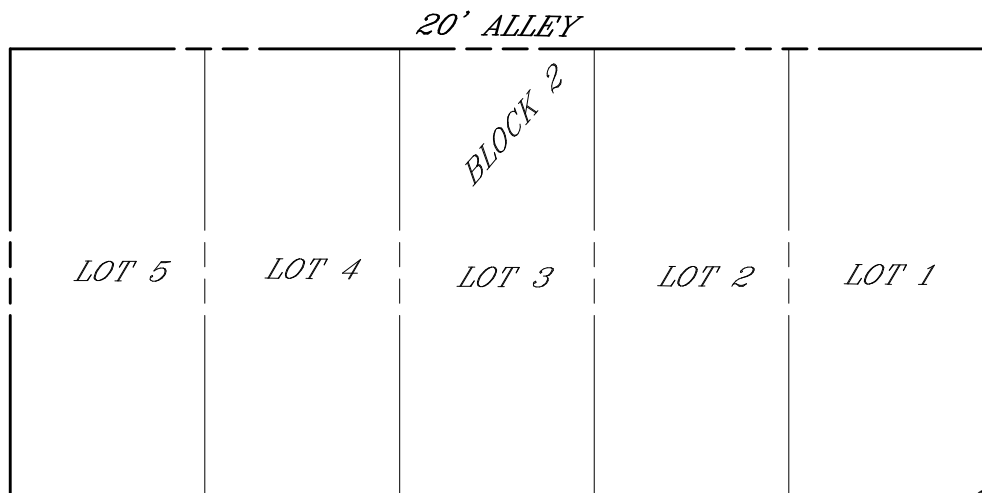
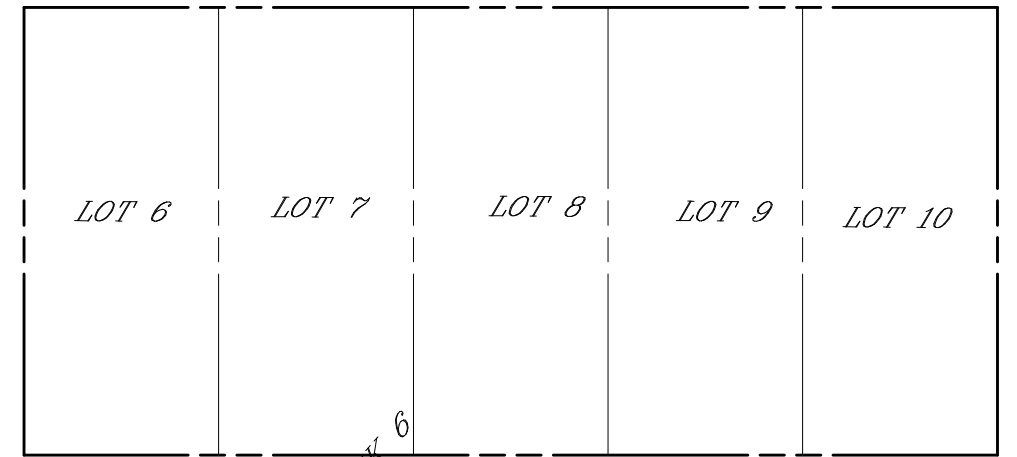
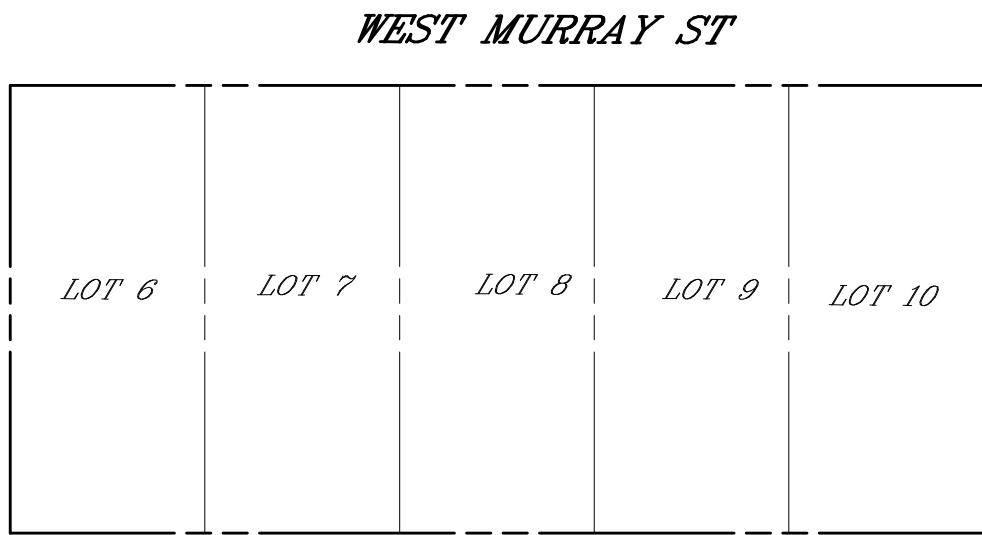
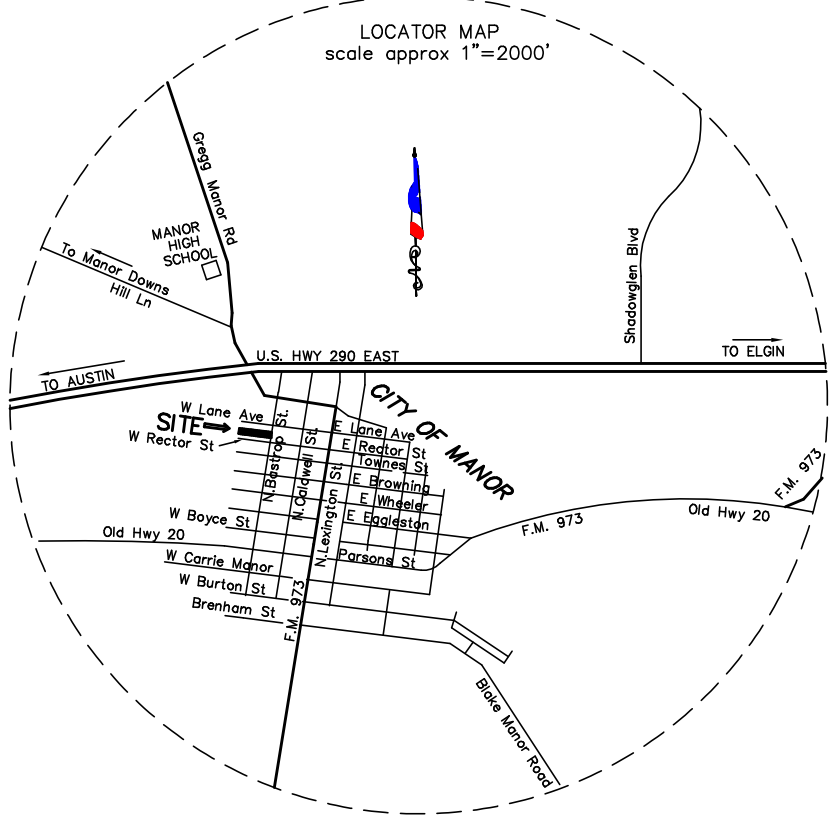
LOT SIZE:	9,986 SF
<b>BUILDING COVER:</b>	
UNIT "A":	1,500 SF
UNIT "B":	1,500 SF
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<b>PAVED AREA:</b>	
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CONCEPT SITE PLAN

1 SITE PLAN  
1" = 10'-0"

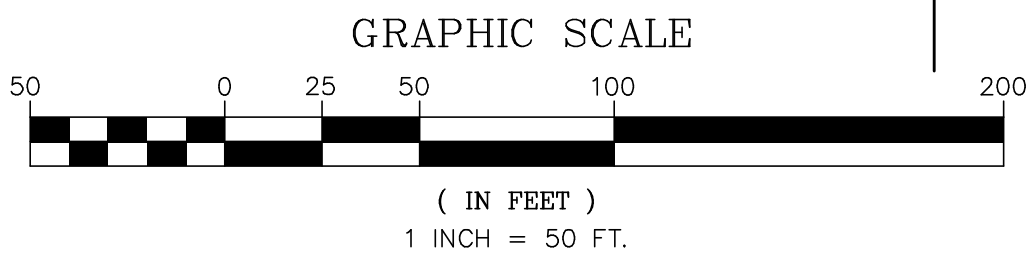


# RESUBDIVISION OF PORTION OF LOTS 6-10 A.E. LANE'S ADDITION TO THE TOWN OF MANOR SHORT FORM FINAL PLAT



RIVER CITY PARTNERS LTD  
20.00 AC  
DOC# 2005128121  
LOT 1 RIATA FORD MANOR

**LEGEND**  
FOUND 1/2" IRON ROD FIR  
FOUND 1/2" IRON ROD W/CAP FIRC  
BUILDING LINE BL  
**BENCHMARK BM:**  
Mag nail in asphalt;  
Elevation 542.21' NAVD88  
**BEARING BASE:**  
THE BEARINGS SHOWN HEREON ARE CENTRAL TEXAS ZONE  
STATE PLANE COORDINATES, BASED ON LOCAL NETWORK  
GPS OBSERVATION.



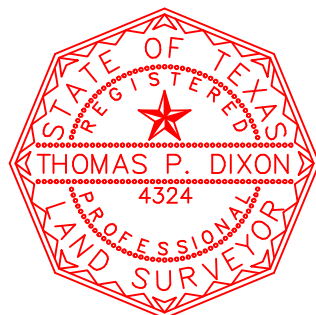
### Surveyors Certification

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 CITY OF MANOR SUBDIVISION ORDINANCE, 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, JANUARY 17, 2023

*Thomas P. Dixon*  
THOMAS P. DIXON R.P.L.S. #4324

4/18/23  
DATE

WATERLOO SURVEYORS LLC  
P.O. BOX 160176  
AUSTIN, TEXAS 78716-0176  
Phone: 512-481-9602  
www.waterloosurveyors.com  
FIRM# 10124400  
A1079P



### FIELD NOTES

0.2292 ACRES OF LAND OUT OF AND A PART OF THE JASPER MANOR SURVEY, CITY OF MANOR, TRAVIS COUNTY, TEXAS, BEING THE SOUTH 40 FEET OF LOTS 6-10, BLOCK 1, A.E. LANE'S ADDITION TO THE TOWN OF MANOR, TRAVIS COUNTY, TEXAS, CONVEYED TO WENKAI CHEN BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2021189596, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. FOR WHICH A MORE PARTICULAR DESCRIPTIONS BY METES AND BOUNDS IS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found with cap(premier) in the west right of way of North Bastrop Street, at the SE corner of that certain 0.2292 acre of land described in Document No. 2021189596, Official Public Records, Travis County, Texas, same being the SE corner of Lot 10, Block 1, A.E. Lane's Addition to the town of Manor, a subdivision in Travis County, Texas, according to the map or plat recorded in Volume 2, Page 223, Plat Records, for the SE corner hereof, and further being in the north line of the 20 foot alley in Block 1;  
THENCE N79°37'24"W, along said alley for a distance of 249.95 feet to a 1/2" iron rod with cap(premier) found at the SW corner of Lot 6, Block 1, for the SW corner hereof, same being in the west line of a 20.00 acre tract conveyed to River City Partners LTD by deed recorded in Document No. 2005128121, Official Public Records;  
THENCE N10°18'08"E along said west line hereof for a distance of 39.94 feet to a 1/2" iron rod with cap (premier) found at the NW corner hereof, also being the south line of a tract conveyed to Walter L. Robinson, being the North 75 feet of lots 6-10, Block 1;  
THENCE S79°37'39"E, crossing through said lots for a distance of 249.99 feet to a 1/2" iron rod with cap(premier) found in the west line of North Bastrop Street, in the east line of Lot 10, for the NE corner hereof, from which point a 1/2" iron rod found at the NE corner of Lot 10 bears N10°15'22"E at a distance of 74.81 feet;  
THENCE S10°21'28"W along the west ROW of North Bastrop Street for a distance of 39.96 feet to the POINT OF BEGINNING of this tract, containing 0.2292 acres of land, more or less.

**OWNER:**  
WENKAI CHEN  
1132 NORTHWESTERN AVE UNIT A  
AUSTIN, TEXAS 78702

**LEGAL DESCRIPTION:**  
0.2292 ACRES OF LAND OUT OF AND A PART OF THE JASPER MANOR SURVEY, CITY OF MANOR, TRAVIS COUNTY, TEXAS, BEING THE SOUTH 40 FEET OF LOTS 6-10, BLOCK 1, A.E. LANE'S ADDITION TO THE TOWN OF MANOR, TRAVIS COUNTY, TEXAS.

PROPOSED 1 RESIDENTIAL LOT  
PREPARATION DATE: JANUARY 17, 2023  
SUBMITTAL DATE: APRIL 27, 2017

RESUBDIVISION OF PORTION OF LOTS 6-10 A.E. LANE'S ADDITION TO THE TOWN OF MANOR  
SHORT FORM FINAL PLAT

State of Texas:  
County of Travis: KNOW ALL PERSONS BY THESE PRESENTS:

THAT I, WENKAI CHEN, OWNER OF 0.2292 ACRES OF LAND OUT OF AND A PART OF THE JASPER MANOR SURVEY, IN THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, BEING THE SOUTH 40 FEET OF LOTS 6-10, BLOCK 1, A.E. LANE'S ADDITION TO THE TOWN OF MANOR, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 2, PAGE 226, PLAT RECORDS, CONVEYED TO ME BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2021189596, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DO HEREBY RESUBDIVIDE SAID 0.2292 ACRES PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 OF THE LOCAL GOVERNMENT CODE, IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, TO BE KNOWN AS:

RESUBDIVISION OF A PORTION OF LOTS 6-10, A.E. LANE'S ADDITION TO THE TOWN OF MANOR

AND DO DEDICATE TO THE PUBLIC FOREVER THE USE OF ALL STREETS AND EASEMENTS SHOWN ON SAID PLAT, THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN ON SAID PLAT, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_

WENKAI CHEN  
1132 NORTHWESTERN AVE UNIT A  
AUSTIN, TEXAS 78702

State of Texas:  
County of Travis:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WENKAI CHEN, KNOWN KNOWN 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, A.D., NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS.

NOTARY: \_\_\_\_\_  
PRINT OR STAMP NAME HERE MY COMMISSION EXPIRES

JURISDICTION

THIS SUBDIVISION IS LOCATED WITHIN THE FULL PURPOSE JURISDICTION OF THE CITY OF MANOR, TEXAS, ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
LAKESHA SMALL, CHAIRPERSON LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
DR. CHRISTOPHER HARVEY, MAYOR LLUVIA T. ALMARAZ, CITY SECRETARY

NOTES:

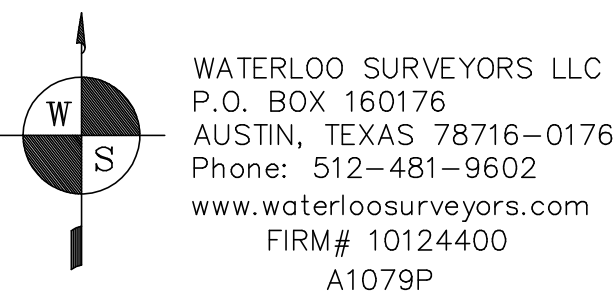
- 1. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF MANOR AND STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF MANOR, WATER AND WASTEWATER DEPARTMENT FOR REVIEW.
- 2. ALL WATER AND WASTEWATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF MANOR.
- 3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF MANOR WATER SUPPLY COMPANY AND TO CITY OF MANOR WASTEWATER SERVICE.
- 4. PRIOR TO CONSTRUCTION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
- 5. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF MANOR FOR REVIEW. RAINFALL RUN-OFFS SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS.
- 6. THE PROPERTY OWNERS OR ASSIGNS SHALL MAINTAIN ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY.
- 7. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
- 8. BUILDING SET-BACK LINES ARE IN CONFORMANCE WITH CITY OF MANOR ZONING REGULATIONS.
- 9. NO PORTION OF THIS TRACT IS IN A FLOOD HAZARD ZONE AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION DEPARTMENT OF HUD FLOOD BOUNDARY MAP AS PER MAP NO. 48453C0485J, TRACT IS IN ZONE X, DATED AUGUST 18, 2014
- 10. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WASTEWATER SYSTEM.
- 11. WATER IS SUPPLIED BY THE CITY OF MANOR.
- 12. THE PROPOSED USAGE IS RESIDENTIAL.
- 13. PLAT WILL REQUIRE A SETBACK VARIANCE.
- 14. PLAT WILL REQUIRE A LOT-WIDTH VARIANCE.
- 15. A SIDEWALK IS NEEDED TO BE PROPOSED ALONG NORTH BASTROP STREET.
- 16. PERFORMANCE AND MAINTENANCE GUARANTEES AS REQUIRED BY THE CITY.

COUNTY CLERK

State of Texas:  
County of Travis:

I, DYANA LIMON-MERCADO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND IT'S CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, A.D. AT \_\_\_\_ O'CLOCK \_\_\_\_ M., DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_ A.D. AT \_\_\_\_ O'CLOCK \_\_\_\_ M., PLAT RECORDS IN SAID COUNTY AND STATE IN DOCUMENT NO. \_\_\_\_\_ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.  
DYANA LIMON-MERCADO, COUNTY CLERK TRAVIS COUNTY, TEXAS

\_\_\_\_\_  
BY DEPUTY



Prepared by the State Bar of Texas for use by lawyers only. Reviewed 1-1-76. Revised to include grantee's address (art. 6626, RCS) 1-1-82.

FEB 16 83 2255

WARRANTY DEED

3-10 6028

THE STATE OF TEXAS  
COUNTY OF TRAVIS

} KNOW ALL MEN BY THESE PRESENTS:

That Johannie Mae Fisher

of the County of Travis and State of Texas for and in consideration of the sum of Ten (\$10.00) Dollars and the payment of real property taxes, and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Barbara Hutchins, whose address is 4804 B Hillspring Circle, Austin, Texas 78721 of the County of Travis and State of Texas, all of the following described real property in Travis County, Texas, to-wit:

The South Forty (40) feet of Lots 6-10, Block 1, A. E. LANE ADDITION, an addition in Travis County, Texas, according to the plat recorded in Volume 2, Page 223, Plat Records, Travis County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee her heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to all easements, covenants, restrictions and conditions of record pertaining to the above described property, as recorded in the office of the Travis County Clerk.

Grantor warrants that the above described property is her sole and separate property, acquired by descent and distribution from her mother, Carrie Sorrells.

EXECUTED this 16th day of February, A.D. 19 83

Johannie Mae Fisher  
Johannie Mae Fisher

DEED RECORDS  
Travis County, Texas

7996 320

Mailing address of each grantee:

Name: Barbara Hutchins  
Address: 4804 B Hillspring  
Austin, TX 78721

Name:  
Address:

3-10 6029

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the  
by Johnnie Mae Fisher

16<sup>th</sup> day of February, 19 83

*Cheryl D. Melrose*  
*Cheryl D. Melrose*

My commission expires:

NOTARY SEAL

*May 28, 1985*

Notary Public, State of Texas  
Notary's printed name:

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the  
by

day of , 19

My commission expires:

Notary Public, State of Texas  
Notary's printed name:

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the  
by  
of  
a corporation, on behalf of said corporation.

day of

My commission expires:

Notary Public, State of Texas  
Notary's printed name:

AFTER RECORDING RETURN TO:

Barbara Hutchins  
4804 B Hillspring  
Austin, TX 78721

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this Instrument was FILED on the  
state and at the time stamped hereon by me; and was duly  
RECORDED, in the Volume and Page of the named RECORDS  
of Travis County, Texas, as stamp hereon by me, on

FEB 17 1983



*Loris D. Hampshire*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

7996

321



to a grade parallel with the longitudinal street grade, and the ground elevation at the right-of-way line shall be not more than two (2) feet, nor less than three (3) inches above the elevation of the top of the adjacent curb. Landing walks of a width not less than eighteen (18) inches may be installed abutting the rear of the curb.

Sec. 6.5 LOTS: Standards that apply to residential lots follow.

6.501. Lot Size: All lots within subdivisions within the jurisdiction of this Ordinance, both inside and outside the City, shall meet the following conditions:

A. The depth of any lot shall not exceed three (3) times the average of the front lot and rear lot dimensions.

B. The minimum area of any lot shall be not less than seventy five hundred (7,500) square feet. For lots not to be served by sanitary sewer, where results of a percolation test prescribed by the Travis County Health Officer deems the minimum lot area insufficient, the City shall require additional area sufficient to accommodate the sanitary facilities deemed necessary by the Travis County Health Officer; provided that if the lot is within an area officially designated commercial by the City Council, then, such lot size shall be adequate to meet anticipated needs.

C. Corner lots shall have a minimum width of seventy-five (75) feet.

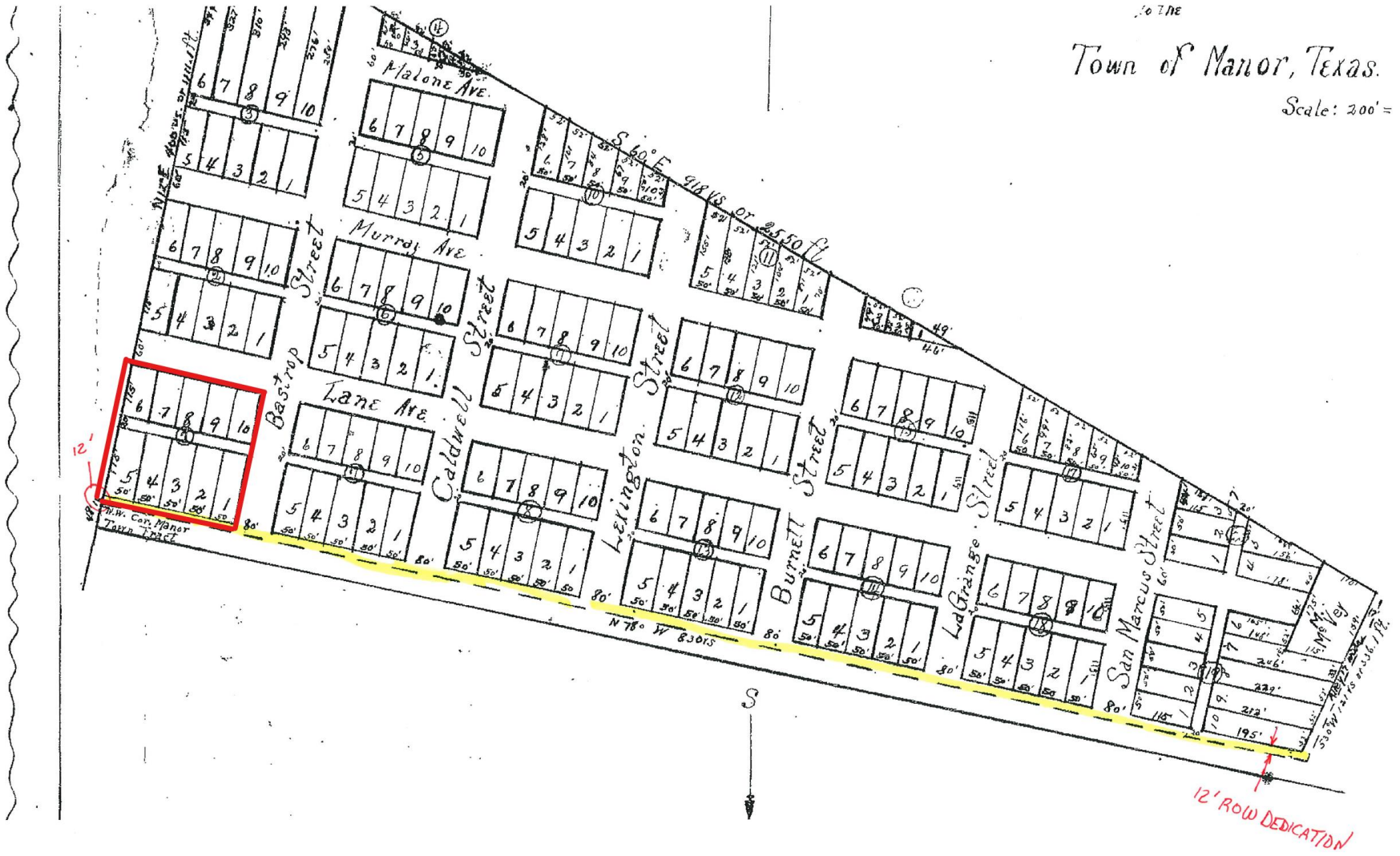
D. Minimum usable lot depths for lots backing on natural drainage easements shall be not less than one hundred (100) feet measured between front lot line and drainage easement.

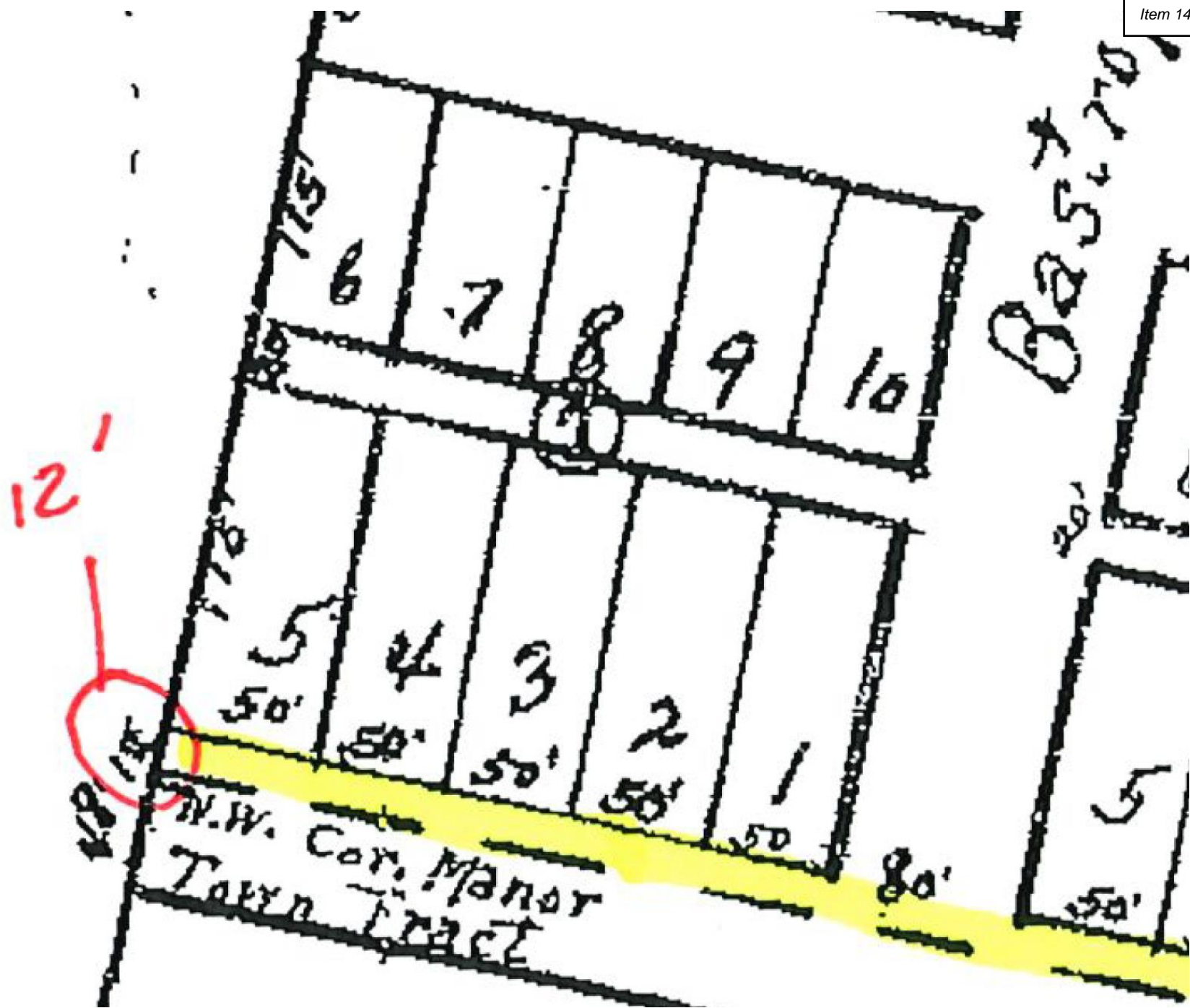
6.502. Lot Facing:

A. Street Frontage: Each lot shall be provided with the minimum frontage on an existing or proposed public street required by the Zoning Ordinance.

A.E. LANE ADDITION PLAT MAP

Town of Manor, Texas.  
Scale: 200' = 1 inch.







1500 County Road 269  
Leander, TX 78641

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

Date: Thursday, April 6, 2023

Katherine Chen  
SAVVY ATX REALTY LIMITED LIABILITY COMPANY  
100 Congress AVE STE 2000, Austin TX 78701  
Austin TX 78701  
katherine.chen@savvytech.us

Permit Number 2023-P-1522-SF  
Job Address: 707 Bastrop, Manor, TX. 78653

Dear Katherine Chen,

The first submittal of the 707 Bastrop St Short Form Final Plat (*Short Form Final Plat*) submitted by SAVVY ATX REALTY LIMITED LIABILITY COMPANY and received on April 19, 2023, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B.

### **Engineer Review**

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

1. Note: Submit the short form final plat as one PDF, not individual sheets.
2. Will the water be supplied by Manville or City of Manor? Notes 3 and 11 are contradicting. If water is supplied by Manville, provide documentation that this has been approved by Manville.
3. Provide X and Y coordinates for four (4) property corners, using the state plane coordinate system.
4. Provide the location of building setback lines, as required by the City's Zoning Ordinance and indicated by dashed lines on the plat, and the location, dimensions, and descriptions of all required easements within the subdivision, intersecting, or contiguous with its boundaries or forming such boundaries. As per Manor Code of Ordinance Chapter 14 Section 14.02.007
5. A sidewalk is needed to be proposed along North Bastrop Street, if you have any questions you can defer to Scott Dunlop.
6. Provide the following note "Performance and maintenance guarantees as required by the City".

4/6/2023 12:13:37 PM  
707 Bastrop St Short Form Final Plat  
2023-P-1522-SF  
Page 2

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Tyler Shows  
Staff Engineer  
GBA



# Answers to Engineer Review

Item 14.

April 18, 2023

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

Re: [707 BASTROP ST TX 78653](#)  
Permit Number 2023-P-1522-SF

**Dear Mr. Dunlop,**

We received the review/feedback related to “707 Bastrop St Short Form Final Plat” and revised the project plans accordingly to address the comments noted. Please see the details of our revisions below.

**Engineer Review – Please see our answers in red pen below.**

1. Note: Submit the short form final plat as one PDF, not individual sheets.
  - **Katherine: Done. We combined it to one PDF.**
2. Will the water be supplied by Manville or City of Manor? Notes 3 and 11 are contradicting. If water is supplied by Manville, provide documentation that this has been approved by Manville.
  - **Katherine: The water will be supplied by City of Manor. Please see Notes 3.**
3. Provide X and Y coordinates for four (4) property corners, using the state plane coordinate system.
  - **Katherine: Done. Please see the updates in the PDF, all corners were updated.**
4. Provide the location of building setback lines, as required by the City’s Zoning Ordinance and indicated by dashed lines on the plat, and the location, dimensions, and descriptions of all required easements within the subdivision, intersecting, or contiguous with its boundaries or forming such boundaries. As per Manor Code of Ordinance Chapter 14 Section 14.02.007 \
  - **Katherine: Building setback lines were updated. Per Tyler: “The second part of comment #4 is a standard comment that the City of Manor uses, based on this Short Form Final Plat, since there are already existing utilities in the area (within existing easements) no additional easements are required.”, hence no additional easements are required.**
5. A sidewalk is needed to be proposed along North Bastrop Street, if you have any questions you can defer to Scott Dunlop.
  - **Katherine: Since the sidewalk will be proposed during the construction, we added Notes 15 “15.A SIDEWALK IS NEEDED TO BE PROPOSED ALONG NORTH BASTIROP STIREET.”**
6. Provide the following note “Performance and maintenance guarantees as required by the City”.
  - **Katherine: Done. Please see Notes 16. “16: PERFORMANCE AND MAINTENANCE GUARANTEES AS REQUIRED BY THE CITY.”**

Please let me know if you have any questions.  
Respectfully,



Katherine Chen  
Savvy ATX Realty



1500 County Road 269  
Leander, TX 78641

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

Date: Monday, May 15, 2023

Katherine Chen  
SAVVY ATX REALTY LIMITED LIABILITY COMPANY  
100 Congress AVE STE 2000, Austin TX 78701  
Austin TX 78701  
katherine.chen@savvytech.us

Permit Number 2023-P-1522-SF  
Job Address: 707 Bastrop, Manor 78653

Dear Katherine Chen,

We have conducted a review of the final plat for the above-referenced project, submitted by Katherine Chen and received by our office on April 19, 2023, for conformance with City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A, Article II, Section 24. The Plat appears to be in general compliance with City Ordinance requirements and we, therefore, take no exception to their approval as presented. Please submit TWO (2) mylar copies of the final plat along with a current tax certificate and a check made out to Travis County for the filing fees to the City of Manor for signatures. One mylar is for City records and the other is for Travis County.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance. Please call if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Pauline M. Gray". The signature is fluid and cursive.

Pauline Gray, P.E.  
Lead AES  
GBA



5/31/2023

## City of Manor Development Services

# Notification for a Subdivision Short Form Final Plat

Project Name: 707 Bastrop St Short Form Final Plat  
 Case Number: 2023-P-1522-SF  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Subdivision Short Form Final Plat for 707 Bastrop St, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Short Form Final Plat for one (1) lot on .23 acres, more or less, and being located at 707 Bastrop St, Manor, TX.**

***Applicant: SAVVY ATX REALTY LIMITED LIABILITY COMPANY***

***Owner: Wenkai Chen***

The Planning and Zoning Commission will meet at 6:30PM on 6/14/2023 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 Subdivision Short Form Final Plat 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

MARTINEZ ORALIA  
1301 CHICON ST 303  
AUSTIN TX 78702-2154

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

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

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

ECKART STEPHEN  
PO BOX 170309  
AUSTIN TX 78717-0019

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

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

ROMERO RONALDO & ANTONIA  
5808 HERON DR  
BUDA TX US 78610

FORREST DELORES M  
3262 KESTRAL WAY  
SACRAMENTO CA 95833-9616

LOZANO BENJAMIN KEEF  
8005 Briarwood Ln  
Austin TX 78757-8111

SEPECO  
PO BOX 170309  
AUSTIN TX 78717-0019

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

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

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

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

GARCIA EDWARD  
PO BOX 452  
MANOR TX 78653-0452

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

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

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

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

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





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

First Reading: Consideration, discussion, and possible action on an Ordinance rezoning two (2) lots on .297 acres, more or less, at 108 W Boyce & 104 W Boyce St., Manor, TX from Single Family (SF-1) to Downtown Business (DB).  
*Applicant: Jiwon Jung*  
*Owner: Build Block*

**BACKGROUND/SUMMARY:**

The property at 108 W. Boyce was previously requested to be rezoned to Downtown Business by the same applicant. At the February 8<sup>th</sup> P&Z meeting, discussion was held and the rezoning request for 108 W. Boyce was recommended for denial due to the lot’s small size and the remaining single family home at 104 W. Boyce between 108 W. Boyce and 109 N. Lexington. The City Council also denied the request for 108 W. Boyce for the same reasons. The applicant has purchased the lot at 104 W. Boyce to alleviate the prior concerns as the property is now larger and there won’t be a single family residence between two commercial/mixed-use developments.

The applicant has provided a conceptual layout of 3-story mixed-use building for the property. Downtown Business zoning is consistent with the area’s designation in the Comprehensive Plan’s Future Land Use Map as Downtown Mixed-Use. A combination of on-site and off-site (street) parking is envisioned.

P&Z did not have quorum at their 6/14 to provide a recommendation. The item will be placed on P&Z July 12<sup>th</sup> meeting for public hearing and consideration.

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

- Ordinance
- Letter of Intent
- Rezoning map
- Aerial Image
- Conceptual Site Plan
- FLUM
- Downtown Mixed-Use Dashboard
- Public Notices and Labels

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council postpone the first reading of an Ordinance rezoning two (2) lots on .297 acres, more or less, at 108 W Boyce & 104 W Boyce St., Manor, TX from Single Family (SF-1) to Downtown Business (DB) to July 19<sup>th</sup>.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
			<b>X – no quorum</b>

**ORDINANCE NO.**

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

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

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

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

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

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

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

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

**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.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 21<sup>st</sup> day of June 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of July 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**ORDINANCE NO.**

**Page 3**

**EXHIBIT "A"**

Property Address:  
104-108 West Boyce Street, Manor, TX 78653

Property Legal Description 104 West Boyce Street:

Being the west one-half (1/2) of Lot 16, 17 and east one-half (1/2) of Lot 18, Block 29, Town of Manor

Property Legal Description 108 West Boyce Street:

Being the west one-half (1/2) Lot 18, 19, and 20, Block 29, Town of Manor

May. 15, 2023

Development Services  
City of Manor  
105 E Eggleston Street  
Manor, TX 78653

## Letter of Intent for Rezoning

**Project Address: 104 Boyce St, Manor, TX 78653**

**Property ID: 238661**

**Legal Description: W 1/2 OF LOT 16, 17 & E 1/2 OF LOT 18 BLK 29 MANOR TOWN OF**

The property owner seeks to rezone the 0.165-acre lot located at 108 W Boyce St, Manor, TX 78653 from SF-1(Single Family Suburban) to DB (Downtown Business).

Manor city is planning to expand its central commercial area to revitalize the city and improve the quality of life of adjacent residential areas. To keep up with that idea, dense development of urban areas, especially divided into Downtown Mixed-Use uses including the site, will be required. However, the subject site, which is in the Downtown Mixed-Use area, is currently designated as an SF-1(Single Family Suburban) zone, and only low-density development is possible, which is not in line with Manor city's urban planning. In this situation, I hope that we can create a dense commercial and residential community to meet the idea of Manor city planning, through this zoning change.

As a large multi-family and mixed-use development project such as Manor Crossing Project is planned, the owner seeks an opportunity to respond to the population growth. Rezoning this tract will allow providing opportunities for cultural diversity and commercial growth. The property currently sits along West Boyce Street as a cross lot being DB-zoned parcel. I believe that rezoning the subject tract as proposed will not alter or impair the adjacent uses/properties.

I appreciate your consideration of the proposed rezoning application for approval and will be available to answer questions you might have regarding this matter. Please do not hesitate to email with your questions and comments.

Sincerely,

Jiwon Jung  
CEO of Build Block Inc.  
2700 E 2nd St  
Los Angeles, CA 90033



May. 15, 2023

Development Services  
City of Manor  
105 E Eggleston Street  
Manor, TX 78653

## Letter of Intent for Rezoning

**Project Address: 108 W Boyce St, Manor, TX 78653**

**Property ID: 238660**

**Legal Description: W 1/2 OF LOT 18,19-20 BLK 29 MANOR TOWN OF**

The property owner seeks to rezone the 0.165-acre lot located at 108 W Boyce St, Manor, TX 78653 from SF-1(Single Family Suburban) to DB (Downtown Business).

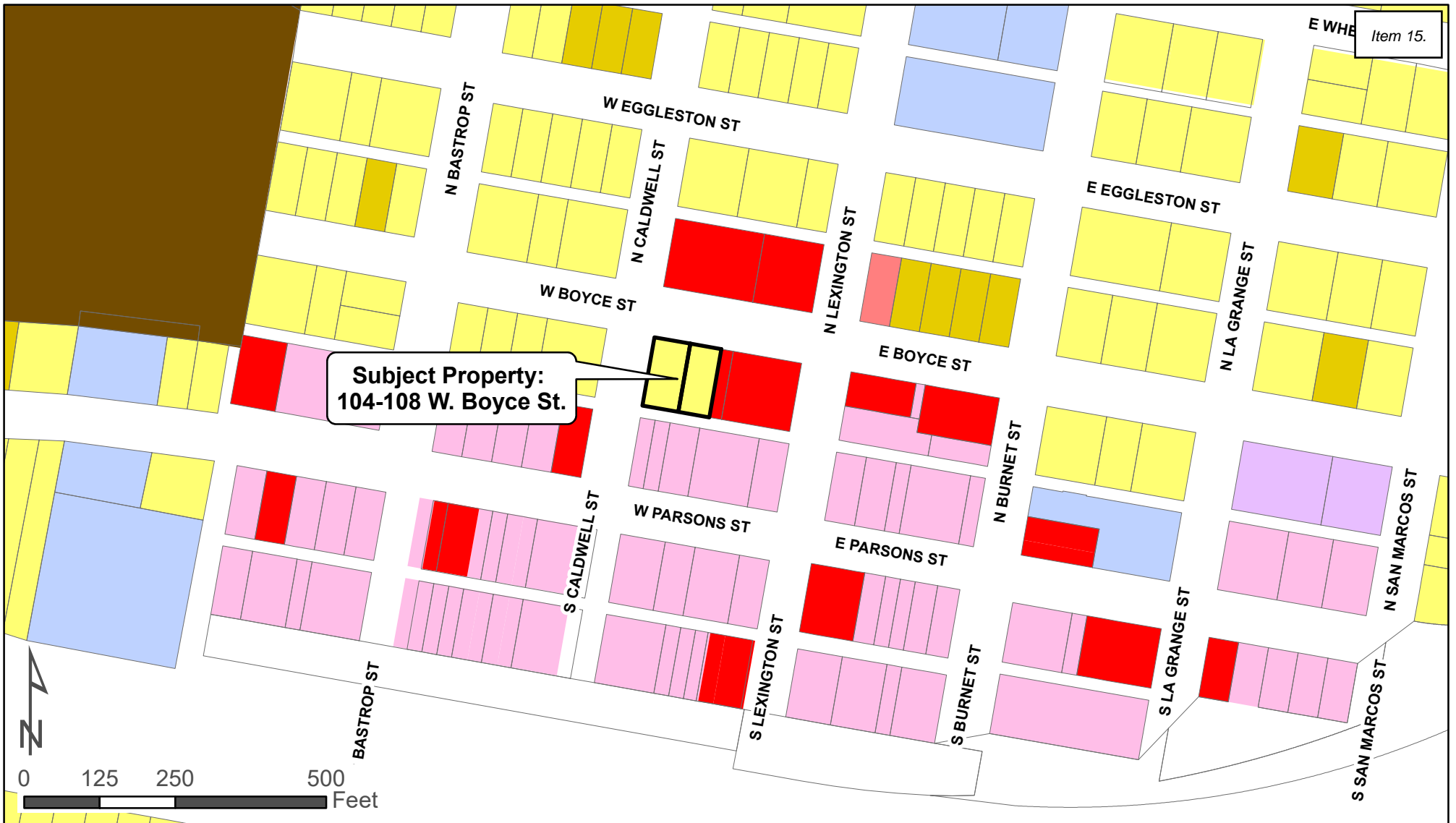
Manor city is planning to expand its central commercial area to revitalize the city and improve the quality of life of adjacent residential areas. To keep up with that idea, dense development of urban areas, especially divided into Downtown Mixed-Use uses including the site, will be required. However, the subject site, which is in the Downtown Mixed-Use area, is currently designated as an SF-1(Single Family Suburban) zone, and only low-density development is possible, which is not in line with Manor city's urban planning. In this situation, I hope that we can create a dense commercial and residential community to meet the idea of Manor city planning, through this zoning change.

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Sincerely,

Jiwon Jung  
CEO of Build Block Inc.  
2700 E 2nd St  
Los Angeles, CA 90033



**Subject Property:**  
104-108 W. Boyce St.

Item 15.



**Current:**  
Single Family Suburban (SF-1)

**Proposed:**  
Downtown Business (DB)

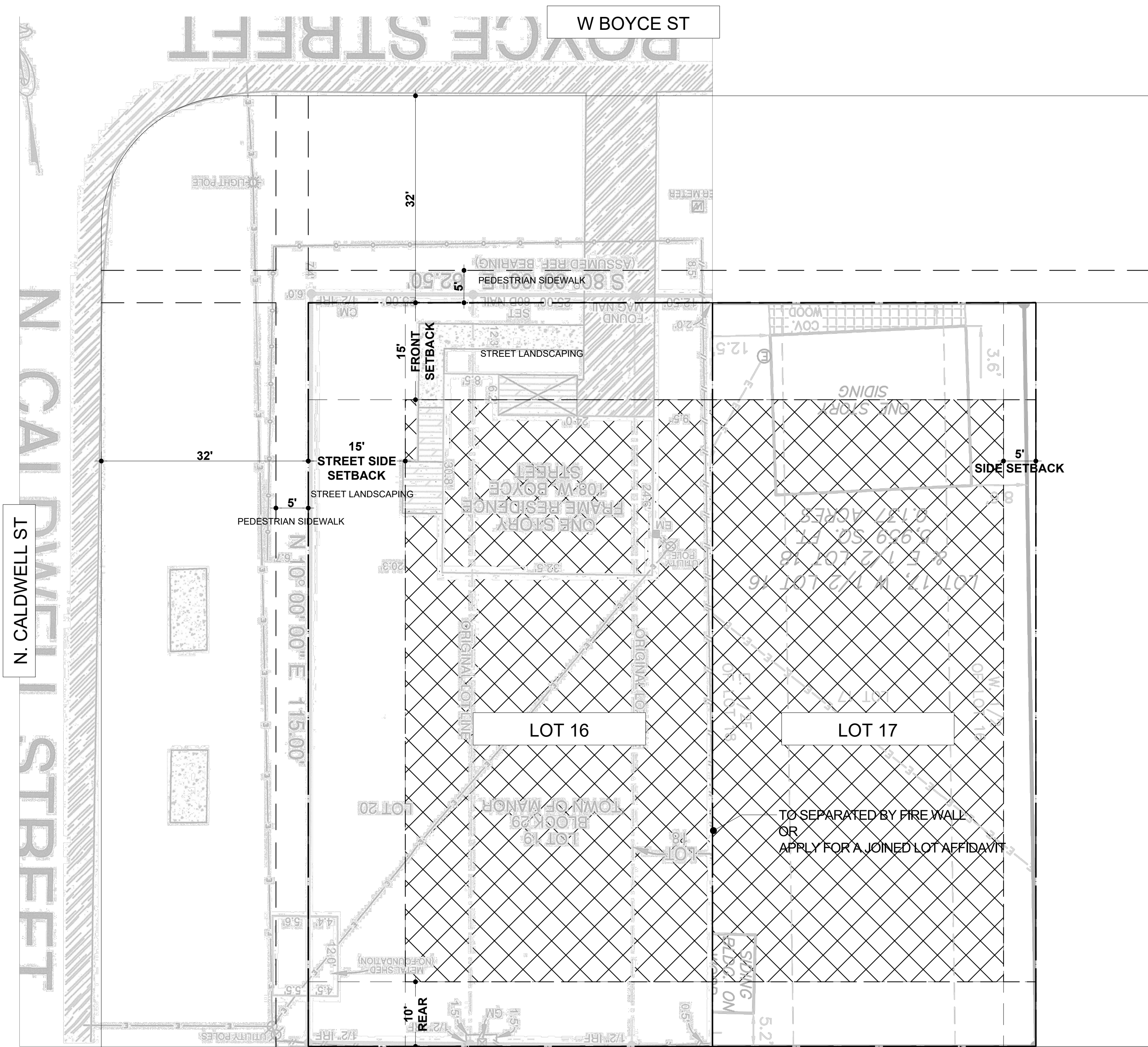
**Zone**

- 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









— — — PROPERTY LINE  
 [Cross-hatch symbol] BUILDABLE AREA (64% LOTS)

**A** (N) BUILDABLE AREA  
 SCALE = 3/32" = 1'-0"

**SITE INFORMATION - 108 BOYCE**

Site Address: 108 W Boyce St, Manor, TX 78653  
 Block: 29  
 Legal Description: W 1/2 of lot 18, 19-20 BLK 29 Town of Manor  
 Lot Size: 0.165 acres (7,187.4 SF)

**SITE INFORMATION - 104 BOYCE**

Site Address: 104 W Boyce St, Manor, TX 78653  
 Block: 29  
 Legal Description: W 1/2 of lot 16, 17 & E 1/2 of lot 18 BLK 29 Town of Manor  
 Lot Size: 0.132 acres (5,749.92 SF)

**BUILDING CODE ANALYSIS (DOWNTOWN BUSINESS)**

Setbacks  
 Front: 15 ft  
 Side: 0 ft with Fire-Rated Walls  
 Rear: 10 ft  
 Street Side: 15 ft  
 Max. Building Height: 60 ft  
 Max. Building Coverage: 95%  
 Minimum Dwelling Size: 500 SF, Historic  
 Max. # of Dwelling Units: 25 per Acre

**PARKING ANALYSIS**

Residential  
 1 1/2 Required for 1-Bedroom unit  
 2 Required for each 2-Bedroom unit  
 2 1/2 Required for 3+ Bedroom unit  
 - 10% of total spaces for guests  
 Commercial  
 1 per 250 square feet

OWNER: BUILD BLOCK  
 PROJECT ADDRESS: 108, 104 W BOYCE ST, MANOR, TX 78653  
**MIXED-USE DEVELOPMENT**

REVISION TABLE

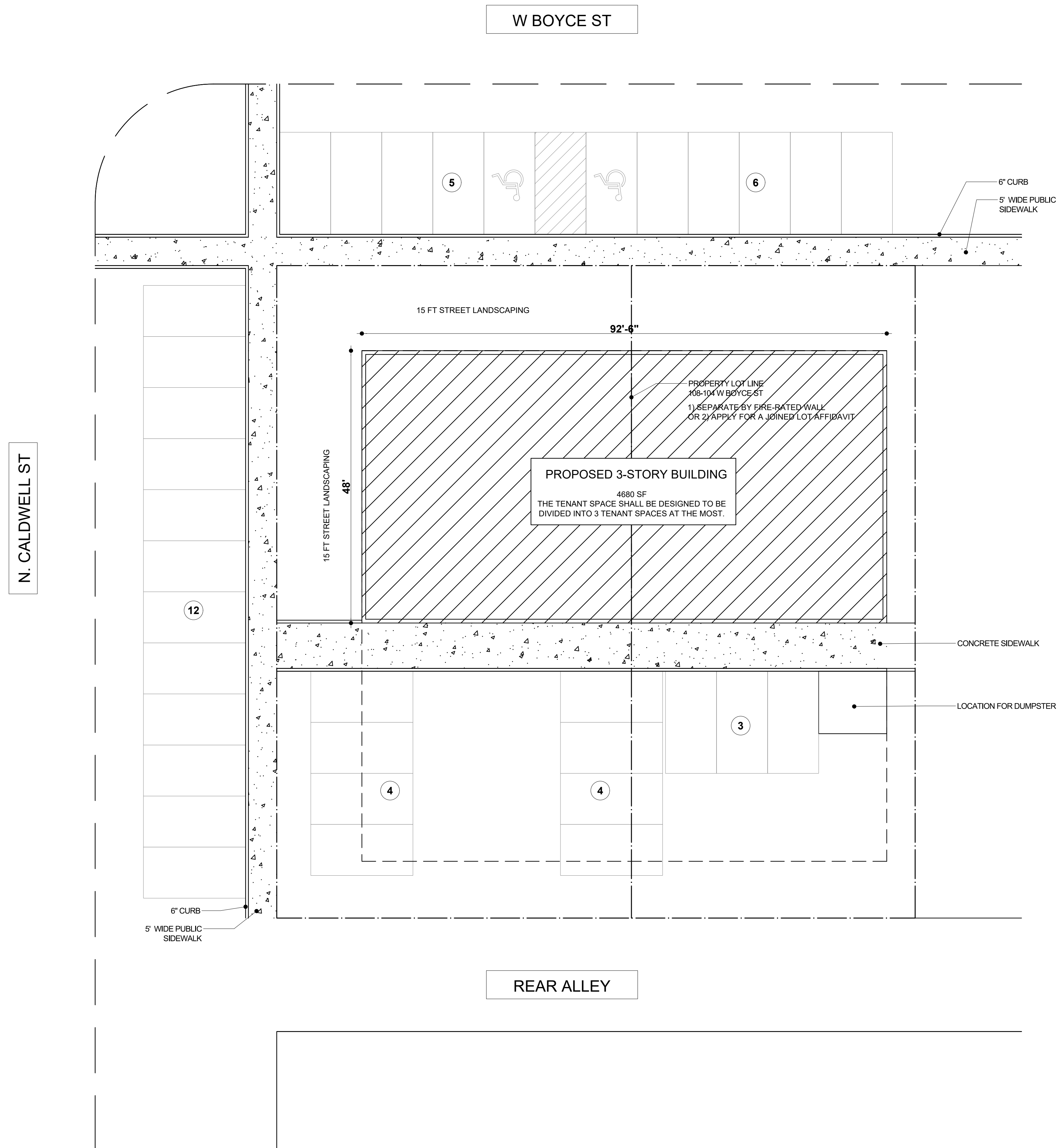
Number	Date	Description
1	MAY 22, 2023	REZONING APPLICATION

PROJECT # : 21036101 - 2  
 PLOT DATE : 2023 / 05 / 22  
 DRAWN BY : JIWON JUNG  
 CHECKED BY : JIWON JUNG

ALL IDEAS, ARRANGEMENTS AND DESIGN CONCEPTS ARE PROPRIETARY TO JIWON JUNG AND SHALL NOT BE USED OR REPRODUCED IN PART OR IN WHOLE WITHOUT THE EXPRESS PERMISSION IN WRITING BY JIWON JUNG.

**PROJECT SUMMARY**

**A-0.0**



### ARTICLE 15.02 - PARKING STANDARDS

USE	# OF PARKING SPACES	REQUIRED	PROVIDED
RESIDENTIAL - MULTI-FAMILY	1 & 1/2 SPACE FOR EACH 1-BEDROOM UNIT	6	15
	2 SPACES FOR EACH 2-BEDROOM UNIT	8	
RETAIL SALES	ONE SPACE FOR EACH 250 SF OF RETAIL FLOOR AREA	19	19
<b>TOTAL</b>		<b>34</b>	<b>35</b>

**A** GROUND FLOOR PLAN (COMMERCIAL)  
SCALE = 3/32" = 1'-0"

OWNER: BUILD BLOCK  
PROJECT ADDRESS: 108, 104 W BOYCE ST, MANOR, TX 78663  
**MIXED-USE DEVELOPMENT**

REVISION TABLE

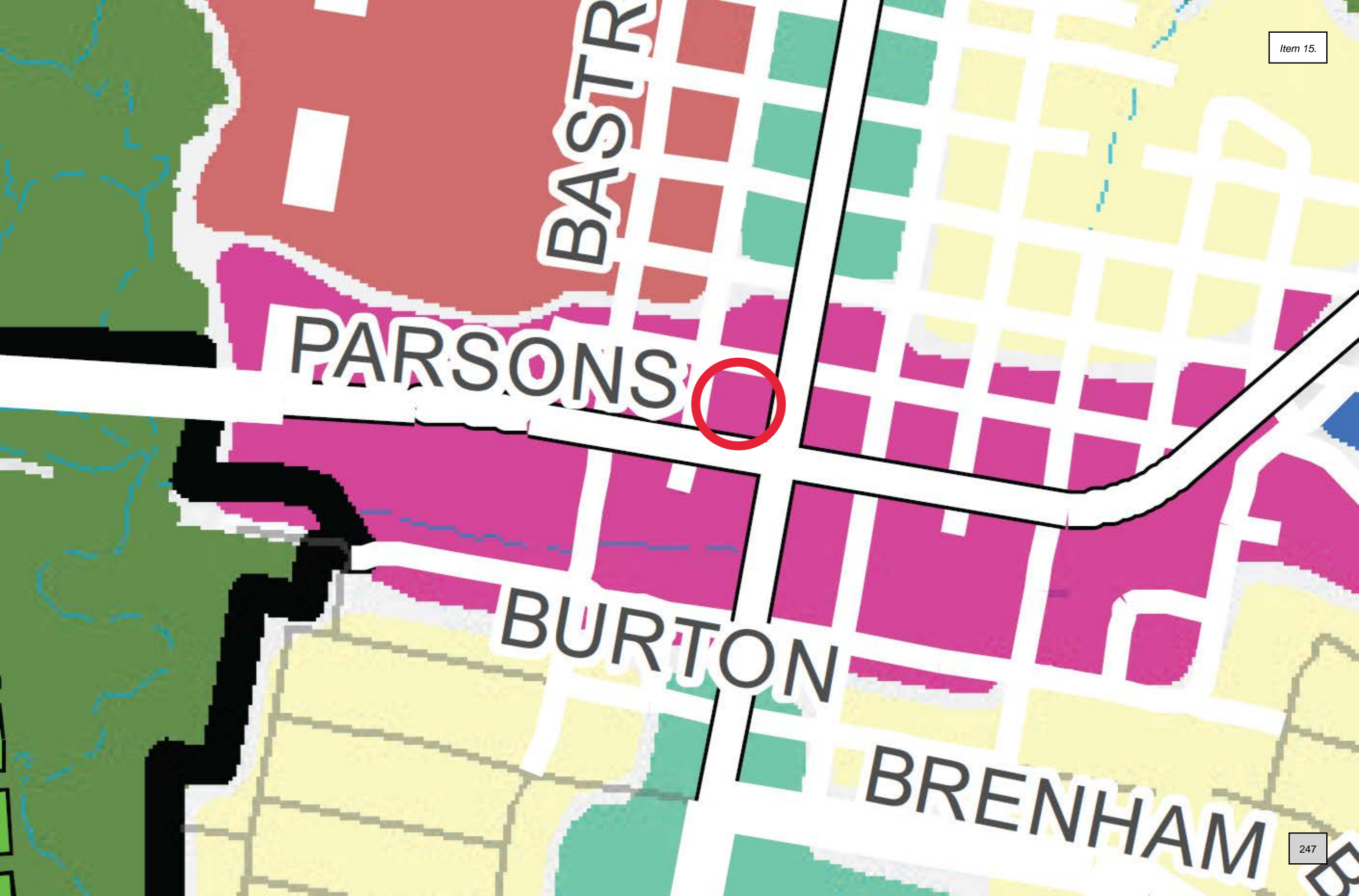
Number	Date	Description
	MAY 22, 2023	REZONING APPLICATION

PROJECT # : 21036101 - 2  
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DRAWN BY : JIWON JUNG  
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PRELIMINARY PLANS

**A- 0.1**





PARSONS

BASTR

BURTON

BRENHAM



## DOWNTOWN MIXED-USE

Downtown Mixed-Use is intended for the residential, commercial, business, and office uses that line the Old Highway 20 corridor and adjacent streets, including the traditional downtown shopping district of Manor.

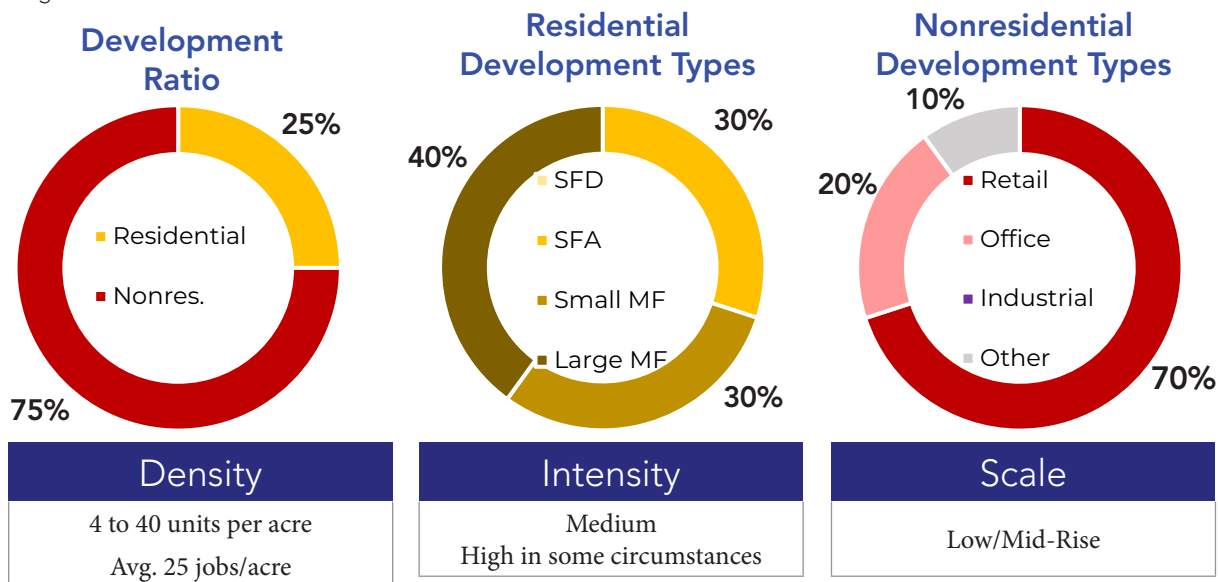
Not only is this area currently a mixed-use environment currently, but it is envisioned to see a strong reinvention via more density and a higher mix of uses in the future. This area should be designed to accommodate transit, should rail services extend to Manor from Austin. However, even if the rail does not come, a downtown that is comprised of high-density mixed-use development will still bring many opportunities and benefits to the community.

Densities range between 4 and 40 units per acre, although individual sites may achieve higher densities if they are coordinated within the rest of the area, provide superior access to services and amenities, and appropriate compatibility to adjacent uses is provided.

Here, infill development especially presents opportunities for small businesses, unique and dense housing options and potentially even small scale/artisan manufacturing.

The pedestrian environment and experience should be top priority in Downtown and feature public gathering places, active streets, engaging storefronts, and sidewalk cafes. This is the best place in Manor to double down on and invest in creating a sense of place and identity for the community.

Figure 3.10. Downtown Mixed-Use Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered compatible since the intent is to provide retail/services, activity centers and diversified housing to support surrounding neighborhoods and drive community identity/gathering
SFD + ADU	● ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○	
SFA, Townhomes and Detached Missing Middle	● ● ● ○ ○	This can be compatible provided that the overall Downtown Mixed Use area also contains mixed-use urban flex buildings or shopping centers with which this housing product integrates in a manner to promote walkability and transitions; these development types should be located on secondary roads rather than primary thoroughfares within Downtown, as those areas 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 Downtown Mixed Use category; provides for activity centers, retail, services and diverse housing options at a scale compatible with and supportive of surrounding neighborhoods to promote walkability; design should emphasize the pedestrian experience rather than people driving automobiles
Mixed-Use Urban, Community Scale	● ● ● ○ ○	Not generally considered compatible due to incompatible scale with neighborhoods, but can be depending on adjacencies to green space or more intensive uses
Shopping Center, Neighborhood Scale	● ● ● ● ○	While less preferred than a mixed-use urban flex building, the use provides for activity centers, retail and services at a scale compatible with and supportive of surrounding neighborhoods to promote walkability; becomes more compatible if a horizontal approach to mixed-use is deployed, such as inclusion of small apartments nearby or within the same site, or to match the scale of adjacent historic buildings
Shopping Center, Community Scale	● ● ○ ○ ○	Not generally considered compatible due to incompatible scale with Downtown, but can be depending on adjacencies to green space or more intensive uses; may function better on the western and eastern edges of the Downtown Mixed Use area
Light Industrial Flex Space	● ● ○ ○ ○	Not generally considered compatible due to incompatible scale with Downtown, but can be if particularly small-scale and included alongside more appropriate development types, or with integration of a storefront experience. Examples of appropriate uses might include maker spaces, coffee roasting, micro-breweries, and similar businesses
Manufacturing	● ○ ○ ○ ○	Not considered compatible
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.



5/31/2023

## City of Manor Development Services

# Notification for a Rezoning Application

Project Name: 108 W Boyce & 104 W Boyce Rezoning from SF-1 to DB  
 Case Number: 2023-P-1541-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 108 W Boyce & 104 W Boyce St., Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for two (2) lots on .297 acres, more or less, at 108 W Boyce & 104 W Boyce St., Manor, TX from Single Family (SF-1) to Downtown Business (DB).**

***Applicant: Jiwon Jung***  
***Owner: Build Block***

The Planning and Zoning Commission will meet at 6:30PM on June 14, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on June 21, 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)

Behzad Bahrami  
PO Box 82653  
Austin TX 78708

Ramon E Jr Paiz  
PO Box 280  
Manor TX 78653

Marcos & Maria Chavez  
127 Dry Creek Rd  
Unit B Manor TX 78653

Claudie G & Sammie M Young  
PO Box 145  
Manor TX 78653

Juan Jr & Diana E Gerl Vasquez  
PO Box 449  
Manor TX 78653

Monica Ann Castillo  
PO Box 1097  
Manor TX 78653

Veronica Michelle Donley  
204 W. Eggleston St  
Manor TX 78653

Debbie Ann & Darrell Guajardo  
2501 Goforth Rd  
Kyle TX 78640

Helen Casas  
PO BOX 223  
Manor TX 78653

Victor M & Debra B Almaguer  
3209 Ray St  
Austin TX 78702

Nora L & Jose A Jr Sanchez  
PO Box 232  
Manor TX 78653

Maria Rocha  
207 W Boyce St  
Manor TX 78653

Jesse & Julia Rocha  
PO Box 1002  
Manor TX 78653

Alfredo, Contreras Renteria, Aurelia  
PO Box 11  
Manor TX 78653

Bradley G & Paula B Bowen  
18109 Whitewater CV  
Round Rock TX 78681

Jesse & Olivia Sanchez  
PO Box 811  
Manor TX 78653

Jose Soto & Maribella, Cortez Gonzalez,  
Jaimes  
14845 Bois Darc LN  
Manor TX 78653

Sepeco  
PO Box 170309  
Austin TX 78717

2017 Manor LLC  
203 W Parsons St  
Manor TX 78653

Barbarita Samudio Sanchez  
PO Box 142  
Manor TX 78653

Jorge Moreno  
4301 Jan St Unit B  
Harlingen TX 78550

Davis Capital Investments LLC  
PO Box 268  
Manor TX 78653

William C Gault  
PO Box 32  
Manor TX 78653

Michael E & Tabatha A Darilek  
PO Box 976  
Manor TX 78653

Virginia Z Cardenas  
PO Box 243  
Manor TX 78653

Timothy Mack Sherrod  
2705 Taft Blvd  
Wichita Falls TX 76308

120 East Boyce Street LLC  
1004 Meriden Ln  
Austin TX 78703

Ernesto Suarez  
14121 Bois D Arc Ln  
Manor TX 78653

Lundgren Edwin O Estate  
507 Arbors CIR  
Elgin TX 78621

Lopez Mar Lift Estate  
208 West Parsons  
Manor TX 78653



Ringo Ming-Ling, Yu Chi Sun, Wu  
707 Knollwood Dr  
Austin TX 78746

L&L Investment Enterprises LLC  
302 E 32nd St  
Austin TX 78705

Aurelio Jr Ponce  
200 W Parsons St  
Manor TX 78653

Billy C Duett  
Po Box 562  
Manor TX 78653

Maqil Inc  
PO Box 399  
Manor TX 78653

Moein M Hassan  
Po Box 140853  
Austin TX 78714



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on the first reading of a Preliminary Planned Unit Development (PUD) Site Plan for the Okra Tract Development, three hundred and thirty-one (331) lots on 113.4 acres, more or less, and being located at 14418 N. FM 973, Manor, TX.

*Applicant: Sotol Ventures*

*Owner: Dalton Wallace*

### BACKGROUND/SUMMARY:

This Preliminary PUD allows up to 325 single family lots with up to 80% of the lots being 50' and 20% being 60' wide. The minimum lot size is 6,000 (50' x 120') and the minimum dwelling unit size (heated/cooled area) is 1,700 sf.

There are 4.1 acres of C-2 Medium Commercial on FM 973 with certain uses prohibited.

The PUD is consistent with the land use designations in the Comprehensive Plan's Future Land Use Map with Commercial Corridor uses on FM 972 and Neighborhood uses between the commercial and Wilbarger Creek. The PUD is also consistent with the Trails Plan and Thoroughfare Plan in the Comprehensive Plan.

The PUD has 8.8 acres of non-floodplain, non-detention area parkland in three areas and connected by a trail system. The amount of parkland acreage exceeds code requirements by 3.88 acres. Within the parkland, they'll construct a 2-5 year old playground, 5-12 year old playground, minimum 20 stall parking lot, 10,000 sf dog park, minimum 20'x30' pavilion, and a basketball court. These are public amenities but maintained by the HOA.

Additionally, the owner is retaining the floodplain/open space but is dedicating an access easement for a regional trail that will be constructed with this PUD that connects to the Shadowglen trail(s) in the south and Monarch Ranch to the north, as well as internal trails that connect to the proposed Monarch Ranch internal trails. To provide a safe trail crossing across the collector road, a crosswalk with pedestrian-activated flashing lights will be installed.

Staff also recommends that one additional trail connection be made into Shadowglen from the sidewalk trail that extends from Allard Drive to the southern boundary of the Okra Tract.

The PUD also contains two unloaded collector roads that are 64' ROW, one of which is on our Thoroughfare Plan and would be a parallel north-south route to FM 973. This roadway, Silent Falls Way, would extend through Okra and Monarch Ranch, then cross Gregg Lane and extend north through the New Haven and Mustang Valley subdivisions to Anderson Lane ending at Schmidt Lane. Similar to Mustang Valley, New Haven and Monarch Ranch, the collector roads will have a 10' landscaping buffer along them and upgrading subdivision fencing with masonry columns.

TxDOT has provided and the developer has agreed in-lieu of a TIA they will extend the center turn lane from Tinajero to the northern connection of Suncrest with it tapering off past Suncrest. A right turn lane on southbound FM 973 will also be added. No signal is planned. Travis County also waived a TIA as the County roads that are being connected to within Shadowglen are built-out and no further improvements would be required. No existing city roads are being connected to so the city is not requiring a TIA as TxDOT has worked out the necessary mitigations with the developer.

P&Z did not have quorum at their 6/14 to provide a recommendation. The item will be placed on P&Z July 12<sup>th</sup> meeting for public hearing and consideration.

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

- Presentation
- PUD Site Plan
- Rezoning Map
- Aerial Image
- FLUM & Dashboards
- FM 973 Improvement Area
- Collector Road Alignment
- Allard Drive Trail Connection
- Engineer Comments & Acceptance
- Public Notice and Labels

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council postpone the first reading of a Preliminary Planned Unit Development (PUD) Site Plan for the Okra Tract Development, three hundred and thirty-one (331) lots on 113.4 acres, more or less, and being located at 14418 N. FM 973, Manor, TX with an additional trail connection into Shadowglen at Allard Drive to July 19<sup>th</sup>.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None X – no quorum</b>
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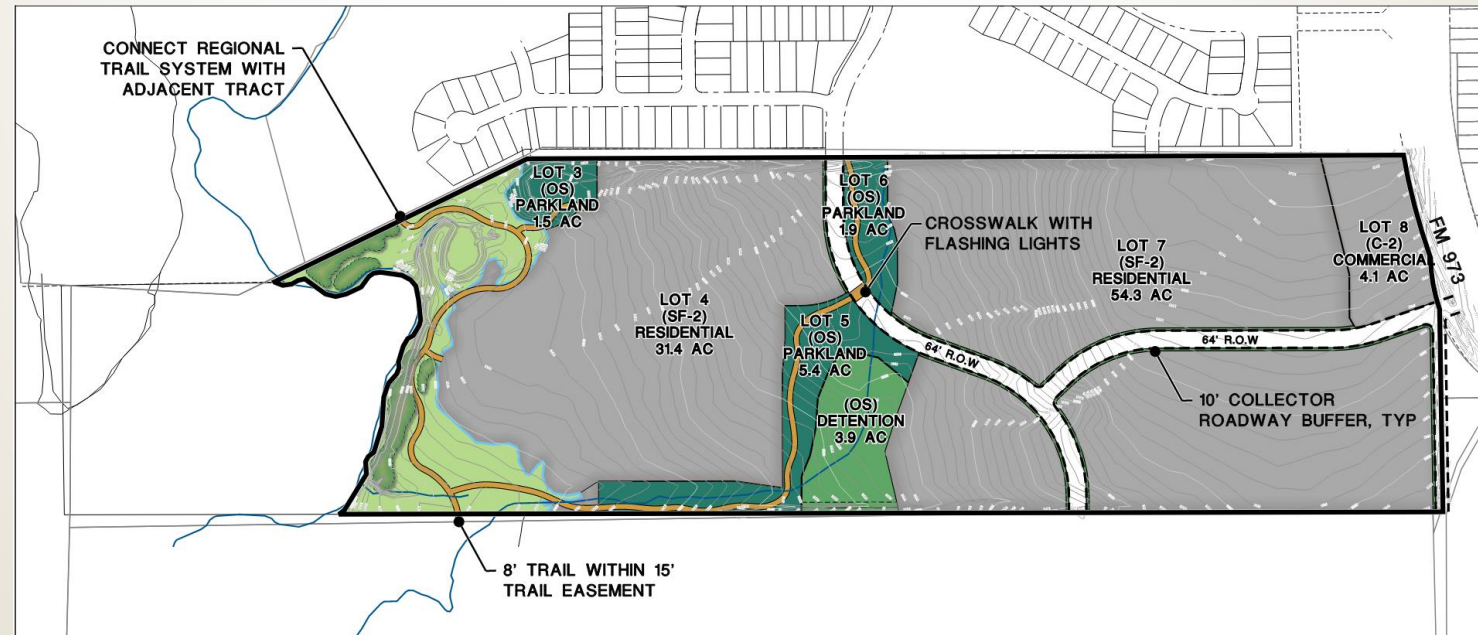


# OKRA

Located off FM 973

# OKRA

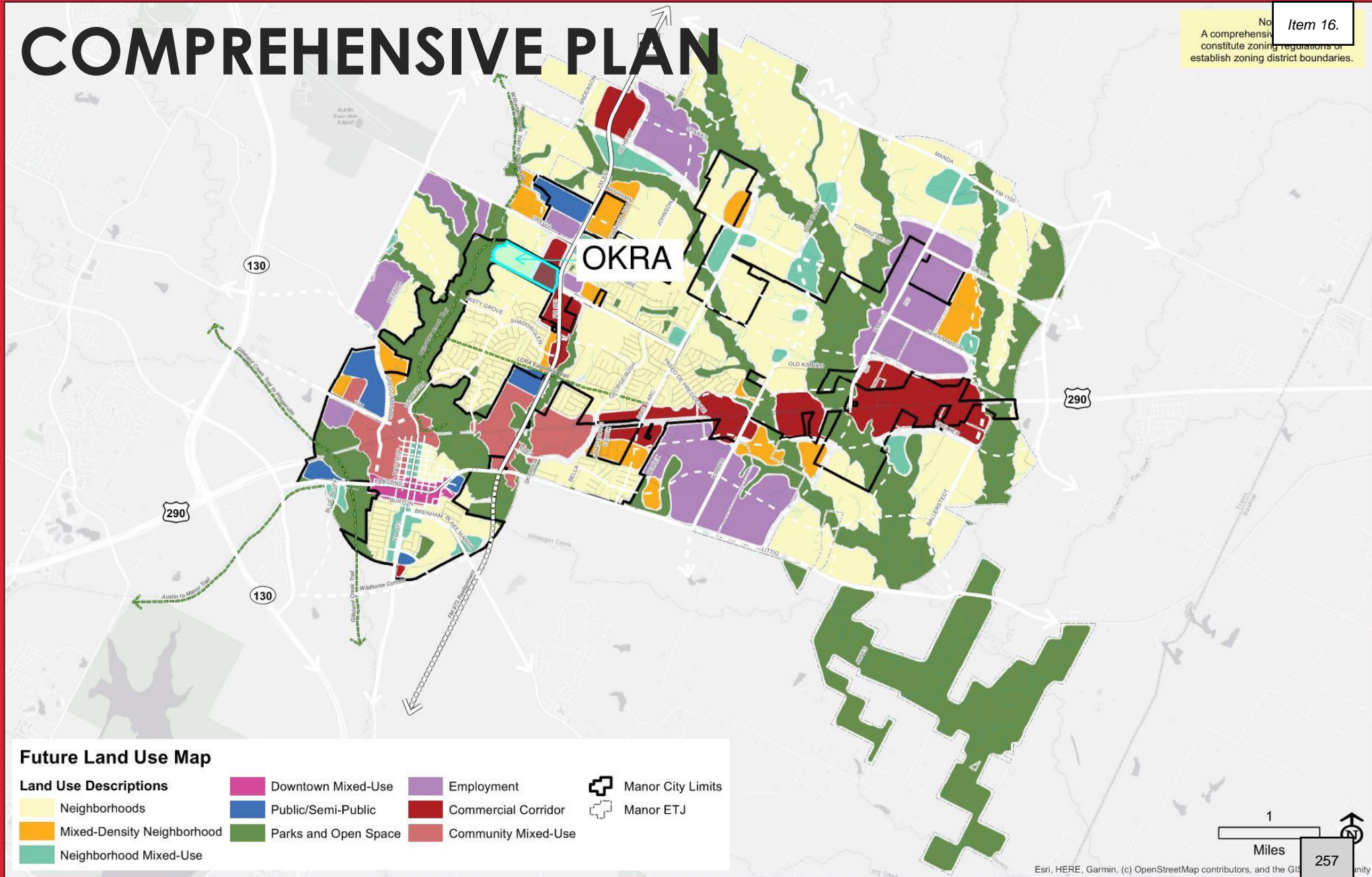
- 113.415 acres
- Currently zoned C2
- Proposed mix-use development with commercial and residential





# COMPREHENSIVE PLAN

Item 16.  
No  
A comprehensive  
constitute zoning regulations or  
establish zoning district boundaries.



## Future Land Use Map

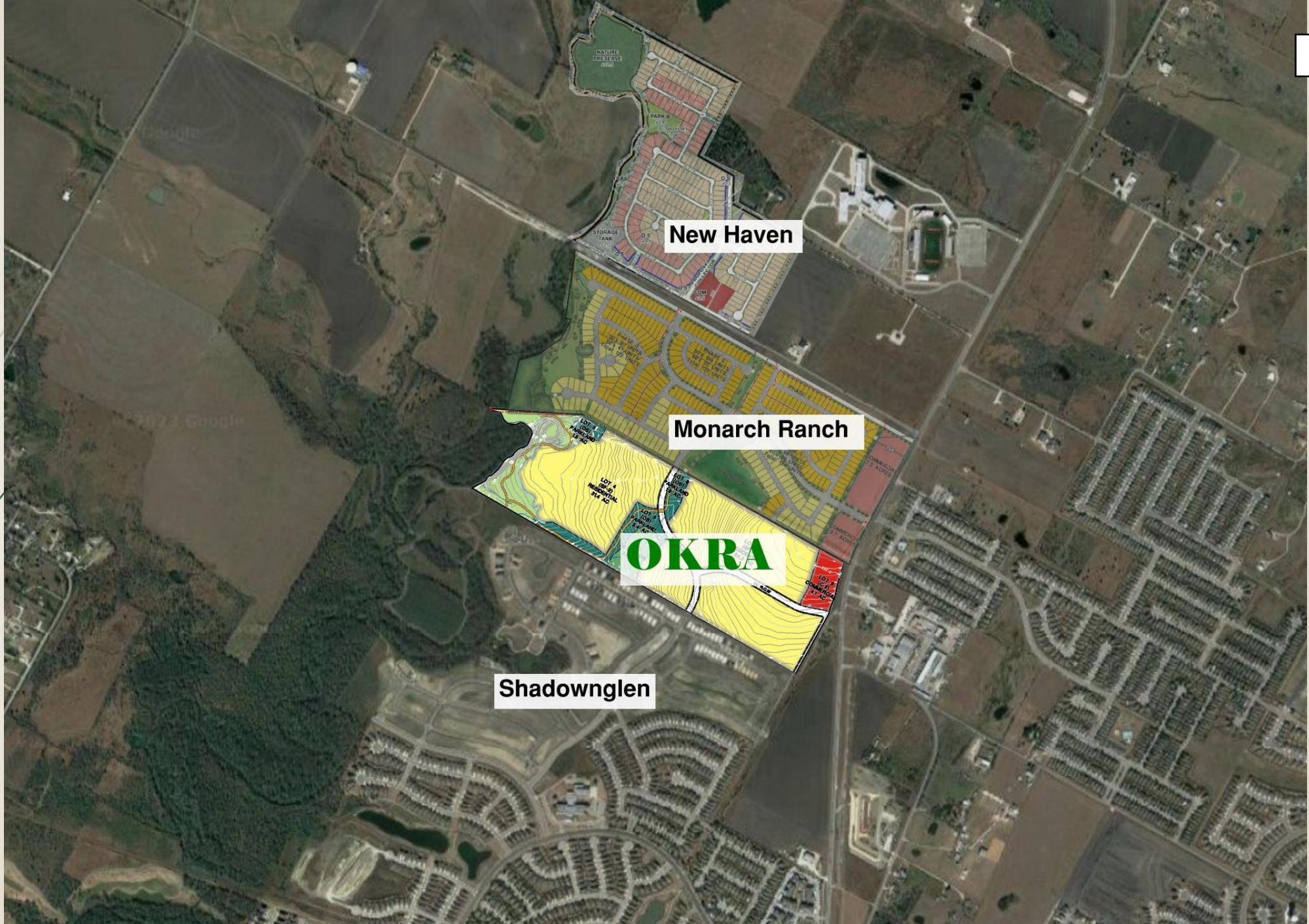
### Land Use Descriptions

- Neighborhoods
- Mixed-Density Neighborhood
- Neighborhood Mixed-Use
- Downtown Mixed-Use
- Public/Semi-Public
- Parks and Open Space
- Employment
- Commercial Corridor
- Community Mixed-Use

- Manor City Limits
- Manor ETJ



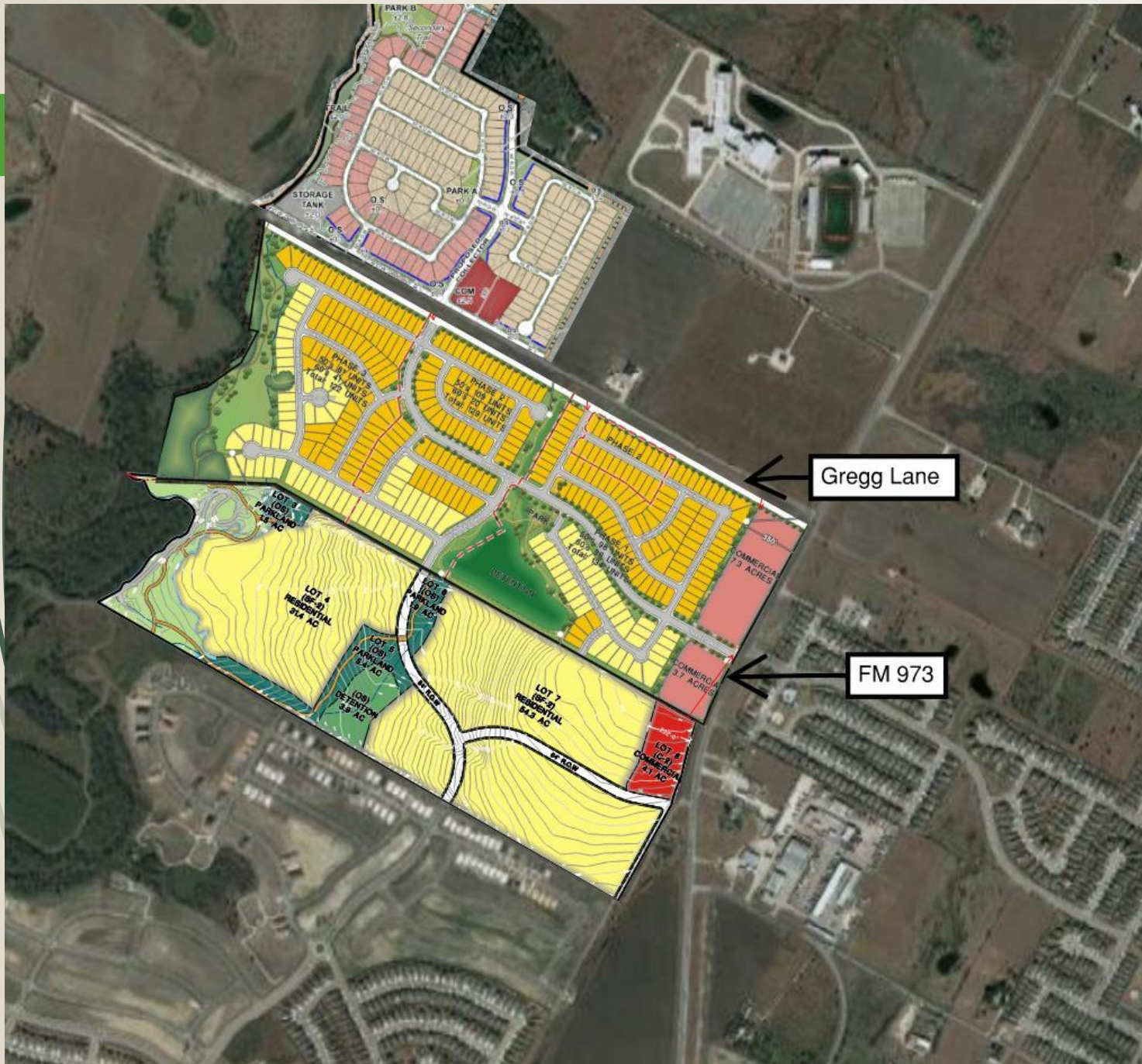






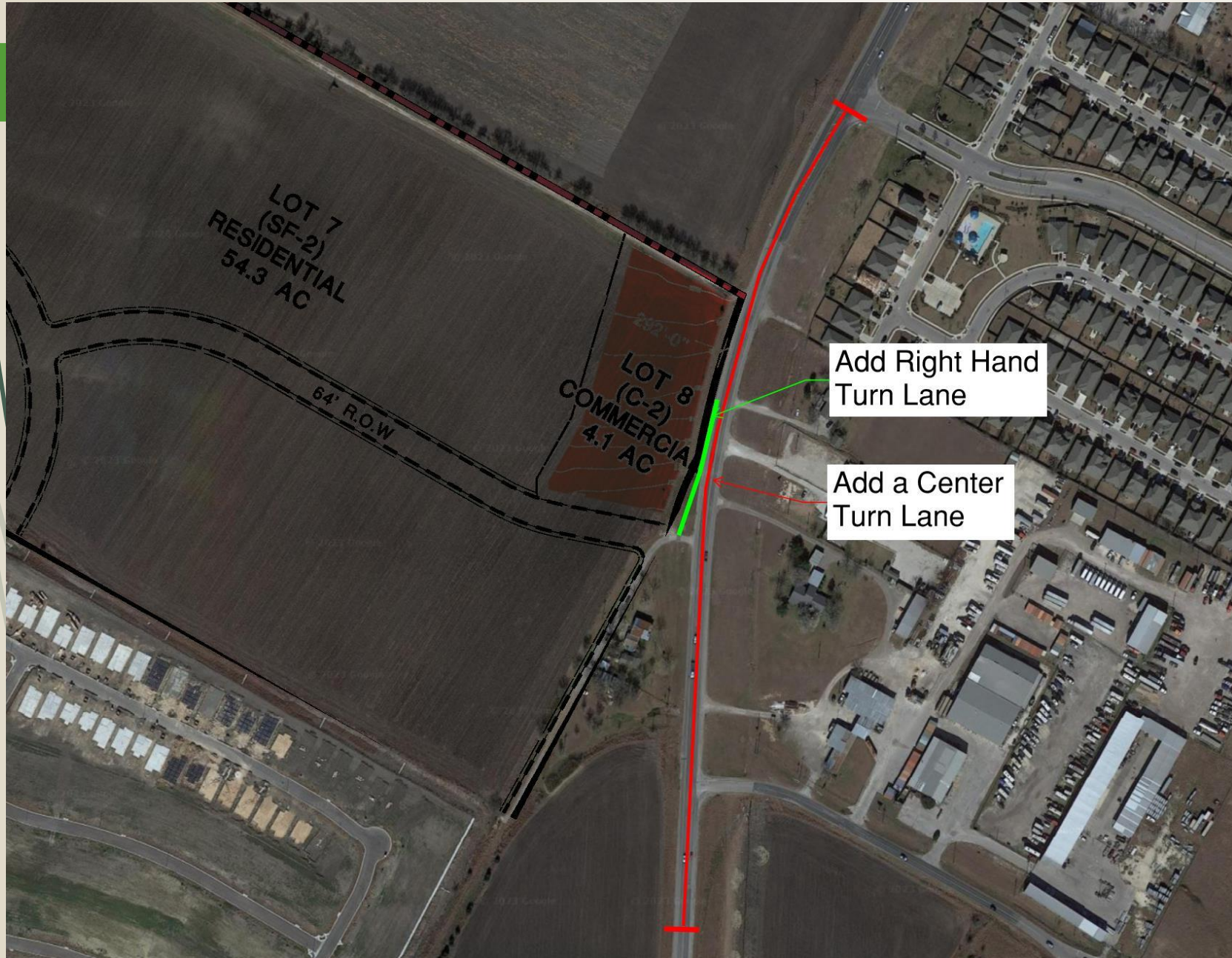
# INTERNAL ROAD IMPROVEMENTS

- ▶ 64' Silent Falls Way collector road from Shadowglen to New Haven
- ▶ 64' collector road entrance off FM 973





# EXTERNAL ROAD IMPROVEMENTS



- Extend the Center Lane that ends at Tinajero Way past Suncrest
- Add a Right Hand Turn Lane into OKRA

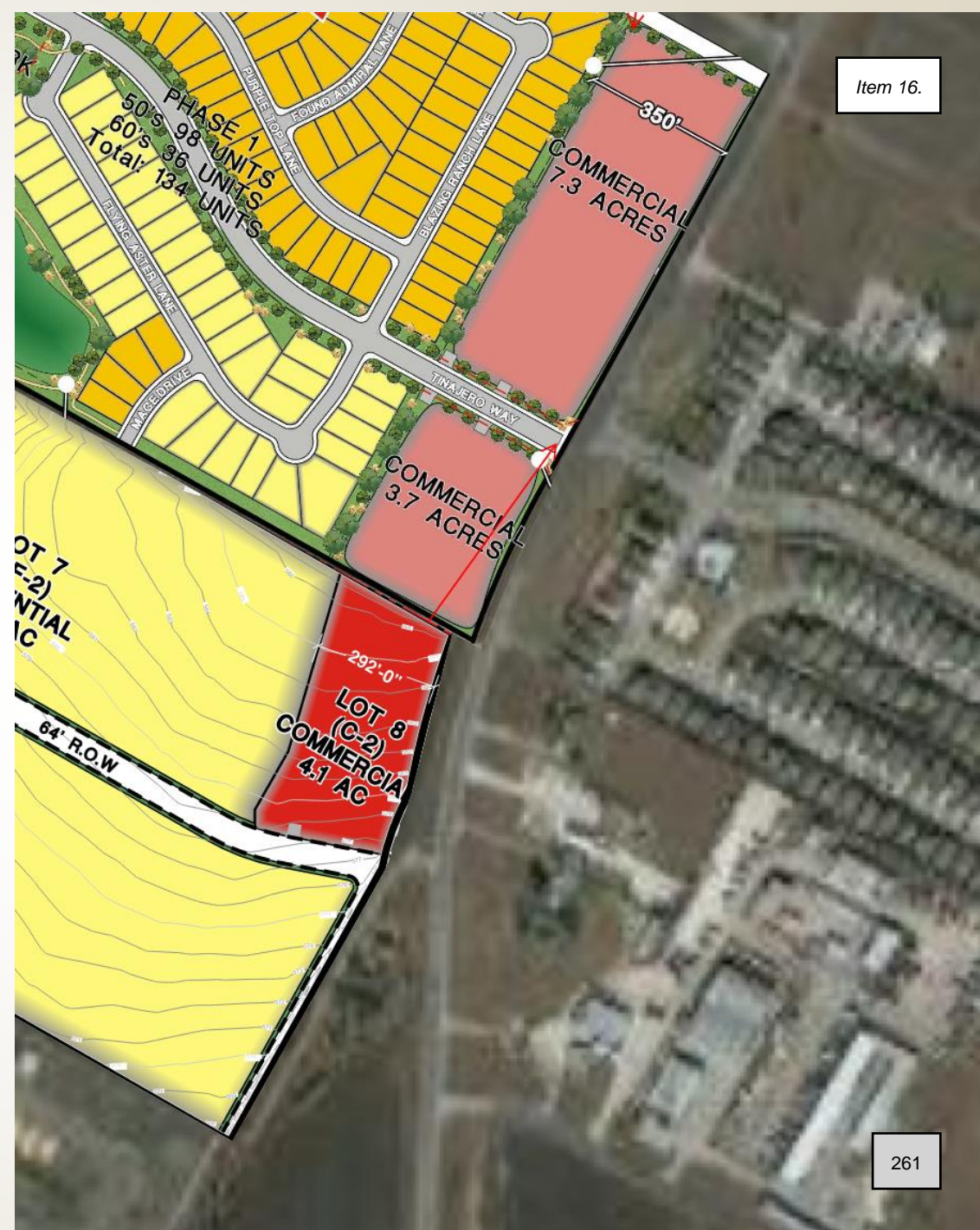


# COMMERCIAL – C2

➤ 4.1 acres commercial

The following uses shall be prohibited within the C-2 area of the PUD:

- Amusement (outdoor)
- Automobile Repair (minor)
- Automobile Repair (major)
- Commercial Off-Street Parking
- Contractor's Shop
- Financial Services (alternative)
- Funeral Services
- Kennel
- Laundry Services
- Mini-Storage Warehouse
- Off-Site Accessory Parking
- Pawnshop
- Recreational Vehicle Sales and Rental
- Truck and Trailer Sales and Rental
- Veterinary Service, Large





# RESIDENTIAL – SF2

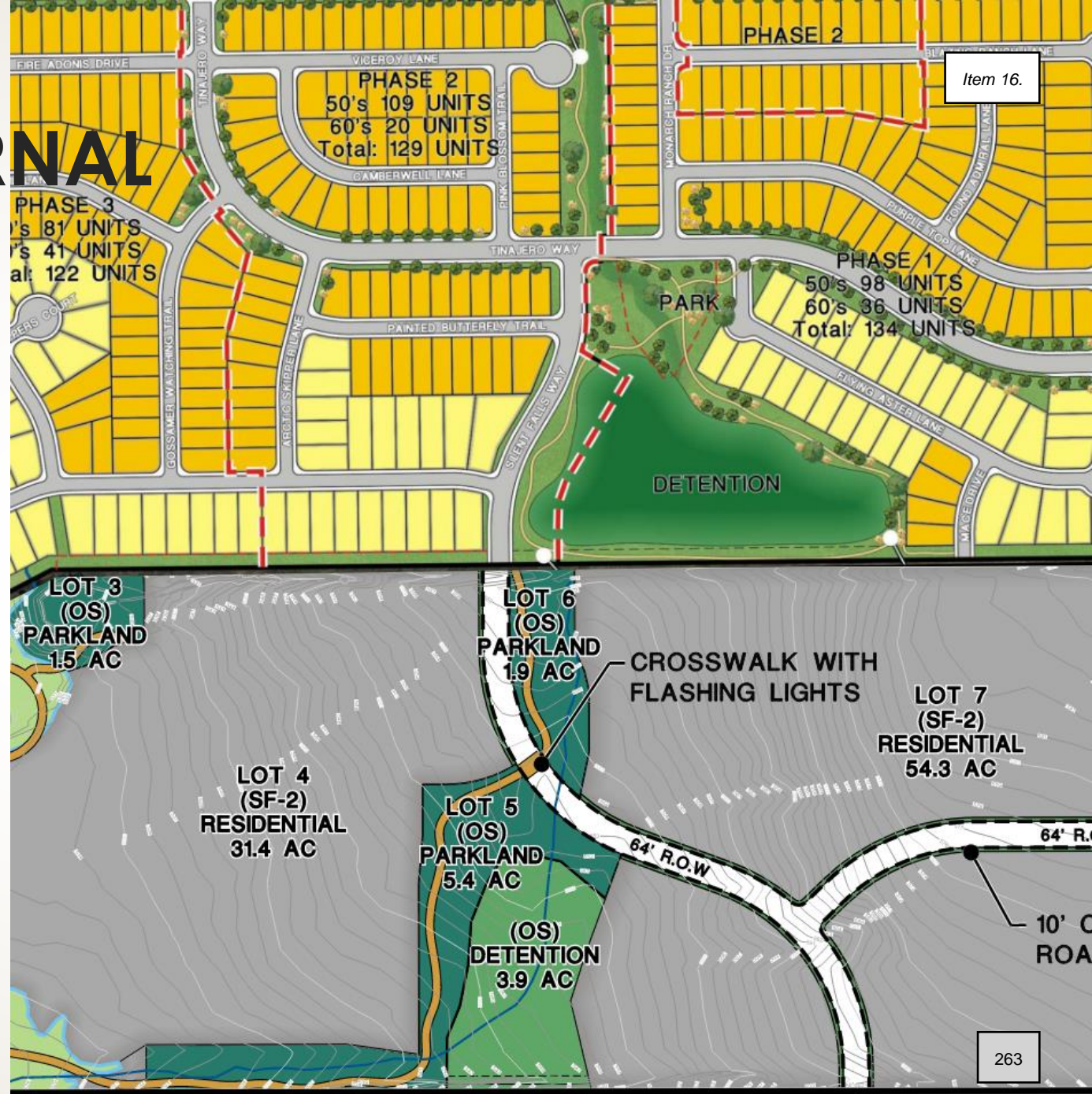


- Mixture of 60' and 50' lots
- Lot depth 120 ft
- ~300 homes



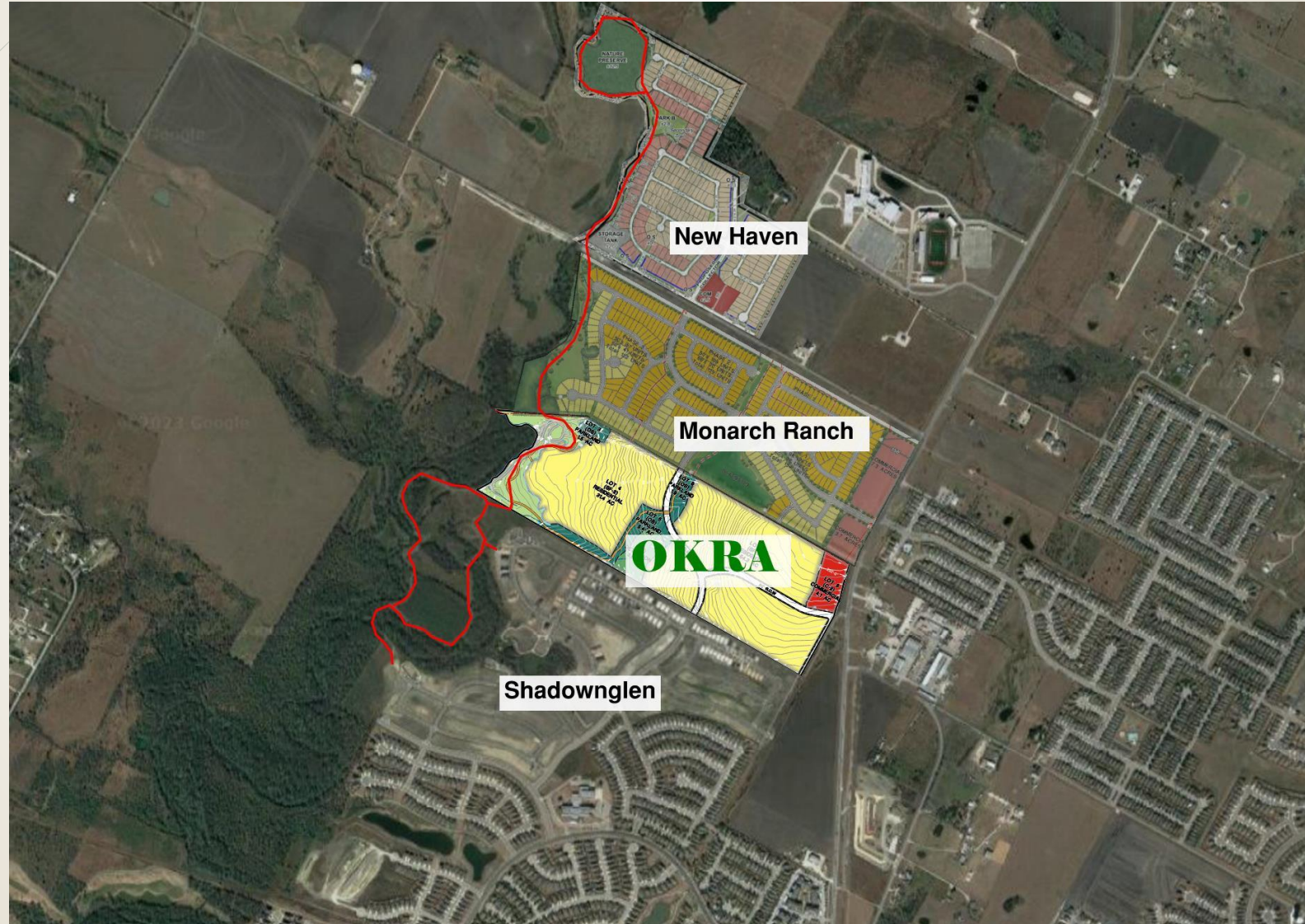
# PARKLAND- INTERNAL

- Connected to Monarch Ranch's public parkland land through trails and a crosswalk
- 8.8 acres
  - Detention is **not** included in the parkland calculation
- Amenities:
  - Two playgrounds
  - Parking
  - Dog park
  - Basketball court
  - Pavilion





# PARKLAND REGIONAL



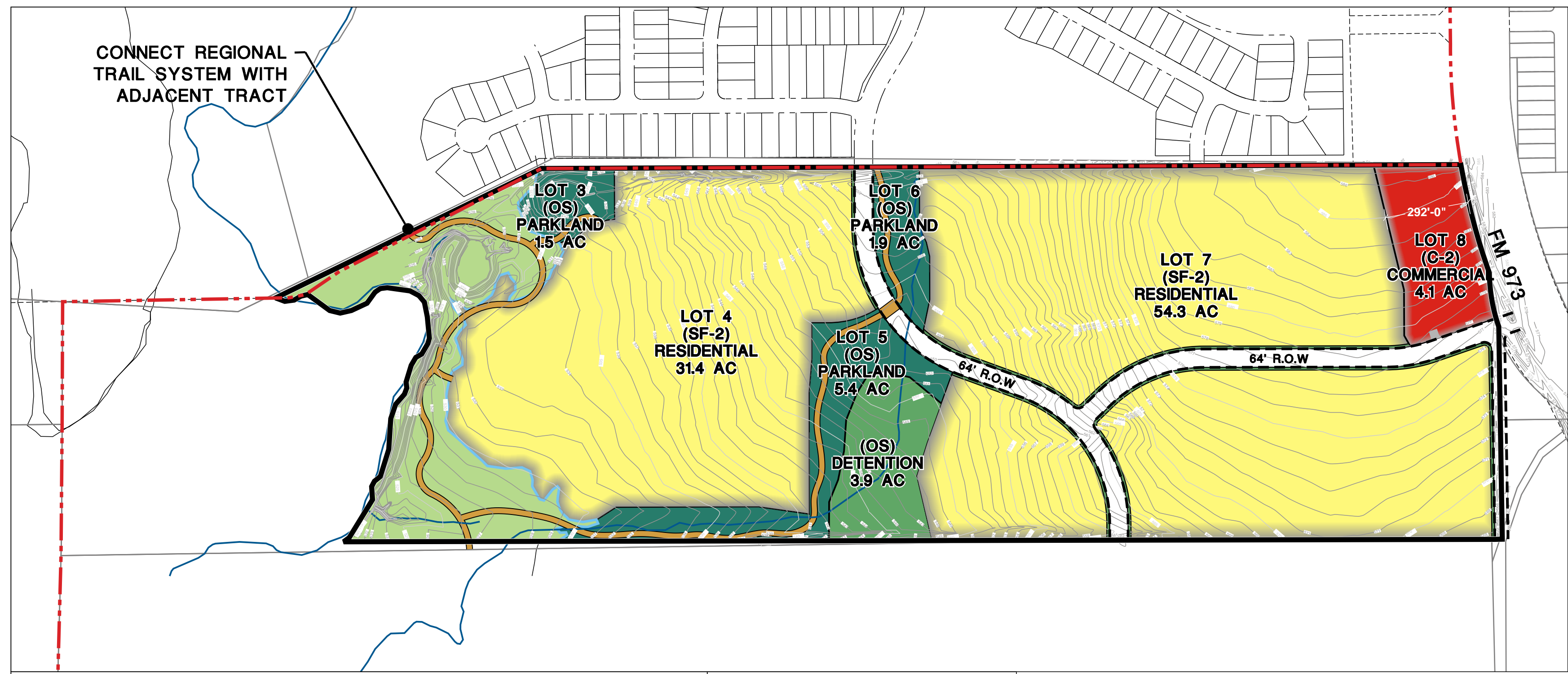






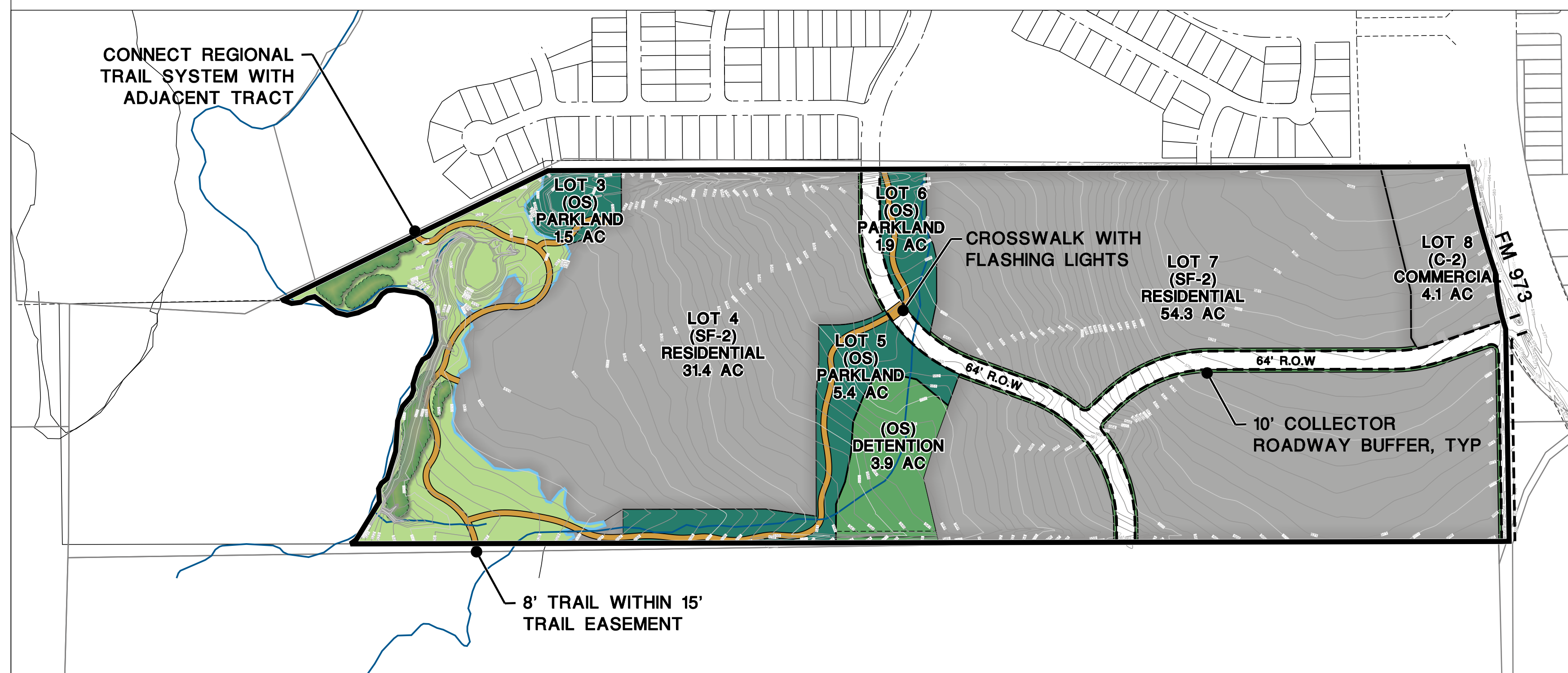
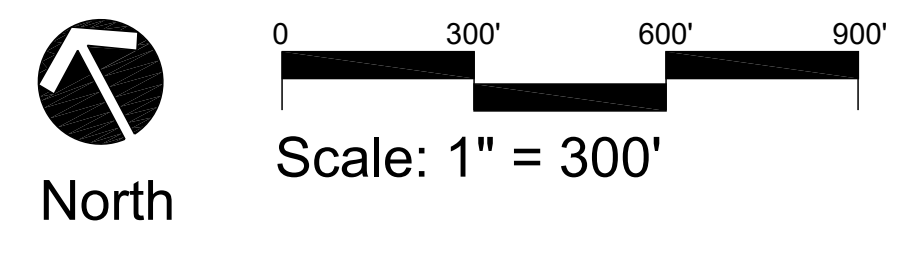
# Questions?





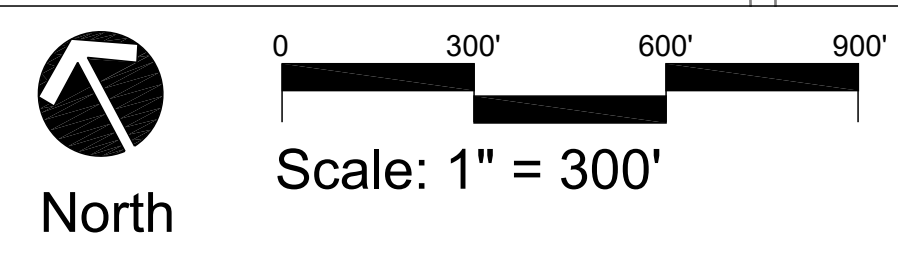
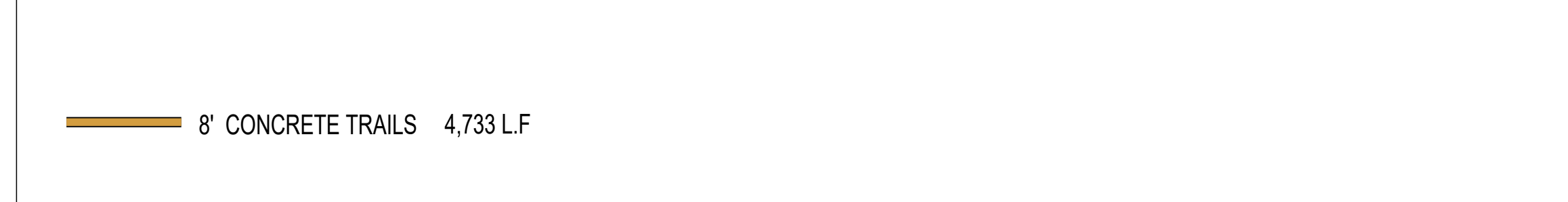
LAND USE	ACREAGE	LOTS	DENSITY
(SF-2) RESIDENTIAL	86.0 ACRES	325 LOTS	3.7 DU/AC
(C-2) MEDIUM COMMERCIAL	4.1 ACRES	1 LOTS	
(OS) FLOODPLAIN (RETAINED BY OWNER)	10.9 ACRES	1 LOTS	
(OS) PARKLAND	8.8 ACRES	3 LOTS	
(OS) DETENTION	3.9 ACRES	1 LOTS	
<b>TOTAL</b>	<b>113.4 ACRES</b>		<b>2.9 DU/AC</b>

LEGEND
— PLAN BOUNDARY
- - - PROPOSED RIGHT-OF-WAY
- · - · - CITY LIMITS
— 8' TRAILS



**PARK PLAN**  
**PARK LAND DEDICATION:**

325	/66 x 1 =	4.9	8.8
(number of dwelling units)		(required park acreage)	(proposed park acreage)



Approval and authorized for record by the City Council for the City of Manor, Texas.

Dated this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Honorable Mayor Dr. Christopher Harvey  
Mayor of the City of Manor, Texas

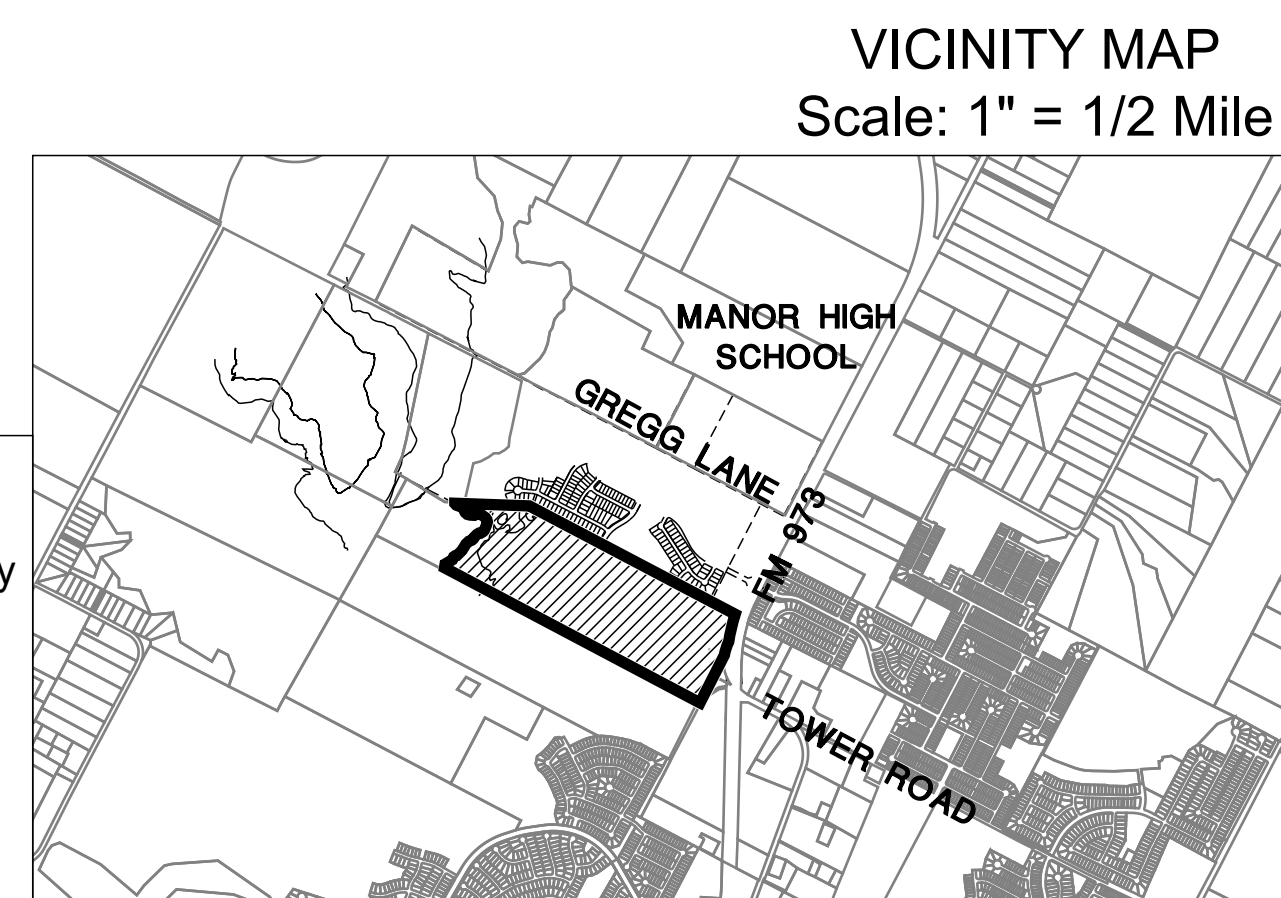
- A. Purpose and Intent**
- The Okra Tract Planned Unit Development (PUD) is comprised of approximately 136.3 acres. The development of this Property is a combination of light commercial along FM 973 at the Eastern edge of the Property and a single-family detached residential community on the remainder of the Property.
- B. Applicability and Base Zoning**
- All aspects regarding the development of this PUD shall comply with the City of Manor Code of Ordinances, except as established in this exhibit, titled Final PUD Site Plan.
  - For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Manor Code of Ordinances:  
SF-2 (Single-Family Standard)  
C-2 (Medium Commercial)
- C. Conceptual Site Layout and Land Use Plan**
- The Land Use Plan has been attached to this PUD to illustrate the design intent for the Property. The Final PUD Site Plan is intended to serve as a guide to illustrate the general community vision and design concept and is not intended to serve as a final document.
- D. Allowable/Prohibited Uses**
- The allowable residential use shall be detached single-family dwellings on individually platted lots. The maximum residential lot count shall be three hundred and twenty five (325). Commercial uses shall be consistent with allowable C-2 (Medium Commercial) land uses as defined in Division 3, Section 14.02.017 of City of Manor Code of Ordinances except as modified herein.
  - The following uses shall be prohibited within the C-2 area of the PUD:
    - Amusement (outdoor)
    - Automobile Repair (minor)
    - Automobile Repair (major)
    - Commercial Off-Street Parking
    - Contractor's Shop
    - Financial Services (alternative)
    - Funeral Services
    - Kennel
    - Laundry Services
    - Mini-Storage Warehouse
    - Off-Site Accessory Parking
    - Pawnshop
    - Recreational Vehicle Sales and Rental
    - Truck and Trailer Sales and Rental
    - Veterinary Service, Large

- E. Residential Development Standards**
- To ensure product diversity, the following single-family detached residential percentages shall apply to the residential district within this PUD:
    - A maximum of 80 percent (80%) of the total lots may have a width of less than sixty feet (60').
    - A minimum of 20 percent (20%) of the total shall have a width of sixty feet (60') or wider.
  - The Okra Tract residential development will comply with the Development Standards set forth below:
- RESIDENTIAL USES**
- Lot Area: 6,000 s.f. Minimum (fronted loaded garage)  
 Lot Width: (minimum)50 ft.  
 Front Setback: (minimum)25 ft.  
 Side Setback: (minimum)5 ft.  
 Street Side Setback: (minimum)15 ft.  
 Rear Setback to residential:(minimum)10 ft.  
 Rear Setback to commercial: 15 ft.  
 Minimum dwelling unit size: 1,700 sq. ft.  
 Maximum building coverage: 50%  
 Maximum building coverage plus accessory structures: 60%
- Standards not listed follow code, as amended

- F. Commercial Development Standards**
- The Okra Tract commercial development shall comply with the C-2 (Medium Commercial) development standards set forth in the City of Manor Code of Ordinances, as amended.
- G. Drainage Dedication and Facilities**
- Residential drainage facilities shall utilize earthen berms and be designed with a curvilinear shape where possible. If concrete retaining walls are required in the design of detention facilities, such areas shall be limited to not more than forty percent (40%) of the perimeter of the pond.

- H. Parkland and Open Space**
- This Final PUD Site Plan provides approximately 8.8 acres of park and open space with the dedication of three (3) tracts of land as illustrated on the Parks Plan on this sheet. The parks and open space will include detention facilities for the project, tree preservation areas, trail corridor easement and active programmed parkland.
  - An eight-foot (8') concrete trail located within a fifteen-foot (15') public trail easement shall provide pedestrian/bike access along the owner retained floodplain connecting from the north property boundary to the south property boundary, as depicted on Park Plan. Trees shall be planted parallel to the concrete trail at a spacing of one (1) tree for every forty (40) linear feet. Trees shall be a minimum of three (3) inch caliper and selected from the Type A/B tree list of the City of Manor Code of Ordinances.
  - Parkland amenities located within the Okra Tract PUD shall include a minimum of the following recreational elements: playground, parking area, dog park, picnic areas, picnic pavilion and open lawn/gaming area.
    - Age 5-12 playground
    - Age 2-5 playground
    - Parking area with a minimum of 20 parking spaces
    - Minimum 10,000 square foot dog park
    - Minimum 20 foot by 30 foot picnic pavilion
    - Basketball court
  - The proposed parkland and public regional trail shall be dedicated to the City of Manor and privately maintained by the Okra Tract Homeowner's Association.

- I. Landscaping**
- Unloaded Collector Landscape Buffer.
    - For internal, unloaded collector roadways, a minimum ten (10) foot landscape buffer, measured from the edge of the collector right of way, shall be provided. One (1), minimum three (3) inch caliper, Type A large or Type B medium native tree (as defined by the Manor Code of Ordinances) and five (5), minimum three (3) gallon, shrubs shall be planted per 50 linear feet of landscape buffer.
    - Subdivision wall fence standard for fence walls along the unloaded collector roadways, a minimum (6) foot masonry walls with masonry columns a minimum of (200) foot apart.
  - Storm Water Detention
    - Storm water detention facilities, if required shall be screened according to the requirements outlined in the City of Manor Code of Ordinances, Section 15.03.021 (f).
  - All landscape buffers and walls shall be privately maintained by the Okra Tract Homeowners Association.



**OKRA TRACT PRELIMINARY PUD SITE PLAN**  
MANOR, TEXAS

Issue Date: 2/10/2023

Issued:	2/10/2023
1. PUD Submittal	
2.	
3.	
4.	
5.	
Revisions:	
1. 3/29/2023	
2.	
3.	
4.	
5.	

Drawn By: TW  
Reviewed By: MB

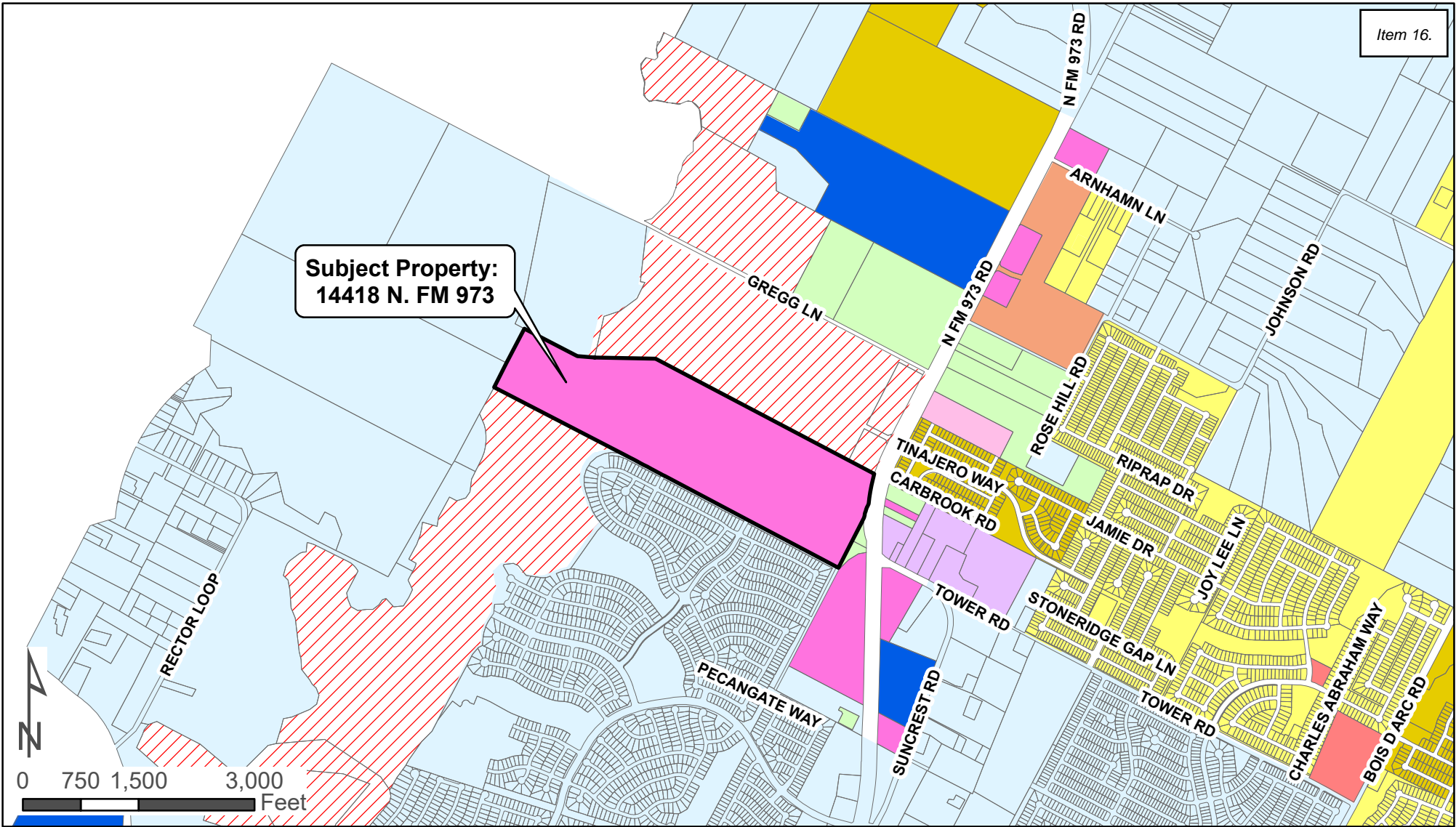
Project No.  
220013 - BBGR

SHEET 1 of 1

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**Subject Property:  
14418 N. FM 973**



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

**Proposed:  
Planned Unit Development (PUD)**

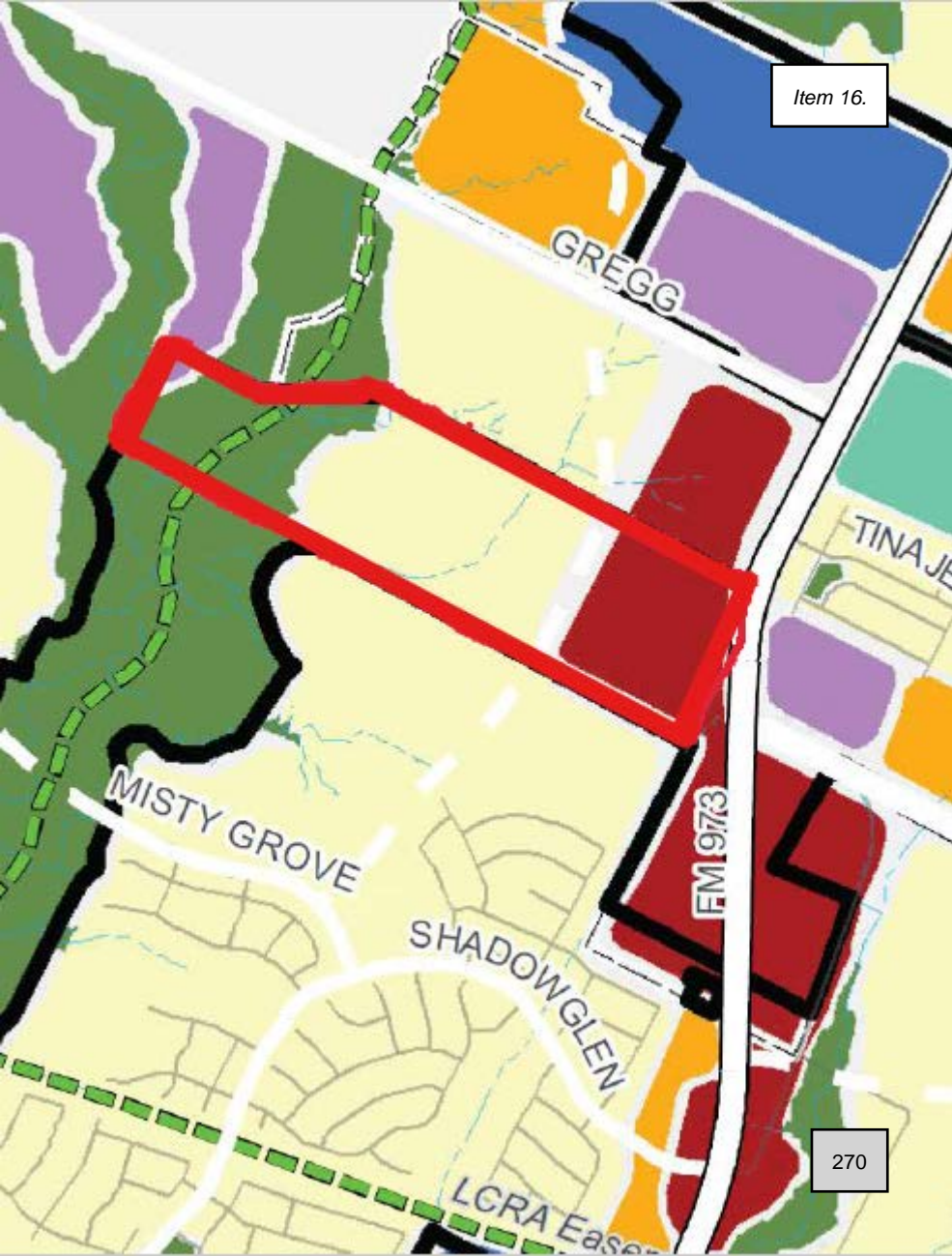
Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	TH - Townhome
	MF-1 - Multi-Family 15
	MF-2 - Multi-Family 25
	MH-1 - Manufactured Home
	I-1 - Institutional Small
	I-2 - Institutional Large
	GO - General Office
	C-1 - Light Commercial
	C-2 - Medium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







Item 16.



**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.

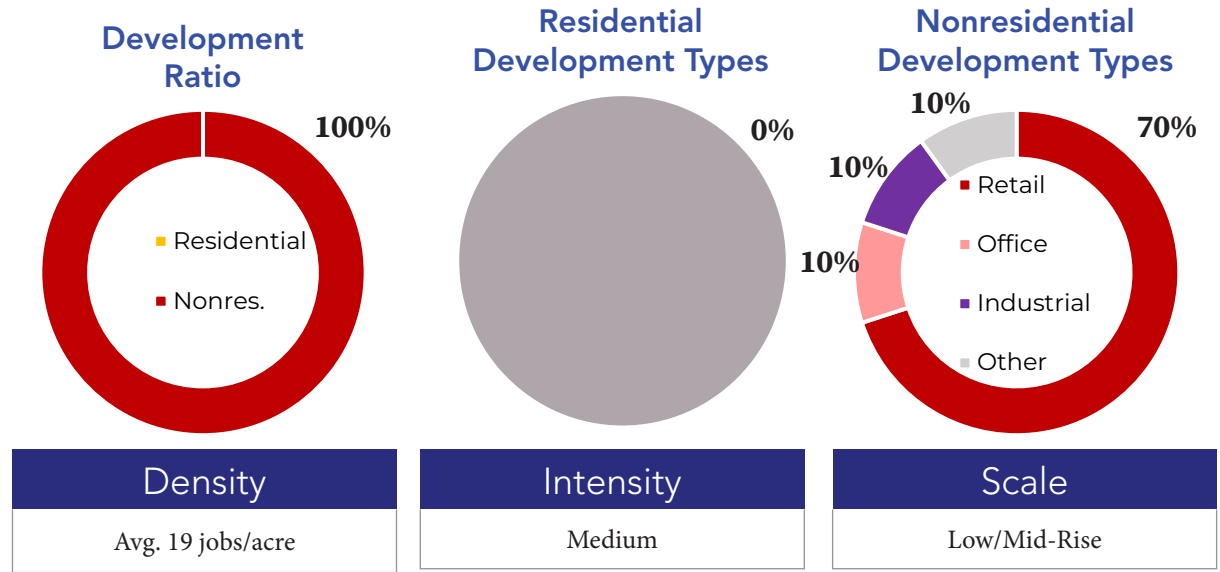
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

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.

**NEIGHBORHOODS**

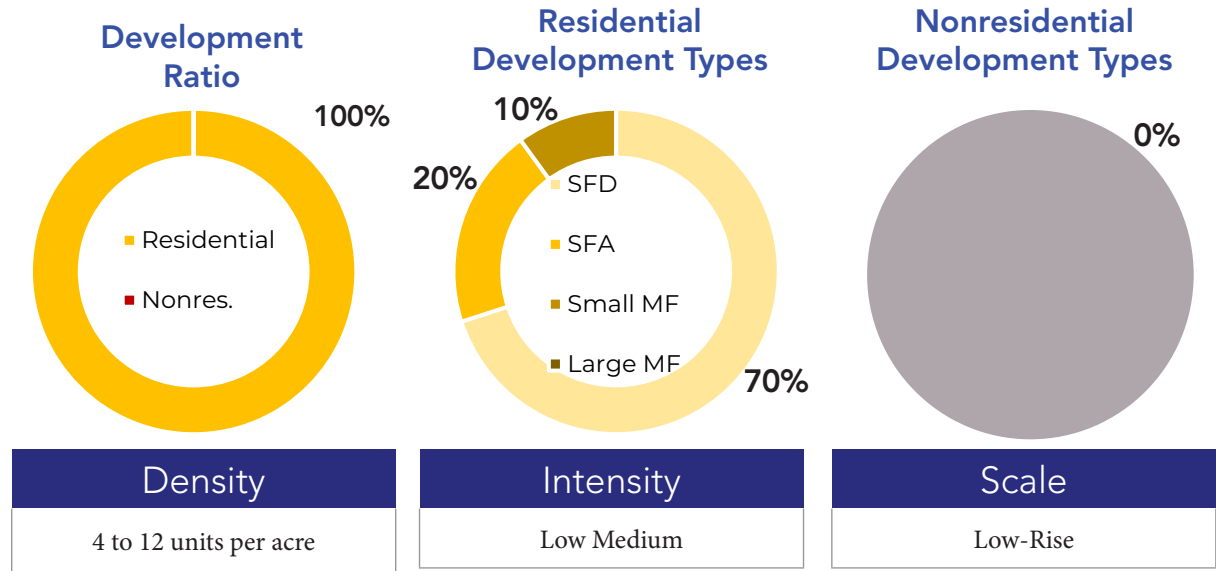
Residential one- and two-family/duplex homes make up the majority of this land use category. Some townhomes and lower density missing middle housing should be included to create diversity and housing choice and are good options to create transitions between neighborhoods and other land use areas. A mixture of housing types allows people to stay in the neighborhood even as their housing needs change, promoting long-term stability.

These housing types typically fall under the International Residential Code for one- and two-family dwellings, and can be financed via conventional Federally-backed mortgages.

While some neighborhood areas are currently adjacent to commercial centers, a more appropriate transition between the two would be the Mixed-Density Neighborhood land use categories.

Neighborhood lots are typically 5,000 square feet to 15,000 square feet for one- and two-family homes, with townhome lots being between 2,000 square feet and 3,000 square feet. Given the density expectations, smaller lot sizes should be offset by open space with an emphasis on creating interconnected greenways that connect neighborhoods to one another and to jobs, services, and parks.

Figure 3.4. Neighborhoods Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	●●●●○	Appropriate overall, but with this housing type being so prominent in the City currently, seek to integrate with other forms of housing to create diversity and housing choice. Encourage diversity of lot sizes. Encourage joint driveways, alley access and rear parking.
SFD + ADU	●●●●●	Lot and site design should accommodate an ADU to the side or rear; ADU should be clearly secondary to the primary residence.
SFA, Duplex	●●●●●	Similar in character and lot standards to single-family detached; Joint/shared driveways encouraged, as well as alleys and rear parking; ADUs can be included consistent with the above.
SFA, Townhomes and Detached Missing Middle	●●●●●	Townhouses and Bungalow Courts should include at least 4 units, Pocket Neighborhoods 8-12 units. Functions best at corner properties (excluding townhomes). Encouraged especially when retail/services are nearby. Encourage joint driveways, alley access and rear parking. ADUs consistent with above.
Apartment House (3-4 units)	●●●●○	Can be part of a diverse housing type palette within the Neighborhood category. Similar in character and lot standards to SFD; functions best at corner properties. Encouraged especially when retail/services are nearby. Encourage joint driveways, alley access and rear parking.
Small Multifamily (8-12 units)	●●●○○	Scale is not typically appropriate with neighborhood-scale, unless adjacent to Neighborhood Mixed Use. May be appropriate as a transitional use from land use categories containing nonresidential uses.
Large Multifamily (12+ units)	●○○○○	Not considered appropriate, but may occur in other future land use categories adjacent to Neighborhoods.
Mixed-Use Urban, Neighborhood Scale	●○○○○	
Mixed-Use Urban, Community Scale	●○○○○	Not considered appropriate.
Shopping Center, Neighborhood Scale	●○○○○	Not considered appropriate, but may occur in other future land use categories adjacent to Neighborhoods.
Shopping Center, Community Scale	●○○○○	Not considered appropriate.
Light Industrial Flex Space	●○○○○	
Manufacturing	●○○○○	
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 within neighborhoods.
Parks and Open Space	●●●●●	Generally considered appropriate or compatible within all Land Use Categories.



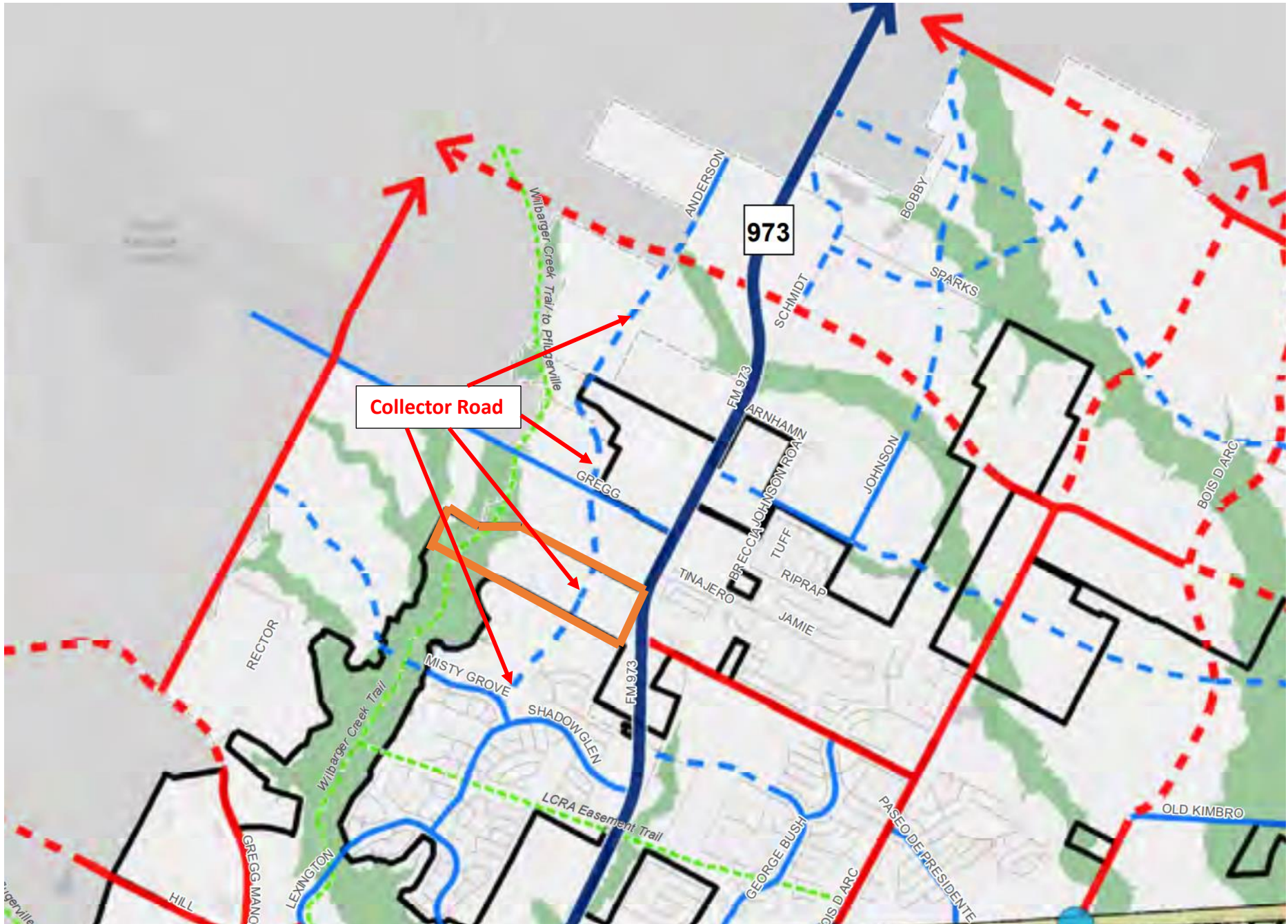
APPROXIMATE CENTER TURN LANE IMPROVEMENT AREA: TINAJERO TO SUNCREST

RIGHT TURN LANE ON SOUTHBOUND FM 973 AT SITE DRIVEWAY



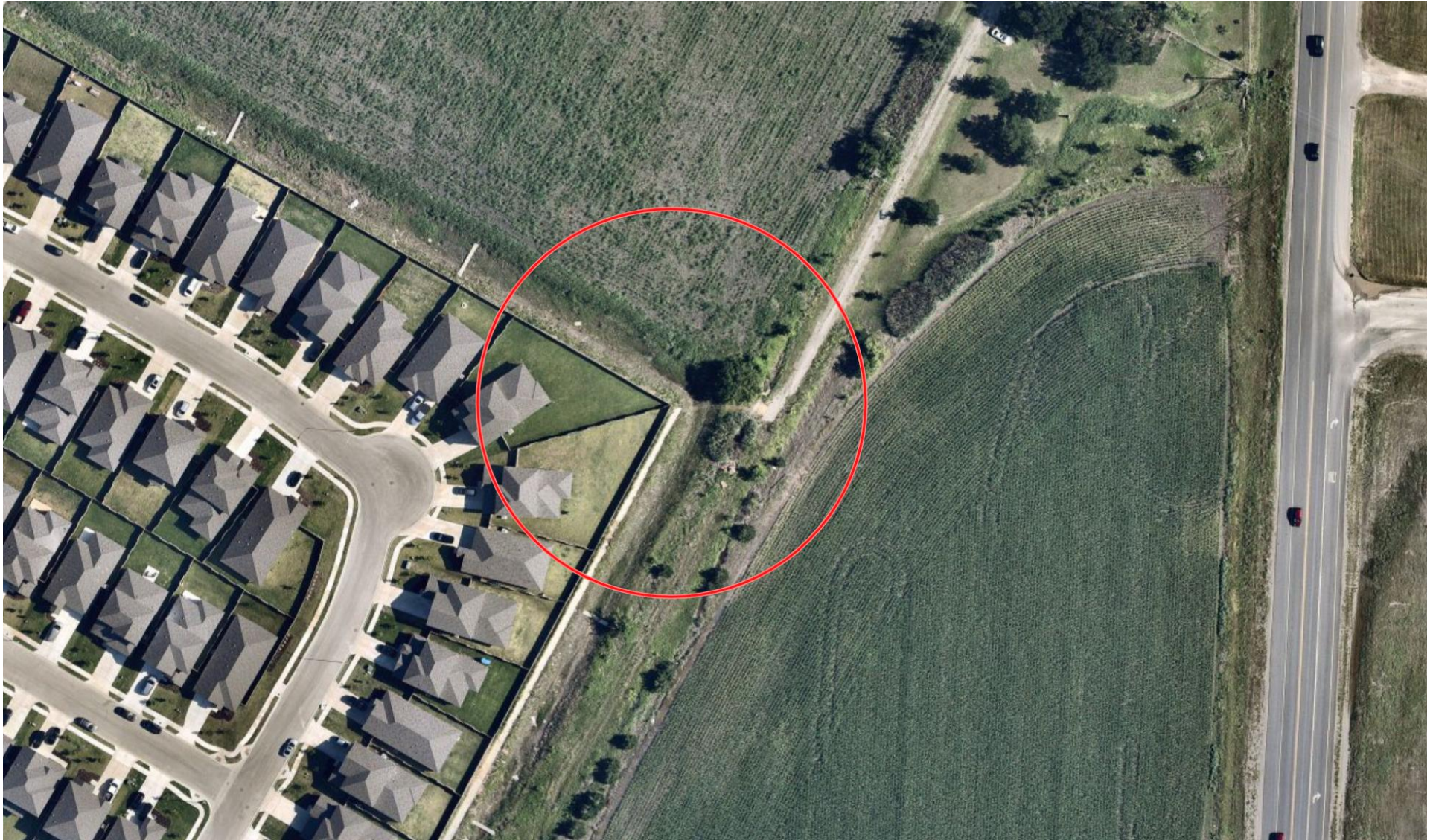


# COLLECTOR ROADWAY ALIGNMENT

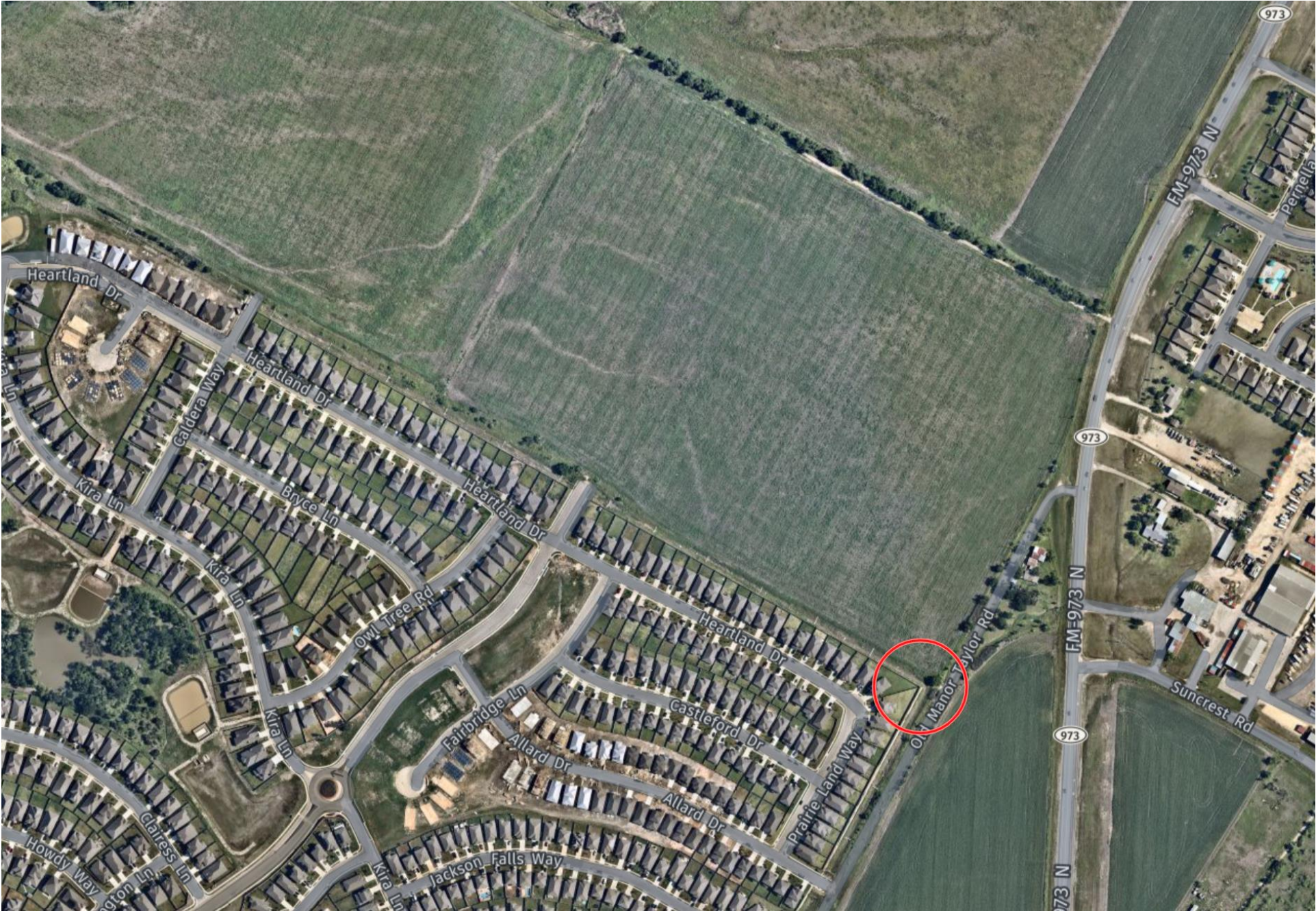




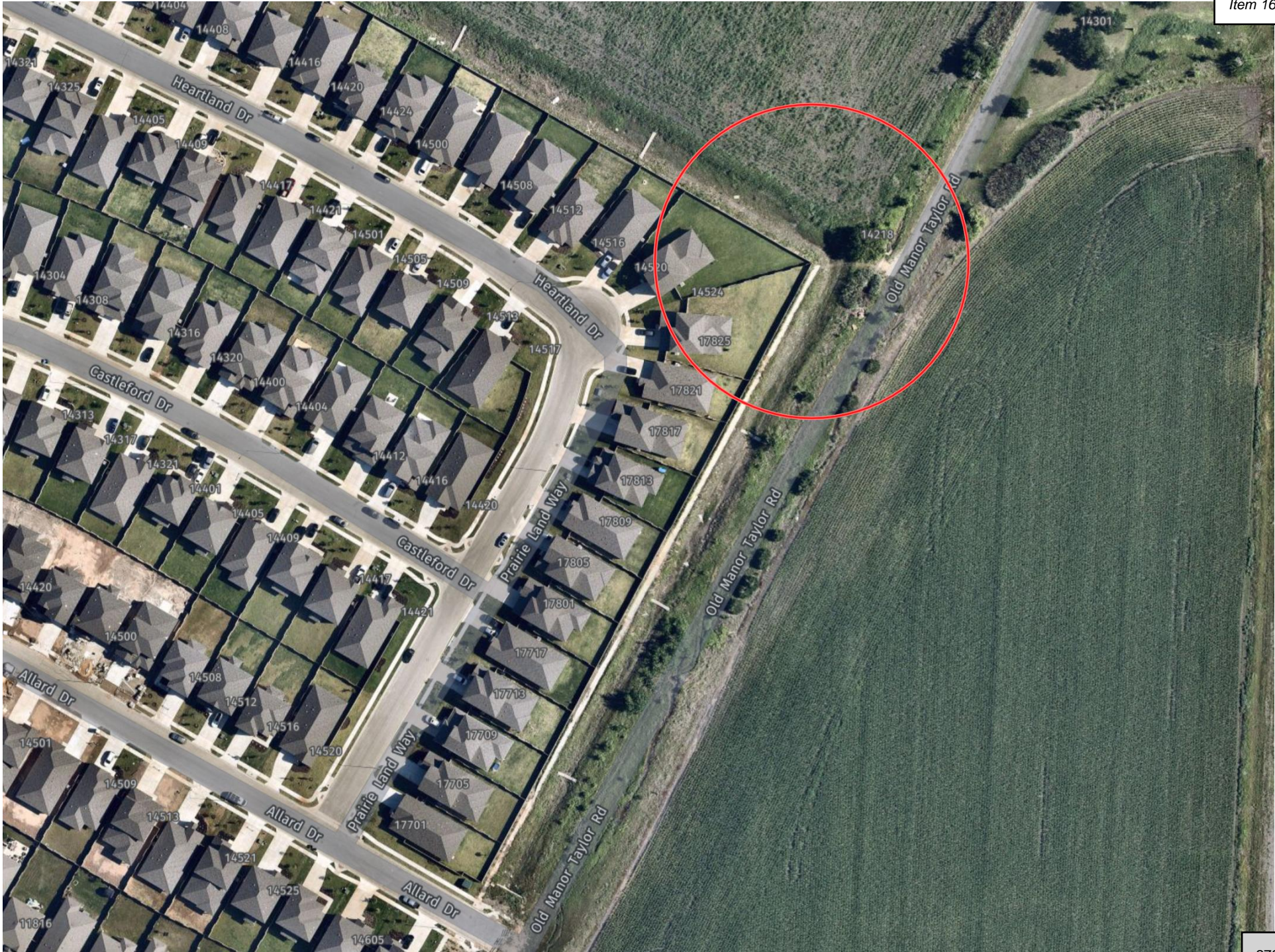
**ADDITIONAL TRAIL CONNECTION AREA TO SHADOWGLEN AT ALLARD DRIVE**















1500 County Road 269  
Leander, TX 78641

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

Date: Tuesday, March 21, 2023

Rachel Shanks  
Sotol Ventures

rshanks@sotolventures.com

Permit Number 2023-P-1515-ZO  
Job Address: 14418 Old Manor-Taylor Road, Manor, Austin, TX. 78653

Dear Rachel Shanks,

The first submittal of the Okra Tract PUD (*Zoning Request*) submitted by Sotol Ventures and received on May 12, 2023, have been reviewed for compliance with the City of Manor Site Development/Zoning Ordinance 185.

### **Engineer Review**

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Pauline Gray, P.E. by telephone at (737) 247-7557 or by email at pgray@gbateam.com.

#### **The following are Comments from the City Engineer:**

1. The drawing name should be Preliminary PUD Site Plan.
2. The P&Z Signature Block should say Preliminary PUD Site Plan.
3. Please provide labels for topographical data. Parkland is to be located in areas where the slope is less than or equal to 5%.
4. Provide the depth of the proposed commercial portion of the PUD. There is a 25' setback for commercial. Provide information on how much of the site is usable for commercial.
5. Will the parkland have any amenities like bathrooms, benches, lights, etc. If so, then the proposed quantity and size should be provided.
6. The City's Zoning Ordinance requires that information be submitted describing the environmental impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.
7. Trees should be planted along the trail located in Lot 3. The tree spacing should be 40 feet and the trees should be Type A/B per the City's Ordinance.
8. Landscape lots should be shown in the PUD. Buffer yards should be shown as well.
9. Landscape lots should be located outside of the right-of-way and should be maintained by the HOA.
10. Note 2 is missing from the Landscaping Notes.
11. Landscaping is required for all detention facilities.
12. The proposed trails should be maintained by the HOA.

#### **The following are comments from the City Planner:**

1. How much of the parkland is detention facilities. Detention areas can no longer be counted as parkland.
2. Remove note 4. The amenity center can't reduce public parkland.
3. Add a basketball court to the amenities. P&Z and City Council are requiring amenities for young adults.
4. Update P&Z chair to LaKesha Small
5. What is the depth of the commercial area? Commercial uses have a 25' landscaping buffer to residential along with a 15' streetscape landscaping requirement that cannot contain any buildings, parking or paving so the lot depth needs to be deep enough for a commercial site with that combined 40' of landscaping buffers/setbacks.
6. How much floodplain is there? Parkland and floodplain are listed as 10.9 acres, but the diagram only calls out parkland.

3/21/2023 2:12:01 PM  
Okra Tract PUD  
2023-P-1515-ZO  
Page 3

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Pauline Gray, P.E.  
Lead AES  
GBA



1500 County Road 269  
Leander, TX 78641

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

Date: Tuesday, March 21, 2023

Rachel Shanks  
Sotol Ventures

rshanks@sotolventures.com

Permit Number 2023-P-1515-ZO  
Job Address: 14418 Old Manor-Taylor Road, Manor, Austin, TX. 78653

Dear Rachel Shanks,

The first submittal of the Okra Tract PUD (*Zoning Request*) submitted by Sotol Ventures and received on February 21, 2023, have been reviewed for compliance with the City of Manor Site Development/Zoning Ordinance 185.

### Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Pauline Gray, P.E. by telephone at (737) 247-7557 or by email at pgray@gbateam.com.

#### The following are comments from the City Planner:

1. How much of the parkland is detention facilities. Detention areas can no longer be counted as parkland.

Approximately 4 to 5 acres in the 7.5 acre central park is detention. Plan and park calculations have been revised to remove detention area. Please note this is zoning and the detention pond has not been engineered, so this is an approximate estimate.

2. Remove note 4. The amenity center can't reduce public parkland.

Amenity center has been removed from the PUD.

3. Add a basketball court to the amenities. P&Z and City Council are requiring amenities for young adults.

Added.

4. Update P&Z chair to LaKesha Small

Added.

5. What is the depth of the commercial area? Commercial uses have a 25' landscaping buffer to residential along with a 15' streetscape landscaping requirement that cannot contain any buildings, parking or paving so the lot depth needs to be deep enough for a commercial site with that combined 40' of landscaping buffers/setbacks.

Depth is approximately 290 feet. There is ample room for the required buffers and landscaping, parking and building in the commercial parcel.

6. How much floodplain is there? Parkland and floodplain are listed as 10.9 acres, but the diagram only calls out parkland.

Floodplain is 10.9 acres. Color and acreage are shown in the legend on the land use plan.



**The following are Comments from the City Engineer:**

1. The drawing name should be Preliminary PUD Site Plan.

Okay. Revised. On the Monarch PUD to the north we had to revise the language to say Final Site Plan.

2. The P&Z Signature Block should say Preliminary PUD Site Plan.

Okay. Revised

3. Please provide labels for topographical data. Parkland is to be located in areas where the slope is less than or equal to 5%.

Contour labels are on the lines. We increased the label size and have tried to create a higher resolution image so you can zoom in and read if you like.

4. Provide the depth of the proposed commercial portion of the PUD. There is a 25' setback for commercial. Provide information on how much of the site is usable for commercial.

Depth is 290 feet approximately.

5. Will the parkland have any amenities like bathrooms, benches, lights, etc. If so, then the proposed quantity and size should be provided.

Since we are still in the entitlement process, the park area has not been designed. The list of amenities guaranteed are in the PUD language under H.3

6. The City's Zoning Ordinance requires that information be submitted describing the environmental impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.

Please see attached Phase 1 Environmental Report.

7. Trees should be planted along the trail located in Lot 3. The tree spacing should be 40 feet and the trees should be Type A/B per the City's Ordinance.

The trail in Lot 3 is intended to meander around the existing trees along the creek. However, Section H.2 of the PUD already calls out trees every 40 feet along the trail.

8. Landscape lots should be shown in the PUD. Buffer yards should be shown as well.

The landscape buffers along the collector road are shown on the park plan and labeled accordingly. We added the buffers to the land use plan as well in case you missed them. Any other internal landscape lots are not defined at this zoning stage.

9. Landscape lots should be located outside of the right-of-way and should be maintained by the HOA.

The 10 foot wide landscape area has been added graphically along the collector roads. Other landscape lots will not be fully known until more detailed subdivision plans are prepared. The PUD already states that the landscape and parks will be maintained by the HOA.

10. Note 2 is missing from the Landscaping Notes.

Numbers have been re-formatted.

11. Landscaping is required for all detention facilities.

We call out in the PUD, Section L, that we will landscape the detention per the Manor ordinance.

12. The proposed trails should be maintained by the HOA.

Section H of the PUD requires parks and trails to be maintained by the HOA.

addressed with your plan resubmittal. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) at the online portal to upload your drawings in PDF format.

Item 16.

Additional comments may be generated as requested information is provided. Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Pauline Gray, P.E.  
Lead AES  
GBA



1500 County Road 269  
Leander, TX 78641

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

Date: Thursday, May 4, 2023

Rachel Shanks  
Sotol Ventures

rshanks@sotolventures.com

Permit Number 2023-P-1515-ZO  
Job Address: 14418 Old Manor-Taylor Road, Manor, Austin 78653

Dear Rachel Shanks,

The subsequent submittal of the Okra Tract PUD submitted by Sotol Ventures and received on May 12, 2023, have been reviewed for compliance with the City of Manor Site Development/Zoning Ordinance 185. We can offer the following comments based upon our review (satisfied comments stricken, new or outstanding comments in bold):

## Engineer Review

The following comments have been provided by Tyler Shows. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

### The following are comments from the city planner:

- i. ~~How much of the parkland is detention facilities. Detention areas can no longer be counted as parkland.~~
- ii. ~~Remove note 4. The amenity center can't reduce public parkland.~~
- iii. Add a basketball court to the amenities. P&Z and City Council are requiring amenities for young adults. Refer to question 7.
- iv. ~~Update P&Z chair to LaKeshia Small~~
- v. ~~What is the depth of the commercial area? Commercial uses have a 25' landscaping buffer to residential along with a 15' streetscape landscaping requirement that cannot contain any buildings, parking or paving so the lot depth needs to be deep enough for a commercial site with that combined 40' of landscaping buffers/setbacks.~~
- vi. ~~How much floodplain is there? Parkland and floodplain are listed as 10.9 acres, but the diagram only calls out parkland.~~
- vii. Section H1 - update park acreage. Has 10.9 when the Parks Plan has 8.8
- viii. Section H3f - is "sports court" a basketball court?
- ix. Section I1 - add subdivision wall standard for fence walls along unloaded collectors: Minimum 6' masonry walls with masonry columns a minimum of 200' apart

### The following are comments from the city planner:

1. ~~The drawing name should be Preliminary PUD Site Plan.~~
2. ~~The P&Z Signature Block should say Preliminary PUD Site Plan.~~
3. ~~Please provide labels for topographical data. Parkland is to be located in areas where the slope is less than or equal to 5%.~~
4. Provide the depth of the proposed commercial portion of the PUD. There is a 25' setback for commercial. Provide information on how much of the site is usable for commercial. **Provide a callout for the depth of the commercial portion. (290 feet approximately).**
5. ~~Will the parkland have any amenities like bathrooms, benches, lights, etc. If so, then the proposed quantity and size should be provided.~~
6. ~~The City's Zoning Ordinance requires that information be submitted describing the environmental impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.~~
7. ~~Trees should be planted along the trail located in Lot 3. The tree spacing should be 40 feet and the trees should be Type A/B per the City's Ordinance.~~
8. ~~Landscape lots should be shown in the PUD. Buffer yards should be shown as well.~~
9. ~~Landscape lots should be located outside of the right-of-way and should be maintained by the HOA.~~
10. ~~Note 2 is missing from the Landscaping Notes.~~
11. ~~Landscaping is required for all detention facilities.~~
12. ~~The proposed trails should be maintained by the HOA~~



Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) and use the online portal to upload your drawings in PDF format.

Should you have questions regarding specific comments, please contact the staff member referenced under the section in which the comment occurs. Should you have questions or require additional information regarding the plan review process itself, please feel free to contact me directly. I can be reached by telephone at /Manor/Parts/Blank, or by e-mail at [tshows@gbateam.com](mailto:tshows@gbateam.com).

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Tyler Shows  
Staff Engineer  
GBA



1500 County Road 269  
Leander, TX 78641

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

Date: Wednesday, May 24, 2023

Rachel Shanks  
Sotol Ventures

rshanks@sotolventures.com

Permit Number 2023-P-1515-ZO

Job Address: 14418 Old Manor-Taylor Road, Manor, Austin 78653

Dear Rachel Shanks,

The subsequent submittal of the Okra Tract PUD Site Plans submitted by Rachel Shanks and received by our office on May 12, 2023, has been reviewed for compliance with the City of Manor Zoning Ordinance 185. The Plans appear to be in general compliance with City Ordinance requirements and we therefore take no exception to their approval as presented.

**Please submit a hard copy of the cover sheet to Scott Dunlop at the City of Manor for signatures. A copy of the signed cover sheet will be uploaded under project files on the my permit now website.**

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance. Please call if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tyler Shows'.

Tyler Shows  
Staff Engineer  
GBA

Pauline Gray, P.E.  
Lead AES,  
Jay Engineering, A Division of GBA



5/31/2023

## City of Manor Development Services

# Notification for a Preliminary PUD Site Plan

Project Name: Orka Tract Preliminary PUD  
 Case Number: 2023-P-1515-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 Subdivision Preliminary Planned Use Development for the Okra Tract Subdivision located at 14418 N. FM 973, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Preliminary PUD for the Okra Tract Development, three hundred and thirty-one (331) lots on 113.4 acres, more or less, and being located at 14418 N. FM 973, Manor, TX.**

***Applicant: Sotol Ventures***

***Owner: Dalton Wallace***

The Planning and Zoning Commission will meet at 6:30PM on 6/14/2023 at 105 East Eggleston Street in the City Hall Council Chambers.

City Council will meet at 7:00PM on 6/21/2023 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 Preliminary PUD Site Plan 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 and Council Members during the discussion of this item.

14420 Pernella Rd Intervivos Revocable Trust  
14420 Pernella Rd  
Manor, TX 78653

ANDERSSON CATHERINE & DANIEL  
13917 HEARTLAND DR  
Manor, TX 78653

Arthur Ray & Odette Vanessa Taylor  
14416 Pernella Rd  
Manor, TX 78653

BAJWA NAJM US SAQIB & TAHIRA NAJM  
139 HEARTLAND DR  
Manor, TX 78653

BIREDDY ANVESH REDDY  
14012 Heartland Dr  
Manor, TX 78653

BRASSELL REBECCA & PATRICK  
14005 HEARTLAND DR  
Manor, TX 78653

CABRERA KEVIN E & ISABEL S  
14401 HEARTLAND DR  
Manor, TX 78653

CITY OF MANOR  
105 E EGGLESTON ST  
Manor, TX 78653

CONROY KEVIN  
13916 Heartland Dr  
Manor, TX 78653

DAVIS ANISSA CHEREE & ARTHUR JR  
13925 HEARTLAND DR  
Manor, TX 78653

De Jesus-Martinez Ignacio ETAL  
14405 FM 973 N  
Manor, TX 78653

DEROCH MANDY BARBER  
14108 HEARTLAND DR  
Manor, TX 78653

DIACONU MARIANA & GERALD BRANDON TODD  
14420 Heartland Dr  
Manor, TX 78653

DICK GEOFFREY SCOTT & ANIKA VAN BOOM  
14316 HEARTLAND DR  
Manor, TX 78653

Enfield Partners LLC ETAL  
2303 Camino Alto  
Austin, TX 78746

GHAFFAR AAMIR & SOPHIA BAWANY  
13933 HEARTLAND DR  
Manor, TX 78653

Gliberto & Maria Estrada  
1411 FM 973 N  
Manor, TX 78653

GLORIA ALVARO F  
13904 Heartland Dr  
Manor, TX 78653

GUZMAN MASON ANDREW  
14208 HEARTLAND DR  
Manor, TX 78653

HAYNES BUCHANAN CAROL M  
14200 HEARTLAND DR  
Manor, TX 78653

Henrietta Velasquez  
14315 Old Manor-Taylor Rd  
Manor, TX 78653

JACKSON NICOLETTE & CARSON JAMES GOSSETT  
14029 Heartland Dr  
Manor, TX 78653

JAIN KRITIKA & ANAND BHAVANE JAYANTI  
14032 Heartland Dr  
Manor, TX 78653

JEFF 1 LLC  
5001 PLAZA ON THE LATE #200  
Austin, TX 78746

JOHN LIPIKA R & SHERVIN AMBANATTU BABU  
13901 Heartland Dr  
Manor, TX 78653

Juan Chaparro  
14408 Pernella Rd  
Manor, TX 78653

KALE MICHAEL & LASHONDRA M  
14013 HEARTLAND DR  
Manor, TX 78653

Kristine & Matthew Escobedo  
14400 Pernella Rd  
Manor, TX 78653

KURIAN CLEMENT & LIZ MANDAPATHIL  
14004 Heartland Dr  
Manor, TX 78653

LAKE ELIJAH & KANESHA  
14301 HEARTLAND DR  
Manor, TX 78653



LEKCAM Communication LLC  
16404 Marcello Dr  
Pflugerville, TX 78660

LEONARD SCOTT  
13921 Heartland Dr  
Manor, TX 78653

MADHYASTHA SUHASA & ASHRITHA PURADAWANE  
BALACHANDRA  
14309 HEARTLAND DR  
Manor, TX 78653

Mary Clark  
14404 Pernella Rd  
Manor, TX 78653

Masrur Reza, Mustafa Ali Reza Chowdhury, Fauzia Zaman  
14412 Pernella Rd  
Manor, TX 78653

MCCUE KEVIN & BRITTANY BAMBERG  
14033 Heartland Dr  
Manor, TX 78653

Meritage Homes of Texas LLC  
611 S Congress Ave, suite 510  
Austin, TX 78704

Meritage Homes of Texas LLC  
17101 Orinda Lane  
Pflugerville, TX 78660

Monarch Ranch at Manor LLC  
310 Enterprise Dr.  
Oxford, MS 38655

PADILLA ELIAS JOSE  
14308 HEARTLAND DR  
Manor, TX 78653

PERRY HOMES LLC  
PO BOX 34306  
Houston, TX 77234

Roy & Frank Velasquez  
14301 Old Manor-Taylor Rd  
Manor, TX 78653

RUSSELL RACHEL R & WILLIAM B WRIGHT  
14421 HEARTLAND DR  
Manor, TX 78653

RUST CREEK LLC  
9606 OLD MANOR RD #1  
Austin, TX 78724

SAMUEL ANCY & SIJU THOMAS VARGHESE  
14325 HEARTLAND DR  
Manor, TX 78653

SANTIAGO JONA FATIMA P & HONOFRE JOEY  
14017 HEARTLAND DR  
Manor, TX 78653

SG LAND HOLDINGS LLC  
2646 DUPONT DR STE 60 PMB 520  
Irvine, CA 92612

SG LAND HOLDINGS LLC  
2646 DUPONT DR STE 60 PMB 520  
Irvine, CA 92612

SG LAND HOLDINGS LLC  
2646 DUPONT DR STE 60 PMB 520  
Irvine, CA 92612

SNELL TYLER & MATTIE  
13908 HEARTLAND DR  
Manor, TX 78653

SNYDER JACOB ADAM  
13913 HEARTLAND DR  
Manor, TX 78653

SORATHIA BHARGAV  
3472 Fitzsimmons Cmn  
Fremont, CA 94538

SRIHARI FNU & PRIYANKA PUPPALA  
14009 Heartland Dr  
Manor, TX 78653

Stanley & Sandra Voelker  
14401 FM 973 N  
Manor, TX 78653

STEVES DANIEL & JANELLE  
14400 HEARTLAND DR  
Manor, TX 78653

STEWART MARIANNE K & LARRY N  
14300 HEARTLAND DR  
Manor, TX 78653

STONE LEISA M & ZACHARY P  
14413 HEARTLAND DR  
Manor, TX 78653

SUTT DYLAN J  
14104 Heartland Dr  
Manor, TX 78653

THOMPSON MATTHEW  
14505 HEARTLAND DR  
Manor, TX 78653

Timmerman Commercial Investments LP  
501 Vale ST  
Austin, TX 78746

TRIPATHI ANKIT MANI  
14205 HEARTLAND DR  
Manor, TX 78653

UNAL BELGIN & AYHAN  
14320 HEARTLAND DR  
Manor, TX 78653

VALENZUELA MELINDA S & MATTHEW R  
14204 HEARTLAND DR  
Manor, TX 78653

WANG YILI & YUNQING XIA  
14001 HEARTLAND DR  
Manor, TX 78653

WEISS KERMIT R & EMMAGENE  
PO BOX 25  
Manor, TX 78653

WILLIAMS LAURA  
14305 HEARTLAND DR  
Manor, TX 78653

YINGST ALEX BICERA  
13920 Heartland Dr  
Manor, TX 78653

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### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Subdivision Concept for the New Haven, two hundred seventy-eight (278) lots on 90.3 acres, more or less, and being located near the intersection of Gregg In and FM 973, Manor, TX.

*Applicant: Jones Carter*

*Owner: Gregg Lane Dev., LLC*

**BACKGROUND/SUMMARY:**

This Concept Plan has been approved by our engineers and is in conformance with the approved New Haven Planned Unit Development zoning. The Concept Plan shows the phases, land uses, and major roadways. Details on lots, minor roadways, drainage, and utilities is part of Preliminary Plat and Construction Plans which are filed later.

The subdivision is planned with 271 residential, 1 commercial lot, 1 utility lot (storage tank site), 2 park lots, and 1 open space lot.

P&Z did not have quorum at their 6/14 to provide a recommendation, however city code Ch. 10, Ex. A, Art II, Sec. 20(a) provides that if the Municipal Authority fails to act on a subdivision plat or plan due to a lack of quorum and that plat or plan has been deemed approved by city staff, then the plat or plan is automatically approved.

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

- Concept Plan
- Engineer Comments
- Conformance Letter
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve a Subdivision Concept for the New Haven, two hundred seventy-eight (278) lots on 90.3 acres, more or less, and being located near the intersection of Gregg In and FM 973, Manor, TX.

**PLANNING & ZONING COMMISSION:**      **Recommend Approval**      **Disapproval**      **None**  
**X – by city code**

DEVELOPER/LAND OWNER:  
 GREGG LANE DEV., LLC  
 101 PARKLANE BLVD., STE. 102  
 SUGAR LAND, TX 77478

ENGINEER/SURVEYOR/PLANNER:



3100 Alvin Devane Boulevard, Suite 150  
 Austin, Texas 78741-7425  
 (512) 441-9493 (Phone)  
 (512) 445-2286 (Fax)

ZONING: SFR

FUTURE LAND USE: NEIGHBORHOOD RESIDENTIAL/RURAL

SUBMITTAL DATE: DECEMBER 14, 2021

REVISED DATE: APRIL 2023

PARKLAND NOTE: PARKLAND REQUIREMENTS WILL BE SATISFIED WITH FEE-IN-LIEU

# NEWHAVEN CONCEPT PLAN

CITY OF MANOR, TX NOVEMBER 2022

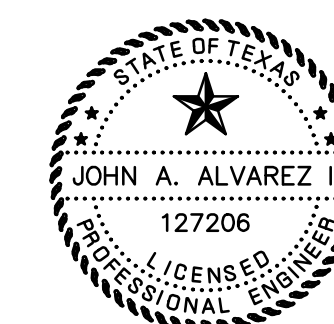
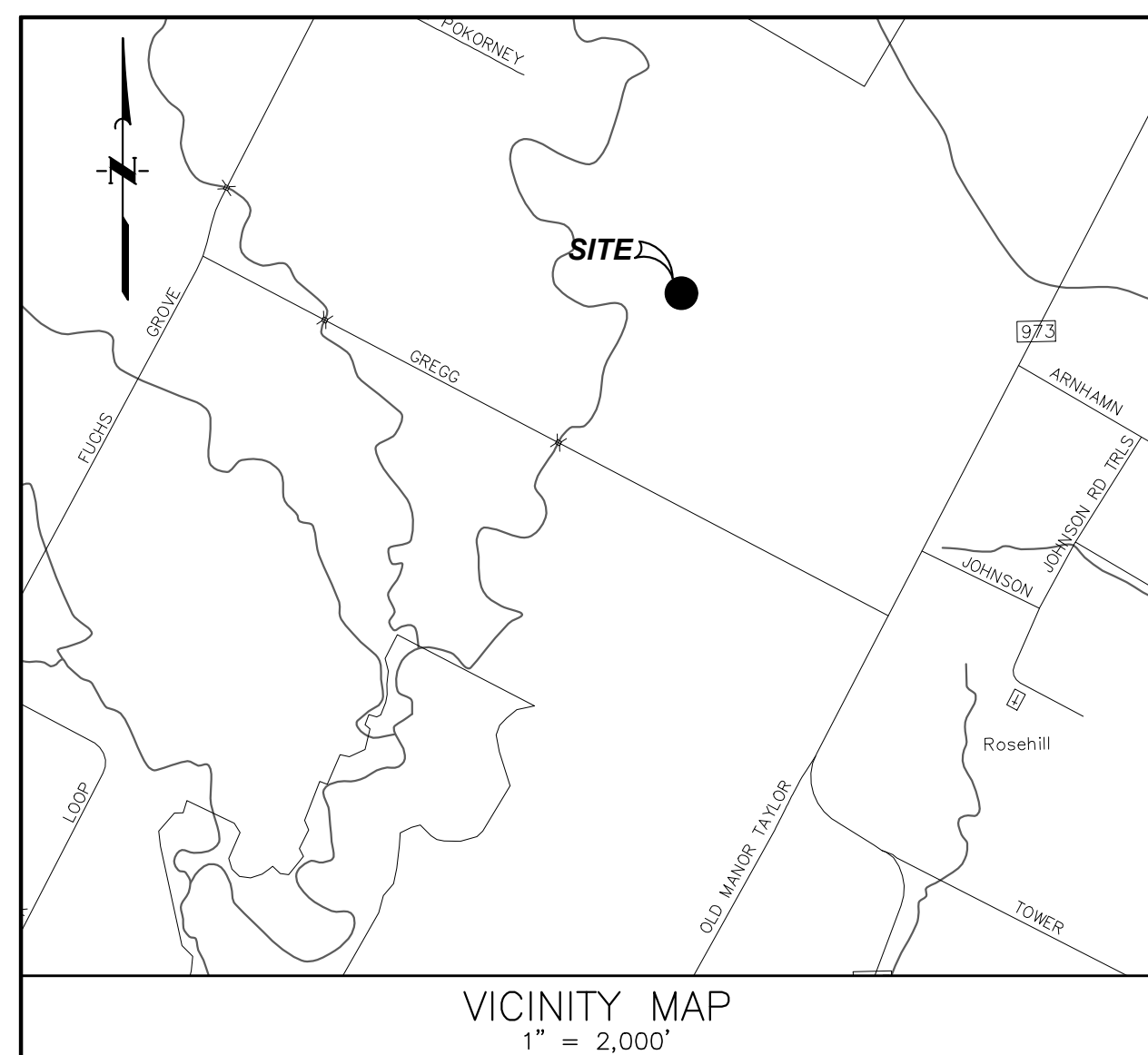
### INDEX OF DRAWINGS

SHEET #	TITLE
1.	COVER SHEET & INDEX
2.	CONCEPT PLAN

CONSTRUCTION OF NEW HAVEN TRACT WILL BE COMPLETED IN FOUR PHASES AND IS PROPOSED TO BEGIN IN Q3 OF 2023.  
 PHASE 1: Q3 OF 2023  
 PHASE 2: Q3 OF 2024  
 PHASE 3: Q3 OF 2025  
 PHASE 4: Q3 OF 2026

THE NEW HAVEN DEVELOPMENT IS ESTIMATED TO GENERATE 6,564 NEW DAILY TRIPS WITH 325 OF THOSE NEW TRIPS OCCURRING DURING THE AM PEAK HOUR, AND 400 NEW TRIPS OCCURRING IN THE PM PEAK HOUR.

NEWHAVEN		
LOT	ACRE	LUE'S
SINGLE FAMILY RESIDENTIAL (271 LOTS)	59.40	271.00
NATURE PRESERVE	12.50	
OPEN SPACE	7.10	
COMMERCIAL	2.50	50.00
UTILITY	2.00	
TRAILS	2.00	
COLLECTOR	4.80	
TOTAL	90.30	321



4/28/2023

*[Handwritten Signature]*

#### CITY OF MANOR ACKNOWLEDGEMENTS

THIS CONCEPT PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY COUNCIL ON THIS THE \_\_\_\_\_ OF \_\_\_\_\_ 20\_\_ A.D.

APPROVED: \_\_\_\_\_ ATTEST:  
 JULIE LEONARD, CHAIRPERSON LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS, ON THIS THE \_\_\_\_\_ OF \_\_\_\_\_ 20\_\_ A.D.

BY: \_\_\_\_\_ ATTEST:  
 DR. CHRISTOPHER HARVEY LLUVIA T. ALMARAZ,  
 MAYOR OF THE CITY OF MANOR, TEXAS CITY SECRETARY

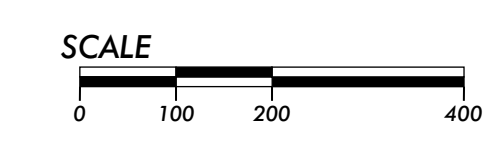




a concept plan for  
**NEWHAVEN**  
 ± 90.3 ACRES OF LAND  
 prepared for  
**ASHTON GREY DEVELOPMENT**

PRODUCT	PH I	PH II	PH III	PH IV	TOTALS
50' x 120'	45 LOTS	43 LOTS	39 LOTS	63 LOTS	190 LOTS
60' x 120'	40 LOTS	12 LOTS	29 LOTS		81 LOTS
<b>SUB TOTAL</b>	<b>85 LOTS</b>	<b>55 LOTS</b>	<b>68 LOTS</b>	<b>63 LOTS</b>	<b>271 LOTS</b>

**META**  
 PLANNING + DESIGN  
 24285 Katy Freeway, Ste. 525  
 Katy, Texas 77494  
 Tel: 281-810-1422



MTA-78007  
 APRIL 25, 2023

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 MAY 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.





1500 County Road 269  
Leander, TX 78641

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

Date: Tuesday, February 8, 2022

Justin Morris  
Jones Carter  
3100 Alvin Devane Blvd  
Austin 78741  
jmorris@jonescarter.com

Permit Number 2021-P-1395-CP  
Job Address: GREGG LN TX, Manor, TX. 78653

Dear Justin Morris,

The first submittal of the New Haven Concept Plan - Gregg Lane Development (*Concept Plan*) submitted by Jones Carter and received on April 27, 2023, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B.

### Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Pauline Gray, P.E. by telephone at (737) 247-7557 or by email at pgray@gbateam.com.

- ~~1. The City signature blocks should be included on the Cover Sheet.~~
- ~~2. The proposed development is not currently zoned and needs to be annexed into the City.~~
- ~~3. Pflugerville is misspelled.~~
- 4. The proposed road running along the proposed SF-1 needs to match what is planned by the City and the adjacent development. The proposed alignment of the road appears to go through the buffer requested by the seller. The eastern lot owned by the seller needs to be a minimum of 8 acres. It does not appear that the roadway has been adjusted.**
- 5. Parkland should be provided and shown on the concept plan. Floodplain is not counted towards parkland. Please review Code of Ordinances Chapter 10 Section 48 in the Code of Ordinances for parkland requirements. Provide documentation that City Council has approved the fee in lieu.**
- 6. For the proposed project a minimum of 4.12 contiguous acres of parkland is required. Provide documentation that the fee in lieu has been approved.**
- ~~7. The location map should be to a scale of 1"=2000' and show the area within one (1) mile radius of the proposed subdivision.~~
- ~~8. Please label the elevations on topography in order for the intervals to be verified.~~

2/8/2022 3:45:45 PM  
New Haven Concept Plan - Gregg Lane Development  
2021-P-1395-CP  
Page 2

~~9. Proposed major categories of land use by acreage should be provided. This includes residential, commercial, open space, parkland.~~

~~10. The proposed number of residential and non-residential lots should be provided along with the estimated number of LUEs for each category of lots and traffic volume to be generated by all proposed development other than single-family residential.~~

**11. Proposed and existing arterial and collector streets to serve the area should be shown on the concept plan.**

~~12. The locations of proposed parks and other public uses should be shown on the concept plan.~~

~~13. A proposed phasing plan should be provided for the project.~~

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Pauline Gray, P.E.  
Lead AES  
GBA

December 5, 2022

Pauline Gray, P.E.  
Jay Engineering, Division of GBA  
1500 Country Road 269  
Leander, Tx 78641  
PO Box 2029  
Leander, Tx 78646-2029

**RE: New Haven Concept Plan- Gregg Lane Development**

Dear Ms. Gray:

We are submitting a comment response letter to address the comments received regarding the first submittal of the New Haven Concept Plan for compliance with the City of Manor Subdivision Ordinance 263B.

1. The City signature blocks should be included on the Cover Sheet.

[Response: The signature block has been added to the cover sheet.](#)

2. The proposed development is not currently zoned and needs to be annexed into the City.

[Response: The PUD process is currently in progress.](#)

3. Pflugerville is misspelled.

[Response: The spelling of Pflugerville has been corrected in all instances.](#)

4. The proposed road running along the proposed SF-1 needs to match what is planned by the City and the adjacent development. The proposed alignment of the road appears to go through the buffer requested by the seller.

[Response: The roadway alignment has been modified to match the plan by the City and the adjacent development.](#)

5. Parkland should be provided and shown on the concept plan. Floodplain is not counted towards parkland. Please review Code of Ordinances Chapter 10 Section 48 in the Code of Ordinances for parkland requirements.

[Response: Parkland will be provided for via fee in lieu.](#)

6. For the proposed project a minimum of 4.12 contiguous acres of parkland is required.

[Response: Parkland will be provided for via fee in lieu.](#)

7. The location map should be to a scale of 1"=2000' and show the area within one (1) mile radius of the proposed subdivision.



Response: The location map has been updated and scaled on the cover sheet.

8. Please label the elevations on topography in order for the intervals to be verified.

Response: The elevations were added to the concept plan.

9. Proposed major categories of land use by acreage should be provided. This includes residential, commercial, open space, parkland.

Response: A table on the cover sheet was added to show the major categories of land use by acreage.

10. The proposed number of residential and non-residential lots should be provided along with the estimated number of LUEs for each category of lots and traffic volume to be generated by all proposed development other than single-family residential.

Response: The proposed LUEs for each category for each category were provided on the cover sheet. Additionally, the traffic volume is provided on the cover sheet.

11. Proposed and existing arterial and collector streets to serve the area should be shown on the concept plan.

Response: The proposed and existing arterial and collector streets have been shown on the plan.

12. The locations of proposed parks and other public uses should be shown on the concept plan.

Response: Parks will be provided for via fee in lieu and all other uses are being shown.

13. A proposed phasing plan should be provided for the project.

Response: A phasing plan has been outlined on the cover sheet and shown on the concept plan.

#### **END OF REPORT**

If you have any questions or require additional information, please call me at (210) 386-8112.

Sincerely,

John Alvarez, P.E.  
Project Manager

JAA/elc



K:\16759\16759-0007-02 Newhaven Subdivision\Project Management\Correspondence\Out\City of Manor\Concept Plan



1500 County Road 269  
Leander, TX 78641

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

Date: Tuesday, December 27, 2022

Justin Morris  
Jones Carter  
3100 Alvin Devane Blvd  
Austin 78741  
jmorris@jonescarter.com

Permit Number 2021-P-1395-CP  
Job Address: GREGG LN TX, Manor 78653

Dear Justin Morris,

The subsequent submittal of the New Haven Concept Plan - Gregg Lane Development submitted by Jones Carter and received on April 27, 2023, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B. We can offer the following comments based upon our review (satisfied comments stricken, new or outstanding comments in bold):

#### Engineer Review

The following comments have been provided by Pauline Gray, P.E.. Should you have any questions or require additional information regarding any of these comments, please contact Pauline Gray, P.E. by telephone at (737) 247-7557 or by email at pgray@gbateam.com.

- ~~1. The City signature blocks should be included on the Cover Sheet.~~
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- 6. For the proposed project a minimum of 4.12 contiguous acres of parkland is required. Provide documentation that the fee in lieu has been approved.**

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**11. Proposed and existing arterial and collector streets to serve the area should be shown on the concept plan.**

~~12. The locations of proposed parks and other public uses should be shown on the concept plan.~~

~~13. A proposed phasing plan should be provided for the project.~~

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) and use the online portal to upload your drawings in PDF format.

Should you have questions regarding specific comments, please contact the staff member referenced under the section in which the comment occurs. Should you have questions or require additional information regarding the plan review process itself, please feel free to contact me directly. I can be reached by telephone at (737) 247-7557, or by e-mail at [pgray@gbateam.com](mailto:pgray@gbateam.com).

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Pauline Gray, P.E.  
Lead AES  
GBA



April 26, 2023

Pauline Gray, P.E.  
Jay Engineering, Division of GBA  
1500 Country Road 269  
Leander, Tx 78641  
PO Box 2029  
Leander, Tx 78646-2029

**RE: New Haven Concept Plan- Gregg Lane Development 2021-P-1395-CP**

Dear Ms. Gray:

We are submitting a comment response letter to address the comments received regarding the second submittal of the New Haven Concept Plan for compliance with the City of Manor Subdivision Ordinance 263B.

1. The proposed road running along the proposed SF-1 needs to match what is planned by the City and the adjacent development. The proposed alignment of the road appears to go through the buffer requested by the seller. The eastern lot owned by the seller needs to be a minimum of 8 acres. It does not appear that the roadway has been adjusted.

[Response: The roadway alignment has been modified to match the request by the City to have the eastern lot of 8 acres.](#)

2. Parkland should be provided and shown on the concept plan. Floodplain is not counted towards parkland. Please review Code of Ordinances Chapter 10 Section 48 in the Code of Ordinances for parkland requirements. Provide documentation that the City Council has approved the fee in lieu.

[Response: Parkland will be provided for via fee in lieu as per approved Development Agreement on April 19, 2023.](#)

3. For the proposed project a minimum of 4.12 contiguous acres of parkland is required. Provide Documentation that the fee in lieu has been approved.

[Response: Parkland will be provided for via fee in lieu as per approved Development Agreement on April 19, 2023. Below is the snipping for parkland section in the Newhaven development Agreement.](#)

**4.07. Parkland/Open Space.**

To satisfy the City Rules, the Project will pay a fee-in-lieu of parkland dedication in the amount of \$550.00 per residential lot. In addition to the City Rules, and in exchange for the City's consideration of the PUD and PID, the Developer has agreed that the Project will also contain various parks, open space, trails and a nature preserve, as generally shown in **Exhibit "D"** (the "**Public Amenities**"). Developer shall grant to the City a Public Access Easement in a form agreed upon by the Parties upon the City's approval of the final plat for the portion of the Property in which the applicable Public Amenities are contained. All Public Amenities shall be maintained by the Developer or the Owner's Association.

4. Proposed and existing arterial and collector streets to serve the area should be shown on the concept plan.

**Response:** The proposed collector and existing arterial (Gregg Lane) have been shown on the plan and labeled.

**END OF REPORT**

If you have any questions or require additional information, please call me at (210) 386-8112.

Sincerely,



John Alvarez, P.E.  
Project Manager

JAA/FR

K:\16759\16759-0007-02 Newhaven Subdivision\Project Management\Correspondence\Out\City of Manor\Concept Plan



1500 County Road 269  
Leander, TX 78641

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

Date: Wednesday, May 10, 2023

Justin Morris  
Jones Carter  
3100 Alvin Devane Blvd  
Austin 78741  
jmorris@jonescarter.com

Permit Number 2021-P-1395-CP  
Job Address: GREGG LN TX, Manor 78653

Dear Justin Morris,

We have conducted a review of the concept plan for the above-referenced project, submitted by Justin Morris and received by our office on April 27, 2023, for conformance with the City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B. The Plans appear to be in general compliance with City Ordinance requirements and we therefore take no exception to their approval as presented.

**Please submit a hard copy of the Concept Plan to Scott Dunlop at the City of Manor for signatures. A copy of the signed Concept Plan will be uploaded under project files on the my permit now website.**

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance. Please call if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Pauline M. Gray".

Pauline Gray, P.E.  
Lead AES  
GBA



5/31/2023

## City of Manor Development Services

# Notification for a Subdivision Concept Plan

Project Name: New Haven Concept Plan - Gregg Lane Development  
 Case Number: 2021-P-1395-CP  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Subdivision Concept Plan for New Haven located near the intersection of Gregg Ln and FM 973, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Subdivision Concept for the New Haven, two hundred seventy-eight (278) lots on 90.3 acres, more or less, and being located near the intersection of Gregg Ln and FM 973, Manor, TX.**

***Applicant: Jones Carter***

***Owner: Gregg Lane Dev., LLC***

The Planning and Zoning Commission will meet at 6:30PM on June 14, 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 Subdivision Concept Plan 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.



ENFIELD PARTNERS LLC ETAL  
(1793955)  
2303 CAMINO ALTO  
AUSTIN TX 78746-2404

PEARCE HELEN LUCILLE LIFE  
ESTATE (1879647)  
15701 ANDERSON RD  
MANOR TX 78653-3580

DEARING HARRY LEONARD JR  
(1499099)  
71 INDIAN CLOVER DR  
THE WOODLANDS TX 77381-2590

PFLUGERVILLE ISD (244029)  
PO BOX 589  
PFLUGERVILLE TX 78691-0589

BOARD OF TRUSTEES OF THE  
MANOR (1680502)  
% DENNIS ANDERSON ETAL

LUTZ JAMES T & ALEXANDRA  
CARRILLO (233410)  
14812 FM 973 N

GAB MANOR LLC (1895124)  
4517 THREE ARROWS CT  
CEDAR PARK TX 78613

AQUA WATER SUPPLY CORP  
(533815)  
PO BOX P  
BASTROP TX 78602-1989



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action to enter into a Software Services Agreement with Camino Inc. for permit and licensing processes.

**BACKGROUND/SUMMARY:**

This proposed contract with Camino will enhance our online permitting process we currently have with the My Government Online platform by providing guides for each permit application so residents and anyone using the MGO system can more accurately and efficiently provide the correct information on their permits without having to email or the call the office. It works by providing personalized check lists for each application, so a user would select the project(s) they are wanting to do, then they system will ask them a series of questions to determine the scope of the project and if that application is correct or if other applications are needed, then it would provide them a list of documents that would be required for that permit, and an estimated total cost for the permit(s). We can also provide additional support documents like city standard details or city code references that are applicable to the specific permit being applied for so the user only sees relevant information to what they're trying to do. There would then be a link to the MGO site for them to apply.

The term of the contract is 5-years and \$9,999/year. The fee would come from Technology Fees that we already assess on each application. Last fiscal year we collected \$40,630 in Technology Fees and this FY to date we've collected \$22,696.

**LEGAL REVIEW:** Yes – Deron Henry  
**FISCAL IMPACT:** No – included in current Technology Fees  
**PRESENTATION:** Yes  
**ATTACHMENTS:** Yes

- Presentation
- Contract

**STAFF RECOMMENDATION:**

It is the City Staff's recommendation that the City Council approve a Software Services Agreement with Camino Inc. for permit and licensing processes.

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



# Camino

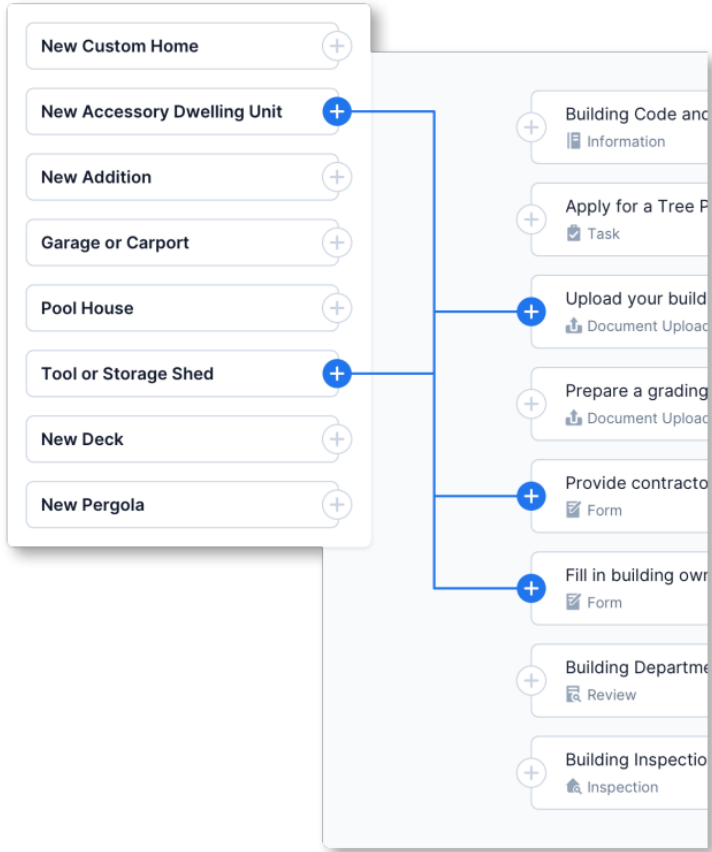
## Development Guide



Item 18.

310

# Camino | The Guide



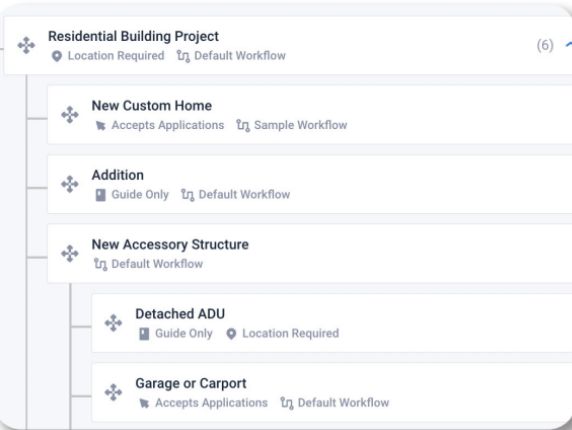
Item 18.

- Camino's guide creates a personalized permit checklist
- Considers multiple department rules & GIS-based regulations
- Can be used across departments and include all forms, resources & fees



# Camino | Configuration

Item 18.



- No-code solution for easy feature building

- Affordable implementation via simple configuration tasks

- Fully configurable software for easy process changes

# Camino | Step-By-Step

Item 18.

Which option below best describes your project?

Q Search by name or description



Residential Projects



Commercial Projects



Sign Permits

Refer to the link to find out if you need a Sign Permit!

[ARTICLE II. - SIGN REGULATIONS](#) | Code of Ordinances | Mineral Wells, T...



Show more

- Guided walkthrough of each part of the application
- Includes all steps, highlights what to be aware of in order to prevent errors

# Camino | Guide Steps

Periodic Inspection Applications › Certificate of Compliance › Mixed Use Building  
23920 Valencia Boulevard, Roseville CA 90000

Summary **Application** Details Documents Map Payments Activ

SUBMISSION-2022-102  
Unsubmitted

BEFORE YOU BEGIN

**Zoning information about your project**  
Information

**Heritage property requirements and acknowledgement**  
Task 5 minutes

APPLICATION INFORMATION

**Fill in a building permit application form**  
Form

**Contractor license information**  
Information Collection

**Building owner information**  
Information Collection

**Contractor proof of insurance documents**  
Document Upload

APPLICATION FEES

**Pay your application fee**

Item 18.

- Organizes information by steps
- Promotes efficiency and time savings for both staff and applicants

# Different Departments



## Building

Includes all construction types and relevant approval review processes: reviews, inspections, permit/ Certificate of Occupancy issuance, etc.



## Licensing

Business Licensing, Contractor Licensing, Animal Licenses, Liquor Licenses, Short-Term Rentals, Business Tax Receipts (BTR)



## Planning

Subdivisions (including Preliminary and Final Plats), Annexations, Planned Unit Development, Signs, Fences



## Code

Code Enforcement, Case Management, Violation Tracking, Violation Letters, Resident-Generated or Staff-Generated



## Public Works

Encroachment Permits, Right-of-Way Permits, Utility Permits



## Health

Food Licenses, Commissary Licenses, Hazardous Facilities, Complaints



# Camino Monthly Value Report

Item 18.

## A Recap of the System's Usage Emailed Each Month



### Camino Monthly Report

October 2021 - Fairfax County, VA

#### How has your community been using your Camino platform

- You had **632 Visitors** to your Camino platform last month
- You reached **457 New Applicants**, providing them with clear and immediate service
- Across visitors, new applicants, and existing applicants, **432 Submissions** were completed

#### Trending Project Types

The following Project Types had the most submissions last month:

1. 118 submissions: Start a Construction Project > Start a Residential Project > Deck
2. 57 submissions: Start a Construction Project > Start a Residential Project > Residential Addition > Residential Addition
3. 54 submissions: Start a Construction Project > Start a Residential Project > Interior Alteration > Interior Alteration

#### 24/7 Support

Of your **432 submissions** last month, **139 submissions (32%) were created outside of working hours** (8:00 am to 5:00 pm). This is an important indicator of when your residents and applicants are making time to get started on their projects.

#### Time Well Spent

To try and help capture our value, we looked at the number of surveys completed, Guides delivered, and comments exchanged. We estimate the time savings could be close to **216 hours**, or about **6 weeks of work**.

Taking that a step further, we took an estimated rate of \$50.00 per hour for a fully burdened full-time employee and think Camino may have helped save about **\$10,800** of staff time.

*As always, please continue to share your questions or feedback.*

*Thank you!*



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316





## Case Study: McKinney, TX

- ✓ Processing an exploding permit volume without hiring new staff
- ✓ 30% of Applications Submitted outside of Working hours
- ✓ 2,000 Users in First Year

Item 18.

*“Camino has been an outstanding program in the City’s ability to provide excellent and consistent customer service. Furthermore, it has allowed us to be at the forefront of technology for both development departments and city government.”*

**Samantha Pickett**

(Business Systems Specialist, McKinney, TX)

317



# Camino

Development Guide



Item 18.

318



Proposal for Manor, TX  
Camino - Development Guide



# Summary of Solution

Camino is a web-based solution that improves the customer experience for permit and licensing processes. Camino software is provided through a SaaS (software as a service) model, meaning that all functionality is accessed through the internet on a subscription basis. For this proposal Camino is excited to offer the solutions outlined below.

## Camino Guide Summary:

The Camino Guide is an informational resource that serves as a virtual 'pre-meeting' for anybody thinking about starting a building project. After first answering a series of questions, applicants will automatically receive a customized guide containing their timeline, fees, and process for successful project completion. The Guide will also integrate with existing GIS systems to let the applicant know whether their project is allowed in the selected zone. By making every applicant an expert, the Camino Guide reduces errors, frees up valuable staff resources, and flags any potential issues at the outset to ensure a faster process.

### Features:

- An online portal where residents can create an account and view current and historical projects.
- An intelligent Guide that will ask applications a series of questions about their building project and informs them where it is allowed and whether a permit or license is required.
- If a permit or license is required, the Guide will generate a customized checklist of steps for the applicant to follow, complete with detailed instructions.
- The Guide will automatically check for zoning compliance and any other geographic factors.
- The agency will be able to track all Guides that are created.
- The agency will be able to configure and manage the Guide through an entirely self-service administrative panel.

## Additional Scope

List any additional functionality here like integrations, custom work etc.

# Implementation and Service Package (select one of the two options below)

## Self-Service Implementation

For this project the customer will be configuring their own Camino implementation with guidance from the Camino team. Camino's software is designed to put the customer in control and agency staff will have *full* access to all system configuration options including:

- Project Type Editor
- Guide Step Editor
- Rule Builder
- GIS Rule Configuration
- Rich Text and Content Editing

The self-service implementation includes:

- 5 hours of training for agency staff.
- 1 hour per week (upon request) of email, zoom or phone support for the first three months of the agreement.
- 1 hour per month (upon request) of support after the first three months.
- A recurring check-in call with Camino. The cadence of the call will be determined based on the scope and pacing of the project.
- Camino assistance with the initial GIS layer import.
- Access to Camino knowledge base.

## Service Package (including Camino-led Implementation)

### Anticipated Implementation Start: June, 2023

*To ensure a fast implementation, Camino reserves slots in advance for new customers. The customer can choose to change the start month at any time, however Camino cannot guarantee availability for any given month. If a change is requested, Camino will reschedule the implementation for the next available slot.*

For this project Camino will be leading and performing system configuration work during the implementation. A Camino Implementation Manager will suggest the best service package based on the project scope (for details see Appendix B – Pricing). The service package will include:

- Everything covered under the Self-Service option above.
- A fixed number of hours that can be used in year one for system configuration, staff training and process mapping.
- Additional hours in future years to add system functionality, make changes to the existing configuration and train new staff.

At the start of the implementation Camino will create a project plan with milestones. If the number of service hours exceeds the selected package the customer can upgrade their package or purchase additional hours.

# Customer Service

## Service Level Agreement

Camino offers a web-based platform that is accessible from all major desktop web browsers. Camino currently works on browser versions that are still supported by their parent company. As of the date of this proposal, the list of supported browsers (on Windows, OSX, or Linux) is:

- Chrome
- Firefox
- Internet Explorer / Edge
- Safari

Camino guarantees 24/7 access with 99.9% uptime. Camino will occasionally bring the service down for scheduled maintenance and updates, but never during the hours of 8am-6pm, M – F.

If this agreement is terminated, Camino will (upon request) provide the customer with a full export of all customer data within 30 days of the request and up to 90 days following termination of the agreement.

## Technical Support Services

Camino will assign a Customer Success Manager to assist with onboarding, training, and ongoing support. This representative will be the primary point of contact for all requests and issues.

In order to initiate a technical support ticket, the customer must email [support@camino.ai](mailto:support@camino.ai), or their designated Account Manager or Implementation Manager. Requests made through other channels are not subject to this SLA.

Camino uses the following incident response levels:

- Level 1: Mission critical error that prevents users from accessing or using the system.
- Level 2: A critical feature is broken.
- Level 3: All other bugs or errors.

When an issue is reported, Camino will respond within 4 hours during the hours of 8am-9pm PST, M-F. The response will include a support ticket and estimated time to fix. Camino targets the following fix times:

- Level 1 incident: 24 hours.
- Level 2 incident: 48 hours.
- Level 3 incident: 5 days.

## Training

Regardless of the implementation package, Camino will provide one kick-off meeting at the beginning of the implementation and up to five hours of staff training. The customer can include whichever staff they choose in this training session. Camino Led implementations will include additional hours.

Camino will run a monthly, two-hour virtual training webinar that all customers can access for free. Training content will be determined by the needs of the participants.

# CAMINO INC. SOFTWARE SERVICES AGREEMENT



	<u>Organization Contact</u>	<u>Billing Contact (If Different)</u>
Customer Name:	Manor, TX	
Contact Name:	Scott Dunlop	
Address:	105 E Eggleston St, Manor, TX 78653	
Telephone:	(512)-215-8262	
Email:	sdunlop@manortx.gov	



**Effective Date:** 06/15/2023

**Scope of Agreement:** As outlined in the above proposal.

**Fees:** Starting at the effective date, the customer will pay an annual fee as outlined in Appendix B for the services outlined in the Summary.

Welcome to Camino! Thanks for using our software. This Software Agreement ("Agreement") is entered between Camino, Inc., with its principal place of business at 2261 Market Street #4302 San Francisco, CA 94114 ("Camino"), and you, the entity identified above ("Customer"), as of the Effective Date. This Agreement includes and incorporates the Camino Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the Camino Terms and Conditions.



	<u>Customer</u>	<u>Camino</u>
Signature:		
Printed Name:		Nate Levine
Title:		CSO
Date:		
Attest:		
Name:		
Title:		
Date:		



Appendix ACamino Terms and Conditions

## 1. SOFTWARE SERVICES

1.1 Subject to the terms and conditions of these Camino Terms and Conditions (the "Agreement"), Camino will use commercially reasonable efforts to perform the software services (the "Software Services") identified in the applicable Software Agreement entered into by Camino and Customer ("Software Agreement").

1.2 Customer understands that Camino's performance depends on Customer timely providing Camino with relevant data, feedback and configuration assistance. Any dates or time periods relevant to Camino's Performance will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. Camino shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

## 2. RESTRICTIONS AND RESPONSIBILITIES

2.1 This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

2.2 Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

3. OWNERSHIP. Camino retains all right, title, and interest in the Software Services and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

3.1 Camino warrants that Camino is the owner of the Software Services and has the right to license it to third parties. Camino will defend, at its expense, any action brought against Customer based on a claim that the Software Services infringe upon a United States or Canadian patent, copyright, trade secret, or other proprietary right of a third party. Camino agrees to indemnify Customer and hold Customer harmless against damages and costs, including attorney's fees, finally awarded against Customer in such actions.

4. CONFIDENTIALITY. Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). Camino's Confidential Information includes, without limitation, the software underlying the Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is data that the Customer has previously released or would be required to release

according to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

Notwithstanding the foregoing, Camino is made aware that Customer is subject to the Texas Open Records Act and the Texas Open Meetings Act, and as such, confidential information, as defined by these statutes, will remain confidential to the extent permitted and subject to the processes of maintaining confidentiality described therein.

5. PAYMENT OF FEES. The fees for the Software Services ("Fees") are set forth in the applicable Software Agreement. Customer shall pay all Fees within thirty (30) days after the date of Camino's invoice (which Camino typically sends 45 days after the Effective Date).

## 6. TERM & TERMINATION

6.1 Subject to compliance with all terms and conditions, the first term of this Agreement shall be from the Effective Date and shall continue for a period of sixty (60) months. At the termination of the initial term, the Customer will have the option to renew this agreement for subsequent twelve (12) month terms. The customer will be billed on an annual basis for each twelve (12) month term, and either party may terminate this Agreement at the end of the applicable term, without penalty, with thirty (30) days prior written notice. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

6.2 Upon termination, Customer will pay in full for all Software Services performed up to and including the effective date of termination. Upon any termination of this Agreement: (a) all Software Services provided to Customer hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

6.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## 7. WARRANTY AND DISCLAIMER

7.1 Camino represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

7.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to Camino for use in and in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) Camino's use of such materials in connection with the Software Services" will not violate the rights of any third party.

7.3 CAMINO DOES NOT WARRANT THAT THE SOFTWARE 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 SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND CAMINO DISCLAIMS ALL

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8. **LIMITATION OF LIABILITY.** NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9. **MISCELLANEOUS.** Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable Software Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. 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 and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the Software Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, 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. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. 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 facsimile or e-mail; 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.

10. **INSURANCE.** Camino shall maintain for the duration of this Agreement the following insurance:

10.1 Commercial General Liability including coverage for premises, products -and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.

10.2 Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability: (1) Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and (2) Primary Property Damage of at least \$250,000 per occurrence; or (3) Combined single limits of \$1,000,000 per occurrence.

10.3 Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

10.4 **INDEMNIFICATION.** Camino shall indemnify, defend, and hold harmless the City of Manor and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises in the performance of this Agreement. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses arising solely from the negligent or willful acts of the City the City of Manor; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

## 11. ADDITIONAL PROVISIONS.

11.1 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect, and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Travis County, Texas.

11.2 To the extent this Contract constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Contractor represents that neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Contract. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

11.3 To the extent this Contract constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, 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.

11.4 Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

11.5 Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.



11.6 Form 1295. Texas law requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

11.7 Contractor represents and warrants that Contractor is registered to conduct business in the State of Texas and the individual executing this Agreement is authorized to bind the Contractor to his Agreement

## Fees

Item	Includes	Cost
Camino Guide (information only)	<ul style="list-style-type: none"><li>• Unlimited external users</li><li>• Includes unlimited submission types</li><li>• Features outlined in proposal</li></ul>	\$9,999 / year
Service Package	<ul style="list-style-type: none"><li>• Includes 75 hours in Year 1 for implementation.</li><li>• Includes 25 hours per year in subsequent years.</li></ul>	\$0 (Included with subscription)

# CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item 18.

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

Certificate Number:  
2023-1026345

Date Filed:  
05/25/2023

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Camino Technologies  
San Francisco, CA United States

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

**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.**  
2023-29  
Permitting Software - (Camino's Development Guide)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Levine, Nate	Palo Alto, CA United States	X	
	Rosengarten, Mike	Nashville, TN United States	X	
	Mariani, Dave	San Mateo, CA United States	X	
	Floyd, Ryan	Menlo Park, CA United States	X	

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

**6 UNSWORN DECLARATION**

My name is Bryce Bullock, and my date of birth is \_\_\_\_\_.

My address is 3717 Bagley Ave. Apt. 309, Los Angeles, CA, 90034, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Los Angeles County, State of California, on the 26th day of May, 2023.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Stormwater Fee Implementation Scope of Work.

**BACKGROUND/SUMMARY:**

At the April 19, 2023 City Council Workshop and Regular meeting Raftelis and city staff presented a stormwater drainage fee program to the City Council for feedback on how the rates were currently modeled, the programs the fee could fund, and the implementation timeline. Feedback was received about varying rates for different land uses (residential vs. commercial), when other cities adopted their stormwater fees and their populations at the time, if a lower rate was approved and general fund transfer were used to build up the program how those transfers would affect the overall budget, and working implementation of the fee into this upcoming fiscal year’s budget.

To continue evaluating the fee and responding to the City Council’s direction, as well as drafting a public outreach communications plan and integration into our billing system (should the fee be adopted), Raftelis has provided a new Scope of Work for \$49,000 to cover those costs.

**LEGAL REVIEW:** Yes – Deron Henry  
**FISCAL IMPACT:** Yes - \$49,000  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Scope of Work

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve a Stormwater Fee Implementation Scope of Work.

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



## Scope of Work- Stormwater Fee Implementation

### Task 1: Project Management

The team will meet with the City project manager and project staff to review the scope of work and discuss the schedule in detail. We will provide consistent and competent project management to ensure project success and adherence to timelines and budgets. Management responsibilities extend to general administrative duties such as client correspondence, billing, and project documentation.

### Task 2: Data Development

As dictated by the stormwater fee rate structure, Raftelis will measure impervious area on all parcels identified as Non-Single Family Residential (NSFR) within City limits. All updates will be performed using the latest available aerial imagery from the Texas Natural Resources Information System (TNRIS) and the latest available parcel layer provided by the City. This dataset will be transferred to the City for ongoing use and maintenance. Raftelis will provide resources and information for the City including geoprocessing tools to assist with future impervious area updates after go-live. In the Phase I analysis, Raftelis identified approximately 250 parcels with impervious area that were flagged for measurement. Additional parcels may result from the analysis described in Task 4.

*Deliverable:* Impervious area polygons

### Task 3: Data Maintenance and Billing Policies

Raftelis will help the City identify appropriate data maintenance and billing policies for updating stormwater fees going forward. Raftelis will provide recommendations on approaches and techniques for updating impervious data in response to issuing of new permits or C/Os, aerial imagery updates, appeals, and parcel data updates. Raftelis will also help enumerate policies for appeals, credits and discounts, providing best practices, benchmarking, and recommendations to the City to guide policy development.

*Deliverable:* Policy documentation

### Task 4: Parcel-Account Matching

To support complete and accurate stormwater billing, Raftelis will match parcels to an appropriate utility account or account(s) using a data set of current utility accounts. Aggregations, splitting of fees, and other billing policies (determined above) are correctly applied. Raftelis will recommend the creation of new utility accounts, where necessary, to convey stormwater fees, and will work with the City to get those accounts set up.

### Task 5: Rate Model Finalization

Raftelis will modify the financial rate model provided as part of Phase I. The team will replace the NSFR impervious area estimates with measurements from Task 4. The model will also include the latest parcel/account data to provide the most accurate revenue estimates. Raftelis will also incorporate any changes in costs and assumptions based on input from the City, and if appropriate, will adjust collection rates

to account for parcel to account matching discussed above. Raftelis will produce a model that will accurately reflect billings and financial impacts of final rates.

*Deliverable:* Final rate model

### **Task 6: Public Outreach**

A Raftelis communications professional will draft a communications and outreach plan to communicate the need for and benefits of a new funding mechanism for stormwater management. The plan will include messages, tactics, materials, and timelines for carrying out a successful implementation based on industry best practices. Raftelis will also help develop identified materials and communications, such as FAQs, fact sheets, brochures, flyers, social media content, and bill inserts. Raftelis staff will also be present at any public meetings or stakeholder group meetings to communicate the fee, on an as-needed basis.

*Deliverables:* Communications plan, outreach materials

### **Task 7: Billing Systems Integration and Billfile Development**

Raftelis will work with City staff to determine the appropriate format and specifications for the initial stormwater bill file. Raftelis will develop test cases to assist with testing of stormwater bills produced by the billing system. This will help ensure accurate and complete bill printing prior to go-live. The Raftelis team will work with City staff to ensure a method is identified for applying future updates to stormwater fees in the billing system. Based on the final rates, billing policies, billing system specifications and the linking of parcels and accounts in the City, Raftelis will prepare an initial bill file to be loaded into the City's utility billing system.

*Deliverable:* Stormwater bill file

### **Task 8: Customer Service Support**

On an as-needed basis, Raftelis staff will assist the City with responding to initial information requests and appeals from customers, acting as a subject matter expert providing unbiased facts and information about the fee to educate customers and resolve requests. Where applicable, Raftelis will apply updates to the City's impervious area data in response to valid appeals.

Raftelis will also prepare sample scripts for customer service staff to use going forward. These scripts will provide paths to resolution for common customer requests and will note when appeals or inquiries should be elevated to a supervisor or subject matter expert.

*Deliverable:* Sample scripts, written responses to customer inquiries

### **Task 9: Additional Research and Support**

This task covers any additional research and analysis that may occur for issues relating to stormwater fee implementation. Activities may include discussions additional peer benchmarking, meeting with the City's

legal team on defensibility of alternative rate structures, analyzing impacts of future development, and/or analyzing capital spending and timing of capital projects.

### **Task 10: Meetings, Reports, and Presentations**

The team will meet with City staff members on an as-needed basis for implementation support. Raftelis will revise the Feasibility Study Report to include all tasks and outcomes performed as part of fee preparation and implementation. The report will document all recommendations provided by staff regarding public outreach, billing data maintenance, billing policy, billing systems integration, and data QC. Staff will be available to present the report, respond to questions and solicit feedback at the City's discretion. The team will present materials to staff, Council, stakeholders, and the public as required to communicate information related to the stormwater fee and program.

*Deliverable:* Final Report; Presentations

### **Budget & Schedule**

For the tasks described above, Raftelis proposes a total fee of \$49,000. We anticipate that the work would take place between May and September 2023, with additional support after go-live dependent on remaining project budget.



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Coordinated Sign Plan for the Presidential Meadows Retail Center.

**BACKGROUND/SUMMARY:**

A new multi-tenant building was constructed at 13225 George Bush St in the Presidential Meadows subdivision, which is in our ETJ but we regulate signs in the ETJ, and since the building has 4 or more tenant suites a coordinated sign plan is required. This sign plan provides the sign face area for each tenant space and the maximum square footage for each tenant space within those sign areas. It further adds that sign lettering has a maximum height of 2' and logos at 5' and that the signs are face-lit channel letters. The plan only includes signage on the front of the building, which faces US 290.

This item was on the P&Z agenda for 6/14 but there was no quorum so it has been placed on the City Council agenda so the applicant and tenants don't have to wait another month for sign permits. Two of the tenant locations are already open with a third about to be and they cannot have permanent signage until this Coordinated Sign Plan is approved.

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

- Coordinated Sign Plan

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve a Coordinated Sign Plan for the Presidential Meadows Retail Center.

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



# PRESIDENTIAL MEADOWS RETAIL CENTER

13225 GEORGE BUSH STREET  
MANOR TEXAS 78653

## MASTER SIGN PLAN



PROJECT  
PRESIDENTIAL MEADOWS RETAIL  
CENTER

DRAWING TITLE  
SIGNING ELEVATIONS

DATE  
SCALE

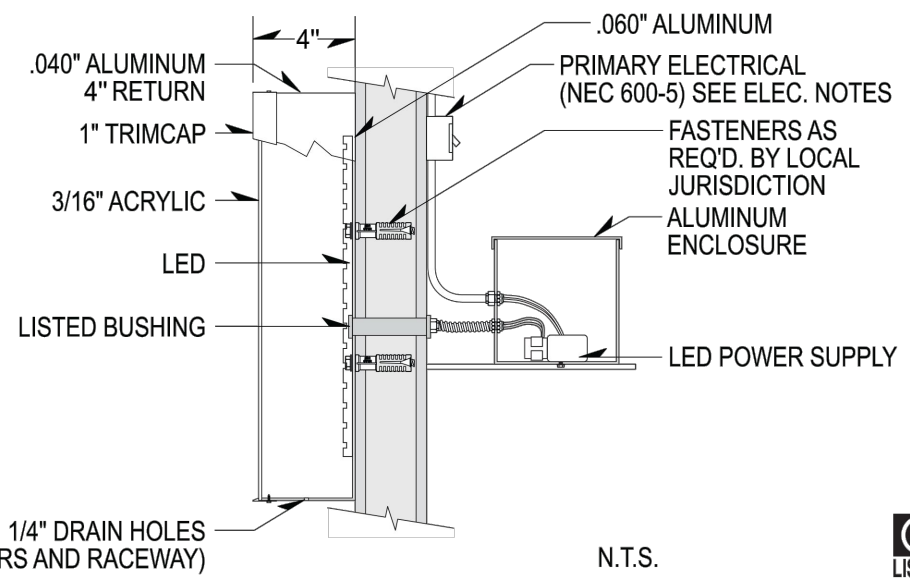
336

NOT TO EXCEED THE SIGN BAND AREA  
IN THE MENTIONED MEASUREMENTS

# SIGN FACE AREA

NOT TO EXCEED THE SIGN BAND AREA IN THE MENTIONED MEASUREMENTS

## CHANNEL LETTER - TYPICAL SECTION - FRONT-LIT PLASTIC FACE



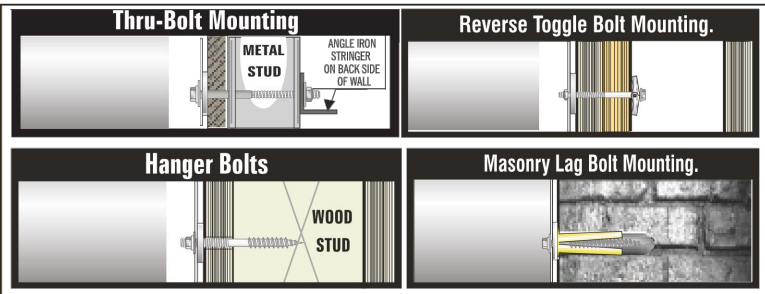
FACE-LIT CHANNEL LETTER ON RCWY SIGN SPECS:  
 FACES: ACRYLIC - FIRST SURFACE VINYL  
 TRIMCAP: 1" PAINTED  
 RETURNS: 4" DEEP. 0.40 ALUMINUM RETURNS PAINTED  
 BACKS: 3MM ACM ALUM. - INSIDE PAINTED W/L.E.F.  
 ILLUMINATION: WHITE L.E.D. INTERNAL BELOW 3000 KELVIN  
 MOUNTING: INDIVIDUAL  
 SQ.FT: IT SHOULD NOT EXCEED THE MENTIONED SQ.FT

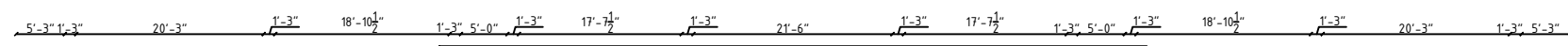
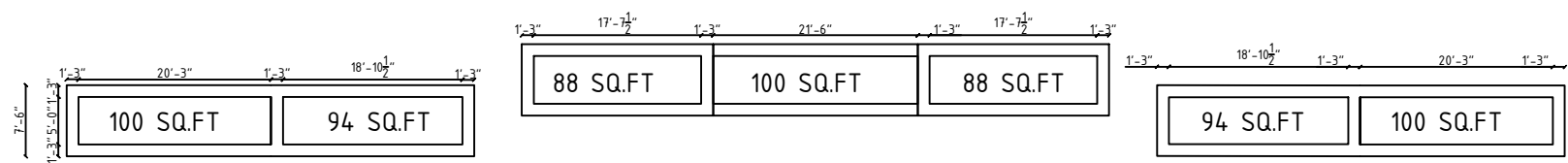
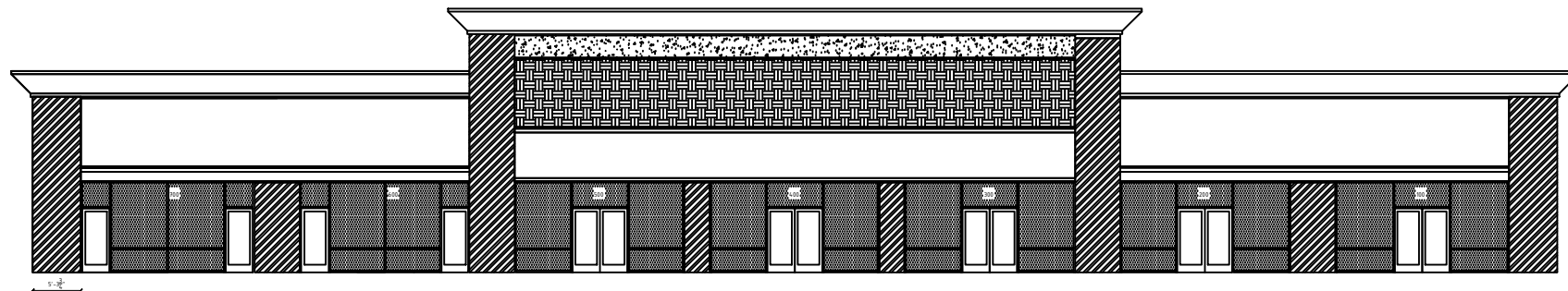
PER CITY CODE ILLUMINATED SIGNS MUST BE TURNED OFF CLOSING TIME OR 10PM AT THE LATEST

## ELECTRICAL NOTES

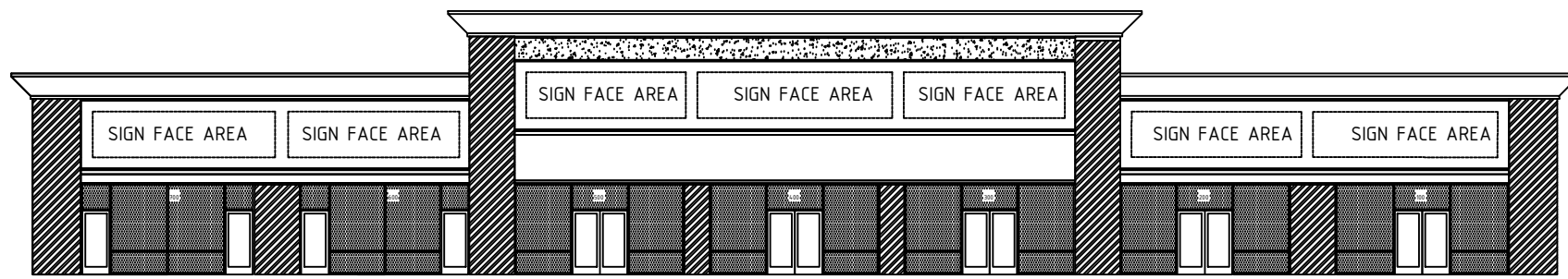
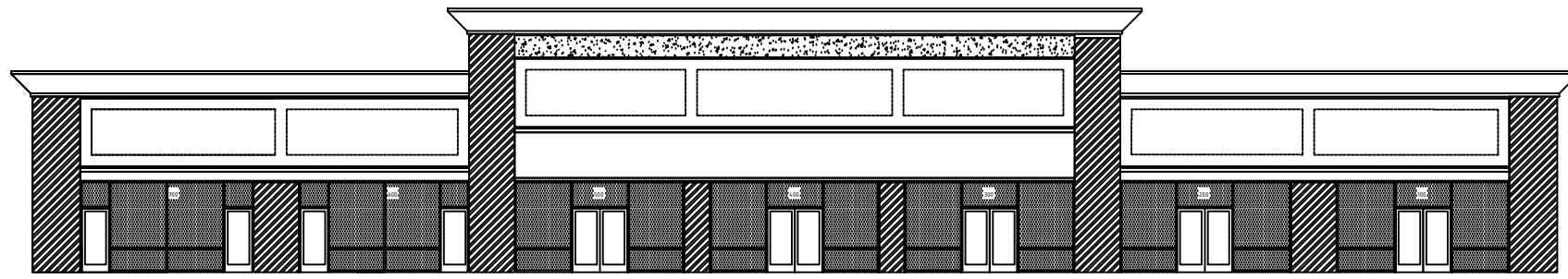
- Power to the sign must be done by a licensed electrical contractor or licensed electrician.  
 Each sign must have:
1. A minimum of one dedicated 120V 20A circuit
  2. Junction box installed within 6 feet of sign
  3. Three wires: Line, Ground, Neutral

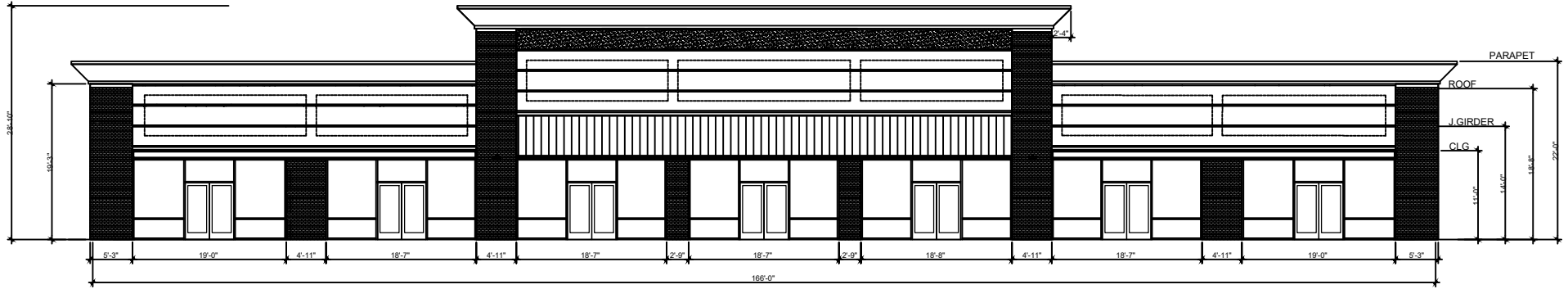
## MOUNTING OPTIONS



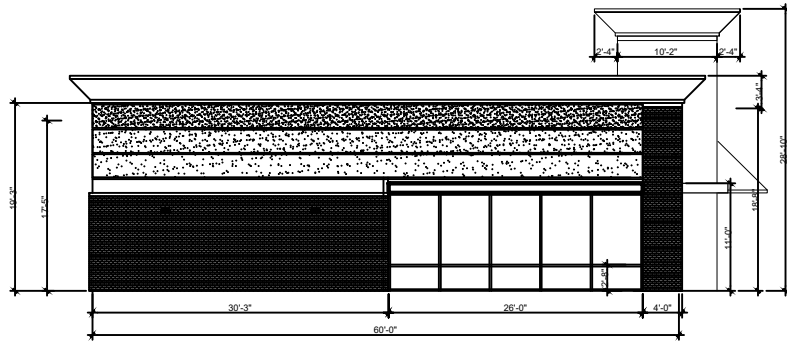


11'-8"  
1'-3"  
5'-0"  
1'-3"  
4'-3"  
3'-0"

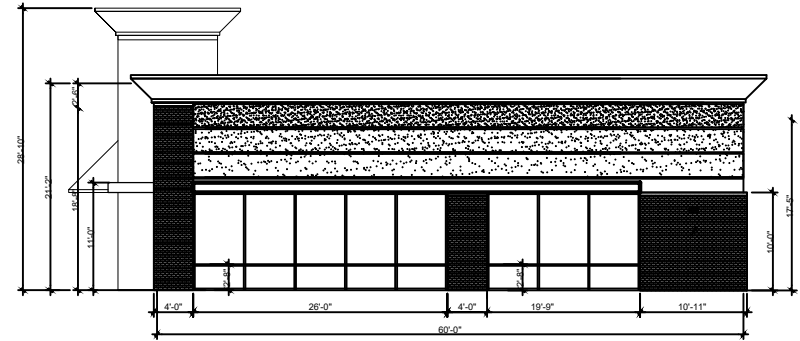




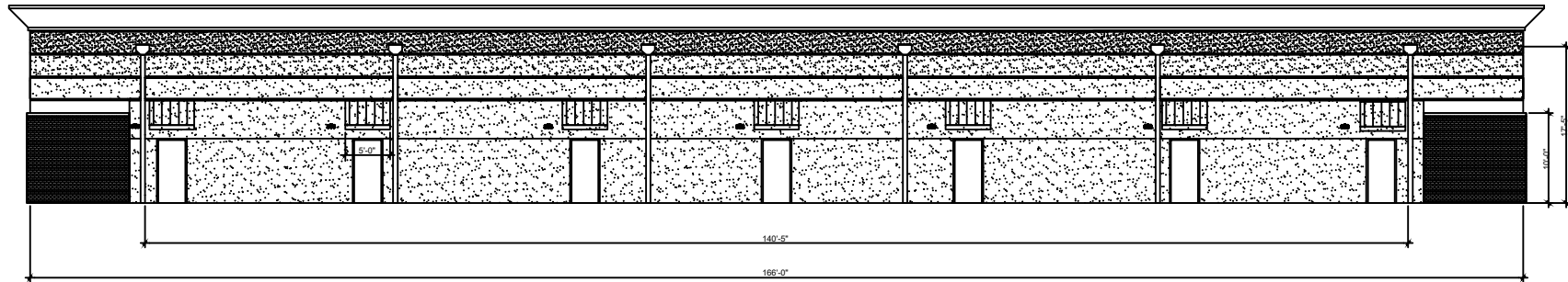
1 SOUTH ELEVATION 1/8" = 1'-0"



2 WEST ELEVATION 1/8" = 1'-0"



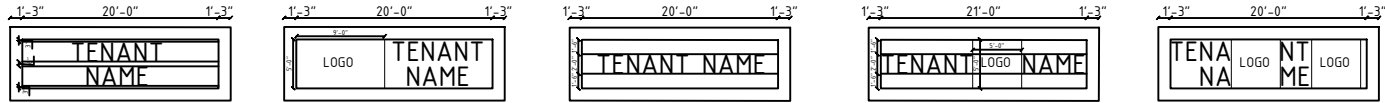
3 EAST ELEVATION 1/8" = 1'-0"



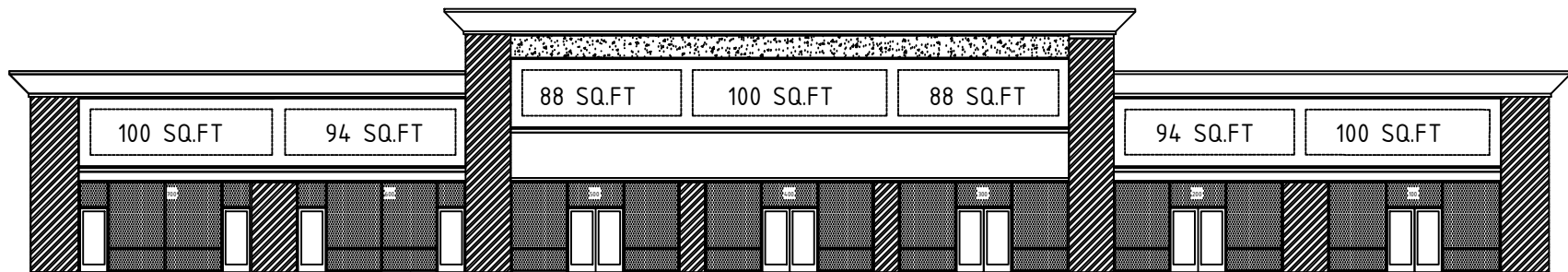
4 NORTH ELEVATION 1/8" = 1'-0"



DESIGN MODLES :



ALL THE LETTERS SHOULD NOT EXCEED HEIGHT 24" AND LOGOS SHOULD NOT EXCEED HEIGHT 60"





### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on Letter of Intent for Underwriting Services for Special Assessment Bonds and G-17 (Mustang Valley Public Improvement District).

**BACKGROUND/SUMMARY:**

On June 7, 2023, City Council created the Mustang Valley Public Improvement District (PID). The City’s PID policy provides that the City Council select an underwriter with input from the Developer. City staff recommends FMSbonds be selected as the Underwriter to provide services for the special assessment bonds due to their experience and prior services rendered to the City. The Developer has not objected to this recommendation. The attached Letter of Intent is provided for City Council consideration.

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

- Letter of Intent

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council select FMSbonds to provide underwriting services for the Mustang Valley PID and approve the Letter of Intent for Underwriting Services for Special Assessment Bonds and G-17 and authorize the City Manager to execute the Letter of Intent.

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



March 23, 2023

Mr. Scott Moore, City Manager  
 City of Manor  
 105 E. Eggleston Street  
 Manor, Texas 78653

Re: Letter of Intent for Underwriting Services for Special Assessment Bonds & G-17

Dear Mr. Moore:

FMSbonds, Inc. ("FMS") is being engaged as the underwriter by the City of Manor (the "City") for its forthcoming issuance of Public Improvement District Special Assessment Bonds (the "Bonds"). We ask that you, as representative of the Issuer and Obligated Party within the meaning of SEC rules ("Issuer"), agrees, and acknowledge by signing below:

- FMS has been engaged as the underwriter for each issuance of the Bonds (the "Underwriter") and not as financial advisor or municipal advisor;
- As an Underwriter, FMS may provide advice to the City on the structure, timing, terms and other similar matters concerning the Bonds;
- The Issuer has reviewed Attachment I which contains Municipal Securities Rulemaking Board (MSRB) Rule G-17 disclosures;
- It is the present intention of the City that FMS will underwrite each issuance of Bonds for the City, upon formal approval by the City, finalizing the structure of the Bonds, and the execution of a mutually agreed upon Bond Purchase Agreements for each issue.
- Any advice, suggestions, or recommendations we may provide to the Issuer in connection with the structuring and issuance of the Bonds shall be part of our scope of services as Underwriter.
- The services we shall provide as Underwriter are limited in scope to the Bonds and can be terminated at the discretion of the City at any time.

Sincerely yours,

Acknowledged and Agreed to by:

**FMSbonds, Inc.**

By: \_\_\_\_\_  
 Print Name: R.R. "Tripp" Davenport, III  
 Print Title: Director

By: \_\_\_\_\_  
 Print Name: Scott Moore  
 Print Title: City Manager

## Attachment I

### MSRB G-17 Disclosure

The City has engaged FMSbonds, Inc. (“FMS”) to serve as underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of Special Assessment Bonds (the "Bonds"). As part of our services as underwriter, FMS may provide advice concerning the structure, timing, terms, and other similar matters concerning each issuance of Bonds. Any such advice was provided by FMS as an underwriter and not as your financial advisor.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers, delegated persons such as the Issuer and investors.
- The underwriter’s primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. As such, the underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.
- The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.
- As underwriter, we will review the disclosure document for each issuance of Bonds in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.<sup>1</sup>

FMS will be compensated by a fee and/or an fee that will be set forth in each bond purchase agreement to be negotiated and entered into in connection with each issuance of Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by FMS.

Please note nothing in this letter is an expressed nor an implied commitment by us to provide financing or to purchase or place each issuance of Bonds or any other securities. Any such commitment shall only be set forth in a bond purchase agreement or other appropriate form of agreement for the type of transaction undertaken by you.

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<sup>1</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the disclosure document by the underwriters is solely for purposes of satisfying the underwriters’ obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the disclosure document.



Further, our participation in each transaction contemplated herein remains subject to, among other things, the execution of a bond purchase agreement (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMS is acting independently in seeking to act as an underwriter in the transactions contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMS assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the other underwriters in connection with the transactions contemplated herein or otherwise.

If you or any other Issuer representatives have any questions or concerns about these disclosures, please make those questions or concerns known immediately to FMS. In addition, Issuer should consult with its own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. Depending on the final structure of the transaction that the City and FMS decide to pursue or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures.

It is our understanding that you have the authority to bind the City with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify FMS immediately.

The MSRB requires that we seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above within five (5) business days of the date of this letter. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTIONS:**

Consideration, Discussion and Possible Action on an Ordinance of the City of Manor, Texas Making a Finding of Special Benefit to the Property in Improvement Area #3 of the Manor Heights Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in Improvement Area #3 of the District; Approving an Assessment Roll for Improvement Area #3 of the District; Levying Assessments against Property within Improvement Area #3 of the District; Providing for Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property within Improvement Area #3 of the District; Approving an Amended and Restated Service and Assessment Plan; Providing for Related Matters in Accordance with Chapter 372, Texas Local Government Code; Providing An Effective Date; and Providing for Severability.

**BACKGROUND/SUMMARY:**

The Council approved Resolution 2023-21 on June 7, 2023, which approved the Preliminary Amended and Restated Service and Assessment Plan (the "SAP") and the preliminary assessment roll for Improvement Area #3 for the Manor Heights Public Improvement District, and called for a public hearing on June 21, 2023 for the levying of the assessments in Improvement Area #3 of the District. The levy and assessment amount for the Improvement Area #3 Improvements (as defined in the SAP) is approximately \$11,332,194, as referenced in Exhibit C of the SAP, and including Bond Issuance Costs. The SAP sets forth the estimated total costs of the authorized improvements to be financed by Improvement Area #3 of the District for the development, and the Assessment Roll states the assessments 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. With the adoption of this Ordinance, the Council will establish the method of payment for the assessments and levy an assessment on the property of the development district which will fund the interest and principal payments on the bonds. The Assessment Ordinance will need to be recorded in the real property records of Travis County, Texas within 7 days of approval.

**LEGAL REVIEW:** Yes, Bond Counsel  
**FISCAL IMPACT:**  
**PRESENTATION:**  
**ATTACHMENTS:** Yes

- Ordinance No. 708 Levying Assessments

**STAFF RECOMMENDATION:**

Staff recommends approve Ordinance No. 708 regarding the levy of assessments in Improvement Area #3 of Manor Heights Public Improvement District and the approval of the Amended and Restated Service and Assessment Plan.

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

**ORDINANCE NO. 708**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN IMPROVEMENT AREA #3 OF THE MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT; PROVIDING FOR THE METHOD OF ASSESSMENT OF SPECIAL ASSESSMENTS AGAINST PROPERTY IN IMPROVEMENT AREA #3 OF THE DISTRICT; APPROVING AN ASSESSMENT ROLL FOR IMPROVEMENT AREA #3 OF THE DISTRICT; LEVYING ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #3 OF THE DISTRICT; PROVIDING FOR PAYMENT OF THE ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; ESTABLISHING A LIEN ON PROPERTY WITHIN IMPROVEMENT AREA #3 OF THE DISTRICT; APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN; PROVIDING FOR RELATED MATTERS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY**

**WHEREAS**, Sky Village Kimbro Estates, LLC and RHOF, LLC, in accordance with Chapter 372 of the Texas Local Government Code (the “PID Act”), filed a petition (the “Petition”) with the City Secretary on September 10, 2018 requesting that the City authorize the Manor Heights Public Improvement District (the “District”) to be created within the City limits; and

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

**WHEREAS**, after providing the notices required by the PID Act and by Chapter 551 of the Texas Government Code, (the “Open Meetings Act”), the City Council conducted a public hearing on November 7, 2018, to hear evidence and make findings as to the advisability of the improvements to be constructed for the benefit of the District (the “Authorized Improvements”); the nature of the Authorized Improvements; the estimated cost of the Authorized Improvements, including the administrative costs of establishing and operating the District (the “Actual Costs”); the boundaries of the District; the apportionment of the Actual Costs to be assessed against property in the District, and between the District and the municipality; and the method of assessment; and

**WHEREAS**, on November 7, 2018, after the closing of the public hearing, the City Council adopted Resolution No. 2018-10 which authorizes the District, and which includes the City Council’s findings as to the advisability of the Authorized Improvements; and

**WHEREAS**, on November 9, 2018, the City published notice of its authorization of the District in the *Manor Community News*, a newspaper of general circulation in the City and no written protests of the District were filed by any owners of record of property within the District within 20 days after November 9, 2018; 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**, Forestar (USA) Real Estate Group, Inc., a Delaware corporation, RHOF, LLC, a Texas limited liability company, and Continental Homes of Texas, L.P., a Texas limited partnership, are the owners of all of the real property that comprises the District (collectively, the “Landowner”), and Forestar (USA) Real Estate Group, Inc. is the developer of the property within the District; 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 District for the costs of certain public improvements as authorized by the Act; and

**WHEREAS**, the City Council 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; and

**WHEREAS**, the City Council, on June 7, 2023, adopted Resolution No. 2023-21, which included as an exhibit a preliminary amended and restated service and assessment plan of the type described in Sections 372.013 and 372.014 of the Texas Local Government Code, directing the filing of the Improvement Area #3 Assessment Roll (the “Assessment Roll”), a copy of which is included as an exhibit to the attached *Exhibit A* and are incorporated herein, making the Assessment Roll available for public inspection, and approving the notice published on June 9, 2023 in *The Manor Journal* of a public hearing to be conducted on June 21, 2023, to consider the proposed assessments to be levied against property located in Improvement Area #3 of the District (the “Assessments”), and also mailed notice of the same hearing to the property owners; and

**WHEREAS**, the City Council conducted said hearing at the City Council meeting on June 21, 2023, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or to contest the Assessment Roll, and each proposed assessment, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the apportionment of the costs of the Authorized Improvements, the purpose of the Assessments, the special benefits accruing to the property within Improvement Area #3 of the District due to the Authorized Improvements, and the penalties and interest of annual installments and on delinquent annual installments of the Assessments; and

**WHEREAS**, there were no written objections or evidence submitted to the City Secretary either before or at the hearing in opposition to the Amended and Restated Service and



Assessment Plan (as defined below), the apportionment of the costs of the Authorized Improvements, the Assessment Roll, or the levy of the Assessments; and

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

**WHEREAS**, the Service and Assessment Plan, which has been amended from the Original Service and Assessment Plan, and as updated on August 17, 2022, covers a period of at least five years, defines the District’s annual indebtedness and projected Actual Costs, and states provisions relating to due and delinquency dates for the Assessments, interest on Annual Installments, and procedures in connection with the imposition and collection of the Assessments; and

**WHEREAS**, the owners of 100% of the privately-owned and taxable property located within Improvement Area #3 of the District, and who are persons to be assessed pursuant to this Ordinance, executed and presented to the City Council on May 5, 2021, a Landowner Agreement (the “Landowner Agreement”) in which said owners acknowledged, accepted, and approved of, without reservation, the Service and Assessment Plan, the Assessment Roll, this Ordinance, and the levy of the Assessments against their property located within Improvement Area #3 of the District, and agree to pay the Assessments when due and payable; and

**WHEREAS**, the City Council finds and determines that the Assessment Roll, and the Service and Assessment Plan in a form substantially similar to the attached *Exhibit A*, should be approved, and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan.

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

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

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

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

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

**Section 5. Assessment Roll.** The Assessment Roll, attached as Exhibit J to the Service and Assessment Plan, is hereby approved as the Assessment Roll for Improvement Area #3 of the District.

**Section 6. Levy and Payment of Assessments for Actual Costs of Improvement Project.** (a) The City Council hereby levies an assessment on each tract of property located within Improvement Area #3 of the District, except for the Non-Benefited Property, as shown and described on the Service and Assessment Plan and the Assessment Roll. There is further levied and assessed against each tract of property located within Improvement Area #3 of the District, except for the Non-Benefited Property, additional annual assessments for the Annual Collection Costs and the Additional Interest, as described in the Service and Assessment Plan, which shall be part of the Assessment and the Annual Installment. The amount of the Annual Installment shall be reviewed and determined annually by the City Council following the City Council's annual review of the Service and Assessment Plan for the District. Pursuant to Section 372.015(d), the amount of assessment for each property owner may be adjusted following the annual review of the Service and Assessment Plan.

(b) The levy of the Assessments related to Improvement Area #3 of the District shall be effective on the date of execution of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

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

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

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

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

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

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

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

**Section 8. Penalties and Interest on Delinquent Assessments.** Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan. The Assessments shall have lien priority as specified in the PID Act and the Service and Assessment Plan.

**Section 9. Lien Property.** (a) As provided in that certain Landowner Agreement between the City and the Landowner, dated May 5, 2021, the City Council and the Landowner intend for the obligations, covenants and burdens on the Landowner of the Assessed Property, including without limitation such Landowner's obligations related to payment of the Assessments and the Annual Installments, to constitute a covenant running with the land. The Assessments and the Annual Installments levied hereby shall be binding upon the Landowner, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the PID Act and the Service and Assessment Plan.

(b) The Assessments and Annual Installments levied and assessed against the property within Improvement Area #3 of the District as provided in this Ordinance and the Service and Assessment Plan, together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a lien upon each tract of property within Improvement Area #3 of the District against which the same are levied and assessed, and a personal liability and charge against the real and true owners of each such tract, including the successors and assigns, whether such owners be named herein or not, and said liens shall be and constitute the first enforceable lien and claim against the lot on which such assessments are levied, and shall be a first and paramount lien thereon, superior to all other liens and claims except state, county, school district and City ad valorem taxes.

**Section 10. Appointment of Administrator and Collector of Assessments.** (a) P3Works, LLC is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Annual Collection Cost.

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

**Section 11. Applicability of Tax Code.** To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code governing enforcement of ad valorem tax liens shall be applicable to the imposition and collection of Assessments by the City, and the Texas Tax Code shall otherwise be applicable to the extent provided by the PID Act.

**Section 12. Severability.** If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 13. Filing in Land Records.** The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Assessment Roll, to be recorded in the real property records of Travis County by no later than the seventh day after the City Council passes and approves this Ordinance. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council by no later than the seventh day after the City Council adopts each Annual Service Plan Update.

**Section 14. Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the PID Act, and it is accordingly so ordained.

**Section 15. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

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



**PASSED AND APPROVED** on this 21<sup>st</sup> day of June 2023.

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

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

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

**EXHIBIT A**

**AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN FOR THE  
MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT**

# Manor Heights Public Improvement District

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PRELIMINARY AMENDED AND RESTATED SERVICE AND  
ASSESSMENT PLAN  
JUNE 7, 2023



**TABLE OF CONTENTS**

Table of Contents ..... 1

Introduction ..... 3

Section I: Definitions ..... 5

Section II: The District ..... 14

Section III: Authorized Improvements ..... 14

Section IV: Service Plan ..... 18

Section V: Assessment Plan ..... 18

Section VI: Terms of the Assessments ..... 24

Section VII: Assessment Roll ..... 29

Section VIII: Additional Provisions ..... 30

List of Exhibits ..... 32

Exhibit A-1 – District Legal Description ..... 34

Exhibit A-2 – Improvement Area #1 Legal Description ..... 36

Exhibit A-3 – Improvement Area #2 Legal Description ..... 37

Exhibit A-4 – Improvement Area #3 Legal Description ..... 38

Exhibit A-5 – Phase 2 Section 1B Final Plat ..... 39

Exhibit A-6 – Phase 3 Section 1 Final Plat ..... 44

Exhibit A-7 – Phase 3 Section 2 Final Plat ..... 48

Exhibit A-8 – Major Improvement Area Legal Description ..... 56

Exhibit B-1 – District Boundary Map ..... 57

Exhibit B-2 – Improvement Area #1 Boundary Map ..... 58

Exhibit B-3 – Improvement Area #2 Boundary Map ..... 59

Exhibit B-4 – Improvement Area #3 Boundary map ..... 60

Exhibit B-5 – Major Improvement Area Boundary Map ..... 61

Exhibit B-6 – Improvement Area #3 Condo Parcel Map ..... 62

Exhibit C – Authorized Improvements ..... 63

Exhibit D – Service Plan ..... 64

Exhibit E – Sources and Uses ..... 65

Exhibit F – Improvement Area #1 Assessment Roll ..... 66

Exhibit G – Improvement Area #1 Annual Installment Schedule ..... 73

Exhibit H – Improvement Area #2 Assessment Roll ..... 74



Exhibit I – Improvement Area #2 Annual Installment Schedule.....	81
Exhibit J – Improvement Area #3 Assessment Roll.....	82
Exhibit K-1 – Improvement Area #3 Bonds Annual Installment Schedule.....	88
Exhibit K-2 - Improvement Area #3 Total Annual Installment Schedule .....	89
Exhibit L - Major Improvement Area Assessment Roll .....	90
Exhibit M – Major Improvement Area Annual Installment Schedule.....	96
Exhibit N – Maximum Assessment Per Lot Type .....	97
Exhibit O – Lot Type Classification Maps .....	98
Exhibit P – Maps of Authorized Improvements.....	100
Exhibit Q – Notice of PID Assessment Termination.....	102
Exhibit R – Estimated Buildout Value for Major Improvement Area, Improvement Area #1, Improvement Area #2, and Improvement Area #3 .....	106
Exhibit S – Improvement Area #1-2 Bond Debt Service Schedule.....	107
Exhibit T - Improvement Area #3 Bond Debt Service Schedule.....	108
Exhibit U – Major Improvement Area Bond Debt Service Schedule .....	109
Exhibit V-1 – Lot Type 1 Buyer Disclosure .....	110
Exhibit V-2 – Lot Type 2 Buyer Disclosure .....	116
Exhibit V-3 – Lot Type 3 Buyer Disclosure .....	122
Exhibit V-4 – Lot Type 4 Buyer Disclosure .....	128
Exhibit V-5 – Lot Type 5 Buyer Disclosure .....	134
Exhibit V-6 – Lot Type 6 Buyer Disclosure .....	140
Exhibit V-7 – Lot Type 7 Buyer Disclosure .....	146
Exhibit W – Improvement Area #3 Engineering Report .....	152

## 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.

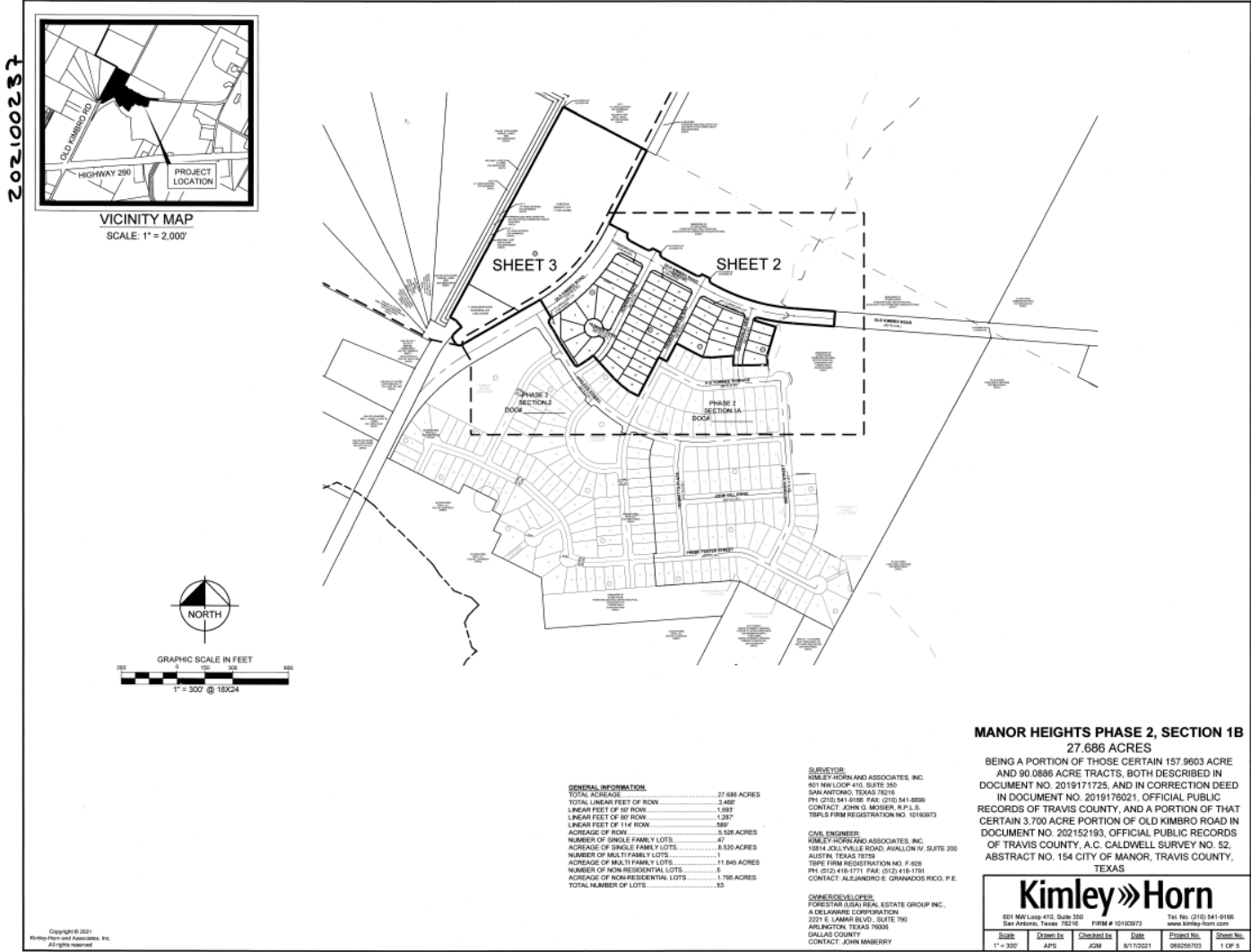


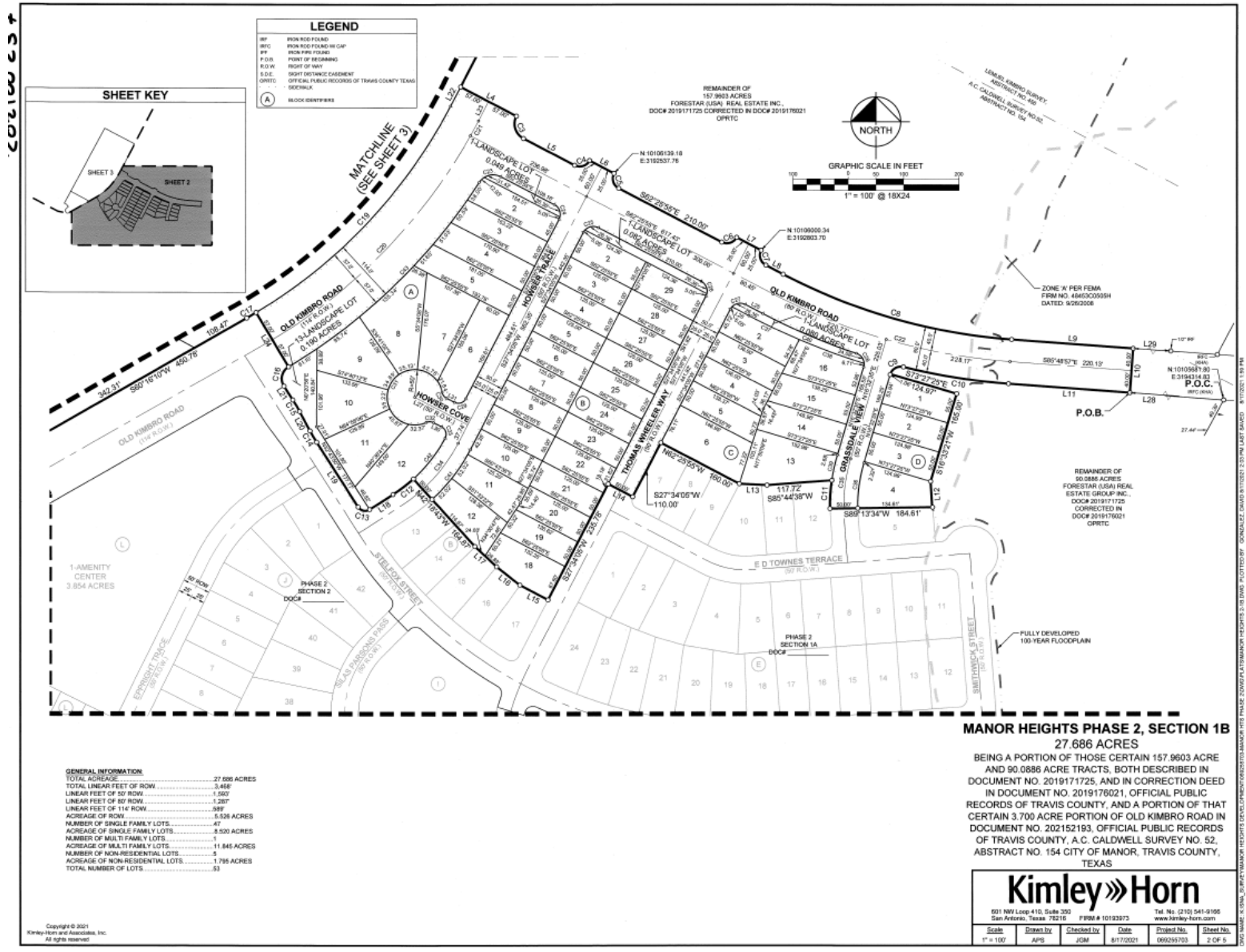
**EXHIBIT A-4 – IMPROVEMENT AREA #3 LEGAL DESCRIPTION**

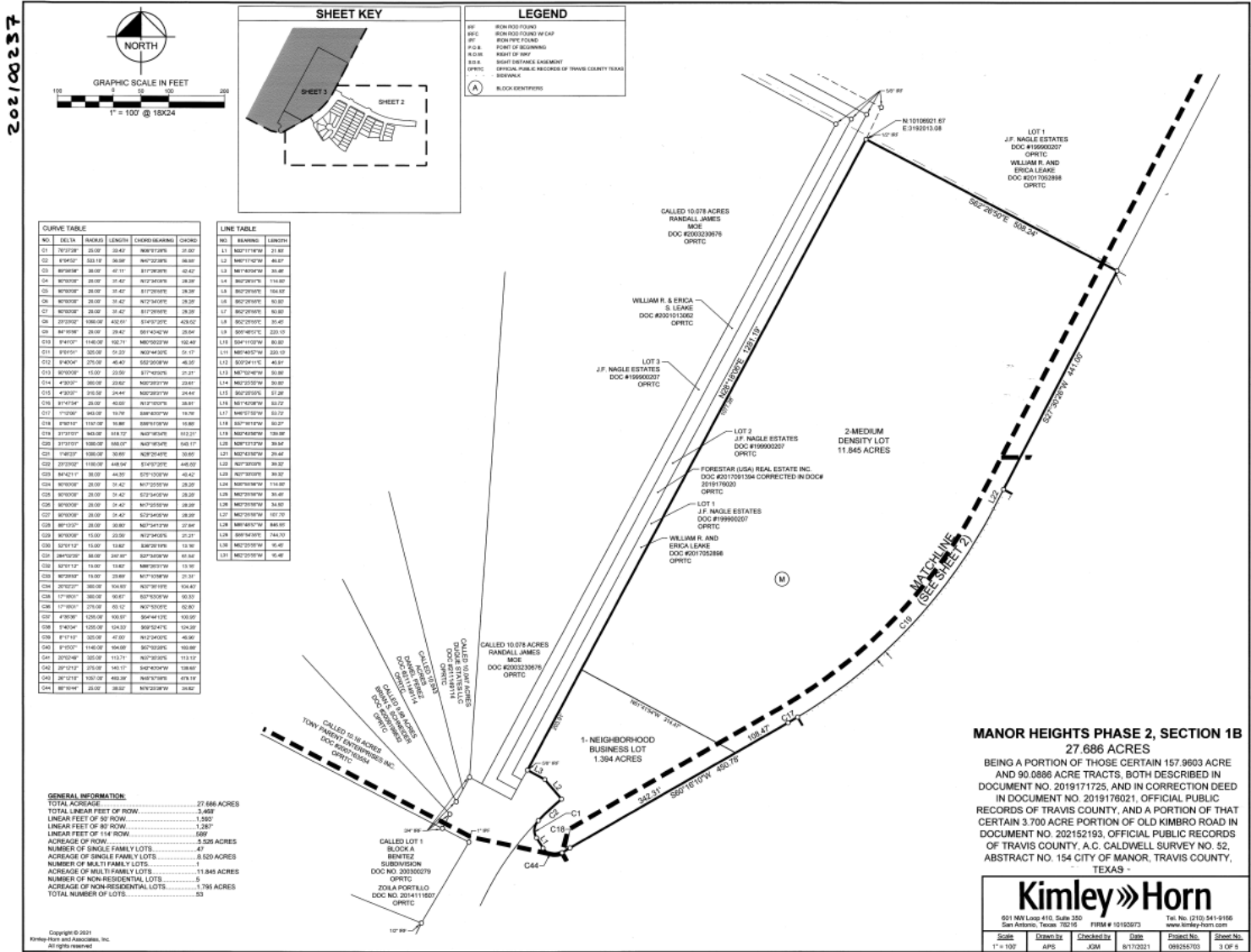
Improvement Area #3 is contained within the area described by the Manor Heights Phase 2 Section 1B Final Plat, Manor Heights Phase 3 Section 1 Final Plat & Manor Heights Phase 3 Section 2 Final Plat as described below in **Exhibit A-5, Exhibit A-6 & Exhibit A-7**, respectively.

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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 157.9803 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 20191725, CORRECTED IN DOCUMENT NUMBER 20191701, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF OLD KIMBRO ROAD, AN 80 FOOT WIDE RIGHT-OF-WAY, AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS 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 SUBDIVIDES 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 Travis

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Jeff Scott, KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30 DAY OF August, 2021.

[Signature]  
 Notary Public  
 NOTARY REGISTRATION NUMBER 1328022-0  
 MY COMMISSION EXPIRES 01.11.2025  
 COUNTY OF Travis  
 THE STATE OF TEXAS

[Seal]  
 KARINA WALESKA BOCCO  
 Notary Public, State of Texas  
 Comm. Expires 01-11-2028  
 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 JOLLYVILLE ROAD  
 AVALON IV, SUITE 200  
 AUSTIN, TEXAS 78749

[Seal]  
 ALEJANDRO E. GRANADOS RICO  
 REGISTERED PROFESSIONAL ENGINEER  
 NO. 130084  
 EXPIRES 01-11-2025

[Signature]  
 John G. Mosier

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 SURVING 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 78249  
 Ph: 210-321-2402  
 greg.mosier@kimley-horn.com

[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 BRASS-PLATE CAP IF APPROVED, 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 VARIANCE 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-A1 DENSITY. THE MINIMUM HOME SIDES SHALL 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 7<sup>th</sup> DAY OF April 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 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: 11<sup>th</sup> DAY OF Aug, 2021

APPROVED: [Signature]  
 DR. LARRY WALLACE, JR., MAYOR

ATTEST: [Signature]  
 LILIANA ALMARAZ, CITY SECRETARY

CITY OF MANOR TEXAS

COUNTY OF TRAVIS  
 STATE OF TEXAS  
 KNOW ALL MEN 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 October, 2021 AT 12:37 O'CLOCK PM, DULY RECORDED ON THE DAY OF 14<sup>th</sup> DAY OF October, 2021 AT 12:37 O'CLOCK PM.

IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202102193, OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 12<sup>th</sup> DAY OF October, 2021

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: [Signature]  
 DEPUTY E. MELINA

[Seal]  
 COUNTY CLERK, TRAVIS COUNTY, TEXAS

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. 20191725, 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]

Scale	Stationing	Collection Date	Project No.	Sheet No.
N/A	APCS	JCA	8172021	00225703 - 4 OF 5

Kimley Horn  
 601 NW Loop 410, Suite 300 San Antonio, Texas 78216  
 Phone: (210) 541-9196  
 Fax: (210) 541-9196  
 www.kimley-horn.com

**A METES AND BOUNDS DESCRIPTION OF A 27.686 ACRE TRACT OF LAND**

BEING a 27.686 acre (1,205,861 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 107.6030 acre tract of land and being a portion of that certain 60.0886 acre tract of land described in instrument 17-0000 (USA) Real Estate Group, Inc., recorded in Document No. 2019117021 of the Official Public Records of Travis County, and a portion of that certain 3.700 acre tract described in instrument 17-0000 (USA) Real Estate Group, Inc., recorded in Document No. 201215193, Official Public Records of Travis County, and being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod with a plastic cap stamped "K94A" found on the southerly right-of-way line of said Old Kimbro Road making the northwestern corner of a called 01.333 acre tract of land described in instrument to Chau Dem and Kim Pham recorded in Document No. 2014136010 of the Official Public Records of Travis County.

**THENCE**, North 85°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°49'57" West, 220.13 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
2. In a northeasterly 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°38'23" 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 "K94A" 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 "K94A" set for corner;
2. South 73°27'21" West, 124.97 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
3. South 68°52'51" West, 166.66 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
4. South 2°04'11" East, 46.61 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
5. South 80°32'23" West, 164.48 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
6. In a northeasterly 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 7°47'30" East, 51.1 feet, and a total arc length of 51.23 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" 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 "K94A" set for corner;
8. North 81°07'40" West, 90.09 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
9. North 52°25'53" West, 150.00 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
10. South 27°04'58" West, 110.00 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
11. North 42°29'58" West, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
12. South 27°04'58" West, 226.78 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
13. South 82°33'58" East, 97.28 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
14. North 61°42'28" West, 53.72 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
15. North 40°10'50" West, 63.72 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
16. North 42°18'42" West, 164.87 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
17. In a southeasterly direction, along a tangent curve to the right, a central angle of 7°46'7", a radius of 275.00 feet, a chord bearing and distance of South 52°29'58" 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 "K94A" set for corner;
18. South 57°18'10" West, 50.27 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" 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 "K94A" set for a point of tangency;
20. North 32°42'50" West, 139.08 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
21. In a northeasterly direction, along a tangent reverse curve to the right, a central angle of 4°22'27", a radius of 320.00 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 "K94A" 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 "K94A" set for corner;
23. In a northeasterly direction, along a tangent curve to the left, a central angle of 4°22'27", a radius of 320.00 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 "K94A" 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 "K94A" set for corner;
25. In a northeasterly direction, along a tangent reverse curve to the right, a central angle of 91°47'54", a radius of 25.00 feet, a chord bearing and distance of North 13°10'57" East, 35.91 feet, and a total arc length of 40.00 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for a point of tangency.

**THENCE**, departing the southeasterly boundary line of said 50.0886-acre tract and crossing said Old Kimbro Road, the following four (4) courses and distances:

1. North 30°00'00" West, 114.00 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" 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 "K94A" set for corner;
3. South 60°16'10" West, 450.78 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
4. In a southeasterly direction, along a tangent curve to the left, a central angle of 91°07'07", 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 "K94A" 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 northeasterly direction, along a tangent reverse curve to the right, a central angle of 98°18'44", a radius of 32.00 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 "K94A" 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 "K94A" set for corner;
3. North 40°14'42" West, 167.17 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
4. North 01°40'04" West, 35.46 feet to a 5/8-inch iron rod found marking the southeastern corner of aforesaid 157.9603 acre tract on the southeasterly line of Lot 1 of J.P. Neagle Estates, plat of which recorded in Document No. 1699930307 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°18'00" East, 1281.18 feet to a 1/2-inch iron rod found for corner;
2. South 62°29'57" East, 603.24 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" 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. 2019117124 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" East, 441.00 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
2. South 62°29'57" East, 114.00 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
3. In a southeasterly direction, along a non-tangent curve to the left, a central angle of 89°00'00", 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 "K94A" 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 "K94A" set for a point of curvature;
5. In a northeasterly direction, along a tangent curve to the left, a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of North 72°34'05" East, 28.28 feet, and a total arc length of 31.42 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
6. South 62°29'57" East, 60.00 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner;
7. In a southeasterly direction, along a non-tangent curve to the left, a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of South 17°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 "K94A" 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 "K94A" set for a point of curvature;
9. In a northeasterly direction, along a tangent curve to the left, a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of North 72°34'05" East, 28.28 feet, and a total arc length of 31.42 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" 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 "K94A" set for corner;
11. In a southeasterly direction, along a non-tangent curve to the left, a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of South 17°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 "K94A" 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 "K94A" set for a point of curvature.

13. In a southeasterly direction, along a tangent curve to the left, a central angle of 23°20'00", a radius of 1000.00 feet, a chord bearing and distance of South 7°02'23" 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 "K94A" set for corner;

14. South 60°49'57" East, 228.13 feet to a 1/2-inch iron rod with a plastic cap stamped "K94A" set for corner on the northerly right-of-way line of aforesaid 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 GCS, Central Zone F (NAD 83) (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 0.9999907045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK A LOT 1-LANDSCAPE	0.06	2,028
BLOCK A LOT 2	0.194	6,708
BLOCK A LOT 3	0.180	6,340
BLOCK A LOT 4	0.275	9,536
BLOCK A LOT 5	0.275	9,536
BLOCK A LOT 6	0.247	8,579
BLOCK A LOT 7	0.277	9,658
BLOCK A LOT 8	0.269	9,472
BLOCK A LOT 9	0.281	9,807
BLOCK A LOT 10	0.247	8,597
BLOCK A LOT 11	0.222	7,884
BLOCK A LOT 12	0.275	9,565
BLOCK A LOT 13-LANDSCAPE	0.180	6,340
BLOCK B LOT 1-LANDSCAPE	0.082	2,891
BLOCK B LOT 2	0.188	6,674
BLOCK B LOT 3	0.140	4,829
BLOCK B LOT 4	0.140	4,829
BLOCK B LOT 5	0.140	4,829
BLOCK B LOT 6	0.140	4,829
BLOCK B LOT 7	0.140	4,829
BLOCK B LOT 8	0.140	4,829
BLOCK B LOT 9	0.140	4,829
BLOCK B LOT 10	0.140	4,829
BLOCK B LOT 11	0.181	6,384
BLOCK B LOT 12	0.181	6,384
BLOCK B LOT 13	0.181	6,384
BLOCK B LOT 14	0.181	6,384
BLOCK B LOT 15	0.181	6,384
BLOCK B LOT 16	0.181	6,384
BLOCK B LOT 17	0.181	6,384
BLOCK B LOT 18	0.181	6,384
BLOCK B LOT 19	0.181	6,384
BLOCK B LOT 20	0.181	6,384
BLOCK B LOT 21	0.181	6,384
BLOCK B LOT 22	0.181	6,384
BLOCK B LOT 23	0.181	6,384
BLOCK B LOT 24	0.181	6,384
BLOCK B LOT 25	0.181	6,384
BLOCK B LOT 26	0.181	6,384
BLOCK B LOT 27	0.181	6,384
BLOCK B LOT 28	0.181	6,384
BLOCK B LOT 29	0.181	6,384
BLOCK B LOT 30	0.181	6,384
BLOCK B LOT 31	0.181	6,384
BLOCK B LOT 32	0.181	6,384
BLOCK B LOT 33	0.181	6,384
BLOCK B LOT 34	0.181	6,384
BLOCK B LOT 35	0.181	6,384
BLOCK B LOT 36	0.181	6,384
BLOCK B LOT 37	0.181	6,384
BLOCK B LOT 38	0.181	6,384
BLOCK B LOT 39	0.181	6,384
BLOCK B LOT 40	0.181	6,384
BLOCK B LOT 41	0.181	6,384
BLOCK B LOT 42	0.181	6,384
BLOCK C LOT 1	0.188	6,674
BLOCK C LOT 2	0.188	6,674
BLOCK C LOT 3	0.188	6,674
BLOCK C LOT 4	0.188	6,674
BLOCK C LOT 5	0.188	6,674
BLOCK C LOT 6	0.188	6,674
BLOCK C LOT 7	0.188	6,674
BLOCK C LOT 8	0.188	6,674
BLOCK C LOT 9	0.188	6,674
BLOCK C LOT 10	0.188	6,674
BLOCK C LOT 11	0.188	6,674
BLOCK C LOT 12	0.188	6,674
BLOCK C LOT 13	0.188	6,674
BLOCK C LOT 14	0.188	6,674
BLOCK C LOT 15	0.188	6,674
BLOCK C LOT 16	0.188	6,674
BLOCK C LOT 17	0.188	6,674
BLOCK C LOT 18	0.188	6,674
BLOCK C LOT 19	0.188	6,674
BLOCK C LOT 20	0.188	6,674
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BLOCK C LOT 22	0.188	6,674
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BLOCK C LOT 25	0.188	6,674
BLOCK C LOT 26	0.188	6,674
BLOCK C LOT 27	0.188	6,674
BLOCK C LOT 28	0.188	6,674
BLOCK C LOT 29	0.188	6,674
BLOCK C LOT 30	0.188	6,674
BLOCK C LOT 31	0.188	6,674
BLOCK C LOT 32	0.188	6,674
BLOCK C LOT 33	0.188	6,674
BLOCK C LOT 34	0.188	6,674
BLOCK C LOT 35	0.188	6,674
BLOCK C LOT 36	0.188	6,674
BLOCK C LOT 37	0.188	6,674
BLOCK C LOT 38	0.188	6,674
BLOCK C LOT 39	0.188	6,674
BLOCK C LOT 40	0.188	6,674
BLOCK D LOT 1 - NEIGHBORHOOD BUSINESS	0.391	13,471
BLOCK D LOT 2 - NEIGHBORHOOD BUSINESS	0.391	13,471
NEIGHBORLY	27.686	958,703
TOTAL	0.826	288,723

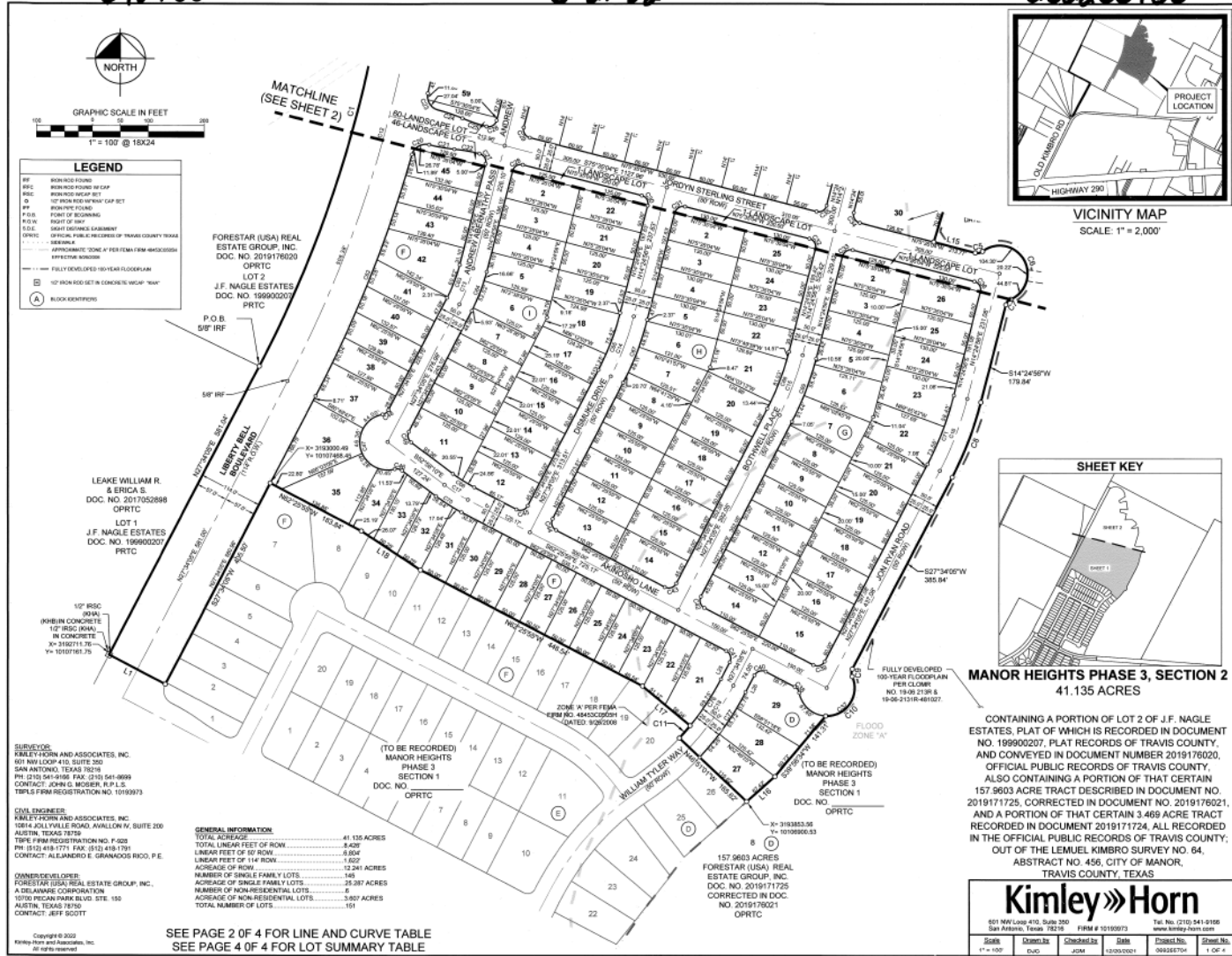
**MANOR HEIGHTS PHASE 2, SECTION 1B**  
**27.686 ACRES**  
 BEING A PORTION OF THOSE CERTAIN 157.9603 ACRE AND 90.0886 ACRE TRACTS, BOTH DESCRIBED IN DOCUMENT NO. 2019117125, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 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**

501 Main Loop #10, Suite 300  
 San Antonio, Texas 78216  
 FIRM # 10192873  
 Tel. No. (210) 541-9186  
 www.kimley-horn.com

Date	Drawn by	Checked by	Date	Project No.	Sheet No.
	JMB	JMB	06/11/2021	19024-TRAVIS	1 OF 1

# EXHIBIT A-6 – PHASE 3 SECTION 1 FINAL PLAT










000000160

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

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF 41.135 ACRE TRACT LOCATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, SAID 41.134 ACRES CONTAINING A PORTION OF LOT 2 OF J.F. NAGLE ESTATES, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 199900207, PLAT RECORDS OF TRAVIS COUNTY, AND CONVEYED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, ALSO CONTAINING A PORTION OF THAT CERTAIN 157,960.3 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 PLAN 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 THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED, SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY MAY 25 2022.

BY:  **JEFF SCOTT**  
 FORESTAR (USA) REAL ESTATE GROUP INC.  
 A DELAWARE CORPORATION  
 1070 PECAN PARK BLVD, STE. 150  
 AUSTIN, TEXAS 78750

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

  
 Maria Anton Kotler  
 NOTARY PUBLIC  
 NOTARY REGISTRATION NUMBER: 131429861  
 MY COMMISSION EXPIRES: 7-2-22  
 COUNTY OF WILLIAMSON  
 THE STATE OF TEXAS


1. ALEXANDRO 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 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. 484530205H, EFFECTIVE DATE SEPTEMBER 26, 2006, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

  
 ALEXANDRO E. GRANADOS RICO, P.E.  
 REGISTERED PROFESSIONAL ENGINEER NO. 133084  
 RIBBYE HORN AND ASSOCIATES, INC.  
 10814 JOLIYVILLE ROAD, SUITE 200  
 AUSTIN, TEXAS 78750

1. 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 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  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 6330 - STATE OF TEXAS  
 601 NAW LOOP 410, SUITE 300  
 SAN ANTONIO, TEXAS 78216  
 PL. 210-321-3462  
 jgm@mosierlandsurvey.com

1. 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 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  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 6330 - STATE OF TEXAS  
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 SAN ANTONIO, TEXAS 78216  
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 jgm@mosierlandsurvey.com

**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.
- DRYDOWN AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARD 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 14.4.0 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.
- PERMITS 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 - 10'  
 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-SP-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 1939-50.F.T.
- LOT 50, BLOCK D, LANDSCAPE LOT 46, BLOCK F, LANDSCAPE LOT 1, LOT 1, BLOCK G, LANDSCAPE LOT 1, BLOCK H, LANDSCAPE LOT 1, BLOCK I, LANDSCAPE LOT 1, BLOCK J, LANDSCAPE LOT 1, BLOCK K, LANDSCAPE LOT 1, BLOCK L, LANDSCAPE LOT 1, BLOCK M, LANDSCAPE LOT 1, BLOCK N, LANDSCAPE LOT 1, BLOCK O, LANDSCAPE LOT 1, BLOCK P, LANDSCAPE LOT 1, BLOCK Q, LANDSCAPE LOT 1, BLOCK R, LANDSCAPE LOT 1, BLOCK S, LANDSCAPE LOT 1, BLOCK T, LANDSCAPE LOT 1, BLOCK U, LANDSCAPE LOT 1, BLOCK V, LANDSCAPE LOT 1, BLOCK W, LANDSCAPE LOT 1, BLOCK X, LANDSCAPE LOT 1, BLOCK Y, LANDSCAPE LOT 1, BLOCK Z, LANDSCAPE LOT 1, BLOCK AA, LANDSCAPE LOT 1, BLOCK AB, LANDSCAPE LOT 1, BLOCK AC, LANDSCAPE LOT 1, BLOCK AD, LANDSCAPE LOT 1, BLOCK AE, LANDSCAPE LOT 1, BLOCK AF, LANDSCAPE LOT 1, BLOCK AG, LANDSCAPE LOT 1, BLOCK AH, LANDSCAPE LOT 1, BLOCK AI, LANDSCAPE LOT 1, BLOCK AJ, LANDSCAPE LOT 1, BLOCK AK, LANDSCAPE LOT 1, BLOCK AL, LANDSCAPE LOT 1, BLOCK AM, LANDSCAPE LOT 1, BLOCK AN, LANDSCAPE LOT 1, BLOCK AO, LANDSCAPE LOT 1, BLOCK 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BZ, LANDSCAPE LOT 1, BLOCK CA, LANDSCAPE LOT 1, BLOCK CB, LANDSCAPE LOT 1, BLOCK CC, LANDSCAPE LOT 1, BLOCK CD, LANDSCAPE LOT 1, BLOCK CE, LANDSCAPE LOT 1, BLOCK CF, LANDSCAPE LOT 1, BLOCK CG, LANDSCAPE LOT 1, BLOCK CH, LANDSCAPE LOT 1, BLOCK CI, LANDSCAPE LOT 1, BLOCK CJ, LANDSCAPE LOT 1, BLOCK CK, LANDSCAPE LOT 1, BLOCK CL, LANDSCAPE LOT 1, BLOCK CM, LANDSCAPE LOT 1, BLOCK CN, LANDSCAPE LOT 1, BLOCK CO, LANDSCAPE LOT 1, BLOCK CP, LANDSCAPE LOT 1, BLOCK CQ, LANDSCAPE LOT 1, BLOCK CR, LANDSCAPE LOT 1, BLOCK CS, LANDSCAPE LOT 1, BLOCK CT, LANDSCAPE LOT 1, BLOCK CU, LANDSCAPE LOT 1, BLOCK CV, LANDSCAPE LOT 1, BLOCK CV, LANDSCAPE LOT 1, BLOCK CW, LANDSCAPE LOT 1, BLOCK CX, LANDSCAPE LOT 1, BLOCK CY, LANDSCAPE LOT 1, BLOCK CZ, LANDSCAPE LOT 1, BLOCK DA, LANDSCAPE LOT 1, BLOCK DB, LANDSCAPE LOT 1, BLOCK DC, LANDSCAPE LOT 1, BLOCK DE, LANDSCAPE LOT 1, BLOCK DF, LANDSCAPE LOT 1, BLOCK DG, LANDSCAPE LOT 1, BLOCK DH, LANDSCAPE LOT 1, BLOCK DI, LANDSCAPE LOT 1, BLOCK DJ, LANDSCAPE LOT 1, BLOCK 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17. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018.



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:  ATTEST:   
 JULIE LEONARDS, CLERK, TRAVIS COUNTY  
 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:  ATTEST:   
 DR. CHRISTOPHER HAUVER, 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 SAID CITY AND STATE IN DOCUMENT NUMBER 2022020 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

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

MANOR HEIGHTS PHASE 3, SECTION 2  
 41.135 ACRES

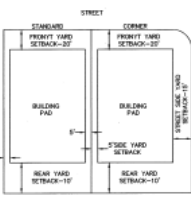
CONTAINING A PORTION OF LOT 2 OF J.F. NAGLE ESTATES, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 199900207, PLAT RECORDS OF TRAVIS COUNTY, AND CONVEYED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY; ALSO CONTAINING A PORTION OF THAT CERTAIN 157,960.3 ACRE TRACT DESCRIBED IN DOCUMENT 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:  
 RIBBYE HORN AND ASSOCIATES, INC.  
 601 NAW LOOP 410, SUITE 300  
 SAN ANTONIO, TEXAS 78216  
 TEL: (210) 441-1099  
 CONTACT: JOHN G. MOSIER, P.R.L.S.  
 TEXAS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:  
 RIBBYE HORN AND ASSOCIATES, INC.  
 10814 JOLIYVILLE ROAD, ANWILLON IV, SUITE 200  
 AUSTIN, TEXAS 78750  
 TEXAS FIRM REGISTRATION NO. F-928  
 PH: (512) 418-1771 FAX: (512) 418-1751  
 CONTACT: ALEXANDRO 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

TYPICAL SETBACK DETAIL  
 NOT TO SCALE



Scale	Area	Created By	Date	Checked By	Sheet No.
1" = 100'	PLAN	JGM	10/09/2021		3 OF 4

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DRAWING: C:\WORK\PROJECTS\MANOR HEIGHTS PHASE 3\SECTION 2\DWG\TYPICAL SETBACK DETAIL.dwg, PLOTTED BY: C:\WORK\PROJECTS\MANOR HEIGHTS PHASE 3\SECTION 2\DWG\TYPICAL SETBACK DETAIL.dwg, PLOT DATE: 10/09/2021, 10:14 AM

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A METES 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. 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. 19990207 of the Plat Records of Travis County, Texas, described in instrument to Forestar USA Real Estate Group, Inc., recorded in Document No. 2019176020 of the Official Public Records of Travis County, and containing a portion of that certain 157,9603 acre tract of land described in Document No. 2019171725, and a corrected deed in Document No. 2019176021, and a portion of that certain 3,469 acre tract of land described in instrument to Forestar USA Real Estate Group, Inc., recorded in Document No. 2019171724 of the Official Public Records of Travis County, and being more particularly described as follows:

BEGINNING at a 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. 19990207 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 2143.85 feet, a chord North 10°14'50" 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 the following three (3) courses and distances:

- 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°30'32" 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 70°56'00" 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°35'28" 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°30'56" 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°30'57" 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°50'18" 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°49'30" 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 17.70 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
13. South 70°30'57" East, a distance of 120.00 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°23'57" 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°58'28" 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°30'56" 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, 13.16, 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°38'57" 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°50'50" 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 70°30'57" 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°24'20" East, 13.16, a central angle of 02°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 104°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 43°20'32" West, 13.16, a central angle of 02°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°10'31" West, 141.16, a central angle of 10°10'00", and an arc length of 141.47 to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
29. South 27°34'05" East, 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 01°23'20" West, 13.16, a central angle of 02°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 13°30'04" West, 60.07, a central angle of 11°24'20", and an arc length of 60.73 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 483.54 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
38. North 02°48'45" 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°34'05" West, a distance of 483.54 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°34'05" East, a distance of 581.04 feet to the POINT OF BEGINNING, and containing 1,791,834 square feet or 41.135 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System GRS, Central Zone FPRS 4303, NAD83, all distances are in the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.999997045. 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 360 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. 10193973

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. 100 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.

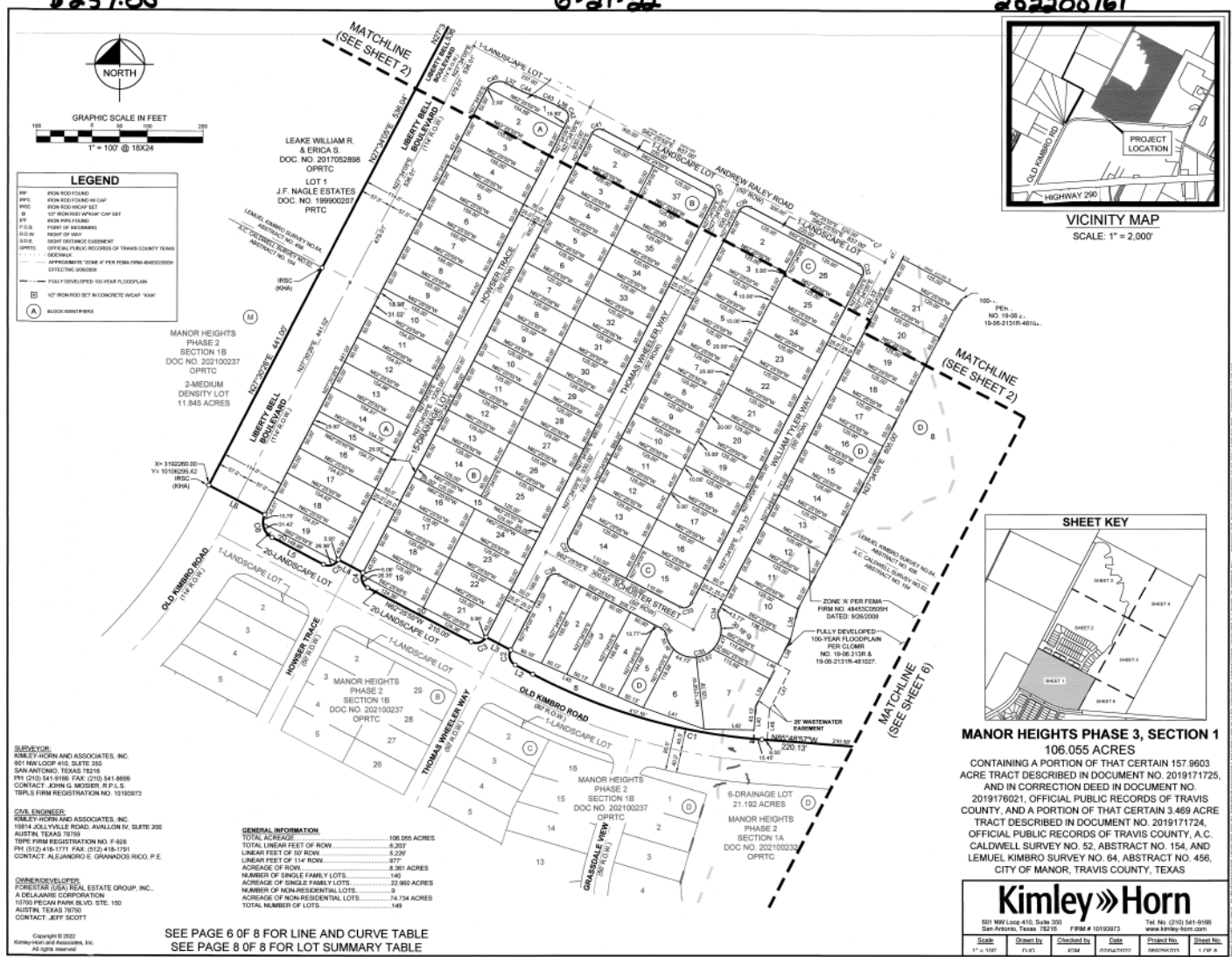
MANOR HEIGHTS PHASE 3, SECTION 2 41.135 ACRES

CONTAINING A PORTION OF LOT 2 OF J.F. NAGLE ESTATES, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 19990207, PLAT RECORDS OF TRAVIS COUNTY, AND CONVEYED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, ALSO CONTAINING A PORTION OF THAT CERTAIN 157,9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, CORRECTED IN DOCUMENT NO. 2019176021, AND A PORTION OF THAT CERTAIN 3,469 ACRE TRACT RECORDED IN DOCUMENT 2019171724, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY; OUT OF THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS

Kimley-Horn logo and contact information: 601 NW Loop 410, Suite 360 San Antonio, Texas 78210 FIRM # 10193973 Tel. No. (210) 541-9198 Fax No. (210) 541-8999 www.kimley-horn.com

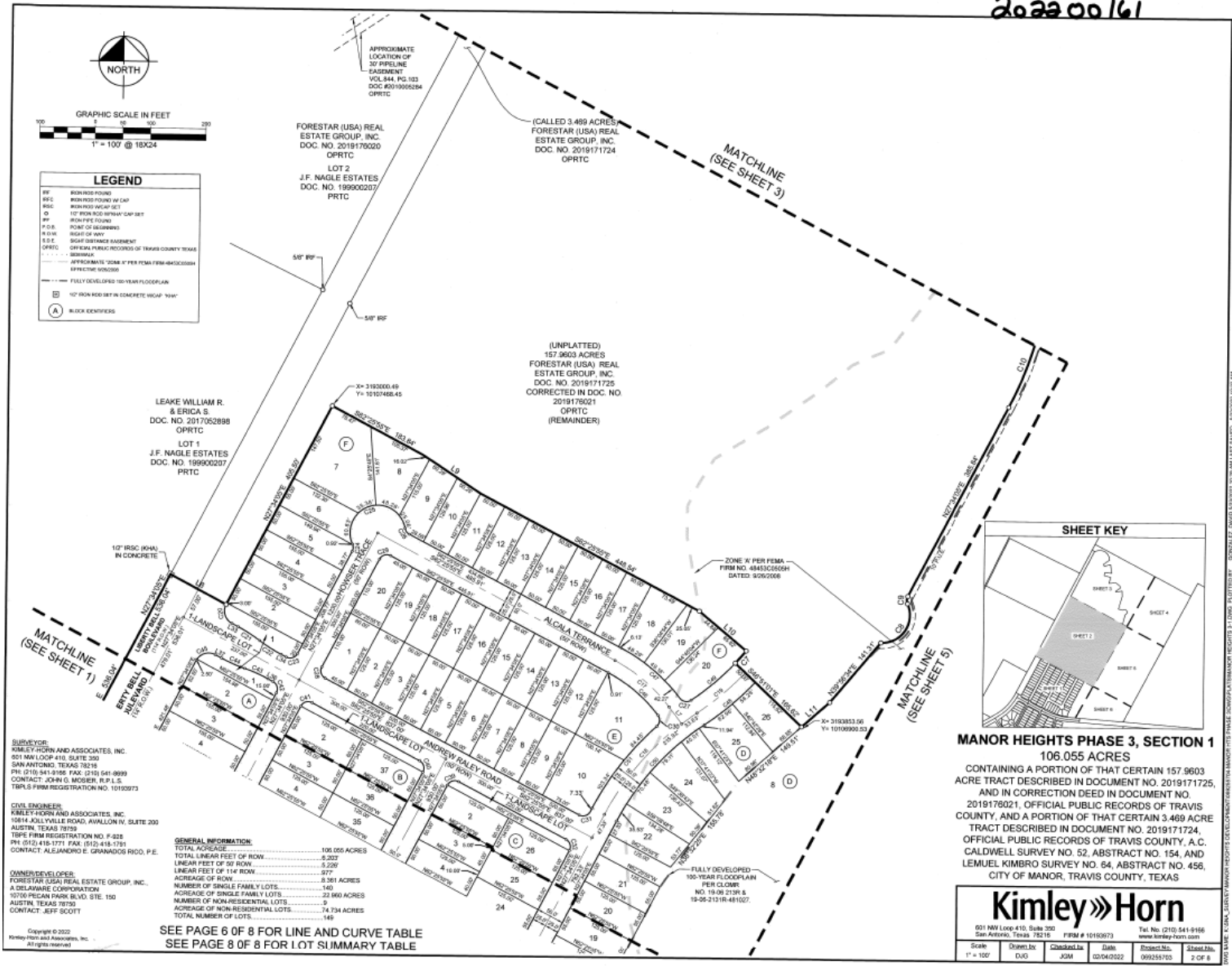
Small table with columns: Scale, Drawn by, Checked by, Date, Printed No., Sheet No.

# EXHIBIT A-7 – PHASE 3 SECTION 2 FINAL PLAT





2022 00 161



**LEGEND**

- RF IRON ROD FOUND
- RF-C IRON ROD FOUND AT CAP
- RFSC IRON ROD FOUND SET
- Q 10' IRON ROD REPAIR CAP SET
- RFP 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
- APPROXIMATE LOCATION OF 30' PIPELINE EASEMENT VOL. 844, PG. 103 DOC. NO. 2019178024 OPRTC
- APPROXIMATE '2008' 4' PER FEMA FIRM 484530509H 100-YEAR FLOODPLAIN
- FULLY DEVELOPED 100-YEAR FLOODPLAIN
- 10' IRON ROD SET IN CONCRETE W/ CAP '94'
- BLK. IDENTIFIERS

**SUBSEALER:**  
 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. MOSEBY, R.P.L.S.  
 TRPLS FIRM REGISTRATION NO. 10120273

**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  
 10700 PEECAN PARK BLVD, STE. 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

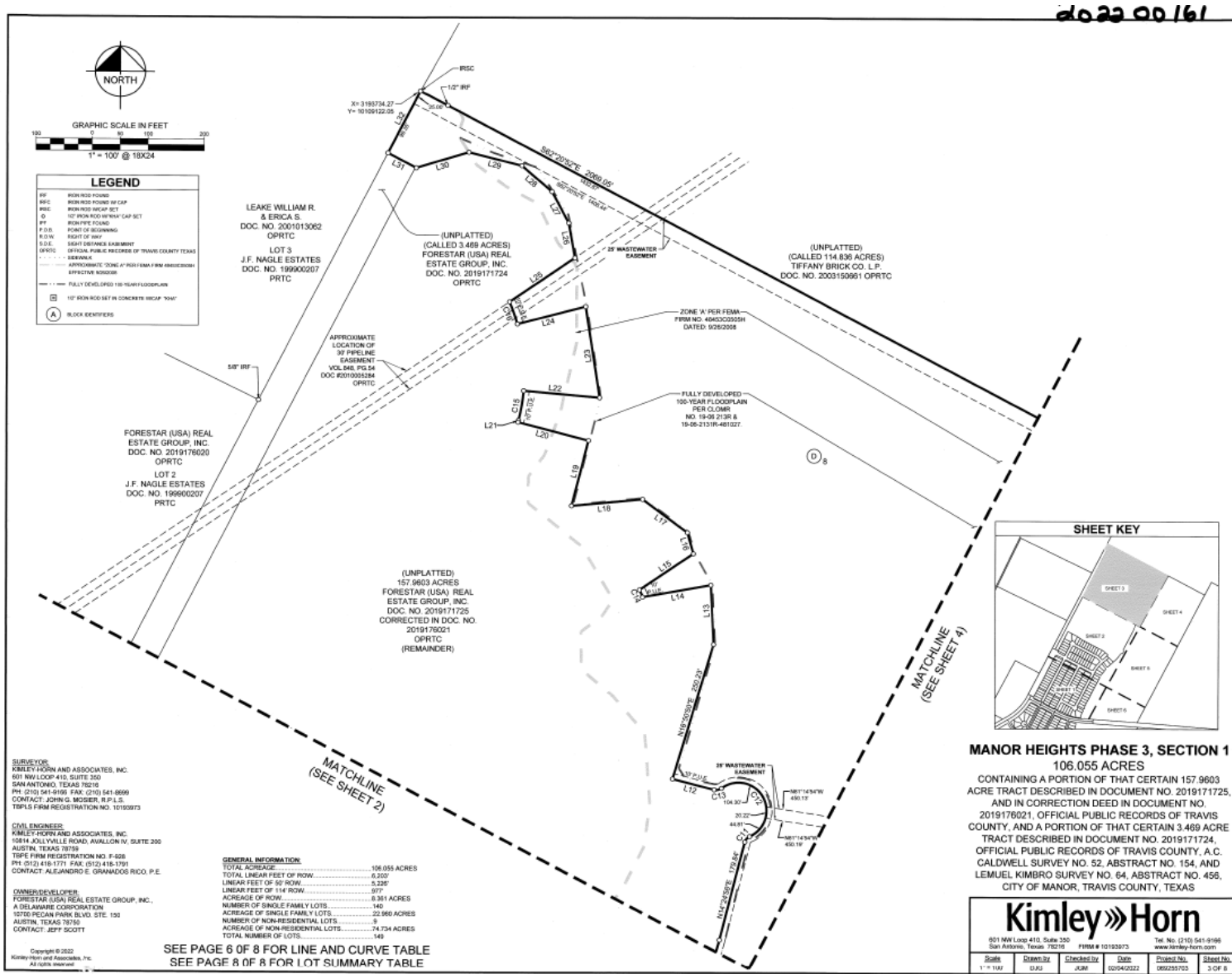
CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019178021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS

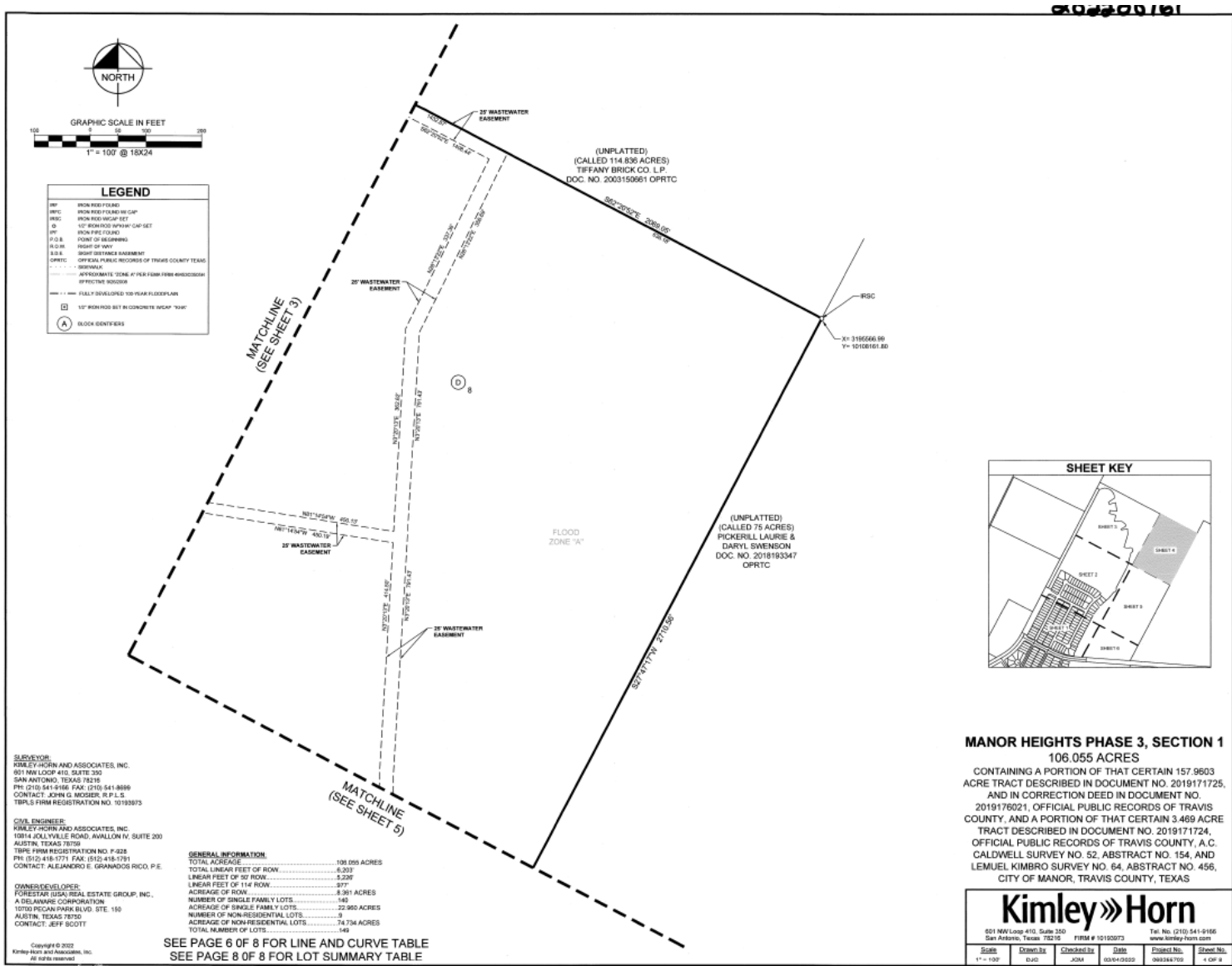
**Kimley»Horn**

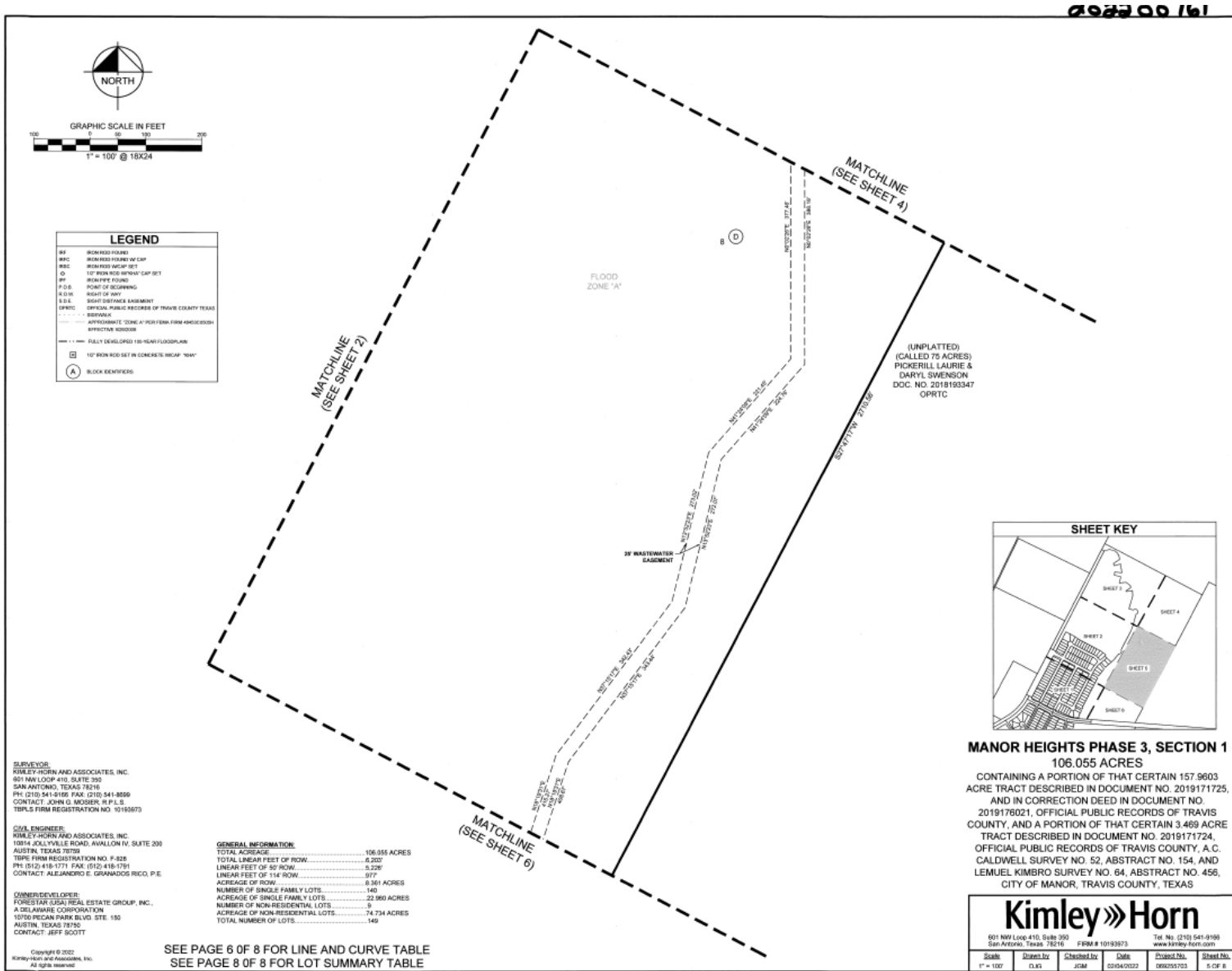
601 NW Loop 410, Suite 300  
 San Antonio, Texas 78216 FIRM # 10160973 Tel. No. (210) 541-9186  
 www.kimley-horn.com

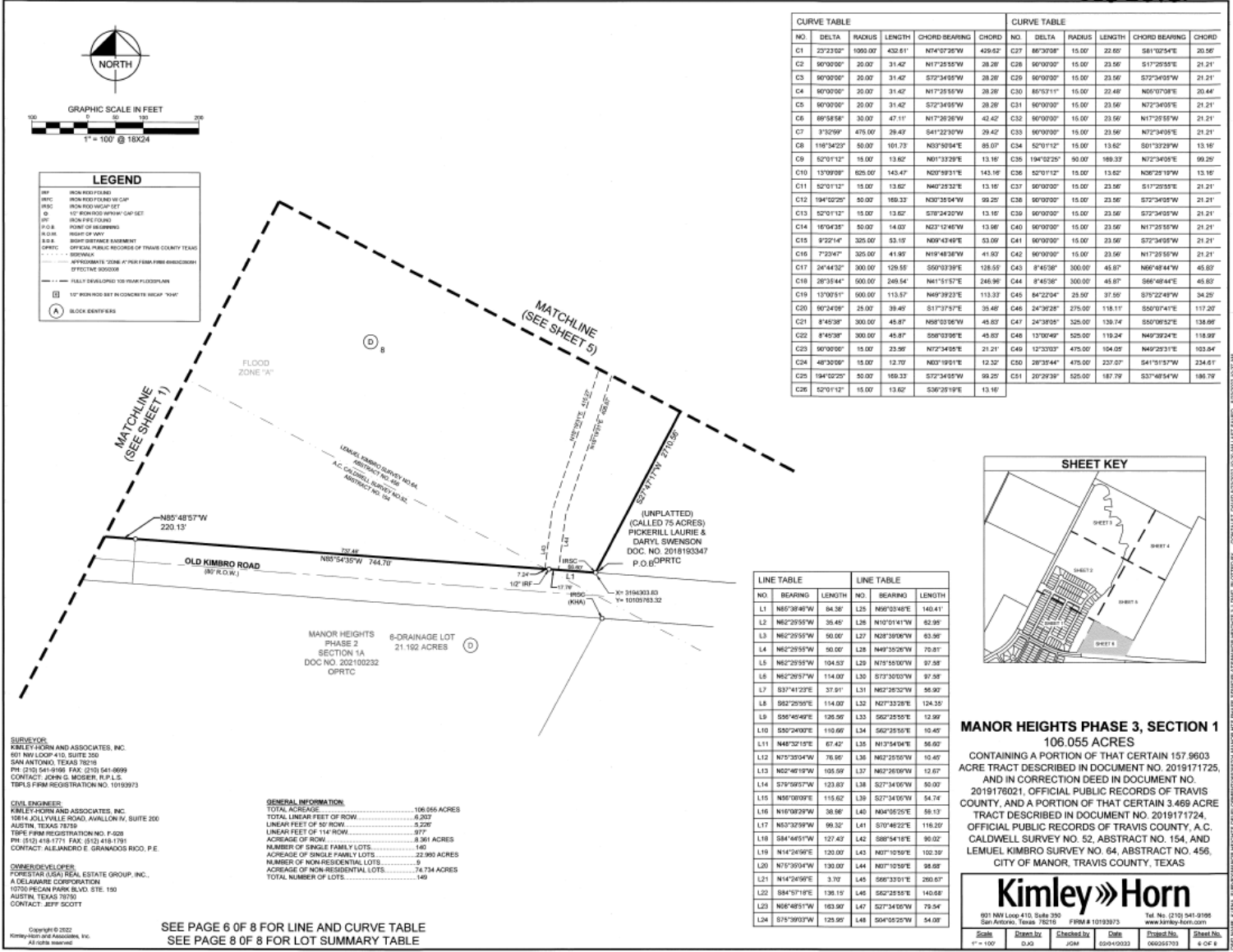
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1" = 100'	DUG	JGM	02/04/2022	099251703	2 OF 8













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, 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 HIS CAPACITY HEREBY STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25<sup>TH</sup> DAY OF MAY, 2022

Anna Deann 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 STANDPOINT 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. 484320504H, EFFECTIVE DATE SEPTEMBER 26, 2004, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

Alfred E. Rizo  
 ALEJANDRO E. GRANADOS RICO, P.E.  
 REGISTERED PROFESSIONAL ENGINEER NO. 130084  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 15814 JOLLVILLE ROAD  
 ANAHLON 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 NMI LOOP #10, SUITE 300  
 SAN ANTONIO, TEXAS 78216  
 PH. 210-321-3422  
 gmo.jmosier@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 GDA84 POSITIONING SYSTEM (GPS).
2. ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GROUND 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 WITH IRON LOTS SALES AND AFTER ROAD CONSTRUCTION WITH 6" CONCRETE BENCH MARK WITH RED PLASTIC CAP STAMPED 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 CITY OF MANOR.
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 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.
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-SF-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. 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.

617 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 ATTEST: Lluvia T. Almaraz  
 JULIE LEONARD, CLERK OF THE CITY OF MANOR, TEXAS 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 ATTEST: Lluvia T. Almaraz  
 DR. CHRISTOPHER HARNISH, MAYOR 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 PUBLIC 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  
 DEPUTY T. PEREZ

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. 2019176021, 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. 54, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS

SURVEYOR:  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 601 NMI LOOP #10, SUITE 300  
 SAN ANTONIO, TEXAS 78216  
 PH. (210) 341-8196 FAX. (210) 341-8939  
 CONTACT: JOHN G. MOSIER, R.P.L.S.  
 TBLPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 10514 JOLLVILLE ROAD, ANAHLON IV, SUITE 200  
 AUSTIN, TEXAS 78759  
 TBLPLS 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

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STANDARD STREET CORNER  
 BUILDING PAD FRONT YARD SETBACK-30'  
 BUILDING PAD REAR YARD SETBACK-10'  
 BUILDING PAD SIDE YARD SETBACK-5'  
 STREET SIDE YARD SETBACK-10'

TYPICAL SETBACK DETAIL  
 NOT TO SCALE

A METES AND BOUNDS DESCRIPTION OF A 106.666 ACRE TRACT OF LAND			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE					
			LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.			
<p><b>REINA</b> is a 148.66 acre (4,419.763 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, and Lantuel Kimbro Survey No. 94, Abstract No. 456, City of Manor, Travis County, Texas, containing a portion of a called 101.8633 acre tract of land described in instrument to Forester (USA) Near Estate Group, Inc., recorded in Document No. 2019171725 and connected to instrument to Forester (USA) Near Estate Group, Inc., recorded in Document No. 2019171725 and connected to instrument to Forester (USA) Near Estate Group, Inc., recorded in Document No. 2019171725 of the Official Public Records of Travis County, and being more particularly described as follows:</p> <p><b>BEGINNING</b> at a 1/2-inch iron rod with a plastic cap stamped "9044" found on the northerly right-of-way line of said Oak Kimbro Road making the southwest-most corner of a called 75 acre tract of land described in instrument to Laurie Pickard and Daryl Swenson recorded in Document No. 2018155347 of the Official Public Records of Travis County;</p> <p><b>THENCE</b>, along the northerly right-of-way line of said Oak Kimbro Road, the following forty-one (41) courses and distances:</p> <ol style="list-style-type: none"> <li>North 88°34'46" West, 54.33 feet to a 1/2-inch iron rod with a plastic cap stamped "9044" set for corner;</li> <li>North 55°54'33" West, 244.70 feet to a 1/2-inch iron rod with a plastic cap stamped "9044" set for corner;</li> <li>North 52°45'31" West, 220.13 feet to a 1/2-inch iron rod with a plastic cap stamped "9044" set for corner;</li> <li>In a northerly direction, along a tangent curve to the right, a central angle of 232°23'2", a radius of 1993.90 feet, a chord bearing and distance of North 78°50'30" West, 429.82 feet, and a total arc length of 452.01 feet to a point of tangency;</li> <li>North 82°28'59" West, 35.45 feet to a 1/2-inch iron rod with a plastic cap stamped "9044" set for corner;</li> <li>In a northerly direction, along a tangent curve to the right, a central angle of 90°00'0", a radius of 20.00 feet, a chord bearing and distance of North 17°20'28" West, 20.00 feet, and a total arc length of 31.42 feet to a point of tangency;</li> <li>North 82°28'59" West, 50.93 feet to a 1/2-inch iron rod with a plastic cap stamped "9044" set for corner;</li> <li>In a northerly direction, along a non-tangent curve to the right, a central angle of 90°00'0", a radius of 20.00 feet, a chord bearing and distance of South 72°34'05" West, 20.38 feet, and a total arc length of 31.42 feet to a point of tangency;</li> <li>North 82°28'59" West, 210.00 feet to a 1/2-inch iron rod with a plastic cap stamped "9044" set for corner;</li> <li>In a northerly direction, along a tangent curve to the right, a central angle of 90°00'0", a radius of 20.00 feet, a chord bearing and distance of North 17°20'28" West, 20.38 feet, and a total arc length of 31.42 feet to a point of tangency;</li> <li>North 82°28'59" West, 50.93 feet to a 1/2-inch iron rod with a plastic cap stamped "9044" set for corner;</li> <li>In a northerly direction, along a non-tangent curve to the right, a central angle of 90°00'0", a radius of 20.00 feet, a chord bearing and distance of South 72°34'05" West, 20.38 feet, and a total arc length of 31.42 feet to a point of tangency;</li> <li>North 82°28'59" West, 42.42 feet, and a total arc length of 47.11 feet to a point of tangency;</li> <li>North 82°28'59" West, 114.00 feet to a 1/2-inch iron rod with a plastic cap stamped "9044" set for corner;</li> </ol>			BLOCK A LOT 1 - LANDSCAPE	0.989	3,875	BLOCK B LOT 19	0.143	6,250	BLOCK C LOT 20	0.158	6,875	BLOCK E LOT 6	0.143	6,250			
			BLOCK A LOT 2	0.198	8,825	BLOCK B LOT 20 - LANDSCAPE	0.982	3,978	BLOCK C LOT 21	0.158	6,875	BLOCK E LOT 7	0.143	6,250	BLOCK E LOT 7	0.143	6,250
			BLOCK A LOT 3	0.178	7,750	BLOCK B LOT 21	0.143	6,250	BLOCK C LOT 22	0.158	6,875	BLOCK E LOT 8	0.143	6,250	BLOCK E LOT 8	0.143	6,250
			BLOCK A LOT 4	0.178	7,750	BLOCK B LOT 22	0.143	6,250	BLOCK C LOT 23	0.158	6,875	BLOCK E LOT 9	0.143	6,250	BLOCK E LOT 9	0.143	6,250
			BLOCK A LOT 5	0.178	7,750	BLOCK B LOT 23	0.143	6,250	BLOCK C LOT 24	0.158	6,875	BLOCK E LOT 10	0.285	11,547	BLOCK E LOT 10	0.285	11,547
			BLOCK A LOT 6	0.178	7,750	BLOCK B LOT 24	0.143	6,250	BLOCK C LOT 25	0.158	6,875	BLOCK E LOT 11	0.304	13,224	BLOCK E LOT 11	0.304	13,224
			BLOCK A LOT 7	0.178	7,750	BLOCK B LOT 25	0.172	7,500	BLOCK C LOT 26	0.187	8,125	BLOCK E LOT 12	0.143	6,250	BLOCK E LOT 12	0.143	6,250
			BLOCK A LOT 8	0.178	7,750	BLOCK B LOT 26	0.143	6,250	BLOCK C LOT 1	0.216	9,422	BLOCK E LOT 13	0.143	6,250	BLOCK E LOT 13	0.143	6,250
			BLOCK A LOT 9	0.178	7,750	BLOCK B LOT 27	0.143	6,250	BLOCK C LOT 2	0.177	7,884	BLOCK E LOT 14	0.143	6,250	BLOCK E LOT 14	0.143	6,250
			BLOCK A LOT 10	0.178	7,749	BLOCK B LOT 28	0.143	6,250	BLOCK C LOT 3	0.172	7,514	BLOCK E LOT 15	0.143	6,250	BLOCK E LOT 15	0.143	6,250
			BLOCK A LOT 11	0.178	7,747	BLOCK B LOT 29	0.143	6,250	BLOCK C LOT 4	0.168	7,334	BLOCK E LOT 16	0.143	6,250	BLOCK E LOT 16	0.143	6,250
			BLOCK A LOT 12	0.178	7,744	BLOCK B LOT 30	0.143	6,250	BLOCK C LOT 5	0.155	6,741	BLOCK E LOT 17	0.143	6,250	BLOCK E LOT 17	0.143	6,250
			BLOCK A LOT 13	0.178	7,742	BLOCK B LOT 31	0.143	6,250	BLOCK C LOT 6	0.211	9,264	BLOCK E LOT 18	0.143	6,250	BLOCK E LOT 18	0.143	6,250
			BLOCK A LOT 14	0.178	7,739	BLOCK B LOT 32	0.143	6,250	BLOCK C LOT 7	0.309	13,417	BLOCK E LOT 19	0.143	6,250	BLOCK E LOT 19	0.143	6,250
			BLOCK A LOT 15 - DRAINAGE	0.969	3,869	BLOCK B LOT 33	0.143	6,250	BLOCK D LOT 8 - DRAINAGE	74.622	3,224,200	BLOCK E LOT 20	0.171	7,432	BLOCK E LOT 20	0.171	7,432
			BLOCK A LOT 16	0.178	7,735	BLOCK B LOT 34	0.143	6,250	BLOCK D LOT 9	0.146	6,506	BLOCK F LOT 1 - LANDSCAPE	0.107	4,686	BLOCK F LOT 1 - LANDSCAPE	0.107	4,686
BLOCK A LOT 17	0.178	7,732	BLOCK B LOT 35	0.143	6,250	BLOCK D LOT 10	0.199	7,243	BLOCK P LOT 2	0.178	7,750	BLOCK P LOT 2	0.178	7,750			
BLOCK A LOT 18	0.177	7,730	BLOCK B LOT 36	0.143	6,250	BLOCK D LOT 11	0.158	6,875	BLOCK F LOT 3	0.178	7,750	BLOCK F LOT 3	0.178	7,750			
BLOCK A LOT 19	0.177	7,707	BLOCK B LOT 37	0.172	7,500	BLOCK D LOT 12	0.158	6,875	BLOCK F LOT 4	0.178	7,750	BLOCK F LOT 4	0.178	7,750			
BLOCK A LOT 20 - LANDSCAPE	0.947	2,960	BLOCK C LOT 1 - LANDSCAPE	0.984	3,863	BLOCK D LOT 13	0.158	6,875	BLOCK F LOT 5	0.178	7,733	BLOCK F LOT 5	0.178	7,733			
BLOCK A LOT 21 - LANDSCAPE	0.984	3,863	BLOCK C LOT 2	0.172	7,500	BLOCK D LOT 14	0.158	6,875	BLOCK F LOT 6	0.178	7,742	BLOCK F LOT 6	0.178	7,742			
BLOCK B LOT 2	0.172	7,500	BLOCK C LOT 3	0.143	6,250	BLOCK D LOT 15	0.158	6,875	BLOCK F LOT 7	0.406	17,774	BLOCK F LOT 7	0.406	17,774			
BLOCK B LOT 3	0.143	6,250	BLOCK C LOT 4	0.143	6,250	BLOCK D LOT 16	0.158	6,875	BLOCK F LOT 8	0.225	9,790	BLOCK F LOT 8	0.225	9,790			
BLOCK B LOT 4	0.143	6,250	BLOCK C LOT 5	0.143	6,250	BLOCK D LOT 17	0.158	6,875	BLOCK F LOT 9	0.176	7,688	BLOCK F LOT 9	0.176	7,688			
BLOCK B LOT 5	0.143	6,250	BLOCK C LOT 6	0.143	6,250	BLOCK D LOT 18	0.158	6,875	BLOCK F LOT 10	0.146	6,374	BLOCK F LOT 10	0.146	6,374			
BLOCK B LOT 6	0.143	6,250	BLOCK C LOT 7	0.143	6,250	BLOCK D LOT 19	0.158	6,875	BLOCK F LOT 11	0.143	6,250	BLOCK F LOT 11	0.143	6,250			
BLOCK B LOT 7	0.143	6,250	BLOCK C LOT 8	0.143	6,250	BLOCK D LOT 20	0.158	6,875	BLOCK F LOT 12	0.143	6,250	BLOCK F LOT 12	0.143	6,250			
BLOCK B LOT 8	0.143	6,250	BLOCK C LOT 9	0.143	6,250	BLOCK D LOT 21	0.158	6,875	BLOCK F LOT 13	0.143	6,250	BLOCK F LOT 13	0.143	6,250			
BLOCK B LOT 9	0.143	6,250	BLOCK C LOT 10	0.143	6,250	BLOCK D LOT 22	0.173	7,538	BLOCK F LOT 14	0.143	6,250	BLOCK F LOT 14	0.143	6,250			
BLOCK B LOT 10	0.143	6,250	BLOCK C LOT 11	0.143	6,250	BLOCK D LOT 23	0.189	8,212	BLOCK F LOT 15	0.143	6,250	BLOCK F LOT 15	0.143	6,250			
BLOCK B LOT 11	0.143	6,250	BLOCK C LOT 12	0.143	6,250	BLOCK D LOT 24	0.201	8,744	BLOCK F LOT 16	0.143	6,250	BLOCK F LOT 16	0.143	6,250			
BLOCK B LOT 12	0.143	6,250	BLOCK C LOT 13	0.158	6,875	BLOCK D LOT 25	0.206	8,968	BLOCK F LOT 17	0.143	6,250	BLOCK F LOT 17	0.143	6,250			
BLOCK B LOT 13	0.143	6,250	BLOCK C LOT 14	0.165	6,977	BLOCK D LOT 26	0.163	7,087	BLOCK F LOT 18	0.165	8,078	BLOCK F LOT 18	0.165	8,078			
BLOCK B LOT 14	0.172	7,500	BLOCK C LOT 15	0.185	8,077	BLOCK D LOT 1	0.171	7,462	BLOCK F LOT 19	0.182	7,943	BLOCK F LOT 19	0.182	7,943			
BLOCK B LOT 15 - DRAINAGE	0.143	6,250	BLOCK C LOT 16	0.158	6,875	BLOCK E LOT 2	0.143	6,250	BLOCK F LOT 20	0.208	8,777	BLOCK F LOT 20	0.208	8,777			
BLOCK B LOT 16	0.143	6,250	BLOCK C LOT 17	0.158	6,875	BLOCK E LOT 3	0.143	6,250	OVERALL BOUNDARY	106.666	4,818,779	OVERALL BOUNDARY	106.666	4,818,779			
BLOCK B LOT 17	0.143	6,250	BLOCK C LOT 18	0.158	6,875	BLOCK E LOT 4	0.143	6,250	ROW	0.361	3,642.25	ROW	0.361	3,642.25			
BLOCK B LOT 18	0.143	6,250	BLOCK C LOT 19	0.158	6,875	BLOCK E LOT 5	0.143	6,250									

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**SURVEYOR**  
FORESTER (USA) REAL ESTATE ASSOCIATES, INC.  
651 NW LOOP 410, SUITE 300  
SAN ANTONIO, TEXAS 78216  
PH: (210) 541-8166 FAX: (210) 541-8869  
CONTACT: JOHN G. MOZIER, P.E., L.S.  
TIFRS FIRM REGISTRATION NO. 101850973

**CIVIL ENGINEER**  
FORESTER (USA) REAL ESTATE ASSOCIATES, INC.  
10814 JOLL VILLE ROAD, AVALON IV, SUITE 200  
AUSTIN, TEXAS 78759  
TIFRS FIRM REGISTRATION NO. F-428  
PH: (512) 418-1771 FAX: (512) 418-1791  
CONTACT: ALEXANDRO E. GRANADOS RICO, P.E.

**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  
LAMELUE KIMBRO SURVEY NO. 64, ABSTRACT NO. 456,  
CITY OF MANOR, TRAVIS COUNTY, TEXAS

**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**

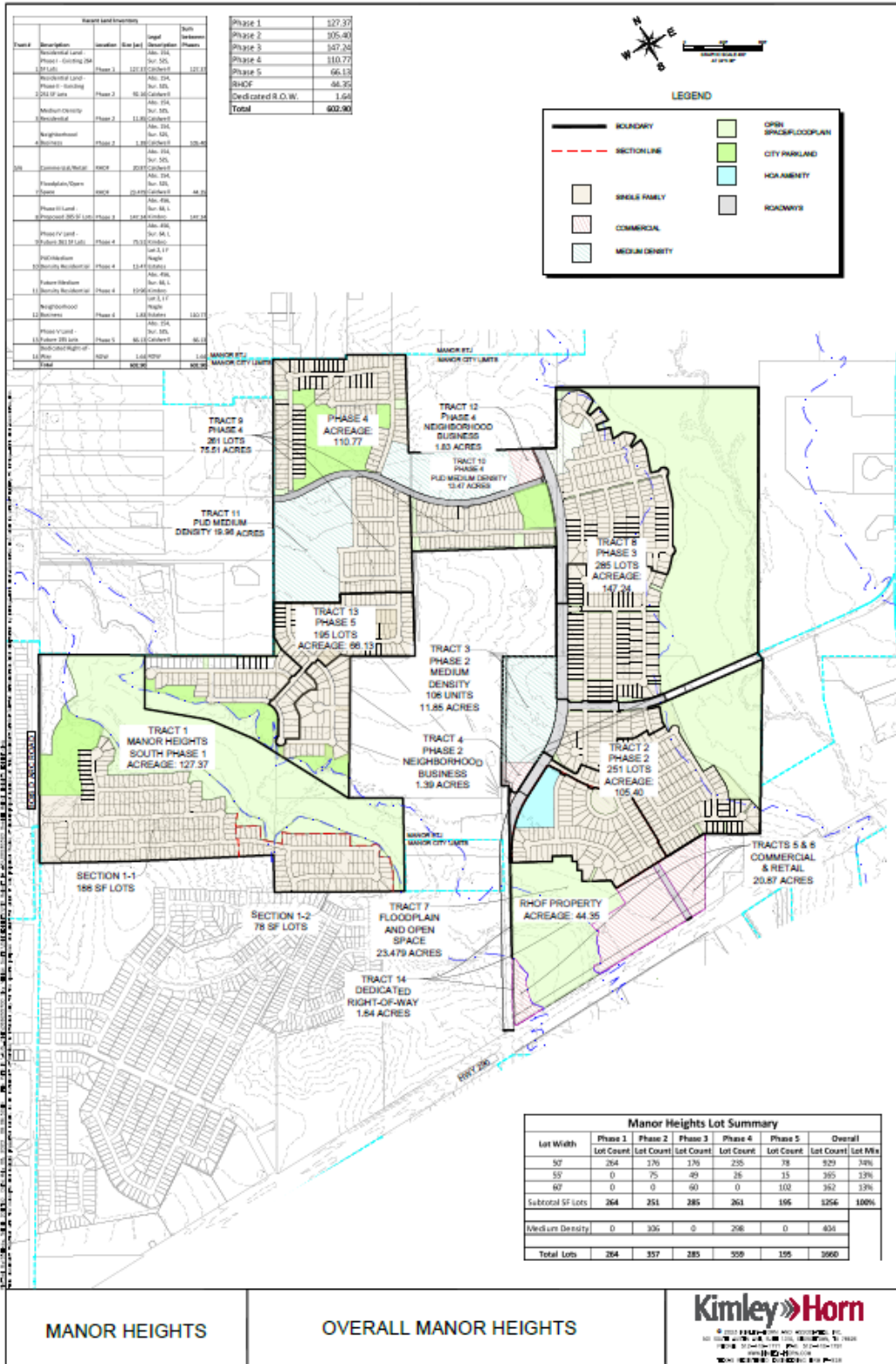
601 NW Loop 410, Suite 300  
San Antonio, Texas 78216  
FIRM # 101850973  
Tel No: (210) 541-8166  
www.kimley-horn.com

Scale	Sheet No.	Sheet Title	Checked By	Date
	040	040	JGM	08/04/2022
				08/04/2022
				8 of 8

**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

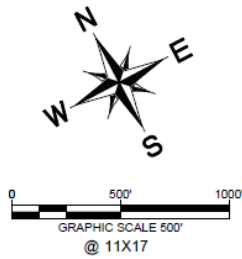
# EXHIBIT B-1 – DISTRICT BOUNDARY MAP



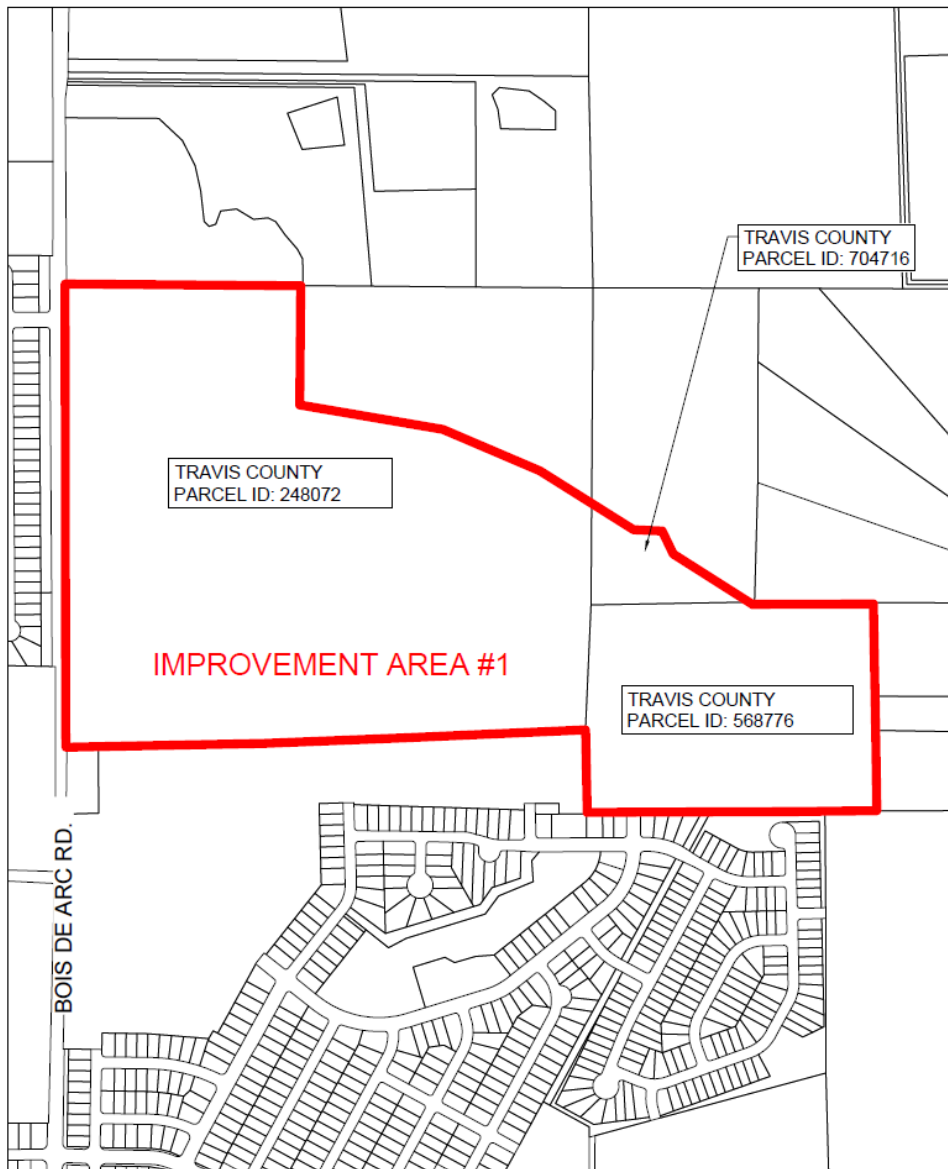


# EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

## LEGEND



	BOUNDARY
	IA #1
	TAX PARCEL BOUNDARY

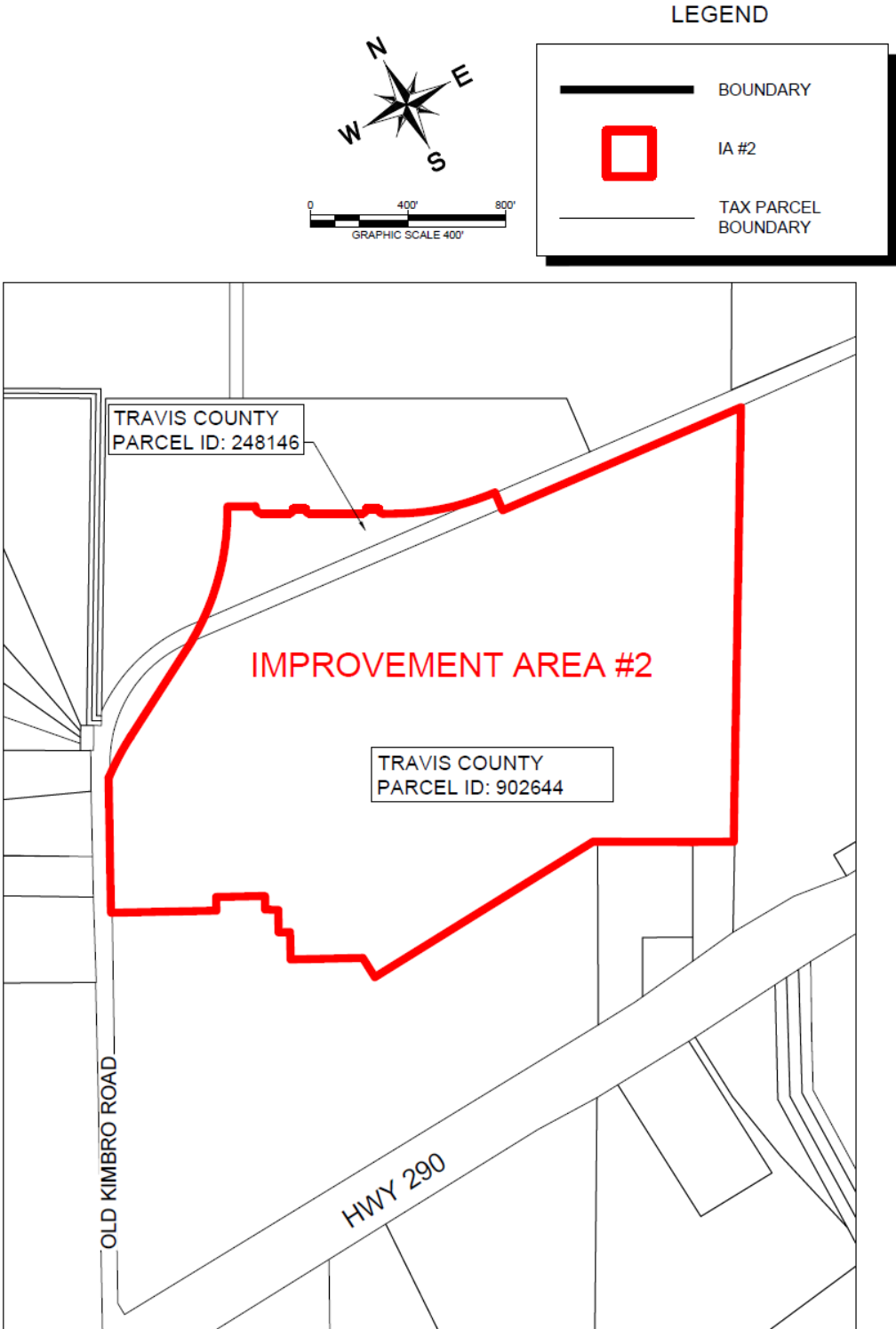


## EXHIBIT F - IMPROVEMENT AREA #1

MANOR, TEXAS  
FEBRUARY 2021



**EXHIBIT B-3 – IMPROVEMENT AREA #2 BOUNDARY MAP**

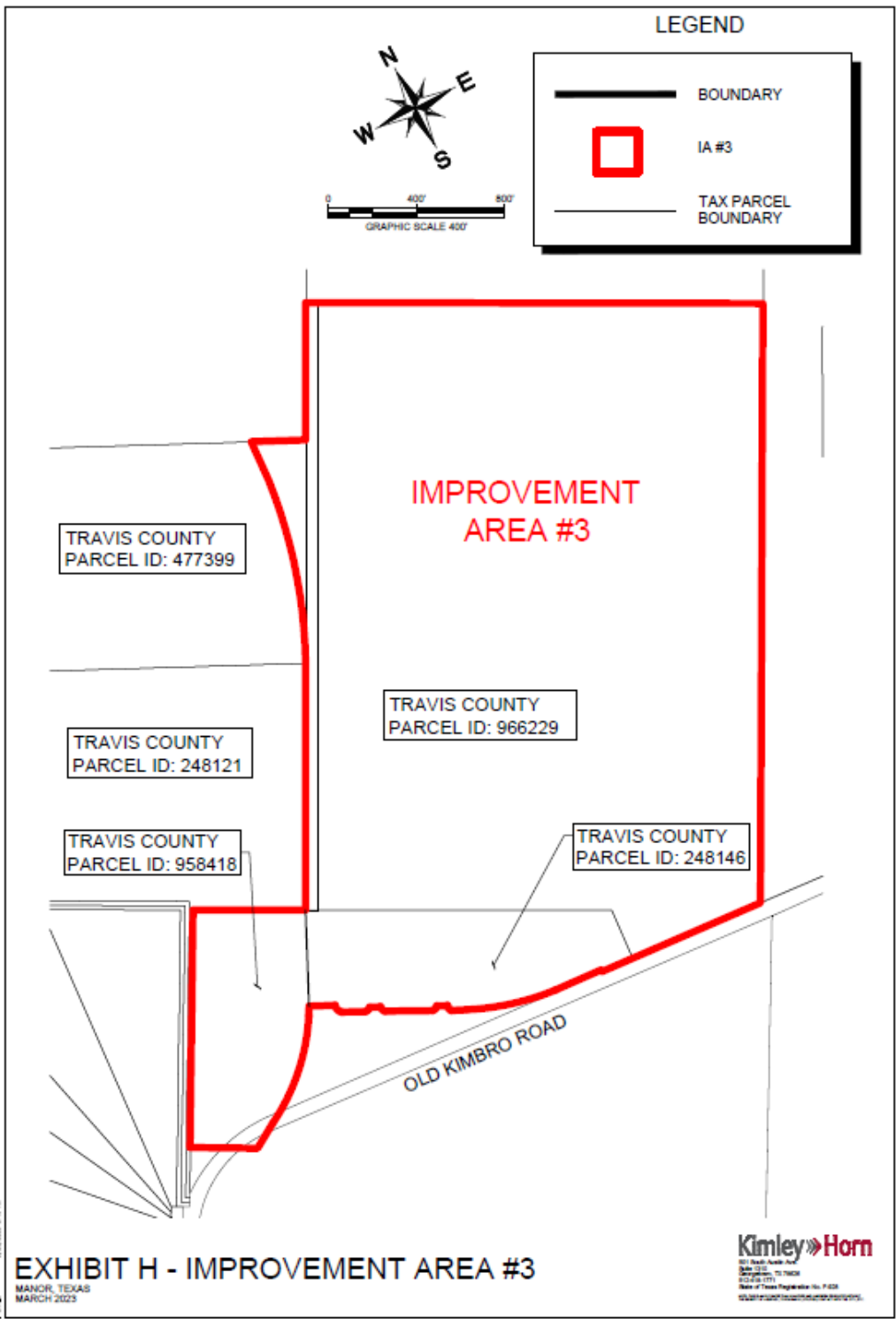


**EXHIBIT H - IMPROVEMENT AREA #2**

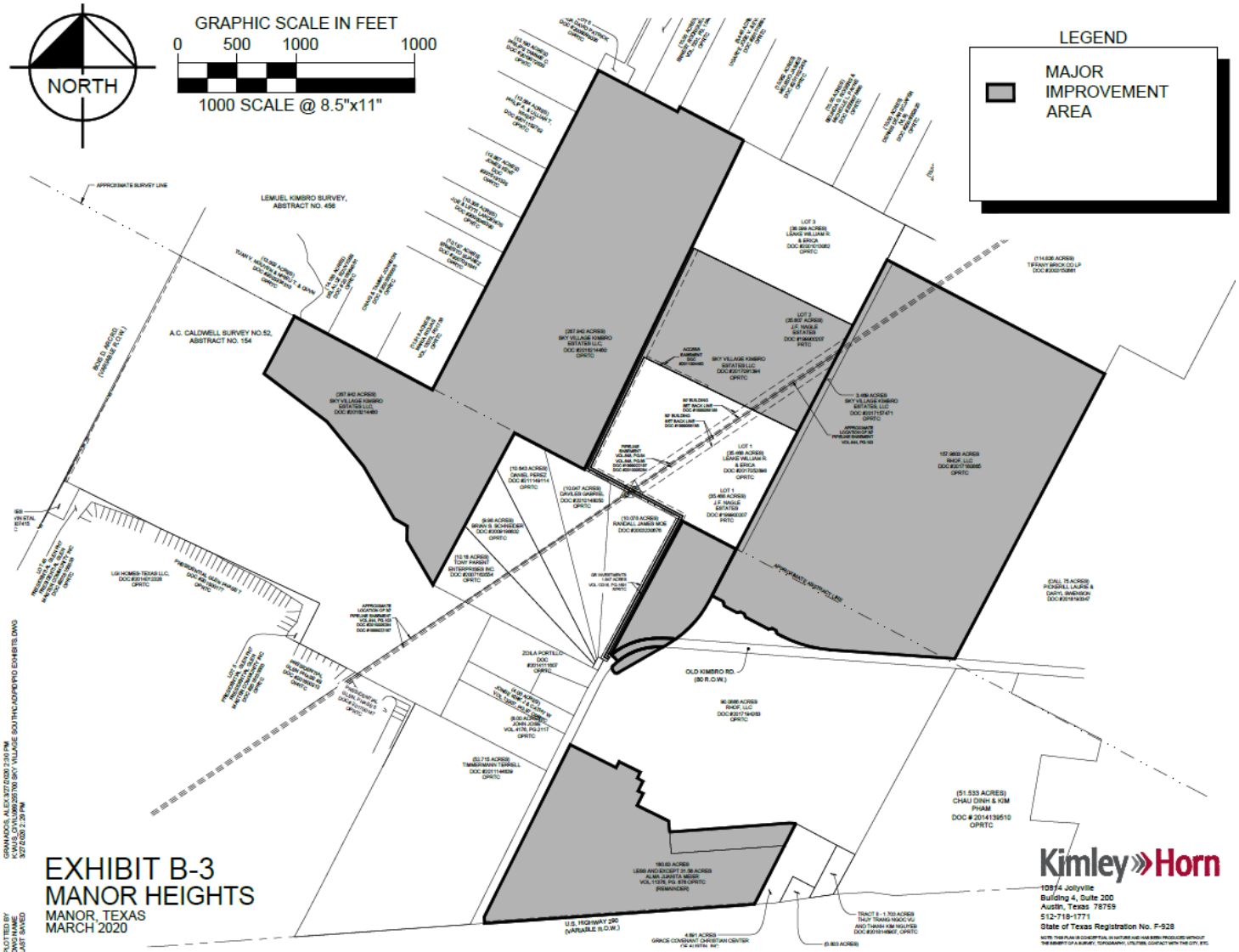
MANOR, TEXAS  
FEBRUARY 2021

**Kimley»Horn**  
12014 Lakeside  
Building 4, Suite 200  
Austin, Texas 78758  
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 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	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.

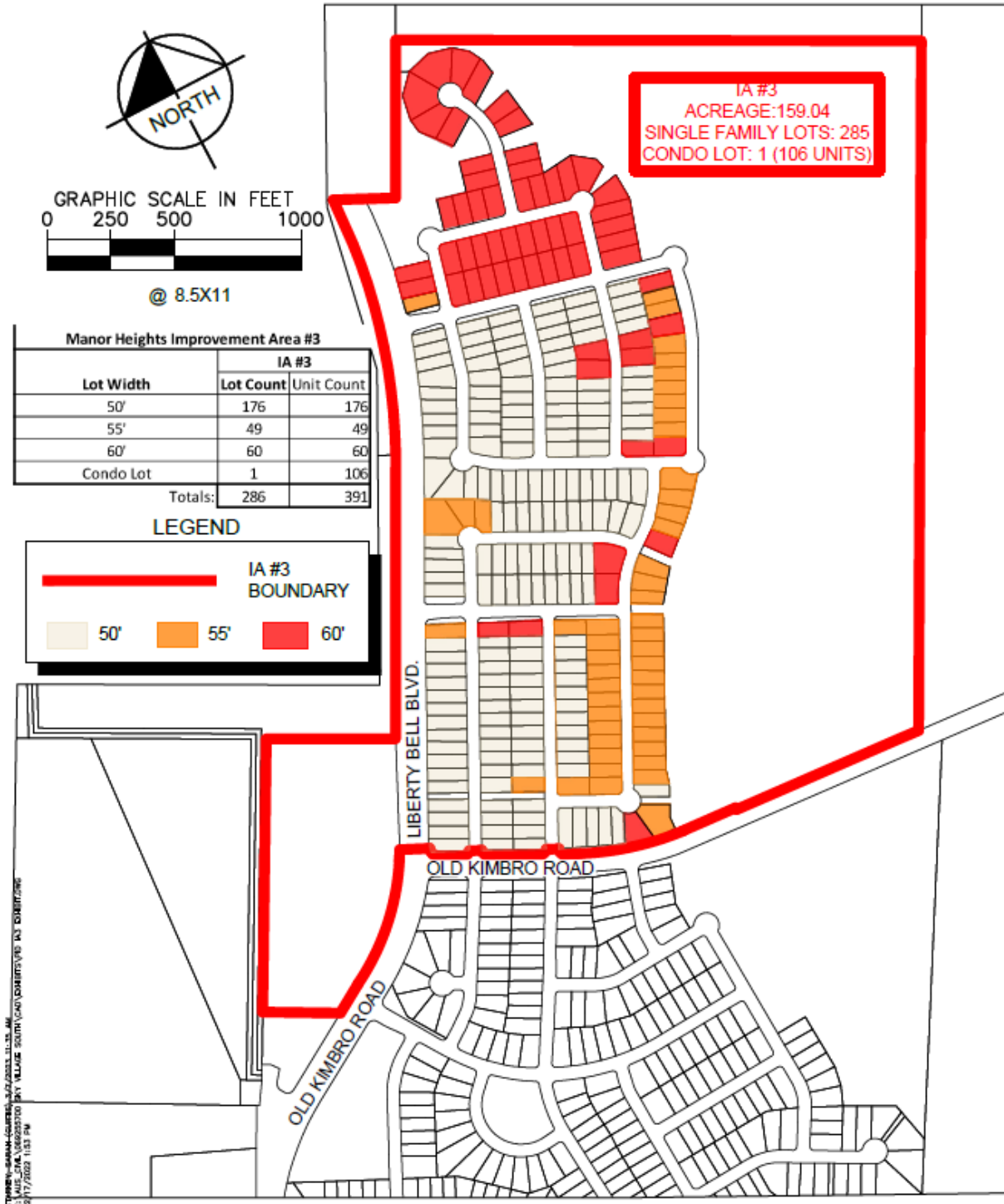
[b] Additional Interest is calculated at the Additional Interest Rate.

*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>

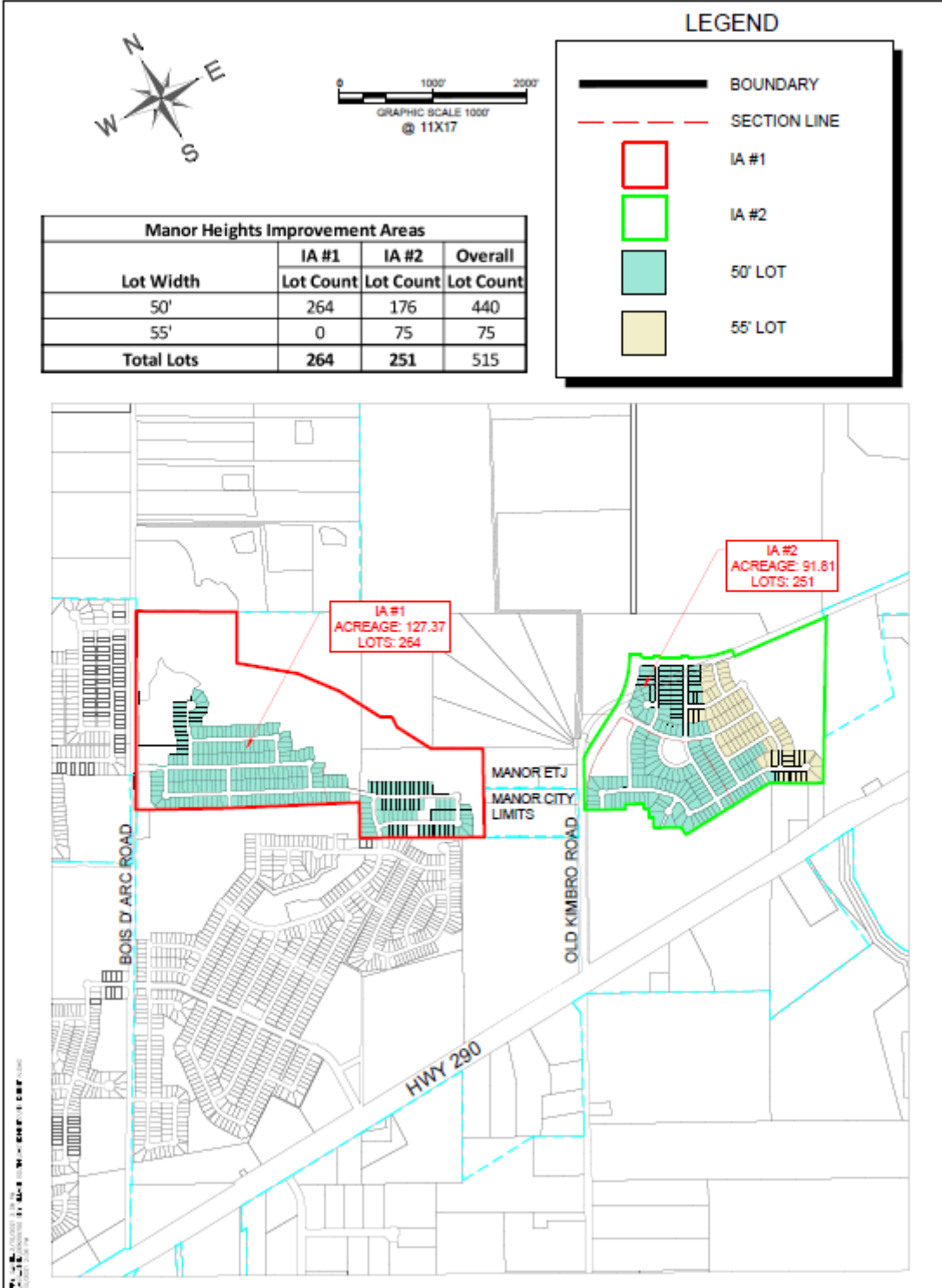
**EXHIBIT O – LOT TYPE CLASSIFICATION MAPS**



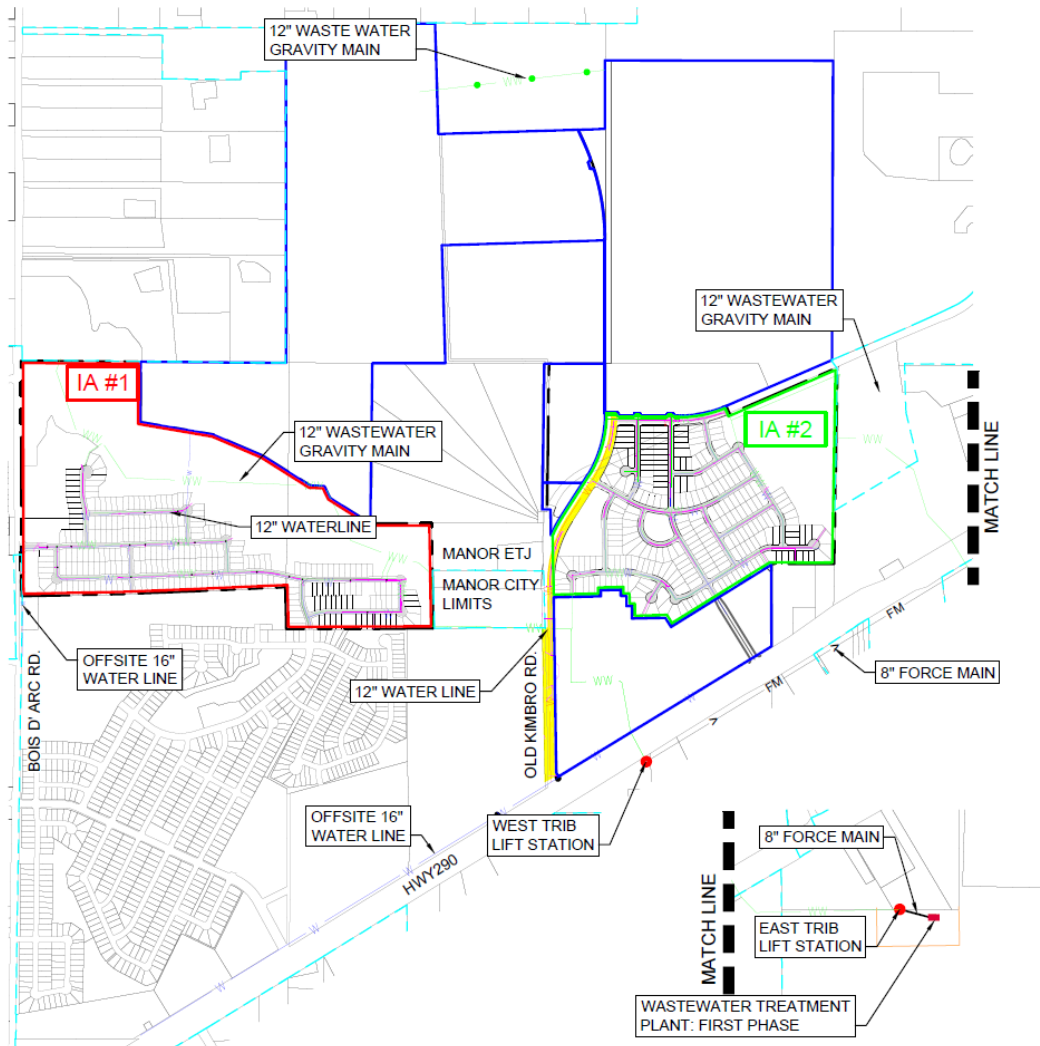
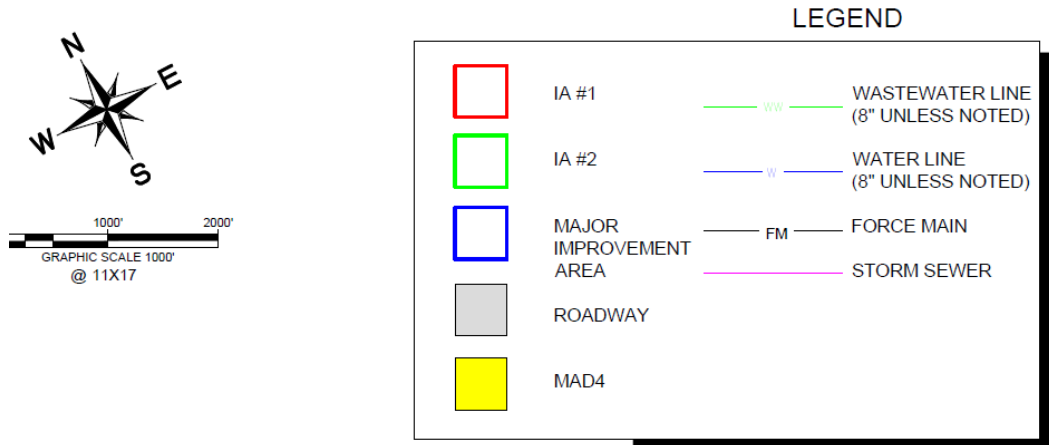
STAFF: MANOR-COURTESY, 3/27/2023, 11:33 AM  
 PLOTTED BY: MANOR-COURTESY, 3/27/2023, 11:33 AM  
 LAST SAVED: 3/27/2023 11:33 AM

**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.



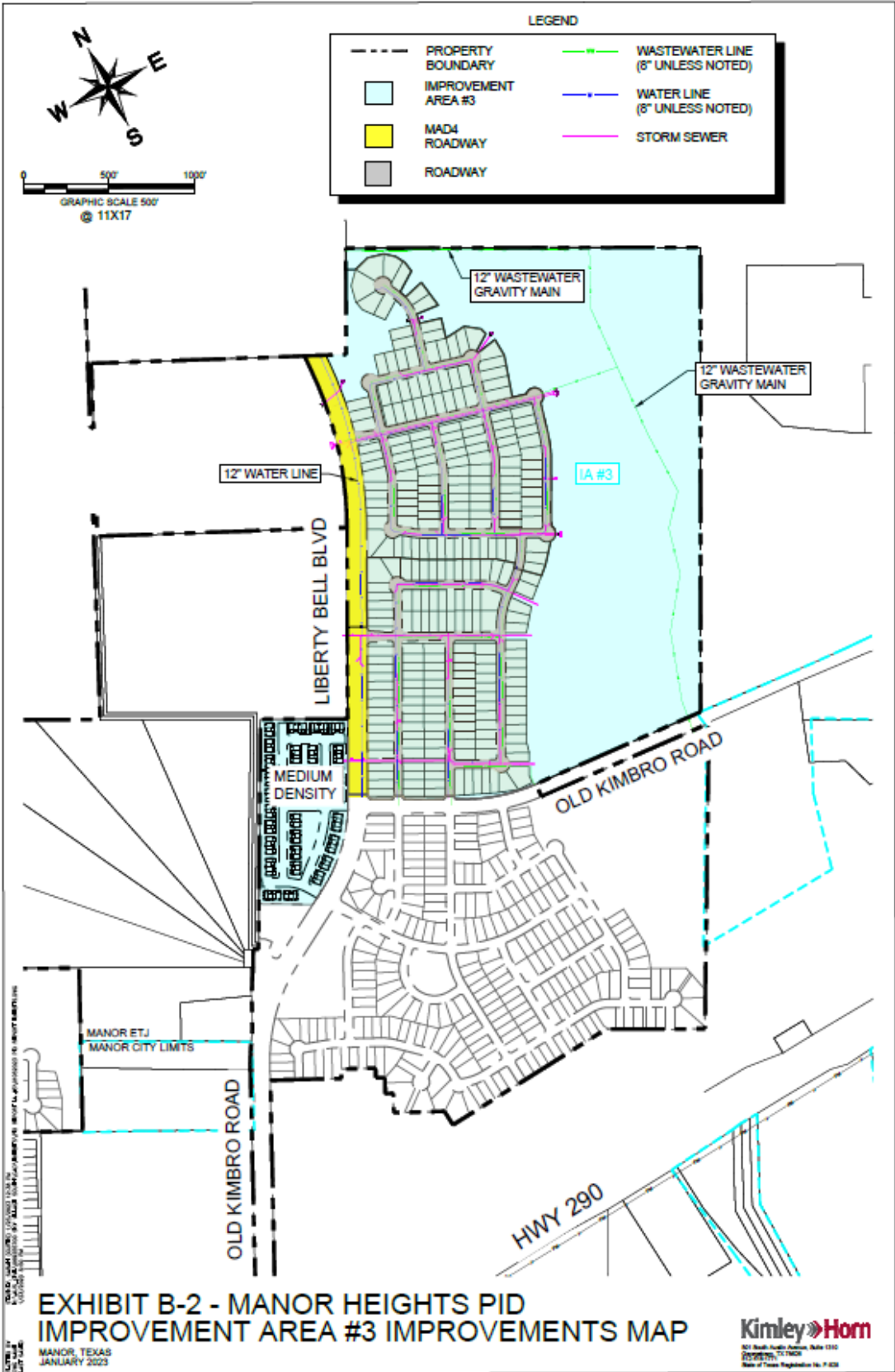
## EXHIBIT P – MAPS OF AUTHORIZED IMPROVEMENTS



**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  
 18726119/22821518/25512152/21521515/251515





**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><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

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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 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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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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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

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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 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  
© Kimley-Horn and Associates, Inc. 2023  
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*.

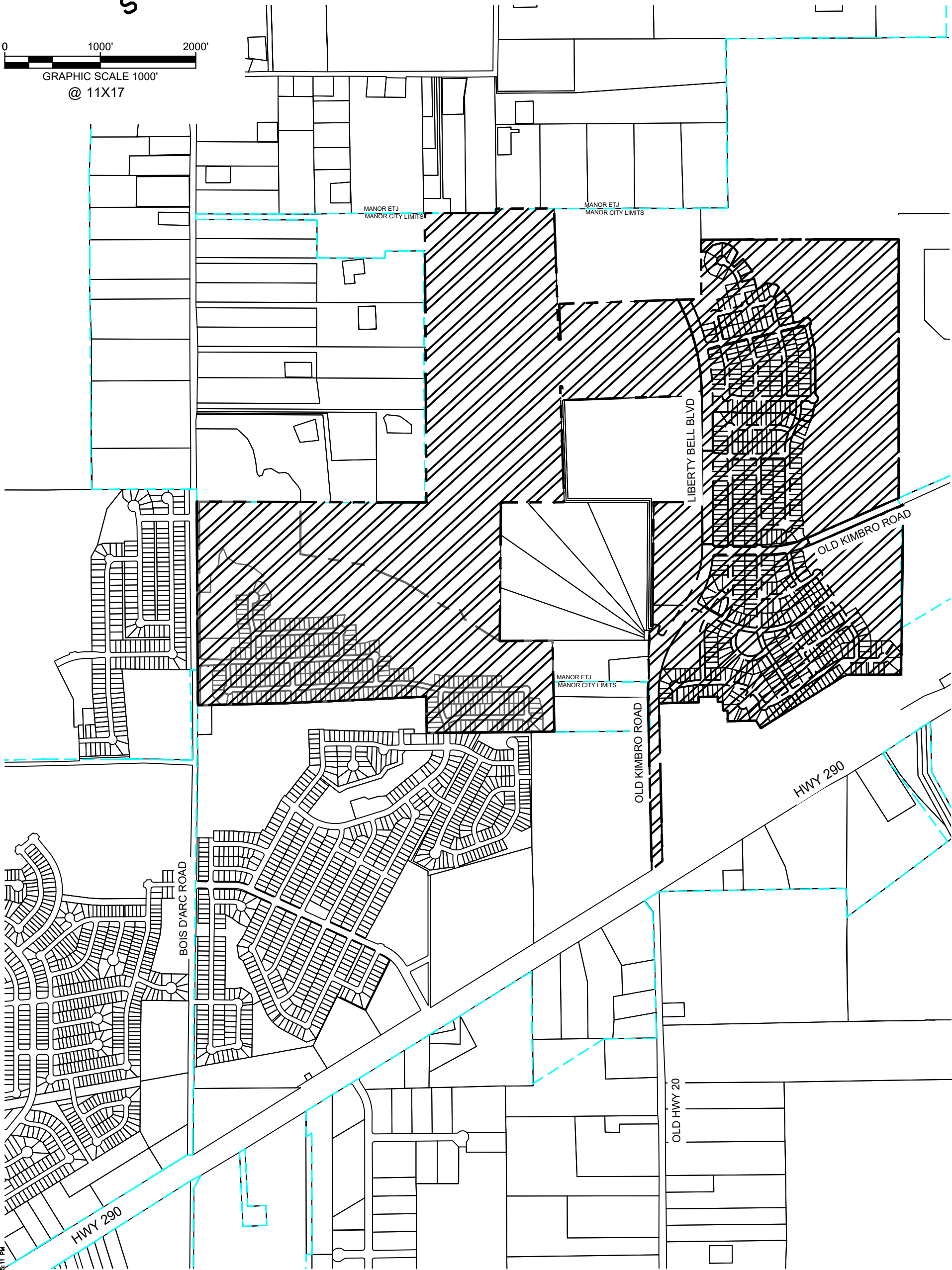
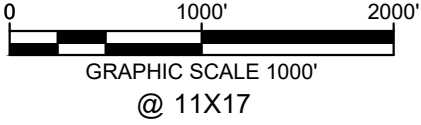
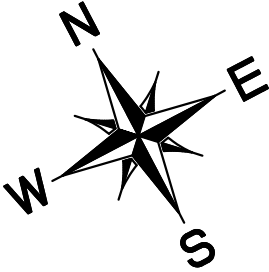
**b. Construction Stage**

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



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# EXHIBIT A - MANOR HEIGHTS LOCATION MAP

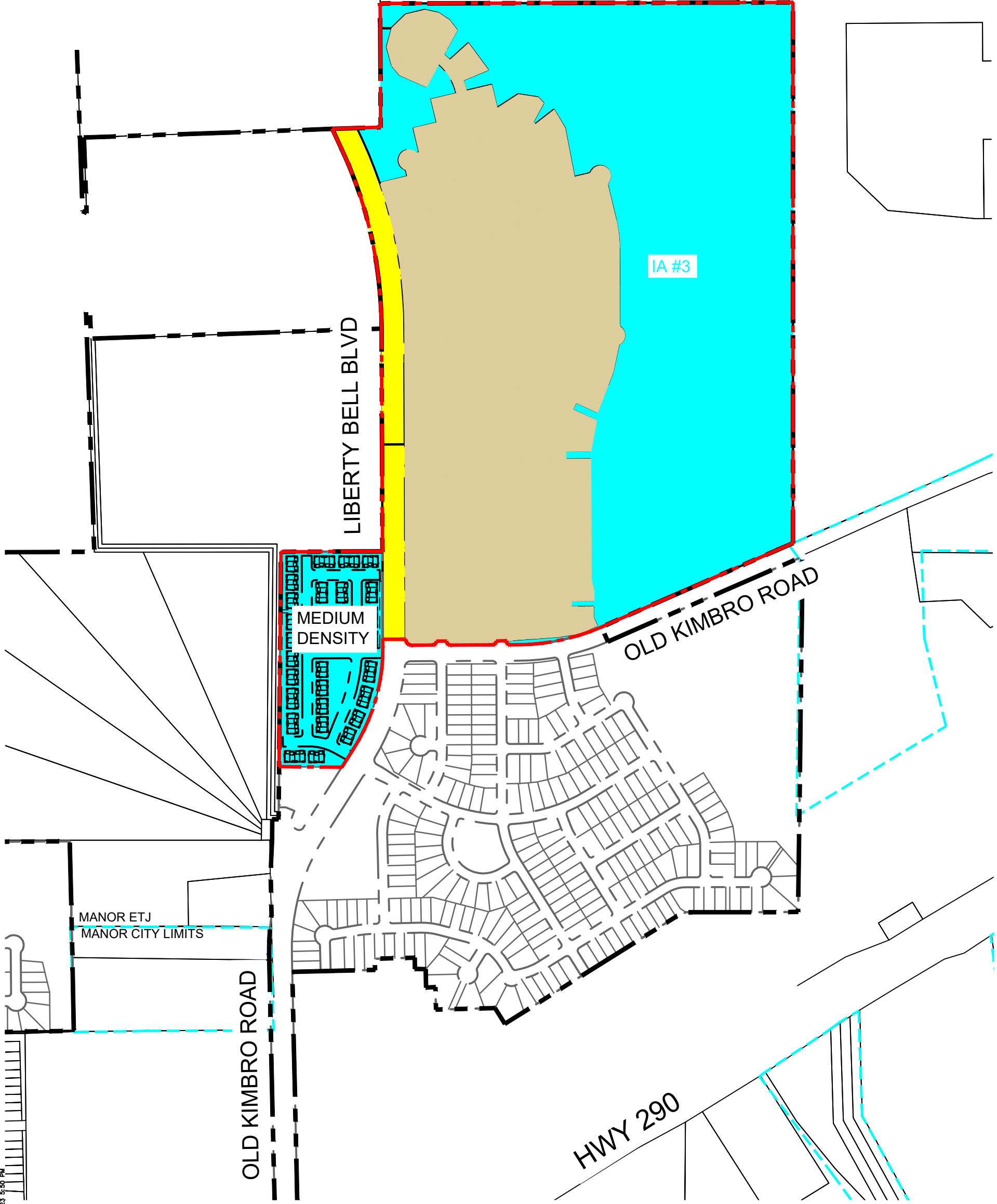
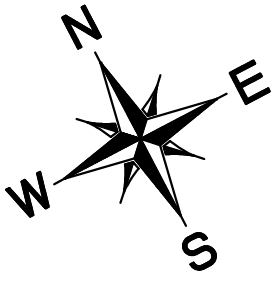
MANOR, TEXAS  
JANUARY 2023

## **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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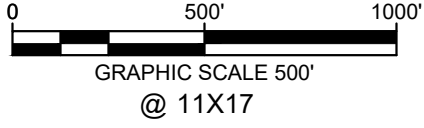
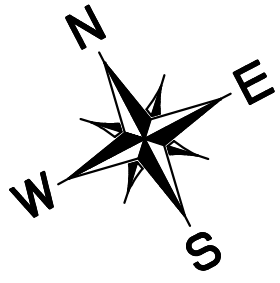
# EXHIBIT B-1 - MANOR HEIGHTS PID IMPROVEMENT AREA #3 BOUNDARY MAP

MANOR, TEXAS  
JANUARY 2023



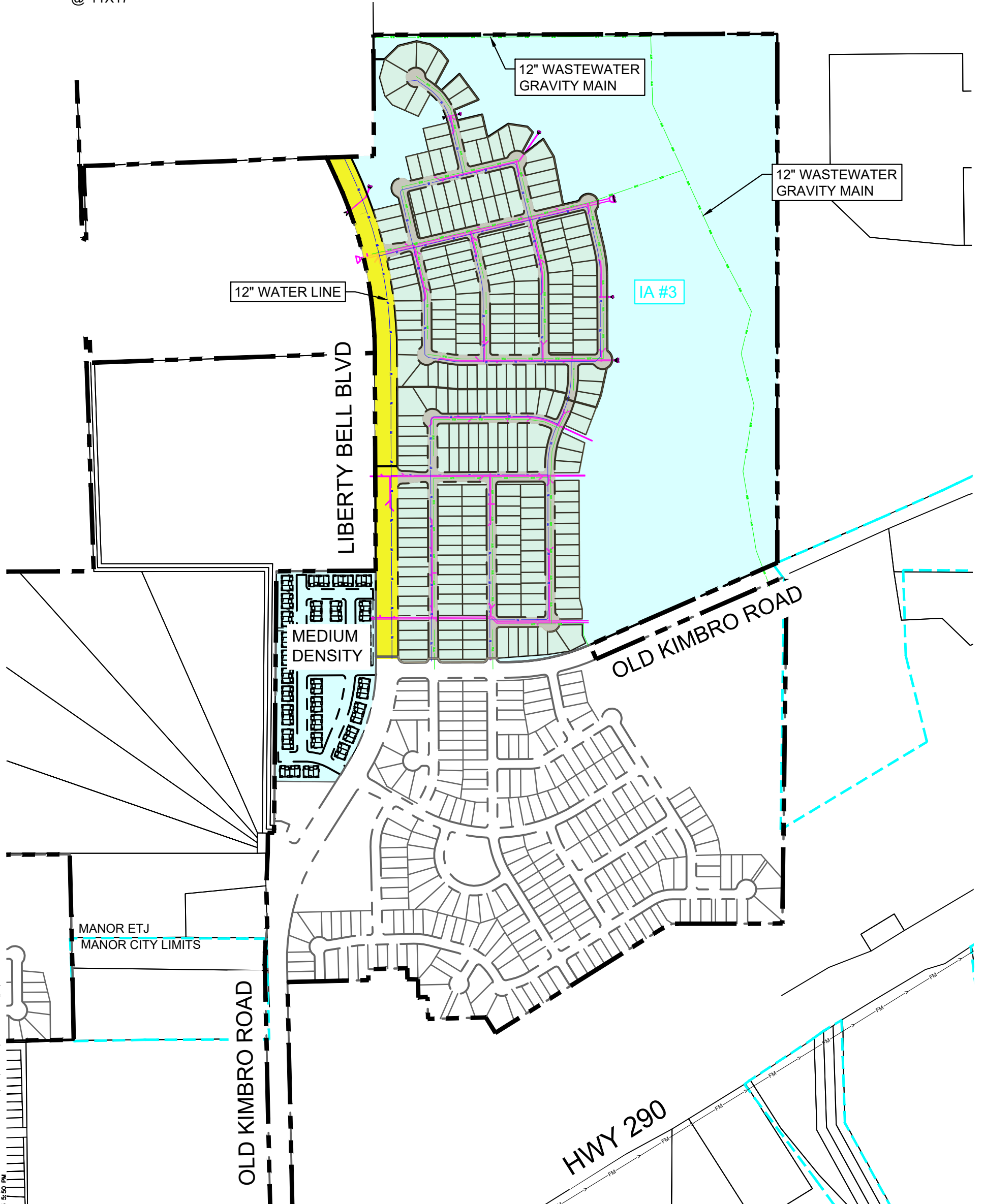
## **Exhibit B-2**

# **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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 1/23/2023 5:50 PM

# 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



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTIONS:**

Consideration, Discussion and Possible Action on an Ordinance of the City of Manor, Texas Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project); Approving and Authorizing an Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement, and Other Agreements and Documents in Connection Therewith; Making Findings with Respect to the Issuance of Such Bonds; Providing an Effective Date.

**BACKGROUND/SUMMARY:**

The City authorized the creation of the Manor Heights Public Improvement District (“District” or “PID”) by adopting Resolution No. 2018-10 on November 7, 2018, and authorized additional land to be added to the District pursuant to Resolution No. 202-11 on October 7, 2020. The PID is authorized to issue up to \$30,000,000.00 in bonds to finance certain public improvements associated with the Manor Heights Development. Major Improvement Area Bonds and Improvement Area #1-2 Bonds were issued in 2021 to fund Major Improvements, Improvement Area #1 Improvements, and Improvement Area #2 Improvements in the District. This item will approve the bonds which will fund improvements specifically for Improvement Area #3 of the development district, which include water, wastewater, drainage and roadway improvements.

The City approved Resolution 2023-20 on June 7, 2023, which authorized the Preliminary Limited Offering Memorandum (PLOM) for the purpose of marketing the bonds for the Manor Heights PID Improvement Area #3 Project. Adoption of this Ordinance authorizes the issuance of the Bonds in the principal amount of approximately \$4,255,000 for the purposes of (i) paying a portion of the costs of the Improvement Area #3 Improvements, (ii) funding a reserve fund 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 the costs of issuance of the Bonds.

This Ordinance authorizes the Limited Offering Memorandum (LOM) for Improvement Area #3, which is the finalized official copy of the City’s offering documents; authorizes an indenture of trust with UMB Bank, N.A., as trustee, to administer the assessments and pay debt service on the bonds; approves a bond purchase agreement whereby the City sells the bonds to FMSbonds, Inc., as the Underwriter; and approves a Continuing Disclosure Agreement between P3Works, LLC, as Administrator, UMB Bank, N.A., as Dissemination Agent, and the City.

**LEGAL REVIEW:** Yes

**FISCAL IMPACT:**

**PRESENTATION:**

**ATTACHMENTS:** Yes

- Ordinance No. 709 Issuing Bonds

**STAFF RECOMMENDATION:**

Staff recommends approval of Ordinance No. 709 issuing Manor Heights Public Improvement District Improvement Area #3 Bonds and approving an Indenture of Trust, Bond Purchase Agreement, Limited Offering Memorandum and Continuing Disclosure Agreement of Issuer.

**PLANNING & ZONING COMMISSION:**      **Recommend Approval**      **Disapproval**      **None**      521

**ORDINANCE NO. 709**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF MANOR, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT); APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT, AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Manor, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act"), has previously established the "Manor Heights Public Improvement District" (the "District"), pursuant to Resolution No. 2018-10 adopted by the City Council of the City (the "City Council") on November 7, 2018; and

**WHEREAS**, the authorization creating the District became effective on November 9, 2018 upon publication of Resolution No. 2018-10 in the *Manor Community News*, a newspaper of general circulation in the City; 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**, pursuant to the PID Act, the City Council published notice and held a public hearing on June 21, 2023 regarding the levy of special assessments within Improvement Area #3 of the District and on June 21, 2023, adopted Ordinance No. \_\_\_ (the "Assessment Ordinance"); and

**WHEREAS**, in the Assessment Ordinance, the City Council approved and accepted the "Amended and Restated Service and Assessment Plan" (as defined and described in the Assessment Ordinance, the "Service and Assessment Plan") relating to the District and levied the "Assessments" (as defined in the Service and Assessment Plan, the "Improvement Area #3 Assessments") against the "Assessment Roll" (as defined and described in the Service and Assessment Plan, the "Improvement Area #3 Assessment Roll"). Capitalized terms used in this preamble and not otherwise defined shall have the meaning assigned thereto in the Service and Assessment Plan; and

**WHEREAS**, the City Council has found and determined that it is in the best interests of the City to issue its bonds to be designated "City of Manor, Texas Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project)"

(the "Bonds"), such series to be payable from and secured by the Pledged Revenues, as defined in the Indenture (defined below); and

**WHEREAS**, the City is authorized by the PID Act to issue the Bonds for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #3 Improvements (as defined in the Indenture), (ii) funding a reserve fund 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 the costs of issuance of the Bonds; and

**WHEREAS**, in connection with the issuance of the Bonds for the purposes of paying the costs of the Improvement Area #3 Improvements, the City has determined such improvements confer a special benefit on Improvement Area #3 of the District, as provided in Section III of the Service and Assessment Plan and further depicted on Exhibit P of the Service and Assessment Plan; and

**WHEREAS**, the meeting at which this Ordinance was considered was open to the public as required by law; the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; and

**WHEREAS**, after conducting the duly noticed public hearing on the issuance of the Bonds, the City Council, as set out this Ordinance, hereby approves the: (i) issuance of the Bonds to finance the Improvement Area #3 Improvements as identified in the Service and Assessment Plan, (ii) form, terms and provisions of the Indenture of Trust securing the Bonds authorized hereby (defined below), (iii) form, terms and provisions of the Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) the Limited Offering Memorandum (defined below), and (v) the Continuing Disclosure Agreement (defined below).

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

**SECTION 1. Findings.** The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein.

**SECTION 2. Approval of Issuance of Bonds and Indenture of Trust.**

(a) The issuance of the Bonds in the 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 fund 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 the costs of issuance of the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of June 1, 2023, between the City and UMB Bank, N.A., as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out

the intent of this Ordinance and as approved by the Mayor or Mayor Pro Tem of the City, such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as Exhibit A and incorporated herein for all purposes. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate (as defined in the Indenture) pledged to such Bonds and shall never be payable from ad valorem taxes.

**SECTION 3. Sale of Bonds; Approval of Bond Purchase Agreement.** The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, attached hereto as Exhibit B and incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interest of the City. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement. The Mayor's or Mayor Pro Tem's signature on the Bond Purchase Agreement may be attested by the City Secretary.

**SECTION 4. Approval of Limited Offering Memorandum.** The City Council, at a regular called meeting on June 7, 2023, adopted Resolution No. 2023-20 whereby it found and determined that the Preliminary Limited Offering Memorandum for the Bonds, dated June 9, 2023 (the "Preliminary Limited Offering Memorandum") was approved in form and content, 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 Preliminary Limited Offering Memorandum was "deemed final" (as that term is defined in 17 C.F.R. Section 240.15c2-12) on June 9, 2023, the date it was made public, such deeming as final is hereby ratified, confirmed and approved. The final Limited Offering Memorandum (the "Limited Offering Memorandum") is hereby approved and adopted with such changes and alteration therein as the Mayor, Mayor Pro Tem, the City Manager, the Finance Director, the City Secretary, and other appropriate officials of the City may approve, such approval to be conclusively evidenced by the delivery thereof. The Limited Offering Memorandum as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem, and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of the meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed.



Notwithstanding the execution, approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, the Mayor or Mayor Pro Tem and this City Council are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Manor Heights Public Improvement District, the Developer or its financial ability, any builders, any landowners, or the appraisal of the property in the District.

**SECTION 5. Approval of Continuing Disclosure Agreement of the Issuer.** That certain Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") between the City, P3Works, LLC (as the "PID Administrator") and UMB Bank, N.A. (as the "Dissemination Agent") is hereby authorized and approved in substantially final form attached hereto as Exhibit C and incorporated herein for all purposes and the Mayor or the Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the Mayor or the Mayor Pro Tem, such approval to be evidenced by the execution thereof.

**SECTION 6. Additional Actions.** The Mayor, the Mayor Pro Tem, the Finance Director, the City Manager, and the City Secretary are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the Finance Director, the City Manager, and the City Secretary are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance.

**SECTION 7. Severability.** If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 8. Governing Law.** This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**SECTION 9. Effect of Headings.** The Section headings herein are for convenience only and shall not affect the construction hereof.

**SECTION 10. Construction of Terms.** If appropriate in the context of this Ordinance, words of the plural shall be considered to include the singular, and words of the masculine, feminine or neutral gender shall be considered to include the other genders.

**SECTION 11. Effective Date.** This Ordinance is passed on one reading as authorized by Texas Government Code, Section 1201.028, as amended, and shall be effective immediately upon its passage and adoption.

**SECTION 12. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

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

**PASSED, APPROVED AND EFFECTIVE THIS 21<sup>st</sup> DAY OF JUNE, 2023.**

---

Dr. Christopher Harvey, Mayor  
City of Manor, Texas

**ATTEST:**

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

EXHIBIT A  
INDENTURE OF TRUST

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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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## TABLE OF CONTENTS

	<b>Page</b>
ARTICLE I DEFINITIONS, FINDINGS AND INTERPRETATION .....	5
Section 1.1.    Definitions.....	5
Section 1.2.    Findings.....	14
Section 1.3.    Table of Contents, Titles and Headings. ....	14
Section 1.4.    Interpretation. ....	14
ARTICLE II THE BONDS.....	15
Section 2.1.    Security for the Bonds.....	15
Section 2.2.    Limited Obligations.....	15
Section 2.3.    Authorization for Indenture.....	15
Section 2.4.    Contract with Owners and Trustee. ....	16
ARTICLE III AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS .....	16
Section 3.1.    Authorization.....	16
Section 3.2.    Date, Denomination, Maturities, Numbers and Interest.....	16
Section 3.3.    Conditions Precedent to Delivery of Bonds. ....	17
Section 3.4.    Medium, Method and Place of Payment. ....	18
Section 3.5.    Execution and Registration of Bonds. ....	20
Section 3.6.    Refunding Bonds.....	20
Section 3.7.    Ownership. ....	21
Section 3.8.    Registration, Transfer and Exchange. ....	21
Section 3.9.    Cancellation.....	22
Section 3.10.   Temporary Bonds.....	23
Section 3.11.   Replacement Bonds.....	23
Section 3.12.   Book-Entry Only System. ....	24
Section 3.13.   Successor Securities Depository: Transfer Outside Book-Entry-Only System. ....	25
Section 3.14.   Payments to Cede & Co. ....	25
Section 3.15.   Use of Book-Entry-Only System Not Required.....	25
ARTICLE IV REDEMPTION OF BONDS BEFORE MATURITY.....	25
Section 4.1.    Limitation on Redemption.....	25
Section 4.2.    Mandatory Sinking Fund Redemption. ....	25
Section 4.3.    Optional Redemption. ....	28
Section 4.4.    Extraordinary Optional Redemption. ....	28
Section 4.5.    Partial Redemption. ....	28
Section 4.6.    Notice of Redemption to Owners. ....	29
Section 4.7.    Purchase Price for Bonds. ....	30
Section 4.8.    Payment Upon Redemption.....	30
Section 4.9.    Effect of Redemption. ....	30
ARTICLE V FORM OF THE BONDS .....	30
Section 5.1.    Form Generally.....	30
Section 5.2.    CUSIP Registration. ....	31

Section 5.3.	Legal Opinion.....	31
Section 5.4.	Statement of Insurance.....	31
ARTICLE VI FUNDS AND ACCOUNTS.....		32
Section 6.1.	Establishment of Funds and Accounts.....	32
Section 6.2.	Initial Deposits to Funds and Accounts.....	33
Section 6.3.	Project Collection Fund.....	33
Section 6.4.	Pledged Revenue Fund.....	33
Section 6.5.	Bond Fund.....	34
Section 6.6.	Project Fund.....	35
Section 6.7.	Redemption Fund.....	36
Section 6.8.	Reserve Fund.....	36
Section 6.9.	Rebate Fund: Rebate Amount.....	38
Section 6.10.	Administrative Fund.....	39
Section 6.11.	Investment of Funds.....	39
Section 6.12.	Advances from Available Funds.....	40
Section 6.13.	Security of Funds.....	40
ARTICLE VII COVENANTS.....		41
Section 7.1.	Confirmation of the Assessments.....	41
Section 7.2.	Collection and Enforcement of the Assessments.....	41
Section 7.3.	Against Encumbrances.....	41
Section 7.4.	Records, Accounts, Accounting Reports.....	41
Section 7.5.	Covenants to Maintain Tax-Exempt Status.....	42
ARTICLE VIII LIABILITY OF CITY.....		45
ARTICLE IX THE TRUSTEE.....		47
Section 9.1.	Trustee as Registrar and Paying Agent.....	47
Section 9.2.	Trustee Entitled to Indemnity.....	47
Section 9.3.	Responsibilities of the Trustee.....	47
Section 9.4.	Property Held in Trust.....	49
Section 9.5.	Trustee Protected in Relying on Certain Documents.....	49
Section 9.6.	Compensation.....	50
Section 9.7.	Permitted Acts.....	51
Section 9.8.	Resignation of Trustee.....	51
Section 9.9.	Removal of Trustee.....	51
Section 9.10.	Successor Trustee.....	51
Section 9.11.	Transfer of Rights and Property to Successor Trustee.....	52
Section 9.12.	Merger, Conversion or Consolidation of Trustee.....	53
Section 9.13.	Security Interest in Trust Estate.....	53
Section 9.14.	Accounts, Periodic Reports and Certificates.....	53
Section 9.15.	Construction of Indenture.....	53
Section 9.16.	Offering Documentation.....	53
Section 9.17.	Expenditure of Funds and Risk.....	54
Section 9.18.	Environmental Hazards.....	54
ARTICLE X MODIFICATION OR AMENDMENT OF THIS INDENTURE.....		54
Section 10.1.	Amendments Permitted.....	54
Section 10.2.	Owners' Meetings.....	55

Section 10.3.	Procedure for Amendment with Written Consent of Owners. ....	55
Section 10.4.	Effect of Supplemental Indenture. ....	56
Section 10.5.	Endorsement or Replacement of Bonds Issued After Amendments. ....	56
Section 10.6.	Amendatory Endorsement of Bonds. ....	57
Section 10.7.	Waiver of Default. ....	57
ARTICLE X I DEFAULT AND REMEDIES. ....		57
Section 11.1.	Events of Default. ....	57
Section 11.2.	Immediate Remedies for Default. ....	58
Section 11.3.	Restriction on Owner’s Action. ....	59
Section 11.4.	Application of Revenues and Other Moneys After Default. ....	60
Section 11.5.	Effect of Waiver. ....	60
Section 11.6.	Evidence of Ownership of Bonds. ....	61
Section 11.7.	No Acceleration. ....	61
Section 11.8.	Mailing of Notice. ....	61
Section 11.9.	Exclusion of Bonds. ....	61
Section 11.10.	Remedies Not Exclusive. ....	62
Section 11.11.	Direction by Owners. ....	62
ARTICLE XI I GENERAL COVENANTS AND REPRESENTATIONS ....		62
Section 12.1	Representations as to Trust Estate. ....	62
Section 12.2.	Accounts, Periodic Reports and Certificates. ....	63
Section 12.3.	General. ....	63
Section 12.4.	Texas Government Code Sections 2271.02 and 2274.002. ....	63
Section 12.5.	No Terrorist Organization. ....	63
ARTICLE XII I SPECIAL COVENANTS ....		63
Section 13.1.	Further Assurances; Due Performance. ....	63
Section 13.2	Additional Obligations or Other Liens; Refunding Bonds. ....	64
Section 13.3.	Books of Record. ....	64
ARTICLE XIV PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE. ....		65
Section 14.1.	Trust Irrevocable. ....	65
Section 14.2.	Satisfaction of Indenture. ....	65
Section 14.3.	Bonds Deemed Paid. ....	65
ARTICLE XV MISCELLANEOUS. ....		66
Section 15.1.	Benefits of Indenture Limited to Parties. ....	66
Section 15.2.	Successor is Deemed Included in All References to Predecessor. ....	66
Section 15.3.	Execution of Documents and Proof of Ownership by Owners. ....	66
Section 15.4.	Waiver of Personal Liability. ....	67
Section 15.5.	Notices to and Demands on City and Trustee. ....	67
Section 15.6.	Partial Invalidity. ....	68
Section 15.7.	Applicable Laws. ....	68
Section 15.8.	Counterparts. ....	68
EXHIBIT A	Form of Bond. ....	A-1
EXHIBIT B	Form of City Certificate. ....	B-1



## 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: smooore@manortx.gov

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: vrivera@cityattorneytexas.com

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: Robert.Rodriguez@umb.com

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.



(c) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method), the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(d) The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

#### Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

#### Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

#### Section 15.8. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

*[remainder of page left blank intentionally]*

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF MANOR, TEXAS

By: \_\_\_\_\_  
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:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate"</u>
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(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered I-1.



EXHIBIT B  
BOND PURCHASE AGREEMENT



§ \_\_\_\_\_  
**CITY OF MANOR, TEXAS,  
 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023  
 (MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3  
 PROJECT)**

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**BOND PURCHASE AGREEMENT**

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June 21, 2023

City of Manor, Texas  
 105 E. Eggleston Street  
 Manor, Texas 78653

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the “Underwriter”), offers to enter into this Bond Purchase Agreement (this “Agreement”) with the City of Manor, Texas (the “City”), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein) between the City and UMB Bank, N.A., as trustee (the “Trustee”), authorizing the issuance of the Bonds (defined herein), and in the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the \$\_\_\_\_\_ aggregate principal amount of the “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project)” (the “Bonds”), at a purchase price of \$\_\_\_\_\_ (representing the aggregate principal amount of the Bonds, less an original issue discount of \$\_\_\_\_\_, and less an Underwriter’s discount of \$\_\_\_\_\_).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s length

commercial transaction between the City and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (“MSRB”), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Improvement Area #3 Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated July \_\_\_, 2023, and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on July \_\_\_, 2023 (or such other date as may be agreed to by the City and the Underwriter) (the “Closing Date”).

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the “City Council”) on June 21, 2023 (the “Bond Ordinance”) and shall be issued pursuant to the provisions of Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “Act”), and the Indenture of Trust, dated as of June 1, 2023, between the City and the Trustee (the “Indenture”). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by a lien and pledge of the Trust Estate (as defined in the Indenture) consisting primarily of revenue from proceeds of special assessments (the “Assessments”) levied on the assessable parcels within Improvement Area #3 of the Manor Heights Public Improvement District (the “District”). The District was created by resolution No. 2018-10 of the City adopted on November 7, 2018 (the “Creation Resolution”) in accordance with the Act. The City adopted Resolution No. 2020-11 on October 7, 2020, which authorized adding additional land to the boundaries of the District (the “Additional Land Resolution”). An amended and restated service and assessment plan (the “2023 Amended and Restated Service and Assessment Plan”) which sets forth the costs of the Improvement Area #3 Improvements and the method of payment of the Assessments levied against assessable property located within Improvement Area #3 of the District was approved pursuant to an ordinance adopted by the City Council on June 21, 2023 (the “Assessment Ordinance”) and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the “Authorizing Documents”). The Bonds shall be further secured by certain applicable funds and accounts created under the Indenture.

The Bonds shall be as described in Schedule I, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (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 cost incidental to the organization and administration of the District, and (iv) paying costs of issuance of the Bonds.

The Reserve Fund, funded at the Reserve Account Requirement, is reasonably required for the purposes for which the Reserve Fund has been established, is a vital factor in marketing the Bonds, and facilitates the marketing of the Bonds at interest rates comparable to those of other bonds of a similar type.

3. Limited Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof and to no more than thirty-five persons that qualify as either “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act (defined herein) or “Qualified Institutional Buyers” (within the meaning of Rule 144A under the Securities Act). On or before the third (3<sup>rd</sup>) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price.

a. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or before Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this Section to establish the issue price of the Bonds may be taken on behalf of the City by the City’s Financial Advisor identified herein and any notice or report to be provided to the City may be provided to the City’s Financial Advisor.

b. The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule A attached hereto, except as otherwise set forth therein. At or promptly after the execution of this Agreement, the Underwriter shall report to the City on Schedule A to the issue price certificate the first price at which the Underwriter has sold to the public at least 10% of each maturity of Bonds (the “10% test”), and shall identify to the City on Schedule A to the issue price certificate those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

c. The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been met as of the date of this Agreement, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that

maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- i. the close of the fifth (5th) business day after the sale date; or
- ii. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5th) business day after the sale date.

d. The Underwriter confirms that any selling group agreement and any retail distribution agreement, if applicable, relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public as set forth in the related pricing wires and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule, if applicable to the Bonds, and that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule if applicable to the Bonds.

e. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

i. “public” means any person other than an underwriter or a related party to an underwriter,

ii. “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

iii. a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

iv. “sale date” means the date of execution of this Agreement by all parties.

## 5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated June 9, 2023 (the “Preliminary Limited Offering Memorandum”), in a “designated electronic format,” as defined in the MSRB Rule G-32 (“Rule G-32”). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the “Limited Offering Memorandum”) which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (“Rule 15c2-12”), (iii) in a “designated electronic format,” and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the “Limited Offering Memorandum.” Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient

quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the limited public offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the limited public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the limited public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the 25th day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will



not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the “Non-City Disclosures”), (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York (“DTC”), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any maps included therein or under the captions and subcaptions “PLAN OF FINANCE — Development Plan,” “— Home Development within the District,” “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS,” “BOOK-ENTRY ONLY SYSTEM,” “THE IMPROVEMENT AREA #3 IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “THE ADMINISTRATOR,” “APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #3,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation — The Developer,” “SUITABILITY FOR INVESTMENT,” “CONTINUING DISCLOSURE – The Developer” and “– The Developer’s Compliance with Prior Undertakings,” “INFORMATION RELATING TO THE TRUSTEE,” “APPENDIX E-2” and “APPENDIX H.” If such notification shall be subsequent to the Closing Date, the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access (“EMMA”) system within one business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the “end of the underwriting period” for purposes of Rule 15c2-12 is the Closing Date.

f. Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act) or “Qualified Institutional Buyers” (within the meaning of Rule 144A under the Securities Act).

6. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the “State”), and has, and at the Closing Date will have, full legal right, power and authority:

i. to enter into and perform its duties and obligations under:

(1) this Agreement;

(2) the Indenture;

(3) the Development Agreement (Manor Heights) effective November 7, 2018, as amended by the First Amendment to the Development Agreement effective November 6, 2019, and the Second Amendment to the Development Agreement effective October 21, 2020 (as amended, the “Development Agreement”), executed and delivered by the City and Sky Village Kimbro Estates, LLC, a Texas limited liability company (“Sky Village Kimbro”), and RHOF, LLC, a Texas limited liability company (“RHOF,”), as assigned to Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “Developer”);

(4) the Manor Heights Public Improvement District Financing and Reimbursement Agreement (the “Financing and Reimbursement Agreement”) dated April 21, 2021, executed and delivered by the City and Developer, and as consented to by RHOF and Continental Homes of Texas, L.P (“Continental Homes”);

(5) the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #3), effective as of May 17, 2023, (the “IA #3 Reimbursement Agreement”), executed and delivered by the City and Developer;

(6) Ordinance No. 536 enacted by the City on December 5, 2018 (the “TIRZ Ordinance”) designating the land within the District as a Tax Increment Reinvestment Zone Number One, City of Manor Texas (the “TIRZ”);

(7) Tax Increment and Reinvestment Zone Number One, City of Manor, Texas Project and Finance Plan (the “TIRZ Project and Finance Plan”);

(8) the Landowner Agreement dated as of May 5, 2021 between the City, Developer, RHOF and Continental Homes (the “Landowner Agreement”); and

(9) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of July 1, 2023 (the “Continuing Disclosure Agreement of Issuer”), executed and delivered by the City, P3Works, LLC (the “Administrator”), and UMB Bank, N.A., as dissemination agent.

- ii. to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and
  - iii. to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Development Agreement, (4) the Financing and Reimbursement Agreement, (5) the IA #3 Reimbursement Agreement, (6) the TIRZ Ordinance, (7) the TIRZ Project and Finance Plan, (8) the Landowner Agreement, (9) the Continuing Disclosure Agreement of Issuer, (10) the Limited Offering Memorandum and (11) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (11) being referred to collectively herein as the “City Documents”).
- b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors’ rights generally. The City has complied, and will at the Closing (as defined herein) be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.
- c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing Date will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and, deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the City Documents and the Bond Ordinance.
- d. No Breach or Default. As of the time of acceptance hereof, and to knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has

occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with the obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a material breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties securing the Bonds or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

- e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.
- f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of certain revenues and the monies in certain funds and accounts established pursuant to the Indenture to

the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

- g. Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Act on those parcels of land identified in the Improvement Area #3 Assessment Roll (as defined in the 2023 Amended and Restated Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.
- h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.
- i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.
- j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.
- k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 5 of this Agreement) at all times subsequent thereto during the period up to and including the 25<sup>th</sup> day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided,

however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

1. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the 25th day subsequent to the “end of the underwriting period,” the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.
- m. Compliance with Rule 15c2-12. During the past five years, the City has complied in all material respects with its previous continuing disclosure undertakings made in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.
- n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.
- o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and



will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

- p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and/or warranty, as applicable in the legal context, by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.
- q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.
- r. Financial Advisor. The City has engaged SAMCO Capital Markets, Inc., as its financial advisor (the “Financial Advisor”) in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

7. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer, an executed Developer Letter of Representations (the “Developer Letter of Representations”) in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as set forth in Section 10(e) hereof (the “Developer Closing Certificate”).

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its “FAST” System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to Bickerstaff Heath Delgado Acosta LLP (“Bond Counsel”), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the “Closing.” The Bonds will be made available to the Underwriter or Underwriter’s Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter’s Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer Letter

of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

- a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.
- b. Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter's Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Metcalfe Wolff Stuart & Williams, LLP ("Developer's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, the Financing and Reimbursement Agreement, the IA#3 Reimbursement Agreement, the Landowner Agreement, and the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of July 1, 2023, executed and delivered by the Developer, the Administrator and UMB Bank, N.A., as the Dissemination Agent (the "Continuing Disclosure Agreement of the Developer" and, together with the Developer Letter of Representations, the Development Agreement, the Financing and Reimbursement Agreement, the IA#3 Reimbursement Agreement, and the Landowner Agreement, the "Developer Documents"); and (v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.
- c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Improvement Area #3 Improvements and the Development (as defined in the Limited Offering Memorandum), and the Developers shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of the Developer to pay the Assessments when due or complete the Improvement Area #3 Improvements.

- d. Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 10 below.
- e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, any of the following shall have occurred:

- i. the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission ("SEC") or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds,

including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the “Securities Act”), or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the “Trust Indenture Act”); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; provided, however that such suspension in trading or any disruption in securities settlement, payment or clearance service is not in force on the date hereof; or

(4) there shall have occurred any outbreak of hostilities (including, without limitation, an act of terrorism) or other national or international calamity or crisis, including, but not limited to, an escalation of hostilities that existed prior to the date hereof, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(5) there shall have occurred (whether or not foreseeable) since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or described in the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than 10% of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments pledged to pay principal of and interest on the Bonds; or

- ii. the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or
- iii. any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or
- iv. any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or
- v. a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or
- vi. a material disruption in securities settlement, payment or clearance services shall have occurred; or
- vii. a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the date of Closing, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or
- viii. the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter’s Counsel on behalf of the Underwriter) shall receive the following documents:

- a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.
- b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter or Underwriter’s Counsel, to the following effect:
  - i. Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum but that such firm has reviewed the information describing the Bonds in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum under the captions or subcaptions “PLAN OF FINANCE — The Bonds,” “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) and “— Legal Opinions,” “LEGAL MATTERS — Legal Opinions,” “CONTINUING DISCLOSURE — The City,” “REGISTRATION AND QUALIFICATION OF BONDS FOR SALE,” “LEGAL INVESTMENT 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, the 2023 Amended and Restated Service and Assessment Plan and the Indenture;



- ii. The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;
  - iii. On each respective date thereof, the City had full power and authority to adopt the Creation Resolution, the Assessment Ordinance, including the 2023 Amended and Restated Service and Assessment Plan, and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the “City Actions”) and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and
  - iv. The Indenture, the Development Agreement, the Financing and Reimbursement Agreement, the IA#3 Reimbursement Agreement, the Landowner Agreement, the Continuing Disclosure Agreement of the Issuer and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors’ rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to local governmental entities.
- c. City Legal Opinion. An opinion of the attorney for the City, dated the Closing Date and addressed to the Underwriter, the City, Bond Counsel and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.
  - d. Opinions of Developer’s Counsel. An opinion of Developer’s Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, and the Trustee or in the form otherwise agreed upon by the Underwriter.
  - e. Developer Closing Certificate. The Developer’s Closing Certificate dated as of the Closing Date, signed by an authorized officer of the Developer in substantially the form of Appendix E hereto.
  - f. City Certificate. A certificate of the City, dated the Closing Date, signed by an appropriate City Official, to the effect that:
    - i. the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

- ii. the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;
  - iii. except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and
  - iv. the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.
- g. Trustee's Counsel Opinion. An opinion of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the City and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City and Bond Counsel to the following effect:
- i. the Trustee is duly organized, validly existing and in good standing as a national banking association organized under the laws of the United States of America, and is duly qualified to serve as Trustee in accordance with the qualifications set forth for the Trustee in the Indenture;
  - ii. the Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture; and
  - iii. the Indenture has been duly authorized, executed and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms.
- h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.
- i. Underwriter Counsel Opinion. An opinion of Norton Rose Fulbright US LLP ("Underwriter's Counsel") to the effect that:

- i. based on (A) such counsel's review of the Bond Ordinance, the Indenture, and the Limited Offering Memorandum; (B) its discussions with bond counsel and with the Underwriter; (C) its review of the documents, certificates, opinions and other instruments delivered at the closing of the sale of the Bonds on the date hereof; and (D) such other matters as it deems relevant, such counsel is of the opinion that the Bonds are exempt securities under the Securities Act, and the Trust Indenture Act, and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act;
- ii. based upon (A) such counsel's review of Rule 15c2-12 and interpretive guidance published by the SEC relating thereto; (B) its review of the continuing disclosure undertaking of the City contained in the Continuing Disclosure Agreement of the Issuer; and (C) the inclusion in the Limited Offering Memorandum of a description of the specifics of such undertaking, and assuming that the Bond Ordinance, the Indenture, and the Continuing Disclosure Agreement of the Issuer have been duly adopted by the City and are in full force and effect, such undertaking provides a suitable basis for the Underwriter, to make a reasonable determination that the City has met the qualifications of paragraph (b)(5)(i) of Rule 15c2-12; and
- iii. although such counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the information contained in the Limited Offering Memorandum, it has participated in the preparation of the Limited Offering Memorandum and without independent verification, no facts came to its attention that caused it to believe that the Limited Offering Memorandum (except for the Appendices as well as any other financial, engineering and statistical data contained therein or included therein by reference or any litigation disclosed therein, as to which it expresses no view) as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.
- k. Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter and Underwriter's Counsel.
- l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

- m. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.
- n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.
- o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of the Issuer and the Continuing Disclosure Agreement of the Developer shall have been executed by the parties thereto in substantially the forms attached to the Preliminary Limited Offering Memorandum as Appendix E-1 and Appendix E-2.
- p. Letter of Representation of Administrator. Letter of Representation of the Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter and the Trustee, or in form otherwise agreed upon by the Underwriter.
- q. Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property within Improvement Area #3 attached as Appendix H to the Limited Offering Memorandum.
- r. Evidence of Filing of Creation Resolution and Landowner Agreement, 2023 Amended and Restated Service and Assessment Plan. Evidence that (i) the Creation Resolution including a legal description of the District by metes and bounds and (ii) the 2023 Amended and Restated Service and Assessment Plan, including the Assessment Roll for Improvement Area #3 of the District, and (iii) the Landowner Agreement have been filed of record in the real property records of Travis County, Texas.
- s. Developer's Organizational Documents. The Developer shall have delivered to the Underwriter and the City, (i) fully executed copies of the Developer's organizational documents, (ii) evidence of good standing in the State of Delaware, (iii) a Certificate of Authority from the Texas Secretary of State and (iv) a verification of franchise tax account status from the Texas Secretary of State.

- t. Rule 15c2-12 Certification. A resolution, ordinance or certificate of the City (which may be included in the Bond Ordinance) whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds.
- u. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of the Issuer and the Continuing Disclosure Agreement of the Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter. The Underwriter hereby acknowledges and agrees that UMB Bank, N.A. is an acceptable dissemination agent.
- v. BLOR. A copy of the Blanket Issuer Letter of Representation to DTC signed by the City.
- w. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or their counsel may reasonably deem necessary.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, the opinion of Bond Counsel described in Section 9(a) hereof and all documents required to be provided by the Developer.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

- a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's Financial Advisor, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the Bonds, (iv) the Attorney General's review fees, (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the Administrator, and (vi) the expenses incurred by or on behalf of City employees and representatives

that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

- b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its limited public offering and distribution of the Bonds, except as noted in Subsection 13(a) above.
- c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Manor, Texas, 105 E. Eggleston Street, Manor, Texas 78653, Attention: City Manager. Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 30025, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Sections 16 and 18 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.



18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other parties hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Form 1295. Submitted herewith or on a date prior hereto is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

23. Anti-Boycott Verification. The Underwriter hereby verifies that the Underwriter and its parent companies, 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 enable the City 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 Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

24. Iran, Sudan and Foreign Terrorist Organizations. The Underwriter hereby represents that neither the Underwriter nor any of its parent companies, 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, 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 enable the City 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 Underwriter 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 Underwriter understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

25. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas 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 or Texas law; or (B) does business with a company described by (A) above. The Underwriter understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

26. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter 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 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 Federal or Texas law.

As used in the foregoing verification and the following definitions,

a. “discriminate against a firearm entity or firearm trade association,” a term defined in Section 2274.001(3), Texas Government Code (as enacted by 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,

b. "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

c. "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.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

**FMSbonds, Inc.,**  
as Underwriter

By: \_\_\_\_\_  
Name:  
Title:

Accepted at \_\_\_\_\_ a.m./p.m. central time on the date first stated above.

**CITY OF MANOR, TEXAS**

By: \_\_\_\_\_  
Mayor

**SCHEDULE I**

\$ \_\_\_\_\_  
CITY OF MANOR, TEXAS  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023  
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3  
PROJECT)

Interest Accrues From: Closing Date

\$ \_\_\_\_\_ % Term Bonds, Due September 15, 20 \_\_, Priced to Yield \_\_\_\_%;<sup>(a), (c), (d)</sup>

\$ \_\_\_\_\_ % Term Bonds, Due September 15, 20 \_\_, Priced to Yield \_\_\_\_%;<sup>(a), (b), (c), (d)</sup>

\$ \_\_\_\_\_ % Term Bonds, Due September 15, 20 \_\_, Priced to Yield \_\_\_\_%;<sup>(a), (b), (c), (d)</sup>

- 
- (a) The initial prices or yields of the Bonds are furnished by the Underwriter, have been determined in accordance with the "10% test," and represent the initial offering prices or yields to the public, which may be changed by the Underwriter at any time.
  - (b) The Bonds may be redeemed before their scheduled maturity date, in whole or in part, on any date on and after September 15, 20 \_\_, such redemption date or dates to be fixed by the City, at the redemption price as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."
  - (c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."
  - (d) The Bonds are subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedule.

**\$ \_\_\_\_\_ Term Bonds Maturing September 15, 20**

<b><u>Redemption Date</u></b>	<b><u>Sinking Fund Installment</u></b>
September 15, 20 __	\$
September 15, 20 __	
September 15, 20 __	
September 15, 20 __	
September 15, 20 __	
September 15, 20 __	
September 15, 20 __ *	

\* Stated Maturity



**\$ Term Bonds Maturing September 15, 20**

<b><u>Redemption Date</u></b>	<b><u>Sinking Fund Installment</u></b>
September 15, 20__	\$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__ *	

\* Stated Maturity

**\$ Term Bonds Maturing September 15, 20**

<b><u>Redemption Date</u></b>	<b><u>Sinking Fund Installment</u></b>
September 15, 20__	\$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__ *	

\* Stated Maturity

**APPENDIX A**

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

§ \_\_\_\_\_  
**CITY OF MANOR, TEXAS,  
 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023  
 (MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3  
 PROJECT)**

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DEVELOPER LETTER OF REPRESENTATIONS

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June 21, 2023

City of Manor, Texas  
 105 E. Eggleston Street  
 Manor, Texas 78653  
 Bickerstaff Heath Delgado Acosta LLP  
 3711 S. MoPac Expy., Building 1, Suite 300  
 Austin, Texas 78746

FMSbonds, Inc.  
 5 Cowboys Way, Suite 300-25  
 Frisco, Texas 75034  
 UMB Bank, N.A.  
 6034 W. Courtyard Drive, Suite 370  
 Austin, Texas 78730

Ladies and Gentlemen:

This letter is being delivered to the City of Manor, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the “Bond Purchase Agreement”) for the sale and purchase of the \$ \_\_\_\_\_ .00 “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project)” (the “Bonds”). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, Forestar (USA) Real Estate Group, Inc., an Delaware corporation (the “Developer”), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps included therein and under the captions and subcaptions “PLAN OF FINANCE (except for “ — The Bonds”), “THE IMPROVEMENT AREA #3 IMPROVEMENTS,” “THE DEVELOPMENT,” and “THE DEVELOPER” and, to the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #3 Improvements and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation — The Developer,” “CONTINUING DISCLOSURE — The Developer – The Developer” and “— The Developer’s Compliance with Prior Undertakings,” “SOURCES OF INFORMATION — Source of Certain Information,” “APPENDIX E-2” and “APPENDIX F” and “APPENDIX G” (collectively, the “Developer Disclosures”) in accordance with subsection 4(f) herein.

3. Developer Documents. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) this Developer Letter of Representations;

(b) the Development Agreement (Manor Heights) effective November 7, 2018, as amended by the First Amendment to the Development Agreement effective November 6, 2019, and the Second Amendment to the Development Agreement effective October 21, 2020 (as amended, the “Development Agreement”), executed and delivered by the City and Sky Village Kimbro Estates, LLC, a Texas limited liability company (“Sky Village Kimbro”), and RHOF, LLC, a Texas limited liability company (“RHOF,”), as assigned the Developer;

(c) the Manor Heights Public Improvement District Financing and Reimbursement Agreement (the “Financing and Reimbursement Agreement”) dated April 21, 2021, executed and delivered by the City and Developer, and as consented to by RHOF and Continental Homes of Texas, L.P (“Continental Homes”);

(d) the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #3), effective as of May 17, 2023, (the “IA #3 Reimbursement Agreement”), executed and delivered by the City and Developer;

(e) the Landowner Agreement dated as of May 5, 2021, between the City, Developer, RHOF and Continental Homes (the “Landowner Agreement”); and

(f) the Continuing Disclosure Agreement of the Developer.

The Developer has complied in all material respects with all of the Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

(a) Due Organization and Existence. The Developer is duly formed and validly existing as a corporation under the laws of the State of Delaware and is authorized to do business in the State of Texas.

(b) Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the “Developer Organizational Documents”) to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter, and are in full force and effect as of the date hereof.

(c) No Breach. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, Ordinance, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party.

(d) No Litigation. Other than as described in the Preliminary Limited Offering Memorandum, there are no proceedings pending or to the Developer’s knowledge threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum.

(e) Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

(f) Preliminary Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer Disclosures in the Preliminary Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum.

(g) Events of Default. To the Developer's knowledge, no "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which the Developer is a party described in the Preliminary Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Improvement Area #3 Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," by the Developer has occurred and is continuing.

5. Indemnification.

- a. The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act of 1933 or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.
- b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense

thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

*[Signature page to follow]*



**DEVELOPER:**

**FORESTAR (USA) REAL ESTATE GROUP, INC.,**  
a Delaware Corporation

By: \_\_\_\_\_  
Name:  
Title:

## APPENDIX B

§ \_\_\_\_\_  
**CITY OF MANOR, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS,  
 SERIES 2023  
 (MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3  
 PROJECT)**

### ISSUE PRICE CERTIFICATE

The undersigned, on behalf of FMSbonds, Inc. (the “Representative”), on behalf of itself, hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Representative offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement for the Bonds, the Representative has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) General Rule Maturities means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) Hold-the-Offering-Price Maturities means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business

day after the Sale Date (June 21, 2023), or (ii) the date on which the Underwriters have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) Issuer means the City of Manor, Texas.

(e) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is June 21, 2023.

(h) Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

*[Remainder of this page intentionally left blank]*

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

EXECUTED and DELIVERED as of this \_\_\_\_\_, 2023.

FMSbonds, Inc.,  
as Underwriter

By: \_\_\_\_\_

Name:

Title:

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING  
PRICES OF THE HOLD THE OFFERING PRICE MATURITIES

*(Attached)*

SCHEDULE B  
PRICING WIRE OR EQUIVALENT COMMUNICATION

*(Attached)*



**APPENDIX C**

[LETTERHEAD OF THE KNIGHT LAW FIRM, LLP]

July 20, 2023

City of Manor, Texas  
105 E. Eggleston Street  
Manor, Texas 78653

FMSbonds, Inc.  
5 Cowboys Way, Suite 300-25  
Frisco, Texas 75034

Bickerstaff Heath Delgado Acosta LLP  
3711 S. MoPac Expy., Building 1, Suite 300  
Austin, Texas 78746

UMB Bank, N.A.  
6034 W. Courtyard Drive, Suite 370  
Austin, Texas 78730

\$ \_\_\_\_\_  
**CITY OF MANOR, TEXAS,  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023  
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT  
IMPROVEMENT AREA #3 PROJECT)**

Ladies and Gentlemen:

We are the Attorney for the City of Manor, Texas (the “City”) for limited purposes, and are rendering this opinion in connection with the issuance and sale of \$\_\_\_\_\_ “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project) (the “Bonds”), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. [\_\_\_\_] and enacted by the City Council of the City (the “City Council”) on June 21, 2023 (the “Bond Ordinance”) and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “Act”) and the Indenture of Trust, dated as of June 1, 2023 (the “Indenture”), entered into by and between the City and UMB Bank, N.A., as trustee (the “Trustee”). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein. In connection with rendering this opinion, we have reviewed the:

(a) Resolution No. 2018-10 enacted by the City Council on November 7, 2018 (the “Creation Resolution”), creating the Manor Heights Public Improvement District (the “District”) and Resolution No. 2020-11 enacted by the City Council on October 7, 2020 (the “Additional Land Resolution”), adding additional land to the District;

(b) Ordinance No. [\_\_\_\_\_] enacted by City Council on June 21, 2023 (the “Assessment Ordinance”), levying the Assessments and approving the Service and Assessment Plan attached as an exhibit thereto (the “Service and Assessment Plan”);

- (d) the Bond Ordinance;
- (e) the Indenture;
- (f) the Development Agreement (Manor Heights) effective November 7, 2018, as amended by the First Amendment to the Development Agreement effective November 6, 2019, and the Second Amendment to the Development Agreement effective October 21, 2020 (as amended, the “Development Agreement”), executed and delivered by the City and Sky Village Kimbro Estates, LLC, a Texas limited liability company (“Sky Village Kimbro”), and RHOF, LLC, a Texas limited liability company (“RHOF,”), as assigned to Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “Developer”);
- (g) the Manor Heights Public Improvement District Financing and Reimbursement Agreement (the “Financing and Reimbursement Agreement”) dated April 21, 2021, executed and delivered by the City and Developer, and as consented to by RHOF and Continental Homes of Texas, L.P (“Continental Homes”);
- (h) the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #3), effective as of May 17, 2023, (the “IA #3 Reimbursement Agreement”), executed and delivered by the City and Developer;
- (i) the Landowner Agreement dated as of May 5, 2021 between the City, Developer, RHOF and Continental Homes (the “Landowner Agreement”);
- (j) Ordinance No. 536 enacted by the City on December 5, 2018 (the “TIRZ Ordinance”) designating the land within the District as a Tax Increment Reinvestment Zone Number One, City of Manor Texas (the “TIRZ”);
- (k) Tax Increment and Reinvestment Zone Number One, City of Manor, Texas Project and Finance Plan (the “TIRZ Project and Finance Plan”); and
- (l) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of July 1, 2023 (the “Continuing Disclosure Agreement of Issuer”), executed and delivered by the City, P3Works, LLC (the “Administrator”), and UMB Bank, N.A., as Dissemination Agent.

The Creation Resolution, the Additional Land Resolution, the Assessment Ordinance, the Bond Ordinance, and the TIRZ Ordinance shall herein after be referred to as the “Authorizing Documents” and the remaining documents shall herein after be collectively referred to as the “City Documents.”

In all such examinations, we have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, we have assumed the due authorization, execution and delivery of the City Documents by all parties other than the City.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and home rule municipal corporation and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the City Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

2. There is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or, to the best of our knowledge, threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in the District pursuant to the provisions of the Assessment Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The City Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the City Documents will not violate any provision of any federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

7. The City has duly authorized, executed and delivered the Preliminary Limited Offering Memorandum.

8. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT

PROCEDURES — Assessment Methodology” and “ — Assessment Amounts,” “THE CITY,” “THE DISTRICT,” “LEGAL MATTERS — Litigation - The City” and “APPENDIX A” is a fair and accurate summary of the law and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

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VERONICA RIVERA  
THE KNIGHT LAW FIRM, LLP  
ATTORNEY FOR THE CITY

**APPENDIX D**

[LETTERHEAD OF METCALFE WOLFF STUART &amp; WILLIAMS LLP]

July 20, 2023

City of Manor, Texas  
 105 E. Eggleston Street  
 Manor, Texas 78653

FMSbonds, Inc.  
 5 Cowboys Way, Suite 300-25  
 Frisco, Texas 75034

Bickerstaff Heath Delgado Acosta LLP  
 3711 S. MoPac Expy., Building 1, Suite 300  
 Austin, Texas 78746

UMB Bank, N.A.  
 6034 W. Courtyard Drive, Suite 370  
 Austin, Texas 78730

The Knight Law Firm, LLP  
 223 West Anderson Lane, Suite A-105  
 Austin, Texas 78752

\$ \_\_\_\_\_  
**CITY OF MANOR, TEXAS,  
 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023  
 (MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT  
 IMPROVEMENT AREA #3 PROJECT)**

We have acted as special counsel to Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “Developer”), in connection with the issuance and sale by the City of Manor, Texas (the “City”), of \$ \_\_\_\_\_ “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project) (the “Bonds”), pursuant to the Indenture of Trust dated as of June 1, 2023 (the “Indenture”), by and between the City and UMB Bank, N.A., as trustee (the “Trustee”). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements benefiting the Manor Heights Public Improvement District (the “District”) located in the City.

The Bonds are being sold by FMSbonds, Inc. (the “Underwriter”), pursuant to that certain Bond Purchase Agreement dated June 21, 2023, (the “Bond Purchase Agreement”), by and between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

### Assumptions and Bases for Opinions and Assurances

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

- (1) The following documents previously executed or being executed, entered into and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the “Documents”):
- a. The Indenture executed by the City and the Trustee;
  - b. The Bond Purchase Agreement executed by the Underwriter and the City;
  - c. The Developer Letter of Representations executed by the Developer dated June 21, 2023;
  - d. The Developer Certificate executed by the Developer, pursuant to Appendix E of the Bond Purchase Agreement, dated July 20, 2023;
  - e. the Development Agreement (Manor Heights) effective November 7, 2018, as amended by the First Amendment to the Development Agreement effective November 6, 2019, and the Second Amendment to the Development Agreement effective October 21, 2020 (as amended, the “Development Agreement”), executed and delivered by the City and Sky Village Kimbro Estates, LLC, a Texas limited liability company (“Sky Village Kimbro”), and RHOF, LLC, a Texas limited liability company (“RHOF,”), as assigned the Developer;
  - f. the Manor Heights Public Improvement District Financing and Reimbursement Agreement (the “Financing and Reimbursement Agreement”) dated April 21, 2021, executed and delivered by the City and Developer, and as consented to by RHOF and Continental Homes of Texas, L.P (“Continental Homes”);
  - g. the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #3), effective as of May 17, 2023, (the “IA #3 Reimbursement Agreement”), executed and delivered by the City and Developer;
  - h. the Landowner Agreement dated as of May 5, 2021 between the City, Developer, RHOF and Continental Homes (the “Landowner Agreement”); and
  - i. the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of July 1, 2023 (the “Continuing Disclosure Agreement of Developer”), executed and delivered by the Developer, P3Works, LLC, as Administrator, and UMB Bank, N.A., as dissemination agent.



- (2) The Preliminary Limited Offering Memorandum, dated June 9, 2023 relating to the issuance of the Bonds as authorized by the City (the “Preliminary Limited Offering Memorandum”);
- (3) The final Limited Offering Memorandum relating to the issuance of the Bonds, dated June 21, 2023, as authorized by the City (the “Limited Offering Memorandum”); and
- (4) Such other documents, records, agreements, and certificates of the Developer as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

In basing the opinions and other matters set forth herein on “our knowledge,” the words “our knowledge” signify that, in the course of our representation of the Developer the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words “our knowledge” and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation, that:

- (i) all persons other than the Developer have duly and validly executed and delivered each instrument, document, and agreement constituting a Document or executed in connection therewith to which such party is a signatory, and each such party’s obligations set forth therein are its legal, valid, and binding obligations, enforceable in accordance with the terms thereof;
- (ii) each person executing any such instrument, document, or agreement other than the Developer is duly authorized and has the legal power to do so;
- (iii) each natural person executing any such instrument, document, or agreement is legally competent to do so;
- (iv) there are no oral or written modifications of, or amendments to, the Documents, and there has been no waiver of any of the provisions thereof, by actions or conduct of the parties or otherwise;
- (v) all representations of fact set forth in the Documents and the “Organizational Documents and Certificates” as provided herein as Exhibit A are complete and accurate, insofar as such facts pertain to the subject matter of the opinions rendered hereby; and
- (vi) all documents submitted to us as originals are complete and authentic, all documents submitted to us as certified, conformed or photostatic copies conform to the original documents, all signatures on all documents submitted to us for examination are genuine, and all public records and certificates of public officials are accurate and complete.

In addition, we have assumed that the Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Documents.

We assume that none of the parties to the Documents (other than Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Documents (other than Developer) has full authority to close this transaction in accordance with the terms and provisions of the Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We bring to your attention that as special counsel, we have only been engaged by the Developer in connection with the Documents (and the transactions contemplated in the Documents) and do not represent the Developer generally.

### **Opinions**

Based solely upon the foregoing, and subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that:

1. The Developer is validly existing and is in good standing under the laws of the State of Delaware and is authorized to do business in the State of Texas.
2. The Developer has the requisite corporate power to execute, deliver and perform its obligations under each of the Documents to which it is a party and has taken all necessary corporate action to authorize the execution and delivery of such Documents and the performance by Developer of the obligations under such Documents.
3. The execution and delivery by the Developer of the Documents to which it is a party and the performance by the Developer of its obligation under the Documents will not:
  - (i) to our knowledge, violate any provision of any existing law, statute, rule or regulation applicable to the Developer under the laws of the State of Texas nor subject the Developer to a fine, penalty or other similar sanctions under any law, statute, rule or regulation applicable to the Developer;

- (ii) to our knowledge, violate or result in the breach of any existing court decree or order of any governmental body binding upon or affecting the Developer, nor, to our knowledge, will the performance of the agreements in the Documents violate or result in the breach of any existing court decree or order of any governmental body binding upon or affecting the Developer; or
- (iii) violate the Developer Basic Documents (as defined in Exhibit A), nor will the performance by the Developer of the agreements in the Documents violate the Developer Basic Documents.

4. To our knowledge, the execution, delivery and performance by the Developer of the Documents to which it is a party do not constitute a breach of or default under any existing loan agreement, indenture, bond note, resolution, agreement or other instrument to which the Developer is a party or is otherwise subject, which violation, breach or default would materially adversely affect the Developer or the transactions contemplated by the Documents.

5. To our knowledge, no consent, approval, authorization or other action by, or filing with, any governmental authority is required for the execution and delivery by the Developer of the Documents to which the Developer is a party, other than as are required with respect to the financing transaction evidenced thereby.

6. The Developer has duly executed and delivered each of the Documents to which it is a party, and each of such Documents constitutes the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms.

7. No taxes or other charges, including, without limitation, intangible or documentary stamp taxes, mortgage or recording taxes, transfer taxes or similar charges, are payable to the State of Texas by the Developer on account of its execution or delivery of any of the Documents or the recording or filing of any of the Documents in the Official Public Records of Travis County, Texas, except for normal filing or recording fees.

### Assurances

Subject to the assumptions, qualifications and limitations set forth herein, we provide you the following assurances:

- A. There are no actions, suits or proceedings pending or, to our knowledge, threatened against the Developer in any court of law or equity, or before or by any governmental instrumentality with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Documents to which it is a party; (iii) the validity or enforceability against it of such Documents or the transactions contemplated thereby; (iv) the titles of its officers executing the Documents; (v) the execution and delivery of the Documents on behalf of the Developer; (vi) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial condition of the Developer or (vii) the acquisition and the construction of the property and

improvements identified in the Limited Offering Memorandum, the costs of which are to be funded or reimburse, in whole or in part, by proceeds of the Bonds.

- B. As special counsel to Developer, we reviewed the portions of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions “PLAN OF FINANCE” (except for “- The Bonds”), “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, as defined in the Limited Offering Memorandum), “LEGAL MATTERS - Litigation — The Developer,” “CONTINUING DISCLOSURE - The Developer,” and “- The Developer’s Compliance with Prior Undertakings” with such review being limited to information pertaining to the Developer, the Authorized Improvements and the Development (as defined in the Limited Offering Memorandum) (collectively, the “**Developer Statements**”). We did not participate in the preparation of the documents incorporated by reference in the Limited Offering Memorandum or in the preparation of any other portions of the Limited Offering Memorandum, other than the Developer Statements (provided that we did participate in the preparation of the Service and Assessment Plan and the Financing and Reimbursement Agreement attached as appendices to the Limited Offering Memorandum). We did, however, participate in meetings at which the Developer was present during which the contents of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum were discussed. The purpose of our professional engagement was not to establish or to confirm factual matters set forth in the Limited Offering Memorandum, and we have not undertaken to verify independently any of such factual matters. Moreover, many of the determinations required to be made in the preparation of the Limited Offering Memorandum involve matters of a non-legal nature. Subject to the foregoing and on the basis of the information we gained in the course of performing the services referred to above, we confirm to you that nothing came to our attention that caused us to believe that the Developer Statements in the Preliminary Limited Offering Memorandum, as of its date, the date of the Bond Purchase Agreement, and the Limited Offering Memorandum, as of its date and the date hereof, contained or contain any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that we do not express any belief with respect to the financial statements or other financial, engineering, statistical or accounting data or information, or any information incorporated by reference or the appendices attached to the Limited Offering Memorandum. The negative assurance provided in this paragraph is furnished by us only to the Underwriter, is solely for the benefit of the Underwriter in its capacity as the Underwriter to assist the Underwriter in establishing defenses under applicable securities laws and may not be used, quoted or relied upon or otherwise referred to for any other purpose or by any other person (including any person purchasing securities from the Underwriter and any other addressees of this letter).

### Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions and assurances set forth above are subject to the following assumptions and qualifications:

- a. We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.
- b. We have relied upon the Developer Certificates, as well as the representations of the Developer contained in the Documents, with respect to certain facts material to our opinion and in providing any assurances contained herein. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.
- c. Except for the Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.
- d. The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas, the Delaware general corporation law and the laws of the United States of America, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the Delaware general corporation law and the United States of America. We do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.
- e. No opinions or statements are implied beyond those expressly stated in this opinion letter. Without limiting the generality of the preceding sentence, unless explicitly addressed in this opinion letter, the opinions and confirmations set forth in this opinion letter do not address any of the following legal issues, and we specifically express no opinion with respect thereto: (a) securities laws (other than B under "Assurances" above), "Blue Sky" laws, and laws relating to commodity (and other) futures and indices and other similar instruments; (b) margin regulations; (c) pension and employee benefit laws and regulations; (d) antitrust and unfair competition laws; (e) laws concerning filing and notice requirements, other than

- requirements applicable to charter- related documents such as a certificate of merger; (f) compliance with fiduciary duty requirements; (g) the statutes and ordinances, the administrative decisions, and the rules and regulations of counties, towns, municipalities, and special political subdivisions, and judicial decisions to the extent that they deal with any of the foregoing matters in this paragraph; (h) the creation, attachment, perfection, or priority of a lien, or security interest in, or to, collateral, or enforcement of a security interest in collateral comprising personal property; (i) environmental laws; (j) zoning, land use, condominium, cooperative, subdivision, and other development laws; (k) tax laws; (l) patent, copyright and trademark, state trademark, and other intellectual property laws; (m) racketeering laws; (n) health and safety laws; (o) labor laws; (p) laws concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture; (q) laws of general application to the extent it provides for criminal prosecution (e.g., mail fraud and wire fraud statutes); (r) bulk transfer laws; (s) laws concerning access by the disabled and building codes; (t) title to any property, the characterization of any property as real property, personal property, or fixtures, or the accuracy or sufficiency of any description of collateral or other property; and (u) usury.
- f. Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property nor do we express any opinion with regarding to the sufficiency or accuracy of any legal descriptions contained in the Documents.
- g. The opinions expressed herein regarding the enforceability of the Documents is subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.
- h. The opinion expressed herein as to the enforceability of the Documents is specifically subject to the qualification that enforceability of the Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States



- Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.
- i. We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Documents.
  - j. We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisal, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.
  - k. The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.
  - l. We express no opinion as to the enforceability of any provisions in the Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to you solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon by you for any other purpose or by any other person in any manner or for any purpose.

METCALFE WOLFF STUART & WILLIAMS, LLP

By: \_\_\_\_\_

**EXHIBIT A**

Organizational Documents and Certificates

[MWSW to provide]

## APPENDIX E

### CLOSING CERTIFICATE OF DEVELOPER

Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “Developer”) DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Developer is a Delaware corporation validly existing and in good standing under the laws of the State of Delaware, duly authorized to do business in the State of Texas.

2. Representatives of the Developer have provided information to City of Manor, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”) to be used in connection with the offering by the City of its \$\_\_\_\_\_ aggregate principal amount of Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Area #3 Project) (the “Bonds”), pursuant to the City’s Preliminary Limited Offering Memorandum, dated June 9, 2023, and Limited Offering Memorandum dated June 21, 2023 (together, the “Limited Offering Memorandum”).

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer’s organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Good Standing from the Delaware Secretary of State, (ii) Certificate of Status from the Texas Secretary of State and (iii) a verification of franchise tax account status from the Texas Comptroller of Public Accounts.

5. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) The Developer Letter of Representations dated June 21, 2023;

(b) the Development Agreement (Manor Heights) effective November 7, 2018, as amended by the First Amendment to the Development Agreement effective November 6, 2019, and the Second Amendment to the Development Agreement effective October 21, 2020 (as amended, the “Development Agreement”), executed and delivered by the City and Sky Village Kimbro Estates, LLC, a Texas limited liability company (“Sky Village Kimbro”), and RHOF, LLC, a Texas limited liability company (“RHOF,”), as assigned to the Developer;

(c) the Manor Heights Public Improvement District Financing and Reimbursement Agreement (the “Financing and Reimbursement Agreement”) dated April

21, 2021, executed and delivered by the City and Developer, and as consented to by RHOF and Continental Homes of Texas, L.P (“Continental Homes”);

(d) the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #3), effective as of May 17, 2023, (the “IA #3 Reimbursement Agreement”), executed and delivered by the City and Developer;

(e) the Landowner Agreement dated as of May 5, 2021 between the City, Developer, RHOF and Continental Homes (the “Landowner Agreement”); and

(f) the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of July 1, 2023 (the “Continuing Disclosure Agreement of Developer”), executed and delivered by the Developer, P3Works, LLC, as Administrator, and UMB Bank, N.A. as Dissemination Agent.

6. Developer has complied in all material respects with all of the Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

7. The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

9. The Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum in all of the maps included therein and under the captions and subcaptions “PLAN OF FINANCE (except for “ — The Bonds”), “THE IMPROVEMENT AREA #3 IMPROVEMENTS,” “THE DEVELOPMENT,” and “THE DEVELOPER” and, to the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #3 Improvements and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation — The Developer,” “CONTINUING DISCLOSURE — The Developer – The Developer” and “— The Developer’s Compliance with Prior Undertakings,” “SOURCES OF INFORMATION — Source of Certain Information,” “APPENDIX E-2,” “APPENDIX F” and “APPENDIX G” (collectively, the “Developer Disclosures”) and certifies that the same 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 therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum and as of the date of the Limited Offering Memorandum; provided, however, that the foregoing certification

is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum.

10. The Developer has reviewed and approved the information contained in the Developer Disclosures in the Limited Offering Memorandum and certifies that the same does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Limited Offering Memorandum and as of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

11. To the Developer's knowledge, the Developer is in compliance in all material respects with all provisions of applicable law relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of the property within Improvement Area #3 of the District as described in the Limited Offering Memorandum; and (b) we have no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

12. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

13. The levy of the Assessments on property in Improvement Area #3 of the District owned by Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

14. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets are subject, which default would have a material and adverse effect on the Bonds, the Developer's ability to perform its obligations under the Developer Documents, or the development of the Development.

15. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

Dated: July \_\_, 2023

*[Signature page to follow]*



**DEVELOPER:**

**FORESTAR (USA) REAL ESTATE GROUP, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

*[Signature page of Closing Certificate of Developer]*

**APPENDIX F**

[AEGIS GROUP, INC.]

June 21, 2023

City of Manor, Texas  
105 E. Eggleston Street  
Manor, Texas 78653

FMSbonds, Inc.  
5 Cowboys Way, Suite 300-25  
Frisco, Texas 75034

Bickerstaff Heath Delgado Acosta LLP  
3711 S. MoPac Expy., Building 1, Suite 300  
Austin, Texas 78746

UMB Bank, N.A.  
6034 W. Courtyard Drive, Suite 370  
Austin, Texas 78730

Re: City of Manor, Texas, Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, \_\_\_\_\_, appraiser of the property contained in Improvement Area #3 of the Manor Heights Public Improvement District (the “District”), does hereby represent the following:

1. On behalf of AEGIS Group, Inc. I have supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated June 9, 2023, and the Limited Offering Memorandum for the Bonds, dated on or about June 21, 2023 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City of Manor, Texas, as described above. The information I have provided is the real estate appraisal of the property in Improvement Area #3 of the District, located in APPENDIX H to the Limited Offering Memorandum, and the description thereof, set forth under the caption “APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #3.”

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of the name of my firm in the Limited Offering Memorandum for the Bonds.

4. I agree that, to the best of my ability, I will inform you immediately should I learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about July \_\_\_\_, 2023) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any statement in the appraisal materially misleading.

5. The undersigned hereby represents that he has been duly authorized to execute this letter of representations.

Sincerely yours,

AEGIS GROUP, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## APPENDIX G

### [LETTERHEAD OF ADMINISTRATOR]

June 21, 2023

City of Manor, Texas  
105 E. Eggleston Street  
Manor, Texas 78653

FMSbonds, Inc.  
5 Cowboys Way, Suite 300-25  
Frisco, Texas 75034

Bickerstaff Heath Delgado Acosta LLP  
3711 S. MoPac Expy., Building 1, Suite 300  
Austin, Texas 78746

UMB Bank, N.A.  
6034 W. Courtyard Drive, Suite 370  
Austin, Texas 78730

Re: City of Manor, Texas, Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, an authorized representative of P3Works, LLC (“P3 Works,” consultant in connection with the creation by the City of Manor, Texas (the “City”), of the Manor Heights Public Improvement District (the “District”), does hereby represent the following:

1. P3 Works has supplied certain information contained in the Preliminary Limited Offering Memorandum, dated June 9, 2023 (the “Preliminary Limited Offering Memorandum”), and the final Limited Offering Memorandum, dated on or about June 21, 2023 (together with the Preliminary Limited Offering Memorandum, the “Limited Offering Memorandum”), both in connection with the Bonds, relating to the issuance of the Bonds by the City, as described above. The information P3 Works provided for the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is located (a) under the captions “ASSESSMENT PROCEDURES,” “OVERLAPPING TAXES AND DEBT – Overlapping Taxes” and “THE ADMINISTRATOR” and (b) in the 2023 Amended and Restated Service and Assessment Plan (the “SAP”) for the City located in APPENDIX C to the Limited Offering Memorandum.

2. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and do not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. We agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of the name of our firm in the Limited Offering Memorandum for the Bonds.

4. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about July \_\_\_,

2023) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

P3WORKS, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT C  
CONTINUING DISCLOSURE AGREEMENT  
OF THE 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

---

\* 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.





### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Jones, Economic Development Director  
**DEPARTMENT:** Economic Development

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a proposal for the project of City Branding and Ongoing Communications Services.

**BACKGROUND/SUMMARY:**

The Manor Economic Development recently solicited proposals for the project of City Branding and Ongoing Communications. This project is aimed at hiring a firm or individual to develop a comprehensive brand for the City of Manor and provide ongoing marketing and communications services. The received proposals were evaluated in terms of firm experience and qualifications, members of the project team, the project approach and timeline, projects cost and fee schedule, references, and any other additional information the applicant would like to include for consideration. The Economic Development Department has determined that Chickenango has provided a proposal that best satisfies all these areas of evaluation.

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

- Proposal Reference No. 2023-7 provided by Chickenango
- City of Manor Request for Proposal – City of Manor Branding and Ongoing Communications
- Professional Services Agreement Template

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council provide authorization to the City Manager to negotiate, enter into, and execute a service agreement with Chickenango substantively similar to the attached Professional Services Agreement Template, for an amount that will be less than \$50,000, to provide the services described in Proposal 2023-7 provided by Chickenango, and satisfy the project goals described in the City of Manor Request for Proposals for Branding and Ongoing Communications.

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



## **City of Manor**

# **REQUEST FOR PROPOSALS**

**Proposal Reference Number:** 2023-27

**Project Title:** City Branding and Ongoing Communications Services

**Proposal Closing Date:** June 2, 2023

## TABLE OF CONTENTS

<b>Table of Contents</b>	Page 1
<b>Request for Proposals</b>	
(1) Introduction	Page 2
(2) Definitions	Page 2
(3) General Information	Page 3
(4) RFP Withdrawals and/or Amendments	Page 3
(5) Proposal Submittal Requirements	Page 3
(6) Proposal Evaluation and Contract Award	Page 4
<b>Appendix A- Scope of Services</b>	
(1) Project Title	Page 6
(2) Scope of Services	Page 6
<b>Appendix B - Proposal</b>	
(1) Checklist and Label Format for Submittal Packet's Sealed Envelope	Page 8
<b>Required Proposal Information</b>	
(1) Proposal Format	Page 9
<b>Contract Terms and Conditions</b>	
(1) Delivery of Products and/or Services	Page 12
(2) Miscellaneous	Page 12
(3) Financial Responsibility Provisions	Page 13
<b>Appendix C - Form CIQ</b>	Page 15
<b>Appendix D – Professional Services Agreement - Sample</b>	Page 19

**City of Manor, Texas**  
**Request for Proposals**  
**Introduction**

- A. Project Overview: The City of Manor is requesting proposals and seeks to hire a qualified firm for the development of a comprehensive brand for the City of Manor, as well as for ongoing communications services, as detailed in Appendix A - Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to Scott Moore, City Manager, at [smoore@manortx.gov](mailto:smoore@manortx.gov).
  - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the City Manager.
  - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum posted to the City of Manor website ([www.cityofmanor.org](http://www.cityofmanor.org)). All such addenda issued by the City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry" unless such reply is made by such formal written addendum.
  - iv. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Proposal.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency, or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix
- C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.

## 2. Definitions

Proposal: The signed and executed submittal of the entirety of Appendix B - Proposal.

Proposer: The Proposer and the Proposer's designated contact signing the first page of the Proposal.

City of Manor ("City"): The City of Manor, Texas.

City Secretary's Office: The office of the City Secretary of the City of Manor, located at 105 E. Eggleston St., Manor, Texas 78653. (512) 272-5555.

Project: The name of this Request for Proposals as identified on the cover sheet and first page of Appendix A - Scope of Service.

Request for Proposals (RFP): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A- Scope of Services.

## 3. General Information

- A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Proposals: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposals are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

## 4. RFP Withdrawals and/or Amendments

- A. RFP Withdrawal: The City reserves the right to withdraw this RFP for any reason.
- B. RFP Amendments: The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

## 5. Proposal Submittal Requirements

- A. Submittal Packet Format and Required Content: Proposals should be prepared in accordance with the instructions outlined in Appendix B, and C. Utmost attention should be given to accuracy, completeness, and clarity of content. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. All Proposal Documents must be prepared in single-space type on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom. The proposal submittal should include two (2) hard copies and one (1) electronic copy on a flash drive. Proposals should be submitted in a sealed envelope with the following information marked plainly on the front:

B. **Submittal Deadline:** The deadline for submittal of Proposals shall be 10:00 A.M. (CST), Friday, June 2, 2023. It is the Proposer's responsibility to have the Proposal Documents correctly submitted by the deadline. No extensions will be granted and no late submissions will be accepted.

C. **Key Events Schedule:**

Proposal Release Date	3:00 PM (CST) Friday, May 19, 2023
Sealed Proposals Due to City	10:00 AM (CST) Friday, June 2, 2023
Anticipated Committee Evaluation Review	Tuesday, June 6, 2023
Anticipated City Council Approval	Wednesday, June 21, 2023
Anticipated Contract Award	Friday, June 23, 2023

D. **Proposals Received Late:** Proposers are encouraged to submit their proposals as soon as possible. The time and date of receipt as recorded by City staff when the proposal is delivered shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.

E. **Alterations or Withdrawals of Proposal Document:** Any submitted Proposal may be withdrawn or a revised proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.

F. **Validity Period:** Once the submittal deadline has passed, any Proposal Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

**6. Proposal Evaluation and Contract Award**

A. **Proposal Evaluation and Contract Award Process:** All proposals must not exceed \$50,000. The City will evaluate all proposals to determine which proposers are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. The City reserves the right to determine which proposal will be most advantageous to the City.

B. **Proposal Evaluation Factors:**

Emphasis	Factor
25%	Firm Experience and Qualifications
25%	Project Team
20%	Project Approach and Timeline
20%	Project Cost/Fee Schedule
10%	References

C. **Completeness:** If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP,



City alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Proposer or waived by the City, such that the Proposal may be considered for award.

- D. Ambiguity: Any ambiguity in the Proposal as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix A- Scope of Services or Appendix B- Proposal, the Appendices shall prevail.
- E. Sub-Contractor/Partner Disclosure: A single firm or multiple firms may propose the entire solution. If the proposal by any firm requires the use of subcontractor, partners, and/or third-party products or services, this must be clearly stated in the proposal. The firm submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by subcontractor.
- F. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- H. Terminate for Cause: The occurrence of more of the following events will justify termination of the contract by the City of Manor for cause:
- i. The successful proposer fails to perform in accordance with the provisions of these specifications; or,
  - ii. The successful proposer violates any of the provisions of these specifications; or,
  - iii. The successful proposer disregards laws or regulations of any public body having jurisdiction; or,
  - iv. The successful proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
  - v. If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Manor may terminate the contract by giving the successful proposer seven (7) days written notice. In such case, the successful proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
  - vi. When the contract has been so terminated by the City of Manor, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- I. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed, to the extent said services are satisfactory.

## Appendix A - Scope of Services

1. **Project Title:** City Branding and Ongoing Communications Services

2. **Background and Scope of Services:**

Located in eastern Travis County, the City of Manor has experienced explosive growth that has transformed what was a small, rural town of 1,200 people just 20 years ago into a thriving community of more than 18,000 residents today.

With Manor's growth projected to continue in the coming years, the City seeks to create a new brand identity that captures the unique personality and strengths of the evolving community and helps distinguish it from other fast-growing Central Texas municipalities.

Ultimately, the City aims to define the community as a highly and uniquely desirable place to live, visit, build a career or locate a business.

The City of Manor seeks the services of an experienced public relations and branding consultant to help develop this unique brand and tell the positive story of Manor on an ongoing basis as the City's public agency of record.

### PROJECT SCOPE

- A. **Develop a New Brand** - The City seeks to develop a distinct, comprehensive brand that will visually represent Manor and its place within Central Texas. The consultant should demonstrate experience with municipal branding.

The selected firm will be expected to complete the following:

- **Market Research** - Complete an audit of the City's existing brand and materials; analyze branding of neighboring Central Texas municipalities; work with key stakeholders to better understand what sets Manor apart.
- **Brand Development** - Create an eye-catching brand that is visually appealing, memorable and flexible enough to work across departments.
- **Brand Positioning and Messaging** - Update the City's messaging to capture the spirit of Manor and ensure all departments are talking about the City in the same way.
- **Collateral Development** - Once the new brand is finalized, create collateral, gateway and wayfinding signage to deploy across the City of Manor and specify locations.

- B. **Ongoing Marketing and Communications** - the City seeks a firm that will also serve as its public relations agency of record. This firm will assist with all forms of communication across all City departments and entities including: City Council, the Police Department, Public Works, Tourism, Human Resources, Economic Development and Finance.

The selected firm will be expected to assist with the following:

- **Communications Strategy** - The consultant will help devise and implement communications strategies identified and as needs arise, providing staff with counsel on messaging, stakeholder outreach, communication channels and reputation management. The consultant should have a thorough understanding of the issues and needs of the local environment and of Central Texas in general.
- **Media Relations** - The consultant will work with the City to secure opportunities to proactively tell the positive story of Manor through traditional media and assist with media inquiries. The consultant should demonstrate experience with and knowledge of the Central Texas media landscape.
- **Media Training** - The consultant will conduct media training for City spokespeople across departments.
- **Crisis Communications** - The consultant will provide counsel to staff and help coordinate the City's communication with the public and the media when crises arise. The consultant should demonstrate experience with crisis communications, ideally as relates to municipalities or public entities.
- **Public Education and Community Engagement** - The City may need to conduct education campaigns in support of future bond and other elections. The consultant should be able to demonstrate a history of successful public education and community engagement efforts for bond elections in Central Texas.
- **Higher Education** – The City will communicate with public schools and higher education providers regarding internships and workforce development programs.
- **Wayfinding and Signage throughout the City** – Design, placement and frequency.
- **Recruitment** - As Manor grows, so do the staffing needs across departments. The consultant will be expected to develop a recruitment strategy, work with staff to implement that strategy, create materials, etc.

## Appendix B - Proposal

Submittal Checklist: (To determine validity of proposal)

- \_\_\_\_\_ Firm Experience and Qualifications
- \_\_\_\_\_ Project Team
- \_\_\_\_\_ Project Approach and Timeline
- \_\_\_\_\_ Project Cost/Fee Schedule
- \_\_\_\_\_ References -Appendix B, page 11
- \_\_\_\_\_ Additional Information -Appendix B, pages 11 and 12
- \_\_\_\_\_ Appendix C, page 16, Conflict of Interest Form

All proposals submitted to the City of Manor shall include this page with the submitted Proposal

RFP Number:	2023-27		
Project Title:	City Branding and Ongoing Communications Services		
Submittal Deadline:	10 a.m. (CST) Friday, June 2, 2023		
Submittal Location:	<b>Manor City Hall</b> Attn: City Secretary's Office 105 E. Eggleston St. Manor, Texas 78653		
Proposer Information:			
Proposer's Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #		Fax Number	
Phone Number			
E-Mail Address:			
<u>Proposer Authorization</u>			
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer. Printed Name and Position of Authorized Representative: _____  Signature of Authorized Representative: _____  Signed this, _____ (day) of _____ (month), _____ (year)			

## Appendix B- Proposal (continued)

**REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION, ORGANIZED INTO SECTIONS:**

- A. Firm Experience and Qualifications
- B. Project Team
- C. Project Approach and Timeline
- D. Project Cost/Fee Schedule
- E. References
- F. Additional Information

**1. Proposal Format**

- A. Firm Experience and Qualifications: Please provide information about your company, experience and services. Respond to each item and provide supporting documentation, as requested or desired.
  - i. Company name, address, website, telephone number, email address
  - ii. Name and contact information of single point of contact
  - iii. Name/signature and contact information of person with binding authority to enter into contracts
  - iv. An overview of your company's history including detailed information on firm size, number of employees, years in business, and financial stability
  - v. Provide information on current workload and how this project will be accomplished with current staff
  - vi. Provide a description and images of a minimum of three similar, relevant projects to the scope of services requested. Include reference information for the projects including an email or phone number for the primary contact.
  - vii. Please provide any additional information about your company's unique abilities to meet the project requirements as described in this RFP.
- B. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing the services proposed and include information which details their experience. Indicate the functions each person will perform and list the percentage of time assigned staff will dedicate to this project.
- C. Project Approach and Timeline: Demonstrate your understanding of the scope of work and describe your timeline and approach to completing each phase of the project. Provide a clear project schedule noting delivery dates for all deliverables covered by the RFP. Include a description of specific tasks or information you will require from City staff.
- D. Project Cost/Fee Schedule: Provide a detailed schedule of all fees by phase, including reimbursable expenses. Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

E. References: Proposer shall provide three (3) references where Proposer has performed similar to or the same types of services as described herein. Please include Municipal references.

**Reference #1**

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

**Reference #2**

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

**Reference #3**

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	



- F. Additional Information: Provide the following, along with a signed Conflict of Interest Questionnaire.
- i. Trade Secrets and/or Confidential Information: This proposal [  ] (does) [  ] (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.
  - ii. Federal, State and/or Local Identification Information:
    - a. Centralized Master Bidders List registration number: \_\_\_\_\_
    - b. Prime contractor HUB / MWBE registration number: \_\_\_\_\_
    - c. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_
  - iii. Cooperative Governmental Purchasing Notice: Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFB from the successful Bidder, all purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

[  ] **Yes, Others can purchase** [  ] **No, Only the City can purchase**

***CONTRACT TERMS AND CONDITIONS, EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:***

**1. Delivery of Products and/or Services**

- A. Term of Contract and Option to Extend: Any contract resulting from this RFP shall be effective for twelve (12) months from date of award, with a one (1) year renewal option pending annual budget appropriation.
- B. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net thirty (30) days upon receipt of invoice.
- C. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- D. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

**2. Miscellaneous**

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- D. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be

delivered to the City.

- E. Gratuities/ Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- F. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- G. Required Licenses: Proposer certifies that they hold all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- H. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

### 3. Financial Responsibility Provisions

- A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
  - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
  - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- B. Indemnification: Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.

## Appendix C - Form CIQ

### **INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE**

**WHO:** The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve (12) month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve (12) month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
  - i. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
  - ii. contracts for the purchase or sale of real property, personal property including an auction of property;
  - iii. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or,
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City.

#### **THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:**

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of the City of Manor who have authority to sign contracts on behalf of the City.

**EXCLUSIONS:** A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

**WHAT:** A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire"(FORM CIQ) which is available online at [www.ethics.state.tx.us](http://www.ethics.state.tx.us) and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

**WHEN:** The person or business must file:

1. the questionnaire - no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire -within seven (7) days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted, or negotiations commence.

**WHERE:** The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City's website.*

**ENFORCEMENT:** Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven (7) business days after the person received notice of a violation,

**NOTE:** The City does not have a duty to ensure that a person files a Conflict-of-Interest Questionnaire.

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.00G(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

**Name of person who has a business relationship with local governmental entity.**

**Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)



Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.00'1(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

**A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?**

Yes       No

**B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?**

Yes       No

**C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?**

Yes       No

**D. Describe each employment or business relationship with U1e local government officer named in this section.**

\_\_\_\_\_  
Signature or person doing business with the governmental entity

Date

## Appendix D – Professional Service Agreement (Example)

### PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter, the “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between the City of Manor, Texas, a Texas home rule municipality (hereinafter, the “City”) and \_\_\_\_\_, a Texas \_\_\_\_\_ (hereinafter the “Consultant”).

That, for and in consideration of the mutual terms, conditions and covenants of this Agreement and the accompanying documents between City and Consultant as set forth therein, the City and Consultant agree to the following terms and conditions of Agreement:

- I. Project and Employment.
  - a. The City agrees to employ the Consultant to perform the professional services for the purpose of \_\_\_\_\_ (hereinafter, the “Project”) as described in greater detail in the Consultant’s proposal and the various attachments attached thereto which are attached to this Agreement as **Exhibit A** and incorporated by reference herein. Should any term or condition in **Exhibit A** conflict with any term or condition in this Agreement, the term and conditions in this Agreement shall control.
  - b. Notwithstanding anything to the contrary contained in this Agreement, City and Consultant agree and acknowledge that City is entering into this Agreement in reliance on Consultant’s special and unique abilities. Consultant accepts the relationship of trust and confidence established between it and City by this Agreement. Consultant acknowledges that Consultant shall be solely responsible for determining the methods for performing the services described in **Exhibit A**. Consultant covenants with City to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of City in accordance with City’s requirements, in compliance with applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Consultant warrants, represents, covenants, and agrees that all of the work to be performed by Consultant under or pursuant to this Agreement shall be done (i) with the Consultant skill and care ordinarily provided by competent [professionals, engineers or architects], as the case may be, practicing under the same or similar circumstances and applicable Consultant license; and (ii) as expeditiously as is prudent considering the ordinary Consultant skill and care of a competent [professional, engineer or architect], as the case may be.
  - c. The Consultant will be responsible for supplying all tools and equipment necessary for the Consultant to provide the services set forth in **Exhibit A**.
  - d. The City may, from time to time require changes in the scope of services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendment to this Agreement.
  - e. All reports, plans, specifications, computer files and other documents prepared by Consultant for which Consultant has been compensated pursuant to this Agreement shall be the property of City. Consultant will deliver to City copies of the prepared documents and materials. Consultant shall make all documents and related data and material utilized in developing the documents available to City for inspection whenever requested. Consultant may make copies of any and all such documents and items and retain same for its

files. Consultant shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than Consultant subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change and use and shall be appropriately marked to reflect what was changed or modified.

Item 24.

- f. This Agreement will begin on the Effective Date and shall expire on the completion of all the tasks required under this Agreement or the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, whichever occurs first.
- g. The Consultant will provide the scope of work as described in **Exhibit A**.
- h. In performing the services under this Agreement, the Consultant is acting as an independent contractor. No term or provision herein will be construed as making the Consultant the agent, servant, or employee of the City or as creating a partnership or joint venture relationship between the City and the Consultant.
- i. The cost of the Project will not exceed \$\_\_\_\_\_.00 and shall be paid by the City as the tasks are completed and accepted by the City on a monthly basis through invoices submitted by Consultant and as outlined in the following chart:

Project initiation	\$
	\$
	\$
Report	\$
Total	\$

- j. Any additional professional services or other expenses must be approved by the City and those amounts amended to this Agreement.
- k. The Consultant will begin work on the Project \_\_\_\_\_, 20\_\_, or as soon as a notice to proceed is provided to Consultant, and will complete the Project by \_\_\_\_\_, 20\_\_.

II. Other Provisions:

- a. Termination. This Agreement may be terminated by the City upon thirty (30) days written notice to Consultant in the event that the Project is abandoned or indefinitely postponed in which event, Consultant shall be compensated for all services performed to termination date.
  - i. Copies of all completed or partially completed reports prepared under this Agreement prior to the effective date of termination shall be delivered to City as a pre-condition to final payment.
- b. Choice of Law. It is contemplated that this Agreement shall be performed in Travis County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- c. **INDEMNIFICATION. Consultant hereby expressly agrees to indemnify, protect and hold harmless the City, its officials and employees and its agents and agents' employees, from and against all claims, suits, demands, costs, causes of action, loss, damage and liability of every kind and nature, including reasonable attorney's fees, costs and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent that is caused by or results from any act of negligence, intentional tort, intellectual property infringement, failure to pay a subprofessional, or supplier, error or omission of Consultant or any of its subconsultants and/or subcontractors in connection with the performance of services under this Agreement, or failure to pay a subcontractor or supplier committed by Consultant or Consultant's agent, subconsultant under contract, or another entity over which Consultant exercises control; provided, however, Consultant shall not be responsible for the negligence of any other party, other than its subconsultants and/or**

**subcontractors. The Consultant's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained under this Agreement. This Section (Indemnification) shall survive termination and/or completion of this Agreement.**

Item 24.

- d. NOTICES. Any and all notices under this Agreement shall be in writing and shall be delivered to the party entitled to receive the same by national courier services or U.S. Certified Mail, return receipt requested, addressed as follows (or as amended in writing in the future), or by other commercially reasonable means. Notice may not be given by email alone.

Notice to the City:

Notice to Consultant:

City of Manor  
Attn: Scott Moore  
105 E. Eggleston St.  
Manor, TX 78653

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to :

With a copy to:

The Knight Law Firm, LLP  
Attn: Paige Saenz  
223 E. Anderson Lane  
Austin, TX 78752

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- e. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the City and Consultant and their respective successors, executors, administrators, and assigns. Neither the City nor Consultant may assign, sublet, or transfer his interest in or obligations under this Agreement without prior written consent of the other party hereto.
- f. Compliance with Laws. Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Consultant shall furnish the City with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- g. This Agreement and exhibits represents the entire and integrated Agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Consultant. **NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF CITY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COUNCIL.**
- h. ENTITY STATUS. By my signature below, I certify that Consultant is a Texas Corporation duly authorized to transact and do business in the State of Texas, and the individual executing this agreement on behalf of the Consultant is vested with the authority to bind the Consultant to this Agreement.
- i. Counterparts. This Agreement may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.
- j. Statutory Verifications.
  - i. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Consultant represents that neither the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant (i) boycotts Israel or (ii) will boycott

Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 208.001 of the Texas Government Code, as amended.

Item 24.

- ii. To the extent the Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, Consultant represents that the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- iii. The Consultant hereby verifies that it and its parent’s 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 the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law; or (B) does business with a company described as by the preceding statement in (A).
- iv. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
- v. Form 1295. Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Consultant hereunder, Consultant shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

**[SIGNATURE PAGES FOLLOW]**

**CITY OF MANOR,**  
a Texas municipal corporation

By: \_\_\_\_\_  
Christopher Harvey, Mayor

Attest:

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



**CONSULTANT:**

Item 24.

a \_\_\_\_\_,  
\_\_\_\_\_ corporation

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**EXHIBIT A  
(SEE ATTACHED)**

*Item 24.*

# CITY OF MANOR

## REQUEST FOR PROPOSALS

City Branding and Ongoing  
Communications Services

**Proposal Reference No. 2023-27**

June 2, 2023



*Submitted By:*



**CHICKENANGO**  
MARKETING SOLUTIONS

Efficient.  
Adaptable.  
Exceptional.

# Appendix B - Proposal

Item 24.

Submittal Checklist: (To determine validity of proposal)

- X Firm Experience and Qualifications
- X Project Team
- X Project Approach and Timeline
- X Project Cost/Fee Schedule
- X References -Appendix B, page 11
- X Additional Information -Appendix B, pages 11 and 12
- X Appendix C, page 16, Conflict of Interest Form

All proposals submitted to the City of Manor shall include this page with the submitted Proposal

RFP Number:	2023-27	
Project Title:	City Branding and Ongoing Communications Services	
Submittal Deadline:	10 a.m. (CST) Friday, June 2, 2023	
Submittal Location:	<b>Manor City Hall</b> Attn: City Secretary's Office 105 E. Eggleston St. Manor, Texas 78653	
Proposer Information:		
Proposer's Legal Name:	<b>Chickenango Marketing Solutions, Inc.</b>	
Address:	<b>HQ and Contract Address:</b> 3226 Snowberry Court	
City, State & Zip	Mead, Colorado	
Federal Employers Identification Number #	FIN-82-5476616	
Phone Number	720-235-2830	Fax Number N/A
E-Mail Address:	contact@chickenango.com	
<u>Proposer Authorization</u>		
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.		
Printed Name and Position of Authorized Representative: <u>Jennifer McPherson</u>		
Signature of Authorized Representative: _____		
Signed this, <u>1st</u> (day) of <u>June</u> (month), <u>2023</u> (year)		

June 2, 2023

## City of Manor

**Attention: Scott Moore, City Manager**

105 E. Eggleston St.  
Manor, Texas 78653

### **Subject: Proposal for Branding and Ongoing Marketing and Communication Services**

Dear Mr. Moore and the Selection Committee Name:

I am writing to you on behalf of Chickenango, a leading professional services consulting firm specializing in transportation and community development. It is with great enthusiasm and anticipation that we submit our proposal for the opportunity to provide Branding and On Call Public Relations services to the City of Manor.

At Chickenango, we take immense pride in the work we do and the positive impact we create within the communities we serve. We understand the vital role that branding and public relations play in shaping the perception and reputation of a municipality, especially one as esteemed as the City of Manor. It would be an absolute honor for Chickenango to be selected to contribute our expertise to further enhance your brand and communicate your vision effectively to the public.

Our comprehensive approach to branding and public relations encompasses a deep understanding of the unique challenges and opportunities faced by government entities like yours. We have a proven track record of delivering exceptional results, building strong relationships with stakeholders, and driving meaningful engagement within communities. Our team of experienced professionals brings a diverse range of skills and knowledge to the table, ensuring that we are well-equipped to tackle any branding or public relations objective you may have.

Chickenango is ready to partner with the City of Manor to create a strong, cohesive brand identity that reflects your values, aspirations, and achievements. We offer strategic guidance and creative solutions that will resonate with your target audience, strengthening your presence and leaving a lasting positive impression. Our expertise spans across various areas, including brand strategy, messaging, visual identity, content development, media relations, crisis communications, and community outreach.

We understand the importance of this selection process and the responsibility that comes with being entrusted with your branding and public relations efforts. If awarded the opportunity, Chickenango commits to delivering nothing short of excellence. We promise to meet and exceed your expectations, working closely with your team to ensure that our strategies and actions align seamlessly with your objectives and vision.

Our team at Chickenango is deeply passionate about our work and genuinely invested in the success of our clients. We firmly believe in the transformative power of effective branding and public relations, and we are committed to supporting the City of Manor in achieving its goals.

Thank you for considering Chickenango for the Branding and On Call Public Relations services. We eagerly await the opportunity to showcase our expertise and contribute to the growth and success of the City of Manor. Should you have any further questions or require additional information, please do not hesitate to reach out to us.

Sincerely,



**AJ West**

Chief Operating Officer / Project Manager

P: 719-235-2830

[aj@chickenango.com](mailto:aj@chickenango.com)



# TABLE OF CONTENTS

**A. Firm Experience and Qualifications**.....06

**B. Project Team**.....14

**C. Project Approach and Timeline**.....18

**D. Project Cost/Fee Schedule**.....24

**E. References**.....27

**F. Additional Information**.....29





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# A

## Firm Experience and Qualifications

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**CHICKENANGO**  
MARKETING SOLUTIONS

Efficient.  
Adaptable.  
Exceptional.

## About Chickenango Marketing Solutions, Inc.

### Who We Are

Celebrating our fifth year in business, our value-added services, positive attitude, and client-focused approach has allowed us to grow with sustainability and be fiscally responsible.

We focus on branding and design and public relations for municipal revitalization efforts, and planning/environmental studies, and infrastructure working with private entities, government, and local agencies at the city, county, state, and federal levels.

Our staff of six leads has almost a century of combined experience working in the public sector with a specific focus on their unique design needs. We understand the importance of having a qualified partner who adds value to the overall project. Our local team is located in Dallas, Fort Worth, Plano, and San Antonio.



[www.chickenango.com](http://www.chickenango.com)

### Contact Information:

**AJ West, Project Manager/COO (Main Contact)**

4324 Mapleshade Lane, Plano, TX 75093

P: 719-235-2830 | E: [aj@chickenango.com](mailto:aj@chickenango.com)

### Contact Information:

**Jennifer McPherson, CEO (Signing Authority)**

HQ: 3226 Snowberry Court, Mead, CO 80542

P: 720-648-0352 | E: [jennifer@chickenango.com](mailto:jennifer@chickenango.com)

## Our Full Services

### Public Outreach and Engagement

- Stakeholder Engagement
- Environmental Justice for Under served Populations
- Public Relations/Social Media
- Content Strategy & Development
- Virtual and Innovative In-Person Events
- Owner Representation
- Project Team Facilitation
- Award-Winning Design Materials
- Branding & Websites for Projects

### Branding/Design

- Brand Identity & Guideline Development
- Brand Strategy (Rebrand/Refresh)
- Print Design
- Direct Mail Design
- Template Design for Reports
- Individual Project and Program Branding
- Print Design and Production
- Custom Hand-Drawn Illustrations
- Infographics
- Signage and Trade Show Display Design

### Chickenango University

- Marketing/Proposal Coordinator 101
- Business Development 101
- Discover Your Competitive Edge
- Understanding a Request for Proposal
- Advanced Strategies to Win
- Pursuit Tracking, Proposal Preparation, Interview Presentation & Coaching
- Discover How to Set Up a Proposals Process
- Advanced Business Development
- CRM & Asset Management Systems

### Website and Digital Communications

- Website Design (Custom & Template)
- UI/UX Design (User-Centered Design)
- Video/Audio Editing/Animation
- Accessibility in Digital Design and Digital Communications
- Virtual Meetings and Events
- Presentation Design
- Video/Audio Editing and Creation
- Social Media Campaigns/Media Buys/Ads
- Custom Analytic and Data Reporting
- SEO Optimization

## Current Workload and Prioritizing City of Manor

Currently, our team at Chickenango is diligently handling a diverse range of projects that showcase our expertise in transportation and community development. However, we want to emphasize that if the City of Manor awards us this contract, starting in July, we are fully prepared to allocate the necessary resources, time, and attention to make it our top priority. We understand the significance of these services in elevating the City of Manor’s brand to new heights, and we are committed to delivering exceptional results that exceed expectations. Rest assured, with our capacity and dedication, we are ready to embark on this exciting journey alongside the City of Manor to create a powerful and impactful brand presence. We have listed our team’s availability in our team section.

## Our Recent Experience by the Numbers

**13 CUSTOM WEBSITE DESIGNS** in the last year

**87% OF OUR BUSINESS** comes from government clients

We have successfully **REBRANDED, REFRESHED AND CREATED 12 NEW BRAND IDENTITIES** in the last two years.

Our Project Manager has **DESIGNED AND CREATED OVER 45 BRANDS** over the life of her career.



North Houston Association  
40th Branding



North Houston Association  
Golf Branding



North Houston Association  
5-Year Transportation Brochure



North Houston Association  
General Branding



## Project Experience for Branding

### Talented Project Manager with Award-Winning Brand and Digital Design Experience

We will demonstrate in the forthcoming pages that our Project Manager has the ability, skill, and capacity to focus solely on the City's needs and goals for this brand identity refresh for your digital platforms. Chickenango is a Client-first boutique design agency. We strive to offer high-end work that stands the test of time. We work with clients of all shapes, sizes, and colors and will provide the City with a cost that is lower than your typical big city agency.

### A Reputation for Quality Work

Our reliable and consistent quality of work speaks for itself and so does the repeat business we get from government clients just like Manor. We have worked for DOTs (TxDOT, ODOT, CDOT) and municipalities across Texas, Colorado, Oklahoma, and California.



### ► City of Arvada Refreshed Brand Identity and Guidelines Creation, CO

The team worked with the city teams including branding workshops with City Council, communications teams, and other departments as necessary. The team created two refreshed brand identity concepts after extensive research that included engagement efforts internally and externally. The refreshed brand brought together the history of Arvada (the first gold town in Colorado and the Celery Capital of the World back in the 1800's). Arvada was a rural farming town and just outside Denver. When Denver's population started to explode, Arvada started to grow. The refreshed identity reflects the growing City and economic vitality that Arvada is now today but honors the humble roots of the City. A complete set of guidelines that included tone, typography, colors, logo, accessibility standards for print and digital platforms. This is part of a multi-phase process for the City to refresh their identity.

### Service Highlights:

- Refreshed Visual Identity Design
- Branding & Guideline Creation
- Phased Branding
- Saved the Client \$3K of original planned budget

#### Reference:

Rachael Kuroiwa, Chief Comms. Officer  
**P:** 720-989-7607  
**E:** [rkuroiwa@arvada.org](mailto:rkuroiwa@arvada.org)





▶ **ACEC Texas, Statewide Roadmap to Engagement Campaign & Roadshow**

The team worked with the state executive board and local chapters to help implement a custom look, educational content, and campaign collateral for an in-person roadshow series starting in the Spring of 2022. The executive board representatives traveled to the regions where the seven chapters are currently representing to showcase the ways firms and individuals can participate in the organization and get the most out of their membership. [www.acectxengage.com](http://www.acectxengage.com)

▶ **ACEC Texas, Statewide Chapter Websites (Central TX, Dallas, Tarrant County, & Corpus Christi)**

Chickenango provided a brand refresh and website services for chapters needing a new website or creating ones for those that did not have any web presence. Working with local chapters and the state executive director, the team provided a look that could be applied to several chapter websites working toward a common goal of refreshing all the sites to create a consistent look and template for their web presences. [www.aceccentraltx.org](http://www.aceccentraltx.org), [www.acecdallas.org](http://www.acecdallas.org), [www.aceccorpuschristi.org](http://www.aceccorpuschristi.org), [www.acectarrantcounty.org](http://www.acectarrantcounty.org)

**Service Highlights:**

- ▶ Website Design and Content
- ▶ Branding & Guideline Creation
- ▶ Members Connection Program Design
- ▶ Four New Chapter Website Designs

**Reference:**

Peyton McKnight  
**P:** 512-474-1474  
**E:** [Peyton@ACECTX.org](mailto:Peyton@ACECTX.org)



▶ **Civil Innovations Brand Identity Creation, Guidelines Creation, and Website Refresh**

Chickenango was responsible for refreshing the Civil Innovations brand and website. The client had previously hired two other firms to provide these services and was unhappy with the results. The refresh included a complete identity redesign, collateral template creation, website design, and guidelines creation. The client went through three agencies before coming to Chickenango to get their final brand they love.

**Service Highlights:**

- ▶ Brand Identity Refresh
- ▶ Style Guide Creation
- ▶ Collateral Design
- ▶ Graphic & Template Design
- ▶ Website Redesign

**Reference:**

Michelle Martin  
**P:** 970-631-2692  
**E:** [michelle.martin@civilinnovations.com](mailto:michelle.martin@civilinnovations.com)

# A. FIRM EXPERIENCE AND QUALIFICATIONS

Item 24.



▶ **EB Media Solutions, Inc. Brand Identity and Guidelines Creation, Colorado Springs, Colorado**

Project Manager/Lead Brand Designer. Chickenango created a new brand and website for this multi-media company specializing in architectural, engineering, and construction visuals. A brand identity guide was established as well as several collateral templates and social media and announcement templates.

**Service Highlights:**

- ▶ New Brand Identity
- ▶ Style Guide Creation
- ▶ Collateral Design
- ▶ Animation Logo Design
- ▶ Graphic & Template Design
- ▶ Website Design
- ▶ Social Media

**Reference:**

Jason Walton  
**P:** 719-373-7680  
**E:** [jwalton@ebmediacolorado.com](mailto:jwalton@ebmediacolorado.com)

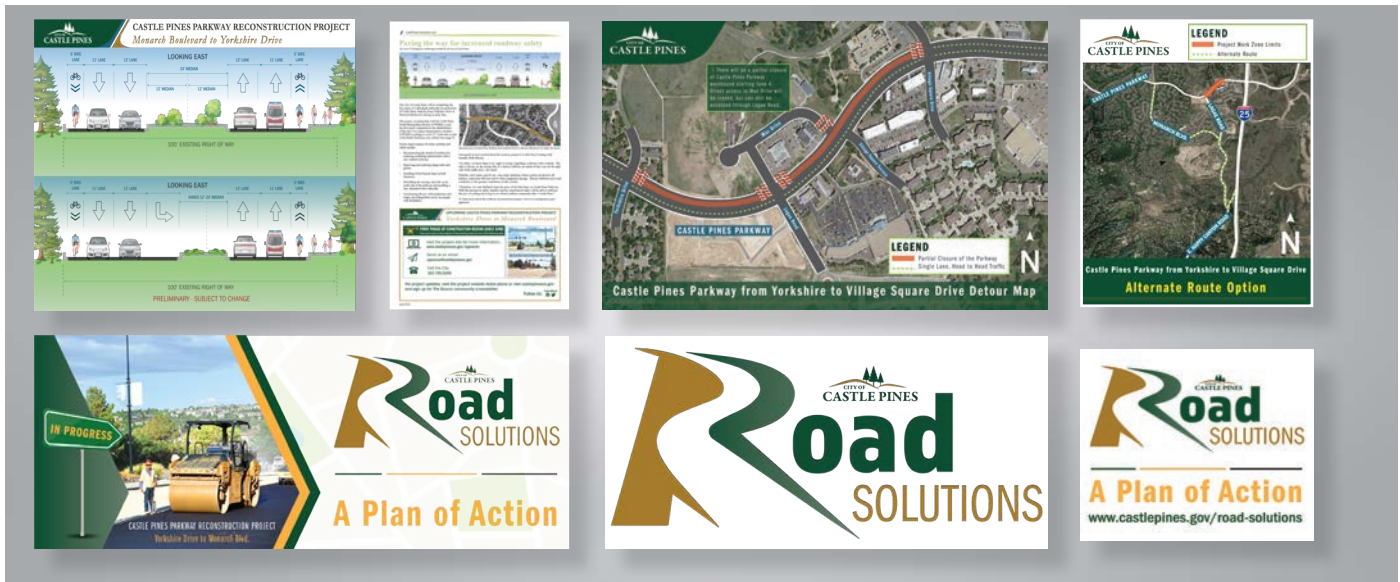


## Project Experience for Municipal Public Relations

Our team has made significant strides in advancing infrastructure projects that encompass construction work zones, bike and pedestrian safety, transit gaps, design alternatives, context-sensitive solutions, mobility challenges, environmental justice requirements and various other industry-related campaigns. We specialize in inclusive virtual solutions for events, open houses, pop up events, and public meetings.

When you choose Chickenango, you're not just choosing a typical public relations firm. You're choosing a dedicated partner that is committed to making your community safer, more accessible and inclusive, and more connected.

**Chickenango has provided public relations for municipalities for 80+ design, construction, and general communications projects in the last five years.**



► **City of Castle Pines, Road Solutions Campaign Strategy, Communications, Outreach, and Branding Design Agency of Record**

Public engagement and information services are being performed for the City of Castle Pines that included engagement and branding for a 5-year Transportation Infrastructure Bond Campaign called Road Solutions, engagement for all design and construction projects for the City since 2021. Other services included artist’s project 2D renderings, branded program and collateral design, comment and response management, FAQ creation, project website upkeep, coordination with City Council during a Bond Election Season, communications and weekly updates to the public and key stakeholders as needed. The team also created and several advertorials in local media outlets and Channel 7 news to pick up the positive impact stories regarding the City and the local community.

**Service Highlights:**

- Branding Design
- Social Media Design
- Community Outreach
- Website Design
- Collateral Design

**Reference:**  
 Larry Nimmo, Public Works Director  
**P:** 720-467-2678  
**E:** [larry.nimmo@castlepinesco.gov](mailto:larry.nimmo@castlepinesco.gov)

# A. FIRM EXPERIENCE AND QUALIFICATIONS

Item 24.



## ► City of Arvada, W. 72nd Avenue Bond Project, Public Involvement, Owner's Representative, CO

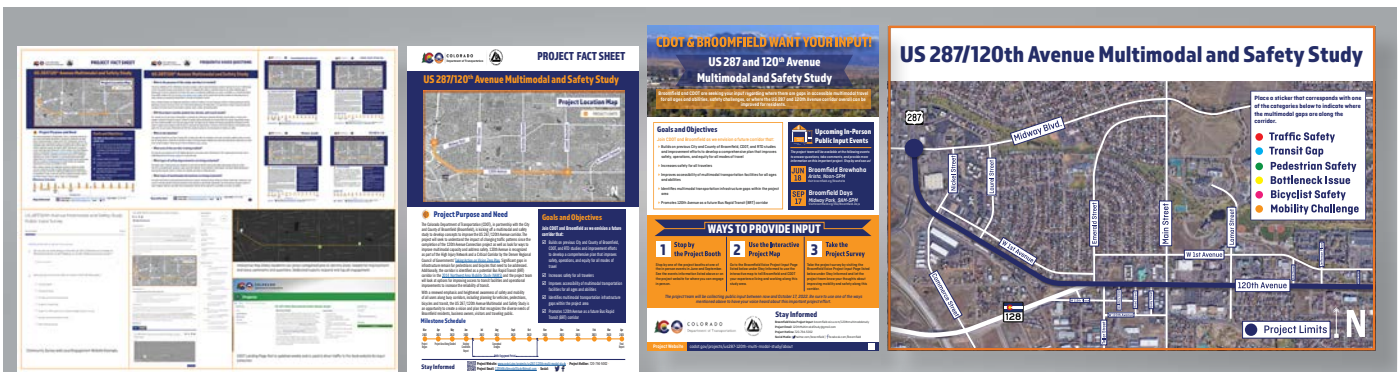
Public engagement services were performed for both design and construction phases of the project and included an explainer video, collateral design, project website upkeep, hotline, project email for comment and response management, planning and coordination of one in-person open house (pre-pandemic) and one virtual public meeting with over 20 custom board designs and presentation design.

### Service Highlights:

- Branding Design
- Social Media Design
- Video Design
- Community Outreach

### Reference:

Rachael Kuroiwa, Chief Comms. Officer  
**P:** 720-989-7607  
**E:** [rkuroiwa@arvada.org](mailto:rkuroiwa@arvada.org)



## ► CDOT/City and County of Broomfield, US 287/120th Ave. Multimodal & Safety Study Outreach

Chickenango was responsible for oversight and creation of conducting a combination of digital and non-digital strategies to engage the communities to seek input throughout the corridor project limits where residents are experiencing gaps in accessible multimodal travel for all ages and abilities, safety challenges, or where overall multimodal options for residents can be improved. Input was focused on existing conditions for the first portion of outreach and design alternatives for the second portion. Engagement and Relations Efforts included collateral and community surveys in five different languages, upkeep of two project websites, interactive project maps, trackable QR codes, postcards, stakeholder and comment and response management, and two in person outreach events.

### Service Highlights:

- Graphic & Template Design
- Style Guide Adherence
- Social Media Design
- Bilingual/Accessibility
- Community Outreach

### Reference:

Marc Ambrosi  
**P:** 720-794-5002  
**E:** [mambrosi@broomfield.org](mailto:mambrosi@broomfield.org)

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# B

## Project Team

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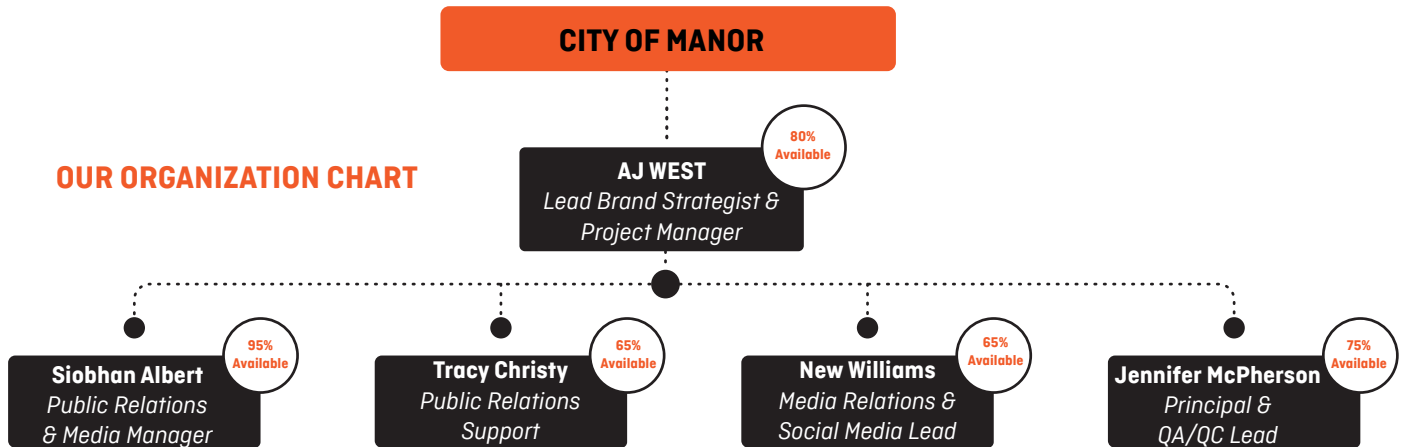




## CHICKENANGO LEADS

### The Chickenango Team Difference.

Our proposed team is represented in the organizational chart below. Each team member has been carefully selected based on their extensive experience and expertise in their respective fields. Under the capable leadership of AJ West, this team is well-equipped to meet and exceed the requirements of the contract.



### Your Project Manager

#### AJ WEST | CHIEF OPERATING OFFICER/ LEAD BRAND DESIGNER & STRATEGIST

AJ has 26 years of award-winning branding, design, and public relations experience. Previous experience in her career includes a Billion Dollar Brand Refresh for Holiday Inn, handling million dollar revenue campaigns and working on some of the most high profile projects in Central Texas including: 183 North Mobility Project, US 290/SH 130 Flyovers, Travis County Bond Projects, and I-35 North, South, and Central Corridor Projects while she lived in Austin for over a decade. She understands the Central Texas landscape and particularly South Austin and the surrounding areas of Manor. AJ has worked with TxDOT, CTRMA, and Cities of Austin and Round Rock. She understands the pressure these areas are facing due to Austin’s explosion in population over the last few decades and how precious taxpayer dollars and revenue for these cities are to their prosperity.



She obtains informed consent by helping clients and key stakeholders craft strategic key messaging for their communication outreach plans through a series of stakeholder workshops and purpose and need assessments.

**Specialties: Branding, Design, Public Relations for Planning, Design, and Construction Bond Projects**



## AJ West

### Project Manager/Design Lead/Branding Specialist

#### BACKGROUND

AJ has 26 years of award-winning graphic design, branding, strategic marketing, and public relations experience in the public sector arena. She has a special focus on areas of art and design, brand management, corporate communications, public relations and community outreach, and technical and editorial writing for a variety of infrastructure projects and corporate initiatives. AJ started her career at 18 in the infrastructure industry working for architectural, engineering, and construction firms as well as high-profile creative agencies. She has also led highly-effective, integrated award-winning branding and design projects that produce revenue, profitability, and trust. Highlights include overseeing a creative team for a Billion Dollar brand refresh for Holiday Inn and handling million dollar campaigns to produce consistent.

#### RECENT PROJECT EXPERIENCE

##### **City of Arvada, W. 72nd Ave. Bond Project, Owner's Rep for Public Engagement, CO**

Project Manager/Lead Collateral Designer. AJ is currently the lead for Manor's W. 72nd Avenue Bond Project. She has created, designed, and led one virtual engagement event as well as an in-person event that consisted of extensive collateral design including an explainer video working with the City's media department and with the City's current brand standards. She provides the Communications team with any and all messaging and collateral for community consumption including overseeing the public information team that is working on the contractor side to ensure the City's brand and voice is being upheld.

##### **City of Castle Pines Road Solutions Campaign Logo, Branding, and Landing Page Design, Castle Pines, CO**

Project Manager/Lead Campaign Designer and Planner. AJ created, planned, and branded a public engagement effort for the City of Castle Pines' 5-Year Transportation Plan to fix their crumbling infrastructure that was inherited from Douglas County when the City first incorporated. AJ coordinated with the City Manager, Communications staff, Public Works Staff, and the City Council to create a plan that would re-instill public trust in the maintenance and transportation planning efforts of the City.

##### **ACEC Texas Board of Directors, Roadmap to Engagement Visual Brand and Web Design, Central Texas, Dallas, and Corpus Christi Chapters Web Redesigns**

Project Manager/Lead Visual Brand Designer. AJ designed and created a unique campaign site for a statewide campaign utilizing ACEC Texas's current brand standards. QR Code Tracking and KPIs for analytics were created for the year long campaign. New Membership sub brand was created for engagement increase and design elements were created that will be used with new chapter websites statewide. AJ is currently finishing up three chapter website refreshes to fall more in line with the State and National brand. Visual Elements were created and once completed, refreshed guidelines will be created for chapters to follow for future updates and all digital communications.

##### **City of Arvada Refreshed Branding / Identity Guidelines Creation and Implementation Plan, CO**

Project Manager/Lead Visual Brand Designer. AJ worked with the city teams including hosting branding workshops with City Council, communications teams, and other departments as necessary. She designed two brand identity concepts after extensive research that included engagement efforts internally and externally. The refreshed brand brought together the history of Arvada and elements of a growing City and economic vitality that Arvada is now today. A complete set of guidelines that included tone, typography, colors, logo, accessibility standards for print and digital platforms as part of a multi-phase process for the City to refresh their identity.

#### Education

BA, Communications, University of Central Florida, 2008

#### Location

Colorado Springs, CO

#### Years with Chickenango

3

#### Years of Experience

26

#### Training/Certifications

Expert Certified in Adobe Creative Suite

#### Managing

Decentralized Teams, SMPS Training 2020

#### Awards

Outstanding Graphics Award, ACEC Colorado, 2020

Holiday Inn Club Vacations Summer Referral Marketing Campaign, ARDA Awards, 2006

#### Memberships/Organizations

Society for Marketing Professional Services (SMPS), Past Member of the Southern Colorado Committee, 2020

American Marketing Association, Past VP of Technology, 2017



## Our Support Staff

### JENNIFER MCPHERSON | PRESIDENT & QA/QC/CRISIS COMMUNICATIONS

Jennifer is an accomplished, FEMA-certified Public Relations professional with an impressive track record spanning 26 years. Throughout her career, she has excelled in devising and executing strategic messaging plans for a wide range of infrastructure design and construction projects, catering to both state Departments of Transportation (DOTs) and local government entities.

**Specialties: Public Involvement for Planning, Design and Construction, Crisis Communications**

**Project Experience:**

- ▶ City of Dallas/ DART Silver Line
- ▶ City of Arvada Brand Refresh
- ▶ City and County of Denver High Line Canal



### SIOBHAN ALBERT | PUBLIC RELATIONS MANAGER

Siobhan, a Public Involvement Lead, possesses a robust foundation in research and public relations. Throughout a span of five years, she has provided services including survey administration, research execution, public outreach, hosting public open houses, and securing funding for transportation infrastructure ventures across Texas.

**Specialties: Public Involvement for Design and Construction Infrastructure, Media Relations, Stakeholder Engagement, Higher Education**

**Project Experience:**

- ▶ Triview Metro District 10 Mile Water Pipeline Project
- ▶ City of Dallas/ DART Silver Line
- ▶ TxDOT Carbon Reduction Strategy, TxDOT
- ▶ Virtual Public Involvement State-of-Practice, TxDOT



### TRACY CHRISTY | PUBLIC RELATIONS SUPPORT

With a remarkable 17-year track record in the A/E/C industry, Tracy excels as a Public Involvement Lead. Her expertise lies in marketing, public information dissemination, and project coordination, specifically within the transportation sector. Tracy has successfully contributed to numerous projects in both Colorado and Texas.

**Specialties: Public Relations for Design and Construction Infrastructure, Email Campaign Communications**

**Project Experience:**

- ▶ Triview Metro District 10 Mile Water Pipeline Project
- ▶ City of Colorado Springs Blodgett Open Space
- ▶ City of Arvada Brand Refresh



### NEW WILLIAMS | SOCIAL MEDIA LEAD

New plays a vital role in supporting numerous public relations projects by undertaking tasks such as crafting engaging social media copy, conducting stakeholder research, monitoring social media content, and assessing both positive and negative feedback for projects. Additionally, New contributes to various aspects of public involvement communication by providing graphics and digital media for content creation and ensuring quality assurance and quality control.

**Specialties: Graphic Design, Digital Media, Social Media**

**Project Experience:**

- ▶ Lead with Love Branding
- ▶ Powerade Content Creator
- ▶ Hot and Ready Summer Concert Series
- ▶ Hennessy Content Creator





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# C

## Project Approach and Timeline

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**CHICKENANGO**  
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## Our Understanding of the Scope of Work

### New Brand Identity and Ongoing Communications Services

As a brand strategist at Chickenango, we fully understand the City of Manor’s vision and aspirations for their branding scope of work. Manor has experienced remarkable growth, transforming from a small, rural town into a vibrant community of over 18,000 residents. With continued growth projected for the future, Manor recognizes the importance of establishing a brand identity that captures the essence and strengths of the evolving community, setting it apart from other rapidly developing municipalities in Central Texas.

Our understanding aligns with the City’s ultimate goal of defining Manor as a highly desirable and unique place to live, visit, establish a career, or start a business. We recognize the significance of creating a brand that not only resonates with current residents but also attracts new residents, visitors, and businesses. Our aim is to develop a brand identity that reflects Manor’s distinct personality, its rich history, and its promising future, encapsulating the vibrant spirit and community values that make it an exceptional place.

As the City’s agency of record, Chickenango will serve as an experienced public relations and branding consultant, dedicated to telling the positive and compelling story of Manor consistently. We understand the ongoing nature of this endeavor and will work closely with the City to develop a robust branding strategy that evolves alongside the community’s growth. Our expertise in strategic brand development, messaging, and storytelling will enable us to craft a brand narrative that resonates with diverse audiences and effectively communicates Manor’s unique strengths, opportunities, and achievements.

Through collaborative efforts, research-driven insights, and creative solutions, Chickenango will help the City of Manor establish a distinctive brand identity that captures the hearts and minds of both current and potential stakeholders. We are excited to embark on this transformative journey and play a crucial role in shaping the future success and recognition of Manor as a highly desirable destination in Central Texas.



## Project Management Overview

### Project Management Overview

The Chickenango team is committed to bringing Manor a refreshed brand identity by the end of 2023. Our team is currently finishing up several other branding initiatives that will be complete by end of June and our team will have availability to focus solely on this project for Manor so that the identity is ready for a 2024 new year roll out should that be a goal of the City. Below are ways that our team will ensure a smooth project, followed by how we will approach the scope of work for this effort.

#### ▶ Handling Multiple Tasks Simultaneously

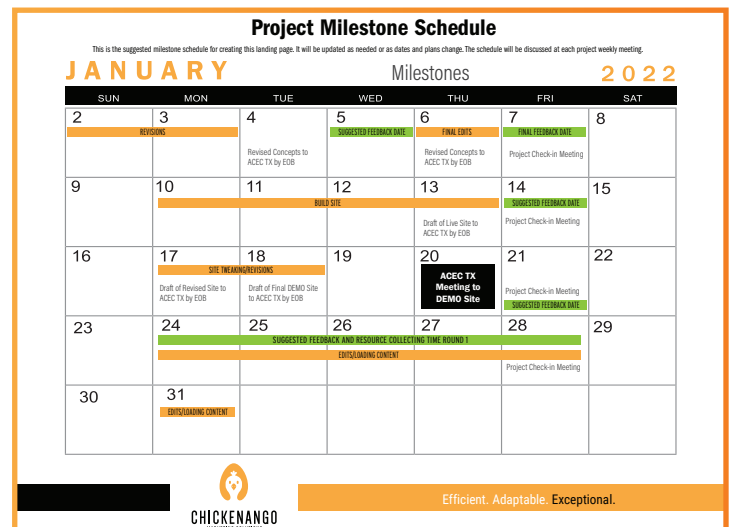
We believe that collaboration and clear lines of communication between our Project Manager, AJ West and City staff is a critical element to handling multiple project tasks simultaneously. AJ will serve as the single point of contact for the City and Project Team to foster clear communication and expectations.

#### ▶ Communication Commitment

Collaborative Communication is key to successful project coordination. Chickenango’s staff is committed to providing the City with consistent updates on progress through our detailed project milestone schedules.

#### ▶ Project Issues and Deliverables

Our team understands the importance of completing projects within an agreed upon time frame and within



### ▶ Example Project Milestone Schedule

budget. To meet any schedule and budget objectives, our management approach will integrate success factors with a creative brief and schedule work plan.

### ► Budget

One measurement of success for a project is the final project cost as compared to the project budget. In these times of limited fiscal resources, governmental agencies need to be assured that appropriate value is gained from every dollar spent. Our team considers budget control as one of the keys to project success. Like our schedule, the project budget will be flexible as the project develops; individual budget items will be refined and expanded or subtracted as the project is further refined. AJ is well versed in handling budgets of both small and large magnitude. She will strive to give Manor the most for its precious dollars, taking pride in helping municipalities hit their stride with a brand that develops trust and quality with their community and attracts sustainable growth.

### ► Quality Assurance/Quality Control

Each project deliverable will be reviewed for quality and accuracy. Chickenango's QA/QC Checklist includes back-checking against the creative brief, your brand standards, and any other known preferences that the City staff might have for this public engagement process. Our QA/QC design guru for this contract will be Jennifer McPherson, she will perform QA/QC reviews for every single draft before it goes out to the City for review. QC will be performed by team members and experienced independent reviewers to catch irregularities and provide a fresh set of eyes to the ultimately benefit the process.

#### OUR TEAM VALUES

- ✓ **Our Core:** Client above all things.
- ✓ **Our Mission:** Create solutions that positively alter the outcome.
- ✓ **Our Promise:** Care more, work harder, deliver exceptional value.
- ✓ **Our Commitment:** Provide you industry expertise with best value solutions.

#### OUR APPROACH TO VISUAL DESIGN

- **Being responsive 24/7.** When you call, we answer. We pride ourselves on turning around requests in less than three days.
- **Consistent and diligent communication with the Manor team and any stakeholders for the project.**
- **A robust quality management program for all work that is done by our incredibly talented staff.**

## The Chickenango Difference

**Chickenango Marketing Solutions is passionate about design and public relations for government clients. Why?**

Because we have spent our entire careers working with government clients talking to their citizens directly on issues affecting their daily lives. From building trust with informational transparency and consistent messaging, to building a sense of community through intelligent visual branding and design, Chickenango has a deep, industry-specific knowledge to provide the specialized experience and depth of resources necessary to meet the multiple components of this project.

#### The Bottom Line:

**We will care more about the success of your new identity that will go beyond just a new brand. We are a client-first agency that prioritizes client value and service over profit.**



## Project Approach for Branding

We have outlined our streamlined approach for working with Manor in developing a new brand for their City. We start with a robust discovery and research phase that will set the foundation of the new brand and will develop detailed documents to support the brand and the implementation of the brand whether it be immediate or a phased approach.

## 1. Discovery/Research Phase: Brand Positioning and Messaging Strategy | July - August

- ▶ **Project Kick Off Discovery:** Chickenango will begin this effort with a kick-off meeting to discover Manor's exact vision for a refreshed visual identity. Our team has extensive experience researching and developing concepts that aren't just attractive, they resonate with communities. We will implement focus groups that make up key stakeholders that are responsible for upholding the brand as well as leaders from each internal department to understand the complete vision for all departmental information needs.
- ▶ **Consistent Communication:** We know communication is key and we will plan to meet with the City's project team biweekly to provide status updates, obtain feedback, and collect any new information for incorporation into the new identity. Before these meetings occur, our Project Manager, AJ West will provide an updated plan and schedule to the project team as well as be prepared to discuss any roadblocks or challenges to keep this effort on track. Our team will also coordinate with the City's web developer that will be hard coding these new visuals and templated pages into the site so we can sync up our schedules for deliverables and project milestones.
- ▶ **Visual Identity Plan Creation:** Our team will then create a Visual Design Plan for all brand facing elements including gateway signage and any other environmental branding elements the City identified in the discovery phase. The plan will also feature a creative brief for visual concept creation and a robust project schedule for these efforts. This plan will be submitted to the project team for approval to make sure we captured the vision and direction of all City stakeholders. This will be the starting blueprint of the brand guidelines and as the project progresses, detailed documentation on styles, imagery, fonts, colors, etc. will be kept so we develop the guidelines in real time as we design the final visual identity for Manor.

## 2. Concept Phase for Brand Development | August - September 2023

- ▶ **Concept Development:** Once the Visual Design Plan is approved, the Chickenango team will begin developing three concepts for the City's consideration. These concepts will be inclusive of typography, colors, photography treatments, stylized brand elements and the most important part, a new logo. These concepts will also include environmental branding such as gateway signage. Our team has frequently driven through Manor and understands that it is difficult to know you are in Manor and before you know it, you are in Elgin. We will create a sense of place for Manor that puts it on the map visually.
- ▶ **About the Design:** Chickenango will create a visual identity that will create cohesion and be easy for the Manor team to implement themselves across different print and digital touchpoints (internally and externally) and our team will hold working sessions after creation with the teams that will be responsible for being stewards of this new brand. This identity will be meaningful, memorable, simple for accessibility, and consistent.
- ▶ **Concept Review and Finalization:** We plan on three rounds of review and edits to get to a final identity that Manor will be proud to launch to their citizens and staff. We are committed to taking no more than 3-5 days to turn around edits to keep the effort moving forward. We frequently work on accelerated schedules and have extensive experience with time management. Our design team is quick, efficient and adaptable to schedule delays or accelerations.

## 3. Visual Design and Implementation Development Plan | October 2023

- ▶ **Finalization of Elements and Guideline Creation:** Once a final concept is chosen, our team will finalize the branding guidelines and send a final document for City review before packaging up and prepping all final visuals for final delivery. **The branding guidelines for this new identity and these guidelines will include:**  
*Style guidelines for fonts and content formatting, visual elements such as icons, shapes, patterns and textures, imagery treatments, individual graphics, and an expanded color palette. Samples of how the visual identity will be applied to collateral, email signatures, business cards, etc. and examples of what not to do with the new identity.*

## 4. Project Closeout and Final Deliverables | October 2023

- ▶ **Deliverables to the City:** Chickenango will provide the City with a complete and comprehensive set of guidelines and all native visual files for implementation at the City's discretion.



## Project Approach for Ongoing Marketing and Communications Services

We are the go-to agency for many municipalities that need high-end, reliable marketing and communication services without the cost of a larger agency. We start any effort with a kick-off meeting to discover the needs of each task order and team that needs the assistance. Chickenango works in tandem with all of their on call clients, building trust over long periods of time. We dig deep to understand who you are as a municipality and look out for your best interest.

**We are well-versed in the scope of services outlined in the RFP. Below is a description of how we would handle each service type. We understand the timeline for these services are for a 12 month period.**

### Communications Strategy

▶ Chickenango’s team takes a comprehensive, strategic approach to developing an overarching communications strategy for our clients. We develop public relations plans for every effort we undertake. It serves as a blueprint and contains the how, what, who, and why. We help your communications team and any public facing staff member develop scripts and how to handle outgoing messaging as well as incoming feedback.

We actively participate in devising and implementing communications strategies, providing valuable guidance and support. Our team collaborates closely with your staff, offering counsel on messaging, stakeholder outreach, communication channels, and reputation management. With a thorough understanding of the local environment and the unique needs of Central Texas, our team ensures that the strategies developed align with the entity’s objectives. We prioritize clear and consistent communication, tailoring it to resonate with the target audience.

Additionally, we assist in identifying key stakeholders and implementing effective engagement strategies. By leveraging our expertise and deep knowledge of the local landscape, Chickenango’s team empowers the municipal entity to proactively manage its reputation and address emerging communication needs with confidence and precision.

### Media Relations and Training

▶ With extensive experience in Central Texas and living there for over a decade, our project manager has developed strong relationships with local media outlets, ensuring a deep understanding of their operations and preferences. Having worked closely with esteemed media organizations such as KXAN News, the Austin American-Statesman, and KEYE-TV, AJ has successfully navigated the Central Texas media landscape. Her experience includes facilitating media interviews, coordinating press conferences, and effectively pitching stories to outlets such as the Killeen Daily Herald and the Waco Tribune-Herald. By leveraging these relationships, Chickenango is well-equipped to guide city spokespeople on engaging with Central Texas media, providing insights into their reporting styles, preferences, and coverage areas. This familiarity enables us to tailor training to align with the specific media landscape in Central Texas, ensuring that city spokespeople are well-prepared to effectively engage with and navigate local media outlets in the region.

As Chickenango, our training approach for city spokespeople in media relations focuses on equipping them with the necessary skills and knowledge to effectively engage with the media. Our training program begins with an overview of the media landscape in Central Texas, highlighting key outlets, journalists, and their areas of interest. We conduct interactive workshops to simulate real-world media scenarios, allowing spokespeople to practice interview techniques, message delivery, and handling difficult questions. Through role-playing exercises, we provide constructive feedback on their communication style, body language, and their ability to stay on message. Our practical sessions cover crafting effective media statements, press releases, and conducting impactful press conferences. Additionally, we emphasize the importance of building relationships with journalists, fostering trust, and leveraging media opportunities to proactively communicate the city’s initiatives and key messages. By the end of our training, city spokespeople are well-prepared and confident in their ability to navigate media interactions, effectively convey information, and maintain positive relationships with Central Texas media outlets.

## Crisis Communications

▶ Chickenango excels in creating comprehensive crisis communication plans specifically designed for rural municipalities. Our team develops them for every infrastructure project and every communications client we serve. In the unpredictable landscape and public court of opinion, it is imperative that every entity has a crisis communication plan and that internal teams are trained on how to work these plans and update them after initial creation.

Understanding the importance of preparedness, Chickenango begins by conducting a thorough assessment of the community's potential vulnerabilities and risks, considering factors such as geography, demographics, and infrastructure. By engaging with local officials and stakeholders, Chickenango gathers valuable insights and collaboratively establishes clear communication objectives and messaging frameworks.

The plan encompasses a range of communication channels, including traditional media, social media platforms, and community outreach initiatives. Chickenango also incorporates contingency plans for various crisis scenarios, outlining protocols for information dissemination, spokesperson training, and coordination with relevant agencies and organizations. With a focus on flexibility and adaptability, Chickenango ensures that the crisis communication plan can be easily updated and activated during times of urgency, allowing rural municipalities to effectively respond, mitigate, and recover from crises while maintaining public trust and safety.

## Recruitment and Human Resource Communications

▶ At Chickenango, we understand that as Manor continues to experience growth, the demand for skilled and talented professionals across various departments will naturally increase. As part of our comprehensive approach, we will diligently develop a recruitment strategy that aligns with the evolving needs of the City. Our team will collaborate closely with your staff to gain insights into specific departmental requirements, ensuring a tailored approach to attract qualified candidates.

To effectively implement the recruitment strategy, Chickenango will work hand in hand with your staff. We will provide guidance and support throughout the process, leveraging our expertise in recruitment best practices and industry trends. Our team will assist in creating engaging and impactful recruitment materials, including job postings, job descriptions, and promotional content, to attract top-tier talent.

Furthermore, we will explore various channels and platforms to reach a wide pool of candidates, including leveraging online job boards, professional networks, and targeted advertising. By utilizing a multi-faceted approach, we can increase the visibility of job opportunities and ensure a diverse and qualified applicant pool.

Throughout the recruitment process, we will maintain effective communication and collaboration with your staff to streamline candidate evaluation, selection, and onboarding. Our goal is to identify and attract exceptional individuals who possess the skills, experience, and passion necessary to contribute to Manor's continued success.

Chickenango is committed to implementing a recruitment strategy that aligns with your staffing needs, values, and organizational culture. By partnering with us, you can rest assured that our comprehensive approach and expertise in recruitment will help you attract and retain the best talent to support Manor's growth and ensure a strong workforce for the future.



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# D

## Project Cost / Fee Schedule

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## PRICING FOR BRANDING

Below you will find the not to exceed summary of fee and costs associated with the proposal with the assumption that the project will start at upon Notice to Proceed. The pricing below is for the branding portion of the contract. We have attached our rates for the on call services. Our team will estimate time and materials per task order for that portion of the contract. We understand the City's budget is 50K and we plan to finish under that amount.

The scope and fee outlined below is all inclusive of the branding scope of work items identified in this RFP.

**Our team anticipates a 120-day schedule for the rebranding effort. Ending no later than October 31st.**

DESCRIPTION	QTY	UNIT	RATE	TOTAL
<b>July:</b> Kickoff meeting with City and Staff and prep time/Discovery/Research Phase	6	Hour	\$150 (2 Hrs)	\$300.00
			\$145. (4 Hrs)	\$580.00
<b>July-August:</b> Discovery/Research Phase	85	Hour	\$150 (15 Hrs)	\$2,250.00
			\$145. (60 Hrs)	\$8,700.00
			\$75. (10 Hrs)	\$750.00
<b>August-September:</b> Visual Identity Concepts and selection, Final Design and Guidelines Creation	150	Hour	\$150 (50 Hrs)	\$7,500.00
			\$145. (60)	\$8,970.00
			\$110. (30)	\$3,300.00.
			\$75. (10)	\$750.00
<b>October:</b> Finalization of Deliverables and Final Implementation Plan	110	Hour	\$150.(20 Hrs)	\$3,000.00
			\$145. (60 Hrs)	\$8,700.00
			\$110. (20)	\$2,200.00
			\$75. (10 Hrs)	\$750.00
<b>Ongoing:</b> Allotment for coordination meetings, etc. over the course of the branding initiative	30	Hour	\$145 (30 Hrs)	\$4,350.00
<b>TOTAL FEE</b>				<b>\$48,880.00</b>

## 2023 Standard Hourly Rates of Service

The billing rates provided below represent all Chickenango staff rates.

ROLE	RATE PER HOUR
Principal	\$150
Public Relations Manager	\$145
Social Media Manager	\$145
Website Designer	\$120
Marketing Strategist	\$110
Account Executive	\$110
Public Relations Specialist	\$100
Graphic Designer	\$100
Copywriter	\$100
Public Relations Admin.	\$75
Marketing Assistant	\$65

## Additional Expenses

**Mileage:** If travel is required for a project we bill mileage at the current Federal Standard Mileage Rates.

**All Additional Expenses:** Expenses such as postage, printing, etc. are billed at cost.

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# E

## References

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Chickenango takes great pride in its strong track record of repeat business from government clients and entities, much like the esteemed City of Manor. Our reputation speaks for itself, as we have consistently demonstrated our commitment to delivering exceptional results and exceeding expectations. As evidence of our dedication, we have included client references for every project showcased in this proposal. We encourage the selection committee to reach out and inquire about our work ethic and how Chickenango consistently goes the extra mile to ensure client satisfaction. We firmly believe that our references will attest to our unwavering dedication, innovative approaches, and ability to deliver outstanding outcomes.

### Reference #1

Client / Company Name: <b>North Houston Association, Inc.</b>	
Contact Name: Marlissa Briggs	Contact Title: Executive Director
Phone: 281-875-0660	Email: <a href="mailto:marlisa.briggs@north-houston.com">marlisa.briggs@north-houston.com</a>
Date and Scope of Work Provided: Branding and Collateral work has been performed since 2017. AJ West has built out the brand, designed several logos and their 40th Anniversary Logo, event branding and collateral, and developed their 5-Year Transportation Project List for all surrounding entities in the Houston Area.	

### Reference #2

Client / Company Name: <b>City of Arvada</b>	
Contact Name: Rachel Kuroiwa	Contact Title: Chief Communications Officer
Phone: 720-989-7607	Email: <a href="mailto:rkuroiwa@arvada.org">rkuroiwa@arvada.org</a>
Date and Scope of Work Provided: Branding and Collateral work has been performed since 2019. Chickenango has been the Owner's Rep for the City for their Bond Projects for Public Relations as well as is completing their current brand refresh that includes both print and digital identities.	

### Reference #3

Client / Company Name: <b>ACEC Texas</b>	
Contact Name: Peyton McKnight	Contact Title: State Director
Phone: 512-474-1474	Email: <a href="mailto:Peyton@acectx.org">Peyton@acectx.org</a>
Date and Scope of Work Provided: Branding and design agency of record for ACEC Texas since 2021. Work provided was branding and website design for campaigns and chapter websites, creation of a Members Connection Brand and Engagement program.	

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# F

## Additional Information

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F. Additional Information: Provide the following, along with a signed Conflict of Interest Questionnaire.

- i. Trade Secrets and/or Confidential Information: This proposal [  ] (does) [X](does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.
  
- ii. Federal, State and/or Local Identification Information:
  - a. Centralized Master Bidders List registration number: N/A
  - b. Prime contractor HUB / MWBE registration number: DBE #WFDB41444Y0923 | MWBE #WFWB38783Y05
  - c. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # N/A - \_\_\_\_\_ - \_\_\_\_\_
  
- iii. Cooperative Governmental Purchasing Notice: Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFB from the successful Bidder, all purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

**Yes, Others can purchase** [  ] **No, Only the City can purchase**

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# Contact Us!

contact@chickenango.com

719-235-2830

[www.chickenango.com](http://www.chickenango.com)

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**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 21, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on proposed bond propositions.

**BACKGROUND/SUMMARY:**

On April 6, 2022, the City Council authorized staff to enter into a professional services agreement with PGAL to complete a facility needs assessment for the following facilities: for City Hall, Library, Police Department, Recreation Center. The needs assessment evaluated the space needs for city population at 18,000 up to 100,000 for the city operations. At the different population intervals each facility had an estimated size for each facility.

On May 3, 2023, the PGAL staff presented their findings for the different facilities and identified a warehouse should be considered to centrally store records, community event bulk items, and specialized city equipment. Currently records and equipment are stored in multiple storage units and current facilities. The City Council is being asked to provide city staff direction with preparing the proposed propositions that could be presented to the citizens to gather their feedback and interest to actual visualize the different city facilities are being planned to meet the city’s projected growth.

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

**STAFF RECOMMENDATION:**

It is the City Staff’s recommendation that the City Council provide staff direction on preparing the proposed bond propositions for a future bond election.

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