



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

City Council Called Special Session

Wednesday, November 29, 2023 at 6:00 PM

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

AGENDA

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

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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

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

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

PUBLIC HEARINGS

- 1. Conduct a public hearing on the Application of Manor Leased Housing Associates I, Limited Partnership to the Texas Department of Housing and Community Affairs for Housing Tax Credits.**

Submitted by: Scott Moore, City Manager

CONSENT AGENDA

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

2. Consideration, discussion, and possible action on seven Water, Wastewater, Access, and Drainage Easements for the Manor Crossing Development.

Submitted by: Scott Dunlop, Development Services Director

- A 1.031-acre drainage easement
- A 0.7180-acre drainage, water, and wastewater easement
- A 4.832-acre water, wastewater, drainage, and access easement
- A 1.947-acre drainage easement
- A 0.4663-acre drainage easement
- A 0.2316-acre drainage easement
- A 0.0294-acre water line easement

REGULAR AGENDA

3. Consideration, discussion, and possible action on a Resolution of No Objection to the Application of Manor Leased Housing Associates I, Limited Partnership to the Texas Department of Housing and Community Affairs for Housing Tax Credits.

Submitted by: Scott Moore, City Manager

4. Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas Authorizing the Issuance of Combination Tax and Revenue Certificates of Obligation, Series 2023; Authorizing the Sale Thereof; and Enacting Provisions Incident and Related to the Issuance of Said Certificates.

Submitted by: Scott Moore, City Manager

5. Consideration, discussion, and possible action on Resolution Expressing Intent to Finance Expenditures to be Incurred by the City of Manor, Texas.

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 the Manor Downs project

OPEN SESSION

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

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: Tuesday, November 21, 2023, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 29, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Conduct a Public Hearing on the application of Manor Leased Housing Associates I, Limited Partnership to the Texas Department of Housing and Community Affairs for housing tax credits.

BACKGROUND/SUMMARY:

For Manor Leased Housing Associates I, Limited Partnership to submit an application for Low-Income Housing Tax Credits for the Tower Road Apartments Project, 1) there will need to be a hearing at City Council on the application, and 2) the developer will need to provide a resolution of City Council certifying that Council does not object to the application. (Note, the developer, Manor Leased Housing Associates, is the corporate entity created by Dominion Apartments for the Tower Road development).

This hearing is the hearing required for the application and is happening in connection with item 2 of the agenda.

The purpose of the application itself is described below.

LIHTC Financing

The proposed affordable multifamily housing development at Tower Road will be financed from several different sources, including the use of Low-Income Housing Tax Credits (LIHTC). The LIHTC program authorizes the award of "tax credits" to a developer of an affordable multifamily project. The developer "sells" these credits to investors in exchange for equity funding for the project. This allows the project to receive financing at a low borrowing cost. The lenders then apply the tax credits to their tax bill to significantly lower the amount they are required to pay for a number of years.

LIHTC is one of the largest, if not the largest, sources of funding for affordable housing nationwide. It is a federal program that delegates to each state an allocation of tax credits that the states then allocate to developers on a project-by-project basis. The Texas Department of Housing and Community Affairs (TDHCA) is the state agency responsible for the allocation of tax credits in Texas. Because of the need for tax credits, applications are evaluated on a competitive basis in accordance with provisions of the Texas Government Code and Title 10 of the Texas Administrative Code.

Application Requirements

The developers of the Tower Road project intend to apply to the TDHCA for tax credits to finance the project. As part of the application, the City Council is required to hold a hearing on the application and the developer must

submit a resolution of the city certifying that the City Council does not have any objections to the filing of the application for tax credits.

This item is the hearing to receive public comments on the application. Consideration of the resolution of no objection is a subsequent item on this agenda.

LEGAL REVIEW: Yes, Gregory Miller, Public Finance Counsel

FISCAL IMPACT: No

PRESENTATION: Yes

ATTACHMENTS: Yes

- Resolution

STAFF RECOMMENDATION:

The city staff recommends that the City Council conduct the Public Hearing.

RESOLUTION NO. 2023-38**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS OF NO OBJECTION TO THE APPLICATION OF MANOR LEASED HOUSING ASSOCIATES I, LIMITED PARTNERSHIP TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR HOUSING TAX CREDITS.**

WHEREAS, Manor Leased Housing Associates I, Limited Partnership, a Texas Limited Partnership, or one of its affiliates or assigns (the “Applicant”) has proposed development for affordable rental housing of approximately 324 units that will be situated on approximately 15.42 acres located at or near 12200 Tower Road, City of Manor, Texas to be known as “Tower Road Apartments” (the “Development”);

WHEREAS, the Applicant has advised the City of Manor, Texas (the “City”) that it intends to submit an application to the Texas Department of Housing and Community Affairs (“TDHCA”) for 2024 Housing Tax Credits for the Development (the “Application”);

WHEREAS, Texas Government Code §2306.67071 requires the Applicant to submit to TDHCA a resolution from the City Council of the City of Manor (“City Council”) certifying that after due consideration of the information provided by the Applicant and public comment, the City Council has no objection to the Application for the Development; and

WHEREAS, except as otherwise provided herein, capitalized terms shall have the same meaning as those set forth in Texas Government Code §2306.6702 and 10 Texas Administrative Code §11.1;

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The City Council, in accordance with the requirements of Texas Government Code §2306.6701 and 10 Texas Administrative Code §11.204(4), certifies that:

(A) Notice of the Applicant’s intent to file the Application with TDHCA has been provided to the City Council in accordance with Tex. Gov’t Code, §2306.67071(a); and

(B) The City Council has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development; and

(C) The City Council has held a hearing at which public comment may be made on the proposed Development in accordance with Tex. Gov’t Code, §2306.67071(b); and

(D) After due consideration of the information provided by the Applicant and public comment, the City Council does not object to the proposed Application.

Section 2. Dr. Christopher Harvey, Mayor, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs for and on behalf of the City Council.

[Remainder of this page intentionally left blank.]

ADOPTED AND APPROVED this ____ day of _____, 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 29, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on seven Water, Wastewater, Access, and Drainage Easements for the Manor Crossing Development.

- A 1.031-acre drainage easement
- A 0.7180-acre drainage, water, and wastewater easement
- A 4.832-acre water, wastewater, drainage, and access easement
- A 1.947-acre drainage easement
- A 0.4663-acre drainage easement
- A 0.2316-acre drainage easement
- A 0.0294-acre water line easement

BACKGROUND/SUMMARY:

These seven (7) easements are being dedicated to the city as a public utility easement by the developer so they can install all the appropriate public infrastructure within them for the different pad sites. The drainage easements for the Manor Crossing Development will be maintained by the property owner/association. The city will maintain the public water and wastewater lines within dedicated easements.

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

- Easements

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve seven Water, Wastewater, Access, and Drainage Easements for the Manor Crossing Development as presented.

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

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

**DRAINAGE EASEMENT
(Detention Pond C-3)**

Date: November 15, 2023

Grantor: 13100 FM 973, INC., a Texas corporation

Grantor's Address:

2705 Bee Caves Road, Suite 210
Austin, Texas 78746

Grantee: THE CITY OF MANOR, TEXAS
a Texas home rule municipal corporation

Grantee's Address (including county):

City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, Texas 78653
Travis County

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Easement Property: The Easement Property is described by metes and bounds in **Exhibit "A"** attached hereto and incorporated herein for all purposes. A map showing the location of the Easement Property is also included in **Exhibit "A"**.

Easement Purpose: The easement expressly granted herein is for the purposes of: (a) operation, use, inspection of any drainage and detention facilities, including without limitation underground drainage pipes, swales, berms, ponds and other related fixtures, appurtenances, equipment, and fittings incidental thereto, that are installed, constructed or placed within the Easement Property (collectively, the "**Facilities**"), together with a right of ingress and egress to and from same, in, over, under, through and across the Easement Property; and (b) drainage and detention of natural storm water in, over, under, through and across the Easement Property.

Grant of Easement: Grantor for the Consideration paid to Grantor, does hereby GRANTS, SELLS AND CONVEYS and by these presents does GRANT, SELL AND CONVEY unto Grantee and Grantee's successors and assigns a non-exclusive, perpetual drainage easement in, over, under, through and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (the "Easement"). TO HAVE AND TO HOLD the Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby binds itself, its heirs, executors, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Easement herein granted, unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, by, through or under Grantor, but not otherwise, subject to the exceptions set forth below.

Covenants and Conditions: The Easement granted is subject to the following covenants and conditions:

1. Grantor reserves the right to use the Easement Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Easement Property as provided herein. The Association (hereinafter defined) shall be responsible for the cost of replacing such improvements in the event the Grantee removes or alters the improvements to exercise Grantee's rights hereunder. No buildings or structures may be constructed on the Easement Property.
2. The Easement is subject to the terms and conditions of the Amended and Restated Declaration of Covenants, Restrictions and Reciprocal Easements executed by Grantor, as Declarant, affecting the Subdivision, and recorded in the Official Public Records of Travis County, Texas ("Declaration"). Pursuant to the Declaration, the Association (defined in the Declaration) is responsible for repairs and maintenance to the Facilities constructed by Grantor over, across and under the Easement Property in accordance with the Declaration. The term "Subdivision" refers to Manor Crossing, a proposed subdivision in Manor, Travis County, Texas, graphically shown on the Manor Crossing Preliminary Plan prepared by LJA Engineering, Inc., under Job No. A512-1004 approved by the City of Manor on October 12, 2022, under the City's File No. 2022-P-1447-PP. Upon the recording of the Final Plat for Manor Crossing in the Official Public Records of Travis County, Texas, the description of the Subdivision will be automatically updated to be Manor Crossing, a subdivision in Travis County, Texas, according to the plat recorded under the applicable document number in the Official Public Records of Travis County, Texas.
3. This Easement is also for the benefit of all Lots in the Subdivision, excluding Lot 1A, Block A, Lot 1B, Block A, and Lot 1, Block B.
4. This Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Easement Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
5. The Easement and the rights of Grantee hereunder may be assigned only to a political

subdivision of the State of Texas or other Texas governmental entity. Any such assignment of the Easement and the rights of Grantee hereunder must include an express assumption by the assignee of the obligations set forth herein.

6. Any amendment or modification of this instrument must be in writing and duly executed and delivered by Grantor and Grantee, or their respective successors and assigns.

7. The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8. Any amendment or modification of this instrument must be in writing and duly executed and delivered by Grantor and Grantee, or their respective successors and assigns.

9. The Grantee and the Grantor, or their respective successors in title and assigns, may enforce this Easement in a legal or equitable action brought in a court of competent jurisdiction.

10. This Easement may be executed in multiple counterparts, each of which will be deemed an original and all of which shall constitute one agreement. Signatures to any counterpart shall be deemed to be signatures to, and may be appended or attached to, any other counterpart.

11. This Easement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements, whether written or oral.

12. This Easement shall be governed by the laws of the State of Texas.

13. If any term or provision of this Easement or the performance thereof shall to any extent be invalid or unenforceable, such invalidity or unenforceability shall not effect or render invalid or enforceable any other provision of this Easement, and there shall be substituted for such invalid or unenforceable term or provision a term or provision with a meaning as near thereto as is reasonably practicable which is not invalid or unenforceable and this Easement shall be valid and enforced to the fullest extent permitted by law.

14. Nothing herein, express or implied, shall confer upon any person, other than the Grantor and Grantee and their successors and permitted assigns, any rights or remedies under or by reason of this Easement. No easements, except those expressly set forth herein shall be implied by this Easement.

15. When the context requires, singular nouns and pronouns include the plural.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

GRANTOR:

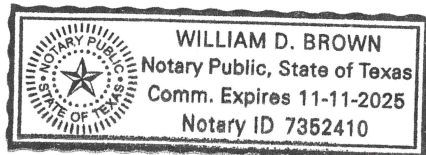
13100 FM 973, Inc., a Texas corporation

By: 
Edward S. Butler, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of November, 2023, by Edward S. Butler, President of 13100 FM 973, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)





Notary Public, State of Texas

ACCEPTED BY GRANTEE:**City of Manor, Texas**

By: _____
 Dr. Christopher Harvey, Mayor

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 the City of Manor, Texas, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

 Notary Public-State of Texas

AFTER RECORDING RETURN TO:

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

EXHIBIT "A"
Easement Property

[Attached]



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

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION

BEING 1.031 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE GREENBURY GATES SURVEY, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 68.497 ACRE TRACT OF LAND DESCRIBED IN A CORRECTION GENERAL WARRANTY DEED TO 13100 FM 973, INC., RECORDED IN DOCUMENT NO. 2022099322 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped "HR GREEN" found in the Easterly line of a called 4.147 acre tract of land described in a Dedication Deed to Travis County Municipal Utility District No. 2, recorded in Document No. 2005232936 of said O.P.R.T.C.T., for the Westerly common corner of said 68.497 acre tract and of a called 11.842 acre tract of land described in a Special Warranty Deed to GCP XXXII, LTD., recorded in Document No. 2022135262 of said O.P.R.T.C.T., from which a 1/2-inch rebar found in the Westerly line of said 11.842 acre tract and the common Easterly line of said 4.147 acre tract, bears North 27°46'14" East a distance of 91.38 feet;

THENCE South 43°06'01" East over and across said 68.497 acre tract, a distance of 778.80 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

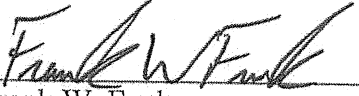
THENCE over and across said 68.497 acre tract, the following six (6) courses and distances:

1. **North 27°42'50" East** a distance of **169.80** feet to a Calculated Point;
2. Along a curve to the **Right** having a radius of **23.00** feet, an arc length of **36.22** feet, a delta angle of **90°14'12"**, and a chord which bears **North 72°49'56" East**, a distance of **32.59** feet to a Calculated Point;
3. **South 62°02'58" East** a distance of **182.03** feet to a Calculated Point, from which a 1/2-inch rebar with cap stamped "HR GREEN" found in the Northerly line of said 68.497 acre tract, for the Southerly common corner of said 11.842 acre tract and of a called 14.715 acre tract of land described in a Special Warranty Deed to GCP XXXI, LTD., recorded in Document No. 2022135261 of said O.P.R.T.C.T., bears North 62°00'59" East a distance of 72.43 feet;
4. Along a curve to the **Right** having a radius of **30.00** feet, an arc length of **47.00** feet, a delta angle of **89°45'48"**, and a chord which bears **South 17°10'04" East**, a distance of **42.34** feet to a Calculated Point;

5. **South 27°42'50" West** a distance of **162.05** feet to a Calculated Point; and
6. **North 62°17'10" West** a distance of **235.00** feet to the **POINT OF BEGINNING** and containing 1.031 acres of land, more or less.

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). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.0000755219.

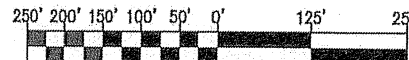
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date.

 05/25/2023
Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 21-044

Attachments: K:\21044 - LJA Butler Manor\CAD\DWGs\LJA Butler Manor Drainage Esmt 2.dwg



GRAPHIC SCALE

Item 2.

TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2
(4.147 ACRES)
DOC. NO. 2005232936
O.P.R.T.C.T.

L1

POINT OF COMMENCING

GCP XXXII, LTD.
(11.842 ACRES)
DOC. NO. 2022135262
O.P.R.T.C.T.

S43°06'01"E 778.80'

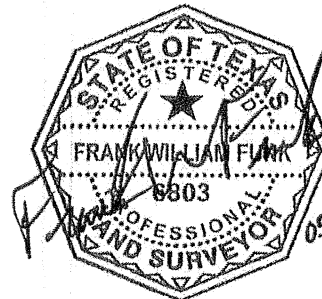
POINT OF BEGINNING

L2

DRAINAGE EASEMENT
1.031 ACRE

GCP XXXI, LTD.
(14.715 ACRES)
DOC. NO. 2022135261
O.P.R.T.C.T.

13100 FM 973, INC.
(68.497 ACRES)
DOC. NO. 2022099322
O.P.R.T.C.T.



FM 973
(200' R.O.W.)

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 AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00007552.

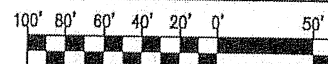
SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

| | | | |
|--|----------------|------------------|-------------|
| JOB NUMBER: 21-044 | | DATE: 05/24/23 | |
| PROJECT NAME: LJA BUTLER MANOR | | | |
| DRAWING NAME: LJA BUTLER MANOR DRAINAGE ESMT 2 | | | |
| DRAWING FILE PATH: | | | |
| K:\21044 - LJA BUTLER MANOR\CAD\DWGS | | | |
| METES AND BOUNDS FILE PATH: | | | |
| K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS | | | |
| RPLS: FWF | TECH: JRM | PARTY CHIEF: N/A | CHK BY: HAS |
| SHEET 03 of 04 | FIELDBOOKS N/A | SCALE: 1"= 250' | |

LSI LANDESIGN SERVICES, INC.

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

LEGEND



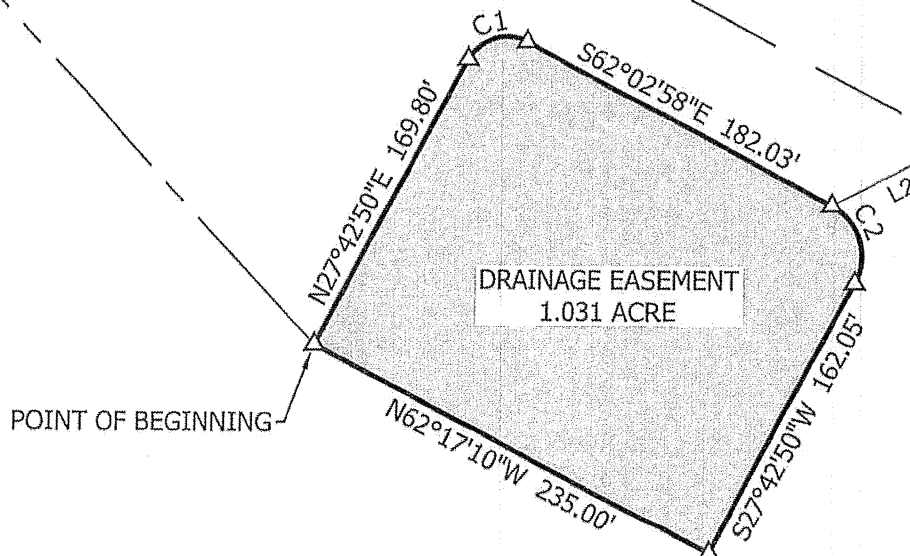
Item 2.

GRAPHIC SCALE

- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "HR GREEN" 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.U.E. PUBLIC UTILITY EASEMENT
- GCP XXXII, LTD.
(11.842 ACRES)
DOC. NO. 2022135262
O.P.R.T.C.T.

GCP XXXI, LTD.
(14.715 ACRES)
DOC. NO. 2022135261
O.P.R.T.C.T.

13100 FM 973, INC.
(68.497 ACRES)
DOC. NO. 2022099322
O.P.R.T.C.T.



GREENBURY GATES SURVEY
ABSTRACT NO. 315

| LINE TABLE | | |
|------------|-------------|----------|
| LINE # | BEARING | DISTANCE |
| L1 | N27°46'14"E | 91.38' |
| L2 | N62°00'59"E | 72.43' |

| CURVE TABLE | | | | | |
|-------------|--------|--------|-----------|---------------|--------|
| CURVE # | RADIUS | LENGTH | DELTA | CHORD BEARING | CHORD |
| C1 | 23.00' | 36.22' | 90°14'12" | N72°49'56"E | 32.59' |
| C2 | 30.00' | 47.00' | 89°45'48" | S17°10'04"E | 42.34' |

JOB NUMBER: 21-044 DATE: 05/24/23

PROJECT NAME: LJA BUTLER MANOR

DRAWING NAME: LJA BUTLER MANOR DRAINAGE ESMT 2

DRAWING FILE PATH:
K:\21044 - LJA BUTLER MANOR\CAD\DWGS

METES AND BOUNDS FILE PATH:
K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS

RPLS: FWF TECH: JRM PARTY CHIEF: N/A CHK BY: HAS

SHEET 04 of 04 FIELDBOOKS N/A SCALE: 1" = 100'

LSI LANDESIGN SERVICES, INC.

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 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.

DRAINAGE, WATER AND WASTEWATER EASEMENT

Date: November 15, 2023

Grantor: 13100 FM 973, INC., a Texas corporation

Grantor's Address:

2705 Bee Caves Road, Suite 210
Austin, Texas 78746

Grantee: THE CITY OF MANOR, TEXAS
a Texas home rule municipal corporation

Grantee's Address (including county):

City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, Texas 78653
Travis County

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY: The Easement Property is described by metes and bounds in **Exhibit "A"** attached hereto and incorporated herein for all purposes. A map showing the location of the Easement Property is also included in **Exhibit "A"**.

Easement Purpose: The easement expressly granted herein is for the purposes of (a) laying, erecting, constructing, operating, repairing, replacing, upgrading, enlarging, relocating and maintaining underground facilities for water and wastewater and any and all related appurtenances including, without limitation, all necessary mains, lines and pipes, valves, fittings, equipment, devices, manholes, meters and any other appurtenances (collectively, the “**Water and Wastewater Facilities**”), together with a right of ingress and egress to and from same, in, over, under, through and across the Easement Property; and (b) operation, use, inspection of any drainage facilities, including without limitation underground drainage pipes, and other related fixtures, appurtenances, equipment, and fittings incidental thereto (collectively, the “**Drainage Facilities**”), and drainage and detention of natural storm water in, over, under, through and across the Easement Property.

Grant of Easement: Grantor for the Consideration paid to Grantor, does hereby GRANTS, SELLS AND CONVEYS and by these presents does GRANT, SELL AND CONVEY unto Grantee and Grantee’s successors and assigns a non-exclusive, perpetual easement in, over, under, through and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (the “**Easement**”).

Covenants and Conditions: The Easement granted is subject to the following covenants and conditions:

1. Grantor reserves the right to use the Easement Property for all purposes that do not unreasonably interfere with or prevent Grantee’s use of the Easement Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage and landscaping on, in, under, over and across the Easement Property, so long as such use does not unreasonably interfere with or prevent Grantee’s use of the Easement Property as provided herein. Grantor shall be responsible for the cost of replacing any improvements in the event the Grantee removes or alters any improvements to exercise Grantee’s rights hereunder. Grantor may not construct any buildings or structures on the Easement Property.
2. Grantee will maintain the Water and Wastewater Facilities in a state of good repair and efficiency so that no unreasonable damages will result from its use to the Grantor. Grantee shall restore the surface of the land described above as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the land described above that were removed as a result of such work. Grantor will maintain the Drainage Facilities in a state of good repair and efficiency so that no unreasonable damages will result from its use to the Grantee.
3. This Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Easement Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.

4. The Easement and the rights of Grantee hereunder may be assigned only to a political subdivision of the State of Texas or other Texas governmental entity. Any such assignment of the Easement and the rights of Grantee hereunder must include an express assumption by the assignee of the obligations set forth herein.

5. Any amendment or modification of this instrument must be in writing and duly executed and delivered by Grantor and Grantee, or their respective successors and assigns.

The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.


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 successors and assigns forever; and Grantor does hereby binds itself, its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement herein granted, unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the easement or any part thereof, by, through or under Grantor, but not otherwise, subject to the exceptions set forth above.

When the context requires, singular nouns and pronouns include the plural.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

GRANTOR:

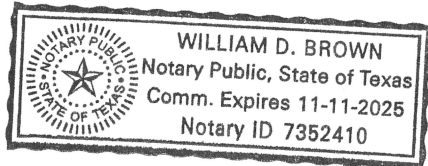
13100 FM 973, Inc., a Texas corporation

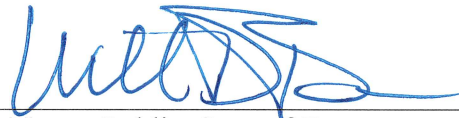
By: 
Edward S. Butler, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of November, 2023, by Edward S. Butler, President of 13100 FM 973, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)




Notary Public, State of Texas

ACCEPTED BY GRANTEE:**City of Manor, Texas**

By: _____
 Dr. Christopher Harvey, Mayor

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 the City of Manor, Texas, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

 Notary Public-State of Texas

AFTER RECORDING RETURN TO:

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

EXHIBIT "A"
Easement Property

[Attached]



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

EXHIBIT "A" METES AND BOUNDS DESCRIPTION

BEING 0.7180 OF ONE ACRE (31,276 SQUARE FEET) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE GREENBURY GATES SURVEY, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 68.497 ACRE TRACT OF LAND DESCRIBED IN A CORRECTION GENERAL WARRANTY DEED TO 13100 FM 973, INC., RECORDED IN DOCUMENT NO. 2022099322 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped "HOLT CARSON" found at the intersection of the existing Northerly right-of-way line of US Highway 290 E (R.O.W. Varies) and the existing Westerly right-of-way line of FM 973 (200' R.O.W.), for a Southeasterly corner of said 68.497 acre tract;

THENCE **South 87°11'04" West** with the Northerly right-of-way line of said US Highway 290 E and the common Southerly line of said 68.497 acre tract, a distance of **464.87** feet to a Calculated Point;

THENCE over and across said 68.497 acre tract, the following five (5) courses and distances:

1. Along a curve to the **Right** having a radius of **25.00** feet, an arc length of **39.27** feet, a delta angle of **90°00'00"**, and a chord which bears **North 47°48'56" West**, a distance of **35.36** feet to a Calculated Point;
2. **North 02°48'56" West** a distance of **30.00** feet to a Calculated Point;
3. **North 87°11'04" East**, a distance of **540.03** feet to a Calculated Point;
4. **North 59°10'21" East** a distance of **108.97** feet to a Calculated Point; and
5. **South 27°43'40" West** a distance of **47.92** feet to a Calculated Point in the existing Westerly right-of-way line of said FM 973 and the common Easterly line of said 68.497 acre tract, from which a 1/2-inch rebar with cap stamped "ASH 5687" found in the existing Westerly right-of-way line of said FM 973, for a Southeasterly corner of said 68.497 acre tract bears **North 59°10'21" East** a distance of **57.51** feet;

THENCE South 59°10'21" West with the existing Westerly right-of-way line of said FM 973 and the common Easterly line of said 68.497 acre tract, a distance of **138.19** feet to the **POINT OF BEGINNING** and containing 0.7180 of one acre (31,276 Sq. Ft.) of land, more or less.

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). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00007552.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date.

 06/01/2023

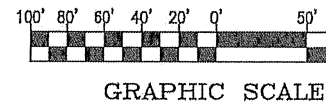
Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 21-044

Attachments: K:\21044 - LJA Butler Manor\CAD\DWGs\LJA Butler Manor DE WE WWE.dwg

LEGEND



Item 2.

- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "HOLT CARSON"
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

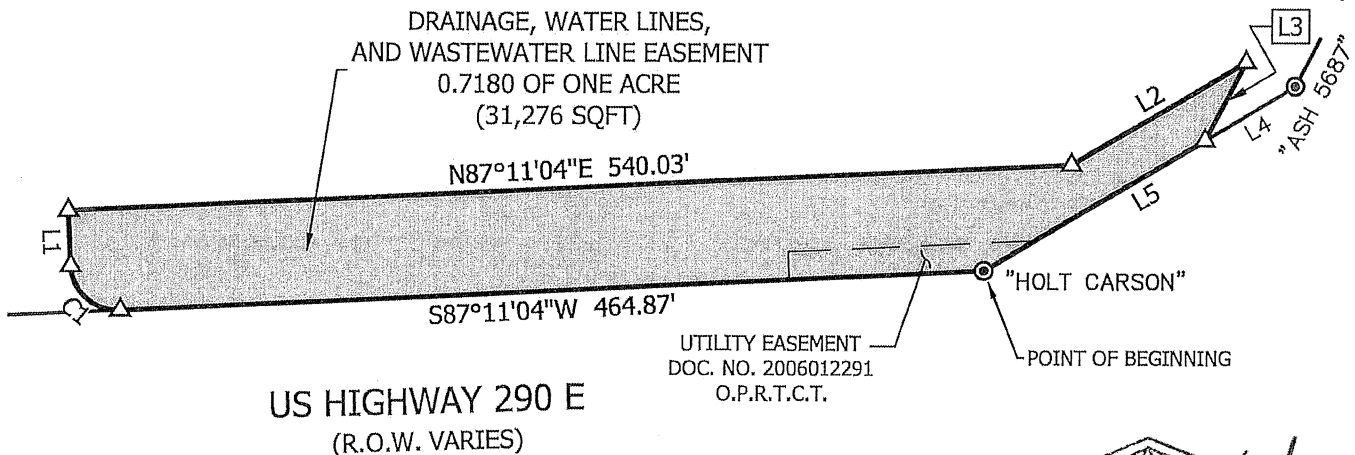
| LINE TABLE | | |
|------------|-------------|----------|
| LINE # | BEARING | DISTANCE |
| L1 | N02°48'56"W | 30.00' |
| L2 | N59°10'21"E | 108.97' |
| L3 | S27°43'40"W | 47.92' |
| L4 | N59°10'21"E | 57.51' |
| L5 | S59°10'21"W | 138.19' |

GREENBURY GATES SURVEY ABSTRACT NO. 315

13100 FM 973, INC.
(68.497 ACRES)
DOC. NO. 2022099322
O.P.R.T.C.T.

| CURVE TABLE | | | | | |
|-------------|--------|--------|-----------|---------------|--------|
| CURVE # | RADIUS | LENGTH | DELTA | CHORD BEARING | CHORD |
| C1 | 25.00' | 39.27' | 90°00'00" | N47°48'56"W | 35.36' |

FM 973
(200' R.O.W.)

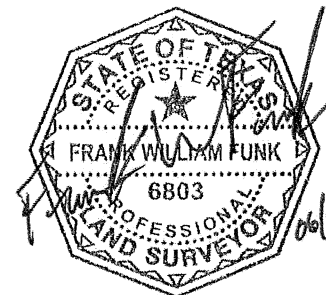


GENERAL NOTES:

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 AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00007552.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.



| | |
|---|------------------|
| JOB NUMBER: 21-044 | DATE: 05/30/2023 |
| PROJECT NAME: LJA BUTLER MANOR | |
| DRAWING NAME: LJA BUTLER MANOR DE WE WWE | |
| DRAWING FILE PATH: K:\21044 - LJA BUTLER MANOR\CAD\DWGS\EASEMENTS | |
| METES AND BOUNDS FILE PATH: K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS | |
| RPLS: FWF | TECH: JDE |
| PARTY CHIEF: N/A | CHK BY: HAS |
| SHEET 03 of 03 | SCALE: 1"=100' |

LSI LANDESIGN SERVICES, INC.

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

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**WATER, WASTEWATER, DRAINAGE
AND ACCESS EASEMENT**

DATE: November 15, 2023

GRANTOR: 13100 FM 973, INC., a Texas corporation

GRANTOR'S MAILING ADDRESS:

2705 Bee Caves Road, Suite 210
Austin, Texas 78746

WATER/WASTEWATER GRANTEE: The City of Manor, Texas, a Texas home rule municipal corporation

ACCESS GRANTEES: (i) the owners of Lots in the Subdivision, excluding the owners of Lot 1A, Block A, Lot 1B, Block A, and Lot 1, Block B ("Lot Owners"); (ii) persons entitled to the use and occupancy of any portion of any Lot under any lease, sublease, license, concession or other similar agreement ("Occupants"); (iii) the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees and licensees of the Lot Owners and/or Occupants; and (iv) any governmental authority, including but not limited to, The City of Manor, Texas, a Texas home rule municipal corporation.

DRAINAGE GRANTEES: The City of Manor, Texas, a Texas home rule municipal corporation, the Lot Owners and the Occupants.

GRANTEES: Collectively, the Water/Wastewater Grantee, the Drainage Grantees and the Access Grantees.

GRANTEES' ADDRESS:

City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, Texas 78653
Travis County

SUBDIVISION: Manor Crossing, a proposed subdivision in Manor, Travis County, Texas, graphically shown on the Manor Crossing Preliminary Plan prepared by LJA Engineering, Inc., under Job No. A512-1004 approved by the City of Manor on October 12, 2022, under the City's File No. 2022-P-1447-PP. Upon the recording of the Final Plat for Manor Crossing in the Official Public Records of Travis County, Texas, the description of the Subdivision will be automatically updated to be Manor Crossing, a subdivision in Travis County, Texas, according to the plat recorded in the Official Public Records of Travis County, Texas.

LOT: Any Lot in the Subdivision.

CONSIDERATION: Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY: The Easement Property is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes. A map showing the location of the Easement Property is also included in Exhibit "A".

GRANT OF WATER/WASTEWATER EASEMENT

Grantor, for the Consideration, grants, bargains, sells and conveys unto Water/Wastewater Grantee, its successors and assigns, a perpetual, non-exclusive easement and right-of-way for the purpose of laying, erecting, constructing, operating, repairing, replacing, upgrading, enlarging, relocating and maintaining underground water and wastewater facilities, and any and all related appurtenances, including, without limitation, all necessary lines, pipes, valves, fittings, devices, manholes, vents, meters and any other appurtenances (the water and wastewater facilities and related appurtenances being referred to collectively as the "Water/Wastewater Facilities") under, across, and through the Easement Property (the foregoing grant and rights being collectively referred to herein as the "Water/Wastewater Easement"), to have and to hold to Water/Wastewater Grantee and its successors or assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend this Water/Wastewater Easement to Water/Wastewater Grantee and its successors and assigns against every person whomever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

Grantor reserves the right to use the Easement Property for all purposes that do not unreasonably interfere with or prevent Water/Wastewater Grantee's use of the Easement Property as provided herein. Specifically, and without limiting the generality of the foregoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, utilities, drainage, landscape irrigation, signs and landscaping on, in, under, over and across the Easement Property, so long as such use does not unreasonably interfere with or prevent Water/Wastewater Grantee's use of the Easement Property as provided herein. Grantor may not construct any buildings or structures on the Easement Property.

Water/Wastewater Grantee will maintain the Water/Wastewater Facilities in a state of good repair and efficiency so that no unreasonable damages will result from its use to the Grantor or the Lot Owners. Water/Wastewater Grantee shall restore the surface of the land described above as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the land described above that were removed as a result of such work.

GRANT OF ACCESS EASEMENT

Grantor, for the Consideration, grants, bargains, sells and conveys unto Access Grantees, their successors and assigns, a perpetual, non-exclusive easement and right-of-way for ingress and egress by vehicular and pedestrian traffic upon, over, across and through the Easement Property (the foregoing grant and rights being collectively referred to herein as the “**Access Easement**”), to have and to hold to Access Grantees and Access Grantees’ heirs, legal representatives, successors and assigns forever. Grantor binds Grantor and Grantor’s successors and assigns to warrant and forever defend this Access Easement to Access Grantees and Access Grantees’ heirs, legal representatives successors and assigns against every person whomever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

Grantor reserves the right to use the Easement Property for all purposes that do not unreasonably interfere with or prevent Access Grantees’ use of the Easement Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, utilities, drainage, landscape irrigation, signs and landscaping on, in, under, over and across the Easement Property, so long as such use does not unreasonably interfere with or prevent Access Grantees’ use of the Easement Property as provided herein. Grantor may not construct any buildings or structures on the Easement Property.

The Access Easement is subject to the terms and conditions of the Amended and Restated Declaration of Covenants, Restrictions and Reciprocal Easements executed by Grantor, as Declarant, affecting the Subdivision, and recorded in the Official Public Records of Travis County, Texas (“**Declaration**”). Pursuant to the Declaration, the Association (defined in the Declaration) is responsible for repairs and maintenance to the Internal Roads (defined in the Declaration), which Internal Roads are located on the Access Easement, constructed or caused to be constructed by Grantor over and across the Easement Property in accordance with the Declaration.

GRANT OF DRAINAGE EASEMENT

Grantor, for the Consideration, grants, bargains, sells and conveys unto Drainage Grantees, their successors and assigns, a perpetual, non-exclusive easement and right-of-way for the purpose of (a) operation, use, inspection of any drainage facilities, including without limitation underground drainage pipes, and other related fixtures, appurtenances, equipment, and fittings incidental thereto, that are installed, constructed or placed within the Easement Property (collectively, the “**Drainage Facilities**”); and (b) drainage and detention of natural storm water in, over, under, through and

across the Easement Property (the foregoing grant and rights being collectively referred to herein as the “**Drainage Easement**”), to have and to hold to the Drainage Grantees and Drainage Grantees’ heirs, legal representatives, successors and assigns forever. Grantor binds Grantor and Grantor’s successors and assigns to warrant and forever defend this Drainage Easement to Drainage Grantees and their successors and assigns against every person whomever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

Grantor reserves the right to use the Easement Property for all purposes that do not unreasonably interfere with or prevent Drainage Grantees’ use of the Easement Property as provided herein. Specifically, and without limiting the generality of the foregoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, utilities, drainage, landscape irrigation, signs and landscaping on, in, under, over and across the Easement Property, so long as such use does not unreasonably interfere with or prevent Drainage Grantees’ use of the Easement Property as provided herein. Grantor may not construct any buildings or structures on the Easement Property.

The Drainage Easement is subject to the terms and conditions of the Declaration. Pursuant to the Declaration, the Association (defined in the Declaration) is responsible for repairs and maintenance to the Drainage Facilities constructed by Grantor over, under and across the Easement Property in accordance with the Declaration.

MISCELLANEOUS

Notwithstanding anything herein to the contrary, these easements are made by Grantor and accepted by Grantees subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interest and royalty interest, if any, relating to the Easement Property, to the extent that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Travis County, Texas or are apparent on the Easement Property.

This instrument together with other provisions of this grant shall constitute a covenant running with the land for the benefit of Grantor, Grantees, and their successors, and assigns.

This instrument and the rights of Grantees hereunder may be assigned only to a political subdivision of the State of Texas or other Texas governmental entity. Any such assignment of the Easement and the rights of Grantees hereunder must include an express assumption by the assignee of the obligations set forth herein.

Any amendment or modification of this instrument must be in writing and duly executed and delivered by the City of Manor, Texas and the Association.

The Grantees and the Grantor, or their respective successors in title and assigns, may enforce this instrument in a legal or equitable action brought in a court of competent jurisdiction.

This instrument may be executed in multiple counterparts, each of which will be deemed an original and all of which shall constitute one agreement. Signatures to any counterpart shall be deemed to be signatures to, and may be appended or attached to, any other counterpart.

This instrument sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements, whether written or oral.

This instrument shall be governed by the laws of the State of Texas.

If any term or provision of this instrument or the performance thereof shall to any extent be invalid or unenforceable, such invalidity or unenforceability shall not effect or render invalid or enforceable any other provision of this instrument, and there shall be substituted for such invalid or unenforceable term or provision a term or provision with a meaning as near thereto as is reasonably practicable which is not invalid or unenforceable and this instrument shall be valid and enforced to the fullest extent permitted by law.

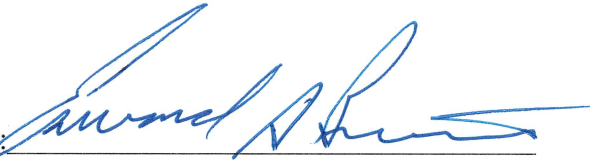
Nothing herein, express or implied, shall confer upon any person, other than the Grantor and Grantees and their successors and permitted assigns, any rights or remedies under or by reason of this instrument. No easements, except those expressly set forth herein shall be implied by this instrument.

When the context requires, singular nouns and pronouns include the plural.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE(S) ON FOLLOWING PAGE.*

GRANTOR:

13100 FM 973, Inc., a Texas corporation

By: 
 Edward S. Butler, President

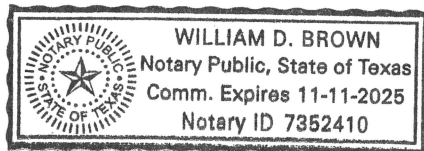
THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 15th day of November, 2023,
 by Edward S. Butler, President of 13100 FM 973, Inc., a Texas corporation, on behalf of said
 corporation.

(SEAL)




Notary Public, State of Texas

ACCEPTED:

City of Manor, Texas

By: _____
Dr. Christopher Harvey, Mayor

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 the City of Manor, Texas, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

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

EXHIBIT "A"
Description of Easement Property



10090 W Highway 29 | Liberty Hill, Texas 78642

TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 4.832 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE GREENBURY GATES SURVEY, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 68.497 ACRE TRACT OF LAND DESCRIBED IN A CORRECTION GENERAL WARRANTY DEED TO 13100 FM 973, INC., RECORDED IN DOCUMENT NO. 2022099322 AND FURTHER CORRECTED IN DOCUMENT NO. 2022135463, BOTH OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar found in the existing Northerly right-of-way line of US Highway 290 E (R.O.W. Varies) being the Southerly common corner of said 68.497 acre tract and of an abandoned County Road, from which a Texas Department of Transportation (TxDOT) Type I concrete monument found in the existing Northerly right-of-way line of said US Highway 290 E for the Southerly common corner of said abandoned County Road and of Lot 2, SHADOWGLEN BOULEVARD COMMERCIAL, SECTION A, a subdivision of record in Document No. 200500111 of said O.P.R.T.C.T., bears North 37°44'19" West a distance of 21.71 feet;

THENCE North 87°11'04" East with the existing Northerly right-of-way line of said US Highway 290 E and the common Southerly line of said 68.497 acre tract, a distance of 58.29 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE over and across said 68.497 acre tract, the following forty-three (43) courses and distances:

1. **North 28°07'02" East** a distance of **1,134.20** feet to a Calculated Point;
2. **North 04°03'25" East** a distance of **38.94** feet to a Calculated Point; and
3. **North 27°46'14" East** a distance of **329.58** feet to a Calculated Point, from which a 1/2-inch rebar with cap stamped "HR Green" found in the Easterly line of a called 4.147 acre tract of land described in a Dedication Deed to Travis County Municipal Utility District No. 2, recorded in Document No. 2005232936 in said O.P.R.T.C.T., for the Westerly common corner of said 68.497 acre tract and of a called 11.842 acre tract of land described in a Special Warranty Deed to GCP XXXII, LTD., recorded in Document No. 2022135262 of said O.P.R.T.C.T., bears North 23°31'38" East a distance of 675.74 feet;
4. **South 62°17'10" East** a distance of **31.00** feet to a Calculated Point;



5. **South 27°46'14" West** a distance of **323.10** feet to a Calculated Point;
6. **South 04°03'25" West** a distance of **39.04** feet to a Calculated Point;
7. **South 28°07'02" West** a distance of **459.64** feet to a Calculated Point;
8. **North 86°45'08" East** a distance of **10.54** feet to a Calculated Point;
9. **South 28°07'02" West** a distance of **353.74** feet to a Calculated Point;
10. **North 87°11'04" East** a distance of **788.62** feet to a Calculated Point;
11. Along a curve to the **Left** having a radius of **20.00** feet, an arc length of **30.75** feet, a delta angle of **88°06'02"**, and a chord which bears **North 43°08'03" East**, a distance of **27.81** feet to a Calculated Point;
12. Along a curve to the **Right** having a radius of **819.00** feet, an arc length of **409.24** feet, a delta angle of **28°37'48"**, and a chord which bears **North 13°23'56" East**, a distance of **405.00** feet to a Calculated Point;
13. **North 27°42'50" East** a distance of **958.06** feet to a Calculated Point;
14. **South 62°02'58" East** a distance of **73.10** feet to a Calculated Point;
15. Along a curve to the **Left** having a radius of **23.00** feet, an arc length of **36.22** feet, a delta angle of **90°14'12"**, and a chord which bears **South 72°49'56" West**, a distance of **32.59** feet to a Calculated Point;
16. **South 27°42'50" West** a distance of **363.07** feet to a Calculated Point;
17. Along a curve to the **Left** having a radius of **23.00** feet, an arc length of **36.13** feet, a delta angle of **90°00'00"**, and a chord which bears **South 17°17'10" East**, a distance of **32.53** feet to a Calculated Point;
18. **South 62°17'10" East** a distance of **197.00** feet to a Calculated Point;
19. Along a curve to the **Left** having a radius of **23.00** feet, an arc length of **16.34** feet, a delta angle of **40°42'21"**, and a chord which bears **South 82°38'20" East**, a distance of **16.00** feet to a Calculated Point;
20. **South 27°42'50" West** a distance of **61.13** feet to a Calculated Point;
21. Along a curve to the **Left** having a radius of **23.00** feet, an arc length of **16.34** feet, a delta angle of **40°42'21"**, and a chord which bears **North 41°56'00" West**, a distance of **16.00** feet to a Calculated Point;

22. **North 62°17'10" West** a distance of **197.00** feet to a Calculated Point;
23. Along a curve to the **Left** having a radius of **23.00** feet, an arc length of **36.13** feet, a delta angle of **90°00'00"**, and a chord which bears **South 72°42'50" West**, a distance of **32.53** feet to a Calculated Point;
24. **South 27°42'50" West** a distance of **263.00** feet to a Calculated Point;
25. Along a curve to the **Left** having a radius of **23.00** feet, an arc length of **36.13** feet, a delta angle of **90°00'00"**, and a chord which bears **South 17°17'10" East**, a distance of **32.53** feet to a Calculated Point;
26. **South 62°17'10" East** a distance of **212.00** feet to a Calculated Point;
27. **South 27°42'50" West** a distance of **50.00** feet to a Calculated Point;
28. **North 62°17'10" West** a distance of **212.00** feet to a Calculated Point;
29. Along a curve to the **Left** having a radius of **23.00** feet, an arc length of **36.13** feet, a delta angle of **90°00'00"**, and a chord which bears **South 72°42'50" West**, a distance of **32.53** feet to a Calculated Point;
30. **South 27°42'50" West** a distance of **116.68** feet to a Calculated Point;
31. Along a curve to the **Left** having a radius of **769.00** feet, an arc length of **63.48** feet, a delta angle of **04°43'48"**, and a chord which bears **South 25°20'56" West**, a distance of **63.47** feet to a Calculated Point;
32. Along a curve to the **Left** having a radius of **23.00** feet, an arc length of **37.61** feet, a delta angle of **93°41'21"**, and a chord which bears **South 23°51'38" East**, a distance of **33.56** feet to a Calculated Point;
33. **South 70°42'19" East** a distance of **211.04** feet to a Calculated Point;
34. Along a curve to the **Left** having a radius of **534.00** feet, an arc length of **50.02** feet, a delta angle of **05°22'00"**, and a chord which bears **South 19°17'41" West**, a distance of **50.00** feet to a Calculated Point;
35. **North 70°42'19" West** a distance of **211.04** feet to a Calculated Point;
36. Along a curve to the **Left** having a radius of **23.00** feet, an arc length of **37.61** feet, a delta angle of **93°41'21"**, and a chord which bears **South 62°27'01" West**, a distance of **33.56** feet to a Calculated Point;

37. Along a curve to the **Left** having a radius of **769.00** feet, an arc length of **218.68** feet, a delta angle of **16°17'36"**, and a chord which bears **South 07°27'32" West**, a distance of **217.95** feet to a Calculated Point;
38. Along a curve to the **Left** having a radius of **20.00** feet, an arc length of **32.16** feet, a delta angle of **92°07'40"**, and a chord which bears **South 46°45'06" East**, a distance of **28.80** feet to a Calculated Point;
39. **North 87°11'04" East** a distance of **214.54** feet to a Calculated Point;
40. Along a curve to the **Left** having a radius of **534.00** feet, an arc length of **7.81** feet, a delta angle of **00°50'16"**, and a chord which bears **South 02°23'48" East**, a distance of **7.81** feet to a Calculated Point;
41. **South 02°48'56" East** a distance of **32.19** feet to a Calculated Point;
42. **South 87°11'04" West** a distance of **555.00** feet to a Calculated Point;
43. Along a curve to the **Left** having a radius of **27.50** feet, an arc length of **43.20** feet, a delta angle of **90°00'00"**, and a chord which bears **South 42°11'04" West**, a distance of **38.89** feet to a Calculated Point;
44. **South 02°48'56" East** a distance of **188.49** feet to a Calculated Point; and
45. Along a curve to the **Left** having a radius of **27.50** feet, an arc length of **9.18** feet, a delta angle of **19°07'58"**, and a chord which bears **South 12°22'55" East**, a distance of **9.14** feet to a Calculated Point in the Southerly line of said 68.497 acre tract and the common existing Northerly right-of-way line of said US Highway 290 E, from which a 1/2-inch rebar with cap stamped "HOLT CARSON" found for the intersection of the existing Northerly right-of-way line of US Highway 290 and the existing Westerly right-of-way line of FM 973 (200' R.O.W.), bears North 87°11'04" East a distance of 1184.85 feet;

THENCE **South 87°11'04" West** with the Southerly line of said 68.497 acre tract and the common existing Northerly right-of-way line of said US Highway 290 E, a distance of **36.52** feet to a Calculated Point;

THENCE over and across said 68.497 acre tract, the following five (5) courses and distances:


1. **North 02°48'56" West** a distance of **197.50** feet to a Calculated Point;
2. Along a curve to the **Left** having a radius of **27.50** feet, an arc length of **43.20** feet, a delta angle of **90°00'00"**, and a chord which bears **North 47°48'56" West**, a distance of **38.89** feet to a Calculated Point;
3. **South 87°11'04" West** a distance of **472.12** feet to a Calculated Point;

4. **South 28°07'02" West** a distance of **195.00** feet to a Calculated Point; and
5. Along a curve to the **Left** having a radius of **45.00** feet, an arc length of **63.76** feet, a delta angle of **81°11'01"**, and a chord which bears **South 12°28'10" East**, a distance of **58.56** feet to a Calculated Point in the Southerly line of said 68.497 acre tract and the common existing Northerly right-of-way line of said US Highway 290 E;

THENCE **South 87°11'04" West** with the Southerly line of said 68.497 acre tract and the common existing Northerly right-of-way line of said US Highway 290 E, a distance of **91.06** feet to the **POINT OF BEGINNING** and containing 4.832 acres of land, more or less.

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). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00007552.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date.

 11/13/2023
 Frank W. Funk
 Registered Professional Land Surveyor
 State of Texas No. 6803



Job Number: 21-044

Attachments: K:\21044 – LJA Butler Manor\CAD\DWGs\Easements\LJA Butler Manor Water WW Access DE Esmt.dwg

LEGEND

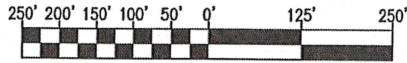
- TX.D.O.T. TYPE I MONUMENT FOUND
- 1/2-INCH REBAR FOUND (OR AS NOTED)
- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "CHAPARRAL" FOUND (OR AS NOTED)
- △ CALCULATED POINT NOT SET

O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

R.O.W. RIGHT-OF-WAY

P.U.E. PUBLIC UTILITY EASEMENT

D.E. DRAINAGE EASEMENT



GRAPHIC SCALE

TRAVIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 2
(4.147 ACRES)
DOC. NO. 2005232936
O.P.R.T.C.T.

GCP XXXII, LTD.
(11.842 ACRES)
DOC. NO. 2022135262
O.P.R.T.C.T.

GREENBURY GATES SURVEY
ABSTRACT NO. 315

LOT 1
SHADOWGLEN GOLF
COURSE
FINAL PLAT
DOC. NO. 200300186
O.P.R.T.C.T.

WATER/WASTEWATER/DE/
ACCESS EASEMENT
4.832 ACRES

13100 FM 973, INC.
(68.497 ACRES)
DOC. NO. 2022099322
DOC. NO. 2022135463
O.P.R.T.C.T.

COUNTY ROAD
(ABANDONED)

US HIGHWAY 290 E
(R.O.W. VARIES)

"HOLT CARLSON"
FM 973
(200' R.O.W.)

JOB NUMBER: 21-044

DATE: 11/10/2023

PROJECT NAME: LJA BUTLER MANOR

DRAWING NAME: LJA BUTLER MANOR WATER WW ACCESS DE ESMT

DRAWING FILE PATH:

K:\21044 - LJA BUTLER MANOR\CAD\DWGS

METES AND BOUNDS FILE PATH:

K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS

RPLS: FWF TECH: JRM PARTY CHIEF: N/A CHK BY: HAS

SHEET 06 of 11 FIELDBOOKS N/A SCALE: 1" = 250'

LSI LANDESIGN SERVICES, INC.

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

SHEET 8
MATCH LINE SHEET 7SHEET 9
MATCH LINE SHEET 7LOT 2
SHADOWGLEN BOULEVARD
COMMERCIAL, SECTION 4
FINAL PLAT
DOCUMENT NO. 200500111
O.P.R.T.C.T.13100 FM 973, INC.
(68.497 ACRES)
DOC. NO. 2022099322
DOC. NO. 2022135463
O.P.R.T.C.T.

N87°11'04"E 788.62'

S87°11'04"W 472.12'

WATER/WASTEWATER/DE/
ACCESS EASEMENT
4.832 ACRESGREENBURY GATES SURVEY
ABSTRACT NO. 315COUNTY ROAD
(ABANDONED)

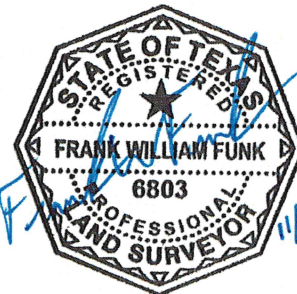
N28°07'02"E 1134.20'

S28°07'02"W 195.00'

L1 L2 L12
POINT OF BEGINNING
POINT OF COMMENCINGUS HIGHWAY 290 E
(R.O.W. VARIES)

LEGEND

- TX.D.O.T. TYPE I MONUMENT FOUND
- 1/2-INCH REBAR FOUND (OR AS NOTED)
- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "HR GREEN" 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.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT



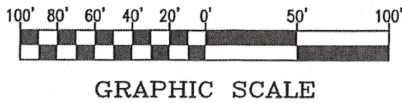
GRAPHIC SCALE

*SEE SHEET 11 FOR NOTES AND LINE AND CURVE TABLES

| | | | |
|--|-----------|------------------|-------------|
| JOB NUMBER: 21-044 | | DATE: 11/10/2023 | |
| PROJECT NAME: LJA BUTLER MANOR | | | |
| DRAWING NAME: LJA BUTLER MANOR WATER WW ACCESS DE ESMT | | | |
| DRAWING FILE PATH: | | | |
| K:\21044 - LJA BUTLER MANOR\CAD\DWGS | | | |
| METES AND BOUNDS FILE PATH: | | | |
| K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS | | | |
| RPLS: FWF | TECH: JRM | PARTY CHIEF: N/A | CHK BY: HAS |
| SHEET 07 of 11 | | FIELDBOOKS N/A | |
| | | SCALE: 1" = 100' | |

LSI LANDESIGN SERVICES, INC.

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



TRAVIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 2
(4.147 ACRES)
DOC. NO. 2005232936
O.P.R.T.C.T.

GREENBURY GATES SURVEY
ABSTRACT NO. 315

LOT 1
SHADOWGLEN GOLF COURSE
FINAL PLAT
DOC. NO. 200300186
O.P.R.T.C.T.

13100 FM 973, INC.
(68.497 ACRES)
DOC. NO. 2022099322
DOC. NO. 2022135463
O.P.R.T.C.T.

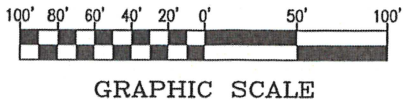
WATER/WASTEWATER/DE/
ACCESS EASEMENT
4.832 ACRES

SHEET 8
MATCH LINE SHEET 7

| | | | |
|---|-----------|------------------|-------------|
| JOB NUMBER: 21-044 | | DATE: 11/10/2023 | |
| PROJECT NAME: LJA BUTLER MANOR | | | |
| DRAWING NAME: LJA BUTLER MANOR WATER WW ACCESS DE ESMT | | | |
| DRAWING FILE PATH: K:\21044 - LJA BUTLER MANOR\CAD\DWGS | | | |
| METES AND BOUNDS FILE PATH: K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS | | | |
| RPLS: FWF | TECH: JRM | PARTY CHIEF: N/A | CHK BY: HAS |
| SHEET 08 of 11 | | FIELDBOOKS N/A | |
| | | SCALE: 1" = 100' | |

LSI LANDESIGN SERVICES, INC.

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

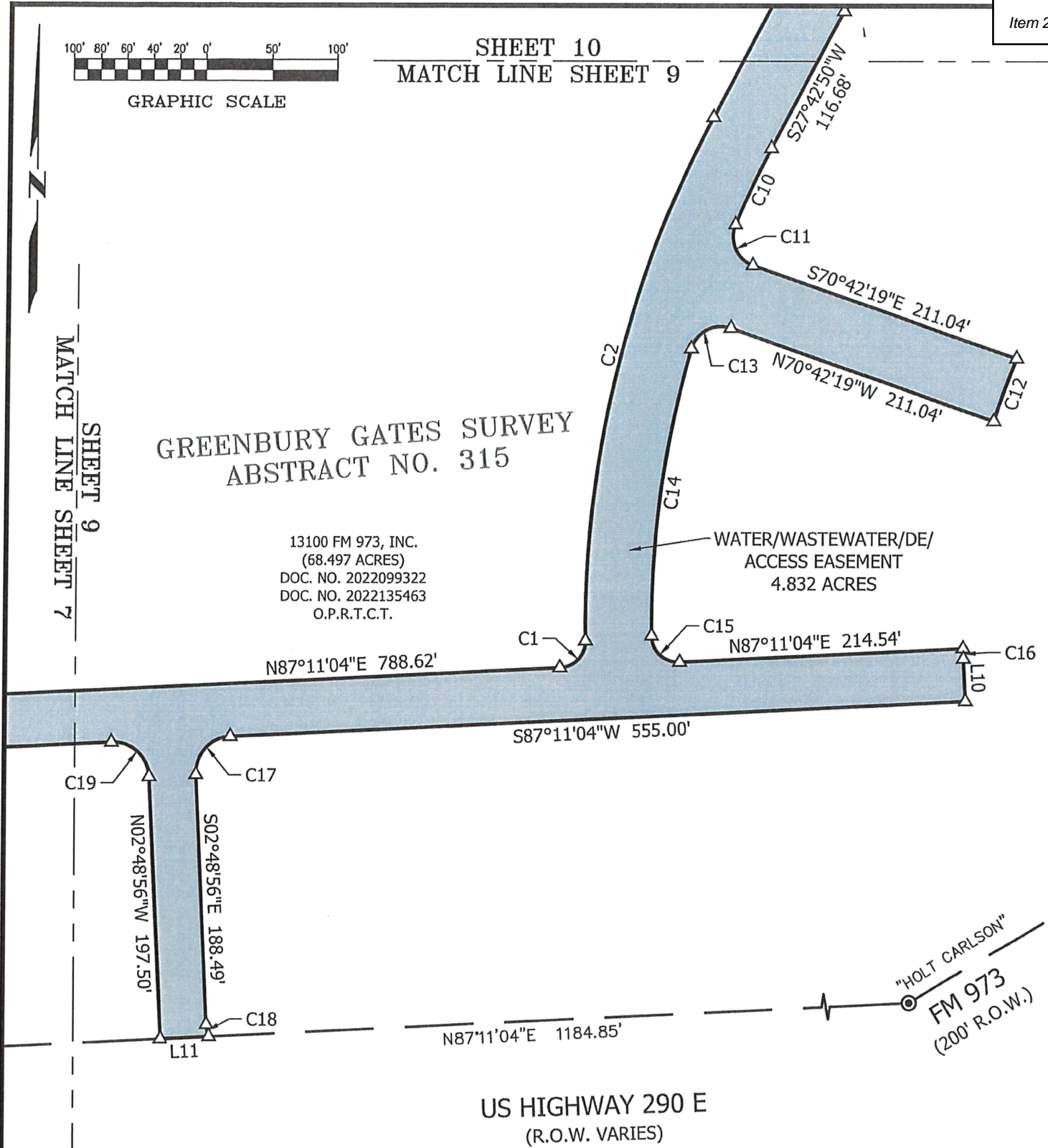


SHEET 10
MATCH LINE SHEET 9

SHEET 9
MATCH LINE SHEET 7

GREENBURY GATES SURVEY ABSTRACT NO. 315

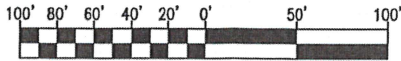
13100 FM 973, INC.
(68.497 ACRES)
DOC. NO. 2022099322
DOC. NO. 2022135463
O.P.R.T.C.T.



| | |
|--|------------------|
| JOB NUMBER: 21-044 | DATE: 11/10/2023 |
| PROJECT NAME: LJA BUTLER MANOR | |
| DRAWING NAME: LJA BUTLER MANOR WATER WW ACCESS DE ESMT | |
| DRAWING FILE PATH: | |
| K:\21044 - LJA BUTLER MANOR\CAD\DWGS | |
| METES AND BOUNDS FILE PATH: | |
| K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS | |
| RPLS: FWF | TECH: JRM |
| PARTY CHIEF: N/A | CHK BY: HAS |
| SHEET 9 of 11 | SCALE: 1" = 100' |

LSI LANDESIGN SERVICES, INC.

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



GRAPHIC SCALE

GREENBURY GATES SURVEY ABSTRACT NO. 315

13100 FM 973, INC.
(68.497 ACRES)
DOC. NO. 2022099322
DOC. NO. 2022135463
O.P.R.T.C.T.

WATER/WASTEWATER/DE/
ACCESS EASEMENT
4.832 ACRES

SHEET 10
MATCH LINE SHEET 9

JOB NUMBER: 21-044

DATE: 11/10/2023

PROJECT NAME: LJA BUTLER MANOR

DRAWING NAME: LJA BUTLER MANOR WATER WW ACCESS DE ESMT

DRAWING FILE PATH:

K:\21044 - LJA BUTLER MANOR\CAD\DWGS

METES AND BOUNDS FILE PATH:

K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS

RPLS: FWF TECH: JRM PARTY CHIEF: N/A CHK BY: HAS

SHEET 10 of 11

FIELDBOOKS N/A

SCALE: 1" = 100'

LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642

TBPELS FIRM NO. 10001800

512-238-7901

| LINE TABLE | | |
|------------|-------------|----------|
| LINE # | BEARING | DISTANCE |
| L1 | N37°44'19"W | 21.71' |
| L2 | N87°11'04"E | 58.29' |
| L3 | N04°03'25"E | 38.94' |
| L4 | S62°17'10"E | 31.00' |
| L5 | S04°03'25"W | 39.04' |
| L6 | N86°45'08"E | 10.54' |
| L7 | S62°02'58"E | 73.10' |
| L8 | S27°42'50"W | 61.13' |
| L9 | S27°42'50"W | 50.00' |
| L10 | S02°48'56"E | 32.19' |
| L11 | S87°11'04"W | 36.52' |
| L12 | S87°11'04"W | 91.06' |

| CURVE TABLE | | | | | |
|-------------|---------|---------|-----------|---------------|---------|
| CURVE # | RADIUS | LENGTH | DELTA | CHORD BEARING | CHORD |
| C1 | 20.00' | 30.75' | 88°06'02" | N43°08'03"E | 27.81' |
| C2 | 819.00' | 409.24' | 28°37'48" | N13°23'56"E | 405.00' |
| C3 | 23.00' | 36.22' | 90°14'12" | S72°49'56"W | 32.59' |
| C4 | 23.00' | 36.13' | 90°00'00" | S17°17'10"E | 32.53' |
| C5 | 23.00' | 16.34' | 40°42'21" | S82°38'20"E | 16.00' |
| C6 | 23.00' | 16.34' | 40°42'21" | N41°56'00"W | 16.00' |
| C7 | 23.00' | 36.13' | 90°00'00" | S72°42'50"W | 32.53' |
| C8 | 23.00' | 36.13' | 90°00'00" | S17°17'10"E | 32.53' |
| C9 | 23.00' | 36.13' | 90°00'00" | S72°42'50"W | 32.53' |
| C10 | 769.00' | 63.48' | 4°43'48" | S25°20'56"W | 63.47' |
| C11 | 23.00' | 37.61' | 93°41'21" | S23°51'38"E | 33.56' |
| C12 | 534.00' | 50.02' | 5°22'00" | S19°17'41"W | 50.00' |
| C13 | 23.00' | 37.61' | 93°41'21" | S62°27'01"W | 33.56' |
| C14 | 769.00' | 218.68' | 16°17'36" | S07°27'32"W | 217.95' |
| C15 | 20.00' | 32.16' | 92°07'40" | S46°45'06"E | 28.80' |
| C16 | 534.00' | 7.81' | 0°50'16" | S02°23'48"E | 7.81' |
| C17 | 27.50' | 43.20' | 90°00'00" | S42°11'04"W | 38.89' |
| C18 | 27.50' | 9.18' | 19°07'58" | S12°22'55"E | 9.14' |
| C19 | 27.50' | 43.20' | 90°00'00" | N47°48'56"W | 38.89' |
| C20 | 45.00' | 63.76' | 81°11'01" | S12°28'10"E | 58.56' |

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 AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00007552.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

| | |
|---|------------------|
| JOB NUMBER: 21-044 | DATE: 11/10/2023 |
| PROJECT NAME: LJA BUTLER MANOR | |
| DRAWING NAME: LJA BUTLER MANOR WATER WW ACCESS DE ESMT | |
| DRAWING FILE PATH: K:\21044 - LJA BUTLER MANOR\CAD\DWGS | |
| METES AND BOUNDS FILE PATH: K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS | |
| RPLS: FWF | TECH: JRM |
| PARTY CHIEF: N/A | CHK BY: HAS |
| SHEET 11 of 11 | SCALE: 1" = 100' |

LSI LANDESIGN SERVICES, INC.

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 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.

**DRAINAGE EASEMENT
(Detention Pond D)**

Date: November 15, 2023

Grantor: 13100 FM 973, INC., a Texas corporation

Grantor's Address:

2705 Bee Caves Road, Suite 210
Austin, Texas 78746

Grantee: THE CITY OF MANOR, TEXAS
a Texas home rule municipal corporation

Grantee's Address (including county):

City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, Texas 78653
Travis County

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Easement Property: The Easement Property is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes. A map showing the location of the Easement Property is also included in Exhibit "A".

Easement Purpose: The easement expressly granted herein is for the purposes of: (a) operation, use, inspection of any drainage and detention facilities, including without limitation underground drainage pipes, swales, berms, ponds and other related fixtures, appurtenances, equipment, and fittings incidental thereto, that are installed, constructed or placed within the Easement Property (collectively, the "Facilities"), together with a right of ingress and egress to and from same, in, over, under, through and across the Easement Property; and (b) drainage and detention of natural storm water in, over, under, through and across the Easement Property.

Grant of Easement: Grantor for the Consideration paid to Grantor, does hereby GRANTS, SELLS AND CONVEYS and by these presents does GRANT, SELL AND CONVEY unto Grantee and Grantee's successors and assigns a non-exclusive, perpetual drainage easement in, over, under, through and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (the "Easement"). TO HAVE AND TO HOLD the Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby binds itself, its heirs, executors, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Easement herein granted, unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, by, through or under Grantor, but not otherwise, subject to the exceptions set forth below.

Covenants and Conditions: The Easement granted is subject to the following covenants and conditions:

1. Grantor reserves the right to use the Easement Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Easement Property as provided herein. The Association (hereinafter defined) shall be responsible for the cost of replacing such improvements in the event the Grantee removes or alters the improvements to exercise Grantee's rights hereunder. No buildings or structures may be constructed on the Easement Property.
2. The Easement is subject to the terms and conditions of the Amended and Restated Declaration of Covenants, Restrictions and Reciprocal Easements executed by Grantor, as Declarant, affecting the Subdivision, and recorded in the Official Public Records of Travis County, Texas ("Declaration"). Pursuant to the Declaration, the Association (defined in the Declaration) is responsible for repairs and maintenance to the Facilities constructed by Grantor over, across and under the Easement Property in accordance with the Declaration. The term "Subdivision" refers to Manor Crossing, a proposed subdivision in Manor, Travis County, Texas, graphically shown on the Manor Crossing Preliminary Plan prepared by LJA Engineering, Inc., under Job No. A512-1004 approved by the City of Manor on October 12, 2022, under the City's File No. 2022-P-1447-PP. Upon the recording of the Final Plat for Manor Crossing in the Official Public Records of Travis County, Texas, the description of the Subdivision will be automatically updated to be Manor Crossing, a subdivision in Travis County, Texas, according to the plat recorded under the applicable document number in the Official Public Records of Travis County, Texas.
3. This Easement is also for the benefit of all Lots in the Subdivision, excluding Lot 1A, Block A, Lot 1B, Block A, and Lot 1, Block B.
4. This Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Easement Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
5. The Easement and the rights of Grantee hereunder may be assigned only to a political

subdivision of the State of Texas or other Texas governmental entity. Any such assignment of the Easement and the rights of Grantee hereunder must include an express assumption by the assignee of the obligations set forth herein.

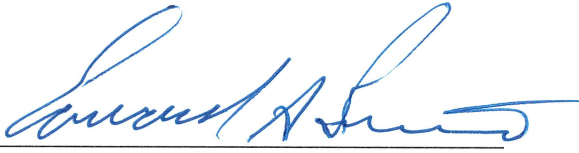
6. Any amendment or modification of this instrument must be in writing and duly executed and delivered by Grantor and Grantee, or their respective successors and assigns.
7. The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.
8. Any amendment or modification of this instrument must be in writing and duly executed and delivered by Grantor and Grantee, or their respective successors and assigns.
9. The Grantee and the Grantor, or their respective successors in title and assigns, may enforce this Easement in a legal or equitable action brought in a court of competent jurisdiction.
10. This Easement may be executed in multiple counterparts, each of which will be deemed an original and all of which shall constitute one agreement. Signatures to any counterpart shall be deemed to be signatures to, and may be appended or attached to, any other counterpart.
11. This Easement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements, whether written or oral.
12. This Easement shall be governed by the laws of the State of Texas.
13. If any term or provision of this Easement or the performance thereof shall to any extent be invalid or unenforceable, such invalidity or unenforceability shall not effect or render invalid or enforceable any other provision of this Easement, and there shall be substituted for such invalid or unenforceable term or provision a term or provision with a meaning as near thereto as is reasonably practicable which is not invalid or unenforceable and this Easement shall be valid and enforced to the fullest extent permitted by law.
14. Nothing herein, express or implied, shall confer upon any person, other than the Grantor and Grantee and their successors and permitted assigns, any rights or remedies under or by reason of this Easement. No easements, except those expressly set forth herein shall be implied by this Easement.
15. When the context requires, singular nouns and pronouns include the plural.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

GRANTOR:

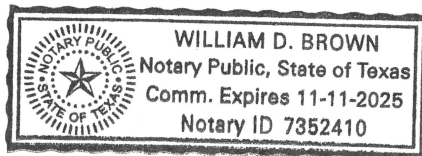
13100 FM 973, Inc., a Texas corporation

By: 
Edward S. Butler, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of November, 2023, by Edward S. Butler, President of 13100 FM 973, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)





Notary Public, State of Texas

ACCEPTED BY GRANTEE:**City of Manor, Texas**

By: _____
 Dr. Christopher Harvey, Mayor

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 the City of Manor, Texas, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

 Notary Public-State of Texas

AFTER RECORDING RETURN TO:

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

**EXHIBIT “A”
Easement Property**

[Attached]



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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 1.947 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE GREENBURY GATES SURVEY, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 68.497 ACRE TRACT OF LAND DESCRIBED IN A CORRECTION GENERAL WARRANTY DEED TO 13100 FM 973, INC., RECORDED IN DOCUMENT NO. 2022099322 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar found in the existing Northerly right-of-way line of US Highway 290 E (R.O.W. Varies) being the Southerly common corner of said 68.497 acre tract and of an abandoned County Road, from which a Texas Department of Transportation (TxDOT) Type I concrete monument found in the existing Northerly right-of-way line of said US Highway 290 E for the Southerly common corner of said abandoned County Road and of Lot 2, SHADOWGLEN BOULEVARD COMMERCIAL, SECTION A, a subdivision of record in Document No. 200500111 of said O.P.R.T.C.T., bears North 37°44'19" West a distance of 21.71 feet;

THENCE North 28°07'02" East with the Westerly line of said 68.497 acre tract and the common Easterly line of said abandoned County Road, a distance of 344.18 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE **North 28°07'02" East** continuing with the Westerly line of said 68.497 acre tract and the common Easterly line of said abandoned County Road, a distance of **23.32** feet to a Calculated Point, from which a 1/2-inch rebar with cap stamped "CHAPARRAL" found for a common corner of said 68.497 acre tract and of said abandoned County Road, bears North 28°07'02" East a distance of 798.57 feet;

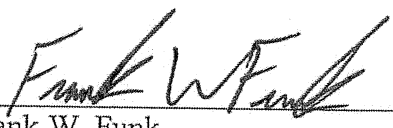
THENCE over and across said 68.497 acre tract, the following seven (7) courses and distances:

1. **North 87°11'04" East** a distance of **104.92** feet to a Calculated Point;
2. **North 28°07'02" East** a distance of **295.18** feet to a Calculated Point, from which a 1/2-inch rebar with cap stamped "CHAPARRAL" found for a common corner of said 68.497 acre tract and of said abandoned County Road, bears North 16°47'38" East a distance of 458.38 feet;
3. **North 86°45'08" East** a distance of **181.34** feet to a Calculated Point;

4. **South 02°48'56" East** a distance of **304.80** feet to a Calculated Point;
5. **South 87°11'04" West** a distance of **363.16** feet to a Calculated Point;
6. **North 28°07'02" East** a distance of **35.24** feet to a Calculated Point; and
7. **South 87°11'04" West** a distance of **104.92** feet to the **POINT OF BEGINNING** and containing 1.947 acres of land, more or less.

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). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.0000755219.

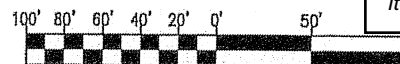
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date.

 06/09/2023
Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 21-044

Attachments: K:\21044 - LJA Butler Manor\CAD\DWGs\Easements\LJA Butler Manor Drainage Esmt.dwg



GRAPHIC SCALE

LOT 1
SHADOWGLEN GOLF COURSE
FINAL PLAT
DOC. NO. 200300186
O.P.R.T.C.T.

LOT 2
SHADOWGLEN BOULEVARD
COMMERCIAL, SECTION A
FINAL PLAT
DOCUMENT NO. 200500111
O.P.R.T.C.T.

COUNTY ROAD
(ABANDONED)

N28°07'02"E 344.18'

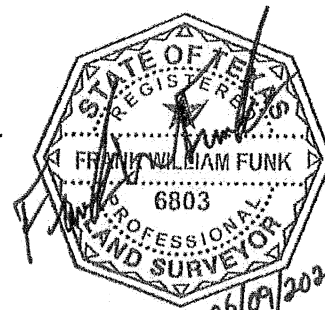
POINT OF BEGINNING

13100 FM 973, INC.
(68.497 ACRES)
DOC. NO. 2022099322
O.P.R.T.C.T.

GREENBURY GATES SURVEY
ABSTRACT NO. 315

POINT OF COMMENCING

US HIGHWAY 290 E
(R.O.W. VARIES)



*SEE SHEET 4 FOR LEGEND, LINE TABLE, AND NOTES

| | | | |
|--|----------------|------------------|-----------------|
| JOB NUMBER: 21-044 | | DATE: 06/09/2023 | |
| PROJECT NAME: LJA BUTLER MANOR | | | |
| DRAWING NAME: LJA BUTLER MANOR DRAINAGE ESMT | | | |
| DRAWING FILE PATH: | | | |
| K:\21044 - LJA BUTLER MANOR\CAD\DWGS | | | |
| METES AND BOUNDS FILE PATH: | | | |
| K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS | | | |
| RPLS: FWF | TECH: JRM | PARTY CHIEF: N/A | CHK BY: HAS |
| SHEET 03 of 04 | FIELDBOOKS N/A | | SCALE: 1"= 100' |

LSI LANDESIGN SERVICES, INC.

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

LEGEND

| | |
|--------------|---|
| ■ | TX.D.O.T. TYPE I MONUMENT FOUND |
| ● | 1/2-INCH REBAR FOUND (OR AS NOTED) |
| ⊙ | 1/2-INCH REBAR WITH CAP STAMPED "CHAPARRAL" 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.U.E. | PUBLIC UTILITY EASEMENT |
| D.E. | DRAINAGE EASEMENT |

| LINE TABLE | | |
|------------|-------------|----------|
| LINE # | BEARING | DISTANCE |
| L1 | N37°44'19"W | 21.71' |
| L2 | N28°07'02"E | 23.32' |
| L3 | N87°11'04"E | 104.92' |
| L4 | N28°07'02"E | 35.24' |
| L5 | S87°11'04"W | 104.92' |

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).

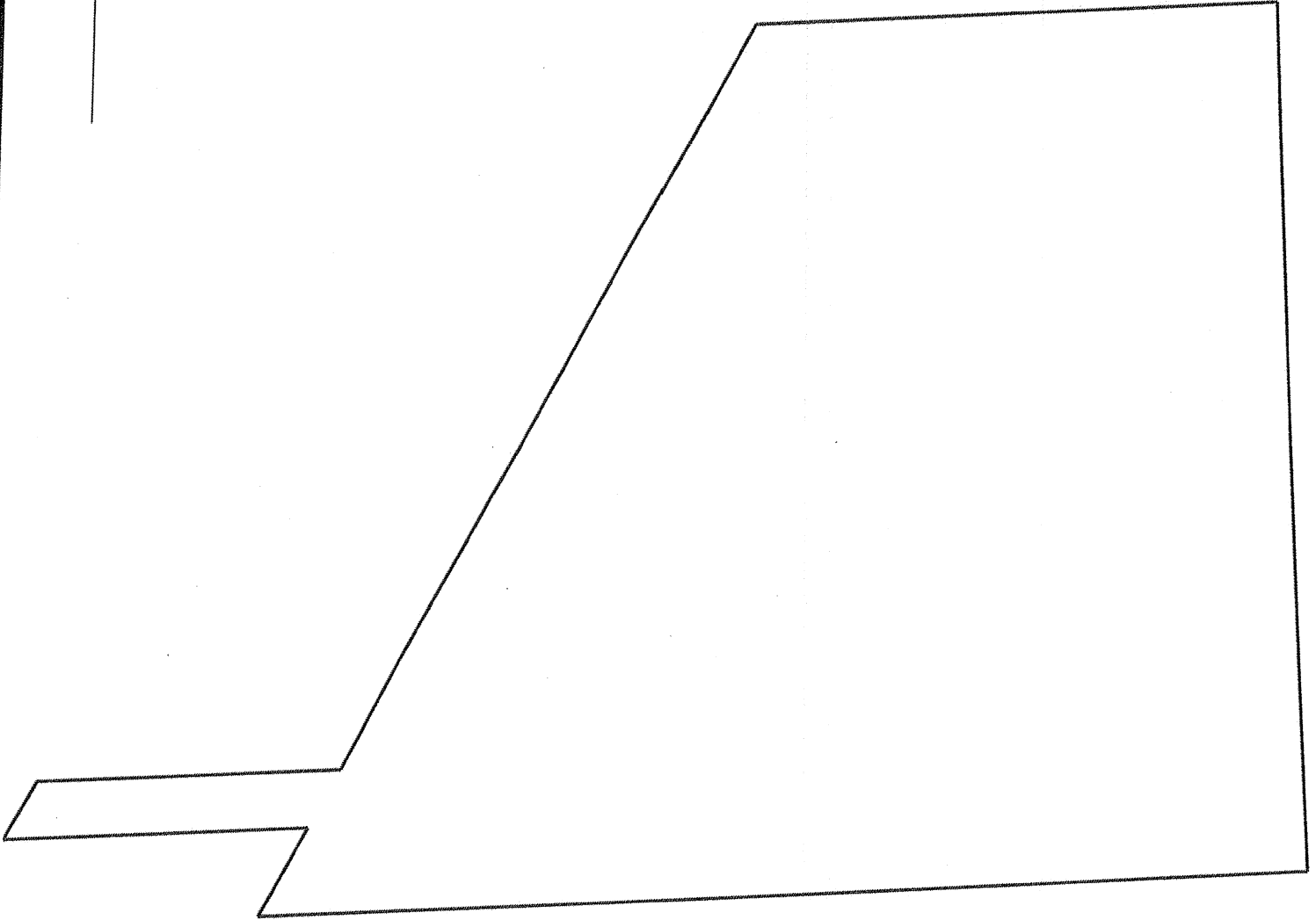
DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00007552.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

| | |
|---|------------------|
| JOB NUMBER: 21-044 | DATE: 06/09/2023 |
| PROJECT NAME: LJA BUTLER MANOR | |
| DRAWING NAME: LJA BUTLER MANOR DRAINAGE ESMT | |
| DRAWING FILE PATH: K:\21044 - LJA BUTLER MANOR\CAD\DWGS | |
| METES AND BOUNDS FILE PATH: K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS | |
| RPLS: FWF | TECH: JRM |
| PARTY CHIEF: N/A | CHK BY: HAS |
| SHEET 04 of 04 | SCALE: 1" = 100' |

LSI LANDESIGN SERVICES, INC.

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



6/9/2023

Scale: 1 inch= 58 feet

File: LJA Butler Manor Drainage Esmt.ndp

Tract 1: 1.9478 Acres (84832 Sq. Feet), Closure: n63.3117w 0.03 ft. (1/47902), Perimeter=1413 ft.

01 n28.0702e 23.32
 02 n87.1104e 104.92
 03 n28.0716e 295.18
 04 n86.4508e 181.34
 05 s02.4856e 304.8
 06 s87.1104w 363.16
 07 n28.0702e 35.24

08 s87.1104w 104.92

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.

DRAINAGE EASEMENT

Date: November 16, 2023

Grantor: GCP XXXII, LTD., a Texas limited partnership

Grantor's Address:

12750 Merit Drive, Suite 1175
Dallas, Texas 75251

Grantee: THE CITY OF MANOR, TEXAS
a Texas home rule municipal corporation

Grantee's Address (including county):

City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, Texas 78653
Travis County

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY: The Easement Property is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes. A map showing the location of the Easement Property is also included in Exhibit "A".

Easement Purpose: The easement expressly granted herein is for the purposes of operation, use, inspection of any underground drainage facilities, including without limitation underground drainage pipes, and other related fixtures, appurtenances, equipment, and fittings incidental thereto (collectively, the "**Drainage Facilities**"), and drainage and detention of natural storm water in, over, under, through and across the Easement Property.

Grant of Easement: Grantor for the Consideration paid to Grantor, does hereby GRANT, SELL AND CONVEY and by these presents does GRANT, SELL AND CONVEY unto Grantee and Grantee's successors and assigns a non-exclusive, perpetual easement in, over, under, through and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (the "**Easement**"). **TO HAVE AND TO HOLD** the Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind itself, its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Easement herein granted, unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the easement or any part thereof, by, through or under Grantor, but not otherwise, subject to the exceptions set forth below.

Covenants and Conditions: The Easement granted is subject to the following covenants and conditions:

1. Grantor reserves the right to use the Easement Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Easement Property as provided herein. Specifically, and without limiting the generality of the foregoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, surface parking improvements, drainage, landscape irrigation, fences, signs, and landscaping on, in, under, over and across the Easement Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Easement Property as provided herein. Grantor shall be responsible for the cost of replacing any improvements in the event the Grantee removes or alters any improvements to exercise Grantee's rights hereunder. Grantor may not construct any buildings or structures on the Easement Property.
2. Grantor will continuously maintain the Drainage Facilities in accordance with the requirements of the City of Manor (the Grantee) and in a good and functioning condition.
3. This Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Easement Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
4. The Easement and the rights of Grantee hereunder may be assigned only to a political subdivision of the State of Texas or other Texas governmental entity. Any such assignment of the Easement and the rights of Grantee hereunder must include an express assumption by the assignee of the obligations set forth herein.

5. Any amendment or modification of this instrument must be in writing and duly executed and delivered by Grantor and Grantee, or their respective successors and assigns.
6. The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.
7. The Grantee and the Grantor, or their respective successors in title and assigns, may enforce this Easement in a legal or equitable action brought in a court of competent jurisdiction.
8. This Easement may be executed in multiple counterparts, each of which will be deemed an original and all of which shall constitute one agreement. Signatures to any counterpart shall be deemed to be signatures to, and may be appended or attached to, any other counterpart.
9. This Easement sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements, whether written or oral.
10. This Easement shall be governed by the laws of the State of Texas.
11. If any term or provision of this Easement or the performance thereof shall to any extent be invalid or unenforceable, such invalidity or unenforceability shall not effect or render invalid or enforceable any other provision of this Easement, and there shall be substituted for such invalid or unenforceable term or provision a term or provision with a meaning as near thereto as is reasonably practicable which is not invalid or unenforceable and this Easement shall be valid and enforced to the fullest extent permitted by law.
12. Nothing herein, express or implied, shall confer upon any person, other than the Grantor and Grantee and their successors and permitted assigns, any rights or remedies under or by reason of this Easement. No easements, except those expressly set forth herein shall be implied by this Easement.
13. When the context requires, singular nouns and pronouns include the plural.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

GRANTOR:

GCP XXXII, LTD., a Texas limited partnership

By: GCP XXXII GP, LLC, a Texas limited liability company, General Partner

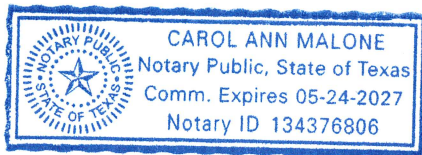
By: [Signature]Name: Gary WilliamsTitle: Vice President

THE STATE OF TEXAS

§
§
§COUNTY OF DALLAS

This instrument was acknowledged before me on the 16th day of November, 2023, by GARY WILLIAMS Vice President, of GCP XXXII GP, LLC, a Texas limited liability company, General Partner of GCP XXXII, LTD., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)



Carol Ann Malone
Notary Public, State of Texas

ACCEPTED BY GRANTEE:

City of Manor, Texas

By: _____
Dr. Christopher Harvey, Mayor

| | |
|--------------------|---|
| 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 the City of Manor, Texas, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public-State of Texas**AFTER RECORDING RETURN TO:**

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

EXHIBIT "A"
Easement Property

[Attached]



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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 0.4663 OF ONE ACRE (20,312 SQUARE FEET) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE GREENBURY GATES SURVEY, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 11.842 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO GCP XXXII, LTD., RECORDED IN DOCUMENT NO. 2022135262 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped "HR GREEN" found in the Easterly line of a called 4.147 acre tract of land described in a Dedication Deed to Travis County Municipal Utility District No. 2, recorded in Document No. 2005232936 of said O.P.R.T.C.T., for the Westerly common corner of said 11.842 acre tract and of a called 68.497 acre tract of land described in a Correction General Warranty Deed to 13100 FM 973, Inc., recorded in Document No. 2022099322 of said O.P.R.T.C.T.;

THENCE with the Westerly line of said 11.842 acre tract and the common Easterly line of said 4.147 acre tract, the following two (2) courses and distances:

1. North 27°46'14" East a distance of 91.38 feet to a 1/2-inch rebar found; and
2. North 27°07'22" East a distance of 491.15 feet to a Calculated Point, from which a 1/2-inch rebar with cap stamped "RRP SURVEYING" found in the Easterly line of said 4.147 acre tract for the Westerly common corner of said 11.842 acre tract and of Lot 1, MANOR K-8 SCHOOL, a subdivision of record in Document No. 202200087 of said O.P.R.T.C.T., bears North 27°07'22" East a distance of 60.61 feet;

THENCE North 72°07'37" East over and across said 11.842 acre tract, a distance of 84.50 feet to a Calculated Point in the Northerly line of said 11.842 acre tract and the common Southerly line of said Lot 1;

THENCE South 62°03'16" East with the Northerly line of said 11.842 acre tract and the common Southerly line of said Lot 1, a distance of 20.92 feet to a Calculated Point, from which a 1/2-inch rebar with cap stamped "HR GREEN" found in the Southerly line of said Lot 1 for the Northerly common corner of said 11.842 acre tract and of a called 14.715 acre tract of land described in a Special Warranty Deed to GCP XXXI, LTD., recorded in Document No. 2022135261 of said O.P.R.T.C.T., bears South 62°03'16" East a distance of 420.39 feet;

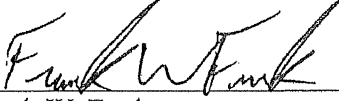
THENCE over and across said 11.842 acre tract, the following six (6) courses and distances:

1. South 72°07'37" West a distance of 92.87 feet to a Calculated Point;
2. South 27°07'22" West a distance of 485.02 feet to a Calculated Point;
3. South 27°46'14" West a distance of 68.68 feet to a Calculated Point;
4. South 17°03'02" East a distance of 11.10 feet to a Calculated Point;
5. South 62°03'02" East a distance of 669.19 feet to a Calculated Point; and
6. South 17°10'08" East a distance of 21.25 feet to a Calculated Point in the Southerly line of said 11.842 acre tract and the common Northerly line of said 68.497 acre tract;

THENCE North 62°02'58" West with the Southerly line of said 11.842 acre tract and the common Northerly line of said 68.497 acre tract, a distance of 707.02 feet to the **POINT OF BEGINNING** and containing 0.4663 of one acre (20,312 Square Feet) of land, more or less.

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). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.0000755219.

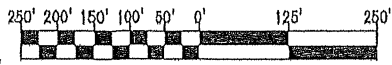
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date.

 06/15/2023
 Frank W. Funk
 Registered Professional Land Surveyor
 State of Texas No. 6803



Job Number: 21-044

Attachments: K:\21044 - LJA Butler Manor\CAD\DWGs\Easements\LJA Butler Manor Drainage Esmt 4.dwg



GRAPHIC SCALE

LOT 1
MANOR K-8 SCHOOL
DOC. NO. 202200087
O.P.R.T.C.T.

GCP XXXII, LTD.
(11.842 ACRES)
DOC. NO. 2022135262
O.P.R.T.C.T.

POINT OF
BEGINNING

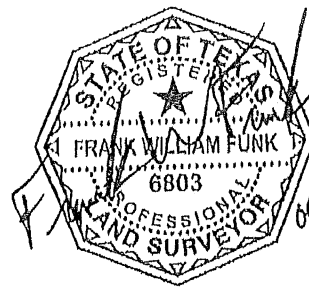
15' DRAINAGE EASEMENT
0.4663 OF ONE ACRE
(20,312 SQ. FT.)

GCP XXXI, LTD.
(14.715 ACRES)
DOC. NO. 2022135261
O.P.R.T.C.T.

TRAVIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 2
(4.147 ACRES)
DOC. NO. 2005232936
O.P.R.T.C.T.

13100 FM 973, INC.
(68.497 ACRES)
DOC. NO. 2022099322
O.P.R.T.C.T.

GREENBURY GATES SURVEY
ABSTRACT NO. 315



| | | | |
|---|-----------|------------------|-------------|
| JOB NUMBER: 21-044 | | DATE: 06/12/23 | |
| PROJECT NAME: LJA BUTLER MANOR | | | |
| DRAWING NAME: LJA BUTLER MANOR DRAINAGE ESMT 4 | | | |
| DRAWING FILE PATH: K:\21044 - LJA BUTLER MANOR\CAD\DWGS | | | |
| METES AND BOUNDS FILE PATH: K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS | | | |
| RPLS: FWF | TECH: JRM | PARTY CHIEF: N/A | CHK BY: HAS |
| SHEET 03 of 05 | | FIELDBOOKS N/A | |
| | | SCALE: 1" = 250' | |

LSI LANDESIGN SERVICES, INC.

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

SHEET 5
MATCH LINE SHEET 4

GREENBURY GATES SURVEY ABSTRACT NO. 315

GCP XXXII, LTD.
(11.842 ACRES)
DOC. NO. 2022135262
O.P.R.T.C.T.

POINT OF BEGINNING

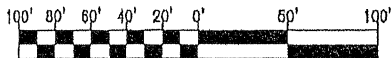
TRAVIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 2
(4.147 ACRES)
DOC. NO. 2005232936
O.P.R.T.C.T.

13100 FM 973, INC.
(68.497 ACRES)
DOC. NO. 2022099322
O.P.R.T.C.T.

15' DRAINAGE EASEMENT
0.4663 OF ONE ACRE
(20,312 SQ. FT.)

*SEE SHEET 05 FOR NOTES

| LINE TABLE | | |
|------------|-------------|----------|
| LINE # | BEARING | DISTANCE |
| L1 | N27°46'14"E | 91.38' |
| L2 | N27°07'22"E | 60.61' |
| L3 | N72°07'37"E | 84.50' |
| L4 | S62°03'16"E | 20.92' |
| L5 | S72°07'37"W | 92.87' |
| L6 | S27°46'14"W | 68.68' |
| L7 | S17°03'02"E | 11.08' |
| L8 | S17°10'08"E | 21.26' |



GRAPHIC SCALE

LEGEND

- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "HR GREEN" 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.U.E. PUBLIC UTILITY EASEMENT

JOB NUMBER: 21-044 DATE: 06/12/23

PROJECT NAME: LJA BUTLER MANOR

DRAWING NAME: LJA BUTLER MANOR DRAINAGE ESMT 4

DRAWING FILE PATH:
K:\21044 - LJA BUTLER MANOR\CAD\DWGS

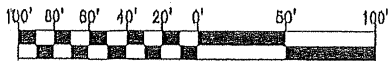
METES AND BOUNDS FILE PATH:
K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS

RPLS: FWF TECH: JRM PARTY CHIEF: N/A CHK BY: HAS

SHEET 04 of 05 FIELDBOOKS N/A SCALE: 1" = 100'

LSI LANDESIGN ★ SERVICES, INC.

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



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 AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00007552.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

GREENBURY GATES SURVEY ABSTRACT NO. 315

SHADOWGLEN PHASE ONE
SECTION 8 FINAL PLAT
DOC. NO. 200400312
O.P.R.T.C.T.

TRAVIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 2
(4.147 ACRES)
DRAINAGE AND DETENTION
POND EASEMENT
DOC. NO. 2004147060
O.P.R.T.C.T.

LOT 1
MANOR-K-8 SCHOOL
DOC. NO. 202200087
O.P.R.T.C.T.

GCP XXXI, LTD.
(14.715 ACRES)
DOC. NO. 2022135261
O.P.R.T.C.T.

GCP XXXII, LTD.
(11.842 ACRES)
DOC. NO. 2022135262
O.P.R.T.C.T.

15' DRAINAGE EASEMENT
0.4663 OF ONE ACRE
(20,312 SQ. FT.)

N27°07'22"E 491.15'
S27°07'22"W 485.02'

S62°03'16"E 420.39'

SHEET 5

MATCH LINE SHEET 4

| | | | |
|--|----------------|------------------|-------------|
| JOB NUMBER: 21-044 | | DATE: 06/12/23 | |
| PROJECT NAME: LJA BUTLER MANOR | | | |
| DRAWING NAME: LJA BUTLER MANOR DRAINAGE ESMT 4 | | | |
| DRAWING FILE PATH: | | | |
| K:\21044 - LJA BUTLER MANOR\CAD\DWGS | | | |
| METES AND BOUNDS FILE PATH: | | | |
| K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS | | | |
| RPLS: FWF | TECH: JRM | PARTY CHIEF: N/A | CHK BY: HAS |
| SHEET 05 of 05 | FIELDBOOKS N/A | SCALE: 1" = 100' | |

LSI LANDESIGN SERVICES, INC.

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 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.

DRAINAGE EASEMENT

Date: November 16, 2023

Grantor: GCP XXXI, LTD., a Texas limited partnership

Grantor's Address:

12750 Merit Drive, Suite 1175
Dallas, Texas 75251

Grantee: THE CITY OF MANOR, TEXAS
a Texas home rule municipal corporation

Grantee's Address (including county):

City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, Texas 78653
Travis County

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY: The Easement Property is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes. A map showing the location of the Easement Property is also included in Exhibit "A".

Easement Purpose: The easement expressly granted herein is for the purposes of operation, use, inspection of any underground drainage facilities, including without limitation underground drainage pipes, and other related fixtures, appurtenances, equipment, and fittings incidental thereto (collectively, the "**Drainage Facilities**"), and drainage and detention of natural storm water in, over, under, through and across the Easement Property.

Grant of Easement: Grantor for the Consideration paid to Grantor, does hereby GRANT, SELL AND CONVEY and by these presents does GRANT, SELL AND CONVEY unto Grantee and Grantee's successors and assigns a non-exclusive, perpetual easement in, over, under, through and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (the "**Easement**"). **TO HAVE AND TO HOLD** the Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind itself, its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Easement herein granted, unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the easement or any part thereof, by, through or under Grantor, but not otherwise, subject to the exceptions set forth below.

Covenants and Conditions: The Easement granted is subject to the following covenants and conditions:

1. Grantor reserves the right to use the Easement Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Easement Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, surface parking improvements, drainage, landscape irrigation, fences, signs, and landscaping on, in, under, over and across the Easement Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Easement Property as provided herein. Grantor shall be responsible for the cost of replacing any improvements in the event the Grantee removes or alters any improvements to exercise Grantee's rights hereunder. Grantor may not construct any buildings or structures on the Easement Property.
2. Grantor will continuously maintain the Drainage Facilities in accordance with the requirements of the City of Manor (the Grantee) and in a good and functioning condition.
3. This Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Easement Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
4. The Easement and the rights of Grantee hereunder may be assigned only to a political subdivision of the State of Texas or other Texas governmental entity. Any such assignment of the Easement and the rights of Grantee hereunder must include an express assumption by the assignee of the obligations set forth herein.

5. Any amendment or modification of this instrument must be in writing and duly executed and delivered by Grantor and Grantee, or their respective successors and assigns.
6. The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.
7. The Grantee and the Grantor, or their respective successors in title and assigns, may enforce this Easement in a legal or equitable action brought in a court of competent jurisdiction.
8. This Easement may be executed in multiple counterparts, each of which will be deemed an original and all of which shall constitute one agreement. Signatures to any counterpart shall be deemed to be signatures to, and may be appended or attached to, any other counterpart.
9. This Easement sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements, whether written or oral.
10. This Easement shall be governed by the laws of the State of Texas.
11. If any term or provision of this Easement or the performance thereof shall to any extent be invalid or unenforceable, such invalidity or unenforceability shall not effect or render invalid or enforceable any other provision of this Easement, and there shall be substituted for such invalid or unenforceable term or provision a term or provision with a meaning as near thereto as is reasonably practicable which is not invalid or unenforceable and this Easement shall be valid and enforced to the fullest extent permitted by law.
12. Nothing herein, express or implied, shall confer upon any person, other than the Grantor and Grantee and their successors and permitted assigns, any rights or remedies under or by reason of this Easement. No easements, except those expressly set forth herein shall be implied by this Easement.
13. When the context requires, singular nouns and pronouns include the plural.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

GRANTOR:

GCP XXXI, LTD., a Texas limited partnership

By: GCP XXXI GP, LLC, a Texas limited liability company, General Partner

By: [Signature]

Name: Gary A. Williams

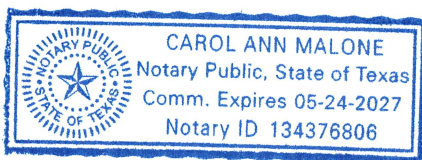
Title: Vice President

THE STATE OF TEXAS

§
§
§COUNTY OF DALLAS

This instrument was acknowledged before me on the 16th day of November, 2023, by GARY WILLIAMS, Vice President, of GCP XXXI GP, LLC, a Texas limited liability company, General Partner of GCP XXXI, LTD., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)



Carol Ann Malone

Notary Public, State of Texas

ACCEPTED BY GRANTEE:

City of Manor, Texas

By: _____
Dr. Christopher Harvey, Mayor

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 the City of Manor, Texas, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

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

EXHIBIT "A"
Easement Property

[Attached]



10090 W Highway 29 | Liberty Hill, Texas 78642

TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 0.2316 OF ONE ACRE (10,088 SQUARE FEET) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE GREENBURY GATES SURVEY, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 14.715 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO GCP XXXI, LTD., RECORDED IN DOCUMENT NO. 2022135261 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar found in the existing Westerly right-of-way line of FM 973 (200' R.O.W.), for the Easterly common corner of said 14.715 acre tract and of Lot 1, MANOR K-8 SCHOOL, a subdivision of record in Document No. 202200087 of said O.P.R.T.C.T., from which a 1/2-inch rebar with cap stamped "HR GREEN" found in the existing Westerly right-of-way line of said FM 973 for a common Easterly corner of said 14.715 acre tract and of a called 68.497 acre tract of land described in a Correction General Warranty Deed to 13100 FM 973, Inc., recorded in Document No. 2022099322 of said O.P.R.T.C.T., bears South 27°43'40" West a distance of 618.15 feet;

THENCE North 62°03'16" West with the Northerly line of said 14.715 acre tract and the common Southerly line of said Lot 1, a distance of 57.98 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE over and across said 14.715 acre tract, the following two (2) courses and distances:

1. **South 17°17'14" East** a distance of **39.56** feet to a Calculated Point; and
2. **South 27°43'40" West** a distance of **615.37** feet to a Calculated Point in the Southerly line of said 14.715 acre tract and the common Northerly line of said 68.497 acre tract, from which a Calculated Point in the Southerly line of said 14.715 acre tract and the common Northerly line of said 68.497 acre tract, bears South 62°02'58" East a distance of 4.90 feet, from which said 1/2-inch rebar with cap stamped "HR GREEN" found in the existing Westerly right-of-way line of said FM 973 for a common Easterly corner of said 14.715 acre tract and of said 68.497 acre tract, bears along a curve to the Left having a radius of 25.00 feet, an arc length of 39.37 feet, a delta angle of 90°13'22", and a chord which bears North 72°50'21" East a distance of 35.42 feet;

THENCE North $62^{\circ}02'58''$ West with the Southerly line of said 14.715 acre tract and the common Northerly line of said 68.497 acre tract, a distance of 15.40 feet to a Calculated Point;

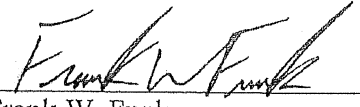
THENCE over and across said 14.715 acre tract, the following two (2) courses and distances:

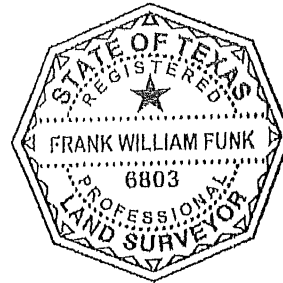
1. North $27^{\circ}43'40''$ East a distance of 609.50 feet to a Calculated Point; and
2. North $17^{\circ}17'14''$ West a distance of 47.90 feet to a Calculated Point in the Northerly line of said 14.715 acre tract and the Southerly line of said Lot 1;

THENCE South $62^{\circ}03'16''$ East with the Northerly line of said 14.715 acre tract and the Southerly line of said Lot 1, a distance of 21.30 feet to the **POINT OF BEGINNING** and containing 0.2316 of one acre (10,088 Sq. Ft.) of land, more or less.

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). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.0000755219.

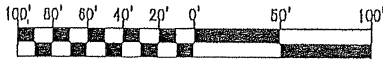
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date.

 06/15/2023
 Frank W. Funk
 Registered Professional Land Surveyor
 State of Texas No. 6803



Job Number: 21-044

Attachments: K:\21044 - LJA Butler Manor\CAD\DWGs\Easements\LJA Butler Manor Drainage Esmt 3.dwg



GRAPHIC SCALE

LOT 1
MANOR K-8 SCHOOL
DOC. NO. 202200087
O.P.R.T.C.T.

POINT OF
BEGINNING

L6

GREENBURY GATES SURVEY ABSTRACT NO. 315

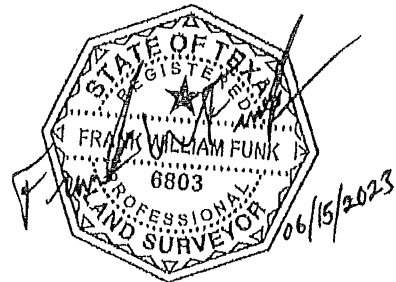
POINT OF
COMMENCING

15' DRAINAGE EASEMENT
0.2316 OF ONE ACRE
(10,088 SQ. FT.)

GCP XXXI, LTD.
(14.715 ACRES)
DOC. NO. 2022135261
O.P.R.T.C.T.

N27°43'40"E 609.50'
S27°43'40"W 615.37'
S27°43'40"W 618.15'

FM 973
(200' R.O.W.)



LEGEND

- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "HR GREEN" FOUND (OR AS NOTED)
- 1/2-INCH REBAR FOUND (OR AS NOTED)
- △ CALCULATED POINT NOT SET
- OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- P.U.E. PUBLIC UTILITY EASEMENT

O.P.R.T.C.T.

R.O.W.

P.U.E.

13100 FM 973, INC.
(68,497 ACRES)
DOC. NO. 2022099322
O.P.R.T.C.T.

L4

L3

C1

*SEE SHEET 4 FOR NOTES AND LINE AND CURVE TABLES

JOB NUMBER: 21-044

DATE: 06/14/23

PROJECT NAME: LJA BUTLER MANOR

DRAWING NAME: LJA BUTLER MANOR DRAINAGE ESMT 3

DRAWING FILE PATH:

K:\21044 - LJA BUTLER MANOR\CAD\DWGS

METES AND BOUNDS FILE PATH:

K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS

RPLS: FWF

TECH: JRM

PARTY CHIEF: N/A

CHK BY: HAS

SHEET 03 of 04

FIELDBOOKS N/A

SCALE: 1" = 100'

LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642

TBPBLS FIRM NO. 10001800

512-238-7901

| LINE TABLE | | |
|------------|-------------|----------|
| LINE # | BEARING | DISTANCE |
| L1 | N62°03'16"W | 57.98' |
| L2 | S17°17'14"E | 39.56' |
| L3 | S62°02'58"E | 4.90' |
| L4 | N62°02'58"W | 15.40' |
| L5 | N17°17'14"W | 47.90' |
| L6 | S62°03'16"E | 21.30' |

| CURVE TABLE | | | | | |
|-------------|--------|--------|-----------|---------------|--------|
| CURVE # | RADIUS | LENGTH | DELTA | CHORD BEARING | CHORD |
| C1 | 25.00' | 39.37' | 90°13'22" | N72°50'21"E | 35.42' |

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 AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00007552.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

| | |
|---|------------------|
| JOB NUMBER: 21-044 | DATE: 06/14/23 |
| PROJECT NAME: LJA BUTLER MANOR | |
| DRAWING NAME: LJA BUTLER MANOR DRAINAGE ESMT 3 | |
| DRAWING FILE PATH: K:\21044 - LJA BUTLER MANOR\CAD\DWGS | |
| METES AND BOUNDS FILE PATH: K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS | |
| RPLS: FWF | TECH: JRM |
| PARTY CHIEF: N/A | CHK BY: HAS |
| SHEET 04 of 04 | SCALE: 1" = 100' |

LSI LANDESIGN SERVICES, INC. ★

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

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WATER LINES EASEMENT

Date: November 16, 2023

Grantor: GCP XXXI, LTD., a Texas limited partnership

Grantor's Address:

12750 Merit Drive, Suite 1175
Dallas, Texas 75251

Grantee: THE CITY OF MANOR, TEXAS
a Texas home rule municipal corporation

Grantee's Address (including county):

City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, Texas 78653
Travis County

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY: The Easement Property is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes. A map showing the location of the Easement Property is also included in Exhibit "A".

Easement Purpose: The easement expressly granted herein is for the purposes of laying, erecting, constructing, operating, repairing, replacing, upgrading, enlarging, relocating and maintaining underground facilities for water and any and all related appurtenances including, without limitation, all necessary mains, lines and pipes, valves, fittings, equipment, devices, manholes, meters and any other appurtenances (collectively, the "**Water Facilities**"), together with a right of ingress and egress to and from same, in, over, under, through and across the Easement Property.

Grant of Easement: Grantor for the Consideration paid to Grantor, does hereby GRANT, SELL AND CONVEY and by these presents does GRANT, SELL AND CONVEY unto Grantee and Grantee's successors and assigns a non-exclusive, perpetual easement in, over, under, through and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (the "**Easement**"). TO HAVE AND TO HOLD the Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind itself, its heirs, executors, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Easement herein granted, unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the easement or any part thereof, by, through or under Grantor, but not otherwise, subject to the exceptions set forth below.

Covenants and Conditions: The Easement granted is subject to the following covenants and conditions:

1. Grantor reserves the right to use the Easement Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Easement Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, surface parking improvements, drainage, landscape irrigation, fences, signs and landscaping on, in, under, over and across the Easement Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Easement Property as provided herein. Grantor shall be responsible for the cost of replacing any improvements in the event the Grantee removes or alters any improvements to exercise Grantee's rights hereunder. Grantor may not construct any buildings or structures on the Easement Property.
2. Grantee will maintain the Water Facilities in a state of good repair and efficiency so that no unreasonable damages will result from its use to the Grantor. Grantee shall restore the surface of the land described above as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the land described above that were removed as a result of such work.
3. This Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Easement Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.

4. The Easement and the rights of Grantee hereunder may be assigned only to a political subdivision of the State of Texas or other Texas governmental entity. Any such assignment of the Easement and the rights of Grantee hereunder must include an express assumption by the assignee of the obligations set forth herein.
5. Any amendment or modification of this instrument must be in writing and duly executed and delivered by Grantor and Grantee, or their respective successors and assigns.
6. The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.
7. The Grantee and the Grantor, or their respective successors in title and assigns, may enforce this Easement in a legal or equitable action brought in a court of competent jurisdiction.
8. This Easement may be executed in multiple counterparts, each of which will be deemed an original and all of which shall constitute one agreement. Signatures to any counterpart shall be deemed to be signatures to, and may be appended or attached to, any other counterpart.
9. This Easement sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements, whether written or oral.
10. This Easement shall be governed by the laws of the State of Texas.
11. If any term or provision of this Easement or the performance thereof shall to any extent be invalid or unenforceable, such invalidity or unenforceability shall not effect or render invalid or enforceable any other provision of this Easement, and there shall be substituted for such invalid or unenforceable term or provision a term or provision with a meaning as near thereto as is reasonably practicable which is not invalid or unenforceable and this Easement shall be valid and enforced to the fullest extent permitted by law.
12. Nothing herein, express or implied, shall confer upon any person, other than the Grantor and Grantee and their successors and permitted assigns, any rights or remedies under or by reason of this Easement. No easements, except those expressly set forth herein shall be implied by this Easement.
13. When the context requires, singular nouns and pronouns include the plural.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

GRANTOR:

GCP XXXI, LTD., a Texas limited partnership

By: GCP XXXI GP, LLC, a Texas limited liability company, General Partner

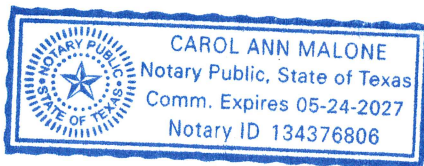
By: Name: Gary A. WilliamsTitle: Vice President

THE STATE OF TEXAS

§
§
§COUNTY OF DALLAS

This instrument was acknowledged before me on the 16th day of November, 2023, by GARY WILLIAMS, Vice President, of GCP XXXI GP, LLC, a Texas limited liability company, General Partner of GCP XXXI, LTD., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)




Notary Public, State of Texas

ACCEPTED BY GRANTEE:

City of Manor, Texas

By: _____
Dr. Christopher Harvey, Mayor

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 the City of Manor, Texas, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

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

EXHIBIT "A"
Easement Property

[Attached]



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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 0.0294 OF ONE ACRE (1,280 SQUARE FEET) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE GREENBURY GATES SURVEY, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 14.715 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO GCP XXXI, LTD., RECORDED IN DOCUMENT NO. 2022135261 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar found in the existing Westerly right-of-way line of FM 973 (200' R.O.W.), for the Easterly common corner of said 14.715 acre tract and of Lot 1, MANOR K-8 SCHOOL, a subdivision of record in Document No. 202200087 of said O.P.R.T.C.T., from which a 1/2-inch rebar with cap stamped "HR GREEN" found in the existing Westerly right-of-way line of said FM 973 for a common Easterly corner of said 14.715 acre tract and of a called 68.497 acre tract of land described in a Correction General Warranty Deed to 13100 FM 973, Inc., recorded in Document No. 2022099322 of said O.P.R.T.C.T., bears South 27°43'40" West a distance of 618.15 feet;

THENCE South 38°03'16" West over and across said 14.715 acre tract, a distance of 167.36 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing over and across said 14.715 acre tract, the following six (6) courses and distances:

1. **South 27°43'40" West** a distance of **15.00** feet to a Calculated Point, from which said 1/2-inch rebar with cap stamped "HR GREEN" found in the existing Westerly right-of-way line of said FM 973 for a common Easterly corner of said 14.715 acre tract and of said 68.497 acre tract bears South 23°48'51" West a distance of 439.54 feet;
2. **North 62°16'20" West** a distance of **56.00** feet to a Calculated Point;
3. **North 27°43'40" East** a distance of **35.00** feet to a Calculated Point;
4. **South 62°16'20" East** a distance of **22.00** feet to a Calculated Point;
5. **South 27°43'40" West** a distance of **20.00** feet to a Calculated Point; and

6. South 62°16'20" East a distance of 34.00 feet to the POINT OF BEGINNING and containing 0.0294 of one acre (1,280 Square Feet) of land, more or less.

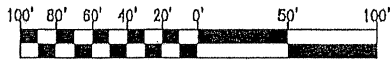
This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.0000755219.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date.

 07/27/2023
Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 21-044
Attachments: K:\21044 - LJA Butler Manor\CAD\DWGs\Easements\COM WL Easement 3.dwg



GRAPHIC SCALE

LEGEND

- 1/2-INCH REBAR WITH CAP STAMPED
 "HR GREEN" FOUND (OR AS NOTED)
 ● 1/2-INCH REBAR FOUND
 △ CALCULATED POINT NOT SET
 O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF
 TRAVIS COUNTY, TEXAS
 R.O.W. RIGHT-OF-WAY

LOT 1
 MANOR K-8 SCHOOL
 DOC. NO. 202200087
 O.P.R.T.C.T.

POINT OF
COMMENCING

CITY OF MANOR
 WATER LINES EASEMENT
 0.0294 OF ONE ACRE
 (1,280 SQ. FT.)

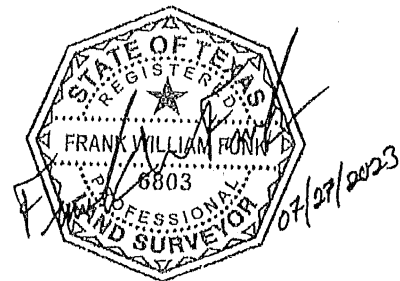
GCP XXXI, LTD.
 (14.715 ACRES)
 DOC. NO. 2022135261
 O.P.R.T.C.T.

GREENBERRY GATES SURVEY
 ABSTRACT NO. 315

13100 FM 973, INC.
 (68.497 ACRES)
 DOC. NO. 2022099322
 O.P.R.T.C.T.

POINT OF
BEGINNING
 S23°48'51"W 439.54'
 S27°43'40"W 618.15'
 FM 973
 (200' R.O.W.)

| LINE TABLE | | |
|------------|-------------|----------|
| LINE # | BEARING | DISTANCE |
| L1 | S27°43'40"W | 15.00' |
| L2 | N62°16'20"W | 56.00' |
| L3 | N27°43'40"E | 35.00' |
| L4 | S62°16'20"E | 22.00' |
| L5 | S27°43'40"W | 20.00' |
| L6 | S62°16'20"E | 34.00' |



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 AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.0000755219

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

JOB NUMBER: 21-044 DATE: 07/27/2023
 PROJECT NAME: LJA BUTLER MANOR
 DRAWING NAME: COM WL EASEMENT 3
 DRAWING FILE PATH:
 K:\21044 - LJA BUTLER MANOR\CAD\DWGS
 METES AND BOUNDS FILE PATH:
 K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS
 RPLS: FWF TECH: JDE PARTY CHIEF: TN CHK BY: HAS
 SHEET 03 of 03 FIELDBOOKS 384/67 SCALE: 1" = 100'

LSI LANDESIGN 
 SERVICES, INC.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 29, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution of no objection to the application of Manor Leased Housing Associates I, Limited Partnership to the Texas Department of Housing and Community Affairs for housing tax credits.

BACKGROUND/SUMMARY:

For Manor Leased Housing Associates I, Limited Partnership to submit an application for Low-Income Housing Tax Credits for the Tower Road Apartments Project, 1) there will need to be a hearing at City Council on the application, and 2) the developer will need to provide a resolution of City Council certifying that Council does not object to the application. (Note, the developer, Manor Leased Housing Associates, is the corporate entity created by Dominion Apartments for the Tower Road development).

This item is consideration and possible action on the required resolution of no objection.

LIHTC Financing

The proposed affordable multifamily housing development at Tower Road will be financed from several different sources, including from the use of Low-Income Housing Tax Credits (LIHTC). The LIHTC program authorizes the award of "tax credits" to a developer of affordable multifamily project. The developer "sells" these credits to investors in exchange for equity funding for the project. This allows the project to receive financing at a low borrowing cost. The lenders then apply the tax credits to their tax bill to significantly lower the amount they are required to pay for a number of years.

LIHTC is one of the largest, if not the largest, sources of funding for affordable housing nationwide. It is a federal program that delegates to each state an allocation of tax credits that the states then allocate to developers on a project-by-project basis. The Texas Department of Housing and Community Affairs (TDHCA) is the state agency responsible for the allocation of tax credits in Texas. Because of the need for tax credits, applications are evaluated on a competitive basis in accordance with provisions of the Texas Government Code and Title 10 of the Texas Administrative Code.

Application Requirements

The developers of the Tower Road project intend to apply to the TDHCA for tax credits to finance the project. As part of the application, the City Council is required to hold a hearing on the application and the developer (Manor Leased Housing Associates, I, which is a corporate entity created by Dominion Apartments) must submit a resolution of the City certifying that the City Council does not have any objections to the filing of the application for tax credits.

The resolution of no objection, which is the resolution considered in this item, is required for the developer to apply for tax credits. But the Council's approval of the resolution does not obligate the City to approve any financing, zoning, or any other regulatory aspect of the project. Moreover, the resolution is limited to stating that the City does not object to the developer's seeking tax credits for the project. The City will retain its full discretion in considering any regulatory or financing matters regarding the project, including matters of zoning, bond issuance, and financial incentives after the adoption of the resolution.

LEGAL REVIEW: Yes, Gregory Miller, Public Finance Counsel
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Resolution No. 2023- 38

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve Resolution No. 2023-38 of no objection to the application of Manor Leased Housing Associates I, Limited Partnership to the Texas Department of Housing and Community Affairs for Housing Tax Credits.

RESOLUTION NO. 2023-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS OF NO OBJECTION TO THE APPLICATION OF MANOR LEASED HOUSING ASSOCIATES I, LIMITED PARTNERSHIP TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR HOUSING TAX CREDITS.

WHEREAS, Manor Leased Housing Associates I, Limited Partnership, a Texas Limited Partnership, or one of its affiliates or assigns (the “Applicant”) has proposed development for affordable rental housing of approximately 324 units that will be situated on approximately 15.42 acres located at or near 12200 Tower Road, City of Manor, Texas to be known as “Tower Road Apartments” (the “Development”);

WHEREAS, the Applicant has advised the City of Manor, Texas (the “City”) that it intends to submit an application to the Texas Department of Housing and Community Affairs (“TDHCA”) for 2024 Housing Tax Credits for the Development (the “Application”);

WHEREAS, Texas Government Code §2306.67071 requires the Applicant to submit to TDHCA a resolution from the City Council of the City of Manor (“City Council”) certifying that after due consideration of the information provided by the Applicant and public comment, the City Council has no objection to the Application for the Development; and

WHEREAS, except as otherwise provided herein, capitalized terms shall have the same meaning as those set forth in Texas Government Code §2306.6702 and 10 Texas Administrative Code §11.1;

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The City Council, in accordance with the requirements of Texas Government Code §2306.6701 and 10 Texas Administrative Code §11.204(4), certifies that:

(A) Notice of the Applicant’s intent to file the Application with TDHCA has been provided to the City Council in accordance with Tex. Gov’t Code, §2306.67071(a); and

(B) The City Council has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development; and

(C) The City Council has held a hearing at which public comment may be made on the proposed Development in accordance with Tex. Gov’t Code, §2306.67071(b); and

(D) After due consideration of the information provided by the Applicant and public comment, the City Council does not object to the proposed Application.

Section 2. Dr. Christopher Harvey, Mayor, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs for and on behalf of the City Council.

[Remainder of this page intentionally left blank.]

ADOPTED AND APPROVED this ____ day of _____, 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 29, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTIONS:

Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas Authorizing the Issuance of Combination Tax and Revenue Certificates of Obligation, Series 2023; Authorizing the Sale Thereof; and Enacting Provisions Incident and Related to the Issuance of Said Certificates.

BACKGROUND/SUMMARY:

On October 2, 2023, the City Council authorized the publication of notice of its intent to issue certificates of obligation (the "Certificates") in an amount not to exceed \$40,000,000 for the financing of the following purposes: (1) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of the City's Water and Wastewater Systems including the construction of new plants and facilities, the oversizing and expansion of existing water and sewer lines, the construction of new water and sewer lines, the addition of new water storage tanks and pumps, and the installation and expansion of lift stations; (2) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of the City's parks and recreation facilities and systems including the acquisition of parkland and the installation, maintenance, and expansion of recreation facilities and other park amenities; (3) acquiring real property for public safety facilities including real property to be a site for an emergency medical services facility and a site for a new police station; (4) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of City streets, roads, and highways, bridges, and sidewalks, including drainage, intersection, and shared use pathway improvements; and (5) the payment of professional services and costs of issuance related thereto.

The notice specified that the City Council would consider the adoption of an ordinance for the issuance of the Certificates at the November 29, 2023 special meeting. This item is for the consideration of that ordinance.

As stated in the notice, the Certificates will be for an amount not to exceed \$40,000,000. Pricing of the Certificates is scheduled for November 29, 2023, prior to the Council meeting. The City's Financial Advisor will be present at the November 29th meeting to present the final pricing of the Certificates, as well as their recommendation for approval of the issuance of the Certificates.

LEGAL REVIEW: Yes. Gregory Miller, Bond Counsel
FISCAL IMPACT: This ordinance authorizes the issuance of certificates of obligation in an amount not to exceed \$40,000,000. The amount of the certificates and the terms of repayment will be determined at the pricing of the certificates, which will happen the morning of

the 29th. The City's Financial Advisor will present Council with the specific amount of the certificates and the repayment terms when this item is called.

The amount of the certificates will depend on the market conditions at the time of pricing. The purpose of the sale will be to result in \$40,000,00 of proceeds for the City. If the market conditions allow, the sale may generate "premium" which means the City may receive payment from the buyers. For a general example, if the buyers were to pay \$1,000,000 in premium, the City would only need to issue and repay \$39,000,000 of obligations. When the buyers pay premium it is because to do so will help them make a larger profit when they resell the certificates in the bond market.

PRESENTATION: Yes

ATTACHMENTS: Yes

- Ordinance No. 727 - Authorizing Issuance of Combination Tax and Revenue Certificates of Obligation, Series 2023

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve Ordinance No. 727 authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2023.

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

ORDINANCE NO. 727

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$_____,000
“CITY OF MANOR, TEXAS COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2023”; AUTHORIZING THE
SALE THEREOF; AND ENACTING PROVISIONS INCIDENT AND
RELATED TO THE ISSUANCE OF SAID CERTIFICATES**

Date of Approval: November 29, 2023

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EXHIBIT A – Form of Paying Agent/Registrar Agreement

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$_____,000
 “CITY OF MANOR, TEXAS COMBINATION TAX AND REVENUE
 CERTIFICATES OF OBLIGATION, SERIES 2023”; AUTHORIZING THE
 SALE THEREOF; AND ENACTING PROVISIONS INCIDENT AND
 RELATED TO THE ISSUANCE OF SAID CERTIFICATES**

WHEREAS, the City Council of the City of Manor, Texas (the “City”) originally determined that it should issue certificates of obligation in an amount not to exceed \$40,000,000, for the purpose of paying contractual obligations of the City to be incurred for (1) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of the City’s Water and Wastewater Systems including the construction of new plants and facilities, the oversizing and expansion of existing water and sewer lines, the construction of new water and sewer lines, the addition of new water storage tanks and pumps, and the installation and expansion of lift stations; (2) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of the City’s parks and recreation facilities and systems including the acquisition of parkland and the installation, maintenance, and expansion of recreation facilities and other park amenities; (3) acquiring real property for public safety facilities including real property to be a site for an emergency medical services facility and a site for a new police station; (4) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of City streets, roads, and highways, bridges, and sidewalks, including drainage, intersection, and shared use pathway improvements; and (5) the payment of professional services and costs of issuance related thereto; and

WHEREAS, notice of intention to issue said certificates of obligation for such purposes has been published in *The Manor Journal*, a newspaper found and determined to be of general circulation in the City of Manor, Texas, on October 6, 2023 and on October 13, 2023, the date of the first publication of such notice being before the forty-fifth (45th) day prior to the tentative date stated therein for the passage of this ordinance; and

WHEREAS, on November 29, 2023, the City Council of the City of Manor, Texas, convened at 7:00 p.m. and considered passage of an ordinance authorizing the issuance of said certificates of obligation (the “Ordinance”); and

WHEREAS, the certificates of obligation in the principal amount of _____,000 should be sold for cash in accordance with the provisions of Texas Local Government Code § 271.052, as amended; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Secretary or any other City official on or prior to the date of the passage of this Ordinance; and

WHEREAS, no bond proposition to authorize the issuance of certificates for the same purpose as the projects being financed with the proceeds of the Certificates was submitted to the voters of the City during the preceding three years and failed to be approved; and

WHEREAS, this City Council hereby finds and determines that the above specified certificates of obligation described in said notice should be issued and sold at this time in the amount and manner hereinafter provided;

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Authorized Officials” means the Mayor, City Secretary, City Manager, and Finance Director of the City or any designee serving in the absence of the aforementioned officials.

“Certificate” or “Certificates” means the Certificates authorized to be issued by Section 3.01 of this Ordinance and designated as “City of Manor, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023,” in the aggregate principal amount of \$____,000, and which shall be secured by the full faith and credit of the City and as more specifically described in Article II of this Ordinance.

“City” means the City of Manor, Texas.

“City Council” means the City Council of the City.

“Code” means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

“Date of Delivery” means the date of the initial delivery of and payment for the Certificates.

“Defeasance Securities” mean (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the City adopts or approves the proceedings authorizing the purchase thereof are rated

as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, and (iv) any other then authorized securities or obligations under applicable law of the State of Texas that may be used to defease obligations such as the Certificates.

“Designated Payment/Transfer Office” means the office of the Paying Agent/Registrar which is designated for the presentment of the Certificates.

“DTC” means The Depository Trust Company, New York, New York, or any successor securities depository.

“DTC Participant” means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with bonds credited to an account maintained on its behalf by DTC.

“Event of Default” means any event of default as defined in Section 10.01 of this Ordinance.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the initial certificate described in Sections 3.04(d) and 6.02(e) of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.04 of this Ordinance.

“Interest Payment Date” means the date or dates upon which interest on each Certificate is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing August 15, 2024.

“Mayor” means the Mayor of the City.

“Owner” or “Registered Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially BOKF, NA, Dallas, Texas, or any successor thereto as provided in this Ordinance.

“Purchase Contract” means the Purchase Contract pertaining to the Certificates, by and between the City and the Underwriters, approved in Section 7.01 of this Ordinance.

“Record Date” means the close of business on the last business day of the month preceding the month in which an Interest Payment Date occurs.

“Register” means the register specified in Section 3.06(a) of this Ordinance.

“Surplus Revenues” means those revenues of the City's Water and Wastewater Systems available after deduction of the reasonable expenses of operation and maintenance of said Water and Wastewater Systems and payment of all debt service, reserve and other requirements with respect to all of the City's revenue bonds and other obligations, now outstanding or hereafter issued, that are payable from and secured by a lien on and pledge of all or part of the net revenues of said Water and Wastewater Systems.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Certificates as the same come due and payable and remaining unclaimed by the Owners of Certificates for 90 days after the applicable payment or redemption date.

“Underwriters” means FHN Financial Capital Markets and RBC Capital Markets, LLC.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II
SECURITY FOR THE CERTIFICATES
CREATION OF FUNDS

Section 2.01. Tax Levy for Payment of Certificates.

Pursuant to the authority granted by the Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax within legal limitations on each \$100 valuation of taxable property in the City, at a rate sufficient within the limits prescribed by law to pay the debt service requirements on the Certificates, being (i) the interest on the Certificates and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the debt service requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Interest and Sinking Fund. This governing body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the debt service requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations.

The amount of taxes to be provided annually and transferred by the Authorized Officials to the Interest and Sinking Fund for the payment of principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) The City's annual budget shall reflect the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year of the City.

(b) The amount required to be provided in the succeeding Fiscal Year of the City from ad valorem taxes shall be the amount of the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year of the City.

(c) Following the final approval of the annual budget of the City, the governing body of the City shall, by ordinance, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year of the City.

If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for

redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02. Revenue Pledge.

(a) The Certificates are additionally secured by and shall be payable from a limited pledge, not to exceed \$1,000, of the Surplus Revenues of the City's Water and Wastewater Systems, such pledge authorized pursuant to Chapter 1502, Texas Government Code, as amended. Notwithstanding the requirements of Section 2.01, if Surplus Revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would be required to be levied pursuant to Section 2.01 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund.

(b) The Surplus Revenues, when and as received by the City, are hereby pledged to the payment of the Certificates and shall be deposited into the Interest and Sinking Fund.

Section 2.03. Effect of Pledge.

Chapter 1208, Texas Government Code, as amended, applies to the issuance of the Certificates and the pledge of the combination of taxes and revenues thereof granted by the City under Sections 2.01 and 2.02 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the combination of taxes and revenues granted by the City under Sections 2.01 and 2.02 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Registered Owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.04. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Manor, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023 Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on, redemption premium, if any, and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

Section 2.05. Project Fund.

(a) A special fund or account, to be designated the “City of Manor, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023 Project Fund” (the “Project Fund”) is hereby created and shall be established and maintained by the City at the official City depository. The Project Fund shall be kept separate and apart from all other funds and accounts of the City. The proceeds from the sale of the Certificates (other than proceeds representing accrued interest on the Certificates and any premium on the Certificates that is not used to pay costs of issuance in which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Project Fund and payments therefrom shall be used solely for the purpose of paying contractual obligations to be incurred for (1) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of the City’s Water and Wastewater Systems including the construction of new plants and facilities, the oversizing and expansion of existing water and sewer lines, the construction of new water and sewer lines, the addition of new water storage tanks and pumps, and the installation and expansion of lift stations; (2) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of the City’s parks and recreation facilities and systems including the acquisition of parkland and the installation, maintenance, and expansion of recreation facilities and other park amenities; (3) acquiring real property for public safety facilities including real property to be a site for an emergency medical services facility and a site for a new police station; (4) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of City streets, roads, and highways, bridges, and sidewalks, including drainage, intersection, and shared use pathway improvements; and (5) the payment of professional services and costs of issuance related thereto (the “Projects”).

(b) Surplus Project Funds. Any moneys remaining in the Project Fund after completion of the entirety of the Projects shall be deposited in the Interest and Sinking Fund.

Section 2.06. Security of Funds.

All moneys on deposit in the Interest and Sinking Fund and the Project Fund for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of City funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

ARTICLE III

AUTHORIZATION: GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01. Authorization.

The City's certificates of obligation to be designated “City of Manor, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023” (the

“Certificates”), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas. The Certificates shall be issued in the aggregate principal amount of \$_____,000 for the purpose of paying contractual obligations to be incurred for (1) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of the City’s Water and Wastewater Systems including the construction of new plants and facilities, the oversizing and expansion of existing water and sewer lines, the construction of new water and sewer lines, the addition of new water storage tanks and pumps, and the installation and expansion of lift stations; (2) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of the City’s parks and recreation facilities and systems including the acquisition of parkland and the installation, maintenance, and expansion of recreation facilities and other park amenities; (3) acquiring real property for public safety facilities including real property to be a site for an emergency medical services facility and a site for a new police station; (4) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of City streets, roads, and highways, bridges, and sidewalks, including drainage, intersection, and shared use pathway improvements; and (5) the payment of professional services and costs of issuance related thereto. .

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Certificates shall be dated December 1, 2023 and shall bear interest on the unpaid principal amount thereof from the Date of Delivery (anticipated to be December 19, 2023) (which date shall be noted on the Certificates). The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered I-1.

(b) The Certificates shall mature on August 15 in the years and in the principal amounts and bear interest at the per annum rates set forth in the following schedule:

| <u>Year of Maturity</u> | <u>Principal Installments</u> | <u>Interest Rate</u> | <u>Year of Maturity</u> | <u>Principal Installments</u> | <u>Interest Rate</u> |
|-------------------------|-------------------------------|----------------------|-------------------------|-------------------------------|----------------------|
| 2025 | \$ | % | 2035 | \$ | % |
| 2026 | | % | 2036 | | % |
| 2027 | | % | 2037 | | % |
| 2028 | | % | 2038 | | % |
| 2029 | | % | 2039 | | % |
| 2030 | | % | 2040 | | % |
| 2031 | | % | 2041 | | % |
| 2032 | | % | 2042 | | % |
| 2033 | | % | 2043 | | % |
| 2034 | | % | 2044 | | % |

(c) Interest shall accrue and be paid on each Certificate respectively until its redemption or prior maturity from the Date of Delivery or from the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for

each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on February 15 and August 15 of each year, commencing on August 15, 2024, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owner whose name appears in the Register at the close of business on the last business day of the month preceding such Interest Payment Date (the "Record Date"); provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (the "Special Record Date") will be established by the Paying Agent/Registrar (hereinafter defined and designated) if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first class United States mail, postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and each Owner to whom interest is to be paid; provided, however, that the Owner shall bear all risk and expenses of such customary banking arrangements.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, a legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

Section 3.04. Control, Execution and Initial Registration.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Date of Delivery 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 the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Date of Delivery, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installment to the Underwriters, or their Representative, manually signed by the Mayor and City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Underwriters or their Representative. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver registered definitive Certificates in accordance with instructions received from the Underwriters or their Representative.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and redemption premium (subject to the provisions herein that interest is to be paid to the person in whose name the Certificate is registered on the Record Date), if any, thereon, for the further purpose of making and receiving payment of the interest thereon, and for

all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) Registration of any Certificate may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Certificates, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Certificate or any portion thereof registered in the name of such assignee or assignees. No transfer of any Certificate shall be effective until entered in the Register. Upon assignment and transfer of any Certificate or portion thereof, a new Certificate or Certificates will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Certificate. To the extent possible, the Paying Agent/Registrar will issue such new Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Certificate may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the Owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination and in an aggregate principal or maturity amount equal to the unpaid principal or maturity amount of the Certificate presented for exchange. If a portion of any Certificate is redeemed prior to its scheduled maturity as provided herein, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon surrender thereof for cancellation. To the extent possible, a new Certificate or Certificates will be required to be delivered by the Paying Agent/Registrar to the Owner of the Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Certificate issued in exchange for any Certificate or portion thereof assigned, transferred or converted shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall convert and exchange the Certificates as provided herein, and each substitute Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such substitute Certificate is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of Certificates, but the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Certificate. In addition, the City hereby covenants with the Owners of the Certificates that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Certificates, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Certificates as provided herein.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.07. Cancellation.

(a) All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

(b) Each substitute Certificate issued in conversion of and exchange for or replacement of (pursuant to the provisions of Sections 3.06, 3.08 and 3.09 hereof) any Certificate or Certificates issued under this Ordinance shall have printed thereon a Certificate of Paying Agent/Registrar, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, manually sign and date such Certificate of Paying Agent/Registrar, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate of Paying Agent/Registrar is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to

accomplish the foregoing conversion and exchange or replacement of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be of customary type and composition and be printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Subchapter D of Chapter 1201, Texas Government Code, the duty of conversion and exchange or replacement of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Certificate of Paying Agent/Registrar, the converted and exchanged or replaced Certificates shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Certificate which was originally delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Certificates issued in conversion and exchange or replacement of any other Certificate or portion thereof (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Certificates shall be payable, all as provided, and in the manner required or indicated, in the Form of Certificates set forth in this Ordinance.

Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates 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 Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar, and thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate 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 Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected herewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate 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 Certificate;
- (ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar, and acceptable to the City, to save the Paying Agent/Registrar and the City harmless;
- (iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and
- (iv) satisfies any other reasonable requirements imposed by the City and Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates 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 Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Certificates, (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 Certificates, 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 Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter by and between the City, the Paying Agent/Registrar and DTC (the "Representation Letter"), and that it is in the best interest of the Owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended; notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates 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 Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates 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 Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 3.13. Additional Obligations.

The City reserves the right to issue any additional obligations authorized by law and such obligations may be payable from ad valorem taxes within the limits prescribed by law, which may or may not be additionally secured by the Surplus Revenues of the City's Water and Wastewater Systems. The City further reserves the right to issue any additional obligations secured by the net revenues on the City's Water and Wastewater Systems, which are senior to the lien and pledge of the Surplus Revenues securing payment of the Certificates.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

The City reserves the option to redeem Certificates maturing on and after August 15, 2034, in whole or in part, before their respective scheduled maturity dates, on August 15, 2033, or on any date thereafter (such redemption dates to be fixed by the City), at a price equal to the principal amount of the Certificates to be called for redemption plus accrued interest to the date fixed for redemption.

At least forty-five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each stated maturity to be redeemed, and the date of redemption therefor.

Section 4.03. [Mandatory Redemption – if applicable.]

The Certificates maturing in the years _____ (the “Term Certificates”) are subject to mandatory redemption prior to maturity at the price of par and accrued interest and shall be redeemed, in part, on the date and in the principal amount set forth below:

\$ _____,000 Term Certificates Due August 15, 20_____

| | | |
|-------------------|----------|------------|
| August 15, 20____ | \$ _____ | |
| August 15, 20____ | \$ _____ | |
| August 15, 20____ | \$ _____ | |
| August 15, 20____ | \$ _____ | |
| August 15, 20____ | \$ _____ | (Maturity) |

At least forty-five (45) days prior to each mandatory redemption date specified above that the Term Certificates are to be mandatorily redeemed, the Paying Agent/Registrar shall select by lot the numbers of the Term Certificate within the applicable maturity to be redeemed on the next following August 15 from moneys set aside for that purpose in the Interest and Sinking Fund. Any Term Certificate not selected for prior redemption shall be paid on the date of its stated maturity.

The principal amount of the Term Certificate required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the City, by the principal amount of the Term Certificate of the same maturity which at least fifty (50) days prior to a mandatory redemption date (i) shall have been defeased or acquired by the City at a price not exceeding the principal amount of such Term Certificate plus accrued interest to the date of purchase and delivered to the Paying Agent/Registrar for cancellation or (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with money in the Interest and Sinking Fund.]

Section 4.04. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or portions thereof, within such maturity to be redeemed.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City reserves the right to give notice of its election or direction to optionally redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice of redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such

rescission of a conditional notice of redemption to the affected owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificates to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until paid or until due provision is made for the payment of same by the City.

Section 4.08. Lapse of Payment.

(a) Money set aside for the redemption of Certificates and remaining unclaimed by the Owners of such Certificates after the redemption date shall be segregated in a special escrow account and held in trust, uninvested, without interest, for the account of such Owners.

(b) Amounts held by the Paying Agent/Registrar, which represent principal of and interest on the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable, shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints BOKF, NA, Dallas, Texas, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in the Ordinance.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be (i) a banking corporation, a banking association or a financial institution organized and doing business under the laws of the United States or of any state thereof, (ii) authorized under such laws to exercise trust powers and (iii) subject to supervision or examination by a federal or state governmental authority.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar, the form of agreement which is attached hereto as Exhibit A. The signature of the Mayor shall be attested by the City Secretary.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity

whose appointment is to be terminated written notice of such termination.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The Certificates shall be typed, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED

REGISTERED

No. R-__

\$_____

United States of America
State of Texas
CITY OF MANOR, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2023

Dated Date: Interest Rate: Stated Maturity: CUSIP No.:

December 1, 2023 _____% August 15, 20__ _____

Date of Delivery: December 19, 2023

Registered Owner: CEDE & CO.

Principal Amount: DOLLARS

THE CITY OF MANOR, TEXAS (hereinafter referred to as the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid Principal Amount hereof from the Date of Delivery shown above 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 being payable on February 15 and August 15 in each year, commencing August 15, 2024. Principal of this Certificate is payable at its Stated Maturity or redemption to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the

"Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS CERTIFICATE IS ONE OF A SERIES of fully registered Certificates specified in the title hereof issued in the aggregate principal amount of \$_____,000 (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of paying contractual obligations to be incurred for (1) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of the City's Water and Wastewater Systems including the construction of new plants and facilities, the oversizing and expansion of existing water and sewer lines, the construction of new water and sewer lines, the addition of new water storage tanks and pumps, and the installation and expansion of lift stations; (2) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of the City's parks and recreation facilities and systems including the acquisition of parkland and the installation, maintenance, and expansion of recreation facilities and other park amenities; (3) acquiring real property for public safety facilities including real property to be a site for an emergency medical services facility and a site for a new police station; (4) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of City streets, roads, and highways, bridges, and sidewalks, including drainage, intersection, and shared use pathway improvements; and (5) the payment of professional services and costs of issuance related thereto.

THE CERTIFICATES maturing on and after August 15, 2034 may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on August 15, 2033, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption and upon 30 days prior written notice being sent by United States mail, first class postage prepaid, to the Registered Owners of the Certificates to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance.

[THE CERTIFICATES maturing in the years _____ (the "Term Certificates") are subject to mandatory redemption prior to maturity at the price of par and accrued interest and shall be redeemed, in part, on the date and in the principal amount set forth below:

\$_____,000 Term Certificates Due August 15, 20_____

| | |
|-------------------|---------|
| August 15, 20____ | \$_____ |
| August 15, 20____ | \$_____ |

| | | |
|-----------------|---------|------------|
| August 15, 20__ | \$_____ | |
| August 15, 20__ | \$_____ | |
| August 15, 20__ | \$_____ | (Maturity) |

AT LEAST FORTY-FIVE (45) DAYS prior to each mandatory redemption date specified above that the Term Certificates are to be mandatorily redeemed, the Paying Agent/Registrar shall select by lot the numbers of the Term Certificate within the applicable maturity to be redeemed on the next following August 15 from moneys set aside for that purpose in the Interest and Sinking Fund. Any Term Certificate not selected for prior redemption shall be paid on the date of its stated maturity.

THE PRINCIPAL AMOUNT OF THE TERM CERTIFICATE required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the City, by the principal amount of the Term Certificate of the same maturity which at least fifty (50) days prior to a mandatory redemption date (i) shall have been defeased or acquired by the City at a price not exceeding the principal amount of such Term Certificate plus accrued interest to the date of purchase and delivered to the Paying Agent/Registrar for cancellation or (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with money in the Interest and Sinking Fund].

IF THIS CERTIFICATE (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

IN THE EVENT OF A PARTIAL REDEMPTION of the principal amount of this Certificate, payment of the redemption price of such principal amount shall be made to the Registered Owner only upon presentation and surrender of this Certificate to the Paying Agent/Registrar at its Designated Payment/Transfer Office, and there shall be issued to the Registered Owner hereof, without charge, a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum hereof. If this Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer this Certificate to an assignee of the Registered Owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

THE CERTIFICATES are payable from the levy of a direct and continuing ad valorem tax, within the limits prescribed by law, against all taxable property in the City, and from a limited pledge, not to exceed \$1,000, of Surplus Revenues (as defined in the Ordinance) from the City's Water and Wastewater Systems. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office

of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner or Holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenue pledged for the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be discharged at or prior to its maturity, and deemed to be no longer outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

THIS CERTIFICATE, subject to certain limitations contained in the Ordinance, may be transferred on the Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent. When a transfer on the Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

THE CITY AND THE PAYING AGENT/REGISTRAR, and any agent of either, shall treat the Registered Owner whose name appears on the Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Certificate on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner of a Certificate appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions and things to be done precedent to and in the issuance of this Certificate and the series of which it is a part, have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; that proper provisions have been made for the levy and collection annually of taxes upon all taxable property in said City sufficient within the limits prescribed by law, and from a limited pledge of Surplus Revenues (as defined in the Ordinance) from the City's Water and Wastewater Systems, to pay the interest on this Certificate and the series of which it is a part as due and to provide for the payment of the principal as the same matures; and that the total

indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

Mayor
City of Manor, Texas

City Secretary
City of Manor, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

| | | |
|---------------------------|---|--------------------|
| OFFICE OF THE COMPTROLLER | § | |
| OF PUBLIC ACCOUNTS | § | REGISTER NO. _____ |
| OF THE STATE OF TEXAS | § | |

I hereby certify that there is on file and of record in my office an Opinion of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

BOKF, NA
Dallas, Texas
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto/ _____ /

(Please print or typewrite name and address, including zip code, of Transferee)

_____ the within Certificate and all rights
(Please insert Social Security or Taxpayer Identification Number)

thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240-17Ad-15).

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(e) Form of Initial Certificate.

Heading and paragraph one shall be amended to read as follows:

REGISTERED
No. I-1

\$_____,000

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF MANOR, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2023

Dated Date: December 1, 2023

Date of Delivery: December 19, 2023

Registered Owner: FHN FINANCIAL CAPITAL MARKETS

Principal Amount: _____ THOUSAND DOLLARS

THE CITY OF MANOR, TEXAS (hereinafter referred to as the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 15 in the years and in principal installments in accordance with the following schedule:

YEAR OF
MATURITY

PRINCIPAL
INSTALLMENTS

INTEREST
RATE

(Information to be inserted from
schedule in Section 3.02(b) hereof.)

and to pay interest on the unpaid principal installments hereof from the Date of Delivery shown above at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2024. Principal installments of this Certificate are payable in the year of maturity or on a prepayment date to the Registered Owner hereof by BOKF, NA, (the "Paying Agent/Registrar"), upon presentation and surrender, at its principal offices in Dallas, Texas (the "Designated Payment/Transfer Office"). Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(f) Form of Statement of Insurance. A statement relating to a municipal bond insurance policy, if any, to be issued for the Certificates may be printed on each Certificate.

Section 6.03. CUSIP Registration.

The City may secure identification numbers ("CUSIP Numbers") and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP Numbers on the Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP Numbers incorrectly printed on the Certificates.

Section 6.04. Legal Opinion.

The approving legal opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, may be printed on the reverse side of each Certificate, or may be attached to each Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES, DEPOSIT OF PROCEEDS

Section 7.01. Approval of Documents.

The form and content of the Purchase Contract relating to the Certificates is hereby approved.

Section 7.02. Sale of the Certificates.

(a) The Certificates are hereby sold and shall be delivered to the Underwriters at a price of \$_____ (representing the par amount of the Certificates of \$____,000.00, plus a net reoffering premium of \$____, and less an Underwriters' discount of \$____), pursuant to the terms and provisions of the Purchase Contract of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous and reasonably obtainable by the City. The Mayor and other appropriate officials of the City are hereby authorized and directed to execute such Purchase Contract on behalf of the City, and the Mayor and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. The Initial Certificate shall be registered in the name of FHN Financial Capital Markets.

(b) Proceeds from the sale of the Certificates shall be applied as follows:

- (1) \$_____.00 to the Project Fund consisting of \$_____000.00 from the par amount of the Certificates and \$_____.00 from premium; and

(2) \$_____ from premium to pay the costs of issuance, consisting of:

\$_____ of general costs of issuance;
 \$_____ of Underwriters' Discount; and
 \$_____ of Rounding Amount to the Interest and Sinking Fund.

Section 7.03. Approval of Official Statement.

The form and substance of the Official Statement for the Certificates and any addenda, supplement or amendment thereto (the "Official Statement") presented to and considered at this meeting is hereby in all respects approved and adopted. The Mayor and the City Secretary are hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof and of any closing certificates to the Underwriters. The use and distribution of the Preliminary Official Statement by the Underwriters is hereby ratified, approved and confirmed and is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the City Council. The Underwriters are hereby authorized to use and distribute the Official Statement in the reoffering, sale, and delivery of the Certificates to the public. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

Section 7.04. Control and Delivery of Certificates.

(a) The Mayor is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Underwriters under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income.

Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates.

On or before each Interest Payment Date of the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available by the Authorized Officials to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date.

Section 9.02. Federal Tax Covenants.

The City covenants to take any action necessary to secure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

- (1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the

payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

- (2) to take any action to assure that in the event the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects licensed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

- (3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;
- (4) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;
- (5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;
- (6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with—
 - (i) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,
 - (ii) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and
 - (iii) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;
- (7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);
- (8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;
- (9) to maintain such records as will enable the City to fulfill its responsibilities under this section and section 148 of the Code and to retain such records

for at least six years following the final payment of principal and interest on the Certificates; and

- (10) to 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.

In order to facilitate compliance with the above covenants (8) and (9), a "Rebate Fund" is hereby authorized to be established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Certificate holders. The Rebate Fund is authorized to be established for the additional purpose of compliance with section 148 of the Code.

It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Secretary and the Finance Director of the City to execute any documents, certificates or reports required by the Code and to make such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Section 9.03. Reserved.

Section 9.04. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an “Event of Default,” to wit:

- (i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable;
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 30 days after notice of such default is given by any Owner to the City; or
- (iii) the City declares bankruptcy.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge and Defeasance. If the City shall pay or cause to be paid, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

The Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar or an authorized escrow agent, or (ii) Defeasance Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar or any trust company or commercial bank that does not act as a depository for the City, which Defeasance Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Definitions.

As used in this Article XII, the following terms have the meanings ascribed to such terms below:

“EMMA” means the Electronic Municipal Market Access System established by the MSRB.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“SEC” means the United States Securities and Exchange Commission.

Section 12.02. Annual Reports.

The City shall provide certain updated financial information and operating data annually to the MSRB through EMMA. The information to be updated includes financial information and operating data with respect to the City of the general type included in the Official Statement authorized by Section 7.03 of this Ordinance under Tables 1 through 5 and 7 in Appendix A to the Official Statement (the "Annual Financial Information"). The City shall additionally provide financial statements of the City (the "Financial Statements") that will be (1) prepared in accordance with the accounting principles described in Appendix C thereto or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation and shall be in substantially the form included in Appendix C thereto and (2) audited, if the City commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The City shall update and provide the Annual Financial Information within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2023. The City may provide the Financial Statements earlier, including at the time it provides its Annual Financial Information, but if the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such Financial Statements becomes available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC).

Section 12.03. Event Notices.

The City shall notify the MSRB through EMMA, in a timely manner not in excess of ten business days after the occurrence of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates or other material events affecting the tax-exempt status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For the purposes of the preceding clauses (15) and (16) of this Section 12.03 of this Ordinance, the term, “financial obligation” means a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of a debt obligation or any such derivative instrument. The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with Rule 15c2-12 of the Securities Exchange Act of 1934.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.02 by the time required by this Section.

Section 12.04. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Article with respect to the City and the Certificates while, but only while, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice required by Section 12.03 of any bond calls and defeasance that cause the City to no longer be such an “obligated person.”

The provisions of this Article are for the sole benefit of the Holders and Beneficial Owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the City or the State of Texas or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and Beneficial Owners of the Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Further Procedures.

The Mayor and City Secretary, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale and delivery of the Certificates, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor, City Manager, Finance Director and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Certificates by the Attorney General's office. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 13.02. Ordinance a Contract; Amendments.

The Ordinance shall constitute a contract with the Owners, from time to time, of the Certificates, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate remains outstanding except as permitted in this Section. The City may amend the Ordinance without the consent of or notice to any Owners in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the City may, with the written consent of the holders of a majority in aggregate principal amount of the Certificates then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Ordinance; except that, without the consent of the Owners of all the Certificates affected, no such amendment, addition, or rescission may (1) make any change in the maturity of any of the outstanding Certificates; (2) reduce the rate of interest borne by any of the outstanding Certificates; (3) reduce the amount of the principal or maturity value of, or redemption premium, if any, payable on any outstanding Certificates; (4) modify the terms of payment or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or (5) change the minimum percentage amount of the Certificates necessary to be held by Registered Owners for consent to such amendment.

Section 13.03. Public Meeting.

It is officially found, determined, and declared that the meeting at which this Ordinance has been read, passed and finally adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of the Open Meetings Act, Chapter 551, Texas Government Code.

Section 13.04. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 13.05. Effective Date.

This Ordinance shall be in full force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED this 29th day of November 2023.

Mayor
City of Manor, Texas

ATTEST:

City Secretary
City of Manor, Texas

[CITY SEAL]

EXHIBIT A

Form of Paying Agent/Registrar Agreement

PAYING AGENT/REGISTRAR AGREEMENT

This PAYING AGENT/REGISTRAR AGREEMENT, dated as of November 29, 2023 (this “Agreement”), by and between the City of Manor, Texas (the “Issuer”) and BOKF, NA (the “Bank”), a national banking association duly organized and operating under the laws of the United States of America.

WHEREAS, the Issuer has duly authorized and provided for the issuance of its Combination Tax and Revenue Certificates of Obligation, Series 2023 (the “Securities”), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Securities are scheduled to be delivered to the initial purchasers thereof on December 19, 2023; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on the Securities and with respect to the registration, transfer, and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

SECTION 1.01. APPOINTMENT. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the “Ordinance” (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain, for and on behalf of the Issuer, books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Ordinance, a copy of which books and records shall be maintained at the office of the Bank located in the State of Texas or shall be available to be accessed from such office located in the State of Texas.

The Bank hereby accepts its appointment and agrees to serve as the Paying Agent and Registrar for the Securities.

SECTION 1.02. COMPENSATION. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

SECTION 2.01. DEFINITIONS. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means, if applicable, the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Bank Office" means the corporate trust or commercial banking office of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Fiscal Year" means the fiscal year of the Issuer, ending September 30.

"Holder" and ***"Security Holder"*** each means the Person in whose name a Security is registered in the Security Register.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Ordinance" means the resolutions, orders or ordinances of the governing body of the Issuer pursuant to which the Securities are issued, certified by the City Secretary or any other officer of the Issuer and delivered to the Bank, together with any pricing certificate executed pursuant thereto.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinance).

“Redemption Date” when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

“Responsible Officer” when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

“Stated Maturity” means the date specified in the Ordinance the principal of a Security is scheduled to be due and payable.

SECTION 2.02. OTHER DEFINITIONS. The terms “Bank,” “Issuer,” and “Securities” (“Security”) have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

SECTION 3.01. DUTIES OF PAYING AGENT. (a) Principal Payments. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

(b) Interest Payments. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States mail, first class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other

method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

(c) **Federal Tax Information Reporting.** To the extent required by the Internal Revenue Code of 1986, as amended, and the Regulations, it shall be the duty of the Bank to report to the owners of the Securities and the Internal Revenue Service (i) the amount of "reportable payments," if any, subject to back up withholding during each year and the amount of tax withheld, if any, with respect to the payments on the Securities, and (ii) the amount of interest or amount treated as interest, such as original issue discount, on the Securities required to be included in the gross income of the owners thereof for federal income tax purposes.

SECTION 3.02. PAYMENT DATES. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Ordinance.

ARTICLE FOUR REGISTRAR

SECTION 4.01. SECURITY REGISTER – TRANSFERS AND EXCHANGES. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. If the Bank Office is located outside the State of Texas, a copy of the Security Register shall be kept in the State of Texas. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

SECTION 4.02. SECURITIES. The Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of

printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

SECTION 4.03. FORM OF SECURITY REGISTER. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

SECTION 4.04. LIST OF SECURITY HOLDERS. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

Unless required by law, the Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

SECTION 4.05. RETURN OF CANCELLED SECURITIES. The Bank will, at such reasonable intervals as it determines, surrender Securities to the Issuer in lieu of which or in exchange for which other Securities have been issued, or which have been paid, or will provide a certificate of destruction relating thereto.

SECTION 4.06. MUTILATED, DESTROYED, LOST, OR STOLEN SECURITIES. The Issuer hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, destroyed, lost, or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed, lost, or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with

such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost, or stolen.

SECTION 4.07. TRANSACTION INFORMATION TO ISSUER. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

SECTION 5.01. DUTIES OF BANK. The Bank undertakes to perform the duties set forth herein and in the Ordinance and agrees to use reasonable care in the performance thereof.

Additionally, the Bank is authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner described in the closing memorandum prepared by the Issuer's financial advisor or other agent of the Issuer. The Bank may act on a facsimile or e-mail transmission of the closing memorandum by the Financial Advisor or the Issuer, as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

SECTION 5.02. RELIANCE ON DOCUMENTS, ETC. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely on and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

SECTION 5.03. RECITALS OF ISSUER. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

SECTION 5.04. MAY HOLD SECURITIES. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

SECTION 5.05. MONEY HELD BY BANK. The Bank shall deposit any moneys received from the Issuer into an account to be held in an agency capacity for the payment of the Securities, with such moneys in the account that exceed the deposit insurance, available to the Issuer, provided by the Federal Deposit Insurance Corporation to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas and to the extent practicable under the laws of the United States of America to secure and be pledged as collateral for trust accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Funds held by the Bank hereunder need not be segregated from any other funds provided appropriate accounts are maintained in the name and for the benefit of the Issuer.

The Bank shall be under no liability for interest on any money received by it hereunder.

Any money deposited with the Bank for the payment on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code (Unclaimed Property).

The Bank will comply with the reporting provisions of Chapter 74 of the Texas Property Code with respect to property that is presumed abandoned under Chapter 72 or Chapter 75 of the Texas Property Code or inactive under Chapter 73 of the Texas Property Code.

SECTION 5.06. INDEMNIFICATION. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred

without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

SECTION 5.07. INTERPLEADER. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the County in the State of Texas where either the Bank maintains an office or the administrative offices of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction located in the State of Texas to determine the rights of any Person claiming any interest herein.

SECTION 5.08. DEPOSITORY TRUST COMPANY SERVICES. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements,” effective from time to time, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

SECTION 5.09. TEXAS GOVERNMENT CODE SECTIONS 2271.002, 2274.002 AND 2276.002. The Bank hereby verifies that this Agreement has a value of less than \$100,000 and that the provisions required by Sections 2271.002, 2274.002 and 2276.002 of the Texas Government Code for contracts having a value of at least \$100,000 are not required in this Agreement.

Section 5.10. NO TERRORIST ORGANIZATION. The Bank is a Company as defined in Section 2270.0001(2) of the Texas Government Code, which means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. The Bank, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate thereof, hereby verifies that it is not identified on the lists prepared and maintained by the Comptroller of Public Accounts under Section 2252.153 or 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 solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable

Federal law and excludes the Bank 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 Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

ARTICLE SIX MISCELLANEOUS PROVISIONS

SECTION 6.01. AMENDMENT. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

SECTION 6.02. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other.

SECTION 6.03. NOTICES. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

SECTION 6.04. EFFECT OF HEADINGS. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 6.05. SUCCESSORS AND ASSIGNS. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

SECTION 6.06. SEVERABILITY. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 6.07. BENEFITS OF AGREEMENT. Nothing herein, expressed or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

SECTION 6.08. ENTIRE AGREEMENT. This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

SECTION 6.09. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

SECTION 6.10. TERMINATION. This Agreement will terminate on the date of final payment of the principal of and interest on the Securities to the Holders thereof or may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination

of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay, or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

SECTION 6.11. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF MANOR, TEXAS

By: _____

Title: Mayor

Address: 105 E. Eggleston Street
Manor, Texas 78653

Attest:

Title: City Secretary

BOKF, NA

By: _____

Title: _____

Address: Corporate Trust Department
5956 Sherry Lane, Suite 1201
Dallas, Texas 75225

Schedule A

City of Manor, Texas
Certificates of Obligation, Series 2023



PAYING AGENT/REGISTRAR

Schedule of Fees

Acceptance Fee**WAIVED**

For review and coordination of documents, setup of accounts and wires in preparation for closing.

Annual Administration Fee**\$350.00**

For ordinary administration services by Paying Agent/Registrar – includes daily routine account management and processing in accordance with the agreement. Float credit received by the bank for receiving funds that remain uninvested are deemed part of the Paying Agent's compensation. First year's fee is due at closing and invoiced semi-annually thereafter at \$175.00 with debt service.

Call or Redemption of Bonds**At Cost**

Cost includes distribution to holders of record, redemption processing and notification through DTC. Any and all publication expenses including Bond Buyer, Regional and Financial Periodicals for the call notice will be billed to the Issuer at cost.

Charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be determined by appraisal in the amounts commensurate with the service provided. Counsel fees, if ever retained as a result of a default, or other extraordinary occurrences on behalf of the bondholders or Bank of Texas, will be billed at cost.

Services not included in this Fee Schedule, but deemed necessary or desirable by you, may be subject to additional charges. Our proposal is subject in all aspects to review and acceptance of the final financing documents which sets forth our duties and responsibilities.

Jose Gaytan, Senior Vice President

Regional Corporate Trust Business Development
Officer | Phone: 512.813.2002
JGaytan@bokf.com

Erin Fitzpatrick, Senior Vice President

National Corporate Trust Business Development
Officer | Phone: 972.892.9972
EFitzpatrick@bokf.com



To learn more about BOK Financial:





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 29, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTIONS:

Consideration, discussion, and possible Action on Resolution Expressing Intent to Finance Expenditures to be Incurred by the City of Manor, Texas.

BACKGROUND/SUMMARY:

This resolution is presented in connection with the City's proposed acquisition of portions of the CAYSA property that will be used for economic development purposes. The City intends to purchase the property with funds from the general fund and then reimburse itself with the proceeds of the general obligation bonds approved as Proposition A in the November 7, 2023, election. For the proceeds of those bonds to be used for reimbursement and remain tax-exempt, federal and state law requires the city to express its intent to reimburse itself within 60 days of the original expenditure.

This resolution constitutes this required expression of intent to reimburse. The closing on the CAYSA property is tentatively set for December 20, 2023. The city may initiate the process of selling tax-exempt bonds as early as December 20. Assuming an efficient timeline, closing on that bond transaction would occur in February or thereafter, at which time the City will reimburse itself for the property acquisition.

LEGAL REVIEW: Yes. Gregory Miller, Bond Counsel

FISCAL IMPACT: This resolution will allow the City to use the proceeds of tax-exempt bonds, which are anticipated to be issued in the first quarter of 2024, to reimburse itself for general fund expenditures made to acquire property.

PRESENTATION: No

ATTACHMENTS: Yes

- Resolution No. 2023-39

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve Resolution No. 2023-39 Expressing Intent to Finance Expenditures to be Incurred by The City of Manor, Texas.

RESOLUTION NO. 2023-39**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED BY THE CITY OF MANOR, TEXAS.**

WHEREAS, the City of Manor, Texas (the “Issuer” or “City”) is a political subdivision of the State of Texas authorized to issue obligations to finance its activities pursuant to CHAPTER 1331, TEXAS GOVERNMENT CODE, and other provisions, the interest on which is excludable from gross income for federal income tax purposes (“tax-exempt obligations”) pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments with respect to the project listed on Exhibit “A” attached hereto;

WHEREAS, the Issuer desires to reimburse itself for the costs associated with the project listed on Exhibit “A” attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and,

WHEREAS, the Issuer reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the project listed on Exhibit “A” attached hereto.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The Issuer reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the project listed on Exhibit “A” attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

Section 2. This Resolution is also made to evidence the intent of the Issuer to make such reimbursements under Treas. Reg. Section 1.150-2 and Section 1201.042, Texas Government Code.

Section 3. The Issuer reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the Issuer for the costs associated with the project listed on Exhibit “A” attached hereto will not exceed \$15,000,000.

Section 4. The Issuer intends to reimburse the expenditures hereunder not later than 18 months after the later of the date the original expenditure is paid or the date the project is placed in service or abandoned, but in no event more than three years after the original expenditure is paid unless the project is a construction project for which the Issuer and a licensed architect or engineer have certified on Exhibit “A” that at least five years are necessary to complete the project in which event the maximum reimbursement period is five years after the date of the original expenditure.

RESOLUTION NO. 2023-39

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ADOPTED AND APPROVED this ____ day of _____, 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz
City Secretary

EXHIBIT “A”

DESCRIPTION OF PROJECTS

Acquisition of real property for economic development purposes.

The City intends to reimburse such expenditures with the proceeds of an obligation to be issued in an amount not to exceed \$15,000,000.