

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS               §

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF MANOR  
FOR ANNEXATION OF PROPERTY**

**WHEREAS**, the undersigns are the owners of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description in Section One below (referred to herein as the “Subject Property”);

**WHEREAS**, the undersigns have sought the annexation of the Subject Property by the City of Manor, Texas, (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the Subject Property by the City;

**WHEREAS**, the Subject Property is contiguous and adjacent to the corporate limits of the City;

**WHEREAS**, the City, pursuant to *Chapter 43, Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the Subject Property; and,

**WHEREAS**, the undersigns agree and consent to the annexation of the Subject Property by the City and further agree to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

**NOW THEREFORE**, the undersigned by this Petition and Request:

**SECTION ONE:** Request the City Council of the City to commence annexation proceedings and to annex all portions of the Subject Property not already within the corporate limits of the City of Manor, Texas, including the abutting streets, roadways, and rights-of-way thereto, described as follows:

APPROXIMATELY 22.78 acres being out of an a portion of the A.C. CALDWELL SURVEY NO. 52, Abstract No. 154, in Travis County, Texas, and being the same property called 22.65 acres as described in a Deed recorded in Volume 10302, Page 548, Real Property Records of Travis County, Texas.

**SECTION TWO:** Request that after annexation, the City provide such services as are legally permissible and provided by the City, including sanitation, wastewater and general governmental services as set forth in the municipal services plan.

**SECTION THREE:** Acknowledge and represent having received, read and understood the attached “draft” Service Plan (proposed to be applicable to and adopted for the Subject Property) and that such “draft” Service Plan is wholly adequate and acceptable

\*owner may withdraw this voluntary annexation petition at any time prior to final city council approval.

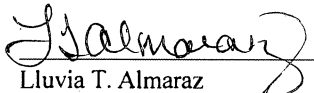
to the undersign who hereby request the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

**SECTION FOUR:** Acknowledge that the undersigns understand and agree that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

**SECTION FIVE:** Agree that a copy of this Petition and Request may be filed of record in the offices of the City of Manor and in the real property records of Travis County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

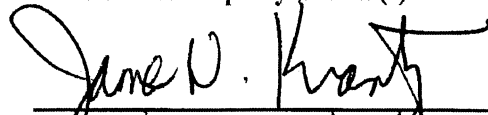
FILED, this 19<sup>th</sup> day of December, 2022 with the City Secretary of the City of Manor, Travis County, Texas.

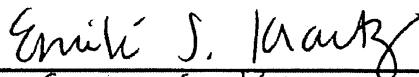
ATTEST:

  
Lluvia T. Almaraz  
City Secretary



Petitioners: Property Owner(s)

  
Name: James W. Krantz  
Title: manager  
Company (if applicable) Krantz Properties, LLC

  
Name: EMILI S. KRANTZ  
Title: Manager  
Company (if applicable) Krantz Properties, LLC

STATE OF TEXAS

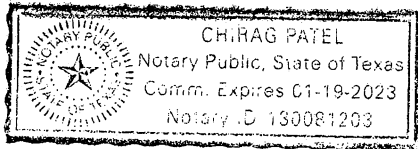
§  
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COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared James W. Krantz (name), Manager (title), Krantz Properties, LLC (company) owner of Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8 day of December, 2022.

(SEAL)



*Chirag Patel*

Notary Public-State of Texas

STATE OF TEXAS

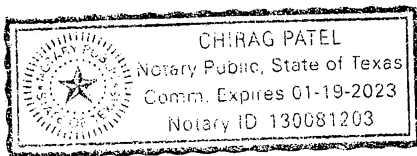
§  
§  
§

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Emili S. Krantz (name), Manager (title), Krantz Properties, LLC (company) owner of Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8 day of December, 2022.

(SEAL)



*Chirag Patel*

Notary Public-State of Texas

Exhibit "A"

FOREST SURVEYING AND MAPPING CO.  
1002 Ash St.  
Georgetown, Tx. 78626

DESCRIPTION FOR ENVIRONMENTAL MILL AND SUPPLY INC.

BEING 22.78 acres of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas; the same property called 22.65 acres as described in a deed to Environmental Mill and Supply, Inc. of record in Vol. 10302, Pg. 548, of the Real Property Records of Travis County, Texas. This tract was surveyed on the ground in July of 2008, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Grid North, Texas Central Zone.

BEGINNING at a capped 1/2 inch iron pin which was set at the present Northeast corner of the said 22.65 acre tract and at the Northwest corner of the Eugene Juby property (31.08 ac. 7839/811). This corner exists at a fence corner in the South line of U.S. Highway 290.

THENCE with the East boundary of the said 22.65 acre property of Environmental Mill and Supply Inc. and the West boundary of Juby, S 28 deg. 27 min. 57 sec. W 363.26 feet to an iron pin found at the lower Northwest corner of the property of the Capital Area Youth Soccer Association (242.07 ac. Doc. 2000012678); continuing with the common boundary between C.A.Y.S.A. and the said 22.65 acres, S 28 deg. 33 min. 12 sec. W 1869.03 feet to an iron pin found at a fence corner.

THENCE with the South line of the said 22.65 acres and the North boundary of Lot 1 of the Unicorn Equestrian Center Subdivision (Doc. 200100239), N 46 deg. 04 min. 22 sec. W 399.65 feet to an iron pin set. This point stands stands (L1) S 81 deg. 53 min. 24 sec. E 5.87 feet from an iron pin found.

THENCE with the West boundary of the said 22.65 acre tract and the East boundary of a property called 22.682 acres as described in a deed to M B and M S Enterprise, Inc. (Doc. 2005187865), N 21 deg. 56 min. 09 sec. E 1792.60 feet to a capped 1/2 inch iron pin set.

THENCE with the South line of U.S. Highway 290, N 88 deg. 14 min. 44 sec. E 685.00 feet to the POINT OF BEGINNING.

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

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

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 16<sup>th</sup> day of July of 2008, A.D. File # 08-110001-0001 BAHRAMI.DOC

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



EXHIBIT "A-1"

**SURVEY PLAT  
FOR  
MAHNAZ BAHRAMI**

22.78 AC.

ENVIRONMENTAL MILL AND SUPPLY, INC.  
CALLED 22.65 AC. IN 10302/548

22.70 AC.

MB & MS ENTERPRISE INC.  
CALLED 22.68 AC. DOC. 2005187865  
IN THE A.C. CALDWELL SURVEY NO 52 A-154  
IN TRAVIS COUNTY, TEXAS

SCALE: 1"=100'

**U.S. HIGHWAY 290**

**14807 U.S. HIGHWAY 290**  
ENVIRONMENTAL MILL & SUPPLY, INC.  
22.65 ACRES  
10302/548  
22.78 AC.

22.70 AC.  
MB & MS ENTERPRISE, INC.  
22.682 ACRES  
DOC. #2005187865

RESTRICTIVE COVENANTS AND RECORD EASEMENTS HAVE BEEN LISTED HEREON AS IDENTIFIED FOR THIS SURVEY BY COMMITMENT OF 08-7316064 PROVIDED BY ALAMO TITLE CO. EFFECTIVE DATE JUNE 4, 2008 AS FOLLOWS (WHY APPLY IF EXTENDING TO SITE):  
A) LEAS, MINERAL RIGHTS AND OTHER MATTERS THAT HAVE NOT BEEN REQUESTED HAVE NOT BEEN REVIEWED AS A PART OF THIS SURVEY  
SCHEDULE B ITEMS AS FOLLOWS:  
B-1) RESTRICTIVE COVENANTS 4685/1334 - (APPLICABLE) NO CHEMICAL DISPOSAL OR SURFACE DUMP SITES  
SCHEDULE B ITEM 10 MATTERS:  
100) ELECTRIC EASEMENT TO TEXAS PUBLIC UTILITIES CO. 396/227 - 1926 EASEMENT BASED ON UNKNOWN STATIONING - PROBABLE LOCATION ADJACENT HIGHWAY AS SHOWN - CROSSES PROPERTY OF W.H. BALLESTEDT, GENERAL TYPE ADJACENT ACCESS ETC.  
100) ELECTRIC EASEMENT TO TEXAS POWER & LIGHT CO. 560/58 - 1937 EASEMENT (GENERAL DESCRIPTION GIVEN AT APPROXIMATE LOCATION, NOT LOCATABLE BY RECORD DESCRIPTION BASED ON UNKNOWN STATIONING WITH IMPRECISE CALLS, CROSSES PROPERTY OF W.H. BALLESTEDT  
100) ELECTRIC EASEMENT TO LOWER COLORADO RIVER AUTHORITY 630/31 - 1930 EASEMENT BY W.H. BALLESTEDT - 100' WIDE EASEMENT CROSSES 135 AC. 244/132, EXISTS SOUTHERLY (SEE PLAT 200100239, DOES NOT EXTEND TO THIS SITE)  
100) DRAINAGE OR CHANNELIZATION EASEMENT TO STATE OF TEXAS 1440/286 - CROSSES NORTHEAST PORTION OF SITE AS SHOWN - DESCRIPTION IS ILLEGIBLE, EASEMENT IS LOCATED AT EXISTING DRAINAGE CHANNEL BY STATE R.O.W. MAP  
100 & 101) GENERAL TYPE WATER PIPELINE EASEMENTS TO MANVILLE WATER SUPPLY CORP. 4823/1899 (1972 EASEMENT BY H.F. SCHROEDER CROSSES PROPERTY 713/188) & 5050/1832 (1971) EASEMENT BY EMMETT E. RAMEY CROSSES 118.85 AC. 4685/1334) NOT LOCATABLE  
100) TELECOMMUNICATIONS EASEMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY 5769/1121 (20' WIDE EASEMENT BY EMMETT E. RAMEY IN 1977 CROSSING PROPERTY IN 4685/1334 THAT EXISTS NORTH OF HIGHWAY 290, DOES NOT APPLY.)  
100) LEASE AGREEMENT REAGAN NATIONAL ADVERTISING OF AUSTIN, INC., MEMORANDUM 200058610 - SEE EXISTING BILLBOARDS ADJACENT HIGHWAY AS SHOWN HEREON

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, UNDER MY SUPERVISION. THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND IDENTIFIES ANY EVIDENCE OF BOUNDARY LINE CONFLICTS, SHORTAGES IN AREA, PROTRUSIONS, INTRUSIONS, AND OVERLAPPING OF IMPROVEMENTS. THIS PROPERTY ADJUTS A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.

SURVEY DATE JULY 16, 2008.

*William F. Forest, Jr.*  
WILLIAM F. FOREST, JR. R.P.L.S. 1847



THE PROPERTY DESCRIBED HEREON IS PARTIALLY WITHIN A SPECIAL FLOOD HAZARD AREA (ZONE A) AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD HAZARD BOUNDARY MAP REVISED AS PER MAP NUMBER 48453C0030E, EFFECTIVE DATE 09/27/1991. A FLOOD HAZARD STUDY TO IDENTIFY ADDITIONAL AREAS OF FLOOD HAZARD IS NOT INCLUDED IN THIS SURVEY.

**LEGEND**

- ELEVATION BENCHMARK
  - STEEL COTTON SPINDLE
  - IRON PIN FOUND
  - CORNER NOT FOUND, REPLACED WITH 1/2" IRON PIN
  - IRON PIPE FOUND
  - FENCE POST
  - NAIL FOUND
  - NAIL SET
  - CONCRETE MONUMENT FOUND
  - EXISTING WIRE FENCE
  - CHAIRLINK FENCE
  - BOARD FENCE
  - ORANGE MARKING
  - GAS LINE VALVE
  - WELL
  - FIRE HYDRANT
  - POWER POLE
  - WATER VALVE
  - TELEPHONE CABLE
  - WATERLINE EXISTING
  - OVERHEAD POWER LINE
  - CENTER LINE OF CHANNEL
  - RECORD CALLS (BEARING / DISTANCE)
  - DATA THIS SURVEY
  - SPECIAL FLOOD HAZARD AREA PER F.E.M.A. (APPROXIMATE LIMIT WILL VARY WITH CONDITIONS)
  - TRACT LINES
  - LAND GRANT LINES
- ALL DOCUMENT REFERENCES ARE IN TRAVIS COUNTY.

NOTE:  
THE BEARING BASIS FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM GRID NORTH, TEXAS CENTRAL ZONE NGS CONTROL POINT 890222 DATUM: GEOID3 NAVD88, NAD83 CONVERGENCE: 0.9999579 COMBINED SCALE FACTOR: 0.99992723

NOTE: THIS MAP COPYRIGHT 2008 BY FOREST SURVEYING & MAPPING CO. THIS MAP IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES. NO LICENSE HAS BEEN CREATED (EXPRESS OR IMPLIED) TO COPY THIS MAP EXCEPT IN CONJUNCTION WITH THE ORIGINAL TRANSACTION FOR WHICH THIS MAP WAS CREATED. (MAY BE COPIED IN THAT CONTEXT IF CONDITIONS REMAIN UNCHANGED)

LOT 1, UNICORN  
EQUESTRIAN CENTER SUBDIVISION  
DOC. # 200100239

LINE TABLE	
LINE	LENGTH
LI	5.87

**F.E.M.A.  
ZONE A**

CAPITAL AREA YOUTH  
SOCCER ASSOCIATION  
DOC. 2000912678  
242.07 AC.

**FOREST SURVEYING  
AND MAPPING COMPANY**  
1008 ASH STREET  
CORPUS CHRISTI, TEXAS  
361-600-0057

SDSK-BAHRAMI/BAHRAMI ENVIRONMENTAL  
BAHRAMI/BAHRAMI

URN TO:  
MO TITLE COMPANY  
S. MOPAC EXPRESSWAY  
BLDG. III, SUITE 100  
AUSTIN, TEXAS 78746-5776  
GF# 08-7314260-6



WD 2008155343  
8 PGS

§

**GENERAL WARRANTY DEED  
WITH VENDOR'S LIEN**

**Date:** September 9, 2008

**Grantor:** Mahnaz Bahrami

**Grantor's Mailing Address (including county):**

P.O. Box 24  
Land Rock TX 78680

**Grantee:** Krantz Properties, LLC, a Texas limited liability company

**Grantee's Mailing Address (including county):**

1359 Jefferson Hwy  
Jefferson, LA 70121-0000

**Consideration:**

1. Ten and No/100 (\$10.00) Dollars and other good and valuable consideration.
2. A note of even date that is in the principal amount of SIX HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$640,000.00) and is executed by Grantee, payable to the order of JPMorgan Chase Bank, NA. The note is secured by a vendor's lien retained in favor of JPMorgan Chase Bank, NA in this Deed and by a Deed of Trust of even date from Grantee to Randall B. Durant, Trustee.

**Property (including any improvements):**

See Exhibit "A" attached hereto and made a part hereof.

**Reservations from and Exceptions to Conveyance and Warranty:**

Easements, rights-of-way, prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any state of facts which an accurate survey or search of title would show; and encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any governmental district, agency, or other authority; taxes for the property, the payment of which Grantee assumes; and subsequent assessments for that

and prior years due to change in land usage, ownership, or both, or for environmental audit(s), the payment of which Grantee assumes.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantor is reserving and hereby retains any and all: (i) rights as "Lessor" under that certain Lease Agreement with Reagan National Advertising of Austin, Inc., as Lessee, as evidenced by Memorandum recorded in Document Number 2000058610, Official Public Records of Travis County, Texas, including all renewals or extensions thereof; (ii) surface rights in, on or under the Property as they pertain to the erection, ownership, or leasing of any billboards located on the Property, including but not limited to any existing billboards; and (iii) rights to maintain, repair, replace, erect and lease billboards on the Property, provided that no new billboards shall be erected unless the billboard existing on the date of this deed is removed, and provided that no billboards shall be erected to the west of Cottonwood Creek, unless agreed to in writing by Grantor and Grantee.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

PROPERTY CONDITION: GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT GRANTEE PRIOR TO THE DATE HEREOF HAS INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. GRANTEE ACKNOWLEDGES THAT IT IS FULLY RELYING ON GRANTEE'S (OR GRANTEE'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY GRANTOR OR ANY OF ITS REPRESENTATIVES. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS

(OR GRANTEE'S REPRESENTATIVES HAVE), PRIOR TO THE DATE HEREOF, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY), AND GRANTEE ACKNOWLEDGES THAT GRANTEE IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED AND THE PURCHASE, GRANTEE HEREBY AGREES TO ACCEPT THE PROPERTY ON THE DATE HEREOF IN ITS "AS IS", "WHERE IS" CONDITION AND WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT ONLY THE TITLE WARRANTIES EXPRESSLY SET FORTH IN THIS DEED (AND RELATED BILL OF SALE) DATED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN CONNECTION WITH THE SALE OF THE PROPERTY TO GRANTEE, GRANTOR AND GRANTOR'S OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, ATTORNEYS, CONTRACTORS AND AFFILIATES ("GRANTOR'S RELATED PARTIES") HAVE MADE NO, AND SPECIFICALLY DISCLAIM, AND GRANTEE ACCEPTS THAT GRANTOR AND GRANTOR'S RELATED PARTIES HAVE DISCLAIMED, ANY AND ALL REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW (EXCEPT AS TO TITLE AS HEREINABOVE PROVIDED), OF OR RELATING TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, OF OR RELATING TO (I) THE USE, INCOME POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC OR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE CONSTRUCTION, (II) THE NATURE, MANNER, CONSTRUCTION, CONDITION, STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED ON THE PROPERTY, ON THE SURFACE OR SUBSURFACE THEREOF, WHETHER OR NOT OBVIOUS, VISIBLE OR APPARENT, (III) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF THE PROPERTY, (IV) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS, OR THE COMPLIANCE OF THE PROPERTY WITH REGULATIONS OR LAWS PERTAINING TO HEALTH OR THE ENVIRONMENT, AND (V) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON, OR UNDER THE PROPERTY. THE GRANTEE HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES, AND COSTS (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY. GRANTEE ACKNOWLEDGES THAT ANY CONDITION OF THE PROPERTY WHICH GRANTEE DISCOVERS OR DESIRES TO CORRECT OR IMPROVE PRIOR TO OR AFTER THE CLOSING DATE SHALL BE AT GRANTEE'S SOLE EXPENSE.



GRANTEE EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL LAW, STATE OR OTHER LAW THAT GRANTEE MIGHT OTHERWISE HAVE AGAINST GRANTOR RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY. ANY REPAIRS PAID FOR BY GRANTOR PURSUANT TO THIS CONTRACT, IF ANY, SHALL BE DONE WITHOUT ANY WARRANTY OR REPRESENTATION BY GRANTOR, AND GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IN CONNECTION WITH SUCH REPAIRS.

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

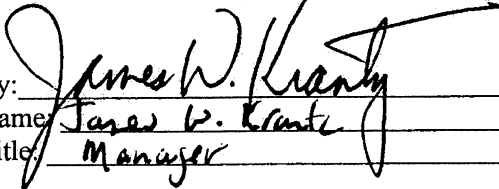
**GRANTOR:**

  
Mahnaz Bahrami

Acknowledged, Accepted, and Agreed to by:

**GRANTEE:**

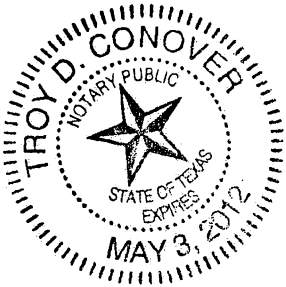
Krantz Properties, LLC  
A Texas limited liability company

By:   
Name: James W. Krantz  
Title: Manager

**ACKNOWLEDGMENTS**

STATE OF TEXAS           §  
   §  
COUNTY OF               §

This instrument was acknowledged before me on the 9 day of September, 2008, by Mahnaz Bahrami.



*[Handwritten Signature]*

Notary Public in and for  
The State of Texas

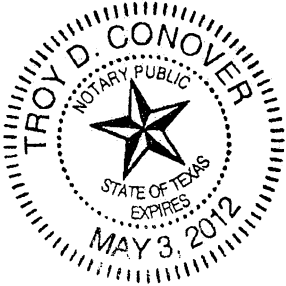
Name Printed \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF TEXAS           §  
   §  
COUNTY OF               §

**SEAL**

This instrument was acknowledged before me on the 9 day of September, 2008, by James W. Kuntz, Manager of Krantz Properties, LLC, a Texas limited liability company on behalf of said limited liability company.



*[Handwritten Signature]*

Notary Public in and for  
The State of Texas

Name Printed \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICES OF

HAJJAR SUTHERLAND & KELLY, LLP  
1205 Rio Grande Street  
Austin, Texas 78701  
Telephone: (512) 637-4956  
Telecopier: (512) 637-4958

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FOREST SURVEYING AND MAPPING CO.  
 1002 Ash St.  
 Georgetown, Tx. 78626

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THENCE with the South line of U.S. Highway 290, N 88 deg. 14 min. 44 sec. E 685.00 feet to the POINT OF BEGINNING.

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

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

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 16<sup>th</sup> day of July of 2008, A.D. ~~By~~ For: BAHRAMIDS.DOC

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



**EXHIBIT "A-1"**

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES  
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the "Agreement") is entered into by and between the City of Manor, Texas, a municipal corporation ("City"), and Krantz Properties, LLC, a Texas Limited Liability Company ("Landowner"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS**, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the "subject property");

**WHEREAS**, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

**WHEREAS**, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective;

**WHEREAS**, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the "Effective Date").

**WHEREAS**, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

**WHEREAS**, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will

provide municipal services to the subject property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the subject property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "Agricultural District "A"" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City

utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:



(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and

their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Travis County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

*[signature pages follow]*

**EXECUTED and AGREED to by the Parties this the \_\_\_ day of \_\_\_\_\_, 20\_\_.**

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

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

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

LANDOWNER(S):

Krantz Properties, LLC  
By: James W. Krantz  
Name (print): James W. Krantz  
Title: Manager  
Date: 12-8-22

Krantz Properties, LLC  
By: Emili S. Krantz  
Name (print): EMILI S. KRANTZ  
Title: MANAGER  
Date: 12/8/22

**Subject Property Description**