

**DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR LANDMARK AT MANOR EAST DEVELOPMENT**

This Development Agreement Establishing Development Standards for the **Landmark at Manor East** Development (the "Agreement") is made and entered into, effective as of the ___ day of November, 2024, by and between the **City of Manor, Texas**, a Texas home rule municipal corporation (the "City"), Landmark at Manor Holdings, LLC (the "Developer"), Landmark at Manor Prop Holdings, LLC (the "Parcel 1 Owner") and Landmark at Manor Prop Holdings West, LLC ("Parcel 2 Owner," together, collectively with Parcel 1 Owner, the "Owner"). The City, Developer and Owner are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) Parcel 1 Owner owns that certain 11.2310 acre tract located in Travis County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes ("Parcel 1") and Parcel 2 Owner owns that certain 12.8371 acre tract in Travis County, Texas, being described in **Exhibit B** attached hereto and incorporated herein for all purposes ("Parcel 2," together, collectively with Parcel 1, the "Property") and has authorized Developer to develop the Property for **Landmark at Manor East** (the "Development"). Owner and Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Section 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

Section 2. Term; Termination.

- (a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the issuance of the final certificate of occupancy for the final structure in the Development.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Owner or

Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 6 herein.

Section 3. Development Standards.

- (a) **Development Requirements – Dwelling Unit Size.** The Developer agrees to provide thirty percent (30%) of the total exterior façade area constructed of Masonry, and the City agrees to reduce the dwelling unit size by 300 square feet. “Masonry” is considered clay brick, natural stone, cultured stone, cast stone, stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors and trim work. Masonry excludes cementitious planking.

- (b) **Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, as herein defined, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

Section 4. Development of the Property. Except as modified by this Agreement, the Development and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City’s ordinances and the zoning regulations applicable to the Property, and such amendments to City ordinances and regulations that that may be applied to the Development and the Property under Chapter 245, Texas Local Government Code, and good engineering practices (the “Applicable Regulations”). If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control.

Section 5. Assignment of Commitments and Obligations; Covenant Running with the Land.

- (a) Owner’s rights and obligations under this Agreement may be assigned by Owner to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Owner of this Agreement or of any right or duty of Owner pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.

- (b) This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property. Owner, Developer and the City acknowledge and agree that this Agreement is binding upon the City, Owner and Developer and their respective

successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 6. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards.

Section 7. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 8. Attorneys Fees. In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 9. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Section 10. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by

the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 11. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

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

with copy to:

The Knight Law Firm, LLP
Attn: Paige H. Saenz
223 West Anderson Lane, #A105
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:

Landmark at Manor Residential Holdings, LLC
Attn: Julia Baytler, Manager
21500 Biscayne Blvd., Ste 402
Aventura, FL 33180

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Section 12. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

Section 13. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 14. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

Section 15. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the city pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 16. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

Section 17. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 18. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

Section 19. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Owner and Developer represent that neither Owner or Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner or Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government

Code, as amended.

Section 20. Verification under Chapter 2252, Texas Government Code. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Owner and Developer represent that Owner and Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner or Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Section 21. No Discrimination Against Fossil-Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, as amended, Owner and Developer hereby verify that they and their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (b) does business with a company described by (a) above.

Section 22. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, as amended, Owner and Developer hereby verify that they and their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, (a) ‘discriminate against a firearm entity or firearm trade association’ means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (b) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (A) to comply with federal, state, or local law,

policy, or regulations or a directive by a regulatory agency or (B) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code); and (b) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

Section 23. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 24. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Property Description

[signature pages follow]

EXECUTED in multiple originals this the ____ day of November, 2024.

CITY:

City of Manor, Texas

a Texas home-rule municipal corporation

By: _____

Name: Dr. Christopher Harvey

Title: Mayor

Attest:

By: _____

Name: Lluvia T. Almaraz

Title: City Secretary

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of November, 2024, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

By: _____

Name:

Title:

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of _____, a _____ company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

PARCEL 1 OWNER:

By: _____

Name:

Title:

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of _____, a _____ company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

PARCEL 2 OWNER:

By: _____

Name:

Title:

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of _____, a _____ company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

EXHIBIT A

Exhibit “ “

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 11.2310 ACRES (489,221 SQUARE FEET) OF LAND, BEING OUT OF THE GREENBERRY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 1, MANOR ADDITION, A SUBDIVISION RECORDED IN DOCUMENT NO. 202200036 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING A PORTION OF A CALLED 24.0681 ACRE TRACT (BEING A PORTION OF SAID LOT 1) CONVEYED TO LANDMARK AT MANOR PROP HOLDINGS IN DOCUMENT NO. 2022116632 (O.P.R.T.C.T.), SAID 11.2310 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.554.3371
jward@4wardls.com
www.4wardls.com

COMMENCING, at a 1/2-inch iron rod found in the called record centerline of an abandoned County Road (no dedication/vacation information found), being an angle point in the east line of said Lot 1, Manor Addition, and being an angle point in the east line of the remainder of a called 30.8643 acre tract conveyed to Manor RV Park, LLC, in Document No. 2019179489 (O.P.R.T.C.T.), from which a TxDot Type 1 concrete monument found for an angle point in the east line of said Lot 1, Manor Addition, being an angle point in the east line of said 30.8643 acre remainder tract, and being in the called west line of said abandoned County Road, bears, N61°43'23"W, a distance of 30.06 feet;

THENCE, with the called record centerline of said abandoned County Road, with the east line of said Lot 1, Manor Addition, and with the with the east line of said 30.8643 acre remainder tract, S27°05'58"W a distance of 222.57 feet a 1/2-inch iron rod with "4Ward Boundary" cap set for the northeast corner and **POINT OF BEGINNING** hereof, said point being the northeast corner of said 24.0681 acre tract;

THENCE, with the called centerline of said abandoned County Road, with the east line of said Lot 1, Manor Addition, and with the east line of said 24.0681 acre tract, S27°05'58"W, a distance of 1,568.72 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the intersection of the west line of a called 84.2717 acre tract (described as "Tract 1," being the remainder of a called 94.339 acre tract conveyed to Ginsel Family Ltd., in Document No. 2006248015, O.P.R.T.C.T.), conveyed to Manor 290 OZ Real Estate LP in Document No. 2021172435 (O.P.R.T.C.T.), said tract being described by metes and bounds in Document No. 2004055639 (O.P.R.T.C.T.), and in Volume 3120, Page 698 of the Deed Records of Travis County, Texas (D.R.T.C.T.), with the called centerline of said abandoned County Road and the east line of said Lot 1;

THENCE, with the west line of said Ginsel tract, in conflict with the called centerline of said abandoned County Road, with the east line of said Lot 1, Manor Addition, and with the east line of said 24.0681 acre tract, S27°58'47"W, a distance of 334.74 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the southeast corner hereof, said point being the southeast corner of said Lot 1, Manor Addition, being the southeast corner of said 24.0681 acre tract, also being at the intersection of the north line of Lot 22, Block "F" of Bell Farms, Phase Two-A, recorded in Document No. 200700061 (O.P.R.T.C.T.), with the west line of said Ginsel tract, from which a 1/2-inch iron rod with illegible cap found for the southwest corner of said Ginsel tract, and being the northwest corner of Lot 83, Block C of Final Plat of Carriage Hills Section Three, recorded in Document No. 201000127 (O.P.R.T.C.T.) bears, S27°58'47"W, a distance of 166.08 feet, and also from which, a calculated point for the northeast corner of said Lot 22, bears, S73°23'16"E, a distance of 5.23 feet;

THENCE, with the north line of said Bell Farms, Phase Two-A, with the southwest line said Lot 1, Manor Addition, and with the southwest line of said 24.0681 acre tract, **N73°23'16"W**, a distance of **196.96** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the southwest corner hereof, said point being in the northeast line of the north terminus of Carillon Way (50' right-of-way, this portion of Carillon Way having been platted in Document No. 200700061, O.P.R.T.C.T.), from which a 1/2-inch iron rod with "Point Line RPLS 1587" cap found in the southwest line of said Lot 1, Manor Addition, being in the southwest line of said 24.0681 acre tract, and being the common north corner of Lot 50 and Lot 51, Block D, of said Bell Farms Phase Two-A, bears, **N73°23'16"W**, a distance of 143.88 feet;

THENCE, leaving the north right-of-way line of said Carillon Way, over and across said Lot 1, Manor Addition, and over and across said 24.0681 acre tract, the following twenty-two (22) courses and distances:

- 1) **N25°46'20"E**, a distance of **96.86** feet to a calculated point for a point of curvature hereof,
- 2) Along a curve to the right, whose radius is **38.00** feet, whose arc length is **53.02** feet and whose chord bears **N66°38'29"E**, a distance of **48.82** feet to a calculated point for a point of tangency hereof,
- 3) **S73°23'16"E**, a distance of **8.96** feet to a calculated point for an internal ell-corner hereof,
- 4) **N16°34'04"E**, a distance of **75.21** feet to a calculated point for an angle point hereof,
- 5) **N10°52'18"E**, a distance of **82.91** feet to a calculated point for an angle point hereof,
- 6) **N27°06'16"E**, a distance of **291.86** feet to a calculated point for an angle point hereof,
- 7) **N00°55'03"E**, a distance of **105.03** feet to a calculated point for an angle point hereof,
- 8) **N10°55'03"E**, a distance of **202.46** feet to a calculated point for a point of curvature hereof,
- 9) Along a curve to the right, whose radius is **1,000.00** feet, whose arc length is **100.05** feet and whose chord bears **N13°47'01"E**, a distance of **100.00** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof,
- 10) **S73°21'01"E**, a distance of **36.00** feet to a calculated point for a non-tangent point of curvature hereof,
- 11) Along a curve to the right, whose radius is **964.00** feet, whose arc length is **11.72** feet and whose chord bears **N16°59'53"E**, a distance of **11.72** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for a point of tangency hereof,
- 12) **N17°20'47"E**, a distance of **91.99** feet to a calculated point for a point of curvature hereof,
- 13) Along a curve to the right, whose radius is **1,464.00** feet, whose arc length is **63.78** feet and whose chord bears **N18°35'40"E**, a distance of **63.78** feet to a calculated point for a point of tangency hereof,
- 14) **N19°50'34"E**, a distance of **107.35** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an internal ell-corner hereof,
- 15) **N70°09'26"W**, a distance of **36.00** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an external ell-corner hereof,
- 16) **N19°50'34"E**, a distance of **20.26** feet to a calculated point for a point of curvature hereof,
- 17) Along a curve to the right, whose radius is **450.00** feet, whose arc length is **278.97** feet and whose chord bears **N37°36'09"E**, a distance of **274.52** feet to a calculated point for a point of tangency hereof,
- 18) **N55°21'44"E**, a distance of **121.32** feet to a calculated point for a point of curvature hereof,

- 19) Along a curve to the left, whose radius is **38.00** feet, whose arc length is **10.43** feet and whose chord bears **N47°29'44"E**, a distance of **10.40** feet to a calculated point for a point of tangency hereof,
- 20) **N39°37'44"E**, a distance of **33.48** feet to a calculated point for a point of curvature hereof,
- 21) Along a curve to the left, whose radius is **38.00** feet, whose arc length is **28.98** feet and whose chord bears **N17°46'59"E**, a distance of **28.28** feet to a calculated point for a point of tangency hereof, and
- 22) **N03°49'51"W**, a distance of **66.26** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the northwest corner hereof, said point being in the north line of said 24.0681 acre tract, from which a 1/2-inch iron rod with "4Ward Boundary" cap set in the west line of said Lot 1, Manor Addition, being the most northerly northwest corner of said 24.0681 acre tract, and being in the east line of a called 1.50 acre tract conveyed to Greystone Holdings, LLC, in Document No. 2005016761 (O.P.R.T.C.T.), bears, **S85°56'14"W**, a distance of 450.50 feet;

THENCE, over and across said Lot 1, Manor Addition, with the north line of said 24.0681 acre tract, and with the south line of said 30.8643 acre remainder tract, **N85°56'14"E**, a distance of **336.11** feet to the **POINT OF BEGINNING**, and containing 11.2310 Acres (489,221 Square Feet) more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000079893396. See attached sketch (reference drawing: 00835_Phase I Manor East.dwg.)

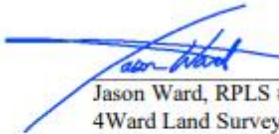

4/22/24
Jason Ward, RPLS #5811
4Ward Land Surveying, LLC



EXHIBIT B

Exhibit “ “

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 12.8371 ACRES (559,186 SQUARE FEET) OF LAND, BEING OUT OF THE GREENBERRY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 1, MANOR ADDITION, A SUBDIVISION RECORDED IN DOCUMENT NO. 202200036 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING A PORTION OF A CALLED 24.0681 ACRE TRACT (BEING A PORTION OF SAID LOT 1) CONVEYED TO LANDMARK AT MANOR PROP HOLDINGS IN DOCUMENT NO. 2022116632 (O.P.R.T.C.T.), SAID 12.8371 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.554.3371
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COMMENCING, at a 1/2-inch iron with “4Ward Boundary” cap set in the called record centerline an abandoned County Road (no dedication/vacation information found), being in the east line of said Lot 1, Manor Addition, being the northeast corner of said 24.0681 acre tract, and being in the east line of the remainder of a called 30.8643 acre tract conveyed to Manor RV Park, LLC, in Document No. 2019179489 (O.P.R.T.C.T.), from which an iron rod found in the called record centerline of said abandoned County Road, being an angle point in the east line of said Lot 1, Manor Addition, and being an angle point in the east line of said 30.8643 acre remainder tract, bears, N27°05'58"E, a distance of 222.57 feet;

THENCE, over and across said Lot 1, Manor Addition, with the north line of said 24.0681 acre tract, and over and across said 30.8643 acre remainder tract, S85°56'14"W, a distance of 336.11 feet to a 1/2-inch iron rod with “4Ward Boundary” cap set for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, over and across said Lot 1, Manor Addition, and over and across said 24.0681 acre tract, the following twenty-two (22) courses and distances:

- 1) S03°49'51"E, a distance of 66.26 feet to a calculated point for a point of curvature hereof,
- 2) Along a curve to the right, whose radius is 38.00 feet, whose arc length is 28.98 feet and whose chord bears S17°46'59"W, a distance of 28.28 feet to a calculated point for a point of tangency hereof,
- 3) S39°37'44"W, a distance of 33.48 feet to a calculated point for a point of curvature hereof,
- 4) Along a curve to the right, whose radius is 38.00 feet, whose arc length is 10.43 feet and whose chord bears S47°29'44"W, a distance of 10.40 feet to a calculated point for a point of tangency hereof,
- 5) S55°21'44"W, a distance of 121.32 feet to a calculated point for a point of curvature hereof,
- 6) Along a curve to the left, whose radius is 450.00 feet, whose arc length is 278.97 feet and whose chord bears S37°36'09"W, a distance of 274.52 feet to a calculated point for a point of tangency hereof,
- 7) S19°50'34"W, a distance of 20.26 feet to a 1/2-inch iron rod with “4Ward Boundary” cap set for point for an internal ell-corner hereof,
- 8) S70°09'26"E, a distance of 36.00 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an external ell-corner hereof,

- 9) **S19°50'34"W**, a distance of **107.35** feet to a calculated point for a point of curvature hereof,
- 10) Along a curve to the left, whose radius is **1,464.00** feet, whose arc length is **63.78** feet and whose chord bears **S18°35'40"W**, a distance of **63.78** feet to a calculated point for a point of tangency hereof,
- 11) **S17°20'47"W**, a distance of **91.99** feet to a calculated point for a point of curvature hereof,
- 12) Along a curve to the left, whose radius is **964.00** feet, whose arc length is **11.72** feet and whose chord bears **S16°59'53"W**, a distance of **11.72** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an external ell-corner hereof,
- 13) **N73°21'01"W**, a distance of **36.00** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for a point of curvature hereof,
- 14) Along a curve to the left, whose radius is **1,000.00** feet, whose arc length is **100.05** feet and whose chord bears **S13°47'01"W**, a distance of **100.00** feet to a calculated point for a point of tangency hereof,
- 15) **S10°55'03"W**, a distance of **202.46** feet to a calculated point for an angle point hereof,
- 16) **S00°55'03"W**, a distance of **105.03** feet to a calculated point for an angle point hereof,
- 17) **S27°06'16"W**, a distance of **291.86** feet to a calculated point for an angle point hereof,
- 18) **S10°52'18"W**, a distance of **82.91** feet to a calculated point for an angle point hereof,
- 19) **S16°34'04"W**, a distance of **75.21** feet to a calculated point for an external ell-corner hereof,
- 20) **N73°23'16"W**, a distance of **8.96** feet to a calculated point for a point of curvature hereof,
- 21) Along a curve to the left, whose radius is **38.00** feet, whose arc length is **53.02** feet and whose chord bears **S66°38'29"W**, a distance of **48.82** feet to a calculated point for a point of tangency hereof, and
- 22) **S25°46'20"W**, a distance of **96.86** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the southeast corner hereof, said point being in the northeast line of the north terminus of Carillon Way (50' right-of-way, this portion of Carillon Way having been platted in Document No. 200700061, O.P.R.T.C.T.), also being in the south line of said Lot 1, Manor Addition, also being in the south line of said 24.0681 acre tract;

THENCE, in part with the north right-of-way line of the north terminus of said Carillon Way, with the south line of said Lot 1, Manor Addition, with the south line of said 24.0681 acre tract, and in part with the north lines of Lot 50, Lot 51, and Lot 52, Block D, of Bell Farms, Phase Two-A, recorded in Document No. 200700061 (O.P.R.T.C.T.), **N73°23'16"W**, passing at a distance of 143.88 feet a 1/2-inch iron rod with "Point Line RPLS 1587" cap found for the common north corner of said Lot 50 and said Lot 51, Block D, of said Bell Farms Phase Two-A, and continuing for a total distance of **177.70** feet to a 1/2-inch iron rod found for the southwest corner hereof, said point being the southwest corner of said Lot 1, Manor Addition, being the southwest corner of said 24.0681 acre tract, being in the north line of said Lot 50, and being the southeast corner of a called 3.020 acre tract conveyed to Faustino Canamero Cardero in Document No. 2018099283 (O.P.R.T.C.T.), from which a 1/2-inch iron rod found in the southwest line of said 3.020 Cardero tract, being the common north corner of Lot 48 and Lot 49, of said Block D, of Bell Farms, Phase Two-A, bears, **N73°23'16"W**, a distance of 53.68 feet;

THENCE, with the west line of said Lot 1, Manor Addition, with the west line of said 24.0681 acre tract, in part with the east line of said 3.020 acre Cardero tract, in part with the east line of a called 1.0004 acre tract conveyed to Timothy W. Walker, Sr., in Document No. 2019011268 (O.P.R.T.C.T.), in part with the east line of a called 0.998 acre tract conveyed to Rafael Hernandez and Samira Cardona in Document No. 2019081857 (O.P.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Aguster Powell in Volume 5086, Page 1826 of the Deed Records of Travis County, Texas (D.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Jessie Robertson and Barbara Robertson in Volume 8731, Page 506 of the Real Property

Records of Travis County, Texas (R.P.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Pablo R. Mijares and Ana M. Mijares in Document No. 2014174956 (O.P.R.T.C.T.), in part with the east line of a called 0.25 acre tract conveyed to Anselma Castro and San Juana Castro in Volume 13218, Page 4385 (R.P.R.T.C.T.), in part with the east line of a called 0.25 acre tract conveyed to Lupe Hernandez in Document No. 2003291901 (O.P.R.T.C.T.), in part with the east line of a called .50 acre tract conveyed to Jose Guadalupe and Soni Hernandez in Document No. 2002181992 (O.P.R.T.C.T.), in part with the east line of a called 1.00 acre tract conveyed to Frank D. Muniz in Volume 12117, Page 263 (R.P.R.T.C.T.), in part with the east line of a called 0.50 acre tract conveyed to Amy G. DeLeon and Joseph Carlos DeLeon in Document No. 2008194463 (O.P.R.T.C.T.), and in part with the east line of a called 1.0 acre tract conveyed to Hilaria Reyes in Volume 11799, Page 26 (R.P.R.T.C.T.), **N10°53'27"E**, passing at a distance of 1,045.39 feet a 1/2-inch iron rod found for the common east corner of said 0.25 acre Castro tract and said 0.25 acre Hernandez tract, and continuing for a total distance of **1,486.93** feet to a calculated point for the most westerly northwest corner hereof, said point being an external ell-corner in the west line of said Lot 1, Manor Addition, being the most westerly northwest corner of said 24.0681 acre tract, being the northeast corner of said 1.0 acre Reyes tract, being the southeast corner of a called 1.002 acre tract conveyed to Daniel Perez and Celia Enriquez-Felipe in Document No. 2015030029 (O.P.R.T.C.T.), and being the southwest corner of a called 1.50 acre tract conveyed to Greystone Holdings, LLC, in Document No. 2005016761 (O.P.R.T.C.T.), from which a 1/2-inch iron pipe found in the south right-of-way line of US Highway 290 (240' right-of-way), and being the common north corner of said 1.002 acre tract and said 1.50 acre Greystone Holdings tract, bears, **N10°53'27"E**, a distance of 437.05 feet;

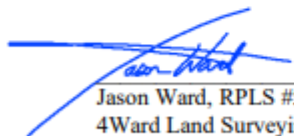
THENCE, with the northwest line of said Lot 1, Manor Addition, with the northwest line of said 24.0681 acre tract, and with the south and east lines of said 1.50 acre Greystone Holdings tract, the following two (2) courses and distances:

- 1) **N85°57'43"E**, a distance of **154.15** feet to a 1-inch iron pipe found for an internal ell-corner hereof, said point being the southeast corner of said 1.50 acre Greystone Holdings tract, and
- 2) **N11°00'39"E**, a distance of **59.35** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the most northerly northwest corner hereof, said point being the most northerly northwest corner of said 24.0681 acre tract, and being in the west line of said 30.8643 acre tract;

THENCE, over and across said Lot 1, Manor Addition, with the north line of said 24.0681 acre tract, and over and across said 30.8643 acre tract, **N85°56'14"E**, a distance of **450.50** feet to the **POINT OF BEGINNING**, and containing 12.8371 Acres (559,186 Square Feet) more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000079893396. See attached sketch (reference drawing: 00835_Phase 2 Manor West.dwg.)


4/22/24
Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

