

**DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR TOWER ROAD APARTMENTS DEVELOPMENT**

This Development Agreement Establishing Development Standards for the Tower Road Apartments Development (the "Agreement") is made and entered into, effective as of the ___ day of June, 2024, by and between the **City of Manor, Texas**, a Texas home rule municipal corporation (the "City"), and **Manor Leased Housing Associates I, Limited Partnership**, a Texas limited partnership (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 15.4217-acre tract located in Travis County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and plans to develop the Property as a multifamily project as conceptually shown in **Exhibit B** (the "Development"). The 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 Texas Government Code Section 3000.002 et seq, limits the ability of cities to enforce certain development standards governing building materials by ordinance. In addition, the Developer desires that the City allow for the concurrent review of the plats and plans submitted for the Development. Further, the Parties are entering into this Agreement to agree to permitted modifications to the Code of Ordinances City of Manor, Texas (the "City Code").
- (b) The Developer will benefit from a concurrent review of the plats and plans for the Development, and 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. Without the agreements herein the Development would not be financially feasible and therefore would not provide high quality, affordable housing to meet the needs 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 both 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 on the earlier of (i) ten (10) years from the Effective Date or (ii) 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 until the termination date, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 7 herein.

Section 3. Development Standards

- (a) Multi-Family Development Requirements.** The exterior wall standards set forth in this section shall apply to the multi-family structures located on the Property. A minimum of forty percent (40%) of the overall exterior façade (calculated excluding all exterior doors and windows) of each multi-family structure shall be constructed of clay brick, natural stone, cultured stone, cast stone, stucco or natural stone panels or similar material approved by the Development Services Director for the City, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors and trim work.
- (b) Architectural Requirement.** The architectural standards set forth in the City Code, Section 14.02.064 (Multi-family and Mixed Use) shall apply to the Property.
- (c) Outdoor Lighting Requirement.** The outdoor lighting standards set forth in the City Code, Article 15.05 shall apply to the Property.
- (d) 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. The City shall concurrently review the site development permit and building permit. Further, any traffic related permitting that is done through Travis County, Texas, will not prevent the City from issuing a site development permit or building permit with respect to the Development.
- (e) Timing of Platting.** The Developer agrees to waive the submission requirements of the City's ordinances and subdivision regulations and the City agrees to allow concurrent review of concept plan(s), preliminary plat(s), construction plan(s), and final plat(s). Upon each submittal, the City shall have thirty (30) days to respond to the Developer and/or its authorized representative with written comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the City's ordinances and subdivision regulations, the plats and plans will be heard before the applicable City governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals by the applicable City governing body must follow the sequence set forth in the City's ordinances and subdivision regulations.

(f) Code Modifications.

1. The City Code, ordinances, rules and regulations governing subdivision, land use, site development, and building and utility construction shall apply to the Property that are in effect on the Effective Date, as modified by the code modifications attached hereto as **Exhibit C** (the “Code Modifications”), with amendments to such regulations applicable to the Property under Chapter 245, Texas Local Government Code and as provided herein.
2. Notwithstanding Section 2(a), the approved Code Modifications in **Exhibit C** shall survive any termination of this Agreement, and, to the extent necessary, shall continue to be applicable to the Development after any subsequent amendments of the City Code. Additionally, the approved Code Modifications in **Exhibit C** shall run with the land. In addition, in the event of casualty, loss or condemnation of all or a part of the Development or Property, the Developer or its successors and assigns shall, to the extent practicable and financially feasible, be permitted to rebuild all or part of the Development with the same multifamily unit count and pursuant to the Applicable Regulations (as defined herein), the Development Standards as set forth in this Section and the Code Modifications as set forth in **Exhibit C**.

(g) Roadway Improvements.

1. The Developer shall (i) Subject to TxDOT approval, install a traffic signal at the northern intersection of Suncrest Road and FM 973. City agrees that: (1) In the event TxDOT does not approve the installation of the traffic signal, approval of Developer’s applications for City site development and building permits shall not be delayed or withheld, and (2) City shall not delay approval of Developer’s applications for City site development and building permits for the development of the Property while Developer’s application for TxDOT approval of the installation of said traffic signal is pending; (ii) reconfigure the intersection of Suncrest Road and Tower Road and relocate the stop sign from Tower Road to Suncrest Road; and (iii) widen, add a turn lane, and address repairs to resolve the drainage on Tower Road at the Property’s driveway (the “Roadway Improvements”) as more particularly depicted in **Exhibit D**. The Roadway Improvements will be paid for and installed by the Developer.
2. Installation of the “Roadway Improvements” does not waive the requirement for a Traffic Impact Analysis (TIA) and any mitigations or funding as required by the TIA.

(h) Private Open Space Enhancement. The Developer shall maintain the existing pond by the clubhouse and pool as shown in Exhibit B and further agrees to install a minimum of one (1) non-solar powered water fountain within the pond and a minimum six-foot (6’) concrete path surrounding the pond for the use and enjoyment by the residents and their visitors of the Property.

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 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. Notwithstanding Section 2(a), this Section 4 shall survive any termination of this Agreement.

Section 5. Water and Wastewater Service. The City hereby agrees to provide continuous and adequate water and wastewater service to the Property as is required of all Certificate of Convenience and Necessity (CCN) holders pursuant to Texas Water Code Section 13.250 (a). The City hereby agrees to provide 165 water and 165 wastewater Living Equivalent Units (LEUs) for the Development. Developer and City acknowledge that Developer is working to secure wastewater easements from offsite property owners, and City agrees to cooperate with Developer as necessary to secure such offsite wastewater easements. If Developer is unsuccessful in obtaining the necessary offsite wastewater easements, City agrees to consider an Annexation Petition to annex for full purposes the portion of Tower Road right of way depicted in **Exhibit D**. City further agrees that it shall not delay approval of Developer’s applications for City site development and building permits for the development of the Property while Developer’s applications from any governmental agency are pending. Notwithstanding Section 2(a), the provisions of this Section 5 shall survive any termination of this Agreement, and, to the extent necessary, shall continue to be applicable to the Development.

Section 6. Assignment of Commitments and Obligations; Covenant Running with the Land.

- (a) Developer’s rights and obligations under this Agreement may be assigned by Developer 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 Developer of this Agreement or of any right or duty of Developer 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. The Developer and the City acknowledge and agree that this Agreement is binding upon and inures to the benefit of the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 7. 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 written notice of default from the other party. Upon the passage of fourteen (14) business days after receipt of written notice of default 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. The City may terminate this Agreement if the Developer fails to cure a default within the period required by this Section.

Section 8. 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 9. Attorneys' Fees. A party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

Section 10. 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 11. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God (which includes natural disasters); 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; pandemic; 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 12. 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/Veronica Rivera
223 West Anderson Lane, #A105
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:

Manor Leased Housing Associates I, Limited Partnership
c/o Dominion Development & Acquisition, LLC
Attn: Neal M. Route and Mark S. Moorhouse
2905 Northwest Blvd, Suite 150
Plymouth, MN 55441

with copy to:

Paul K. Manda and Jeffrey S. Drennan
Winthrop & Weinstine, P.A.
225 S 6th Street, Suite 3500
Minneapolis, MN 55402

with copy to:

Pam Madere
Jackson Walker LLP
100 Congress Avenue, Ste. 1100
Austin, Texas 78701

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 13. 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 rights granted under this Agreement and 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 14. 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 15. 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 16. 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 17. 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 18. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 19. 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 20. Development Approvals. In addition to any other remedies set forth herein, if the Developer fails to make any payments to the City required in this Agreement, the City may withhold development approvals for the Development until such payment has been made.

Section 21. Interpretation; Terms and Dates. References made in the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine or neuter. If any

date for performance of an obligation or exercise of a right set forth in this Agreement falls on a Saturday, Sunday or State of Texas holiday, such date shall be automatically extended to the next day which is not a Saturday, Sunday or State of Texas holiday.

Section 22. Signatory Warranty. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the organization for which such signatory has executed this Agreement.

Section 23. Counterparts. This Agreement may be executed in multiple counterparts, including by facsimile, and each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same instrument.

Section 24. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

Section 25. 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, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of 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 26. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of 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 27. Anti-Boycott Verification – Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

Section 28. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Developer hereby verifies that it and its parent company, wholly- or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Section 29. 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 30. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A** – Property Description
- Exhibit B** – Conceptual Plan
- Exhibit C** – Code Modifications
- Exhibit D** – Roadway Improvements

[signature pages follow]

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

CITY:
City of Manor, Texas
a Texas home-rule municipal corporation

Attest:

By: _____
Name: Lluvia T. Almaraz
Title: City Secretary

By: _____
Name: Dr. Christopher Harvey
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 20 __, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

Manor Leased Housing Associates I, Limited Partnership, a Texas limited partnership

By: Manor Leased Housing Associates GP I, LLC, a Texas limited liability company

Its: General Partner

By: _____

Name: Neal M. Route

Title: Vice President

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2024, by Neal M. Route, Vice President of Manor Leased Housing Associates GP I, LLC, a Texas limited liability company, the General Partner of Manor Leased Housing Associates I, Limited Partnership, a Texas limited partnership, on behalf of said limited partnership.

(SEAL)

Notary Public, State of Texas

EXHIBIT A
Property Description

PROPERTY DESCRIPTION

BEING a tract of land situated in the Green Berry Gates Survey, Abstract No. 315, located in the City of Manor, Travis County, Texas being all of a called 15.4217 acre tract of land conveyed to Kenneth R. Tumlinson and Suanna M. Tumlinson by deed recorded in Instrument No. 2023004432, Official Public Records of Travis County, Texas (O.P.R.T.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said 15.4217 acre tract of land, same being the southwest corner of a called 5.793 acre tract of land conveyed to Christopher S. Martinez and Denise M. Martinez by deed recorded in Instrument No. 2008103555, O.P.R.T.C.T., same being the north right of way line of Tower Road, a variable width right of way, from which a 5/8-inch iron rod found for the southeast corner of said 5.793 acre tract, same being the southwest corner of a called 1.095 acre tract of land conveyed to Christopher S. Martinez and Denise M. Martinez by deed recorded in Instrument No. 1999001598, O.P.R.T.C.T., bears South 62°20'23" East, 170.86 feet;

THENCE North 61°09'12" West, along the south line of said 15.4217 acre tract, same being said north right of way line, 489.24 feet to a 1/2-inch iron rod found for the southwest corner of said 15.4217 acre tract, same being the southeast corner of a called 5.187 acre tract of land conveyed to Venkata Chitanya Buddharaju and Jesse Raveen Mamuhewa by deed recorded in Instrument No. 2023040807, O.P.R.T.C.T.;

THENCE along the west line of said 15.4217 acre tract, same being the east line of said 5.187 acre tract the following courses:

North 27°35'08" East, 233.10 feet to a 1/2-inch iron rod found capped (stamped "Traverse Station");

North 63°21'35" West, 214.99 feet to a 1/2-inch iron rod found;

North 34°51'50" West, 94.27 feet to a 1/2-inch iron rod found capped (stamped "Traverse Station");

North 27°04'12" East, 23.13 feet to a 1/2-inch iron rod found capped (stamped "Traverse Station");

North 22°18'36" East, 228.47 feet to a 1/2-inch iron rod found capped (stamped "Survcon");

North 62°54'17" West, 42.57 feet to a 5/8-inch iron rod set capped (stamped "KHA") for a westerly corner of said 15.4217 acre tract, same being the southeast corner of Block A, Lot 2 of KST/Voelker Tract, a platted addition to Travis County recorded in Instrument No. 201200170, O.P.R.T.C.T.;

THENCE North 27°19'53" East, continuing along the west line of said 15.4217 acre tract, same being the east line of said Lot 2, 383.27 feet to a 5/8-inch iron rod set capped (stamped "KHA") for the northwest corner of said 15.4217 acre tract, same being the northeast corner of said Lot 2, and same being in the south right of way line of Estuary Drive, a called 50 foot right of way, dedicated by Stonewater Phase 5, a platted addition to Travis County recorded in Instrument No. 201600298, O.P.R.T.C.T., from which a 1/2-inch iron rod found capped (stamped "Baseline") for

the southwest corner of said Estuary Drive, same being the southeast corner of Block R, Lot 21 of said Stonewater Phase 5 bears, North 63°08'19" West, 23.73 feet;

THENCE South 63°08'19" East, along the north line of said 15.4217 acre tract, same being the south line of said Stonewater Phase 5, passing at 26.27 feet a 1/2-inch iron rod found for the southeast corner of said Estuary Drive, same being the southwest corner of Block C, Lot 41 of said Stonewater Phase 5, passing at 146.28 feet a 1/2-inch iron rod found capped (stamped "Baseline") for the southeast corner of said Lot 41, same being the southwest corner of Block C Drainage Lot of Stonewater Phase 2, a platted addition to Travis County recorded in Instrument No. 201600180, O.P.R.T.C.T., and continuing along said north line, same being the south line of said Drainage Lot, for a total distance of 841.30 feet to a 5/8-inch iron rod found (bent) for the northeast corner of said 15.4217 acre tract, same being the northwest corner of said 5.793 acre tract, and same being in the south line of Block C Open Space lot of said Stonewater Phase 2, from which a 1/2-inch iron rod found capped (stamped "Baseline") in the south line of said Open Space lot bears South 63°08'19" East, 320.36 feet;

THENCE South 26°51'02" West, along the east line of said 15.4217 acre tract, same being the west line of said 5.793 acre tract, 928.17 feet to the **POINT OF BEGINNING** and containing 672,331 square feet or 15.435 acres of land.



Site Data

Family - 3 Stories	Nos.	%
1 Bed	78	24.1
2 Bedroom	100	55.5
3 Bedroom	65	20.4
Totals	324	

Parking Required	Parking Provided
2 Beds: 2.0/unit	198
3 Beds: 2.5/unit	450
4 Beds: 2.5/unit	165
Total Req. 2.8/unit	771
Cost: 10%	
Total	848



1 SITE PLAN

Exhibit C
Code Modifications

- Minimum uncovered surface off-street parking spaces shall be provided at a ratio of 1.8 spaces/unit
- Pitch roofs with a roof slope of 5:12 shall be permitted
- Buildings along the perimeter of the Development and/or adjacent to a public right of way shall not be required to have the primary façade front and face the public right of way
- Modify Section 14.02.007 (b) to allow a ten-foot (10') bufferyard to the existing single family on the northern property boundary. Bufferyard on the eastern property boundary shall be twenty-five feet (25') and meet the planting requirements of Section 15.03.023.
- Uncovered surface off-street parking shall be permitted: (a) within eighty feet (80') of a residential zoning or use located adjacent to the Property; and (b) within eighty feet (80') of where the Property borders an implied residential zoning pursuant to the City's future land use map. Except as provided herein, Bufferyard screening per Section 15.03.023 is still required. Section 15.03.023 (3) (A) shall not apply, provided a tree survey confirming there are no protected or heritage trees within the bufferyard area adjacent to single family residential property is provided to the City. Concrete panel fencing shall be a permitted wall material under Section 15.03.023 (5)(G). However, fencing along Tower Road shall only be wrought iron.
- No maintenance access drive shall be required around the entire perimeter of a Stormwater Control Measure, as all ponds will be accessible from multiple points

Exhibit D
Roadway Improvements

