

## NEWHAVEN DEVELOPMENT TIA PHASING AGREEMENT

This TIA PHASING AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of June, 2024 (the "Effective Date") by and between the City of Manor, Texas, a Texas home rule municipal corporation (the "City"), and Gregg Lane Dev., LLC, a Texas limited liability company (the "Developer"). The City and the Developer are sometimes hereinafter collectively referred to as the "Parties".

### RECITALS

WHEREAS, the Developer is in the process of subdividing and developing that certain 90.340-acre tract of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, the Developer desires to develop the Property in phases; and

WHEREAS, the Developer has submitted preliminary plat documents for Phases I-IV of the Property (collectively, the "Preliminary Plat") and a final Traffic Impact Analysis (the "TIA") dated December 2022, that covers the Property for City approval; and

WHEREAS, the TIA determines the impact on the transportation network projected by this development; and

WHEREAS, it is contemplated that the Developer will subsequently from time to time submit final plats for portions of the Property for City approval in accordance with the approved Preliminary Plat (the "Final Plat(s)"); and

WHEREAS, the Parties desire to establish a process to coordinate the improvement of existing roadways with the phased development of the Property and payment of funds for other transportation improvements as identified in the TIA and set forth in this Agreement.

### AGREEMENT

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

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Agreement to the same extent as if set forth herein in full.

2. Determination of Transportation Improvements. The City has determined the scope of the transportation improvements that the Developer will need to construct, fund, convey, or dedicate (collectively, "Transportation Mitigation") at no cost to the City or another agency for this Property.

3. Developer Obligations. For Transportation Mitigation, the Developer will:

(a) Provide reservation of right of way on the Preliminary Plat for the City for future roadway realignment that is consistent with the Transportation Master Plan schematic design (including any areas necessary for required slope or drainage easements). The Developer will convey the reserved right of way, free of restrictions, based on the final design and at no cost to the City, or another agency designated by the City, upon (i) approval of the first phase of the subdivision construction plans for the Property or (ii) within thirty (30) days of the written request from the City, whichever is earlier. No structures shall be placed within the reserved right-of-way that impede or negate the intended use. The Parties agree that the roadway realignment is an integral part of the City's roadway plan and the City would not have agreed to the Transportation Mitigation but for to include the roadway realignment and the dedication of right-of-way to the City.

(b) Prior to the Final Plat recordation containing the 134<sup>th</sup> single family lot, the Developer shall provide payment in full for mitigations associated with the approved TIA and as further described on Exhibit "B", which is attached hereto and incorporated herein for all purposes (the "Transportation Mitigation Payment").

(c) Concurrently with the development of first phase of the Property (and prior to approval of a Final Plat on the second phase of the Property), the Developer shall construct the improvements described on Exhibit "B" as "Gregg Lane at Roadway 1" and "Gregg Lane at Roadway 2".

(d) Concurrently with the development of the approximately 2.5 acres commercial tract located along Gregg Lane as depicted on Exhibit "C" (the "Commercial Tract"), the owner of the Commercial Tract shall construct the improvements described on Exhibit "B" as "Gregg Lane at Commercial Driveway 1".

(e) Real property interests shall be conveyed or dedicated pursuant to this Agreement in a form and at a time determined by the City and must be free from any encumbrances, conditions, restrictions, rights, or interests, which may, in the reasonable opinion of the City Attorney, materially, or adversely affect the City's ability to use the right-of-way or easements for their intended purpose.

(4) Amendments and/or Supplements. If the Developer submits a Final Plat(s) for a portion of a phase of the Property or if the Preliminary Plat for the Property is revised and approved, the City and the Developer will, to the extent required, either amend this Agreement or enter into an additional or supplemental agreement(s) to coordinate the phasing process and the future improvement of the transportation network.

(5) Indemnification. The City and its officers, employees, and successors and assigns will not be liable or responsible for and shall be held harmless by the Developer from any claims, losses, damages, causes of action, suits and liability of any kind for personal injury or death or property damage arising out of or in connection with any actions by or negligence of the Developer under the terms of this Agreement.

(6) General Provisions.

(a) Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective representatives, heirs, successors and assigns.

(b) Restrictive Covenant. This Agreement touches and concerns real property located in Travis County, Texas, and, if recorded, will constitute a covenant running with the land. However, this Agreement will not affect the title to the land conveyed to purchasers of individual single-family lots in a phase of the subdivision, who will take their interests free and clear of the conditions of this Agreement without the necessity of any release or consent by the City.

(c) Amendment to Agreement. Any revision, modification, or amendment of this Agreement will be effective only when reduced to writing and executed by the City and the current owners of the affected portion(s) of the Property which is affected. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE CITY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE CITY COUNCIL.

(d) Assignment by the Developer. The rights, duties, and responsibilities of the Developer may be assigned only with the consent of the City Council, which will not be unreasonably withheld or unduly delayed.

(e) Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, supersedes all prior agreements relating to such subject matter 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. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.

(f) Notice. Any notices hereunder will be in writing and addressed to the respective party at the address set forth below for such party, (i) by personal delivery, (ii) by U.S. Mail, certified or registered, return receipt requested, postage prepaid, or (iii) by FedEx or other nationally recognized overnight courier service. Notice deposited in the U.S. Mail in the manner hereinabove described will be effective on the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

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

Copy to: The Knight Law Firm, LLP  
Attn: Paige H. Saenz/Veronica Rivera  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752

DEVELOPER: Greg Lane Dev, LLC  
c/o Ashton Gray Development  
Attn: Mark Janik, Travis Janik  
101 Parklane Blvd., Suite 102  
Sugar Land, Texas 77478

Copy to: Metcalfe Wolff Stuart & Williams LLP  
Attn: Talley J. Willaims  
221 West 6<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701

The Parties may from time-to-time change their respective addresses by written notice to the other party.

(g) No Partnership or 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.

(h) No Third-Party Beneficiary Rights. 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 Developer.

(i) Signatory Warranty. The signatories to this Agreement warrant that each has the full legal authority to enter into, execute and deliver this Agreement on behalf of the organization for which such signatory has executed this Agreement. In addition, the individual who executes this Agreement on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

(j) No Waiver. Neither City's nor Developer's execution of this Agreement shall (a) constitute a waiver of any of its rights and remedies at law; or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

(k) Captions. The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.

(l) 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.

(m) Applicable Law and Venue. This Agreement shall be governed by, construed under and enforced in accordance with the laws of the State of Texas, concerns real property located in Travis County, and is wholly performable in Travis County, Texas.

(n) Severability. If any of the provisions of this Agreement shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Agreement.

(o) Number and gender. All terms or words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender as the context may require.

(p) 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, Developer represents that neither 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.

(q) 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.

(r) 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).

(s) 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.

(t) Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed original, and all of which will constitute one and the same agreement. Each such executed copy shall have the full force and effect of an original executed instrument.

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

- Exhibit A – Property Description
- Exhibit B – Transportation Mitigation
- Exhibit C – Commercial Tract

*[signature pages follow]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in multiple originals as of the Effective Date first above written.

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

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

ATTEST:

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

ACKNOWLEDGMENT

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

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

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas



**DEVELOPER:**

**Gregg Lane Dev., LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

§  
§

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_ of Gregg Lane Dev., LLC, a Texas limited liability company, on behalf of said company.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

After Recording Return To:  
City of Manor, Texas  
Attn: City Secretary  
105 E. Eggleston Street  
Manor, Texas 78653

EXHIBIT "A"  
Property Description



Professional Land Surveying, Inc.  
Surveying and Mapping

Office: 512-443-1724  
Fax: 512-500-0943

3500 McCall Lane  
Austin, Texas 78744

**30.580 ACRES**  
**SUMNER BACON SURVEY No. 62, ABSTRACT No. 63**  
**TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 30.580 ACRES OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS, BEING A WESTERN PORTION OF THAT CERTAIN CALLED 39.4 ACRE TRACT DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2004009801 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 30.580 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar with 'CHAPARRAL' cap set in the north line of a 60.292 acre tract described in Document No. 2013001967 of the Official Public Records of Travis County, Texas, same being the south line of said 39.4 acre tract, from which a 1/2" rebar found for the northernmost northeast corner of the 60.292, same being an angle point in the south line of the 39.4 acre tract, bears South 61°38'05" East a distance of 575.95 feet;

**THENCE** North 61°37'58" West with the south line of the 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar found at a distance of 648.82 feet, and continuing 20.62 feet, for total distance of 669.44 feet to a calculated point in the approximate centerline of Wilbarger Creek, also being the west line of the 39.4 acres and the being also the east line of an 85.769 acre tract described Document No. 2008118667 of the Official Public Records of Travis County, Texas;

**THENCE** with the approximate centerline of Wilbarger Creek, being the west line of the 39.4 acre tract and the east line of 85.796 acres described in Document No. 2008118667 of the Official Public Records of Travis County, Texas, the following forty (40) courses:

1. North 00°28'28" East, a distance of 9.07 feet to a to a calculated point;
2. North 05°17'24" West, a distance of 31.85 feet to a to a calculated point;
3. North 01°00'43" West, a distance of 39.99 feet to a to a calculated point;
4. North 13°37'54" West, a distance of 36.17 feet to a to a calculated point;
5. North 03°30'27" West, a distance of 43.17 feet to a to a calculated point;
6. North 10°14'35" West, a distance of 42.68 feet to a to a calculated point;

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7. North 22°31'57" West, a distance of 57.70 feet to a to a calculated point;
8. North 44°39'48" West, a distance of 45.77 feet to a to a calculated point;
9. North 54°56'29" West, a distance of 58.93 feet to a to a calculated point;
10. North 82°53'28" West, a distance of 51.24 feet to a to a calculated point;
11. South 71°16'10" West, a distance of 39.96 feet to a to a calculated point;
12. South 66°38'21" West, a distance of 51.94 feet to a to a calculated point;
13. North 89°22'53" West, a distance of 39.25 feet to a to a calculated point;
14. North 83°41'50" West, a distance of 51.08 feet to a to a calculated point;
15. North 89°13'01" West, a distance of 53.52 feet to a to a calculated point;
16. North 76°23'07" West, a distance of 54.75 feet to a to a calculated point;
17. North 76°02'03" West, a distance of 65.60 feet to a to a calculated point;
18. North 78°19'56" West, a distance of 54.07 feet to a to a calculated point;
19. South 73°52'38" West, a distance of 52.35 feet to a to a calculated point;
20. North 82°54'47" West, a distance of 58.96 feet to a to a calculated point;
21. North 48°39'03" West, a distance of 54.65 feet to a to a calculated point;
22. North 21°40'43" West, a distance of 61.82 feet to a to a calculated point;
23. North 00°14'42" East, a distance of 52.83 feet to a to a calculated point;
24. North 08°20'31" East, a distance of 53.76 feet to a to a calculated point;
25. North 08°21'04" East, a distance of 38.04 feet to a to a calculated point;
26. North 12°10'56" West, a distance of 48.92 feet to a to a calculated point;
27. North 26°26'40" West, a distance of 51.72 feet to a to a calculated point;
28. North 09°59'30" West, a distance of 51.78 feet to a to a calculated point;
29. North 09°26'58" West, a distance of 65.60 feet to a to a calculated point;

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30. North 23°17'46" East, a distance of 51.71 feet to a to a calculated point;
31. North 34°54'31" East, a distance of 42.87 feet to a to a calculated point;
32. North 48°43'04" East, a distance of 60.00 feet to a to a calculated point;
33. South 79°51'17" East, a distance of 39.39 feet to a to a calculated point;
34. South 58°38'03" East, a distance of 48.87 feet to a to a calculated point;
35. North 59°05'59" East, a distance of 54.70 feet to a to a calculated point;
36. North 00°19'10" East, a distance of 38.05 feet to a to a calculated point;
37. North 15°36'04" West, a distance of 56.41 feet to a to a calculated point;
38. North 06°24'18" East, a distance of 49.34 feet to a to a calculated point;
39. North 34°41'25" East, a distance of 55.35 feet to a to a calculated point;
40. North 08°45'25" West, a distance of 12.36 feet to a to a calculated point;

**THENCE** South 70°46'58" East, a distance of 13.00, to a 1/2" rebar found for an angle point in the west line of the 39.4 acres, same being the east line of the 85.796 acres;

**THENCE** North 22°06'01" East, a distance of 137.89 feet to a 1/2" rebar with 'CHAPARRAL' cap found for the northwest corner of the 39.4 acre tract, same being an interior corner of the 85.796 acre tract;

**THENCE** South 62°49'58" East, with the north line of the 39.4 acre tract, same being a south line of the 85.796 acre tract, a distance of 155.36 feet to a 1/2" rebar found for an angle point on the north line of the 39.4 acre tract, also being the southernmost northeast corner of the 85.796 acre tract, also being the southwest corner of a 170 acre tract described in Volume 8293, Page 104 of the Deed Records of Travis County, Texas;

**THENCE** South 62°31'16" East, continuing with the north line of the 39.4 acre tract, same being the south line of said 170 acre tract, being the south line of a 57.215 acre tract described in Document No. 2002251950 of the Official Public Records of Travis County, Texas; also being the south line of 39.00 acres described in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas; a distance of 1513.14 feet to a 1/2" iron pipe found in the south line of the 39.00 acre tract, for the most northernmost corner of the 39.4 acre tract, same being the northwest corner of a 3.56 acre tract described in Document No. 2009010572 of the Official Public Records of Travis County, Texas;

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**THENCE** South 27°51'31" West, with an east line of the 39.4 acre tract, same being the west line of said 3.56 acre tract, also being the west line of a 75.37 acre tract described in Document No. 2008031946 of the Official Public Records of Travis County, Texas, passing a 1/2" iron pipe found for the most westerly southwest corner of said 75.37 acre tract at a distance of 548.40 feet and continuing 321.78 feet, for a total distance of 870.18 feet to the **POINT OF BEGINNING**, containing 30.580 acres of land, more or less.

Surveyed on the ground on August 3, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 1662-001-30.580ac

*Paul J. Flugel 1-6-2021*

Paul J. Flugel  
Registered Professional Land Surveyor  
State of Texas No. 5096  
TBPLS Firm No. 10124500



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Professional Land Surveying, Inc.  
Surveying and Mapping

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

**59.765 ACRES**  
**SUMNER BACON SURVEY No. 62, ABSTRACT No. 63**  
**TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 59.765 ACRES, BEING A PORTION OF THAT CERTAIN TRACT OF LAND STATED TO CONTAIN 60.292 ACRES, MORE OR LESS, OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS AS DESCRIBED IN DISTRIBUTION DEED RECORDED IN DOCUMENT NO. 2020120760 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING THE SAME LAND CONVEYED TO THE CARRILLO FAMILY PARTNERSHIP IN DOCUMENT NO. 2013001967, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 59.765 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar found in the north right-of-way of Gregg Lane (variable width right-of-way), being the southeast corner of said 60.292 acre tract, and also the southwest corner of a 15.74 acre tract described in Document No. 2016051094 of the Official Public Records of Travis County, Texas, from which a TxDot Type II disk found in the north right-of-way of Gregg Lane, for the southeast corner of a 36.14 acre tract described in Document No. 2014113251 of the Official Public Records of Travis County, Texas bears South 62°01'41" East a distance of 1995.25 feet;

**THENCE** North 62°17'26" West, with the south line of the 60.292 acre tract, same being the north right-of-way line of Gregg Lane, a distance of 2133.10 feet to a calculated point in the approximate centerline of Wilbarger Creek;

**THENCE** with the approximate centerline of Wilbarger Creek, being the west line of said 60.292 acre tract, and the east line of an 85.796 acre tract described Document No. 2008118667 of the Official Public records of Travis County, Texas, the following thirty-two (32) courses:

1. North 73°18'55" East, a distance of 46.89 feet to a to a calculated point;
2. North 65°28'25" East, a distance of 50.67 feet to a to a calculated point;
3. North 51°10'42" East, a distance of 48.58 feet to a to a calculated point;
4. North 48°30'24" East, a distance of 46.23 feet to a to a calculated point;
5. North 49°14'49" East, a distance of 52.77 feet to a to a calculated point;

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6. North 45°14'55" East, a distance of 55.96 feet to a to a calculated point;
7. North 43°43'26" East, a distance of 52.86 feet to a to a calculated point;
8. North 41°05'22" East, a distance of 48.00 feet to a to a calculated point;
9. North 32°42'55" East, a distance of 42.39 feet to a to a calculated point;
10. North 36°20'34" East, a distance of 43.28 feet to a to a calculated point;
11. North 24°58'46" East, a distance of 45.09 feet to a to a calculated point;
12. North 20°50'58" East, a distance of 58.26 feet to a to a calculated point;
13. North 11°43'28" East, a distance of 55.36 feet to a to a calculated point;
14. North 12°03'40" East, a distance of 59.87 feet to a to a calculated point;
15. North 11°44'50" East, a distance of 49.40 feet to a to a calculated point;
16. North 20°31'26" East, a distance of 49.47 feet to a to a calculated point;
17. North 26°12'00" East, a distance of 48.98 feet to a to a calculated point;
18. North 19°47'54" East, a distance of 56.22 feet to a to a calculated point;
19. North 08°36'09" East, a distance of 45.62 feet to a to a calculated point;
20. North 32°55'35" East, a distance of 52.23 feet to a to a calculated point;
21. North 47°27'44" East, a distance of 55.81 feet to a to a calculated point;
22. North 45°04'59" East, a distance of 51.38 feet to a to a calculated point;
23. North 43°53'12" East, a distance of 32.75 feet to a to a calculated point;
24. North 08°50'46" East, a distance of 41.41 feet to a to a calculated point;
25. North 05°45'16" West, a distance of 32.84 feet to a to a calculated point;
26. North 01°15'08" East, a distance of 35.86 feet to a to a calculated point;
27. North 14°04'03" East, a distance of 26.74 feet to a to a calculated point;
28. North 34°11'10" East, a distance of 54.41 feet to a to a calculated point;

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- 29. North 28°59'21" East, a distance of 41.68 feet to a to a calculated point;
- 30. North 38°09'53" East, a distance of 43.97 feet to a to a calculated point;
- 31. North 25°00'27" East, a distance of 44.74 feet to a to a calculated point;
- 32. North 00°27'57" East, a distance of 24.90 feet to a to a calculated point for the northwest corner of the 60.292 acre tract, being the southwest corner of a 39.4 acre tract described in Document No. 2004009801 of the Official Public Records of Travis County, Texas ;

**THENCE** South 61°38'01" East with the south line of said 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar at 20.62 feet, and continuing for a total distance of 1100.33 feet to a 1/2" rebar with 'Chaparral' cap set;

**THENCE** South 00°41'52" East, crossing the 60.292 acre tract a distance of 308.96 feet to a 1/2" rebar found for an interbr corner of the 60.292 acre tract, same being the southernmost southwest corner of the 39.4 acre tract;

**THENCE** South 62°04'50" East with the north line of the 60.292 acre tract, same being the south line of the 39.4 acre tract, a distance of 551.18 feet to a 1/2" rebar found with plastic cap for the southeast corner of the 39.4 acre tract;

**THENCE** South 61°50'55" East, continuing with the north line of the 60.292 acre tract, a distance of 250.39 feet to a 2" iron pipe found in for the northeast corner of the 60.292 acre tract, same being the northwest corner of said 15.74 acre tract;

**THENCE** South 27°32'42" West, with the east line of the 60.292 acre tract, same being the west line of said 15.74 acre tract, a distance of 1131.13 feet to the **POINT OF BEGINNING**; containing 59.765 acres of land, more or less;

Surveyed on the ground on August 3, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 1662-001-59765ac

*Paul J. Flugel* 1-18-2021

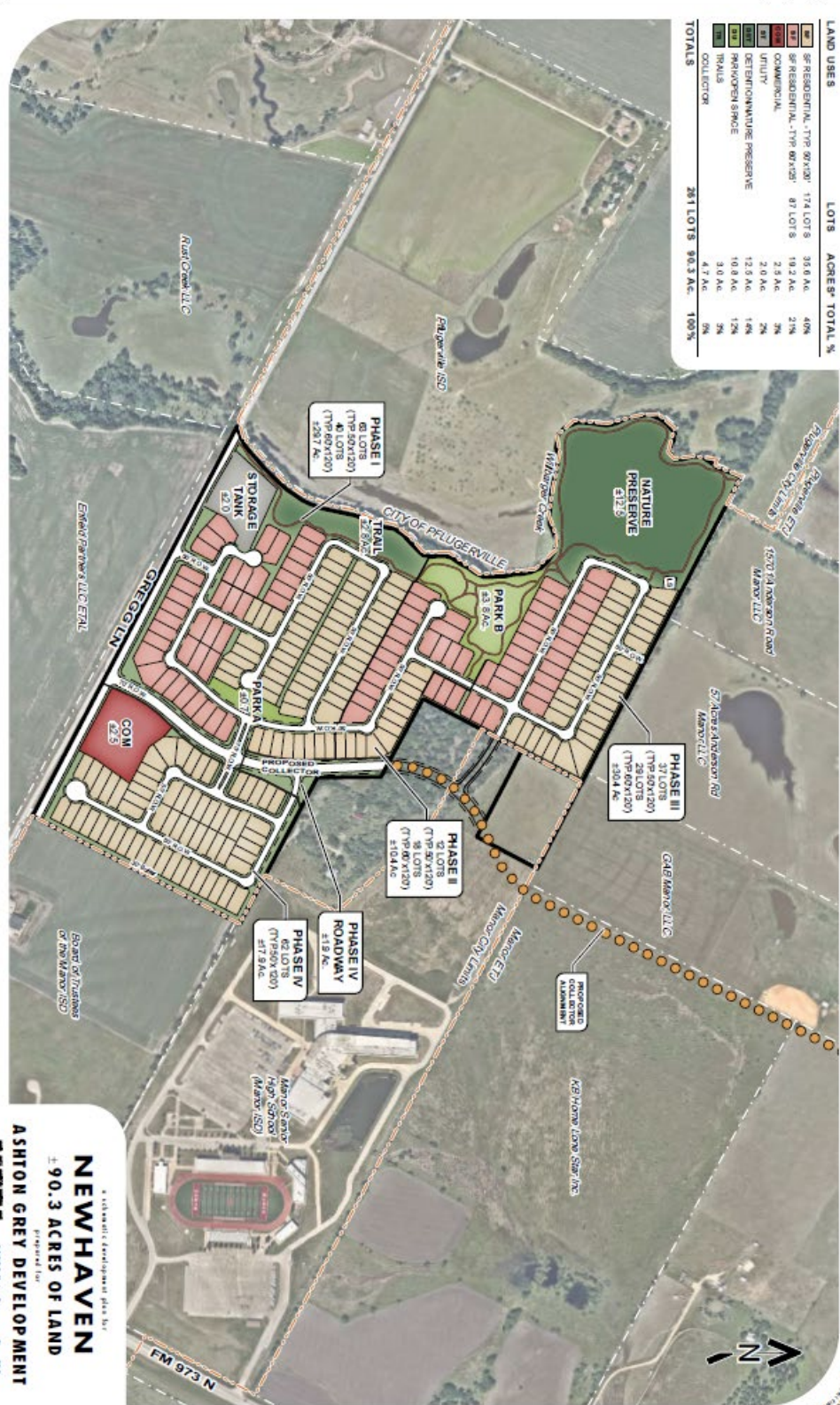
Paul J. Flugel  
Registered Professional Land Surveyor  
State of Texas No. 5096  
TBPLS Firm No. 10124500



1662-001-59.765 ACS



THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. THE INFORMATION IS NOT INTENDED TO BE USED AS A BASIS FOR INVESTMENT DECISIONS. THE INFORMATION IS NOT INTENDED TO BE USED AS A BASIS FOR INVESTMENT DECISIONS. THE INFORMATION IS NOT INTENDED TO BE USED AS A BASIS FOR INVESTMENT DECISIONS.



LAND USES	LOTS	ACRES	TOTAL %
SR RESIDENTIAL-TYP 8X12R	174 LOTS	35.6 AC.	40%
SR RESIDENTIAL-TYP 8X12R	87 LOTS	19.2 AC.	21%
COMMERCIAL		2.5 AC.	3%
UTILITY		2.0 AC.	2%
DETENTION/PRESERVE		12.5 AC.	14%
RECREATION SERVICE		10.8 AC.	12%
TRAILS		3.0 AC.	3%
COLLECTOR		4.7 AC.	5%
<b>TOTALS</b>	<b>261 LOTS</b>	<b>90.3 AC.</b>	<b>100%</b>

**NEWHAVEN**  
 A Suburban Development Plan For  
 ± 90.3 ACRES OF LAND  
 ASHTON GREY DEVELOPMENT  
 PREPARED FOR:  
**META**  
 54335 Hwy 7, P.O. Box 27464  
 Dallas, Texas 75227  
 TEL: 214-343-1422  
 FAX: 214-343-1422  
 MAY 20, 2024

## EXHIBIT "B"

### Transportation Mitigation

Location	Improvement	Project Cost	Inflation Adjustment <sup>1</sup>	Total Cost	Estimate Basis	Movement	Calculated Pro-Rata Share (MAX AM/PM %)	Pro-Rata Cost
FM 973 at Gregg Lane	Install traffic signal **	\$ 375,000	103.44%	\$ 387,900	Wolf Manor TIA	All Movements at Intersection	7.0%	\$ 27,153
	Install 500' eastbound right turn lane **	\$ 170,455	103.44%	\$ 176,319	Wolf Manor TIA	Eastbound Right	17.0%	\$ 29,974
	Traffic signal timing modifications	\$ 5,000	103.44%	\$ 5,172		-	100.0%	\$ 5,172
Fuchs Grove Road at Gregg Lane	Install traffic signal **	\$ 306,878	103.44%	\$ 317,435	Gregg Manor TIA	All Movements at Intersection	14.0%	\$ 44,441
	Install 600' southbound left turn lane	\$ 193,000	103.44%	\$ 199,639	See Appendix L	Southbound Left	20.5%	\$ 40,926
	Install 525' westbound right turn lane	\$ 171,000	103.44%	\$ 176,882	See Appendix L	All Movements at Intersection	14.0%	\$ 24,764
	Traffic signal timing modifications	\$ 5,000	103.44%	\$ 5,172		-	100.0%	\$ 5,172
Fuchs Grove Road at Gregg Manor Road	Install traffic signal **	\$ 302,000	103.44%	\$ 312,389	Gregg Manor TIA	All Movements at Intersection	9.5%	\$ 29,677
	Install 200' southbound right turn lane**	\$ 101,104	103.44%	\$ 104,582	Gregg Manor TIA	Southbound Right	21.5%	\$ 22,485
	Traffic signal timing modifications	\$ 5,000	103.44%	\$ 5,172		-	100.0%	\$ 5,172
Gregg Lane	Widen to 1-34E (Fuchs Grove Road to Roadway 1)	\$ 1,012,741	103.44%	\$ 1,047,579	See Appendix L	Two-way Volume	16.0%	\$ 167,613
	Widen to 1-34E (Roadway 1 to FM 973)	\$ 913,127	103.44%	\$ 944,539	See Appendix L	Two-way Volume	22.0%	\$ 207,799
	ROW Dedication for MAD6				Not Applicable			
<b>Total:</b>								<b>\$ 610,346.82</b>

<sup>1</sup> Based on ENR annual average construction cost index for November 2012 and November 2022 (3.44% annual inflation rate until Build Out in 2023)

\*\* Proposed in background TIA (Background TIA's cost estimate used)

EXHIBIT "C"  
Commercial Tract

