

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT  
(Manor Heights)**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Second Amendment**”) is dated effective \_\_\_\_\_, 2020 (the “**Second Amendment Effective Date**”) and is entered into between the CITY OF MANOR, a Texas home-rule municipal corporation (the “**City**”) and FORESTAR (USA) REAL ESTATE GROUP, INC., a Texas corporation (the “**Developer**”). The City and Developer are sometimes referred to herein as a “**Party**” and collectively as the “**Parties.**”

**RECITALS:**

A. Sky Village Kimbro Estates, LLC, a Texas limited liability company (“**Sky Village**”) and RHOF, LLC, a Texas limited liability company (“**RHOF**”) (collectively, the “**Original Developer**”) and the City previously entered into that certain Development Agreement dated effective November 7, 2018 (the “**Agreement**”), as was amended by that certain First Amendment to Development Agreement dated November 6, 2019 (the “**First Amendment**”) for that certain Project (as defined therein) located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement.

B. Developer now owns all the Property (as defined in the Agreement), save and except the Commercial Parcels, herein defined, which are now owned by RHOF, successor-in-interest to Sky Village.

C. The Original Developer assigned all of its rights under the Development Agreement pertaining to the Property (save and except the Commercial Parcels) to Developer.

D. City and Developer desire to modify and amend the Agreement in certain respects, as more particularly set forth in this Second Amendment.

**AGREEMENT:**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

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

2) Capitalized Terms. All capitalized terms in this Second Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

3) Commercial Parcels. The following is hereby added as a definition to Section 1.02 of the Agreement:

**“Commercial Parcels”** means the parcels of land within the Project which are intended to be developed for commercial uses and are more particularly described on **Exhibit “A-2”** attached hereto and made a part hereof.

4) Payment of Design Fees. Section 10.01(d) of the Agreement shall be deleted and replaced in its entirety with the following:

“Developer has contributed \$405,724.53 towards the design of the Overall Plant. These Costs shall be reimbursed to Developer through the PID.”

5) Wastewater Treatment Plant. (a) The first paragraph of Section 10.01 (a) is hereby deleted and replaced in its entirety with the following:

“(a) The Developer shall fund, finance and pay for the cost of designing and constructing a 400,000 gpd wastewater treatment plant (the **“Overall Plant”**) located on the portion of the Property depicted on **Exhibit “G”** attached hereto, as provided in this Article, subject to reimbursement for such costs as provided herein. The Parties acknowledge and agree that the Overall Plant will be constructed in two phases. The first phase of the Overall Plant (**“Interim Phase I”**) will consist of a 200,000 gpd wastewater treatment plant and the second phase of the Plant (the **“Interim Phase II”**) will add in an additional capacity of 200,000 gpd to get the Overall Plant to its intended size of 400,000 gpd.”

(b) Any references to **“Plant”** in the Agreement shall be deemed to refer to Interim Phase I unless expressly stated otherwise.

(c) Prior to finalizing any plans for Interim Phase I or Interim Phase II, the City shall allow Developer’s engineer to conduct a peer review of said plans.”

6) Construction Plans (Wastewater). Section 10.03(a) is hereby deleted and replaced in its entirety with the following:

“(a) As more particularly described in Article XIII below and on **Exhibit “L”** attached hereto, it is anticipated that PID Bonds will be issued to fund a portion of the costs of the Offsite Wastewater Improvements. Pursuant to Article XIII below, Developer has agreed to secure payment and performance bonds for Interim Phase I and Interim Phase II. If prior to commencement of construction of Interim Phase I and/or Interim Phase II, as applicable, there are PID Bond proceeds within the applicable account of the Indenture sufficient to pay for completion of Interim Phase I and/or Interim Phase II, as applicable, then the Developer shall not be required to post any additional fiscal security for such improvements. If PID Bonds have not been issued prior to the commencement of construction of Interim Phase I and/or Interim Phase II, as applicable, then Developer shall pay all invoices submitted by the City from their contractors who are constructing the applicable portion of the Overall Plant, within thirty (30) days of receipt of said invoice. Any amounts paid by Developer pursuant to the foregoing sentence shall be referred to herein as **“WWTP Developer Payments”**. When PID Bonds are issued, if the PID Bond proceeds within the applicable account of the Indenture are not sufficient to complete Interim Phase I and/or Interim Phase II, as applicable, then Developer will provide to or for the benefit of

City, as security for the performance of such obligation: (1) a letter of credit from a reputable financial institution in a form reasonably acceptable to the City; or (2) a cash payment in an amount equal to (i) 110% of the then-projected cost of any such unconstructed segment of Interim Phase I and/or Interim Phase II, as applicable (taking into account any WWTP Developer Payments) less (ii) the amount of PID Bond proceeds within the applicable account of the Indenture dedicated to pay for the completion of Interim Phase I and/or Interim Phase II, as applicable. If a letter of credit is posted, the Developer shall have the right to reduce the amount of the letter of credit periodically as construction of the Offsite Wastewater Improvements progresses.

For the remainder of the Offsite Wastewater Improvements (i.e. all Offsite Wastewater Improvements other than the Overall Plant), the following provisions shall apply:

If prior to commencement of construction of the Offsite Wastewater Improvements (i.e. all Offsite Wastewater Improvements other than the Overall Plant), there are PID Bond proceeds within the applicable account of the Indenture sufficient to pay for completion of that particular Offsite Wastewater Improvement (i.e. all Offsite Wastewater Improvements other than the Overall Plant), it is intended that the Developer not be required to post fiscal security for the applicable Offsite Wastewater Improvement. If at any time there are not sufficient funds in the Project Fund to complete the portion of the Offsite Wastewater Improvements (i.e. all Offsite Wastewater Improvements other than the Overall Plant) being funded by the PID, the Developer will provide to or for the benefit of City, as security for the performance of such obligation (1) a letter of credit from a reputable financial institution in a form reasonably acceptable to the City; or (2) a payment and performance bond for the benefit of the City (or any combination thereof), in an amount not less than 120% of the then-projected cost of any such unconstructed segment of the portion of the Offsite Wastewater Improvements being funded by the PID. Developer shall have the right to draw down on the security posted as construction of the Offsite Wastewater Improvements progresses.”

7) Public Improvement District. Pursuant to Paragraph 8 of the First Amendment, Developer notified the City on January 21, 2020 of its desire for the City to issue Upfront PID Bonds.

8) Construction of Overall Plant. The fourth paragraph of Article XIII shall be deleted and replaced in its entirety with the following:

“Unless the completion of Interim Phase I is caused by Developer delays, the Parties agree that construction of Interim Phase I shall be completed fifteen (15) months from the date the Developer deposits with the City or an escrow agent agreed upon by the Parties a payment and performance bond in a form acceptable to the City and in an amount equal to 110% of the cost to construct Interim Phase I. If there are delays in the construction of Interim Phase I not caused by the City, an extension for completion of the Interim Phase I shall be agreed upon by letter agreement between the Parties.

Developer shall provide the Interim Phase II P&P Bond (defined below) to the City (or other party designated by the City) within sixty (60) days of Developer's receipt of the City's written notice that Interim Phase I has reached 65% capacity. Unless the completion of Interim Phase II is caused by Developer delays, the Parties agree that construction of Interim Phase II shall be completed (i) fifteen (15) months from the date the Developer deposits with the City or an escrow agent agreed upon by the Parties a payment and performance bond in a form acceptable to the City and in an amount equal to 110% of the cost to design (if design has not been completed) and construct Interim Phase II ("**Interim Phase II P&P Bond**"). If there are delays in the design and construction of Interim Phase II not caused by the City, an extension for completion of Interim Phase II shall be agreed upon by letter agreement between the Parties."

9) Design Guidelines.

(a) Solely with respect to Manor Heights South, the following shall apply:

(i) The masonry requirements for residential units shall be all brick or stone on the front and brick or stone on portions of the sides. Hardie Board, or similar products shall not be used to meet the masonry requirements.

(ii) The minimum lot size shall be 6,000 square feet and the minimum living area per residential unit shall be 1,500 square feet.

(b) For the Property (save and except Manor Heights South), the design standards attached hereto as Schedule I shall be followed.

10) Old Kimbro Road.

(a) The City hereby agrees to cooperate with Developer on the addition of the portion of Old Kimbro Road that is located within the Project into the boundaries of the District. The City and Developer shall work diligently and in good faith to complete the addition of the portion of Old Kimbro Road that is located within the Project into the boundaries of the District.

(b) The City agrees to commence proceedings to vacate the portion of Old Kimbro Road located within the boundaries of the Project within thirty (30) days after satisfaction of the following: (i) Developer shall execute and deposit a special warranty deed for the portion of the MAD4 Roadway that is owned by Developer and located within the boundaries of the Project (the "**ROW Deed**") into escrow with an escrow agent selected by the City and Developer, (ii) the City, the Developer and the escrow agent shall enter into an escrow agreement in a form mutually agreeable to said parties, (iii) Developer and the City shall enter into a Completion Agreement (herein so called) in substantially the same form as Exhibit "P" attached hereto, and (iv) Developer shall post fiscal security guaranteeing the completion of the portion of the MAD4 Roadway described in Section 6.05(a)(1) of the Agreement in the form of a payment and performance bond

for the benefit of the City, in an amount not less than 120% of the estimated cost of such applicable portion of the MAD4 Roadway. Upon vacation and conveyance of such portion of Old Kimbro Road, that portion of vacated right-of-way shall automatically become a part of the Property under this Agreement.

11) Notices. The notice address for Developer in Section 21.01 shall be updated to include the following:

Forestar (USA) Real Estate Group  
Attn: John Maberry  
10700 Pecan Park Blvd. Suite 150  
Austin, Texas 78750  
Telephone: (512) 433-5231  
Email: JohnMaberry@forestar.com

12) Exhibits. Section 23.07 is hereby updated to add “Exhibit A-2: Commercial Parcels”. In addition, **Exhibit “A-2”** attached to this Second Amendment is hereby added to and incorporated into the Agreement.

13) Ratification of Agreement/Conflict. All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this Second Amendment. To the extent there is any inconsistency between the Agreement and this Second Amendment, the provisions of this Second Amendment shall control.

14) No Waiver. Neither City’s nor Developer’s execution of this Second Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other party’s obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

15) Governing Law. This Second Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

16) Entire Agreement. The Parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said Parties. The Parties hereto agree and understand that this Second Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

17) Counterparts. This Second Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

*[Signature pages follow]*

EXECUTED in multiple originals, and in full force and effect as of the Second Amendment Effective Date.

**CITY:**

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

By: \_\_\_\_\_  
Dr. Larry Wallace Jr., Mayor

**Attest:**

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
Name: Veronica Rivera  
Title: Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by Dr. Larry Wallace Jr., 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:**

**FORESTAR (USA) REAL ESTATE GROUP,  
INC.**, a Delaware corporation

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

THE STATE OF TEXAS     §

COUNTY OF TRAVIS     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_ of the FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation, on behalf of said corporation.

(SEAL)

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

**DEVELOPER:**

**RHOF, LLC,**  
a Texas limited liability company

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

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_ of RHOF LLC, a Texas limited liability company, on behalf of said company.

(SEAL)

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



## Exhibit A-2 Commercial Parcels



DWG NAME: KVAUL\_CIVL\_000295700 SKY VILLAGE SOUTH/CAD/CHEM/PLANS/HEETS/MANOR HEIGHTS CHAFFON REMAINDER.DWG  
 LAST SAVED: 5/20/20 7:40 AM

**Exhibit P**  
**Form of Completion Agreement**

**[see attached]**

## COMPLETION AGREEMENT

THIS COMPLETION AGREEMENT (herein, this “*Agreement*”) is made effective [DATE], 2020, by and between **FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation (together with its successors, assigns, the “*Developer*”), and the **CITY OF MANOR, TEXAS** (the “*City*”).

### RECITALS

WHEREAS, the Developer is the majority owner and developer of lands within the boundary of the Manor Heights Public Improvement District (the “*District*”) established by the City, as more particularly described in **Exhibit A** attached hereto and incorporated by referenced herein (the “*Property*”);

WHEREAS, the Property is subject to that certain *Development Agreement* dated as of November 7, 2018 (as amended, the “*Development Agreement*”);

WHEREAS, pursuant to the Development Agreement, the City and the Developer have agreed to certain terms relating to the construction and funding of certain infrastructure improvements, including but not limited to the MAD4 Roadway (the “*Designated Improvements*”);

WHEREAS, the Developer is a wholly-owned subsidiary of Forestar Group Inc. (“*Forestar Group*”), a publicly traded residential lot development company listed on the New York Stock Exchange under the ticker symbol “FOR”;

WHEREAS, in order to ensure that the Designated Improvements are completed and funding is available in a timely manner to provide for their completion, the Developer has agreed in the Second Amendment to the Development Agreement to enter into this Agreement to provide further assurances to the City that the Designated Improvements will be completed and Developer has the funds to complete the Designated Improvements; and

NOW, THEREFORE, based upon the above recitals and other good and valuable consideration, the receipt of which and sufficiency of which is hereby acknowledged, the Developer and the City, agree as follows:

**1. INCORPORATION OF RECITALS; CAPITALIZATION.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Development Agreement.

**2. COMPLETION OF AUTHORIZED IMPROVEMENTS.**

(i) In addition to all of the other terms and conditions set forth in the Development Agreement, in order to assure the completion of the Designated Improvements, the Developer agrees, no later than ten (10) business days after written request of the City, to provide evidence to the City (“*Evidence of Available Funds*”) that sufficient funds are available to the Developer to fund the completion of the Designated Improvements. In response to any such request, the

Developer may provide Evidence of Available Funds by timely delivering a letter that directs the City to that portion of Forestar Group's most recent filing with the United States Securities and Exchange Commission (the "**SEC**") stating either that Forestar Group (a) is in compliance with the covenants, limitations and restrictions in its unsecured revolving credit facility, as described in Forestar Group's 2019 Form 10-K annual report filed with the SEC, or (b) maintains cash and equivalents in an amount that equals or exceeds the estimated amount to complete the Designated Improvements.

(ii) The City has no responsibility for and no duty to verify the accuracy of any Evidence of Available Funds submitted pursuant to this Section 2.

**3. DEVELOPER DEFAULT; PROTECTION AGAINST THIRD PARTY INTERFERENCE.**

In the event the Developer does not comply with the terms of this Agreement, the City or its designee shall have the right to seek specific performance from a court of competent jurisdiction in order to ensure the Designated Improvements are completed as soon thereafter as reasonably possible.

**4. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the City and the Developer.

**5. AUTHORIZATION; CONSENT.** The execution of this Agreement has been duly authorized by the City and the Developer, and both the City and the Developer have full power and authority to comply with the terms and provisions of this instrument.

**6. NOTICES.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, facsimile or, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested with delivery via email confirming mailing thereof, to the following addresses:

City:

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

With copy to:

The Knight Law Firm, LLP  
Attn: Paige Saenz  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752

Developer:

Forestar (USA) Real Estate Group, Inc.  
Attn: John Maberry & Matt Stark  
10700 Pecan Park Blvd. Suite 150  
Austin, Texas 78750

With a copy to:

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

Except as otherwise provided in this Agreement, any mailed notice sent in the manner provided above shall be deemed received three (3) business days after delivery or mailing. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**7. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the City, and the Developer, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation, other than the City and the Developer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the City and the Developer and their respective representatives, successors, and assigns.

**8. SUCCESSORS.** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer, and its successors and assigns, subject to Section 15 below.

**9. ASSIGNMENT.** This Agreement may be assigned by Developer to a party who is acquiring all or a majority of the Property owned by Developer provided that the Developer first obtains the prior written approval of the City Council, such consent not to be unreasonably withheld.

**10. CONSTRUCTION OF TERMS; CONFLICT WITH FINANCING AGREEMENT.** Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires. To the extent there is a conflict between the terms of this Agreement and the Development Agreement, the Development

Agreement shall control. To the extent there is a conflict between the terms of this Agreement and the PID Financing Agreement to be entered into covering the District, the PID Financing Agreement shall control.

**11. CONTROLLING LAW.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Texas.

**12. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**13. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**14. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**15. COVENANT AND RECORDATION.** The Developer, as the developer and the majority owner of lands within the District at the time of the execution of this Agreement, agrees that the obligations imposed upon it by this Agreement are valid and enforceable and shall be covenants running with the lands described in Exhibit A hereto, creating an obligation and one which is binding upon successor owners and assigns. The Developer shall record this Agreement in the Public Records of Travis County, Texas, against the lands owned by the Developer at the time of execution of this Agreement. Once the Developer has completed all the Designated Improvements pursuant to the terms of this Agreement and the Development Agreement, the Developer shall notify the City, the City shall record, in the public records, a release and satisfaction of its obligations under this Agreement (the “**Completion Agreement Release**”). The form of the Completion Agreement Release is attached hereto as Exhibit B. This Agreement, when recorded, shall be binding upon the Developer and the City and their successors and assigns as permitted by this Agreement and upon the Property; **however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-user or unaffiliated homebuilder except for land use and development regulations that apply to such lots.**

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the date first above written.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**CITY:**

**CITY OF MANOR, TEXAS**

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

STATE OF TEXAS                                      §  
   §  
COUNTY OF \_\_\_\_\_                                      §

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of the City of Manor, on behalf of the  
City.

[SEAL]

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_

**DEVELOPER:**

**FORESTAR (USA) REAL ESTATE GROUP,  
INC., a Delaware corporation**

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

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ as \_\_\_\_\_ of Forestar (USA) Real Estate Group, Inc., a  
Delaware corporation, on behalf of said corporation.

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

AFTER RECORDING PLEASE RETURN TO:

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



**EXHIBIT A**

**METES AND BOUNDS DESCRIPTION OF THE PROPERTY**

90.089 ACRES OUT OF THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE TRACTS OF LAND CONVEYED TO RHOF, LLC, A TEXAS LIMITED LIABILITY COMPANY, PER DEED RECORDED AS DOCUMENT NO.2017194263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

44.0347 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 180.83 ACRES OF LAND CONVEYED TO ALMA JUANITA MEIER, AS DESCRIBED IN VOLUME 11376, PAGE 676, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

267.972 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456 AND THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE SAME 267.972 ACRE TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS DESCRIBED IN DOCUMENT NUMBER 2016214460, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

(35.626 AC) LOT 2, J.F. NAGLE ESTATES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 199900207, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, TOGETHER WITH A NON-EXCLUSIVE 60 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT AS CREATED AND MORE PARTICULARLY DESCRIBED IN THAT DECLARATION OF ACCESS AND PUBLIC UTILITY EASEMENT RECORDED IN DOCUMENT NO. 1999058184, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME 35.626 ACRES CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

3.469 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS RECORDED IN 2017157471 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS

157.9603 ACRES OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT 154 AND THE LEMUEL KIMBRO SURVEY NO.64, ABSTRACT 456, AND BEING THE TRACTS OF LAND CONVEYED TO KIMBRO ROAD ESTATES, LP PER DEED RECORDED AS DOCUMENT NO.201780865 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

**A METES AND BOUNDS**

**DESCRIPTION OF A**

**3.700 ACRE RIGHT-OF-WAY OF LAND**

**BEING** a 3.700 acre (181,158 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; and being a portion of Old Kimbro Road (80 feet wide); and being more particularly described as follows:

**COMMENCING**, at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of said Old Kimbro Road marking the northwest corner of a called 51.533 acre tract of land described in instrument to Chau Dinh and Kim Pham recorded in Document No. 2014139510 of the Official Public Records of Travis County, same being the northeast corner of a called 90.0886 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017194263 of the Official Public Records of Travis County;

**THENCE**, North 85°48'57" West, 846.55 feet, along the southerly right-of-way line of Old Kimbro Road and the north line of said 90.0886 acre tract to the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, continuing along the southerly right-of-way of said Old Kimbro Road and along the north line of said 90.0886 acre tract the following two (2) courses and distances:

1. North 85°48'57" West, 1629.02 feet to an iron rod with plastic cap stamped "KHA" found for a point of curvature;
2. in a southwesterly direction, along a tangent curve to the left, a central angle of 43°49'58", a radius of 533.10 feet, a chord bearing and distance of South 72°20'04" West, 397.96 feet, and a total arc length of 407.84 feet to a point for corner;

**THENCE**, departing the north line of said 90.0886 acre tract and crossing said Old Kimbro Road the following two (2) courses and distances:

1. North 40°17'42" West, 46.07 feet to a point for corner;
2. North 61°40'04" West, 35.46 feet to a 5/8-iron rod found on the northerly right-of-way line of said Old Kimbro Road marking the southwest corner of a called 157.9603 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017180885 of the Official Public Records of Travis County;

**THENCE**, along the northerly right-of-way line of said Old Kimbro Road and along the south line of said 157.9603 acre tract the following three (3) courses and distances:

1. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 36°32'19", a radius of 613.14 feet, a chord bearing and distance of North 68°23'46" East, 384.42 feet, and a total arc length of 391.01 feet to a 1/2-iron rod found for a point for corner;
2. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 7°10'29", a radius of 1407.07 feet, a chord bearing and distance of South 89°23'14" East, 176.08 feet, and a total arc length of 176.20 feet to a concrete monument found for a point of tangency;
3. South 85°54'35" East, 1541.16 feet to a point for corner;

**THENCE**, South 4°11'03" West, 80.00 feet departing the south line of said 157.9603 acre tract and crossing said Old Kimbro Road to the **POINT OF BEGINNING**, and containing 3.700 acres of right-of-way in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

ABEL P. STENDAHL  
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**EXHIBIT OF A 3.700 ACRE  
RIGHT-OF-WAY  
TO BE RELEASED**

A.A. CALDWELL SURVEY NO.52,  
ABSTRACT NO. 154  
TRAVIS COUNTY, TEXAS

**Kimley»Horn**

601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10163073 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DJG	APS	9/3/2020	060255703	1 OF 2

**EXHIBIT B**

**COMPLETION AGREEMENT RELEASE**

The **CITY OF MANOR, TEXAS** (the “*City*”), hereby acknowledges receipt of notification of the completion of the Designated Improvements in accordance with Sections \_ and \_ of the Completion Agreement (the “*Completion Agreement*”) by and between the City and **FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation (the “*Developer*”).

The Completion Agreement was recorded in the Public Records of Travis County, Texas under Instrument No. \_\_\_\_\_ against the real property more particularly described therein and incorporated by referenced herein.

Developer and its successors and assigns shall have no further obligations, duties or liabilities under the Completion Agreement, the City hereby releases, waives and forever discharges the Developer from all obligations, duties or liabilities of whatever nature arising under or in connection with the Completion Agreement.

**[SIGNATURE PAGE FOLLOWS]**

**CITY:**

**CITY OF MANOR, TEXAS**

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

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of the City of Manor, on behalf of the  
City.

[SEAL]

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_

**Schedule I  
Design Guidelines**

**[See attached]**





Front Facades are defined as residential elevations facing a street or park. Facades adjacent to a park with a wall or fence between the façade and park is not a front façade. Both street facing facades on corner lots are considered front facades and must be articulated; continue the siding material palette on both street-facing facades and incorporate architectural elements. The percentage of design elements, materials and detailing are not required to be consistent on both facades.

**Streetscape Variety.** The same elevation can be repeated no more than every fourth Lot. The same elevation cannot be placed on a Lot directly across the street or diagonal from any other plan with the same elevation. No elevations may be repeated on a cul-de-sac having less than six (6) Lots. No color palette may be repeated more than seven times on any block of more than 21 lots.

**Variety of facade articulation.** Front elevations shall have at least two different design features to break the wall plane. The following are examples of the types of design features that meet this requirement:

- Horizontal offsets, recesses or projections, breezeways, porte-cocheres, canopies, ornamental cornices, ornamental and bay windows, vertical “elevation” off-sets, peaked roof forms, arches, architectural details such as tile work or moldings integrated into the façade, integrated planters or wing walls, accent materials, varied roof heights, or similar design features

Front Facades should create visual interest through horizontal and vertical articulation of the building elevation. A variety of textured surfaces and natural materials may be used, particularly at the pedestrian eye-level, with windows and entrances that face the street. Blank walls should be minimized.





On lots less than 55' in frontage, entries must be one-story scaled entries and either recessed or covered with a porch, canopy, or other shading device. A variety of front door types is required.

Articulated use of details and accent materials should be used at building entries to emphasize human-scale. Building entrances may be marked by porch elements, trellises, canopies, awnings or special roof treatments. Oversized and grandiose archways are discouraged.

## Front Entries





**Materials.** Exterior surface area (all stories) may consist of ledge stone, fieldstone, cast stone, cementitious-fiber planking and board and batten (not panels), painted or tinted stucco and brick. Solid wood planking, decorative cementitious-fiber panels, galvanized metal and other durable materials may be used for accent features. The minimum front facade masonry is 30%, masonry must be stone, brick or stucco.

**Detailing.** Design elements and detailing, including the presence of windows and window treatments, trim detailing and exterior wall materials should be continued around the primary building; the percentage of design elements, materials and detailing may vary from façade to façade to encourage architectural variety and are not required to be consistent.

Residential buildings that back up to a collector street or higher street category shall be limited to one-story height to minimize the visual impact of rear facades being prominently viewed by the public.

## Exteriors of Residential Buildings





A garage door recessed from the face of the front façade that emphasizes the living area of the home from the street is a permitted garage type.



## Front-loaded Garage - Living Area Forward





Garage doors flush with the street-facing façade require design features on the façade that de-emphasizes the visual impact of the garage. At least one of the following is required on a flush garage:

- Integrated trim or banding around the garage door that matches the residential building
- Garage door relief detailing; windows are a preferred element
- An overhead eave or porte-cochere extended above the face of the garage door in front of the garage door face
- Decorative hardware such as hinges, handles, etc.

## Front-loaded Garage - Flush with Facade





Garages projecting in front of the street facing building façade may protrude in front of the building provided that design features are provided on all exposed garage facades to de-emphasize the visual impact of the garage. A projecting garage may be side loaded (garage doors perpendicular to the street). Some combination of the following is required on a projecting garage:

- Extend and integrate the building siding materials on the garage façades
- Integrated trim or banding around the garage door that matches the residential building
- Garage door windows
- Single garage doors
- An architectural roof above the garage, such as a gabled roof

## Front-loaded Garage - Projecting





Stain or paint colors for garage doors shall be compatible with the color palette of the building façade siding or trim of the home to deemphasize the garage door and emphasize the architectural building façade. Detailing and articulation of the garage doors is required.



**General.** Individual or two-car garage doors are permitted. The use of three garage doors is permitted provided at least one of the doors is offset two feet from the other doors. The driveway width at the curb line may be no wider than 17' or the width of a 2-door garage.

## Garage Door Articulation





Simple roof lines are encouraged and can be achieved by including hips, gables, projections (e.g. dormers) and roof form changes in keeping with a selected architectural style. On buildings with pitched roofs, the minimum main roof pitch is 5:12. Lower roof pitches are acceptable on porch elements, awnings or architectural feature elements.

Pitched roofs shall be clad in 25-year minimum composition shingles or low reflectivity coated metal roofing materials. The materials and colors of canopies, awnings and trellises should be compatible with the roof materials and complement and harmonize with the exterior design of the building.

An overhead eave or porte-cochere may extend above the face of the garage door in front of the garage door face. The overhead eave or the porte-cochere may extend five feet into the building setback line.



## Roofs and Overhead Structures





## **MEDIUM DENSITY RESIDENTIAL**

All guidelines set forth in these Design Guidelines apply to this housing type. In addition, the following apply to Medium Density Residential buildings and site design:

### **Architectural style**

A variety of quality and durable residential buildings within a condominium lot or small lot site must include a variety of architectural features and colors to establish an appealing streetscape character.

### **Form and mass**

A single, large building mass should be avoided. Building designs should incorporate visually heavier and more massive elements, details or colors at the building base, and visually lighter elements, details or colors above the base. Groups of buildings must have variety of colors. Four-flat and Mansion Home buildings are permitted.

### **Long walls and facades**

Up to six attached dwellings may be attached in a single row as a group.

### **Windows and transparency**

All walls and elevations on all floors of attached residential buildings must include windows or doors with glass, except as appropriate to assure privacy for adjacent residents.





### **Building roofs**

On buildings with pitched roofs, the minimum roof pitch is 6:12 on the main structure. On buildings where flat roofs are the predominant roof type, parapet walls should be provided.

### **Mechanical equipment screening**

Rooftop mechanical equipment must be hidden or screened with architecturally integral elements at least as high as the equipment to be screened. Makeshift equipment screens, such as wooden or plastic fences, are prohibited. Ground mounted mechanical equipment must be hidden or screened with architecturally integral wing walls and/or landscaping. Mechanical equipment must be located where their acoustics will minimize disruption to abutting residential dwelling units.

Solar panels and rain collection devices are exempt from mechanical equipment screening standards.





The PUD shall provide for a collection of privately owned, common open space lots set within the PUD and made available for residential use. Common open space will be designed to (i) serve the recreational needs of the residents (ii) provide places and opportunities for interaction within the community and (iii) provide opportunities for interaction with the natural environment.

All private open space and structures thereon shall be conveyed to and permanently owned and maintained by a Home Owner Association (HOA) or other responsible entity. The HOA may adopt rules and regulations regarding access, permitted uses, security (policing) and maintenance responsibilities for the open spaces.

Any lot designated as common open space shall consist of at least six thousand (6,000) square feet. The area of the common open space lot shall be measured and calculated to the property line of the lot.

Parking for common open space uses within the PUD may be provided with adjacent on-street parking. Off-street parking may also be provided within a common open space lot, at the option of the Developer.



A Master Homeowner Association shall be created and maintained for the community, empowered to govern and establish design guidelines, review architectural and landscape designs and enforce regulations and design guidelines. These regulations and guidelines will provide practical design direction which will create a special residential community environment that is consistent with these architectural design guidelines.

Each new residential unit in Manor Heights will be subject to design criteria that will be detailed in design guidelines as referenced in the Declaration of Covenants, Conditions, and Restrictions (CCRs) to be established by Owner and enforced by the Architectural Review Committee (ARC) which will be created pursuant to the CCRs.

House plans submitted to The City shall be stamped or indicated by letter of transmittal (or similar language) that architectural review committee (ARC) has reviewed and approved the house plans as complying with the PUD Design Requirements for City Review.