

## **MONARCH RANCH AT MANOR LLC DEVELOPMENT TIA PHASING AGREEMENT**

This TIA PHASING AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date") by and between the City of Manor, Texas, a Texas home rule municipal corporation (the "City"), and Monarch Ranch at Manor, 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 123.551-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 City and the Developer (together with other interested parties) entered into a Development Agreement dated the 4<sup>th</sup> day of May, 2022, that provided (among other items) that the City has approved the "Transportation Mitigation" as described in Section 14 thereof; and

WHEREAS, the Developer has submitted preliminary plat documents for Phases 1-3 of the Property (collectively, the "Preliminary Plat") and a final Traffic Impact Analysis (the "TIA") dated February 14, 2023, 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 City's Transportation Master Plan ("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 second 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 263 single-family lot, the Developer shall provide payment in full for mitigations associated with the approved TIA for the items identified as 106, 107 and N/A 1 on Exhibit "B", which is attached hereto and incorporated herein for all purposes (the "Transportation Mitigation Payment"). The Transportation Mitigation Payment for item N/A 2 on Exhibit "B" must be paid prior to the recording of the Final Plat for Phase III.

(c) Concurrently with the development of the second phase of the Property (and prior to approval of a Final Plat on the third phase of the Property), the Developer shall construct the improvements described on Exhibit "B" as item 203, "Driveway 3 & Gregg Ln".

(d) 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: Monarch Ranch  
825 Sisk Ave. Suite 200  
Oxford, MS 38655

Copy to: William C. Davidson  
901 S. Mopac  
Building 1, Suite 500  
Austin, Texas 78746

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) Verifications of Statutory Representations and Covenants. Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(q) 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 hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(r) 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 neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(s) 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. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

(t) 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” has the meaning provided in Section 2274.001(3), Government Code.

(u) 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.

(v) 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

*[signature pages follow]*

COPY

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 \_\_\_\_\_, 202\_, 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:**

\_\_\_\_\_  
a \_\_\_\_\_

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

**ACKNOWLEDGMENT**

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

§  
§

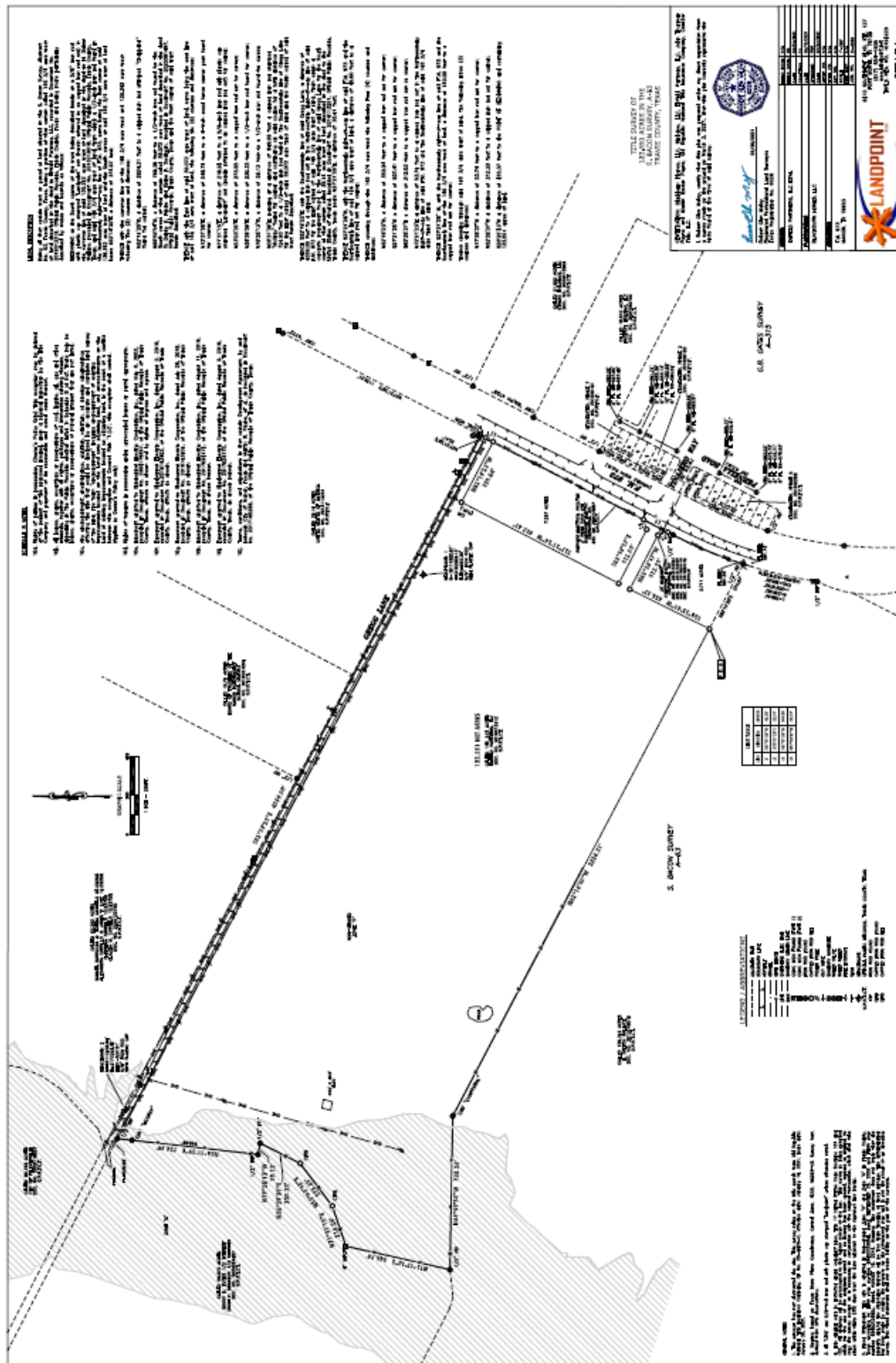
This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said company.

(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



## EXHIBIT "B"

### Transportation Mitigation

ID	Location	Improvement	Construction Subtotal	Developer's Pro Rata Share %	Developer's Construction Cost	Receiving Agency
101	FM 973 & Gregg Ln	Modify Signal Timings	\$5,600.00	100.00%	\$5,600.00	TxDOT
		Restripe NB left-turn bay	\$2,650.00	100.00%	\$2,650.00	TxDOT
		Add SB right-turn bay	\$227,900.00	12.70%	\$28,850.00	TxDOT
102	Tinajero Way & FM 973	Restripe NB striped median for left-turn bay	\$2,700.00	100.00%	\$2,700.00	TxDOT
		Install Signal Hardware for Eastbound Approach	\$56,150.00	100.00%	\$56,150.00	TxDOT
103	Suncrest Rd & FM 973	Install Signal	\$617,900.00	16.70%	\$103,100.00	TxDOT
		Add NB right-turn bay	\$123,100.00	0.00%	\$0.00	TxDOT
		Add SB left-turn bay	\$148,400.00	4.30%	\$6,400.00	TxDOT
104	Shadowglen Trace/Suncrest Rd & FM 973	Modify Signal Timings	\$5,600.00	100.00%	\$5,600.00	TxDOT
		Add WB left-turn bay	\$130,350.00	0.00%	\$0.00	TxDOT
		Add WB right-turn bay	\$140,450.00	0.00%	\$0.00	TxDOT
		Add NB right-turn bay	\$227,900.00	0.00%	\$0.00	TxDOT
		Add SB left-turn bay	\$209,850.00	11.10%	\$23,300.00	TxDOT
105	FM 973 & US 290	Add EB left-turn bay to create dual lefts	\$343,600.00	16.30%	\$56,150.00	TxDOT
		Addition of a NB receiving/transition lane	\$90,300.00	16.90%	\$15,250.00	TxDOT
		Add NB right-turn bay	\$172,500.00	0.00%	\$0.00	TxDOT
	Total		\$2,504,950.00		\$305,750.00	
106	Fuchs Grove Rd & Gregg Ln	Install Signal	\$617,900.00	5.60%	\$34,850.00	City of Manor
		Add WB right-turn bay	\$114,700.00	5.70%	\$6,600.00	City of Manor
		Add NB right-turn bay	\$123,100.00	16.70%	\$20,500.00	City of Manor
		Add SB left-turn bay	\$156,850.00	8.50%	\$13,350.00	City of Manor
107	Fuchs Grove Rd & Gregg Manor Rd	Add SB right-turn bay	\$143,600.00	8.30%	\$11,950.00	City of Manor
		Add WB right-turn bay	\$142,400.00	6.70%	\$9,500.00	City of Manor
N/A 1	Gregg Ln between FM 973 & Driveway 3	Expand Cross-Section	\$1,631,400.00	12.70%	\$207,400.00	City of Manor
N/A 2	Gregg Ln between Driveway 3 & Fuchs Grove Rd	Expand Cross-Section*	\$741,850.00	8.20%	\$60,900.00	City of Manor
	Total		\$3,671,800.00		\$365,050.00	
203	Driveway 3 & Gregg Ln	Add EB right-turn bay	\$120,450.00	100.00%	\$120,450.00	Developer Improvement
	Total		\$6,297,200.00		\$791,250.00	

\*A segment of the Gregg Lane cross-section is to be expanded by others as part of a bridge reconstruction project.

\*A segment of the Gregg Lane cross-section is to be expanded by others as part of a bridge reconstruction project.

The total amount payable to the City under Section 3(b), the Transportation Mitigation Fee, is \$365,050.00