

**DEVELOPMENT AGREEMENT
FOR MANOR COMMERCIAL PARK DEVELOPMENT
(Maddtex)**

This Development Agreement for Manor Commercial Park Development (the “Agreement”) is made and entered into, effective as of the _____ day of _____, 2023, by and between the **City of Manor, Texas**, a Texas home rule municipal corporation (the “City”) and **Maddtex Drive, LP**, a Texas limited partnership (the “Owner”). The City and Owner are hereinafter sometimes referred to as a “Party” and collectively as the “Parties.” The Parties agree as follows:

RECITALS

A. Owner owns approximately 5.470 acres of land, more or less, located in Travis County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the “Property”). The Property is located within the City’s extraterritorial jurisdiction (“ETJ”) and not within the ETJ or corporate limits of any other municipality.

B. Owner will develop the Property as a commercial development project, as provided in this Agreement, and as generally shown on **Exhibit B** attached hereto and incorporated herein for all purposes (the “Project”), which shows the general location of the commercial use area as currently configured.

C. Prior to the Effective Date, Owner submitted an annexation petition covering the Property and it is intended that concurrently herewith, the Property will be annexed into the full purpose jurisdiction of the City.

D. The City shall be the exclusive retail provider of wastewater service to the Property.

E. The Property is not currently served by wastewater facilities.

F. The Parties desire to establish the agreed components of the wastewater infrastructure required for the development and use of the Property pursuant to the Applicable Regulations, as defined below, and the agreed process for the construction, conveyance, and financing thereof on the terms and conditions set forth in this Agreement.

G. Owner requested voluntary annexation of the Property into the corporate boundaries of the City as provided in Section 3.01 herein, to enable the Owner to obtain the benefits of this Agreement, to secure the City’s agreement to provide wastewater to Owner in connection with the conveyance and financing of certain improvements and to define, protect and clarify approvals to be granted with respect to development of the Property pursuant to this Agreement.

H. The Parties desire to establish certain restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years; and to identify planned

land uses and permitted intensity of development of the Property as provided in this Agreement. The Parties acknowledge that they are proceeding in reliance upon the purposes, intent, effectiveness and enforceability of this Agreement.

I. This Agreement is entered into pursuant to the provisions of the City Charter of the City (“City Charter”) and applicable state law.

AGREEMENT

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

Article I. Incorporation of Recitals and Definitions

1.01. Recitals Incorporated. The above and foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.

1.02. Definitions. Capitalized terms used in this Agreement shall have the meanings set forth in this section, unless otherwise defined, or unless the context clearly requires another definition.

“Agreement” is defined in the preamble hereof and includes any subsequent written amendments or modifications pursuant to Section 11.01 hereof.

“Annexation Ordinance” means Ordinance No. _____ covering the Property and including the Property within the City’s full purpose jurisdiction, adopted on even date herewith.

“Applicable Regulations” shall have the meaning set forth in Section 4.01 hereof.

“City Council” means the City Council for the City of Manor, Texas.

“City Manager” means the City Manager of the City of Manor, Texas.

Article II. Purpose, Benefits, Authority, Term and Termination

2.01. Purpose. The City and Owner want to provide for the City to design and construct a wastewater line for wastewater services for use by the Property and other development actions by both Parties.

2.02. General Benefits. Owner will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the wastewater services that will be made available to the Property pursuant to the terms of this Agreement. The City will

provide wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Owner has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; (b) the establishment of regulations applicable to the development of the Property; and (c) the wastewater services that will be made available to the Property pursuant to the terms of this Agreement. The City will benefit from this Agreement by virtue of its control over the development standards for the Property and by virtue of extension of its wastewater system. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City. The City, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.

2.03. Term of Agreement; Termination. The term of this Agreement shall be five (5) years from the Effective Date. Upon the expiration of this Agreement any and all rights pursuant to this Agreement shall expire; provided this Agreement will terminate and expire earlier if: (a) Owner defaults in the performance of this Agreement and the default is not timely cured as provided in this Agreement; (b) Owner defaults in the performance of any other contract or agreement between the Parties regarding or applicable to the development of the Property and the default is not timely cured within the time provided for cure in this Agreement; (c) the Property is fully developed and built-out by Owner; or (d) the Property is disannexed by the City. The Parties further mutually agree that this Agreement shall be in full force and effect from the Effective Date until the termination date, provided that the City may terminate this Agreement in accordance with Article VII.

Article III. Annexation; Sequence of Events

3.01. Annexation. Owner voluntarily requested that the City approve annexation of the Property by the submission of an annexation petition to the City.

3.02. Disannexation. It is the intent of the Parties to enter into this Agreement to address, among other things, the service of wastewater to the Property through the construction of a Wastewater Line Project by the City. In the event that the City does not construct the Wastewater Line and does not provide a wastewater service connection to the Property by June 30, 2025 (the “Wastewater Service Period”), then the Owner can request, and City will, disannex the Property. Owner agrees not to request any taxes that may be paid to the City during the period the Property is in the City. No monies will be paid by the City whatsoever to Owner in relation to annexation/disannexation. Disannexation is the sole remedy. Owner must request disannexation up to sixty (60) days after the Wastewater Service Period has expired. The ability to request disannexation expires upon the earlier to occur: (1) sixty (60) days after the Wastewater Service Period has expired; or (2) the date the wastewater service connection is provided by the City to the Property.

3.03. Contemplated Sequence of Events. The sequence of events contemplated by this Agreement is as follows:

- (a) Second and final reading of the Annexation Ordinance;

- (b) Approval of this Agreement by the City Council and Owner;
 - (c) Submission of zoning application by Owner;
 - (d) Beginning of public hearings and process to adopt an ordinance zoning the Property;
- and
- (e) Second and final reading of an ordinance zoning the Property.

Article IV.
Development of the Property

4.01. Applicable Regulations.

(a) Owner shall plan, plat, build-out and complete development and infrastructure on the Property in compliance with the Applicable Regulations, as the term is defined in subsection (b), and this Agreement; or as submitted to Travis County prior to the execution of this Agreement. It is the intent of the Owner that the Property be developed in compliance with the land uses and development standards attributable to a light industrial development with the land uses and densities set forth in the light industrial zoning category of the City’s Code of Ordinances, Chapter 14 upon the submittal and approval of a zoning application for the Property.

(b) Except as maybe modified by this Agreement, the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City’s ordinances applicable to the Property on the date of this Agreement, and such amendments to City ordinances and regulations that that may be applied to the Development under Chapter 245, Texas Local Government Code, and good engineering practices (the “Applicable Regulations”).

4.02. Travis County Approvals. The Owner is entitled to develop the Property in compliance with approved or in progress plats and/or plans submitted to Travis County prior to the date of this Agreement.

4.03. Zoning. It is the intent of the Owner that the application for zoning of the Property will be to zone the Property for light industrial use. It is the intent of the Owner to have the City zone the Property as light industrial. The zoning of the Property shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City, with such process to be commenced upon receipt of a zoning application that complies with this Agreement and the Applicable Regulations. If the Owner submits a zoning application to zone the Property something other than as provided for in this Section, then Owner shall pay all required fees, including applicable wastewater fees.

4.04. Outdoor Lighting Requirement. Notwithstanding Section 4.02 above, Owner agrees that the outdoor lighting standards set forth in the City’s Code of Ordinances, Article 15.05 shall apply to all development on the Property.

Article V.
Wastewater Service

5.01. **Wastewater Line Project.** The wastewater Line Project consists of an extension of a wastewater transmission/collector line (8- inches and 12-inches in diameter) (the “Wastewater Line”) from a proposed 12-inch wastewater line, along a route generally shown on **Exhibit C** and all the appurtenant facilities and equipment reasonably required to operate the Wastewater Line (the “Wastewater Line Project”). The construction of the Wastewater Line Project will comply with the Applicable Regulations, plans and specifications approved by the City, this Agreement, and good engineering practices.

5.02. **Timely Construction of Wastewater Line Project.** City shall design, construct and install the Wastewater Line in accordance with the terms and conditions of this Agreement at no cost to Owner. The Wastewater Line Project shall be completed by the City on or before June 30, 2025. The City will own, operate and maintain the Wastewater Line and will be responsible for all costs associated with it, except as otherwise provided by this Agreement.

5.03. **Wastewater Service.**

(a) **Service Connections.** Upon completion of the Water Line Project, the City will provide wastewater service to the Property, and will approve direct connections for each commercial unit or structure to the City’s wastewater system upon a Certificate of Occupancy being issued for the unit or structure and provide wastewater service for the commercial unit or structure on the same terms and conditions as provided to all other areas of the City; provided that all infrastructure required to serve the Property has been constructed. As used in this Agreement, “direct connection” means a wastewater service line that is directly connected to a wastewater main that ties into a manhole on the Wastewater Line Project.

(b) **Wastewater Service Construction Obligations.** Unless otherwise provided in this Agreement, City shall be responsible for the engineering and construction of all wastewater lines, infrastructure and facilities necessary to serve the Property.

(c) **Payment of Wastewater Impact Fees.** The City shall pay the wastewater impact fees for the building site within the Property that will be provided wastewater service by the City (i) at the level required to serve the building site within the Property as of the Effective Date; or (ii) for an undeveloped Property, the City shall pay the wastewater impact fees for up to a maximum of five Living Unit Equivalents (LUEs) (the “Wastewater Impact Fee”), established pursuant to Chapter 395 of the Texas Local Government Code, in the amount that is established by the City Capital Improvements Plan and City ordinance, as amended, from time to time, and that is in effect when the fee is paid, unless Owner rezones the Property to a non-commercial use. If Owner rezones the Property to a non-commercial use, the Owner shall be responsible for payment of all applicable Wastewater Impact Fees. If Owner is responsible for paying the Wastewater Impact Fees, the Wastewater Impact Fees shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following:(a) the date construction of the building or structure is first commenced, (b) or the date water service is requested for the lot, tract or parcel of

land.

(d) Easements. During the design phase of the Wastewater Line Project, the City shall identify any wastewater easements on Owner's property required to be conveyed to the City. Owner shall convey to the City at no cost to the City the easements reasonably required and to the extent possible, free and clear of all liens and encumbrances, within thirty (30) days of written request by the City, using forms acceptable to the City.

Article VI.
Assignment of Commitments and Obligations

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

6.02. Binding Obligations. This Agreement constitutes a covenant that runs with the Property and is binding on future owners of the Property. The Owner and the City acknowledge and agree that this Agreement is binding upon and inure to the benefit of the parties, their successors, and assigns the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Article VII.
Default; Reservation of Rights; Attorney's Fees; Waiver

7.01. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. Notwithstanding any other term or provision of this Agreement, the City may terminate this Agreement if the Owner fails to cure a default within the period required by this Article.

7.02. Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws, and neither Party waives any legal right or defense available under law or in equity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees, and neither the City, nor its officers and employees waive, modify or alter to any extent

whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

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

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

Article VIII. Force Majeure

8.01. **Definition.** The term "force majeure" as employed herein shall mean and refer to acts of God (which includes natural disasters); strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; pandemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.

8.02. **Notice of Default.** If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the Party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

8.03. **Settlements and Strikes.** It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the Party having the difficulty.

Article IX Notices

9.01. **Method of Notice.** Any notice to be given hereunder by a Party to another Party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the addresses set forth below. Notice shall be deemed given when

deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

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

with copy to:

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

Any notice mailed to the Owner shall be addressed:

Maddtex Drive, LP
Attn: Jeffrey Metzler
1409 Post Oak Blvd., Suite 2701
Houston, Texas 77056

With copy to:

Gray Reed
Attn: Stephen Cooney
1300 Post Oak Blvd., Suite 2000
Houston, Texas 77056

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

Article X. Waiver and Release

10.01. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Owner voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Owner to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Owner hereby waives any and all claims or causes of action against the City Owner may have for or with respect to any duty or obligation undertaken by Owner pursuant to this Agreement, including any benefits that may have been otherwise available to Owner but for this Agreement.

**Article XI.
Entire Agreement**

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

**Article XII.
General Provisions**

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

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

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

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

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

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

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

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

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

12.09. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Owner represents that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (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.

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

12.11. Anti-Boycott Verification – Energy Companies. The Owner 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).

12.12. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Owner 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.

12.13. Timely Performance. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

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

Exhibit A – Property Description

Exhibit B – Project

Exhibit C – Wastewater Line Project Route

[signature pages follow]

EXECUTED this the _____ day of _____, 2023.

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

Attest:

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

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

APPROVED AS TO FORM:

Veronica Rivera, Assistant City Attorney

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2023, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

OWNER:

Maddtex Drive, LP
a Texas limited partnership

By: Maddtex Drive-GP, LLC, a Texas limited
liability company, its general partner

By: _____

Name: Jeffrey Metzler

Title: Manager

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2023, by Jeffrey Metzler, Manager of Maddtex Drive-GP, LLC, a Texas limited liability company and the general partner of Maddtex Drive, LP, a Texas limited partnership, on behalf of said partnership.

(SEAL)

Notary Public, State of Texas

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 5.470 ACRE TRACT OF LAND SITUATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NO. 154, TRAVIS COUNTY, TEXAS, SAID TRACT BEING ALL OF LOTS 8 BLOCK 5 MANOR COMMERCIAL PARK III, AN ADDITION TO THE CITY OF MANOR, TEXAS ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 200500033 OF OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT ALSO BEING ALL OF A 3.550 ACRE TRACT OF LAND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2021214229 OF THE SAID OFFICIAL PUBLIC RECORDS; SAID 5.470 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 3.550 ACRE TRACT AND THE SOUTHEAST CORNER OF LOT 8, BLOCK 5, MANOR COMMERCIAL PARK III, AN ADDITION TO THE CITY OF MANOR, TEXAS ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 200500033 OF SAID OFFICIAL PUBLIC RECORDS,

THENCE, SOUTH 27 DEGREES, 16 MINUTES, 24 SECONDS WEST, ALONG THE EAST LINE OF SAID 3.550 ACRE TRACT, A DISTANCE OF 366.20 FEET TO THE SOUTHEAST CORNER OF SAID 3.550 ACRE TRACT;

THENCE, NORTH 62 DEGREES, 47 MINUTES, 18 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 3.550 ACRE TRACT, A DISTANCE OF 421.37 FEET TO THE SOUTHWEST CORNER OF SAID 3.550 ACRE TRACT;

THENCE, NORTH 27 DEGREES, 53 MINUTES, 25 SECONDS EAST, ALONG THE WEST LINE OF SAID 3.550 ACRE TRACT, A DISTANCE OF 425.61 FEET PASSING A TERMINUS POINT OF SAID EASY JET STREET AND CONTINUING IN ALL A TOTAL DISTANCE OF 469.88 FEET TO A 1/2-INCH IRON ROD WITH YELLOW "CARDINAL SURVEY" CAP FOUND; SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT AND BEING ALONG THE EASTERLY LINE OF THE CUL-DE-SAC OF SAID EASY JET STREET;

THENCE, ALONG THE EASTERLY LINE OF THE CUL-DE-SAC OF SAID EASY JET STREET AND THE WESTERLY LINE OF SAID LOT 8 THE FOLLOWING TWO (2) CALLS:

ALONG SAID CURVE BEING THE EASTERLY LINE OF THE CUL-DE-SAC OF SAID EASY JET STREET, HAVING A CENTRAL ANGLE OF 43 DEGREES, 05 MINUTES, 10 SECONDS, A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 49 DEGREES, 25 MINUTES, 59 SECONDS EAST, 18.36 FEET, AN ARC DISTANCE OF 18.80 FEET TO A 1/2-INCH IRON ROD WITH YELLOW "CARDINAL SURVEY" CAP FOUND AT THE END OF SAID CURVE; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 13 DEGREES, 38 MINUTES, 53 SECONDS, A RADIUS OF 64.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 36 DEGREES, 56 MINUTES, 49 SECONDS WEST, 15.21 FEET, AN ARC DISTANCE OF 15.25 FEET TO THE END OF SAID CURVE, AND THE NORTHWEST CORNER OF SAID LOT 8;

THENCE, SOUTH 62 DEGREES, 06 MINUTES, 28 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 8 A DISTANCE OF 410.08 FEET TO THE NORTHEAST CORNER OF SAID LOT 8;

THENCE SOUTH 27 DEGREES, 14 MINUTES, 32 SECONDS WEST, A DISTANCE OF 205.01 FEET, ALONG THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING; CONTAINING: 238,276 SQUARE FEET OR 5.470 ACRES OF LAND, MORE OR LESS.

**EXHIBIT B
PROJECT**

EXHIBIT C
WASTEWATER LINE PROJECT ROUTE

