DEVELOPMENT AGREEMENT
(Newhaven)

This Development Agreement (the "**Agreement**") is made, entered into, and effective, as of the __ day of _____, 2023 (the "**Effective Date**") by and between the **City of Manor**, a Texas home-rule municipal corporation (the "**City**"), and **Gregg Lane Dev LLC,** a Texas limited liability company and its authorized and approved successors and assigns (the "**Developer**"). **Monarch Ranch at Manor LLC**, a Texas limited liability company ("**Monarch Developer**") hereby consents to this Agreement for the limited purposes described in Sections 6.02, 6.03, and 6.04 herein. The City and the Developer are sometimes referred to herein as the "**Parties**." The Parties hereby contract, covenant and agree, and the Monarch Developer hereby consents for the limited purposes described herein, as follows.

Recitals

A. Developer owns approximately 90.35 acres of land, more or less, located in Travis County, Texas, described in the attached **Exhibit "A"** (the "**Property**"). The Property is located within the extraterritorial jurisdiction ("**ETJ**") of the City but is subject to one or more annexation agreements that provide for the Property to be annexed into the full purpose jurisdiction of the City when the Property is developed.

B. Developer intends to develop the Property as a master planned mixed use development with up to 275 dwelling units and approximately 2.6 acres planned for commercial uses, as provided in this Agreement, and as generally shown on the Development Plan attached hereto as **Exhibit "B" (**the "**Project**" and/or the "**Development**").

C. Prior to the Effective Date, Developer submitted a Planned Unit Development ("**PUD**") zoning application to the City covering the Property and it is intended that concurrently herewith, the Property will be annexed into the full purpose jurisdiction of the City and the Property will be zoned PUD in accordance with the terms and conditions contained in the PUD Application Exhibit attached hereto as **Exhibit "C".**

D. The Developer has submitted a Public Improvement District ("**PID**") Petition to the City and the City intends to create a PID on the Property (the **"District**") in order to finance certain public infrastructure to support the Project in a financially feasible manner in accordance with the PID Act and any other applicable state law at no cost to the City. It is intended that special assessments will be levied on the Property and PID Bonds (hereinafter defined) will be sold to finance and/or reimburse the cost of certain Authorized Improvements (hereinafter defined) more particularly described in the PID Financing Agreement (hereinafter defined) and the Service and Assessment Plan (hereinafter defined) which will be agreed to by the Parties after the Effective Date.

E. Developer will initially fund the costs to design and construct the Authorized Improvements within the Project. Subject to the terms of this Agreement, the City will pay for and/or reimburse the Developer for the costs of the Authorized Improvements from proceeds of the PID Bonds.

F. Developer may, subject to the terms of this Agreement, elect to construct the Offsite Wastewater Facilities (hereinafter defined) to service the Development and if so, Monarch Developer agrees to allow Developer the use of the Monarch Ranch Offsite Water and Wastewater Construction Plans (hereinafter defined) to construct the Offsite Wastewater Facilities pursuant to the terms of this Agreement.

G. The City, after due and careful consideration, has concluded that the development of the Property, as provided for herein, will further the growth of the City, increase the assessed valuation of the real estate situated within the City, foster increased economic activity within the City, upgrade public infrastructure within the City, and otherwise be in the best interests of the City.

H. The Parties desire to establish certain standards, restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Developer concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Developer 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.

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 made pursuant to Section 13.01 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 Rules**" shall have the meaning set forth in Section 4.01 hereof.

"**Appraisal**" means the appraisal of the Property obtained in connection with issuance of the PID Bonds to determine whether there is sufficient value associated with the Property to meet the value to lien ratios set forth in the PID Finance Exhibits (hereinafter defined).

"**Authorized Improvements**" means public improvements that are eligible under the PID Act and to be constructed and funded by the PID Bonds (hereinafter defined).The public improvements are

currently intended to include landscaping, drainage improvements, detention pond, erosion control, street and site improvements, collector road street and site improvements, lift station and force main, earthwork and demolition, traffic improvements, formation costs, soft costs, and costs of bond issuance. The final list of Authorized Improvements will be more particularly described in the PID creation resolution, PID Financing Agreement (hereinafter defined) and the Service and Assessment Plan (hereinafter defined). A current list of public improvements for the Project and their estimated costs are attached hereto as **Exhibit "H"**. The PID will fund no more than $10,000,000 in Authorized Improvements, including Bond issuance and financing costs, with funding priority given to roadway, water and wastewater improvements, subject to the terms of this Agreement.

"**City Council**" means the City Council for the City of Manor, Texas.

"**City Engineer**" means the person or firm designated by the City Council as engineer for the City of Manor, Texas, which is currently George Butler Associates, Inc.

"**City Manager**" means the City Manager of the City of Manor, Texas.

"**Development Plan"** means the plan for the Development as depicted on **Exhibit "B"** attached hereto and made a part hereof.

"**Development Services Director**" means the Development Services Director of the City of Manor, Texas.

"**Owners' Association**" means a Property homeowners' association created by the Developer and establishing bylaws, rules, regulations, and restrictive covenants (collectively the "Association Regulations") to assure the Owners' Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Owners' Association pursuant to this Agreement.

"**PID Act**" means Chapter 372, Texas Local Government Code, as amended from time to time.

"**PID Assessments**" means the assessments levied against land in the District, as provided for in the Service and Assessment Plan (and associated assessment ordinance) in accordance with the PID Act.

"**PID Bonds**" means the special assessment revenue bonds to be issued by the City, in one or more series, to finance the Authorized Improvements that confer special benefit on the land within the District.

"**PID Financing Agreement**" or "**PFA**" means a PID Financing Agreement to be entered into between City and Developer to provide for the assessment, levying and collection of special assessments on the Property, the construction and maintenance of the Authorized Improvements, the issuance of the PID Bonds and other matters related thereto.

"**PUD**" means a zoning district which permits development of land under unified control (planned and developed as a whole in a single development operation or a programmed phasing of developments).

"**PUD Application Exhibit**" means the exhibit attached hereto as **Exhibit "C"** which is intended to be a part of the PUD Ordinance.

"**PUD Ordinance**" means Zoning Ordinance No. _____ adopted on even date herewith establishing PUD zoning for the Project.

"**SAP**" means a Service and Assessment Plan to be entered into contemporaneously with the levy of all requisite special assessments on the Property in support of the PID Bonds in accordance with the financial analysis and assumptions about the Project and further subject to the PID Bond issuance requirements set forth in Article VII.

"**TIA**" shall mean a traffic impact analysis prepared by a licensed engineer.

Article II.
Purposes, Consideration, Term and Termination, Sequence of Events, Cooperation

2.01. Property and Development Plan. The Property is proposed for development as a master planned development with up to 275 dwelling units, including approximately 2.6 acres of commercial land, an approximately 2.0-acre water storage tank site (the "**Water Storage Tank Site**") which will be conveyed to the City, open space/nature preserve and other public and private amenities, as generally depicted on **Exhibit "B"** attached hereto. Developer will subdivide and develop the Property in accordance with the PUD, this Agreement, the plans and specifications approved by the City, good engineering practices, and the Applicable Rules.

2.02. General Benefits. Developer will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the services that will be made available to the Property pursuant to the terms of this Agreement. The City will provide water and wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City subject to the terms and conditions contained herein. Developer 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; (c) the water and wastewater services that will be made available to the Property pursuant to the terms of this Agreement; (iv) the concurrent review of the plats, plans, and TIA submitted for the Development; and (v) PID financing of certain eligible public infrastructure. The City will benefit from this Agreement by virtue of its control over the development standards for the Property, by virtue of conveyance of the Water Storage Tank Site, by virtue of the dedication of additional right-of-way for the expansion of Gregg Lane, and by virtue of extension of its water and wastewater systems and base of utility customers. 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. Acknowledgement of Consideration. The benefits to the Parties set forth above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties. The City acknowledges that Developer will, during the term of this Agreement, proceed with the development of the Property in reliance upon the terms of this Agreement.

2.04. Term of Agreement. The term of this Agreement shall be thirty (30) years from the Effective Date (as may be extended, the "**Term**"). By written agreement, the Parties may extend the Term.

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

(a) Second and final reading of the Annexation Ordinance and PUD Ordinance (which includes the PUD Application Exhibit);

(b) Approval of this Agreement by the City Council, and the Developer;

(c) Review of the PID Petition and creation of the PID, subject to the approval by City Council;

(d) Submittal and review of preliminary plat(s), construction plans and TIA for the Property; and

(e) City and Developer's negotiation and execution of various agreements to effectuate the terms of the PID and the issuance, subject to the approval by City Council of the PID Bonds.

2.06. Necessary and Appropriate Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council.

Article III.
Obligations and Conditions

3.01. City's Obligations. The City will reasonably cooperate with Developer and use its best efforts, in good faith, to:

(a) Complete City staff review and schedule for approval of the concept plan, preliminary plat, and construction plans for the Project, subject to the Developer timely submitting applications and responding to comments;

(b) Negotiate and enter into the PFA and approve the form of SAP prior to the issuance

of the PID Bonds, provided that:

(1) The PFA and the SAP will specifically identify the Authorized Improvements; and

(2) Developer can reasonably demonstrate by providing evidence of fiscal security in a form acceptable to the City that it has or will have adequate funding to timely complete any infrastructure required for the Project which will not be paid for or reimbursed by the PID Bonds; and

(c) Authorize issuance of the PID Bonds within twelve (12) months after the Effective Date of this Agreement (provided Developer has requested the issuance of PID Bonds) or within a reasonable time of receiving a bond issuance request from the Developer thereafter (the "Bond Authorization Date") in accordance with the PID Bond issuance requirements set forth in Article VII, provided that:

(1) An Appraisal of the Property has been prepared by a third party selected by the City, in consultation with the property owner, prior to issuance of PID Bonds;

(2) The Parties have entered into the PFA;

(3) Special assessments in an amount adequate to finance the PID Bonds have been levied against the Property and the SAP has been adopted;

(4) Developer can reasonably demonstrate to the City and its financial advisors that, as of the time of the proposed bond sale (i) all applicable tests necessary for issuance of the PID Bonds have been satisfied, (ii) there is sufficient security for the PID Bonds based upon the market conditions at the time of such bond sale, and (iii) any other terms reasonably determined appropriate by the City have been satisfied; and

(d) Subject to the conditions set forth in Section 3.01(b) and 3.01(c), work towards approval of the PFA and issuance of the PID Bonds.

3.02. Developer's Obligations. The Developer shall:

(a) Use its best efforts, in good faith, to submit concept plan, preliminary plat, and construction plan applications, as may be required, to the City and respond to City comments, subject to the City timely commenting on such applications;

(b) Reasonably cooperate with the City and use its best efforts, in good faith, to (i) negotiate and enter into the PFA, (ii) request the issuance of the PID Bonds, (iii) provide the City with information needed to evaluate the proposed special assessments, to develop and adopt the SAP, and to issue the PID Bonds;

(c) Develop the Property and construct all infrastructure required for built-on-the-lot single-family homes in compliance with the Applicable Rules;

(d) Pay to the City such fees and charges for or with respect to the development of the Property, including, but not limited to, subdivision application fees, building permit fees, and water and wastewater impact, tap and use fees, with the Developer, its grantees, successors and assigns agreeing that the City's fees and charges currently provided for in the Applicable Rules which may be amended by the City from time to time;

(e) Pay to the City the reasonable costs and expenses incurred by the City for legal services in connection with the negotiation and implementation of this Agreement; and

(f) Agree that this Agreement does not waive the requirements of any Applicable Rules, except as specifically provided herein.

(g) Pay, at the City Council's discretion, a community benefit fee.

3.03. Conditions. Notwithstanding any other codes, resolutions, or ordinances of the City or any agreements related to the PID to the contrary, in the event any of the following events should occur: (i) the City identifies material flaws in the assumptions set forth in the PID documents, including, but not limited to, whether the proposed special assessments will impact the marketability of the Project; (ii) the Developer fails to give the City notice of its request to issue bonds; (iii) the Appraisal does not demonstrate that Property meets the value to lien ratio set forth in this Agreement and the PID documents; or (iv) the City fails for any reason to authorize the issuance of the PID Bonds to finance the Authorized Improvements on or before the Bond Authorization Date, the Parties shall confer to determine whether the issuance of PID Bonds is feasible based on the conditions set forth in Article VII. If the Parties elect not to proceed with the issuance of PID Bonds, then Developer shall develop the Project in accordance with the Applicable Rules.

3.04. Dissolution of PID. Contemporaneously with the creation of the PID, the Parties shall enter into an agreement for the dissolution of the PID (the "**Dissolution Agreement**") whereby the Developer agrees that in the event no PID Assessments have been levied and/or PID Bonds have been issued within three (3) years after the creation of the PID and in accordance to the agreed upon terms set forth in the Dissolution Agreement, the City may dissolve the PID.

Article IV.
Development of the Property

4.01. Applicable Rules.

(a) The Property shall be developed in compliance with the Applicable Rules, this Agreement and pursuant to the Development Plan, as it may be amended from time to time, and good engineering practices. The Property may be developed with the densities and the uses shown on the Development Plan. The Property may be developed in phases according to the phasing plan approved by the City.

(b) The City Development Rules that apply to the Property are the City ordinances, rules, and regulations governing subdivision, land use, site development, and building and utility construction; provided that the City Development Rules shall be modified as set forth in this Agreement and/or the PUD. If there is any conflict between the Project Approvals and the City Development Rules, the Project Approvals shall prevail. If there is a conflict between this Agreement (including the Code Modifications) and the City Rules, this Agreement (including the Code Modifications) shall prevail.

(c) For the purpose of establishing development standards for the Property, the following definitions, shall apply:

(1) "**Applicable Rules**" means the City Rules, the City Charter, and other local, state, and federal laws and regulations that apply to the Property and the development thereof, as they exist on the Effective Date.

(2) "**City Rules**" means the City's ordinances, rules and regulations (including the City Development Rules), as modified by the Code Modifications.

(3) "**City Development Rules**" means the ordinances and regulations defined in Section 4.01(b) in effect on the Effective Date, as modified by the Code Modifications, with amendments to such regulations applicable to the Property as provided herein.

(4) "**Code Modifications**" means the modifications to the City Rules set forth herein or in the PUD Ordinance.

(5) "**Project Approvals**" means all variances, waivers, and exceptions to the City Development Rules and the City Rules approved by the City, and all properly granted approvals required under the City Rules for the Project, including the Development Plan, PUD, plat approval, site development plans, and building permits.

4.02. Development Standards.

(a) **Residential Development Requirement - Dwelling Unit Size.** The exterior wall standards set forth in this section shall apply to the residential structures located on the Property. At least seventy percent (70%) minimum of the exterior façade of the front elevations, and sixty percent (60%) minimum combined on all elevations, of each single family structure shall be constructed of clay brick, natural stone, cultured stone, cast stone, stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors and trim work. The City agrees to reduce the dwelling unit size of a single family structure by 500 square feet.

(b) **Non-Residential Development Requirement.** The exterior wall standards set forth in this section shall apply to the non-residential structures located on the Property. At least sixty percent (60%) minimum of the exterior façade of the front elevations, and fifty percent (50%) minimum combined on all elevations, of each non-residential structure shall be constructed of clay brick, natural stone, cultured stone, cast stone, stucco or natural stone panels or similar material

approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors, and trim work.

(c) **Architectural Requirement.** The architectural standards set forth in the City's Code of Ordinances, Section 14.02.065(b) shall apply to the non-residential structures located on the Property. The architectural standards set forth in the City's Code of Ordinances, Section 14.02.061(b) shall apply to the residential structures located on the Property.

(d) **Outdoor Lighting Requirement.** The outdoor lighting standards set forth in the City's Code of Ordinances, Article 15.05 shall apply to all non-residential development on the Property.

(e) **Building Permits.** The Developers acknowledge and agree that compliance with Sections 4.02(a) and (b) will be a condition of issuance of building permits and certificates of occupancy. Developers further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Sections 4.02(a) and (b) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Rules, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Rules for a certificate of occupancy to be issued for such structure.

4.03. Timing of Platting/Traffic Impact Analysis. The Developer agrees to waive the submission requirements of the City's ordinances and subdivision regulations and the City agrees to allow concurrent review of concept plan(s), preliminary plat(s), construction plan(s), Traffic Impact Analysis ("**TIA**"), and final plat(s). Upon each submittal, the City shall have thirty (30) days to respond to the Developer and/or its authorized representative with comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the City's ordinances and subdivision regulations, the plats and plans will be heard before the applicable governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the City's Rules. The TIA need not be approved before approval of a preliminary plat; rather, a TIA need only be approved before issuance of construction permits.

4.04. Zoning. An application for zoning of the Property to "PUD" has previously been submitted to the City. It is the intent of the Developer to have the City zone the Property as "PUD" pursuant to the PUD Ordinance contemporaneously with the City's approval of this Agreement. The zoning of the Property shall be (and has been) subject to the process, notices, hearings and procedures applicable to all other properties within the City. It is hereby acknowledged that any zoning approved for the Property shall allow the Property to be developed in accordance with terms and conditions of this Agreement.

4.05. Vesting. Any claim of vested rights under this Agreement shall be limited to the period of time beginning on the Effective Date and no vested rights exist with respect to any claim, event plans or matters that occurred prior to the Effective Date. Any vested rights of the Developer under this Agreement shall apply and begin only on the Effective Date and vesting (1) shall expire on the fifth anniversary from the date a concept plan is filed with the City if no progress has been made towards the completion of the Project; or (2) will terminate if this Agreement is terminated by reason of Developer's default beyond any applicable notice and cure periods (the "**Vested Rights**"). Progress toward completion of the Project shall be defined as set forth in Section 245.005(c), Texas Local Government Code. The Parties acknowledge and agree that this paragraph shall not apply to fees imposed in conjunction with development permits.

4.06. Developer's Rights to Continue Development. In consideration of Developer's agreements, the City agrees that it will not, during the Term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Property or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting subdivision plats, site development permits or other necessary approvals, within the Project except for moratoria imposed pursuant to Texas Local Government Code Subchapter E, Section 212.131 et. seq. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

4.07. Parkland/Open Space.

To satisfy the City Rules, the Project will pay a fee-in-lieu of parkland dedication in the amount of $550.00 per residential lot. In addition to the City Rules, and in exchange for the City's consideration of the PUD and PID, the Developer has agreed that the Project will also contain various parks, open space, trails and a nature preserve, as generally shown in **Exhibit "D"** (the "**Public Amenities**"). Developer shall grant to the City a Public Access Easement in a form agreed upon by the Parties upon the City's approval of the final plat for the portion of the Property in which the applicable Public Amenities are contained. All Public Amenities shall be maintained by the Developer or the Owner's Association.

4.08. Ground Water Storage Tank Site Donation. Subject to (a) the terms stated herein, including but not limited to Article VII below, and (b) all easements, restrictions, rights, reservations, encumbrances and other matters as reasonably acceptable to the City (the "**Permitted Exceptions**"), Developer agrees to donate the Water Storage Tank Site to the City in fee simple via a special warranty deed concurrently with the City's acceptance and recordation of the final plat. The City acknowledges and agrees that the special warranty deed shall (i) more particularly describe the Water Storage Tank Site via metes and bounds description; (ii) be subject to the Permitted Exceptions; (iii) reserve an easement allowing for trail connectivity to the Property from Gregg Lane Drive, as generally shown in the PUD Application Exhibit (the "**Trail**"); and (iv) contain a reverter clause for the thirty (30) years in favor of Developer providing that if the Water Storage Tank Site is used for any purpose other than constructing, operating, maintaining, or repairing the ground water storage tank for the public provision of water, the grant of the Water Storage Tank Site to the City shall be extinguished, and fee simple ownership of the land shall automatically revert to the Developer. Before the first certificate of occupancy in the Development

is issued, Developer must construct the portion of the Trail crossing the Water Storage Tank Site. Developer shall not be required to do any other site work (including but not limited to grading or clearing) on the Water Storage Tank Site. The Parties shall reasonably cooperate with each other to ensure that the City's construction of the ground water storage tank, water pump station and attendant appurtenances on the Water Storage Tank Site does not interfere with Developer's construction of the Trail and the overall construction of the Development.

4.09. Manville. The Developer will negotiate and finalize a certificate of convenience and necessity ("**CCN**") transfer agreement between Manville Water Supply Corporation ("**Manville**") and the City to transfer the Property from Manville's water CCN to the City's water CCN pursuant to and in accordance with Texas Water Code Section 13.248 in a form acceptable to and approved by the City. Developer shall thereafter submit to the Public Utility Commission of Texas (the "**PUC**") and diligently pursue obtaining approval of the CCN transfer agreement for the Property. The Developer shall be responsible for any and all costs of obtaining the transfer agreement between Manville and the City and the PUC approval of the CCN transfer and shall enter into a deposit agreement between the City and Developer. If the Developer and Manville settle on an amount to be paid to Manville in order to obtain approval of the CCN transfer in accordance with a CCN transfer agreement in a form mutually acceptable to Manville and the City, the Developer shall be responsible for all amounts due and payable to Manville required to obtain Manville's approval of the CCN transfer agreement.

4.10. Aqua. The Developer will negotiate and finalize a CCN transfer agreement between Aqua Water Supply Corporation, or its successor entity ("**Aqua**") and the City to transfer the Property from Aqua's water CCN to the City's water CCN pursuant to and in accordance with Texas Water Code Section 13.248 in a form acceptable to and approved by the City. Developer shall thereafter submit to the PUC and diligently pursue obtaining approval of the CCN transfer agreement for the Property. The Developer shall be responsible for any and all costs of obtaining the transfer agreement between Aqua and the City and the PUC approval of the CCN transfer and shall enter into a deposit agreement between the City and Developer. If the Developer and Aqua settle on an amount to be paid to Aqua in order to obtain approval of the CCN transfer in accordance with a CCN transfer agreement in a form mutually acceptable to Aqua and the City, the Developer shall be responsible for all amounts due and payable to Aqua required to obtain Aqua's approval of the CCN transfer agreement.

4.11. Roadway Connection. Developer acknowledges and agrees that the City shall not be required to issue certificates of occupancy for any of the thirty (30) lots depicted on **Exhibit "E"** attached hereto until such time as an all-weather access road has been constructed from the eastern boundary of the Property to Anderson Road, as generally depicted on **Exhibit "E,"** attached hereto.

Article V.
PID True Up

5.01 PID True Up.

(a) **Definitions.**

The following definitions shall be used in this Article V:

"Maximum Assessment" means, for each lot classification identified in the SAP, an assessment equal to the lesser of: (i) the amount calculated pursuant to the SAP, and (ii) an amount that produces an average annual installment (inclusive of principal, interest, and administrative expenses) resulting in the Maximum Equivalent Tax Rate. The Maximum Assessment shall only be calculated upon (i) for a parcel being created by a subdivision plat, at the time of the filing of a subdivision plat, and (ii) for parcels whose assessments are securing a series of PID bonds, at the time such PID bonds are issued.

"Maximum Equivalent Tax Rate" means, for each lot classification identified in the SAP, $0.30 per $100 of estimated buildout value. The estimated buildout value for a lot classification shall be determined by the PID administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, information provided by the Developer, or any other information that may help determine buildout value.

(b) **Mandatory Reduction in Assessments if Maximum Assessment Exceeded.**

(1) *Maximum Assessment exceeded at plat.* If the subdivision of any assessed property by a recorded subdivision plat causes the assessment per lot to exceed the Maximum Assessment, then prior to the City approving the plat the Developer must partially prepay the assessment for each property that exceeds the Maximum Assessment in an amount sufficient to reduce the assessment to the Maximum Assessment.

(2) *Maximum Assessment exceeded at PID Bond issuance.* At the time PID Bonds are issued, if the assessment per Lot for any lot classification identified in the SAP exceeds the Maximum Assessment, then prior to the issuance of PID Bonds the assessment on the parcel shall be reduced until the assessment equals the Maximum Assessment.

5.02 Incorporation of Terms and Conditions. The provisions of Section 5.01 will be incorporated into the PID Financing Agreement. If any of the terms contained in this Article V conflict with the terms and conditions ultimately contained in the PID Financing Agreement, the terms and conditions of the PID Financing Agreement shall control. Furthermore, if any of the terms contained in this Article V conflict with the terms and conditions contained in the PID Financing Agreement, this shall not necessitate an amendment to this Agreement.

Article VI.
Utility Commitments/Wastewater Service

6.01 Utility Commitment. Upon the PUC's approval of the CCN transfer agreements described in Section 4.09 and Section 4.10 above and the City's acceptance of the Wastewater Facilities (defined below), the City will provide water and wastewater utility service to all customers within each phase of the Property in the amount of 322 LUEs.

6.02 Wastewater Service Construction Obligations.

(a) Pursuant to that certain Development Agreement Establishing Development Standards for Monarch Ranch Development dated May 4, 2022, as amended by that certain First Amendment to Development Agreement Establishing Development Standards for Monarch Ranch

Development dated December 21, 2022 (collectively, the "**Monarch DA**") between Enfield Partners, LLC, Birdview, LLC, MP 973, LLC, and Payne Travis, LLC, (collectively, the "**Enfield Developer**"), the Monarch Developer, and the City, the Monarch Developer is solely responsible for the engineering and construction of the wastewater lines, infrastructure and facilities depicted in **Exhibit "F"**, attached hereto, including the "Segment B Gravity Line" between points two and three (the "**Segment B Gravity Line**") and "Segments C, D and E" between points three and six (the "**Monarch Offsite Wastewater Facilities**") **(**collectively, the **Offsite Wastewater Facilities**"). Monarch Developer has completed the design and engineering of the Monarch Offsite Wastewater Facilities and has not commenced the design and engineering for the Segment B Gravity Line. The Offsite Wastewater Facilities must be constructed in order for the Project to have the wastewater infrastructure needed to serve the Project for its intended use. Developer was informed by Monarch Developer that the Monarch Developer may not commence design and/or construction of the Offsite Wastewater Facilities in a timeframe that would allow Developer to complete the Project within the timeframe desired by Developer. As a result, Developer may need the right to construct the Offsite Wastewater Facilities, as well as use the plans and designs that have been prepared by Jamison Civil Engineering that have been approved by the City of Manor by Permit No. 2022-P-1449-CO ("**Monarch Ranch Offsite Water and Wastewater Construction Plans**").

(b) Monarch Developer agrees that Developer may elect to construct the Offsite Wastewater Facilities by giving written notice (the "**Notice of Election**") to Monarch Developer and the City notifying each of the Developer's election to construct the Offsite Wastewater Facilities within fifteen (15) days from the date of this Agreement, which Notice of Election shall include the estimated date that Developer intends to commence construction of the Offsite Wastewater Facilities and the estimated completion date. Monarch Developer reserves the authority to retain the right to construct the Offsite Wastewater Facilities if in its sole discretion Monarch Developer determines that the timeline for construction of those Facilities by Developer is not consistent with the timing Monarch Developer needs to commence development of its property. Monarch Developer agrees to give Developer and the City notice that it has determined to retain the right to construct the Offsite Wastewater Facilities within thirty (30) days from receipt of the Notice of Election ("**Notice of Retention**"). If Monarch Developer provides such Notice of Retention, Monarch Developer hereby agrees to commence and complete construction on or before the commencement date and completion date provided in Developer's Notice of Election. If Developer is the party that will construct the Offsite Wastewater Facilities, Monarch Developer agrees to allow Developer to use the Monarch Ranch Offsite Water and Wastewater Construction Plans, approved by the City, and Developer will initially fund, and pay for the construction and installation of the Offsite Wastewater Facilities in accordance with the Monarch Ranch Offsite Water and Wastewater Construction Plans, the Applicable Rules, and good design and engineering practices. The Developer and the Monarch Developer shall be entitled to make reasonable revisions to the Monarch Ranch Offsite Water and Wastewater Construction Plans to facilitate the Developer's construction of the Onsite Wastewater Facilities (defined below). Monarch Developer shall be responsible for submitting such revisions for either the Developer or Monarch Developer to the City in accordance with the Applicable Rules. If the Developer constructs the Offsite Wastewater Facilities, the Developer shall be entitled to the cost for oversizing as provided in Section 6.04 below, subject to the provisions and limitations set forth in this Agreement, and the Monarch Developer hereby consents and agrees to the foregoing. The Parties and the Monarch Developer hereby acknowledge that the Monarch Ranch Offsite Water and Wastewater Plans prepared by Jamison Civil Engineering also include plans unrelated to the

construction of the Offsite Wastewater Facilities. Accordingly, the Parties and Monarch Developer hereby agree that the terms of this Agreement do not apply to the portion of the above-referenced plans and designs which do not include the Offsite Wastewater Facilities. Furthermore, the Monarch Developer hereby agrees to use its best efforts to cause the Monarch DA to be amended to reflect that some or all of the Offsite Wastewater Facilities may be constructed by the Developer and if the Offsite Wastewater Facilities are constructed by the Developer, the Monarch Developer shall not be entitled to any impact fee rebates for the applicable Offsite Wastewater Facilities constructed by the Developer.

(c) Monarch Developer agrees to grant an easement to Developer for the purpose of construction, operation and maintenance of wastewater lines within the Segment B Gravity Line within thirty (30) days from the date that this Agreement is signed by all parties. If Developer elects to construct the Offsite Wastewater Facilities in accordance with Section 6.02(b) above, Developer shall retain the services of Jamison Civil Engineering to create and complete the plans for the Segment B Gravity Line. Developer is obligated to pay the costs of the engineering services for the Segment B Gravity Line designed by Jamison Civil Engineering. If Developer agrees to construct the wastewater lines within the easement land, Developer must construct the wastewater lines in a timely manner and according to the plans completed by Jamison Civil Engineering and approved by the City.

(d) The Developer shall be responsible for the engineering and construction of the on-site wastewater lines, infrastructure and facilities more specifically depicted in **Exhibit "F"** attached hereto (the "**Onsite Wastewater Facilities**" and collectively with the Offsite Wastewater Facilities, the "**Wastewater Facilities**"). The Developer shall submit construction plans for the Onsite Wastewater Facilities to the City for review and approval, such approval not to be unreasonably withheld, conditioned, or delayed (the "**Onsite Wastewater Plans**" and collectively with the Offsite Wastewater Plans, the "**Wastewater Plans**"). The Developer will fund and pay for the design, construction, and installation of the Onsite Wastewater Facilities in accordance with the Onsite Wastewater Plans, the Applicable Rules, and good design and engineering practices. The Developer will obtain City acceptance of the Onsite Wastewater Facilities in accordance with the procedures and time frames set forth in the City's Subdivision Ordinance for each phase of the Onsite Wastewater Facilities, when completed. The Developer shall be entitled to the wastewater Impact Fee Rebates as provided in Section 6.06 and, if applicable, the cost for oversizing as provided in Section 6.04 below, subject to the provisions and limitations set forth in this Agreement.

6.03 Use of City Property and Easements. In order to construct the Offsite Wastewater Facilities, easements, if not already obtained by the Effective Date, will be needed from the owner of the Okra property more particularly described on **Exhibit "G"** attached hereto and from the Monarch Developer for the property more particularly described on **Exhibit "G"** attached hereto (collectively, the "**Grantors**"). The easements are necessary and required by the City for the City to provide wastewater service to the Property and for the Developer to comply with the Applicable Rules and obtain approval for the development of the Property. The City agrees to cooperate, and support the Developer's acquisition of the necessary easements from the Grantors, at no cost to the City. To the extent possible, the easements shall be free and clear of all liens and encumbrances using forms acceptable to the City. If the Developer is unable to obtain any of the easements from the Grantors, the Developer shall notify the City within thirty (30) days that the easement(s) was not obtained and the City will determine whether to use condemnation proceedings to obtain the necessary easements

needed. If the City proceeds with condemnation proceedings to obtain the easement(s) needed, the Developer shall be responsible for all costs associated with the easement acquisition. Notwithstanding the above, the Monarch Developer hereby agrees to provide the wastewater easements provided for in the Monarch DA concurrently with the execution of this Agreement.

6.04 Oversizing of Wastewater Service.

(a) The City is requiring the oversizing of certain segments of the Offsite Wastewater Facilities from the proposed 8" wastewater lines required to serve the Development to 15" wastewater lines, as more particularly set forth in **Exhibit "F"** attached hereto. Developer will be responsible for the costs associated with providing the appropriately sized Onsite Wastewater Facilities to the Development. The Developer and/or the Monarch Developer, (as applicable to the entity that actually is responsible for the construction of the Offsite Wastewater Facilities), will be responsible for the costs associated with providing the appropriately sized Offsite Wastewater Facilities to the Development. The City will be responsible for the Oversizing Costs (defined herein) required by the City. If Developer elects to construct some or all of the Offsite Wastewater Facilities in accordance with Section 6.02 above, then the City shall reimburse the Developer for the oversizing costs by paying the Developer a lump sum cost within thirty (30) days after the completion and acceptance of the applicable Offsite Wastewater Facilities. The City shall reimburse the Developer for the Oversizing Costs of the Onsite Wastewater Facilities in accordance with Section 6.06 below. If the Developer does not elect to construct the Offsite Wastewater Facilities in accordance with Section 6.02 above, then nothing in this Section 6.04 shall be construed as restricting Monarch Developer's right to reimbursement for the Oversizing Costs of the Offsite Wastewater Facilities in accordance with the Monarch DA.

(b) Subsections 6.04(b)-(e) herein shall only apply if the Developer elects to construct the Offsite Wastewater Facilities in accordance with Section 6.02 above. The Offsite Wastewater Facilities shall be competitively bid with a minimum of three (3) bids being requested, which shall be documented by the Developer. The construction contract for the Offsite Wastewater Facilities will be bid with alternate bids being required for Offsite Wastewater Facilities sized to serve the Project as required by the Applicable Rules ("**Alternate #1**") and the larger-sized Offsite Wastewater Facilities required by the City ("**Alternate #2**"), together with all equipment and related facilities and structures shown on the approved Monarch Ranch Offsite Water and Wastewater Construction Plans for the Offsite Wastewater Facilities. Prior to bidding, the Developer must provide the City Engineer with a copy of the documents soliciting the bids. Within fifteen (15) business days, the City Engineer will review the description of the utility infrastructure for compliance with this Agreement and notify the Developer's Engineer of any corrections to be made.

(c) After bids are received, the Developer's Engineer will provide the City Engineer and the City's purchasing agent with copies of the bids. Within ten (10) business days of receipt of the bids, the City Engineer shall evaluate the alternate bids to determine whether the bids are fair and balanced and will notify the Developer's Engineer and the purchasing agent that (i) the bids are approved; or (ii) the bids are rejected due to being unbalanced or skewed. If the City Engineer rejects the bids, the Developer's Engineer will cause the bids to be corrected and resubmitted to the City Engineer. The City Engineer will review the corrected bids and either

approve the bids or reject the bids and seek additional corrections in accordance with the procedures set forth in this subsection (c), or submit the bid to the City Council for approval.

(d) The oversizing costs will be the difference between the dollar amount of the approved bid for Alternate #1 and the dollar amount of the approved bid for Alternate #2; provided that all such sums and amounts have been paid by the Developer and are reasonable, necessary and documented to and approved by the City Engineer, Director of Development Services, or the City Council, as applicable (the "**Oversizing Costs**"). Developer shall not receive or be entitled to receive any rebates or reimbursements for any of the costs attributable to any portion of the Wastewater Facilities that is not attributable to the oversizing of the Wastewater Facilities and installed and constructed by City, except as set forth in Sections 6.06, 6.07 and 6.08 below.

(e) The City's construction plan review and inspection fees will not be applied to the portion of construction costs for the Wastewater Facilities that constitutes the reimbursable Oversizing Costs for the Wastewater Facilities paid to Developer.

6.05 Dedication and Acceptance. Dedication and acceptance of the Wastewater Facilities is governed by the Applicable Rules. The City agrees that it will not unreasonably deny, delay, or condition its acceptance of the Wastewater Facilities. From and after the City's final acceptance of the Wastewater Facilities, the City will own, operate and maintain the Wastewater Facilities and will be responsible for all costs associated with it, except as otherwise provided by the Applicable Rules or this Agreement.

6.06. Impact Fee Rebates.

(a) Subject to the City's Capital Improvement Plan ("**CIP**") update and the terms and provisions of this Agreement, the Developer will be paid a rebate of that portion of each Impact Fee received by City for the provision of wastewater service to each lot or building site located on the Property and served by the Onsite Wastewater Facilities, in an amount equal to fifty percent (50%) of each Impact Fee, each being an "**Impact Fee Rebate**" and collectively the "**Impact Fee Rebates**"). The payments will be made on or before the 15th day of each April, July, October and January following the date the City receives Impact Fees for connections served by the line. The payments will be in an amount equal to fifty percent (50%) of each Impact Fee collected by the City for a lot or building site served by the Wastewater Facilities, during the three (3) calendar months preceding the month the scheduled payment is due and payable. For illustrative purposes only, if the City collects wastewater Impact Fees of $4,470.00 for the connection of 10 LUEs to the Wastewater Facilities in the months of January, February and March, then, in that event, on or before the 15th day of April, the City will rebate to the Developer an amount equal to fifty percent (50%) of those collected Impact Fees. For the avoidance of doubt, the Developer hereby agrees to receive the Impact Fee Rebates only for the Development.

(b) Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating any portion of the Impact Fees collected for lots or building sites served by the Wastewater Facilities on the earlier of: (i) the date that the Developer, its grantees, successors and assigns, has been paid Impact Fee Rebates in an amount equal to the cost of the Oversizing Costs of the Onsite Wastewater Facilities (the "**Reimbursement Amount**"); or (ii) termination of this Agreement. The City at any time at its sole discretion may pay the Developer the balance of

the Reimbursement Amount from other funds available to the City. The Developer will not receive any Impact Fee Rebates until the Offsite Wastewater Facilities are completed and accepted by the City.

6.07 Escrow Account. Commencing on the Effective Date and continuing until the Impact Fee Rebates are terminated pursuant to this Agreement, the City will maintain a separate escrow account for the Impact Fees (the "**Impact Fee Escrow Account**"). The City will deposit into the Impact Fee Escrow Account fifty percent (50%) of the Impact Fees paid to and received by the City for connections listed in Section 6.06. The Impact Fee Escrow Account will be held by the City and the Impact Fee Rebates will be disbursed to the Developer from the Impact Fee Escrow Account as provided in this Agreement. Payments of Impact Fee Rebates to the Developer shall begin after the Developer completes and obtains City acceptance of the Offsite Wastewater Facilities.

6.08 Payment of Rebates. Impact Fee Rebates will be paid by the City to the Developer quarterly in arrears. Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the date the City receives the Impact Fees. The payments will be in an amount equal to fifty percent (50%) of the Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating Impact Fees at such time, if any, as the Developer, its grantees, successors and assigns, have been paid Impact Fees, or a combination of Impact Fee Rebates and one or more payments from the City, in an amount equal to the Reimbursement Amount.

Article VII.
Public Improvement District

7.01. Cooperation. The City and the Developer shall cooperate in good faith and in a diligent manner to cause the creation of the PID and also the completion of all the applicable documentation related to the PID.

7.02. PID Bond Operations and Value to Lien. The City intends to issue special revenue bonds ("**PID Bonds**") with a minimum 3:1 value to lien. The aggregate principal amount of PID Bonds to be issues shall be in an amount that will not exceed $10,000,000 secured by special assessments levied on the Property in the District which shall be used to fund: (i) the actual costs of the Authorized Improvements in the District, (ii) to the extent permitted by law, required reserves and capitalized interest during the period of construction and not more than twelve (12) months after the completion of construction of all Authorized Improvements covered by the PID Bond issue in question and in no event for a period greater than twenty-four (24) months from the date of the initial delivery of the PID Bonds, (iii) a PID reserve fund and administrative fund, and (iv) any costs of issuance for the PID Bonds; provided, however, that to the extent the law(s) which limit the period of capitalized interest to twelve (12) months after completion of construction change, the foregoing limitation may, with the agreement of the Parties, be adjusted to reflect the law(s) in effect at the time of future PID Bond issuances. Such Authorized Improvements and bond financing will be more particularly described in the SAP and the PID Financing Agreement for the PID. The City and the Developer will enter into the PID Finance Agreement and agree upon the

terms of the SAP as soon as practicable after the Effective Date and prior to the PID Assessment being levied and/or PID Bonds being issued.

7.03. Maturity. The final maturity for the PID Bonds shall occur no later than thirty (30) years from the issuance date of said PID Bonds.

7.04. Financing Amount. The Developer intends to request the issuance of the PID Bonds, subject to the condition that the maximum cost of Authorized Improvements to be funded plus issuance and other financing costs shall not exceed $10,000,000.

7.05. Water Storage Tank Site Obligation. If the City does not approve the PID Financing Agreement and SAP, and/or levy PID Assessments and issue PID Bonds with a minimum 3:1 value to lien that will not exceed $10,000,000 within twelve (12) months of the Effective Date (provided Developer has requested the issuance of PID Bonds) or within a reasonable time after Developer's request therefore, then Developer and City hereby agree that the Developer shall not be obligated to dedicate the Water Storage Tank Site (or if the Water Storage Tank Site has already been conveyed, the City shall deed the Water Storage Tank Site back to the Developer at no cost to Developer).

Article VIII.
Assignment of Commitments and Obligations

8.01. Developer Assignment of Agreement.

(a) The rights and obligations of the City under this Agreement may not be assigned or transferred unless the assets constituting a particular improvement or project are sold by the City, at its sole discretion, in whole or in part, to another political subdivision of the State of Texas or a utility company holding a certificate of public convenience and necessity issued by the TCEQ or its successor agency and then the assignment shall be applicable only to that particular improvement or project.

(b) Subject to subparagraphs (c) and (d) below, the Developer may assign this Agreement with respect to all or part of the Property from time to time to any party, so long as the assignee has demonstrated to the City Council, whose approval shall not be unreasonably withheld, conditioned, delayed or denied, that the assignee has the financial and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Agreement. The Developer shall provide the City Council thirty (30) day's prior written notice of any such assignment. After an assignment or a partial assignment, the Developer, upon consent by the City Council, shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement for the part so assigned, except for obligations that expressly survive hereunder.

(c) For purposes herein "**Designated Successors and Assigns**" shall mean an entity to which the Developer expressly assigns (in writing) all or a portion of its rights and obligations contained in this Agreement pursuant to this Section 8.01. Upon any assignment or partial assignment to its Designated Successors and Assigns, the Developer may request the City Council to approve the release of the Developer from the rights and obligations assigned to any Designated Successor and Assigns, such approval shall not be unreasonably withheld, conditioned or delayed. Upon such approval by the City Council, the Developer shall no longer be liable for the assigned rights and obligations and the City shall look solely to such developer's Designated Successors and Assigns for performance timing. Any sale of a portion of the Project or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(d) In the case of nonperformance by one owner, the City may pursue all remedies against that nonperforming owner, but will not impede development activities of any performing owner as a result of that nonperformance unless and to the limited extent that such nonperformance pertains to a City requirement that also is necessary for the performing owner's development, which performing owner may also pursue remedies against the nonperforming owner.

(e) Unless expressly stated in the assignment documentation, no assignment of any rights and/or obligations of the Developer under this Agreement shall be deemed an assignment of (i) the Developer's rights to receive proceeds from the sale of PID bonds on the Project or (ii) the Developer's right to receive the reimbursements set forth in this Agreement.

8.02. Binding Obligations. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns.

8.03. Not Binding on End Users. This Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot.

Article IX.
Default/Remedies; Reservation of Rights; Attorney's Fees; Waiver

9.01. Default/Remedies.

(a) Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of fifteen (15) days (for a monetary default) and sixty (60) days (for a non-monetary default) after receipt by such Party of notice of default from the other Party ("**Cure Period**"). Upon the passage of the Cure Period 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 such that it cannot reasonably be cured within the Cure Period, the Party receiving the notice of default may during such Cure Period give the other Party written notice that it has commenced cure within the Cure Period and will diligently and continuously prosecute the cure to completion as reasonably as possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90)

calendar days so long as the cure is being diligently and continuously pursued during such time; provided, further, that if a default is not cured within the applicable Cure Period, then the non-defaulting Party may pursue the remedies set forth in this Agreement. Notwithstanding any provision contained herein to the contrary, nothing herein shall prevent the City from (1) calling a letter of credit or other fiscal surety if such letter of credit or fiscal surety will expire and the infrastructure that is guaranteed thereunder has not been constructed within the timeframes required by the City Rules, (2) applying PID proceeds then on deposit to any infrastructure construction cost remaining unpaid or take such other action or any combination thereof it may reasonably find in the public interest.

(b) If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, suspension of Developer's receipt of Impact Fee Rebates until such default is cured, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, termination and injunctive relief.

(c) In the event any legal action or proceeding is commenced between the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action, to the extent allowed by law.

(d) The City shall have the right to terminate this Agreement and reimbursement rights of the Developer if the Developer is in default under this Agreement beyond any applicable notice and cure period. The City may elect, but is not obligated, to draw on fiscal surety posted by Developer if the Developer is in default under this Agreement beyond any applicable notice and cure period. Nothing herein shall limit the City's rights to continue collecting assessments associated with the PID.

9.02. Reservation of Rights; Limited Immunity Waiver.

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.

9.03. 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 X.
Force Majeure

10.01. Definition. The term "**force majeure**" as employed herein shall mean and refer to acts of God; 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; 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.

10.02. 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.

10.03. 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 XI
Notices

11.01. 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: Scott Moore, City Manager
105 E. Eggleston St.
Manor, TX 78653
Telephone: (512) 272-5555

with copy to:

The Knight Law Firm, LLP
Attorneys at Law
Attn: Paige Saenz/Veronica Rivera

223 West Anderson Lane, #A105
Austin, Texas 78752

Any notice mailed to Developer shall be addressed:
Gregg Lane Dev LLC
101 Parklane Blvd., Suite 102
Sugar Land, Texas 77478

With copy to:

Talley J. Williams
Metcalfe Wolff Stuart & Williams, LLP
221 West 6th Street, Suite 1300
Austin, Texas 78701

And

Drenner Group, P.C.
2705 Bee Caves Road, Suite 100
Austin, Texas 78756
Attn: Leah Bojo

Any notice mailed to Monarch Developer shall be addressed:
Monarch Ranch at Manor, LLC
Attn: David B. Blackburn
310 Enterprise Drive
Oxford, MS 38655
dblackburn@blackburngroup.net

With copy to:

Monarch Ranch at Manor, LLC
Attn: Jake Muse
310 Enterprise Drive
Oxford, MS 38655
jmuse@blackburngroup.net

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 XII.
Waiver and Release; Authority

12.01. 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 Developer voluntarily elected the

benefits and obligations of this Agreement, as opposed to the benefits available were Developer 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, Developer hereby waives any and all claims or causes of action Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement. Developer specifically releases any equitable or legal claim that it may have against the City regarding, or with respect to, the duty or obligation of the Developer to install or construct any project or obligation undertaken by Developer pursuant to this Agreement. The foregoing notwithstanding, the Developer specifically does not waive or release any claim or cause of action that Developer may have as a result of the City's breach of its agreements hereunder.

12.02. Authority.

(a) The City hereby represents and warrants to Developer that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council, and all of the foregoing have been authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

(b) The Developer hereby represents and warrants to the City that Developer has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of Developer. Concurrently with Developer's execution of this Agreement, Developer has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of Developer to do so. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.

(c) Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or Developer is required, or the City or Developer is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the City, unless otherwise provided herein or inconsistent with applicable law, the City Charter, or Applicable Rules, by the City Manager and for Developer by any officer of Developer so authorized (and, in any event, the officers executing this Agreement are so authorized); and any party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement.

Article XIII.
Entire Agreement

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

Article XIV.
General Provisions

14.01. 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 pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

14.02. No Third-Party Beneficiary. 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.

14.03. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby.

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

14.05. 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 the State District Courts of Travis County, Texas.

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

14.07 Estoppel Certificates. From time to time upon written request by any seller or purchaser of property within the Property, or any lender or prospective lender of the Developer or its

assignees, the City shall execute a written estoppel certificate to such seller or purchaser stating, if true that the City has not given or received any written notices alleging any events of default under this Agreement.

14.08 Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

14.09. 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, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

14.10. No Firearm Entity Boycott. To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "**SB 19**"), as amended, Developer hereby verifies that it and its parent company, wholly or majority- owned subsidiaries, and other affiliates, if any, (1) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or Federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association," "firearm entity," and "firearm trade association" shall have the meanings assigned to such terms in Section 2274.001(3), 2247.001(6) and 2274.001(7), Texas Government Code (as added by SB 19), respectively. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405 and exists to make a profit.

14.11. No Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, 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 enable the City to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or

Federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. §230.405 and exists to make a profit.

14.12. Exhibits. The following Exhibits to this Agreement are incorporated herein by reference for all purposes:

Exhibit A:	The Property
Exhibit B:	Development Plan
Exhibit C:	PUD Application Exhibit
Exhibit D:	Public Amenities
Exhibit E:	Roadway Connection
Exhibit F:	Wastewater Facilities
Exhibit G:	Okra Tract and Monarch Ranch Tract
Exhibit H:	Authorized Improvements

[Signature pages follow]

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

CITY:

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

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

Attest:

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

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

DEVELOPER:

GREGG LANE DEV LLC, a Texas limited liability company

By: Gregg Lane Manager, LLC, a Texas limited liability company, its Manager

By: SVAG Asset Management LLC, a Texas limited liability company, its Manager

By: _____
Name: Sudharshan Vembutty
Title: Manager

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2023, by Sudharshan Vembutty, Manager of SVAG Asset Management LLC, a Texas limited liability company, Manager of Gregg Lane Manager, LLC, a Texas limited liability company, Manager of Gregg Lane Dev LLC, a Texas limited liability company, on behalf of said company.

(SEAL)

_____
Notary Public, State of Texas

CONSENTING PARTY

Monarch Ranch at Manor, LLC, a Texas limited liability company, hereby consents to this Agreement solely for the purpose of agreeing to the terms and obligations outlined in Sections 6.02 and 6.03.

MONARCH DEVELOPER:

MONARCH RANCH AT MANOR LLC

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of Monarch Ranch at Manor LLC, a Texas limited liability company, on behalf of said company.

_____
(SEAL) Notary Public, State of Texas

Exhibit A
The Property

Tract 1 – 59.765 Acres

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
Office: 512-443-1724
Fax: 512-389-0943
3500 McCall Lane
Austin, Texas 78744

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

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

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

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

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

1. North 73°18'55" East, a distance of 46.89 feet to a to a calculated point;
2. North 55°28'25" East, a distance of 50.67 feet to a to a calculated point;
3. North 51°10'42" East, a distance of 48.58 feet to a to a calculated point;
4. North 48°30'24" East, a distance of 46.23 feet to a to a calculated point;
5. North 49°14'49" East, a distance of 52.77 feet to a to a calculated point;
6. North 45°14'55" East, a distance of 55.96 feet to a to a calculated point;

7. North 43°43'26" East, a distance of 52.86 feet to a to a calculated point;
8. North 41°05'22" East, a distance of 48.00 feet to a to a calculated point;
9. North 32°42'55" East, a distance of 42.39 feet to a to a calculated point;
10. North 36°20'34" East, a distance of 43.28 feet to a to a calculated point;
11. North 24°58'46" East, a distance of 45.09 feet to a to a calculated point;
12. North 20°50'58" East, a distance of 58.26 feet to a to a calculated point;
13. North 11°43'26" East, a distance of 55.36 feet to a to a calculated point;
14. North 12°03'40" East, a distance of 59.87 feet to a to a calculated point;
15. North 11°44'50" East, a distance of 49.40 feet to a to a calculated point;
16. North 20°31'26" East, a distance of 49.47 feet to a to a calculated point;
17. North 26°12'00" East, a distance of 48.98 feet to a to a calculated point;
18. North 19°47'54" East, a distance of 56.22 feet to a to a calculated point;
19. North 08°36'09" East, a distance of 45.62 feet to a to a calculated point;
20. North 32°55'35" East, a distance of 52.23 feet to a to a calculated point;
21. North 47°27'44" East, a distance of 55.81 feet to a to a calculated point;
22. North 45°04'59" East, a distance of 51.38 feet to a to a calculated point;
23. North 43°53'12" East, a distance of 32.75 feet to a to a calculated point;
24. North 08°50'46" East, a distance of 41.41 feet to a to a calculated point;
25. North 05°45'16" West, a distance of 32.84 feet to a to a calculated point;
26. North 01°15'08" East, a distance of 35.86 feet to a to a calculated point;
27. North 14°04'03" East, a distance of 26.76 feet to a to a calculated point;
28. North 34°11'10" East, a distance of 54.41 feet to a to a calculated point;
29. North 26°59'21" East, a distance of 41.68 feet to a to a calculated point;

30. North 36°09'53" East, a distance of 43.97 feet to a to a calculated point;

31. North 25°00'27" East, a distance of 44.74 feet to a to a calculated point;

32. North 00°27'57" East, a distance of 24.90 feet to a to a calculated point for the northwest corner of the 60.292 acre tract, being the southwest corner of a 39.4 acre tract described in Document No. 2004009801 of the Official Public Records of Travis County, Texas ;

THENCE South 61°36'01"East with the south line of said 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2 " rebar at 20.62 feet, and continuing for a total distance of 1079.71 feet to a 1/2 " rebar with 'Chaparral' cap set;

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

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

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

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

Surveyed on the ground on August 3, 2020.

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

Attachments: Drawing 1662-001-59.765ac

8-25-2020

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

Tract 2 – 30.580 Acres

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
Office: 512-443-1724
Fax: 512-389-0943
3500 McCall Lane
Austin, Texas 78744

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

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

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

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

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

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

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

30. North 23°17'46" East, a distance of 51.71 feet to a to a calculated point;

31. North 34°54'31" East, a distance of 42.87 feet to a to a calculated point;

32. North 48°43'04" East, a distance of 60.00 feet to a to a calculated point;

33. South 79°51'17" East, a distance of 39.39 feet to a to a calculated point;

34. South 58°38'03" East, a distance of 48.87 feet to a to a calculated point;

35. North 59°05'59" East, a distance of 54.70 feet to a to a calculated point;

36. North 00°19'10" East, a distance of 38.05 feet to a to a calculated point;

37. North 15°36'04" West, a distance of 56.41 feet to a to a calculated point;

38. North 06°24'18" East, a distance of 49.34 feet to a to a calculated point;

39. North 34°41'25" East, a distance of 55.35 feet to a to a calculated point;

40. North 08°45'25" West, a distance of 12.36 feet to a to a calculated point;

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

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

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

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

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

Surveyed on the ground on August 3, 2020.

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

Attachments: Drawing 1682-001-30.580ac

Paul J Flugel 1-6-2021

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

Exhibit B
Development Plan

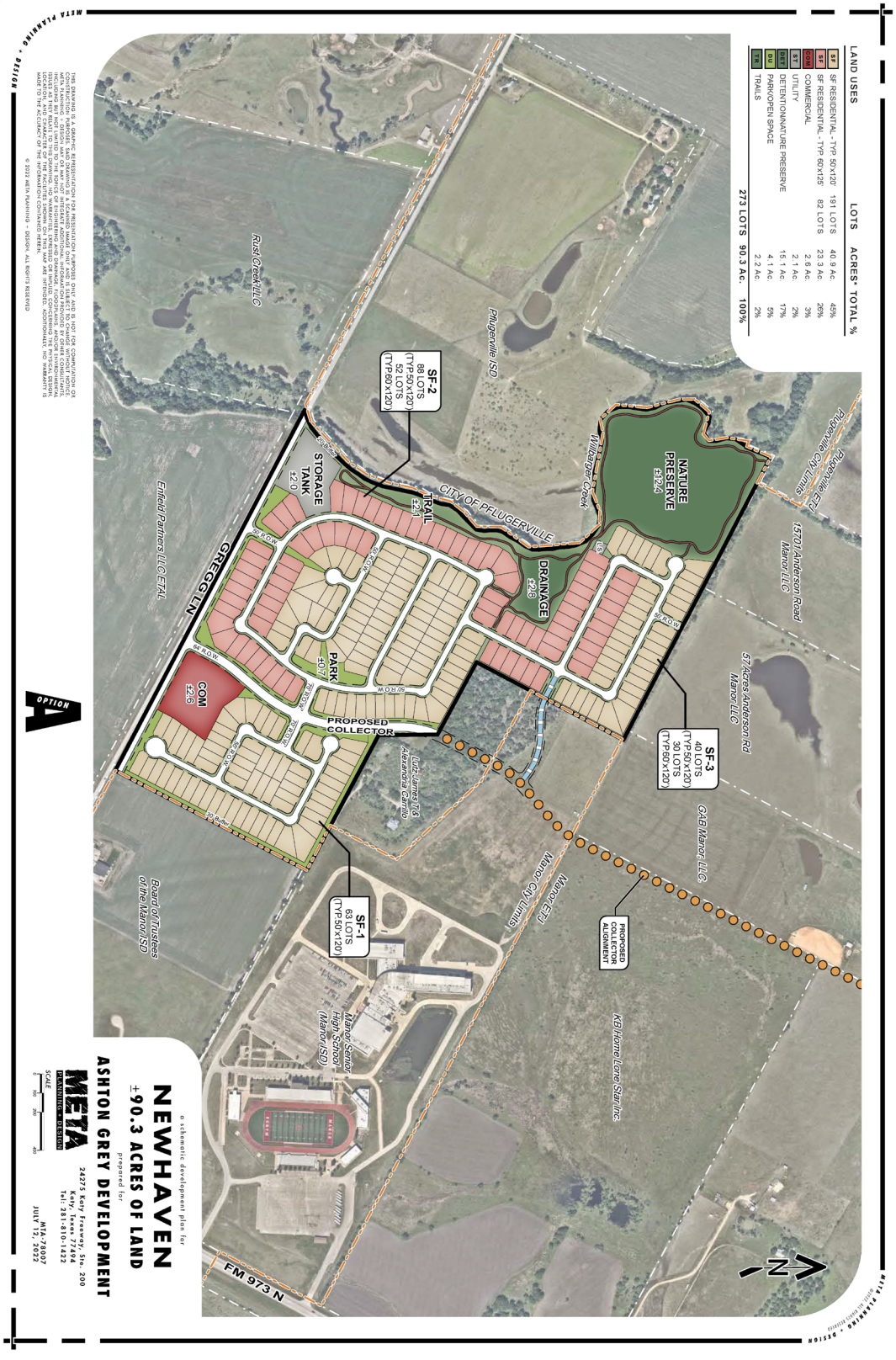
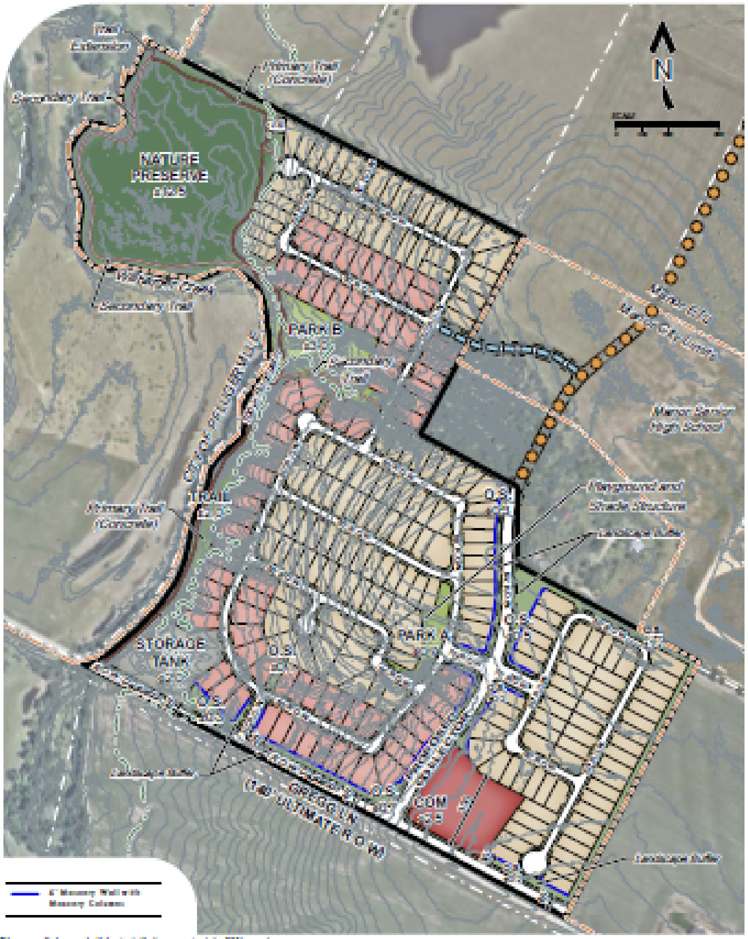
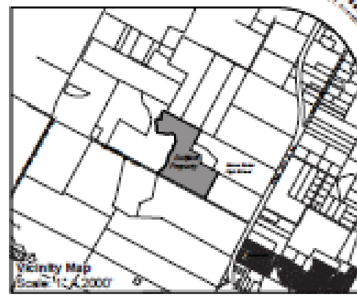


Exhibit C





1) A MINIMUM FOUR(4) FOOT WIDE, CONCRETE SIDEWALK SHALL BE PROVIDED WITHIN THE GREGG LANE LANDSCAPE BUFFER OR THE EXPANDED RIGHT OF WAY FOR GREGG LANE. LOCATION AND ALIGNMENT OF THE SIDEWALK SHALL BE COORDINATED DURING THE PRELIMINARY PLAN STAGE OF DEVELOPMENT.

2) THE CONSTRUCTION OF SIDEWALKS IN RESIDENTIAL AND COMMERCIAL AREAS NEED NOT BE COMPLETED PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF A FINAL PLAT, BUT MUST BE COMPLETED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY OR WITHIN 2 YEARS FROM THE APPROVAL OF THE FINAL PLAT. A COST ESTIMATE FOR THE CONSTRUCTION OF ANY SIDEWALKS IN RESIDENTIAL AREAS NOT CONSTRUCTED PRIOR TO THE FINAL APPROVAL AND ACCEPTANCE OF THE FINAL PLAT SHALL BE PREPARED AND A BOND FOR 110% OF SUCH COSTS SHALL BE POSTED WITH THE CITY. EACH YEAR THE DEVELOPER AND CITY MAY AGREE TO THE ADDITIONAL SIDEWALKS IN RESIDENTIAL AREAS THAT WERE COMPLETED DURING THE PREVIOUS YEAR AND REDUCE THE AMOUNT OF THE BOND TO REFLECT THE CONSTRUCTION COSTS OF THE SIDEWALKS THAT HAVE BEEN COMPLETED. SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO THE END OF THE 2-YEAR PERIOD SHALL BE COMPLETED BY THE DEVELOPER OR BY THE CITY WITH THE BOND FUNDS. FAILURE TO PROVIDE SUFFICIENT BONDS OR COMPLETE THE SIDEWALKS IN RESIDENTIAL AREAS SHALL NOT OBLIGATE THE CITY TO BUILD SIDEWALKS. THE CONSTRUCTION OF SIDEWALKS IN NON-RESIDENTIAL AREAS SHALL BE COMPLETED DURING SUBDIVISION CONSTRUCTION.

3) MIN SETBACK ON COMMERCIAL IS 25'. PROPOSED LANDPLAN PROVIDES 300' DEPTH WITH 275' USABLE OUTSIDE BUILDING LINE.

6" Masonry Wall with Masonry Columns

*Masonry Columns shall be installed approximately 300' apart.

PUD DATA TABLES:

1) APPROVED LAND USES:

[illegible]

2) MINIMUM LOT SIZE HEIGHT AND PLACEMENT REQUIREMENTS

[illegible]

3) LOT COVERAGE

[illegible]

4) PARKING LOT SCREENING

IN COMMERCIAL AREAS, OFF-STREET PARKING FOR MORE THAN FIVE VEHICLES AND LOADING AREAS SHALL BE EFFECTIVELY SCREENED BY A PRIVATE FENCE, HEDGE, PLANTING OR NATURAL VEGETATION OR TOPOGRAPHY ON EACH SIDE WHICH ADJOINS LAND DESIGNATED FOR A RESIDENTIAL USE OR A RESIDENTIAL USE.

5) LANDSCAPING

THE FOLLOWING PERCENTAGE OF THE NET AREA OF EACH LOT SHALL BE LANDSCAPED. THE NET LOT AREA SHALL EQUAL THE TOTAL LOT AREA LESS THE AREA TO BE LEFT UNIMPROVED BECAUSE OF THE EXISTENCE OF NATURAL FEATURES THAT ARE WORTHY OF PRESERVATION OR THAT WOULD MAKE IMPROVEMENTS IMPRACTICAL.

[illegible]

NOTE: MINIMUM LANDSCAPE REQUIREMENTS FOR EACH LOT WITHIN A SINGLE FAMILY DWELLING SHALL BE A MINIMUM OF TWO (2) TWO INCH TREES, SIX (6) TWO GALLON SHRUBS AND LAWN GRASS FROM THE PROPERTY LINE TO THE FRONT TWO (2) CORNERS OF THE STRUCTURE ON LOTS [illegible] IN WIDTH OR GREATER.

NOTE: MINIMUM FIFTEEN (15) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE GREGG LANE RIGHT OF WAY, SHALL BE PROVIDED. [illegible] SCAPE BUFFER.

NOTE: FOR INTERNAL UNLOADED COLLECTOR ROADWAYS, A MINIMUM TEN (10) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE COLLECTOR RIGHT OF WAY, SHALL BE PROVIDED. [illegible] BE PLANTED PER 50 LINEAR FEET OF LANDSCAPE BUFFER.

6) PARKLAND:

PARKLAND WILL BE PROVIDED BY FEE IN LIEU ([illegible] PER LOT) OF DEDICATION PER APPLICABLE CITY ORDINANCES.

7) AMENITIES

[illegible]

8) TRAFFIC

The Traffic Volume will be [illegible] Trips generated to and from this site.

9) UTILITIES

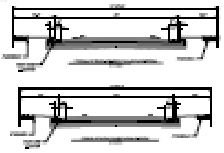
[illegible]

Water and Wastewater will be provided by City of Manor

10) PERMITTED USES - COMMERCIAL C-1

[illegible]

11) CROSS SECTIONS



12) LIST OF ALL REQUESTED VARIANCES

[illegible]

a planned unit development
final site plan for

NEWHAVEN PUD

±90.3 ACRES OF LAND

prepared for

ASHTON GRAY DEVELOPMENT

LAND PLANNER:

META

24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422

ENGINEER:

JONES | CARTER

APPLICANT:

[illegible] GROUP, PC
200 Lee Barton Drive, SUITE 100
Austin, Texas 78704

SCALE

[illegible]
NOVEMBER 13, 2022

Public Amenities

EXHIBIT D

AMENITIES

NATURE PRESERVE

1. 8' Concrete Primary Trail (Site Connectivity)
2. 6' Concrete Secondary Trial (Site Connectivity)
3. Benches (300' Approximate Spacing)

PARK A

1. (1) Shade Structure
2. (1) 2-5 yrs. Playground Structure
3. (1) 5-12 yrs. Playground Structure
4. (1) Swing Set
5. (2) Independent Play Equipment
6. 6' Concrete Sidewalk (Site Connectivity)
7. (1) Trash Receptacle
8. (2) Picnic Tables
9. (2) Benches

Trail

1. 8' Concrete Primary Trail (Site Connectivity)
2. Benches (300' Approximate Spacing)

Park B

1. 8' Concrete Primary Trail (Site Connectivity)
2. 6' Concrete Secondary Trail (Site Connectivity)
3. (1) Gazebo
4. Benches (300' Approximate Spacing)
5. Trash Receptacles (300' Approximate Spacing)

Exhibit E
Roadway Connection

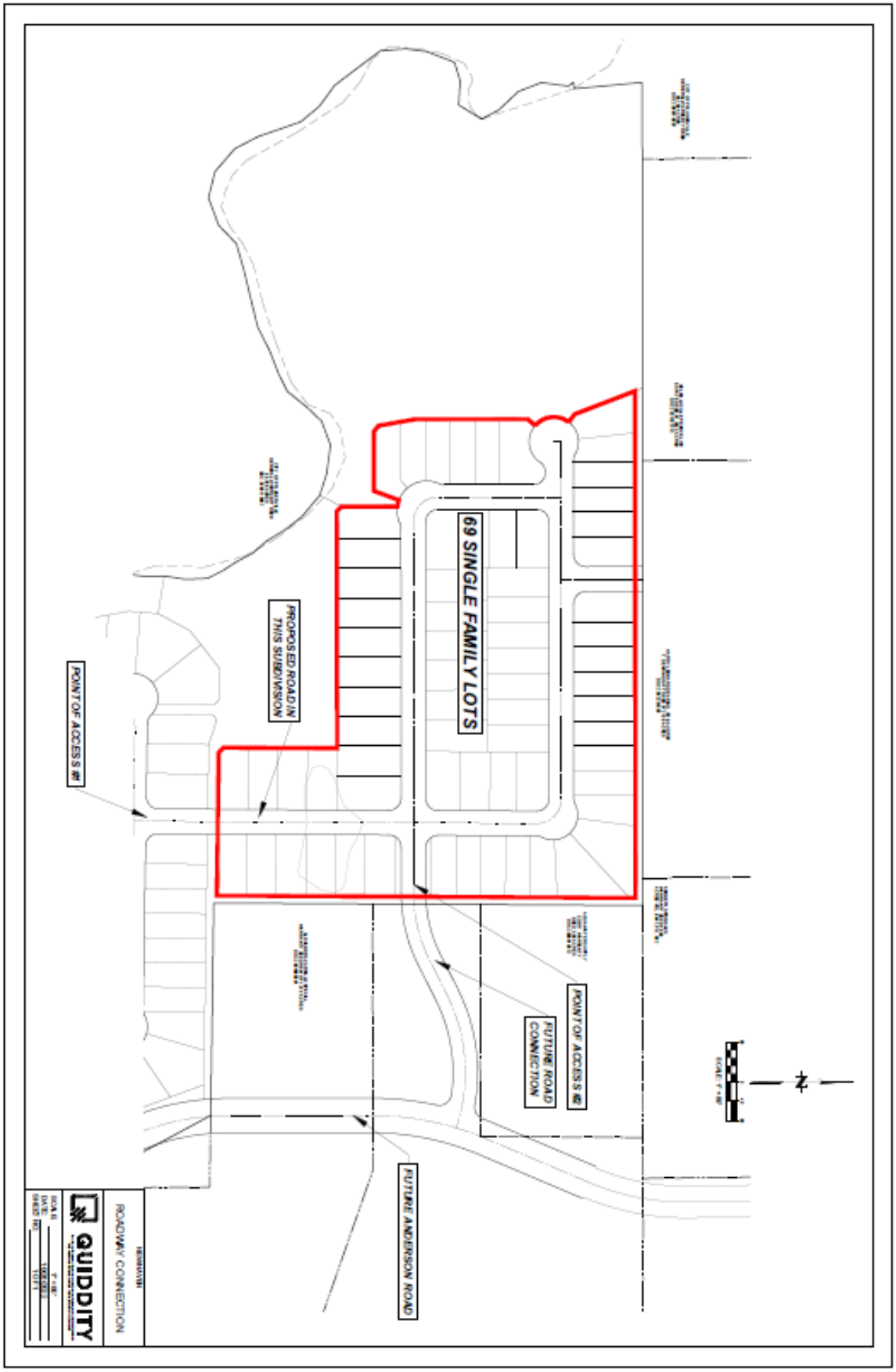


Exhibit F
Wastewater Facilities

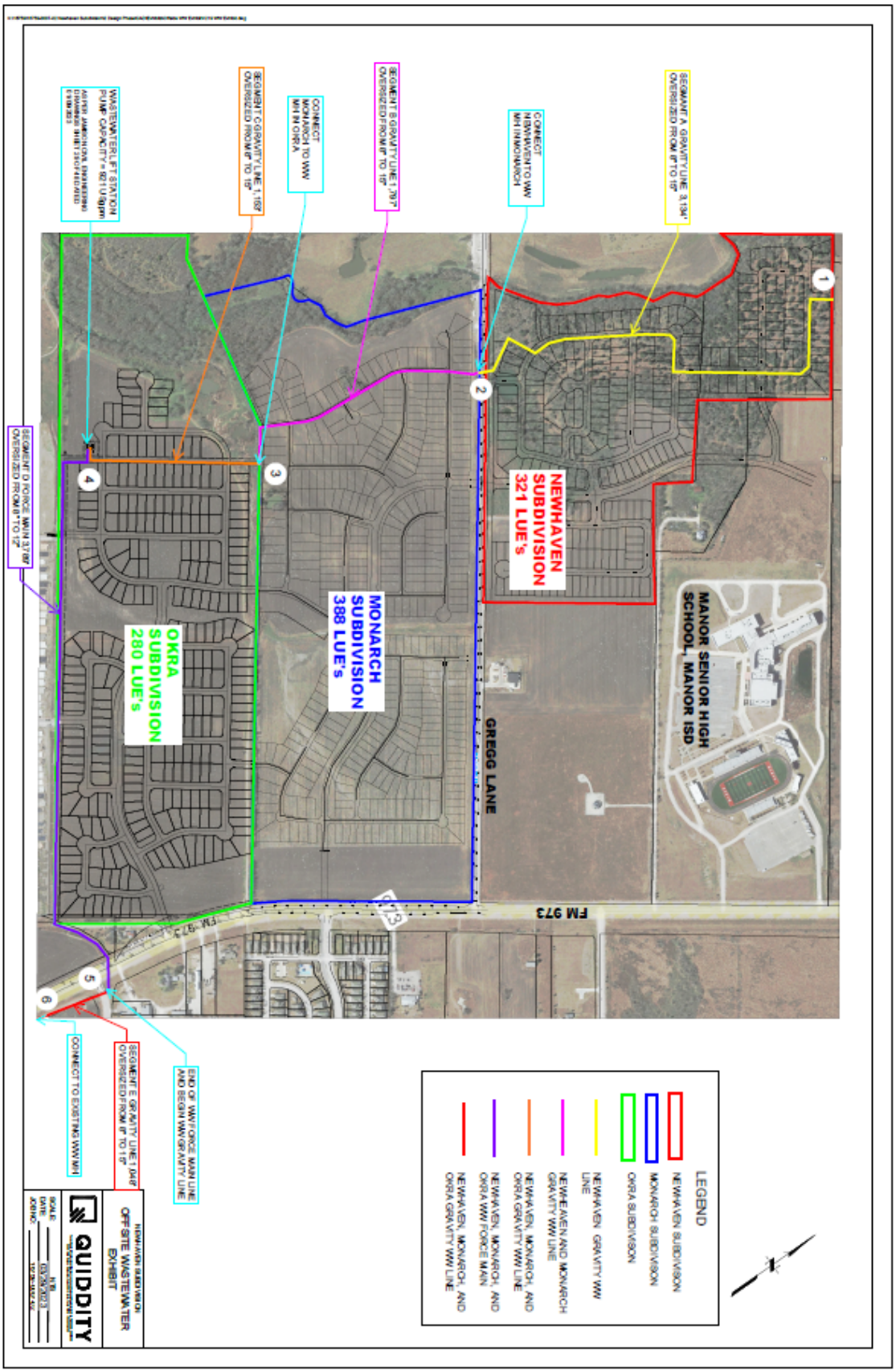

NEWHAVEN SUBDIVISION 321 LUE's
MONARCH SUBDIVISION 388 LUE's
OKRA SUBDIVISION 280 LUE's
MANOR SENIOR HIGH SCHOOL, MANOR ISD
GREGG LANE
FM 973
SEGMENT A GRAVITY LINE 3,194' OVERSIZED FROM 8" TO 15"
CONNECT NEWHAVEN TO WW MH IN MONARCH
SEGMENT B GRAVITY LINE 1,797' OVERSIZED FROM 8" TO 15"
SEGMENT C GRAVITY LINE 1,165' OVERSIZED FROM 8" TO 15"
CONNECT MONARCH TO WW MH IN OKRA
WASTEWATER LIFT STATION PUMP CAPACITY = 921 GPM
SEGMENT D FORCE MAIN 3,788' OVERSIZED FROM 8" TO 12"
SEGMENT E GRAVITY LINE 1,048' OVERSIZED FROM 8" TO 15"
CONNECT TO EXISTING WW MH
END OF WW FORCE MAIN LINE AND BEGIN WW GRAVITY LINE
LEGEND
NEWHAVEN SUBDIVISION
MONARCH SUBDIVISION
OKRA SUBDIVISION
NEWHAVEN GRAVITY WW LINE
NEWHAVEN AND MONARCH GRAVITY WW LINE
NEWHAVEN, MONARCH, AND OKRA GRAVITY WW LINE
NEWHAVEN, MONARCH, AND OKRA WW FORCE MAIN
NEWHAVEN, MONARCH, AND OKRA GRAVITY WW LINE
NEWHAVEN SUBDIVISION
OFF SITE WASTEWATER EXHIBIT
QUIDDITY
SCALE:
DATE: 03/26/2023
JOB NO:

Exhibit G

Okra Tract and Monarch Ranch Tract

Exhibit H
Authorized Improvements

DRAFT

Newhaven Public Improvement District
Authorized Improvements
December 2, 2022

Authorized Improvements [a]		IA #1
Internal Improvements		
Landscaping [b]	$	1,449,611
Drainage Improvements	$	2,559,590
Detention Pond	$	198,000
Erosion Control	$	129,965
Street & Site Improvements	$	2,624,260
Collector Road Street and Site Improvements	$	303,725
Lift Station and Forcemain	$	770,076
Earthwork and Demolition	$	376,265
Traffic Improvements	$	822,468
District Formation Costs	$	300,000
Non-Design Fees & Expenses	$	1,088,944
Contingency	$	953,396
Engineering	$	1,593,436
Total Internal Improvements	**$**	**13,169,736**
Private Improvements		
Waterline Improvements	$	1,405,268
Wastewater Line Improvements	$	1,795,355

Footnotes:

[a] Per preliminary OPC Prepared by Jones & Carter dated 4/12/22. Excludes dry utilities & impact fees as they are not PID eligible.

[b] Per Bruno Land Design OPC, received 6/7/2022. Excludes Brick Wall, Park Amenities and Trees as these are PUD items.