

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(Lagos)**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (LAGOS) (this “**First Amendment**”) is dated effective _____, 2022 (the “**First Amendment Effective Date**”) and is entered into between the CITY OF MANOR, a Texas home-rule municipal corporation (the “**City**”) and 706 DEVELOPMENT CORPORATION, a Texas corporation, and 706 INVESTMENT PARTNERSHIP, LTD., a Texas limited partnership (“706 Investment”) (collectively, the “**Owner**”). The City and the Owner are sometimes referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS:

A. The Owner and the City previously entered into that certain Development Agreement (Lagos) dated effective August 21, 2019, (the “**Agreement**”), for that certain Project (as defined therein) located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement.

B. 706 Development Corporation has since sold the property within the Project that it previously owned on the Effective Date of the Agreement and serves as a developer within the Project.

C. 706 Investment now owns a portion of the Property (as defined in the Agreement), which is more particularly described in Exhibit “A-1”; Ashton Austin Residential, LLC, a Texas limited liability company (“**Ashton**”) now owns a portion of the Property, which is more particularly described in Exhibit “A-2”; Pulte Homes of Texas, LP, a Texas limited partnership (“**Pulte**”) now owns a portion of the Property, which is more particularly described in Exhibit “A-3”; and Peter A. Dwyer, individually (“**Dwyer**”) now owns a portion of the Property, which is more particularly described in Exhibit “A-4”.

D. Ashton, Pulte, and Dwyer are executing and acknowledging this First Amendment solely as the owners of a portion of the Property.

E. 706 Development Corporation is executing and acknowledging this First Amendment solely as a party to the Agreement.

F. The Parties desire to amend the Agreement to amend the definition of “**Owner,**” and to address construction of drainage improvements and the amount the Owner shall be reimbursed for the cost of the offsite drainage improvements.

G. The Parties desire to modify and amend the Agreement as set forth in this First Amendment.

AGREEMENT:

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

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

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

3. Owner. The definition of “Owner” in the Agreement is hereby deleted in its entirety and replaced to read as follows:

““Owner” means 706 Investment Partnership, Ltd., a Texas limited partnership, and 706 Development Corporation, a Texas Corporation, and includes any subsequent Owner, whether one or more and whether or not related to the Owner or otherwise a related party of the Owner or a partnership or other entity in which the Owner is a partner or participant, of all or any portion of the Property that specifically acquires by whole or partial assignment, by operation of law or otherwise, all of the rights and obligations of the Owner under this Agreement. Ashton, Pulte, and Dwyer do not have the rights and obligations of “Owner.””

4. Offsite Drainage Improvements.

(a) The Owner agrees to construct the offsite drainage improvements as more particularly depicted and described in Exhibit “B” (the “Offsite Drainage Improvements”). The Owner agrees that Offsite Drainage Improvements depicted and described in Exhibit “B” are preliminary in nature and that the final design submittal shall be subject to review and approval by the City Engineer before construction begins. The Owner further agrees that the installed Offsite Drainage Improvements must drain prior to acceptance by the City. The costs to construct the Offsite Drainage Improvements shall be paid for by the Owner (the “Owner Contribution”). The Parties agree that the Owner shall be reimbursed for the Owner Contribution of the Offsite Drainage Improvements in an amount equal to the lesser of: (1) \$152,000, or (2) the actual cost paid by the Owner to construct the Offsite Drainage Improvements out of the Improvement Area #1 Bond Additional Proceeds, as the term is defined in the Amended and Restated Service and Assessment Plan dated April 6, 2022.

(b) The Owner agrees not to request the PID bond issuance for Improvement Area #1 until the Offsite Drainage Improvements have been constructed and accepted by the City.

(c) The obligations relating to the Offsite Drainage Improvements, as described in this Section 3, are solely the obligations of Owner.

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

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

6. Governing Law. This First Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

7. Anti-Boycott Verification. To the extent this First Amendment 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, Owner represents that neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this First Amendment. 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.

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

9. Anti-Boycott Verification – Energy Companies. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this First Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

10. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this First Amendment. The foregoing verification is made solely to comply

with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

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

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

[Signature pages follow]

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

CITY:

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

By: _____
Dr. Christopher Harvey, Mayor

Attest:

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

Approved as to form:

By: _____
Name: Veronica Rivera
Title: Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2022, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of that corporation.

(SEAL)

Notary Public, State of Texas

[Signatures Continue on next page]

OWNER:

706 DEVELOPMENT CORPORATION,
a Texas corporation

By: _____
Name: Peter A. Dwyer
Title: President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2022, by Peter A. Dwyer, as President of the 706 DEVELOPMENT CORPORATION, a Texas corporation, on behalf of that corporation.

(SEAL)

Notary Public, State of Texas

OWNER:

706 INVESTMENT PARTNERSHIP, LTD.,
a Texas limited partnership

By: 706 Investment GP, Inc.,
a Texas corporation,
its general partner

By: _____
Name: Peter A. Dwyer
Title: President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2022, by Peter A. Dwyer, as President of 706 Investment GP, Inc., a Texas corporation, General Partner of 706 Investment Partnership, Ltd., a Texas limited partnership on behalf of the partnerships.

(SEAL)

Notary Public, State of Texas

ACKNOWLEDGED AND AGREED TO:

ASHTON AUSTIN RESIDENTIAL L.L.C.,
a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF _____§

COUNTY OF _____§

This instrument was acknowledged before me on this ____ day of _____, 2022,
by _____, as _____ of Ashton Austin Residential L.L.C., a Texas
limited liability company, on behalf of the company.

(SEAL)

Notary Public, State of _____

ACKNOWLEDGED AND AGREED TO:

PULTE HOMES OF TEXAS, L.P.,
a Texas limited partnership

By: Pulte Nevada I LLC,
a Delaware limited liability company,
its general partner

By: _____
Name: Stephen Ashlock
Title: Vice President of Land Development

THE STATE OF _____§

COUNTY OF _____§

This instrument was acknowledged before me on this ____ day of _____, 2022,
by Stephen Ashlock as Vice President of Land Development of Pulte Nevada I LLC, a Delaware
limited liability company, as general partner of Pulte Homes of Texas, L.P., a Texas limited
partnership, on behalf of that limited liability company and that limited partnership.

(SEAL)

Notary Public, State of _____

ACKNOWLEDGED AND AGREED TO:

PETER A. DWYER

By: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2022,
by Peter A. Dwyer, individually.

(SEAL)

Notary Public, State of Texas

Exhibit “A-1”
706 Investment Partnership, Ltd., Land

1. Lot 13, Block F, Lagos Phase 2 Final Plat as recorded under Document Number 202100127 of the Official Public Records of Travis County, Texas.

2. Approximately 10.453 acres of land, as more particularly described and depicted here:

**A METES AND BOUNDS
DESCRIPTION OF A
10.453 ACRE TRACT OF LAND**

BEING a 10.453 acre (455,344 square feet) tract of land situated in the Calvin Baker Survey No. 38, Abstract No. 58, City of Manor, Travis County, Texas; being a portion of a called 675.6978 acre tract of land described in instrument to 706 Investment Partnership Ltd., recorded in Document No. 2005114143 of the Official Public Records of Travis County; and being more particularly described as follows:

BEGINNING at an "X" in concrete found on the southwesterly right-of-way line of Blake Manor Road (variable width) marking the eastmost southeast corner of that certain 72.132 acre tract of land described in instrument to Pulte Homes of Texas, L.P., recorded in Document No. 2021030519 of the Official Public Records of Travis County;

THENCE, South 29°04'06" East, 471.49 feet to a point marking the southeast corner of herein described tract;

THENCE, South 61°50'31" West, 1400.46 feet departing the southwesterly right-of-way line of said Blake Manor Road and crossing said 675.6978 acre tract to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking a southerly-southeast corner of said 72.132 acre tract and the south corner of herein described tract;

THENCE, along the southeasterly boundary of said 72.132 acre tract, the following sixteen (16) courses and distances:

1. North 42°21'07" West, 51.03 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 33°37'37" East, 180.27 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 56°22'23" West, 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. North 33°37'37" East, 160.96 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
5. in a northeasterly direction, along a tangent curve to the right, a central angle of 27°18'04", a radius of 275.00 feet, a chord bearing and distance of North 47°16'39" East, 129.80 feet, and a total arc length of 131.04 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
6. North 61°00'12" East, 201.11 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
7. South 27°51'29" East, 120.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. North 61°19'53" East, 160.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. North 73°53'33" East, 51.23 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. North 71°38'00" East, 58.94 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
11. North 57°02'07" East, 105.51 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
12. North 4°51'33" East, 98.16 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
13. North 28°29'31" West, 194.52 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. North 60°55'41" East, 114.39 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
15. North 68°44'15" East, 247.19 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
16. North 60°55'54" East, 50.00 feet to the **POINT OF BEGINNING**, and containing 10.453 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.



John G. Mosier
3-21-2022

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

**EXHIBIT OF A
10.453 ACRE
TRACT OF LAND**
CALVIN BAKER SURVEY NO. 38,
ABSTRACT NO. 58
CITY OF MANOR, TRAVIS COUNTY,
TEXAS

Kimley»Horn

601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	###	JGM	3/21/2022	###	1 OF 2

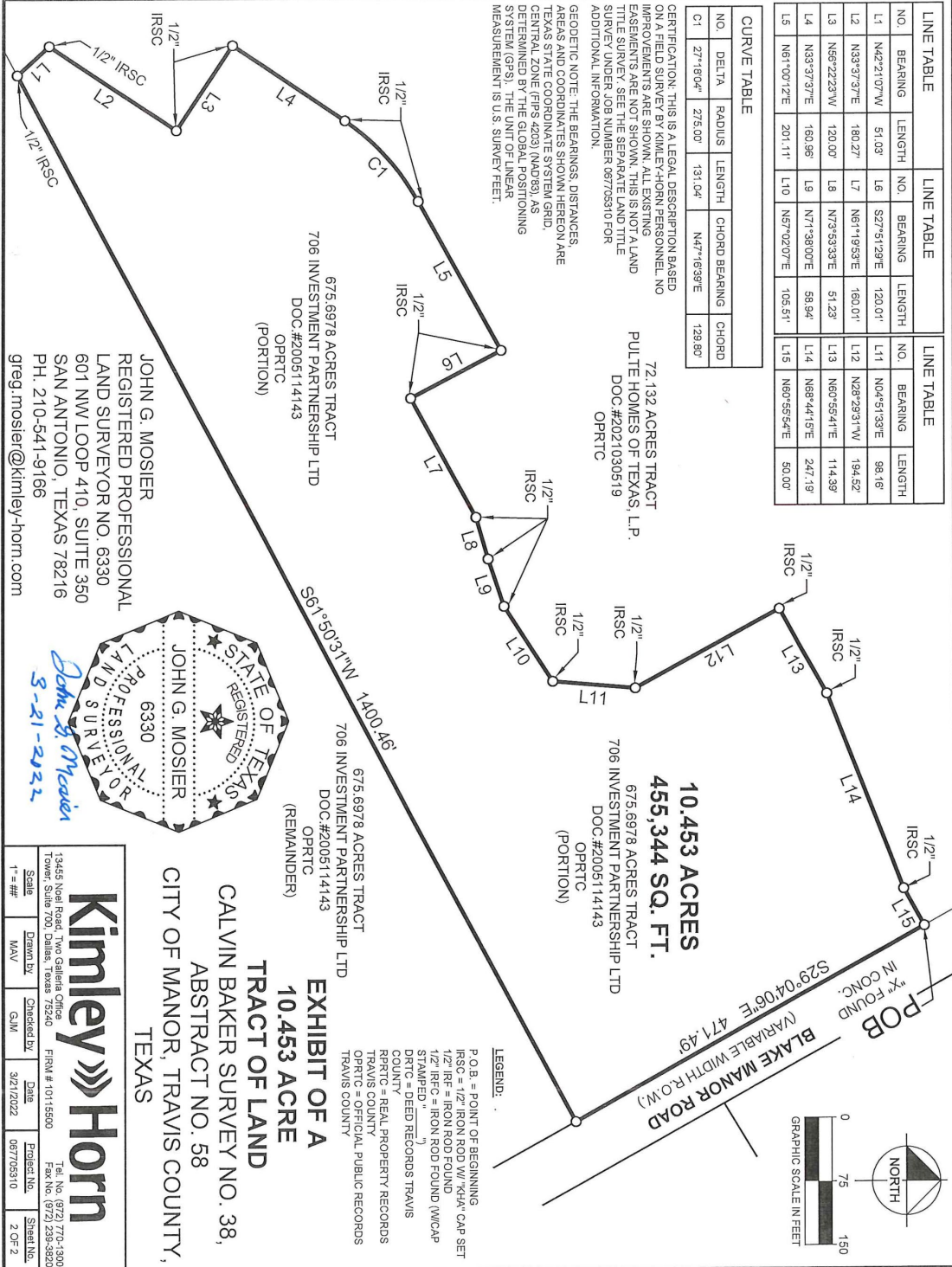
VILLARREAL, MIGUEL 3/21/2022 4:14 PM KISNA_SURVEYLAGOS DEVELOPMENT067705310-LAGOS PHASE 3, 4, & 5DWG\EXHIBITS\10.453AC-706 INVESTMENTS.DWG

LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N42°21'07"W	51.03	L6	S27°51'29"E	120.01'	L11	N04°51'33"E	98.16'
L2	N33°37'37"E	180.27'	L7	N61°19'53"E	160.01'	L12	N28°29'31"W	194.62'
L3	N56°22'23"W	120.00'	L8	N73°53'33"E	51.23'	L13	N60°55'41"E	114.39'
L4	N33°37'37"E	160.96'	L9	N71°38'00"E	58.94'	L14	N68°44'15"E	247.19'
L5	N61°00'12"E	201.11'	L10	N57°02'07"E	105.51'	L15	N60°55'54"E	50.00'

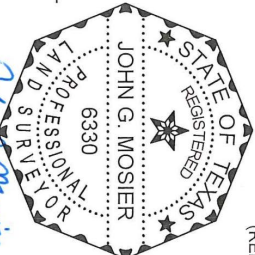
CURVE TABLE			
NO.	DELTA	RADIUS	CHORD BEARING
C1	27°18'04"	275.00'	N47°16'39"E
			128.80'

CERTIFICATION: THIS IS A LEGAL DESCRIPTION BASED ON A FIELD SURVEY BY KIMLEY-HORN PERSONNEL. NO CLAIMS OF INTEREST OR EASEMENTS ARE NOT SHOWN. THIS IS NOT A TITLE SURVEY. SEE THE SEPARATE LAND TITLE SURVEY UNDER JOB NUMBER 06705910 FOR ADDITIONAL INFORMATION.

GEODETIC NOTE: THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203 (NAD83), NAD 83) DATUM, BY THE UNITED STATES OF AMERICA. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.



JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com



Kimley»Horn

13459 Noel Road, Two Galleria Office
Tower, Suite 700, Dallas, Texas 75240
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 238-3820

Scale: 1" = ##'
Drawn By: MAV
Checked By: GJM
Date: 3/21/2022
Project No.: 06705910
Sheet No.: 2 OF 2

EXHIBIT OF A
10.453 ACRE
TRACT OF LAND
CALVIN BAKER SURVEY NO. 38,
ABSTRACT NO. 58
CITY OF MANOR, TRAVIS COUNTY,
TEXAS

VILLARREAL, MIGUEL 3/21/2022 4:16 PM KIMSUA_SURVEY\VLGAGS DEVELOPMENT\06705910-CLAGOS PHASE 3, 4, & SUDWG\EXHIBITS\10.453AC-706 INVESTMENT'S.DWG

Exhibit "A-2"
Ashton Austin Residential, LLC, Land

Lagos Phase 2 Final Plat (attached hereto) as recorded under Document Number 202100127 of the Official Public Records of Travis County, Texas, SAVE and EXCEPT Lot 13, Block F and Lot 14, Block F.

Exhibit "A-3"
Pulte Homes of Texas, LP, Land

**A METES AND BOUNDS
DESCRIPTION OF A
72.132 ACRE TRACT OF LAND**

BEING a 72.132 acre (3,142,052 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546 and the Calvin Baker Survey No. 38, Abstract No. 58, City of Manor, Travis County, Texas; being a portion of a called 675.6978 acre tract of land described in instrument to 706 Investment Partnership Ltd. recorded in Document No. 2005114143 of the Official Public Records of Travis County; and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "KHA" set at the intersection of with the southeasterly right-of-way line of Lagos Grandes Way (50 foot width) and the southwesterly right-of-way line of Blake Manor Road (variable width) and marking the northeastern-most subdivision corner of Lagos Phase 2, plat pending in the Official Public Records of Travis County, on the southwesterly right-of-way line of Blake Manor Road from which a 1/2-inch iron rod with plastic cap stamped "Capitol Surveying" bears North 58°53'38" West, 591.85 feet to the **POINT OF BEGINNING** at an east corner of proposed Lagos Phase 2, for a north corner of this tract;

THENCE, continuing along the southerly right-of-way line of said Blake Manor Road the following three (3) courses and distances:

1. South 58°53'38" East, 259.49 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set at a point of curvature;
2. in a southeasterly direction, along a tangent curve to the right, a central angle of 29°49'04", a radius of 785.51 feet, a chord bearing and distance of South 44°01'37" East, 404.20 feet, and a total arc length of 408.79 feet to a 1/2-inch iron rod with a plastic cap stamped "Capitol Surveying" found for corner;
3. South 29°04'06" East, 644.51 feet to a "X" cut in concrete set marking the east corner of this tract;

THENCE, departing the southwesterly right-of-way line of said Blake Manor Road and crossing said 675.6978 acre tract the following twenty-five (25) courses and distances:

1. South 60°55'54" West, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. South 68°44'15" West, 247.19 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 60°55'41" West, 114.39 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. South 28°29'31" East, 194.52 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
5. South 4°51'33" West, 98.16 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
6. South 57°02'07" West, 105.51 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
7. South 71°38'00" West, 58.94 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. South 73°53'33" West, 51.23 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. South 61°19'53" West, 160.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. North 27°51'29" West, 120.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
11. South 61°00'12" West, 201.11 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
12. in a southwesterly direction, along a tangent curve to the left, a central angle of 27°18'04", a radius of 275.00 feet, a chord bearing and distance of South 47°16'39" West, 129.80 feet, and a total arc length of 131.04 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
13. South 33°37'37" West, 160.96 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. South 56°22'23" East, 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
15. South 33°37'37" West, 180.27 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
16. South 42°21'07" East, 51.03 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
17. South 61°50'31" West, 1366.04 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
18. in a southwesterly direction, along a tangent curve to the right, a central angle of 36°16'07", a radius of 1000.00 feet, a chord bearing and distance of South 80°00'08" West, 622.49 feet, and a total arc length of 633.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for point of tangency;
19. North 81°51'49" West, 507.74 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
20. North 57°51'29" East, 105.83 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
21. North 3°30'06" West, 116.05 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
22. North 11°09'23" East, 99.76 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
23. North 42°02'02" East, 131.35 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
24. North 67°53'03" East, 226.77 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;

25. North 4°46'08" West, 210.55 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set in the southerly boundary line of a called 13.34 acre tract of land described to the Board of Trustees of the Manor Independent School District as shown on instrument recorded in Document No. 2015151286 of the Official Public Records of Travis County; for an exterior corner of this tract;

THENCE, along the boundary of said 13.34 acre tract the following four (4) courses and distances:

1. South 80°30'13" East, 232.76 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. South 87°44'52" East, 225.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 48°03'21" East, 396.94 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for an interior corner of this tract;
4. in a northwesterly direction, along a non-tangent curve to the left, a central angle of 13°48'44", a radius of 1365.00 feet, a chord bearing and distance of North 48°52'09" West, 328.27 feet, and a total arc length of 329.06 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at the southerly corner of the east terminus of Murchison Street and a south corner of Lagos Phase 1, plat of which is recorded in Document No. 201800065 of the Official Public Records of Travis County; for an east corner of this tract;

THENCE, North 34°13'29" East, 70.00 feet along the east terminus line of said Murchison Street to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at the northerly corner of the east terminus of said Murchison Street, for a north corner of this tract;

THENCE, along the boundary of said Lagos Phase 1 the following ten (10) courses and distances:

1. in a southeasterly direction, along a non-tangent curve to the right, a central angle of 13°00'58", a radius of 1435.00 feet, a chord bearing and distance of South 49°16'02" East, 325.30 feet, and a total arc length of 326.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
2. North 49°42'30" East, 69.90 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
3. North 50°32'36" East, 59.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
4. North 67°24'58" East, 51.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
5. North 69°34'19" East, 41.67 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
6. North 54°27'18" East, 50.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
7. North 53°16'10" East, 200.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
8. North 42°29'28" East, 49.81 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
9. North 33°37'37" East, 650.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
10. North 35°15'25" East, 68.67 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at an east corner of said Lagos Phase 1 and a south corner of said proposed Lagos Phase 2, for an angle corner of this tract;

THENCE, along the southeasterly boundary line of said proposed Lagos Phase 2 the following ten (10) courses and distances:

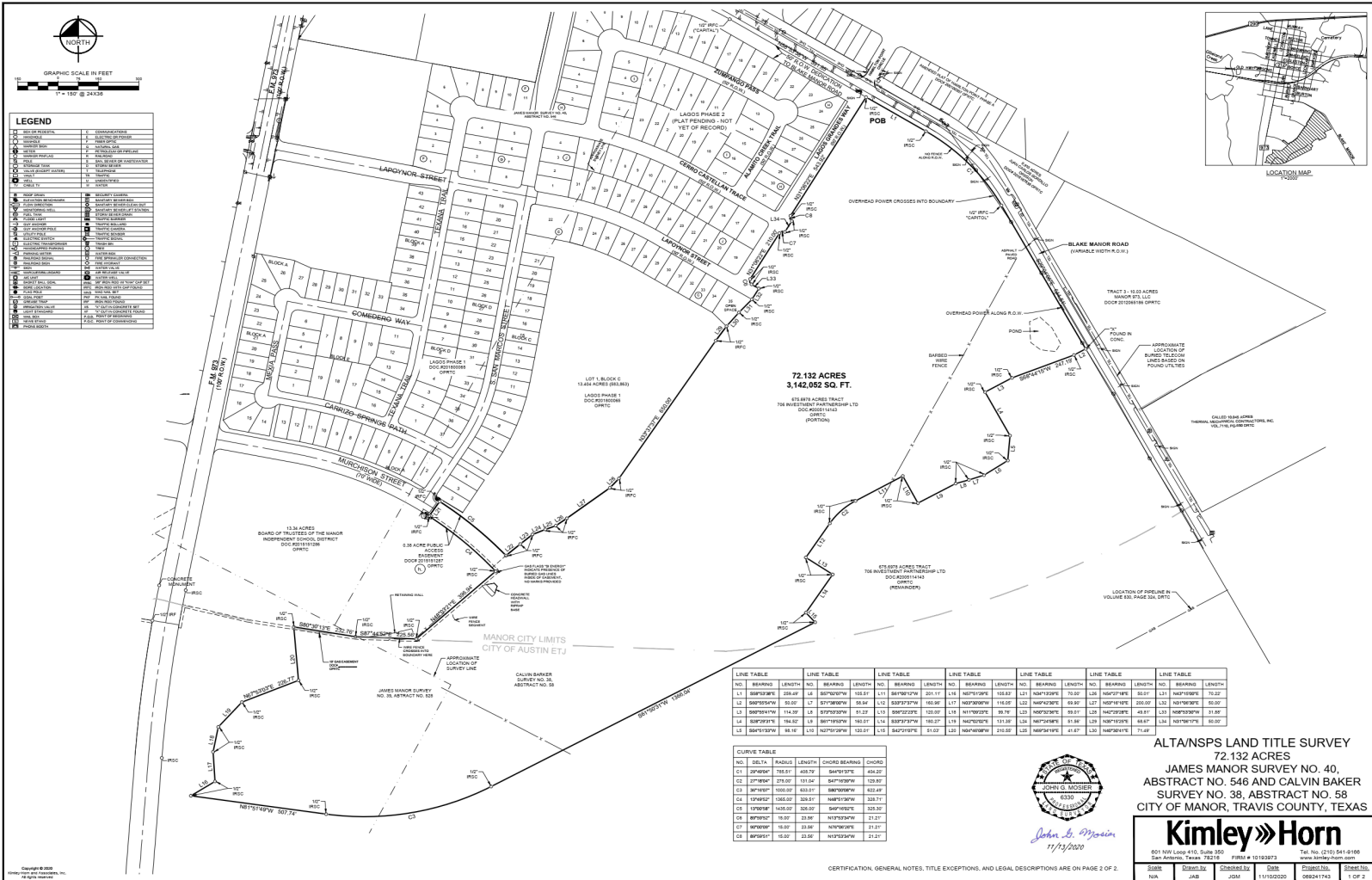
1. North 40°30'41" East, 71.49 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 43°15'00" East, 70.22 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 31°06'30" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. North 58°53'30" West, 31.88 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
5. in a northwesterly direction, along a tangent curve to the right, a central angle of 89°59'52", a radius of 15.00 feet, a chord bearing and distance of North 13°53'34" West, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
6. North 31°06'22" East, 210.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
7. in a northeasterly direction, along a tangent curve to the right, a central angle of 90°00'09", a radius of 15.00 feet, a chord bearing and distance of North 76°06'26" East, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. North 31°06'17" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. in a northwesterly direction, along a non-tangent curve to the right, a central angle of 89°59'51", a radius of 15.00 feet, a chord bearing and distance of North 13°53'34" West, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;

10. North 31°06'22" East, 543.92 feet to the **POINT OF BEGINNING**, and containing 72.132 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

John G. Mosier 11-13-2020

John G. Mosier
Registered Professional Land Surveyor No. 6330
Kimley-Horn and Associates, Inc.
601 NW Loop 410, Suite 350
San Antonio, Texas 78216
Ph. 210-541-9166
greg.mosier@kimley-horn.com





LINE TABLE		LINE TABLE		LINE TABLE		LINE TABLE		LINE TABLE		LINE TABLE		LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S89°58'56"	228.47	L6	S09°00'00"	151.91	L11	S89°00'00"	201.11	L16	N49°00'00"	168.88	L21	N49°00'00"	70.00
L2	S09°58'56"	51.02	L7	S11°00'00"	83.84	L12	S09°00'00"	168.88	L17	N49°00'00"	49.87	L22	N49°00'00"	200.00
L3	S09°58'56"	114.30	L8	S11°00'00"	81.22	L13	S09°00'00"	120.00	L18	N41°00'00"	69.79	L23	N49°00'00"	49.87
L4	S09°58'56"	184.32	L9	N09°00'00"	141.07	L14	S09°00'00"	180.00	L19	N49°00'00"	81.86	L24	N49°00'00"	81.87
L5	S09°58'56"	88.16	L10	N07°00'00"	133.01	L15	S42°00'00"	51.02	L20	N49°00'00"	210.00	L25	N49°00'00"	41.67

CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	206°04'	438.79	349°03'56"	434.22
C2	27°00'	101.04	341°00'00"	100.00
C3	100°00'	443.97	349°00'00"	443.97
C4	109°02'	328.51	341°00'00"	328.71
C5	109°02'	328.50	341°00'00"	328.30
C6	180°00'	23.86	N49°00'00"	23.87
C7	180°00'	23.86	N49°00'00"	23.87
C8	180°00'	23.86	N49°00'00"	23.87

ALTA/NSPS LAND TITLE SURVEY
 72.132 ACRES
 JAMES MANOR SURVEY NO. 40,
 ABSTRACT NO. 546 AND CALVIN BAKER
 SURVEY NO. 38, ABSTRACT NO. 58
 CITY OF MANOR, TRAVIS COUNTY, TEXAS



Kimley»Horn
 801 W. Loop #10, Suite 300 San Antonio, Texas 78210
 Tel. No. (210) 541-9100 www.kimleyhorn.com

Scale	Drawn By	Checked By	Date	Project No.	Sheet No.
1"=100'	JAB	JOM	11/19/2020	08204743	1 OF 2

CERTIFICATION, GENERAL NOTES, TITLE EXCEPTIONS, AND LEGAL DESCRIPTIONS ARE ON PAGE 2 OF 2.

Exhibit "A-4"
Peter A. Dwyer Land

Lot 1, Block R, Lagos Phase 4 and 5 Final Plat as recorded under Document Number 202200060 of the Official Public Records of Travis County, Texas.

Exhibit "B" Offsite Drainage Improvements

ENGINEER'S OPINION OF ESTIMATED CONSTRUCTION COSTS LAGOS DONATION AGREEMENT NO.: CS-20-DON-40372 NW CORNER FM973 AT PARSONS ST TRAVIS COUNTY, TEXAS								
PREPARED FOR:		Dwyer Realty Companies				DATE:		2/24/2022
PREPARED BY:		Kimley-Horn and Associates, Inc.						
ITEM NO.	S.P. NO.	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT	
TRAFFIC CONTROL PLAN								
0500 6001			MOBILIZATION	LS	1.0	\$ 8,234.90	\$ 8,234.90	
REMOVAL								
0104 6022			REMOVING CONC (CURB AND GUTTER)	LF	165.0	\$ 130.00	\$ 21,450.00	
0104 6036			REMOVING CONC (SIDEWALK OR RAMP)	SY	161.0	\$ 44.00	\$ 7,084.00	
ROADWAY								
0529 6008			CONC CURB & GUTTER (TY II)	LF	165.0	\$ 75.00	\$ 12,375.00	
0531 6001			CONC SIDEWALKS (4")	SY	161.0	\$ 160.00	\$ 25,760.00	
0531 6004			CURB RAMPS (TY 1)	EA	2.0	\$ 2,900.00	\$ 5,800.00	
SIGNING AND PAVEMENT MARKING								
0644 6001			IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	1.0	\$ 1,400.00	\$ 1,400.00	
0644 6076			REMOVE SM RD SN SUP&AM	EA	1.0	\$ 200.00	\$ 200.00	
SIGNALS								
0416 6030			DRILL SHAFT (TRF SIG POLE) (24 IN)	LF	6.0	\$ 380.00	\$ 2,280.00	
0690 6033			REMOVAL OF TRAFFIC SIGNAL POLE FND	LF	6.0	\$ 1,000.00	\$ 6,000.00	
			SIGNAL FOUNDATION ADJUSTMENTS-5%	LS	1.0	\$ 4,117.45	\$ 4,117.45	
TOTAL ITEMS COST							\$ 94,701.35	
CONTINGENCY 50%							\$ 47,350.68	
DESIGN FEE 10%							\$ 9,470.14	
TOTAL PROJECT COST							\$ 151,522.16	
<p>Total Project cost does not include preliminary engineering or technical services, utility relocations, acquisition of right-of-way, or construction engineering and administration.</p> <p>The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.</p>								

