

**CITY OF MANOR, TEXAS DEPOSIT AGREEMENT FOR THE  
PROPOSED WATER AND SEWER SERVICE TRANSFER AND AN EXCHANGE OF  
EXTRA-TERRITORIAL JURISDICTION FOR THE  
BLUE BLUFF PROJECT**

THIS DEPOSIT AGREEMENT (this “Agreement”) is made and entered into as of \_\_\_\_\_, 2023 by and between the **CITY OF MANOR, TEXAS** (the “City”) and **PLACEMKR, LLC**, a Texas limited liability company (including its Designated Successors and Assigns, the “Developer”), as the authorized agent for the owner of the property (the “Owner”) (the City and Developer collectively referred to as the “Parties”), with said property being generally as described in the attached “**Exhibit A**” (the “Property”).

WHEREAS, the City is the holder of a water Certificate of Convenience and Necessity (“CCN”), No. 10947 (pending Final Order Docket No. 54363), which includes a portion of the Property within its boundaries; and

WHEREAS, Austin Water is the holder of water CCN No. 11322, which includes a portion of the Property within its boundaries; and

WHEREAS, the City is the holder of sewer CCN No. 20378, which includes a portion of the Property within its boundaries; and

WHEREAS, Austin Water is the holder of sewer CCN No. 20636, which includes a portion of the Property within its boundaries; and

WHEREAS, the Developer intends to develop the Property within the extraterritorial jurisdiction of the City of Austin and desires to transfer the Property to the Austin Water CCN; and

WHEREAS, the Developer is coordinating with Austin Water to obtain water and wastewater service to the Property; and

WHEREAS, the Parties anticipate there to be an exchange of the Extra-Territorial Jurisdiction covering portions of the Property between the City and the City of Austin pursuant to future action by the cities’ respective City Councils (the “ETJ Transfer”); and

WHEREAS, the Developer is coordinating with the City and the City of Austin on the release of the sewer CCN;

WHEREAS, the Developer has agreed to advance moneys to be used by the City Manager of the City (the “City Manager”) to pay costs and expenses associated with retaining the Consultants (herein defined) to assist the City with the execution of a Water and Sewer Service Area Transfer Agreement with Austin Water and the ETJ Transfer (the “Transfer Agreement”) and approval by the Public Utility Commission of said Transfer Agreement and of the ETJ Transfer by the respective cities; and

WHEREAS, the Owner has signed an agent designation letter authorizing the Developer to act on its behalf and sign this Agreement; and

WHEREAS, the Parties hereto wish to enter into the Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Developer.

NOW THEREFORE, the Parties, for mutual consideration, agree as follows:

**SECTION 1. DEPOSITS.** The Developer shall deposit with the City the amount of \$20,000.00 (the “Moneys”) to the City Manager within five (5) business days after this Agreement is executed and delivered by the City, which Moneys shall be used by the City exclusively to pay costs generally described in Section 2 hereof. If the Moneys are not deposited in accordance with this Section 1, the City shall not proceed with seeking execution and approval of the Transfer Agreement. The City will notify the Developer if the costs generally described in Section 2 exceed or are expected to exceed \$20,000.00. The City will draw from the deposit for the Consultants fees and other fees related to the execution and approval of the Transfer Agreement (the “Consultants Deposit”). Whenever the account for the Consultants Deposit reaches a balance below \$2,000.00, the Developer shall deposit an additional \$5,000.00 within five (5) business days of notification by the City Manager (the “Additional Moneys”). If the Additional Moneys are not deposited in accordance with this Section 1, the City shall not proceed with the execution and approval of the Transfer Agreement. The City Manager shall cause all Moneys received from the Developer to be deposited into a separate account maintained by or at the direction of the City Manager and the Office of the City Director of Finance. All interest or other amounts earned on Moneys (if any) in such account shall be held in such account for the payment of Project Costs or otherwise applied as set forth in Section 3 hereof.

**SECTION 2. USE OF MONEYS ON DEPOSIT.** The City has engaged or will engage consultants, including but not limited to engineers and attorneys (collectively, “Consultants”). The Consultants will assist the City with execution and approval of the Transfer Agreement. The Consultants will be responsible to, and will act as consultants to, the City in connection with the execution and approval of the Transfer Agreement. The City Manager will use the Moneys to pay costs and expenses of the Consultants that are associated with or incidental to execution and approval of the Transfer Agreement (collectively, “Project Costs”). The scope of work and terms and conditions of the agreements for the Consultants are, or will be, set forth in agreements on file in the City Manager’s office. The City Manager may also use the Moneys for other direct City expenses relating to the execution and approval of the Transfer Agreement. The City Manager shall maintain records of the payment of all Project Costs and keep such records on file and available for inspection and review by the Developer in the City Manager’s office upon request by Developer. If the Developer objects to any portion of an invoice, the City and the Owner agree in good faith to attempt to resolve the dispute within a reasonable period of time.

**SECTION 3. UNEXPENDED MONEYS.** If proceedings for execution and approval of the Transfer Agreement are unsuccessful and are terminated or abandoned prior to the issuance of approval by the PUC, the City Manager shall transfer to the Developer all Moneys, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 1, exclusive of Moneys necessary to pay Project Costs or portions thereof that (i) have

been actually incurred and (ii) are due and owing as of the date of such termination or abandonment. Upon the successful approval by the PUC and resolution of the ETJ Exchange by the respective cities, the City shall return unexpended Moneys, and the interest thereon, if any, to Developer.

SECTION 4. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the City will execute any agreements, and the City expressly reserves the right to terminate or abandon the proceedings at any time, if in the City's sole discretion, it deems such termination or abandonment to be in the best interest of the City.

SECTION 5. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the Parties hereto.

*[signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above written.

CITY OF MANOR, TEXAS, a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DEVELOPER:

PLACEMKR, LLC,  
a Texas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A:**  
**Description of the Property**

*TRACT 1:*

*BEING A 64.134 ACRE TRACT OF LAND OUT OF THE JAMES MANOR 1280 ACRE ORIGINAL SURVEY IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THE REAL PROPERTY CONVEYED TO CAROL ANNE SCYRYVER, TRUSTEE OF THE RONALD BLOOM AND CAROL ANNE SCHRYVER LIVING TRUST, PER DEED RECORDED AS DOCUMENT NO. 2014012701 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.); SAID 64.134 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:*

*BEGINNING AT A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TEXAS & NEW ORLEANS RAILROAD (200 FOOT WIDE RIGHT-OF-WAY), AND AT THE MOST NORTHWESTERLY CORNER OF THE TRACT CONVEYED TO TEXAS WH200, LP, PER DEED RECORDED AS DOCUMENT NO. 2010177691, O.P.R.T.C.T., FOR THE NORTHWEST CORNER AND POINT OF BEGINNING HEREOF;*

*THENCE, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TEXAS & NEW ORLEANS RAILROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES:*

- 1. N84°52'28"E, A DISTANCE OF 980.75 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP AT THE BEGINNING OF A 1,661.85 FOOT RADIUS CURVE TO THE RIGHT;*
- 2. EASTERLY ALONG THE ARC OF SAID 1,661.85 FOOT RADIUS CURVE A DISTANCE OF 486.04 FEET THROUGH A CENTRAL ANGLE OF 16°45'26", AND A CHORD BEARING S87°56'27"E AND DISTANCE OF 484.31 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;*
- 3. S79°51'59"E, A DISTANCE OF 378.12 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TEXAS & NEW ORLEANS RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF BLUE BLUFF ROAD (RIGHT-OF-WAY WIDTH VARIES);*

*THENCE, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BLUE BLUFF ROAD, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:*

- 1. S07°47'03"W, A DISTANCE OF 502.07 FEET TO A 1/2-INCH IRON ROD FOUND;*
- 2. N82°31'58"W, A DISTANCE OF 44.58 FEET TO A 1/2-INCH IRON ROD FOUND;*
- 3. S07°45'23"W, A DISTANCE OF 91.84 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;*
- 4. S17°25'23"W, A DISTANCE OF 141.73 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;*
- 5. S23°40'23"W, A DISTANCE OF 556.10 FEET TO A 1/2-INCH IRON ROD FOUND;*
- 6. S66°10'06"E, A DISTANCE OF 44.76 FEET TO A 1/2-INCH IRON ROD FOUND;*
- 7. S23°42'15"W, A DISTANCE OF 608.99 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHERLY COMMON CORNER OF SAID TEXAS WH200, LP TRACT AND OF THE WESTERLY RIGHT-OF-WAY LINE OF BLUE BLUFF ROAD;*

*THENCE, ALONG THE NORTHERLY LINE OF SAID TEXAS WH200, LP TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:*

- 1. N62°34'25"W, A DISTANCE OF 1911.31 FEET TO A 1/2-INCH IRON ROD FOUND AT AN INTERIOR ELL CORNER OF SAID TEXAS WH200, LP TRACT;*
- 2. N27°49'45"E, A DISTANCE OF 925.22 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;*
- 3. N14°20'00"E, A DISTANCE OF 103.86 FEET TO THE POINT OF BEGINNING, AND CONTAINING 64.134 ACRES OF LAND, MORE OR LESS.*

TRACT 2:

BEING A 83.919 ACRE TRACT OF LAND OUT OF THE JAMES MANOR 1280 ACRE ORIGINAL SURVEY, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THE REAL PROPERTY CONVEYED TO CAROL ANNE SCYRYVER, TRUSTEE OF THE RONALD BLOOM AND CAROL ANNE SCHRYVER LIVING TRUST, PER DEED RECORDED AS DOCUMENT NO. 2014012701 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.); SAID 83.919 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TEXAS & NEW ORLEANS RAILROAD (200 FOOT WIDE RIGHT-OF-WAY) AT THE MOST NORTHERLY CORNER OF THE CALLED 6.0 ACRE TRACT CONVEYED TO TRAVIS COUNTY PER DEED RECORDED IN VOLUME 9651, PAGE 384 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.), FOR THE NORTHEAST CORNER AND POINT OF BEGINNING HEREOF;

THENCE, ALONG THE WESTERLY LINE OF SAID CALLED 6.0 ACRE TRACT, S00°41'44"W, A DISTANCE OF 720.62 FEET TO A 1/2-INCH IRON ROD WITH "TRAVIS COUNTY SURVEY" CAP FOUND AT THE NORTHERLY COMMON CORNER OF SAID CALLED 6.0 ACRE TRACT AND OF THE CALLED 6.104 ACRE TRACT CONVEYED TO TRAVIS COUNTY PER DEED RECORDED AS DOCUMENT NO. 2015123189, O.P.R.T.C.T.;

THENCE, ALONG THE NORTHERLY AND THEN THE WESTERLY LINE OF SAID CALLED 6.104 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. S45°15'06"W, A DISTANCE OF 229.66 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;
2. S00°20'16"E, A DISTANCE OF 1,660.42 FEET TO A 1/2-INCH IRON ROD WITH "TRAVIS COUNTY SURVEY" CAP FOUND ON THE NORTHEASTERLY LINE OF THE TRACT CONVEYED TO HEART OF MANOR, L.P. PER DEED RECORDED AS DOCUMENT NO. 2007037703, O.P.R.T.C.T.;

THENCE, ALONG THE NORTHEASTERLY LINE OF SAID HEART OF MANOR, L.P. TRACT, N62°34'25"W, A DISTANCE OF 2,114.48 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHERLY COMMON CORNER OF SAID HEART OF MANOR, L.P. TRACT AND OF THE EASTERLY RIGHT-OF-WAY LINE OF BLUE BLUFF ROAD;

THENCE, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF BLUE BLUFF ROAD, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. N23°42'04"E, A DISTANCE OF 1177.03 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;
2. N16°51'03"E, A DISTANCE OF 159.12 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;
3. N07°47'03"E, A DISTANCE OF 601.24 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TEXAS & NEW ORLEANS RAILROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF BLUE BLUFF ROAD;

THENCE, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TEXAS & NEW ORLEANS RAILROAD, S79°51'59"E, A DISTANCE OF 1460.99 FEET TO THE POINT OF BEGINNING, AND CONTAINING 83.919 ACRES OF LAND, MORE OR LESS.