

**DEVELOPMENT AGREEMENT  
FOR THE MANOR DOWNS COMMERCE CENTER DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT FOR THE MANOR DOWNS COMMERCE CENTER DEVELOPMENT (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between **DG MANOR DOWNS PROPERTY OWNER, L.P.**, a Delaware limited partnership (including its successors and assigns, the “Owner”), and the **CITY OF MANOR, TEXAS**, a Texas home-rule municipal corporation (the “City”). The City and Owner are herein sometimes referred to as a “Party” and collectively as the “Parties.”

**RECITALS:**

A. Owner owns 146.920 acres of land, more or less, located in Travis County, Texas, being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes (the “Property”). The Property is located within the extraterritorial jurisdiction (“ETJ”) of the City.

B. Owner intends to develop and improve, in one or more phases, the Property as an industrial development as conceptually shown in Exhibit “B” (the “Project”).

C. Prior to the Effective Date of this Agreement, Owner submitted an annexation petition and a zoning application for Light Industrial (“IN-2”) 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 is contemplated to be zoned IN-2 in accordance with the terms and conditions contained in this Agreement, and the Code Modifications, as defined herein.

D. The City holds a Certificate of Convenience and Necessity for sewer service issued by the Texas Commission on Environmental Quality (the “TCEQ”) or a predecessor agency, recognizing the City’s right to provide retail sewer service to the Property.

E. Upon a successful approval of a Transfer Agreement, as defined herein, with the Public Utilities Commission (“PUC”), the City shall be the exclusive retail provider of wastewater service to the Property.

F. This Agreement is entered pursuant to the laws of the State of Texas, the City Charter of the City (“City Charter”), and the City Code of Ordinances (“Code”).

G. The Parties desire to establish certain standards, restrictions, and commitments to be imposed and made in connection with the development of the Property for a period of years as provided in this Agreement.

**AGREEMENT:**

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

ARTICLE I  
INCORPORATION OF RECITALS; TERM

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

1.2 Term.

(a) The term of this Agreement shall commence on the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate on the later of (i) thirteen (13) years from the Effective Date or (ii) issuance of the final certificate of occupancy for the final structure in the Project.

(b) The Parties further mutually agree that this Agreement shall be in full force and effect as of the Effective Date until the termination date, provided that the City may terminate this Agreement in accordance with Section 7.2.

ARTICLE II  
BENEFITS; SEQUENCE OF EVENTS

2.1. General Benefits. Owner will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the services that will be made available to the Property pursuant to the terms of this Agreement. Upon a successful approval of a Transfer Agreement, as defined herein, with the PUC, the City will provide wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City subject to the terms and conditions contained herein. Owner has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; (b) the establishment of regulations applicable to the development of the Property; (c) the wastewater services that will be made available to the Property pursuant to the terms of this Agreement; and (d) the concurrent review of the plats, plans. The City will benefit from this Agreement by virtue of its ability to annex the Property into its full purpose jurisdiction and control over the development standards for the Property, by virtue of the dedication of right-of-way and construction of certain roadways that will help ease traffic congestion, and by virtue of the extension of its 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.

2.2. 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 zoning ordinance;

- (b) Approval of this Agreement by the City and the Owner;
- (c) Approval of the Chapter 380 agreement; and
- (d) Submittal and concurrent review of concept plan, preliminary plat(s), final plat(s) and subdivision construction plans for the Property.

ARTICLE III  
OBLIGATIONS AND CONDITIONS

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

(a) Complete City staff review and schedule for approval the concept plan, preliminary plats, final plats, and construction plans for the Project, subject to the Owner timely submitting applications and responding to comments, as further described and agreed to in Section 4.6.

3.2. Owner's Obligations. The Owner shall:

(a) Use its best efforts, in good faith, to submit the concept plan, preliminary plats, final plats, and construction plan applications, as may be required, to the City and respond to City comments;

(b) Develop the Property and construct all infrastructure required for the proposed uses in compliance with the Applicable Rules, as defined herein;

(c) 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 wastewater impact, tap and use fees, with the Owner, its grantees, successors and assigns agreeing that the City's fees and charges currently provided for in the Applicable Rules may be amended by the City from time to time; and

(d) 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.

ARTICLE IV  
DEVELOPMENT OF THE PROPERTY

4.1. Applicable Rules.

(a) The Property shall be developed in compliance with the Applicable Rules and this Agreement, as it may be amended from time to time, and good engineering practices.

(b) If there is any conflict between the Project Approvals, as defined herein and the City Development Rules, as defined herein, the Project Approvals shall prevail. If there is a conflict between this Agreement and the City Rules, this Agreement shall prevail, except that this Agreement does not supersede any City Charter provisions.

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

- (i) “Applicable Rules” means the City Rules 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.
- (ii) “City Rules” means the City’s Charter, ordinances, rules, and regulations (including the City Development Rules).
- (iii) “City Development Rules” means ordinances, rules and regulations governing subdivision, land use, site development, and building and utility construction that apply to the Property, and that are in effect on the Effective Date, as modified by the code modifications attached hereto as Exhibit “C” (“Code Modifications”), with amendments to such regulations applicable to the Property under Chapter 245, Texas Local Government Code and as provided herein.
- (iv) “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 Property, including the plat approval, site development plans, and building permits.

4.2. Phased Development. The Project may be developed in phases over time. Owner may change the phase of development from time to time in response to market conditions or other factors. Phases may be developed concurrently.

4.3. Zoning. An application for zoning of the Property to “IN-2” has previously been submitted to the City. It is the intent of the Owner to have the City zone the Property “IN-2” pursuant to a zoning 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 that is subsequently approved for the Property shall allow the Property (or such applicable portion thereof) to be developed in accordance with terms and conditions of this Agreement.

4.4. Design Requirements. The façades for structures located on the Property shall be the same or similar as the façades shown in Exhibit “G”.

4.5. Land Use/Regulations. All development within the Property shall generally comply with: (a) the City Code, unless otherwise stipulated or modified herein or listed on Exhibit “C” attached hereto; and (b) the terms and conditions of this Agreement, including any Exhibits attached hereto.

4.6. Timing of Platting. The Owner 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), and final plat(s). Upon each submittal, the City shall have thirty (30) days to respond to the Owner 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 ordinances and subdivision regulations.

4.7 Outdoor Lighting. Article 15.05, Code of Ordinances shall apply to the Property, as may be modified by this Agreement.

4.8 Parkland. Owner shall dedicate and convey approximately 9.05 acres of parkland to the City by deed, in a form acceptable to the City, upon City's approval of the final plat for the Project or the Phase 1 of the Project as more particularly described and depicted in Exhibit "D" (the "Parkland"). Owner agrees to pay for all the costs associated with grading the portions of the Parkland in accordance with the grading plans submitted to the City as further provided in Section 4.15 below. City shall design, bid, and manage construction of the Parkland Improvements selected by the City. The City and Owner acknowledge that Owner will dedicate drainage and utility easements within the Parkland prior to dedication and conveyance of the Parkland to the City.

4.9 Jurisdictional Waters of the US; Wetlands. Owner submitted to the City that certain Memorandum of Findings dated November 19, 2024 for the Property which includes the Approved Jurisdictional Determination Report dated April 30, 2021 as Appendix A ("Jurisdictional Report"). City acknowledges that based on the Jurisdictional Report there are no Jurisdictional Waters of the US or wetlands on the Property.

4.10 Cut and Fill. City agrees that Owner shall not be restricted to any amounts of cut and fill requirements to develop the Property based on the determination that work conducted on the Property does not include Jurisdictional Waters of the US or wetlands.

4.11 Floodplain Delineation. The City recognizes Federal Emergency Management Agency ("FEMA") defined floodplains. Per the current FEMA Flood Map applicable to the Property attached as Exhibit "E" ("FEMA Flood Map"), there is no FEMA defined floodplain on the Property. Therefore, delineation of floodplain per City of Austin Drainage Criteria Manual Section 1.2.6 shall not be required for the Project. The FEMA Flood Map shall be applicable to the design and development of the Project.

4.12 Structural Water Quality Controls. The City does not require the use of permanent structural water quality controls for the treatment of storm water runoff. Accordingly, all references to permanent structural water quality controls in the City of Austin Drainage Criteria Manual shall not be applicable to the Project.

4.13 Traffic Impact Analysis. The Parties agree that a traffic impact analysis ("TIA") shall not be required by City for the Project.

4.14 Connector Road. Owner shall dedicate the North-South connector road to City after completion and acceptance of the road by City; and by final plat for the Project.

4.15 Grading. The City agrees to review and approve Owner's grading plan no later than ninety (90) days after the submittal of Owner's grading plan to the City. Owner agrees

to include the Parkland for grading as part of Owner's grading plan as approved by City Engineering prior to any construction on the Property. Owner further agrees to complete the grading of the Parkland prior to conveyance to the City.

4.16 Drainage Easement. The City agrees to release, to the extent City has the legal ability to do so, any interest it has to enforce that certain Drainage Easement of record in Document No. 2004163233, of the Official Property Records of Travis County, Texas; and that certain Drainage Easement of record in Document No. 2000100887, of the Official Property Records of Travis County, Texas (the "Drainage Easements") no later than ninety (90) days after assignments of the Drainage Easements from the City of Austin, Texas are recorded with Travis County.

## ARTICLE V UTILITIES (WASTEWATER)

### 5.1 Wastewater Service.

(a) Transfer Agreement. Owner will negotiate and finalize a transfer agreement between the City of Austin, Texas ("Austin") and the City to transfer the Property from Austin's CCN to the City's CCN pursuant to and in accordance with Texas Water Code Section 13.248 in a form acceptable and approved by the City ("Transfer Agreement"). The Owner shall thereafter submit to the PUC and diligently pursue obtaining approval of the Transfer Agreement for the Property on behalf of Austin and City. The Owner shall be responsible for any and all costs of obtaining the Transfer Agreement and the PUC approval.

(b) City Service. Upon approval of the Transfer Agreement by the PUC, City agrees to provide continuous and adequate wastewater service to the Property.

(c) Reimbursement of Wastewater Impact Fees. City and Owner anticipate that Owner shall be reimbursed for wastewater Impact Fees paid by Owner to the City pursuant to the terms of a Chapter 380 Agreement between Owner and the City.

### 5.2 Wastewater Infrastructure.

(a) Wastewater Service Construction Obligations. Owner shall be responsible for the engineering and construction of all wastewater lines, infrastructure and facilities necessary to serve the Property as depicted in Exhibit "F" (the "Wastewater Infrastructure"). City acknowledges that minor changes to the location and alignment of the Wastewater Infrastructure as approximately depicted in Exhibit F may be necessary. Owner shall submit construction plans for the Wastewater Infrastructure to the City for review and approval; and will fund, and pay for the design, construction and installation of the Wastewater Infrastructure in accordance with the approved construction plans, applicable local, state, and federal regulations, and good design and engineering practices. The Wastewater Infrastructure may be constructed in one or more phases as mutually agreed upon by the City and Owner. Owner will obtain City acceptance of the Wastewater Infrastructure in accordance with the procedures and time frames set forth in the City's Subdivision Ordinance for each phase of the Wastewater Infrastructure, when completed.

(b) Use of City Property and Easements.

1. During the design phase, the City shall identify any wastewater easements on the Property required to be conveyed to the City so long as the easement locations do not materially affect the Project. The Developers shall convey to the City at no cost to the City the easements reasonably required and to the extent possible, free and clear of all liens and encumbrances, within thirty (30) days of written request by the City, using forms acceptable to the City. City and Owner acknowledge that the wastewater easement anticipated to be conveyed to the City by Owner shall be subordinated to the following easements: (a) an Austin Water Utility easement; (b) a Bluebonnet Electric Cooperative easement; and (c) a Manville Water Supply Corporation easement.

2. Easements associated with the Project are necessary and required by the City for the City to provide wastewater service to the Property and for the Owner to comply with the City regulations and obtain approval for the development of the Property. The City agrees to cooperate and support Owner's acquisition of necessary easements from third parties. Owner is responsible for negotiating acquisition of and payment of costs associated with the easement with the appropriate property owner(s). The Owner shall convey to the City at no cost to the City the easements reasonably required for the Project free and clear of all liens and encumbrances. If Owner is unable to obtain any necessary easements, Owner 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, Owner shall be responsible for all costs associated with the easement acquisition.

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

ARTICLE VI  
AUTHORITY; COVENANTS; PROPERTY RIGHTS

6.1 Powers.

(a) The City hereby represents and warrants to Owner 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 Owner hereby represents and warrants to the City that Owner 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 Owner. Concurrently with Owner's execution of this Agreement, Owner 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 Owner to do so. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Owner, and is enforceable in accordance with its terms and provisions.

## ARTICLE VII GENERAL PROVISIONS

7.1 Time of the Essence. Time is of the essence in all things pertaining to the performance of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

### 7.2 Default.

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

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

7.3 Personal Liability of Public Officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.



7.4 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed by registered or certified mail, return receipt requested, or personally delivered to an officer of the receiving party at the following addresses:

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

with a copy to:                The Knight Law Firm, LLP  
Attn: Paige H. Saenz/Veronica Rivera  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752

If to the Owner:                DG Manor Downs Property Owner LP  
Attn: Tim Kraftson  
Development Manager-Central Region  
Dalfen Industrial  
17304 Preston Road, Suite 550  
Dallas, Texas 75252

with a copy to:                DG Manor Downs Property Owner LP  
Attn: Joseph Walker  
General Counsel and Chief Compliance Officer  
Dalfen Industrial  
17304 Preston Road, Ste. 550  
Dallas, Texas 75252

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when deposited with the United States Postal Service, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, an authorized officer of the City or the Owner, as the case may be.

7.5 Development Approvals. In addition to any other remedies set forth herein, if the Owner fails to make any payments to the City required in this Agreement, the City may withhold development approvals for the Development until such payment has been made.

7.6 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

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

7.8 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. 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.

7.9 Force Majeure.

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

(b) 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.

(c) 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.

7.10 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. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Owner hereby waives any and all claims or causes of action against the City Owner may have for or with respect to any duty or obligation undertaken by Owner pursuant to this Agreement, including any benefits that may have been otherwise available to Owner but for this Agreement.

7.11 Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore,

in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

7.12 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.

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

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

7.15 Beneficiaries. This Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assigns.

7.16 Agreement Binds Succession and Runs with the Land. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and owners of land within the Property. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots, except the design and land use regulations contained in Article IV and as otherwise expressly set forth in this Agreement.

7.17 Assignment.

(a) This Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to an affiliate of Owner without the consent of the City, provided that the assignee assumes all of the obligations of Owner hereunder. If either Owner assigns this Agreement and its obligations and rights under this Agreement to an affiliate or related entity, the Owner will be released on the date of the assignment from any further obligations under this Agreement provided the City is given notice of the assignment within thirty (30) days after the assignment is made by Owner.

(b) The assignment of this Agreement or of Owner's interests, rights or duties in this

Agreement to any one (1) or more purchasers of all or part of the Property that is not an affiliate or related entity of Owner must first be approved and consented to by the City Council of the City, which consent shall not be unreasonably withheld or delayed provided such party agrees in writing to assume all of Owner's duties, obligations, and liabilities so assigned hereunder. Owner will not be released from its obligations under this Agreement if the City objects to the assignment as described above and such objections are not resolved by and between Owner and the City; provided, however, the City shall not unreasonably withhold Owner's release from its obligations under this Agreement.

(c) Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City.

(d) The mere conveyance or sale of a lot or any portion of the Property without a written assignment of the rights of the Owner shall not constitute an assignment or transfer of the rights or obligations of Owner hereunder that would necessitate obtaining the consent of the City Council, as provided above.

7.18 Exhibits, titles of articles, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

7.19 Applicable Law. This Agreement is a contract made under and shall, be construed in accordance with and governed by the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the Texas State District Courts of Travis County, Texas or the United States District Court for the Western District of Texas.

7.20 Entire Agreement. This written agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

7.21 No Waiver of City Standards. Except as may be specifically provided in this Agreement, the City does not waive or grant any exemption to the Property or the Owner with respect to City Rules.

7.22 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

7.23 Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

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

7.25 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 Owner represent that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

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

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

7.28 Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Owner hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in

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

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

- Exhibit A – Property Description
- Exhibit B – Project Plan
- Exhibit C – Code Modifications
- Exhibit D – Parkland
- Exhibit E – FEMA Flood Map
- Exhibit F – Wastewater Infrastructure
- Exhibit G – Façades Renderings

*[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 \_\_\_\_\_, 2025, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**OWNER:**

**DG MANOR DOWNS PROPERTY OWNER, L.P.,**  
a Delaware limited partnership

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

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

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

**THE STATE OF TEXAS           §**

**COUNTY OF \_\_\_\_\_ §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2025,  
by \_\_\_\_\_, \_\_\_\_\_ of DG Manor Downs Property Owner, L.P., a Delaware  
limited partnership, on behalf of said partnership.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_



EXHIBIT "A"

PROPERTY DESCRIPTION

[see attached]

**FIELD NOTES DESCRIPTION**

DESCRIPTION OF A TOTAL AREA OF 146.920 ACRES (6,399,812 SQ. FT.) TRACT OF LAND, SITUATED IN THE JOSIAH WILBERGER SURVEY NO. 42, ABSTRACT NO. 794, ELIZABETH STANDIFORD SURVEY NO. 43, ABSTRACT NO. 696, ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, JAMES GILLELAND SURVEY NO. 41, ABSTRACT NO. 305, AND SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, ALL OF TRAVIS COUNTY, TEXAS; BEING ALL OF A CALLED 146.9437 ACRE TRACT IN A DEED TO DG MANOR DOWNS PROPERTY OWNER, L.P., OF RECORD IN DOCUMENT NO. 2021159618, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), AND ALSO BEING A PORTION OF TRACT 1, A CALLED 25.08 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MANOR DOWNS EAST, LLC, RECORDED IN DOCUMENT NO. 2021159620, O.P.R.T.C.TX.; SAID 146.920 ACRES (6,399,812 SQ. FT.) AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING EXHIBIT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found on the east line of a called 125.80 acre tract of land, in a deed to Gregg Manor Owner, LLC, recorded in Document No. 2021258342, O.P.R.T.C.TX., for the southwest corner of a called 13.918 acre tract of land, described in a deed to Sarvi, LLC, recorded in Document No. 2004197709, O.P.R.T.C.TX., same being the northwest corner of said 146.9437 acre tract and of the tract described herein;

**THENCE S 61° 59' 41" E**, with the common line of said 146.9437 acre tract and said 13.918 acre tract, a distance of **911.72 feet** to a 1/2-inch iron rod found, for the southeast corner of said 13.918 acre tract, same being the southwest corner of a called 247.50 acre tract of land, described in a deed to Sarvi, LLC, recorded in Document No. 2004197709, O.P.R.T.C.TX.;

**THENCE S 62° 04' 19" E**, with the common line of said 146.9437 acre tract and said 247.50 acre tract, a distance of **2,865.81 feet** to a 1/2-inch iron rod found on the west line of a called 81.726 acre tract of land, in a deed to Yajat, LLC recorded in Document No. 2005143055, O.P.R.T.C.TX., for the southeast corner of said 247.50 acre tract, same being the northeast corner of said 146.9437 acre tract and of the tract described herein;

**THENCE S 27° 10' 47" W**, with the common line of said 146.9437 acre tract and said 81.726 acre tract, a distance of **525.18 feet** to a 1/2-inch iron rod found, for the southwest corner of said 81.726 acre tract, same being the northwest corner of said 25.08 acre tract;

**THENCE S 72° 08' 25" E**, with the common line of said 81.726 acre tract and said 25.08 acre tract, a distance of **938.20 feet** to a 1/2-inch iron rod found, for the northwest corner of a called 24.810 acre tract of land, in a deed to CH DOF I-Rangewater MF Austin Manor, LP, recorded in Document No. 2022094205, O.P.R.T.C.TX., same being the southeast corner of said 81.726 acre tract, also being the northeast corner of said 25.08 acre tract;

**THENCE S 27° 30' 51" W**, with the common line of said 25.08 acre tract and said 24.810 acre tract, a distance of **26.37 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner;

**THENCE N 72° 08' 25" W**, over and across said 25.08 acre tract, a distance of **961.15 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner;

**THENCE S 27° 13' 57" W**, continuing over and across said 146.9437 acre tract, a distance of **1,069.42 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner in the existing right-of-way of Hill Lane (a variable width right-of-way), for the southeast corner of the tract described herein, from which a 3/8-inch iron rod found for the southeasterly corner of said 146.9437 acre tract and for the southwesterly corner of said 25.08 acre tract bears, S 62° 46' 03" E, a distance of 22.77 feet;

**THENCE** with the existing right-of-way of said Hill Lane, with the south line of said 146.9437 acre tract, the following nine (9) courses and distances:

- 1) **N 62° 46' 03" W**, a distance of **430.38 feet** to a 1/2-inch iron rod stamped "DIAMOND" found,
- 2) **N 62° 51' 02" W**, a distance of **1,188.71 feet** to a nail found,
- 3) **N 61° 39' 58" W**, a distance of **883.06 feet** to a 3/8-inch iron rod found,
- 4) **N 69° 54' 56" W**, a distance of **140.88 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set,
- 5) **N 69° 53' 02" W**, a distance of **305.41 feet** to a 1/2-inch iron rod found,
- 6) **N 70° 03' 47" W**, passing at a distance of 470.24 feet a 1/2-inch iron rod stamped "DIAMOND" found, and continuing for a total distance of 673.73 feet to a 1/2-inch iron rod with an illegible cap found,
- 7) **N 71° 34' 46" W**, a distance of **223.77 feet** to a 1/2-inch iron rod with an illegible cap found,
- 8) **S 30° 37' 43" W**, a distance of **0.61 feet** to a calculated point, and
- 9) **N 70° 50' 01" W**, a distance of **30.60 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set on the east line of said 125.80 acre tract, for the southwest corner of said 146.9437 acre tract and of the tract described herein;

146.920 acre (6,399,812 sq. ft.)

Job No. 070422-01-001

Travis County, Texas

Page 3 of 3

FN2891

**THENCE N 30° 38' 51" E**, with the common line of said 146.9437 acre tract and said 125.80 acre tract, a distance of **1,839.93 feet** to the **POINT OF BEGINNING**, containing 146.920 acres of land.

Bearings, distances, and acreage are surface, NAD83 State Plane Coordinate System, Texas Central Zone 4203. Utilizing a grid to surface scale factor of 1.00010 and scaled about 0.0.

THE STATE OF TEXAS        §  
   §        KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF TRAVIS        §

That I, Daniel Cogburn, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during March 2024, under my direction and supervision.

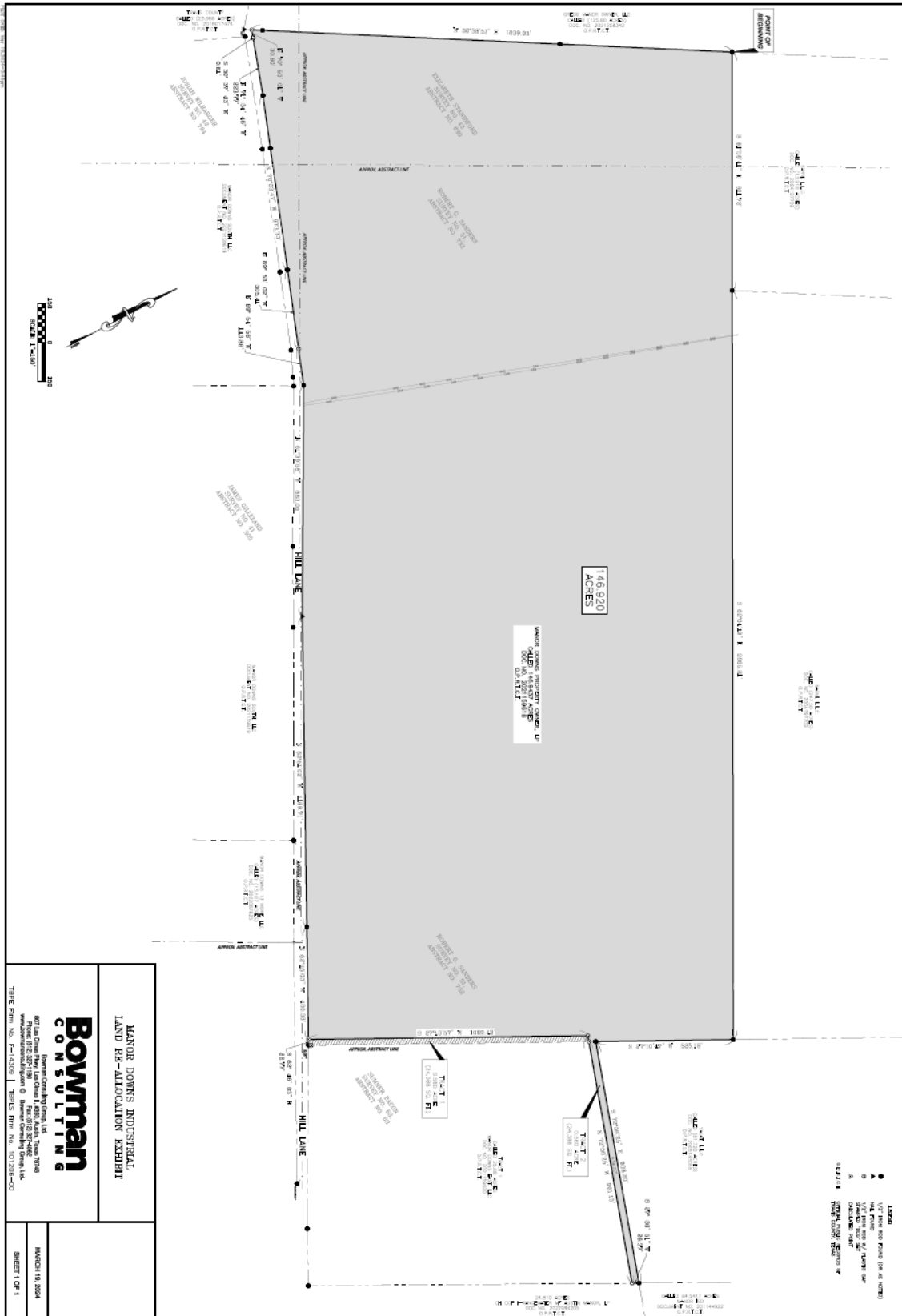
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 19th day of March 2024 A.D.

*Daniel Cogburn*        3/19/2024

Bowman Consulting Group, Ltd.  
Austin, Texas 78746

\_\_\_\_\_  
Daniel Cogburn  
Registered Professional Land Surveyor  
No. 6894 – State of Texas





**LANDOR DOWNS INDUSTRIAL  
 LAND RE-ALLOCATION EXHIBIT**

**Bowman  
 CONSULTING**

Professional Consulting Engineers, Architects, Surveyors  
 807 LA CROSSE AVENUE, SUITE 200  
 FARGO, ND 58103-1908 | PHONE: 701.785.2376  
 WWW.BOWMANCONSULTING.COM | FAX: 701.785.2378

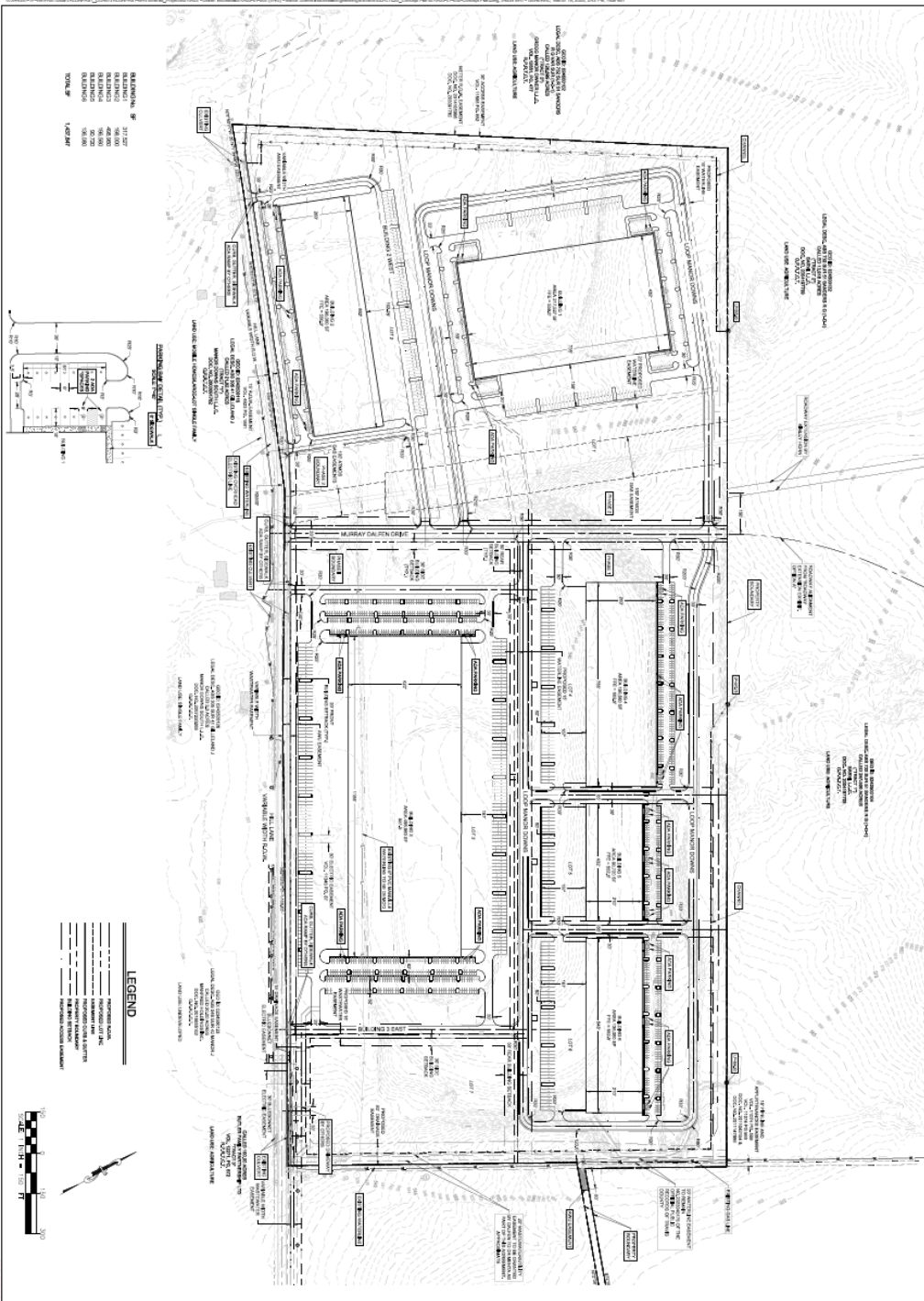
TYPE PLAN NO. P-14309 | TRS PLAN NO. 10204-00

DATE: MARCH 19, 2004

SHEET 1 OF 1

# EXHIBIT "B"

## PROJECT PLAN



<p>01 OF 01</p>	<p><b>CONCEPT PLAN</b></p> <p>PROJECT NAME PROJECT STREET ADDRESS PROJECT CITY, STATE, ZIP</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISIONS			NO.	DESCRIPTION	DATE										<p><small>© 2024 Bowman Consulting Group, Inc. 1385 First Presbyterian Way, #1100 Boulder, CO 80502 Phone: (303) 440-1100 Fax: (303) 440-1100 www.bowman.com</small></p>
REVISIONS																		
NO.	DESCRIPTION	DATE																

EXHIBIT “C”

CODE MODIFICATIONS

- Opaque walls shall not be required
- Overhead doors shall be permitted to front or face a public right-of-way or a public street without the requirement of wall or fence screening
- Loading docks shall be permitted to front or face public right-of way, a public street, a major drive aisle or a patron parking lot without the requirement of wall or fence screening
- A landscape planting bed shall not be required anywhere along building façades

# EXHIBIT "D"

## PARKLAND

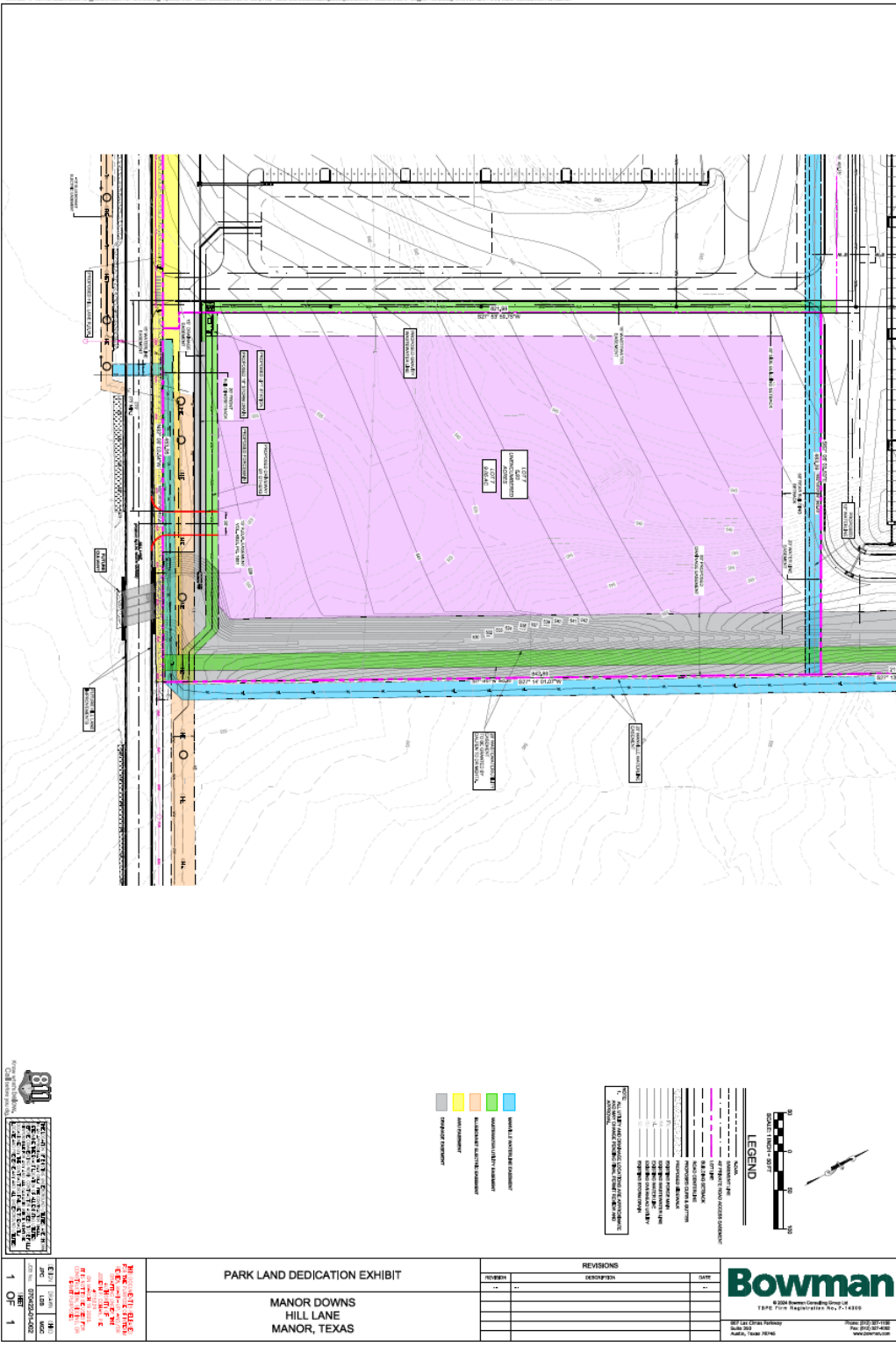






EXHIBIT "F"

WASTEWATER INFRASTRUCTURE



MANOR DOWNS - OFFSITE FORCEMAIN  
CONCEPTUAL DESIGN

Manor, Texas  
January 2025

2025-01-27 10:00 AM  
100% DESIGN  
100% DESIGN  
100% DESIGN



EXHIBIT "G"

FAÇADE RENDERINGS





