

ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT
FINANCING AGREEMENT

BETWEEN

LAS ENTRADAS DEVELOPMENT CORPORATION

AND

CITY OF MANOR, TEXAS

**ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT
FINANCING AGREEMENT**

This EntradaGlen Public Improvement District Financing Agreement (“**Agreement**”), dated as of _____, 2025, (“**Effective Date**”), is entered into among Las Entradas Development Corporation, a Texas corporation (including its Designated Successors and Assigns, collectively “**Owner**”), and the City of Manor, Texas, a Texas municipal corporation (“**City**”), acting by and through its authorized representative (collectively, “**Parties**”). Unless otherwise defined herein, capitalized terms used herein are set forth in Exhibit “A”, attached hereto, and made a part hereof and in the Service and Assessment Plan.

Recitals:

WHEREAS on July 18, 2018, the City Council for the City (“**City Council**”) passed and approved Resolution No. 2018-06 (the “**Creation Resolution**”) authorizing the formation of the EntradaGlen Public Improvement District (the “**Original District**”), in accordance with Chapter 372 of the Local Government Code (the “**PID Act**”), covering approximately 318.390 contiguous acres within the City’s corporate limits, which land is described in the Creation Resolution;

WHEREAS, the City Council, in order to adjust the boundaries of the District, dissolved the Original District and created a new EntradaGlen Public Improvement District (collectively with the Original District, the “**District**”) on December 2, 2020, pursuant to City resolution 2020-16 in accordance with the PID Act;

WHEREAS, the Owner and the City entered into that certain “Development Agreement (EntradaGlen)” having an effective date of July 7, 2021, which was amended by that certain “First Amendment to Development Agreement (EntradaGlen)”, having an effective date of June 15, 2022, and by that certain “Second Amendment to Development Agreement (EntradaGlen)”, having an effective date of November 16, 2022 (the original agreement, together with the amendments, the “**Development Agreement**”) pertaining to the development of the approximately 318.390 acres comprising the District and described in Exhibit “B-1” hereto (the “**Property**”) (the development of the Property, the “**Project**”);

WHEREAS, pursuant to the terms of this Agreement, the City has agreed to allow financing of certain public improvements that will confer special benefits to the Property under the authority established in the PID Act and which will be conveyed to the City;

WHEREAS, on April 17, 2024, the City and the Owner entered into that certain “Reimbursement Agreement EntradaGlen Public Improvement District,” as authorized by Section 372.023(d)(1) of the PID Act (the “**Reimbursement Agreement**”);

WHEREAS, pursuant to the terms of this Agreement, the City has agreed that the Authorized Improvements provide a special benefit to the City;

WHEREAS, contemporaneously herewith the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), at the request, and with the consent, approval, and agreement of, the Owner, adopt a form of the Service and Assessment Plan that provides for the construction and financing of certain public improvements conferring special benefits within the District pursuant to the Service and Assessment Plan, payable in whole or in part, by and from Assessments levied against Property;

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement) levy Assessments on all or a portion of the Property and issue bonds in one or more series for payment of costs associated with construction and/or acquisition of the Authorized Improvements included in the Service and Assessment Plan, as such plan may be amended from time to time; and

WHEREAS, the Assessments levied against each Assessed Property shall not exceed the Maximum Assessment;

WHEREAS, the City agrees to pay or reimburse the Owner for the Actual Costs of the Authorized Improvements from the proceeds of PID Bonds or Assessment Revenues derived from levy of Assessments on Property in accordance with the terms and provisions of this Agreement. Subject to the limitations of the PID Act and the City Charter of the City (the “**City Charter**”), the City has the authority to issue, from time to time, one or more series of PID Bonds, the proceeds of which will be used to pay the costs of Authorized Improvements, or Segments thereof, including indebtedness to pay capitalized interest; and

WHEREAS, the City has determined that it is in its best interests to contract with the Owner for the construction of the Authorized Improvements, which will result in the efficient and effective implementation of the Service and Assessment Plan.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE I. SCOPE OF AGREEMENT

Section 1.01. Definitions.

Definitions used herein are set forth in Exhibit “A”, attached hereto and made a part hereof.

Section 1.02. Overview of Agreement

This Agreement establishes provisions for the apportionment, levying, and collection of Special Assessments on the Property (Article II), the construction of Authorized Improvements to be acquired by the City (Article III), the payment of Authorized Improvements within the District (Article IV), the issuance of bonds for the financing of the Authorized Improvements (Article V), representations, warranties, and indemnification (Article VI), default and remedies (Article VII), and general provisions (Article VIII).

ARTICLE II. APPORTIONMENT, LEVY, AND COLLECTION OF ASSESSMENTS

Section 2.01. Preliminary Matters

(a) The recitals set forth in the preamble of this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

(b) On July 18, 2018, and December 2, 2020, the City approved resolutions authorizing the formation of the District. The District includes all of the Property.

(c) The Property may be developed in phases. It is anticipated that some Authorized Improvements will be constructed that benefit one or more than one Future Improvement Area. As a result, Assessments will be levied only on Improvement Areas from time to time as the development in the District progresses. As such, it is currently contemplated that there may be bonds issued for Improvement Area #1 and Future Improvement Areas (both as further defined in Exhibit "A").

(d) The Owner acknowledges and agrees that a Service and Assessment Plan must meet the requirements of Texas Local Government Code Sections 372.013 and 372.014 and be presented to the City Council for review and approval prior to Assessments being levied and PID Bonds being issued. A Service and Assessment Plan will be modified as required to comply with the requirements of the PID Act and the Texas Attorney General's Office. The annual indebtedness defined by the Service and Assessment Plan shall be consistent with the terms for the issuance of PID Bonds as set forth in this Agreement. Thereafter, the Service and Assessment Plan will be updated and amended by the City or its Administrator at least once per year, and submitted for the City Council's review and approval. Notwithstanding the above, it is understood and acknowledged by the Parties that the Assessments associated with the initial PID Bonds are the only Assessments that can currently be addressed with reasonable certainty in a Service and Assessment Plan. As a result, the Service and Assessment Plan will need to be amended over time as Future Improvement Areas are developed (and applicable PID Bonds are issued) in accordance with the terms set forth in this Agreement.

(e) Assessments on any portion of the Property will bear a direct proportional relationship to and be less than or equal to the special benefit of the Authorized Improvements within the District (or specific Improvement Area, as applicable).

(f) Assessments on any portion of the Property may be adjusted in connection with subsequent PID Bond issues or otherwise so long as the Assessments are determined in accordance with the PID Act and the Service and Assessment Plan, and do not impair the contractual rights of the holders of any outstanding PID Bonds.

(g) The Property may also be subject to an Owners Association assessment.

(h) Promptly following submission to the City of a Service and Assessment Plan (or any subsequent amendment or supplement to the Service and Assessment Plan) acceptable in form and substance to the City and to the Owner with respect to the matters therein that require approval by the Owner as provided in this Agreement, the City Council shall consider an Assessment Ordinance relating to the applicable plan or amendment or supplement. If an Assessment Ordinance is adopted, the City shall use reasonable, good faith efforts to expeditiously initiate and approve all necessary documents and ordinances required to effectuate the Service and Assessment Plan and Assessment Ordinance.

Section 2.02. Apportionment and Levy of Assessments

(a) The City intends to levy Assessments on the Property in accordance herewith and with the Service and Assessment Plan (as such plan is amended from time to time) at such time prior to or as PID Bonds are issued in accordance with Article IV hereof. The City's apportionment and levy of Assessments will be made in accordance with the PID Act. The annual indebtedness defined by the Service and Assessment Plan shall be consistent with the terms for the issuance of

PID Bonds as set forth in this Agreement.

(b) The City shall use its best efforts to levy Assessments on the Assessed Property in accordance herewith and with each Service and Assessment Plan. It is contemplated that the City will issue multiple series of PID Bonds, to pay or reimburse the Owner for a portion of the Actual Costs of the Authorized Improvements. The Parties anticipate that the Actual Cost to construct the Authorized Improvements will be greater than the net proceeds of the PID Bonds or the Assessment Revenues available for reimbursement of the costs of the Authorized Improvements and the Owner shall fund the difference.

(c) Prior to or in connection with the issuance of PID Bonds, the Owner may submit to the City one or more Special Assessment Levy Requests to finance the costs of Authorized Improvements in accordance with Section 4.02 hereof. Upon the receipt of an Assessment Levy Request, the City Council will consider the adoption of an Assessment Ordinance, which levies Assessments on Property in accordance herewith and with the Service and Assessment Plan. The City's apportionment of the costs of Authorized Improvements and levy of Assessments will be made in accordance with the PID Act.

(d) The City will not levy assessments or issue PID Bonds for any Future Improvement Area unless and until either each and all of the Enhancement Projects identified in Exhibit F to this Agreement have been accepted by the City, or the Developer is eligible to request and receive a release of a portion of the Owner Contribution under Subsection 3.06(b) of this Agreement.

Section 2.03. Collection of Assessments

(a) The City covenants and agrees that it will, as authorized by the PID Act and other applicable law, continuously collect or cause to be collected Assessments levied pursuant to the Service and Assessment Plan during the term of this Agreement in the manner and to the maximum extent permitted by applicable law. The City covenants and agrees that to the extent permitted by applicable law, it will not permit a reduction, abatement, or exemption in the Assessments due on any portion of the Property until the PID Bonds related to that particular portion of the Property are no longer outstanding, whether as a result of payment in full, defeasance, or otherwise. The City shall use best efforts to collect the Assessments consistent with the City's policies and standard practices applicable to the collection of City ad valorem taxes and assessments.

(b) Notwithstanding anything to the contrary contained herein or in the Service and Assessment Plan, once PID Bonds are issued, the Assessment Revenues collected annually from the Property will be deposited in the Pledged Revenue Fund and transferred in the priority set forth in the Indenture.

(c) Owner will be reimbursed for Actual Costs associated with the Authorized Improvements from Assessments collected by the City and held by the City pursuant to the Reimbursement Agreement. Any reimbursement obligation to Owner under the Reimbursement Agreement will be subordinate to payment of the applicable PID Bonds.

(d) Further, notwithstanding anything to the contrary herein, the City covenants and agrees to use best efforts to contract with Travis County Tax Collector for the collection of the Assessments such that the Assessments will be included on the ad valorem tax bill(s) for the Assessed Properties and will be collected as part of and in the same manner as ad valorem taxes.

Section 2.04. Reserved

Section 2.05. Reimbursement of Actual Costs

(a) The Owner's right to assign or transfer its interests in the right to payment of any funds under this Agreement or applicable Reimbursement Agreement, including payment of unreimbursed Actual Costs, as such right is provided for in the following Section 2.05(b) and elsewhere in this Agreement, shall be subject to Section 8.03 of this Agreement without exception.

(b) The Assessments levied for the Authorized Improvements may not be in an amount sufficient to fully fund the Authorized Improvements. Owner's right, title and interest in the payments of unreimbursed Actual Costs, as described herein, shall be the sole and exclusive property of Owner and no other third party shall have any claim or right to such funds unless Owner collaterally transfers its rights to its unreimbursed Actual Costs to a Transferee in writing as described in this Section 2.05, and otherwise in accordance with the requirements set forth herein or assigns this Agreement as to all or a part of the Project to a Designated Successor or Assign as described in Section 8.03(a). Owner has the right to collaterally convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owner's right, title, or interest under this Agreement including, but not limited to, any right, title, or interest of Owner in and to payment of its unreimbursed Actual Costs (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). No Transfer shall be effective, however, until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer. Any sale of a portion of the Property or assignment of any right hereunder will not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.

ARTICLE III. CONSTRUCTION AND ACQUISITION

Section 3.01. Acquisition of Authorized Improvements

The Owner will dedicate the applicable Authorized Improvements to the City or County upon completion of those Improvements, after confirmation by the applicable construction representative that the Authorized Improvements have been completed in accordance with this Agreement and the design guidelines mutually agreed to by the Owner and City or County, as applicable. Applicable City or County requirements shall govern the procedure for inspection, dedication, and acceptance of the Authorized Improvements being conveyed to the City.

Section 3.02. Acquisition of Subsequent Authorized Improvements

The provisions of Section 3.01 will apply to the Authorized Improvements; provided however once the applicable Authorized Improvements to be funded with particular PID Bonds are identified, exhibits will be revised to identify what easements, if any, are needed. Revisions to the applicable exhibits shall be administratively approved by the Manor City Manager and Owner.

Section 3.03. Designation of Construction Manager, Construction Engineers

(a) The City hereby designates the Owner, or its assigns, as the Construction Manager with full responsibility for the design, the designation of easement locations, facilities site

designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Authorized Improvements in accordance with the provisions of this Article III.

(b) Except as otherwise provided herein, inspection of the construction of any Authorized Improvement being conveyed to the City will be by City Construction Representative or its designee and in accordance with any requirements of the City.

(c) The Owner shall be entitled to a separate Construction Management Fee for the construction of each Segment, unless Owner contracts with an independent third party to act as the Construction Manager with respect to construction of the Authorized Improvements.

(d) The City shall cooperate with the Owner in connection with its services as Construction Manager.

(e) The Owner shall designate the consulting engineers for the Authorized Improvements for the compensation specified by the Owner. Any fees paid to a consulting engineer must be reasonable and customary.

Section 3.04. Designation of Construction Manager Subcontractor

The City acknowledges and agrees that Owner may subcontract out all or some of the duties of Construction Manager to a third party. Owner may designate an individual, company, or partnership or other entity as a subcontractor for construction management services for one or more Authorized Improvements or distinct Segments thereof provided that such designee has the technical capacity, experience and expertise to perform such construction management duties or obligations. Owner may make such designation under the same terms as set out in Section 8.03(a) of this Agreement.

Section 3.05. Mandatory Owners Association

(a) Owner has created the Las Entradas Owners Association and has created or will create the Shadowglen Commercial Property Owners Association for the Property (each an "Owners Association"), and has established or shall establish bylaws, rules, regulations and restrictive covenants (collectively the "**Association Regulations**") to assure each Owners Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Owners Association pursuant to this Section.

(b) Each Owners Association has or will have a binding, continuing responsibility for the maintenance, repair and operation of the OA-Maintained Improvements. The Association Regulations has established or shall establish periodic Owners Association dues and assessments, to be charged and paid by the lot owners within the Property, that are and will be sufficient to (i) pay the Owners Association's Annual Installments of Assessments (if any), (ii) maintain the OA-Maintained Improvements and (iii) to provide funds required for the management and operation of the Owners Association.

(c) Owners Association dues and assessments that are established, maintained and collected by the Owners Association shall be in addition to, and not in lieu of, any and all other fees, charges and Assessments that will be applicable to the Property.

Section 3.06. Project Funding and Completion

(a) If at any time there are not sufficient funds in the Project Fund to complete an Authorized Improvement, the Owner will demonstrate committed capital (including by proof of bank financing, cash deposit, letter of credit, and surety bond) to the City in an amount confirmed by an engineer's estimate of probable cost, which represents the difference between the budgeted cost to complete the public improvements assumed to be complete in the Appraisal and the net proceeds of the PID bonds. The City acknowledges that it will accept such proof. To the extent that any part of Owner's interest in unreimbursed Actual Costs is used as collateral or security for committed capital, any commitments or other agreements securing such capital shall be subject to Section 8.03 of this Agreement.

(b) The Owner agrees to construct all Authorized Improvements, including all Enhancement Projects, except to the extent an Enhancement Project (i) is not approved by a regulatory or governmental entity with jurisdiction over the Authorized Improvement or whose acceptance of the Enhancement Project would be required and is not granted, such as the Texas Department of Transportation or Travis County, or (ii) is not agreed to be operated and maintained by a public entity with jurisdiction over operation and maintenance of the Enhancement Project, such as Bluebonnet Electric Cooperative. If the required approval for an Enhancement Project has not been granted or agreed to, as described in this subsection (b), by the date the PID Bonds issued for the Improvement Area #1 have been defeased, the City will release to Owner the amount of Owner Contribution sufficient to fund the full cost of design and construction of the applicable Enhancement Project (but excluding any Construction Management Fees or contingencies).

(c) The Owner agrees to construct the Enhancement Projects in the priority order set forth in Exhibit "F" except to the extent a required approval or acceptance, as described in subsection (b) of this section, has not been granted or agreed to for the Enhancement Project next in the priority order, or where construction of an Enhancement Project in the priority order would be inefficient, as agreed by the City Construction Representative, such as installing landscaping prior to completion of adjacent improvements whose construction would damage or destroy, and require replacement of, such landscaping.

(d) If subcontractors providing labor or materials for the Authorized Improvements file claims or otherwise give notice asserting failure to receive payment for such labor or materials, the City may require the Owner to post fiscal security for the estimated cost of constructing the Authorized Improvements. The Owner shall give the City a copy of any such claims within three (3) business days of receipt of the claim.

(1) If the Owner has commenced construction but fails or refuses to complete the construction of a particular Authorized Improvement (or Segment thereof) in accordance with the terms and conditions set forth in this Agreement, such failure or refusal will be considered an event of default and, after giving notice of default and reasonable opportunity to cure as herein provided, the City will have the right, but not the obligation, to draw on the funds within the Project Fund and complete (or cause the completion of) the applicable Authorized Improvement (or Segment thereof).

(2) If the City elects to complete an Authorized Improvement (or Segment thereof), all plans and specifications, designs, easements, real and personal property, and improvements acquired, produced, or installed in aid of completing such component of the

Authorized Improvement (or Segment thereof) by the Owner or its engineers or contractors before such default described in paragraph (1) above, will become the property of the City. In such event, the Owner will provide, within five (5) business days of the City's request, documentation to the City that the above listed items have been conveyed and have become the property of the City. Notwithstanding anything to the contrary contained herein, if the Owner fails or refuses to timely complete the construction of an Authorized Improvement (or Segment thereof) and such default cannot reasonably be cured in thirty (30) days, Owner will have such additional time as is reasonably necessary to cure as long as the Owner commences the cure within thirty (30) days and diligently pursues the same to completion. If Owner has still not completed the applicable component of the Authorized Improvement (or Segment thereof) after the notice and cure periods provided for above, the City shall either:

(i) Assume the construction management role and direct the completion of the applicable Authorized Improvement (or Segment thereof); or

(ii) Assume the construction management role and direct the closeout of the applicable Authorized Improvement (or Segment thereof).

(3) In the event the City assumes the construction management role for a given Authorized Improvement (or Segment thereof) (as provided above), then the Owner agrees as follows:

(i) The City may draw down funds from the Project Fund, cash deposit, letter of credit and surety bond to complete the Authorized Improvement (or Segment thereof) in question;

(ii) All construction contracts, related completion bonds, warranties, plans and specifications, designs, easements, and improvements acquired, produced, or installed in connection with completing such Authorized Improvement (or Segment thereof) by the Owner or its engineers, contractors, or other consultants, and all other personal property and rights associated with the applicable component of the Authorized Improvement (or Segment thereof), will automatically without further action by the Owner become the property of the City; and

(iii) The Owner will automatically forgo and release any claims or rights to those items listed in (ii) above.

Section 3.07. Maintenance of Project, Warranties

Unless otherwise provided for, the Owner shall maintain each Authorized Improvement (or Segment thereof) in good and safe condition until such Authorized Improvement (or Segment thereof) is accepted by the City. The City's acceptance of Authorized Improvements shall be in accordance with the City's standard rules and procedures for the type of improvements being constructed. Prior to such acceptance, the Owner shall be responsible for performing any required maintenance on such Authorized Improvement. On or before the acceptance by the City of an Authorized Improvement (or Segment thereof), the Owner shall assign to the City all of the Owner's rights in any warranties, guarantees, maintenance obligations, or other evidence of contingent obligations of third persons with respect to such Authorized Improvement (or Segment thereof). Prior to or concurrently with the City's acceptance of an Authorized Improvement (or Segment thereof), Owner shall provide a two-year maintenance bond for that Authorized

Improvement, or Segment thereof, that guarantees to the City the material and workmanship for the construction of that Authorized Improvement (or Segment thereof) for a period of two (2) years after acceptance thereof by the City. Other than the requirement to provide such maintenance bond, the Owner shall have no further liability to the City for the upkeep, maintenance, operation, or status of the Authorized Improvements once accepted by the City.

Section 3.08. Sales and Use Tax Exemptions

(a) The Parties agree that, as municipally and publicly owned and acquired properties, all costs of materials, other properties and services used in constructing the Authorized Improvements to be acquired by the City are exempt under the Texas Tax Code from sales and use taxes levied by the State, or by any city, county, special district, or other political subdivision of the State, as set forth in Texas Tax Code Section 151.309 and 34 Tex. Admin. Code sec. 3.291.

(b) The City will provide such certifications to the Owner and/or to suppliers and contractors as may be required to assure the exemptions claimed herein.

(c) The City and the Owner shall cooperate in structuring the construction contracts for the Authorized Improvements to comply with requirements (including those set forth in Texas Tax Code Section 151.309) for exemption from sales and use taxes.

Section 3.09. Public Bidding Requirements/City Cooperation in Plan Review

(a) The City and the Owner anticipate that the Authorized Improvements will be exempt from any public bidding or other City purchasing and procurement policies to the extent that the Authorized Improvements meet the standard of Texas Local Government Code Section 252.022(a)(9).

(b) The City Construction Representative agrees to cooperate with the Owner to the extent reasonably possible without detriment to proper engineering review, comment, and revision on the review and approval of the engineering, design, plans, and specifications of all Authorized Improvements submitted by the Owner.

Section 3.10. Regulatory Requirements

Notwithstanding anything to the contrary contained herein, the Owner shall be responsible for the costs of designing, constructing, and obtaining the City's acceptance of the Authorized Improvements, in accordance with all Applicable Regulations, the City-approved plans and specifications, and "Recognized and Generally Accepted Good Engineering Practices," as such term is defined and interpreted by the Federal Occupational Safety and Health Administration.

Section 3.11. Additional Requirements for Authorized Improvements Funded with Progress Payments

The following additional requirements shall be applicable to Authorized Improvements funded in accordance with the procedures set forth in Section 4.02:

(a) Prior to the later to occur of (i) the Effective Date, or (ii) commencing construction of any such Authorized Improvements, the Project Engineer shall review all plans and specifications, construction contracts, and related materials for the applicable Authorized

Improvements, and shall certify to the Owner, City, and Trustee that the Project Funds plus the committed capital referenced in Section 3.06(a), or Owner Contribution, as applicable, above are anticipated sufficient to fund the full cost of design and construction of the applicable Authorized Improvements (but excluding any Construction Management Fees or contingencies (if any) as set forth in the Service and Assessment Plan).

(b) The Construction Manager will maintain an ongoing monthly updated accounting of funds disbursed, work progress and remaining funding needed to complete each applicable Authorized Improvement. Such accounting will include a reconciliation of any un-advanced amounts out of the segregated accounts in the Project Fund under the applicable Indenture as compared to the remaining costs to complete each applicable Authorized Improvement. The Construction Manager will provide such monthly reports to the Owner, the City Construction Representative, and the Trustee.

(c) After bids and construction contracts have been executed for the applicable Authorized Improvements all change orders or costs increases for such applicable Authorized Improvements must be approved by the Owner, Construction Manager and the City Construction Representative, to the extent any such change order is in excess of \$25,000.00 for any Segment of such applicable Authorized Improvement. The Construction Manager shall provide copies of all approved change orders to the PID Administrator and Trustee within ten (10) days after approval.

(d) After the Effective Date and prior to commencement of construction of an Authorized Improvement, Owner shall cause its general contractor to provide a payment and performance bond meeting the requirements set forth in Chapter 2253, Texas Government Code.

Section 3.12. PID True Up

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

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

ARTICLE IV. PAYMENT FOR AUTHORIZED IMPROVEMENTS

Section 4.01. Overall Requirements

(a) Capitalized and not otherwise defined terms used in this Article IV of this Agreement shall have the same meanings as given in the Deposit Agreement. Subsection 2(b) and Section 3 of the Deposit Agreement notwithstanding, the terms of this Article IV of this Agreement establish the manner of applying the Owner Contribution towards the completion of the Enhanced Projects and shall control over the related provisions of the Deposit Agreement.

(b) The City shall not be obligated to provide funds for any Authorized Improvement except from the proceeds of the PID Bonds deposited into the Project Fund Account of the

Indenture or from the Owner Contribution, as applicable, or from Assessments. The City makes no warranty, either express or implied, that either, or any combination of, the proceeds of the PID Bonds, Owner Contribution, or the Assessments available for the payment of the Actual Cost of the Authorized Improvements to be constructed for or acquired by the City will be sufficient for the construction or acquisition of all of those particular Authorized Improvements. The Parties anticipate that the Actual Cost to construct the Authorized Improvements may be greater than the proceeds of the PID Bonds, the Owner Contribution, and Assessments available for Authorized Improvements.

(c) The City shall not be obligated to provide funds for any Authorized Improvement unless and until the City determines that: (i) the Owner is then in current compliance with its obligations under this Agreement and PID-related obligations of the Development Agreement for the ShadowGlen Subdivision, dated effective January 10, 2011, as amended, and the Development Agreement ”; and (ii) the City has approved the Authorized Improvements, including inspection and acceptance, if applicable (except this subsection (ii) will not apply if payment is being made through progress payments as provided herein); and (iii) if PID Bonds have been issued, the PID Administrator provides written confirmation of compliance with the conditions and provisions of the Disclosure Agreement of Owner at the time of the withdrawal of funds from the Project Fund, or from any other eligible account or fund under the Indenture.

(d) Upon written acceptance of an Authorized Improvement, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Authorized Improvement, including all costs thereof and relating thereto.

(e) The Parties hereby acknowledge and agree that:

(1) When PID Bonds are issued, the City shall bill, collect, and deposit into the Pledged Revenue Fund of the Indenture all Assessment Revenues that constitute Pledged Revenues as defined in the Indenture.

(2) When PID Bonds have been defeased, the City shall bill, collect, and immediately deposit the Assessments collected into an Assessment Reimbursement Fund (excluding Administrative Expenses and Delinquent Collection Costs). Funds in the Assessment Reimbursement Fund shall only be used to pay Costs of the Authorized Improvements in accordance with this Agreement.

(3) The Authorized Improvements may be funded by progress payments through PID Bonds (i.e., PID Bonds are sold and then the Authorized Improvements are funded by PID Bond proceeds) and to that extent will be governed by Section 4.02 of this Agreement.

(4) The Enhancement Projects may be funded by progress payments through the Owner Contribution and to that extent will be governed by Section 4.02 of this Agreement. If requested by the Owner, the City agrees to allow for construction and funding of Authorized Improvements to be handled in accordance with progress payments (Section 4.02), reimbursement payments pursuant to the Reimbursement Agreement (Section 4.03), or a combination thereof.

(5) Except as otherwise provided herein, the Authorized Improvements are intended to be constructed pursuant to one or more Reimbursement Agreements and paid for by the Owner prior to the issuance of PID Bonds intended to fund such Authorized Improvements.

Such funding of the Authorized Improvements will be governed by the applicable Reimbursement Agreement and Section 4.03 of this Agreement.

(f) The procedures set forth in Section 4.02 below will apply to all Certifications for Payment regardless of which account within the Project Fund the actual funds are being paid from.

Section 4.02. Progress Payments for Authorized Improvements

(a) Owner shall deliver, and the City shall accept, the Authorized Improvements to be conveyed to the City in accordance with the terms herein. The net proceeds from the issuance of the PID Bonds and, subject to Subsection 4.02 (i) of this Agreement, the Owner Contribution, will be held by the Trustee in various segregated accounts under the Project Fund. Those sums held in the various segregated accounts will be reimbursed to the Owner by the Trustee to fund the costs of construction of the Authorized Improvements, City inspection and administrative costs, and other soft costs (as more particularly specified herein and in the Service and Assessment Plan) upon receipt of a completed Certification for Payment (in the form as attached in Exhibit "E"). Payments will be made to Owner, (as provided in Section 4.02(d)) periodically as construction progresses (each such payment, a "Progress Payment"). The procedures for Progress Payments are contained in this Section 4.02. and the Indenture. Such payments shall be made by the Trustee on a monthly basis and within five (5) business days of the Trustee's receipt of the completed Certification for Payment from the City Director of Finance. The City Construction Representative or its designee shall deliver to the City Director of Finance his/her concurrence to pay pursuant to a completed Certification for Payment within five (5) business days after its receipt of the required submittal items pursuant to either subparagraph (b), (c), or (d) below, as applicable and the City Director of Finance will then have up to five (5) business days to forward the executed Certification for Payment to the Trustee for payment. If the City disapproves any Certification for Payment, the City shall provide a written explanation of the reasons for such disapproval so that if the Certification for Payment is revised in accordance with City's comments, the Certification for Payment can be approved. Notwithstanding anything to the contrary contained herein, if the monthly reconciliation provided by the Construction Manager pursuant to Section 3.11(b) above for a particular Authorized Improvement shows there are not enough funds in the segregated account to fund the remaining design and construction costs of that Authorized Improvement after taking into consideration any contingencies, the City Construction Representative, the City Director of Finance, and the PID Administrator shall not be obligated to authorize payments of funds exceeding the balance in the segregated account until such time as Owner provides evidence satisfactory to the City Construction Representative that Owner has or will provide funds in an amount sufficient to fully fund the remaining design and construction costs of that Authorized Improvement.

(b) During the design phase for any Authorized Improvement to be funded by the proceeds of the PID Bonds, or the Owner Contribution, as applicable, the Owner will be entitled to receive draws (not to exceed one (1) per month) based on the percentage of design work completed up to the date of the draw, upon review and approval of a Certification of Payment executed by the Project Engineer and Construction Manager. The submittal items necessary for a payment during the design phase are as follows:

(1) A statement specifying the percentage of design that has been completed on the applicable Authorized Improvement.

(2) [Reserved]

(c) The submittal for the last draw for design work will also include evidence of approval of design phase documents by the City.

(d) During the construction phase for any Authorized Improvement to be funded by the Proceeds of PID Bonds or from the Owner Contribution, as applicable, Owner shall be entitled to receive draws (not to exceed one (1) per month) based on the Actual Cost of the construction completed, upon review and approval of a Certification of Payment executed by the Project Engineer and Construction Manager specifying the amount of work that has been performed and the cost thereof. The City is not obligated to authorize a construction payment until such time that the City has approved the plans and specifications for the applicable Authorized Improvement (if such approval is required pursuant to this Agreement).

(e) In addition to the submitted items required in subparagraph (c) above, in order to obtain the final payment for an Authorized Improvement funded by the proceeds of the PID funded by the Owner Contribution or combination of the proceeds of the PID Bonds and Owner Contribution, pursuant to this Section 4.02, the following are required:

(1) The Owner will have provided to the City an assignment of the warranties and guaranties, if applicable, for the Authorized Improvement;

(2) Before the final Certification for Payment is submitted to the City, the Project Engineer shall conduct a review for the City to confirm that such Authorized Improvement was constructed in accordance with the plans therefor and the Project Engineer will verify and approve the Actual Cost of such Authorized Improvement specified in such Certification for Payment. Upon confirmation by the Project Engineer to the City Construction Representative and the submission of the final Certification for Payment indicating that such Authorized Improvement has been constructed in accordance with the plans therefor, and verification and approval of the Actual Cost of such Authorized Improvement, the City Construction Representative shall within fifteen (15) calendar days thereafter accept such Authorized Improvement and the City Construction Representative shall sign the Certification for Payment and forward the same to the City Director of Finance and the PID Administrator. The City Director of Finance shall then have up to five (5) calendar days to forward the executed Certification for Payment to the Trustee for payment. The City agrees to instruct the Project Engineer to conduct each such review in an expeditious manner not to exceed fifteen (15) calendar days after the Certification for Payment is submitted to the City.

(f) The Owner has determined that prior to the Effective Date, it has expended funds for costs reimbursable under the PID Act, including: (i) the design of the Authorized Improvements and associated due diligence matters (e.g., environmental and wetland studies), (ii) construction of the Authorized Improvements, (iii) costs in obtaining permits required for the construction of the Authorized Improvements, and (iv) other costs associated with the formation of the District (“**Initial Owner Expended Funds**”). Owner will submit to the City information documenting the amount of Initial Owner Expended Funds paid by Owner through the closing of the PID Bonds. If the City determines that the total of the Initial Owner Expended Funds, the Assessment Revenues, including Assessment Revenues securing PID Bonds, and the Owner Contribution will be more than Project Costs, the Owner may submit a Closing Disbursement Request as described in Subsection (g) for the amount by which Project Costs will be exceeded by Assessment Revenues

and the Owner Contribution. If the City determines the Project Costs will equal or exceed the Initial Owner Expended Funds, the Assessment Revenues, and the Owner Contribution, the Initial Owner Expended Funds will not be reimbursed unless the Owner has demonstrated committed capital in that same amount as described by Section 3.06(a).

(g) Prior to disbursement of proceeds of the PID Bonds, (1) Owner may submit to the City a Closing Disbursement Request for the remaining balance of the Initial Reimbursement Payment, if any, and (2) the City, upon verifying the accuracy of all representations of the Owner made in such Closing Disbursement Request in accordance with Subsection (f) of this Section, will sign the Closing Disbursement Request and deliver that Closing Disbursement Request to the Trustee. At the closing of the PID Bonds, Owner shall be reimbursed an amount equal to the Initial Reimbursement Payment, if any, and such amount shall be transferred to the Trustee for distribution to the Owner or the Owner's designee.

(h) At the closing of the PID Bonds, the Owner shall be reimbursed for its Bond Issuance Costs for PID Bonds paid by the Owner, as described in the Service and Assessment Plan and approved by the City. Such Bond Issuance Costs paid at closing shall be set forth in a closing memorandum issued by the Underwriter or the Financial Advisor and included in the Certification for Payment.

(i) Sources of Funding for Authorized Improvements. This Section 4.02(i) of this Agreement applies solely to the Improvement Area #1 Indenture.

(1) The proceeds of the Improvement Area #1 Bonds that are to be used to reimburse Owner for the Actual Costs of the Authorized Improvements shall be deposited in the manner specified in the Improvement Area #1 Indenture into the Zone A, B, and C Improvements Accounts. The Owner Contribution shall be deposited in the manner specified in the Improvement Area #1 Indenture into the Owner Contribution Account.

(2) The Owner Contribution shall not be considered as part of the trust estate of any Indenture.

(3) Disbursements from a Zone Improvements Account may be made to pay only the Actual Costs of the Authorized Improvements of that Zone. Disbursements from the Owner Contribution Account may be made to pay the Actual Costs of the Improvement Area #1 Enhancement Projects or Non-Enhancement Improvements of any Zone provided the requirement in subsection 4.02(i)(4)(iii) is met.

(4) The application and reimbursement of the Improvement Accounts and Owner Contribution Accounts shall be as follows:

(i) Each Certification for Payment shall specify the amounts to be disbursed for Non-Enhancement Improvements and the amounts to be reimbursed for Enhancement Projects.

(ii) Reimbursements made to the Owner for Authorized Improvements shall be made first from the applicable Zone Improvements Account. Reimbursements shall not be made from the Owner Contribution Account until the applicable Zone Improvements Account has been depleted.

(j) Each reimbursement for Authorized Improvements shall be in an amount equal to the Amount of Actual Costs for which a Certification of Payment is submitted and approved pursuant to Section 4.02(a), (e), or (f) and (g), as applicable. Each reimbursement shall consist of payment for Actual Costs incurred for Authorized Improvements constructed prior to the closing on the Improvement Area #1 Bonds (“Pre-Closing Actual Costs”) and Actual Costs incurred for Authorized Improvements constructed after the close of the Improvement Area #1 Bonds (“Post-Closing Actual Costs”). Reimbursements made from a Zone Improvements Account shall not include reimbursement or other payment in consideration for Actual Costs allocable to any Future Improvement Area.

(k) For each request for reimbursement made for the Actual Costs of Authorized Improvements, the total amount reimbursed shall consist of an amount that is a percentage of the eligible reimbursement for Pre-Closing Actual Costs, and the remaining amount being a percentage of the Post-Closing Actual Costs. The percentages of Pre-Closing Actual Costs and Post-Closing Actual Costs to be reimbursed from each disbursement made from the applicable Zone Improvements Account shall be as stated in the Service and Assessment Plan. The percentage of Pre-Closing Actual Costs to be reimbursed shall be in an amount equal to, but not as consideration for, the percentage of the applicable Zone’s Improvements that are allocable to the Future Improvement Areas as stated in the Service and Assessment Plan. The percentage of Post-Closing Actual Costs to be reimbursed shall equal the percentage of the applicable Zone’s Improvements that are allocable to Improvement Area #1 as stated in the Service and Assessment Plan. The related percentages of the Pre-Closing and Post-Closing Actual Costs to be reimbursed and the total amount of Actual Costs to be reimbursed shall be stated in the Certification for Payment or written direction from the City or its designee approving the disbursement to the Developer or the Developer’s designee that is provided to the Trustee to request a disbursement of funds from the Project Fund.

(l) The total amount of reimbursements from the Owner Contribution Account for Non-Enhancement Improvements shall equal the reimbursements of Actual Costs disbursed for Enhancement Projects from the Respective Zone Improvements Account.

(m) For the purpose of illustration, the method of applying funds from the Improvements Accounts and Owner Contribution Accounts are as follows. The illustration uses amounts that are strictly hypothetical and assumes that there are no Actual Costs incurred for Zone B or Zone C Authorized Improvements.

(n) For Zone A the percentages of reimbursement Pre-Closing Actual Costs and Post-Closing Actual Costs are 34.51% and 65.49%, respectively. The Zone A Improvements Account is initially funded with \$200,000 and the Owner Contribution Account is in the initial amount of \$200,000. As of the time of the initial draw request, the amount of documented and requested Pre-Closing Actual Costs are \$200,000; the amount of Post-Closing Actual Costs documented and requested for reimbursement in the first draw request are \$150,000, which includes \$100,000 of Enhancement Projects.

(o) The reimbursement to Owner made for the first draw request is: \$150,000 total from the Zone A Improvements Account consisting of \$51,765 for Pre-Closing Actual Costs (which is 34.51% of the documented request); and \$98,235 for Post-Closing Actual Costs (which is 65.49% of the documented request). The balance of the Zone A Improvements Account is reduced to \$50,000 and \$200,000 remains in the Owner Contribution Account. Once the Zone A

Improvements Account has been depleted, the amount of Owner Contribution available for Authorized Improvements is \$100,000 (the amount of Actual Costs of the Enhancement Projects that benefit Zone A reimbursed from the Zone A Improvements Account), and the \$100,000 remaining in the Owner Contribution Account shall be reimbursed to Owner for Actual Costs of the Enhancement Projects that benefit Zone A expended in the priority order provided in Exhibit F, as described in Section 3.06(c).

Section 4.03. Payments for Completed Authorized Improvements

(a) Pursuant to the terms of the Reimbursement Agreement, the Owner shall convey, and the City shall acquire, the given Authorized Improvement for the Actual Cost, after such Authorized Improvement has been completed. The general process for funding of Authorized Improvements under the Reimbursement Agreement is as follows:

(1) The Owner and the City has entered into the Reimbursement Agreement to finance the completed Authorized Improvements as agreed between the Parties, which provides for Assessments that will be used to reimburse the Owner for Actual Costs incurred in connection with certain completed Authorized Improvements as and to the extent that collected Assessments are available for such reimbursement (such collected and available Assessments the “Available Assessments”). The Available Assessments shall be used to make such reimbursement payments to the Owner until PID Bonds are issued and the proceeds of the PID Bonds, as and to the extent such proceeds are available, are applied to the reimbursement of the Owner’s Actual Costs of those certain completed Authorized Improvements less any amounts already reimbursed to Owner pursuant to the Reimbursement Agreement.

(2) Owner will construct or cause the construction of the Authorized Improvements for the associated improvement area.

(3) After the levy of the Assessments contemplated by the Reimbursement Agreement, the City will begin collecting the Annual Installments for the associated improvement area. Upon collection of such Annual Installments, the City will place such Annual Installments in a designated account separate from the City’s other accounts. The funds within the account will be used to reimburse Owner for the Actual Costs of the completed Authorized Improvements pursuant to the terms of the applicable Reimbursement Agreement.

(4) Upon completion of the Authorized Improvements contemplated by the applicable Reimbursement Agreement and compliance with the applicable Future Bond Test, if applicable, the City intends to issue PID Bonds to reimburse the Owner for Actual Cost of those Authorized Improvements less any amounts already reimbursed to Owner pursuant to the applicable Reimbursement Agreement.

(b) To receive funds from the proceeds of the PID Bonds (as applicable) to pay the Actual Cost of a particular Authorized Improvement, the Owner shall deliver to the City and the Project Engineer (i) documentation evidencing the Actual Cost, (ii) documentation evidencing the acceptance of the Authorized Improvement by the City and (iii) an assignment of the warranties and guaranties, if applicable, for such Authorized Improvement, in form reasonably acceptable to the City. Nothing herein shall prohibit Owner from being reimbursed for design costs associated with an Authorized Improvement (provided that the plans and specifications for such applicable Improvement have been accepted by the City) actually incurred prior to the completion of

construction of such Authorized Improvement or for other costs that are otherwise eligible to be paid under the PID Act that are actually incurred prior to completion of construction of such Improvement.

(c) At the time of the closing of any PID Bonds, Owner may, concurrently with the initial draw from the PID Bonds and under substantially the same procedures as set forth above, be reimbursed to the extent that PID Bond proceeds are available for (i) the Unpaid Balance under the applicable Reimbursement Agreement and (ii) any other qualified and permitted costs approved by the City under substantially the same procedures as set forth above.

(d) The Owner may elect to proceed with construction and funding of Authorized Improvements to be handled in accordance with Section 4.02, or with a combination of progress payments (Section 4.02) and reimbursement payments pursuant to the Reimbursement Agreement (Section 4.03). If the Owner elects to proceed with such combination, this Agreement shall be modified accordingly to reflect such terms.

(e) The general process for funding of Authorized Improvements from funds on deposit in a Project Fund is as follows:

(1) the Owner shall deliver to the City's Construction Representative and the City Engineer the following:

(i) a Certification for Payment substantially in the form attached hereto as Exhibit "E" executed by the Construction Manager and the Project Engineer evidencing the Actual Costs;

(ii) evidence of the acceptance by the City of those Authorized Improvements to be funded by the respective series of PID Bonds and the conveyance to the City (for completed Authorized Improvements only);

(iii) a certification that all bills for work on, or materials provided for, the Authorized Improvements have been paid; and

(iv) evidence that there are no liens for the work on, or materials provided for, the applicable Authorized Improvements, receipts for payment and verification in form acceptable that any subcontractors have been paid.

(2) After the Certification for Payment is submitted to the City Construction Representative, the City shall expeditiously (i) conduct a review to confirm those Authorized Improvements to be funded by proceeds of a series of PID Bonds were constructed in accordance with the plans therefor (for completed Authorized Improvements only), and (ii) verify the Actual Costs of Authorized Improvements specified in such Certification for Payment. The City agrees to conduct such review and cost verification in a manner consistent with the City's standard operating procedures after the Certification for Payment is submitted to the City, and the Owner agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Upon confirmation by the City Construction Representative that Authorized Improvements to be funded by the PID Bonds have been constructed in accordance with the plans therefor and this Agreement (for completed Authorized Improvements only), and verification and approval by the PID Administrator of the applicable Certification for Payment, the City shall

within fifteen (15) calendar days thereafter accept those Authorized Improvements not previously accepted by the City Construction Representative, and shall sign the Certification for Payment and forward the executed Certification for Payment to the Trustee for payment. Other than the PID Administrator's approval of the applicable Certification for Payment, City approval is not required for the Owner's application of cost savings in completing any one Authorized Improvement that the City has accepted towards overages in the costs of a different Authorized Improvement.

(f) In addition to the submitted items required in 4.03(d) above, in order to obtain the final progress payment for an Authorized Improvement funded by a series of PID Bonds pursuant to this Section 4.03, the Owner shall have provided to the City an assignment of the warranties and guaranties, if applicable, and a two-year maintenance bond for such Authorized Improvement. Upon receipt of a Bond Issuance Request, the City will consider the issuance of the PID Bonds, subject to meeting the requirements and conditions stated in the Development Agreement, as applicable, Section 5.01 hereof, and State law, to reimburse the Owner for Actual Costs of those Authorized Improvements that are complete at the time of bond issue and those Authorized Improvements to be completed after bond issue and reimbursed by progress payments. The City will use diligent, reasonable and good faith efforts, subject to meeting the requirements and conditions stated herein and State law, to issue PID Bonds within four (4) to six (6) months after receiving a Bond Issuance Request from Owner.

(g) Once PID Bonds are issued pursuant to Article V hereof, the City shall bill, collect, and deposit into the Pledged Revenue Fund all Assessment Revenues constituting "Pledged Revenues" as defined in the Indenture. The City shall also deposit the proceeds of the PID Bonds and any other funds authorized by the applicable Indenture into the Project Fund. Funds in the Project Fund shall only be used to pay Actual Costs of the Authorized Improvements in accordance with the Indenture. When PID Bonds are issued, the proceeds of the PID Bonds deposited into the Project Fund shall be used to pay or reimburse the Owner for Actual Costs incurred in constructing the Authorized Improvements that are or will be dedicated and transferred to and accepted by the City. The Owner is responsible for Actual Costs of Authorized Improvements not paid from proceeds of the PID Bonds or from the Pledged Revenue Fund, and any cost overruns (after applying cost savings). The lack of proceeds of the PID Bonds or the availability of other funds in the Pledged Revenue Fund or the Project Fund shall not diminish the obligation of the Owner to pay the Actual Costs of the Authorized Improvements.

(h) At least thirty (30) calendar days prior to the time of the closing of the PID Bonds, Owner may submit a Closing Disbursement Request (including any supporting documentation requested by the City) substantially in the form attached hereto in Exhibit "G" executed by the Construction Manager and the Project Engineer to the City Construction Representative to be reimbursed for those Owner Expended Funds accrued to date of such Closing Disbursement Request and not previously reimbursed. The City shall conduct a review to verify the Owner Expended Funds specified in such Closing Disbursement Request. Prior to disbursement of proceeds, City Construction Representative will sign the Closing Disbursement Request and deliver said Closing Disbursement Request to the Trustee. At the closing of the PID Bonds, Owner shall be reimbursed an amount equal to the applicable Owner Expended Funds.

(i) Any Authorized Improvements that have not been completed by Owner by the time the PID Bonds are issued, will be payable periodically as construction progresses to the extent that PID Bond proceeds or Assessments are available for such payment. The procedures for such progress payments are contained in this Section 4.03 and the Indenture. Such payments shall be

made by Trustee no more frequently than monthly and within five (5) business days of the Trustee's receipt of the completed Certification for Payment from the City Construction Representative. If the City disapproves any Certification for Payment, the City shall provide a written explanation of the reasons for such disapproval so that if the Certification for Payment is revised in accordance with City's comments, the Certification for Payment can be approved. Notwithstanding anything to the contrary contained herein, if the Quarterly Accounting provided by the Construction Manager for a particular Authorized Improvement shows there are not enough funds in the segregated account to fund the remaining design and construction Actual Costs of that Authorized Improvement after taking into consideration any contingencies, the City Construction Representative shall not be obligated to authorize payments of a Certification for Payment until such time as Owner provides evidence satisfactory to the City Construction Representative that Owner has or will provide funds in an amount sufficient to fully fund the remaining design and construction Actual Costs of that Authorized Improvement. Furthermore, notwithstanding anything contained herein to the contrary, in the event a subcontractor supplying labor or materials for the Authorized Improvements claims that the subcontractor has not been paid for such labor or materials, the City Construction Representative shall not be obligated to authorize payment of a Certification for Payment until such claim is resolved.

(j) The general process for funding of Authorized Improvements from funds on deposit in the Project Fund is as follows:

(1) the Owner shall deliver to the City Construction Representative and the City Engineer the following:

(i) a Certification for Payment substantially in the form attached hereto as Exhibit "E" executed by the Construction Manager and the Project Engineer evidencing the Actual Costs,

(ii) evidence of the acceptance by the City of those Authorized Improvements to be funded by the PID Bond in question and the conveyance to the City (for Completed Authorized Improvements only), and

(iii) waivers of liens for the work on the applicable Authorized Improvements through the previous Certification for Payment, receipts for payment and verification in form acceptable that any subcontractors have been paid.

(2) After the Certification for Payment is submitted to the City Construction Representative, the City shall conduct a review to confirm those Authorized Improvements to be funded by proceeds of the PID Bonds were constructed in accordance with the plans therefor (for Completed Authorized Improvements only) and to verify the Actual Costs of Authorized Improvements specified in such Certification for Payment. The City agrees to conduct such review in an expeditious manner after the Certification for Payment is submitted to the City and the Owner agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Upon confirmation by the City that Authorized Improvements to be funded by the PID Bonds have been constructed in accordance with the plans therefor and this Agreement (for Completed Authorized Improvements only), verification and approval of the Actual Costs of those Authorized Improvements, the City shall within thirty (30) calendar days thereafter accept those Authorized Improvements not previously accepted by the City and the City Construction

Representative shall sign the Certification for Payment and forward the same to the City Manager. The City Manager shall then have up to ten (10) business days to forward the executed Certification for Payment to the Trustee for payment.

(k) In addition to the submitted items required in 4.03(i) above, in order to obtain the final progress payment for an Authorized Improvement funded by the PID Bonds pursuant to this Section 4.03, the Owner shall have provided to the City an assignment of the warranties and guaranties, if applicable, and a two-year maintenance bond for such Authorized Improvement.

ARTICLE V. PID BONDS

Section 5.01. Issuance of PID Bonds

(a) Subject to the terms and conditions set forth in this Article V, the City intends to pay for the Authorized Improvements, by issuing PID Bonds in one or more series. The City will use reasonable and good faith efforts to issue PID Bonds after receiving a Bond Issuance Request from Owner, provided that Owner can reasonably demonstrate to the City and its financial advisors that (i) the applicable Future Bonds Test, if any, has been satisfied and (ii) there is sufficient security for the PID Bonds, based upon the bond market conditions existing at the time of such proposed sale. In addition to the criteria outlined in the applicable Future Bonds Test, the City may consider additional requirements prior to authorizing the issuance of any Future Improvement Area and Improvement Area #1 Bonds, including but not limited to a market condition assessment (including market study update), development of the District and current status of Owner, developers, and related builder positions. The City Council may require a recommendation from City staff, advisors and consultants.

(b) The aggregate principal amount of PID Bonds required to be issued hereunder shall not exceed an amount sufficient to fund: (i) the Actual Costs of the Authorized Improvements, (ii) required reserves and capitalized interest, if any, during the period of construction and not more than twelve (12) months after the completion of construction of the applicable Authorized Improvements funded by the PID Bond issue in question and in no event for a period greater than twenty four (24) months from the date of the initial delivery of the applicable PID Bonds and (iii) Bond Issuance Costs.

(c) The final maturity for each series of PID Bonds shall occur no later than thirty (30) years from the issuance date of those PID Bonds.

(d) PID Bonds shall not be issued under this Article V unless (i) compliance with the City's PID policy adopted February 21, 2018 ("**PID Policy**") has been satisfied, subject to any waiver, as provided in the PID Policy; (ii) the statutory requirements set forth in Chapter 372 of the Texas Local Government Code have been satisfied; (iii) the City receives at the time of issuance of such PID Bonds an opinion of counsel selected by the City stating in effect that the PID Bonds are legal and valid under Texas law; and (iv) the Attorney General of the State of Texas has issued an opinion approving issuance of the bonds as required by the PID Act.

(e) The foregoing requirements apply to each series of PID Bonds issued.

(f) If proceeds from the PID Bonds are still available after all the Authorized Improvements are accepted by the City and Owner has been reimbursed for all unreimbursed Actual Costs incurred in connection therewith, the proceeds may be utilized to finance other

Authorized Improvements within the Property as allowed by the PID Act, if approved by the City.

Section 5.02. Disclosure Information

Prior to the issuance of PID Bonds by the City, the Owner agrees to provide all relevant information, including financial information, that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. The Owner agrees, represents, and warrants that any information provided by the Owner for inclusion in a disclosure document for an issue of PID Bonds will not, to the Owner's actual knowledge, contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and the Owner further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds.

Section 5.03. Qualified Tax-Exempt Status

(a) Generally, in any calendar year in which PID Bonds are issued, the Owner agrees to pay the City its actual additional costs (“Additional Costs”) the City may incur in the issuance of its own public securities or obligations on its own taxing power of municipal revenues (the “City Obligations”), as described in this section, if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations (“QTEO”), as defined in section 265(b)(3) of the Internal Revenue Code (“IRC”) as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. On or before January 15th of the following calendar year, the final Additional Costs shall be calculated. By January 31st of such year, any funds in excess of the final Additional Costs that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the Owner and any deficiencies in the estimated Additional Costs paid to the City by the Owner shall be remitted to the City by the Owner.

(b) Issuance of PID Bonds prior to City Obligations. In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall estimate the Additional Costs based on the market conditions as they exist approximately thirty (30) days prior to the date of the pricing of the PID Bonds (the “Estimated Costs”). The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non QTEO. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner in an amount less than or equal to the Estimated Costs. The Owner, in turn, shall remunerate to the City the amount shown on said invoice on or before the earlier of: (i) fifteen (15) business days after the date of said invoice, or (ii) five (5) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until the Owner has paid the invoice of Estimated Costs related to the PID Bonds then being issued.

(c) Upon the City’s approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing its City Obligations as non QTEO. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to the Owner of the amount of the Additional Costs. In the event the Additional Costs are less

than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice to the Owner required under this paragraph. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice required under this paragraph. If the Owner does not pay the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice required under this paragraph, the Owner shall not be paid any reimbursement amounts under any PID reimbursement agreement related to the Property until such payment of Additional Costs is made in full.

(d) Issuance of City Obligations prior to PID Bonds.

(1) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the Financial Advisor, shall calculate the Estimated Costs based on the market conditions as they exist twenty (20) days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner: (1) in an amount less than or equal to the Estimated Costs, and (2) that includes the pricing date for such City Obligations. The Owner, in turn, shall remunerate to the City the amount shown on said invoice at least fifteen (15) days prior to the pricing date indicated on the invoice. If the Owner fails to pay the Estimated Costs as required under this paragraph, the City, at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

(2) Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing non QTEO City Obligations. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to the Owner of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice to the Owner. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice. If the Owner does not pay to the City the difference between the Additional Costs and the Estimated Costs as required under this paragraph, then the Owner shall not be paid any reimbursement amounts under any Reimbursement Agreement related to the Property until such payment of Additional Costs is made in full.

(e) To the extent any Owner(s) or property owner(s) (including the Owner, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or property owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or property owner(s) (including the Owner, as applicable) as necessary so as to put all developers and property owners (including the Owner, if applicable) so paying for the same calendar year in the proportion set forth in subsection (f), below, said reimbursement to be made by the City within fifteen (15) business days after its receipt of such subsequent payments of such Additional Costs.

(f) The City shall charge Additional Costs attributable to any other developer or property owner on whose behalf the City has issued debt in the same manner as described in this section, and the Owner shall only be liable for its portion of the Additional Costs under this

provision, and if any Additional Costs in excess of the Owner's portion has already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Owner. The portion owed by the Owner shall be determined by dividing the total proceeds from any debt issued on behalf of the Owner in such calendar year by the total proceeds from any debt issued by the City pursuant to the PID Act for the benefit of all developers (including the Owner) in such calendar year.

Section 5.04. Tax Certificate

If in connection with the issuance of PID Bonds, the City is required to deliver a certificate as to tax exemption (a "Tax Certificate") to satisfy requirements of the Internal Revenue Code, the Owner agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Owner represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the Bond Proceeds (including, but not limited to, the use of the Authorized Improvements), the Owner further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

Section 5.05. Special Obligations

THE PID BONDS ARE SPECIAL OBLIGATIONS OF THE CITY SECURED SOLELY BY (A) REVENUES PLEDGED FOR THE PAYMENT OF THE PID BONDS UNDER THE TERMS OF THE INDENTURE AND (B) ANY OTHER FUNDS HELD UNDER THE INDENTURE AND EXPRESSLY PLEDGED UNDER THE INDENTURE TO THE PAYMENT OF THE PID BONDS ((A) AND (B) TOGETHER, THE "PLEDGED FUNDS"). THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN THE INDENTURE. THE OWNERS OF PID BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED FUNDS. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF PID BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED FUNDS. NONE OF THE CITY, NOR ANY OF ITS ELECTED OR APPOINTED OFFICIALS NOR ANY OF ITS OFFICERS, EMPLOYEES, CONSULTANTS OR REPRESENTATIVES SHALL INCUR ANY LIABILITY HEREUNDER TO THE OWNER OR ANY OTHER PARTY IN THEIR INDIVIDUAL CAPACITIES BY REASON OF THIS AGREEMENT OR THEIR ACTS OR OMISSIONS UNDER THIS AGREEMENT.

Section 5.06. Project Fund

The City hereby covenants and agrees that if PID Bonds are issued, the Indenture will establish a Project Fund as a separate fund to be held by the Trustee under the Indenture. The portion of the proceeds of the PID Bonds issued to pay Actual Costs of Authorized Improvements and Bond Issuance Costs shall be deposited upon issuance into separate accounts within the Project

Fund, as described in the Indenture.

Section 5.07. Denomination, Maturity, Interest, and Security for Bonds

(a) Each series of PID Bonds shall be finally authorized by the City Council and shall be issued in the denominations, mature and be prepaid, bear interest, and be secured by and payable solely from the PID Bond Security, all to be as described and provided in the PID Bond Ordinance or Indenture, as applicable.

(b) The final and adopted versions of the PID Bond Ordinance and the Indenture (and all documents incorporated or approved therein) will contain provisions relating to the withdrawal, application, and uses of the proceeds of the PID Bonds when and as issued and delivered and otherwise contain such terms and provisions as are mutually approved by the City and the Owner.

Section 5.08. Sale of PID Bonds

The PID Bonds, if issued by the City, shall be marketed and sold through negotiated sale to an approved third party(s) by the City's approved Underwriter with the cooperation and assistance of the Owner in all respects with respect to the preparation of marketing/offering documents, such as preliminary and final official statements or in such other marketing and/or sales method mutually agreed upon by the City and the Owner.

Section 5.09. Contemporaneous Approval

Notwithstanding the foregoing, the City may authorize the issuance of the PID Bonds contemporaneously with authorizing the execution of this Agreement. The Authorized Improvements to be constructed and funded in connection with the Improvement Area #1 PID Bonds are more particularly described in the Service and Assessment Plan.

Section 5.10. Reimbursement Agreements

The costs of some Authorized Improvements will be initially financed through Reimbursement Agreements. As provided in Section 4.03 above, the Owner and the City have entered into the Reimbursement Agreement, which provides for Assessments that will reimburse the Owner for Actual Costs incurred in connection with Authorized Improvements until PID Bonds are issued in an amount equal to the outstanding Assessments. Owner and City will enter into one or more Reimbursement Agreements, as applicable, to reimburse the Owner for Actual Costs incurred in connection with Authorized Improvements in Future Improvement Areas.

Section 5.11. [Reserved]

ARTICLE VI. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

Section 6.01. Representations and Warranties of City

The City makes the following covenants, representations and warranties for the benefit of the Owner:

(a) The City will deliver a certificate relating to the PID Bonds (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the "Tax

Certificate”) containing covenants and agreements designed to satisfy the requirements of Sections 103 and 141 through 150, inclusive, of the Texas Tax Code and the income tax regulations issued thereunder relating to the use of the proceeds of the PID Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of Section 148 of the Federal Tax Code (collectively, “**Bond Proceeds**”).

(b) The City is a political subdivision of the State of Texas, incorporated, organized, and existing under the Constitution and general laws of the State, and has full legal right, power and authority under the PID Act and other applicable law (i) to enter into, execute, and deliver this Agreement, (ii) to adopt the Assessment Ordinance, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

(c) The City will not unreasonably condition, delay, or withhold final acceptance of any of the Authorized Improvements.

(d) The City will maintain proper books of record and account for all costs incurred by the City that are associated with the administration of the District, including, but not limited to, those costs associated with continuing disclosure, compliance with federal tax law, agent fees, consultant fees, regulatory reporting and legal and financial reporting requirements. The City covenants that such accounting books will be maintained in accordance with generally accepted accounting practices and will be available for inspection by the Owner or its agent at any reasonable time during regular business hours upon at least 72 hours’ notice.

Section 6.02. Covenants, Representation, and Warranties of Owner

The Owner makes the following representations, warranties and covenants for the benefit of the City:

(a) The Owner represents and warrants that each Owner entity is organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Owner represents and warrants that the Owner has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been validly executed and delivered on behalf of the Owner.

(c) The Owner represents and warrants that this Agreement is valid and enforceable obligation of the Owner and is enforceable against the Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors’ rights in general and by general equity principles.

(d) The Owner covenants that once it commences construction of an Authorized Improvement or Segment, it will use its reasonable and diligent efforts to do all things which may be lawfully required of it in order to cause such Authorized Improvement or Segment to be completed in accordance with this Agreement.

(e) The Owner covenants that it will not commit or knowingly permit any act in, upon, or to the Property or the Project in violation of any law, ordinance, rule, regulation, or order of any governmental authority or any covenant, condition, or restriction now or hereafter affecting the Property or the Project.

(f) The Owner represents and warrants that (i) it will not request payment from the City for the acquisition of any Authorized Improvements that are not part of the Project, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to Payment Requests.

(g) For a period of two (2) years after the final Acceptance Date of each applicable Authorized Improvement, the Owner covenants to maintain proper books of record and account for the Authorized Improvements and all costs related thereto. The Owner covenants that such accounting books will be maintained in accordance with sound accounting practices, and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least seventy-two (72) hours' notice.

(c) The Owner agrees to provide the information required pursuant to the Owner Continuing Disclosure Agreement executed by the Owner in connection with the issuance of the PID Bonds.

(d) [Reserved]

(e) The Owner covenants to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Owner further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct and complete as of that date, and (ii) the Owner will make reasonable inquiries to ensure such truth, correctness and completeness. The Owner covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds that would cause any of the covenants or agreements of the City contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

(f) The Owner warrants and represents that it has not assigned its right to reimbursement under this Agreement to an issuer of debt that is located in or subject to the laws of another state.

(g) The Owner agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the Effective Date.

Section 6.03. Buyer Disclosures

The Owner shall comply with Chapter 5 of the Property Code, as amended, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases any Parcel owned by the Owner, or any portion thereof, to comply with the notice requirements set forth in Chapter 5 of the Property Code regarding any subsequent sale or conveyance of the Parcel. The Owner's compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) if and when there is a sale of a Lot to a purchaser.

Section 6.04. Indemnification and Hold Harmless by Owner

THE OWNER WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES, AND AGENTS (IN THIS SECTION, THE “CITY”) AGAINST AND FROM, AND WILL PAY TO THE CITY, THE AMOUNT OF, ALL ACTIONS, DAMAGES, CLAIMS, LOSSES, OR EXPENSE OF ANY TYPE, WHETHER OR NOT INVOLVING A THIRD-PARTY CLAIM (COLLECTIVELY, “DAMAGES”), ARISING DIRECTLY OR INDIRECTLY, FROM (i) THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER; (ii) THE NEGLIGENT DESIGN, ENGINEERING, OR CONSTRUCTION BY THE OWNER OF ANY AUTHORIZED IMPROVEMENT ACQUIRED BY THE CITY; (iii) THE OWNER’S NONPAYMENT UNDER CONTRACTS WITH THE OWNER FOR ANY AUTHORIZED IMPROVEMENT UNDER THIS AGREEMENT; (iv) ANY CLAIMS AGAINST THE CITY RELATING TO ANY AUTHORIZED IMPROVEMENT ACQUIRED UNDER THIS AGREEMENT; OR (v) ANY THIRD PARTY CLAIMS RELATING TO ANY AUTHORIZED IMPROVEMENT ACQUIRED UNDER THIS AGREEMENT, INCLUDING ANY CLAIM RELATING TO NEGLIGENCE OF THE CITY. THE OWNER WILL DEFEND THE CITY AGAINST ALL SUCH CLAIMS AND THE CITY WILL REASONABLY COOPERATE AND ASSIST IN PROVIDING SUCH DEFENSE. THE CITY WILL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER. THE CITY RESERVES THE RIGHT, BUT IS NOT REQUIRED, TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE AT ITS OWN EXPENSE. THE OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION AND IF THE OWNER DOES NOT DO SO, THE CITY MAY RETAIN ITS OWN DEFENSE COUNSEL AND THE OWNER WILL BE LIABLE FOR ALL REASONABLE SUCH COSTS. THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT INDEFINITELY, SUBJECT TO APPROPRIATE STATUTES OF LIMITATIONS, AS THEY MAY BE TOLLED OR EXTENDED BY AGREEMENT OR OPERATION OF LAW.

ARTICLE VII. DEFAULT AND REMEDIES

(a) A Party will be deemed in default under this Agreement (which will 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) Before any failure of any Party to perform its obligations under this Agreement will be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice (or five (5) days in the case of a monetary default), subject, however, in the case of nonmonetary default, to the terms and provisions of subparagraph (c) below. Upon a breach of this Agreement, the non-defaulting Party in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained (and/or an action for mandamus as and if appropriate). Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Article VII

or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party. Notwithstanding any provision contained herein to the contrary, the Owner shall not be required to construct any portion of the Authorized Improvements (or take any other action related to or in furtherance of same) while the City is in default under this Agreement).

(c) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing “force majeure” events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a “force majeure” event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article.

ARTICLE VIII. GENERAL PROVISIONS

Section 8.01. Notices.

Any notice, communication, or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent, and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to City: City of Manor
 Attn: Scott Moore, City Manager
 105 E Eggleston St.
 Manor, TX 78653
 Facsimile: (512) 272-8636

With a copy to: Bickerstaff Heath Delgado Acosta LLP
 Attn: Gregory Miller
 Two Barton Skyway
 1611 S. MoPac Expressway, Suite C400
 Austin, Texas 78746
 Facsimile: (512) 320-5638

If to Owner: Las Entradas Development Corporation
c/o Dwyer Realty Co. Inc.
Attn: Pete Dwyer
9900 Hwy 290 East
Manor, TX 78653

With a copy to: Armbrust & Brown, PLLC
Attn: Sharon Smith
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Facsimile: (512) 435-2360

Section 8.02. Fee Arrangement /Administration of District

(a) The Owner agrees that it will pay all of the City's costs and expenses (including the City's third-party advisors and consultants) related to the creation and administration of the District, as well as costs and expenses relating to the development and review of the Service and Assessment Plan (including legal fees and financial advisory fees) ("**City PID Costs**"). The Owner and the City will make best efforts to agree to a budget for the City's costs and expenses. Prior to closing of the PID Bonds, the City shall (i) submit to the Owner and the Trustee invoices and other supporting documentation evidencing the City PID Costs and (ii) direct the Trustee to pay these fees, as applicable, to the City or on behalf of the City from proceeds of the PID Bonds. In addition to any City PID Costs pursuant to the preceding sentences, all fees of City legal counsel related to the issuance of the PID Bonds, including fees for the review of the District creation and District administration documentation, the preparation of customary bond documents and the obtaining of Attorney General approval for the PID Bonds, will be paid at closing from proceeds of the PID Bonds. Further, the Owner or agrees that it or the District will be responsible for paying the Administrative Expenses.

(b) In addition to any City PID Costs pursuant to the preceding sentences, all fees of legal counsel related to the issuance of the applicable PID Bonds, including fees for the review of the District creation and District administration documentation, the preparation of customary bond documents and the obtaining of Attorney General approval for the applicable PID Bonds, will be paid at closing from proceeds of the applicable PID Bonds.

(c) Notwithstanding the foregoing, Owner and the City have entered into that certain Professional Services Agreement, dated June 7, 2023 (as amended, the "**Professional Services Agreement**") where Owner agreed to pay the City PID Costs. All City PID Costs paid by the Owner pursuant to the Professional Services Agreement prior to the closing of the applicable PID Bonds shall be included in invoices paid at closing from proceeds of the PID Bonds.

(d) The Owner will be solely responsible for the costs associated with the issuance of any PID Bonds. The terms of subparagraph (a) above will apply to the Owner in the event that such bonds are issued.

(e) The City may enter into a separate agreement with an Administrator to administer the District after Closing. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts set forth in the Service and Assessment Plan. The City will work with the Administrator to use good faith efforts to maintain reasonable Annual

Collection Costs, as such term will defined in the Service and Assessment Plan. Any increase to such fee shall be for additional services provided, and in no case shall increase by more than 2% annually. The Administrator shall be responsible for preparation of the Service and Assessment Plan and any annual updates or amendments thereto. The Administrator shall be required by the City to provide all final copies of the Service and Assessment Plan, including amendments and annual updates thereto, to the Owner, at the same time such copies are provided to the City Council.

Section 8.03. Assignment and Other Transfers

(a) Subject to subparagraph (b) and (c) below, Owner may, in its sole and absolute discretion, assign or Transfer this Agreement with respect to all or part of the Project from time to time so long as the assigned rights and obligations are assumed without modifications to this Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment. Upon such Transfer, assignment, or partial assignment, Owner will be fully released from any and all obligations under this Agreement and will have no further liability with respect to this Agreement for the part of the Project so assigned.

(b) Any sale of a portion of the Property or assignment of any right hereunder will not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(c) The Owner shall include the following provision (the “Limitation on Securities Statement”) in any assignment, delegation, or Transfer of the Owner’s interest in this Agreement, in any Reimbursement Agreement, or in any unreimbursed Actual Costs, including any assignment, delegation, or transfer whereby such interest of the Owner is pledged as collateral or security for the financing of the Project:

No interest in, or right to, any portion of the funds or payment obligations described in the EntradaGlen Public Improvement District Financing Agreement between Las Entradas Development Corporation, and the City of Manor, Texas (the “PFA”) or any Reimbursement Agreement provided for and defined under the PFA (the PFA and any Reimbursement Agreement, hereafter collectively the “PID Financing Agreements”) may be used as collateral or security for any “State or local bonds,” as that term is defined and used in Section 103(a) of the Internal Revenue Code, other than those issued by the City of Manor, Texas, without the consent of the City Council of Manor, Texas, which may be given or withheld at its sole discretion.

(d) The Owner shall require the written commitment of any assign, successor in interest, or transferee (collectively, for the purposes of this Section 8.03, the “Assigns”) of the Owner’s interest in this Agreement or any Reimbursement Agreement, or other rights to payment of funds under either of those agreements including unreimbursed Actual Costs, to include the Limitation on Securities Statement in any assignment, delegation, or other transfer of interest in such rights made by said Assigns, or made by the assigns, successors in interest, or transferees of any Assign.

(e) The term “Assigns,” as used in this section 8.03, includes any individual or corporate entity that accepts as collateral or security for the financing of the Project the pledge of the Owner’s interest, or the pledge of any interest of any assign, successor in interest, or transferee

of the Owner, in this Agreement or any Reimbursement Agreement, or other rights to payment of funds under either of those agreements including unreimbursed Actual Costs.

(f) For the purposes of 17 Code of Federal Regulations 240.15c2-12 and municipal securities disclosure, a purchaser of Property, or an assign under this section 8.03, is an “Obligated Person” to the extent the purchaser or assign meets the definition of “Obligated Person” in the Owner Continuing Disclosure Agreement.

Section 8.04. Term of Agreement

This Agreement will terminate on the date on which the City and Owner discharge all of their obligations hereunder; provided, that if the Assessments are not levied, the City may dissolve the District and the Owner hereby consents to the City taking any and all steps necessary to dissolve the District in accordance with Section 372.011, Texas Local Government Code and that certain Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District dated December 2, 2020, as amended through the Second Amendment to the Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District dated November 16, 2022 (collectively, the “Dissolution Agreement”). This section is a covenant running with the land and is binding on the Owner’s successors and assigns.

Section 8.05. Construction of Certain Terms

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply:

- (a) Words importing a gender include either gender.
- (b) Words importing the singular include the plural and vice versa.
- (c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.
- (d) Any term defined herein by reference to another instrument or document will continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.
- (e) A reference to any Party includes, with respect to Owner, and its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.
- (f) All references in this Agreement to designated “Articles,” “Sections,” and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to “Exhibits” are to the designated Exhibits to this Agreement.
- (g) The words “herein,” “hereof,” “hereto,” “hereby,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.

(h) The words “including” and “includes,” and words of similar import, are deemed to be followed by the phrase “without limitation.”

(i) Unless the context otherwise requires, a reference to the “Property,” the “Authorized Improvements,” or the “District” is deemed to be followed by the phrase “or a portion thereof.”

(j) Every “request,” “order,” “demand,” “direction,” “application,” “appointment,” “notice,” “statement,” “certificate,” “consent,” “approval,” “waiver,” “identification,” or similar action under this Agreement by any Party will, unless the form of such instrument is specifically provided, be in writing signed by an authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party will not apply in the interpretation of this Agreement.

Section 8.06. Titles and Headings

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and will not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 8.07. Amendments.

This Agreement may be amended, modified, or changed by written instrument executed by the Parties. The Owner acknowledges that no officer, agent, employee, or representative of the City has any authority to change the terms of this Agreement unless expressly granted that authority by the City Council.

Section 8.08. Time

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 8.09. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 8.10. Entire Agreement

This Agreement contains the entire agreement of the Parties.

Section 8.11. Severability; Waiver

(a) If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be

affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

(b) Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.12. Owner as Independent Contractor

In performing under this Agreement, it is mutually understood that the Owner is acting as an independent contractor, and not an agent of the City.

Section 8.13. Supplemental Agreements

Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are included in the Service and Assessment Plan, the Assessment Ordinance, PID Bond Ordinance and Indenture. The Owner will provide any continuing disclosures required under the Indenture and will execute a separate agreement outlining Owner's continuing disclosure obligations, if required.

Section 8.14. Audit

The City Construction Representative or City Finance Director will have the right, during normal business hours and upon the giving of three business days' prior written notice to the Owner, to review all books and records of the Owner pertaining to costs and expenses incurred by the Owner with respect to any of the Authorized Improvements and any bids taken or received for the construction thereof or materials therefor.

Section 8.15. Venue

This Agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created hereunder are performable in Travis County, Texas, and venue for any action arising hereunder shall be in Travis County, Texas.

Section 8.16. No Third-Party Beneficiary

This Agreement is solely for the benefit of the Parties, and neither the City nor the Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City and the Owner.

Section 8.17. 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.

Section 8.18. Verifications of Statutory Representations and Covenants.

The Owner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. 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 discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

(e) Submitted herewith is a completed Form 1295 in connection with the Owner’s participation in the execution of this Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the Owner. The Owner and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.

Section 8.19. Notification

If any Party receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against a Party in relation to this Agreement, the Party receiving such notice must give written notice to the other Parties of the claim or other action within three business days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action, or proceeding; the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice must be given in the manner provided in this Agreement. Except as otherwise directed, the notifying Party must furnish to the other Parties copies of all pertinent papers received by that Party with respect to these claims or actions.

Section 8.20. Texas Public Information Act

The Parties agree that this Agreement, all performance under this Agreement, and all information obtained by City in connection with this Agreement is subject to applicable provisions of the Texas Public Information Act, Texas Government Code Chapter 552, and all legal authorities relating to the Texas Public Information Act, including decisions and letter rulings issued by the Texas Attorney General's Office; and the Owner agrees to provide City, citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Agreement subject to and in accordance with the Texas Public Information Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires a Party to waive any applicable exceptions to disclosure under the Texas Public Information Act.

Section 8.21. Correction of Technical Errors

If, by reason of inadvertence, and contrary to the intention of the Parties, errors are made in this Agreement in the legal descriptions or the references thereto or within any exhibit with respect to the legal descriptions, in the boundaries of any parcel in any map or drawing which is an exhibit, or in the typing of this Agreement or any of its exhibits or any other similar matters, the Parties by mutual agreement may correct such error by memorandum executed by them without the necessity of amendment of this Agreement.

Section 8.22. Disclaimer of Sponsorship or Direction

The City's performance of its obligations under this Agreement shall not under any circumstances establish or imply the City's acceptance or approval, or making of any representation, warranty, or guaranty as to the suitability of any plans or designs, or of the quality, workmanship, or suitability for use of any Authorized Improvement.

The City's performance of its obligations under this Agreement shall not under any circumstances establish or imply that the City is directing or controlling, whether expressly or otherwise, the means or methods of the Owner's completion of any Authorized Improvement.

The City's performance of its obligations under this Agreement shall not under any circumstances establish or imply any partnership, sponsorship, or contractual agreement between the City and any person or entity providing materials or services, including those of a general contractor, in connection with the completion of any Authorized Improvement.

Section 8.23. Order of Precedence

Should it be determined that the terms of this Agreement conflict with the terms of other agreements relating to the financing of the Project with the Proceeds of the PID Bonds or with the Assessments (such agreements together, the “**Financing Agreements**”), or if any the terms of this Agreement are found by the parties to contain a material ambiguity, the conflict or ambiguity shall be resolved by reference to the Financing Agreements in the following order of precedence:

- (a) First, the Indenture,
- (b) Second, the Development Agreement,
- (c) Third, this Agreement, and
- (d) Fourth, the applicable Reimbursement Agreement

Section 8.24. Exhibits

The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit A - Definitions
- Exhibit B-1 - District Map and Legal Description
- Exhibit B-2 - Improvement Area #1 Map and Legal Description
- Exhibits C-1, C-2, C-3 - Future Improvement Areas
- Exhibit D - [Reserved]
- Exhibit E - Form of Certification for Payment
- Exhibit F - Priority Order of Enhancement Projects
- Exhibit G - Closing Disbursement Request

[Signature Pages to Follow]

CITY OF MANOR, TEXAS, a municipal corporation

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

Attest:

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

LAS ENTRADAS DEVELOPMENT CORPORATION,
a Texas corporation

By: _____

Name: Peter A. Dwyer

Title: President

Exhibit “A” DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

“**Acceptance Date**” means, with respect to a Segment, the date that the Actual Cost thereof is paid to the Owner pursuant to the terms hereof.

“**Act**” means Chapter 372 of the Texas Local Government Code, as may be amended from time to time.

“**Actual Costs**” “Actual Costs” means, with respect to the Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

“**Administrative Expenses**” means the actual or budgeted costs and expenses related to the creation and operation of the PID, the issuance and sale of PID Bonds, and the administration of construction of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to assessment rolls and annual Service Plan updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with the SAP and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel; and (9) administering the construction of the Authorized Improvements. Administrative Expenses collected but not expended in any year shall be carried forward and applied to reduce Administrative Expenses for subsequent years.

“**Administrator**” means the person or independent firm designated by the City Council to perform the duties and obligations of the Administrator in the Service and Assessment Plan. The initial Administrator is P3Works, LLC, and Administrator includes any successor designated by the City.

“**Agreement**” has the meaning given in the recitals to this Agreement.

“**Annual Installment**” has the meaning given in the Service and Assessment Plan.

“**Applicable Rules**” shall mean the City’s ordinances, rules and regulations, the City Charter, and other local, state, and federal laws and regulations that apply to the Property and the development thereof, as they exist on the Effective Date.

“**Appraisal**” means the Market Value Appraisal of Real Property EntradaGlen –prepared for City of Manor dated effective November 19, 2024, prepared by Flato Realty Advisors, LLC.

“**Assessed Property**” shall have the meaning given in the Service and Assessment Plan.

“**Assessment Ordinance**” means each ordinance adopted by the City Council levying the Assessments on the Property, as required by Article II of this Agreement.

“**Assessment Revenues**” means money collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Property, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Costs (as defined in the Indenture), and (iv) Foreclosure Proceeds (as defined in the Indenture).

“**Assessments**” means the assessments levied against properties in the District, as provided for in the applicable Assessment Ordinance and in the Service and Assessment Plan, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

“**Attorney General**” means the Texas Attorney General’s Office.

“**Authorized Improvements**” means the improvements as described in the Service and Assessment Plan, as such plan is amended and updated from time to time.

“**Bond Issuance Cost**” means the total of the expenses associated with the sale of PID Bonds, including such items as underwriter’s discount, if any, and financial advisory, bond counsel, other counsel and rating agency fees, printing costs, and other expenses relating to the sale of the PID Bonds.

“**Bond Issuance Request**” means written request made by Owner to the City in good faith as evidenced by Owner’s expenditure of necessary amounts for market studies, financial analysis, legal counsel, and other professional services and due diligence necessary to support the request.

“**Bond Proceeds**” has the meaning given to them in Section 6.01(a) hereof.

“**Certification for Payment**” means the certificate (whether one or more) in substantially the same form as attached Exhibit “E”.

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

“**City Charter**” shall have the meaning given in the recitals of this Agreement.

“**City Construction Representative**” means the City Engineer or such other person selected by the City to oversee the construction of the Authorized Improvements on behalf of the City.

“**City Council**” means the governing body of the City.

“**City Engineer**” means the City Engineer of the City of Manor, Texas.

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

“**City PID Costs**” shall have the meaning given in Section 8.02 of this Agreement.

“**City Representative**” means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

“**Closing Disbursement Request**” means the request (whether one or more) in substantially the same form as attached Exhibit “G”.

“**Construction Management Fee**” means 4% of the costs incurred by or on behalf of Owner for the construction of each Segment.

“**Construction Manager**” means initially the Owner, and thereafter subject to change in accordance with Section 3.03 of this Agreement. The City acknowledges and agrees that (i) the Owner intends to subcontract out the duties of Construction Manager to a third party and (ii) Owner’s hiring of the initial subcontractor to serve as the Construction Manager shall not be deemed a change in the Construction Manager pursuant to the terms and conditions of Section 3.03.

“**Cost of Issuance Account**” shall have the meaning given in the Indenture.

“**County**” means Travis County, Texas.

“**Delinquent Collection Costs**” means interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment, or an Annual Installment thereof, in accordance with the PID Act which includes the Actual Costs related to pursuing collection of such delinquent Assessment, or an Annual Installment thereof, and the Actual Costs related to foreclosing the lien against the Assessed Property, including attorney’s fees to the extent permitted under State law.

“**Deposit Agreement**” shall mean that certain “City of Manor, Texas, Deposit Agreement EntradaGlen PID” by and between the parties having an effective date of April 25, 2024, and as amended by that “First Amendment to the City of Manor, Texas Deposit Agreement EntradaGlen PID,” by and between the parties and dated December 18, 2024.

“**Designated Successors and Assigns**” shall mean (i) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 8.03 related to all

or a portion of the Property, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

"Development Agreement" has the meaning given in the recitals of this Agreement.

"District" has the meaning given in the recitals to this Agreement.

"Effective Date" has the meaning given in this Agreement.

"Enhancement Project" or **"Enhancement Projects"** means the improvements described in Appendix B of the Service and Assessment Plan and identified in Exhibit "F".

"Federal Tax Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Financial Advisor" shall mean initially SAMCO Capital Markets, Inc.

"Future Bonds Test" means the investment and underwriting criteria which must be met prior to the issuance of Future Improvement Area Bonds which are more particularly described in an Indenture.

"Future Improvement Area Bonds" means bonds issued to fund Authorized Improvements (or a portion thereof) in a Future Improvement Area. In connection with the Future Improvement Area Bonds, Assessments will be levied only on Parcels located within the Future Improvement Area in question.

"Future Improvement Areas" means the property within the planned Improvement Area #2, consisting of approximately 111.371 acres within the District, as depicted and described on Exhibits "C-1," "C-2", and "C-3" (collectively "Exhibit 'C'"), and as depicted and described in the Service and Assessment Plan, and in the case of conflict, the Service and Assessment Plan shall control. One or more than one Future Improvement Area may be developed in one or more than one phase after Improvement Area #1 of the Project, as generally depicted in Exhibit "C." The Future Improvement Areas are subject to adjustment and are shown for example only.

"Improvement Area #1" means the area to be developed within the PID consisting of approximately 150.72 acres within the District as described and depicted in Exhibit "B-2."

"Improvement Area #1 Bonds" means the City of Manor, Texas, Special Assessment Revenue Bonds, Series 2025 (EntradaGlen Public Improvement District Improvement Area #1 Project).

"Improvement Area #1 Indenture" means the Indenture securing the Improvement Area #1 Bonds.

"Improvement Area #2" means the area to be developed within the PID consisting of approximately 111.371 acres within the District and which as of the Effective Date of this

Agreement is the same area defined herein as, and called, the Future Improvement Areas.

“**Indenture**” means the applicable Indenture of Trust between the City and a trustee relating to the issuance of a series of PID Bonds for financing costs of Authorized Improvements, as it may be amended from time to time.

“**Initial Owner Expended Funds**” has the meaning given in Section 4.02(f) of this Agreement.

“**Initial Reimbursement Payment**” has the meaning given in Section 4.02(g) of this Agreement.

“**Landowner**” shall mean the owner(s) of the Property.

“**Lot**” means (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

“**Maximum Assessment**” means for each lot classification identified in the Service and Assessment Plan, an Assessment equal to the lesser of: (i) the amount calculated pursuant to the Service and Assessment Plan, (ii) an amount that produces an average Annual Installment (inclusive of principal, interest, and Administrative Expenses) resulting in the Maximum Equivalent Tax Rate, or (iii) for any given tax year an Annual Installment of \$.30 per \$100 of Parcel value as appraised by the Travis Central Appraisal District. The Maximum Assessment shall only be calculated upon (i) a maximum aggregate par amount of PID Bonds of \$40,000,000 (ii) for a parcel being created by a subdivision plat, at the time of the filing of a subdivision plat, and (iii) for parcels whose assessments are securing a series of PID Bonds, at the time such PID Bonds are issued.

“**Maximum Equivalent Tax Rate**” means for each lot classification identified in the Service and Assessment Plan, a rate of \$3.26 per \$100 of estimated buildout value which rate is comprised of the Annual Installment plus the rate of all ad valorem levied against the Assessed Property. The estimated buildout value for a lot classification shall be determined by the PID administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, information provided by the Owner, or any other information that may help determine buildout value.

“**Non-Enhancement Improvements**” means Authorized Improvements that are not Enhancement Projects.

“**Notice**” means any notice, writing, or other communication given under this Agreement.

“**OA-Maintained Improvements**” means the Authorized Improvements to be maintained by the Owners Association in accordance with this Agreement.

“**Owner**” has the meaning given in the recitals to this Agreement.

“**Owner Continuing Disclosure Agreement**” shall have the meaning given in the Indenture or any purchase agreement relating to the sale of the PID Bonds.

“**Owner Contribution Account**” shall mean the account of the same name established within the Improvement Area #1 Indenture under the Project Fund.

“**Owner Expended Funds**” means funds expended by the Owner on or after the Effective Date, and is distinguished from “Initial Owner Expended Funds” as defined herein.

“**Owners Association**” means an owners association or property owners association.

“**Parcel**” means a property identified by either a tax map identification number assigned by the Travis Central Appraisal District for real property tax purpose, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Travis County, or by any other means determined by the City.

“**Party**” means the Owner or the City, as parties to this Agreement, and “**Parties**” means collectively, the Owner and the City.

“**Payment Request**” means the Certification for Payment.

“**PID Bond Ordinance**” means and refers to the ordinance(s) of the City Council that will authorize and approve the issuance and sale of the PID Bonds and provide for their security and payment, either under the terms of the bond ordinance or a trust indenture related to the PID Bonds.

“**PID Bond Security**” means the funds that are to be pledged in or pursuant to the PID Bond Ordinance or the Indenture to the payment of the debt service requirements on the PID Bonds, consisting of the Assessments, including earnings and income derived from the investment or deposit of Assessments in the special funds or accounts created and established for the payment and security of the PID Bonds, unless such earnings are required to be deposited into a rebate fund for payment to the federal government.

“**PID Bonds**” means the bonds to be issued by the City, in one or more series, to finance the Authorized Improvements that confer special benefit on the Property, which may include funds for any required reserves and amounts necessary to pay the PID Bond Issuance Costs, and to be secured by a pledge of the Assessments pursuant to the authority granted in the PID Act, for the purposes of (i) financing the costs of Authorized Improvements and related costs, and (ii) reimbursement for Actual Costs paid prior to the issuance of and payment for the PID Bonds. This term is used to collectively refer to the Improvement Area #1 Bonds and the Future Improvement Area Bonds throughout this Agreement.

“**Pledged Revenue Fund**” means the separate and unique fund established by the City under such name pursuant to the Indenture wherein the Assessment Revenues are deposited.

“**Prepayment**” means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal,

interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

“**Professional Services Agreement**” shall have the meaning given in Section 8.02(c) of this Agreement.

“**Project**” has the meaning given in the recitals to this Agreement.

“**Project Costs**” means the total of all Actual Costs.

“**Project Development Agreement**” has the meaning given in Section 4.01(b) of this Agreement.

“**Project Engineer**” means the civil engineer or firm of civil engineers selected by the Owner to perform the duties set forth herein, which is currently Kimley-Horn and Associates.

“**Project Fund**” means the separate and unique fund established by the City under such name pursuant to the Indenture as described in Section 5.06 hereof.

“**Property**” has the meaning given in the recitals to this Agreement.

“**Reimbursement Agreement**” has the meaning given in the recitals to this Agreement and which obligates the City to reimburse the Owner for Actual Costs of an Authorized Improvement, secured solely by Assessments to be paid to Owner pursuant to an agreement between the City and the Owner.

“**Segment**” or “**Segments**” means the discrete portions of the Authorized Improvements identified as such.

“**Service and Assessment Plan**” means the EntradaGlen Public Improvement District Service and Assessment Plan (as such plan is amended and updated from time to time), to be initially adopted by the City Council in the Assessment Ordinance for the purpose of assessing allocated costs against property located within the boundaries of the District having terms, provisions, and findings approved and agreed to by the Owner, as required by Article II of this Agreement.

“**State**” means the State of Texas.

“**Trustee**” means the trustee (or successor trustee) under an Indenture.

“**Underwriter**” means FMSbonds, Inc., or its successor.

“**Unpaid Balance**” shall have the meaning given in the applicable Reimbursement Agreement.

“**Zone A**” means approximately 105.034 acres located within the District, as shown on Exhibit B-6 of the Service and Assessment Plan.

“Zone A Improvements” means those Authorized Improvements, including Enhancement Projects, that only benefit Zone A, more specifically described in Section III.A of the Service and Assessment Plan.

“Zone A Improvements Account” means the Account of such name established pursuant to the Improvement Area #1 Indenture to pay the Actual Costs of Zone A Improvements.

“Zone B” means approximately 103.741 acres located within the District, as shown on Exhibit B-7 of the Service and Assessment Plan.

“Zone B Improvements” means those Authorized Improvements, including Enhancement Projects, that only benefit Zone B, more specifically described in Section III.B of the Service and Assessment Plan.

“Zone B Improvements Account” means the Account of such name established pursuant to Improvement Area #1 Indenture to pay the Actual Costs of Zone B Improvements.

“Zone C” means approximately 37.576 acres located within the District, as shown on Exhibit B-8 of the Service and Assessment Plan.

“Zone C Improvements” means those Authorized Improvements, including Enhancement Projects, that only benefit Zone C, more specifically described in Section III.C of the Service and Assessment Plan.

“Zone C Improvements Account” means the Account of such name established pursuant to Improvement Area #1 Indenture. to pay the Actual Costs of Zone C Improvements.

“Zone Improvements” means one or more of the Zone A Improvements, Zone B Improvements, or Zone C Improvements, together.

“Zone Improvements Account” or **“Zone Improvements Accounts”** means one or more of the Zone A Improvements Account, Zone B Improvements Account, or Zone C Improvements Accounts, individually, in combination, or together.

Exhibit “B-1”
DISTRICT MAP AND LEGAL DESCRIPTION

**A METES AND BOUNDS
DESCRIPTION OF
262.091 ACRES OF LAND**

BEING 262.091 acres of land being all situated in William Standerford Survey No. 69, Abstract No. 742 and James Manor Survey No. 40, Abstract No. 546 City of Manor, Travis County, Texas; said 262.091 acres being more particularly described as follows:

BEGINNING, at a found 1/8 inch iron rod located in the northerly line of U.S. 290 East (Variable R.O.W.), from which a found 1/8 inch iron rod bears N 81° 46' 36" E, 43.50 feet for the most southeasterly corner of that certain 3.056 acre tract conveyed to Cottonwood Holding, LTD., as recorded in Volume 12266, Page 1144 of the Official Record of Travis County, Texas;

THENCE, North 67° 22' 19" West, along the said 3.056 acre tract, 348.58 feet, to a point located in the northeasterly line of Gregg Manor Road;

THENCE, South 79° 12' 13" West, crossing said Gregg Manor Road, 82.72 feet, to a point;

THENCE, leaving said Gregg Manor Road and along the that certain 3.559 acre tract conveyed to Haywood-Schneider Land, as recorded in Document No. 2003152493 of the Official Record of Travis County, Texas, the following courses;

North 39° 38' 34" West, 247.22 feet, to a point;
South 11° 34' 33" West, 229.22 feet, to a point;
South 77° 09' 04" West, 384.67 feet, to a point;
South 12° 40' 50" West, 203.70 feet, to a point located along northerly line of U.S. 290 East (Variable R.O.W.);

THENCE, South 12° 21' 29" West, crossing said U.S. 290 East, 172.10 feet, to a point marking the northwesterly corner of that certain 20.00 acre tract conveyed to Robert L. Johnson, Curt D. Johnson and Gerald W. Broesche as recorded in Document No. 2003030623 of the Official Record of Travis County, Texas;

THENCE, leaving said U.S. 290 East and along the said 20.00 acre tract and that certain 29.982 acre tract conveyed to Aus-Tex Part and Service, LTD. as recorded in Document No. 2003013586 of the Official Record of Travis County, Texas, the following courses;

South 12° 17' 18" West, 619.08 feet, to a point;
South 12° 21' 58" West, 351.11 feet, to a point;
South 73° 34' 57" East, 146.20 feet, to a point;
South 03° 04' 01" West, 335.29 feet, to a point;
South 81° 36' 06" East, 357.77 feet, to a point;
South 61° 11' 08" East, 38.59 feet, to a point;
South 60° 22' 36" East, 399.08 feet, to a point;

THENCE, along that certain 105.17 acre tract conveyed to Las Entradas Development as recorded in Document No. 2007002485 of the Official Record of Travis County, Texas, the following courses;

South 10° 39' 14" West, 572.76 feet, to a point;
North 82° 37' 38" West, 250.37 feet, to a point;
North 85° 52' 15" West, 549.56 feet, to a point;
North 09° 37' 11" East, 183.55 feet, to a point;
North 03° 33' 06" East, 33.48 feet, to a point;
North 05° 30' 59" East, 168.03 feet, to a point;
North 05° 31' 51" East, 64.05 feet, to a point;
North 80° 24' 18" West, 573.95 feet, to a point;
South 08° 48' 04" East, 231.54 feet, to a point;
South 08° 48' 17" East, 141.01 feet, to a point;
South 11° 34' 05" East, 160.41 feet, to a point;
North 86° 45' 04" West, 649.61 feet, to a point;
South 83° 51' 53" West, 672.58 feet, to a point;
North 86° 43' 23" West, 66.80 feet, to a point;
North 14° 02' 26" West, 197.68 feet, to a point;
North 04° 09' 56" East, 15.80 feet, to a point;
North 57° 00' 04" West, 309.03 feet, to a point;
North 34° 35' 04" West, 53.35 feet, to a point;
North 46° 33' 04" West, 133.26 feet, to a point;
North 61° 56' 04" West, 120.87 feet, to a point;
North 47° 28' 04" West, 32.98 feet, to a point;
North 36° 26' 04" West, 85.00 feet, to a point;
North 13° 24' 04" West, 77.95 feet, to a point;
North 44° 52' 04" West, 306.10 feet, to a point;
North 38° 43' 04" West, 32.56 feet, to a point;
North 46° 15' 04" West, 108.84 feet, to a point;
North 46° 27' 04" West, 64.79 feet, to a point;
North 37° 49' 04" West, 121.78 feet, to a point;
North 03° 19' 04" West, 11.56 feet, to a point;

THENCE, North 15° 34' 13" West, crossing said U.S. 290 East, 223.84 feet, to a point located along that certain 104.823 acre tract conveyed to Entradas Development as recorded in Document No. 2007002485 of the Official Record of Travis County, Texas;

THENCE, North 27° 26' 43" East, leaving said U.S. 290 East and along the said 104.823 acre tract, 3034.79 feet, to a point located in the southwesterly line of Hill Lane;

THENCE, South 63° 12' 34" East, along the southwesterly line of Hill Lane, 2252.36 feet, to a point located in the westerly line of Gregg Manor Road;

THENCE, along the westerly line of Gregg Manor Road, the following courses;

North 13° 34' 46" East, 53.63 feet, to a point;
North 04° 53' 08" East, 117.43 feet, to a point;
Northerly, along the arc of curve to the right having a radius of 614.73 feet, a central angle 07° 03' 46", an arc length of 75.78 feet and chord bearing: N 00° 56' 38" W, 75.73 feet, to a point;

THENCE, crossing said Gregg Manor Road, and along that certain 3.056 acre tract conveyed to Cottonwood Holding, L.T.D., as recorded in Volume 12266, Page 1144 of the Official Record of Travis County, Texas, the following courses;

North 89° 55' 50" East, 789.50 feet, to a point;
South 01° 55' 56" East, 149.65 feet, to a point;
North 57° 30' 39" East, 320.38 feet, to a point;
North 57° 05' 36" East, 18.82 feet, to a point;
North 60° 18' 53" East, 18.23 feet, to a point;
North 60° 14' 49" East, 220.49 feet, to a point;
North 18° 14' 56" East, 33.39 feet, to a point;

THENCE, North 25° 15' 31" East, crossing Lexington Boulevard, 113.40 feet, to a point;

THENCE, leaving said Lexington Boulevard and along the said Lots 2 and 3 of the Shadowglen Golf Course, the following courses;

South 87° 53' 05" East, 261.59 feet, to a point;
South 52° 27' 37" East, 87.38 feet, to a point;
South 87° 36' 38" East, 209.38 feet, to a point;
North 63° 56' 55" East, 121.56 feet, to a point;
South 25° 58' 20" East, 136.94 feet, to a point;
South 72° 21' 35" East, 461.95 feet, to a point;
South 17° 28' 29" West, 285.30 feet, to a point on the northeasterly line of Lot 2, Shadowview Shopping Center plat of which is recorded in Document No. 200900046 of the Official public Records of Travis County, Texas;

THENCE, crossing said Lot 2, Texas, the following courses;

South 63° 17' 53" West, 79.46 feet, to a point;
South 52° 54' 13" West, 85.65 feet, to a point;
South 87° 11' 48" West, 258.09 feet, to a point;
South 88° 20' 35" West, 49.98 feet, to a point;
South 87° 11' 50" West, 28.06 feet, to a point;
South 67° 55' 05" West, 35.80 feet, to a point on the easterly line of Lot 1, as described in said Shadowview Shopping Center;

THENCE, North 02° 48' 32" West, 52.08 feet, along said easterly line of Lot 1, to a point;

THENCE, South 87° 21' 04" West, 197.61 feet, along northerly line of Lot 1, to a point on the northeasterly line of Lexington Boulevard;

THENCE, southeasterly, along the arc of curve to the right having a radius of 600.00 feet, a central angle 05° 26' 36", an arc length of 57.00 feet and chord bearing: S 16° 52' 25" E, 56.98 feet, to a point;

THENCE, South 86° 51' 07" West, crossing Lexington Boulevard, 94.24 feet, to a point;

THENCE, leaving the said Lexington Boulevard and along the said 3.056 acres tract, the following courses;

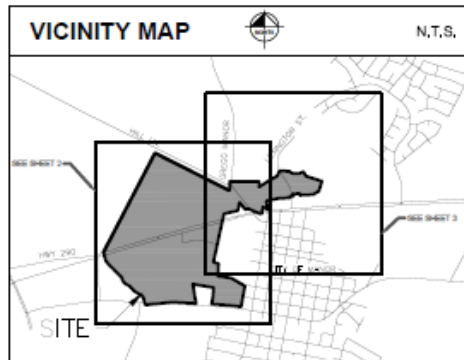
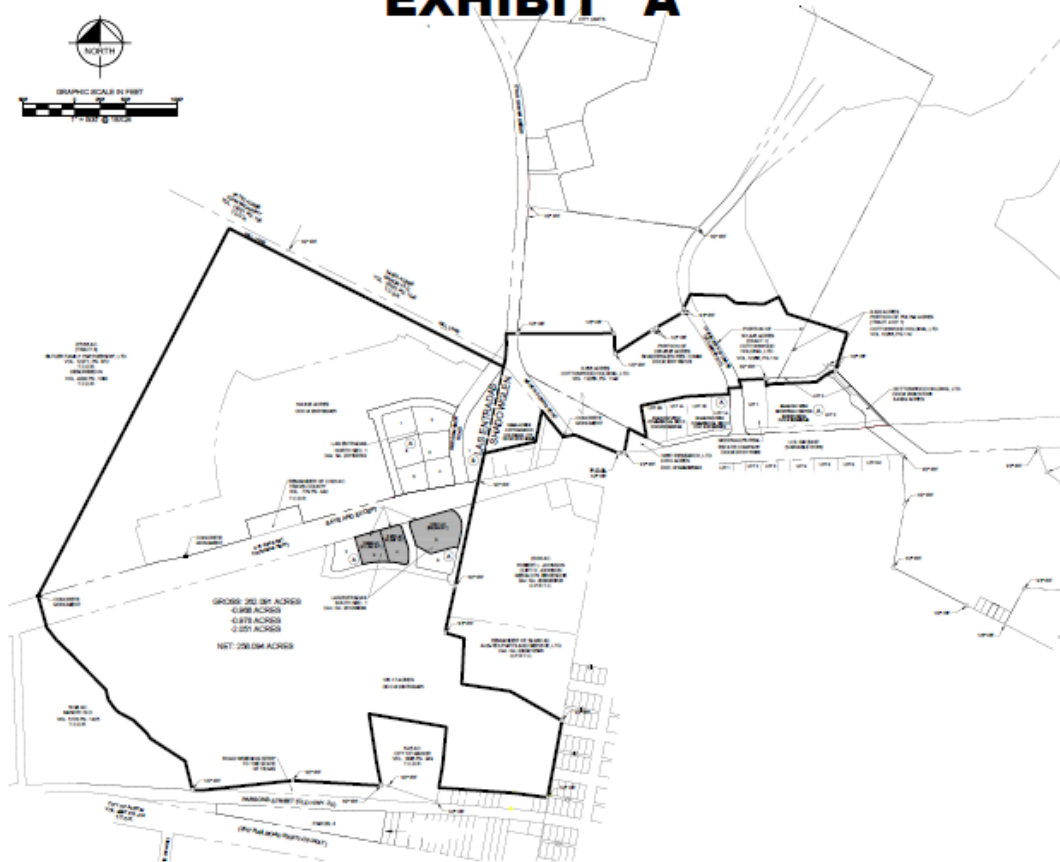
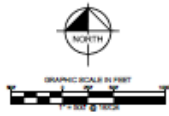
South 07° 15' 14" East, 45.09 feet, to a point;
South 87° 01' 08" West, 313.45 feet, to a point;
South 78° 26' 52" West, 338.63 feet, to a point;
South 09° 49' 28" East, 236.78 feet, to a point;
North 62° 40' 18" West, 145.72 feet, to a point;
South 10° 38' 50" West, 177.87 feet, to a point;
South 81° 46' 36" West, 43.50 feet, to the POINT OF BEGINNING and containing 262.091 acres (11,416,701 square feet) of land, more or less;

SAVE AND EXCEPT: 0.968 ACRES (42,156 square feet), Lot 3, Block A, Las Entradas South Section 1, as described in Document No. 201200083 Official Records Travis County Texas.

SAVE AND EXCEPT: 0.978 ACRES (42,587 square feet), Lot 4, Block A, Las Entradas South Section 1, as described in Document No. 201200083 Official Records Travis County Texas.

SAVE AND EXCEPT: 2.051 ACRES (89,354 square feet), Lot 5, Block A, Las Entradas South Section 1, as described in Document No. 201200083 Official Records Travis County Texas.

EXHIBIT "A"



ENTRADA - GLEN
PUBLIC IMPROVEMENT DISTRICT (PID)
262.091 ACRES
SITUATED IN THE WILLIAM STANDERFORD
SURVEY NO. 69, ABSTRACT NO. 742 AND
JAMES MANOR
SURVEY NO. 40, ABSTRACT NO. 546
CITY OF MANOR, TRAVIS COUNTY, TEXAS

LEGEND

NO.	DATE	REVISION DESCRIPTION
1	4/18/18	REVISED LINE BEARINGS/DISTANCE
2	5/15/18	PER CLIENT COMMENTS

Kimley»Horn

801 West Loop West, Suite 200
Fort Worth, Texas 76102 Phone: 817.333.8273 Fax: 817.333.8274
www.kimley-horn.com

DATE: 5/15/18 DRAWN BY: JMM CHECKED BY: JMM PLOT DATE: 5/15/18 SCALE: 1"=50'

NOTES:
1. This document was prepared under 22 TAC 883.21. It does not reflect the results of an on-the-ground survey and is not to be used to convey or establish interests in real property except under legal and technical advice and supervision by the creator or preparer of the survey of the public address for which it was prepared.
2. Bearing system based on the Texas Coordinate System of 1983, Central Zone (1302), North American Datum of 1983.

Exhibits "B-2"
IMPROVEMENT AREA #1 MAPS AND LEGAL DESCRIPTIONS

**A METES AND BOUNDS
DESCRIPTION OF
A 79.138 ACRE TRACT OF LAND**

BEING a 79.138 acre (3,447,261 square feet) tract of land situated in the William Standerford Survey No. 69, Abstract No. 742, and the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas; and containing the following tracts of land:

- a portion of that certain 104.825 acre tract described in instrument to Las Entradas Development Corporation, recorded in Document No. 2007002485,
- all of Lots 1 - 2, Transpack, plat of which is recorded in Document No. 202300160,
- all of Lot 1, Block A Las Entradas North Section 2, plat of which is recorded in Document No. 202022238,
- all of Lots 1 - 6, Block A Las Entradas North Section 1, plat of which is recorded in Document No. 201500182,
- all of Lots 1A and 2A, Block B of the replat of Las Entradas North Section 1, plat of which is recorded in Document Number 202300014,
- all of that certain 5.964 acre tract described in instrument to Manor Lodging Development, LLC, recorded in Document No. 2022066626,
- all of that certain 0.2069 acre tract added to Gregg Manor Road, described in instrument to City of Manor in Document No. 2013102646,
- all of that certain 2.226 acre tract added to Gregg Manor Road, described in instrument to City of Manor in Document No. 2013102647,
- all recorded in the Official Public Records of Travis County,
- and a portion of Gregg Manor Road (width varies) and a portion of Hill Lane (width varies);

and being more particularly described as follows:

BEGINNING at a point on the northerly right-of-way line of U.S. Highway 290 (width varies) marking the southeast corner of said Lot 2A, Block B;

THENCE, along the northerly right-of-way line of said U.S. Highway 290 the following seven (7) courses and distances:

1. South 79°53'04" West, 518.52 feet to a point for corner;
2. South 74°02'00" West, 800.76 feet to a point for corner;
3. North 15°55'42" West, 135.94 feet to a point for corner;
4. South 74°04'18" West, 400.00 feet to a point for corner;
5. South 15°55'42" East, 136.00 feet to a point for corner;
6. South 74°07'57" West, 499.43 feet to a point for corner;
7. South 79°12'52" West, 39.71 feet to a point for corner;

THENCE, departing the northerly right-of-way line of U.S. Highway 290 (width varies), crossing said 104.825 acre tract, the following four (4) courses and distances:

1. North 16°05'40" West, 303.90 feet to a point for corner;
2. North 74°04'01" East, 425.42 feet to a point for corner;
3. in a northerly direction along a non-tangent curve to the right, having

a radius of 1120.00 feet, a chord North 11°44'57" East, 590.43 feet, a central angle of 30°33'56", and an arc length of 597.49 feet to a point for corner;

4. North 27°01'55" East, 41.40 feet to a point for corner;

THENCE, along the southwesterly and northwesterly boundary line of said Transpak the following two (2) courses and distances;

1. North 62°17'48" West, 732.58 feet to a point for corner;
2. North 27°28'12" East, 1179.73 feet to a point for corner on the southerly right-of-way line of aforesaid Hill Lane;

THENCE, South 63°12'35" East, 2148.63 feet along the southerly right-of-way line of said Hill Lane to a point marking the northeast corner of said 5.964 acre tract;

THENCE, North 35°38'19" East, 57.57 feet crossing said Hill Lane to a point marking the southwest corner of aforesaid 0.2069 acre tract;

THENCE, along the westerly line of aforesaid Gregg Manor Road in a northeasterly direction along a non-tangent curve to the left, having a radius of 450.00 feet, a chord North 23°55'54" East, 166.37 feet, a central angle of 21°18'21", and an arc length of 167.34 feet to a point of tangency;

THENCE, crossing said Gregg Manor Road the following four (4) courses and distances:

1. North 89°55'50" East, 15.44 feet crossing said 0.2069 acre tract to a point for corner;
2. along the easterly boundary of said 0.2069 acre tract, in a southerly direction along a non-tangent curve to the left, having a radius of 612.96 feet, a chord South 01°32'32" East, 86.36 feet, a central angle of 08°04'44", and an arc length of 86.43 feet to a point for corner;
3. South 05°55'51" West, 103.57 feet continuing along said 0.2069 acre tract to a point for corner;
4. South 16°23'13" West, 57.85 feet departing said 0.2069 acre tract to a point marking the northeast corner of aforesaid Lot 1A, Block B;

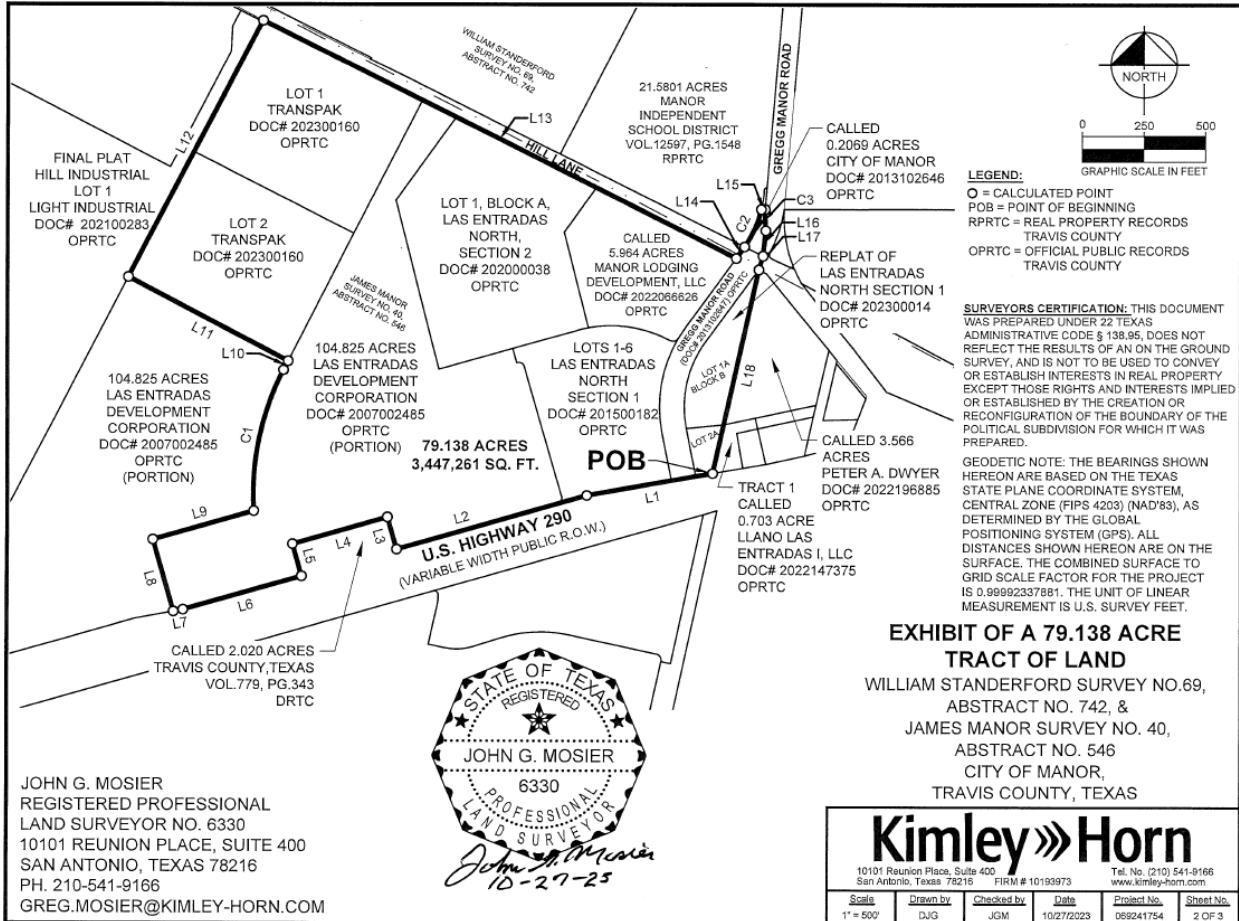
THENCE, South 12°32'09" West, 851.74 feet along the easterly boundary of said Lot 1A, Block B to the **POINT OF BEGINNING**, and containing 79.138 acres of land in Travis County, Texas. The basis of this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. This description was generated on 10/24/2023 at 2:33 PM, based on geometry in the drawing file K:\SNA_Survey\SHADOWVIEW DEVELOPMENT\Las Entradas PID\Las Entradas PID.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.

**EXHIBIT OF A 79.138 ACRE
TRACT OF LAND**
WILLIAM STANDERFORD SURVEY NO.69,
ABSTRACT NO. 742, &
JAMES MANOR SURVEY NO. 40,
ABSTRACT NO. 546
CITY OF MANOR,
TRAVIS COUNTY, TEXAS



JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
GREG.MOSIER@KIMLEY-HORN.COM

		10101 Reunion Place, Suite 400 San Antonio, Texas 78216		FIRM # 10193873		Tel. No. (210) 541-9166 www.kimley-horn.com	
		Scale N/A	Drawn by DJG	Checked by JGM	Date 10/27/2023	Project No. 069241754	Sheet No. 1 OF 3



JOHN G. MOSIER
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6330
 10101 REUNION PLACE, SUITE 400
 SAN ANTONIO, TEXAS 78216
 PH. 210-541-9166
 GREG.MOSIER@KIMLEY-HORN.COM



EXHIBIT OF A 79.138 ACRE TRACT OF LAND
 WILLIAM STANDERFORD SURVEY NO. 69,
 ABSTRACT NO. 742, &
 JAMES MANOR SURVEY NO. 40,
 ABSTRACT NO. 546
 CITY OF MANOR,
 TRAVIS COUNTY, TEXAS

Kimley»Horn
 10101 Reunion Place, Suite 400
 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Printed No.	Sheet No.
1" = 500'	DJG	JGM	10/27/2023	069241754	2 OF 3

**A METES AND BOUNDS
DESCRIPTION OF
A 25.359 ACRE TRACT OF LAND**

BEING a 25.359 acre (1,104,637 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas; and containing the following tracts of land:

- a portion of that certain 105.170 acre tract described in instrument to Las Entradas Development Corporation, recorded in Document No. 2007002485,
- a portion of that certain 6.018 acre tract described in instrument to Lions Club of Manor Inc., recorded in Document No. 2012084132,
- all of that certain 13.224 acre tract described in instrument to Manor MF LLC., recorded in Document No. 2022156154,
- all of Las Entradas South Section 1, plat of which is recorded in Document No. 201200083,
- all of that certain 0.143 acre right-of-way dedication to the City of Manor, recorded in Document No. 202100145,
- all of that certain 0.99 acre tract described in instrument to City Of Manor, recorded in Document No. 2005078669,

all recorded in the Official Public Records of Travis County, and being more particularly described as follows:

BEGINNING at a point on the northerly right-of-way line of Parsons Street (width varies) marking the southeast corner of said 6.018 acre tract;

THENCE, North 71°18'09" West, 61.15 feet along common line of said 6.018 acre tract and Parsons Street to a point for corner;

THENCE, departing said Parsons Street, and crossing said 6.018 acre tract the following six (6) calls:

1. North 08°45'37" East, 97.78 feet to a point for corner;
2. North 09°37'11" East, 180.64 feet to a point for corner;
3. North 03°33'06" East, 31.33 feet to a point for corner;
4. North 05°30'59" East, 169.05 feet to a point for corner;
5. North 05°31'51" East, 68.33 feet to a point for corner;
6. North 80°24'18" West, 15.04 feet to a point for corner on the northerly boundary of said 6.018 acre tract;

THENCE, departing northerly boundary of said 6.018 acre tract, and crossing said 104.825 acre tract, the following five (5) calls:

1. North 05°31'51" East, 43.64 feet to a point of curvature;
2. In a northerly direction along a tangent curve to the left, having a radius of 555.00 feet, a chord of North 01°04'10" West, 127.59 feet, a central angle of 13°12'02", and an arc length of 127.87 feet to a point of tangency;
3. North 07°40'11" West, 140.56 feet to a point of curvature;
4. In a northerly direction along a tangent curve to the right, having a radius of 645.00 feet, a chord of North 02°19'24" East, 223.85 feet, a central angle of 19°59'11", and an arc length of 224.99 feet to a point of tangency;
5. North 12°19'00" East, 506.89 feet to a point of curvature marking intersection of the westerly right-of-way line of Gregg Manor Road with the southerly right-of-way line of Tur Weg Drive of said Las Entradas South Section 1 plat;

THENCE, along the southerly boundary line of said Tur Weg Lane the following six (6) calls:

1. In a northwesterly direction along a tangent curve to the left, having a radius of 25.00 feet, a chord of North 32°41'00" West, 35.36 feet, a central angle of 90°00'00", and an arc length of 39.27 feet to a point of tangency;
2. North 77°41'00" West, 358.75 feet to a point of curvature;
3. In a westerly direction along a tangent curve to the left, having a radius of 550.00 feet, a chord of South 87°24'46" West, 282.91 feet, a central angle of 29°48'26", and an arc length of 286.13 feet to a point of tangency;
4. South 72°30'33" West, 114.41 feet to a point for curvature
5. In a westerly direction along a tangent curve to the right, having a radius of 225.00 feet, a chord of South 87°24'42" West, 115.73 feet, a central angle of 29°48'18", and an arc length of 117.04 feet to a point of tangency;

6. North 77°41'08" West, 66.69 feet to a point marking the intersection with the westerly line of Eintrage Drive;

THENCE, along the westerly line of said Eintrage Drive the following three (3) calls:

1. North 12°18'52" East, 165.24 feet to a point for corner;
2. In a northerly direction along a tangent curve to the left, having a radius of 150.00 feet, a chord of North 04°33'29" East, 40.48 feet, a central angle of 15°30'44", and an arc length of 40.61 feet to a point of tangency;
3. In a northwesterly direction along a compound tangent curve to the left, having a radius of 15.00 feet, a chord of North 54°34'30" West, 23.44 feet, a central angle of 102°45'15", and an arc length of 26.90 feet to a point on the southerly right-of-way line of U.S. Highway 290 (width varies);

THENCE, North 74°02'53" East, 1137.01 feet to a point for corner along said U.S. Highway 290;

THENCE, South 02°34'08" East, 198.83 feet departing said U.S. Highway, and crossing aforesaid 0.99 acre tract to a point for corner on the easterly line of said 0.99 acre tract,

THENCE, South 12°19'00" West, 935.32 feet along the said easterly line to a point of curvature on the westerly boundary line of Lot 1, Manor Apartments, plat of which is recorded in Document No. 202100145, of the Official Public Records of Travis County;

THENCE, along the westerly and southerly boundary of said Lot 1, the following two (2) calls:

1. In a southerly direction along a tangent curve to the left, having a radius of 555.00 feet, a chord of South 02°19'24" West, 192.62 feet, a central angle of 19°59'11", and an arc length of 193.60 feet to a point of tangency;
2. South 07°40'11" East, 3.79 feet to a point marking the southwest corner of said Lot 1, and the northwest corner of aforesaid 13.224 acre tract;

THENCE, along the boundary of said 13.224 acre tract the following five (5) calls:

1. South 81°35'10" East, 473.38 feet to a point for corner;
2. South 60°26'15" East, 437.29 feet to a point marking the southeast corner of aforesaid Lot 1, and the westerly boundary of Town of Manor Subdivision, plat of which is recorded in Volume V, Page 796 of the Deed Records of Travis County;
3. South 10°23'09" West, 572.65 feet to a point for corner along the westerly boundary of said Town of Manor Subdivision marking the northwest corner of a tract of land conveyed to Gilbert and Essie Crumley in Volume 4547, Page 1115 of the Deed Records of Travis County;
4. North 82°34'16" West, 252.76 feet to a point for corner marking the northwest corner of a 0.526 acre tract conveyed to Travis County Emergency Services District No. 12 in Document No. 2008156491 of the Official Public Records of Travis County;
5. North 85°54'05" West, 534.79 feet to a point for corner on the northerly boundary line of a 0.26 acre tract conveyed to Julie Li in Document No. 2019104747 of the Official Public Records of Travis County, and described in Volume 7614, Page 327 of the Deed Records of Travis County;

THENCE, along the boundary of said 0.26 acre tract, the following two (2) calls:

1. North 85°52'15" West, 14.50 feet to a point for corner marking the northwest corner of said 0.26 acre tract;
2. South 08°56'09" West, 107.82 feet to the **POINT OF BEGINNING**, and containing 25.359 acres of land in Travis County, Texas. The basis of this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD83). This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. This description was generated on 10/26/2023 at 9:30 AM, based on geometry in the drawing file K:\SNA_Survey\SHADOWVIEW DEVELOPMENT\Las Entradas PID\Las Entradas PID.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
GREG.MOSIER@KIMLEY-HORN.COM



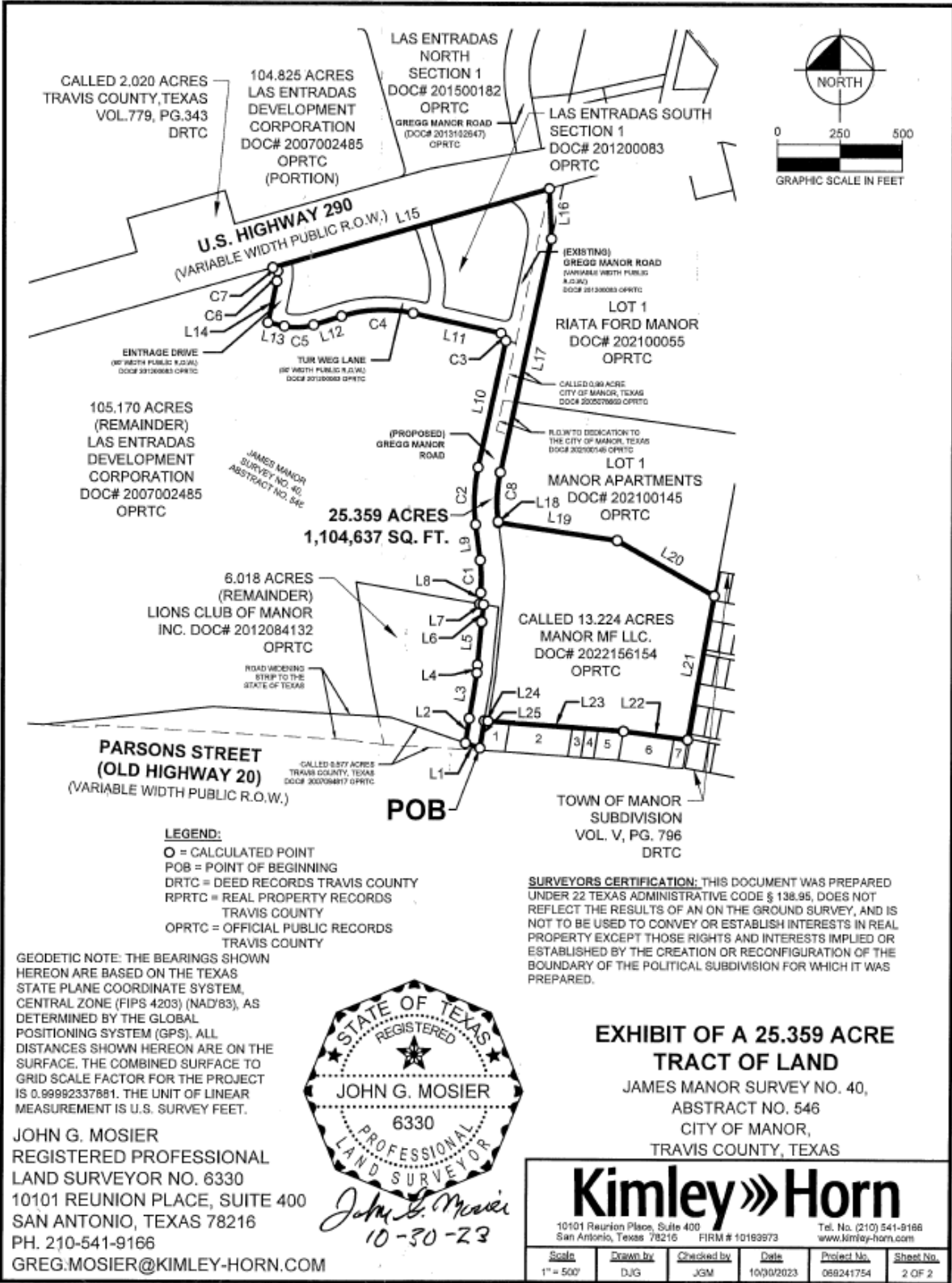
**EXHIBIT OF A 25.359 ACRE
TRACT OF LAND**

JAMES MANOR SURVEY NO. 40,
ABSTRACT NO. 546
CITY OF MANOR,
TRAVIS COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400 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	DJG	JGM	10/30/2023	068241754	1_OF 3



LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N71°18'09"W	61.15'	L14	N12°18'52"E	165.24'
L2	N08°45'37"E	97.78'	L15	N74°02'53"E	1137.01'
L3	N09°37'11"E	180.64'	L16	S02°34'08"E	196.83'
L4	N03°33'06"E	31.33'	L17	S12°19'00"W	935.32'
L5	N05°30'59"E	169.05'	L18	S07°40'11"E	3.79'
L6	N05°31'51"E	68.33'	L19	S81°35'10"E	473.38'
L7	N80°24'18"W	15.04'	L20	S60°26'15"E	437.29'
L8	N05°31'51"E	43.64'	L21	S10°23'09"W	572.65'
L9	N07°40'11"W	140.56'	L22	N82°34'16"W	252.76'
L10	N12°19'00"E	506.89'	L23	N85°54'05"W	534.79'
L11	N77°41'00"W	358.75'	L24	N85°52'15"W	14.50'
L12	S72°30'33"W	114.41'	L25	S08°56'09"W	107.92'
L13	N77°41'08"W	66.69'			

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	13°12'02"	555.00'	127.87'	N01°04'10"W	127.59'
C2	19°59'11"	645.00'	224.99'	N02°19'24"E	223.85'
C3	90°00'00"	25.00'	39.27'	N32°41'00"W	35.36'
C4	29°48'26"	550.00'	286.13'	S87°24'46"W	282.91'
C5	29°48'18"	225.00'	117.04'	S87°24'42"W	115.73'
C6	15°30'44"	150.00'	40.61'	N04°33'29"E	40.49'
C7	102°45'15"	15.00'	26.90'	N54°34'30"W	23.44'
C8	19°59'11"	555.00'	193.60'	S02°19'24"W	192.62'

ADJACENT PROPERTY OWNERS	
NUMBER	OWNER
1	0.26 ACRE CONSTABLE DEED TO JULIE LI DOC# 2019104747 OPRTC DESCRIBED IN VOL. 7614, PG. 327 DRTC
2	CALLED 0.65 ACRE BURNS MEMORIAL TEMPLE CHURCH OF GOD IN CHRIST DOC# 2019050988 OPRTC
3	CALLED .13 ACRE JOETTA WILSON VOL. 12540 PG. 00394 RPRTC
4	CALLED 0.131 ACRE HEIN ROBERT DOC# 2022041531 OPRTC
5	CALLED 0.26 ACRE FINISH MILLIGAN AND WIFE, WANDA MILLIGAN VOL 6819 PG 615 DRTC DESCRIBED VOL 4379 PG 1595 DRTC
6	CALLED 0.526 ACRE TRAVIS COUNTY EMERGENCY SVCS DIST NO 12 DOC# 2008156491 OPRTC
7	GILBERT & ESSIE CRUMLEY VOL. 4547 PG. 1115 DRTC (UNABLE TO LOCATE DEED)

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
GREG.MOSIER@KIMLEY-HORN.COM

**EXHIBIT OF A 25.359 ACRE
TRACT OF LAND**

JAMES MANOR SURVEY NO. 40,
ABSTRACT NO. 546
CITY OF MANOR,
TRAVIS COUNTY, TEXAS

Kimley»Horn					
10101 Reunion Place, Suite 400 San Antonio, Texas 78216		FIRM # 10169973		Tel. No. (210) 541-9166 www.kimley-horn.com	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 500'	DJG	JGM	10/30/2023	069241754	3 OF 3

**A METES AND BOUNDS
DESCRIPTION OF
A 5.195 ACRE TRACT OF LAND**

BEING a 5.195 acre (226,287 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas; being a portion of that certain 105.170 acre tract described in instrument to Las Entradas Development Corporation, recorded in Document No. 2007002485 of the Official Public Records of Travis County; and being more particularly described as follows:

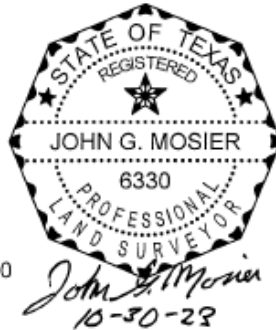
COMMENCING at a point on the southerly right-of-way line of U.S. Highway 290 (width varies) marking the intersection with the westerly right-of-way line with Eintrage Drive (Lot 1, Block A, Document No. 201200083);

THENCE, South 74°02'48" West, 886.11 feet along the common line of said U.S. Highway 290 and 105.170 acre tract to the **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said U.S. Highway 290 and crossing said 105.170 acre tract, the following fifteen (15) courses and distances;

1. South 15°57'07" East, 153.69 feet to a point for corner;
2. in a southeasterly direction along a non-tangent curve to the left, having a radius of 500.00 feet, a chord South 22°35'16" East, 115.73 feet, a central angle of 13°17'30", and an arc length of 115.99 feet to a point of tangency;
3. South 29°14'02" East, 139.56 feet to a point of curvature;
4. in a southeasterly direction along a tangent curve to the left, having a radius of 500.00 feet, a chord of South 60°15'01" East, 515.28 feet, a central angle of 62°01'59", and an arc length of 541.34 feet to a point of tangency;
5. North 88°44'00" East, 62.57 feet to a point for corner;
6. South 01°16'00" East, 42.18 feet to a point for corner;
7. South 69°22'41" West, 240.31 feet to a point for corner;
8. South 73°26'39" West, 35.36 feet to a point for corner;
9. in a westerly direction along a non-tangent curve to the right, having a radius of 295.92 feet, a chord South 82°50'19" West, 73.78 feet, a central angle of 14°19'22", and an arc length of 73.97 feet to a point of compound curvature;
10. in a northwesterly direction along a compound tangent curve to the right, having a radius of 295.92 feet, a chord of North 55°51'30" West, 332.16 feet, a central angle of 68°17'00", and an arc length of 352.67 feet to a point for corner;
11. in a northerly direction along a non-tangent curve to the right, having a radius of 220.01 feet, a chord North 15°52'58" West, 70.71 feet, a central angle of 18°29'36", and an arc length of 71.01 feet to a point of reverse curvature;
12. in a northwesterly direction along a reverse tangent curve to the left, having a radius of 242.01 feet, a chord North 23°18'20" West, 138.84 feet, a central angle of 33°20'21", and an arc length of 140.82 feet to a point for corner;
13. North 41°40'50" West, 144.57 feet to a point for corner;
14. in a northwesterly direction along a non-tangent curve to the left, having a radius of 267.58 feet, a chord North 58°21'05" West, 138.20 feet, a central angle of 29°55'49", and an arc length of 139.78 feet to a point of tangency;
15. North 73°18'59" West, 265.34 feet to a point for corner on said U.S. Highway 290;

THENCE, North 74°02'48" East, 502.81 feet along said U.S. Highway 290 to the **POINT OF BEGINNING**, and containing 5.195 acres of land in Travis County, Texas. The basis of this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. This description was generated on 10/25/2023 at 4:30 PM, based on geometry in the drawing file K:\SNA_Survey\SHADOWVIEW DEVELOPMENT\Las Entradas PID\Las Entradas PID.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.



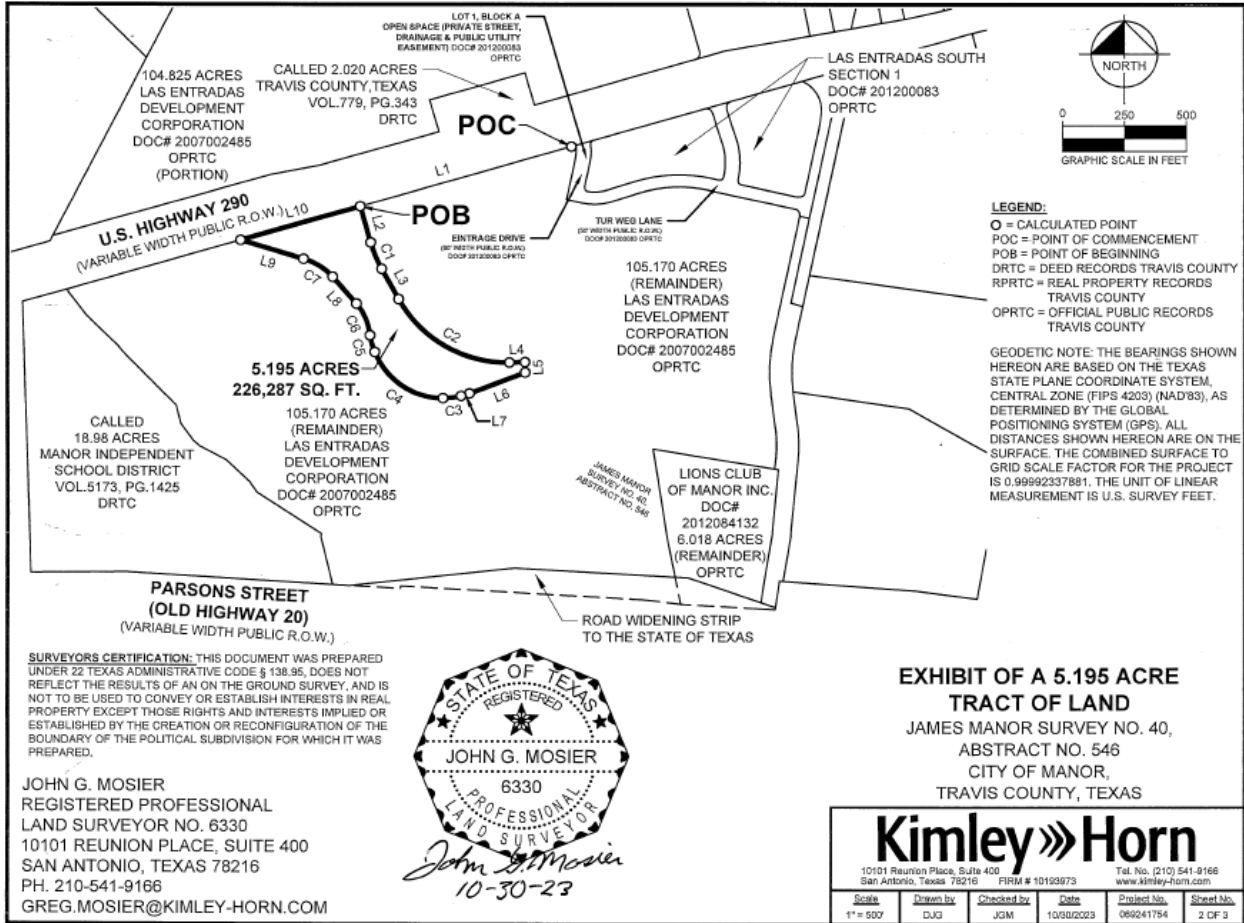
JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78218
PH. 210-541-9166
GREG.MOSIER@KIMLEY-HORN.COM

**EXHIBIT OF A 5.195 ACRE
TRACT OF LAND**
JAMES MANOR SURVEY NO. 40,
ABSTRACT NO. 546
CITY OF MANOR,
TRAVIS COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400
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	DJG	JGM	10/30/2023	056241754	1 OF 3



LINE TABLE		
NO.	BEARING	LENGTH
L1	N74°02'48"E	886.11'
L2	S15°57'07"E	153.69'
L3	S29°14'02"E	139.56'
L4	N88°44'00"E	62.57'
L5	S01°16'00"E	42.18'
L6	S69°22'41"W	240.31'
L7	S73°26'39"W	35.36'
L8	N41°40'50"W	144.57'
L9	N73°18'59"W	265.34'
L10	N74°02'48"E	502.81'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	13°17'30"	500.00'	115.99'	S22°35'16"E	115.73'
C2	62°01'59"	500.00'	541.34'	S60°15'01"E	515.28'
C3	14°19'22"	295.92'	73.97'	S82°50'19"W	73.78'
C4	68°17'00"	295.92'	352.67'	N55°51'30"W	332.16'
C5	18°29'36"	220.01'	71.01'	N15°52'58"W	70.71'
C6	33°20'21"	242.01'	140.82'	N23°18'20"W	138.84'
C7	29°55'49"	267.58'	139.78'	N58°21'05"W	138.20'

EXHIBIT OF A 5.195 ACRE
TRACT OF LAND
JAMES MANOR SURVEY NO. 40,
ABSTRACT NO. 546
CITY OF MANOR,
TRAVIS COUNTY, TEXAS

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
GREG.MOSIER@KIMLEY-HORN.COM

Kimley»Horn

10101 Reunion Place, Suite 400 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.
1" = 500'	DJG	JGM	10/30/2023	069241754	3 OF 3

**A METES AND BOUNDS
DESCRIPTION OF
A 25.288 ACRE TRACT OF LAND**

BEING a 25.288 acre (1,101,559 square feet) tract of land situated in the William Standerford Survey No. 69, Abstract No. 742, and the James Manor Survey No. 40, Abstract 546, City of Manor, Travis County, Texas; containing all of that certain 3.566 acre tract described in instrument to Peter A. Dwyer in Document No. 2022196885, Official Public Records, all of that certain 3.056 acre Tract 3 and a portion of that certain 181,445 acre Tract 1, described in instrument to Cottonwood Holdings, LTD. in Volume 12266, Page 1144, Real Property Records, all of a 9.14 acre right-of-way dedication recorded in Document No. 200300114, Official Public Records, a portion of Manor Downs Road (width varies), and a portion of Gregg Manor Road (width varies), and being more particularly described as follows:

BEGINNING at a point on the westerly right-of-way line of Lexington Street of the Lexington Street - Phase One Shadowglen Subdivision Lot 1, Block "A", plat of which is recorded in Document Number 201300117, same point marking the northwest corner of Lot 1A, Block A of the Shadowview Commercial Section 2, Lot 1, Block A Subdivision, plat of which is recorded in Document Number 201500078, both of the Official Public Records of Travis County;

THENCE, South 87°01'08" West, 316.16 feet along the northerly boundary of said Lot 1, Block A to a point for corner;

THENCE, along the northwesterly boundary line of Lot 2, Block A of the Amended Shadowview Commercial Section 2, Lot 2, Block A Subdivision, plat of which is recorded in Document Number 201500078, Official Public Records, the following two (2) courses and distances;

1. South 78°28'51" West, 338.63 feet to a point for corner;
2. South 09°58'44" East, 237.23 feet to a point for corner;

THENCE, along the north and west boundary line of that certain 0.610 acre tract conveyed to 8700 North Lamar LTD, and described in instrument to 13651 Research, LTD, in Document No. 1999006848, Official Public Records, the following two (2) courses and distances;

3. North 62°29'54" West, 147.91 feet to a point for corner;
4. South 10°09'02" West, 177.48 feet to a point marking the southeast corner of said 0.610 acre tract;

THENCE, South 82°01'38" West, 43.43 feet along the northerly right-of-way line of U.S. Highway 290 (width varies) to a point for corner;

THENCE, North 67°11'49" West, 350.08 feet along the easterly right-of-way line of Manor Downs Road (width varies) to a point for corner;

THENCE, South 72°18'12" West, 88.23 feet crossing said Manor Downs Road to a point marking the northeast corner of Lot 1, Block A of the Minerva Manor Retail, plat of which is recorded in document No. 200600114, Official Public Records;

THENCE, North 38°45'35" West, 187.59 feet along the northeasterly boundary line of said Lot 1, Block A to a point for corner on the easterly boundary line of that certain 0.736 acre tract described in instrument to Lillian Doan Ninh etal, in Document No. 2022160985, Official Public Records;

THENCE, along the boundary line of said 0.736 acre tract, the following three (3) courses and distances;

1. North 12°58'35" East, 11.49 feet to a point for corner;
2. North 38°05'57" West, 53.04 to a point for corner;
3. South 12°53'12" West, 230.30 feet to a point marking the northeast corner of that certain 0.241 acre tract described in instrument to Peter A Dwyer, in Document No. 2023061201, Official Public Records;

THENCE, South 77°50'18" West, 382.12 feet to a point marking the northwest corner of that certain 0.703 acre tract described in instrument to LLANO Las Entradas 1, LLC in Document No. 2022147375, the same point marking the northeast corner of Lot 2A, Block B of the replat of Las Entradas North Section 1 Subdivision, plat of which is recorded in Document Number 202300014, both of the Official Public Records;

THENCE, North 12°32'09" East, 645.96 feet to a point for corner along the easterly boundary line of Lot 1A, Block B of said replat;

THENCE, North 16°23'13" East, 57.85 feet crossing aforesaid Gregg Manor Road to a point marking the southeast corner of a certain 0.2069 acre tract described in instrument to City of Manor in Document No. 2013102646, Official Public Records;

THENCE, along the easterly boundary of said 0.2069 acre tract, the following two (2) courses and distances;

1. North 05°55'51" East, 103.57 feet to a point for corner;
2. in a northerly direction along a non-tangent curve to the right, having a radius of 612.96 feet, a chord North 01°32'32" West, 86.36 feet, a central angle of 08°04'44", and an arc length of 86.43 feet to a point for corner;

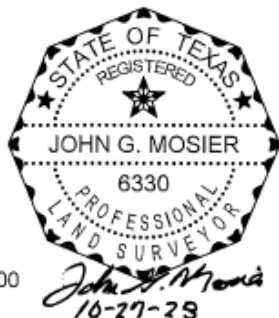
THENCE, crossing said Gregg Manor Road, and along the the southerly boundary of line of Lot 1, Block A of St. Mary Magdalene Episcopal Church Subdivision, plat of which is recorded in Document No. 201400143, Official Public Records, the following six (6) courses and distances;

1. North 89°55'50" East, 785.90 feet to a point for corner;
2. South 01°55'56" East, 149.65 feet to a point for corner;
3. North 57°30'39" East, 320.38 feet to a point for corner;
4. in a northeasterly direction along a non-tangent curve to the right, having a radius of 330.00 feet, a chord North 58°40'42" East, 37.04 feet, a central angle of 06°26'03", and an arc length of 37.06 feet to a point of tangency;
5. North 60°14'49" East, 220.31 feet to a point of curvature;
6. in a northerly direction along a tangent curve to the left, having a radius of 25.00 feet, a chord of North 18°17'30" East, 33.43 feet, a central angle of 83°54'38", and an arc length of 36.61 feet to a point for corner;

THENCE, along the the westerly right-of-way line of aforesaid Lexington Street, the following four (4) courses and distances;

1. in a southeasterly direction along a non-tangent curve to the left, having a radius of 540.00 feet, a chord of South 28°07'56" East, 84.15 feet, a central angle of 08°56'15", and an arc length of 84.23 feet to a point of tangency;
2. South 32°36'03" East, 16.51 feet to a point for corner;
3. South 32°36'03" East, 390.06 feet to a point of curvature;
4. in a southerly direction along a tangent curve to the right, having a radius of 500.00 feet, a chord of South 19°31'42" East, 226.18 feet, a central angle of 26°08'42", and an arc length of 226.16 feet to the **POINT OF BEGINNING**, and containing 25.288 acres of land in Travis County, Texas. The basis of this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. This description was generated on 10/19/2023 at 5:20 PM, based on geometry in the drawing file K:\SNA_Survey\SHADOWVIEW DEVELOPMENT\Las Entradas PID\Las Entradas PID.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
GREG.MOSIER@KIMLEY-HORN.COM

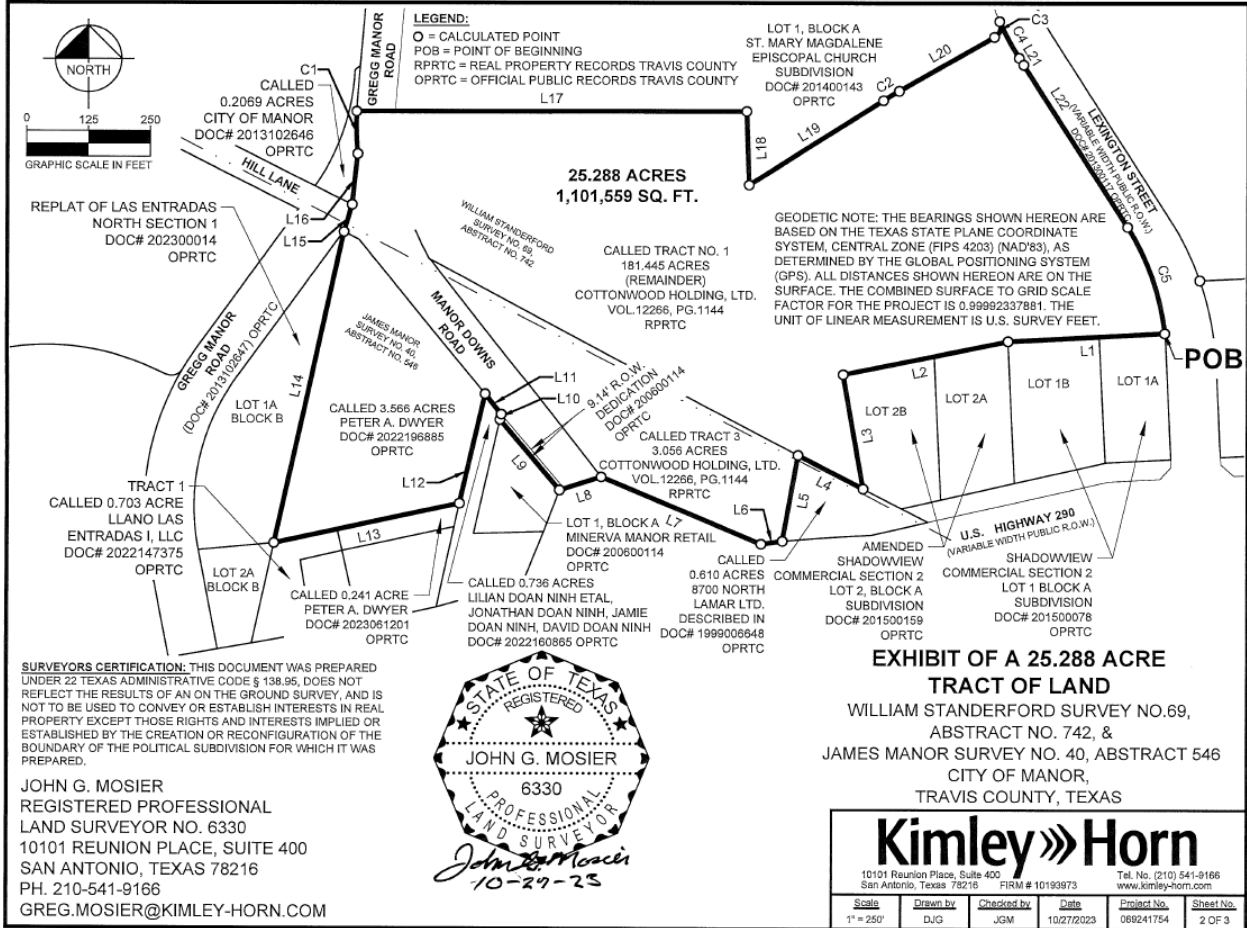


**EXHIBIT OF A 25.288 ACRE
TRACT OF LAND**
WILLIAM STANDERFORD SURVEY NO.69,
ABSTRACT NO. 742, &
JAMES MANOR SURVEY NO. 40, ABSTRACT 546
CITY OF MANOR,
TRAVIS COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400 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	DJG	JGM	10/27/2023	060241754	1 OF 3




LINE TABLE		
NO.	BEARING	LENGTH
L1	S87°01'08"W	316.16'
L2	S78°26'51"W	338.63'
L3	S09°56'44"E	237.23'
L4	N62°29'54"W	147.91'
L5	S10°09'02"W	177.46'
L6	S82°01'38"W	43.43'
L7	N67°11'49"W	350.08'
L8	S72°18'12"W	88.23'
L9	N39°45'35"W	187.59'
L10	N12°56'35"E	11.49'
L11	N38°05'57"W	53.04'
L12	S12°53'12"W	230.30'
L13	S77°50'18"W	382.12'
L14	N12°32'09"E	645.98'
L15	N16°23'13"E	57.85'
L16	N05°55'51"E	103.57'
L17	N89°55'50"E	785.90'
L18	S01°55'56"E	149.65'
L19	N57°30'39"E	320.38'
L20	N60°14'49"E	220.31'
L21	S32°36'03"E	16.51'
L22	S32°36'03"E	390.06'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	8°04'44"	612.96'	86.43'	N01°32'32"W	86.36'
C2	6°26'03"	330.00'	37.06'	N58°40'42"E	37.04'
C3	83°54'38"	25.00'	36.61'	N18°17'30"E	33.43'
C4	8°56'15"	540.00'	84.23'	S28°07'56"E	84.15'
C5	26°08'42"	500.00'	228.16'	S19°31'42"E	226.18'

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
GREG.MOSIER@KIMLEY-HORN.COM

**EXHIBIT OF A 25.288 ACRE
TRACT OF LAND**
WILLIAM STANDERFORD SURVEY NO.69,
ABSTRACT NO. 742, &
JAMES MANOR SURVEY NO. 40, ABSTRACT 546
CITY OF MANOR,
TRAVIS COUNTY, TEXAS

		<small>10101 Reunion Place, Suite 400 San Antonio, Texas 78216</small>		<small>FIRM # 10198973 Tel. No. (210) 541-9166 www.kimley-horn.com</small>		
		Scale	Drawn by	Checked by	Date	Project No.
1" = 250'	DJG	JGM	10/27/2023	069241754	3	OF 3

GONZALEZ, DAVID 10/27/2023 10:46 AM K:\SNA_SURVEY\SHADOWVIEW DEVELOPMENT\LAS ENTRAS\PIEDMONT\HITS\25288AC TRACT OF LAND.DWG

Exhibit "C"
FUTURE IMPROVEMENT AREAS

**A METES AND BOUNDS
DESCRIPTION OF
A 25.896 ACRE TRACT OF LAND**

BEING a 25.896 acre (1,128,016 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County Texas; being a portion of that certain 104.825 acre tract described in instrument to Las Entradas Development Corporation, recorded in Document No. 2007002485 of the Official Public Records of Travis County, and being more particularly described as follows:

BEGINNING at a point on the northerly right-of-way line of U.S. Highway 290 (width varies) marking the southwest corner of said 104.825 acre tract;

THENCE, North 27°28'12" East, 1854.93 feet departing the northerly right-of-way line of U.S. Highway 290 (width varies), and along the northwest boundary of said 04.825 acre tract, to a point marking the southwest corner of Lot 2, Transpack Subdivision, plat of which is recorded in Document No. 202300160, of the Official Public Records of Travis County;

THENCE, South 62°17'48" East, 732.58 feet to a point for corner marking the southeast corner of said Lot 2;

THENCE, departing said Lot 2 and crossing said 104.825 acre tract, the following four (4) courses and distances;

1. South 27°01'55" West, 41.40 feet to a of curvature
2. in a southerly direction along a tangent curve to the left, having a radius of 1120.00 feet, a chord of South 11°44'57" West, 590.43 feet, a central angle of 30°33'56", and an arc length of 597.49 feet to a point for corner;
3. South 74°04'01" West, 425.42 feet to a point for corner;
4. South 16°05'40" East, 303.90 feet to a point for corner on the northerly right-of-way line of aforesaid U.S. Highway 290;

THENCE, along the northerly right-of-way line of U.S. Highway 290, the following two (2) courses and distances;

1. South 79°12'52" West, 161.10 feet to a point for corner;
2. South 74°05'42" West, 917.24 feet to the **POINT OF BEGINNING**, and containing 25.896 acres of land in Travis County, Texas. The basis of this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. This description was generated on 10/23/2023 at 5:40 PM, based on geometry in the drawing file K:\SNA_Survey\SHADOWVIEW DEVELOPMENT\Las Entradas PID\Las Entradas PID.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.



JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
GREG.MOSIER@KIMLEY-HORN.COM

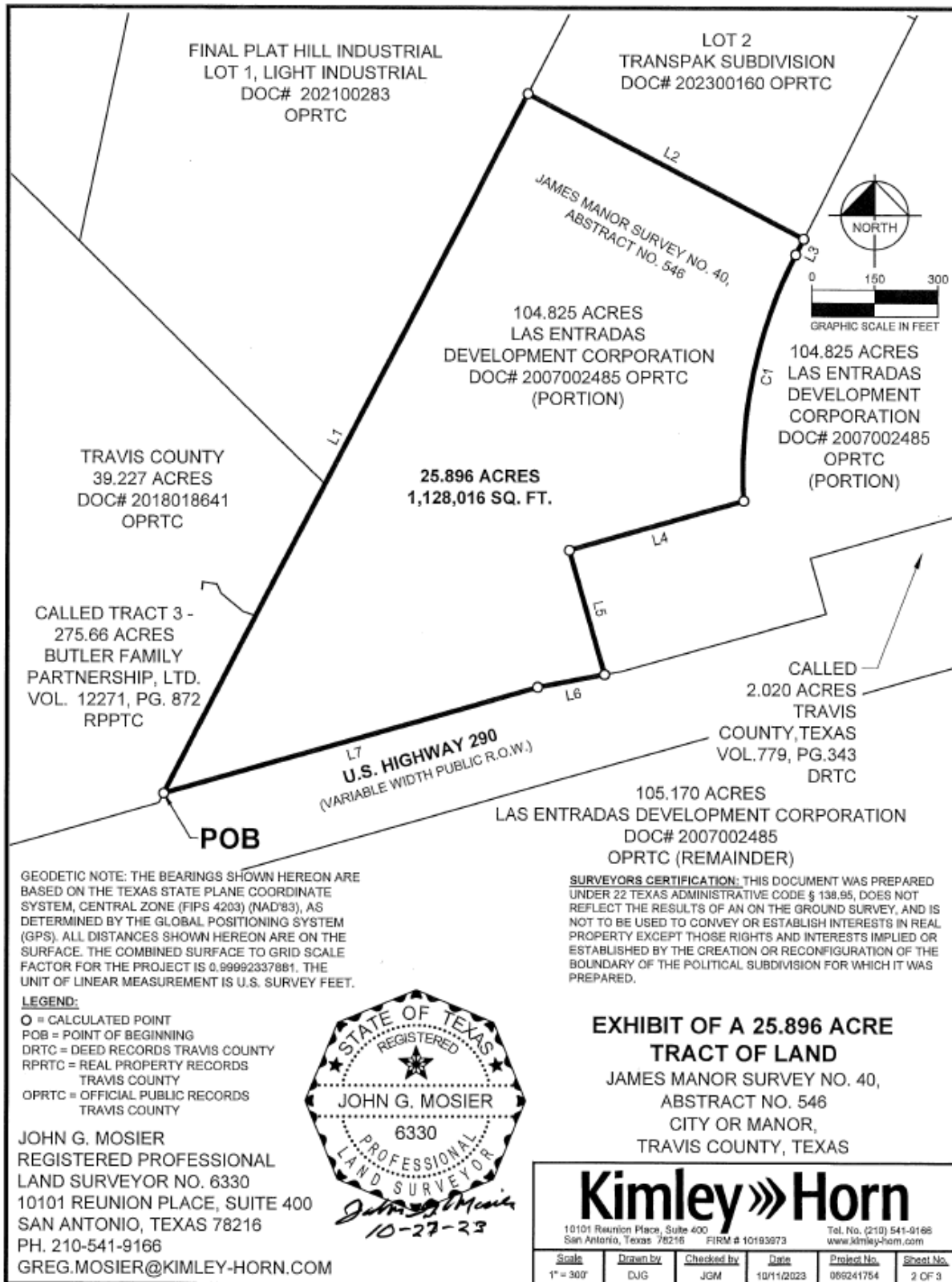
John G. Mosier
10-27-23

**EXHIBIT OF A 25.896 ACRE
TRACT OF LAND**
JAMES MANOR SURVEY NO. 40,
ABSTRACT NO. 546
CITY OR MANOR,
TRAVIS COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400 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	DJG	JGM	10/27/2023	060241754	1 OF 3



FINAL PLAT HILL INDUSTRIAL
LOT 1, LIGHT INDUSTRIAL
DOC# 202100283
OPRTC

LOT 2
TRANSPAK SUBDIVISION
DOC# 202300160 OPRTC

JAMES MANOR SURVEY NO. 40,
ABSTRACT NO. 546

104.825 ACRES
LAS ENTRADAS
DEVELOPMENT CORPORATION
DOC# 2007002485 OPRTC
(PORTION)

25.896 ACRES
1,128,016 SQ. FT.

104.825 ACRES
LAS ENTRADAS
DEVELOPMENT
CORPORATION
DOC# 2007002485
OPRTC
(PORTION)

TRAVIS COUNTY
39.227 ACRES
DOC# 2018018641
OPRTC

CALLED TRACT 3 -
275.66 ACRES
BUTLER FAMILY
PARTNERSHIP, LTD.
VOL. 12271, PG. 872
RPPTC

CALLED
2.020 ACRES
TRAVIS
COUNTY, TEXAS
VOL. 779, PG. 343
DRTC

L7
U.S. HIGHWAY 290
(VARIABLE WIDTH PUBLIC R.O.W.)

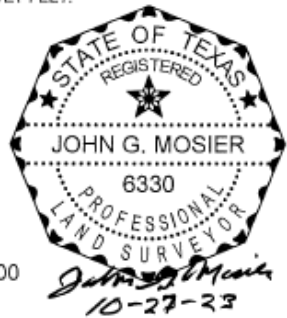
105.170 ACRES
LAS ENTRADAS DEVELOPMENT CORPORATION
DOC# 2007002485
OPRTC (REMAINDER)

POB

GEODETIC NOTE: THE BEARINGS SHOWN HEREON ARE
BASED ON THE TEXAS STATE PLANE COORDINATE
SYSTEM, CENTRAL ZONE (FIPS 4203) (NAD'83), AS
DETERMINED BY THE GLOBAL POSITIONING SYSTEM
(GPS). ALL DISTANCES SHOWN HEREON ARE ON THE
SURFACE. THE COMBINED SURFACE TO GRID SCALE
FACTOR FOR THE PROJECT IS 0.99992337881. THE
UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

SURVEYORS CERTIFICATION: THIS DOCUMENT WAS PREPARED
UNDER 22 TEXAS ADMINISTRATIVE CODE § 138.95, DOES NOT
REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS
NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL
PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR
ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE
BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS
PREPARED.

LEGEND:
○ = CALCULATED POINT
POB = POINT OF BEGINNING
DRTC = DEED RECORDS TRAVIS COUNTY
RPRTC = REAL PROPERTY RECORDS
TRAVIS COUNTY
OPRTC = OFFICIAL PUBLIC RECORDS
TRAVIS COUNTY



**EXHIBIT OF A 25.896 ACRE
TRACT OF LAND**
JAMES MANOR SURVEY NO. 40,
ABSTRACT NO. 546
CITY OR MANOR,
TRAVIS COUNTY, TEXAS

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
GREG.MOSIER@KIMLEY-HORN.COM

Kimley»Horn
10101 Reunion Place, Suite 400
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.
1" = 300'	DJG	JGM	10/11/2023	069241754	2 OF 3

LINE TABLE		
NO.	BEARING	LENGTH
L1	N27°28'12"E	1854.93'
L2	S62°17'48"E	732.58'
L3	S27°01'55"W	41.40'
L4	S74°04'01"W	425.42'
L5	S16°05'40"E	303.90'
L6	S79°12'52"W	161.10'
L7	S74°05'42"W	917.24'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	30°33'56"	1120.00'	597.49'	S11°44'57"W	590.43'

**EXHIBIT OF A 25.896 ACRE
 TRACT OF LAND**
 JAMES MANOR SURVEY NO. 40,
 ABSTRACT NO. 546
 CITY OR MANOR,
 TRAVIS COUNTY, TEXAS

JOHN G. MOSIER
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6330
 10101 REUNION PLACE, SUITE 400
 SAN ANTONIO, TEXAS 78216
 PH. 210-541-9166
 GREG.MOSIER@KIMLEY-HORN.COM

Kimley»Horn					
<small>10101 Reunion Place, Suite 400 San Antonio, Texas 78216</small>		<small>FIRM # 10183973</small>		<small>Tel. No. (210) 541-9166 www.kimley-horn.com</small>	
<small>Scale</small>	<small>Drawn by</small>	<small>Checked by</small>	<small>Date</small>	<small>Project No.</small>	<small>Sheet No.</small>
1" = 300'	DJG	JGM	10/11/2023	099241754	3 OF 3

**A METES AND BOUNDS
DESCRIPTION OF
A 73.187 ACRE TRACT OF LAND**

BEING a 73.187 acre (3,188,008 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 548, City of Manor, Travis County, Texas; being a portion of that certain 105.170 acre tract described in instrument to Las Entradas Development Corporation, recorded in Document No. 2007002485, of the Official Public Records of Travis County, and being more particularly described as follows:

BEGINNING at a point on the southerly right-of-way line of U.S. Highway 290 (width varies) marking the intersection with the westerly right-of-way line with Eintrage Drive (Lot 1, Block A, Document No. 201200083);

THENCE, along said Eintrage Drive (60 feet wide) the following three (3) calls:
 1. in a southeasterly direction along a non-tangent curve to the right, having a radius of 15.00 feet, a chord South 54°34'30" East, 23.44 feet, a central angle of 102°45'15", and an arc length of 26.90 feet to a point for curvature;
 2. in a southerly direction along a compound tangent curve to the right, having a radius of 150.00 feet, a chord of South 04°33'28" West, 40.49 feet, a central angle of 15°30'44", and an arc length of 40.61 feet to a point of tangency;
 3. South 12°18'52" West, 165.24 feet to a point for corner at the intersection with the southerly right-of-way line of Tur Weg Drive (60 feet wide);

THENCE, along said Tur Weg Drive the following six (6) calls:
 1. South 77°41'08" East, 66.69 feet to a point of curvature;
 2. in a easterly direction along a tangent curve to the left, having a radius of 225.00 feet, a chord of North 87°24'42" East, 115.73 feet, a central angle of 29°48'18", and an arc length of 117.04 feet to a point of tangency;
 3. North 72°30'33" East, 114.41 feet to a point of curvature;
 4. in a easterly direction along a tangent curve to the right, having a radius of 550.00 feet, a chord of North 87°24'46" East, 282.91 feet, a central angle of 29°48'28", and an arc length of 286.13 feet to a point of tangency;
 5. South 77°41'00" East, 358.75 feet to a point of curvature at the intersection with the westerly right-of-way line with existing Gregg Manor Road (40 feet wide);
 6. along said intersection with existing Gregg Manor Road, in a southeasterly direction along a tangent curve to the right, having a radius of 25.00 feet, a chord of South 32°41'00" East, 35.36 feet, a central angle of 90°00'00", and an arc length of 39.27 feet to a point of tangency;

THENCE, departing existing Gregg Manor Road, and along the westerly right-of-way line of proposed Gregg Manor Road, and crossing said 105.170 acre tract, the following five (5) calls:

1. South 12°19'00" West, 506.89 feet to a point of curvature;
 2. in a southerly direction along a tangent curve to the left, having a radius of 645.00 feet, a chord of South 02°19'24" West, 223.85 feet, a central angle of 19°59'11", and an arc length of 224.99 feet to a point of tangency;
 3. South 07°40'11" East, 140.56 feet to a point of curvature;
 4. in a southerly direction along a tangent curve to the right, having a radius of 555.00 feet, a chord of South 01°04'10" East, 127.59 feet, a central angle of 13°12'02", and an arc length of 127.87 feet to a point of tangency;
 5. South 05°31'51" West, 43.64 feet to a point for corner on the northerly boundary of tract 6.018 acre tract described in instrument to Lions Club of Manor Inc., in Document No. 2012084132 of the Official Public Records of Travis County, Texas;

THENCE, along the boundary line of said 6.018 acre tract, the following three (3) calls:

1. North 80°21'22" West, 498.74 feet to a point for corner;
 2. South 08°48'40" East, 372.59 feet to a point for corner;
 3. South 11°31'13" East, 160.49 feet to a point for corner;

THENCE, along the northerly boundary that certain 2.243 acre described in instrument to Travis County, Texas in Document 2007101680, Official Public Records, the following three (3) calls:

1. North 86°45'04" West, 649.61 feet to a point for corner;
 2. South 83°51'51" West, 672.07 feet to a point for corner;
 3. North 88°48'29" West, 67.28 feet to a point for corner;

THENCE, along the southwesterly boundary of aforesaid 105.170 acre tract the following fifteen (15) calls:

1. North 13°48'36" West, 197.63 feet to a point for corner;
 2. North 03°34'30" East, 16.10 feet to a point for corner;
 3. North 57°00'04" West, 309.03 feet to a point for corner;
 4. North 34°35'04" West, 53.35 feet to a point for corner;
 5. North 46°33'04" West, 133.26 feet to a point for corner;
 6. North 61°56'04" West, 120.87 feet to a point for corner;
 7. North 47°28'04" West, 32.98 feet to a point for corner;
 8. North 36°26'04" West, 85.00 feet to a point for corner;
 9. North 13°24'04" West, 77.98 feet to a point for corner;
 10. North 44°52'04" West, 308.10 feet to a point for corner;
 11. North 38°43'04" West, 32.58 feet to a point for corner;
 12. North 46°16'04" West, 108.84 feet to a point for corner;
 13. North 46°27'04" West, 64.79 feet to a point for corner;
 14. North 37°49'04" West, 121.78 feet to a point for corner;
 15. North 03°19'04" West, 11.02 feet to a point for corner on aforesaid U.S. Highway 290;

THENCE, North 74°02'48" East, 725.70 feet along said U.S. Highway 290 to a point for corner;

THENCE, crossing said 105.170 acre tract the following fifteen (15) calls:

1. South 73°18'59" East, 265.34 feet to a point of curvature;
 2. in a southeasterly direction along a tangent curve to the right, having a radius of 267.58 feet, a chord of South 58°21'05" East, 138.20 feet, a central angle of 29°55'49", and an arc length of 139.76 feet to a point of tangency;
 3. South 41°40'50" East, 144.57 feet to a point for corner;
 4. in a southeasterly direction along a non-tangent curve to the right, having a radius of 242.01 feet, a chord South 23°18'20" East, 138.84 feet, a central angle of 33°20'21", and an arc length of 140.82 feet to a point of curvature;
 5. in a southerly direction along a reverse tangent curve to the left, having a radius of 220.01 feet, a chord South 15°52'58" East, 70.71 feet, a central angle of 18°29'36", and an arc length of 71.01 feet to a point for corner;
 6. in a southeasterly direction along a non-tangent curve to the left, having a radius of 295.92 feet, a chord South 55°51'30" East, 332.16 feet, a central angle of 68°17'00", and an arc length of 352.67 feet to a point of curvature;
 7. in a easterly direction along a compound tangent curve to the left, having a radius of 295.92 feet, a chord of North 82°50'19" East, 73.78 feet, a central angle of 14°19'22", and an arc length of 73.97 feet to a point for corner;
 8. North 73°26'39" East, 35.36 feet to a point for corner;
 9. North 69°22'41" East, 240.31 feet to a point for corner;
 10. North 01°16'00" West, 42.18 feet to a point for corner;
 11. South 88°44'00" West, 62.57 feet to a point of curvature;
 12. in a northwesterly direction along a tangent curve to the right, having a radius of 500.00 feet, a chord of North 60°15'01" West, 515.28 feet, a central angle of 62°01'59", and an arc length of 541.34 feet to a point of tangency;
 13. North 29°14'02" West, 139.56 feet to a point of curvature;
 14. in a northwesterly direction along a tangent curve to the right, having a radius of 500.00 feet, a chord of North 22°35'18" West, 115.73 feet, a central angle of 13°17'30", and an arc length of 115.99 feet to a point of tangency;
 15. North 15°57'07" West, 153.69 feet to a point for corner on said U.S. Highway 290;

THENCE, North 74°02'48" East, 886.11 feet to the **POINT OF BEGINNING**, and containing 73.187 acres of land in Travis County, Texas. The basis of this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. This description was generated on 10/25/2023 at 10:50 AM, based on geometry in the drawing file K:\SNA_Survey\SHADOWVIEW DEVELOPMENT\Las Entradas PID\Las Entradas PID.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.

JOHN G. MOSIER
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6330
 10101 REUNION PLACE, SUITE 400
 SAN ANTONIO, TEXAS 78216
 PH. 210-541-9166
 GREG.MOSIER@KIMLEY-HORN.COM



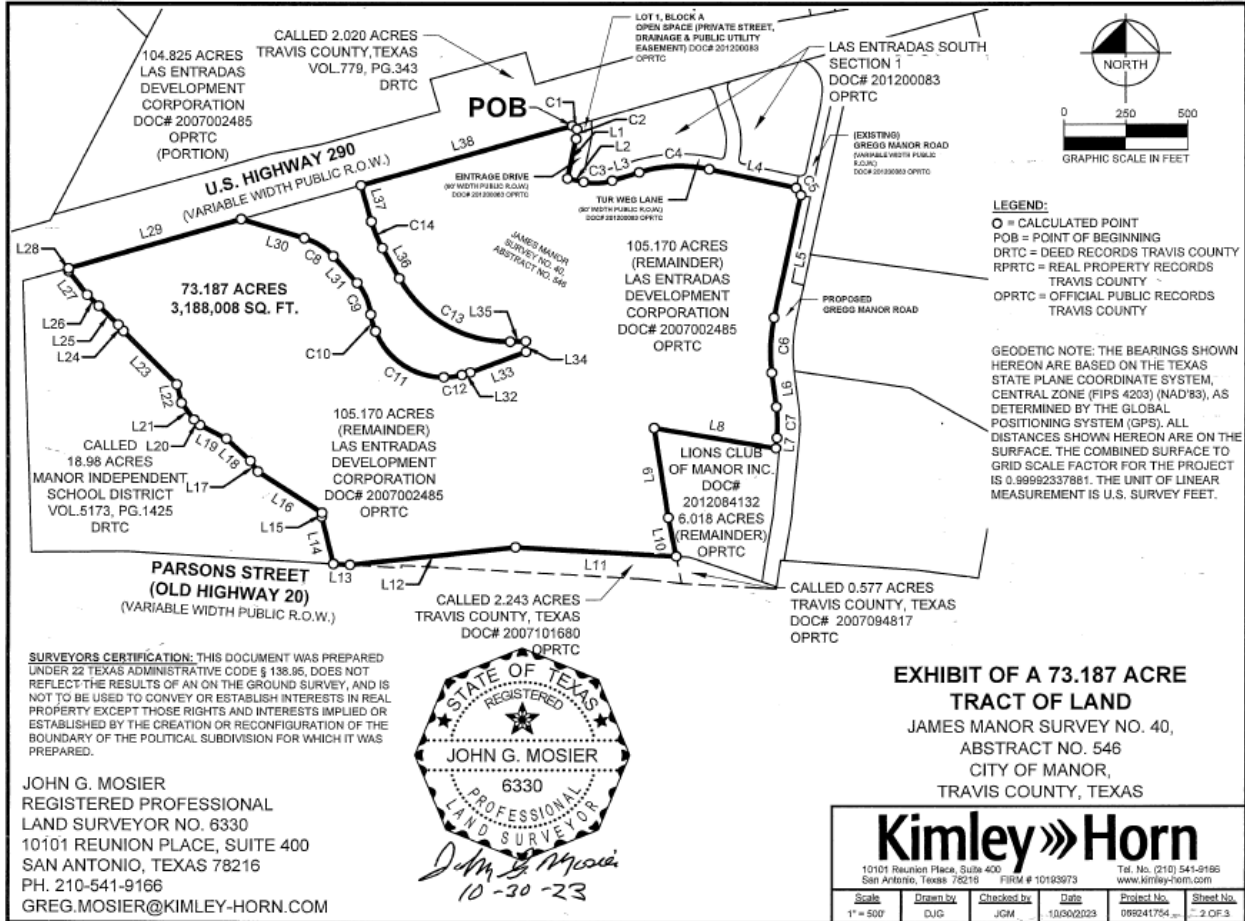
**EXHIBIT OF A 73.187 ACRE
TRACT OF LAND**

JAMES MANOR SURVEY NO. 40,
 ABSTRACT NO. 548
 CITY OF MANOR,
 TRAVIS COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10189973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DJG	JGM	10/30/2023	069241754	1 OF 3



LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S12°18'52"W	165.24'	L20	N47°28'04"W	32.98'
L2	S77°41'08"E	66.69'	L21	N36°26'04"W	85.00'
L3	N72°30'33"E	114.41'	L22	N13°24'04"W	77.96'
L4	S77°41'00"E	358.75'	L23	N44°52'04"W	306.10'
L5	S12°19'00"W	506.89'	L24	N38°43'04"W	32.56'
L6	S07°40'11"E	140.56'	L25	N46°16'04"W	108.84'
L7	S05°31'51"W	43.64'	L26	N46°27'04"W	64.79'
L8	N80°21'22"W	498.74'	L27	N37°49'04"W	121.78'
L9	S08°48'40"E	372.59'	L28	N03°19'04"W	11.02'
L10	S11°31'13"E	160.49'	L29	N74°02'48"E	725.70'
L11	N86°45'04"W	649.61'	L30	S73°18'59"E	265.34'
L12	S83°51'51"W	672.07'	L31	S41°40'50"E	144.57'
L13	N86°48'29"W	67.28'	L32	N73°26'39"E	35.36'
L14	N13°48'36"W	197.63'	L33	N69°22'41"E	240.31'
L15	N03°34'30"E	16.10'	L34	N01°16'00"W	42.18'
L16	N57°00'04"W	309.03'	L35	S88°44'00"W	62.57'
L17	N34°35'04"W	53.35'	L36	N29°14'02"W	139.56'
L18	N46°33'04"W	133.26'	L37	N15°57'07"W	153.69'
L19	N61°56'04"W	120.87'	L38	N74°02'48"E	886.11'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	102°45'15"	15.00'	26.90'	S54°34'30"E	23.44'
C2	15°30'44"	150.00'	40.61'	S04°33'29"W	40.49'
C3	29°48'18"	225.00'	117.04'	N87°24'42"E	115.73'
C4	29°48'26"	550.00'	286.13'	N87°24'46"E	282.91'
C5	90°00'00"	25.00'	39.27'	S32°41'00"E	35.36'
C6	19°59'11"	645.00'	224.99'	S02°19'24"W	223.85'
C7	13°12'02"	555.00'	127.87'	S01°04'10"E	127.59'
C8	29°55'49"	267.58'	139.78'	S58°21'05"E	138.20'
C9	33°20'21"	242.01'	140.82'	S23°18'20"E	138.84'
C10	18°29'36"	220.01'	71.01'	S15°52'58"E	70.71'
C11	68°17'00"	295.92'	352.67'	S55°51'30"E	332.16'
C12	14°19'22"	295.92'	73.97'	N82°50'19"E	73.78'
C13	62°01'59"	500.00'	541.34'	N60°15'01"W	515.28'
C14	13°17'30"	500.00'	115.99'	N22°35'16"W	115.73'

**EXHIBIT OF A 73.187 ACRE
TRACT OF LAND**
 JAMES MANOR SURVEY NO. 40,
 ABSTRACT NO. 546
 CITY OF MANOR,
 TRAVIS COUNTY, TEXAS

JOHN G. MOSIER
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6330
 10101 REUNION PLACE, SUITE 400
 SAN ANTONIO, TEXAS 78216
 PH. 210-541-9166
 GREG.MOSIER@KIMLEY-HORN.COM

Kimley»Horn					
10101 Reunion Place, Suite 400 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.
1" = 500'	DJG	JGM	10/30/2023	068241754	3 OF 3

**A METES AND BOUNDS
DESCRIPTION OF
A 12.288 ACRE TRACT OF LAND**

BEING a 12.288 acre (535,251 square feet) tract of land situated in the William Standerford Survey No. 69, Abstract No. 742, City of Manor, Travis County Texas; containing all of that certain 10.404 acre tract described in Instrument to Coltonwood Holdings, LTD, in Document No. 2022152793, a portion of Lexington Street described in Lexington Street - Phase One Shadowglen Subdivision Lot 1, Block "A", plat of which is recorded in Document Number 201300117, and a portion of Lot 2, Block "A", Shadowview Shopping Center Subdivision, plat of which is recorded in Document Number 200900046, all recorded in the Official Public Records of Travis County, and being more particularly described as follows:

BEGINNING at a point on the easterly right-of-way line of said Lexington Street, marking the southwest corner of said 10.404 acre tract, and the northwest corner of Lot 1, Block "A", of said Shadowview Shopping Center;

THENCE, in a southerly direction along the said easterly right-of-way line, to a non-tangent curve to the right, having a radius of 600.00 feet, a chord South 16°49'13" East, 57.99 feet, a central angle of 05°32'25", and an arc length of 58.02 feet to a point for corner;

THENCE, South 86°51'07" West, 94.54 feet crossing said Lexington Street to a point for corner of the westerly line of said Lexington Street;

THENCE, along the westerly line of said Lexington Street the following four (4) courses and distances:

1. In a northwesterly direction along a non-tangent curve to the left, having a radius of 500.00 feet, a chord North 22°08'47" West, 181.45 feet, a central angle of 20°54'32", and an arc length of 182.47 feet to a point of tangency;
2. North 32°36'03" West, 390.06 feet to a point for corner;
3. North 32°36'03" West, 16.51 feet to a point of curvature;
4. In a northwesterly direction along a tangent curve to the right, having a radius of 540.00 feet, a chord of North 28°07'56" West, 84.15 feet, a central angle of 08°56'15", and an arc length of 84.23 feet to a point for corner;

THENCE, North 25°50'09" East, 113.37 feet crossing said Lexington Street to a point marking the southwest corner of Lot 3, Shadowglen Golf Course, plat of which is recorded in document Number 200300186, Official Public Records of Travis County, and the northern-most northwest corner of aforesaid 10.404 acre tract;

THENCE, departing the easterly right-of-way line said Lexington Street, and along the boundary of said 10.404 acre tract the following eight (8) courses and distances;

1. South 87°54'18" East, 261.38 feet to a point for corner;
2. South 52°28'56" East, 87.38 feet to a point for corner;
3. South 87°42'25" East, 209.38 feet to a point for corner;
4. North 64°00'56" East, 121.37 feet to a point marking the southeast corner of said Lot 2 of Shadowglen Golf Course;
5. South 25°59'39" East, 136.94 feet to a point for corner;
6. South 72°22'54" East, 461.85 feet to a point for corner;
7. South 17°37'21" West, 258.90 feet to a point for corner;
8. South 17°37'21" West, 28.38 feet to a point for corner on the northeasterly line of aforesaid Lot, Block A;

THENCE, crossing said Lot 2 Block A, the following six (6) courses and distances:

1. South 63°17'52" West, 77.39 feet to a point for corner;
2. South 52°54'13" West, 85.65 feet to a point for corner;
3. South 87°11'48" West, 258.09 feet to a point for corner;
4. South 88°20'35" West, 49.98 feet to a point for corner;
5. South 87°11'50" West, 28.06 feet to a point for corner;
6. South 67°55'05" West, 35.80 feet to a point for corner;

THENCE, North 02°48'32" West, 53.29 feet along the westerly boundary of said Lot 2, Block A to a point for corner on the southerly boundary of said 10.404 acre tract;

THENCE, South 87°17'27" West, 197.94 feet along the said southerly boundary of the 10.404 acre tract to the **POINT OF BEGINNING**, and containing 12.288 acres of land in Travis County, Texas. The basis of this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). This document was prepared under 22 texas administrative code § 138.05, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. This description was generated on 10/18/2023 at 12:40 PM, based on geometry in the drawing file K:\SNA_Survey\SHADOWVIEW DEVELOPMENT\Las Entradas PID\Las Entradas PID.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.



JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
GREG.MOSIER@KIMLEY-HORN.COM

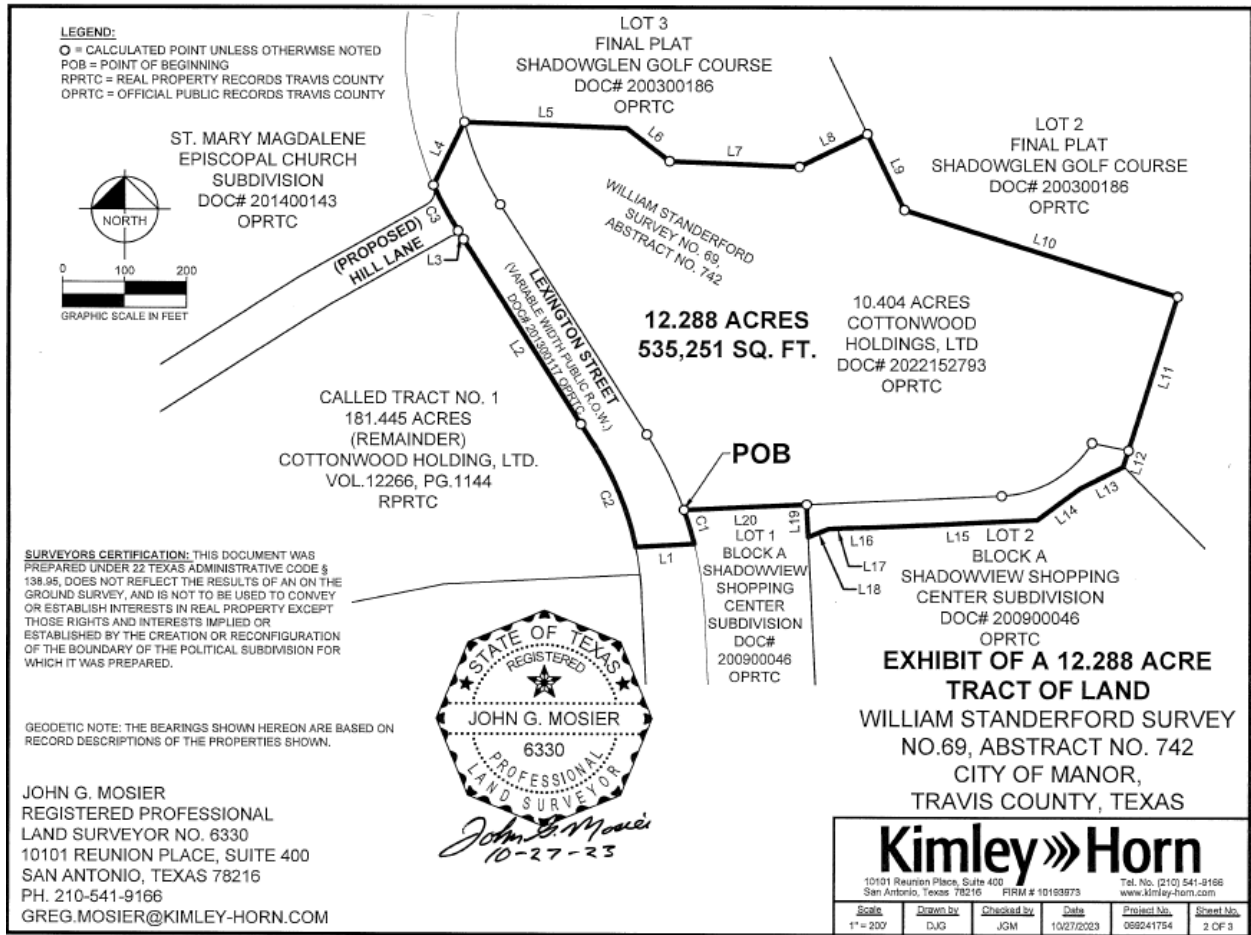
John G. Mosier
10-27-23

**EXHIBIT OF A 12.288 ACRE
TRACT OF LAND**
WILLIAM STANDERFORD SURVEY
NO.69, ABSTRACT NO. 742
CITY OF MANOR,
TRAVIS COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400 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	DJG	JGM	10/27/2023	069241754	1 OF 3



LINE TABLE		
NO.	BEARING	LENGTH
L1	S86°51'07"W	94.54'
L2	N32°36'03"W	390.06'
L3	N32°36'03"W	16.51'
L4	N25°50'09"E	113.37'
L5	S87°54'18"E	261.38'
L6	S52°28'56"E	87.38'
L7	S87°42'25"E	209.38'
L8	N64°00'56"E	121.37'
L9	S25°59'39"E	136.94'
L10	S72°22'54"E	461.85'
L11	S17°37'21"W	258.90'
L12	S17°37'21"W	28.38'
L13	S63°17'52"W	77.39'
L14	S52°54'13"W	85.65'
L15	S87°11'48"W	258.09'
L16	S88°20'35"W	49.98'
L17	S87°11'50"W	28.06'
L18	S67°55'05"W	35.80'
L19	N02°48'32"W	53.29'
L20	S87°17'27"W	197.94'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	5°32'25"	600.00'	58.02'	S16°49'13"E	57.99'
C2	20°54'32"	500.00'	182.47'	N22°08'47"W	181.45'
C3	8°56'15"	540.00'	84.23'	N28°07'56"W	84.15'

**EXHIBIT OF A 12.288 ACRE
 TRACT OF LAND**
 WILLIAM STANDERFORD SURVEY
 NO.69, ABSTRACT NO. 742
 CITY OF MANOR,
 TRAVIS COUNTY, TEXAS

JOHN G. MOSIER
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6330
 10101 REUNION PLACE, SUITE 400
 SAN ANTONIO, TEXAS 78216
 PH. 210-541-9166
 GREG.MOSIER@KIMLEY-HORN.COM


		<small>10101 Reunion Place, Suite 400 San Antonio, Texas 78216</small>		<small>Tel. No. (210) 541-8166 www.kimley-horn.com</small>	
		<small>FIRM # 10193973</small>			
<small>Scale</small> 1" = 200'	<small>Drawn by</small> DJG	<small>Checked by</small> JGM	<small>Date</small> 10/27/2023	<small>Project No.</small> 069241754	<small>Sheet No.</small> 3 OF 3

Exhibit “D”
[Reserved]

Exhibit “E”
FORM OF CERTIFICATION FOR PAYMENT
(EntradaGlen)

_____ (“**Construction Manager**”) hereby requests payment for the Actual Cost of the work (the “Draw Actual Costs”) described in attached Attachment A, and identified therein as costs for Authorized Improvements. Capitalized undefined terms shall have the meanings ascribed thereto in the EntradaGlen Public Improvement District Financing Agreement between Las Entradas Development Corporation (the “**Owner**”), and the City of Manor, Texas (the “**City**”), dated as of _____ (the “**Finance Agreement**”). In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is an authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.

2. Attached as Attachment A is the true and correct Draw Actual Costs for which payment is requested, and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.

3. Attached as Attachment B is a true and correct copy of an unconditional release of lien evidencing that any contractor or subcontractor has been paid in full for work described in Attachment 1 completed through the previous Certification for Payment.

4. Attached as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Draw Actual Costs for which payment is requested.

5. Attached as Attachment D are receipts for payment or cancelled checks from the contractor and, if requested by the City, any subcontractors for the current Certification for Payment, if Construction Manager is requesting reimbursement for payment that has been made to the contractor or subcontractor for the Draw Actual Costs.

6. Attached as Attachment E-1, for draws during the design phase, is a statement specifying the percentage of design that has been completed on the applicable Authorized Improvement or Enhancement Project or for the last draw for design work, is evidence of approval of design phase documents by the City.

7. Attached as Attachment E-2, for draws during the construction phase, are waivers of liens for work on the applicable Authorized Improvements or Enhancement Project through the previous Certification for Payment.

[Signature Page Follows]

SIGNATURE PAGE TO
FORM OF CERTIFICATION FOR PAYMENT

Date : _____

[Construction Manager Signature Block to be
added]

APPROVAL BY THE CITY

The Draw Actual Costs of each Segment described in Attachment A have been reviewed, verified, and approved by the City Construction Representative. Payment of the Draw Actual Costs of each such Segment is hereby approved.

Date: _____

CITY OF MANOR, TEXAS

By: _____

ATTACHMENT A TO CERTIFICATION OF PAYMENT

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Draw Actual Costs</u>
----------------	---	--------------------------

ATTACHMENT B TO CERTIFICATION OF PAYMENT

[attached – bills paid affidavit]

ATTACHMENT C TO CERTIFICATION OF PAYMENT

[attached – receipts]

ATTACHMENT D TO CERTIFICATION OF PAYMENT

[attached – receipts for payment or cancelled checks]

ATTACHMENT E-1 TO CERTIFICATION OF PAYMENT

[attached – statement specifying percentage of design]

ATTACHMENT E-2 TO CERTIFICATION OF PAYMENT

[attached – waivers of liens]

Exhibit “F”
Priority Order of Enhancement Projects

Priority	Enhancement Project	Zone
1	Community Park #2	B
2	Community Park #1	C
3	Gregg Manor South Extension (4 Lane Portion)	B
4	Civic Improvements (James Manor Plaque & Manor Entry Monument)	B
5	Lexington and Hill Lane Intersection	C
6	Gregg Manor Road and Hill Lane Intersection	C
7	Illumination of West Parsons	B
8	Internal Streetscape	A, B
9	50' ROW Roads	

Exhibit "G"
FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is a lawfully authorized representative for Las Entradas Development Corporation (the "**Owner**"), and requests payment from the Costs of Issuance Account of the Project Fund (as defined in the EntradaGlen Public Improvement District Financing Agreement) from _____ (the "**Trustee**") in the amount of _____ (\$ _____) to be transferred from the Cost of Issuance Account of the Project Fund upon the delivery of the [_____ Bonds] for costs incurred in the establishment, administration, and operation of the EntradaGlen Public Improvement District (the "**District**"), as follows.

In connection to the above referenced payment, the Owner represents and warrants to the City as follows:

1. The undersigned is an authorized officer of the Owner, is qualified to execute this Closing Disbursement Request on behalf of the Owner, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Owner with the establishment of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan. The itemized costs are as follows:

[insert itemized list of costs here]

TOTAL REQUESTED: \$ _____

4. The Owner is in compliance with the terms and provisions of the EntradaGlen Public Improvement District Financing Agreement, the Indenture and the Service and Assessment Plan.

5. All conditions set forth in the Indenture and [the Reimbursement Agreement for _____] for the payment hereby requested have been satisfied.

6. The Owner agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete its review.

Payments requested hereunder shall be made as directed below:

[Information regarding Payee, amount, and deposit instructions]

I hereby declare that the above representations and warranties are true and correct.

By:

By: _____

Name: _____

Title: _____

By: _____

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include the payments in the City Certificate submitted to the Trustee directing payments to be made from Cost of Issuance Account upon delivery of the Bonds.

CITY OF MANOR, TEXAS

By: _____
Name: _____
Title: _____