

THE STATE OF TEXAS §
 § **CHAPTER 380 GRANT AGREEMENT**
 § **MANOR COMMONS PHASE 3**
 COUNTY OF TRAVIS §

THIS Chapter 380 Grant Agreement – Manor Commons Phase 3 (this “Agreement”) is executed by and between **TIMMERMANN COMMERCIAL INVESTMENTS LP**, a Texas limited partnership (including its successors and assigns, the “Owner”), Greenview Development Greenbury LP, a Texas limited partnership (“Greenview”), Geraldine Timmermann, an individual residing in Texas (“Timmermann”), and the **CITY OF MANOR, TEXAS**, a Texas home rule municipal corporation located in Travis County, Texas (the “City”). Owner, Greenview, and Timmermann are referred to, collectively, herein as the “Owners”. The City, Greenview, Timmermann and Owner are herein sometimes referred to as a “Party” and collectively as the “Parties.”

The City and Owner, for and in consideration of the mutual premises and promises described below, agree as follows:

I. RECITALS AND FINDINGS

- A. The Owners own the land consisting of approximately 48 acres in Manor, Texas more particularly described on **Exhibit A** attached hereto and made a part hereof.
- B. The Owners own .9596 acres of land also known as LOT 1 BLK A GREENBURY PHS 1-A (COMMERCIAL) (“Parcel A”) and a .98 acre tract of land as conveyed to Terrell Timmermann by deed recorded in Volume 7335, Page 448 of the deed records of Travis County, Texas (“Parcel B”) and a 31.889 acre tract of land as conveyed to Timmermann Commercial Investments, LP by special warranty deed recorded in Document No. 2020230923 of the Official Public Records of Travis County, Texas, (“Parcel C”) and ABS 58 SUR 38 BARKER C ABS 315 SUR 63 GATES G ACR 14.0865 (1-D-1) (“Parcel D”) and hereby consent for all such properties to be included in this Agreement. Such lands are more particularly described on Exhibits A and A-1, and shown on Exhibits A-2 and A-3 as Parcels A, B, C and D and herein defined collectively as the “Property”.
- C. Simultaneously herewith, the City and the Owners intend to enter into that certain Development Agreement (as the same may be amended from time to time, the “Development Agreement”) to establish certain development standards for the development of the Property.
- D. The Project (defined below) will contain eligible facilities and eligible infrastructure, including on-site and off-site roads utilities, drainage, and such other infrastructure described and/or depicted in **Exhibit C** attached hereto (the “Eligible Infrastructure”) that will enhance the City's ad valorem and sales and use tax bases, will create new business and employment opportunities, and will contribute to the overall economic development of the City.

- E. Owners and the City estimate that the total cost for construction and agreed value of dedications of the Eligible Infrastructure is estimated to be at least \$9,000,000.
- F. The City has found that providing the economic incentives to the Owners in exchange for the Owners' construction of a mixed-use project and compliance with the other terms and conditions of this Agreement and the Development Agreement (the "Program") will generate significant ad valorem and sales taxes for the City, promote local economic development, stimulate business and commercial activity, provide services to the citizens of the City, and will create and retain jobs within the City.
- G. The City has determined that the economic incentives provided herein will directly serve a public purpose, being the promotion of the economic welfare of the City and surrounding areas, and that this Agreement contains controls likely to ensure that the public purpose is accomplished.
- H. Chapter 380 of the Texas Local Government Code provides statutory authority for granting the economic incentives and administering the Program described in this Agreement and the City has established a policy pursuant to this Statute.
- I. The use of the Eligible Property, and other terms hereof, are consistent with encouraging economic development within the City.
- J. The City has determined that the terms of this Agreement meet the goals of the City and its policies relating thereto.
- K. The City has determined that it is in the public interest to provide the economic incentives set forth herein subject to the terms and conditions of this Agreement.

II. DEFINITIONS

- A. **380 Grant(s)** means the Real Property Tax Rebate Amount and Sales Tax Rebates described in Article VI.
- B. **Added Taxable Value** means the taxable value of the Eligible Property (with its existing 1-d-1 ag exemption), as appraised by the Travis Central Appraisal District, above the Base Year Value.
- C. **Base Year Value** means the taxable value of the Property as appraised by the Travis Central Appraisal District for the tax year 2023 (with its existing 1-d-1 ag exemption where applicable).
- D. **Calendar Year** means the twelve (12) month period of time that begins on January 1st and ends on December 31st of the same numbered year.

- E. **Certificate of Occupancy** means a series of temporary certificates of occupancy issued by the City for the Project. With respect to the Initial Commercial Space (defined below), if there are multiple temporary certificates of occupancy issued for the Initial Commercial Space in order to achieve the required minimum of 25,000 square feet of commercial space, the term “**Certificate of Occupancy**” shall mean all of the temporary certificates of occupancy issued for the Initial Commercial Space.
- F. **Designated Successor or Assign** means (i) an entity to which Owners assign (in writing) its rights and obligations contained in this Agreement pursuant to Article XXI 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 Owners’ 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 Owners.
- G. **Development Agreement** has the meaning given in the recitals.
- H. **Documentation** means the reports, records, and documents the Owners are required to submit to the City under this Agreement.
- I. **Eligible Infrastructure** has the meaning given in the recitals.
- J. **Eligible Property** means the Property and all improvements located thereon.
- K. **Force Majeure Event** means acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; pandemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability. Payment of monetary sums is not a Force Majeure Event.
- L. **Grant Criteria** means the criteria set forth in Article V that the Owners must meet to receive the 380 Grants defined in Article VI.
- M. **Initial Commercial Space** means construction of at least 25,000 square feet of commercial or retail buildings on the Property.
- N. **Interim Maximum Grant Amount** means until such time as Owners complete 90% of the Eligible Infrastructure, the maximum amount the Owners can receive from Sales Tax Rebate will be capped at the actual amount spent on Eligible Infrastructure, plus interest, accruing from the date a particular Eligible Infrastructure is accepted by the City. Interest shall be accrued annually at a rate of 6%.
- O. **Maximum Grant Amount** means the maximum amount the City will pay to the Owners under this Agreement which includes the Sales Tax Rebate and the Real Property Tax Rebate Amount. The Maximum Grant Amount shall be \$9,000,000.

- P. **Ongoing Documentation** means the Annual Reports and Certifications as described in Article VII, Section A.
- Q. **Ongoing Grant Criteria** means the criteria the Owners are required to meet for payment of 380 Grants after Year 1, which are set forth in Section V.A(2).
- R. **Performance Deadline** means the date which is twelve (12) months after the date on which the City issues Certificate of Occupancies on a minimum of 25,000 square feet in the aggregate within the Project, subject to the right to extend the deadline up to twelve (12) months for a Force Majeure Event verified by the City Manager in accordance with Section VI.B.2 or for other events that are commercially reasonable that are verified and approved by the City Manager.
- S. **Project** means the mixed-use development to be constructed on the Property, in accordance with the Development Agreement, the City-approved plans, and applicable local, state, and federal regulations, together with all other accessory and permitted uses on the Property.
- T. **Property** has the meaning given in the recitals.
- U. **Quarterly Incentive Payment(s)** means the quarterly Sales Tax Rebate for the four calendar quarters in each of the fifteen (15) full Calendar Years that follow the first Sales Tax Rebate Payment.
- V. **Real Property Tax Rebate Amount** means the number equal to the percentage of Real Property Taxes received by the City that is paid to the Owners pursuant to Section VI.A and VI.B.
- W. **Real Property Taxes** means the ad valorem tax assessed on the Added Taxable Value of the Eligible Property or a portion thereof, as appropriate, appraised and received by the Travis Central Appraisal District or other applicable Travis County division.
- X. **Sales Tax** means the levied municipal sales and use tax for commercial activity in the Property remitted to and received by the City by the State of Texas, save and except any fees due to any transportation authority.
- Y. **Sales Tax Rebate** means the percentage of Sales Tax received by the City and paid to the Owners pursuant to Section VI.A.1.b.
- Z. **Threshold Documentation** means (i) documentation that the Eligible Infrastructure described on **Exhibit C** attached hereto was completed and accepted by the City by the Performance Deadline, (ii) documentation acceptable to the City demonstrating that the Certificate of Occupancy for the Initial Commercial Space was issued, and (iii) such additional information as may be reasonably requested by the City to support the information shown in items (i) – (iii) above and the Threshold Grant Criteria.

AA. **Threshold Grant Criteria** means the criteria the Development is required to meet for payment of 380 Grants to be paid in Year 1, which are set forth in Section V.A.1.

BB. **Transfer** has the meaning given in Article XXII.

CC. **Transferee** has the meaning given in Article XXII.

DD. **Year 1** means the tax year (which is anticipated to be 2025) following the date on which the Threshold Grant Criteria is met.

III. GENERAL PROVISIONS

- A. The Eligible Property is not an improvement project financed by tax increment bonds.
- B. The Eligible Property is not, as of the Effective Date of this Agreement, owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of the City.
- C. It is acknowledged and agreed by the parties that the completion of the Project is consistent with the purposes of encouraging state and local economic development and to stimulate business and commercial activity within the City.
- D. It is acknowledged and agreed by the parties that once the final bids for the Eligible Infrastructure are obtained by the Owners, it is intended that this Agreement will be amended, as necessary, to substitute the actual bid amount for the estimate contained in Recital E above and update the Maximum Grant Amount accordingly, subject to approval by the City Council of the City of Manor, Texas. Final bids may occur over time as Eligible Infrastructure may be phased and the Maximum Grant Amount will be updated after each section is complete.

IV. REPRESENTATIONS AND WARRANTIES

- A. The City hereby represents and warrants to the Owners that the City has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, is enforceable in accordance with its terms and provision, represents a proprietary action of the City, and does not require the consent of any other governmental authority.
- B. The Owners hereby represent and warrant to the City that the Owners have full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all the

foregoing have been or will be duly and validly authorized and approved by all actions necessary. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the Owners, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity.

V. PERFORMANCE CRITERIA

A. Grant Criteria

1. **Threshold Grant Criteria**. In order for the Owners to receive the 380 Grant described in Article VI, the following are required; (i) Owners complete and obtain the Certificate of Occupancy for the Initial Commercial Space on or before the Performance Deadline, (ii) the Owners complete and obtain City acceptance of 35% (\$3,150,000) of the Eligible Infrastructure; and (iii) the Owners shall be in compliance with Sections V.B-C. City acknowledges that Owners intend to develop the Property in phases and complete the Eligible Infrastructure in phases. Until such time as the Eligible Infrastructure is completed in full, Owners are limited to rebates not to exceed the Interim Maximum Grant Amount.
 2. **Ongoing Grant Criteria**. After the first 380 Grant payment is made to the Owners, the Owners must comply with Section V.B-C for each year in which the Development seeks a 380 Grant payment.
- B. The Owners agree to develop the Property and the Project in compliance with the Development Agreement, the City-approved plans, and the applicable local, state, and federal regulations.
- C. The Owners covenant and certify that they do not and will not knowingly and directly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government code. In accordance with Section 2264.052 of the Texas Government Code, if the Owners are convicted of a violation under 8 U.S.D. Section 132(a)(f), Owners shall repay to the City the full amount of 380 Grants made under Article V of this Agreement. Repayment shall be paid within 120 days after the date following an un-appealable conviction of Owners, provided, however, that Owners shall not be liable for a violation by a subsidiary, parent entity, affiliate, or franchisee of the Owners or by a person which whom Owners contract.

VI. ECONOMIC DEVELOPMENT GRANTS

A. 380 Grants

1. Subject to the terms and limitations of this Agreement, and the Owners' full and timely performance of, and compliance with, each of the applicable Grant Criteria set forth in Article V above, the City agrees to pay to the Owners annual 380 Grants as provided in this Article VI. The annual amount of the 380 Grants shall be equal to the sum of (a) below, calculated on an annual basis, and (b) calculated on a

quarterly basis, and commencing in Year 1 and expiring upon the earlier of: (i) the fifteenth (15th) anniversary of the date the first 380 Grant payment is made; (ii) the Owners are paid 380 Grant payments equal to the Maximum Grant Amount; or (iii) the Agreement is terminated as provided in Section IX (the “Grant Period”).

- a) An amount equal to fifty percent (50%) of Real Property Taxes for the Property received by the City on an annual basis as a result of the Project.
- b) Fifty percent (50%) of the Sales Tax received by the City on a quarterly basis as a result of the Project (or annually based on Owners’s election).

2. The City acknowledges and agrees that should any portion of the Project be sold or assigned to another entity or entities during the Grant Period, the City’s obligations to pay the 380 Grant to the Owners or the Owners’ successor or assigns’ obligations hereunder shall not be affected unless the assignment is not in compliance with Section XXI, herein below. City acknowledges that Owners intend to have a combination of leases and sales during the course of the development.

B. Payment of the 380 Grants.

1. The City shall pay the Real Property Tax Rebate Amount annually and the Sales Tax Rebate quarterly or annually at the Owners’ election as provided in this Subsection B. 380 Grants shall be payable annually for the period of time indicated above, commencing in Year 1; provided that the terms of V.A.1 or V.A.2, as applicable, are met. To be eligible to receive the 380 Grant in the years following Year 1, the terms of V.A.2 must be met each year. The Owners will not be paid the 380 Grant payment for those tax years in which the Ongoing Grant Criteria are not met; provided that in the event that the Owners are not in compliance with the Ongoing Grant Criteria described in Section V due to a Force Majeure Event, the Owners shall have up to twelve months to comply if Owners receive City approval of an extension to come into compliance in accordance with Section VI.B.2.
2. In the event a Force Majeure Event prevents the Owners from complying with the Development Agreement and certifying compliance with this Agreement by June 30 of a year in which a 380 Grant is sought, the Owners may request that the City Manager approve up to a twelve-month extension to come into compliance by submitting a written request (the “Extension Request”) to the City Manager describing the Force Majeure Event and the extension period (the “Cure Period”). The Owners shall provide the City Manager or designee any information reasonably requested to verify the Force Majeure Event. The City Manager, at his or her reasonable discretion, may approve the Cure Period, which may not extend past June 30 of the following year. If the Extension Request is granted, the 380 Grant for that year will be suspended and paid the next year, provided that compliance with the Development Agreement is achieved during the Cure Period and the Owners are

otherwise in compliance with this Agreement. If the non-compliance described in the Extension Request is not cured within the Cure Period, the 380 Grant for the year in which the non-compliance occurred will be forfeited.

3. Each year on or before June 30, the Owners shall provide the City the Documentation described in Article VII. The City shall pay the Real Property Tax Rebate Amount annually upon the later to occur of: (i) thirty (30) days following the date the Documentation is received by the City; or (ii) within thirty (30) days following the date the Real Property Taxes are received by the City and the Owners have notified the City that the taxes have been paid; provided that the applicable Grant Criteria as set forth in Article V have been met. The Owners will not be paid the 380 Grant payments for those years in which the Ongoing Grant Criteria, as applicable, have not been met.
4. After receipt for the Documentation for a particular year, the City shall pay the Owners the Sales Tax Rebates for the Calendar Year in which the Documentation was provided; provided that the applicable Grant Criteria as set forth in Article V have been met. The Sales Tax received by the City for the sixty (60) calendar quarters of the fifteen Calendar Years following Year 1 will be deposited and paid out to the Owners, in arrears. The City shall pay each respective Quarterly Incentive Payment to the Owners on or before the thirtieth (30th) day of the month that follows the receipt by the City from the State of Texas of the Sales Tax for the previous calendar quarter within each Calendar Year each year in which the applicable Grant Criteria are met, provided that the Quarterly Incentive Payment for the first calendar quarter each year shall be the deadline set forth in Section VI.B.2. Notwithstanding the foregoing, Owners may choose to seek annual payments in lieu of Quarterly Incentive Payments.
5. Once the applicable performance criteria provided in Article V for a particular tax year are met, the City's commitment to pay the 380 Grant for that tax year from the City ad valorem taxes on the Property actually received by the City is an unconditional obligation of payment by the City, subject to the City's budget reconciliation process. Such payments of the 380 Grant are not subject to any reduction, whether offset or otherwise except as explicitly provided herein.
6. All payments described herein are subject to the City's budget reconciliation process.

C. Intentionally Deleted.

- D. Maintenance of Books and Records. The City shall maintain complete books and records showing ad valorem taxes received by the City on the Eligible Property and disbursements to the Development, which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Texas municipalities. Such Books and records shall be available for examination by the duly authorized officers or agents of the Owners during normal business hours upon request made not less than five (5) business days prior to the date of the examination. The City

shall maintain such books and records throughout the term of this Agreement and store the same for four (4) years thereafter.

VII. REPORTS, AUDITS, AND INSPECTIONS

- A. Annual Certification and Reports. The Owners shall certify in writing annually to the City that the Owners are in compliance with the terms of this Agreement, and shall provide the City with reports and records reasonably necessary to demonstrate fulfillment of the performance criteria set forth in Article V for each year of the Agreement, as follows.
1. Certification. The Owners shall complete and certify a 380 Grant Certification to be provided by the City for each year of this Agreement, to be due annually not later than June 30, (in the form substantially similar to **Exhibit B**, attached hereto), which shall include the Threshold Documentation in the first year that a 380 Grant is sought, and the applicable Ongoing Documentation for subsequent years for which 380 Grants are sought.
 2. Additional Reports. Additionally, throughout the term of this Agreement, the Owners shall furnish the City with any additional records and information reasonably requested to support the reports required by this Agreement. The Owners shall further furnish the City with copies of or access to additional information reasonably required to verify the information set forth in the Threshold Documentation.
 3. Sales Tax Reports. The Owners shall provide or cause to be provided to the City any required permission to access information filed with the State of Texas related to sales taxes collected and remitted to the State of Texas by entities conducting commercial activity on the Property promptly upon request by the City to allow the City to verify the amount of Sales Tax Rebate to be paid to the Owners under this Agreement. The City shall not be required to pay the Sales Tax Rebate until the City has received all permissions required to access such information, and the Sales Tax Rebate shall be calculated solely on sales tax receipts that can be verified based on records held by the State of Texas.
- B. Right to Audit Books and Records. The City shall have the right to audit the books and records related to the design and construction of the items required by the Development Agreement throughout the development of the Project and one year from the completion of construction. The City shall notify the Owners in advance in writing of their intent to audit in order to allow the Owners adequate time to make such books and records available.

- C. Inspection. At all times throughout the term of this Agreement, the City shall have reasonable access to the Property upon providing at least 48 hours' written notice to the Owners.

VIII. BREACH

- A. Breach. The following conditions shall constitute a breach of this Agreement:
1. The Owners falsely certify that it has met the performance criteria submitted to the City under Article VI.
 2. The Owners fails to meet the performance criteria as specified in Article V above, subject to extensions for Force Majeure Events granted in connection with Section VI.B.2.
 3. The City fails to timely make payments to the Owners under the terms of this Agreement.
- B. Notice of Breach. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default under this Agreement until the passage of thirty (30) business days after receipt by such Party of notice of default from the other Party (the "Cure Period"), which notice shall specify, in reasonable detail, the nature of the default. Upon the passage of the Cure Period without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot be reasonably cured within the Cure Period, the Party receiving the notice of default may, during such Cure Period, give the other Party written notice that it has commenced curing the default within the Cure Period and will diligently and continuously prosecute the cure to completion as soon as reasonably possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure cannot be reasonably accomplished within the additional ninety (90) calendar day period but the applicable facts, circumstances, and progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the Parties (such agreement not to be unreasonably withheld); provided, further, that if a default is not cured within the applicable Cure Period, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within the additional ninety (90) calendar days after the giving of the written notice, or, as otherwise applicable within the time mutually agreed by the Parties due to the defaulting Party not being able to obtain a cure within the additional ninety (90) calendar days after the defaulting Party gives written notice that it is commencing the cure, then the non-defaulting Party may pursue the remedies set forth in this Agreement, as well as any other remedies available in equity or law, subject to Article IX below.

- C. Repayment of 380 Grants. In the event that the Owners commit a breach of this Agreement according to Section VIII.A.1, the Owners shall pay back to the City the 380 Grant for the tax year for which false certification was submitted within thirty (30) days of written demand by the City. This section survives termination, transfer, or assignment.
- D. Tax Lien Not Impaired. It is expressly agreed and acknowledged between the Parties that nothing in this Agreement shall be deemed or construed to affect the lien for taxes against the Property established by Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes, penalties and interest ultimately imposed on the Property. Any such lien may be fully enforced pursuant to the provisions of the Code.
- E. Limitations on Liability. The City shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the City shall be limited to amounts recoverable under Section 271.153 of the Texas Local Government Code. The Parties agree that this Agreement shall not be interpreted as or otherwise claimed to be a waiver of sovereignty on the part of the City for any cause of action not directly related to this Agreement and the enforceability thereof.
- F. Personal Liability of Public Officials; No Debt Created. No employee of the City, nor any councilmember or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement. The 380 Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

IX. TERMINATION

After providing the applicable notice and opportunity to cure, the City may terminate the Agreement in the event that, the Owners fail to: (a) complete and obtain a Certificate of Occupancy for the Initial Commercial Space, (b) complete a portion of the Eligible Infrastructure, or (c) fail to cure a breach as detailed in Section VIII. (B), hereinabove.

X. INDEMNIFICATION

OWNER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATED TO OWNER'S ACTIONS DURING CONSTRUCTION OF THE PROJECT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR

DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO OWNER OR OWNER'S AFFILIATE'S NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF OWNER OR OWNER'S AFFILIATE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF DEVELOPER OR DEVELOPER'S AFFILIATE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER AND EXCEPT AS PROVIDED OTHERWISE, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. OWNER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, RELATED TO OR ARISING OUT OF OWNER OR OWNER'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT OWNER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING OWNER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT BE AN INDEMNITY EXTENDED BY OWNER TO INDEMNIFY, PROTECT, AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY, TO THE EXTENT OF ANY COMPARATIVE NEGLIGENCE STATUTES AND FINDINGS, WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE , AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. OWNER FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES), IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE OWNER SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND/OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ELECTED OFFICIALS PERMITTED BY LAW.

XI. NOTICE

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand deliver:

If to Owners: Timmermann Commercial Investments, LP
Attn: Barth Timmermann
501 Vale Street
Austin, Texas 78746

With a Copy to: Kim Beckham
Armbrust & Brown
100 Congress Ave. STE 1300
Austin, Texas 78701

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

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

XII. CITY COUNCIL AUTHORIZATION

This Agreement was authorized by motion and vote of the City Council recorded in the minutes authorizing the City Manager or their designee to execute this Agreement on behalf of the City.

XIII. SEVERABILITY

In the event any section, subsection, paragraph, sentence, phrase, or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable

and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

XIV. ESTOPPEL CERTIFICATE

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of the Owners, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the eligible grants and such other matters reasonably requested by the Party(ies) to receive the certificates.

XV. DEVELOPER'S STANDING

Owners, as part of this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same, and Owners shall be entitled to intervene in said litigation.

XVI. APPLICABLE LAWS

This Agreement shall be construed under the laws of the State of Texas without regard to its conflicts of laws provisions. Venue for any action under this Agreement shall be the State's District Court of Travis County, Texas. This Agreement is performance in Travis County, Texas.

XVII. Intentionally Deleted.

XVIII. OTHER AGREEMENTS

This Agreement and the Development Agreement embody all the agreements of the parties relating to their subject matters as specifically set out therein and herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by the parties.

XIX. RECORDATION OF AGREEMENT

A certified copy of this Agreement in recordable form shall be recorded in the Deed Records of Travis County, Texas.

XX. HEADINGS

The headings in this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXI. SUCCESSORS AND ASSIGNS

- A. The Parties each bind themselves and their successors, executors, administrators, and assigns of such other Party in respect to all covenants of this Agreement.
- B. This Agreement and the rights and obligations of Owners hereunder may be assigned by Owners, upon fifteen (15) days prior written notice to City, to any entity which is (i) an affiliate of Owners, (ii) a party related to the Owners, (iii) the successor by merger or otherwise to all or substantially all of Owners' 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 (iv) any entity which may have acquired all of the outstanding stock or ownership of assets of Owners, without the consent of the City, provided that the assignee assumes all of the obligations of the Owners hereunder.
- C. For all other assignments not covered by Subsection B above, the Owners may assign this Agreement from time to time to any party that (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development or financial incentive agreement with the City and (iii) has the experience, expertise, and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. Owners shall provide the City thirty (30) days prior written notice of any such assignment. If the City has objections to such assignment satisfying the requirements described above, the City shall provide written notice of such objections to the Owners within ten (10) days of receiving the assignment notice from Owners. Owners will not be released from its obligations under this Agreement if the City objects to the assignment as described above and such objections are not resolved by and between the Owners and the City; provided, however, the City shall not unreasonably withhold Owners' release from its obligations under this Agreement.
- D. Upon any assignment, Owners shall be deemed to be automatically released of any obligations under this Agreement unless otherwise indicated in this Agreement
- E. Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City.
- F. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

XXII. EXCLUSIVE RIGHTS OF DEVELOPER

- A. Owners' right, title, and interest into the payments of the 380 Grants, as described herein, shall be the sole and exclusive property of Owners (or their Transferee), and no other owner of any portion of the Property or third party shall have any claim or right to such funds unless Owners transfer their rights to the 380 Grants to a Transferee in writing and otherwise in accordance with the requirements set forth herein.
- B. Owners have the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owners' right, title, or interest in and to payment of the 380 Grants (a "Transfer", and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until approval is provided by the City Council of the City of Manor, and said approval will not be unreasonably withheld.
- C. The Owners agree that the City may rely conclusively on any written notice of a Transfer provided by the Owners without any obligation to investigate or confirm the Transfer.
- D. Any sale of a portion of the Property or assignment of any right hereunder shall 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 a Transfer.

XXIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all the parties hereto have executed at least one counterpart.

XXIV. NO THIRD-PARTY BENEFICIARIES

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that: (1) the agreement only affects matters/disputes between the parties of this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the City or Owners or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Owners.

XXV. REMEDIES

Except as providing in this Agreement, no right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the consent of the Parties. Forbearance or

indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

XXVI. BOYCOTTS AND FOREIGN BUSINESS ENGAGEMENTS

- A. Israel Boycotts. The Owners hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owners understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owners and exist to make a profit.
- B. Foreign Business Engagements. The Owners represent that neither they nor any of their respective parent companies, 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, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owners and its respective parent companies, 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. The Owners understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owners and exist to make a profit.
- C. Firearm Entity Boycotts. To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the Owners hereby verify that they and their parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,
1. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
 2. will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Owners understand "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owners and exist to make a profit.

- D. Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owners hereby verify that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Owners understand "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owners and exist to make a profit.

XXVII. 1295 COMPLIANCE

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict of interest form ("Disclosure of Interested Parties") at the time you submit your signed contract to the District. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The City has no obligation under this Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

XXVIII. EFFECTIVE DATE

This Agreement shall be effective on _____, 2023 (the "Effective Date").

XXIX. EXHIBITS

- Exhibit A - Description of Property
- Exhibit A-1 - Metes and bounds description of Parcel B, C, and D.
- Exhibit A-2 – Plan of Parcels A, B & C of Property

- Exhibit A-3 – Plan of Parcel D of Property
- Exhibit B - Form of 380 Grant Report Certification
- Exhibit C - Eligible Infrastructure
- Exhibit D - Development Plan

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

DEVELOPER:

TIMMERMANN COMMERCIAL INVESTMENTS, LP, a Texas limited partnership

By: TIMMERMANN GP, LLC, a Texas limited liability company, its General Partner

By: _____

Barth Timmermann, Manager

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on December ____, 2023, by Barth Timmermann, Manager of Timmermann GP, LLC, a Texas limited liability company, the general partner of Timmermann Commercial Investments, LP, a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

[SEAL]

Notary Public, State of Texas

Consent to Agreement by owners of Parcels A, B, and D

Owner of Parcel A

**GREENVIEW DEVELOPMENT GREENBURY,
LP**, a Texas limited partnership

By: GREENVIEW DEVELOPMENT CORP, a
Texas corporation, its General Partner

By: _____

Barth Timmermann, President

Owner of Parcel B and Parcel D

Geraldine Timmermann, an individual residing in
Texas

By: _____

Geraldine Timmermann

CITY OF MANOR, TEXAS

a home rule city and municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Lluvia T. Almaraz, City Secretary

EXHIBIT A

LEGAL DESCRIPTIONS

"PARCEL A" - LOT 1, BLOCK A, GREENBURY PHASE ONE-A, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 200300073 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

"PARCEL B" - ALL OF THAT CERTAIN (0.98 ACRE) TRACT OF LAND AS CONVEYED TO TERRELL TIMMERMANN BY DEED RECORDED IN VOLUME 7335, PAGE 448 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

"PARCEL C" - ALL OF THAT CERTAIN (31.889 ACRE) TRACT OF LAND AS CONVEYED TO TIMMERMANN COMMERCIAL INVESTMENTS, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2020230923 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

"PARCEL D" - 14.09 ACRES OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, AND OUT OF THE CALVIN BARKER SURVEY NO. 38, ABSTRACT NO. 58, BEING THE REMAINDER OF THAT CERTAIN (82.254 ACRES) AS CONVEYED TO TERRELL TIMMERMANN BY DEED RECORDED IN VOLUME 11208, PAGE 824 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

EXHIBIT A-1

Parcels B and C

FIELD NOTE DESCRIPTION OF 32.97 ACRES OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, BEING COMPRISED OF ALL OF THAT CERTAIN (31.889 ACRES) DESCRIBED AS TRACT FIVE, AS CONVEYED TO TIMMERMANN COMMERCIAL INVESTMENTS, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2020230923 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, TOGETHER WITH ALL OF THAT CERTAIN (0.98 ACRE) TRACT OF LAND AS CONVEYED TO TERRELL TIMMERMANN BY DEED RECORDED IN VOLUME 7335, PAGE 448 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS:

BEGINNING at a ½" iron rod found in the North right-of-way line of U.S. Highway 290 at the Southwest corner of Lot 1, Block A, Greenbury Phase One-A, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200300073 of the Official Public Records of Travis County, Texas, same being the Northeast corner of that certain {1.461 acres} of land described in Agreed Judgment recorded in Document No. 1999073674 of the Official Public Records of Travis County, Texas, also being the Southeast corner of that certain {31.889 acre} tract of land as conveyed to Timmermann Commercial Investments, LP by Special Warranty Deed recorded in Document No. 2020230923 of the Official Public Records of Travis County, Texas and being the Southeast corner and the **PLACE OF BEGINNING** of the herein described tract;

THENCE with the North right-of-way line of U.S. Highway 290 and with the South line of said (31.889 acre) Timmermann Investments Commercial, LP tract, the following three (3) courses:

- 1.) **S 87 deg. 12'37" W 1455.52** ft. to a calculated point, 159 ft. left of record Engineers Station 211+00;
- 2.) **S 83 deg. 50'17" W 601.08** ft. to a calculated point 123 ft. left of record Engineers Station 205.00;
- 3.) **S 87 deg. 12'05"** Wat a distance of 168.21 ft. passing a calculated point at the Southwest corner of said (31.889 acre) Timmermann Investments Commercial, LP tract, same being the Southeast corner of that certain (0.98 acre) tract of land as conveyed to Terrell Timmermann by deed recorded in Volume 7335, Page 448 of the Deed Records of Travis County, Texas, continuing along said bearing for a total distance of **269.29** ft. to a calculated point, 123 ft. left of record Engineers Station 202+30.17 at the intersection of the North right-of-way line of U.S. Highway 290 and the East right-of-way line of FM 973, same being the Southwest corner of said (0.98 acre) Timmermann tract and being the Southwest corner of the herein described tract;

32.97 Acres

End of Page 1 of 2

32.97 Acres

Page 2 of 2

THENCE leaving the North right-of-way line of U.S. Highway 290 with the East right-of-way line of FM 973 and with the West line of said (0.98 acre) Timmermann tract and said (31.889 acre) Timmermann Investments Commercial, LP tract, the following two (2) courses:

- 1.) **N 13 deg. 22'55" W 120.54 ft.** to a calculated point;
- 2.) **N 27 deg. 44'25" E** at a distance of 294.68 ft. passing a calculated point at the record Northwest corner of said (0.98 acre) Timmermann tract, same being an angle corner of said (31.889 acre) Timmermann Investments Commercial, LP tract, continuing along said bearing for a total distance of **939.84 ft.** to a ½" iron rod found at the Northwest corner of said (31.889 acre) Timmermann Investments Commercial, LP tract and being the Northwest corner of the herein described tract;

THENCE leaving the East right-of-way line of FM 973 with a Northeast line of said (31.889 acre) Timmermann Investments Commercial, LP tract, **S 62 deg. 03'39" E 636.26 ft.** to a ½" iron rod found at an angle corner of said (31.889 acre) Timmermann Investments Commercial, LP tract;

THENCE with a Northwest line of said (31.889 acre) Timmermann Investments Commercial, LP tract, **N 27 deg. 14'15" E 391.12 ft.** to a calculated point at the Southwest corner of Lot 7, Block J, Greenbury Phase Two- B, a subdivision in Tavis County, Texas, according to the map or plat thereof recorded in Document No.

200400218 of the Official Public Records of Travis County, Texas, from which a capped iron rod found at the Northwest corner of said Lot 7 bears, **N 27 deg. 14'15" E 196.91ft.**;

THENCE with the Southwest line of Block J, Greenbury Phase Two-B, the Southwest line of Block A, Greenbury Phase One-A, and with a Northeast line of said (31.889 acre) Timmermann Investments Commercial, LP tract, **S 61 deg. 49'49" E 1314.70 ft.** to a calculated point at an angle corner of the aforementioned Lot 1, Block A, Greenbury Phase One-A, same being the Northeast corner of said (31.889 acre) Timmermann Investments Commercial, LP tract and being the Northeast corner of the herein described tract;

THENCE with the West line of Lot 1, Block A, Greenbury Phase One-A and with the East line of said (31.889 acre) Timmermann Investments Commercial, LP tract, **S 02 deg. 40'27" E 229.82 ft.** to the **PLACE OF BEGINNING** and containing **32.97 acres** of land.

SURVEYED: October 10, 2022

Holt Carson
Registered Professional Land Surveyor No. 5166
Reference map: C 1130016



Parcel D

FIELD NOTE DESCRIPTION OF 14.09 ACRES OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, AND OUT OF THE CALVIN BARKER SURVEY NO. 38, ABSTRACT NO. 58, BEING THE REMAINDER OF THAT CERTAIN (82.254 ACRES) AS CONVEYED TO TERRELL TIMMERMANN BY DEED RECORDED IN VOLUME 11208, PAGE 824 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS:

BEGINNING at a ½" iron rod with a plastic cap imprinted "JPH" found at the intersection of the curving West right-of-way line of FM 973 and the North line of Ring Road (a private roadway) at the South corner of Lot 7C, Block A, Short Form Plat of Manor Commons SW Establishing Lot 78 and 7C, Block A, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 202200190 of the Official Public Records of Travis County, Texas, same being a point in the interior of that certain (82.254 acre) tract of land as conveyed to Terrell Timmermann by deed recorded in Volume 11208, Page 824 of the Real Property Records of Travis County, Texas and being the Northeast corner and the **PLACE OF BEGINNING** of the herein described tract;

THENCE with West right-of-way line of FM 973 and through the interior of said (82.254 acre) Timmermann tract, along a curve to the left with a radius of 10090.00 ft. for an arc length of 313.49 ft. and which chord bears, **S 21 deg. 38'10" W 313.48 ft.** to a calculated point in the East line of said (82.254 acre) Timmermann tract;

THENCE continuing with the West right-of-way line of FM 973 and with the East line of said (82.254 acre) Timmermann tract, **S 27 deg. 59'18" W 305.12 ft.** to a ½" iron rod found at the Southeast corner of said (82.254 acre) Timmermann tract, same being the Northeast corner of that certain (7.269 acre) tract of land as conveyed to Eternal Faith Baptist Church by deed recorded in Volume 6632, Page 1464 of the Deed Records of Travis County, Texas and being the Southeast corner of the herein described tract;

THENCE leaving the West right-of-way line of FM 973 with a South line of said (82.254 acre) Timmermann tract, **N 85 deg. 51'42" W 907.79 ft.** to a ½" iron rod found at the Northwest corner of

that certain (5.00 acre) tract of land as conveyed to the Roman Catholic Diocese by deed recorded in Volume 5985, Page 172 of the Deed Records of Travis County, Texas, same being an angle corner in the East line of that certain (24.27 acre) tract of land as conveyed to the City of Manor by deed recorded in Document No. 2015025268 of the Official Public Records of Travis County, Texas and being an angle corner of the herein described tract;

14.09 Acres

End of Page 1 of 2

14.09 Acres

Page 2 of 2

THENCE with the East line of said (24.27 acre) City of Manor tract, **N 22 deg. 43'44" W 245.59 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found at the Southwest corner of Lot 1, Final Plat Establishing Manor Market Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201300149 of the Official Public Records of Travis County, Texas, same being an angle corner of said (24.27 acre) City of Manor and being an angle corner of the herein described tract;

THENCE with the Southeast line of Lot 1, Final Plat Establishing Manor Market Subdivision, the following three (3) courses:

- 1.) **N 60 deg. 03'26" E 822.59 ft.** to a calculated point of curvature in an asphalt drive;
- 2.) Along a curve to the left with a radius of 300.00 ft. for an arc length of 47.85 ft. and which chord bears, **N 55 deg. 29'18" E 47.80 ft.** to a calculated point of tangency in an asphalt drive;
- 3.) **N SO deg. 55'09" E 68.25 ft.** to a calculated point in an asphalt drive at the Southeast corner of said Lot 1, same being an angle corner of Lot 7, Block A, Final Plat Establishing Manor Commons SW, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201500112 of the Official Public Records of Travis County, Texas, also being a point in the Southerly line of the aforementioned Ring Road;

THENCE with a Southeast line Lot 7, Block A, Final Plat Establishing Manor Commons SW and crossing to the Northerly line of said Ring Road, **N 50 deg. 55'09" E 59.99 ft.** to a calculated point being an angle corner of said Lot 7, same being a point in the Southwest line of Lot 7C, Block A, Short Form Plat Establishing Lot 7B and 7C, Block A and being the most Northerly corner of the herein described tract;

THENCE with the Southwest line of said Lot 7C and with the Northerly line of Ring Road, the following two (2) courses:

- 1.) Along a curve to the left with a radius of 620.00 ft. for an arc length of 302.27 ft. and which chord bears, **S 53 deg. 02'47" E 299.29 ft.** to a MAG nail found with a washer imprinted "JPH" found at a point of tangency;
- 2.) **S 67 deg. 27'55" E 182.10 ft.** to the **PLACE OF BEGINNING** and containing **14.09 acres** of land.

SURVEYED: August and November,

2022 Holt Carson

Registered Professional Land Surveyor No. 5166



EXHIBIT A-2: Parcels A, B & C

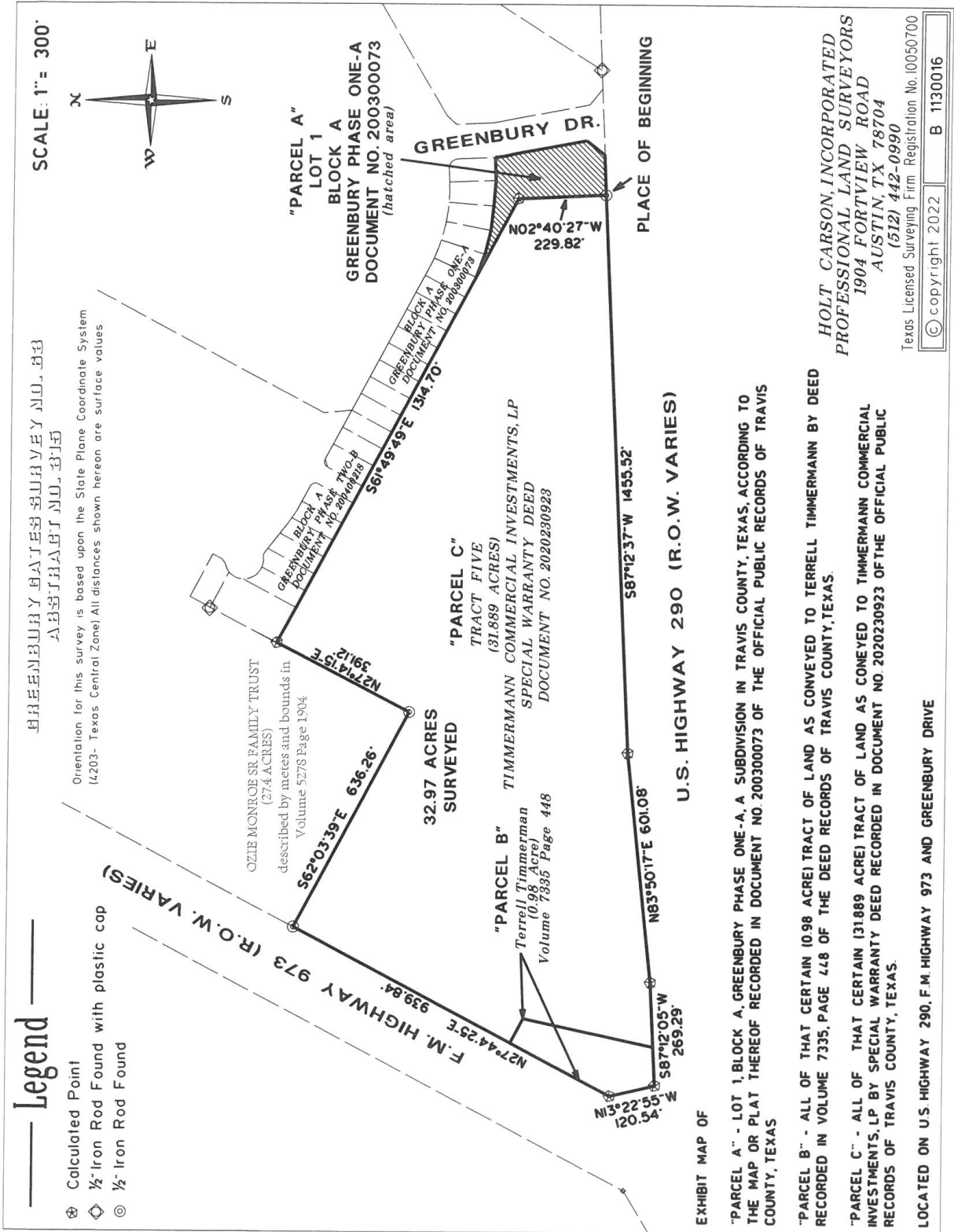


EXHIBIT A-3: Parcel D

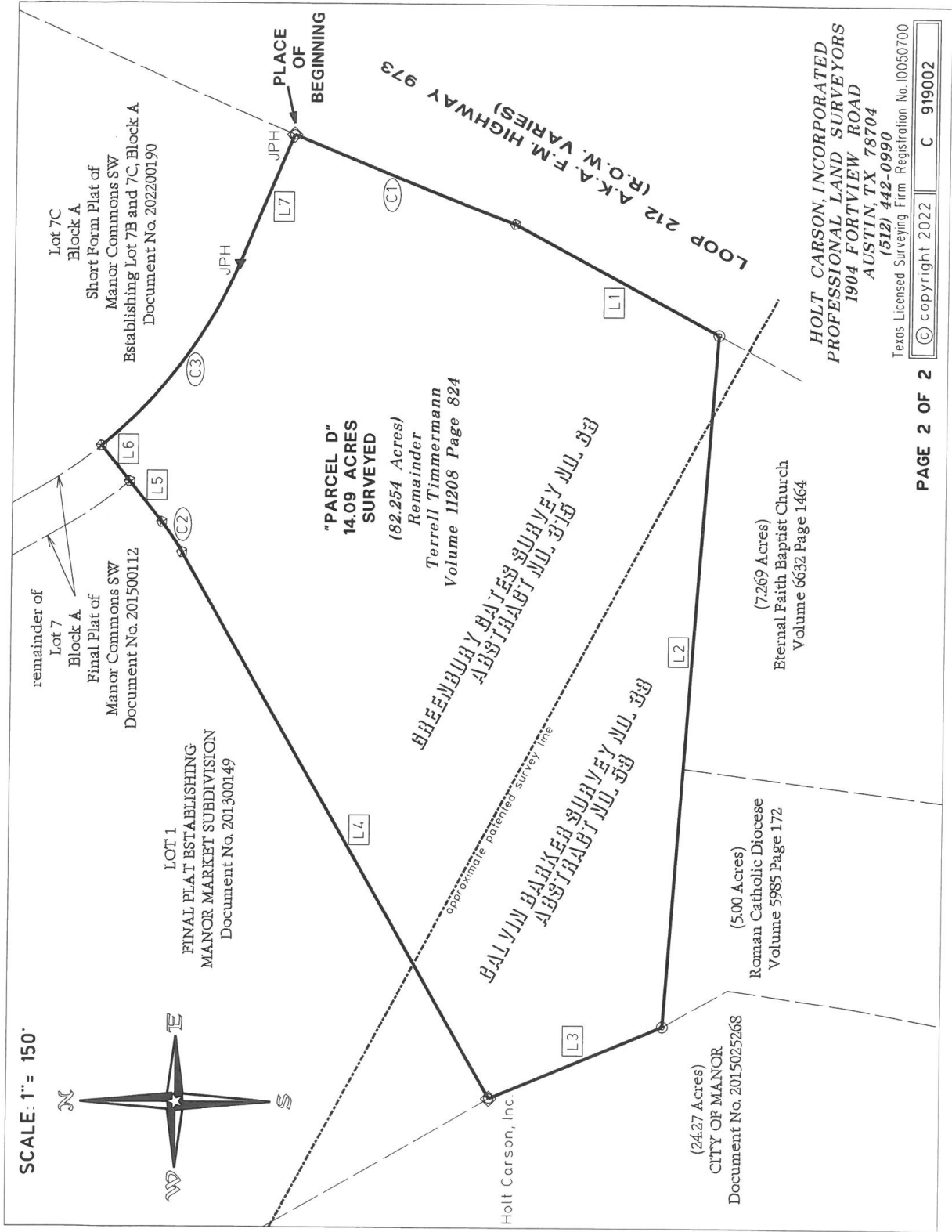


EXHIBIT B

Form of 380 Grant Certification

CITY OF MANOR

ANNUAL CHAPTER 380 AGREEMENT (THE “AGREEMENT”)

GRANT REPORT FORM

Chapter 380 Grant Certification – Tax Year _____

PROJECT STATUS – THRESHOLD GRANT CRITERIA – Fill this section out for Tax year 1 only; this section may be deleted for subsequent years.

Certificate of Occupancy for the Project issued _____.

Please provide each of the following documents as an attachment to this Certification

__ - Certificate of Occupancy

ONGOING GRANT CRITERIA

__ - Proof of payment of the ad valorem and business taxes for the Property. Records acceptable to the City showing the amount paid.

CERTIFICATION

I certify that to the best of my knowledge and belief, the information and attached documents provided in this Chapter 380 Grant Certification are true and accurate and in compliance with the terms of this Chapter 380 Agreement with the City of Manor, Texas. I further certify that to the best of my knowledge and belief, the requirements of the Threshold Grant Criteria have been met, as those terms are defined in the Agreement.

Printed Name and Title of Certifying Officer

Signature of Certifying Officer

Date

Telephone Number

Email Address

NOTE: This Chapter 380 Grant Certification shall be filed annually on or before June 30 of each calendar year beginning with 202_ (unless required earlier by the Agreement) and each year thereafter so long as the Chapter 380 Agreement is in existence.

EXHIBIT C

Eligible Infrastructure

Public Roads:

NE Corner

1. Unnamed road (Road A) which will extend from Marie Lane to FM 973.
2. Unnamed road (Road B) which will run from Highway 290 to Road A.
3. Extension of Marie Lane
4. TxDOT/TIA Improvements. These may include, but are not limited to: westbound deceleration lanes on Highway 290 between Greenbury Drive and FM-973; a northbound deceleration lane on FM 973 at Road A; and any required traffic signals

SW Corner

No public roads planned.

Internal Private Roads:

NE Corner

1. Access road (Road 1) between Greenbury Drive and Marie Ln along south boundary of the Greenbury Development.
2. Access road (Road 2) for the Pad Lots facing Highway 290 running parallel to the highway.

SW Corner

1. Access road that runs around the perimeter of pad lot and provides access to Ring Rd and Service Access to FM 973.

Stormwater Drainage:

NE Corner

1. Drainage Lines – Underground stormwater drainage lines along (a) Highway 290 from Lot 24 to the existing channel at the Northeast corner of Highway 290 and FM 973, (b) from the Detention Pond to the channel crossing of Road A near FM 973, (c) from the intersection of Road A and Marie Lane to the Detention Pond, (d) from the rear of Lot 1 to the culvert located at the northwest corner of the intersection of Hwy 290 and Greenbury Drive, and (e) the culvert/bridge crossing just east of FM 973 for Road A over the tributary to Wilbarger Creek.
2. Detention Ponds – Pond located north of Road A and west of Lot 1. Detention pond only. No filtration pond is required.
3. Storm sewer manholes, storm inlets, headwalls and slope protection

SW Corner

1. Drainage Lines – Underground stormwater drainage lines along (a) Ring Road from the northwest corner of the property, and (b) the northern border of the property from the northwest corner south to Wilbarger Creek.
2. Storm sewer manholes, storm inlets, headwalls and slope protection

Water:

NE Corner

1. Water line connecting to existing service at Greenbury Drive, then following Greenbury Drive north and Access Road 1 to the west to Marie Lane.
2. Water line connecting to service at Marie Lane and running along Road A to FM 973 then going south to Highway 290. The line would then head west with a bore under FM 973 to connect to existing service.

SW Corner

1. Water line connecting to existing service on the southern side of the parcel, then running west along the proposed lot line, turning north, then coming back east to make a connection with existing service at FM 973

Wastewater:

NE Corner

1. 8" wastewater line along the western boundary of the property (to the east of the flood plain) that will connect to available City service.
2. Wastewater manholes, clean-outs, stub-outs and related wastewater facilities necessary to provide wastewater service to all of the Lots.
3. Excluding wastewater taps and connections from the Lots to the wastewater lines.

SW Corner

1. 8" wastewater line on the south side of Ring Road with a bore under the road to connect to existing wastewater service on the north side of Ring Road.
2. Wastewater manholes, clean-outs, stub-outs and related wastewater facilities necessary to provide wastewater service to all of the Lots.
3. Excluding wastewater taps and connections from the Lots to the wastewater lines.

Sidewalks:

NE Corner

Five foot (5') wide sidewalks as required along Highway 290 (between Greenbury Dr. and FM 973), FM 973 (between Highway 290 and Road A), and along the West side of Greenbury Drive.

SW Corner

Five foot (5') wide sidewalks within the right-of-way along FM 973 from Ring Road to the southern property boundary, and along southside of Ring Road from shared driveway with Walmart to FM 973, and on northern side of Ring Road from north shared access drive of multi-tenant building to FM 973 and if NWC of Ring Road and FM 973 is detention sidewalk along this parcel at FM 973.

Dry Utilities:

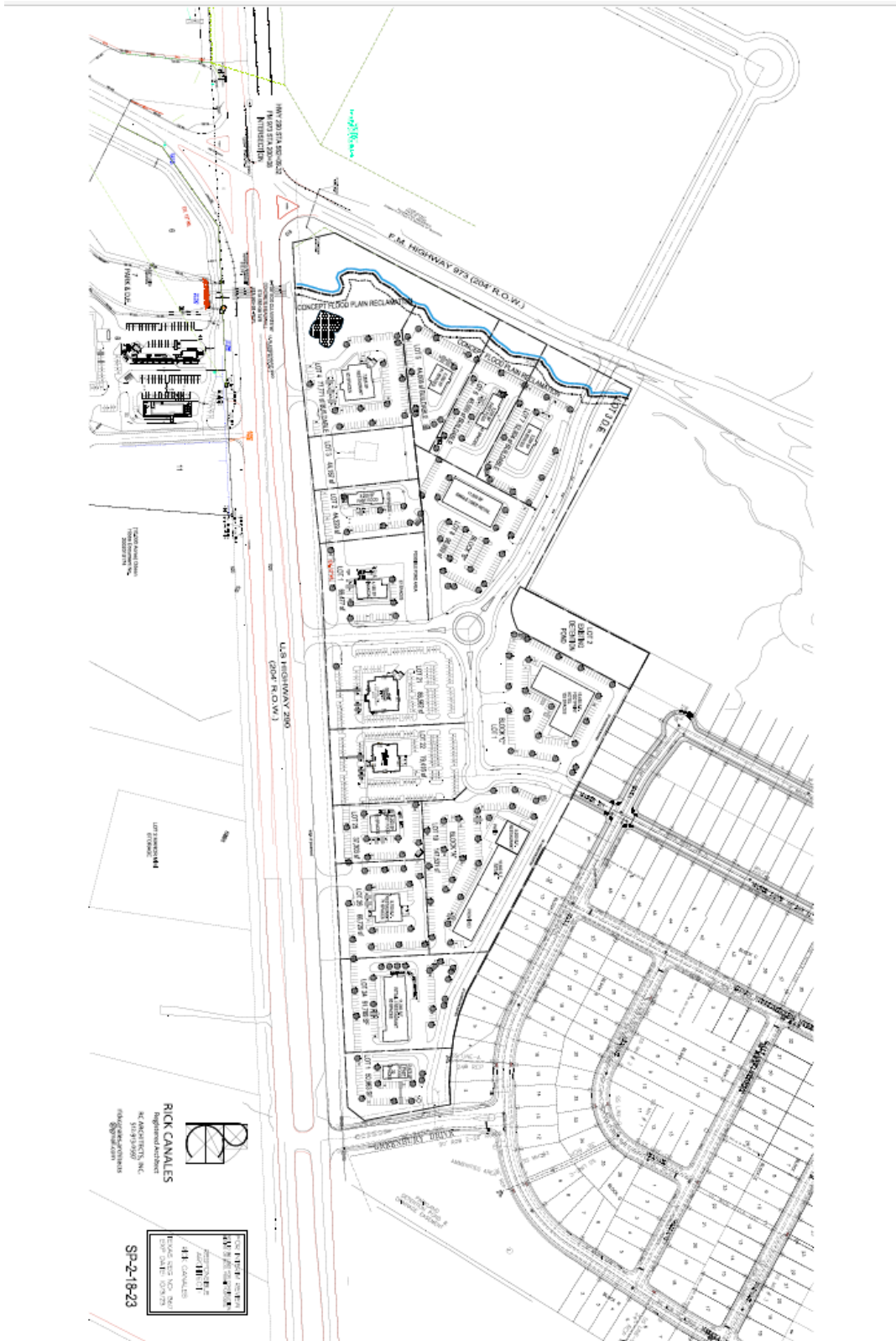
All necessary electric, gas and telco for the NE Corner, as well as the SW Corner lots.

CLOMR / LOMR:

NE Corner

1. Conditional Letter of Map Revision (CLOMR) and all costs associated therewith.
2. Fill and necessary work associated with construction to comply with CLOMR.
3. Letter of Map Revision (LOMR) and all costs associated therewith

EXHIBIT D
NE Corner



RICK CANALES
REGISTERED ARCHITECT
RICK CANALES ARCHITECTS, INC.
1000 W. 10TH ST. SUITE 100
DENVER, CO 80202
303.733.1111
rca@rickcanales.com

SP-2-18-23

SW Corner

