

MANOR COMMONS PHASE 3 DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2023 (the “Effective Date”), 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.”

RECITALS:

A. Parcel A (hereinafter defined) is owned by Greenview. Parcel B and D (hereinafter defined) is owned by Timmermann. Parcel C (hereinafter defined) is owned by Owner. Parcels A, B C & D are collectively known as the Property (hereinafter defined).

B. Owners intend to develop and improve, in one or more phases, those certain parcels of land, all of which are located within the municipal boundaries of the City and consist of approximately 48 acres legally described on Exhibit “A” and Exhibit “A-1”, and as shown on plans in Exhibit “A-2” and Exhibit “A-3” attached hereto and incorporated herein (the, “Property”), as a mixed-used project(the “Project” or “Development”), as provided in this Agreement.

C. Owners will be seeking the City’s approval of the Development as generally depicted in Exhibit “B” attached hereto (the “Development Plan”).

D. The City, after due and careful consideration, has concluded that the development of the Property, as provided for herein, will further the growth of the City, increase the assessed valuation of the real estate situated within the City, foster increased economic activity within the City, upgrade public infrastructure within the City, and otherwise be in the best interests of the City by furthering the health, safety, morals and welfare of its residents and taxpayers.

E. This Agreement is entered pursuant to the laws of the State of Texas, the City Charter, and the City Code of Ordinances.

F. The Parties desire to establish certain standards, restrictions, and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Owners concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owners and the City, for a period of years; and to identify planned land uses and permitted intensity of development of the Property as provided in this Agreement. The Parties acknowledge that they are proceeding in reliance upon the purposes, intent, effectiveness, and enforceability of this Agreement.

AGREEMENT:

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

ARTICLE I
DEFINITIONS; INCORPORATION OF RECITALS; TERM

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

1.2. Capitalized Terms. Capitalized terms used in this Agreement shall have the meanings set forth in this Section, unless otherwise defined, or unless the context clearly requires another definition.

“Agreement” is defined in the preamble hereof and includes any subsequent written amendments or modifications made pursuant to Section 7.6.

“Applicable Rules” has the meaning set forth in Section 4.1.

“Ch. 380 Agreement” means that certain Chapter 380 Grant Agreement – Timmermann Commercial Project by and between Owners, and the City dated of even date herewith.

“Ch. 380 Incentives” means sales tax rebates and any other economic incentives covered by the Ch. 380 Agreement.

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

“City Development Rules” has the meaning set forth in Section 4.1.

“City Rules” has the meaning set forth in Section 4.1.

“Code Modifications” means modifications to the City Development Rules approved for the Project as set forth on Exhibit “C” attached hereto.

“Code of Ordinances” means the applicable code or ordinances adopted by the City which regulate development or subdivision of real property within the City in effect as of the Effective Date.

“Development Plan” is the Development Plan attached hereto as Exhibit “B”.

“Effective Date” means the date on which this Agreement is entered into by both Parties, as provided above.

“Owners” means Timmermann Commercial Investments LP, a Texas limited partnership,

Greenview Development Greenbury LP, a Texas limited partnership, and Geraldine Timmermann and includes any subsequent owner, whether one or more and whether or not related to the Owners or otherwise a related party of the Owners or a partnership or other entity in which the Owners are a partner or participant, of all or any portion of the Property that specifically acquires by whole or partial assignment, by operation of law or otherwise, the rights and obligations of the Owners under this Agreement.

“Parcel A” means the approximately .9596 acre parcel designated as Parcel A on the 2022 Holt Carson Surveyor’s Plan numbered B1130016, as shown on Exhibit A-2 and more particularly as shown as “Lot 1, Block A”, on the GREENBURY PHASE ONE-A FINAL PLAT, according to the map or plat thereof, recorded in Document No. 200300073, Official Public Records, Travis County, Texas.

“Parcel B” means the approximately .98 acre parcel designated as Parcel B on the 2022 Holt Carson Surveyor’s Plan numbered B1130016, as shown on Exhibit A-2.

“Parcel C” means the approximately 31.889 acre parcel designated as Parcel C on the 2022 Holt Carson Surveyor’s Plan numbered B1130016, as shown on Exhibit A-2.

“Parcel D” means the approximately 14.09 acre parcel designated as Parcel D on the 2022 Holt Carson Surveyor’s Plan numbered C919002, as shown on Exhibit A-3.

“Party” or “Parties” is defined in the preamble hereof and includes any respective successors and/or permitted assigns.

“Person” means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

“Project” means the mixed-use real estate development planned for the Property.

“Project Approvals” has the meaning set forth in Section 4.1.

“Property” has the meaning set forth in the Recitals.

1.3. Term. The term of this Agreement shall commence on the Effective Date and continue until fifteen (15) years from the Effective Date.

ARTICLE II BENEFITS; SEQUENCE OF EVENTS; COOPERATION

2.1. Property and Development Plan. The Property is proposed for development as a mixed-use project, including hotel and commercial uses as shown on the Development Plan. Owners will subdivide and develop the Property at the Owners’ initial expense in accordance with this Agreement (subject to Ch. 380 Incentives as provided in the Ch. 380 Agreement), the plans and specifications approved by the City, good engineering practices, and the Applicable Rules.

2.2. General Benefits. Owners will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the

services that will be made available to the Property pursuant to the terms of this Agreement. Subject to the satisfaction of the conditions provided in Section 5.1 below, the City will provide water and wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Owners have voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; (b) the establishment of regulations applicable to the development of the Property; (c) the water and wastewater services that will be made available to the Property; and (iv) the grants provided in the Ch. 380 Agreement. The City will benefit from this Agreement by virtue of its control over the development standards for the Property, by virtue of construction of roadways, by virtue of expanding its property and sales tax base, and by virtue of extension of its water and wastewater systems, by Owners as herein provided. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City. The City, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.

2.3. Contemplated Sequence of Events. The sequence of events contemplated by this Agreement is as follows:

- (a) Approval of this Agreement;
- (b) Approval of the Ch. 380 Agreement;
- (c) Submittal and processing of petition to annex the .98 acre tract of the Property, described as Parcel B in Exhibit A;
- (d) Submittal and review of a concept plan, Re-zoning applications, preliminary plat, Traffic Impact Analysis (TIA), final plat and subdivision construction plans (streets, drainage, water, wastewater and dry utilities) for the Property;
- (e) Notwithstanding the above, the City hereby acknowledges and agrees that the Owners may perform reconstruction of an existing detention pond, and construction of onsite infrastructure to convey offsite stormwater drainage prior to the approval of the preliminary plat; and
- (f) Removal of firework stand by December 31, 2024 (nothing herein shall be construed as a breach or default if Owners are unable to have the fireworks stand removed by such date so long as Owners are making reasonable business efforts in pursuit of removal, but said reasonable pursuit shall be no more than six (6) months after December 31, 2024. The Parties agree that, if litigation is filed by the Owners related to its removal, the six (6) month extension or remainder shall be continued after final appeal periods have been exhausted.

2.4. Necessary and Appropriate Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings

that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council. Nothing herein shall be considered an obligation or requirement that the City Council of the City of Manor review matters related to this Agreement that come before the body with a predetermined disposition.

ARTICLE III
OBLIGATIONS AND CONDITIONS

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

(a) Complete City staff review and schedule for approval a concept plan, preliminary plats, final plats, zoning applications, TIA, utility plans, and construction plans for the Project, subject to the Owners timely submitting applications and responding to comments, as further described and agreed to in Section 4.9.

(b) Enter into the Ch. 380 Agreement to assist in the reimbursement of various infrastructure costs to be incurred by Owners in its development of the Project, provided the Project meets the following terms:

- (i) provides the City a positive return on investment with at a minimum, double the investment with regard to any incentives granted;
- (ii) provides the City with an adequate pro-rata share of jobs and capital investment per acre; and
- (iii) increases property taxes and City sales tax revenues in the areas the City is experiencing retail trade gap deficits.

(c) Complete the City's review of the TIA and provide approval of the TIA, as further described and agreed to in Section 4.11.

3.2. Owners' Obligations. The Owners shall:

(a) Use its best efforts, in good faith, to submit a concept plan, preliminary plats, final plats, zoning applications, TIA, utility plans, and construction plan applications, as may be required, to the City and respond to City comments, subject to the City timely commenting on such applications;

(b) Enter into the Ch. 380 Agreement and provide the City with information needed to evaluate the proposed Ch. 380 Incentives;

(c) Develop the Property and construct all infrastructure required for the proposed uses in compliance with the Applicable Rules;

(d) Pay to the City such fees and charges for or with respect to the development of the Property, including, but not limited to, subdivision application fees, building permit fees, and water and wastewater impact, tap and use fees, with the Owners, their grantees, successors and assigns agreeing that the City's fees and charges currently provided for in the Applicable Rules may be amended by the City from time to time; and

(e) Pay to the City the reasonable costs and expenses incurred by the City for legal services in connection with the negotiation and implementation of this Agreement and the Ch. 380 Agreement in an amount not to exceed \$50,000.00.

ARTICLE IV
DEVELOPMENT OF THE PROPERTY

4.1. Applicable Rules.

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

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

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

- (i) “Applicable Rules” means the City Rules and other local, state, and federal laws and regulations that apply to the Property and the development thereof, as they exist on the Effective Date.
- (ii) “City Rules” means the City’s Charter, ordinances, rules, and regulations (including the City Development Rules).
- (iii) “City Development Rules” means ordinances, rules and regulations governing subdivision, land use, site development, and building and utility construction that apply to the Property, and that are in effect on the Effective Date, as modified by the Code Modifications attached hereto as Exhibit “C”, with amendments to such regulations applicable to the Property as provided herein.
- (iv) “Project Approvals” means all variances, waivers, and exceptions to the City Development Rules and the City Rules approved by the City, and all properly granted approvals required under the City Rules for the Property, including the plat approval, site development plans, and building permits.

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

4.3 Cell Tower. Owners agree to have all improvements associated with the cell tower near the Southwest corner of Parcel C as described in Exhibit A of the Property removed by Owners or Owners’ Lessee within three hundred sixty five (365) days of the cell tower lease expiring. The lease is set to expire on November 31, 2032 and Owners agrees to not renew the lease. Owners further agree to either upgrade the existing fence, or install an additional fence outside the perimeter of the existing fence and landscaping in compliance with the City’s Code of Ordinances.

4.4. Zoning. Zoning of the Property, if any, shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City. It is hereby acknowledged that any re-zoning that is subsequently approved for the Property shall allow the Property (or such applicable portion thereof) to be developed in accordance with terms and conditions of this Agreement.

4.5. Vested Rights. The City acknowledges that the Owners shall be deemed vested from the Effective Date to develop the Property in accordance with this Agreement and the City Rules to the extent and for such matters as vesting is applicable pursuant to Chapter 245 of the Texas Local Government Code. Owners acknowledge that no vested rights exist with respect to any claim, event plans or matters that occurred prior to the Effective Date. The Owners' vesting (1) shall expire on the fifth anniversary from the Effective Date if no progress has been made towards completion of the Project; or (2) will terminate if this Agreement is terminated by reason of Owners' default beyond any applicable notice and cure periods (the "Vested Rights"). Progress toward completion of the Property shall be defined as set forth in Section 245.005(c), Texas Local Government Code. To the extent any criteria specified in this Agreement which are in conflict with any other current or future City Rules, then this Agreement shall prevail unless otherwise agreed to by the Owners in writing. A vested right under this Agreement shall not apply to regulations mandated by state or federal law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project after the Effective Date. For the avoidance of doubt, the Parties acknowledges and agree that this paragraph shall not apply to fees imposed in conjunction with development permits.

4.6. Owners' Rights to Continue Development. In consideration of Owners' agreements, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Property or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting subdivision plats, site development permits or other necessary approvals, within the Property except for moratoria imposed pursuant to Texas Local Government Code Subchapter E, Section 212.131 et. seq. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

4.7. Masonry and Design Requirements. The City's "Architectural Standards," Chapter 14, Article 14.02, Division 6, Code of Ordinances, including masonry requirements, shall apply to the structures located on the Property, as may be modified by this Agreement. Masonry shall mean cement stucco, stone, or brick; except for buildings over 20,000 square feet tilt wall is considered masonry as well for up to half of the masonry requirement. Tilt-wall concrete panels shall have integrated color and have varied textures and patterns at least every 100 linear feet along primary façades. Tilt-wall concrete structures shall incorporate other permitted masonry materials. Tilt-wall concrete structures shall have reveals, punch-outs, patterns, textures or other similar surface characteristics to enhance the facade on at least ten (10) percent of each facade.

4.8. Land Use/Regulations. All development within the Property shall generally

comply with: (a) the Development Plan attached hereto as Exhibit “B”; (b) the City Code, unless otherwise stipulated or modified herein or listed on Exhibit “C” attached hereto; and (c) the terms and conditions of this Agreement, including any Exhibits attached hereto.

4.9. Timing of Platting/TIA. The Owners agree to waive the submission requirements of the City's ordinances and subdivision regulations and the City agrees to allow concurrent review of the concept plan, preliminary plat(s), construction plan(s), TIA and final plat(s). Upon each submittal the City shall have thirty (30) days to respond to the Owners and/or its authorized representative with comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the City's ordinances and subdivision regulations, and any other applicable code or regulation, the plats and plans will be heard before the applicable governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the City's Rules. Payment amounts under the TIA, if applicable, shall be made pursuant to the provisions above and shall not be required at the time of plat review.

4.10. Outdoor Lighting. The outdoor lighting standards set forth in the City's Code of Ordinances, Article 15.05, shall apply to the Property, as may be modified by this Agreement.

4.11. Traffic Impact Analysis (TIA). The Owners will perform a TIA for review and approval by the City and Texas Department of Transportation. The Owners and City agree to work together diligently and in good faith to address any issues and/or comments to the TIA when they are received. The Owners shall obtain approval of the TIA by all reviewing jurisdictions. The Parties agree that the preliminary plat shall not be approved until the TIA is approved by all reviewing jurisdictions.

4.12. Building Permits. The Owners acknowledge and agree that compliance with Section 4.8 above is a condition of issuance of building permits and certificates of occupancy. Owners further agree that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 4.7 above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Rules, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Rules for a certificate of occupancy to be issued for such structure.

ARTICLE V
Intentionally Deleted

ARTICLE VI

AUTHORITY; COVENANTS; PROPERTY RIGHTS

6.1. Powers.

(a) The City hereby represents and warrants to Owners that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council, and all of the foregoing have been authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

(b) The Owners hereby represent and warrant to the City that Owners have full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement on behalf of Owner, Greenview, and Timmermann and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of Owner, Greenview, and Timmermann. Concurrently with Owners' execution of this Agreement, Owners have delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement by Owner, Greenview, and Timmermann and evidencing the authority of the persons signing this Agreement on behalf of Owner, Greenview, and Timmermann to do so. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Owner, Greenview, and Timmermann, and is enforceable in accordance with its terms and provisions.

6.2. Authorized Parties. Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or Owners is required, or the City or Owners is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the City, unless otherwise provided herein or inconsistent with applicable law, requires action on behalf of the City Council of the City of Manor, or City Rules, by the City Manager and for Owners by any officer of Owners so authorized (and, in any event, the officers executing this Agreement are so authorized); and any party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement.

ARTICLE VII
GENERAL PROVISIONS

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

7.2. Default.

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe, or comply with any of its

covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall 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 and performance continues toward the cure of the failure. Upon a breach of this Agreement for which cure has not commenced as provided above, 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, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section 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.

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

7.4. Liability of the Owners, their successors and assignees. Any obligation or liability of the Owner, Greenview, or Timmermann whatsoever that may arise at any time under this Agreement or any obligation or liability which may be incurred by the Owner, Greenview, or Timmermann pursuant to any other instrument, transaction or undertaking contemplated hereby shall be satisfied, if at all, out of the assets of the Owner, Greenview, or Timmermann, and any fiscal surety posted with the City related to the Property only. No obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any partners, officers, employees, shareholders or agents of the Owner, Greenview, or Timmermann, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

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

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

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

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

with a copy to: Armbrust & Brown
100 Congress Ave, Suite 1300
Austin, Texas 78701
Attn: Kim Beckham
kbeckham@abaustin.com

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

7.6. Amendments and Waivers.

(a) Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by the City Council and the Owners. No course of dealing on the part of the City or the Owners nor any failure or delay by the City or the Owners with respect to exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section. The Project comprises a significant land area and its development will occur in phases over a number of years.

(b) The Parties hereby agree that, to the extent that a Party requests that the Agreement be further amended and such amendment pertains to less than all of the current landowners of the Property and does not modify the obligations in the Agreement as to the remaining landowners of the Property, then this Agreement may be modified or amended by joint action of only (a) the City, and (b) the landowners expressly subject to the modification or amendment at the time of such modification or amendment.

7.7. Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement, and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

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

7.9. Agreement Binds Succession and Runs with the Land. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on

all future developers and owners of land within the Property. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots, except the design and land use regulations contained in Article IV and as otherwise expressly set forth in this Agreement.

7.10. Assignment.

(a) This Agreement and the rights and obligations of Owners hereunder may be assigned by Owners to any of the other Owners, or an affiliate of Owners or to a development single purpose entity without the consent of the City, provided that the assignee assumes all of the obligations of Owners hereunder.

(b) For assignments to other than an affiliate or a development single purpose entity as provided above, Owners may, from time to time, effectuate a transfer of its rights under this Agreement, in whole or in part, with the consent of City Council, which shall not be unreasonably withheld, conditioned, delayed, or denied, to any party, provided such party agrees in writing to assume all of Owners' duties, obligations, and liabilities so assigned hereunder, and provided further that any such assignment shall not become effective until the City receives notice of the assignment and a copy of the assignment instrument. Owners will not be released from its obligations under this Agreement if the City Council objects to the assignment as described above and such objections are not resolved by and between Owners and the City; provided, however, the City Council shall not unreasonably withhold Owners' release from their obligations under this Agreement.

Upon such assignment, Owners, with the consent of the City Council, shall be deemed to be released of any obligations under this Agreement, as to the portion of the Property assigned, so long as the assignee has demonstrated to the City Council, whose approval shall not be unreasonably withheld, conditioned, delayed or denied, that the assignee has the financial and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Agreement.

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.

(c) The mere conveyance or sale of a lot or any portion of the Property without a written assignment of the rights of the Owners shall not constitute an assignment or transfer of the rights or obligations of Owners hereunder that would necessitate obtaining the consent of the City Council, as provided above. For example, the sale of a lot within the Property to a commercial user and/or the sale of Parcel A, B, C or D, or a portion of those four parcels, shall not require the consent of the City Council.

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

section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

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

7.13. Entire Agreement. This written agreement, together with any exhibits attached hereto, represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

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

7.15. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

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

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

7.18. Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws, and neither Party waives any legal right or defense available under law or in equity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees, and neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

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

7.20. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or

liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City and its ETJ pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

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

7.22. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby.

7.23. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Owner, Greenview, and Timmermann represent that neither Owner, Greenview, and Timmermann nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner, Greenview, and Timmermann (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

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

7.25 Compliance with HB 89, SB 252, SB 13, and SB 19.

(a) In accordance with Section 2270.002, Texas Government Code, the Owner, Greenview, and Timmermann hereby verify that neither the Owner, Greenview, and Timmermann nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner, Greenview, and Timmermann: (i) Boycotts Israel (as such term is defined in Section 2270.001, Texas Government Code) and (ii) subject to or as otherwise required by applicable

Federal law, including, without limitation, 50 U.S.C. Section 4607, will Boycott Israel during the term of this Agreement.

(b) Pursuant to Section 2252.152, Texas Government Code, neither the Owner, Greenview, and Timmermann nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner, Greenview, and Timmermann is a company currently listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

(c) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner, Greenview, and Timmermann hereby verify that they and their 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 Acquisition and Reimbursement Agreement. The foregoing verification is made solely to enable the County to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

(d) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner, Greenview, and Timmermann hereby verify that they and their 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 during the term of this Acquisition and Reimbursement Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the County to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal,

state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

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

- Exhibit A – Description of Property
- Exhibit A-1 Metes and Bounds description of Parcels 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 – Development Plan
- Exhibit C – Code Modifications

[Signature pages follow]

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

CITY:

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

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

Attest:

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

Approved as to form:

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

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2023, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

OWNER:

**TIMMERMANN
INVESTMENTS, LP,**
a Texas limited partnership

COMMERCIAL

By: Timmermann GP LLC, a Texas limited liability
company
Its: General Partner

By: _____
Barth Timmermann, Manager

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Barth Timmermann, Manager of Timmermann GP LLC, Inc., a Texas limited liability company,
as general partner of Timmermann Commercial Investments LP, a Texas limited partnership.

(SEAL)

Notary Public, State of Texas

TIMMERMANN:

Geraldine Timmermann, an individual residing in Texas

By: _____
Geraldine Timmermann

GREENVIEW:

Greenview Development Greenbury LP, a Texas limited partnership

By: Greenview Development Corp., a Texas corporation
Its: General Partner

By: _____
Barth Timmermann, President

EXHIBIT "A-1"

LEGAL DESCRIPTION OF PROPERTY

"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"

"PARCEL B AND PARCEL C METES AND BOUNDS"

November 30, 2022

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 a½" 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

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;

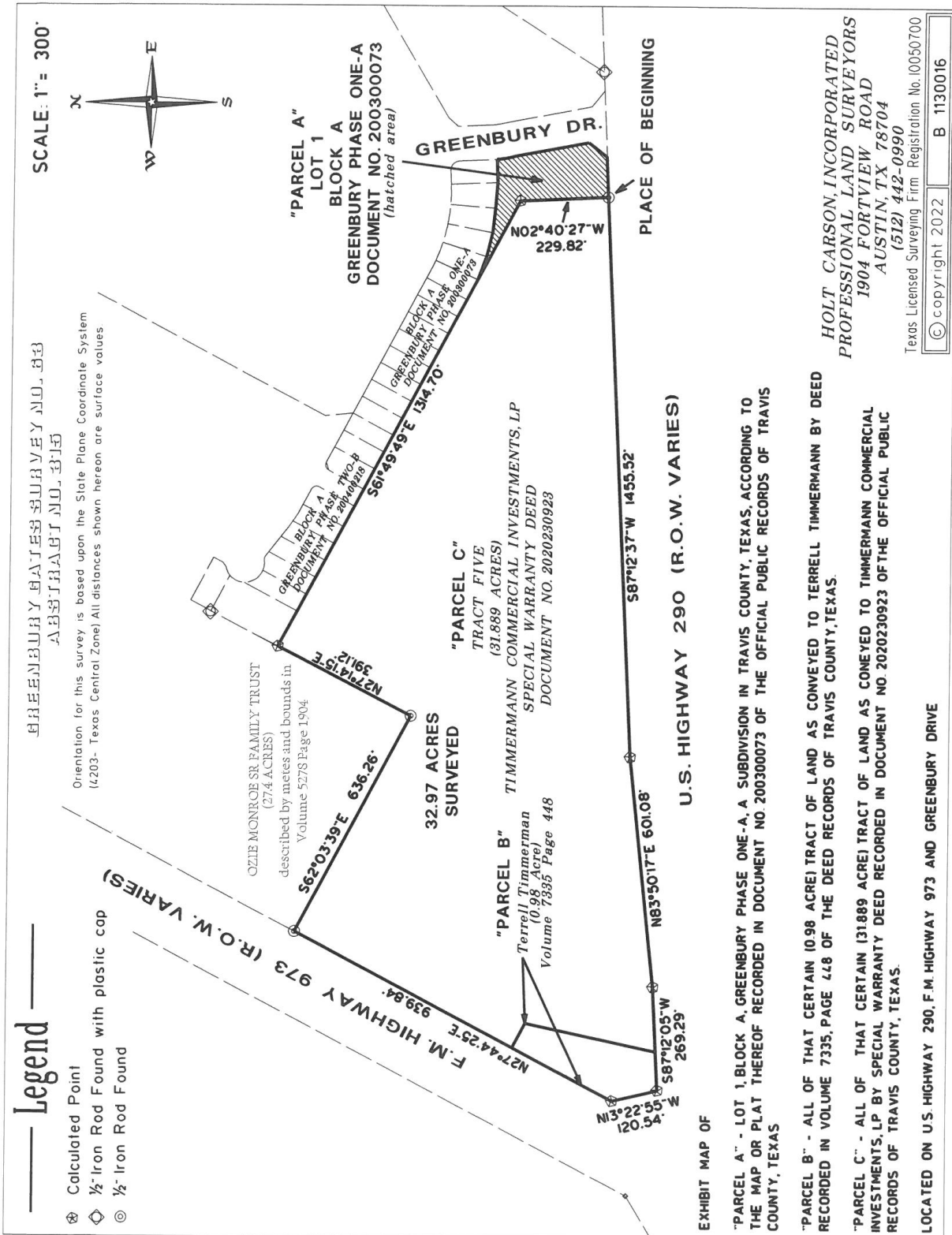
THENCE with the West line of Lot 1, Block A, Greenbury Phase One-A and with the East line of said (31.889 acre) Timmermann Investments Commercial, LP tract, **S 02 deg. 40'27" E 229.82 ft.** to the **PLACE OF BEGINNING** and containing **32.97 acres** of land.

SURVEYED: October 10, 2022

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



Exhibit A-2: Parcels A, B, & C



"PARCEL D METES AND BOUNDS"

November 30, 2022

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

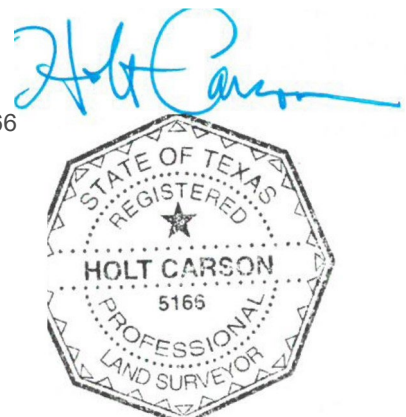


Exhibit A-3: Parcel D

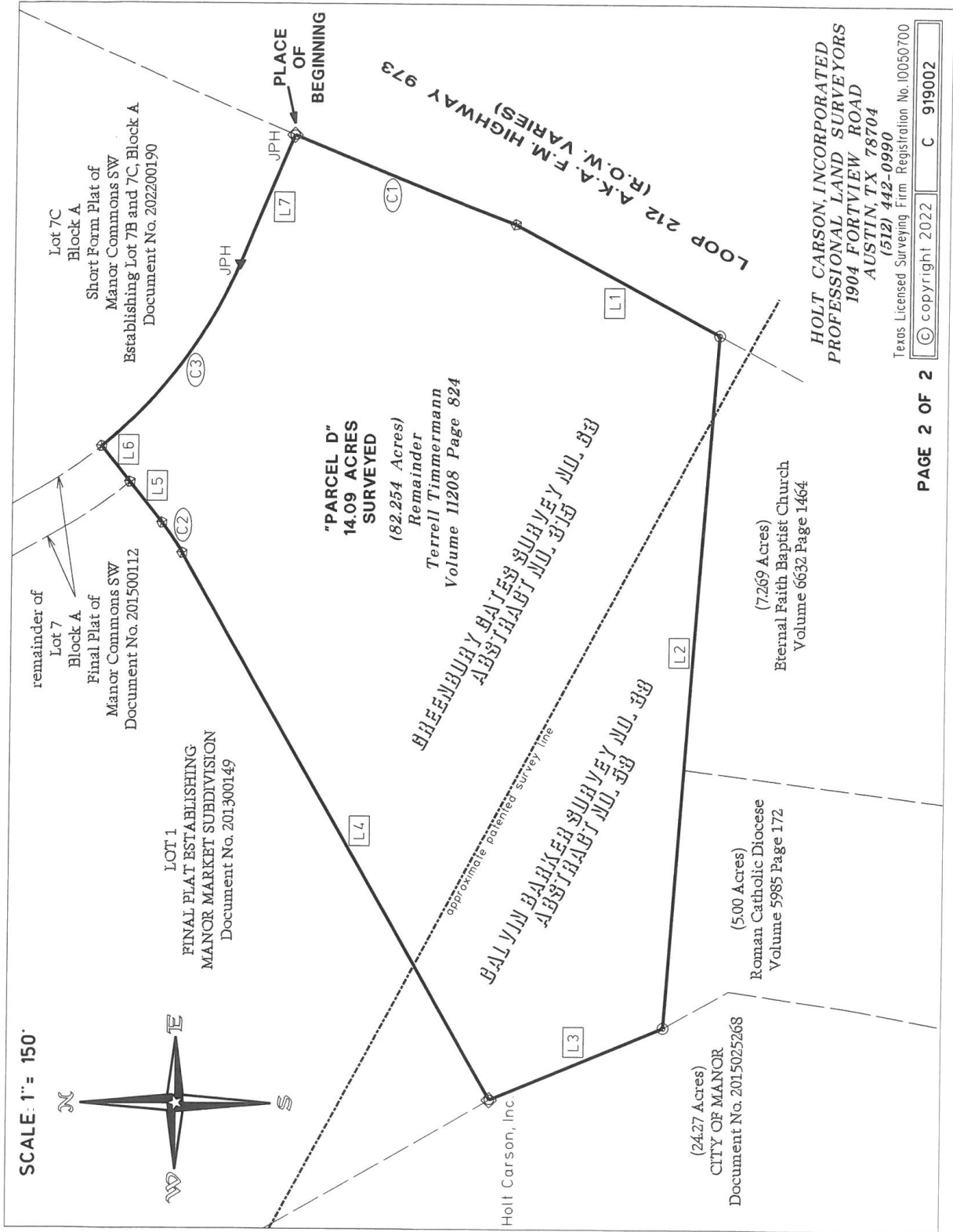
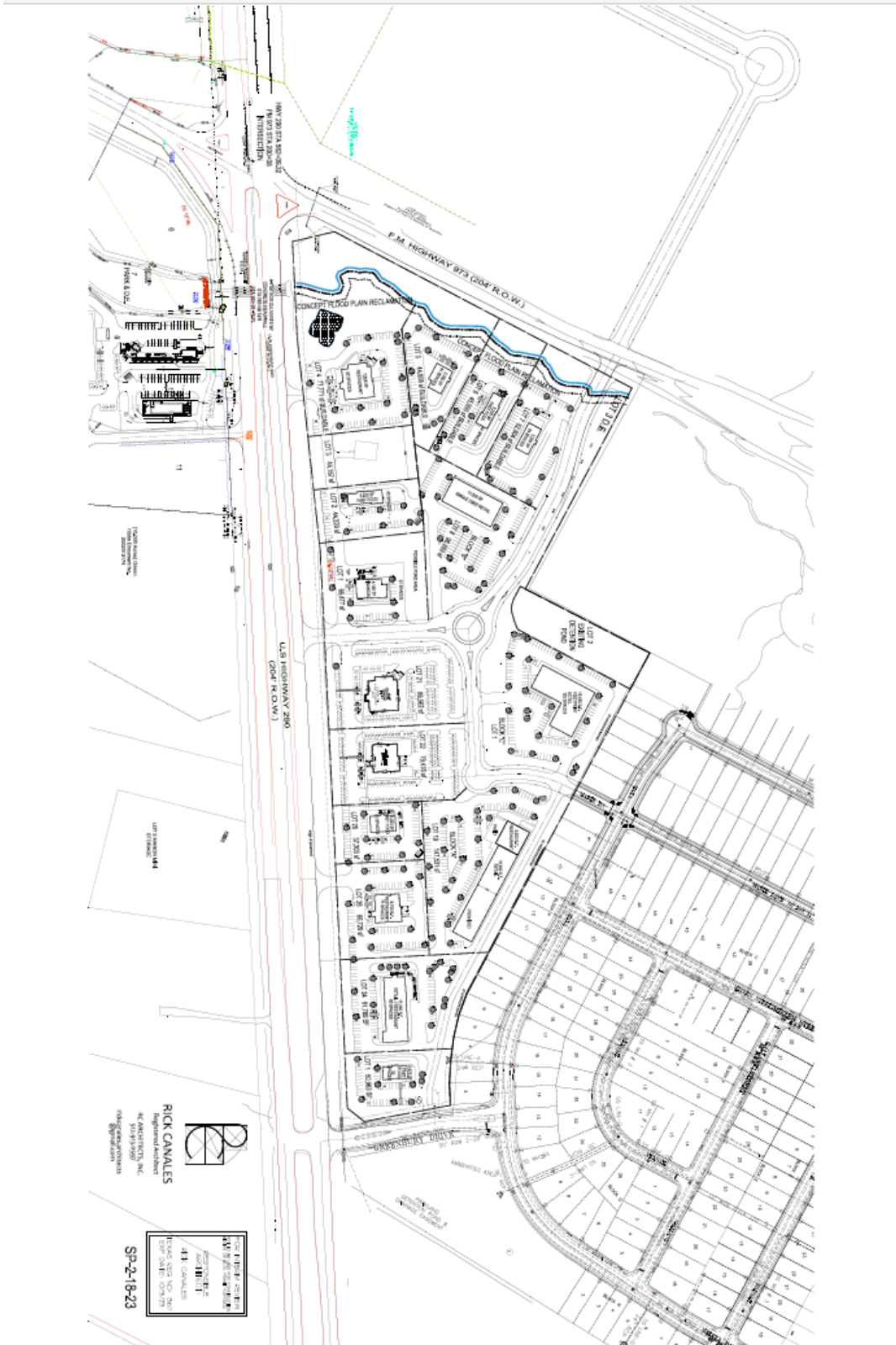
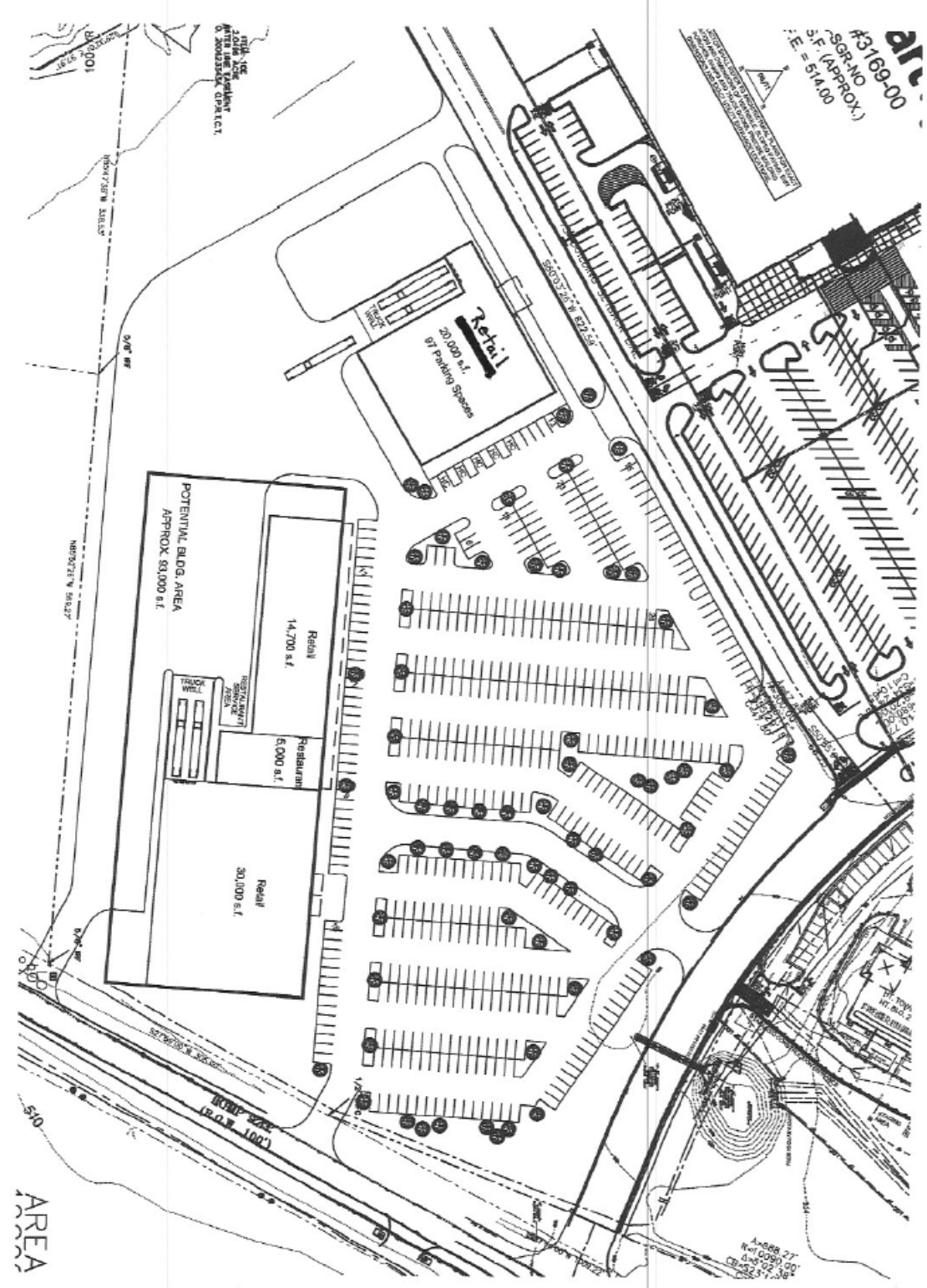


EXHIBIT "B" DEVELOPMENT PLAN



ARC
#3-189-00
~SGP-NO
S.F. (APPROX.)
E = 514.00



AREA

THE TOP
HT. 2
CHISEL POINT

4-688 27
REV 0090
04-102 300
02-02 17-304

EXHIBIT “C”

CODE MODIFICATIONS

Applicable to all Property:

- Fencecrete fencing shall meet the masonry screen wall requirements for the perimeter fencing, if fencing is required
- No shade trees shall be required within 100’ of the front entrance of commercial buildings
- Building Foundation Landscaping shall not be required.
- The front building entrance of commercial buildings shall be set back from a drive aisle a minimum distance of 11 feet
- Sidewalks in parking field shall only be required along the front drive aisle adjacent to the front of the commercial building
- Square footage limitations on outdoor sales shall not apply to the front sidewalk of the commercial building
- Outdoor storage shall be allowed
- Commercial buildings shall not be required to be architecturally finished on all four sides with the same detailing, and features, nor will the same materials be required for the rear of any building that faces a Fencecrete style fence.
- Commercial buildings will only require articulation standards on the primary façade. The primary façade will refer to only the side of the building facing & directly adjacent to public roadways.
- The main roof of the commercial buildings shall be allowed to be flat, single slope
- Lots when necessary shall be permitted to have 50 feet of frontage on the adjacent right-of-way.
- For the purpose of directing traffic to the entrance of the Property, one (1) double-sided, lighted, multi-tenant pylon signs with digital advertising may be installed and maintained by Owners at Maire Lane at the intersection of Highway 290 or near the intersection of 290 and FM 973 or at a mutually agreed upon alternative location (the “Timmermann Freestanding Sign”). The Timmermann Freestanding Sign structure shall incorporate materials and colors that are complementary to the overall design of the Project. The Timmermann Freestanding Sign may be up to fifty feet (50’) in height, with its final design approved by the City’s Planning and Zoning Commission.
- The freestanding signs for pad sites fronting Highway 290 and FM 973 shall be signs similar to Manor Commons SW and Manor Commons SE. These freestanding signs structures shall also incorporate materials and colors that are complementary to the overall design of the Project, with its final design approved by the City’s Planning and Zoning Commission.
- City’s Subdivision Ordinance, Section 26(b) items 2, 3 and 4 of the City’s Code of Ordinances will be changed from 5% to 20%, and Section 26(b) item 8 will change from 1 year to 3 years.