



Greenview Development 973, L.P.
501 Vale Street
Austin, TX

Re: Waterline being usable for Lot #10

Ladies and Gentlemen:

This letter agreement (this “**Letter**”) sets forth our additional understandings regarding the **WATERLINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** attached hereto as **Exhibit A** and the easement granted therein (the “**Easement**” or “**Utility Easement**”) to the **City of Manor, Texas**, a Texas home-rule municipality situated in Travis County, Texas (the “**City**”) by Greenview Development 973, L.P., a Texas limited partnership (the “**Grantor**”) across, along, under, upon, through, and within the tract of land described in the Utility Easement (the “**Easement Tract**”). In consideration of the Grantor’s agreement to convey the Easement to the City across, along, under, upon, through, and within the Utility Easement and the Easement Tracts, the City agrees as follows:

1. The City will have the water line completed at a minimum up to the easterly boundary line of the Easement Tract, and functioning as a water line, with water usable for Lot #10 on or before December 1, 2024.
2. Notwithstanding anything to the contrary elsewhere in this Letter, in the event of any failure of either party to comply with or perform under any of the terms, conditions, or provisions hereof and/or either party’s interference with, or endangerment, impairment, obstruction, or restriction of, any of the rights of the other party under this Letter, such party, in addition to any and all rights or remedies available to it at law or in equity, shall be entitled to obtain mandamus relief (temporary or permanent) commanding compliance with and performance of the terms, conditions, and provisions of this Letter, but not without the necessity of proof of inadequacy of legal remedies or irreparable harm, and the need to post a bond.

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3. The individuals signing this Letter on behalf of Grantor and the City, respectively, each represent that he/she has the requisite authority to bind the Grantor and the City, respectively. This letter will apply to, and be enforceable by, the successors and assigns of Grantor and City.
4. To the extent of any conflict between the Easement and this Letter, this Letter shall control.
5. This Letter may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one document.

THIS LETTER IS ACCEPTED AND AGREED TO

this 27th day of December, 2023.

GRANTOR:

GREENVIEW DEVELOPMENT 973, L.P.,
a Texas limited partnership

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

By: _____
Barth Timmerman, President

Date: December 27, 2023




THIS LETTER IS ACCEPTED AND AGREED TO

this 27th day of December, 2023.

THE CITY:

City of Manor, Texas,
a Texas home-rule municipality situated in
Travis County, Texas

By: 
Scott Moore, City Manager

Date: December 27, 2023

Attachments:

Exhibit A- Utility Easement