

**DEVELOPMENT AGREEMENT
(EntradaGlen)**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 2021 (“Effective Date”) by and between **LAS ENTRADAS DEVELOPMENT CORPORATION**, a Texas corporation (including its Designated Successors and Assigns, “Owner”), **COTTONWOOD HOLDINGS, LTD.**, a Texas limited partnership (“Cottonwood”), for the limited purposes described herein, and the **CITY OF MANOR, TEXAS**, a home rule municipality located in Travis County, Texas (“City”). The City and Owner are herein sometimes referred to as a “Party” and collectively as the “Parties.”

RECITALS

A. Owner intends to develop and improve, in one or more phases, all or a portion of that certain tract or parcel of land, all of which is located within the municipal boundaries of the City, consisting of approximately 220.4 acres (“LE Property”), and 37.51 acres of the ShadowGlen Subdivision (“SG Property”) (the LE Property and the SG Property, collectively, “Property”), as a mixed-used master-planned project, as provided in this Agreement, in accordance with the Las Entradas Parcel and Land Use Summary Plan as defined herein, and all as generally shown as Exhibit “A” attached hereto.

B. On March 23, 2018, Owner submitted to the City its Amended Petition for the Creation of a Public Improvement District to Finance Improvements to Las Entradas and Shadow Glen Subdivisions for the creation of a public improvement district (“PID Petition”).

C. The City has determined that the creation and operation of a public improvement district is essential to providing for the planning, financing, construction, operation and maintenance of the PID Project (herein defined) without imposing an undue burden on the City and its residents and taxpayers.

D. In furtherance of the PID Petition and in order to facilitate the financing and construction of the Authorized Improvements (herein defined), the City adopted Resolution No. 2018-06 on July 18, 2018, (“PID Creation Resolution”) authorizing and creating the original EntradaGlen Public Improvement District, pursuant to authority granted under TEX. LOC. GOV’T CODE CH. 372, as the same may be amended from time to time.

E. On December 2, 2020, the City adopted Resolution No. 2020-16 dissolving the original EntradaGlen Public Improvement District and authorizing and creating a new EntradaGlen Public Improvement District (“District” or “PID”), with revised boundaries, and reducing the area contained in the PID.

F. It is intended that special assessments will be levied on the Property, and that PID Bonds (herein defined) will be sold to finance the Authorized Improvements.

G. Owner will initially fund the costs to design and construct various Authorized Improvements within the PID Project. Subject to the terms of this Agreement, the City will pay for and/or reimburse the Owner for the costs of the Authorized Improvements from proceeds of the PID Bonds.

H. Cottonwood, an affiliate of Owner, is developing a mixed-use, master planned project on the SG Property (“SG Project”), and the SG Project is subject to a development agreement (“SG Agreement,” herein defined).

I. The Parties have agreed that any and all provisions related to the dedication of right-of-way and construction of an extension of Hill Lane to Lexington Street, which were previously contained in the SG Agreement, and in that certain Letter Agreement between Cottonwood and the City dated August

16, 2017 (collectively, the “Hill Lane Obligations”) shall remain in effect and solely remain the obligations of Cottonwood if bonds are not issued as contemplated in this Agreement or the Hill Lane Extension is not built in accordance with Section 4.6 and Exhibits “D-1” and “D-2” . Cottonwood is a party to this Agreement for the limited purpose of agreeing to dedicate right-of-way for, and construct, the Hill Lane Extension in accordance with Section 4.6 and Exhibits “D-1” and “D-2” of this Agreement, and for any provisions expressly applicable to Cottonwood.

J. 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, provide public recreational spaces, 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.

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

L. 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 Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner 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, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS; INCORPORATION OF RECITALS; TERM

1.1. Incorporation of Recitals. The representations, covenants and recitations set forth in the above recitals (the “Recitals”) are material to this Agreement and are hereby found and agreed to be true and correct, and are incorporated into and made a part hereof as though they were fully set forth in this Article.

1.2. Definitions. 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.

“Act” means Chapter 372 of the Texas Local Government Code.

“Agreement” is defined in the preamble hereof and includes any subsequent written amendments or modifications made pursuant to Section 9.6.

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

“Appraisal” means the appraisal of the Property obtained in connection with issuance of the PID Bonds to determine whether there is sufficient value associated with the Property to meet the value to lien ratios set forth in the PID Finance Exhibits (herein defined).

“Authorized Improvements” means the improvements expressly authorized by the Act and to be constructed and funded in connection with the PID Bonds that are described in the PID Creation Resolution

and which will be more particularly described in the PFA (herein defined) and the SAP. A list of authorized improvements for the PID Project and their estimated costs are attached hereto as Exhibit “B-1” for Improvement Area #1 and for the Major Improvements and Exhibit “B-2” for the Future Improvement Areas. The PID will fund no more than \$40,000,000 in Authorized Improvements.

“Bond Authorization Date” means the date that the City Council authorizes the issuance of the PID Bonds.

“City” means the City of Manor, Texas, a home rule municipality located in Travis County, Texas.

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

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

“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.

“County” means Travis County, Texas.

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

“Gregg Manor Road South Segment” means the roadway segment to be constructed in the right-of-way contiguous to the north side of West Parsons Street and running northward for approximately 550 feet in the City of Manor, and as more particularly shown on Exhibit “C.”

“Hill Lane Extension” means the roadway to be constructed as generally shown on Exhibit “D-1” and sidewalks shown on Exhibit “D-2,” such roadway generally extending Hill Lane from Gregg Manor Road eastward to Lexington Boulevard in the City.

“Indenture of Trust” means an Indenture of Trust between the City and trustee acceptable to City and Owner covering the PID Bonds, as the same may be amended from time to time.

“Las Entradas Parcel and Land Use Summary Plan” means the Las Entradas land use parcel plan and land use summary tables, attached as Exhibit “E-1.”

“LE Project” means the real estate development planned for the LE Property known as “Las Entradas.”

“Owner” means Las Entradas Development Corporation, a Texas corporation, and includes any subsequent Owner, whether one or more and whether or not related to the Owner or otherwise a related party of the Owner or a partnership or other entity in which the Owner is a partner or participant, of all or any portion of the LE Property that specifically acquires by whole or partial assignment, by operation of law or otherwise, the rights and obligations of the Owner under this Agreement.

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

“PID” means the public improvement district named “EntradaGlen Public Improvement District” created under authority of the Act as described in Recital D, and dissolved and recreated as described in Recital E.

“PID Bonds” means the bonds authorized by the City to be issued, in one or more series, in accordance with the PFA.

“PID Finance Exhibits” means the financial analysis and assumptions about the PID Project in accordance with the SAP, the proposed special assessments, and the PID Bonds described in Section 6.1. The information set forth in Section 6.1 may be revised by agreement of the Parties based on updated information received during the due diligence review of the PID Project, the proposed special assessments, and the proposed PID Bonds.

“PID Financing Agreement” or “PFA” means a PID Financing Agreement to be entered into between City and Owner to provide for the assessment, levying and collection of special assessments on the Property, the construction and maintenance of the Authorized Improvements, the issuance of the PID Bonds and other matters related thereto.

“PID Financing Documents” means the PFA and SAP, collectively.

“PID Project” means the real estate development planned for the PID, including the Las Entradas and Shadow Glen Subdivisions.

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

“Property” means the the land defined as Property in Recital A.

“SAP” means a Service and Assessment Plan to be entered into contemporaneously with the levy of all requisite special assessments on the Property in support of the PID Bonds in accordance with the PID Finance Exhibits and further subject to the PID Bond issuance requirements set forth under Section 6.1.

“SG Development Agreement” means the Development Agreement for the Shadowglen Subdivision, dated effective January 10, 2011, among the City, Cottonwood, SG Land Holdings LLC, Travis County Municipal Utility District No. 2, Wilbarger Creek Municipal Utility District No. 1, and Wilbarger Creek Municipal Utility District No. 2, for which a Memorandum of Agreement was recorded as Document No. 2012158027 in the Official Public Records of the County, as amended from time to time.

“SG Development Agreement 2014 Addendum” or “2014 Addendum” means the Addendum to Development Agreement for the Shadowglen Subdivision, between the City and Cottonwood Holdings, Ltd., dated May 21, 2014.

“ShadowGlen Parcel and Land Use Summary Plan” means the ShadowGlen parcel plan and land use summary tables, attached as Exhibit “E-2.”

“ShadowGlen Project” means the real estate development planned for the SG Property known as “ShadowGlen.”

“Subdivision Ordinance” means Exhibit A of Chapter 10 of the City’s Code of Ordinances.

1.3. Depictions of the Property in Agreement Exhibits.

The Property comprising the PID is depicted in Exhibit “A,” which reflects the exclusion, from the PID, of three tracts on the south frontage of US Highway 290 East, totaling approximately four acres. If any other exhibits to this Agreement do not reflect the exclusion of the three tracts, having been prepared instead to depict the PID’s outer boundaries, Exhibit “A” shall control.

1.4. Term. The term of this agreement shall commence on the Effective Date and continue until ten (10) years from the Effective Date.

ARTICLE II BENEFITS; SEQUENCE OF EVENTS; COOPERATION

2.1. Plan. The LE Property is proposed for development as a mixed-use master planned project, including parkland, open space, and other public and private amenities as shown in the Las Entradas Parcel and Land Use Summary Plan. Owner will subdivide and develop the LE Property and construct the Authorized Improvements, at the Owner's initial expense in accordance with this Agreement (subject to PID funding and reimbursements as provided in this Agreement), the plans and specifications approved by the City, good engineering practices, and the Applicable Rules. Certain portions of the PID Project, specifically, floodplain reclamation in the LE Property, and a lake (referenced in Section 4.10 as Lake Rita) and retaining wall in the SG Property, have been constructed, pursuant to plans and specifications approved by the City, prior to the Effective Date, and such portions are agreed by the Owner and the City to be in accordance with this Agreement.

2.2. General Benefits. Owner will benefit from the certainty and assurance of the development regulations applicable to the development of the LE Property and by virtue of the services that will be made available to the LE Property pursuant to the terms of this Agreement. The City will provide water and wastewater service to the LE Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Owner has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the LE Property in accordance with this Agreement; (b) the establishment of regulations applicable to the development of the LE Property; (c) the water and wastewater services that will be made available to the LE Property; and (iv) the reimbursements set forth herein. The City will benefit from this Agreement by virtue of its control over the development standards for the LE Property, by virtue of construction of roadways, by virtue of expanding its public amenities, and by virtue of extension of its water and wastewater systems, by Owner as herein provided. The Parties expressly confirm and agree that development of the LE 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 by the City, and the Owner;
- (b) Submittal and review of preliminary plats for the various phases of the LE Property; and
- (c) City and Owner's negotiation and execution of various agreements to effectuate the terms of the PID and the issuance, subject to the approval by City Council, of the PID Bonds.

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.

ARTICLE III OBLIGATIONS AND CONDITIONS

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

(a) Complete City staff review and schedule for approval of the preliminary plats, final plats, and construction plans for the PID Project, subject to the Owner timely submitting applications and responding to comments;

(b) Negotiate and enter into the PFA and approve the form of SAP prior to the issuance of the PID Bonds, provided that:

(i) The PFA and the SAP will specifically identify the Authorized Improvements; and

(ii) Owner can reasonably demonstrate that it has or will have adequate funding to timely complete any infrastructure required for the PID Project which will not be paid for or reimbursed by the PID Bonds; and

(c) Authorize issuance of the PID Bonds by October 31, 2022, as provided in the Dissolution Agreement; execution of this Agreement by Owner constitutes a bond issuance request from the Owner (the "Bond Authorization Date") in accordance with the PID Bond issuance requirements set forth in Section 6.1 and the PID Finance Exhibits attached hereto, provided that:

(i) An appraisal of the Property has been prepared by a third party selected by the City, in consultation with the property owner, prior to issuance of PID Bonds;

(ii) A market study of the Property has been prepared by a third party selected by the Owner in consultation with the City, prior to issuance of PID Bonds;

(iii) The Parties have entered into the PFA;

(iv) Special assessments in an amount adequate to finance the PID Bonds have been levied against the Property and the SAP has been adopted;

(v) Owner can reasonably demonstrate to the City and its financial advisors that, as of the time of the proposed bond sale that (i) all applicable tests necessary for issuance of the PID Bonds have been satisfied, (ii) sufficient security for the PID Bonds based upon the market conditions exist at the time of such bond sale, and (iii) any other terms reasonably determined appropriate by the City have been satisfied; and

(d) Subject to the conditions set forth in Section 3.1(b) and 3.1(c), work towards approval of the PFA and issuance of the PID Bonds.

3.2. Owner's obligations. The Owner shall:

(a) Use its best efforts, in good faith, to submit concept plan, preliminary plat, 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) Reasonably cooperate with the City and use its best efforts, in good faith, to (i) negotiate and enter into the PFA, (ii) request the issuance of the PID Bonds, (iii) provide the City with information needed

to evaluate the proposed special assessments, and the issuance of PID Bonds, to develop and adopt the SAP, and to issue the PID Bonds;

(c) Develop the Property and construct all infrastructure required for built-on-the-lot commercial businesses 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 Owner, its grantees, successors and assigns agreeing that the City's fees and charges currently provided for in the Applicable Rules may be amended by the City from time to time;

(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

(f) Agree that this Agreement does not waive the requirements of any Applicable Rules, except as specifically provided herein.

3.3. Conditions. Notwithstanding any other codes, resolutions, or ordinances of the City or any agreements related to the PID to the contrary, in the event any of the following events should occur: (i) the City identifies material flaws in the assumptions set forth in the PID Finance Exhibits, including but not limited to whether the proposed special assessments will impact the marketability of the PID Project; (ii) the Owner fails to give the City notice of its request to issue bonds; (iii) the Appraisal does not demonstrate that Property meets the value to lien ratio set forth in the PID Finance Exhibits; or (iv) the City fails for any reason to authorize the issuance of the PID Bonds to finance the Authorized Improvements on or before the Bond Authorization Date in accordance with the PID Finance Exhibits, the Parties shall confer to determine whether the issuance of PID Bonds is feasible based on the conditions set forth in Section 6.1. If the Parties elect not to proceed with the issuance of PID Bonds, then Owner shall develop the PID Project in accordance with the City Rules.

3.4. Dissolution of PID. On December 2, 2020, the City approved and entered into an Amended and Restated Dissolution Agreement ("Dissolution Agreement"). The Dissolution Agreement states that it constitutes the petition by Cottonwood, Las Entradas Development Corporation, and ShadowGlen Development Corporation for the City to dissolve the District in the event of certain milestones, including if the Hill Lane Extension is not constructed within eighteen (18) months after the effective date of this Agreement. The Dissolution Agreement also provides that in the event PID Bonds have not been issued, or special assessments have not been levied, on or before October 31, 2022, the City shall dissolve the PID in accordance with the terms set forth in the Dissolution Agreement.

ARTICLE IV DEVELOPMENT OF THE PROPERTY

4.1. Applicable Rules.

(a) The LE 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 “I”, 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 LE Project, including the plat approval, site development plans, and building permits.

4.2. Phased Development. Owner may develop the LE Project in one or more phases in accordance with the phasing plan approved by City.

4.3. Zoning. Zoning of the LE Property 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 LE Property shall allow the LE Property to be developed in accordance with terms and conditions of this Agreement.

4.4. Vested Rights. The City acknowledges that the Owner shall be deemed vested from the Effective Date to develop the LE Project 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. The Owner’s vesting shall expire (1) on the fifth anniversary from the date a concept plan is filed with the City if no progress has been made towards completion of the LE Project; or (2) if this Agreement is terminated by reason of Owner’s default beyond any applicable notice and cure periods (the “Vested Rights”). Progress toward completion of the LE Project 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 Owner in writing. For the avoidance of doubt, the Parties acknowledges and agree that this paragraph shall not apply to fees imposed in conjunction with development permits.

4.5. Owner’s Rights to Continue Development. In consideration of Owner’s 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 LE Project 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 LE Project 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.

4.6. Hill Lane Extension.

(a) The City has included the Hill Lane Extension as an Authorized Improvement, in lieu of other reimbursable costs for improvements to be paid for by the Owner without PID reimbursement (the “Non-Reimbursable Owner Improvements”). The Parties agree to identify the Non-Reimbursable Owner Improvements no later than when the final SAP is approved for bond issuance equal to \$6,437,232.20, or equal to the actual cost of the Hill Lane Extension once said improvements have been

completed. The Developer agrees not to request reimbursement of Hill Lane Extension improvement costs incurred until the list of Non-Reimbursable Owner Improvements is agreed to by the Parties.

(b) Cottonwood will submit to the City construction plans and subdivision applications for the Hill Lane Extension within thirty (30) days after the Effective Date. Cottonwood will construct the Hill Lane Extension consistent with the ShadowView Commercial Section 3 Subdivision Construction Plans (“ShadowView Plans”), as approved. The City may require Cottonwood to submit a letter of credit in lieu of constructing the minor roadway improvements for Hill Lane as part of the related plans. Cottonwood shall commence construction no later than eighteen (18) months from the Effective Date of this Agreement or eighteen (18) months from the date the City approves the ShadowView Plans, whichever is later.

(c) The obligations relating to the Hill Lane Extension, as described in this Section 4.6, are solely the obligations of Cottonwood.

4.7. Timing of Platting. The Owner agrees to waive the submission requirements of the City’s Subdivision Ordinance and the City agrees to allow concurrent review of the concept plan(s), preliminary plat(s), construction plan(s), and final plat(s). Upon each submittal the City shall have thirty (30) days to respond to the Owner and/or its authorized representative with comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the Subdivision Ordinance, 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 Subdivision Ordinance.

4.8. Gregg Manor Road South Segment. The Owner has obtained a utility, access, and landscape easement agreement (“GMRS Easement Agreement”) from the Lions Club of Manor, Inc., to the City, granting to the City a 15-foot easement (“Easement Property”) west of the Gregg Manor Road South Segment, recorded as document no. 2021108628 in the Official Public Records of Travis County, Texas. To the extent the Owner is a Benefitted Party, as defined in the GMRS Easement Agreement, the Owner agrees to comply with the GMRS Easement Agreement.

4.9. Hill Lane. The Owner has obtained or will obtain an access and landscape easement agreement (“Hill Lane Easement Agreement”) from the Protestant Episcopal Church Council of the Diocese of Texas to the City, granting to the City a 10-foot easement (“Hill Lane Easement Property”), executed in substantially the form attached as Exhibit “G.” To the extent the Owner is a Benefitted Party, as defined in the Hill Lane Easement Agreement, the Owner agrees to comply with the Hill Lane Easement Agreement.

4.10. Entrada Boulevard. The Parties agree that if the area along Entrada Boulevard is developed as an industrial area, Entrada Boulevard may be aligned as generally depicted in Exhibit “K.” Developer agrees to provide to the City revised costs based on the realignment and any additional documentation required by the City prior to bond issuance for the improvement area that includes any portion or all of Entrada Boulevard.

4.11. Parkland. Approximately 54 acres of the Property shall be dedicated, including approximately 49 acres of the LE Property and 5 acres of the SG Property shall be designated as parkland, and open space (“Parkland and Open Space”) in compliance with the location of the parkland, and open space as shown on the Regulating Plan, and as depicted in Exhibit “F” and Exhibit “B-1” Improvement Area 1 Projects, Item No. D, Community Park – Lake Rita Public Amenity Improvements, including the Description of Enhancements, (“Regulating Plan - Parkland and Open Space”). Owner shall design, construct, and install the public amenities as agreed by the City and Owner, and described in the SAP (“Public Amenities”). Owner shall convey the approximately 54 acres by deed to the City upon City’s approval of the final plat for the portion of the Property in which the applicable Parkland and Open Space is contained. All Parkland

and Open Space conveyed to the City and all trails, landscaping, and public amenities described in Exhibit “F” will be maintained and operated by the applicable Association, as the term is defined in Section 7.1, commencing upon the conveyance of the applicable Parkland and Open Space to, or acceptance of the first Public Amenities by, the City (as applicable) and continuing for as long as the Parkland and Open Space is used as parkland. Parkland and Open Space shall be dedicated at the time of final plat approval for the portion of the Property in which the Parkland and Open Space is contained. The Public Amenities and other improvements listed and described in Exhibit “F” and Exhibit “B-1” as specified in this section will be constructed within the PID Project concurrently with development of each Phase (and as further set forth in Exhibit “F” and “B-1”) in which the applicable Public Amenities are located; provided, Owner shall provide to or for the benefit of City, as security for the performance of such obligation (1) a letter of credit from a reputable financial institution in a form reasonably acceptable to the City; or (2) a payment and performance bond for the benefit of the City (or any combination thereof), in an amount not less than 110% of the then-projected cost of any such unconstructed Public Amenity prior to any final plat filing for a particular Phase. Owner shall have the right to draw down on the security posted as construction of the Public Amenities progresses. Public Amenities described in Exhibit “F” and Parkland and Open Space will be maintained and operated by the applicable Association or governmental entity. The Owner will convey to the County an easement to the Parkland on the LE Property for the Future Travis County Gilleland Creek Greenway Trail, as depicted in Exhibit “F,” in a form acceptable to the County and the City. The Owner and/or the applicable Association and the City will enter into a maintenance and operation agreement substantially in the form attached hereto as Exhibit “H” concurrently with the conveyance of the Parkland and Open Space or Public Amenities for operation by the OA unless the County, or any other entity acceptable to the City, agrees to enter into such a maintenance and operation agreement.

4.12. Masonry and Design Requirements. “Architectural Standards,” Chapter 14, Article 14.02, Division 6, Code of Ordinances, including masonry requirements, shall apply to the structures located on the LE Property. “Outdoor Lighting,” Article 15.05, Code of Ordinances shall apply to the LE Property.

4.13. Tract SG-2. The 6.846-acre tract at the the planned intersection of, and between, Manor Downs Road and Gregg Manor Road is identified as Tract SG-2 on the Las Entradas Parcel and Land Use Summary Plan. Tract SG-2, depicted in Exhibit “B-1,” consists of Lot 1, Block B, Las Entradas North Section 1 Subdivision (plat recorded as Document No. 201500182 of the Official Public Records of Travis County, Texas), on the west side, and 4.427 acres on the east side. Tract SG 2 is bisected by the project line between the Las Entradas Project and the ShadowGlen Project. A portion of Tract SG-2 is owned by Las Entradas Development Corporation and a portion is owned by Cottonwood, and the portions owned by each entity extend across the project line between the two projects. The portion of Tract SG-2 owned by the Owner will be developed in accordance with the Las Entradas Parcel and Land Use Summary Plan, and the portion of Tract SG-2 owned by Cottonwood Holdings will be developed in accordance with the SG Development Agreement.

ARTICLE V PID TRUE UP

5.1. PID True Up.

(a) The following definitions shall be used in this Article V:

(i) “Maximum Assessment” means, for each lot classification identified in the SAP, an assessment equal to an amount that produces an average annual installment (inclusive of principal, interest, and administrative expenses) resulting in the Maximum Equivalent Tax Rate. The Maximum Assessment shall only be calculated upon (i) for a parcel being created by a subdivision plat, at the time of the filing of a subdivision plat, and (ii) for parcels whose assessments are securing a series of PID Bonds, at the time such PID Bonds are issued.

(ii) “Maximum Equivalent Tax Rate” means, for each lot classification identified in the SAP, \$3.26 per \$100 of estimated buildout value. The estimated buildout value for a lot classification shall be determined by the PID administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, information provided by the Owner, or any other information that may help determine buildout value.

(b) Mandatory Reduction in Assessments if Maximum Assessment Exceeded.

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

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

ARTICLE VI PID BOND ISSUANCE REQUIREMENTS

6.1. PID Bond Issuance Requirements. The PID Financing Documents shall be subject, in addition to other terms and conditions as may be acceptable to the Parties, to the following requirements:

(a) PID Bond Operations. The aggregate principal amount of PID Bonds to be issued shall not exceed \$40,000,000, which shall be used to fund: (i) the actual costs of the Authorized Improvements, (ii) to the extent permitted by law, required reserves and capitalized interest during the period of construction and not more than twelve (12) months after the completion of construction of all Authorized Improvements covered by the PID Bond issue in question and in no event for a period greater than twenty-four (24) months from the date of the initial delivery of the PID Bonds, (iii) a PID reserve fund and administrative fund, and (iv) any costs of issuance for the PID Bonds; provided, however, that to the extent the law(s) which limit the period of capitalized interest to twelve (12) months after completion of construction change, the foregoing limitation may, with the agreement of the Parties, be adjusted to reflect the law(s) in effect at the time of future PID Bond issuances.

(b) Maturity. The final maturity for the PID Bonds shall occur no later than thirty (30) years from the issuance date of said PID Bonds.

(c) Financing Amount. The Owner intends to request the issuance of the PID Bonds, subject to the condition that the maximum cost of Authorized Improvements to be funded plus issuance and other financing costs shall not exceed \$ 40,000,000.

(d) Loan to Value Ratio. The minimum value to lien ratio at the issuance date of each series of PID Bonds shall be at least 3 to 1 on a parcel by parcel basis, to be calculated as set forth in the Indenture of Trust.

ARTICLE VII PROPERTY OWNERS ASSOCIATION

7.1. Property Owners Association. Owner has created Las Entradas Owners Association and has created or will create the ShadowGlen Commercial Property Owners Association (each, “Association” as applicable, and collectively, “Associations”), and has established, or will establish, respectively, bylaws,

rules, regulations, and restrictive covenants (collectively the “Association Regulations”). The Association Regulations assure or will assure that the Association will perform and accomplish the duties and purposes required to be performed and accomplished by the Association pursuant to this Agreement. The owner of each lot shall be required to be a member of the Association, and unpaid dues or assessments shall be and constitute a lien on the lot for which they are assessed. The Association regulations will establish periodic Association dues and assessments, to be charged and paid by the lot owners in the Project, that are and will be sufficient to maintain (a) the drainage easements and improvements within the LE Property or SG Property, as applicable (the “Drainage”); (b) any part or portion of the LE Property or SG Property, as applicable that is dedicated to the Association (the “Dedicated Property”); and (c) maintenance and operation of all of the trails and public amenities within the LE Property or SG Property, as applicable, and as identified in Exhibit “F” in accordance with Section 4.8 above. The Association Regulations will require the periodic dues and assessments to be increased from time to time as necessary to provide the funds required for the maintenance of the applicable Drainage, Dedicated Property and Public Amenities, and to provide funds required for the management and operation of the Association. To the extent an Association has already been created, this Section shall supersede the established requirements of such Association and the bylaws, rules, regulations, restrictive covenants, and regulations will conform with this Section or will be amended to conform with this Section.

ARTICLE VIII AUTHORITY; COVENANTS; PROPERTY RIGHTS

8.1. Powers.

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

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

8.2. 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 Owner is required, or the City or Owner 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 or City Rules, by the City Manager and for Owner by any officer of Owner 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 IX GENERAL PROVISIONS

9.1. 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.

9.2. 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. 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.

9.3. 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.

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

9.5. 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
223 West Anderson Lane, Suite A-105

Austin, Texas 78752

If to the Owner:

Las Entradas Development Corporation
Attn: Peter A. Dwyer, President
9900 Hwy 290 E
Manor, Texas. 78653

with a copy to:

Armbrust & Brown PLLC
Attn: Sharon J. Smith
100 Congress Ave., Suite 1300
Austin, Texas 78701

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

9.6. Amendments and Waivers. 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 Owner. No course of dealing on the part of the City or the Owner nor any failure or delay by the City or the Owner 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.

9.7. Conflicts. This Agreement shall prevail if there is a conflict between (a) this Agreement and the SG Development Agreement, as amended or the SG Development Agreement 2014 Addendum.

9.8. 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.

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

9.10. Successors and Assigns.

(a) Except as expressly provided in this Section, neither party to this Agreement shall have the right to convey, transfer, assign, mortgage, pledge or otherwise encumber all or any part of its right, title and interest under this Agreement to any party without the prior written consent of the other party to this Agreement, which consent shall not be unreasonably withheld, conditioned, delayed or denied.

(b) Owner 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 Owner's 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.

(c) Owner may pledge, assign or transfer its right, title and interest under this Agreement, in whole or in part, without the consent of the City, to any third party lender of the Project (each, a "Lender") as security for the performance of Owner's loan obligations; and in relation thereto, the City will execute

reasonable acknowledgements of this Agreement as may be requested by such Lender, including confirmation whether this Agreement is valid and in full force and effect, whether either party is in default of any duty or obligation under this Agreement, and agreeing to provide notice and opportunity to cure to such Lender.

(d) Any attempted transfer of a portion of the Property or of any right or beneficial interest under this Agreement shall not be effective with respect to such interest unless the instrument purporting to carry out such transfer expressly states that the right or beneficial interest subject to the transfer is deemed a transfer to the proposed party and is acknowledged by the City in writing.

(e) Notwithstanding anything to the contrary, this Agreement shall not be binding upon any purchaser of a platted lot or reserve in the Project.

9.11. 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.

9.12. 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.

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

9.14. 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 Owner with respect to City Rules.

9.15. 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.

9.16. 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.

9.17. 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.

9.18. 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 represents that neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the

meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

9.19. 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 represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

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

Exhibit A – Description of LE Property, SG Property, and Property
Exhibit B-1 – Improvement Area #1 and Major Improvements
Exhibit B-2 – Future Improvement Areas
Exhibit C – Gregg Manor Road South Segment
Exhibit D-1 – Hill Lane - ShadowView Commercial Section 3 Civil Construction Plans
Exhibit D-2 – Hill Lane - Street Light, Sign, and Striping Plan
Exhibit E-1 – Las Entradas Parcel Plan and Land Use Summary Tables
Exhibit E-2 – ShadowGlen Parcel Plan and Land Use Summary Tables
Exhibit F – Regulating Plan Parkland and Open Space
Exhibit G – Hill Lane Easement Agreement
Exhibit H – Maintenance and Operation Agreement Form
Exhibit I – Code Modifications
Exhibit J – Reserved
Exhibit K – Alternate Entrada Boulevard Alignment

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY:

CITY OF MANOR, TEXAS,
a home rule municipality

By: _____
Dr. Larry Wallace, Jr., Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

APPROVED AS TO FORM:

Veronica Rivera, Assistant City Attorney

OWNER:

**LAS ENTRADAS DEVELOPMENT
CORPORATION**, a Texas corporation

By: _____
Peter A. Dwyer, President

JOINDER

Cottonwood Holdings, Ltd. hereby joins in the execution of this instrument for the purpose of agreeing to dedicate right-of-way for, and construct, the Hill Lane Extension in accordance with Section 4.6 and Exhibits “D-1” and “D-2” of this Agreement, and for any provisions expressly applicable to Cottonwood Holdings, Ltd.

COTTONWOOD:

COTTONWOOD HOLDINGS LTD., a Texas limited partnership

By: Cottonwood General Partner, L.C., a Texas limited liability company, its General Partner

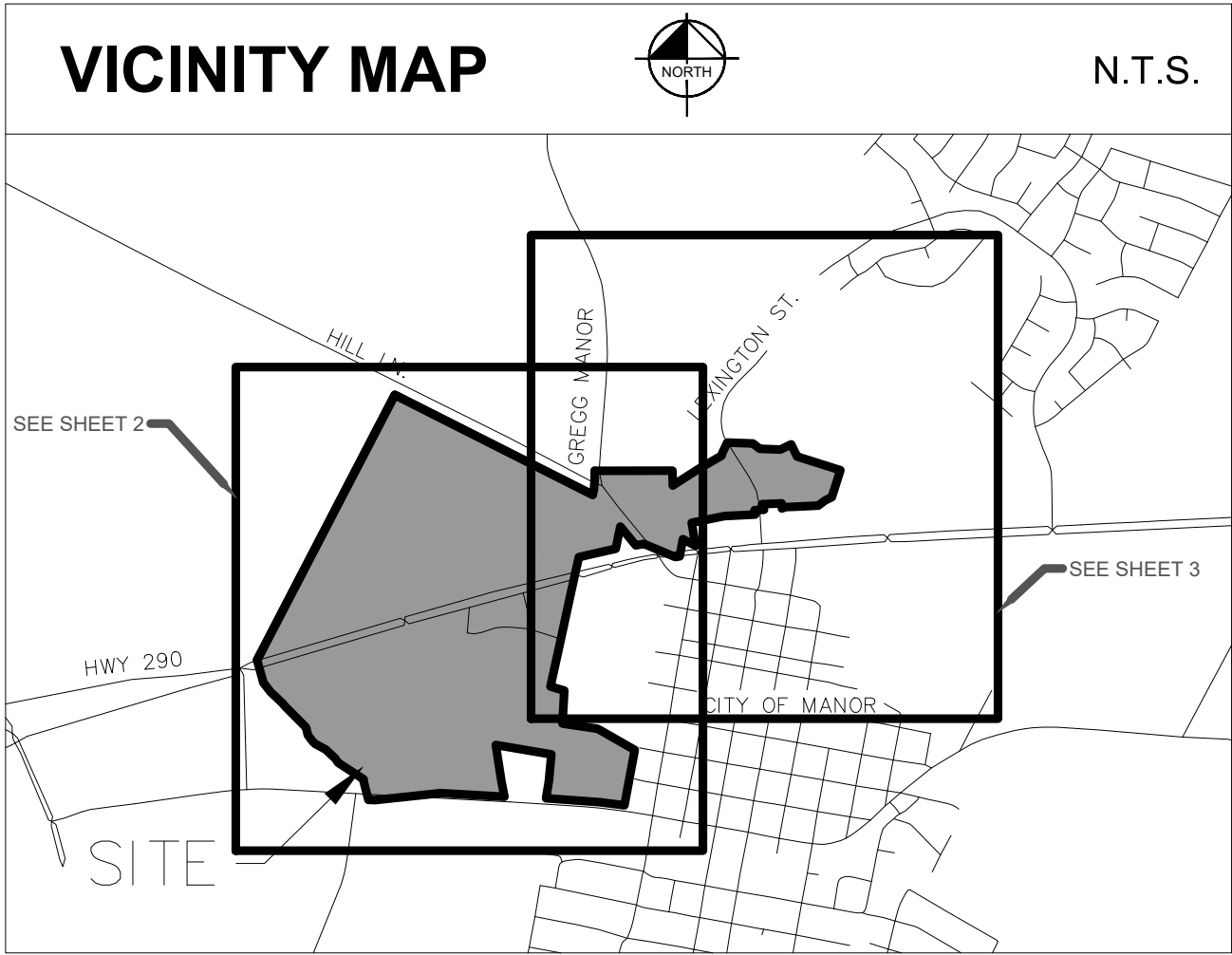
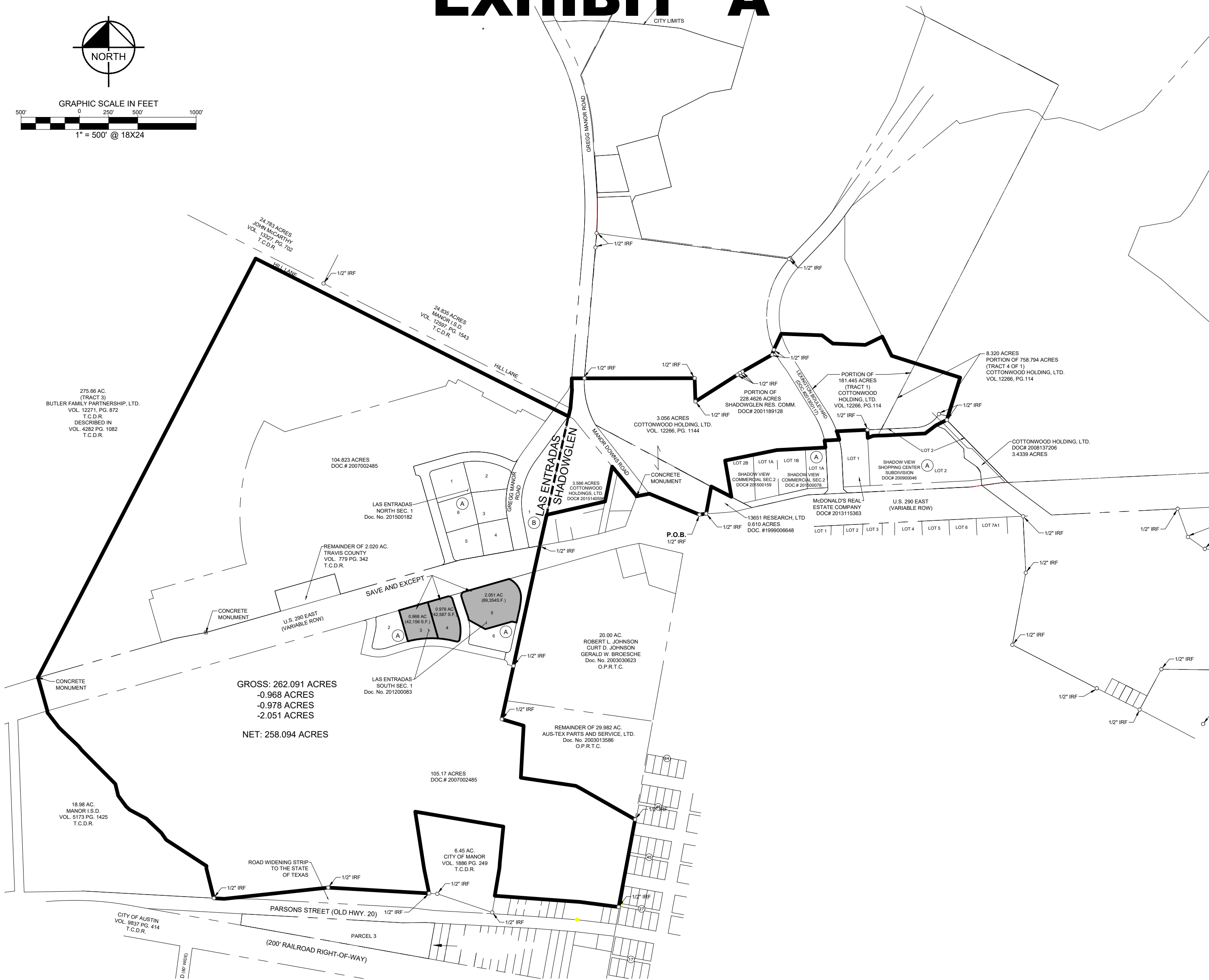
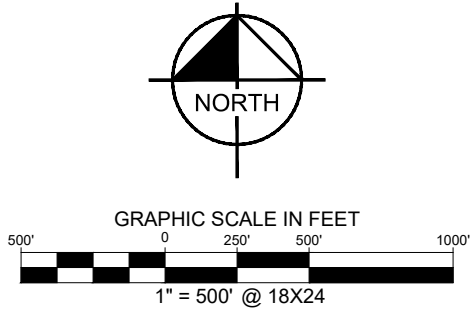
By: _____

Name: _____

Title: _____

EXHIBIT A
Description of LE Property, SG Property, and Property

EXHIBIT "A"



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

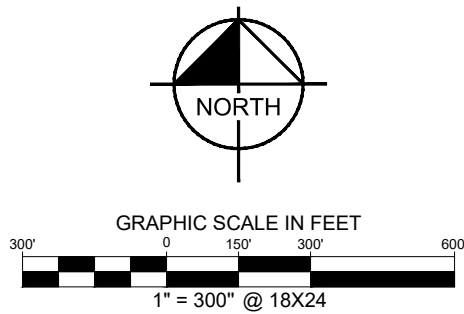
LEGEND		
1/2" IRF	1/2" IRON ROD FOUND	
P.O.B.	POINT OF BEGINNING	

No.	DATE	REVISION DESCRIPTION
2	6/15/18	PER CLIENT COMMENTS
1	4/18/18	REVISED LINE BEARING/DISTANCE *

Kimley»Horn				
601 NW Loop 410, Suite 350 San Antonio, Texas 78216		FIRM # 10193973		Tel. No. (210) 541-9166 www.kimley-horn.com
Scale 1" = ###'	Drawn by MAV/APS	Checked by JGM	Date 01/07/2021	Project No. 069241705
				Sheet No. 1 OF 4

NOTES:

- This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
- Bearing system based on the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983.



275.66 AC.
(TRACT 3)
BUTLER FAMILY PARTNERSHIP, LTD.
VOL. 12271, PG. 872
T.C.D.R.
DESCRIBED IN
VOL. 4282 PG. 1082
T.C.D.R.

24.783 ACRES
JOHN MCCARTHY
VOL. 13327, PG. 702
T.C.D.R.

24.835 ACRES
MANOR I.S.D.
VOL. 12597, PG. 1543
T.C.D.R.

104.823 ACRES
DOC.# 2007002485

LAS ENTRADAS
NORTH SEC. 1
Doc. No. 201500182

REMAINDER OF 2.020 AC.
TRAVIS COUNTY
VOL. 779 PG. 342
T.C.D.R.

SAVE AND EXCEPT

0.968 AC
(42,156 S.F.)

0.978 AC
(42,587 S.F.)

2.051 AC
(89,354 S.F.)

LAS ENTRADAS
SOUTH SEC. 1
Doc. No. 201200083

20.00 AC.
ROBERT L. JOHNSON
CURT D. JOHNSON
GERALD W. BROESCHE
Doc. No. 2003030623
O.P.R.T.C.

REMAINDER OF 29.982 AC.
AUS-TEX PARTS AND SERVICE, LTD.
Doc. No. 2003013586
O.P.R.T.C.

105.17 ACRES
DOC.# 2007002485

18.98 AC.
MANOR I.S.D.
VOL. 5173 PG. 1425
T.C.D.R.

ROAD WIDENING STRIP
TO THE STATE
OF TEXAS

6.45 AC.
CITY OF MANOR
VOL. 1886 PG. 249
T.C.D.R.

CITY OF AUSTIN
VOL. 9837 PG. 414
T.C.D.R.

PARSONS STREET (OLD HWY. 20)

(200' RAILROAD RIGHT-OF-WAY)

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

LEGEND

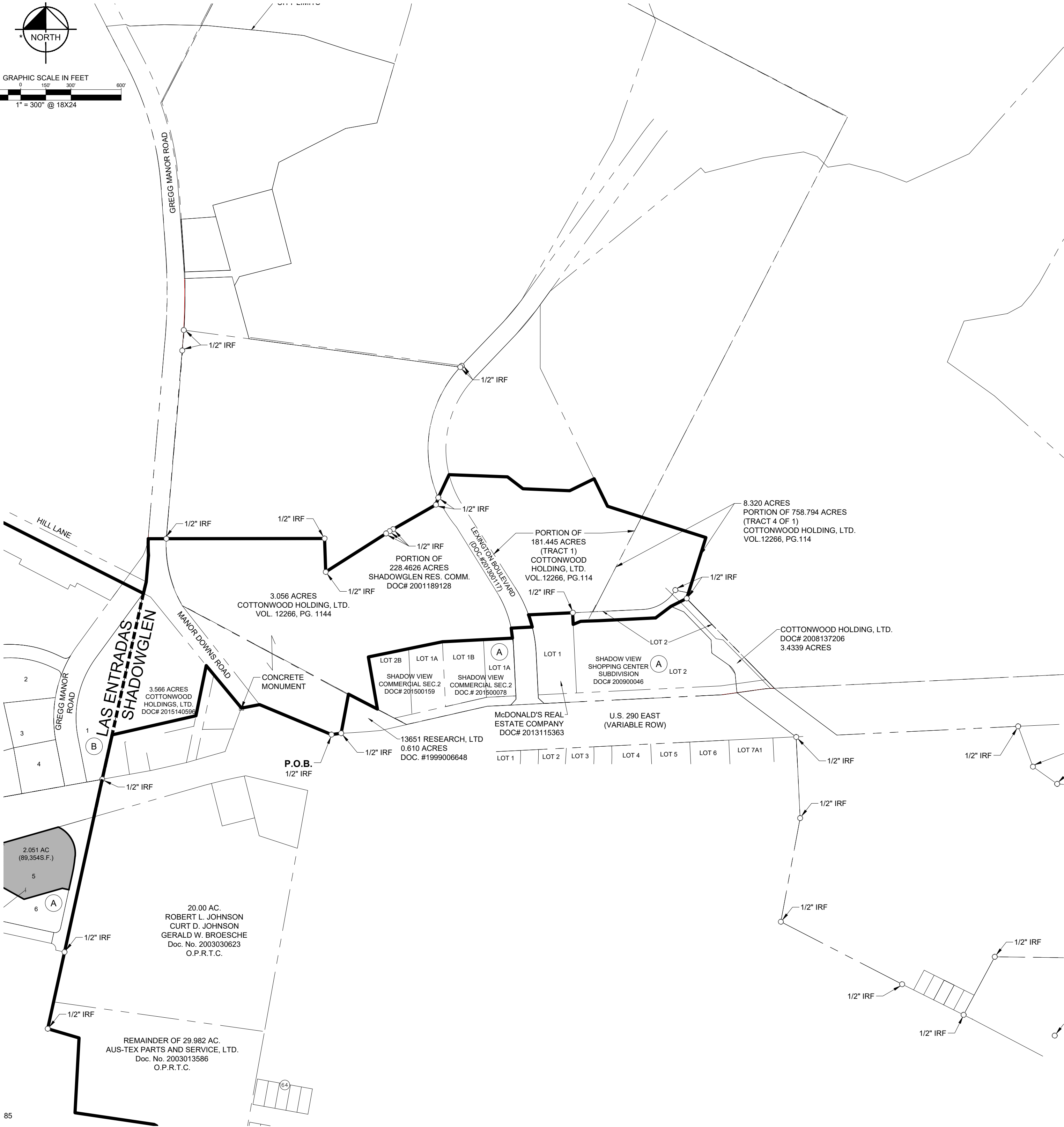
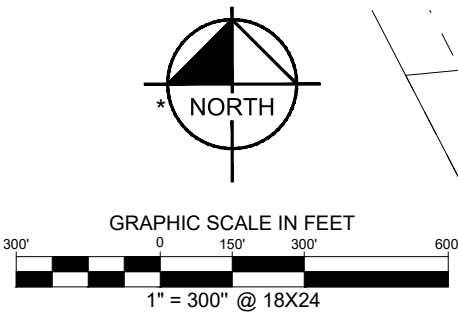
1/2" IRF 1/2" IRON ROD FOUND
P.O.B. POINT OF BEGINNING

NOTES:

1. This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
2. Bearing system based on the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983.

No.	DATE	REVISION DESCRIPTION
2	6/15/18	PER CLIENT COMMENTS
1	4/18/18	REVISED LINE BEARING/DISTANCE *

Kimley»Horn		601 NW Loop 410, Suite 350 San Antonio, Texas 78216		FIRM # 10193973		Tel. No. (210) 541-9166 www.kimley-horn.com	
Scale 1" = ###'	Drawn by MAV/APS	Checked by JGM	Date 01/07/2021	Project No. 069241705	Sheet No. 2 OF 4		



85

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

LEGEND		
1/2" IRF	1/2" IRON ROD FOUND	
P.O.B.	POINT OF BEGINNING	

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2	6/15/18	PER CLIENT COMMENTS
1	4/18/18	REVISED LINE BEARING/DISTANCE *
No.	DATE	REVISION DESCRIPTION

Kimley»Horn					
601 NW Loop 410, Suite 350 San Antonio, Texas 78216			Tel. No. (210) 541-9166 www.kimley-horn.com		
FIRM # 10193973					
Scale 1" = ###'	Drawn by MAV/APS	Checked by JGM	Date 01/07/2021	Project No. 069241705	Sheet No. 3 OF 4

A METES AND BOUNDS
DESCRIPTION OF
262.091 ACRES OF LAND

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

BEGINNING, at a found ½ inch iron rod located in the northerly line of U.S. 290 East (Variable R.O.W), from which a found ½ inch iron rod bears N 81° 46' 36" E, 43.50 feet for the most southeasterly corner of that certain 3.056 acre tract conveyed to Cottonwood Holding, LTD., as recorded in Volume 12266, Page 1144 of the Official Record of Travis County, Texas;

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

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

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

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

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

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

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

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

South 10° 39' 14" West, 572.76 feet, to a point;
North 82° 37' 38" West, 250.37 feet, to a point;
North 85° 52' 15" West, 549.56 feet, to a point;
North 09° 37' 11" East, 183.55 feet, to a point;
North 03° 33' 06" East, 33.48 feet, to a point;
North 05° 30' 59" East, 168.03 feet, to a point;
North 05° 31' 51" East, 64.05 feet, to a point;
North 80° 24' 18" West, 573.95 feet, to a point;
South 08° 48' 04" East, 231.54 feet, to a point;
South 08° 48' 17" East, 141.01 feet, to a point;
South 11° 34' 05" East, 160.41 feet, to a point;
North 86° 45' 04" West, 649.61 feet, to a point;
South 83° 51' 53" West, 672.58 feet, to a point;
North 86° 43' 23" West, 66.80 feet, to a point;
North 14° 02' 26" West, 197.68 feet, to a point;
North 04° 09' 56" East, 15.80 feet, to a point;
North 57° 00' 04" West, 309.03 feet, to a point;
North 34° 35' 04" West, 53.35 feet, to a point;
North 46° 33' 04" West, 133.26 feet, to a point;
North 61° 56' 04" West, 120.87 feet, to a point;
North 47° 28' 04" West, 32.98 feet, to a point;
North 36° 26' 04" West, 85.00 feet, to a point;
North 13° 24' 04" West, 77.96 feet, to a point;
North 44° 52' 04" West, 306.10 feet, to a point;
North 38° 43' 04" West, 32.56 feet, to a point;
North 46° 16' 04" West, 108.84 feet, to a point;
North 46° 27' 04" West, 64.79 feet, to a point;
North 37° 49' 04" West, 121.78 feet, to a point;
North 03° 19' 04" West, 11.56 feet, to a point;

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

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

THENCE, South 63° 12' 24" East, along the southwesterly line of Hill Lane, 2252.36 feet, to a point located in the westerly line of Gregg Manor Road;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LEGEND

1/2" IRF 1/2" IRON ROD FOUND
P.O.B. POINT OF BEGINNING

			<div>ENTRADA - GLEN PUBLIC IMPROVEMENT DISTRICT (PID) 262.091 ACRES SITUATED IN THE WILLIAM STANDERFORD SURVEY NO. 69 , ABSTRACT NO. 742 AND JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546 CITY OF MANOR, TRAVIS COUNTY, TEXAS</div> <div><div><div><div><div><div></div><div>Kimley»Horn</div></div></div><div><div><div></div><div>601 NW Loop 410, Suite 350 San Antonio, Texas 78216</div></div><div><div></div><div>FIRM # 10193973</div></div><div><div></div><div>Tel. No. (210) 541-9166 www.kimley-horn.com</div></div></div></div></div></div>					
2	6/15/18	PER CLIENT COMMENTS						
1	4/18/18	REVISED LINE BEARING/DISTANCE *						
No.	DATE	REVISION DESCRIPTION	Scale 1" = ###'	Drawn by MAV/APS	Checked by JGM	Date 01/07/2021	Project No. 069241705	Sheet No. 4 OF 4

NOTES:

1. This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

2. Bearing system based on the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983.

EXHIBIT B-1
Improvement Area #1 and Major Improvements

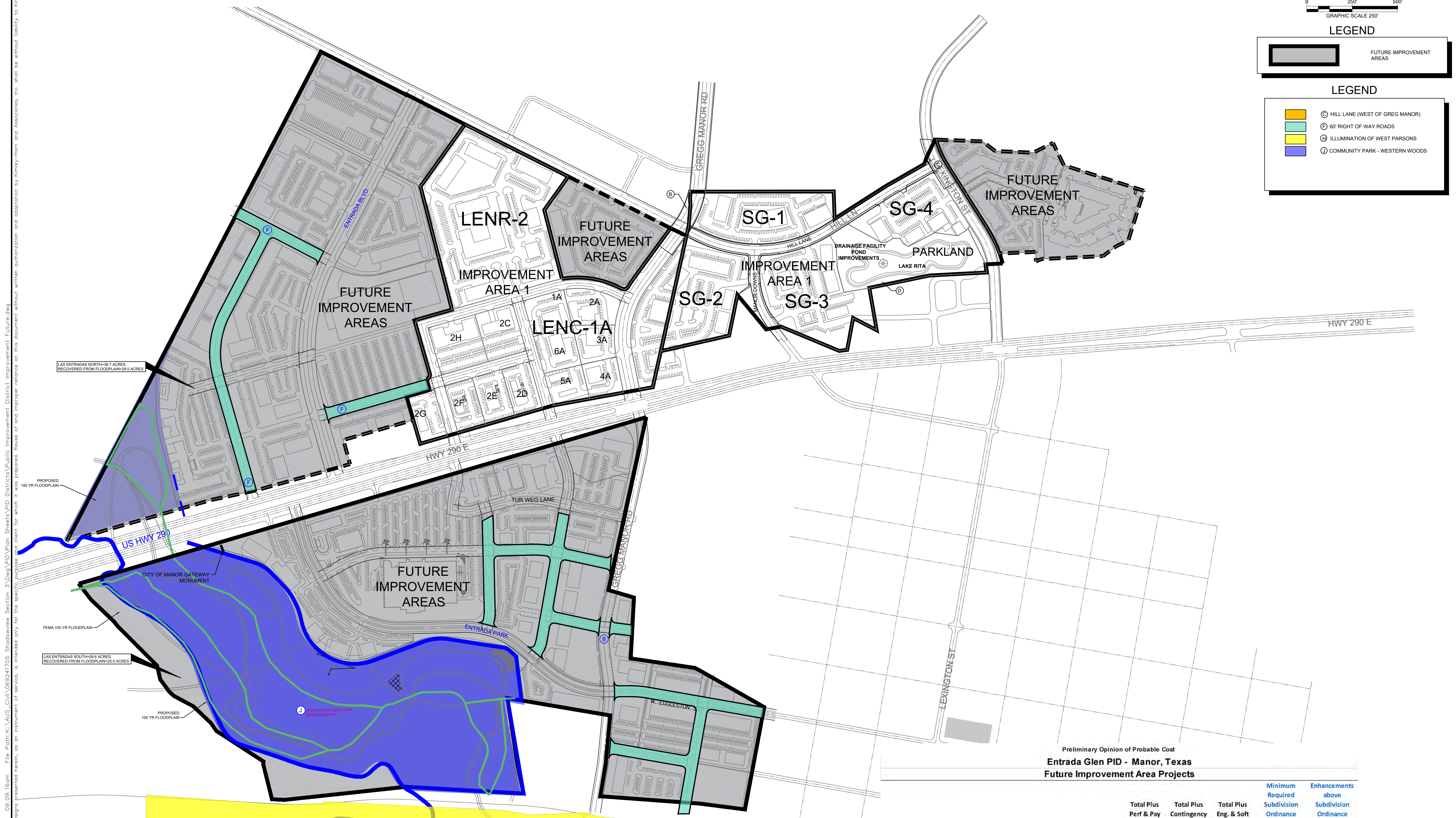


Preliminary Opinion of Probable Cost							
Entrada Glen PID - Manor, Texas							
Improvement Area 1/Major Improvements Summary							
Item No.	Description	Total	Total Plus Perf & Pay Bond (1.5%)	Total Plus Contingency (10%)	Total Plus Eng. & Soft Costs(15%)	Minimum Required Subdivision Ordinance Improvements	Enhancements above Subdivision Ordinance Improvements
Shadowglen							
1	ROADWAY & MISCELLANEOUS	\$ 5,702,350	\$ 5,787,885	\$ 6,252,461	\$ 7,190,330	\$ 1,531,040	\$ 5,495,584
2	UTILITIES	\$ 158,450	\$ 160,827	\$ 176,909	\$ 877,802	\$ 498,675	\$ 171,123
Las Entradas							
1	ROADWAY & MISCELLANEOUS	\$ 13,205,100	\$ 13,403,177	\$ 14,743,494	\$ 16,955,018	\$ 8,689,927	\$ 8,265,092
2	UTILITIES	\$ 3,220,960	\$ 3,269,274	\$ 3,596,202	\$ 4,135,632	\$ 3,799,231	\$ 336,401
Summary Total					\$ 29,158,783	\$ 14,518,873	\$ 14,268,199
*Total for PID Costs include 5 years of inflation on 50% of the costs							

Preliminary Opinion of Probable Cost											
Entrada Glen PID - Shadowglen - Manor, Texas											
Improvement Area 1 Projects											
									Minimum Required Subdivision Ordinance Improvements	Enhancements above Subdivision Ordinance Improvements	
Item No.	Description	Road Length	Unit	Unit Price	Total	Total Plus Perf & Pay Bond (1.5%)	Total Plus Contingency (10%)	Total Plus Eng. & Soft Costs (15%)			Description of Enhancements
A. Hill Lane and Manor Downs Street Collector (64' right-of-way 45' pavement)											
1	Demolition	1,500	LF	\$ 85	\$ 127,500	\$ 129,413	\$ 142,354	\$ 163,707			Enhancements includes planting of additional street trees, shrubs, mulching, and irrigation. In addition, includes additional plantings due to increased right-of-way width of 50' (min. subdivision) vs. 74' (enhanced). Enhancements includes 30% cost increase over base lighting fixtures to account for decorative lighting. See Power Point rendering for example. No Enhancements
2	Grading, Paving, Sidewalk, Curb, & Gutter	5,480	LF	\$ 340	\$ 1,863,200	\$ 1,891,148	\$ 2,080,263	\$ 2,392,302	\$ 551,287	\$ 1,841,015	
3	Landscaping Allowance			\$ 180	\$ 986,400	\$ 1,001,196	\$ 1,101,316	\$ 1,266,513	\$ 273,278	\$ 993,234	
4	Roadway Illumination Allowance			\$ 55	\$ 301,400	\$ 305,921	\$ 336,513	\$ 386,990	\$ 86,508	\$ 300,482	
5	Erosion and Sedimentation			\$ 45	\$ 246,600	\$ 250,299	\$ 275,329	\$ 316,628	\$ 316,628	\$ -	
	Subtotal				\$ 3,525,100	\$ 3,577,977	\$ 3,935,774	\$ 4,526,140	\$ 1,227,702	\$ 3,134,732	
B. Gregg Manor Road and Hill Lane Turn Lane Intersection Improvements											
1	SB Through Lane	1	EA	\$ 140,000	\$ 140,000						Enhancements include improvements exceeding the developer Pro-Rata Share in the Shadowglen TIA approved in June 2016 and the Las Entradas TIA approved June 2010. These enhancements include a Southbound Through Lane, a Southbound Acceleration Lane, and Intersection Signal Improvements. The Enhancement percentage is 85%.
2	SB Acceleration Lane	1	EA	\$ 105,000	\$ 105,000						
3	Intersection Signal Improvements	1	EA	\$ 300,000	\$ 300,000						
	Subtotal				\$ 545,000	\$ 553,175	\$ 608,493	\$ 699,766	\$ 104,619	\$ 595,147	
C. Lexington Street and Hill Lane Turn Lane Intersection Improvements											
1	Intersection Signal Improvements	1	EA	\$ 300,000	\$ 300,000	\$ 304,500	\$ 334,950	\$ 385,193	\$ 77,500	\$ 307,693	Enhancements include improvements exceeding the developer Pro-Rata Share in the Shadowglen TIA approved in June 2016. These enhancements include Intersection Signal Improvements and a sidewalk along Lexington (including railing as needed). The Enhancement percentage is 80%. Enhanced Pedestrian Connectivity including railing for steep sloped areas (800 SY of minimum subdivision ordinance and 1500 SY of Enhancements).
2	Sidewalk along Lexington (including Railing as needed)	2,300	SY	\$ 90	\$ 207,000	\$ 210,105	\$ 231,116	\$ 265,783	\$ 92,446	\$ 173,337	
	Subtotal				\$ 507,000	\$ 514,605	\$ 566,066	\$ 650,975	\$ 169,946	\$ 481,029	
D. Community Park - Lake Rita Public Amenity Improvements											
1	Amenity Pond Earthwork	29,000	CY	\$ 9	\$ 246,500	\$ 250,198	\$ 250,198	\$ 287,727	\$ 28,773	\$ 258,954	Enhancements include a Privately Maintained Public Amenity. Lake design and construction includes pond safety shelves, trails, landscaped vistas, fishing
2	Amenity Pond Limestone Block Wall	975	LF	\$ 700	\$ 682,500	\$ 692,738	\$ 692,738	\$ 796,648	\$ -	\$ 796,648	
3	Amenity Pond 24" Clay Liner	7,500	SY	\$ 6	\$ 41,250	\$ 41,869	\$ 41,869	\$ 48,149	\$ -	\$ 48,149	
4	Amenity Pond Landscaping Allowance	1	EA	\$ 155,000	\$ 155,000	\$ 157,325	\$ 157,325	\$ 180,924	\$ -	\$ 180,924	
	Subtotal				\$ 1,125,250	\$ 1,142,129	\$ 1,142,129	\$ 1,313,448	\$ 28,773	\$ 1,284,675	
E. Utilities											
1	Water (All Appurtenances Included)	2,700	LF	\$ 60	\$ 162,000	\$ 164,430	\$ 180,873	\$ 208,004	\$ 208,004	\$ -	Enhanced Drainage System due to the increased impervious cover associated with the Enhanced Pavement width and sidewalks/shared use path, Enhanced Drainage System for the Rehab of Manor Downs Road and Greg Manor Road North
2	Wastewater (All Appurtenances Induded)	1,400	LF	\$ 84	\$ 117,600	\$ 119,364	\$ 131,300	\$ 150,995	\$ 150,995	\$ -	
3	Drainage (All Appurtenances Included)	2,270	LF	\$ 178	\$ 404,060	\$ 410,121	\$ 451,133	\$ 518,803	\$ 347,680.00	\$ 171,123	
	Subtotal				\$ 683,660	\$ 693,915	\$ 763,306	\$ 877,802	\$ 498,675	\$ 171,123	
Roadway Total					\$ 5,702,350	\$ 5,787,885	\$ 6,252,461	\$ 7,190,330	\$ 1,531,040	\$ 5,495,584	
Utilities Total					\$ 683,660	\$ 693,915	\$ 763,306	\$ 877,802	\$ 498,675	\$ 171,123	
Grand Total					\$ 6,386,010	\$ 6,481,800	\$ 7,015,767	\$ 8,068,132	\$ 2,029,715	\$ 5,666,707	

Preliminary Opinion of Probable Cost												
Entrada Glen PID - Las Entradas - Manor, Texas												
Improvement Area 1/Major Improvements												
Item No.	Description	Road Length	Unit	Unit Price	Total	Total Plus Perf & Pay Bond (1.5%)	Total Plus Contingency (10%)	Total Plus Eng. & Soft Costs (15%)	Minimum Required Subdivision Ordinance Improvements	Enhancements above Subdivision Ordinance Improvements	Description of Enhancements	
A. Gregg Manor South Extension (4 Lane Portion)												
1	Grading, Paving, Sidewalk, Curb, & Gutter	615	LF	\$ 340	\$ 209,100	\$ 212,237	\$ 233,460	\$ 268,479	\$ 170,852	\$ 97,627	Enhancements include a larger roadways section compared to minimum subdivision ordinance. ROW Width = 100' (over Min. of 70'), 10' Shared Use Path in lieu of 5' sidewalk. Enhancements include additional street trees, shrubs, mulching, and irrigation. See Power Point rendering for example. Enhancements include 30% cost increase over base lighting fixtures to account for decorative lighting. See Power Point rendering for example. No Enhancements	
2	Landscaping Allowance			\$ 180	\$ 110,700	\$ 112,361	\$ 123,597	\$ 142,136	\$ 99,495	\$ 42,641		
3	Roadway Illumination Allowance			\$ 55	\$ 33,825	\$ 34,332	\$ 37,766	\$ 43,430	\$ 30,401	\$ 13,029		
4	Erosion and Sedimentation			\$ 45	\$ 27,675	\$ 28,090	\$ 30,899	\$ 35,534	\$ -	\$ 35,534		
	Subtotal				\$ 381,300	\$ 387,020	\$ 425,721	\$ 489,580	\$ 300,749	\$ 188,831		
B. Gregg Manor Extension South (2 Lane Portion)												
1	Grading, Paving, Sidewalk, Curb, & Gutter	1,610	LF	\$ 500	\$ 805,000	\$ 817,075	\$ 898,783	\$ 1,033,600	\$ 759,189	\$ 274,411	Enhancements include a larger roadways section compared to minimum subdivision ordinance. ROW Width = 90' (over Min. of 70'), 10' Shared Use Path Enhancements include additional street trees, shrubs, mulching, and irrigation. See Power Point rendering for example. Enhancement includes 30% cost increase over base lighting fixtures to account for decorative lighting. See Power Point rendering for example. No Enhancements	
2	Landscaping Allowance			\$ 180	\$ 289,800	\$ 294,147	\$ 323,562	\$ 372,096	\$ 289,408	\$ 82,688		
3	Roadway Illumination Allowance			\$ 55	\$ 88,550	\$ 89,878	\$ 98,866	\$ 113,696	\$ 79,587	\$ 34,109		
4	Erosion and Sedimentation			\$ 45	\$ 72,450	\$ 73,537	\$ 80,890	\$ 93,024	\$ -	\$ 93,024		
	Subtotal				\$ 1,255,800	\$ 1,274,637	\$ 1,402,101	\$ 1,612,416	\$ 1,128,184	\$ 484,232		
C. Hill Lane (West of Gregg Manor)												
Interim Rehab (Strip Base/Asphalt and Replace)												
1	Demo	2200	LF	\$ 85	\$ 187,000	\$ 189,805	\$ 208,786	\$ 240,103	\$ -	\$ 240,103	Roadway Rehabilitation to attract future development west of the project.	
2	Replace Base and Asphalt			\$ 110	\$ 242,000	\$ 245,630	\$ 270,193	\$ 310,722	\$ -	\$ 310,722		
	Interim Subtotal				\$ 429,000	\$ 435,435	\$ 478,979	\$ 550,825	\$ -	\$ 550,825		
Ultimate Cross Section												
1	Grading, Paving, Sidewalk, Curb, & Gutter	2200	LF	\$ 280	\$ 616,000	\$ 625,240	\$ 687,764	\$ 790,929	\$ -	\$ 790,929	100% Enhancement	
2	Landscaping Allowance			\$ 180	\$ 396,000	\$ 401,940	\$ 442,134	\$ 508,454	\$ -	\$ 508,454		
3	Roadway Illumination Allowance			\$ 55	\$ 121,000	\$ 122,815	\$ 135,097	\$ 155,361	\$ -	\$ 155,361		
4	Erosion and Sedimentation			\$ 45	\$ 99,000	\$ 100,485	\$ 110,534	\$ 127,114	\$ -	\$ 127,114		
	Ultimate Subtotal				\$ 1,232,000	\$ 1,250,480	\$ 1,375,528	\$ 1,581,857	\$ -	\$ 1,581,857		
	Hill Lane Subtotal				\$ 1,661,000	\$ 1,685,915	\$ 1,854,507	\$ 2,132,682	\$ -	\$ 2,132,682		
D. Entrada Boulevard												
1	Grading, Paving, Sidewalk, Curb, & Gutter	4,400	LF	\$ 340	\$ 1,496,000	\$ 1,518,440	\$ 1,670,284	\$ 1,920,827	\$ 960,413	\$ 960,413	Enhanced from 2 Lanes to 4 Lanes	
2	Landscaping Allowance			\$ 180	\$ 792,000	\$ 803,880	\$ 884,268	\$ 1,016,908	\$ 610,145	\$ 406,763		
3	Roadway Illumination Allowance			\$ 55	\$ 242,000	\$ 245,630	\$ 270,193	\$ 310,722	\$ 217,505	\$ 93,217		
4	Erosion and Sedimentation			\$ 45	\$ 198,000	\$ 200,970	\$ 221,067	\$ 254,227	\$ 254,227	\$ -		
	Subtotal				\$ 2,728,000	\$ 2,768,920	\$ 3,045,812	\$ 3,502,684	\$ 2,042,291	\$ 1,460,393		
F. 60' Right-of-Way Roads (incl. rebuild of Tur Weg Lane)												
1	Grading, Paving, Sidewalk, Curb, & Gutter	5,000	LF	\$ 280	\$ 1,400,000	\$ 1,421,000	\$ 1,563,100	\$ 1,797,565	\$ 1,276,271	\$ 521,294	Enhancements include rehab of 1450 If Tur Weg Lane to upgrade the road from Private to Public Standards.	
G. US 290 Intersection - Entrada Boulevard												
1	Grading, Paving, Sidewalk, Curb, & Gutter	1	LS	\$ 50,000	\$ 50,000	\$ 50,750	\$ 55,825	\$ 64,199	\$ 64,198.75	\$ -	No Enhancements	
H. Illumination of West Parsons												
1	Illumination of West Parsons	0	LF	\$ 55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100% Enhancement. See Power Point rendering for example.	
I. Las Entradas CLOMR Dirt Work												
1	Cut, Placed Fill and Imported Fill	405,000	CY	\$ 11	\$ 4,455,000	\$ 4,521,825	\$ 4,974,008	\$ 5,720,109	\$ 3,878,234	\$ 1,841,875	Enhancement includes increasing commercial area from 118.2 acres to 174.3 acres by reclaiming floodplain in order to generate tax base while creating a sense of place for the community and creating the highest and best use. The percent enhancement is 32.2% (1 - (118.2 acres/174.3 acres)). (The total quantity of material has been reduced to account for the material previously placed to date which was estimated using google earth images and elevations). Enhancement included increasing commercial area by reclaiming floodplain in order to generate tax base while creating a sense of place for the community and creating the highest and best use. Potential connection to Travis County Trail network, pond safety shelves, and ADA compliance as applicable.	
2	13' Decorative Stone Retaining Wall along Floodplain	2,150	LF	\$ 360	\$ 774,000	\$ 785,610	\$ 864,171	\$ 993,797	\$ -	\$ 993,797		
	Subtotal				\$ 5,229,000	\$ 5,307,435	\$ 5,838,179	\$ 6,713,905	\$ 3,878,234	\$ 2,835,672		
J. Community Park - Western Woods Public Park												
1	Western Woods Public Lake	0	CY	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2	Revegetation	0	SY	\$ 2.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Subtotal				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
K. Internal Streetscape												
1	60' Right-of-Way	5,000	LF	\$ 100	\$ 500,000	\$ 507,500	\$ 558,250	\$ 641,988	\$ -	\$ 641,988	Enhancements include banners, additional tree plantings, access nodes to trails, and benches. This also includes context sensitive landscaping, hardscaping integration with shared use paths, nature trails, and roadway. See Power Point rendering for example.	
Civic Improvements												
1	Historic Plaque for James Manor House	0	LS	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Enhancements include installing a Historic Plaque monumenting for James Manor, Open space, registration as a State monument.	
2	Manor Entry Monument Signage Allowance	0	LS	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Enhancements include a budget for City of Manor Public Entry monument signage within the Las Entradas property. See Power Point rendering for example.	
	Subtotal				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
E. Utilities												
1	Water (All Appurtenances Included)	4,500	LF	\$ 98	\$ 441,000	\$ 447,615	\$ 492,377	\$ 566,233	\$ 566,233	\$ -	Enhancement = 20%. Enhancements includes partial funding for providing wastewater to upstream +/-50 acre offsite property. With +/-200 acres within the PID boundary and +/-50 acres of offsite area to be serviced as well, the enhancement values were determined to be 20% based on the ratio of areas (50/250). Enhancement = 17%. Enhanced Drainage System due to the increased impervious cover associated with the Enhanced Pavement width and sidewalks/shared use path, Enhanced Drainage System for a Entrada Blvd and Gregg Manor Road.	
2	Wastewater (All Appurtenances Included)	1,200	LF	\$ 77	\$ 92,400	\$ 93,786	\$ 103,165	\$ 118,639	\$ 94,911	\$ 23,728		
3	Master Wastewater (All Appurtenances Included)	4,480	LF	\$ 147	\$ 658,560	\$ 668,438	\$ 735,282	\$ 845,575	\$ 676,460	\$ 169,115		
4	Lift Station Improvements	1	LF	\$ 300,000	\$ 300,000	\$ 304,500	\$ 334,950	\$ 385,193	\$ 308,154	\$ 77,038		
5	Drainage Greg Manor South	1,150	LF	\$ 265	\$ 304,750	\$ 309,321	\$ 340,253	\$ 391,291	\$ 324,772	\$ 66,520		
5	Drainage (All Appurtenances Included)	5,275	LF	\$ 270	\$ 1,424,250	\$ 1,445,614	\$ 1,590,175	\$ 1,828,701	\$ 1,828,701	\$ -		
	Subtotal				\$ 3,220,960	\$ 3,269,274	\$ 3,596,202	\$ 4,135,632	\$ 3,799,231	\$ 336,401		
Roadway & Miscellaneous Total					\$ 13,205,100	\$ 13,403,177	\$ 14,743,494	\$ 16,955,018	\$ 8,689,927	\$ 8,265,092		
Utilities Total					\$ 3,220,960	\$ 3,269,274	\$ 3,596,202	\$ 4,135,632	\$ 3,799,231	\$ 336,401		
Grand Total					\$ 16,426,060	\$ 16,672,451	\$ 18,339,696	\$ 21,090,650	\$ 12,489,158	\$ 8,601,492		

EXHIBIT B-2
Future Improvement Areas



Preliminary Opinion of Probable Cost							
Entrada Glen PID - Manor, Texas							
Future Improvement Area Projects							
Item No.	Description	Total	Total Plus Perf & Pay Bond (1.5%)	Total Plus Contingency (10%)	Total Plus Eng. & Soft Costs(15%)	Minimum Required Subdivision Ordinance Improvements	Enhancements above Subdivision Ordinance Improvements
Las Entradas							
1	ROADWAY & MISCELLANEOUS	\$ 3,771,000	\$ 3,827,565	\$ 4,210,322	\$ 4,841,870	\$ 2,850,425	\$ 3,846,789
2	UTILITIES	\$ 3,629,600	\$ 3,684,044	\$ 4,052,448	\$ 4,660,316	\$ 4,531,790	\$ -
Summary Total					\$ 9,502,185	\$ 7,382,214	\$ 3,846,789

*Total for PID Costs include 5 years of inflation on 50% of the costs

Preliminary Opinion of Probable Cost												
Entrada Glen PID - Las Entradas - Manor, Texas												
Future Improvement Area Projects												
Item No.	Description	Road Length	Unit	Unit Price	Total	Total Plus Perf & Pay Bond (1.5%)	Total Plus Contingency (10%)	Total Plus Eng. & Soft Costs (15%)	Minimum Required Subdivision Ordinance Improvements	Enhancements above Subdivision Ordinance Improvements	Description of Enhancements	
A. Gregg Manor South Extension (4 Lane Portion)												
1	Grading, Paving, Sidewalk, Curb, & Gutter	0	LF	\$ 340	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	Enhancements include a larger roadways section compared to minimum subdivision ordinance. ROW Width = 100' (over Min. of 70'), 10' Shared Use Path in lieu of 5' sidewalk. Enhancements include additional street trees, shrubs, mulching, and irrigation. See Power Point rendering for example. Enhancements include 30% cost increase over base lighting fixtures to account for decorative lighting. See Power Point rendering for example. No Enhancements
2	Landscaping Allowance			\$ 180	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
3	Roadway Illumination Allowance			\$ 55	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
4	Erosion and Sedimentation			\$ 45	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
	Subtotal				\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
B. Gregg Manor Extension South (2 Lane Portion)												
1	Grading, Paving, Sidewalk, Curb, & Gutter	0	LF	\$ 500	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	Enhancements include a larger roadways section compared to minimum subdivision ordinance. ROW Width = 90' (over Min. of 70'), 10' Shared Use Path Enhancements include additional street trees, shrubs, mulching, and irrigation. See Power Point rendering for example. Enhancement includes 30% cost increase over base lighting fixtures to account for decorative lighting. See Power Point rendering for example. No Enhancements
2	Landscaping Allowance			\$ 180	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
3	Roadway Illumination Allowance			\$ 55	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
4	Erosion and Sedimentation			\$ 45	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
	Subtotal				\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
C. Hill Lane (West of Gregg Manor)												
Interim Rehab (Strip Base/Asphalt and Replace)												
1	Demo	0	LF	\$ 85	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	Roadway Rehabilitation to attract future development west of the project.
2	Replace Base and Asphalt			\$ 110	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
	Interim Subtotal				\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
Ultimate Cross Section												
1	Grading, Paving, Sidewalk, Curb, & Gutter	0	LF	\$ 280	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	100% Enhancement
2	Landscaping Allowance			\$ 180	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
3	Roadway Illumination Allowance			\$ 55	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
4	Erosion and Sedimentation			\$ 45	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
	Ultimate Subtotal				\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
	Hill Lane Subtotal				\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
D. Entrada Boulevard												
1	Grading, Paving, Sidewalk, Curb, & Gutter	0	LF	\$ 340	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	Enhanced from 2 Lanes to 4 Lanes
2	Landscaping Allowance			\$ 180	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
3	Roadway Illumination Allowance			\$ 55	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
4	Erosion and Sedimentation			\$ 45	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
	Subtotal				\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
F. 60' Right-of-Way Roads (incl. rebuild of Tur Weg Lane)												
1	Grading, Paving, Sidewalk, Curb, & Gutter	9,200	LF	\$ 280	\$ 2,576,000	\$ 2,614,640	\$ 2,876,104	\$ 3,307,520	\$ 2,786,226	\$ 521,294	Enhancements include rehab of 1450 If Tur Weg Lane to upgrade the road from Private to Public Standards.	
G. US 290 Intersection - Entrada Boulevard												
1	Grading, Paving, Sidewalk, Curb, & Gutter	1	LS	\$ 50,000	\$ 50,000	\$ 50,750	\$ 55,825	\$ 64,199	\$ 64,198.75	\$ -	No Enhancements	
H. Illumination of West Parsons												
1	Illumination of West Parsons	0	LF	\$ 55	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	100% Enhancement. See Power Point rendering for example.
I. Las Entradas CLOMR Dirt Work												
1	Cut, Placed Fill and Imported Fill	0	CY	\$ 11	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	Enhancement includes increasing commercial area from 118.2 acres to 174.3 acres by reclaiming floodplain in order to generate tax base while creating a sense of place for the community and creating the highest and best use. The percent enhancement is 32.2% (1 - (118.2 acres/174.3 acres)). (The total quantity of material has been reduced to account for the material previously placed to date which was estimated using google earth images and elevations).
2	13' Decorative Stone Retaining Wall along Floodplain	0	LF	\$ 360	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
	Subtotal				\$ -	\$ -	\$ -	\$ -	-	\$ -	-	
J. Community Park - Western Woods Public Park												
1	Access nodes to trails, benches, hardscaping, creek crossings and nature trails	5,000	LF	\$ 100	\$ 500,000	\$ 507,500	\$ 558,250	\$ 641,988	\$ -	\$ 641,988	Nature Trail System throughout parkland not including Travis County Share Use Path	
2	Revegetation	15,000	SY	\$ 3	\$ 45,000	\$ 45,675	\$ 50,243	\$ 57,779	\$ -	\$ 57,779		
3	Park Facilities	1	LS	\$ 600,000	\$ 600,000	\$ 609,000	\$ 669,900	\$ 770,385	\$ -	\$ 770,385	Facility List: Open Space Recreation Space, Ampitheater/Multiple Overlooks, Observation Decks, Dog Park and Shared Parking Area	
	Subtotal				\$ 1,145,000	\$ 1,162,175	\$ 1,278,393	\$ 1,470,151	\$ -	\$ 1,470,151		
K. Internal Streetscape												
1	60' Right-of-Way	9,200	LF	\$ 100	\$ 920,000	\$ 933,800	\$ 1,027,180	\$ 1,181,257	\$ -	\$ 1,181,257	Enhancements include banners, additional tree plantings, access nodes to trails, and benches. This also includes context sensitive landscaping, hardscaping integration with shared use paths, nature trails, and roadway. See Power Point rendering for example.	
Civic Improvements												
1	Historic Plaque for James Manor House	1	LS	\$ 25,000	\$ 25,000	\$ 25,375	\$ 27,913	\$ 32,099	\$ -	\$ 32,099	Enhancements include installing a Historic Plaque monumenting for James Manor, Open space, registration as a State monument.	
2	Manor Entry Monument Signage Allowance	1	LS	\$ 500,000	\$ 500,000	\$ 507,500	\$ 558,250	\$ 641,988	\$ -	\$ 641,988	Enhancements include a budget for City of Manor Public Entry monument signage within the Las Entradas property. See Power Point rendering for example.	
	Subtotal				\$ 525,000	\$ 532,875	\$ 586,163	\$ 674,087	\$ -	\$ 674,087		
E. Utilities												
1	Water (All Appurtenances Included)	9,200	LF	\$ 98	\$ 901,600	\$ 915,124	\$ 1,006,636	\$ 1,157,632	\$ 1,157,632	\$ -	Enhancement = 20%. Enhancements includes partial funding for providing wastewater to upstream +/-50 acre offsite property. With +/-200 acres within the PID boundary and +/-50 acres of offsite area to be serviced as well, the enhancement values were determined to be 20% based on the ratio of areas (50/250). Enhancement = 17%. Enhanced Drainage System due to the increased impervious cover associated with the Enhanced Pavement width and sidewalks/shared use path, Enhanced Drainage System for a Entrada Blvd and Greg Manor Road.	
2	Wastewater (All Appurtenances Included)	6,500	LF	\$ 77	\$ 500,500	\$ 508,008	\$ 558,808	\$ 642,629	\$ 514,104	\$ -		
3	Master Wastewater (All Appurtenances Included)	0	LF	\$ 147	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4	Lift Station Improvements	0	LF	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5	Drainage Greg Manor South	0	LF	\$ 265	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5	Drainage (All Appurtenances Included)	8,250	LF	\$ 270	\$ 2,227,500	\$ 2,260,913	\$ 2,487,004	\$ 2,860,054	\$ 2,860,054	\$ -		
	Subtotal				\$ 3,629,600	\$ 3,684,044	\$ 4,052,448	\$ 4,660,316	\$ 4,531,790	\$ -		
Roadway & Miscellaneous Total					\$ 3,771,000	\$ 3,827,565	\$ 4,210,322	\$ 4,841,870	\$ 2,850,425	\$ 3,846,789		
Utilities Total					\$ 3,629,600	\$ 3,684,044	\$ 4,052,448	\$ 4,660,316	\$ 4,531,790	\$ -		
Grand Total					\$ 7,400,600	\$ 7,511,609	\$ 8,262,770	\$ 9,502,185	\$ 7,382,214	\$ 3,846,789		

EXHIBIT C
Gregg Manor Road South Segment

CONSTRUCTION PLANS
FOR
LAS ENTRADAS - GREGG MANOR
ROAD
CITY OF MANOR, TRAVIS COUNTY, TEXAS

ENGINEER / SURVEYOR

Kimley»Horn

10814 JOLLYVILLE ROAD AVALLON IV, SUITE 300 AUSTIN, TEXAS 78759
STATE OF TEXAS REGISTRATION NO. F-928
PH. (512) 418-1771
CONTACT: ROBERT J. SMITH, P.E.

OWNER/DEVELOPER

LAS ENTRADAS DEVELOPMENT CORPORATION
9900 HIGHWAY 290 EAST
MANOR, TEXAS 78653
TEL: 512.327.7415
CONTACT: DANNY BURNETT

OWNER

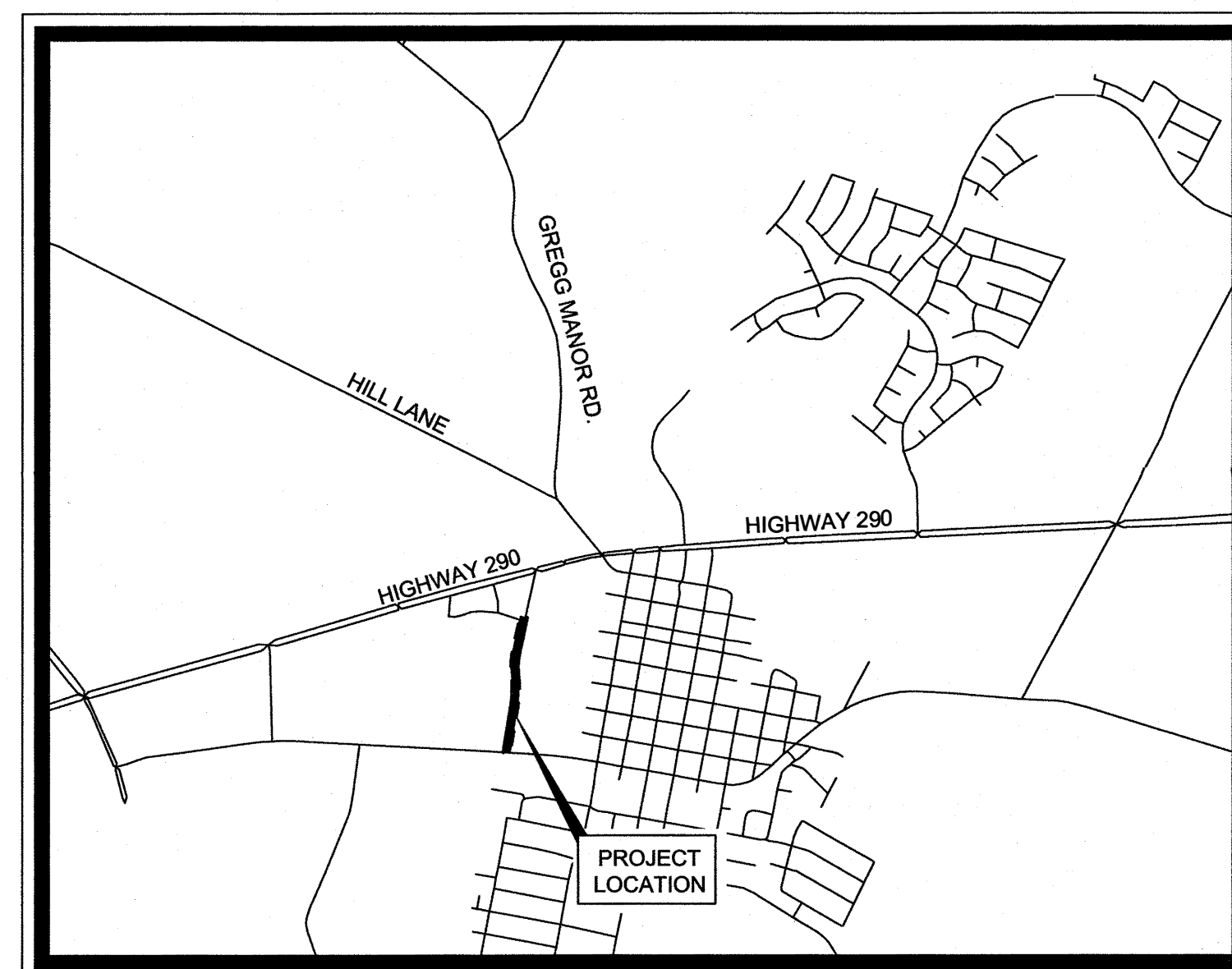
DEMPSEY BUCHANAN LIMITED PARTNERSHIP
PO BOX 17547
AUSTIN, TX 78760-7547

OWNER

LIONS CLUB OF MANOR INC
8819 LONE TREE DR
MANOR, TX 78653



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VICINITY MAP

SCALE: 1" = 2,000'

JUNE 2017

LEGAL DESCRIPTION

31.424 TOTAL ACRES OUT OF THE REMAINDER OF 305.66 ACRES OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, CONVEYED TO LAS ENTRADAS DEVELOPMENT CORPORATION, DOC. #2006119671

122.2926 TOTAL ACRES OUT OF THE REMAINDER OF 305.66 ACRES OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, CONVEYED TO LAS ENTRADAS DEVELOPMENT CORPORATION, DOC. #2007002485

29.982 ACRES OUT OF THE JAMES MANOR SURVEY NO. 40, TRAVIS COUNTY, TEXAS, MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF, SAVE AND EXEMPT 20.00 ACRES OUT OF THE JAMES MANOR SURVEY NO. 40, TRAVIS COUNTY, TEXAS, MORE FULLY DESCRIBED IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF, FOR A TOTAL OF 9.982 ACRES. CONVEYED TO DEMPSEY BUCHANAN LIMITED PARTNERSHIP, DOC. #2009213208

6.018 ACRES OF LAND OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT 546 IN TRAVIS COUNTY, TEXAS COMPRISED OF THE REMAINDER PORTION OF THAT TRACT CONVEYED AS 6.45 ACRES TO THE CITY OF MANOR, TEXAS PER VOLUME 1886, PAGE 249, DEED RECORDS OF TRAVIS COUNTY AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS SURVEYED UNDER THE SUPERVISION OF C. RICHARD RALPH, R.P.L.S. NO. 4758 DURING MAY, 2012. CONVEYED TO LIONS CLUB OF MANOR INC, DOC. #2012084132

EXHIBIT C

SHEET INDEX

Sheet Number	Sheet Title
C-01	COVER SHEET
C-02	FINAL PLAT
C-03	GENERAL NOTES
C-04	EXISTING CONDITIONS & DEMOLITION PLAN
C-05	EROSION CONTROL
C-06	EROSION CONTROL DETAILS
C-07	GREG MANOR ROAD (SHEET 1 OF 2)
C-08	GREG MANOR ROAD (SHEET 2 OF 2)
C-09	EXISTING DRAINAGE AREA MAP
C-10	PROPOSED DRAINAGE AREA MAP
C-11	DRAINAGE CALCULATIONS
C-12	OVERALL STORM PLAN
C-13	STORM SEWER PROFILES (SHEET 1 OF 3)
C-14	STORM SEWER PROFILES (SHEET 2 OF 3)
C-15	STORM SEWER PROFILES (SHEET 3 OF 3)
C-16	WATER PLAN
C-17	WATER PROFILES
C-18	WASTEWATER PLAN
C-19	WASTEWATER PROFILES
C-20	STREET LIGHT, SIGN & STRIPING PLAN
C-21	PAVING DETAILS (SHEET 1 OF 2)
C-22	PAVING DETAILS (SHEET 2 OF 2)
C-23	DRAINAGE DETAILS
C-24	UTILITY DETAILS (SHEET 1 OF 2)
C-25	UTILITY DETAILS (SHEET 2 OF 2)
C-26	TRAFFIC CONTROL DETAILS (SHEET 1 OF 3)
C-27	TRAFFIC CONTROL DETAILS (SHEET 2 OF 3)
C-28	TRAFFIC CONTROL DETAILS (SHEET 3 OF 3)
C-29	SIGN DETAILS (SHEET 1 OF 2)
C-30	SIGN DETAILS (SHEET 2 OF 2)
L-1	OVERALL LANDSCAPE PLAN
L-2	LANDSCAPE PLAN
L-3	LANDSCAPE PLAN
L-4	LANDSCAPE PLAN
L-5	LANDSCAPE DETAILS & PLANTING SCHEDULE

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF MANOR AND TRAVIS COUNTY ESD #12 MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER. REVIEW OF THE SUBMITTED MATERIALS DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR ORDINANCE COMPLIANCE BY THE CITY ENGINEER.

REVIEWED BY: *Ross But* 7/31/17
DIRECTOR OF DEVELOPMENT SERVICES DATE
REVIEWED BY: *Michael Jule* 07/28/2017
DEPARTMENT OF PUBLIC WORKS DATE
REVIEWED BY: *For. P. JG* 8/3/17
CITY ENGINEER DATE
REVIEWED BY: *ESD #12* 08/01/2017
TRAVIS COUNTY ESD #12 DATE

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10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 300, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928



KHA PROJECT 069241704
DATE JUNE 2017
SCALE: AS SHOWN
DESIGNED BY: HHM
DRAWN BY: ORB
CHECKED BY: HHM

COVER SHEET

**LAS ENTRADAS -
GREGG MANOR**

CITY OF MANOR,
TRAVIS COUNTY, TEXAS

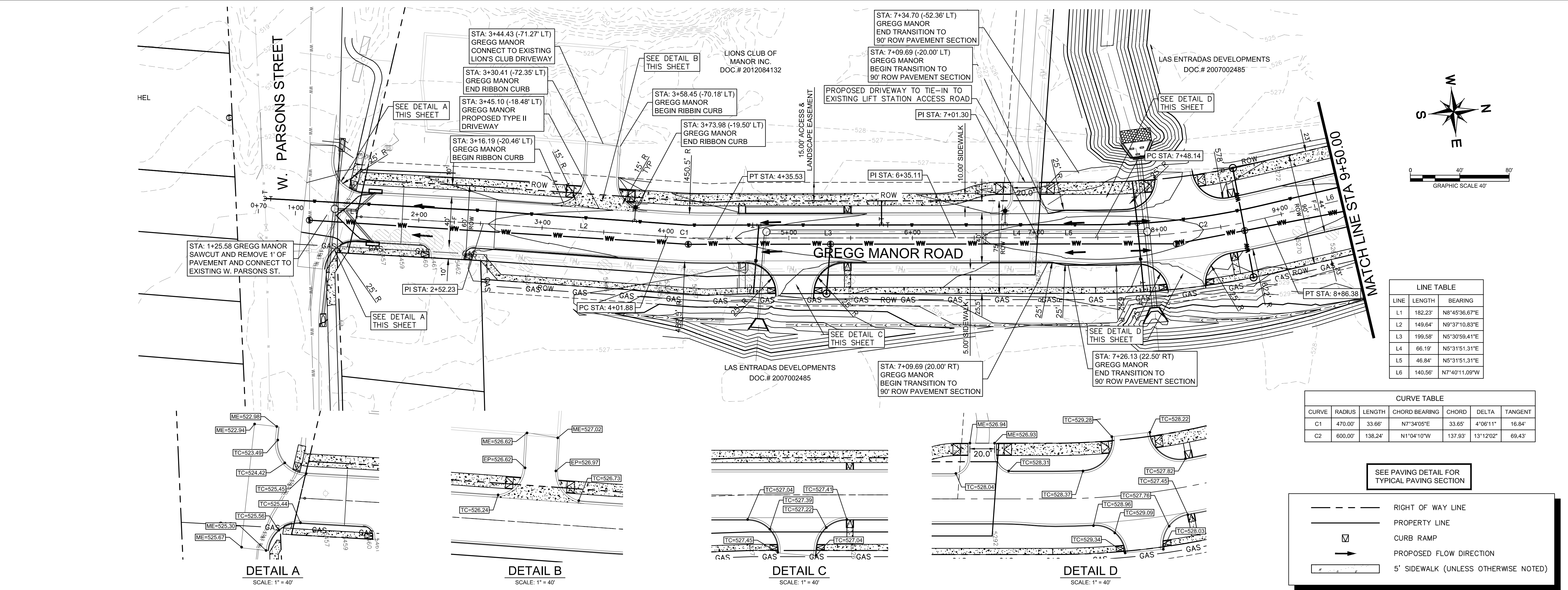
SHEET NUMBER
C-01

CONSTRUCTION PLANS

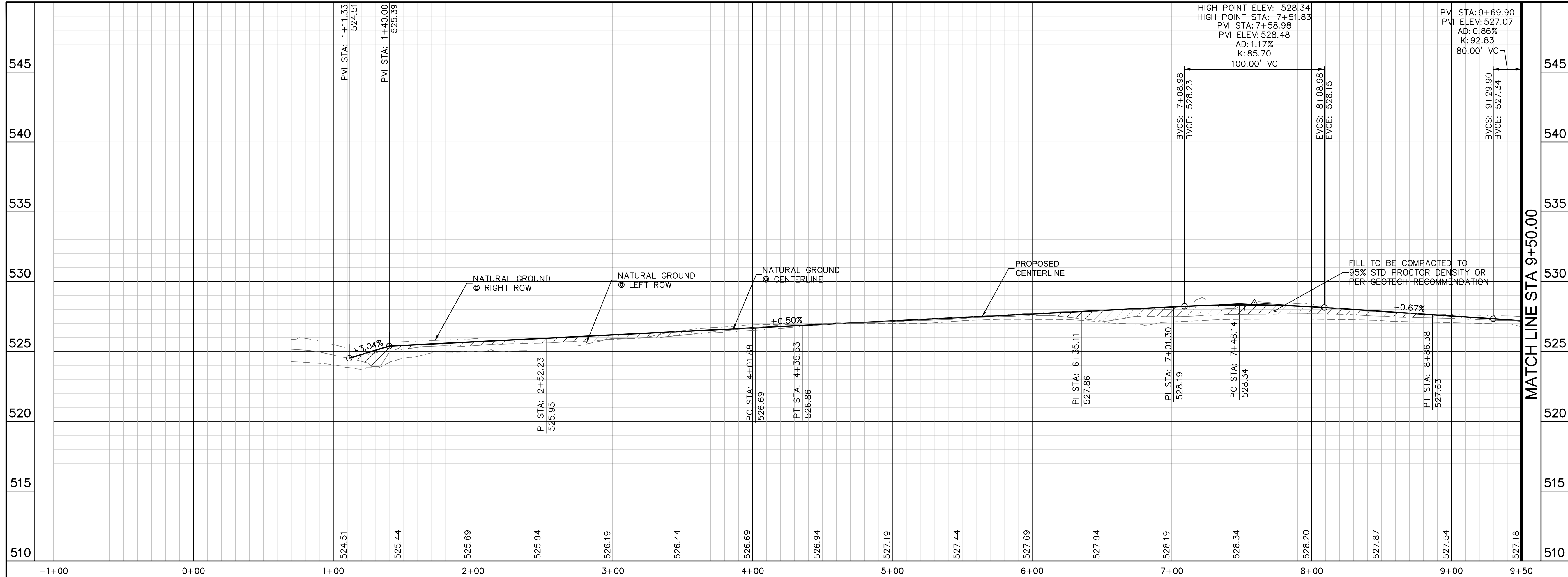
KHA PROJECT NO. 069241704

LAS ENTRADAS - GREGG MANOR ROAD

Plotted By: Holloway, Sierra Date: June 12, 2017 02:42:12pm File Path: K:\AUS-Civil\069241704 Las Entradas - Greg Manor\Drawn\PlanSheets\C-08 GREG MANOR ROAD (SHEET 1 OF 2).dwg
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GREGG MANOR



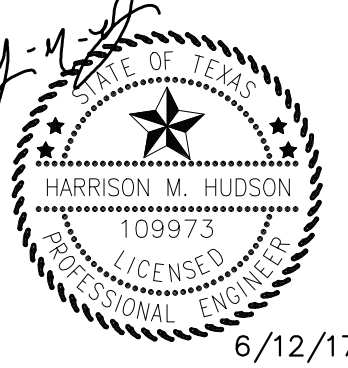
PROFILE SCALE
1" = 40' HORIZONTAL
1" = 4' VERTICAL

BENCHMARKS

ADD BENCHMARKS HERE
BM #1(52) SET ON TOP OF EDGE CURB, ±1.189.03'
SOUTHWESTERLY FROM THE NORTHEASTERLY
CORNER OF HEREIN DESCRIBED TRACT: ELEVATION =
563.070'; (X=3171075.66', Y=101,10103113.87')

No.	REVISIONS	DATE	BY

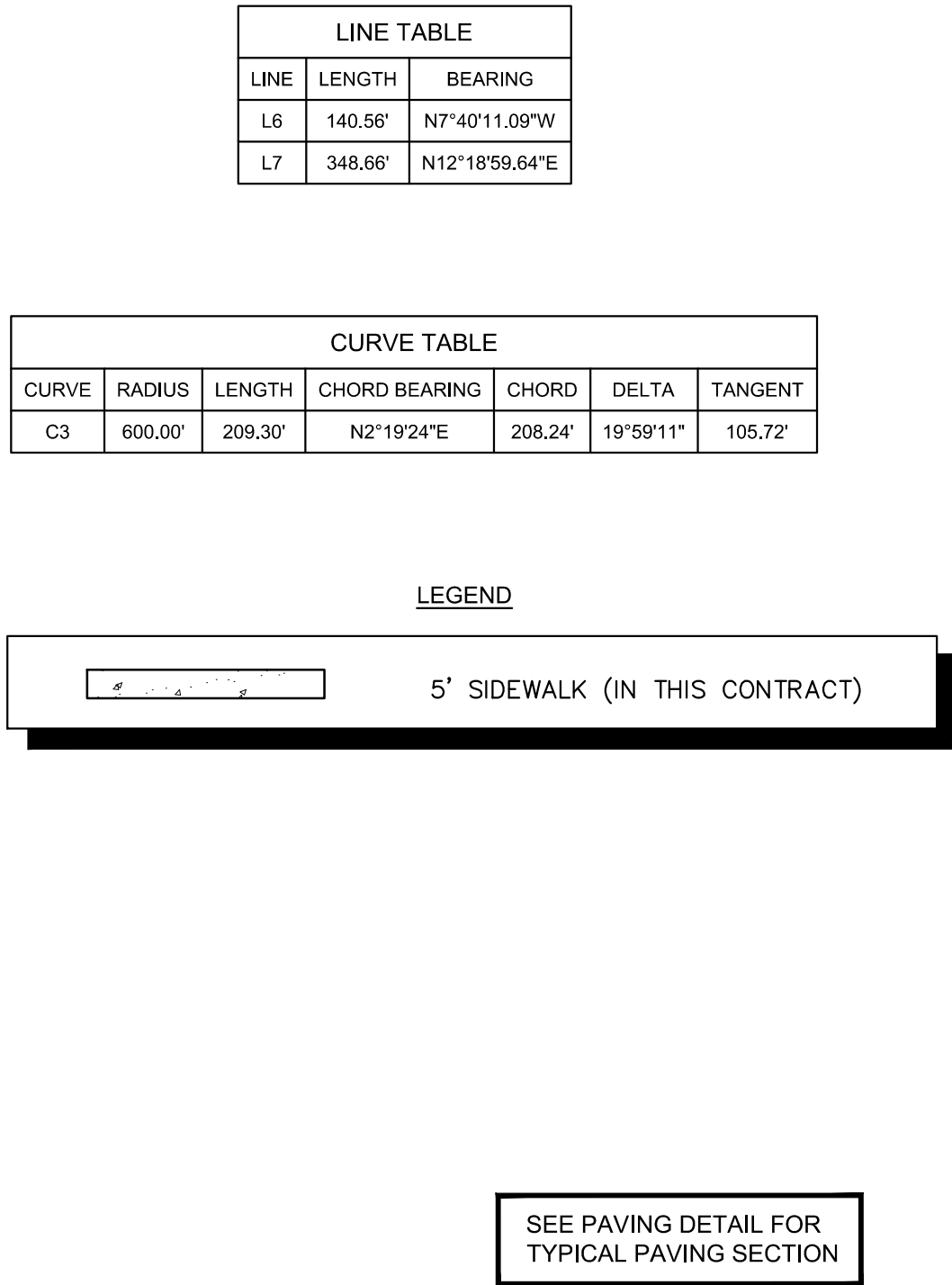
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KHA PROJECT	069241704
DATE	JUNE 2017
SCALE	AS SHOWN
DESIGNED BY:	HHW
DRAWN BY:	ORB
CHECKED BY:	HHW

GREG MANOR ROAD
(SHEET 1 OF 2)

LAS ENTRADAS -
GREGG MANOR
CITY OF MANOR
TRAVIS COUNTY, TEXAS



LINE TABLE		
LINE	LENGTH	BEARING
L6	140.56'	N7°40'11.09"W
L7	348.66'	N12°18'59.64"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C3	600.00'	209.30'	N2°19'24"E	208.24'	19°59'11"	105.72'

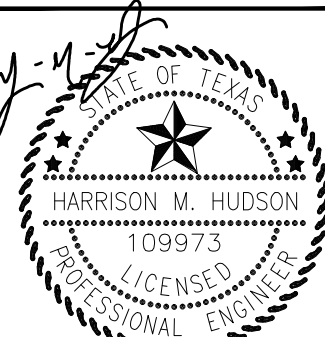
LEGEND

5' SIDEWALK (IN THIS CONTRACT)

SEE PAVING DETAIL FOR
TYPICAL PAVING SECTION

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6/12/17

KHA PROJECT 069241704	DATE JUNE 2017	SCALE: AS SHOWN	DESIGNED BY: HMH	DRAWN BY: ORB	CHECKED BY: HMH
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GREG MANOR ROAD
(SHEET 2 OF 2)

**LAS ENTRADAS -
GREGG MANOR**

CITY OF MANOR
TRAVIS COUNTY, TEXAS

SHEET NUMBER
C-08

EXHIBIT D-1
Hill Lane – Shadow View Commercial Section 3 Civil Construction Plans

Plotted By: Jones, Kelia Date: June 01, 2021 05:37:00pm File Path: K:\AUS-Civil\069241705 Shadowview Section 3\Drawn\PlanSheets\C-Cover Sheet.dwg
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CIVIL CONSTRUCTION PLANS

FOR

SHADOWVIEW COMMERCIAL

SECTION 3 - HILL LANE

CITY OF MANOR, TRAVIS COUNTY, TEXAS

ENGINEER / SURVEYOR

Kimley»Horn

10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 418-1771
CONTACT: BRETT BURKE

STATE OF TEXAS
REGISTRATION NO. F-928

OWNER/DEVELOPER

COTTONWOOD HOLDINGS LTD
9900 HIGHWAY 290 EAST
MANOR, TEXAS 78653
TEL: 512.327.7415
CONTACT: DANNY BURNETT



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TRAVIS COUNTY ESD NO. 12

REVIEWED BY FIRE PREVENTION DIVISION

APPROVAL EXPIRES AFTER 365 DAYS OF INACTIVITY

APPROVAL SUBJECT TO FIELD INSPECTION AND
REQUIRED TEST(S), NOTATIONS HERON, CONDITIONS
NOTED IN CORRESPONDENCE AND CONFORMANCE WITH
APPLICABLE CODES AND REGULATIONS.

THE STAMPING AND APPROVAL OF THESE PLANS SHALL
NOT BE CONSTRUED TO BE A PERMIT FOR, OR AN
APPROVAL OF, ANY VIOLATIONS OF ANY OF THE
PROVISIONS OF APPLICABLE CODES OR OF ANY OTHER
ORDINANCE OF THIS JURISDICTION.

ANY REVISIONS MADE AFTER SIGNATURE DATE ARE NOT
VALID UNTIL APPROVED BY TCESD NO. 12 IN WRITING.

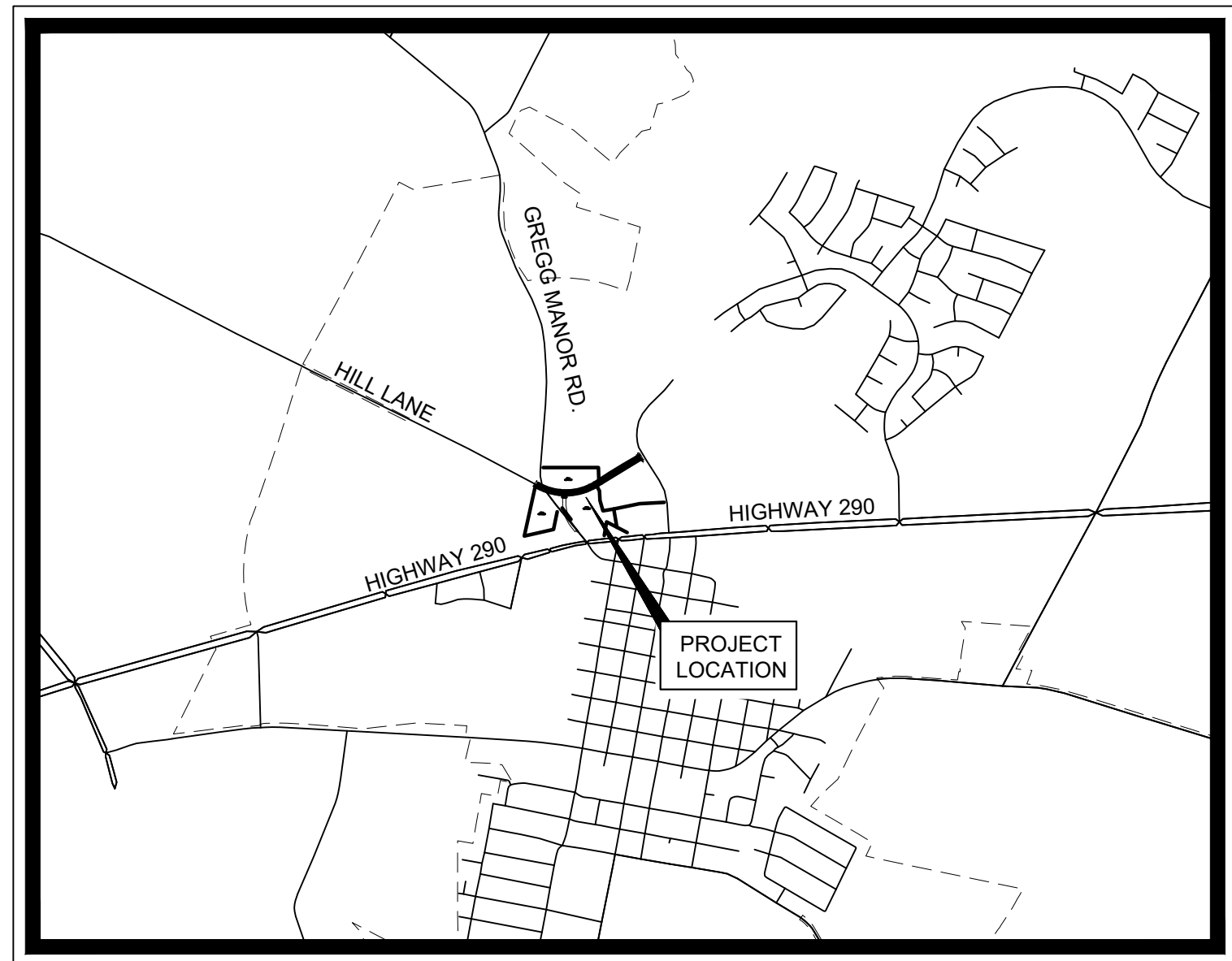
Plan Type: _____

Reviewed by: _____

Date: _____

ONLY STAMPED SHEETS REVIEWED BY TCESD NO. 12

NOTES: _____



VICINITY MAP

SCALE: 1" = 2,000'

LEGAL DESCRIPTION

20.5213 TOTAL ACRES OUT OF THE REMAINDER OF 181.445 ACRES OF THE WILLIAM
STANDERFORD SURVEY NO. 69, ABSTRACT NO. 472, CONVEYED TO SHADOWGLEN
DEVELOPMENT CORPORATION, DOC. #2013110720

3.566 ACRES OF LAND OUT OF THE WILLIAM JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546,
IN TRAVIS COUNTY, TEXAS, BEING ONE AND THE SAME AS SAID TRACT DESCRIBED AS
CONTAINING 5.559 ACRES IN DEED DATED SEPTEMBER 12, 2007 RECORDED IN DOC.
#2007173868.

FEBRUARY 2021

EXHIBIT D-1

SHEET INDEX

Sheet Number	Sheet Title
1	Cover Sheet
2	Final Plat
3	General Notes
4	Existing Conditions & Demo Plan
5	Erosion Control Plan
6	Erosion Control Details
7	Hill Lane (Sheet 1 of 2)
8	Hill Lane (Sheet 2 of 2)
9	Manor Down Road
10	Existing Drainage Area Map
11	Proposed Drainage Area Map
12	Inlet Drainage Area Map
13	Drainage Calculations
14	Storm Plan
15	Storm Sewer Profiles (Sheet 1 of 3)
16	Storm Sewer Profiles (Sheet 2 of 3)
17	Storm Sewer Profiles (Sheet 3 of 3)
18	Wastewater Plan
19	Wastewater Profiles
20	Water Plan
21	Water Profiles
22	Street Light, Sign & Striping Plan (Sheet 1 of 2)
23	Street Light Sign & Striping Plan (Sheet 2 of 2)
24	Traffic Control and Phasing Plan
25	Paving Details (Sheet 1 of 2)
26	Paving Details (Sheet 2 of 2)
27	Drainage Details
28	Utility Details (Sheet 1 of 2)
29	Utility Details (Sheet 2 of 2)
30	Traffic Control Details (Sheet 1 of 4)
31	Traffic Control Details (Sheet 2 of 4)
32	Traffic Control Details (Sheet 3 of 4)
33	Traffic Control Details (Sheet 4 of 4)
34	Overall Landscape Plan
35	Landscaping Plans (Sheet 1 of 4)
36	Landscaping Plans (Sheet 2 of 4)
37	Landscaping Plans (Sheet 3 of 4)
38	Landscape Plans (Sheet 4 of 4)
39	Landscape Details Notes and Calcs

REVIEWED BY: _____ DATE
DIRECTOR OF DEVELOPMENT SERVICES

REVIEWED BY: _____ DATE
DEPARTMENT OF PUBLIC WORKS

REVIEWED BY: _____ DATE
CITY ENGINEER

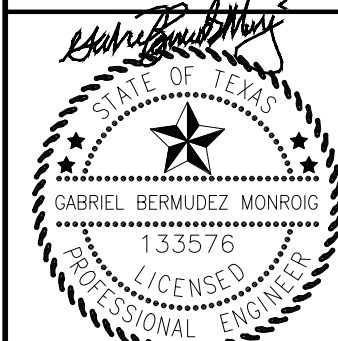
REVIEWED BY: _____ DATE
TRAVIS COUNTY ESD NO. 12

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RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR ORDINANCE
COMPLIANCE BY THE CITY ENGINEER.

SHADOWVIEW
COMMERCIAL SECTION 3 -
HILL LANE
CITY OF MANOR
TRAVIS COUNTY, TEXAS

COVER SHEET

KHA PROJECT NO. 069241705
DATE FEBRUARY 2021
SCALE: AS SHOWN
DESIGNED BY: HMH
DRAWN BY: ORB
CHECKED BY: RJS



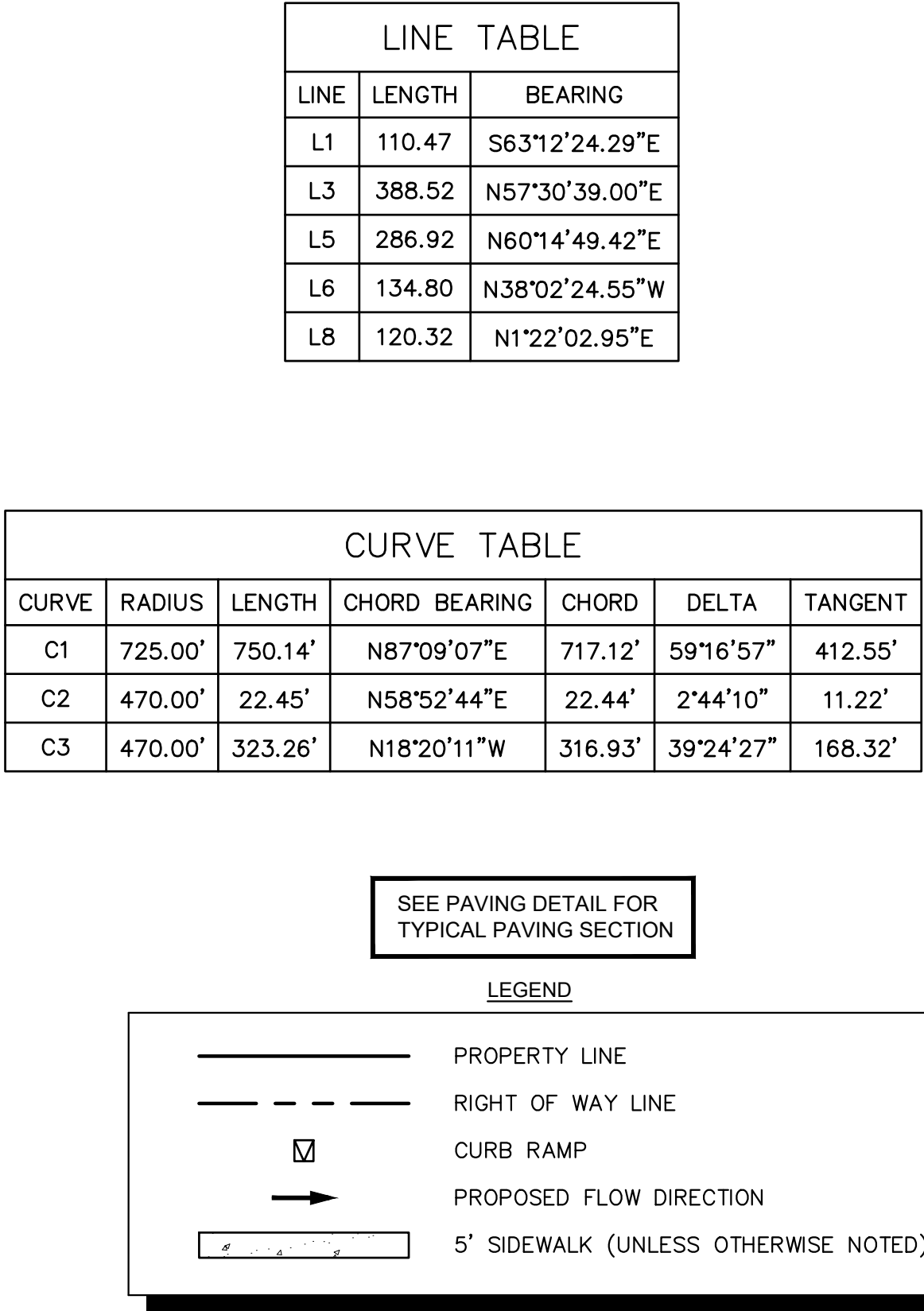
05/04/2021

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PHONE: 512-418-1771 FAX: 512-418-1791
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TEXAS REGISTERED ENGINEERING FIRM F-928

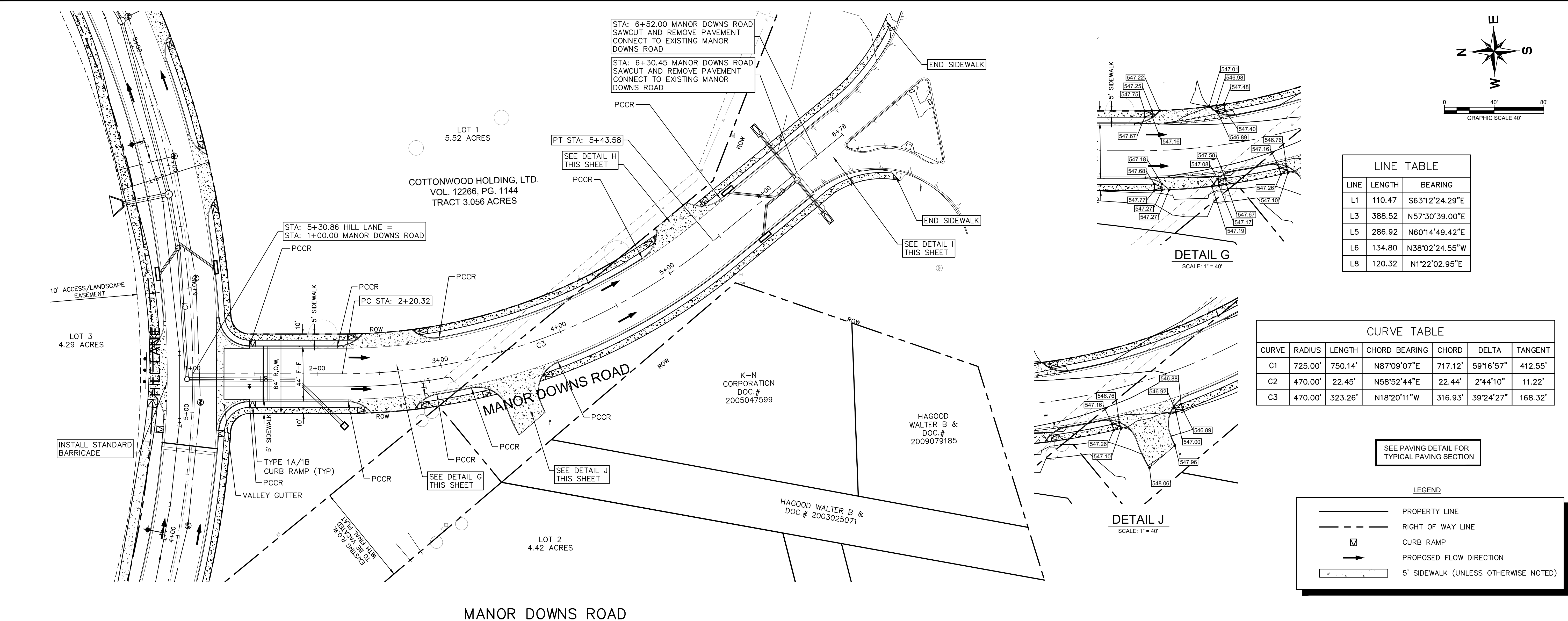
CONSTRUCTION PLANS

KHA PROJECT NO. 069241705

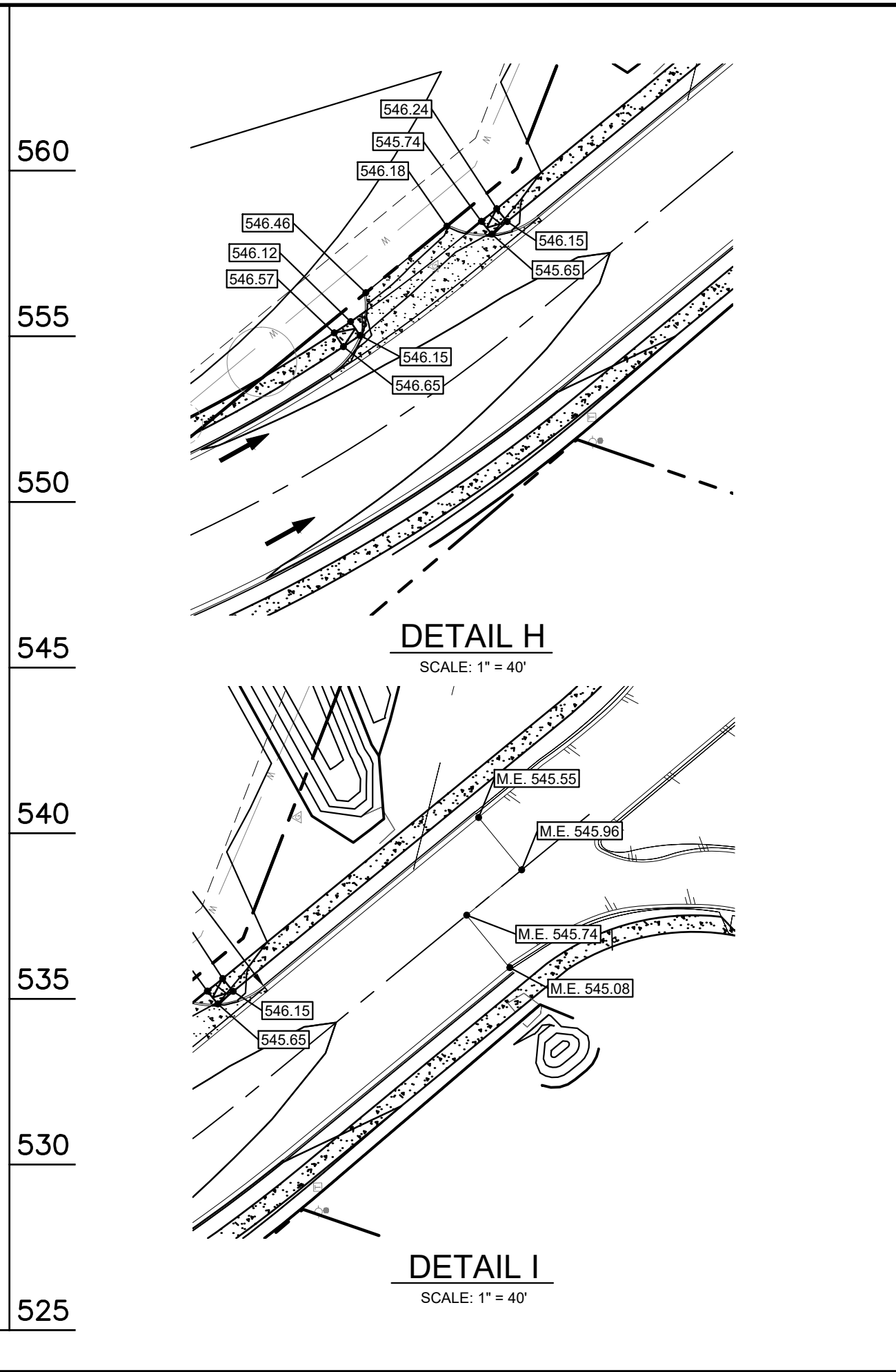
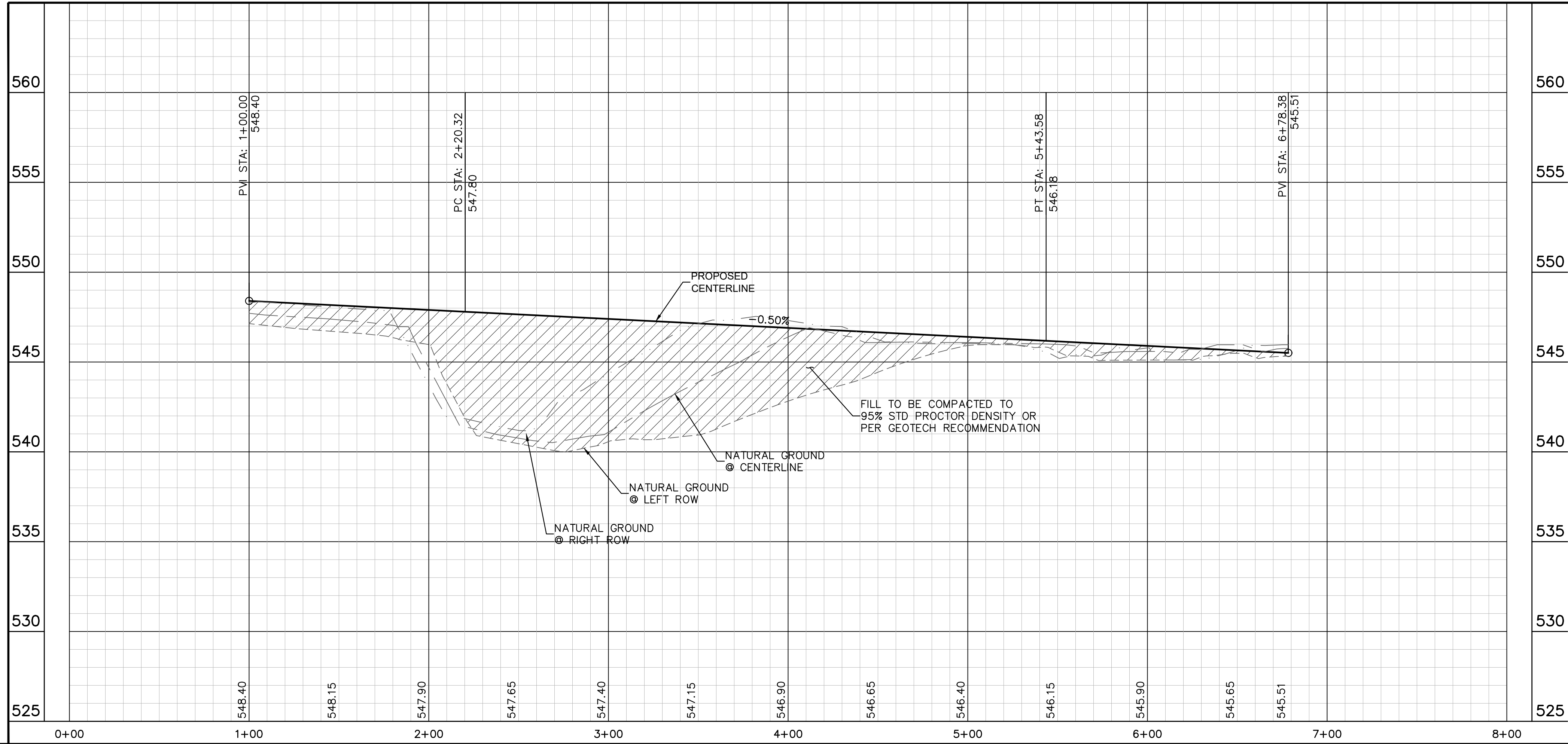
SHADOWVIEW - SECTION 3 - HILL LANE



Plotted By: Jones, Kolo Date: June 01, 2021 05:40:41pm File Path: K:\AUS_Civil\069241705 Shadowview Section 3\Drawn\PlanSheets\C-9 Manor Down Road.dwg
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MANOR DOWNS ROAD



PROFILE SCALE
1" = 40' HORIZONTAL
1" = 4' VERTICAL

BENCHMARKS

BM #1: SET ON TOP OF EDGE CURB, 124.75' SOUTHWESTERLY FROM THE SOUTHWESTERLY CORNER OF HEREN DESCRIBED TRACT, ELEVATION = 563.07' (X=3171075.66; Y=101,10103113.87)

BM #2: SET ON THE TOP AND CENTER OF CURB INLET ON THE EASTERLY SIDE OF LEXINGTON ST., 78.76' SOUTHEASTERLY FROM THE SOUTHEASTERLY CORNER OF ST. MARY MAGDALENE, EPISCOPAL CHURCH SUBDIVISION DOC.# 201400143, ELEVATION = 540.99' (X=3172469.1467; Y=101,03368.13207)

KHA PROJECT		DATE		SCALE		DESIGNED BY		DRAWN BY		CHECKED BY	
069241705		FEBRUARY 2021		AS SHOWN		HMW		ORB		RJS	

05/04/2021

Kimley»Horn

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PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

GABRIEL BERMUDEZ MONROE
133576
LICENSE
PROFESSIONAL ENGINEER

MANOR DOWN ROAD

SHADOWVIEW
COMMERCIAL SECTION 3 -
HILL LANE
CITY OF MANOR
TRAVIS COUNTY, TEXAS

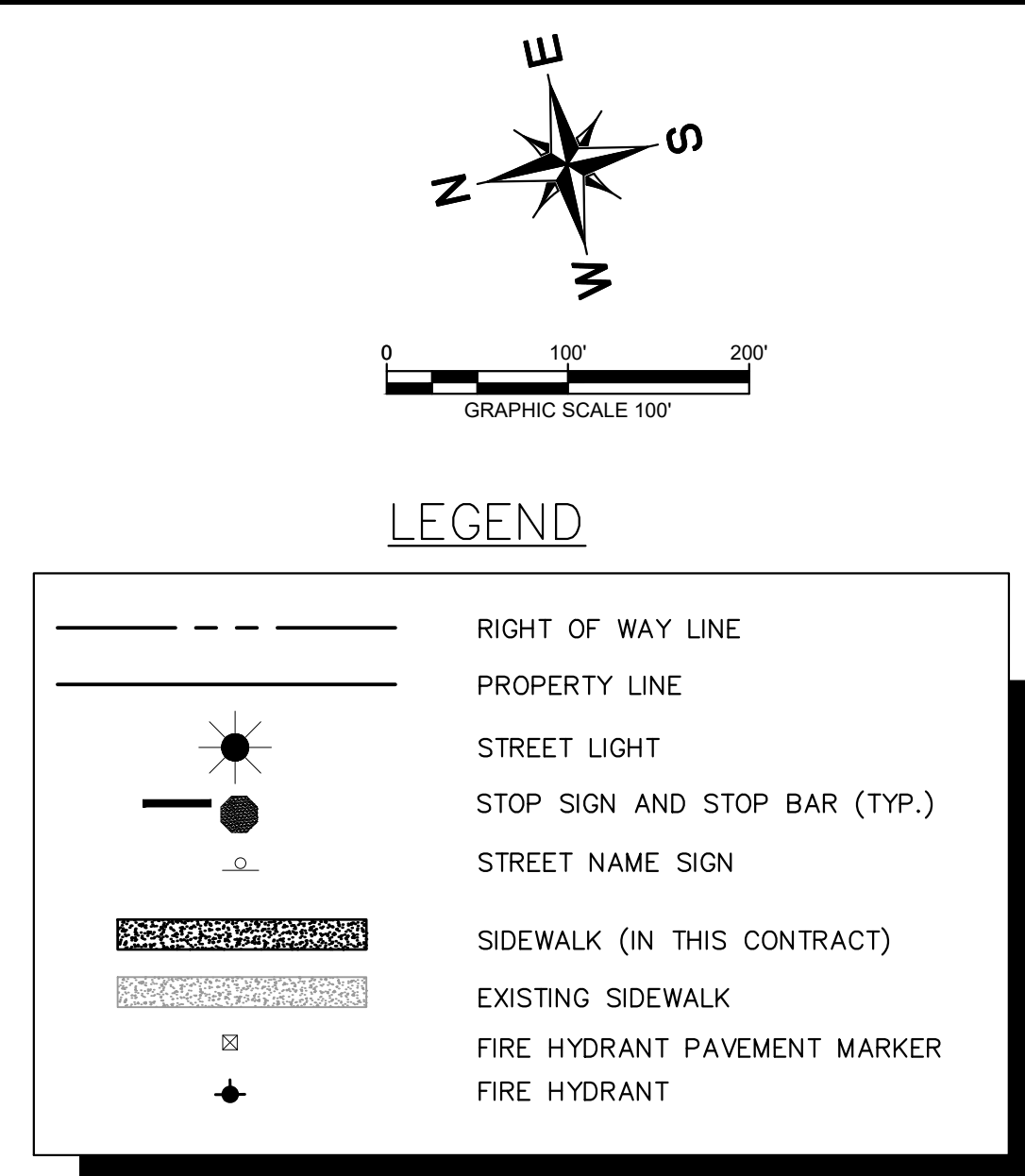
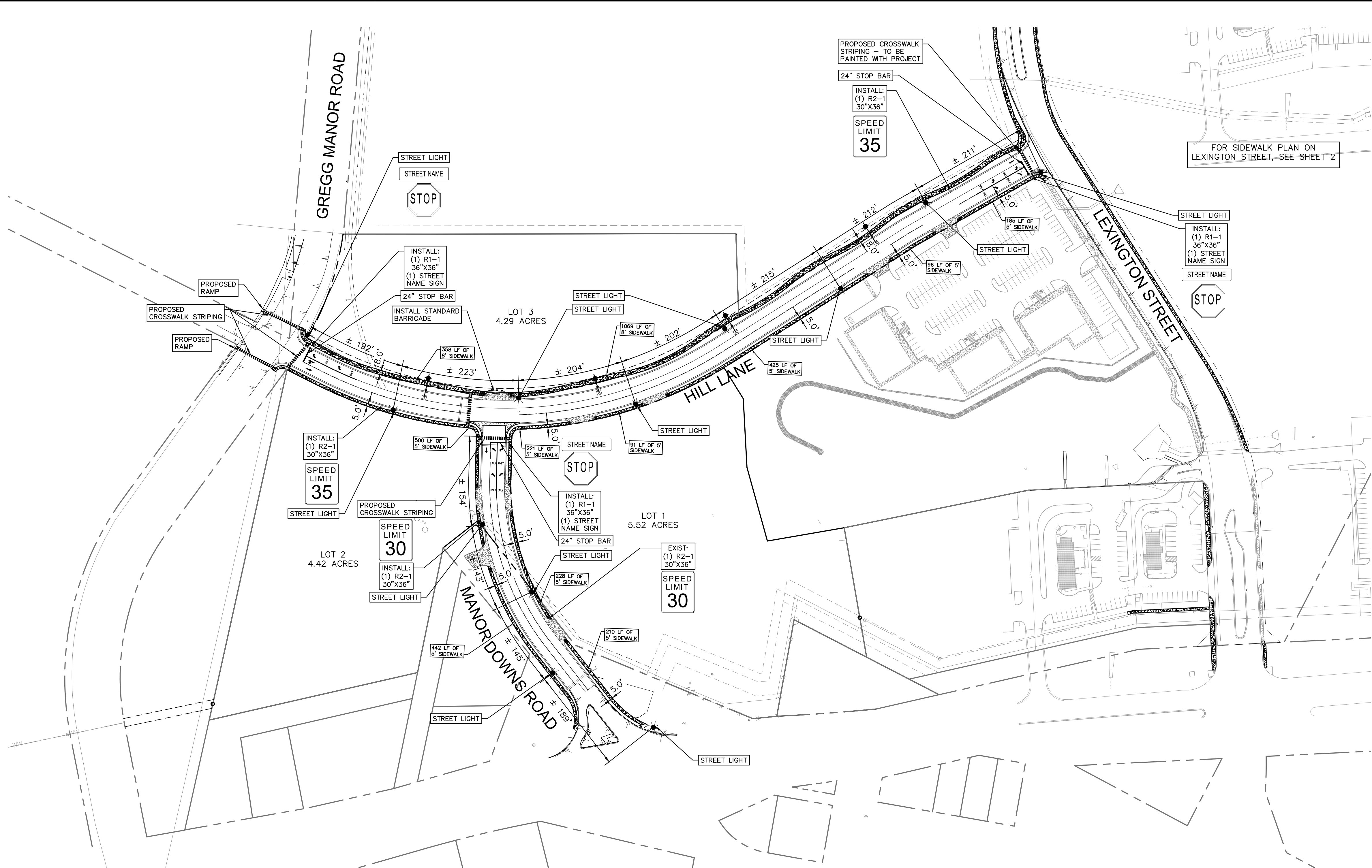
SHEET NUMBER
9

REVISIONS

DATE

BY

EXHIBIT D-2
Hill Lane – Street Light, Sign and Striping Plan



REFER TO SHEET 26 FOR PAVEMENT MARKING STANDARD DETAILS.

- NOTES:
1. ALL SIGNS SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD).
 2. THE BOTTOM OF ALL STREET SIGNS SHALL BE A MINIMUM OF 7 FEET ABOVE FINISHED GRADE.
 3. ALL DIMENSIONS ARE TO BACK OF CURB.
 4. ALL STREET LIGHTING DESIGN TO BE FINALIZED BY OTHERS.
 5. ALL "STOP" SIGNS TO BE R1-1.
 6. CONTRACTOR TO BUILD SIDEWALK ALONG LEXINGTON STREET ON GRADE AT MINIMUM WIDTHS SHOWN ON PLANS.

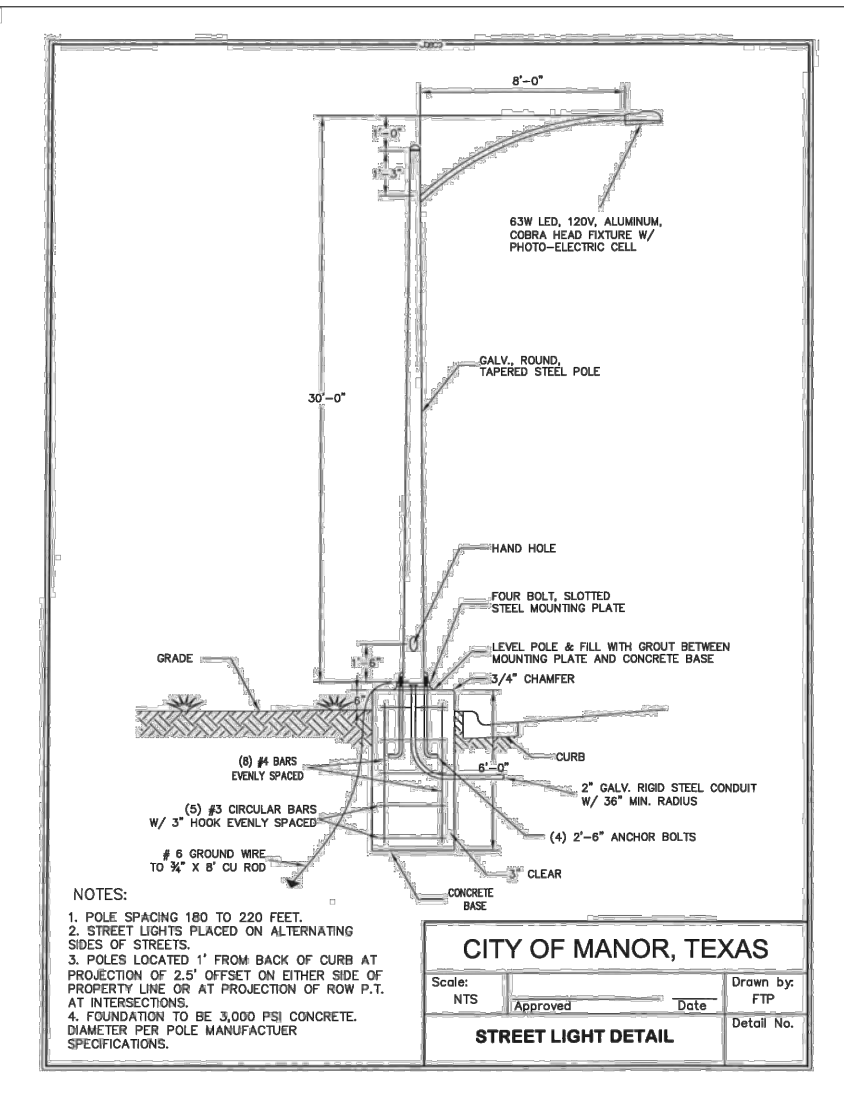
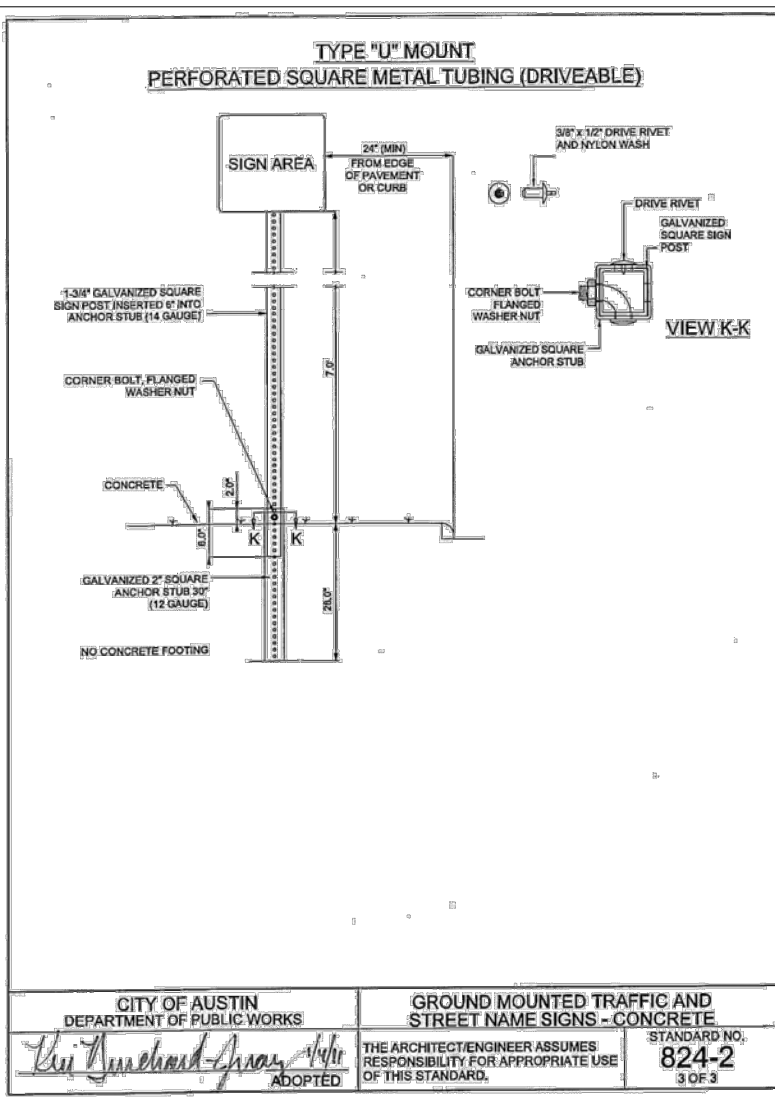
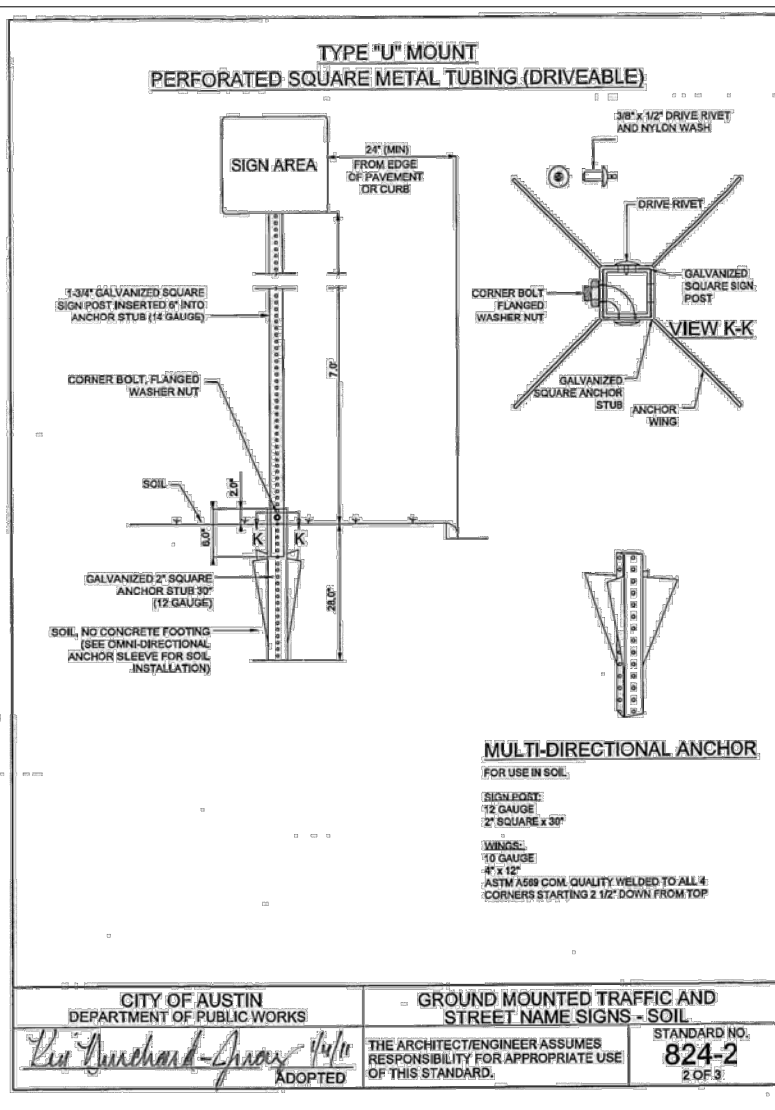
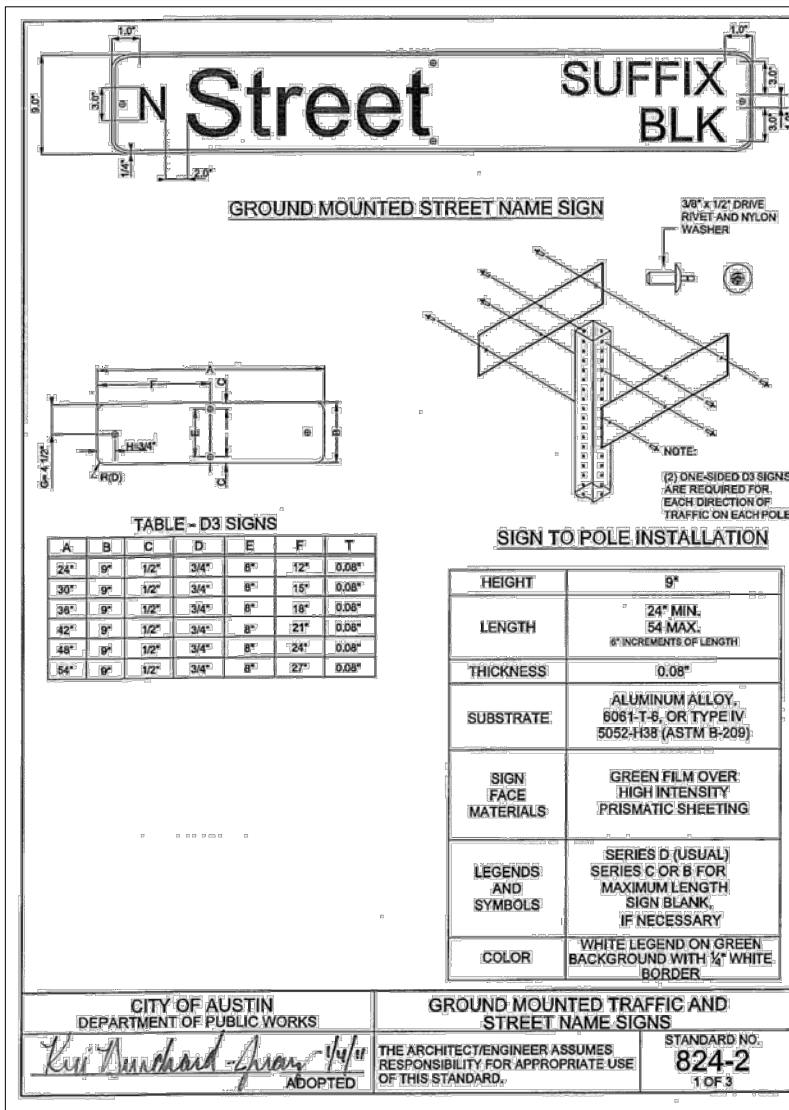
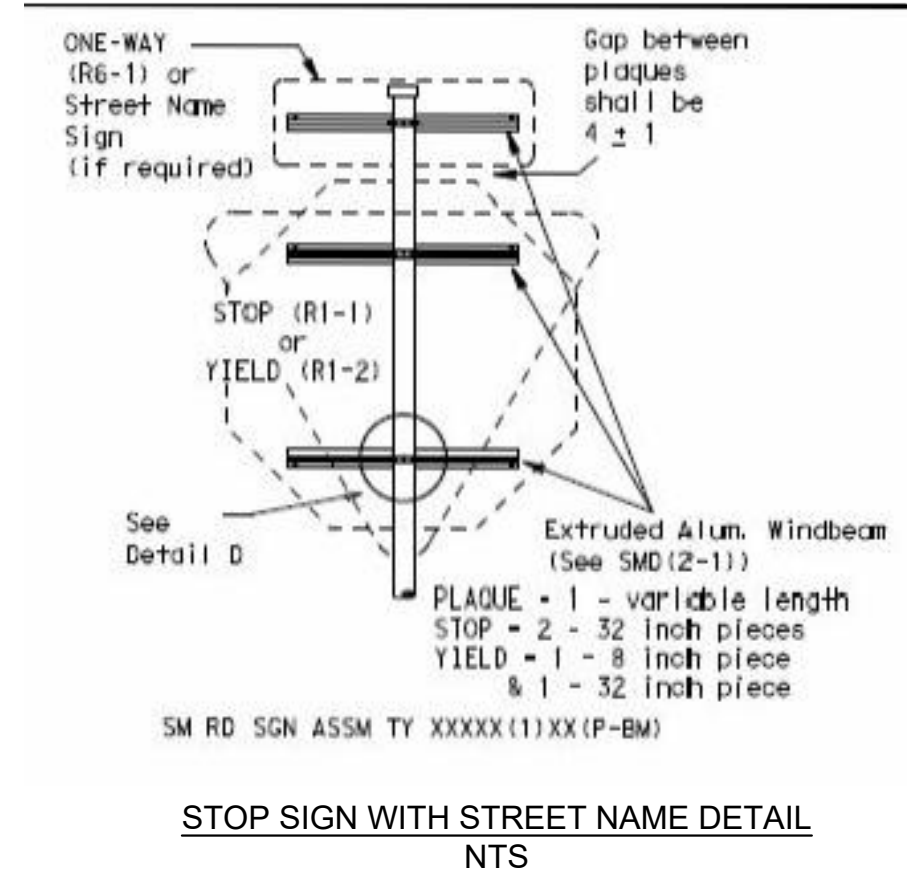


EXHIBIT D-2

SHADOWVIEW
COMMERCIAL SECTION 3 -
HILL LANE
CITY OF MANOR
TRAVIS COUNTY, TEXAS

STREET LIGHT, SIGN
& STRIPING PLAN
(SHEET 1 OF 2)

KHA PROJECT
069241705

DATE
FEBRUARY 2021

SCALE: AS SHOWN

DESIGNED BY: HMW

DRAWN BY: ORB

CHECKED BY: RJS

Kimley»Horn

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10814 JOLLYVILLE ROAD, AVALON IV, SUITE 200, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

GABRIEL BERMUDEZ MONROE
133576
PROFESSIONAL ENGINEER

05/04/2021

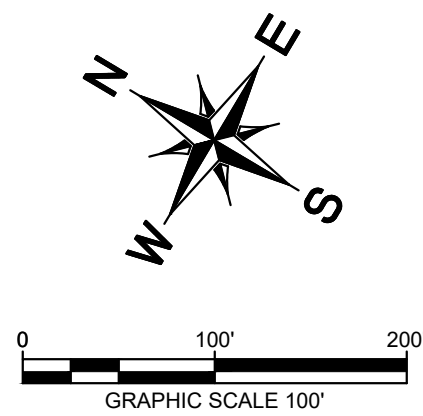
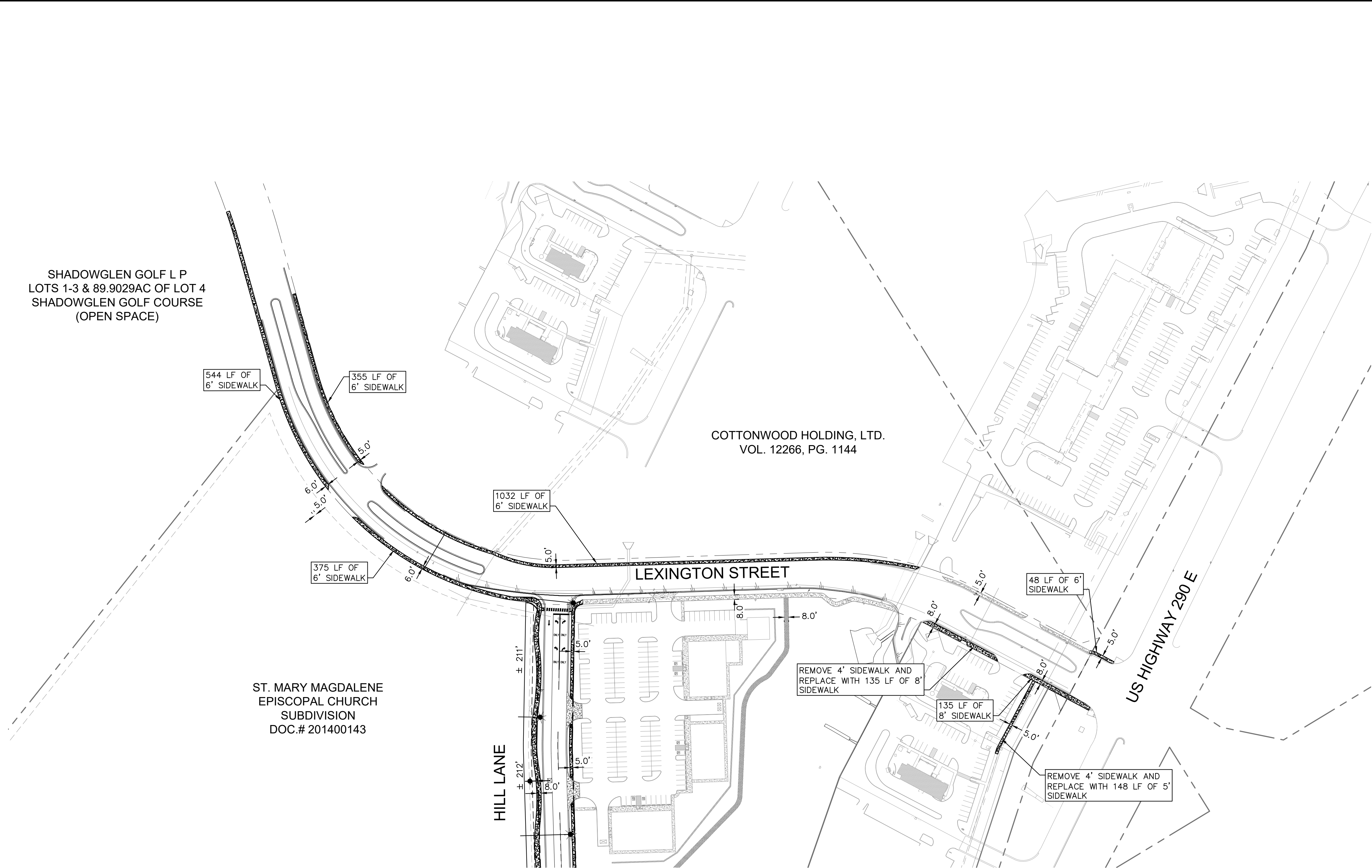
REVISIONS

DATE

BY

SHEET NUMBER

22



LEGEND

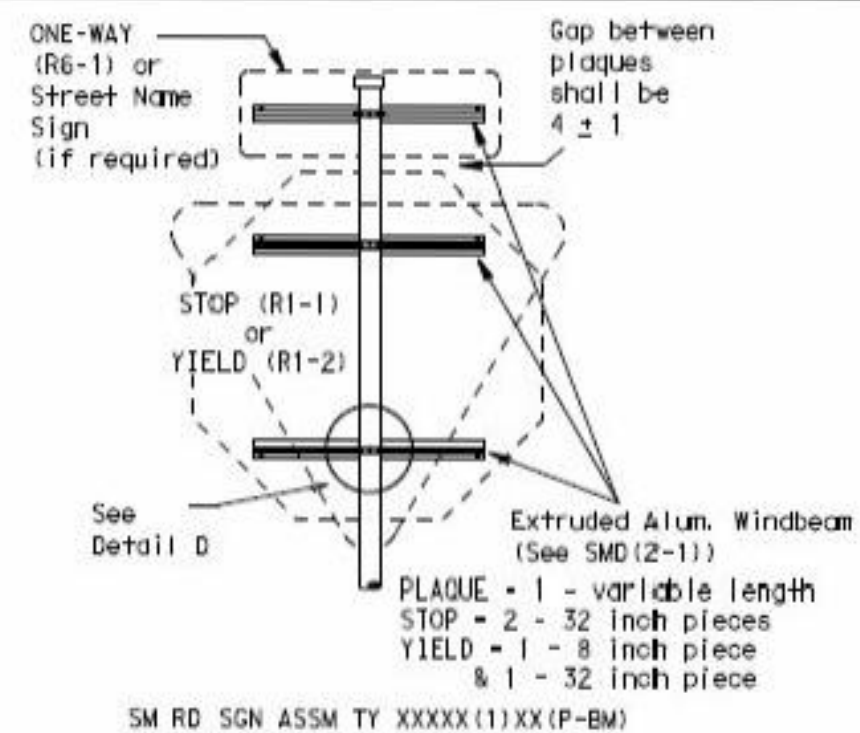
- RIGHT OF WAY LINE
- PROPERTY LINE
- STREET LIGHT
- STOP SIGN AND STOP BAR (TYP.)
- STREET NAME SIGN
- ▨ SIDEWALK (IN THIS CONTRACT)
- ▨ EXISTING SIDEWALK
- ⊠ FIRE HYDRANT PAVEMENT MARKER
- FIRE HYDRANT

NOTES:
1. CONTRACTOR TO BUILD SIDEWALKS ON LEXINGTON ST. ON NATURAL GRADE.
2. LONGITUDINAL AND CROSS SLOPE OF SIDEWALK NOT TO EXCEED 2% IN ANY DIRECTION.
3. CONTRACTOR TO VERIFY CONDITIONS ON SITE AND NOTIFY ENGINEER OF ANY UTILITY OR OBJECT THAT CONFLICTS WITH SIDEWALK ALIGNMENTS.

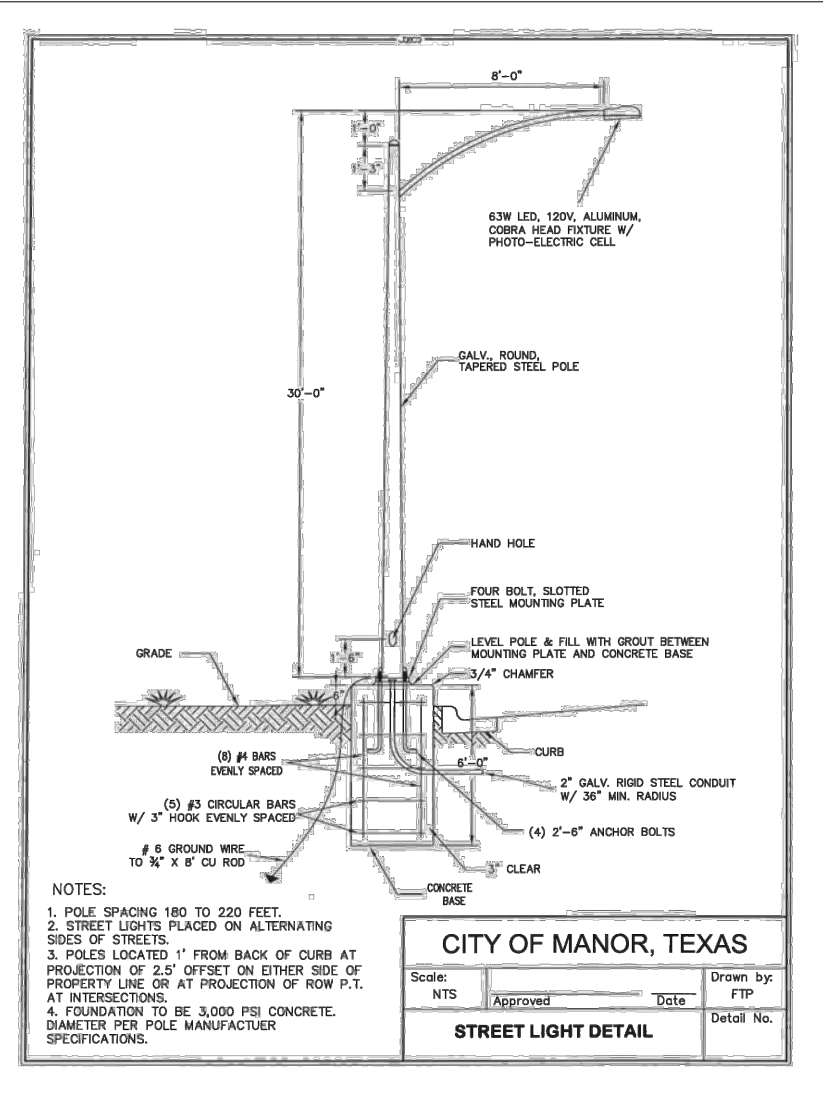
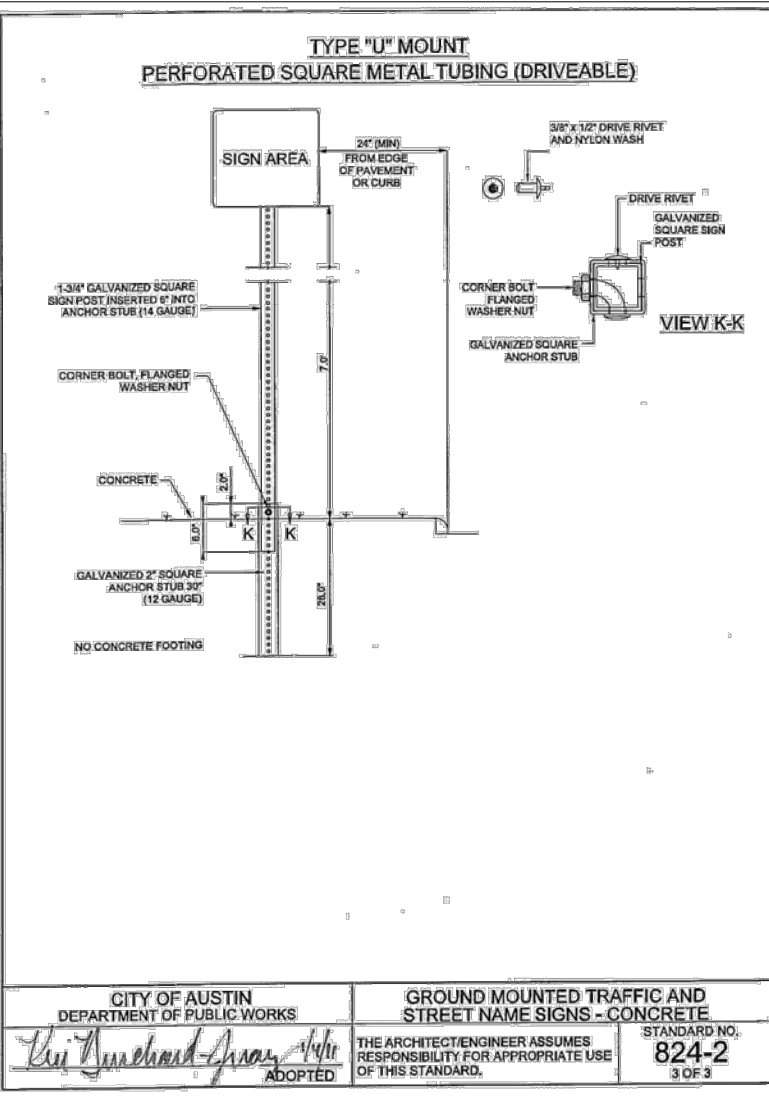
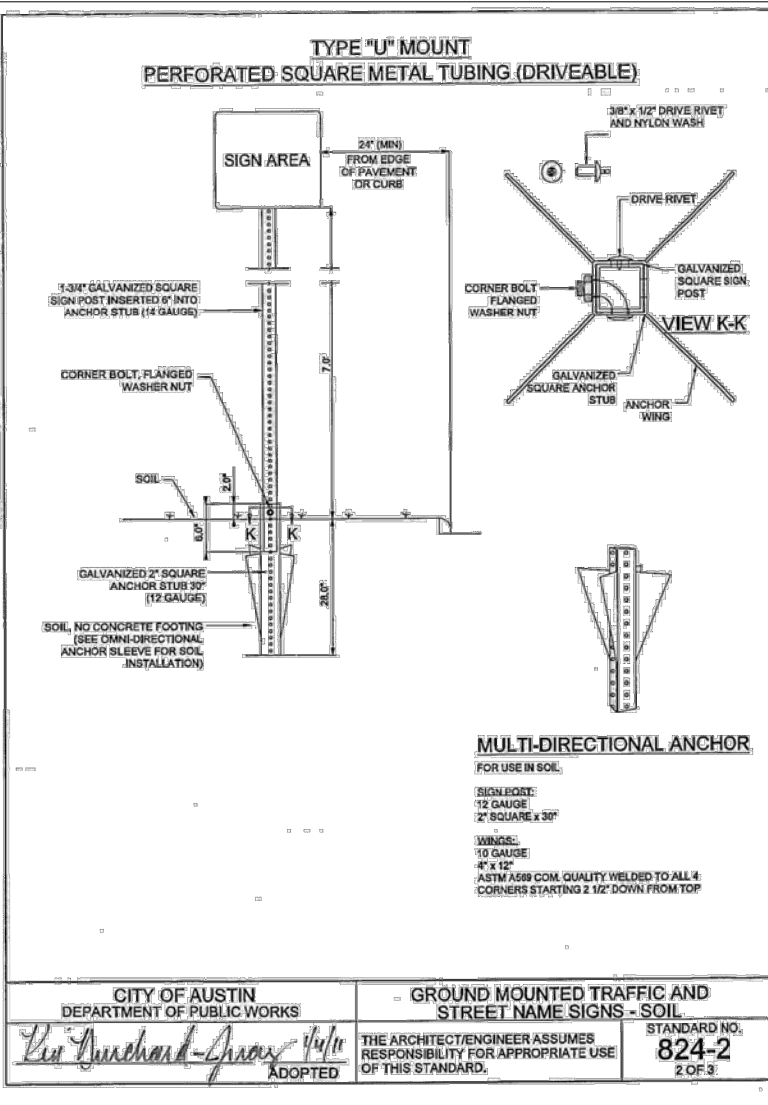
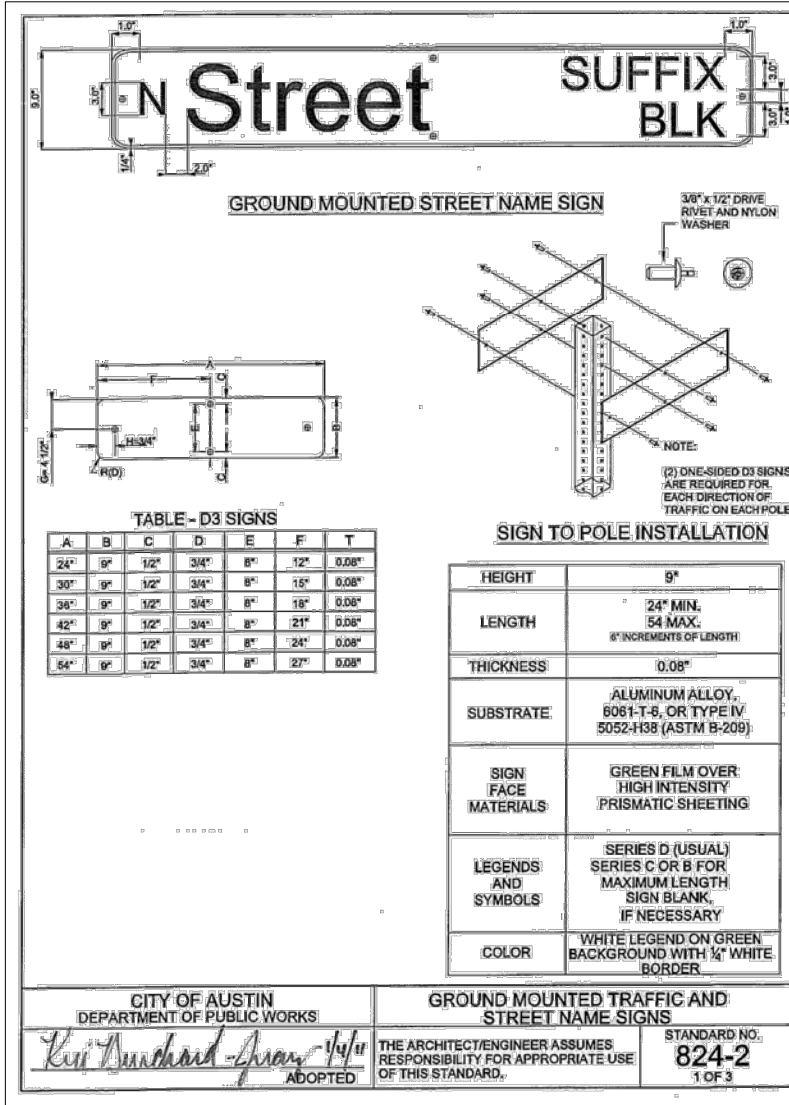
ST. MARY MAGDALENE
EPISCOPAL CHURCH
SUBDIVISION
DOC.# 201400143

COTTONWOOD HOLDING, LTD.
VOL. 12266, PG. 1144

- NOTES:
- ALL SIGNS SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD).
 - THE BOTTOM OF ALL STREET SIGNS SHALL BE A MINIMUM OF 7 FEET ABOVE FINISHED GRADE.
 - ALL DIMENSIONS ARE TO BACK OF CURB.
 - ALL STREET LIGHTING DESIGN TO BE FINALIZED BY OTHERS.
 - ALL "STOP" SIGNS TO BE R1-1.
 - CONTRACTOR TO BUILD SIDEWALK ALONG LEXINGTON STREET ON GRADE AT MINIMUM WIDTHS SHOWN ON PLANS.



STOP SIGN WITH STREET NAME DETAIL
NTS



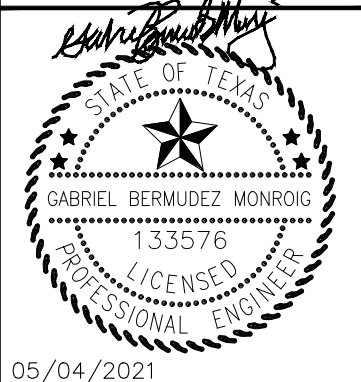
SHADOWVIEW
COMMERCIAL SECTION 3 -
HILL LANE
CITY OF MANOR
TRAVIS COUNTY, TEXAS

STREET LIGHT SIGN
& STRIPING PLAN
(SHEET 2 OF 2)

SHEET NUMBER
23

NO.	REVISIONS	DATE	BY

Kimley»Horn
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10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200, AUSTIN, TX 78799
PHONE: 512-418-1771 FAX: 512-418-791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928



KHA PROJECT	069241705	DATE	FEBRUARY 2021	SCALE	AS SHOWN	DESIGNED BY	HMH	ORR	CHECKED BY	RJS
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EXHIBIT E-1
Las Entradas Parcel Plan and Land Use Summary Tables



Entrada Glen Land Use Summary							
Tract	Block	Area (AC)	Use	Units	SF	Parking Required	Parking Provided
LENR-2		12.61	Multi Family	267	267,000	539	549
LENC-1A							
	1A	1.08	Retail		7,800	31	32
	2A	1.08	Retail		7,800	31	33
	3A	0.92	Retail		6,644	27	28
	4A	0.93	Retail		6,717	27	28
	5A	0.92	Retail		6,644	17	18
	6A	1.02	Retail		7,367	29	30
Sub total		5.95	Ac.		42,972	162	169
LENC-2							
	2A	11.16	Large scale Retail		136,500	546	547
	2B	2.20	Retail		20,000	80	94
	2C	1.75	Large scale Retail		15,500	62	92
	2D	0.88	Large scale Retail		2,900	39	42
	2E	0.95	Retail		3,000	40	67
	2F	0.92	Retail		3,700	49	58
	2G	1.26	Retail		7,000	28	38
	2H	2.21	Retail		23,900	96	128
Sub total		21.33	Ac.		212,500	940	1,066
LENC-3							
	3A	7.54	Hotel/Restaurant	350	202,800	326	373
	3B	3.20	Retail		20,000	80	115
	3C	6.56	Retail		65,500	262	284
	3D	3.59	Warehouse		50,000	50	50
Sub total		20.89	Ac.		338,300	718	822
LENC-4							
		2.80	Retail		18,500	74	93
Sub total		2.80	Ac.		18,500	74	93
LENC-5							
	5A	7.27	Retail		76,000	304	334
	5B	4.61	Retail		46,000	184	186
Sub total		11.88	Ac.		122,000	488	520
LENC - 6							
	6A	6.01	Retail		59,000	236	240
Sub Total		6.01			59,000	236	240
LENC-7							
	7A	2.21	Retail		21,800	87	135
	7B	1.76	Retail		25,600	102	114
	7C	3.17	Warehouse		15,000	28	35
Sub total		7.14			62,400	217	284
Las Entradas North Use Totals							
		13.79	Large Scale Retail		154,900	647	681
		47.91	Retail		432,972	1,784	2,055
		7.54	Hotel	350	202,800	326	373
		6.76	Warehouse		65,000	78	85
		12.61	Multi-Family	267	267,000	539	549
		8.26	Right of Way				
		5.81	Parkland				
		2.53					
Portion of LEN dedicated to SG-2							
Las Entradas North Total Residential							
		12.61		267	267,000	539	549
Las Entradas North Total Commercial							
		78.53			855,672	2,835	3,194
Las Entradas North Total Land Area							
		104.71					
LESC-1							
	1A	0.92	Gas Station		4,500	11	12
	1B	-1.95	REMOVED FROM PID			0	0
	1C	1.00	Retail		9,000	36	40
	1D	-2.05	REMOVED FROM PID			0	0
Sub total		1.92	Ac.		13,500	47	52
LESC-2							
	2A	1.59	Neighborhood Business		30,500	122	22
	2B	1.23	Neighborhood Business		17,500	70	63
	2C	0.71	Neighborhood Business		9,000	36	11
	2D	1.14	Neighborhood Business		16,000	64	48
	2E	2.39	Neighborhood Business		17,500	70	178
	2F	2.57	Neighborhood Business		30,500	122	126
	2G	2.48	Neighborhood Business		19,000	64	108
	2H	1.58	Park			0	0
Sub total		13.69	Ac.		140,000	548	556
LESC-3							
	3A	14.83	Grocery/ retail		121,000	605	629
	3B	0	Removed from plan			0	0
	3C	2.03	Retail		10,000	40	128
	3D	1.64	Main Street Retail		34,200	137	91
	3E	3.41	Retail		16,000	64	199
	3F	5.75	Main Street Retail		96,800	387	210
	3G	0	Removed from plan			0	0
Sub total		27.66	Ac.		278,000	1,233	1,257
LESC-4							
		5.03	Retail		44,900	180	221
Sub total		5.03			44,900	180	221
Las Entradas South Use Totals							
		19.78	Retail		215,400	675	680
		14.83	Large Scale Retail		121,000	605	629
		12.11	Neighborhood Business		140,000	548	556
		44.68	Parkland / Open Space				
		6.79	Right of Way				
Las Entradas South Total Commercial							
		46.72			476,400	1,828	1,865
Las Entradas South Total Land Area							
		98.19					
Las Entradas Total Commercial Development							
					1,332,072		
Las Entradas Total Residential Development							
				267	267,000		

300 150 0 300 600
SCALE: 1" = 300'



EXHIBIT "E-1"

LAS ENTRADAS PARCEL AND LAND USE SUMMARY PLAN

Kimley»Horn

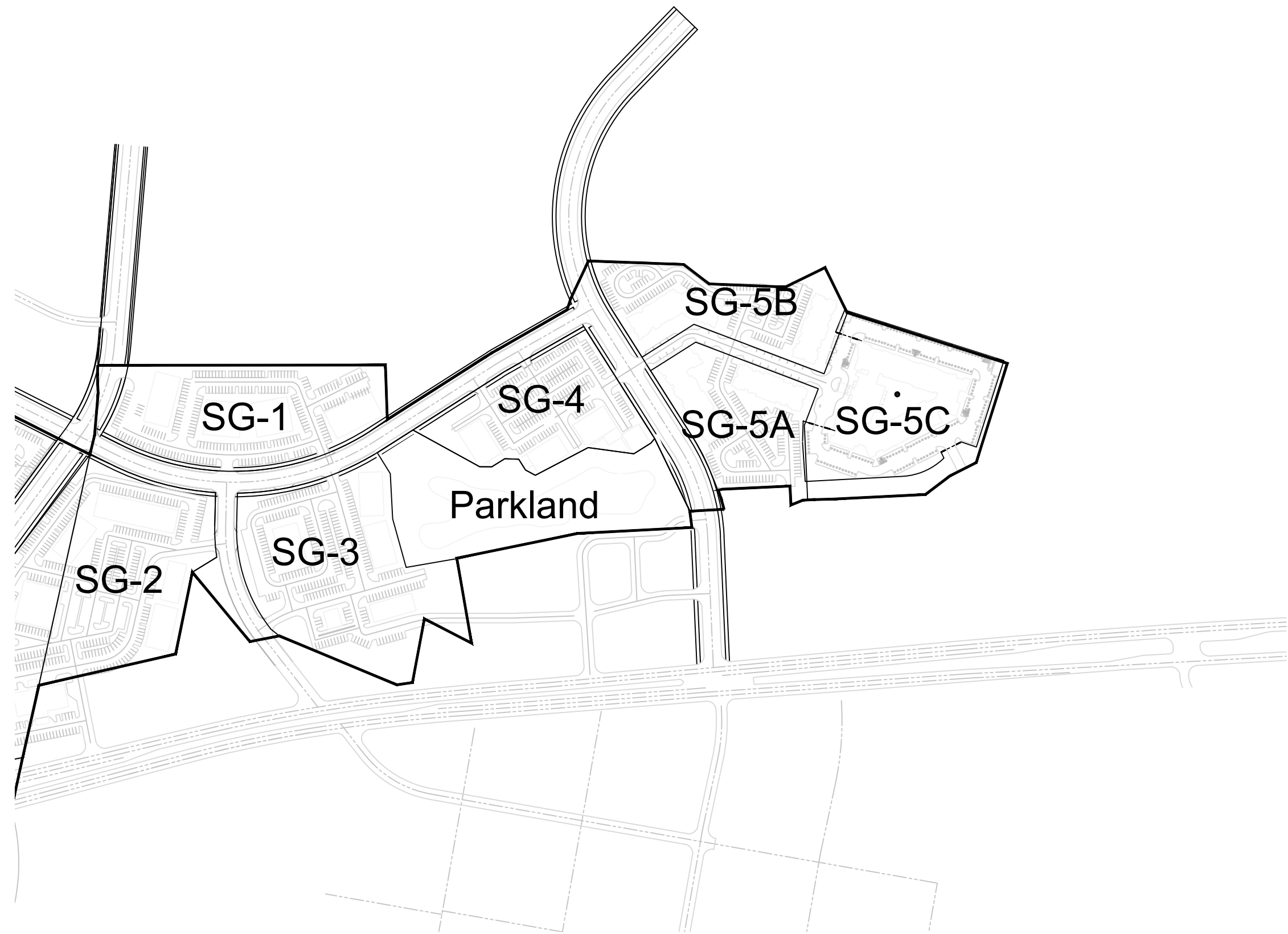
10814 Jollyville Road
Campus IV, Suite 200
Austin, TX 78759
512-418-1771
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

DWG NAME:
LAST SAVED:

K:\AUS_CIVIL\060241705 SHADOWVIEW SECTION 3\TRANSFER-NLS\ (LAND STRATEGIES INC)\2020 11 11 - ENTRADA GLEN LAND USE PLAN\ENTRADA GLEN OVERALL PLAN_06.24.2021.DWG
6/24/2021 8:32 AM

EXHIBIT E-2
ShadowGlen Parcel Plan and Land Use Summary Tables



Shadow Glen						
	SG1	4.33	Mixed Use /Retail	51,000	204	242
	SG2	6.98	Mixed Use /Retail	83,300	333.2	395
	SG3	5.56	Mixed Use /Retail	37,600	150.4	248
	SG4	3.21	Mixed Use /Retail	24,000	96	164
	SG5	10.91				
	SG5-A				132	134
			Retail	19,400		
			Multi - Family	105	98,000	
	SG5-B				145	146
			Retail	16,500		
			Multi - Family	115	106,200	
	SG5-C		Senior Living	150	150,000	188
	SG6	0	REMOVED FROM PID			0
	SG7	0	REMOVED FROM PID			0
	SG8	0	REMOVED FROM PID			0
			Retail			
			Multi - Family			
	Right of Way	4.53				
	Parkland	4.44				
	Portion of LEN dedicated to SG-2	-2.53				
	Shadow Glen Total Residential	10.91		370	354,200	
	Shadow Glen Total Commercial	20.08			231,800	1,061
						1,329
Shadow Glen Total Commercial Development						
				370	231,800	
					354,200	

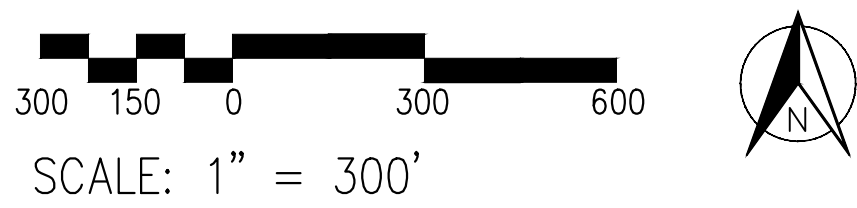


EXHIBIT "E-2"
SHADOWGLEN PARCEL AND
LAND USE SUMMARY PLAN

Kimley»Horn
10814 Jollyville Road
Campus IV, Suite 200
Austin, TX 78759
512-418-1771
State of Texas Registration No. F-928

EXHIBIT F
Regulating Plan Parkland and Open Space

GILLELAND CREEK GREENWAY TRAIL AND PARK FACILITIES THROUGH THE CITY OF MANOR



The Gilleland Creek Greenway Trail and Park Facilities through the City of Manor will provide a connection between the Future Travis County Gilleland Creek Greenway Trail (GCG Trail) and the future Austin to Manor Rail Trail while creating a sense of place for the greater Manor community to come together in either active or passive recreation. Various spaces across the park are linked by trails of varying width and material. The main circulation route of the GCG Trail through the park is approximately 0.75 miles in length and will serve as the extension of the GCG Trail as it crosses through the front door of the City of Manor along US 290. The GCG Trail is proposed to be 10 to 15 feet in width constructed of concrete and supports Potential Future GCG Trail Extensions as the park grows in use. The Secondary Trails are approximately 1 mile in length and provide pedestrian access and natural trail access constructed of stabilized earthen materials that will incorporate a multitude of BMPs to assure proper placement, longevity, and enjoyment. (See New Hampshire Bureau of Trails specifications for more information on recommended installation practices.) The Secondary Trails will vary from 4 to 8 feet in width throughout the park network. The Secondary Trails support a flexible pedestrian access plan that can expand and evolve as its popularity and use increases over time. There are 6 levels of planned amenities/facilities envisioned throughout the park providing possibilities of ADA Access, Open Recreation Spaces, Amphitheater, Overlook points, Observation Deck, Off-leash Dog Areas, and Shared Parking Areas within the Las Entradas development. Access to the collective trail system can also be found at 5 different trailhead locations at strategic points along the planned GCG Trail and the areas beyond. The planned facilities will serve to connect the residents of Manor and spark interactions between its users that will bring the outlying community together as an extension of our growing community.

- FUTURE TRAVIS COUNTY GILLELAND CREEK GREENWAY TRAIL (GCG TRAIL) (10 TO 15 FOOT WIDE)
- POTENTIAL FUTURE GCG TRAIL EXTENSION (10 TO 15 FOOT WIDE)
- FUTURE SECONDARY TRAIL (4 TO 8 FOOT WIDE)
- POTENTIAL FUTURE SECONDARY TRAIL (4 FOOT WIDE)
- OPEN RECREATION SPACE
- TRAILHEAD
- OVERLOOK LOCATION
- CREEK CROSSING
- PARK AMENITY/FACILITY

- PARK AMENITY/FACILITY LIST:
- OPEN RECREATION SPACE
 - AMPHITHEATER/OVERLOOK
 - ADA ACCESS
 - OVERLOOK
 - OBSERVATION DECK
 - POTENTIAL OFF-LEASH DOG AREA
 - SHARED PARKING AREA



DWYER REALTY
COMPANIES

EXHIBIT "F"

SCALE: 1" = 200'
06.09.2021



EXHIBIT G
Hill Lane Easement Agreement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ACCESS AND LANDSCAPE EASEMENT AGREEMENT (HILL LANE)

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

DATE: _____, 2021

GRANTOR: PROTESTANT EPISCOPAL CURCH COUNCIL OF THE
DIOCESE OF TEXAS, a Texas nonprofit corporation

GRANTOR'S ADDRESS: _____
Manor, Texas 78653

GRANTEE: THE CITY OF MANOR, TEXAS
a Texas home rule municipal corporation

GRANTEE'S ADDRESS: Attn: City Manager
105 E. Eggleston Street
Manor, Texas 78653

EASEMENT PROPERTY: A ten (10) foot wide strip of land more particularly described in **Exhibit “A”** attached hereto and incorporated herein, being a part of that certain 23.00 acre tract of real property owned by Protestant Episcopal Church Council of the Diocese of Texas and described in that certain instrument recorded in Document No. 2014080057 of the Official Public Records of Travis County, Texas

PROTESTANT EPISCOPAL CHURCH COUNCIL OF THE DIOCESE OF TEXAS, a Texas nonprofit corporation (“Grantor”), in exchange for good and valuable consideration and the agreements, terms, conditions and covenants herein set forth, the receipt and sufficiency of which are acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto THE CITY OF MANOR, TEXAS, a Texas home rule municipal corporation (“Grantee”), a non-exclusive utility, access and landscape easement (the “Easement”) in, over, under, through and across that certain ten (10) foot wide strip of Grantor’s real property more particularly described in **Exhibit “A”** attached hereto and incorporated for all purposes (the “Easement Property”), subject to the following agreements, terms, conditions and covenants (the “Easement Agreement”).

1. Purpose of Easement. The Easement expressly granted herein is for the purposes of: (a) construction, installation, operation, use, maintenance, repair, inspection, relocation, replacement, and restoration of driveways, crosswalks, walkways, sidewalks, multi-use trails, streetlights, parking, promenade structures and other access facilities with all associated steps, stairs, ramps, tunnels, walls, and other appurtenances which provide public connectivity and area for other recreational activities (collectively, the “Access Facilities”); and (b) installation, placement, maintenance, inspection, relocation, replacement, and restoration of trees, shrubbery, turf, flowers, other landscape improvements and related irrigation facilities (collectively, the “Landscaping”), together with a right of ingress and egress to and from same, in, over, under, through and across the Easement Property. The Access Facilities and Landscaping are referred to collectively as the “Facilities” herein.

2. Duration of Easement. The Easement is permanent in nature, shall run with the land, be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns, and shall forever encumber the Easement Property unless and until the Easement is abandoned. Upon the occurrence of such event, the Easement shall automatically terminate and be of no further force and effect without further action on the part of either Grantor or Grantee.

3. Non-Exclusiveness of Easement. The Easement is non-exclusive.

4. Rights and Obligations Related to Access Facilities. As between the parties to this Easement Agreement, Grantee shall be solely responsible for the operation, use, maintenance, repair, inspection, relocation, replacement and restoration of the Access Facilities, except to the extent Developer has damaged any of the Access Facilities. All Access Facilities constructed or installed by Developer shall be constructed and conveyed in accordance with one or more separate agreements between Developer and Grantee. This Section 4 shall not be construed to limit the liability of a third party that causes damages to the Access Facilities, and Grantee shall have and be entitled to pursue any and all remedies at law and in equity that Grantee may have as to such a third party.

5. Rights and Obligations Related to Landscaping. The subject Landscaping shall be maintained by the Developer or its assigns, which may include a municipal utility district, property management company, or homeowners’ association, through a license agreement with Grantee. All Landscaping installed by Developer shall be installed in accordance with one or more separate agreements between Developer and Grantee. This Section 5 shall not be construed to limit the liability of a third party that causes damages to the Landscaping, and Developer or its assigns, as applicable, shall have and be entitled to pursue any and all remedies at law and in equity as to such a third party.

6. Additional Grantee Rights and Obligations. Grantee, and Grantee’s successors and assigns, shall have the following rights and obligations with respect to the Easement, the Facilities and the Easement Property:

(a) Grantee shall have the right to prevent construction or maintenance of any structures or improvements within the Easement Property that may endanger or materially interfere with the efficiency, safety, or operation of the Facilities, or otherwise unreasonably interfere with the use of the Easement by Grantee or Grantee’s authorized agents or contractors. This provision shall not be construed to limit or restrict construction or maintenance of improvements that will

not endanger or materially interfere with the efficiency, safety, or operation of the Facilities;

(b) Grantee shall have the right to reasonably trim trees or other vegetation within the Easement Property to the extent that Grantee, in its reasonable judgment, deems necessary to prevent interference with or hazard to the operation of the Access Facilities; and

(c) Grantee and its contractors, agents, and employees shall have free and unrestricted access to the Access Facilities and every part of the Easement Property, at all times for the purpose of exercising any rights hereunder, including but not limited to, maintenance and repair of the Access Facilities. To the extent that it becomes necessary for Grantee in the exercise of any rights hereunder to disturb, excavate or otherwise damage any streets, roads, curbs, gutters or other surface improvements as required by City ordinances, rules and/or regulations within the Easement Property, Grantee shall be solely responsible for restoration of such surface improvements. Grantor shall have no obligation to restore any surface improvements within the Easement Property, except to the extent of any damages thereto that are directly caused by the negligence or willful misconduct of Grantor.

7. Additional Grantor Rights and Obligations. Subject to the agreements, terms, conditions and covenants herein set forth, Grantor reserves and shall have the right to use the Easement Property for any and all purposes that do not materially interfere with the efficiency, safety, or operation of the Facilities, or otherwise materially interfere with the use of the Easement by Grantee.

8. Reserved Rights of Developer. Grantor, Grantee and Developer anticipate that Developer will construct and install Facilities within the Easement Property and other utility improvements within the PUE, as herein defined, in accordance with separate agreements executed by Developer or its affiliates and Grantee or any other political subdivision or conservation and reclamation district, and that such agreements may be executed before, after or concurrently with this Easement Agreement. Developer expressly retains and reserves any and all rights to receive payment or reimbursement pursuant to such agreements for Facilities or improvements constructed or installed by Developer within the Easement Property or the PUE. Grantor and Grantee acknowledge such reservation by their execution of this Easement Agreement. Grantor further acknowledges that neither Grantor, nor any of Grantor's successors or assigns, shall have any right, title or interest in or to any of the Facilities or other improvements constructed by Developer within the Easement Property or the PUE.

9. Permitted Encumbrances. The Easement is expressly granted subject to all encumbrances, restrictions, liens, covenants, easements and other matters of record in the county where the Easement is located, and all matters visible or apparent on the ground that a true and correct survey would reveal, to the extent that the same are in existence as of the date hereof.

10. Existing Public Utility Easement. Without limiting the generality of the foregoing Section 9 above, the parties to this Easement Agreement acknowledge that the Easement Property is located within an existing fifteen (15) foot wide public utility easement, as depicted and described in the subdivision plat for St. Mary Magdalene Episcopal Church Final Plat, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201400143 of the Official Public Records of Travis County, Texas (the "PUE"). The rights and obligations hereunder are granted subject to, and shall be exercised in accordance with, the rights and obligations associated with the PUE. The parties further agree as follows with respect

to the PUE and improvements located therein:

(a) No party to this Easement Agreement shall have the right to construct or maintain any Facilities within the Easement Property that may reasonably be expected to permanently and materially interfere with the efficiency, safety, or operation of the improvements installed within the PUE, or otherwise unreasonably interfere with the use of the PUE, at the time such Facilities are constructed. This restriction shall not be construed to limit or restrict emergency or otherwise necessary construction or maintenance activities that are expected to cause temporary and minimal interference with use and operation of other Facilities, provided such interference is unavoidable and that those responsible for maintenance of the improvements within the PUE are given reasonable advance notice and all terms and conditions of this Easement Agreement and applicable laws are otherwise satisfied and observed;

(b) To the extent that it becomes necessary for a party to this Easement Agreement in the exercise of any rights hereunder to disturb, excavate or otherwise damage any Facilities or other improvements within the Easement Property, such party shall be responsible for identifying the location of any Facilities or other improvements within the Easement Property and providing notification to those responsible for maintenance of the Facilities or improvements within the PUE, and shall be solely responsible for the costs of restoration of any damaged Facilities or improvements to a condition substantially similar to that which existed prior to such damage; and

(c) This Easement Agreement shall not be construed to prevent the installation of improvements or facilities within the real property subject to the PUE. Without limiting the generality of the foregoing, the parties acknowledge that their respective rights under this Easement Agreement to install, maintain and otherwise use the Facilities within the Easement Property shall not prevent the installation, maintenance and use of other facilities or improvements within any portion of the real property subject to the PUE, including the Easement Property, as permitted by the PUE.

11. Abandonment. In the event of abandonment of the Easement by Grantee or Grantee's successors and assigns, neither Grantor nor any of Grantor's successors and assigns shall have any obligation to restore the Easement Property disturbed by the exercise of the rights granted herein, and in particular shall have no obligation to operate, maintain or remove any of the Facilities.

12. Assignment. The Easement and the rights of Grantee hereunder may be assigned only to a political subdivision of the State of Texas or other Texas governmental entity. Any such assignment of the Easement and the rights of Grantee hereunder must include an express assumption by the assignee of the obligations set forth herein.

13. Amendment or Modification. Any amendment or modification of this instrument must be in writing and duly executed and delivered by Grantor and Grantee, or their respective successors and assigns. Written acknowledgment by the Developer shall be required for any such amendment or modification to be effective to the extent that the Developer's rights or obligations under this Easement Agreement are affected thereby. Written acknowledgment by the Developer shall not be required for an amendment or modification that does not affect the Developer's rights or obligations under this Easement Agreement.

TO HAVE AND TO HOLD the Easement unto the said Grantee, and Grantee's successors and assigns, forever, or until terminated as provided herein, for the purposes stated herein; and Grantor does hereby bind itself and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Easement and the rights herein granted unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

GRANTOR:

PROTESTANT EPISCOPAL CHURCH COUNCIL
OF THE DIOCESE OF TEXAS
a Texas nonprofit corporation

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

THIS INSTRUMENT was acknowledged before me on this ____ day
of _____, 2021, by _____, as _____
of PROTESTANT EPISCOPAL CHURCH COUNCIL OF THE DIOCESE OF TEXAS, a Texas
non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

Printed/Typed Name of Notary
My Commission Expires: _____

My Commission Expires: _____

GRANTEE:

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

By: _____

Name: Mr. Thomas Bolt

Title: City Manager

Date: _____

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

THIS INSTRUMENT was acknowledged before me on this ____ day
of _____, 2021, by Thomas Bolt, as City Manager of THE
CITY OF MANOR, TEXAS, a Texas home rule municipal corporation, on behalf of said
municipal corporation.

Notary Public, State of Texas

Printed/Typed Name of Notary
My Commission Expires: _____

DEVELOPER:

COTTONWOOD HOLDING, LTD.,
a Texas limited partnership

By: _____

Name: Peter A. Dwyer

Title: _____

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____,
2021, by Peter A. Dwyer, as _____ of COTTONWOOD
HOLDING, LTD., a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

Printed/Typed Name of Notary
My Commission Expires: _____

EXHIBIT “A”
Easement Property

[Attached]

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

BEING a 0.135 acre (5,898 square feet - 10 foot wide) strip of land situated in the William Standerford Survey No. 69, Abstract No. 742, Travis County, Texas; and being a portion of that certain 23.00 acre tract conveyed to Protestant Episcopal Church of Diocese of Texas, recorded in Document No. 2014080057 of the Official Public Records of Travis County; and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod (with illegible plastic cap) found marking the northern-most corner of a called 181.445 acre Tract 1 described in instrument to Cottonwood Holding, Ltd in Volume 12266, Page 1144 of the Official Public Records of Travis County, and a southeast corner of said 23.00 acre tract on the southwesterly right-of-way line of Lexington Street (variable width right-of-way);

THENCE, departing the southwesterly right-of-way line of said Lexington Street and along the common line of said 23.00 acre tract and said 181.455 acre Tract 1 the following six (6) courses and distances:

1. in a southwesterly direction along non-tangent curve to the right, a central angle of 30°45'38", a radius of 35.00 feet, a chord bearing and distance of South 08°15'48" East, 13.26 feet, and a total arc length of 13.42 feet to the **POINT OF BEGINNING** of the herein described tract;
2. in a southwesterly direction, continuing along a non-tangent curve to the right, a central angle of 53°01'28", a radius of 25.00 feet, a chord bearing and distance of South 33°37'45" West, 22.32 feet, and a total arc length of 23.14 feet to a point for corner;
3. South 60°14'49" West, 220.49 feet to a 1/2 inch iron rod (with illegible plastic cap) found for corner;
4. in a southwesterly direction, along a non-tangent curve to the left, a central angle of 2°47'33", a radius of 760.00 feet, a chord bearing and distance of South 58°40'42" West, 37.04 feet, and a total arc length of 37.04 feet to a 1/2 inch iron rod (with illegible plastic cap) found for corner;
5. South 57°30'39" West, 320.38 feet to a 1/2 inch iron rod (with illegible plastic cap) found for corner and marking the southern-most corner of the herein described tract;
6. North 1°55'56" West, 11.61 feet to a point for corner;

THENCE, crossing said 23 acre tract, the following three (3) courses and distances:

1. North 57°30'43" East, 314.12 feet to a point of for corner;
2. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 2°49'07", a radius of 770.00 feet, a chord bearing and distance of North 58°39'36" East, 37.87 feet, and a total arc length of 37.88 feet to a point for corner;
3. North 60°14'49" East, 240.45 feet to the **POINT OF BEGINNING** and containing 0.135 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. To convert grid distances to surface, apply the combined SURFACE to GRID scale factor of 0.99992337881. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.



John G. Mosier
5-3-2021

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

**10' ACCESS AND
LANDSCAPE EASEMENT**
0.135 ACRES
WILLIAM STANDERFORD SURVEY
NO. 69, ABSTRACT NO. 742,
TRAVIS COUNTY, TEXAS.

Kimley»Horn

601 NW Loop 410, Suite 350
San Antonio, Texas 78216

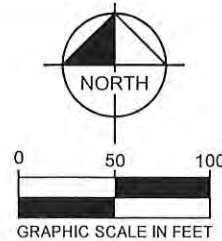
FIRM # 10193973

Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JBR	JGM	5/3/2021	069241705	1 OF 2

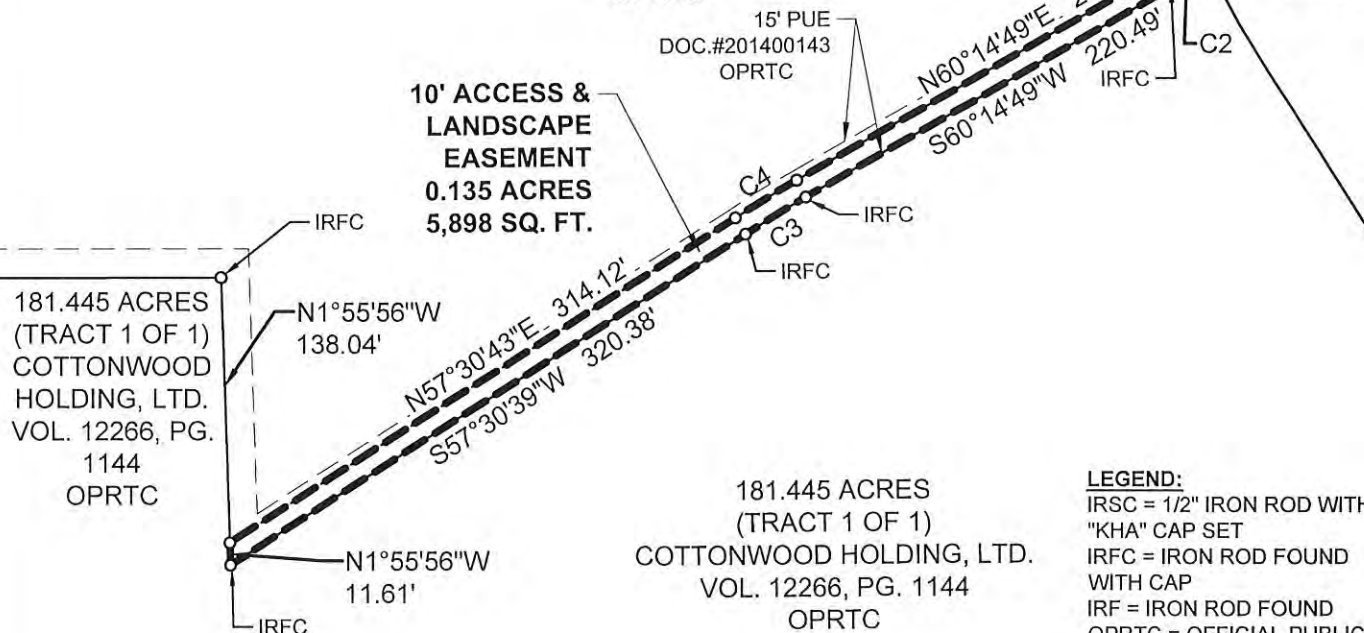
CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	30°45'38"	25.00'	13.42'	S08°15'48"E	13.26'
C2	53°01'28"	25.00'	23.14'	S33°37'45"W	22.32'
C3	2°47'33"	760.00'	37.04'	S58°40'42"W	37.04'
C4	2°49'07"	770.00'	37.88'	N58°39'36"E	37.87'



NOTES: THIS IS A BOUNDARY EXHIBIT BASED ON A FIELD SURVEY BY KIMLEY-HORN PERSONNEL. NO IMPROVEMENTS ARE SHOWN. ALL EXISTING EASEMENTS ARE NOT SHOWN. THIS IS NOT A LAND TITLE SURVEY. SEE THE SEPARATE LAND TITLE SURVEY UNDER JOB NUMBER 06241706 FOR ADDITIONAL INFORMATION.

PROTESTANT EPISCOPAL
CHURCH OF DIOCESE, TX
(LOT 1, BLOCK A,
ST. MARY MAGDALENE
EPISCOPAL CHURCH
SUBDIVISION)
23.00 ACRES
DOC.# 2014080057
OPRTC



LEGEND:

IRSC = 1/2" IRON ROD WITH
"KHA" CAP SET
IRFC = IRON ROD FOUND
WITH CAP
IRF = IRON ROD FOUND
OPRTC = OFFICIAL PUBLIC
RECORDS OF TRAVIS
COUNTY

NOTES:

The bearings shown hereon are based on the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83), as determined by the Global Positioning System (GPS). All distances shown hereon are on the SURFACE. To convert SURFACE distances to the GRID, apply the combined SURFACE to GRID scale factor of 0.99992337881. The unit of linear measurement is U.S. Survey Feet.

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com



John G. Mosier
5-2-2021

**10' ACCESS AND
LANDSCAPE EASEMENT**
0.135 ACRES
WILLIAM STANDERFORD SURVEY
NO. 69, ABSTRACT NO. 742,
TRAVIS COUNTY, TEXAS.

Kimley»Horn

12750 Merit Drive, Suite 1000
Dallas, Texas 75251

FIRM # 10115500

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBR	JGM	01/21/2020	069241705	2 OF 2

EXHIBIT "H"

Maintenance and Operation Agreement Form

MAINTENANCE AND OPERATIONS AGREEMENT BETWEEN CITY OF _____ AND _____ [OA].

This Maintenance and Operations Agreement (the “Agreement”) is entered into by the City of _____, a political subdivision of the State of Texas situated in _____ County, Texas (the “City/County”), and _____, a Texas _____ (“Licensee”), effective as of _____, 2020 (the “Effective Date”), upon the terms and conditions set forth below.

I. DEFINED TERMS

- A. “Development Agreement” means _____.
- B. “Service and Assessment Plan” means _____.
- C. “Public Amenities” means _____. The Public Amenities are further described and depicted on Exhibit “A”.
- C. “Financing Agreement” means the _____.
- D. “Open Space” means the areas owned by the Licensee on which the Public Amenities are located, further described and depicted on Exhibit “___”.
- E. “District” means _____.

II. PURPOSE OF LICENSE AGREEMENT

- A. The City grants to Licensee permission to operate and maintain the Public Amenities. The City makes this grant solely to the extent of its right, title, and interest in the Public Amenities, without any express or implied warranties.
- B. Licensee agrees that all maintenance and operations permitted by this Agreement with respect to the Public Amenities shall be done in compliance with all applicable city, county, state and/or federal laws, ordinances, regulations, and policies now existing or later adopted, and the “Applicable Rules”, as such term is defined in Section 1.2 of the Development Agreement.

III. ANNUAL FEE

No annual fee shall be due to the City in connection with this Agreement, and the City will not compensate Licensee for the maintenance and operation of the Public Amenities.

IV. INSURANCE

- A. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company reasonably acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The City may require the Licensee to increase the combined single limit of such coverage from time to time in the reasonable discretion of the City. Such insurance coverage shall specifically name the City as an additional-insured. The insurance

shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement. Licensee may satisfy the insurance requirement herein by blanket policies covering property in addition to the Public Amenities. Licensee shall be responsible for any deductibles stated in the policy. A certificate of insurance evidencing such coverage shall be delivered to the City Manager on or before the Licensee's use or occupancy of the Public Amenities.

B. Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse and shall provide the City where possible thirty (30) days written notice as evidenced by a return receipt of registered or certified mail of any anticipated cancellation, reduction, restriction, or other limitation thereafter established under such policy of insurance.

V. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including reasonable attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by Licensee's use of the Public Amenities under this Agreement. This indemnification provision, however, shall not apply to any claims, suits, demands, judgments, damage, costs, losses, expenses, or other liability for personal injury, death, or damage to any person or property (i) for which the City shall have been compensated by insurance provided under Paragraph IV above, or (ii) arising solely from the negligence or willful acts or omissions of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any and all damage to the Public Amenities unless such damage is as a result of acts or omissions by the City.

B. Maintenance. Licensee shall maintain the Public Amenities in good repair, working order, and good condition, and in compliance with this Agreement, the Development Agreement, and the Financing Agreement, as applicable. The City may require Licensee to take action to maintain the Public Amenities in compliance with this Agreement, including, but not limited to, the removal of dead or dying vegetation placed by Licensee within the Open Space, and rebuilding and reconstructing the Public Amenities, save and except that removal or repairs due to normal wear and tear such action shall be completed within thirty (30) days (or such reasonable period of time if thirty (30) days is not feasible) following receipt of a written request from the City.

C. Operation. Licensee shall operate the Public Amenities in accordance with applicable State and federal regulations for the operation of the facilities comprising the Public Amenities.

D. Removal or Modification. No Public Amenities may be modified or removed without the prior written consent of the City/County.

E. Default. In the event that Licensee fails to maintain the Public Amenities as provided in this Agreement and the Development Agreement, or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and if Licensee does not satisfactorily remedy the same within the thirty (30) day period (provided that the City shall allow such additional time as may be reasonably necessary for Licensee to cure any failure as long as Licensee commences such cure

within the thirty (30) day period provided and diligently pursues such cure thereafter and as long as such additional time does not exceed ninety (90) days from the date of the notice) the City may pursue its remedies under Paragraph XI below.

City Address:

City of
Attention: City Manager

_____, Texas _____

Licensee Address:

Attn: _____

VII. COMMENCEMENT

This Agreement shall begin on the Effective Date and continue thereafter for as long as the Public Amenities are used and operated by the Licensee.

VIII. TERMINATION

Notwithstanding any other term, provision, or condition of this Agreement and the Development Agreement, subject only to prior written notification to Licensee, this Agreement is revocable by the City if Licensee fails to comply with the terms and conditions of this Agreement beyond applicable notice and cure periods, including but not limited to the insurance requirements specified herein. The City agrees that, if the City terminates this Agreement, the City will operate and maintain the Public Amenities in the manner contemplated by the Development Agreement with reimbursement of City's costs to operate and maintain the Public Amenities by Licensee. The City may further terminate and revoke this Agreement if:

A. The Public Amenities, or a portion of them, constitute a danger to the public which the City deems not to be remediable by alteration or maintenance of such Public Amenities; or

B. Maintenance or alteration necessary to alleviate a danger to the public has not been made after the notice and cure periods provided herein have lapsed.

IX. FUNDING MAINTENANCE OBLIGATION

Licensee will establish periodic homeowner's association dues and assessments, to be charged and paid by the lot owners within the property under the jurisdiction of Licensee pursuant to such bylaws, rules, regulations, and restrictive covenants established by Licensee (collectively, "Association Regulations"), in order to maintain and operate the Public Amenities as provided in this Agreement. The Association Regulations will require the periodic dues and assessments to be increased from time to time as necessary to provide the funds required for the maintenance and operation of the Public Amenities, and to provide funds required for the management and operation of Licensee.

X. REMEDIES

The City will be entitled to judicially enforce Licensee's obligations under this Agreement pursuant to the Association Regulations. Licensee also agrees that, in the event of any default on its part under this Agreement, the City shall have available to it equitable remedies including, without limitation, the right to obtain a writ of mandamus or an injunction, or seek specific performance against Licensee to enforce Licensee's obligations under this Agreement.

XI. EMINENT DOMAIN

If any portion of the Public Amenities is taken by eminent domain by a governmental authority other than the City, this Agreement shall terminate as to the affected portion of the Public Amenities so condemned.

XII. INTERPRETATION

This Agreement shall, in the event of any dispute over its intent, meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

XIII. APPLICATION OF LAW

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible consistent with the intent of the parties as evidenced by this Agreement.

XIV. SPECIFIC PERFORMANCE

If either party materially breaches the terms of this License Agreement, such material breach shall be an event of default. In that event, the nondefaulting party to this License Agreement may pursue the remedy of specific performance.

XV. VENUE

Venue for all lawsuits concerning this Agreement will be in _____ County, Texas.

XVI. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT

This Agreement and all of the covenants herein shall run with the Public Amenities; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

XVII. AMENDMENT

This License Agreement may be amended only by an instrument in writing signed and approved by both parties.

XVIII. ASSIGNMENT

Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City.

XIX. POWER AND AUTHORITY

A. The City hereby represents and warrants to Licensee 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/orders, 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. Licensee hereby represents and warrants to the City that Licensee has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of Licensee. Concurrently with Licensee's execution of this Agreement, Licensee has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of Licensee to do so. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Licensee, and is enforceable in accordance with its terms and provisions.

* * *

[SIGNATURE PAGE FOLLOWS]

TERMS AND CONDITIONS ACCEPTED, this the ____ day of _____, 20__.

LICENSOR:

City _____

By: _____

Name: _____

Title: _____

LICENSEE:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____, Mayor/_____, City of _____, Texas, on behalf of the City/County.

Notary Public - State of Texas

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____, of _____, a Texas _____, on behalf of the _____.

Notary Public - State of Texas

AFTER RECORDING RETURN TO:

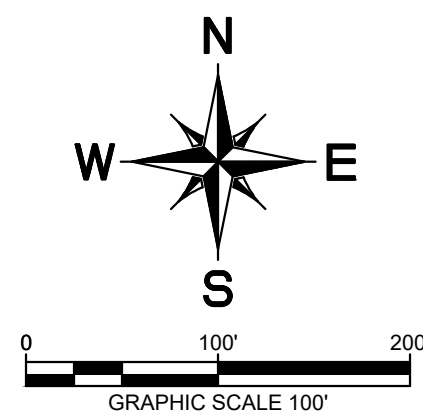
Exhibit “A”
Public Amenities

EXHIBIT I
Code Modifications

1. Industrial areas with loading docks facing a roadway or major drive aisle shall comply with buffer yard landscaping requirements along the roadway or major drive aisle frontage for each affected roadway or major drive aisle as set forth in the City's Code of Ordinances.
2. Industrial areas shall have a maximum limit of ten (10) loading docks along a façade which faces a roadway or major drive aisle.

EXHIBIT J
Reserved

EXHIBIT K
Alternate Entrada Boulevard Alignment



ENTRADA BOULEVARD
REALIGNMENT



EXHIBIT "K"

Kimley»Horn

10814 Jollyville Road
Campus IV, Suite 200
Austin, TX 78759
512-418-1771
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.