

COUNTY OF TRAVIS)
)
CITY OF MANOR) **SIDEWALK ESCROW AGREEMENT**

THIS AGREEMENT (the, "Agreement"), entered into this 14th day of AUGUST, 2023, by and between **The City of Manor Texas**, a Texas municipal corporation (the, "City"), and **Transpak, Inc.**, a California corporation (the, "Developer"), for the purpose of establishing the terms and conditions under which the Developer will make a cash deposit with the City to be held in escrow to secure the performance and duties of the Developer in regards to the Project Obligations, as defined hereinbelow. The City and the Developer are at times referred to as the, "Parties," in this Agreement.

RECITALS

WHEREAS, Section 15.01.001(c)(9) of Chapter 15 of the Code of Ordinances of the City of Manor, Texas, requires of all site development plans a sidewalk along all public right-of-way frontages; and

WHEREAS, the Developer has requested to pay to the City funds in sufficient amount to cover the cost of the construction of the required sidewalk instead of constructing the sidewalk with the provided site plans; and

WHEREAS, the City has agreed to this arrangement, subject to the terms and conditions recited hereinbelow.

NOW THEREFORE, the Parties, for in good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, contract, covenant, and agree as follows:

1. The Developer is the owner of the 19.81 acre parcel of land out of the James Manor Survey Number 40, Abstract Number 546, Travis County, Texas, said parcel of land being a portion of a called 104.825 acre tract of land conveyed to Las Entradas Development Corporation, as recorded in document number 2007002485 of the Official Public Records of Travis County, Texas, located in the City of Manor, Texas, as described in that certain deed recorded document number 2022046107 in the Official Public Records of Travis County, Texas (the, "Property").
2. The site plan 2022-P-1502-SP TransPak Manor Site Plan (the, "Site Plan") indicates the sidewalk that the Developer is making payment to the City in lieu of construction of the sidewalk (the, "Sidewalk"). This Agreement absolves the Developer from the construction of the indicated sidewalk and does not relieve the Developer from any duties imposed upon the Developer by any other agreements, ordinances, regulations, or laws in relation to the Property or the aforementioned site plan.
3. The Developer hereby deposits Twenty Four Thousand Five Hundred Twenty Five dollars (\$24,525.00) (the, "Cash Deposit") with the City in lieu of constructing the sidewalk as required by city ordinance. The Cash Deposit absolves the Developer from the responsibility of the design, installation, completion, or final acceptance of the construction of the Sidewalk.
4. This Agreement may be executed in several counterparts, each of which so executed shall be an original. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement embodies the entire agreement among the Parties, supersedes all prior agreements and understandings, if any, relating

to the subject matter hereof, and may be amended only by an instrument in writing executed collectively by each of the Parties hereto. The laws of the State of Texas shall govern the rights and duties of the Parties hereto and the validity, construction, enforcement and interpretation hereof; and the Parties hereto hereby irrevocably agree that in the event of any dispute involving this Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Travis County, Texas. The Parties agree that time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by our duly authorized representatives as of the 14th day of AUGUST, 2023.

The City of Manor Texas
a Texas municipal corporation

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

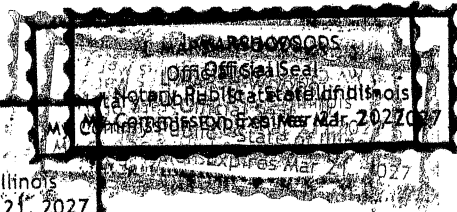
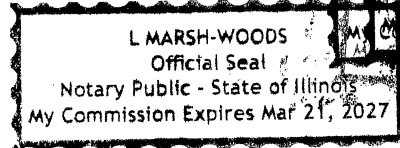
Developer:

Transpak Manor Facility LLC
a Texas Limited Liability Company

By: Robert M L

Name: Robert "Bert" Inch, Jr.

Title: Managing Member



INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Illinois
County of Cook } ss.

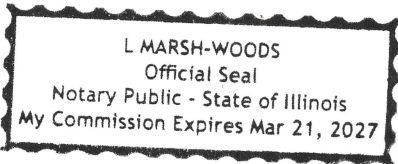
On this the 14TH day of August, 2023, before me,
Day Month Year

L Marsh-Woods, the undersigned Notary Public,
Name of Notary Public

personally appeared Robert Fuchs
Name(s) of Signer(s)

- personally known to me – OR –
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.



WITNESS my hand and official seal.
L Marsh-Woods
Signature of Notary Public

L Marsh-Woods
Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

Place Notary Seal/Stamp Above

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ESOPow (Sidewalk) Agreement
Document Date: 08/14/2023 Number of Pages: 1
Signer(s) Other Than Named Above: NO OTHER SIGNER