

ORDINANCE NO. 804

AN ORDINANCE OF THE CITY OF MANOR MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE NEWHAVEN PUBLIC IMPROVEMENT DISTRICT; PROVIDING FOR THE METHOD OF ASSESSMENT OF SPECIAL ASSESSMENTS AGAINST PROPERTY IN THE DISTRICT; APPROVING ASSESSMENT ROLLS FOR THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT; PROVIDING FOR PAYMENT OF THE SPECIAL ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; ESTABLISHING A LIEN ON PROPERTY WITHIN THE DISTRICT; APPROVING A SERVICE AND ASSESSMENT PLAN; PROVIDING FOR RELATED MATTERS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY.

WHEREAS, a petition (the “*Petition*”) was submitted by Gregg Lane Dev LLC, a Texas limited liability company, and filed with the City Secretary of the City (the “*City Secretary*”) on March 17, 2022, pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “*PID Act*”), requesting the creation of a public improvement district located in the City to be known as the Newhaven Public Improvement District (the “*District*”); and

WHEREAS, the Petition contained the signatures of the owners of taxable property representing more than fifty-percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Travis Central Appraisal District, and the signatures of property owners who own taxable real property that constitutes more than fifty-percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on July 19, 2023, after due notice, the City Council of the City (the “*City Council*”) held a public hearing in the manner required by law on the advisability of the improvement projects and services described in the Petition as required by Section 372.009 of the PID Act; and

WHEREAS, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2023-28 adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, the City Council, pursuant to Section 372.016 of the PID Act, has filed the proposed “Assessment Roll” for the District with the City Secretary and made the proposed Assessment Roll subject to public inspection, and also directed and caused the City Secretary to publish notice of a public hearing on September 12, 2025 in *The Manor Journal*, a newspaper of general circulation in the City, for the consideration of the proposed “Assessments” (the “*Assessments*”) and the 2025 Service and Assessment Plan (defined herein), and, on September

8, 2025, mailed notice of the public hearing to the last known address of each property owner liable for such assessments; and

WHEREAS, on October 1, 2025, the City Council convened the public hearing, and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to make any objection to the proposed Assessment Roll and the Assessments; and

WHEREAS, at the October 1, 2025, public hearing referenced above, there were no written objections or evidence submitted to the City Secretary in opposition to the 2025 Service and Assessment Plan, the allocation of Actual Costs (defined herein), the Assessment Roll, or the levy of the Assessments; and

WHEREAS, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City Secretary or the City, the City Council closed the hearing; and

WHEREAS, the apportionment of the Costs to be assessed against the property in the District, as reflected in the Assessment Rolls and in the service and assessment plan, a copy of which is attached hereto as ***Exhibit A*** and is incorporated herein (the attached service and assessment plan, the “2025 Service and Assessment Plan”), is fair and reasonable and is made on the basis of special benefits accruing to each parcel because of the Authorized Improvements, and results in the imposing of equal shares of the Costs on property that is similarly benefitted, and the apportionment of the Costs between the City and the area to be assessed is based on reasonable classifications and formulas; and

WHEREAS, the 2025 Service and Assessment Plan covers a period of at least five years, defines the District’s annual indebtedness and projected Costs, and states provisions relating to due and delinquency dates for the Special Assessments, interest on Annual Installments, and procedures in connection with the imposition and collection of the Special Assessments; and

WHEREAS, the owners of 100% of the privately-owned and taxable property located within the District, and who are persons to be assessed pursuant to this Ordinance, executed and presented to the City Council on _____, 2025, a Landowner Agreement (the “Landowner Agreement”) in which said owners acknowledge, accept, and approve of, without reservation, the 2025 Service and Assessment Plan, Assessment Rolls, this Ordinance, and the levy of the Special Assessments against their property located within the District, and agree to pay the Special Assessments when due and payable; and

WHEREAS, the City Council finds and determines that the Assessment Rolls, and the 2025 Service and Assessment Plan in a form substantially similar to the attached ***Exhibit A***, should be approved, that the Landowner Agreement in a form substantially similar to the attached ***Exhibit B*** should be approved, and that the Special Assessments should be levied as provided in this Ordinance and the 2025 Service and Assessment Plan.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR THAT:

Section 1. Findings. The findings and recitations set out in this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. Public Hearing. The action of the City Council holding and closing the public hearing in these proceedings is hereby ratified and confirmed.

Section 3. Terms. Terms not otherwise defined herein are defined in the 2025 Service and Assessment Plan substantially in the form attached hereto as *Exhibit A* (2025 Service and Assessment Plan).

Section 4. Service and Assessment Plan. The 2025 Service and Assessment Plan is hereby approved as the service and assessment plan for the District in substantially the form attached to this Ordinance and the Mayor, the Mayor Pro Tem, the Finance Director, and the City Manager are hereby authorized to make such non-substantive changes to the 2025 Service and Assessment Plan as may be required to give full effect to this Ordinance and to the 2025 Service and Assessment Plan attached hereto.

Section 5. Assessment Rolls. The Assessment Rolls, attached as Exhibit F-1 to the 2025 Service and Assessment Plan, are hereby approved as the Assessment Rolls of the District.

Section 6. Levy and Payment of Special Assessments for Costs of Improvement Project. (a) The City Council hereby levies an assessment on each tract of property located within the District, except for the Non-Benefitted Property, as shown and described on the 2025 Service and Assessment Plan and the Assessment Rolls, in the respective amounts shown on the Assessment Rolls. There is further levied and assessed against each tract of property located within the District, except for the Non-Benefitted Property, additional annual assessments for the Annual Collection Costs and the Additional Interest, as described in the 2025 Service and Assessment Plan, which shall be part of the Special Assessment and the Annual Installment. The amount of the Annual Installment shall be reviewed and determined annually by the City Council following the City Council's annual review of the 2025 Service and Assessment Plan for the District. Pursuant to Section 372.015(d), the amount of assessment for each property owner may be adjusted following the annual review of the 2025 Service and Assessment Plan.

(b) The levy of the Special Assessments related to the District shall be effective on the date of execution of this Ordinance levying assessments and strictly in accordance with the terms of the 2025 Service and Assessment Plan.

(c) The collection of the Special Assessments shall be as described in the 2025 Service and Assessment Plan.

(d) Each Special Assessment may be paid in Annual Installments pursuant to the terms of the 2025 Service and Assessment Plan.

(e) Each Special Assessment may be paid in advance in any amount as provided in subsection 372.018(f) of the PID Act and Section VI.E of the 2025 Service and Assessment Plan.

(f) Each Special Assessment shall bear interest at the rate or rates specified in the 2025 Service and Assessment Plan.

(g) Each Annual Installment shall be collected each year in the manner set forth in the 2025 Service and Assessment Plan.

(h) The Annual Installments for Assessed Properties shall be calculated pursuant to the terms of the 2025 Service and Assessment Plan.

Section 7. Method of Assessment. The method of apportioning the Costs is set forth in the 2025 Service and Assessment Plan.

Section 8. Penalties and Interest on Delinquent Special Assessments. Delinquent Special Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the 2025 Service and Assessment Plan. The Special Assessments shall have lien priority as specified in the PID Act and the 2025 Service and Assessment Plan.

Section 9. Lien Property. (a) As provided in that certain Landowner Agreement between the City and the Landowner, dated _____, 2025, the City Council and the Landowner intend for the obligations, covenants and burdens on the Landowner of the Assessed Property, including without limitation such Landowner's obligations related to payment of the Special Assessments and the Annual Installments, to constitute a covenant running with the land. The Special Assessments and the Annual Installments levied hereby shall be binding upon the Owners, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Special Assessments shall have lien priority as specified in the PID Act and the 2025 Service and Assessment Plan.

(b) The Special Assessments and Annual Installments levied and assessed against the property within the District as provided in this Ordinance and the 2025 Service and Assessment Plan, together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a lien upon each tract of property within the District against which the same are levied and assessed, and a personal liability and charge against the real and true owners of each such tract, including the successors and assigns, whether such owners be named herein or not, and said liens shall be and constitute the first enforceable lien and claim against the lot on which such assessments are levied, and shall be a first and paramount lien thereon, superior to all other liens and claims except state, county, school district and City ad valorem taxes.

Section 10. Approval of Landowner Agreement. That certain Landowner Agreement (the "Landowner Agreement"), between the City and the Landowner is hereby authorized and approved in the substantially final form attached hereto as ***Exhibit B*** and incorporated herein as a part hereof for all purposes and the Mayor or Mayor Pro Tem of the City is hereby authorized

and directed to execute and deliver such Landowner Agreement with such changes as may be required to carry out the purposes of this Ordinance. The Mayor's or Mayor Pro Tem's signature on the Landowner Agreement may be attested by the City Secretary.

Section 11. Appointment of Administrator and Collector of Assessments. (a) P3Works, LLC is hereby appointed and designated as the initial Administrator of the 2025 Service and Assessment Plan and of Special Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the 2025 Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) The Finance Director of the City or her designee is hereby appointed as the temporary collector of the Special Assessments. The Finance Director or her designee shall serve in such capacity until such time as the City shall arrange for the collection duties to be performed by the Travis County Tax Office or any other qualified collection agent selected by the City.

Section 12. Applicability of Tax Code. To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code governing enforcement of ad valorem tax liens shall be applicable to the imposition and collection of Special Assessments by the City, and the Texas Tax Code shall otherwise be applicable to the extent provided by the PID Act.

Section 13. Severability. If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 14. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the 2025 Service and Assessment Plan and the Assessment Rolls, to be recorded in the real property records of Travis County by no later than the seventh day after the City Council passes and approves this Ordinance. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council by no later than the seventh day after the City Council adopts each Annual Service Plan Update.

Section 15. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the PID Act, and it is accordingly so ordained.

Section 16. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED, APPROVED AND EFFECTIVE THIS 1ST DAY OF OCTOBER 2025.

Dr. Christopher Harvey, Mayor
City of Manor, Texas

ATTEST:

Lluvia T. Almaraz, City Secretary
City of Manor, Texas

EXHIBIT A

**SERVICE AND ASSESSMENT PLAN FOR THE
NEWHAVEN PUBLIC IMPROVEMENT DISTRICT**

EXHIBIT B

LANDOWNER AGREEMENT

NEWHAVEN PUBLIC IMPROVEMENT DISTRICT

LANDOWNER AGREEMENT

between

THE CITY OF MANOR, TEXAS

and

GREGG LANE DEV, LLC

Dated as of:

_____, 2025

**LANDOWNER AGREEMENT
(Newhaven Public Improvement District)**

This **LANDOWNER AGREEMENT** (this “Agreement”) is entered into between the CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation (the “City”) and GREGG LANE DEV, LLC, a Texas limited liability company (“Gregg Lane”), (individually “Party” or collectively “Parties”). This Agreement shall be effective as of ____ __, 2025 (the “Effective Date”).

RECITALS

WHEREAS, Gregg Lane owns land located in Travis County, Texas (the “County”) more particularly described in Exhibit “A” attached hereto (the “Land”).

WHEREAS, the Land constitutes taxable, privately-owned land located within the Newhaven Public Improvement District (the “District”) created pursuant to the authority of Chapter 372, Texas Local Government Code (as may be amended, the “PID Act”) in Resolution No. 2023-28 passed on July 19, 2023 (the “Creation Resolution”);

WHEREAS, Gregg Lane and the City entered into that certain Newhaven Public Improvement District Financing and Reimbursement Agreement dated September 4, 2024 (as such agreement may be amended from time to time, the “PID Financing Agreement”), relating to, among other matters, the construction and financing of the “Authorized Improvements” as defined therein, the levy of Special Assessments (defined below) within the Land, the reimbursement of Gregg Lane for the costs of the Authorized Improvements and the issuance of revenue bonds secured by such Special Assessments (“PID Bonds”);

WHEREAS, the City Council of the City (the “City Council”) has concurrently herewith adopted an assessment ordinance (Ordinance No. _____) (including all exhibits, the “Assessment Ordinance”) that levied an “Assessment” on each “Assessed Property” within the District, which Special Assessments will be used to reimburse Gregg Lane for the costs of the Authorized Improvements or, if PID Bonds are issued by the City, pledged as security for the payment of such PID Bonds to pay for, among other things, the costs of constructing the Authorized Improvements;

WHEREAS, a copy of the Assessment Ordinance is attached hereto as Exhibit “B”;

WHEREAS, the Assessment Ordinance includes a copy of the Newhaven Public Improvement District 2025 Service and Assessment Plan (as updated and amended from time to time, the “Service and Assessment Plan”); and

WHEREAS, the Service and Assessment Plan includes an “Assessment Roll” setting forth the amount of the Assessment for each Assessed Property, including the amount of the “Annual Installment” for each Special Assessment paid in installments; and

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the Parties agree as follows:

ARTICLE I
DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined in this Agreement (including the exhibits hereto) shall have the meanings given to them in the PID Financing Agreement.

Affirmation of Recitals. The matters set forth in the Recitals of this Agreement are true and correct and are incorporated in this Agreement as official findings of the City Council.

ARTICLE II
AGREEMENT OF LANDOWNER

A. Landowner ratifies, confirms, accepts, agrees to, and approves:

(i) the creation of the District, the boundaries of the District, and the boundaries of the Assessed Properties;

(ii) the location and construction of the Authorized Improvements which confer a special benefit on the Assessed Properties;

(iii) the determinations and findings of special benefit to the Assessed Properties made by the City Council in the Assessment Ordinance and Service and Assessment Plan;

(iv) the Assessment Ordinance and the Service and Assessment Plan; and

(v) the Buyer Disclosure in the form attached to the Service and Assessment Plan; and

B. Landowner consents, acknowledges, accepts, and agrees:

(i) to the Special Assessments levied against the applicable Assessed Properties in the District as shown on the Assessment Roll, as the Assessment Roll may be amended from time to time;

(ii) that the Authorized Improvements confer a special benefit on the Assessed Properties in an amount that exceeds the Special Assessments against the Assessed Properties as shown on the Assessment Roll;

(iii) that the Special Assessments against the Assessed Properties are final, conclusive, and binding upon the Landowner and its successors and assigns;

(iv) to pay the Special Assessments against the Assessed Properties when due and in the amounts stated in the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;

(v) that each Special Assessment or reassessment against the Assessed Properties, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Assessed Properties, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Assessed Properties regardless of whether the owner is named;

(vi) that the Assessment liens on the Assessed Properties are liens and covenants that run with the land and are effective from the date of the Assessment Ordinance and continue until the Special Assessments are paid in full and may be enforced by the governing body of the City in the same manner that ad valorem tax liens against real property may be enforced;

(vii) that delinquent installments of Special Assessments against the Assessed Properties shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) that the owner of an Assessed Property may pay at any time the entire Assessment against the Assessed Property, with interest that has accrued on the Assessment to the date of such payment;

(ix) that Annual Installments may be adjusted, decreased, and extended and that owners of the Assessed Properties shall be obligated to pay such Annual Installments as adjusted, decreased, or extended, when due and without the necessity of further action, assessments, or reassessments by the City Council; and

(x) that the Landowner has received, or hereby waives, all notices required by State law (including, but not limited to the PID Act) in connection with the creation of the District and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Assessment Roll.

C. Landowner further agrees that the City may record in the real property records of the County a copy of the Creation Resolution and this Agreement, including the exhibits attached hereto that evidence the lien and encumbrance created upon the Landowner's Assessed Properties by the Assessment Ordinance.

D. Landowner hereby waives:

(i) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District, defining the Assessed Properties, adopting the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll, levying of the Special Assessments, and determining the amount of the Annual Installments of the Special Assessments;

(ii) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the approval of the Assessment Ordinance, Service and Assessment Plan, and

Assessment Roll and regarding the levying of the Special Assessments and determining the amount of the annual installments of the Special Assessments;

(iii) any and all actions and defenses against the adoption or amendment of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;

(iv) any and all actions and defenses against the City's finding of "special benefit" pursuant to the PID Act and as set forth in the Service and Assessment Plan and the levying of the Special Assessments and determining the amount of the annual installments of the Special Assessments; and

(v) any right to object to the legality of the Assessment Ordinance, Service and Assessment Plan, Assessment Roll, or Special Assessments or to any proceedings connected therewith.

ARTICLE III

TEXAS PROPERTY CODE SECTION 5.014 NOTICE

A. Section 5.014 of the Texas Property Code requires that a seller of residential real property that is located in a public improvement district and that consists of not more than one dwelling unit shall give to the purchaser of the property written notice of the district in substantially the form set forth in the Service and Assessment Plan. The seller is required to deliver the notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the required notice, the references to the street address, the date in the notice, and the purchaser's signature may be omitted.

B. As the property in the District is developed, a notice substantially in the form as the notice attached to the Service and Assessment Plan (as may be updated and amended from time to time) will be prepared and provided to any purchaser of an Assessed Property located in the District. If Section 5.014 of the Texas Property Code is amended, said amendment will control the notice to be provided as of the effective date of such amendment.

ARTICLE IV

DEDICATION OF AUTHORIZED IMPROVEMENTS

Landowner acknowledges that the Authorized Improvements, together with the land, easements, or other rights-of-way needed for the Authorized Improvements, shall be dedicated, conveyed, leased, or otherwise provided to or for the benefit of the City, County, or other applicable governmental authority (as applicable). Landowner will execute such conveyances and/or dedications as may be reasonably required to evidence the same.

ARTICLE V

MISCELLANEOUS

A. Notices. Any notice or other communication (a "Notice") required or

contemplated by this Agreement shall be given at the addresses set forth below. Notices as to one or more Assessed Properties shall only be given to the Landowner that owns the applicable Assessed Properties. Notices as to all of the Land shall be given to all Landowners. Notices shall be in writing and shall be deemed given: (i) five business days after being deposited in the United States Mail, Registered or Certified Mail, Return Receipt Requested; or (ii) when delivered by a nationally recognized private delivery service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the delivery address. Each Party may change its address by written notice to the other Parties in accordance with this section.

Gregg Lane:
Gregg Lane Dev, LLC
101 Parklane Blvd., Suite 102
Sugarland, TX 77478

With copy to:
Metcalf Wolff Stuart Williams, LLP
Attn: Talley J. Williams
221 West 6th Street, Suite 1300
Austin, Texas 78701

City:
City of Manor, Texas
Attn: City Manager
105 East Eggleston Street
Manor, Texas 7865

With a copy to:
The Knight Law Firm, LLP
Attn: Veronica Rivera
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

C. Parties in Interest. In the event of the sale or transfer of an Assessed Property or any portion thereof, the purchaser or transferee shall be deemed to have assumed the obligations of the Landowner with respect to such Assessed Property or such portion thereof, and the seller or transferor shall be released with respect to such Assessed Property or portion thereof. Notwithstanding the foregoing, if PID Bonds are issued by the City, the holders of PID Bonds are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties, subject to the limitations set forth in an Indenture.

D. Amendments. This Agreement may be amended only by a written instrument executed by all the Parties. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the Land and recorded in the Real Property Records of the County.

E. Estoppels. Within 10 days after written request from any Party, the other Parties shall provide a written certification indicating whether this Agreement remains in effect as to an Assessed Property and whether any Party is then in default hereunder.

F. Termination. This Agreement shall terminate as to each Assessed Property upon payment in full of the Assessment against the Assessed Property.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED by the Parties on the dates stated below.

THE CITY OF MANOR, TEXAS

By: _____
Dr. Christopher Harvey, Mayor

Attest:

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

Approved as to form:

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

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared, by Dr. Christopher Harvey, Mayor of the City of Manor, a Texas municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of that municipal corporation.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, 2025.

(SEAL)

Notary Public, State of Texas

GREGG LANE:

GREGG LANE DEV, LLC,
a Texas limited liability company (as Developer)
By: _____
Name: _____
Title: _____

THE STATE OF TEXAS
COUNTY OF _____

THIS INSTRUMENT is acknowledged before me on this ____ day of _____, 2025, by
_____, as _____ of GREGG LANE DEV, LLC, a Texas limited liability
company, on behalf of said limited liability company.

[SEAL]

Notary Public, State of Texas

EXHIBIT A to LANDOWNER AGREEMENT

Legal Description – Gregg Lane Land



JONES | CARTER

3100 Alvin Devane Blvd, Suite 150
Austin, Texas 78741
Tel: 512.441.9493
Fax: 512.445.2286
www.jonescarter.com

LEGAL DESCRIPTION

BEING 90.340-acres of land situated in the Sumner Bacon Survey No. 62 Abstract No. 63 in Travis County, Texas; being all of that certain tract of land called contain 59.765 acres to Gregg Lane Dev LLC as described in a Special Warranty Deed with Vendor's Lien in Document No. 2021051168 and all of that certain tract of land called to contain 30.580 acres to Gregg Lane Dev LLC as described in a Special Warranty Deed with Vendor's Lien in Document No. 2021051166 both of the Official Public Records of Travis County, Texas; said 90.340-acre tract of land being more particularly described by metes and bounds as follows with bearings and coordinates referenced to the Texas Coordinate System of 1983, Central Zone:

BEGINNING: at a 5/8-inch iron rod found on the northeastern right of way of said Gregg Lane (R.O.W. Varies), for the southeastern corner of the said 59.765-acre tract of land, the southwestern corner of a called 15.74-acre tract of land to The Board of Trustees of the Manor Independent School District in a General Warranty Deed in Document No. 2016051094 of the Official Public Records of Travis County, Texas, for the southeastern corner of this herein described tract;

THENCE: N 62°17'26" W a distance of 2133.10 feet along the southwestern line of the said 59.765-acre tract, the northeastern line of said Gregg Lane to a calculated point in the approximate centerline of Wilbarger Creek for the southeastern corner of that certain tract of land called contain 85.796 acres to the City of Pflugerville as described in a General Warranty Deed in Document No. 2008118667 of the Official Public Records of Travis County, Texas, for the southwestern corner of the said 59.765-acre tract, for the southwestern corner of this herein described tract;

THENCE: With the approximated centerline of said Wilbarger Creek, the eastern line of the said 85.796-acre tract, the western line of the said 59.765-acre tract and the western line of the said 30.580-acre tract with the following (73) courses and distances;

1. North 73°20'52" East a distance of 46.73 feet to a calculated point;
2. North 65°28'25" East a distance of 50.67 feet to a calculated point;
3. North 51°10'42" East a distance of 48.58 feet to a calculated point;
4. North 48°30'24" East a distance of 46.23 feet to a calculated point;
5. North 49°14'49" East a distance of 52.77 feet to a calculated point;
6. North 45°14'55" East a distance of 55.96 feet to a calculated point
7. North 43°43'26" East a distance of 52.86 feet to a calculated point
8. North 41°05'22" East a distance of 48.00 feet to a calculated point
9. North 32°42'55" East a distance of 42.39 feet to a calculated point
10. North 36°20'34" East a distance of 43.28 feet to a calculated point
11. North 24°58'46" East a distance of 45.09 feet to a calculated point
12. North 20°50'58" East a distance of 58.26 feet to a calculated point
13. North 11°43'28" East a distance of 55.36 feet to a calculated point
14. North 12°03'40" East a distance of 59.87 feet to a calculated point
15. North 11°44'50" East a distance of 49.40 feet to a calculated point
16. North 20°31'26" East a distance of 49.47 feet to a calculated point
17. North 26°12'00" East a distance of 48.98 feet to a calculated point

18. North 19°47'54" East a distance of 56.22 feet to a calculated point
19. North 08°36'09" East a distance of 45.62 feet to a calculated point
20. North 32°55'35" East a distance of 52.23 feet to a calculated point
21. North 47°27'44" East a distance of 55.81 feet to a calculated point
22. North 45°04'59" East a distance of 51.38 feet to a calculated point
23. North 43°53'12" East a distance of 32.75 feet to a calculated point
24. North 08°50'46" East a distance of 41.41 feet to a calculated point
25. North 05°45'16" West a distance of 32.84 feet to a calculated point
26. North 01°15'08" East a distance of 35.86 feet to a calculated point
27. North 14°04'03" East a distance of 26.76 feet to a calculated point
28. North 34°11'10" East a distance of 54.41 feet to a calculated point
29. North 26°59'21" East a distance of 41.68 feet to a calculated point
30. North 36°09'53" East a distance of 43.97 feet to a calculated point
31. North 25°00'27" East a distance of 44.74 feet to a calculated point
32. North 00°27'57" East a distance of 24.88 feet to a calculated point
33. North 00°28'28" East a distance of 9.07 feet to a calculated point
34. North 05°17'24" West a distance of 31.85 feet to a calculated point
35. North 01°00'43" West a distance of 39.99 feet to a calculated point
36. North 13°37'54" West a distance of 36.17 feet to a calculated point
37. North 03°30'27" West a distance of 43.17 feet to a calculated point
38. North 10°14'35" West a distance of 42.68 feet to a calculated point
39. North 22°31'57" West a distance of 57.70 feet to a calculated point
40. North 44°39'48" West a distance of 45.77 feet to a calculated point
41. North 54°56'29" West a distance of 58.93 feet to a calculated point
42. North 82°53'28" West a distance of 51.24 feet to a calculated point
43. South 71°16'10" West a distance of 39.96 feet to a calculated point
44. South 66°38'21" West a distance of 51.94 feet to a calculated point
45. North 89°22'53" West a distance of 39.25 feet to a calculated point
46. North 83°41'50" West a distance of 51.08 feet to a calculated point
47. North 89°13'01" West a distance of 53.52 feet to a calculated point
48. North 76°23'07" West a distance of 54.75 feet to a calculated point
49. North 76°02'03" West a distance of 65.60 feet to a calculated point
50. North 78°19'56" West a distance of 54.07 feet to a calculated point
51. South 73°52'38" West a distance of 52.35 feet to a calculated point
52. North 82°54'47" West a distance of 58.96 feet to a calculated point
53. North 48°39'03" West a distance of 54.65 feet to a calculated point
54. North 21°40'43" West a distance of 61.82 feet to a calculated point
55. North 00°14'42" East a distance of 52.83 feet to a calculated point
56. North 08°20'31" East a distance of 53.76 feet to a calculated point
57. North 08°21'04" East a distance of 38.04 feet to a calculated point
58. North 12°10'56" West a distance of 48.92 feet to a calculated point
59. North 26°26'40" West a distance of 51.72 feet to a calculated point
60. North 09°59'30" West a distance of 51.78 feet to a calculated point
61. North 09°26'58" West a distance of 65.60 feet to a calculated point
62. North 23°17'46" East a distance of 51.71 feet to a calculated point
63. North 34°54'31" East a distance of 42.87 feet to a calculated point
64. North 48°43'04" East a distance of 60.00 feet to a calculated point
65. South 79°51'17" East a distance of 39.39 feet to a calculated point

- 66. South 58°38'03" East a distance of 48.87 feet to a calculated point
- 67. North 59°05'59" East a distance of 54.70 feet to a calculated point
- 68. North 00°19'10" East a distance of 38.05 feet to a calculated point
- 69. North 15°36'04" West a distance of 56.41 feet to a calculated point
- 70. North 06°24'18" East a distance of 49.34 feet to a calculated point
- 71. North 34°41'25" East a distance of 55.35 feet to a calculated point
- 72. North 08°45'25" West a distance of 12.36 feet to a calculated point
- 73. South 70°46'58" East a distance of 13.00 feet to a calculated point

THENCE: North 22°09'28" East a distance of 137.92 feet continuing along the eastern line of the said 85.796-acre tract, the western line of the said 30.580-acre tract to a 1/2-inch iron rod with cap stamped "Chaparral" found for the northwestern corner of the said 30.580-acre tract, a corner of the said 85.796-acre tract, for the northwestern corner of this herein described tract;

THENCE: South 62°50'17" East a distance of 155.27 feet along the northern line of the said 30.580-acre tract, line of the said 85.796-acre tract to a 1/2-inch iron rod found for a corner of the said 85.796-acre tract, the southwestern corner of that certain tract of land called to contain 67.3023 acres to Helen Lucille Pearce as described in a Life Estate Deed recorded in Document No. 2021027313 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: South 62°31'08" East continuing along the northern line of the said 30.580-acre tract, at 612.02 feet pass a 1/2-inch iron rod found for the southeastern corner of the said 67.3023-acre tract, the southwestern corner of that certain tract of land called to contain 57.2158 acres to Harry Leonard Dearing, Sr. and Audrey T. Dearing as described in a Gift Deed in Document No. 2002251950 of the Official Public Records of Travis County, Texas, at 1456.85 feet pass a 1/2-inch iron rod found for the southeastern corner of the said 57.2158-acre tract, the southwestern corner of that certain tract of land called to contain 40.00 acres to Kenneth Sprinkles as described in a Warranty Deed in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas, a distance in all of 1512.88 feet to a 1/2-inch iron pipe found for the northeastern corner of the said 30.580-acre tract, the northwestern corner of that certain tract of land called to contain 3.56 acres to Aqua Water Supply Corp. as described in a Warranty Deed in Document No. 2009010572 of the Official Public Records of Travis County, Texas, for the northeastern corner of this herein described tract;

THENCE: South 27°51'02" West along the southeastern line of the said 30.580-acre tract, at 330.19 feet pass a 5/8-inch iron rod with cap stamped "RPLS 5090" found for the southwestern corner of the said 3.56-acre tract, the westernmost northwestern corner of that certain tract of land called to contain 75.37 acres to the Board of Trustees of the Manor Independent School District as described in a Special Warranty Deed in Document No. 2008031946 of the Official Public Records of Travis County, Texas, at 548.29 feet pass a 1/2-inch iron pipe found for the westernmost southwestern corner of the said 75.37-acre tract, the northwestern corner of the remainder of that certain tract of land called to contain 121.4 acres to Alexandra Carrillo as described in a Special Warranty Deed in Document No. 2004009801 of the Official Public Records of Travis County, Texas, a distance in all of 870.12 feet to a 1/2-inch iron rod with cap stamped "Chaparral" found on the northeastern line of the said Gregg Lane Dev LLC 59.765-acre tract, for the southeastern corner of the said 30.580-acre tract, a corner of the remainder of the said 121.4-acre tract, for a corner of this herein described tract;

THENCE: South 61°38'37" East a distance of 350.98 along the northeastern line of the said 59.765-acre tract, a southwestern line of the remainder of the said 121.4-acre tract to a 1/2-inch iron rod with cap stamped "Chaparral" found for a corner of this herein described tract;

THENCE: South 61°40'01" East a distance of 79.74 feet continuing along the southwestern line of the remainder of the said 121.4-acre tract, the northeastern line of the said 59.765-acre tract to a 1/2-inch iron rod with cap stamped "Chaparral" found for the northeastern corner of the said 59.765-acre tract, the northwestern corner of that certain tract of land called to contain 0.45 acres to Alexandra Carrillo & James T. Lutz as described in a General Warranty Deed in Document No. 2020214199 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: South 00°45'28" East a distance of 309.06 along the western line of the said 0.45-acre tract, line an eastern line of the said 59.765-acre tract to a 1/2-inch iron rod found for the southern corner of the said 0.45-acre tract, a corner of the remainder of the said 121.4-acre tract, for a corner of this herein described tract;

THENCE: South 62°03'42" East a distance of 551.06 feet continuing along a line of the remainder of the said 121.4-acre tract a line of the said 59.765-acre tract to a 1/2-inch iron rod found for a corner of the remainder of the said 121.4-acre tract, the southernmost southwestern corner of the said Manor Independent School District 75.37-acre tract, for a corner of this herein described tract;

THENCE: South 61°55'55" East a distance of 250.32 feet along the southwestern line of the said Manor Independent School District 75.37-acre tract a line of the said 59.765-acre tract to a 1 1/2-inch iron pipe found for the easternmost northeastern corner of the said 59.765-acre tract, the northwestern corner of that certain tract of land called to contain 15.74 acres to the Board of Trustees of the Manor Independent School District as described in a General Warranty Deed in Document No. 2016051094 of the Official Public Records of Travis County, Texas, for the easternmost northeastern corner of this herein described tract;

THENCE: South 27°32'06" West a distance of 1131.40 feet along the northwestern line of the said 15.74-acre tract, the easternmost southeastern line of the aid 59.765-acre tract to the **POINT OF BEGINNING** and containing 90.340 acres of land.



Rex L. Hackett
Registered Professional Land Surveyor No. 5573
rhackett@jonescarter.com

3-14-2022
Date:



EXHIBIT B to LANDOWNER AGREEMENT

Assessment Ordinance

[See Attached]