



**MANOR CITY COUNCIL  
REGULAR MEETING  
AGENDA  
105 E. EGGLESTON STREET  
MANOR, TEXAS 78653  
OCTOBER 5, 2016 · 7:00 P.M.**

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**CALL TO ORDER AND ANNOUNCE QUORUM PRESENT**

**PLEDGE OF ALLEGIANCE**

**PRESENTATIONS**

**PUBLIC COMMENTS**

*Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three minutes per person. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please register on the speaker sign-in sheet at least five-minutes prior to the scheduled meeting time. **NO ACTION MAY BE TAKEN BY THE CITY COUNCIL DURING PUBLIC COMMENTS.***

**CONSENT AGENDA**

*The following Items will be enacted by one motion. There will be no separate discussion of these items unless requested by the Mayor or a Council Member; in which event, the item will be removed from the consent agenda and considered separately.*

1. Consideration, discussion, and possible action to approve the minutes for the September 21, 2016, City Council Regular Meeting.

**REGULAR AGENDA**

2. Discussion on an Interlocal Agreement between City of Manor and Manor ISD for School Resource Officer (SRO) services.
3. Discussion, consideration and possible action on an Interlocal Agreement between Capital Metropolitan Transportation Authority & Suburban Communities Build Central Texas (City of Manor).
4. Consideration, discussion, and possible action on a resolution commencing the annexation of 65.922 acres of land, more or less, including the abutting streets, roadways, and rights-of-way; being located in Travis County, Texas and adjacent and contiguous to the City limits; and providing for open meetings and other related matters.
5. Consideration, discussion, and possible action on a second and final reading of an ordinance annexing 157.9603 acres out of the A.C. Caldwell Survey No. 52, Abstract No. 154 and Lemeul Kimbro Survey No. 64, Abstract No. 456, and being the tracts of land conveyed to the Kimbro Road Estates, LP per deed recorded as document No. 2005154974 of the Official Public Records of Travis County, Texas.
6. Consideration, discussion, and possible action on the First Amendment to the Restated, Revised, and Amended Agreement regarding the creation and operation of the Presidential Glen Municipal Utility District.
7. Consideration, discussion, and possible action on the Second Amendment to the revised and restated development agreement for the Presidential Glen Subdivision.
8. Consideration, discussion, and possible action on the License and Maintenance Agreement with the Presidential Glen HOA.

9. Consideration, discussion, and possible action on accepting conveyance of property pursuant to the Presidential Glen Subdivision development and consent agreements.

## EXECUTIVE SESSION

*The City Council will now conduct a Closed Executive Session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in:*

*Section 551.072 Deliberations regarding real property – Review and discuss contracts for purchase of City of Manor property described as Lot 1, W ½ of Lot 2, Block 61, Town of Manor, locally known as the Eppwright – Chamberlain House at 101 E. Wheeler St. Manor, TX.*

## OPEN SESSION

*The City Council will now reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action on item(s) discussed during Closed Executive Session:*

10. Consideration, discussion and possible action on contracts for purchase of City of Manor property described as Lot 1, W ½ of Lot 2, Block 61, Town of Manor, locally known as the Eppwright – Chamberlain House 101 E. Wheeler St. Manor, TX.

## ADJOURNMENT

*In addition to any executive session already listed above, the City Council for the City of Manor reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code for the following purposes:*

*§551.071 Consultation with Attorney  
§551.072 Deliberations regarding Real Property  
§551.073 Deliberations regarding Gifts and Donations  
§551.074 Personnel Matters  
§551.076 Deliberations regarding Security Devices  
§551.087 Deliberations regarding Economic Development Negotiations*

## POSTING CERTIFICATION

I, hereby, certify that this notice of the Manor City Council Meeting was posted on this 2<sup>nd</sup> day of September, 2016 at 5:00 P.M., as required by law in accordance with Section 551.043 of the Texas Government Code.

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Frances M. Aguilar, City Secretary

## NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

*The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the council chambers are wheelchair accessible and special marked parking is available. Persons with disabilities who plan to attend this meeting and who may need assistance are requested to contact Frances Aguilar, City Secretary at 512-272-5555. Provide a 48-hour notice when feasible.*

*This public notice was removed from the bulletin board at the Manor City Hall on:*

\_\_\_\_\_, 2016 at \_\_\_\_\_ am/pm by \_\_\_\_\_  
City Secretary's Office  
City of Manor, Texas



AGENDA ITEM NO. <sup>1</sup>\_\_\_\_\_

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 5, 2016

PREPARED BY: Frances Aguilar

DEPARTMENT: City Secretary's Office

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AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the minutes for the September 21, 2016 City Council Regular Meeting.

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BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Draft Minutes

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STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the minutes for the September 21, 2016 City Council Regular Meeting.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE



**MANOR CITY COUNCIL  
REGULAR MEETING  
MINUTES  
105 E. EGGLESTON STREET  
MANOR, TEXAS 78653  
SEPTEMBER 21, 2016 · 7:00 P.M.**

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**COUNCIL MEMBERS**

**PRESENT:**

Mayor, Rita Jonse  
Place 1, Gene Kuppa  
Place 2, Gil Burrell, Mayor Pro-Tem  
Place 4, Zindia Pierson  
Place 5, Rebecca Davies  
Place 6, Jeff Turner

**ABSENT:**

Place 3, Todd Shaner

**CITY STAFF PRESENT:**

Thomas Bolt, City Manager  
Frances Aguilar, City Secretary  
Lydia Collins, Finance Director  
Scott Dunlop, Planning Coordinator  
Ryan Phipps, Police Chief  
Mike Tuley, Public Works Director  
Sarah Friberg, Court Clerk  
Gracie Hernandez, Deputy Court Clerk  
Lluvia Tijerina, Administrative Assistant

**CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT**

The Manor City Council met in regular session on Wednesday, September 21, 2016, in the City Council Chambers at 105 E. Eggleston Street. Mayor Rita Jonse announced that a quorum was present and the meeting was called to order at 7:00 P.M.

**PLEDGE OF ALLEGIANCE**

At the request of Mayor Rita Jonse, City Secretary Frances Aguilar gave the Pledge of Allegiance.

**PRESENTATION**

Presentation of the Manor Community Survey Report by Scott Dunlop, Planning Coordinator.

Scott Dunlop, Planning Coordinator, presented the Manor Community Survey Report to City Council. He briefly discussed the GrantWorks survey results.

**PUBLIC COMMENTS**

There were no public comments.



## CONSENT AGENDA

1. Consideration, discussion, and possible action to approve the City Council minutes:

- August 17, 2016, City Council Regular Meeting
- August 17, 2016, City Council and Manor ISD Trustee Joint Workshop Meeting
- August 31, 2016, City Council Special Meeting
- September 7, 2016, City Council Regular Meeting

**A motion to approve the meeting minutes was made by Council Member Pierson, seconded by Council Member Kruppa. The motion carried by the following vote:**

**Vote: 6 For – 0 Against**

2. Consideration, discussion, and possible action on acceptance of the August, 2016 Departmental Reports:

- Development Services
- Police
- Municipal Court
- Public Works

**A motion to approve the departmental reports was made by Council Member Turner, seconded by Council Member Pierson. The motion carried by the following vote:**

**Vote: 6 For – 0 Against**

3. Consideration, discussion, and possible action on acceptance of the unaudited August, 2016 Monthly Financial Report.

**A motion to accept the Monthly Financial Report was made by Council Member Burrell, seconded by Council Member Kruppa. The motion carried by the following vote:**

**Vote: 6 For – 0 Against**

## REGULAR AGENDA

4. Consideration, discussion, and possible action to amend the City of Manor Personnel Policies and Procedures Handbook under Section, Travel – Vehicle Allowance.

**City Manager Tom Bolt gave an overview of the Travel Policy.**

**A motion to amend the City of Manor Personnel Policies and Procedures Handbook under Section, Travel – Vehicle Allowance as presented was made by Council Member Davies, seconded by Council Member Pierson. The motion carried by the following vote:**

**Vote: 6 For – 0 Against**

5. Consideration, discussion, and possible action on an ordinance adopting the Annual Budget for the City of Manor for the Fiscal Year beginning October 1, 2016 and ending September 30, 2017.

**A motion to approve Ordinance No. 445 adopting the Annual Budget for the City of Manor for the Fiscal Year beginning October 1, 2016 and ending September 30, 2017 as presented was made by Council Member Turner, seconded by Council Member Kruppa. The motion carried by the following vote:**

**Vote: 6 For – 0 Against**

6. Consideration, discussion, and possible action on an ordinance levying ad valorem taxes for the use and support of the municipal government of the City of Manor for the fiscal year beginning October 1, 2016 and ending September 30, 2017.

**A motion to approve and adopt Ordinance No. 446 levying ad valorem taxes for the use and support of the municipal government of the City of Manor for the fiscal year beginning October 1, 2016 and ending September 30, 2017 with the following language: "I move that the property tax rate be increased by the adoption of a tax rate of \$0.7738 on each \$100.00 valuation of property, which is effectively an 8.71% percent increase in the tax rate." was made by Council Member Davies, seconded by Council Member Pierson. The motion carried by the following vote:**

**Vote: 6 For – 0 Against**

7. Consideration, discussion, and possible action on an ordinance to repeal and replace Ordinance No. 438 Fee Schedule, amending fees for animal control, subdivision, and building permits.

**A motion to approve Ordinance No. 447 to repeal and replace Ordinance No. 438 Fee Schedule, amending fees for animal control, subdivision, and building permits was made by Council Member Burrell, seconded by Council Member Turner. The motion carried by the following vote:**

**Vote: 6 For – 0 Against**

8. Consideration, discussion, and possible action on a second reading of an ordinance annexing 9.187 acres located in Travis County, Texas filed in the Travis County Official Public Records as Document No. 2006207224 and Document No. 2005187926 and Travis County Deed Records 622/450, locally known as 12110 E. US Hwy. 290 and 12219 E. US Hwy. 290.

**A motion to approve Ordinance No. 448 annexing 9.187 acres located in Travis County, Texas filed in the Travis County Official Public Records as Document No. 2006207224 and Document No. 2005187926 and Travis County Deed Records 622/450, locally known as 12110 E. US Hwy. 290 and 12219 E. US Hwy. 290 was made by Council Member Turner, seconded by Council Member Pierson. The motion carried by the following vote:**

**Vote: 6 For – 0 Against**

9. Consideration, discussion, and possible action on a first reading of an ordinance annexing 157.9603 acres out of the A.C. Caldwell Survey No. 52, Abstract No. 154 and Lemeul Kimbro Survey No. 64, Abstract No. 456, and being the tracts of land conveyed to the Kimbro Road Estates, LP per deed recorded as document No. 2005154974 of the Official Public Records of Travis County, Texas.

**A motion to approve the first reading of an ordinance annexing 157.9603 acres out of the A.C. Caldwell Survey No. 52, Abstract No. 154 and Lemeul Kimbro Survey No. 64, Abstract No. 456, and being the tracts of land conveyed to the Kimbro Road Estates, LP per deed recorded as document No. 2005154974**

**of the Official Public Records of Travis County, Texas was made by Council Member Kruppa, seconded by Council Member Pierson. The motion carried by the following vote:**

**Vote: 5 For – 0 Against, Council Member Turner abstained from this agenda item.**

10. Consideration, discussion and possible action on Ordinance No. 366 A to amend Ordinance No. 366 Zoning Regulations to provide for masonry siding in residential zoned areas.

**A motion to approve Ordinance No. 366 A amending Ordinance No. 366 Zoning Regulations to provide for masonry siding in residential zoned areas was made by Council Member Davies, seconded by Council Member Pierson. The motion carried by the following vote:**

**Vote: 6 For – 0 Against**

11. Consideration, discussion, and possible action on an ordinance to repeal and replace Ordinance No. 50 and Ordinance No. 268; creating the planning and zoning commission.

**A motion to approve Ordinance No. 449 to repeal and replace Ordinance No. 50 and Ordinance No. 268; creating the Planning and Zoning Commission was made by Council Member Kruppa, seconded by Council Member Pierson. The motion carried by the following vote:**

**Vote: 6 For – 0 Against**

12. Consideration, discussion and possible action on a Concept Plan for Shadowview Commercial, Section 3 Lot 2, on 3.57 acres more or less, out of the William Standerford Survey No. 69. Abstract 472.

**A motion to approve a Concept Plan for Shadowview Commercial, Section 3 Lot 2, on 3.57 acres more or less, out of the William Standerford Survey No. 69. Abstract 472 was made by was made by Council Member Burrell, seconded by Council Member Turner. The motion carried by the following vote:**

**Vote: 6 For – 0 Against**

#### **ADJOURNMENT**

**Motion to Adjourn made by Council Member Kruppa. Seconded by Council Member Pierson.**

**Vote 6 For– 0 Against.**

Meeting was adjourned at 7:44 P.M.

**ATTEST:**

**APPROVE:**

\_\_\_\_\_  
Frances M. Aguilar, City Secretary

\_\_\_\_\_  
Rita G. Jonse, Mayor



AGENDA ITEM NO. <sup>2</sup>\_\_\_\_\_

## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 5, 2016

PREPARED BY: Chief Ryan Phipps

DEPARTMENT: Police Department

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### AGENDA ITEM DESCRIPTION:

Discussion on an Interlocal Agreement between City of Manor Police Department and Manor ISD for School Resource Officer (SRO) services.

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### BACKGROUND/SUMMARY:

Upon the new MISD Superintendent starting, he began the discussions on keeping the services local which would also provide our Police Department the ability to develop relationship with the students that we deal with on the streets. This is the start of a conversation that is going to have to happen quickly due to a termination date in place with the current service provider.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☐ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☒ NO

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council discuss on an agreement between City of Manor Police Department and Manor ISD for School Resource Officer (SRO) services.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☒ NONE



AGENDA ITEM NO. <sup>3</sup>\_\_\_\_\_

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 5, 2016

PREPARED BY: Thomas Bolt

DEPARTMENT: City Manager

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action an Interlocal Agreement between Capital Metropolitan Transportation Authority & Suburban Communities Build Central Texas (City of Manor).

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**BACKGROUND/SUMMARY:**

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Interlocal Agreement

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**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the Interlocal Agreement between Capital Metropolitan Transportation Authority & Suburban Communities Build Central Texas (City of Manor).

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☒ NONE

**INTERLOCAL AGREEMENT  
BETWEEN  
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
&  
SUBURBAN COMMUNITIES  
BUILD CENTRAL TEXAS**

**STATE OF TEXAS           §  
                                     §  
COUNTY OF TRAVIS   §**

This Interlocal Agreement (“Agreement”) is entered into by and between the City of Manor, (hereinafter “the Suburban Community”) and Capital Metropolitan Transportation Authority (“Capital Metro”) a transportation authority and political subdivision organized under Chapter 451 of the Texas Transportation Code, collectively referred to as the “Parties”.

**I. Recitals**

Whereas, this Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code;

Whereas, each Party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function that it is authorized to perform individually under the applicable statutes of the State of Texas or its charter;

Whereas, Capital Metro has developed the Build Central Texas Program – Suburban Communities Program (“BCT Program”) to meet the transportation infrastructure needs of the Suburban Communities and adopted Suburban Communities Program Procedures and Guideline (“BCT Program Guidelines”) to govern the BCT Program;

Whereas, the Parties now desire to enter into a mutually beneficial agreement that meets the transportation mobility needs of both Parties;

Whereas, the Parties agree that the compensation paid to the Suburban Community in this Agreement are in amounts that fairly compensate the Suburban Community Performing for the services or functions described herein, and are made from current revenues available to Capital Metro; and

NOW THEREFORE, in consideration of mutual covenants and agreements contained herein, the Parties agree to the terms and conditions below as evidenced by the signatures of their respective authorized representatives.

**II. Build Central Texas**

**A. Funding Allocation and Scope of Work**

1. The Capital Metro Board of Directors (“Capital Metro Board”) is expected to allocate funds for the BCT Program for each fiscal year during the term of this Agreement. There is no guarantee that the Capital Metro Board will allocate any funds in any fiscal year. The Capital Metro Board may eliminate funding for the BCT Program as part of its annual budget appropriation for each fiscal year, and in such event, no funds will be available under this Agreement. If any funds are allocated to the BCT Program, Capital Metro staff will notify Suburban Community of the amounts allocated to Suburban Community and the terms and conditions of this Agreement will apply.

2. **Exhibit A** contains the BCT Program Guidelines (“Suburban Communities Program Procedures and Guidelines”) and is attached hereto and incorporated herein for all purposes. **Exhibit A** sets forth the rules and regulations governing participation in the BCT Program and payments to be made to Suburban Community under this Agreement. Payments to Suburban Community are expressly contingent upon Suburban Community’s strict compliance with the BCT Program Guidelines. Capital Metro, reserves the right, in its sole discretion to make amendments to the BCT Program Guidelines from time to time.
3. Once Capital Metro staff notifies the Suburban Community of a fiscal year allocation under this Agreement, the Suburban Community shall submit to Capital Metro a proposed project list for that fiscal year. The proposed project list must be submitted on or before November 30<sup>th</sup> of each fiscal year funded under this Agreement that does not exceed the fiscal year allocation. The project list shall define the scope of work and the schedule for the services to be provided by Suburban Community. Upon request, Suburban Community may be required to submit to Capital Metro additional project details and timelines. Capital Metro has the right to reject any submitted project. Any project not rejected by Capital Metro shall be deemed approved.
4. If a project list for any fiscal year is not submitted to Capital Metro by the end of the calendar year in which funds are allocated, then such fiscal year funds are forfeited.
5. Projects must be completed within two (2) years of the commencement of Capital Metro’s fiscal year for which it was allocated.

#### **B. Obligations of Suburban Community**

1. Upon request, provide Capital Metro all documentation pertaining to any approved project, including pre-construction or construction meeting minutes; copies of pay applications; change orders; progress reports; photographs; payment vouchers; and project close-out documents.
  - a. Maintain regular communication with Capital Metro.
  - b. If requested, provide Capital Metro with all requested documentation needed to conduct a project audit. In the event Capital Metro determines that fiscal year funds were not spent on an approved project, then upon demand, the Suburban Community shall reimburse Capital Metro for any funds identified by in such audit as not spent on an approved project.
  - c. Ensure all pedestrian projects and policies developed through the BCT Program are developed in accordance with the requirements of the Americans with Disabilities Act.
  - d. Notify Capital Metro or its representative when the project is complete or substantial completed.
  - e. Upon request, arrange a site visit to allow Capital Metro or its representative an opportunity to inspect a project.

### **III. Review and Development of Transit Regulations**

The Suburban Community and Capital Metro agree to review and consider changes to the current land development regulations of the City, County or Village as necessary to ensure transit friendly or transit oriented development.

#### **IV. Disadvantaged Business Enterprise Goals**

In order to advance efforts by Capital Metro and the Suburban Community to increase the participation of small businesses in publicly funded projects, Small Business Enterprise ("SBE") participation is strongly encouraged. Each Suburban Community may set SBE goals on procurements using its own "Small Business Program" or the Suburban Community may follow Capital Metro's SBE program.

#### **V. Payments**

- A. Capital Metro shall make payments to the Suburban Community, under this Agreement, in accordance with the schedule listed below.
- B. A check for fifty-percent (50%) of each fiscal year allocation under this Agreement shall be mailed to the Suburban Community upon approval of the project list for the fiscal year in which funds are allocated. A check for the remaining fifty-percent (50%) of the allocated amount for any fiscal year shall be mailed to the Suburban Community upon submission of an invoice from the Suburban Community, together with satisfactory documentation of completion of all approved projects for which funds have been allocated. Capital Metro shall pay all invoices in accordance with Texas Prompt Payment Act, Chapter 2251, Texas Government Code.
- C. Capital Metro shall pay all invoices from revenue that is currently available to Capital Metro.

#### **VI. Term and Termination**

- A. The initial term of this Agreement is from the date of the last Party to sign ("Effective Date") through September 30, 2019. Capital Metro may, in its sole discretion, exercise the option to extend this Agreement for up to two (2) additional one (1) year periods contingent upon the availability of funding. Notwithstanding the termination or expiration of the Agreement, certain provisions *e.g.*, indemnification, right to audit, shall survive the termination or expiration of the Agreement. Any subsequent optional renewal will be mutually agreed to by the Parties. Notwithstanding anything to the contrary, the Parties may mutually agree to terminate this Agreement at any time.
- B. This Agreement is subject to termination or cancellation, without penalty to either Party, either in whole or in part, subject to the availability of funds. If for any fiscal year, funds are not appropriated or allocated by one of the Parties to this Agreement, for such Party's performance of its obligations under this Agreement, this Agreement shall become void and the Party shall promptly give notice to the other Party that funds were not appropriated or allocated.
- C. If Capital Metro becomes subject to a legislative change, revocation of statutory authority, or lack of funds which would render Capital Metro's performance under this Agreement impossible or unnecessary, this Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Part, Capital Metro will not be liable to Suburban Community for any damages, which are caused or associated with such termination, or cancellation.

#### **VII. General Provisions**

- A. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns, including without limitation, any receivers, administrators, or trustees in bankruptcy.
- B. Severability. If any provision of the Agreement will, for any reason, be held to violate any applicable law, and so much of the Agreement is held to be unenforceable, then the invalidity of such a specific provision will not be held to invalidate any other provisions, which other provisions will remain in full force and



effect unless removal of said invalid provisions destroys the legitimate purpose of the Agreement, in which event the Agreement will be canceled.

- C. Cooperation. The Parties to this Agreement agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- D. Independent Contractor. This Agreement will not be construed as creating an employer-employee relationship, a partnership, or a joint venture between the Parties.
- E. Entire Agreement. This Agreement, together with Exhibit A represents the complete and entire agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the subject of this Agreement. .
- F. No Amendment of Other Agreements. Unless otherwise expressly stipulated in this Agreement, this Agreement is separate from and is not an amendment or modification of any other agreement between the parties.
- G. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, exclusive of its choice of law provisions. Both parties recognize that the Suburban Community and Capital Metro are subject to the Texas Public Information Act ("TPIA") and unless accepted by that Act, documents and information in the Suburban Community's and Capital Metro's possession are subject to public disclosure.
- H. Venue. Venue for any action arising under this Agreement will be in Travis County, Texas.
- I. Interpretation of Laws and Authorities. All federal and state contractual provisions, as applicable, will be included in any corresponding contracts or procurements by the Parties. The Parties shall be responsible for the settlement of all contractual and administrative issues arising out of procurement entered into by the individual Party in support of the contract work. The Parties will retain responsibility for ensuring that the performances rendered under any subcontracts comply with all requirements of this Agreement as if the respective Party, entering into the subcontract, rendered such performances. In no event does this provision relieve each Party of its individual responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Agreement.
- J. Notices. Any notice given hereunder by either Party to the other will be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper Party, at the following addresses:

Suburban Community:

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Capital Metro:

Linda S. Watson  
President/CEO  
Capital Metropolitan Transportation Authority  
2910 East 5th Street  
Austin, Texas 78702

With a copy to:

Kerri L. Butcher  
Chief Counsel  
Capital Metropolitan Transportation Authority  
2910 East 5th Street  
Austin, Texas 78702

- K. Liability. **THE PARTIES AGREE THAT EACH GOVERNMENTAL ENTITY IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR THE NEGLIGENT ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH, OR AS A CONSEQUENCE OF ITS PERFORMANCE UNDER THIS AGREEMENT.**

**NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, TORT OR OTHER ACTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.**

- L. Administrative Approval. The Suburban Community's duly authorized representative and the Capital Metro President/CEO will have the authority to negotiate and execute amendments to this Agreement without further action or action from their respective governing bodies, but only to the extent necessary to implement and further the clear intent of the respective governing bodies' approval, and not in such a way as would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties.

### **VIII. Signatories**

This Agreement is hereby accepted and agreed to by the following individuals or officers who are duly authorized to bind the Parties as set forth above:

**Capital Metropolitan  
Transportation Authority**

**City of Manor**

By: \_\_\_\_\_

Linda S. Watson

President/CEO

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **THE BUILD CENTRAL TEXAS - SUBURBAN COMMUNITIES PROGRAM PROCEDURES AND GUIDELINES**

#### **INTRODUCTION**

The Build Central Texas – Suburban Communities Program was established by Capital Metro to finance transportation projects that are of mutual benefit to Capital Metro and the respective communities in the Capital Metro service area. The Capital Metro Board of Directors created the Suburban Communities Program to ensure that the suburban cities and portions of counties in the Capital Metro service area benefit from the Build Central Texas Program.

The following procedures and guidelines are provided to assist the Suburban Communities in Capital Metro's service area with developing and administering their annual Build Central Texas Program - Suburban Communities Program project proposals. Capital Metro staff will be available to assist with any questions that may arise regarding the program.

#### **PROJECT DEVELOPMENT GUIDELINES**

##### **Project Criteria**

1. The purpose of a project must be for a transit related capital improvements and must fall into one of the categories set forth below.
2. Project categories include Street Resurfacing and Improvements, Mobility Improvements, and Transit Capital Improvements
3. Strong preference is given to projects that are directly on a transit route.
4. Strong preference is given to projects that directly improve transit service, traffic safety, or passenger convenience.
5. Transit street projects are given priority for resurfacing over non-transit streets. Funding may be applied to the repair of non-transit streets provided all of a Suburban Community's transit streets have been resurfaced in the last five years and are in good condition. Written verification of resurfacing must be submitted.
6. Joint funding of projects between Capital Metro, the Suburban Community, and other financing sources is encouraged.

## Definitions

1. **Transit Capital Improvements:** Includes sidewalks, sidewalk curb ramps, safety signage, electronic pedestrian signals, walkway lighting and hike and bike facilities, passenger amenities such as shelters, benches, landscaping, bus stop lighting, concrete bus pads, and roadway improvements that improve traffic safety or traffic flows. To be eligible, projects must be along a transit route or directly leading to a transit route or transit facility, unless otherwise approved by Capital Metro. A statement from the individual Suburban Community that the projects submitted to Capital Metro meet the eligibility requirements of being along or directly leading to a transit route must be included in the proposed project list when submitted to Capital Metro.
2. **Street Resurfacing and Improvements:** Includes asphalt and concrete resurfacing of streets, street reconstruction, and construction of new streets which will serve as transit corridors. Street repair and maintenance should focus on former, current and future transit routes. Street projects may only include non-transit related roadways when all transit roadways are in an improved condition, as determined by Capital Metro staff.
3. **Mobility Improvements:** Includes planning, review, and implementation of programs and projects which have a benefit to transit service and include the planning for, review of, and implementation of intersection improvements, signal timing changes, widening of roadways, signage, lighting, bicycle and pedestrian improvements, and other mobility enhancement projects and programs. Transit-related pedestrian and bicycle projects are defined as those projects which use various transportation methods to providing multi-modal access to homes, business, public facilities and which provide improved access to transit facilities or services.

## Project Submittal

1. If Capital Metro staff notifies the Suburban Community of a fiscal year allocation, the Suburban Community shall submit to Capital Metro a proposed project list for that fiscal year (October 1- September 31). The proposed project list must be submitted on or before November 30th of each fiscal year that funds are allocated provided the project list does not exceed the fiscal year allocation. The project list shall define the scope of work and the schedule for the services to be provided by Suburban Community.
2. Upon request, Suburban Community may be required to submit to Capital Metro additional project details and timelines. Capital Metro has the right to reject any submitted project. Any project not rejected by Capital Metro shall be deemed approved.
3. The Suburban Community's projects list must include all new projects as well as any previously approved unfinished projects and their status. Capital Metro will review the proposed projects and provide guidance to the respective Suburban Communities as applicable. Final project proposals should be in letter form and directed to Capital Metro at the following address:

Capital Metropolitan Transportation Authority  
Attn: Finance  
2910 East Fifth Street  
Austin, Texas 78702

4. If a project list for any fiscal year that funds are allocated is not submitted to Capital Metro by the end of the calendar year in which funds are allocated, then such fiscal year funds are forfeited.
5. Requests for modifications to project lists or any substitution of the projects previously approved must be submitted in writing to Capital Metro. Written approval by Capital Metro of proposed changes is required. Program funding is not eligible for projects that have

**Funding**

1. Capital Metro will review funding of the Program annually to ensure that funding for other major initiatives of Capital Metro are not detrimentally impacted by the Suburban Communities Program. The Capital Metro Board may eliminate funding for the BCT Program as part of its annual budget appropriation for each fiscal year. Elimination of funding of the Program in any one fiscal year does not affect funds previously allocated to the Suburban Community.
2. Projects must be completed within two (2) years of the commencement of Capital Metro's fiscal year for which it was allocated.
3. All interest that may accrue to program funding held by the Suburban Community must be allocated toward program projects. The local Suburban Community administrator will propose the projects to which the funding will be allocated and submit in writing a project modification request to Capital Metro.

**Payment**

A check for fifty-percent (50%) of each fiscal year allocation under this Agreement shall be mailed to the Suburban Community upon approval of the project list for the fiscal year in which funds are allocated. A check for the remaining fifty-percent (50%) of the allocated amount for any fiscal year shall be mailed to the Suburban Community upon submission of an invoice from the Suburban Community, together with satisfactory documentation of completion of all approved projects for which funds have been allocated.

**Administration**

1. Each Suburban Community shall provide either a press release or public relations event annually to communicate the start of the program to the public.
2. For a project over \$10,000.00 in cost, a "CAPITAL METRO FUNDED PROJECT" sign must be posted on the site during construction identifying Capital Metro as the funding source during the construction phase.

3. The Suburban Community is responsible for billing Capital Metro upon completion or substantial completion of the project in accordance with the terms of the then current ILA. The bill should be in letter form to Capital Metro and have attached photocopies of any documentation pertaining to the cost of the project such as construction contracts, supply invoices, timesheets, change orders, contractor pay vouchers, etc. Photographs of the completed project(s) are also required.
4. The Suburban Community is responsible for notifying Capital Metro upon completion or substantial completion of a project. Capital Metro reserves the right to inspect the project if it is deemed necessary.
5. The Suburban Community shall provide Capital Metro with any documentation pertaining to the construction contract, pre-construction or construction meeting minutes, copies of pay applications, change orders, progress reports, photographs, payment vouchers, and project close-out documents if requested by Capital Metro.
6. Projects that are not competitively contracted will only be reimbursed for directly related costs. No indirect costs will be covered. It is a requirement under this Agreement that the Suburban Community will so state in their submitted projects list that all projects will be competitively bid noting any exceptions for emergency projects. Direct costs that are covered include the categories of project development, project design, and project construction. A letter or agreement detailing eligible costs will be required for projects that are not competitively contracted before final payment is released.
7. Emergency projects deemed by the Suburban Community to be of grave public necessity and necessary to meet unusual and unforeseen conditions are exempt from the competitive contracting requirement.
8. The Suburban Community is responsible for informing Capital Metro in a timely manner of any substantial delays or alterations in the project scope of work.



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 5, 2016

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution commencing the annexation of 65.922 acres of land, more or less, including the abutting streets, roadways, and rights-of-way; being located in Travis County, Texas and adjacent and contiguous to the City limits; and providing for open meetings and other related matters.

---

### BACKGROUND/SUMMARY:

This resolution commences the annexation of 3 properties totaling 65.922 acres and sets 2 public hearing dates for Nov. 16th and Nov. 30 (special meeting).

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Resolution

Exhibit A: Map of area properties

Annexation Petitions with draft municipal service plans

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a resolution commencing the annexation of 65.922 acres of land, more or less, including the abutting streets, roadways, and rights-of-way; being located in Travis County, Texas and adjacent and contiguous to the City limits; and providing for open meetings and other related matters

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF MANOR, TEXAS,  
COMMENCING THE ANNEXATION OF 65.922 ACRES OF LAND,  
MORE OR LESS, INCLUDING THE ABUTTING STREETS,  
ROADWAYS, AND RIGHTS-OF-WAY; BEING LOCATED IN  
TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS  
TO THE CITY LIMITS; AND PROVIDING OPEN MEETINGS AND  
OTHER RELATED MATTERS**

**WHEREAS**, the City of Manor, Texas (herein the "City") is a Texas home-rule city authorized to annex the properties more particularly described herein (the "subject properties") that are contiguous and adjacent to the corporate limits of the City;

**WHEREAS**, the Subject Properties are contiguous and adjacent to the corporate limits of the City and are within the extraterritorial jurisdiction of the City;

**WHEREAS**, the City, pursuant to *Chapter 43.021, Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the Subject Properties; and,

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:**

**SECTION ONE:** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**SECTION TWO:** The annexation of all portions of the following described subject properties and abutting streets, roadways, and rights-of-way, and being described in Exhibit "A", are hereby commenced:

Area 1: Being a 55.312-acre tract or parcel of land out of and being part of the Greenbury Gates Survey No. 63 in Travis County, Texas, and being a part of that certain 70.312-acre tract described in deed from Dorothy Swanberg Daniel, et al, to Clide R. Nichols and Mike Radovanov, dated August, 25, 1999, recorded in Instrument No. 1999100324, Travis County Deed Records. Said 70.312-acre tract being a part of the certain 80.827-acre tract described in a Trustee's Deed to Dorothy Swanberg Daniel, et al, recorded in Volume 11658, Page 768, Travis County Deed Records.

Area 2: Being 10 acres of land out of the Greenbury Gates Survey No. 63, Abstract No. 315 and the Calvin Barker Survey No. 38, Abstract No. 58, both located in Travis County, Texas, being that same tract of land conveyed to Silvino Suarez and spouse, Santiago Suarez in warranty deed recorded in document number 2006212794, Official Public Records of Travis County, Texas.



Area 3: Being 0.61 acres of land out of the Greenbury Gates Survey No. 63, Abstract 315, Travis County, Texas and recorded in document number 2000027407 and 2003024083 of the Official Public Records of Travis County, Texas.

Two public hearings are set for the dates of November 16, 2016 and November 30, 2016. Notice of such hearings shall be published in accordance with Chapter 43, Texas Local Government Code, and the hearings shall be open to the public to accept public comment on the annexation request. Notice of the proposed annexation shall be mailed to service providers and property owners within 300 feet of the subject properties. The draft service plan proposed to be applicable for the subject properties is attached as Exhibit "B".

**SECTION THREE:** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

**SECTION FOUR:** It is hereby official found and determined that the meeting at which this Resolution is passed was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't. Code*.

**PASSED AND APPROVED** this the 5<sup>th</sup> day of October, 2016

**ATTEST:**

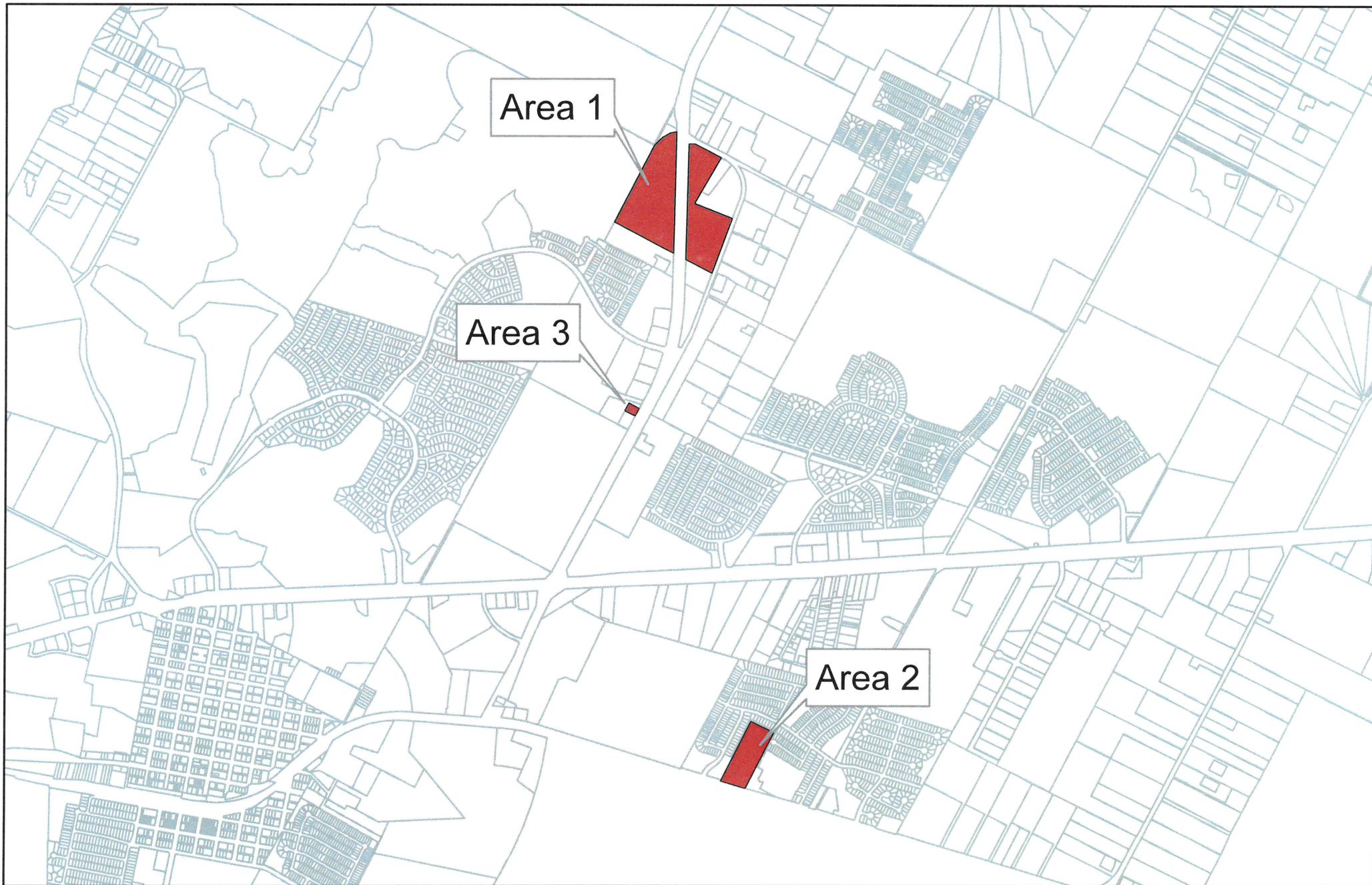
**CITY OF MANOR, TEXAS:**

\_\_\_\_\_  
Frances Aguilar, City Secretary

\_\_\_\_\_  
Rita Jonse, Mayor

# **EXHIBIT “A”**

Survey or Legal Lot Description



# City of Manor Annexations

65.922 Acres



1:25,000

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF MANOR  
FOR ANNEXATION OF PROPERTY**

**WHEREAS**, the undersigns are the owners of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description in Section One below (referred to herein as the "Subject Property");

**WHEREAS**, the undersigns have sought the annexation of the Subject Property by the City of Manor, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the Subject Property by the City;

**WHEREAS**, the Subject Property is contiguous and adjacent to the corporate limits of the City;

**WHEREAS**, the City, pursuant to *Chapter 43, Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the Subject Property; and,

**WHEREAS**, the undersigns agree and consent to the annexation of the Subject Property by the City and further agree to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

**NOW THEREFORE**, the undersigned by this Petition and Request:

**SECTION ONE:** Request the City Council of the City to commence annexation proceedings and to annex all portions of the Subject Property not already within the corporate limits of the City of Manor, Texas, including the abutting streets, roadways, and rights-of-way thereto, described as follows:

Property Description

**SECTION TWO:** Request that after annexation, the City provide such services as are legally permissible and provided by the City, including sanitation, wastewater and general governmental services as set forth in the municipal services plan.

**SECTION THREE:** Acknowledge and represent having received, read and understood the attached "draft" Service Plan (proposed to be applicable to and adopted for the Subject Property) and that such "draft" Service Plan is wholly adequate and acceptable to the undersign who hereby request the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

STATE OF TEXAS

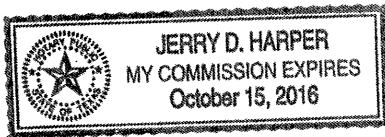
§  
§  
§

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Geraldine Timme-man (name), \_\_\_\_\_ (title), \_\_\_\_\_ (company) owner of Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27<sup>th</sup> day of SEPTEMBER, 2016.

(SEAL)



Jerry D. Harper  
Notary Public-State of Texas

STATE OF TEXAS

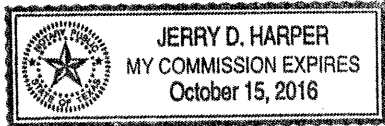
§  
§  
§

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Geraldine Timme-man (name), Independent Executor of the Estate of Ferrell Timme-man (title), \_\_\_\_\_ (company) owner of Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27<sup>th</sup> day of SEPTEMBER, 2016.

(SEAL)



Jerry D. Harper  
Notary Public-State of Texas

**SECTION FOUR:** Acknowledge that the undersigns understand and agree that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

**SECTION FIVE:** Agree that a copy of this Petition and Request may be filed of record in the offices of the City of Manor and in the real property records of Travis County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

**FILED**, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, with the City Secretary of the City of Manor, Travis County, Texas.

**Petitioners: Property Owner(s)**

Geraldine Timmermann

Name: Geraldine Timmermann

Title: Individually

Company (if applicable) \_\_\_\_\_

\_\_\_\_\_

Geraldine Timmermann

Name: Geraldine Timmermann

Title: Independent Executor of the Estate

Company (if applicable) Terrell Timmermann

\_\_\_\_\_

# **EXHIBIT “A”**

Survey or Legal Lot Description

**DALE L. OLSON**

Registered Professional Land Surveyor

711 Water Street

Bastrop, TX 78602

Phone (512) 321-5476 \* Fax (512) 303-5476

**FIELD NOTES FOR A 55.312 ACRE TRACT IN THE GREENBURY GATES  
SURVEY NO. 63, TRAVIS COUNTY, TEXAS.**

BEING a 55.312 acre tract or parcel of land out of and being a part of the Greenbury Gates Survey No. 63 in Travis County, Texas, and being a part of that certain 70.312 acre tract described in a deed from Dorothy Swanberg Daniel, et al, to Clide R. Nichols and Mike Radovanov, dated August 25, 1999, recorded in Instrument No. 1999100324, Travis County Deed Records. Said 70.312 acre tract being a part of that certain 80.827 acre tract described in a Trustee's Deed to Dorothy Swanberg Daniel, et al, recorded in Volume 11658, Page 768, Travis County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a 1/2 inch iron rod found in the west line of Farm to Market Road No. 973 and southeast corner of the said 80.827 acre tract and 70.312 acre tract. Said point being the northeast corner of the George J. Eppright 109.39 acre tract described as Tract No. 1 in a deed recorded in Volume 4036, Page 513, Travis County Deed Records.

THENCE with the west line of Farm to Market Road No. 973, the east line of the 80.827 acre and 70.312 acre tract, N 22 deg. 54 min. 30 sec. E, 364.69 feet to a 5/8 inch Iron rod set for the POINT OF BEGINNING, the southeast corner of this tract.

THENCE crossing said 80.827 acre and 70.312 acre tracts, S 59 deg. 37 min. 17 sec. W, 1784.50 feet to a 5/8 inch iron rod set in the west line of same and in the center of an old abandoned county road, the west line of the Greenbury Gates Survey, the east line of the Sumner Bacon Survey and east line of the Ben Russell Eppright, Jr., 150.00 acre tract recorded in Volume 12844, Page 790, Travis County Deed Records, for the southwest corner of this tract.

THENCE with the approximate center of the old abandoned road, the west line of the Greenbury Gates Survey and said 70.312 acre tract, the east line of the Sumner Bacon Survey, N 30 deg. 00 min. 00 sec. E, at 343.08 feet pass a 1/2 inch iron rod found at the northeast corner of the Eppright 150.00 acre tract and southeast corner of the Edward Gonzenback 120 acre tract described in a deed recorded in Volume 3188, Page 1047, Travis County Deed Records, in all, 1412.09 feet to a 1/2 inch iron rod found at the southwest corner of that certain 0.896 acre tract described in a deed from Debbie A. Velasquez to Frank Velasquez, recorded in Volume 12592, Page 1305, Travis County Deed Records, for an angle corner of this tract.



THENCE with the southeast line of the 0.896 acre tract, N 49 deg. 18 min. 07 sec. E, 172.09 feet to a 1/2 inch iron rod found; N 60 deg. 35 min. 39 sec. E, 149.50 feet to a 1/2 inch iron rod found; N 82 deg. 31 min. 35 sec. E, 176.59 feet to the northeast corner of same, a 1 inch iron pipe found in the north line of the said 80.827 acre tract in the curving south line of Farm to Market Road No. 973, for the northwest corner of this tract.

THENCE with the south line of Farm to Market Road No. 973 and north line of the 80.827 acre tract along a curve to the left whose radius is 613.00 feet; whose long chord bears S 44 deg. 52 min. 13 sec. E, 312.60 feet; 316.09 feet along the arc to a concrete right-of-way marker found at the end of said curve.

THENCE continuing with the south line of Farm to Market Road No. 973 and north line of the said 80.827 acre tract, S 59 deg. 34 min. 28 sec. E, 476.46 feet to a 5/8 inch iron rod set for the most northerly northeast corner of this tract and said 70.312 acre tract.

THENCE S 32 deg. 42 min. 28 sec. W, at 638.08 feet pass a 5/8 inch iron rod found at an angle corner of that certain 7.716 acre tract described in a deed from Dorothy Swanberg Daniel, et al, to John W. Brown and Dee L. Brown, recorded in Volume 11955, Page 793, Travis County Deed Records, continuing with the west line of same a total distance of 861.11 feet to a 5/8 inch iron rod found at the southwest corner of the Brown 7.716 acre tract, for an interior corner of this tract and said 70.312 acre tract.

THENCE with the south line of the Brown 7.716 acre tract, S 65 deg. 32 min. 12 sec. E, 659.85 feet to the southeast corner of same, a 5/8 inch iron rod found in the west line of Farm to Market Road No. 973 and east line of the 80.827 acre tract, for the most southerly northeast corner of this tract and said 70.312 acre tract.

THENCE with the west line of Farm to Market Road No. 973 and east line of the 80.827 acre and 70.312 acre tracts, S 22 deg. 54 min. 30 sec. W, 948.07 feet to the POINT OF BEGINNING, containing 55.312 acres of land.

*Dale L. Olson*  
Dale L. Olson  
RPLS 1753



Order #118100-1

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Dana DeBruin*  
03-28-2000 01:38 PM 2000046321  
DAVILAM \$15.00  
DANA DEBRUIN, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

## **EXHIBIT "B"**

### **MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

**WHEREAS**, the City of Manor, Texas (the "City") intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject property");

**WHEREAS**, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

**WHEREAS**, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

**WHEREAS**, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

**WHEREAS**, the owner(s) of the subject property agree they will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by the City, which are good and valuable consideration for this service plan; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

**NOW, THEREFORE**, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory and zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "A" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property or portions thereof (the "CCN holder") and, as applicable, the utility providing wholesale or retail water service to said CCN holder. Absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly

situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required by City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF MANOR  
FOR ANNEXATION OF PROPERTY**

**WHEREAS**, the undersigns are the owners of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description in Section One below (referred to herein as the "Subject Property");

**WHEREAS**, the undersigns have sought the annexation of the Subject Property by the City of Manor, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the Subject Property by the City;

**WHEREAS**, the Subject Property is contiguous and adjacent to the corporate limits of the City;

**WHEREAS**, the City, pursuant to *Chapter 43, Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the Subject Property; and,

**WHEREAS**, the undersigns agree and consent to the annexation of the Subject Property by the City and further agree to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

**NOW THEREFORE**, the undersigned by this Petition and Request:

**SECTION ONE:** Request the City Council of the City to commence annexation proceedings and to annex all portions of the Subject Property not already within the corporate limits of the City of Manor, Texas, including the abutting streets, roadways, and rights-of-way thereto, described as follows:

Property Description

**SECTION TWO:** Request that after annexation, the City provide such services as are legally permissible and provided by the City, including sanitation, wastewater and general governmental services as set forth in the municipal services plan.

**SECTION THREE:** Acknowledge and represent having received, read and understood the attached "draft" Service Plan (proposed to be applicable to and adopted for the Subject Property) and that such "draft" Service Plan is wholly adequate and acceptable to the undersign who hereby request the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

**SECTION FOUR:** Acknowledge that the undersigns understand and agree that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

**SECTION FIVE:** Agree that a copy of this Petition and Request may be filed of record in the offices of the City of Manor and in the real property records of Travis County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

**FILED**, this 10<sup>th</sup> day of JULY, 2016, with the City Secretary of the City of Manor, Travis County, Texas.

**Petitioners: Property Owner**



Name: Doreid Awad

Title: Managing Member

Company Dessau Road, LLC

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company (if applicable) \_\_\_\_\_

STATE OF TEXAS

§

§

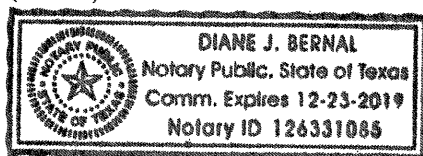
COUNTY OF TRAVIS

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DOREID ANKO (name), MEMBER (title), DESSANORD, LLC (company) owner of Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 18<sup>TH</sup> day of JULY, 2016.

(SEAL)



DIANE J. BERNAL

Notary Public-State of Texas

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ (name), \_\_\_\_\_ (title), \_\_\_\_\_ (company) owner of Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public-State of Texas



# **EXHIBIT “A”**

Survey or Legal Lot Description

# LEGEND

- 1/2" ROD FOUND
- 1/2" ROD SET
- ⊙ MAG NAIL SET
- X- WIRE FENCE
- // - WOOD FENCE
- ( ) RECORD INFORMATION
- ⚡ UTILITY POLE
- OH OVERHEAD UTILITY LINE(S)
- ⊙ MANHOLE
- ⊙ GAS WARNING SIGN
- ON INSIDE OF SUBJECT BOUNDARY
- OFF OUTSIDE OF SUBJECT BOUNDARY
- P.O.B. POINT OF BEGINNING

TEMPORARY BENCHMARK (TBM) IS  
TOP OF MAG NAIL SET. ELEVATION =  
510.35' NAVD 1988 DATUM.

BELL FARMS  
PHASE ONE-A  
(DOC. NO. 200500049)

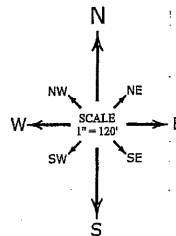
BELL FARMS  
PHASE ONE-A  
(DOC. NO. 200500049)

BELL FARMS  
PHASE TWO-A  
(DOC. NO. 200700061)

SILVINO SUAREZ AND  
SANTIAGO SUAREZ  
10.0 ACRES  
(DOC. NO. 2006212794)

BELL FARMS  
PHASE THREE  
(DOC. NO. 201400093)

TREE LIST	
300	10.5" HACKBERRY
301	8" HACKBERRY
302	11" HACKBERRY
303	12.5" HACKBERRY
304	10" HACKBERRY
305	12" HACKBERRY
306	11" HACKBERRY



**ALLSTAR**  
Land surveying  
9020 ANDERSON MILL RD  
AUSTIN, TEXAS 78729  
(512) 249-8149 PHONE  
(512) 331-5217 FAX  
TBLPLS FIRM NO. 10135000

## F.I.R.M. MAP INFORMATION

THIS PROPERTY DOES NOT LIE  
WITHIN THE 100 YEAR FLOOD-  
PLAIN, AND HAS A ZONE "X"  
RATING AS SHOWN ON THE  
FLOOD INSURANCE RATE MAPS  
F.I.R.M. MAP NO. 48453C0485J  
PANEL: 0485J  
DATED: AUGUST 18, 2014  
THIS CERTIFICATION IS FOR  
INSURANCE PURPOSES ONLY AND IS  
NOT A GUARANTEE THAT THIS  
PROPERTY WILL OR WILL NOT FLOOD.  
CONTACT YOUR LOCAL FLOOD PLAIN  
ADMINISTRATOR FOR THE CURRENT  
STATUS OF THIS TRACT.

## ADDRESS

SILVINO SUAREZ AND  
SANTIAGO SUAREZ  
12920 OLD HIGHWAY 20  
MANOR, TRAVIS COUNTY, TEXAS

SURVEY DATE:	MARCH 30, 2016	FILED BY:	DERICK SOLOMON	03/25/2016
TITLE CO.:	-	CALC. BY:	CHRIS ZOTTER	03/30/2016
G.F. NO.:	-	DRAWN BY:	SEAN SUTTON	03/30/2016
JOB NO.:	A0306316	RPLS CHECK:	EDWARD RUMSEY	03/30/2016

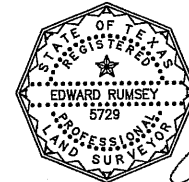
## RESTRICTIONS

-RESTRICTIONS:  
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THIS  
SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE,  
EASEMENTS AND/OR BOUNDARY LINE AGREEMENTS, THEREFORE, CERTAIN BASEMENTS  
MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON. ONLY THOSE SETBACK  
LINES, EASEMENTS, BOUNDARY LINES AND INTERESTS WHICH ARE REPRESENTED ON THE  
PARENT SUBDIVISION PLAT, WHICH IS REFERENCED HEREON, ARE PLOTTED ON THIS  
SURVEY, NO DOCUMENTS OTHER THAN THOSE CITED ON THIS SURVEY HAVE BEEN  
EXAMINED.

## LEGAL DESCRIPTION

BEING 10.0 ACRES OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT  
NO. 315 AND THE CALVIN BARKER SURVEY NO. 38, ABSTRACT NO. 58, BOTH LOCATED IN  
TRAVIS COUNTY, TEXAS, BEING THAT SAME TRACT OF LAND CONVEYED TO SILVINO  
SUAREZ AND SPOUSE, SANTIAGO SUAREZ IN WARRANTY DEED RECORDED IN DOCUMENT  
NUMBER 2006212794, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING  
FURTHER DESCRIBED BY METES AND BOUNDS DESCRIPTION IN EXHIBIT "A" ATTACHED  
HERETO AND MADE A PART HEREOF.

\*\*\*NOTICE\*\*\*  
BEFORE DESIGN BEGINS ON THE SUBJECT PROPERTY THE OWNER  
SHOULD CHECK THE LOCAL GOVERNING AUTHORITIES ABOUT  
BUILDING SETBACKS AND OTHER BUILDING REQUIREMENTS.



TO THE LIEN HOLDER AND / OR OWNERS OF THE PREMISES SURVEYED  
I DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE  
GROUND UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE  
OF THE PROPERTY LEGALLY DESCRIBED HEREON CERTIFIED ONLY TO  
BUILDING LINES AND EASEMENTS AS PER PLAT. THIS SURVEY WAS  
PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

CONCRETE  
HEADWALL  
ASPHALT  
APRON  
ELEV. 509.63'  
ELEV. 510.35'  
TBM  
ASPHALT  
APRON  
CULVERTS  
P.O.B.  
4.2' OFF  
EDGE OF ROAD  
GUARDRAIL  
OLD HIGHWAY 20  
(60' R.O.W.)  
510'-N 70°30'01" W 418.00'  
(N 70°30'01" W 418.00')

## **EXHIBIT "B"**

### **MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

**WHEREAS**, the City of Manor, Texas (the "City") intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject property");

**WHEREAS**, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

**WHEREAS**, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

**WHEREAS**, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

**WHEREAS**, the owner(s) of the subject property agree they will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by the City, which are good and valuable consideration for this service plan; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

**NOW, THEREFORE**, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory and zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "A" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property or portions thereof (the "CCN holder") and, as applicable, the utility providing wholesale or retail water service to said CCN holder. Absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly

situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required by City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**DOCKET OF THE MUNICIPAL COURT OF  
THE CITY OF MANOR, TRAVIS COUNTY, TEXAS**

**STATE OF TEXAS**

**vs.**

**REGINALD HARRIS, Defendant**

§

**CITATION NUMBER: E001623 01**

§

**OFFENSE DATE: AUGUST 7, 2016**

§

**OFFENSE: DROVE WHILE LICENSE  
INVALID**

**In the Name and by the Authority of the State of Texas:**

I, **Summer Stahura**, the undersigned affiant, do solemnly swear that I have good reason to believe and do believe that, **REGINALD HARRIS** hereinafter called Defendant, on or about **AUGUST 7, 2016** and before the making and filing of this complaint, in the territorial limits of the City of Manor, and the State of Texas, said Defendant did then and there

unlawfully drive a motor vehicle upon THE 15300 BLOCK OF US HWY 290, a public street located within the territorial limits of the City of Manor, Travis County, Texas, after said defendant's driver's license was either canceled, suspended, revoked, invalid, expired during suspension, or denied renewal, pursuant to Chapter 521 of the Texas Transportation Code, and

**Against the peace and dignity of the State of Texas.**

**My belief of the aforesaid statement is based upon information provided to me by ANDREW CRUISE, a Peace Officer for the STATE OF TEXAS, who personally observed such offense.**

*Summer Stahura*

\_\_\_\_\_  
Municipal Court Clerk

Sworn to and subscribed before me on this August 9, 2016.



*Oliveres Aguilar*

\_\_\_\_\_  
City Secretary  
City of Manor Municipal Court  
Travis County Texas

STATE OF TEXAS

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§  
§

COUNTY OF TRAVIS

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF MANOR  
FOR ANNEXATION OF PROPERTY**

**WHEREAS**, the undersigns are the owners of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description in Section One below (referred to herein as the "Subject Property");

**WHEREAS**, the undersigns have sought the annexation of the Subject Property by the City of Manor, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the Subject Property by the City;

**WHEREAS**, the Subject Property is contiguous and adjacent to the corporate limits of the City;

**WHEREAS**, the City, pursuant to *Chapter 43, Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the Subject Property; and,

**WHEREAS**, the undersigns agree and consent to the annexation of the Subject Property by the City and further agree to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

**NOW THEREFORE**, the undersigned by this Petition and Request:

**SECTION ONE:** Request the City Council of the City to commence annexation proceedings and to annex all portions of the Subject Property not already within the corporate limits of the City of Manor, Texas, including the abutting streets, roadways, and rights-of-way thereto, described as follows:

Property Description

**SECTION TWO:** Request that after annexation, the City provide such services as are legally permissible and provided by the City, including sanitation, wastewater and general governmental services as set forth in the municipal services plan.

**SECTION THREE:** Acknowledge and represent having received, read and understood the attached "draft" Service Plan (proposed to be applicable to and adopted for the Subject Property) and that such "draft" Service Plan is wholly adequate and acceptable to the undersign who hereby request the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.



**SECTION FOUR:** Acknowledge that the undersigns understand and agree that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

**SECTION FIVE:** Agree that a copy of this Petition and Request may be filed of record in the offices of the City of Manor and in the real property records of Travis County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

**FILED**, this 14 day of September, 2016 with the City Secretary of the City of Manor, Travis County, Texas.

**Petitioners: Property Owner(s)**



Name: Allen Clark

Title: owner

Company (if applicable) \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company (if applicable) \_\_\_\_\_

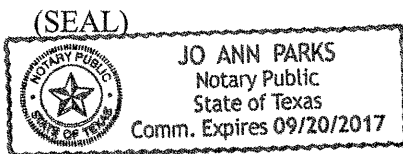
STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Allen Click (name), \_\_\_\_\_ (title), \_\_\_\_\_ (company) owner of Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the 7<sup>th</sup> day of September, 2016



Jo Ann Parks  
Notary Public-State of Texas

STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ (name), \_\_\_\_\_ (title), \_\_\_\_\_ (company) owner of Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

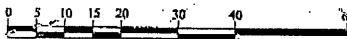
**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public-State of Texas

# EXHIBIT “A”

Survey or Legal Lot Description



Scale 1"=20'

(bearing basis)  
N 20°21'00" E

(141.00')  
140.97'

Cottonwood Holdings Ltd.  
109.50 Acres  
Doc # 1999115220

POB



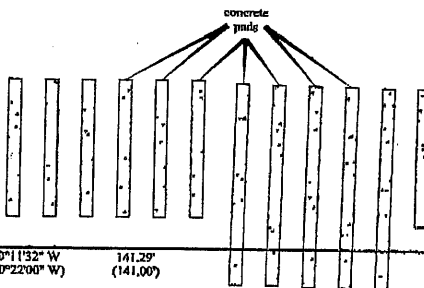
0.61 of an Acre

Doc # 2000027407  
Doc # 2003024083

Glenwinkel  
Doc # 2000027405

(N 69°34'00" W)  
187.56'  
(S 69°34'00" W)

(S 69°34'00" E)  
187.15'  
(N 69°34'00" E)



S 20°11'32" W  
(S 20°22'00" W) 141.29'  
(141.00')

FM ROAD No. 973

(R.O.W. Doc. # 2003024083)

**ALL STAR Land Surveying**

8111 Matchlock Cove  
Austin, TX 78729  
(512) 249-8149 phone  
(512) 331-5217 fax

ALLEN CLICK  
13500 NORTH FM ROAD No. 973  
0.61 OF AN ACRE BEING OUT  
OF THE GREENBURY GATES  
SURVEY No. 63, A-315  
MANOR, TRAVIS CO., TEXAS  
BEING FUTHER DESCRIBED  
IN EXHIBIT "A"

SURVEY DATE: 10/17/2003  
Title Co.: Alamo Title  
G.F. # 03-7091545  
JOB No. A1004403

FIELD BOOK	FR2	10/17
FIELD WORK	AM/BG	10/17
DRAFTING	S. Brothers	10/17
FINAL CHECK	ER	10/17
UPDATE	NA	-

**FLOOD NOTE:**

THIS PROPERTY DOES NOT LIE  
WITHIN THE 100 YEAR FLOODPLAIN,  
AND HAS A ZONE X RATING AS  
SHOWN ON THE FLOOD INSURANCE  
RATE MAPS  
F.I.R.M. MAP No. 48453C0055E  
PANEL: 0055E  
DATED: 6-16-93

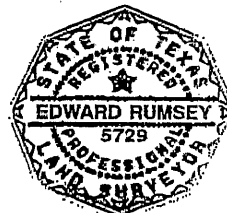
This certification is for insurance purposes  
only and is not a guarantee that this  
property will or will not flood. Contact  
your local floodplain administrator for the  
current status of this tract.

**RESTRICTIONS:**

Subject to Pipe line easement to Manville  
Water Supply Corp., recorded in  
Vol. 4822, Pg. 1615.

**LEGEND**

○ 1/2" IRON PIPE FOUND  
BL 1/2" REBAR FOUND  
BL BUILDING LINE  
FUE PUBLIC UTILITY ESMY  
DE DRAINAGE ESMY  
( ) RECORD INFORMATION  
# POWER POLE  
CH OVERHEAD UTILITIES  
T TELEPHONE, FIDISTAL



TO THE LIENHOLDER AND / OR OWNERS OF THE PREMISES SURVEYED AND TO

**ALAMO TITLE COMPANY**

I do hereby certify that this survey was this day made on the ground under my supervision and to the best of my knowledge of the property legally described hereon and that there are no boundary line conflicts, encroachments overlapping of improvements, or roads in place, except as shown hereon, and certifies only to the legal description and easements shown on the referenced title commitment.

6.00

53,460.13

## **EXHIBIT "B"**

### **MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

**WHEREAS**, the City of Manor, Texas (the "City") intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject property");

**WHEREAS**, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

**WHEREAS**, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

**WHEREAS**, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

**WHEREAS**, the owner(s) of the subject property agree they will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by the City, which are good and valuable consideration for this service plan; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

**NOW, THEREFORE**, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory and zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "A" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property or portions thereof (the "CCN holder") and, as applicable, the utility providing wholesale or retail water service to said CCN holder. Absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly

situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required by City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.





## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 5, 2016

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a second and final reading of an ordinance annexing 157.9603 acres out of the A.C. Caldwell Survey No. 52, Abstract No. 154 and Lemeul Kimbro Survey No. 64, Abstract No. 456, and being the tracts of land conveyed to the Kimbro Road Estates, LP per deed recorded as document No. 2005154974 of the Official Public Records of Travis County, Texas.

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### BACKGROUND/SUMMARY:

~160 acres on Old Kimbro Road near the intersection of FM 1100 were petitioned to be annexed. The petition was accepted, 2 public hearings were held with no objections, 2 readings of the draft municipal service plan were held with no objections. This is the second of 2 readings of the ordinance to annex the property. The first reading was held on the September 21, 2016 City Council meeting.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Ordinance

Exhibit A - property descriptions and map

Exhibit B - Municipal Service Plan

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the second and final reading of an ordinance to annex 157.9603 acres of land at Old Kimbro Road and FM 1100 as presented.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☒ NONE

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 157.9603 ACRES OF LAND, MORE OR LESS, THAT IS ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS;** the City of Manor, Texas (“the City”) is home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

**WHEREAS;** the owner of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov’t Code*;

**WHEREAS;** the property is adjacent to the present city limits and contiguous with the city limits;

**WHEREAS;** the City Council has heard and has decided to grant the request;

**WHEREAS;** two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § 43.063 of the *Tex. Loc. Gov’t. Code*;

**WHEREAS;** notice of the public hearing was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than (10) days prior to the public hearings;

**WHEREAS;** the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit “B”

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

**Section 1.** All of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied herein in their entirety.

**Section 2.** That the following described property (hereinafter referred to as the “Annexed Property”) is hereby annexed into the corporate limits of the City of Manor:

All portions of that certain tract or parcel of land not previously annexed into the city limits, being 157.9603 acres out of the A.C. Caldwell Survey No. 52, Abstract No. 154 and Lemuel Kimbro Survey No. 64, Abstract No. 456, and being the tracts of land conveyed to Kimbro Road Estates, LP per deed recorded as document No. 2005154974 of the Official Public Record of Travis County, Texas, and being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes.

**Section 3.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit “B”.

**Section 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**Section 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Manor.

**Section 6.** That the Annex Property shall be temporarily zoned District "A" as provided in the City Zoning Ordinance, until permanent zoning is established therefore.

**Section 7.** That 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 severable.

**Section 8.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**Section 9.** That it is hereby officially found and determined that the meeting at which this Ordinance is passes was open to the public as required and that public notice of the time, place, and purpose of said meeting was given required by the Opens Meeting Act, *Chapt. 551, Tex. Gov't Code*.

**PASSED AND APPROVED** first reading on this the 21<sup>st</sup> day of September, 2016

**SECOND AND FINAL READING** on this the 5<sup>th</sup> day of October, 2016

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Frances Aguilar, City Secretary

\_\_\_\_\_  
Rita Jonse, Mayor

**EXHIBIT "A"**

Property description: +/- 157.9603 acres

EXHIBIT A

**DESCRIPTION OF A TRACT OF LAND CONTAINING 157.9603 ACRES OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 AND THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, AND BEING THE TRACTS OF LAND CONVEYED TO KIMBRO ROAD ESTATES, LP PER DEED RECORDED AS DOCUMENT NO. 2005154974 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a "T" post found at the most easterly corner of said Kimbro Road Estates, LP tract, said point also being the common corner with the tract conveyed to Tiffany Brick Co., L.P. per deed recorded as Document No. 2003150661, O.P.R.T.C.T., and of the tract conveyed to Don Ray Swenson per deed recorded in Volume 660, Page 151, of the Real Property Records of Travis County, Texas, for the most westerly corner and **POINT OF BEGINNING**, hereof;

**THENCE**, along the common line of said Kimbro Road Estates, LP tract and of said Don Ray Swenson tract, South 27°46'52" West, a distance of 2,710.20 feet to a calculated point on the northerly right-of-way line of Kimbro Road (60' wide right-of-way);

**THENCE**, along the common line of said Kimbro Road Estates, LP tract and the northerly right-of-way line of Kimbro Road, North 85°54'16" West, passing at a distance of 84.56 feet a ½-inch iron rod, for a total distance of 2,370.23 feet to concrete monument found at the beginning of a 1,407.07 foot radius curve concave southerly;

**THENCE**, continuing westerly along the common line of said Kimbro Road Estates, LP tract and the northerly right-of-way line of Kimbro Road and the arc of said 1,404.07 foot radius curve a distance of 176.21 feet through a central angle of 07°10'32", and a chord bearing South 89°29'21" West and distance of 176.10 feet to a ½-iron rod found at the beginning of a 613.14 foot radius curve concave southeasterly;

**THENCE**, continuing southwesterly along the common line of said Kimbro Road Estates, LP tract and the northerly right-of-way line of Kimbro Road and the arc of said 613.14 foot radius curve a distance of 391.07 feet through a central angle of 36°32'39", and a chord bearing South 68°35'32" West and distance of 384.47 feet to a 5/8-inch iron rod with "RPLS 4532" cap found at a point on the southeaster boundary of Lot 1, J.F. NAGLE ESTATES, a subdivision in Travis County, per map or plat thereof recorded as Document No. 199900207, O.P.R.T.C.T.;


**THENCE**, along a common line of said Kimbro Road Estates, LP tract and a southeasterly line of said Lot 1, North 28°18'28" East, a distance of 1,281.05 feet to a ½-iron rod found in concrete at an angle point in last said common line;

**THENCE**, along a common line of said Kimbro Road Estates, LP tract, and a southwesterly line of said Lot 1 and then the southwesterly line of the remainder of the tract conveyed to John F. Nagle, per deed recorded in Volume 180, Page 240, of the Deed Records of Travis County, Texas, South 62°26'57" East, a distance of 563.75 feet to a calculated point, being the southeast corner of said remainder;

**THENCE**, along a common line of said Kimbro Road Estates, LP tract, and of said remainder, North 27°32'13" East, a distance of 2,746.71 feet to a ¼-inch iron rod found at the northeast corner of said remainder, said point being on the southerly line of said Tiffany Brick Co. LP tract;

**THENCE**, along the common line of said Kimbro Road Estates, LP tract, and of said Tiffany Brick Co. LP tract, South 62°21'22" East, a distance of 2,013.72 feet to the **POINT OF BEGINNING**, and containing 157.9603 acres of land, more or less.

Bearing Basis: Texas State Plane Coordinate System, Central Zone-4203, NAD83 (CORS).



8/15/16

Sydney Smith Xinos, R.P.L.S.  
Texas Registration No. 5361  
Doucet & Associates Inc.,  
7401 B Hwy. 71 West, Suite 160  
Austin, Texas 78735  
Firm Registration No. 10105800





# City of Manor Annexation

159.52 Acres on Old Kimbro Road



1:10,000

**EXHIBIT “B”**

Approved municipal Service Plan



**MUNICIPAL SERVICES PLAN  
FOR PROPERTY TO BE  
ANNEXED INTO THE CITY OF MANOR**

**WHEREAS**, the City of Manor, Texas (the "City") intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the "subject property");

**WHEREAS**, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

**WHEREAS**, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

**WHEREAS**, infrastructure shall be provided for the subject property pursuant to the terms and conditions of the Development Agreement for the Kimbro Estates Property (the "Development Agreement"); provided that, except for municipal service provided for in the Development Agreement, municipal services shall be provided on the same terms and conditions as such services are provided to other similarly situated properties currently within the City; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

**NOW, THEREFORE**, the City agrees to provide the following services for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area and shall be temporarily zoned "A" with the intent to rezone the subject property upon request of the landowner or staff. It is the City's intent to zone the subject property at the Owner's request in a manner that is not inconsistent with such uses, as provided in the Development Agreement. The Planning & Zoning Commission and the City Council will consider the applicant's request to process a zoning application and zone the subject property for such use and development following final annexation of the subject property.

I. Storm Water Management: Owner will provide storm water system at its own expense, which will be inspected by City Engineers at the time of completion. The City will then maintain the storm water system upon acceptance of the system by the City.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) The City intends to provide water services to the subject property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to water service are incorporated herein by reference. Save and except as provided in the Development Agreement, if connected to the City's water system, the City will provide water service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of water service. The Owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements required by the Development Agreement, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in

effect from time to time. The water system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the subject property, the terms and provisions of the Development Agreement shall govern and control.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) The City intends to provide wastewater services to the subject property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to wastewater service are incorporated herein by reference. Save and except as provided in the Development Agreement, the City will provide wastewater service in accordance with the applicable rules and regulations for the provision of wastewater service in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. The Owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements required by the Development Agreement, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the subject property, the terms and provisions of the Development Agreement shall govern and control.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property; provided that improvements may be required by the Owner under the terms detailed in the Development Agreement.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated by the City after the effective date of the annexation: None. Upon development of the subject property, save and except as provided in the Development Agreement, the Owner will be responsible for the development costs the same as a developer in a similarly situated area. Capital Improvements shall be designed, constructed and installed by the Owner as provided in the Development Agreement.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 5, 2016

PREPARED BY: Paige Saenz

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the First Amendment to the Restated, Revised, and Amended Agreement regarding the creation and operation of the Presidential Glen Municipal Utility District.

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### BACKGROUND/SUMMARY:

The proposed amendment amends the process for conveyance of completed public facilities to the City. The existing agreement provides for the facilities to be conveyed to the MUD and then to the City. The proposed amendment provides for the facilities to be conveyed directly to the City after completion, in accordance with the City's typical procedures for accepting public facilities. Certain facilities will be operated and maintained by the HOA for the subdivision.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

First Amendment to Presidential Glen Municipal Utility District

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the proposed first amendment to the Restated, Revised, and Amended Agreement regarding the creation and operation of the Presidential Glen Municipal Utility District.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☒ NONE

**FIRST AMENDMENT TO  
RESTATED, REVISED AND AMENDED  
AGREEMENT REGARDING THE CREATION AND OPERATION OF  
THE PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT**

This **FIRST AMENDMENT TO RESTATED, REVISED AND AMENDED AGREEMENT REGARDING THE CREATION AND OPERATION OF THE PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT** (this “Amendment”) is entered into effective as of \_\_\_\_\_, 2016 among the **CITY OF MANOR, TEXAS**, a Texas home rule municipal corporation (the “City”), **PRESIDENTIAL GLEN, LTD.**, a Texas limited partnership (“Presidential Glen”), **WEST ELGIN DEVELOPMENT CORPORATION**, a Texas corporation (“Elgin”), **LGI HOMES - TEXAS, LLC**, a Texas limited liability company (“LGI”), \_\_\_\_\_ as Independent Executor of The Estate of Terrell Timmermann, Deceased (“Timmermann”), and **PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT**, a municipal utility district created under Chapters 49 and 54 of the Texas Water Code (the “District”). Presidential Glen, Elgin, LGI, and Timmermann are sometimes referred to herein collectively as the “Developers” and individually as a “Developer”. The City, the Developers, and the District are sometimes referred to herein as the “Parties” or individually as the “Party”.

**RECITALS**

A. The City, the District, and Presidential Glen (individually and as agent for BAD Gunn Limited Partnership, a Texas limited partnership (“BAD Gunn”), the Estate of Robert Andrew Gunn (the “Robert Gunn Estate”), and Elgin) previously entered in a Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District dated effective June 19, 2009 (the “Consent Agreement”), which, among other things, memorialized the City’s consent to the creation of the District and set forth certain terms and conditions governing the construction, financing, operation, maintenance, and ownership of the water, sewer, and drainage utilities and park and recreational facilities serving the property within the District.

B. LGI subsequently acquired ±116.694 acres in the District from Presidential Glen as well as all of BAD Gunn’s property in the District (collectively, the “LGI Property”), and is the successor to the rights, obligations and interests of BAD Gunn and Presidential Glen under the Consent Agreement with respect to the LGI Property.

C. The ±29.764 acres originally owned by the Robert Gunn Estate is now owned by Timmerman, and Timmerman has, accordingly, become the successor to all rights, obligations and interests of the Robert Gunn Estate under the Consent Agreement.

D. The City and Presidential Glen, individually and as agent for Timmermann’s predecessors in interest, Elgin, and BAD Gunn, previously entered into a Revised and Restated Development Agreement for the Presidential Glen Subdivision dated as of June 19, 2009, as modified and amended by that certain First Amendment to the Revised and Restated Development Agreement for the Presidential Glen Subdivision dated as of January 18, 2012, as assigned by that certain Partial Assignment and Assumption of Development Agreement dated as of January 23, 2014, recorded as Document No. 2014012326 in the Official Public Records of Travis County, Texas, and as further modified and amended by that certain Second Amendment to the Revised and Restated Development Agreement for the Presidential Glen Subdivision dated of even date herewith (the “Second Amendment”), and as may be further modified, amended and/or assigned (as so modified, amended and/or assigned, the “Revised Development Agreement”).

The Parties now desire to amend the Consent Agreement to modify the mechanics of how and when the Utility System, the Drainage System, and the Park Facilities, as such terms are defined in the Consent Agreement, will be constructed, owned, operated, and maintained.

#### **AGREEMENT**

1. Defined Terms. Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Consent Agreement.

2. Construction, Operation, Maintenance, and Conveyance of Utility System, Drainage System and Park Facilities. Articles 6, 7, and 10 of the Consent Agreement are hereby amended and restated in their entirety so as to read as follows:

#### **“Article 6 Construction, Operation, Maintenance, and Conveyance of Utility System**

6.01. The District shall acquire or construct, or cause to be acquired or constructed, a water and sewer system to provide water and sewer service to customers located within the boundaries of the District (the “Utility System”). The Utility System shall be located in dedicated public rights-of-way or utility easements or in easements or upon real property owned by the District or a Developer. The Utility System shall be designed and constructed in accordance with the law applicable to municipal utility districts, the rules and regulations of the Commission, the ordinances, rules and regulations of the City, and the applicable rules of any other governmental agency with jurisdiction.

6.02. Following completion of each portion of the Utility System, the Developer that constructed such portion of the Utility System shall contact the City to conduct an inspection of such portion of the Utility System. The City Engineer will inspect the completed improvements in accordance with the process and procedures set forth in the Applicable Regulations (as defined in the Revised Development Agreement) to ensure compliance with the Revised Development Agreement and the approved construction plans. The City will accept such portion of the Utility System for operation and maintenance thereof within 30 days of the City Engineer’s report that the portion of the Utility System has passed inspection, provided that the requirements for City acceptance of such system as set forth in the Applicable Regulations have been met, and provided further that the Developer has delivered to the City such instruments and documents as the City reasonably requires to convey or formalize city acceptance of the maintenance and operation obligations of that portion of the Utility System and any easements or real property held by the Developer associated with that portion of the Utility System to the City on behalf of the District free and clear of any liens and encumbrances except such as may be agreed to by the City subject, however, to the Developer’s right, if any, to reimbursement from the District through the issuance of bonds approved by the Commission.

6.03. Following the City’s final acceptance of a portion of the Utility System as described in Section 6.02 above, the City shall be responsible for operating, maintaining, and repairing (but not for payment of construction and/or purchase contracts for) that portion of the Utility System out of the current revenues of the City. The City shall operate and maintain the Utility System in good condition and working order, and in accordance with all

applicable regulatory requirements.

6.04. Following the conveyance of each portion of the Utility System to the City, the City shall reserve sufficient capacity, as reasonably determined by the City, in that portion of the Utility System to provide services, upon conveyance and acceptance of the complete Utility System, to customers located within the District.

6.05. The District may not construct or install or cause to be constructed or installed any water or sewer lines or other water and sewer facilities to serve areas outside the boundaries of the District without the City's prior written consent.

6.06. The Developers and District hereby grant the City full access to any portion of the Utility System, as may be reasonably determined by the City, including any easements or real property held by the Developers or District associated with any portion of the Utility System, that has not yet been conveyed to and finally accepted by the City under Section 6.02.

## **Article 7**

### **Construction, Operation, Maintenance, and Conveyance of Drainage System**

7.01. The District shall acquire or construct, or cause to be acquired or constructed, a drainage system to provide drainage service to customers located within the boundaries of the District that is required by City approved plans and specifications for the construction and development of the Property (the "Drainage System"). The Drainage System shall be located in dedicated public rights-of-way or utility easements or in easements or upon real property owned by the District or a Developer. The Drainage System shall be designed and constructed in accordance with the law applicable to municipal utility districts, the rules and regulations of the Commission, the ordinances, rules and regulations of the City, and the applicable rules of any other governmental agency with jurisdiction.

7.02. Following completion of each portion of the Drainage System, the Developer that constructed such portion of the Drainage System shall contact the City to conduct an inspection of such portion of the Drainage System. The City Engineer will inspect the completed improvements in accordance with the process and procedures set forth in the Applicable Regulations to ensure compliance with the Revised Development Agreement and the approved construction plans. The City will accept such portion of the Drainage System within 30 days of the City Engineer's report that the portion of the Drainage System has passed inspection, provided that: (a) the requirements for City acceptance of such system as set forth in the Applicable Regulations have been met; (b) the conditions for acceptance of the Drainage System, or portions thereof, set forth in Section 4(a) and Section 4(b) of the Second Amendment have been met; and (c) provided further that the Developer has delivered to the City a Special Warranty Deed executed by Developer in substantially the form of Schedule 7.02 hereof (the "Conveyance Deed") required to convey that portion of the Drainage System and any easements or real property held by the Developer associated with that portion of the Drainage System to the City on behalf of the District free and clear of any liens and encumbrances except such as may be



agreed to by the City subject, however, to the Developer's right, if any, to reimbursement from the District through the issuance of bonds approved by the Commission.

7.03 Following the City's final acceptance of a portion of the Drainage System as described in Section 7.02 above, the City shall be responsible for operating, maintaining, and repairing that portion of the Drainage System out of the current revenues of the City, except with respect to Surface Drainage Improvements (as hereinafter defined) to be operated, maintained and repaired by an Owner's Association (as hereinafter defined). The City shall operate and maintain the Drainage System (excepting only any Surface Drainage Improvements to be maintained by an Owner's Association) in good condition and working order, and in accordance with all applicable regulatory requirements. The City will require, or cause the Developers to require, the Presidential Glen Master Community, Inc., a Texas non-profit corporation or other property owners' association established within the District (an "Owner's Association") to operate and maintain any portion of the Drainage System that consists of open surface drainage facilities, such as retention or detention ponds or open drainage swales and ditches (the "Surface Drainage Improvements"), on behalf of the City in accordance with the terms of a License and Maintenance Agreement to be executed by the applicable Owner's Association contemporaneously with execution of the Conveyance Deed by Developer in substantially in the form of Schedule 7.03 hereof (the "License Agreement"), provided that the City does not compensate the Owner's Association(s) to do so. The final form of License Agreement to be executed by the applicable Owner's Association shall be subject to any revisions required to comply with the qualified management rules as provided in Rev. Proc. 97-13 to ensure tax exempt status of any bonds issued for acquisition of such Drainage System. Any such Surface Drainage Improvements to be operated and maintained by an Owner's Association will be designated by the City in writing during the construction plan phase, or by mutual agreement of the City and applicable Developer prior to plat recordation. The City may elect to terminate the License Agreement and maintain the Surface Drainage Improvements in the future; provided, however, that the City will maintain or cause to be maintained all Surface Drainage Improvements in a manner that preserves the drainage function of such Surface Drainage Improvements.

7.04. Following the conveyance of each portion of the Drainage System to the City, the City shall reserve sufficient capacity in that portion of the Drainage System to provide services to customers located within the District.

7.05. The District may not construct or install or cause to be constructed or installed any drainage facilities to serve areas outside the boundaries of the District without the City's prior written consent.

7.06. The Developers and District shall grant the City full access to any portion of the Drainage System, including any easements or real property held by the Developers or District associated with any portion of the Drainage System, that has not been conveyed to or finally accepted by the City under Section 7.02.

**Article 10**  
**Construction, Operation, Maintenance, and Conveyance**  
**of Parks and Recreational Facilities**

10.01. Except for the minimum number of acres of parkland and open space required to be conveyed to the City in the Revised Development Agreement, the Developers are not required to convey or dedicate any parks or recreational facilities (the "Park Facilities") to the City or the District. Park Facilities will either be dedicated, on behalf of the District, to the City as public parks and maintained by an Owner's Association (the "Public Park Facilities"), or conveyed as private parks to an Owner's Association for the exclusive use of members of such Owner's Association and ownership and maintenance by such Owner's Association (the "Private Park Facilities"). Public Park Facilities and Private Park Facilities shall be designated by the City in writing during the construction plan phase, or by mutual agreement of the City and applicable Developer prior to plat recordation; provided, however, the City, the District and the Developers each hereby acknowledge and agree that the Park Facilities described and/or depicted on Schedule 10.01A attached hereto shall be Public Park Facilities and the Park Facilities described and/or depicted on Schedule 10.01B attached hereto shall be Private Park Facilities.

10.02. Public Park Facilities shall be located upon real property owned by the District or the Developer and located within the District boundaries. Public Park Facilities shall be designed and constructed in accordance with the law applicable to municipal utility districts, the rules and regulations of the Commission, the ordinances, rules and regulations of the City, and the applicable rules of any other governmental agency with jurisdiction.

10.03 Following completion of any Public Park Facilities, the Developer that constructed such portion of the Public Park Facilities shall contact the City to conduct an inspection of such portion of the Public Park Facilities. The City Engineer will inspect the completed improvements in accordance with the process and procedures set forth in the Applicable Regulations to ensure compliance with the Revised Development Agreement and the approved construction plans. The City will accept such portion of the Public Park Facilities within 30 days of the City Engineer's report that the portion of the Public Park Facilities has passed inspection, provided that: (a) the requirements for City acceptance of such facilities as set forth in the Applicable Regulations have been met; (b) the conditions for acceptance of the Public Park Facilities, or portions thereof, set forth in Section 4(a) and Section 4(b) of the Second Amendment have been met; and (c) provided further that the Developer has delivered to the City a Conveyance Deed executed by Developer required to convey that portion of the Public Park Facilities and any easements or real property held by the Developer associated with that portion of the Public Park Facilities to the City on behalf of the District free and clear of any liens and encumbrances except such as may be agreed to by the City subject, however, to the Developer's right, if any, to reimbursement from the District through the issuance of bonds approved by the Commission.

10.04 The City will require, or cause the Developers to require, an Owner's Association to operate and maintain Public Park Facilities on behalf of the City in accordance with the terms of the License Agreement executed by such Owner's Association for such Public Park Facilities, provided that the City does

not compensate the Owner's Association to do so. The final form of License Agreement to be executed by the applicable Owner's Association shall be subject to any revisions required to comply with the qualified management rules as provided in Rev. Proc. 97-13 to ensure tax exempt status of any bonds issued for acquisition of such Public Park Facilities. The City may elect to terminate the License Agreement and maintain the Public Park Facilities in the future; provided, however, that to the extent that the Public Park Facilities include any Surface Drainage Improvements, the City will maintain or cause to be maintained the Public Park Facilities in a manner that preserves the drainage function of the Surface Drainage Improvements contained therein.

10.05. The Developers and the District shall grant the City full access to all Public Park Facilities, including any real property held by the Developers or District associated with any portion of the Public Park Facilities, that has not been conveyed to or finally accepted by the City under Section 10.03.

3. Existing Park Facilities and Surface Drainage Improvements. The City, the District, and the Developers hereby acknowledge and agree that the Surface Drainage Improvements located on lots that include Public Park Facilities and the platted Lots containing Surface Drainage Improvements that do not include any Public Park Facilities, as each are described on Schedule 10.01A attached hereto and incorporated herein by reference have already been finally platted, and shall be conveyed to the City by Conveyance Deed executed by the applicable Developer, and maintained by an Owner's Association pursuant to a License Agreement executed by the applicable Owner's Association each contemporaneously with the execution of this Amendment.

4. Schedules. The Consent Agreement is hereby modified and amended to add Schedule 10.01A and Schedule 10.01B as new schedules to the Consent Agreement.

5. Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Consent Agreement continue to govern the rights and obligations of the parties, and the terms of the Consent Agreement remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Consent Agreement, this Amendment will control and modify the Consent Agreement.

6. Effective Date of this Amendment. Notwithstanding the date of approval by the City or execution by any Party, this Amendment will become effective on the date that the Second Amendment is approved by the City and executed by all parties thereto (the "Effective Date"). The effectiveness of this Amendment is expressly conditioned upon the execution and delivery of the Second Amendment by all parties and the City's approval thereof.

7. Counterparts. To facilitate execution, (a) this Amendment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) a signature delivered by facsimile or in another electronic format (*e.g.*, .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

\* \* \*

**IN WITNESS WHEREOF**, the Parties have executed this Amendment to be effective

as of the Effective Date.

[counterpart signature pages follow]

**COUNTERPART SIGNATURE PAGE TO:**

**FIRST AMENDMENT TO  
RESTATED, REVISED AND AMENDED  
AGREEMENT REGARDING THE CREATION AND OPERATION OF  
THE PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT**

**CITY:**

**CITY OF MANOR, TEXAS**

By: \_\_\_\_\_  
Rita G. Jonse, Mayor

**THE STATE OF TEXAS   §**

**§**

**COUNTY OF TRAVIS   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Rita G. Jonse, Mayor of the City of Manor, a Texas municipal corporation, on behalf of said city.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**COUNTERPART SIGNATURE PAGE TO:**

**FIRST AMENDMENT TO  
RESTATED, REVISED AND AMENDED  
AGREEMENT REGARDING THE CREATION AND OPERATION OF  
THE PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT**

**PRESIDENTIAL GLEN:**

**PRESIDENTIAL GLEN, LTD.**, a Texas  
limited partnership

By: Presidential Glen GP, Inc., a Texas  
corporation, as sole general partner

By: \_\_\_\_\_  
Peter A. Dwyer, President

**THE STATE OF TEXAS   §  
  §  
COUNTY OF TRAVIS   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Peter A. Dwyer, President of Presidential Glen GP, Inc., a Texas corporation, general partner of Presidential Glen, Ltd., a Texas limited partnership, on behalf of said corporation and said limited partnership.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**COUNTERPART SIGNATURE PAGE TO:**

**FIRST AMENDMENT TO  
RESTATED, REVISED AND AMENDED  
AGREEMENT REGARDING THE CREATION AND OPERATION OF  
THE PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT**

**DISTRICT:**

**PRESIDENTIAL GLEN MUNICIPAL  
UTILITY DISTRICT**

By: \_\_\_\_\_  
Joyce Weedman, President  
Board of Directors

**THE STATE OF TEXAS   §  
                                     §  
COUNTY OF TRAVIS   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Joyce Weedman, President of the Board of Directors of Presidential Glen Municipal Utility District, a political subdivision of the State of Texas, on behalf of said district.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**COUNTERPART SIGNATURE PAGE TO:**

**FIRST AMENDMENT TO  
RESTATED, REVISED AND AMENDED  
AGREEMENT REGARDING THE CREATION AND OPERATION OF  
THE PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT**

**LGI:**

**LGI HOMES - TEXAS, LLC**, a Texas  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE STATE OF \_\_\_\_\_ §**  
**§**  
**COUNTY OF \_\_\_\_\_ §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, \_\_\_\_\_ of LGI Homes - Texas, LLC, a Texas limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas



**COUNTERPART SIGNATURE PAGE TO:**

**FIRST AMENDMENT TO  
RESTATED, REVISED AND AMENDED  
AGREEMENT REGARDING THE CREATION AND OPERATION OF  
THE PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT**

**ELGIN:**

**WEST ELGIN DEVELOPMENT  
CORPORATION**, a Texas corporation

By: \_\_\_\_\_  
Peter A. Dwyer, President

**THE STATE OF TEXAS   §  
  §  
COUNTY OF TRAVIS   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Peter A. Dwyer, President of West Elgin Development Corporation, a Texas corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**COUNTERPART SIGNATURE PAGE TO:**

**FIRST AMENDMENT TO  
RESTATED, REVISED AND AMENDED  
AGREEMENT REGARDING THE CREATION AND OPERATION OF  
THE PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT**

**TIMMERMANN:**

**The Estate of Terrell Timmerman,  
Deceased**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Independent Executor

**THE STATE OF TEXAS   §  
  §  
COUNTY OF TRAVIS   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as Independent Executor of **The Estate of Terrell Timmermann, Deceased**, on behalf of said estate.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**COUNTERPART SIGNATURE PAGE TO:**

**FIRST AMENDMENT TO  
RESTATED, REVISED AND AMENDED  
AGREEMENT REGARDING THE CREATION AND OPERATION OF  
THE PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT**

**TIMMERMANN:**

**The Estate of Terrell Timmerman,  
Deceased**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Independent Executor

**THE STATE OF TEXAS   §  
                                     §  
COUNTY OF TRAVIS   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as Independent Executor of **The Estate of Terrell Timmermann, Deceased**, on behalf of said estate.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**SCHEDULE 7.02**  
**TO**  
**FIRST AMENDMENT TO**  
**RESTATED, REVISED AND AMENDED**  
**AGREEMENT REGARDING THE CREATION AND OPERATION OF**  
**THE PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT**

**FORM OF CONVEYANCE DEED**

[SEE ATTACHED]

## SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT \_\_\_\_\_, (hereinafter called "*Grantor*"), on behalf of Grantor and **Presidential Glen Municipal Utility District**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to Grantor cash in hand paid by the **City of Manor, Texas**, a Texas municipal corporation (hereinafter called "*Grantee*"), the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee, all those certain lots, tracts or parcels of land, known and described as follows:

together with all improvements thereon, fixtures affixed thereto, and appurtenances thereto; including all of Grantor's right, title and interest, if any, in and to all roads, alleys, easements, streets, and ways adjacent to such lots (collectively, the "*Property*")

This conveyance is expressly made subject to the restrictions, covenants, and easements, if any, apparent on the ground, and utility easements, if any, in use by the City or any other public utility, and any other encumbrances now in force and existing of record in the office of the County Clerk of Travis County, Texas, to which reference is hereby made for all purposes.

This conveyance is made in accordance with that certain Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District dated effective June 19, 2009, as amended, and Grantor hereby reserves any and all rights to receive reimbursement from Presidential Glen Municipal Utility District with respect to all or a portion of the Property and/or any improvements thereon through the issuance of bonds approved by the Texas Commission on Environmental Quality.

TO HAVE AND TO HOLD the above described Property, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, The City of Manor, Texas, its successors and assigns forever, and Grantor does hereby bind its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said Property unto The City of Manor, Texas, the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantor, but not otherwise.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

GRANTOR:

By:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS           §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, Grantor herein, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public-State of Texas

ACCEPTED BY THE CITY OF MANOR, TEXAS (Grantee):

\_\_\_\_\_, Mayor

Mailing Address:

P.O. Box 387  
Manor, Travis County, Texas 78653

THE STATE OF TEXAS           §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, Mayor, City of Manor, Texas, Grantee herein, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:

City of Manor  
City Secretary  
P.O. Box 387  
Manor, Texas 78653

**SCHEDULE 7.03**  
**TO**  
**FIRST AMENDMENT TO**  
**RESTATED, REVISED AND AMENDED**  
**AGREEMENT REGARDING THE CREATION AND OPERATION OF**  
**THE PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT**

**FORM OF LICENSE AGREEMENT**

[SEE ATTACHED]



## LICENSE AND MAINTENANCE AGREEMENT

The City of Manor, a Texas home-rule municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the "City"), and \_\_\_\_\_, a \_\_\_\_\_ ("Licensee"), enter into this License and Maintenance Agreement (this "Agreement") effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_ (the "Effective Date"), upon the terms and conditions set forth below.

### I. DEFINED TERMS.

A. "Consent Agreement" means the Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District dated effective June 19, 2009, as amended.

B. "Development Agreement" means the Revised and Restated Development Agreement for the Presidential Glen Subdivision dated effective June 19, 2009, as amended.

C. "District" means Presidential Glen Municipal Utility District.

D. "First Amendment to Consent Agreement" means the First Amendment to Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District dated \_\_\_\_\_, 2016.

E. "Improvements" means the "HOA-Maintained Improvements" (as defined in the Second Amendment to Development Agreement) and the "Public Park Facilities" and "Surface Drainage Improvements" (as such terms are defined in the First Amendment to Consent Agreement) within the Subdivision.

F. "Second Amendment to Development Agreement" means the Second Amendment to the Revised and Restated Development Agreement for the Presidential Glen Subdivision dated effective as of \_\_\_\_\_, 2016.

G. "Subdivision" means \_\_\_\_\_, an addition to the City, pursuant to the map or plat thereof recorded as Document No. \_\_\_\_\_ in the Official Public Records of Travis County, Texas.

### II. PURPOSE OF LICENSE AGREEMENT.

A. The City grants to Licensee permission to use those portions of the Subdivision more particularly described on Exhibit "A" (collectively, the "Licensed Property") solely to operate and maintain the Improvements; provided that this Agreement is not intended to prevent Licensee from entering and using land dedicated to the City as parkland in the same manner as the general public. The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

B. Licensee agrees that all maintenance permitted by this Agreement with respect to the Licensed Property shall be done in compliance with all applicable County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted, and the

“Applicable Regulations”, as such term is defined in 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 of the Licensed Property or any Improvements.

**IV. CITY’S RIGHT TO LICENSED PROPERTY.** This Agreement is expressly subject and subordinate to the present and future right of the City to use the Licensed Property and the Improvements for any purpose not inconsistent with the Development Agreement and the Consent Agreement.

**V. INSURANCE.** 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 Licensed Property. 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 Licensed Property.

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.

**VI. 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 Licensed Property 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 V, above, (ii) arising out of any acts or omissions by the City under Paragraph IV above, or (iii) 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.”

**VII. CONDITIONS.**

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

B. Maintenance. Licensee shall maintain the Licensed Property by keeping the area free of material amounts of debris and litter and keeping the Licensed Property mowed such that grass and weeds do not exceed the height limits established by Applicable Regulations. Licensee shall maintain all Improvements in good repair, working order, and condition and in compliance with this Agreement, the Applicable Regulations, the Consent Agreement, and the Development Agreement, as applicable. The Surface Drainage Improvements shall further be kept free of any obstructions that impede the flow of water. Removal of dead or dying plants that are placed by Licensee within the Licensed Property shall also be handled by Licensee at its expense. The City may require Licensee to take action to maintain the Licensed Property and the Improvements in compliance with this Agreement, including, but not limited to, the removal of dead or dying vegetation placed by Licensee within the Licensed Property. Such action shall be completed within thirty (30) days following receipt of a written request from the City. Licensee shall have no obligation to maintain any improvements placed upon the Licensed Property by the City.

C. Removal or Modification. No Improvements may be modified or removed from the Licensed Property without the prior written consent of the City and the District.

D. Default. In the event that Licensee fails to maintain the Licensed Property as provided in this 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.

**Licensee Address**

\_\_\_\_\_  
c/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**City Address**

City of Manor  
Attention: City Manager  
P.O. Box 387  
Manor, Texas 78653

**VIII. COMMENCEMENT.** This Agreement shall begin on the Effective Date and continue thereafter as provided in Section 4 of the Second Amendment to Development Agreement.

**IX. TERMINATION.** Notwithstanding any other term, provision or condition of this 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 Improvements in the manner contemplated by the Consent Agreement. The City may further terminate and revoke this Agreement if:

1. Use of the Licensed Property becomes necessary for another public purpose;

2. The Improvements, 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 Improvements;
3. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
4. The City intends to take over maintenance of the Improvements

**X. 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 "Association Regulations" (as such term is defined in the Second Amendment to Development Agreement), in order to maintain the Improvements 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 of the Improvements, and to provide funds required for the management and operation of Licensee.

**XI. REMEDIES.** As provided in Section 4 of the Second Amendment to Development Agreement, 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.

**XII. EMINENT DOMAIN.** If any portion of the Licensed Property is taken by eminent domain by a governmental authority other than the City, this Agreement shall terminate as to the affected portion of the Licensed Property so condemned.

**XIII. 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.

**XIV. 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.

**XV. VENUE.** Venue for all lawsuits concerning this Agreement will be in the Travis County, Texas.

**XVI. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT.** This Agreement and all of the covenants herein shall run with the Licensed Property; 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. ASSIGNMENT.** Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City and the District.

\* \* \*

[SIGNATURE PAGE FOLLOWS]

**TERMS AND CONDITIONS ACCEPTED**, this the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**LICENSOR City of Manor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Manager

**LICENSEE** \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF TRAVIS**       §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, City Manager, City of Manor, Texas, on behalf of the City.

\_\_\_\_\_  
Notary Public - State of Texas

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public - State of Texas

**AFTER RECORDING RETURN TO:**

City of Manor  
Attn: City Secretary  
P. O. Box 387  
Manor, Texas 78653

**EXHIBIT “A”**

**LICENSED PROPERTY**

[to be attached]

**SCHEDULE 10.01A**  
**TO**  
**FIRST AMENDMENT TO**  
**RESTATED, REVISED AND AMENDED**  
**AGREEMENT REGARDING THE CREATION AND OPERATION OF**  
**THE PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT**

**DESCRIPTION AND/OR DEPICTION OF LOTS CONTAINING**  
**PUBLIC PARK FACILITIES AND SURFACE DRAINAGE IMPROVEMENTS**

**Public Park Facilities Lots including Surface Drainage Improvements:**

Lot 19, Block B; of Presidential Glen Phase 1A, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 1A Final Plat, dated March, 2005, recorded as Document No. 200700238, of the map/plat records of Travis County, Texas; and

Lot 44, Block C; of Presidential Glen Phase 2, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 2 Final Plat, dated February, 2013, recorded on November 1, 2013, as Document No. 201300230, of the map/plat records of Travis County, Texas.

Lots 6, 15, and 23, Block O; of Presidential Glen Phase 4B, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 4B Final Plat, dated February 9, 2016, recorded on August 16, 2016, as Document No. 201600213, of the map/plat records of Travis County, Texas.

**Platted Lots including Surface Drainage Improvements not within Public Park Facilities Lots:**

Lot 15, Block I; and Lot 1, Block J; all of Presidential Glen Phase 2, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 2 Final Plat, dated February, 2013, recorded on November 1, 2013, as Document No. 201300230, of the map/plat records of Travis County, Texas.

Lots 63, 72 and 92, Block C; and Lot 1, Block I; all of Presidential Glen Phase 3, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 3 Final Plat, dated June 16, 2014, recorded on October 24, 2014, as Document No. 201400248, of the map/plat records of Travis County, Texas.

Lot 4, Block U; of Presidential Glen Phase 4B, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 4B Final Plat, dated February 9, 2016, recorded on August 16, 2016, as Document No. 201600213, of the map/plat records of Travis County, Texas.



**SCHEDULE 10.01B**  
**TO**  
**FIRST AMENDMENT TO**  
**RESTATED, REVISED AND AMENDED**  
**AGREEMENT REGARDING THE CREATION AND OPERATION OF**  
**THE PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT**

**DESCRIPTION AND/OR DEPICTION OF PRIVATE PARK FACILITIES**

Lot 1, Block F; of Presidential Glen Phase 4A, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 4A Final Plat, dated March, 2015, recorded on April 16, 2015, as Document No. 201500085, of the map/plat records of Travis County, Texas.

Lot 14, Block O; of Presidential Glen Phase 4B, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 4B Final Plat, dated February 9, 2016, recorded on August 16, 2016, as Document No. 201600213, of the map/plat records of Travis County, Texas.



AGENDA ITEM NO. 7

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 5, 2016

PREPARED BY: Thomas Bolt

DEPARTMENT: City Manager

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the Second Amendment to the revised and restated development agreement for the Presidential Glen Subdivision.

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**BACKGROUND/SUMMARY:**

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Amendment Agreement PGS

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**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the Second Amendment to the revised and restated development agreement for the Presidential Glen Subdivision.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☒ NONE

**SECOND AMENDMENT TO THE REVISED AND RESTATED  
DEVELOPMENT AGREEMENT FOR THE PRESIDENTIAL GLEN SUBDIVISION**

This Second Amendment to the Revised and Restated Development Agreement for the Presidential Glen Subdivision (the "Second Amendment") is made and entered into as of the "Effective Date" as defined below, by and between the **CITY OF MANOR, TEXAS**, a Texas home rule municipal corporation (the "City"), **LGI HOMES - TEXAS, LLC**, a Texas limited liability company ("LGI"), and **PRESIDENTIAL GLEN, LTD.**, a Texas limited partnership ("Presidential Glen"), \_\_\_\_\_ as the Independent Executor of The Estate of Terrell Timmerman, Deceased ("Timmermann") and **WEST ELGIN DEVELOPMENT CORPORATION**, a Texas corporation ("Elgin"). Presidential Glen, Timmermann, Elgin and LGI are sometimes referred to herein collectively as the "Developers" and individually as a "Developer". The City and the Developers are sometimes referred to herein as the "Parties".

- A. The City and Presidential Glen, individually and as agent for Timmermann's predecessor in interest the Estate of Robert Andrew Gunn (the "Robert Gunn Estate"), Elgin, and BAD Gunn Limited Partnership, a Texas limited partnership ("BAD Gunn"), previously entered into a Revised and Restated Development Agreement for the Presidential Glen Subdivision dated as of June 19, 2009 (the "Development Agreement") and the First Amendment to the Revised and Restated Development Agreement for the Presidential Glen Subdivision dated as of January 18, 2012 (the "First Amendment"). The Development Agreement and the First Amendment are referred to collectively as the "Agreement."
- B. LGI subsequently acquired ±116.694 acres in the District from Presidential Glen and Elgin, as well as all of BAD Gunn's property in the District (the "Transferred Property"). In connection LGI's acquisition of the Transferred Property, Presidential Glen, BAD Gunn, Elgin and LGI entered into a Partial Assignment and Assumption of Development Agreement dated as of January 23, 2014, recorded as Document No. 2014012326 in the Official Public Records of Travis County, Texas (the "Partial Assignment"), to which the City consented, assigning to LGI the right, title and interest of Presidential Glen, Elgin and BAD Gunn in, to and under the Agreement with respect to the Transferred Property, as more particularly described in the Partial Assignment and Exhibit A to the Partial Assignment. The Transferred Property includes all portions of the Additional Properties previously owned by BAD Gunn and subject to the Agreement, and LGI has succeeded to the interests of BAD Gunn with respect to the Agreement.
- C. The ±29.764 acres originally owned by the Robert Gunn Estate is now owned by Timmerman, and Timmerman has, accordingly, become the successor to all rights, obligations and interests of the Robert Gunn Estate under the Agreement.

- D. Presidential Glen and Elgin have retained portions of the Property and Additional Properties subject to the Agreement and remain parties thereto.
- E. The Agreement provides that the Property will be developed in accordance with the Applicable Regulations, which include the City's rules, regulations, codes and ordinances in effect on the Effective Date of the Development Agreement, and Exhibit F to the First Amendment ("Exhibit F"), which includes certain variances from the Applicable Regulations.
- F. The Developers desire to amend provisions of Exhibit F related to the measurement of the width of certain lots that are subject to the Agreement.
- G. The City desires that certain open space and drainage improvements to be conveyed to the City be maintained by one or more homeowners associations.
- H. The City and the Developers are also parties that certain Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District dated June 19, 2009 (the "Revised Consent Agreement"). The City, Presidential Glen Municipal Utility District (the "District"), and the Developers are currently negotiating a proposed amendment to the Revised Consent Agreement to clarify their agreements with respect to conveyance of water, wastewater, drainage and park improvements and property to be acquired or constructed pursuant thereto (the "Consent Agreement Amendment").

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, the Parties contract and agree as follows:

1. Definitions. All terms delineated with initial capital letters but not defined in this Amendment will have the meaning ascribed in the Agreement or the Partial Assignment, as appropriate. Other terms have the meaning commonly ascribed to them.
2. Applicability. This Second Amendment applies to the Property and the Additional Properties, as defined in the Agreement (collectively, the "Development Property").
3. Applicable Regulations and Exhibit F.
  - a) The sentence set forth in Section 1(b) of the "Single-family residential lots" Section of Exhibit F in the First Amendment ("Exhibit F"), shall be amended to read as follows, and the chart set forth in said section shall remain in full force and effect:

(b) Except for cul-de-sac lots and corner bubble lots, the minimum lot width measured at the front building setback line, for the total number of single-family residential lots will be as follows:
  - b) Section 1(c) of the "Single-family residential lots" Section of Exhibit F shall be amended to read as follows:

(c) The minimum lot width for single-family residential cul-de-sac and corner bubble lots, measured at the front property line, will be thirty-feet.

- c) Effective as of the Effective Date, the “Single family residential lots” Section of Exhibit F is hereby amended to add a new Section 4 to read as follows:

4. Each single family lot that has a rear lot line that abuts a surface drainage area maintained by the homeowners association or City shall be required to have the rear yard area of such lot measured twenty-five feet (25’) from the rear lot line vegetated or sodded as a condition to issuance of a certificate of occupancy on a home constructed on such lot; provided that if sod is not used, the twenty-five feet (25’) of rear yard area of the lots subject to this requirement shall be vegetated in the following manner: Hydro seed with a mixture of seed and fertilizer that is appropriate for the season per City standards uniformly applied shall be installed with a temporary irrigation system to provide water sufficient for vegetation; the temporary irrigation is to operate from the date of installation of the hydroseed through final acceptance and final release of retainage by the City for such lot.

This requirement shall not apply to any homes for which certificates of occupancy have already been issued prior to the Effective Date.

- d) Section 1 of the “Parks” Section of Exhibit F shall be amended and modified to read in its entirety as follows:

1. Dedication of Parkland.

(a) Developers will dedicate no less than 33 acres of land within the Development Property to the City on behalf of the Presidential Glen Municipal Utility District, or to the homeowners’ association applicable to the Development Property being developed by such Developer (an “Owner’s Association”) for use as open space, parks or public recreational facilities; provided no less than 27.19 acres of land out of the total 33 acres of land within the Development Property dedicated for use as open space, parks or public recreational facilities is dedicated to the City on behalf of the District. Open space that may be applied to the 33 acre requirement herein must be suitable for public parks and recreation activities in accordance with the Applicable Regulations. The following portions of the Development Property totaling 24.63 acres are hereby counted towards the 33 acre requirement for parkland (of which a total of 19.5 acres is being dedicated to the City):

(i) Lot 19, Block B (4.0 acres) in Presidential Glen Phase 1A, according to the plat thereof recorded as Document No. 200700238;

(ii) Lot 44, Block C (3.8 acres) in Presidential Glen Phase 2, according to the plat thereof recorded as Document No. 201300230;

(iii) Lot 1, Block F (0.64 acres) in Presidential Glen Phase 4A, according to the plat thereof recorded as Document No. 201500085;

(iv) Lot 6 (0.31 acres), Lot 14 (1.5 acres), Lot 15 (6.8 acres) and Lot 23 (0.04 acres), all in Block O in Presidential Glen Phase 4B, according to the plat thereof recorded as Document No. 201600213;

(v) Lot 24, Block O (1.17 acres) in Presidential Glen Phase 6, according to the preliminary plat thereof approved by the City as of the date of this Second Amendment, and to be shown on the final plat of such Presidential Glen Phase 6 to be recorded in the map or plat records of Travis County; and

(vi) Lot 1, Block D in Phase 1 (3.38 acres) and Tract 4 in Phase 2 (2.99 acres) of Presidential Heights as shown on the preliminary plat thereof approved by the City as of the date of this Second Amendment, and to be shown on the final plat(s) of such Presidential Heights Phase 1 and Presidential Heights Phase 2 to be recorded in the map or plat records of Travis County.

(b) Subsequent to October \_\_\_\_, 2016, a preliminary plat or final plat filed with the City will show any property within that preliminary or final plat that will be dedicated to the City on behalf of the Presidential Glen Municipal Utility District, or to an Owner's Association for use as parks or public recreational facilities.

(c) Dedication of parkland to the City on behalf of the Presidential Glen Municipal Utility District, or to an Owner's Association in accordance with this Amendment and the Agreement will satisfy any requirement of City ordinances for dedication of parkland to the City.

e) Section 2(a) of the "Parks" Section of Exhibit F shall be amended and modified to read in its entirety as follows:

(a) Developers will construct at least two (2) improved parks within the Development Property of at least three (3) contiguous acres each. For purposes of clarity, the acreage comprising the improved parks must be contiguous, but not necessarily within the same platted lot/block, and may be either dedicated to the City on behalf of the Presidential Glen Municipal Utility District, or dedicated to the Owner's Association, as determined by the preliminary or final plat of the applicable portion of the Development Property approved by the applicable Developer and the City. Lot 14, Block O of Presidential Glen Phase 4B together with contiguous land in Lot 15, Block O of Presidential Glen Phase 4B is deemed to satisfy one of the 3 acre improved park requirements.

f) Section 2(d) of the "Parks" Section of Exhibit F shall be amended and modified to read in its entirety as follows:

(d) All land dedicated to the City on behalf of the Presidential Glen Municipal Utility District as parkland , other than parkland used for improved parks required in subsection (a), may be maintained as open space; provided that in any event the City will maintain such land dedicated to the City on behalf of the Presidential Glen Municipal Utility District in a manner that preserves the drainage function of any Surface Drainage Improvements (as such term is defined in the Consent Agreement Amendment) located on or within such land.

4. Maintenance of Private Park Facilities, Public Park Facilities and Surface Drainage Improvements.

(a) The City desires that the Park Facilities and the Surface Drainage Improvements, as those terms are defined in the Consent Agreement Amendment, that are to be conveyed to the City on behalf of the Presidential Glen Municipal Utility District in connection with development of the Development Property be maintained by Presidential Glen Master Community, Inc., a Texas non-profit corporation or such other property owner's association established by a Developer for the portion of the Development Property being developed by it (the "Owner's Association") created to exercise the authority and assume the powers of the homeowners association in accordance with the terms of that certain Presidential Glen Master Covenant recorded on October 11, 2007 as Document No. 2007188244, of the Official Public Records of Travis County, Texas, as modified, amended and/or supplemented now or hereafter from time to time, or such other covenants, conditions and restrictions established by the applicable Developer for the portion of the Development Property being developed by it, together with any and all bylaws, rules, regulations and restrictive covenants established thereunder or by the Owner's Association (collectively, the "Association Regulations") applicable to the Development Property.

Parks shall either be dedicated to the City as public parks and maintained by the Owner's Association (the "Public Park Facilities") or conveyed as private parks to the Owner's Association for ownership and maintenance (the "Private Park Facilities"); provided that all land included in the Public Park Facilities and Private Park Facilities shall be part of the "Park Facilities" (as such term is defined in the Revised Consent Agreement, as amended by the Consent Agreement Amendment) and shall be calculated in determining satisfaction of the 33 acre parkland dedication requirement in the Development Standards set forth on Exhibit "F".

The Public Park Facilities and Surface Drainage Improvements in existing phases of the Development Property which are to be owned in fee by the City and maintained by the Owner's Association (the "Completed HOA-Maintained Improvements") (which are the same Public Park Facilities and Surface Drainage Improvements described and/or depicted in Schedule 10.01A of the Consent Agreement Amendment) are located on the lots described in **Exhibit A** attached hereto and incorporated herein by reference. The Completed HOA-Maintained Improvements shall be conveyed to the City by a Special Warranty Deed in the form of **Exhibit C** attached hereto (the "Conveyance Deed" and being the same as the Conveyance Deed so defined and described in the Consent Agreement Amendment. With respect to future phases

developed within the Development Property, upon request of the Developer or at the City's election with respect to such phase of the Development Property, the City may designate in writing during the construction plan phase those Public Park Facilities and Surface Drainage Improvements that are to be conveyed to the City and to be maintained by such Owner's Association (together with the Completed HOA-Maintained Improvements, the "HOA-Maintained Improvements"). The Owners' Associations' obligation to maintain the HOA-Maintained Improvements shall be noted on the final plat in which said improvements are located. The HOA-Maintained Improvements shall be conveyed to the City in accordance with the procedures set forth in the Applicable Regulations; provided however that any property so conveyed to the City within which any HOA-Maintained Improvements are located shall be conveyed to the City by a Conveyance Deed in the form of **Exhibit C** attached hereto; and provided further that a License Agreement in a form substantially similar to that set forth in **Exhibit B** executed by the Owners' Association has been or is concurrently submitted to the City.

The Owner's Association shall have a binding, continuing responsibility for the maintenance, repair and operation of such HOA-Maintained Improvements (the "Maintenance Obligation"), which HOA-Maintained Improvements shall be part of the Master Community Facilities (as defined in the Association Regulations). The HOA's Maintenance Obligation shall be noted on the plat of the Development Property or applicable portion thereof and by separate recorded License Agreement (herein so called, and as such term is defined in the Consent Agreement Amendment) in the form of **Exhibit B** attached hereto executed by and between the City and the Owner's Association. The Association Regulations must 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 Master Community Facilities (including, without limitation, the HOA-Maintained Improvements), and provide funds required for the management and operation of the Owner's Association.

The City hereby requires, and the Developers shall cause, the Association Regulations to be amended (the "Association Regulations Amendment") to include in its terms provisions to give the City authority to judicially enforce the Association Regulations with respect to performance of the Maintenance Obligation by the Owner's Association; provided that prior to judicially enforcing the Maintenance Obligation the City shall give the Owner's Association written notice of the failure to perform the Maintenance Obligation (the "Notice") and thirty (30) days' from the date of the Notice to cure such failure (provided that the City shall allow such additional time as may be reasonably necessary for the Owner's Association to cure any failure as long as the Owner's Association commences such cure within the 30-day period provided and diligently pursues such cure thereafter and as long as such additional time does not exceed 90 days from the date of the Notice), and shall provide for the City to recover any reasonable and actual attorney's fees and expenses incurred in judicial enforcement thereof. The execution and recordation of the Association Regulations or Association Regulations Amendment pursuant to the terms in the foregoing sentence shall be a condition of final plat approval and City acceptance of the HOA-Maintained Facilities.

(b) The Owners' Association and the City shall execute a License Agreement in a



form substantially similar to that set forth in **Exhibit B** acceptable to the City obligating the Owners' Association to maintain the HOA-Maintained Improvements as part of the Master Community Facilities and providing the Owner's Association with such access as may be reasonable or necessary to perform its Maintenance Obligation with respect to the HOA-Maintained Improvements prior to or contemporaneously with the conveyance of such HOA-Maintained Improvements to the City; and a fully executed License Agreement for a particular HOA-Maintained Improvement shall be a condition of the City accepting said HOA-Maintained Improvement.

(c) The Completed HOA-Maintained Improvements set forth in **Exhibit A** hereto are hereby designated as HOA-Maintained Improvements.

5. Conveyance of Water, Sewer, and Drainage Improvements. Each Developer shall convey to the City, on behalf of and subject to reimbursement by the District, all water and sewer system improvements and all drainage system improvements, together with such real property or easements as are necessary and appropriate for the City's ownership and use thereof, in accordance with the requirements of the Consent Agreement Amendment and the Applicable Regulations, which Consent Agreement Amendment must be mutually agreed upon by the City, the District and the Developers. Notwithstanding anything to the contrary contained in the Agreement, as amended hereby, or the Revised Consent Agreement, the Developers do not intend and are not required to convey any Private Park Facilities to the City or the District, but rather intends that such Private Park Facilities be owned and maintained by the Owner's Association as private facilities for the exclusive use of members of the Owner's Association in accordance with the terms of the Association Regulations.

6. Effective Date of Second Amendment. Notwithstanding the date of approval by the City or execution by any Party, this Second Amendment will become effective on the date that the Consent Agreement Amendment is approved by the City and executed by all parties thereto (the "Effective Date"). The effectiveness of this Second Amendment is expressly conditioned upon the execution and delivery of the Consent Agreement Amendment by all parties thereto and the City's approval thereof.

7. Binding Effect. This Second Amendment will extend to and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Effect of Amendment. The City and the Developers agree that, except as modified herein, the Agreement remains valid, binding and in full force and effect. If there is any conflict or inconsistency between this Second Amendment and the Agreement, then this Second Amendment will control and modify the Agreement.

9. Counterparts. This Second Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if all parties hereto had signed the same document, and all counterparts will constitute one and the same agreement.

10. Exhibits. The following exhibits are attached to this Second Amendment, and made a part hereof for all purposes:

**Exhibit A – Designation of Lots Containing Completed  
HOA-Maintained Improvements**

**Exhibit B – License Agreement Form**

**Exhibit C – Conveyance Deed Form**

EXECUTED in multiple originals this the \_\_\_\_ day of \_\_\_\_\_, 2016, to be effective as of the Effective Date.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**CITY OF MANOR, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS           §

§

COUNTY OF TRAVIS       §

        This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 201\_,  
by \_\_\_\_\_, as \_\_\_\_\_ of the City of Manor, Texas, a Texas  
municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

(SEAL)

**LGI:**

**LGI HOMES - TEXAS, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS           §

                                  §

COUNTY OF \_\_\_\_\_ §

        This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 201\_,  
by \_\_\_\_\_, as \_\_\_\_\_ of LGI HOMES - TEXAS, LLC, a Texas  
limited liability company, on behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

(SEAL)

**PRESIDENTIAL GLEN:**

**PRESIDENTIAL GLEN, LTD.,**  
a Texas limited partnership

By: Presidential Glen, GP, Inc.,  
a Texas Corporation, as sole general partner

By: \_\_\_\_\_  
Peter A. Dwyer, President

Date: \_\_\_\_\_

STATE OF TEXAS           §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 201\_,  
by Peter A. Dwyer as President of PRESIDENTIAL GLEN, GP, INC., a Texas corporation, as  
sole general partner of PRESIDENTIAL GLEN, LTD., a Texas limited partnership, on behalf  
of said corporation and said limited partnership.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

(SEAL)

**ELGIN:**

**WEST ELGIN DEVELOPMENT CORPORATION,**  
a Texas corporation

By: \_\_\_\_\_  
Peter A. Dwyer, President

Date: \_\_\_\_\_

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 201\_,  
by Peter A. Dwyer as President of WEST ELGIN DEVELOPMENT CORPORATION, a Texas  
corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

(SEAL)

**The Estate of Terrell Timmermann, Deceased**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Independent Executor

Date: \_\_\_\_\_

STATE OF TEXAS           §

§

COUNTY OF \_\_\_\_\_ §

      This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 201\_,  
by \_\_\_\_\_ as Independent Executor of the Estate of Terrell  
Timmermann, Deceased, on behalf of said estate.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

(SEAL)

**The Estate of Terrell Timmermann, Deceased**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Independent Executor

Date: \_\_\_\_\_

STATE OF TEXAS           §

§

COUNTY OF \_\_\_\_\_ §

      This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 201\_,  
by \_\_\_\_\_ as Independent Executor of the Estate of Terrell  
Timmermann, Deceased, on behalf of said estate.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

(SEAL)



## **EXHIBIT A**

### **Designation of Lots Containing Completed HOA-Maintained Improvements (Public Park Facilities and Surface Drainage Improvements)**

#### **Public Park Facilities Lots including Surface Drainage Improvements:**

Lot 19, Block B; of Presidential Glen Phase 1A, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 1A Final Plat, dated March, 2005, recorded as Document No. 200700238, of the map/plat records of Travis County, Texas; and

Lot 44, Block C; of Presidential Glen Phase 2, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 2 Final Plat, dated February, 2013, recorded on November 1, 2013, as Document No. 201300230, of the map/plat records of Travis County, Texas.

Lots 6, 15 and 23, Block O; of Presidential Glen Phase 4B, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 4B Final Plat, dated February 9, 2016, recorded on August 16, 2016, as Document No. 201600213, of the map/plat records of Travis County, Texas.

#### **Platted Lots including Surface Drainage Improvements not within Public Park Facilities Lots:**

Lot 15, Block I; and Lot 1, Block J; all of Presidential Glen Phase 2, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 2 Final Plat, dated February, 2013, recorded on November 1, 2013, as Document No. 201300230, of the map/plat records of Travis County, Texas.

Lots 63, 72 and 92, Block C; and Lot 1, Block I; all of Presidential Glen Phase 3, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 3 Final Plat, dated June 16, 2014, recorded on October 24, 2014, as Document No. 201400248, of the map/plat records of Travis County, Texas.

Lot 4, Block U; of Presidential Glen Phase 4B, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 4B Final Plat, dated February 9, 2016, recorded on August 16, 2016, as Document No. 201600213, of the map/plat records of Travis County, Texas.

**EXHIBIT B**

**License Agreement Form**

[see attached]

## LICENSE AND MAINTENANCE AGREEMENT

The City of Manor, a Texas home-rule municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the "City"), and \_\_\_\_\_, a \_\_\_\_\_ ("Licensee"), enter into this License and Maintenance Agreement (this "Agreement") effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_ (the "Effective Date"), upon the terms and conditions set forth below.

### I. DEFINED TERMS.

A. "Consent Agreement" means the Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District dated effective June 19, 2009, as amended.

B. "Development Agreement" means the Revised and Restated Development Agreement for the Presidential Glen Subdivision dated effective June 19, 2009, as amended.

C. "District" means Presidential Glen Municipal Utility District.

D. "First Amendment to Consent Agreement" means the First Amendment to Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District dated \_\_\_\_\_, 2016.

E. "Improvements" means the "HOA-Maintained Improvements" (as defined in the Second Amendment to Development Agreement) and the "Public Park Facilities" and "Surface Drainage Improvements" (as such terms are defined in the First Amendment to Consent Agreement) within the Subdivision.

F. "Second Amendment to Development Agreement" means the Second Amendment to the Revised and Restated Development Agreement for the Presidential Glen Subdivision dated effective as of \_\_\_\_\_, 2016.

G. "Subdivision" means \_\_\_\_\_, an addition to the City, pursuant to the map or plat thereof recorded as Document No. \_\_\_\_\_ in the Official Public Records of Travis County, Texas.

### II. PURPOSE OF LICENSE AGREEMENT.

A. The City grants to Licensee permission to use those portions of the Subdivision more particularly described on Exhibit "A" (collectively, the "Licensed Property") solely to operate and maintain the Improvements; provided that this Agreement is not intended to prevent Licensee from entering and using land dedicated to the City as parkland in the same manner as the general public. The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

B. Licensee agrees that all maintenance permitted by this Agreement with respect to the Licensed Property shall be done in compliance with all applicable County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted, and the

“Applicable Regulations”, as such term is defined in 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 of the Licensed Property or any Improvements.

**IV. CITY’S RIGHT TO LICENSED PROPERTY.** This Agreement is expressly subject and subordinate to the present and future right of the City to use the Licensed Property and the Improvements for any purpose not inconsistent with the Development Agreement and the Consent Agreement.

**V. INSURANCE.** 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 Licensed Property. 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 Licensed Property.

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.

**VI. 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 Licensed Property 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 V, above, (ii) arising out of any acts or omissions by the City under Paragraph IV above, or (iii) 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.”

**VII. CONDITIONS.**

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

B. Maintenance. Licensee shall maintain the Licensed Property by keeping the area free of material amounts of debris and litter and keeping the Licensed Property mowed such that grass and weeds do not exceed the height limits established by Applicable Regulations. Licensee shall maintain all Improvements in good repair, working order, and condition and in compliance with this Agreement, the Applicable Regulations, the Consent Agreement, and the Development Agreement, as applicable. The Surface Drainage Improvements shall further be kept free of any obstructions that impede the flow of water. Removal of dead or dying plants that are placed by Licensee within the Licensed Property shall also be handled by Licensee at its expense. The City may require Licensee to take action to maintain the Licensed Property and the Improvements in compliance with this Agreement, including, but not limited to, the removal of dead or dying vegetation placed by Licensee within the Licensed Property. Such action shall be completed within thirty (30) days following receipt of a written request from the City. Licensee shall have no obligation to maintain any improvements placed upon the Licensed Property by the City.

C. Removal or Modification. No Improvements may be modified or removed from the Licensed Property without the prior written consent of the City and the District.

D. Default. In the event that Licensee fails to maintain the Licensed Property as provided in this 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.

**Licensee Address**

\_\_\_\_\_  
c/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**City Address**

City of Manor  
Attention: City Manager  
P.O. Box 387  
Manor, Texas 78653

**VIII. COMMENCEMENT.** This Agreement shall begin on the Effective Date and continue thereafter as provided in Section 4 of the Second Amendment to Development Agreement.

**IX. TERMINATION.** Notwithstanding any other term, provision or condition of this 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 Improvements in the manner contemplated by the Consent Agreement. The City may further terminate and revoke this Agreement if:

1. Use of the Licensed Property becomes necessary for another public purpose;

2. The Improvements, 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 Improvements;
3. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
4. The City intends to take over maintenance of the Improvements

**X. 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 "Association Regulations" (as such term is defined in the Second Amendment to Development Agreement), in order to maintain the Improvements 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 of the Improvements, and to provide funds required for the management and operation of Licensee.

**XI. REMEDIES.** As provided in Section 4 of the Second Amendment to Development Agreement, 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.

**XII. EMINENT DOMAIN.** If any portion of the Licensed Property is taken by eminent domain by a governmental authority other than the City, this Agreement shall terminate as to the affected portion of the Licensed Property so condemned.

**XIII. 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.

**XIV. 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.

**XV. VENUE.** Venue for all lawsuits concerning this Agreement will be in the Travis County, Texas.

**XVI. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT.** This Agreement and all of the covenants herein shall run with the Licensed Property; 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. ASSIGNMENT.** Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City and the District.

\* \* \*

[SIGNATURE PAGE FOLLOWS]

**TERMS AND CONDITIONS ACCEPTED**, this the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**LICENSOR City of Manor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Manager

**LICENSEE** \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF TRAVIS**       §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, City Manager, City of Manor, Texas, on behalf of the City.

\_\_\_\_\_  
Notary Public - State of Texas

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public - State of Texas

**AFTER RECORDING RETURN TO:**

City of Manor  
Attn: City Secretary  
P. O. Box 387  
Manor, Texas 78653



**EXHIBIT “A”**

**LICENSED PROPERTY**

[to be attached]

**EXHIBIT C**

**Conveyance Deed Form**

[see attached]

## SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT \_\_\_\_\_, (hereinafter called "*Grantor*"), on behalf of Grantor and **Presidential Glen Municipal Utility District**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to Grantor cash in hand paid by the **City of Manor, Texas**, a Texas municipal corporation (hereinafter called "*Grantee*"), the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee, all those certain lots, tracts or parcels of land, known and described as follows:

together with all improvements thereon, fixtures affixed thereto, and appurtenances thereto; including all of Grantor's right, title and interest, if any, in and to all roads, alleys, easements, streets, and ways adjacent to such lots (collectively, the "*Property*")

This conveyance is expressly made subject to the restrictions, covenants, and easements, if any, apparent on the ground, and utility easements, if any, in use by the City or any other public utility, and any other encumbrances now in force and existing of record in the office of the County Clerk of Travis County, Texas, to which reference is hereby made for all purposes.

This conveyance is made in accordance with that certain Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District dated effective June 19, 2009, as amended, and Grantor hereby reserves any and all rights to receive reimbursement from Presidential Glen Municipal Utility District with respect to all or a portion of the Property and/or any improvements thereon through the issuance of bonds approved by the Texas Commission on Environmental Quality.

TO HAVE AND TO HOLD the above described Property, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, The City of Manor, Texas, its successors and assigns forever, and Grantor does hereby bind its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said Property unto The City of Manor, Texas, the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantor, but not otherwise.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

GRANTOR:

By:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS           §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, Grantor herein, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public-State of Texas

ACCEPTED BY THE CITY OF MANOR, TEXAS (Grantee):

\_\_\_\_\_, Mayor

Mailing Address:

P.O. Box 387  
Manor, Travis County, Texas 78653

THE STATE OF TEXAS           §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, Mayor, City of Manor, Texas, Grantee herein, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:

City of Manor  
City Secretary  
P.O. Box 387  
Manor, Texas 78653



AGENDA ITEM NO. 8

## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 5, 2016

PREPARED BY: Paige Saenz

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the License and Maintenance Agreement with the Presidential Glen HOA.

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### BACKGROUND/SUMMARY:

This license agreement is related to the contracts considered by the City Council in agenda items #6 and #7. The agreements for the Presidential Glen Subdivision provide for the HOA to maintain certain surface drainage improvements, land containing those drainage improvements, and parkland. The license agreement provides for the HOA to take on that obligation and to collect sufficient assessments to fund the maintenance obligation.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

License and Maintenance Agreement with the Presidential Glen HOA

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the License Agreement (if agenda items #6 and #7 were approved). If agenda items #6 and #7 were not approved, staff's recommendation is to table this item.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☒ NONE

## LICENSE AND MAINTENANCE AGREEMENT

The City of Manor, a Texas home-rule municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the “City”), and Presidential Glen Master Community, Inc., a Texas non-profit corporation (“Licensee”), enter into this License and Maintenance Agreement (this “Agreement”) effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016 (the “Effective Date”), upon the terms and conditions set forth below.

### I. DEFINED TERMS.

A. “Consent Agreement” means the Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District dated effective June 19, 2009, as amended.

B. “Development Agreement” means the Revised and Restated Development Agreement for the Presidential Glen Subdivision dated effective June 19, 2009, as amended.

C. “District” means Presidential Glen Municipal Utility District.

D. “First Amendment to Consent Agreement” means the First Amendment to Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District dated \_\_\_\_\_, 2016.

E. “Improvements” means the “HOA-Maintained Improvements” (as defined in the Second Amendment to Development Agreement) and the “Public Park Facilities” and “Surface Drainage Improvements” (as such terms are defined in the First Amendment to Consent Agreement) within the Subdivision.

F. “Second Amendment to Development Agreement” means the Second Amendment to the Revised and Restated Development Agreement for the Presidential Glen Subdivision dated effective as of \_\_\_\_\_, 2016.

G. “Subdivision” means collectively, (i) Presidential Glen, Phase 1A, an addition to the City, pursuant to the map or plat thereof recorded as Document No. 200700238 in the Official Public Records of Travis County, Texas, (ii) Presidential Glen, Phase 2, an addition to the City, pursuant to the map or plat thereof recorded as Document No. 201300230 in the Official Public Records of Travis County, Texas, (iii) Presidential Glen Phase 3, an addition to the City, pursuant to the map or plat thereof recorded as Document No. 201400248 in the Official Public Records of Travis County, Texas, and (iv) Presidential Glen Phase 4B, an addition to the City, pursuant to the map or plat thereof recorded as Document No. 201600213 in the Official Public Records of Travis County, Texas.

### II. PURPOSE OF LICENSE AGREEMENT.

A. The City grants to Licensee permission to use those portions of the Subdivision more particularly described on Exhibit “A” (collectively, the “Licensed Property”) solely to operate and maintain the Improvements; provided that this Agreement is not intended to prevent Licensee from entering and using land dedicated to the City as parkland in the same manner as

the general public. The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

B. Licensee agrees that all maintenance permitted by this Agreement with respect to the Licensed Property shall be done in compliance with all applicable County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted, and the “Applicable Regulations”, as such term is defined in 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 of the Licensed Property or any Improvements.

**IV. CITY’S RIGHT TO LICENSED PROPERTY.** This Agreement is expressly subject and subordinate to the present and future right of the City to use the Licensed Property and the Improvements for any purpose not inconsistent with the Development Agreement and the Consent Agreement.

**V. INSURANCE.** 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 Licensed Property. 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 Licensed Property.

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.

**VI. 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 Licensed Property 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 V, above, (ii) arising out of any acts or omissions by the City under Paragraph IV above, or (iii) 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.”

## **VII. CONDITIONS.**

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

B. Maintenance. Licensee shall maintain the Licensed Property by keeping the area free of material amounts of debris and litter and keeping the Licensed Property mowed such that grass and weeds do not exceed the height limits established by Applicable Regulations. Licensee shall maintain all Improvements in good repair, working order, and condition and in compliance with this Agreement, the Applicable Regulations, the Consent Agreement, and the Development Agreement, as applicable. The Surface Drainage Improvements shall further be kept free of any obstructions that impede the flow of water. Removal of dead or dying plants that are placed by Licensee within the Licensed Property shall also be handled by Licensee at its expense. The City may require Licensee to take action to maintain the Licensed Property and the Improvements in compliance with this Agreement, including, but not limited to, the removal of dead or dying vegetation placed by Licensee within the Licensed Property. Such action shall be completed within thirty (30) days following receipt of a written request from the City. Licensee shall have no obligation to maintain any improvements placed upon the Licensed Property by the City.

C. Removal or Modification. No Improvements may be modified or removed from the Licensed Property without the prior written consent of the City and the District.

D. Default. In the event that Licensee fails to maintain the Licensed Property as provided in this 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.

### **Licensee Address**

Presidential Glen Master Community, Inc.  
c/o Association Management, Inc.  
5295 Hollister St.  
Houston, Texas 77040

### **City Address**

City of Manor  
Attention: City Manager  
P.O. Box 387  
Manor, Texas 78653

**VIII. COMMENCEMENT.** This Agreement shall begin on the Effective Date and continue thereafter as provided in Section 4 of the Second Amendment to Development Agreement.

**IX. TERMINATION.** Notwithstanding any other term, provision or condition of this 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 Improvements in the manner contemplated by the Consent Agreement. The City may further terminate and revoke this Agreement if:

1. Use of the Licensed Property becomes necessary for another public purpose;
2. The Improvements, 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 Improvements;
3. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
4. The City intends to take over maintenance of the Improvements

**X. 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 "Association Regulations" (as such term is defined in the Second Amendment to Development Agreement), in order to maintain the Improvements 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 of the Improvements, and to provide funds required for the management and operation of Licensee.

**XI. REMEDIES.** As provided in Section 4 of the Second Amendment to Development Agreement, 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.

**XII. EMINENT DOMAIN.** If any portion of the Licensed Property is taken by eminent domain by a governmental authority other than the City, this Agreement shall terminate as to the affected portion of the Licensed Property so condemned.

**XIII. 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.

**XIV. 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.

**XV. VENUE.** Venue for all lawsuits concerning this Agreement will be in the Travis County,

Texas.

**XVI. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT.** This Agreement and all of the covenants herein shall run with the Licensed Property; 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. ASSIGNMENT.** Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City and the District.

\* \* \*

[SIGNATURE PAGE FOLLOWS]

**TERMS AND CONDITIONS ACCEPTED**, this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**LICENSOR City of Manor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Manager

**LICENSEE Presidential Glen Master Community, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE STATE OF TEXAS           §**  
  **§**  
**COUNTY OF TRAVIS           §**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, City Manager, City of Manor, Texas, on behalf of the City.

\_\_\_\_\_  
Notary Public - State of Texas

**THE STATE OF TEXAS           §**  
  **§**  
**COUNTY OF \_\_\_\_\_       §**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, \_\_\_\_\_ of Presidential Glen Master Community, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

\_\_\_\_\_  
Notary Public - State of Texas

**AFTER RECORDING RETURN TO:**

City of Manor  
Attn: City Secretary  
P. O. Box 387  
Manor, Texas 78653

## **EXHIBIT "A"**

### **LICENSED PROPERTY**

#### **Public Park Facilities Lots including Surface Drainage Improvements:**

Lot 19, Block B; of Presidential Glen Phase 1A, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 1A Final Plat, dated March, 2005, recorded as Document No. 200700238, of the map/plat records of Travis County, Texas; and

Lot 44, Block C; of Presidential Glen Phase 2, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 2 Final Plat, dated February, 2013, recorded on November 1, 2013, as Document No. 201300230, of the map/plat records of Travis County, Texas.

Lots 6, 15 and 23, Block O; of Presidential Glen Phase 4B, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 4B Final Plat, dated February 9, 2016, recorded on August 16, 2016, as Document No. 201600213, of the map/plat records of Travis County, Texas.

#### **Platted Lots including Surface Drainage Improvements not within Public Park Facilities Lots:**

Lot 15, Block I; and Lot 1, Block J; all of Presidential Glen Phase 2, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 2 Final Plat, dated February, 2013, recorded on November 1, 2013, as Document No. 201300230, of the map/plat records of Travis County, Texas.

Lots 63, 72 and 92, Block C; and Lot 1, Block I; all of Presidential Glen Phase 3, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 3 Final Plat, dated June 16, 2014, recorded on October 24, 2014, as Document No. 201400248, of the map/plat records of Travis County, Texas.

Lot 4, Block U; of Presidential Glen Phase 4B, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 4B Final Plat, dated February 9, 2016, recorded on August 16, 2016, as Document No. 201600213, of the map/plat records of Travis County, Texas.



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 5, 2016

PREPARED BY: Paige Saenz

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on accepting conveyance of property pursuant to the Presidential Glen Subdivision development and consent agreements.

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### BACKGROUND/SUMMARY:

The amendments to the Presidential Glen Subdivision agreements set forth in items #6 and #7 of the agenda contemplate that the City will accept ownership of certain properties upon which drainage infrastructure has been completed and/or that will be accepted as parkland. The deeds provide for conveyance of these properties, as well as a property upon which a completed lift station is located.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Three Special Warranty Deeds

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council authorize accepting conveyance of the properties subject to the property owner providing sufficient documentation that the properties are free of liens and encumbrances.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☒ NONE

## SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT **West Elgin Development Corporation**, a Texas corporation (hereinafter called "*Grantor*"), on behalf of Grantor and **Presidential Glen Municipal Utility District**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to Grantor cash in hand paid by the **City of Manor, Texas**, a Texas municipal corporation (hereinafter called "*Grantee*"), the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee, all those certain lots, tracts or parcels of land, known and described as follows:

Lot 19, Block B of Presidential Glen Phase 1A, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 1A Final Plat, dated March, 2005, recorded as Document No. 200700238, of the map/plat records of Travis County, Texas; and

Lot 44, Block C; Lot 15, Block I; and Lot 1, Block J; all of Presidential Glen Phase 2, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 2 Final Plat, dated February, 2013, recorded on November 1, 2013, as Document No. 201300230, of the map/plat records of Travis County, Texas;

together with all improvements thereon, fixtures affixed thereto, and appurtenances thereto; including all of Grantor's right, title and interest, if any, in and to all roads, alleys, easements, streets, and ways adjacent to such lots (collectively, the "*Property*").

This conveyance is expressly made subject to the restrictions, covenants, and easements, if any, apparent on the ground, and utility easements, if any, in use by the City or any other public utility, and any other encumbrances now in force and existing of record in the office of the County Clerk of Travis County, Texas, to which reference is hereby made for all purposes.

This conveyance is made in accordance with that certain Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District dated effective June 19, 2009, as amended, and Grantor hereby reserves any and all rights to receive reimbursement from Presidential Glen Municipal Utility District with respect to all or a portion of the Property and/or any improvements thereon through the issuance of bonds approved by the Texas Commission on Environmental Quality.

TO HAVE AND TO HOLD the above described Property, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, The City of Manor, Texas, its successors and assigns forever, and Grantor does hereby bind its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said Property unto The City of Manor, Texas, the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantor, but not otherwise.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

GRANTOR:

By: WEST ELGIN DEVELOPMENT  
CORPORATION,  
a Texas Corporation

By: \_\_\_\_\_  
Name: Peter A. Dwyer  
Title: President

THE STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Peter A. Dwyer, President of West Elgin Development Corporation, a Texas corporation, Grantor herein, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public-State of Texas



ACCEPTED BY THE CITY OF MANOR, TEXAS (Grantee):

\_\_\_\_\_  
Rita G. Jonse, Mayor

Mailing Address:

P.O. Box 387  
Manor, Travis County, Texas 78653

THE STATE OF TEXAS           §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Rita G. Jonse, Mayor, City of Manor, Texas, Grantee herein, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:

City of Manor  
City Secretary  
P.O. Box 387  
Manor, Texas 78653

## SPECIAL WARRANTY DEED

THE STATE OF TEXAS

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COUNTY OF TRAVIS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT **West Elgin Development Corporation**, a Texas corporation (hereinafter called "*Grantor*"), on behalf of Grantor and **Presidential Glen Municipal Utility District**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to Grantor cash in hand paid by the **City of Manor, Texas**, a Texas municipal corporation (hereinafter called "*Grantee*"), the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee, all those certain lots, tracts or parcels of land, known and described as follows:

Lot 5, Block KK of Presidential Glen Phase 1A, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 1A Final Plat, dated March, 2005, recorded as Document No. 200700238, of the map/plat records of Travis County, Texas;

together with all improvements thereon, fixtures affixed thereto, and appurtenances thereto; including all of Grantor's right, title and interest, if any, in and to all roads, alleys, easements, streets, and ways adjacent to such lots (collectively, the "*Property*")

This conveyance is expressly made subject to the restrictions, covenants, and easements, if any, apparent on the ground, and utility easements, if any, in use by the City or any other public utility, and any other encumbrances now in force and existing of record in the office of the County Clerk of Travis County, Texas, to which reference is hereby made for all purposes.

This conveyance is made in accordance with that certain Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District dated effective June 19, 2009, as amended, and Grantor hereby reserves any and all rights to receive reimbursement from Presidential Glen Municipal Utility District with respect to all or a portion of the Property and/or any improvements thereon through the issuance of bonds approved by the Texas Commission on Environmental Quality.

TO HAVE AND TO HOLD the above described Property, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, The City of Manor, Texas, its successors and assigns forever, and Grantor does hereby bind its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said Property unto The City of Manor, Texas, the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantor, but not otherwise.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

GRANTOR:

By: WEST ELGIN DEVELOPMENT  
CORPORATION,  
a Texas corporation

By: \_\_\_\_\_  
Name: Peter A. Dwyer  
Title: President

THE STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Peter A. Dwyer, President of West Elgin Development Corporation, a Texas corporation, Grantor herein, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public-State of Texas

ACCEPTED BY THE CITY OF MANOR, TEXAS (Grantee):

\_\_\_\_\_  
Rita G. Jonse, Mayor

Mailing Address:

P.O. Box 387  
Manor, Travis County, Texas 78653

THE STATE OF TEXAS           §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Rita G. Jonse, Mayor, City of Manor, Texas, Grantee herein, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:

City of Manor  
City Secretary  
P.O. Box 387  
Manor, Texas 78653

## **SPECIAL WARRANTY DEED**

THE STATE OF TEXAS

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COUNTY OF TRAVIS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT **LGI Homes-Texas, LLC, a Texas limited liability company** (hereinafter called "*Grantor*"), on behalf of Grantor and **Presidential Glen Municipal Utility District**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to Grantor cash in hand paid by the **City of Manor, Texas**, a Texas municipal corporation (hereinafter called "*Grantee*"), the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee, all those certain lots, tracts or parcels of land, known and described as follows:

Lots 63, 72 and 92, Block C; and Lot 1, Block I; all of Presidential Glen Phase 3, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 3 Final Plat, dated June 16, 2014, recorded on October 24, 2014, as Document No. 201400248, of the map/plat records of Travis County, Texas; and

Lots 6, 15 and 23, Block O; and Lots 3 and 4, Block U; all of Presidential Glen Phase 4B, situated in the City of Manor, Travis County, Texas, according to the Presidential Glen Phase 4B Final Plat, dated February 9, 2016, recorded on August 16, 2016, as Document No. 201600213, of the map/plat records of Travis County, Texas

together with all improvements thereon, fixtures affixed thereto, and appurtenances thereto; including all of Grantor's right, title and interest, if any, in and to all roads, alleys, easements, streets, and ways adjacent to such lots (collectively, the "*Property*")

This conveyance is expressly made subject to the restrictions, covenants, and easements, if any, apparent on the ground, and utility easements, if any, in use by the City or any other public utility, and any other encumbrances now in force and existing of record in the office of the County Clerk of Travis County, Texas, to which reference is hereby made for all purposes.

This conveyance is made in accordance with that certain Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District dated effective June 19, 2009, as amended, and Grantor hereby reserves any and all rights to receive reimbursement from Presidential Glen Municipal Utility District with respect to all or a portion of the Property and/or any improvements thereon through the issuance of bonds approved by the Texas Commission on Environmental Quality.

TO HAVE AND TO HOLD the above described Property, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, The City of Manor, Texas, its successors and assigns forever, and Grantor does hereby bind its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said Property unto The City of Manor, Texas, the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantor, but not otherwise.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

GRANTOR:

**LGI Homes-Texas, LLC,  
a Texas limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS           §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of LGI Homes-Texas, LLC, a Texas limited liability company, the Grantor herein, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public-State of Texas

ACCEPTED BY THE CITY OF MANOR, TEXAS (Grantee):

\_\_\_\_\_  
Rita G. Jonse, Mayor

Mailing Address:

P.O. Box 387  
Manor, Travis County, Texas 78653

THE STATE OF TEXAS           §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Rita G. Jonse, Mayor, City of Manor, Texas, Grantee herein, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:

City of Manor  
City Secretary  
P.O. Box 387  
Manor, Texas 78653



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 5, 2016

PREPARED BY: Tom Bolt

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

10. Consideration, discussion and possible action on contracts for purchase of City of Manor property described as Lot 1, W ½ of Lot 2, Block 61, Town of Manor, locally known as the Eppwright – Chamberlain House 101 E. Wheeler St. Manor, TX.

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### BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Stockton Contract

Ortuno & Loginos Contract

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council accept a contract for the purchase of City of Manor property described as Lot 1, W ½ of Lot 2, Block 61, Town of Manor, locally known as the Eppwright – Chamberlain House 101 E. Wheeler St. Manor, TX.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☒ NONE