



RITA G. JONSE, MAYOR  
GENE KRUPPA, MAYOR PRO-TEM, PLACE 1  
MARIA AMEZCUA, PLACE 2  
ANNE WEIR, PLACE 3  
ZINDIA PIERSON, PLACE 4  
REBECCA DAVIES, PLACE 5  
TODD SHANER, PLACE 6

**CITY COUNCIL  
CALLED SPECIAL SESSION  
AGENDA**

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WEDNESDAY, NOVEMBER 8, 2017

7:00 P.M.

CITY COUNCIL CHAMBERS, 105 E. EGGLESTON ST.

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

**PLEDGE OF ALLEGIANCE**

**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.

**PUBLIC HEARING**

1. Conduct a public hearing regarding the annexation of 775.11 acres, more or less, adjacent and contiguous to the city limits and being located in Travis County. Thomas Bolt,  
City Manager

**REGULAR AGENDA**

2. Consideration, discussion, and possible action on a waiver from the City of Manor's adopted drainage policy, Section 4.1.0.D of the City of Austin's Drainage Criteria Manual, reducing the minimum curb inlet transition from 9'-8" to 5'-0" for a single curb inlet at Block Q, Lots 106 and 107 in Phase 8 of Stonewater subdivision. Scott Dunlop,  
Planning Coordinator
3. Discussion, consideration, and possible action on a concept plan for Stonewater North Subdivision, approximately 371 located at Johnson Road and FM 973, and the Fourth Amendment to the Development Agreement for the Stonewater Subdivision. Scott Dunlop,  
Planning Coordinator

## 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, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, November 3, 2017, by 5:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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Lluvia Tijerina  
City Secretary for the City of Manor, Texas

## 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 accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail [ltijerina@cityofmanor.org](mailto:ltijerina@cityofmanor.org).*



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

## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 8, 2017

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Conduct a public hearing regarding the annexation of 775.11 acres, more or less, adjacent and contiguous to the city limits and being located in Travis County.

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### BACKGROUND/SUMMARY:

This is the second public hearing for this round of involuntary annexations. The first public hearing was on November 1, 2017.

PRESENTATION: ☐ YES ☒ NO

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

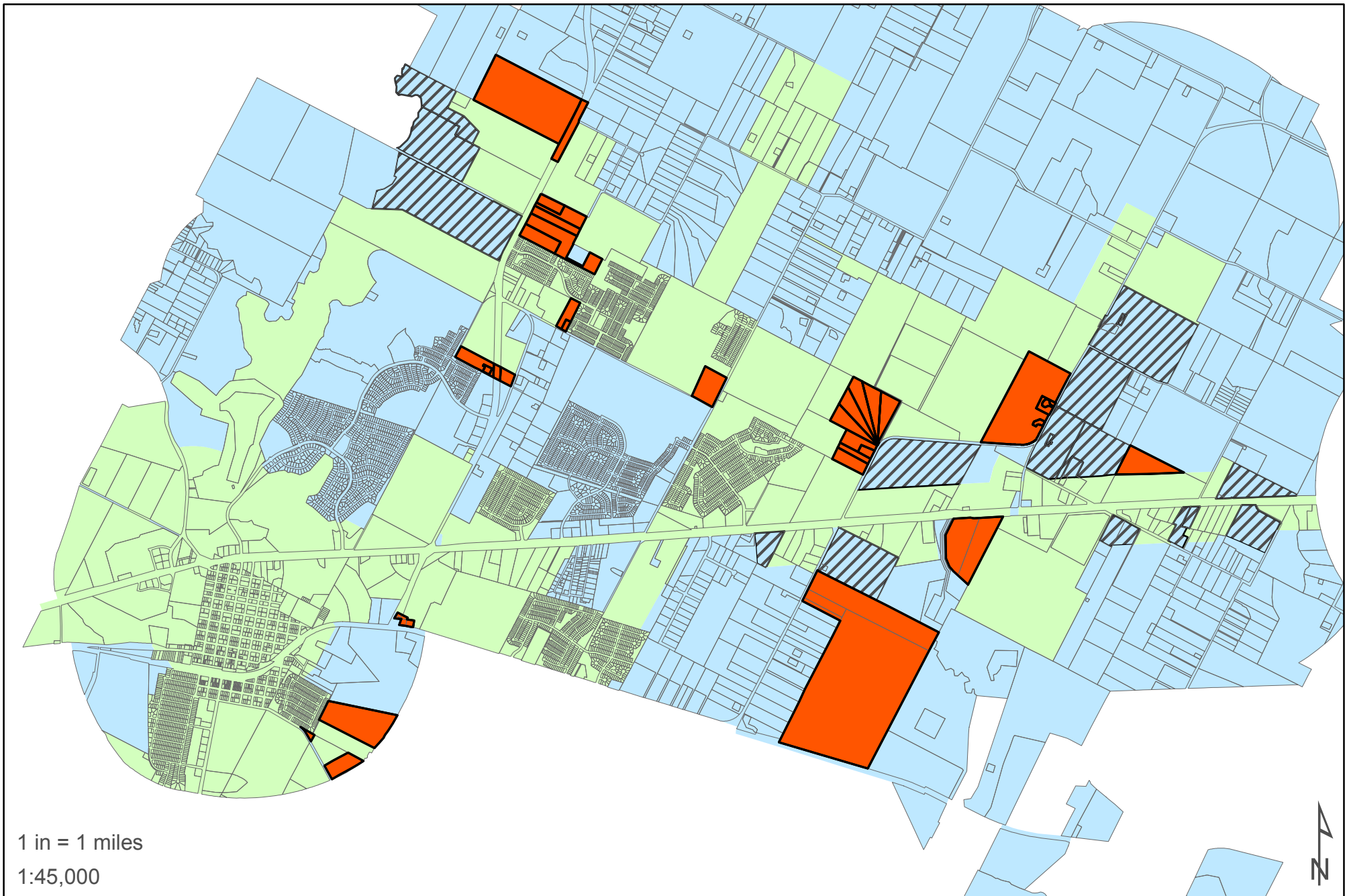
Overall annexation map  
municipal service plan





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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council conduct the second public hearing regarding the annexation of 775.11 acres, more or less, adjacent and contiguous to the city limits and being located in Travis County.

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



-  PROPOSED ANNEXATION
-  FULL PURPOSE
-  ETJ
-  ETJ AG DEV AGREEMENT

# City of Manor Annexation

Proposed Annexations : 775.11 Acres



## **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 NO. 2

## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 8, 2017

PREPARED BY: Frank T. Phelan, P.E.

DEPARTMENT: City Engineer

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve a waiver from the City of Manor's adopted drainage policy, Section 4.1.0.D of the City of Austin's Drainage Criteria Manual, reducing the minimum curb inlet transition from 9'-8" to 5'-0" for a single curb inlet at Block Q, Lots 106 and 107 in Phase 8 of Stonewater subdivision.

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### BACKGROUND/SUMMARY:

The developer is requesting a waiver of the minimum curb inlet transition at a single curb inlet at the end of a cul-de-sac to facilitate installation of compliant driveways and utilities on smaller frontage cul-de-sac lots. This cul-de-sac layout was impacted by utility line easements installed previously to provide utility service to prior sections of the subdivision.

PRESENTATION: ☐ YES ☒ NO

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

Waiver Request

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the waiver since the curb inlet does not abut a travel lane.

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



November 1, 2017

Mr. Scott Dunlop  
Planning Coordinator  
City of Manor, Texas  
105 E. Eggleston St.  
Manor, TX 78653

RE: Stonewater Phase 8 Subdivision  
Block Q - Lot 106 and 107  
Curb Inlet Variance Request

Dear Mr. Dunlop:

The purpose of this letter is to request a variance from the City of Manor requirement that drainage improvements be designed in accordance with the City of Austin's Drainage Criteria Manual through the modification of a specific portion of the Criteria Manual.

Location for Application of Variance

Transitions on both sides of the 10' curb inlet at the end of the eastern cul-de-sac on Riprap Drive, directly adjacent to the common lot line between Lots 106 and 107, Block Q of Stonewater Phase 8 Subdivision (exhibit attached).

Code Modification Requested

Chapter 10, Exhibit A, Article III, Section 41, Subsection (b) of the City of Manor Code of Ordinances requires that all drainage improvements within the City's jurisdiction be designed in accordance with the City of Austin's Drainage Criteria Manual, with certain exceptions. Section 4.1.0 D of the City of Austin Drainage Criteria Manual states that the standard curb inlet transition length is 9'-8". We request that the standard curb inlet transition length be reduced from 9'-8" to 5'-0" for the single curb inlet location referenced above.

Reason for Variance Request

Being located on a cul-de-sac, the public right-of-way frontage for Lots 106 and 107 is reduced from the typical frontage for non-cul-de-sac lots. This condition is further exacerbated by the placement of a curb inlet on their common lot line, and wet utility services on each of the opposite lot lines, thereby severely restricting the width of frontage available for a driveway connection. There is insufficient width along the back of curb to install a 12' wide driveway connection without encroaching into the transitions on both sides of the inlet. Reducing the transition length requirement on both sides of the inlet to 5'-0" will allow the construction of a 12' wide driveway to each lot.

Engineering Justification for Variance Request

The purpose of the transition on each side of a curb inlet is to facilitate the flow of water from the gutter into the inlet opening; if the water travelling in the gutter cannot enter the inlet, it will pond around it. Ponding around an inlet is undesirable when the inlet abuts a travel lane on a roadway and the ponding extends into the lane, affecting the path of traffic. Since this inlet is at the end of a cul-de-sac, there is no travel lane to be affected. Any ponding will be limited to the areas directly adjacent to the driveways of lots 106 and 107. Further, as this inlet is a sump inlet rather than being on grade, it is designed to function under ponding conditions, using the height of the water to push flow into the inlet opening.

Conclusion

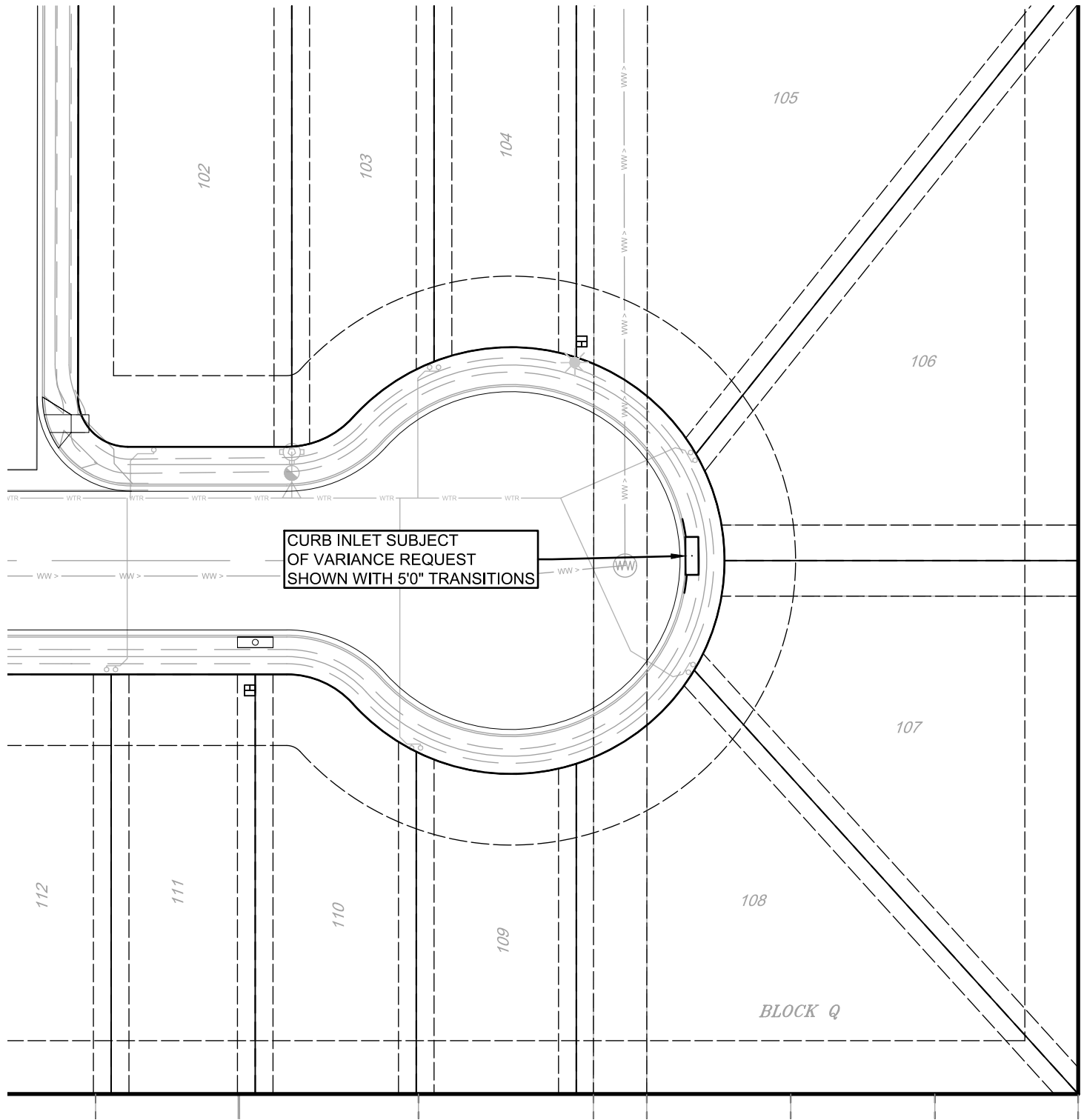
Reducing the curb inlet transition from 9'-8" to 5'-0" will allow the construction of a 12' wide driveway to each lot 106 and 107 without impacting negatively the safety of the roadway nor the drainage capacity of the inlet.

Thank you for your consideration of this variance request, and please do not hesitate to contact me if you require further information.

Sincerely,

  
Peggy M. Carrasquillo, MS, PE

Drawing: L:\PROJECT\DR Horton\Stonewater - Overall\CAD\Exhibits\Stonewater Phase 8 - EXH



0 40'  
SCALE: 1" = 40'

**KT** **KITCHEN TABLE**  
CIVIL SOLUTIONS

6805 N. CAPITAL OF TEXAS HIGHWAY | SUITE 315  
AUSTIN, TEXAS 78731 | TEL. (512) 758-7474  
TBPE FIRM NO. F-18129

RIPRAP DRIVE  
STONEWATER PHASE 8 SUBDIVISION

STONEWATER PHASE 8  
MANOR, TRAVIS COUNTY, TEXAS

EXH



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 8, 2017

PREPARED BY: Paige H. Saenz

DEPARTMENT: City Attorney

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### AGENDA ITEM DESCRIPTION:

Discussion, consideration, and possible action on a concept plan for Stonewater North Subdivision, approximately 371 located at Johnson Road and FM 973, and the Fourth Amendment to the Development Agreement for the Stonewater Subdivision.

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### BACKGROUND/SUMMARY:

The Developers of the Stonewater Subdivision are requesting approval of a concept plan for the Subdivision that will result in the addition of 73 lots, for a total of 1240 lots in the Subdivision (increased from 1167). This Subdivision is the subject of a Development Agreement that was entered in 2003. Originally, a manufactured home subdivision was proposed to be developed in the County, where the City has little regulatory authority, and a preliminary plat was filed in the County for that purpose. The City was able to reach agreements for the Property to be brought into the City and developed as a single-family residential subdivision. The Development Agreement proposes to approve the Concept Plan for the Subdivision that shows the additional lots and to modify certain development standards (in Section 3) established by the Development Agreement.

PRESENTATION: ☐ YES ☒ NO

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

agreement  
exhibits

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the P&Z recommend the City Council approve the concept plan for Stonewater North Subdivision, approximately 371 located at Johnson Road and FM 973, and the Fourth Amendment to the Development Agreement for the Stonewater Subdivision. The concept plan is consistent with the terms and conditions of the Development Agreement. The Developer has further cooperated with the City on the installation and funding of infrastructure necessary for the Subdivision.

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

STATE OF TEXAS  
COUNTY OF TRAVIS

§  
§  
§

**DEVELOPMENT AGREEMENT**  
**FOR THE STONEWATER SUBDIVISION AND THE ROSE HILL PID**  
**ADDENDUM NUMBER 4**

THIS ADDENDUM NUMBER 4 (“*Addendum Number 4*”) is made to the Development Agreement for the Stonewater Subdivision, f.k.a. Hawk Creek Subdivision (the “*Stonewater Subdivision*”), by and between the **City of Manor, Texas**, a Texas municipal corporation (the “*City*”), and **Continental Homes of Texas, L.P.**, a Texas limited partnership (the “*Developer*”), dated June 4, 2003, for and with respect to the Stonewater Subdivision and the Rose Hill Public Improvement District (“*RH-PID*”) which was created on June 25, 2003. This Addendum Number 4 is executed and effective as of the last date signed below. The City and the Developer are sometimes referred to herein jointly as the “*Parties*”.

WHEREAS, the City and The Parke at Hawk Hollow, L.P., a Texas limited partnership (“*PHC*”) entered into that certain Development Agreement, dated effective as of June 4, 2003 (as amended from time to time, the “*Agreement*”), relating to the development of the Stonewater Subdivision;

WHEREAS, the City and RH-Manor, Ltd., a Texas limited partnership (“*RH-Manor*”), as successor to and assignee of PHC, entered into that certain Development Agreement for the Stonewater Subdivision Addendum Number 1, dated effective as of March 4, 2005, the Development Agreement for the Stonewater Subdivision Addendum Number 2, dated effective as of June 25, 2012, and Development Agreement for the Stonewater Subdivision and the Rose Hill PID Addendum Number 3, dated effective as of August 16, 2006, all executed by the City and RH-Manor;

WHEREAS, by Resolution No. 2006-14, the City approved the Service Plan that reduced the per lot assessment to \$7212.00 due to the addition of additional lots to the RH-PID;

WHEREAS, Developer has succeeded to all rights of RH-Manor under the Agreement, as assignee of RH-Manor pursuant to the Assignment of Development Agreement executed by RH-Manor and Developer, dated August 3, 2012;

WHEREAS, Developer desires to amend the Plat Application and increase the number of single family lots in conjunction with the development of that part of the Stonewater Subdivision to be known as (and herein called) “*Stonewater North*”, which is further described and depicted on Exhibit “A” attached hereto (the “*New Stonewater Concept Plan*”);

WHEREAS, Developer has requested other amendments to the Agreement, and the City has approved such amendments, as more fully set forth in this Addendum Number 4;

WHEREAS, all of the terms, provisions, and conditions of the Agreement, as amended, shall remain in full force and effect, and the terms, provisions, and conditions of this Addendum Number 4 shall be in addition thereto and not in lieu thereof. All capitalized terms not otherwise defined in this Addendum Number 4 shall have the meaning given such terms in the Agreement;

NOW, THEREFORE, the Parties hereby contract, covenant and agree as follows:

1. **Plat Application.** Pursuant to Section 1.7(e)(4) of the Agreement, the City agrees that the Plat Application shall be amended as set forth in this Addendum Number 4. The term “Plat Application”, as defined in the Recitals of the Agreement, shall hereafter mean and include the existing preliminary plats on file with the City and the preliminary plat or plats for Stonewater North which have been or will be submitted by Developer to the City for approval (consistent with the New Stonewater Concept Plan), and which now include a total single family lot count not to exceed one thousand two hundred forty (1,240) lots and a realigned primary collector through the middle of the Property rather than the east side of the Property, all as shown on the New Stonewater Concept Plan.

(a) **Full Development.** Based on this increase in the number of lots for the Property, the term “*Full Development*”, as defined in the Recitals of the Agreement, shall hereafter mean full development of the Property in accordance with the Development Plan and the Plat Application (as both are amended by this Addendum Number 4) with 1,240 single family lots.

(b) **Vested Rights.** The City and Developer agree that all development rights and entitlements with respect to the Stonewater Subdivision which were and are vested under the Agreement shall apply to Stonewater North and the additional lots to be developed by Developer, and that all such development rights are vested in and held by Developer for Developer’s benefit in connection with the development of Stonewater North.

2. **Amendments to Agreement - 1,240 Lots.**

(a) The City and Developer agree that the first sentence of Section 5.1 of the Agreement is hereby amended and restated to read as follows:

“The Subdivision shall consist of not more than 1,240 single family lots, in addition to those drainage and open space, recreational areas and amenities for the exclusive use and benefit of the residents in the Subdivision.”

(b) The City and Developer agree that the first sentence of Section 8.1 of the Agreement is hereby amended and restated to read as follows:

“The Parties contemplate that the number of single family lots consistent with Full Development of the Property shall not exceed 1,240 pursuant to the Development Plan and Plat Application.”

3. **Development Plan.** The City and Developer agree that the Development Plan (Exhibit “C” to the Agreement) is hereby amended to provide:

(a) that the Minimum front yard setback shall be 20 feet for all single family lots in Stonewater North;

(b) the corner lot upon which the lift station is located shall be fenced from the street along the side lot line and approximately ten feet (10') from the front lot line, all as shown on Exhibit "B" attached hereto;

(c) the Developer may design and construct straight crown road sections (as opposed to parabolic crown) in Stonewater North; and

(d) five-foot (5') transitions for curb inlets to accommodate residential driveways may be allowed on a case-by-case basis as approved by the City Engineer.

4. **Lift Station Upgrade.** The City and Developer hereby acknowledge that the Developer has paid the City \$20,000 to be used to upgrade the existing lift station as depicted on Exhibit "B" attached hereto. The existing lift station and ancillary equipment is authorized to be located within the building setback lines. Within six (6) months of the completion and acceptance of the upgrades to the Pyrite Road Wastewater line, the City will complete upgrades to the existing station and commits to serving up to 1240 LUE's within the Stonewater Subdivision.

5. **Pyrite Road Wastewater Line.** The City and Developer hereby acknowledge and agree that Developer has provided alignment and depth for the portion of the proposed 12" gravity wastewater line located within the Property along Pyrite Road (the "*Pyrite WW Line*"), such line stubbing near the Property's boundary at Johnson Road (the "*Johnson Road Connection*"), all as shown on Exhibit "B". The City has engineered and installed the portion of the 12" gravity wastewater line located outside the Property so as to connect to the Pyrite WW Line at the Johnson Road Connection, also as shown on Exhibit "B". The City and Developer further agree that:

(a) Developer has paid for the actual cost of design and construction for the Pyrite WW Line, said line being located between the lift station connection and the Johnson Road Connection.

(b) Developer shall cause the Pyrite WW Line to be operational and available for the City to connect to by the Effective Date.

6. **Water Lines and Connections.** The City shall allow Developer to connect to the existing eight-inch (8") water line in Walter Vaughn Drive, as depicted on Exhibit "C" attached hereto if the Developer deems it necessary. The Developer will grant the City a fifteen foot wide water utility easement in a form acceptable to the City prior to or at the time the Developer requests the City to accept the water line that will connect to the eight inch (8") water line.

7. **Force Main and Gravity Line.** The existing force main located between the knuckle of Pyrite Road to the intersection of Inselberg Drive shall be located in a 20 foot-wide lot



owned and maintained by the homeowner's association for the Stonewater Subdivision; provided that the City be granted a public utility easement over such lot in a form acceptable to the City. A lot will be created with the same boundaries of the existing public utility in which the existing force main located between Inselberg Drive to and its connection with Phase 8 of the Stonewater Subdivision is located. Developer will cause such lots to be created at the time of platting of the sections of the Subdivision in which such lots will be located and at such time will further cause the maintenance of such lots to be addressed. The location of the lots are generally shown on Exhibit "A".

8. **Sign Variance.** The City agrees that Developer may install and maintain (and assign the rights to install, maintain, repair, and replace to any HOA for the Property) a sign at the entrance to the Property located at Tinajero Way and FM 973 that is at up to sixty-four (64) square feet in size, to allow for symmetrical signage with the lettering "STONEWATER".

9. **Johnson Road Widening.** The City and Developer hereby acknowledge and agree that Developer will dedicate sufficient right-of-way up to thirty-two feet (32') of right-of-way for one-half (1/2) of Johnson Road located adjacent to and north of Stonewater North, as depicted on Exhibit "D" attached hereto and incorporated herein by reference, creating an ultimate right-of-way width of sixty-four feet (64'). Developer will dedicate enough right-of-way to accommodate half of the ultimate right-of-way width as measured from the existing centerline of the current right-of-way of Johnson Road.

10. **PUE Vacation.** The City shall assist in the timely vacation of a portion of the existing public utility easement (recorded under Document No. 2004035760 in the Official Public Records of Travis County, Texas) in Stonewater North. The public utility easement, shown in Exhibit "E", or portions thereof, must be vacated at the time of final plat approval for the portion Stonewater North in which the easement is located, that occurs from time to time.

11. **Concept Plan Approval.** Concept Plan. The Concept Plan attached hereto as Exhibit "A" is hereby approved.

12. **Service Plan Amendments.** The City and Developer agree that each shall work together to draft an ordinance to amend the Service Plan to account for the changes set forth in this Addendum 4 regarding the number of lots on the Property.

13. **Term.** The City acknowledges and agrees that the Project Improvements have been completed and accepted by the City in accordance with the Agreement. Accordingly, the termination right in favor of the City set forth in Section 10.1 of the Agreement is null and void and no longer in effect.

14. **Binding Agreement.** Each of the Parties further represent and agree that they and their respective attorneys have again closely read and reviewed the Agreement, and this Addendum Number 4, and that all the terms, provisions, and conditions thereof and this Addendum Number 4 are binding and enforceable in accordance with the terms, provisions, and conditions thereof and of this Addendum Number 4.



DEVELOPER:

**Continental Homes of Texas, L.P.**  
(a Texas limited partnership)

By: CHTEX of Texas, Inc.  
(a Delaware corporation)  
*Its General Partner*

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

10700 Pecan Park Blvd., Suite 400  
Austin, Texas 78750

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, \_\_\_\_\_ of CHTEX of Texas, Inc., a Delaware corporation, general partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said corporation and limited partnership.

[SEAL]

\_\_\_\_\_  
Notary Public ★ State of Texas

AFTER RECORDING, RETURN TO:

City of Manor, Texas  
P. O. Box 387  
Manor, Texas 78653-0387  
Attention: City Secretary

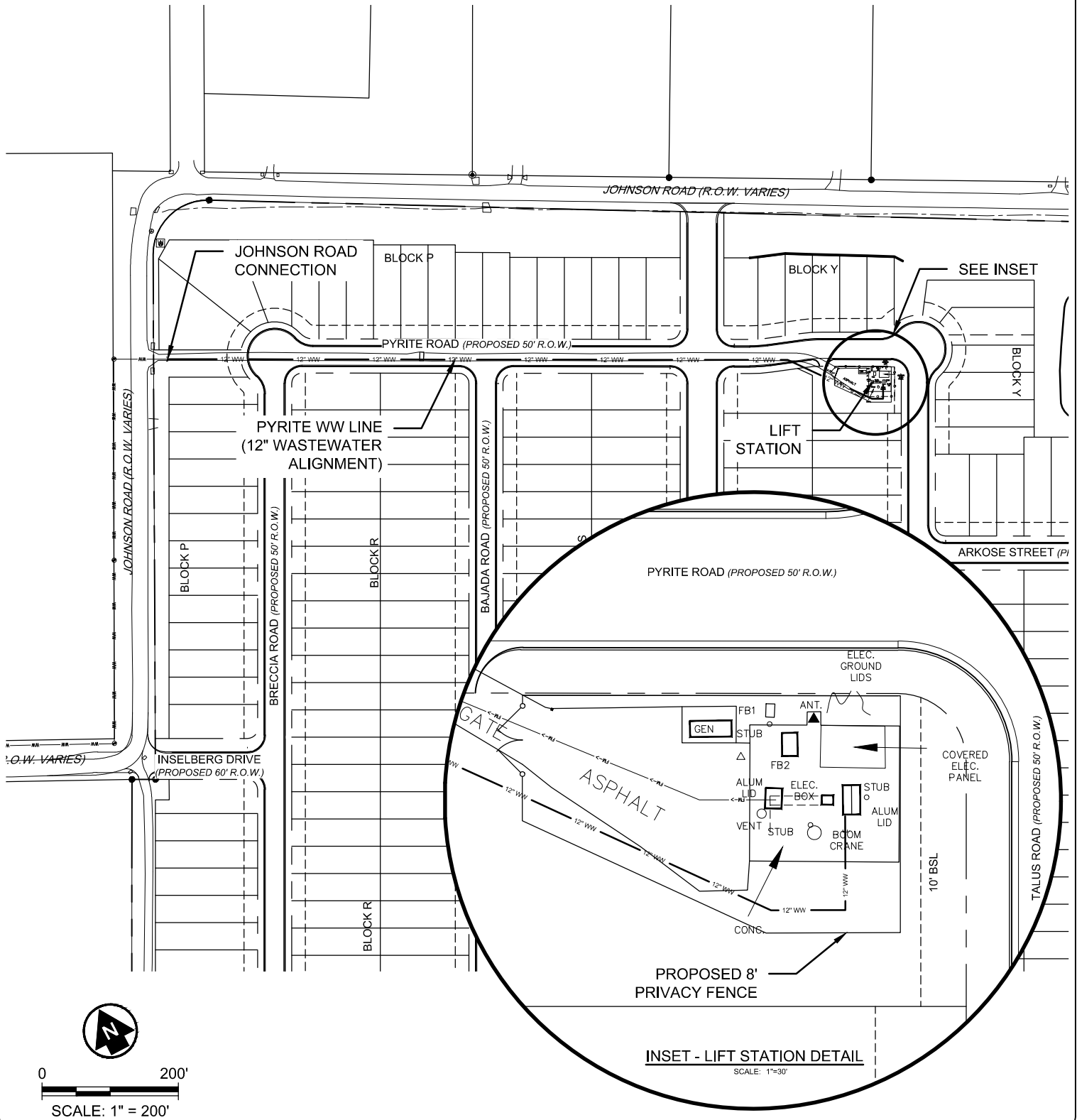
**EXHIBIT “A”**

Concept Plan



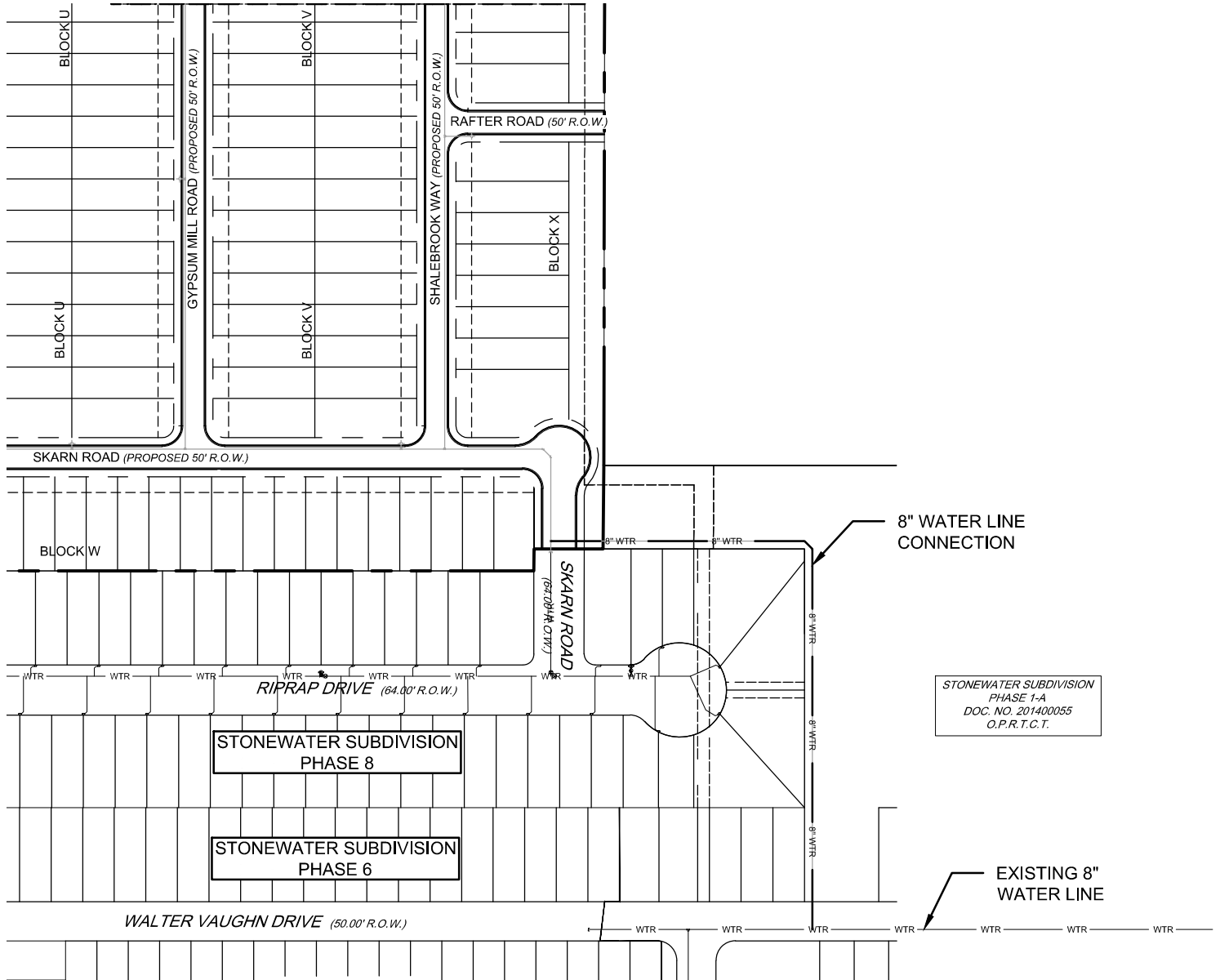
### LEGEND

PYRITE WW LINE (12" WASTEWATER LINE)



# LEGEND

- 8" WTR
- 8" WATER LINE CONNECTION
- STONEWATER NORTH PROPERTY BOUNDARY



STONEWATER SUBDIVISION  
PHASE 1-A  
DOC. NO. 201400055  
O.P.R.T.C.T.



0 200'  
SCALE: 1" = 200'

Drawing: L:\PROJECT\DR Horton\DRH17002-00 - Stonewater North\CAD\Exhibits\Dev Report Exhibits

**KITCHEN TABLE**  
CIVIL SOLUTIONS

6805 N. CAPITAL OF TEXAS HIGHWAY | SUITE 315  
AUSTIN, TEXAS 78731 | TEL. (512) 758-7474  
TBPE FIRM NO. F-18129

**D·R·HORTON**  
*America's Builder*

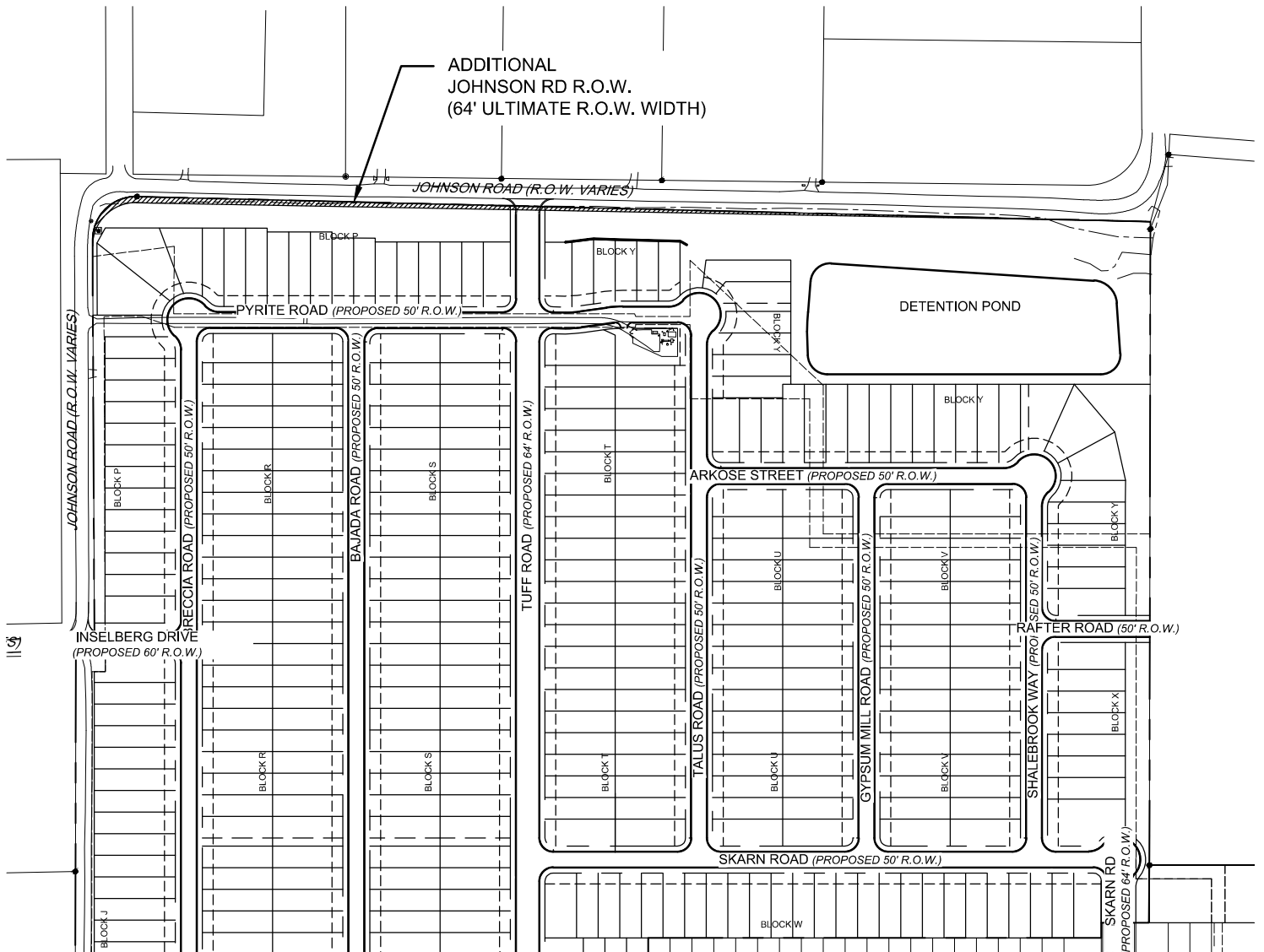
8" WATER LINE CONNECTION  
IN WALTER VAUGHN DRIVE

STONEWATER NORTH  
MANOR, TRAVIS COUNTY, TEXAS

EXH-C

## LEGEND

 VARIABLE WIDTH JOHNSON RD R.O.W. DEDICATION



0 300'  
SCALE: 1" = 300'

Drawing: L:\PROJECT\DR Horton\DRH17002-00 - Stonewater North\CAD\Exhibits\Dev Report Exhibits

**KITCHEN TABLE**  
CIVIL SOLUTIONS

6805 N. CAPITAL OF TEXAS HIGHWAY | SUITE 315  
AUSTIN, TEXAS 78731 | TEL. (512) 758-7474  
TBPE FIRM NO. F-18129

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VARIABLE WIDTH JOHNSON ROAD RIGHT  
OF WAY DEDICATION

STONEWATER NORTH  
MANOR, TRAVIS COUNTY, TEXAS

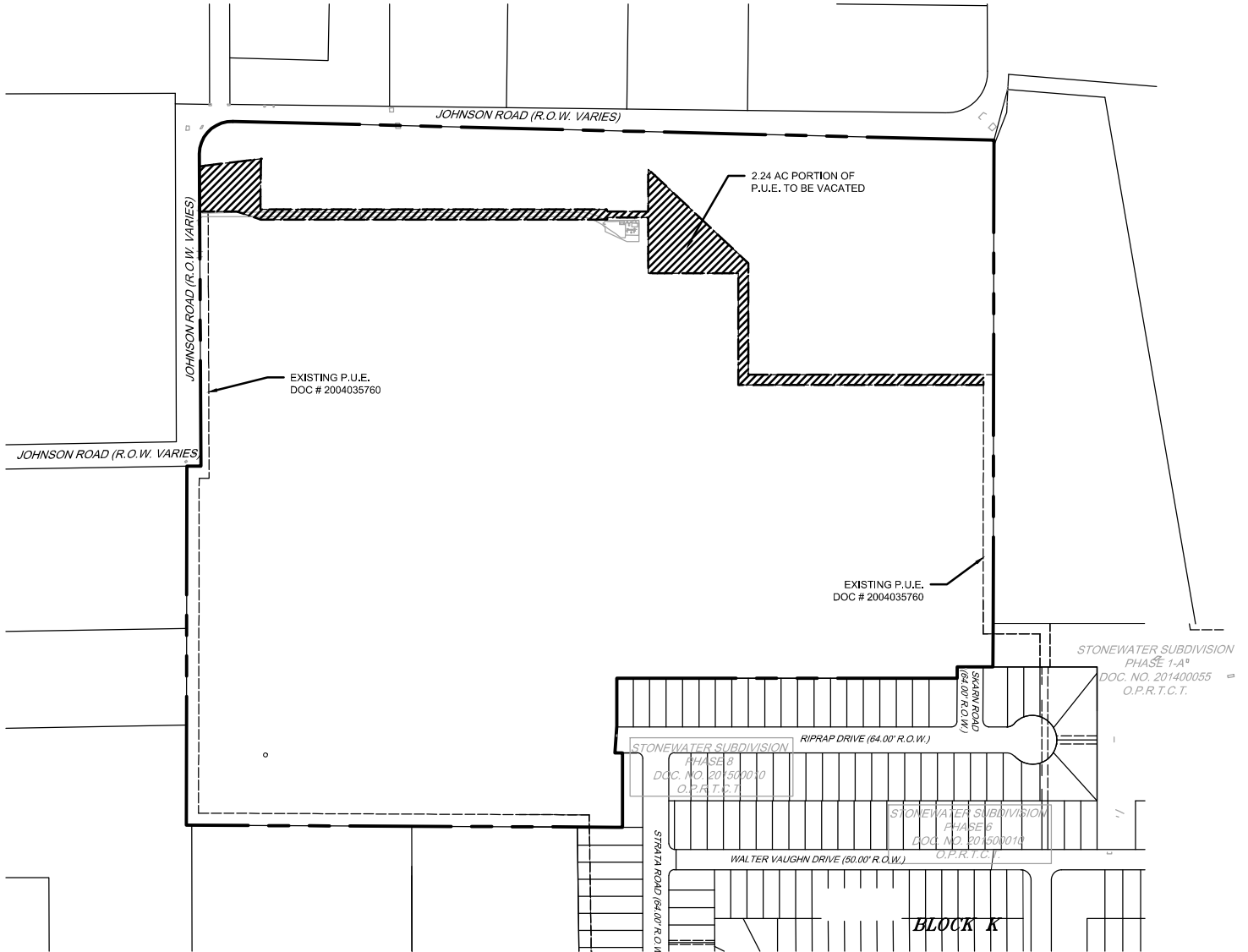
EXH-D



Drawing: L:\PROJECT\DR Horton\DRH17002-00 - Stonewater North\CAD\Exhibits\Dev Report Exhibits

# LEGEND

- STONEWATER NORTH PROPERTY BOUNDARY
- PUBLIC UTILITY EASEMENT PORTION TO BE VACATED
- EXISTING P.U.E. DOC. NO. 2004035760



0 400'  
SCALE: 1" = 400'

**KITCHEN TABLE**  
CIVIL SOLUTIONS

6805 N. CAPITAL OF TEXAS HIGHWAY | SUITE 315  
AUSTIN, TEXAS 78731 | TEL. (512) 758-7474  
TBPE FIRM NO. F-18129

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*America's Builder*

PUBLIC UTILITY EASEMENT PORTION  
TO BE VACATED

STONEWATER NORTH  
MANOR, TRAVIS COUNTY, TEXAS

EXH-E