



Rita G. Jonse, Mayor
Gene Kruppa, Place 1
Maria Amezcua, Mayor Pro Tem, Place 2
Anne Weir, Place 3
Dr. Larry Wallace Jr., Place 4
Deja Hill, Place 5
Valerie Dye, Place 6

**CITY COUNCIL
REGULAR MEETING
AGENDA**

Wednesday, April 17, 2019

7:00 p.m.

Manor City Hall – Council Chambers
105 E. Eggleston Street

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 (3) minutes per person. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please complete the white card and present it to the City Secretary prior to the meeting. **No Action May be Taken by the City Council During Public Comments**

CONSENT AGENDA

All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with 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 City Council Minutes of the April 3, 2019, Regular Meeting. Lluvia Tijerina,
City Secretary

2. Consideration, discussion, and possible action on the acceptance of the March 2019 Departmental Reports:

Thomas Bolt,
City Manager

- Police – Ryan Phipps, Chief of Police
- Development Services – Scott Dunlop, Assistant Dev. Services Director
- Municipal Court – Sarah Friberg, Court Clerk
- Public Works – Mike Tuley, Director of Public Works
- Finance – Lydia Collins, Director of Finance

REGULAR AGENDA

3. Consideration, discussion, and possible action on a partial release and termination of a public utility easement.
4. Consideration, discussion, and possible action on selecting an appraiser for the Lagos Public Improvement District (PID).
5. Consideration, discussion, and possible action on selecting a trustee for the Lagos Public Improvement District (PID).
6. Consideration, discussion, and possible action on a second amendment to the Manor Commons Amended and Restated Project and Incentive Agreement.
7. Consideration, discussion, possible action on accepting a 15' wastewater easement being 1.075 acres of land out of the Greenbury Gates Survey No. 63, Abstract 315, Travis County, Texas.
8. Consideration, discussion, possible action on accepting a 15' wastewater easement being 0.176 acres of land out of the Greenbury Gates Survey No. 63, Abstract 315, Travis County, Texas.

Scott Dunlop,
Asst. Dev. Services
Director

Thomas Bolt,
City Manager

Thomas Bolt,
City Manager

Thomas Bolt,
City Manager

Scott Dunlop,
Asst. Dev. Services
Director

Scott Dunlop,
Asst. Dev. Services
Director

ADJOURNMENT

In addition to any executive session already listed above, the City Council 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 Section §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) and §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, April 12, 2019, by 5:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/s/Lluvia Tijerina, TRMC
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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: April 17, 2019

PREPARED BY: Lluvia Tijerina, City Secretary

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of the April 3, 2019, Regular Meeting.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

April 3, 2019, Regular Meeting Minutes

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the City Council Minutes of the April 3, 2019, Regular Meeting.

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



**CITY COUNCIL
REGULAR SESSION MINUTES
APRIL 3, 2019**

PRESENT:

Rita G. Jonse, Mayor

COUNCIL MEMBERS:

Gene Kruppa, Place 1
Maria Amezcua, Mayor Pro Tem, Place 2
Anne R. Weir, Place 3
Dr. Larry Wallace Jr., Place 4
Deja Hill, Place 5 (Arrived at 7:06 p.m.)
Valerie Dye, Place 6

CITY STAFF:

Thomas Bolt, City Manager
Lluvia Tijerina, City Secretary
Scott Dunlop, Assistant Development Services Director
Frank Phelan, P.E., City Engineer

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Jonse at 7:00 p.m. on Wednesday, April 3, 2019, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

At the request of Mayor Jonse, Council Member Dye, led the Pledge of Allegiance.

PUBLIC COMMENTS

Orleana Edwards, 11505 Marshall St., Manor, Texas, spoke before City Council regarding a Community Center for the City of Manor. Ms. Edwards stated that Manor did not have a youth Community Center and she would like to see a development for a center in the near future.

No one else appeared to speak at this time.

CONSENT AGENDA

1. Consideration, discussion, and possible action to approve the City Council Minutes of the March 20, 2019, Regular Meeting.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Dye the Council voted six (6) For and none (0) Against to approve and adopt all items on the consent agenda. The motion carried unanimously.

Council Member Hill arrived at 7:06 p.m.

REGULAR AGENDA

2. A) Consideration, discussion, and possible action on a waiver request from Manor Code of Ordinances, Chapter 14, Exhibit A, Article II, Section 34(a) for 9.973 acres of land situated in the James Manor Survey No. 40, Abstract No. 546 to allow for a unit density of 25.15 per acre. Applicant: Kimley-Horn & Associates. Owner: W2 Real Estate Partners.

B) Consideration, discussion, and possible action on a payment of the established parkland dedication fee in lieu of land dedication for each dwelling unit.

The City staff's recommendation was that the City Council approve a waiver request from Manor Code of Ordinances, Chapter 14, Exhibit A, Article II, Section 34(a) for 9.973 acres of land situated in the James Manor Survey No. 40, Abstract No. 546 to allow for a unit density of 25 per acre and approve a payment of the established parkland dedication fee-in-lieu of land dedication for each dwelling unit.

Scott Dunlop, Assistant Development Services Director, was available to address any questions posed by the City Council.

City Manager Bolt discussed the waiver request regarding density of 25.15 per acre and establishing parkland dedication fee in lieu of land dedication for each dwelling unit.

The discussion was held regarding a one-time fee payment for Item B. City Manager Bolt stated the payment would be deposited to a fund for parkland and would only be used for park improvements.

At the request of Mayor Jonse, Warren Walters with W2 Real Estate Partners, Austin, Texas conducted the attached PowerPoint Presentation regarding The Emerald Apartment Development.

Mr. Walters introduced himself and Mike Braeuer with W2 Real Estate. He discussed the development apartment project on Gregg Manor Road and explained the process. Mr. Walters stated they would hold the investment for at least 10 years.

Mr. Walters discussed the following for the proposed luxury apartments.

- Interiors for Units
- Common Area Amenities
- Pool
- Beer Garden

Council Member Dr. Wallace Jr. stated that the developer had reached out to him regarding the waiver request and he had recommended for them to present an initiative visualization of the project to Council to better understand the development.

The discussion was held regarding the income based for the proposed apartments.

Mayor Jonse inquired about the main access to the apartments. The discussion was held regarding the access to the apartments from the north and south entries. City Manager Bolt stated the main entrance would be off the new Gregg Manor Road once it's completed.

The discussion was held regarding the density calculations for the property.

Council Member Dr. Wallace Jr. inquired if there would be any concerns regarding the payment of the parkland fee. Mr. Walters stated they were making a long-term commitment with this project and a contribution to the parkland was acceptable to them and not an issue.

City Manager Bolt explained the two (2) components for the open space and parkland fee.

The discussion was held regarding the annual contribution for taxes was estimated at \$650,000 per year.

Council Member Hill inquired about the type of population that was being considered for the development. Mr. Braeuer stated different groups of people would be interested in the property. He specified that the development appealed to younger residents age ranged from 23-34.

The discussion was held regarding the concept of the development.

Council Member Hill advised she would be abstaining from consideration. The appropriate Conflict of Interest Affidavit has been filled out and filed with the City Secretary.

MOTION: Upon a motion made by Council Member Dr. Wallace Jr. and seconded by Council Member Dye the Council voted five (5) For and one (1) Against to approve a waiver request from Manor Code of Ordinances, Chapter 14, Exhibit A, Article II, Section 34(a) for 9.973 acres of land situated in the James Manor Survey No. 40, Abstract No. 546 to allow for a unit density of 25 per acre and approve a payment of the established parkland dedication fee-in-lieu of land dedication for each dwelling unit. Council Member Kruppa voted against and Council Member Hill abstained. The motion carried.

3. Consideration, discussion, and possible action on the Main Street Manager position and pay scale.

The City staff's recommendation was that the City Council approve a Main Street Manager position to the current Pay Scale and remove the Community Development Manager Position.

City Manager Bolt discussed the Main Street Manager position for the city.

The discussion was held regarding the salary range for the position.

Council Member Dr. Wallace Jr. expressed his support for the new position.

MOTION: Upon a motion made by Council Member Dr. Wallace Jr. and seconded by Council Member Kruppa the Council voted seven (7) For and none (0) Against to approve a Main Street Manager position to the current Pay Scale and remove the Community Development Manager Position. The motion carried unanimously.

4. Consideration, discussion, and possible action on a waiver request from Manor Code of Ordinances, Chapter 14, Exhibit A, Article II, Section 34(b)(iv)(C) and Manor Code of Ordinances, Chapter 14, Exhibit A, Article II, Section 20(m) to allow for reduction to the minimum number of parking spaces per each living unit to 1.8. Applicant: Kimley-Horn & Associates. Owner: W2 Real Estate Partners

The City staff's recommendation was that the City Council approve a waiver request from Manor Code of Ordinances, Chapter 14, Exhibit A, Article II, Section 34(b)(iv)(C) and Manor Code of Ordinances, Chapter 14, Exhibit A, Article II, Section 20(m) to allow for reduction to the minimum number of parking spaces per each living unit to 1.8.

Scott Dunlop, Assistant Development Services Director, was available to address any questions posed by the City Council.

Warren Walters with W2 Real Estate Partners, Austin, Texas, spoke before City Council regarding the waiver request to allow for reduction to the minimum number of parking spaces per each living unit to 1.8.

The discussion was held regarding the green space for the development.

Council Member Dr. Wallace Jr. requested to discuss the PowerPoint Presentation from Item 2 regarding the parking ratio of the development.

Mr. Walters discussed the attached PowerPoint Presentation regarding several types of parking ratios.

The discussion was held regarding the open spaces available for visitors parking.

Council Member Dr. Wallace Jr. explained how the approval of the waiver for parking spaces influences the units that could be built and the amenities of the development.

Council Member Kruppa inquired about the parking ratio not being calculated correctly. Mr. Walters apologized and assured the correction would be made for 1.8008.

MOTION: Upon a motion made by Council Member Dr. Wallace Jr. and seconded by Council Member Dye the Council voted five (5) For and two (2) Against to approve a waiver request from Manor Code of Ordinances, Chapter 14, Exhibit A, Article II, Section 34(b)(iv)(C) and Manor Code of Ordinances, Chapter 14, Exhibit A, Article II, Section 20(m) to allow for reduction to the minimum number of parking spaces per each living unit to 1.8008. Mayor Pro Tem Amezcua and Council Member Weir voted against. The motion carried.

5. Consideration, discussion and possible action to approve a construction contract for the Wilbarger Creek Wastewater Treatment and Collection System Improvements project.

The City staff's recommendation was that the City Council approve a construction contract for the Wilbarger Creek Wastewater Treatment and Collection System Improvements project with Excel Construction Services, LLC in the amount of \$16,722,300 for all Base Bid and Alternate Bid D work.

At the direction of City Manager Bolt, City Engineer Phelan discussed the construction and contract for the Wilbarger Creek Wastewater Treatment and Collection System Improvements Project.

City Engineer Phelan discussed the bid process and bid tabulation for the project.

The discussion was held regarding the control system for the water treatment plant.

Council Member Kruppa inquired about the type of pump control for the water treatment plant. City Engineer Phelan discussed the pump controls that would be used and how they would be monitored.

Council Member Dr. Wallace Jr. inquired about the life cycle for parts repairs and the ratio for manual vs mechanical maintenance and monitoring. City Engineer Phelan stated a detailed life cycle analysis had not been done. He also stated that the city did not have an established system regarding pm functions but as the city grew the functions would normally be contracted out.

Mayor Jonse inquired about the language on Jay Engineering's letter regarding the "final amounts dependent on the actual installed quantities." City Engineer Phelan discussed the amount of allowance available for the project and Change Orders that could occur for the unforeseen costs.

The discussion was held regarding the acres of the development and the temporary irrigation system for revegetation of all disturbed areas.

The discussion was held regarding the alternates for the project that would be bid separately.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Dye the Council voted seven (7) For and none (0) Against to approve a construction contract for the Wilbarger Creek Wastewater Treatment and Collection System Improvements project with Excel Construction Services, LLC in the amount of \$16,722,300 for all Base Bid and Alternate Bid D work. The motion carried unanimously.

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 8:18 p.m. on Wednesday, April 3, 2019.

These minutes approved by the Manor City Council on the 17th day of April 2019.

APPROVED:

Rita G. Jonse
Mayor

ATTEST:

Lluvia Tijerina, TRMC
City Secretary

The Emerald @ Manor



Why Luxury Garden Apartments instead of Standard Garden Style Apartment

Proposed Luxury Apartments	Standard Garden Apartments
Premium Clubhouse 6,500 sf Movie/Media Room Dedicated & enclosed video game arcade Pool Table/Shuffleboard 24-hr Amazon package lockers Dedicated and supported Business Center	Standard Clubhouse 3,200 sf Oversized lobby TVs Game room with dart boards and ping pong Couches/Gathering area Standard office hour package pickup/drop off Public computer access and printing supplies
Premium Apartment Unit Features 9' Ceiling height Granite Countertops Stainless Steel Appliances Ground floor fenced yards Designer fixtures (faucets, hardware, etc.) Smart Home Technology	Standard Apartment Unit Features 8' Ceiling height Durable Formica countertops White or Black Appliances Standard porch pad Value fixtures Cable/Phone/Digital Thermostat
Premium Building Exterior Window & masonry ratio exceeds code	Standard Building Exterior Exteriors meet city standards
Premium Common Area Amenities Resort Style Pool Fitness Center w advanced exercise equipment, free-weights & premium finish Dog Park/Wash Beer Garden/Fire Pit/Backyard Games Gas Grills and outdoor cooking features	Standard Common Area Amenities Oversized Pool exceeding safety standards Fitness area with exercise bikes, balls, treadmills, and extra workout machines Gated entry/exit to sidewalks and outdoor trails Volleyball court and/or manicured greenspace Charcoal fire grills and picnic tables

More People, not more parking

Density and Parking Reduction Request Data		#'s
1 Bedroom Apartments		178
2 Bedroom Apartments		68
Total Apartment Units (w/ waiver requested increased density)		246
Parking Waiver Request		
Current Code: Min Req'd Parking per Unit		2.0
Total Req'd Parking Spaces per code		492
Waiver request to reduce Min Parking Per Unit 10% from 2.0 to 1.8 (Parks per Unit. See Appendix for examples.)		1.80
Total <i>Proposed</i> Parking Spaces		443
US Avg. Motor Vehicles per Apartment Unit *		1.2
Parking spaces needed based on US Avg.		295
Parking space reduction requested		49
Expected apartment vacancy rate based on similar apartment locations (See appendix)		10%
Anticipated vacant apartments		24
Anticipated vacant parking spaces		48
Potential Visitor (extra) parking spaces with waiver approval		148
Additional Benefits of Parking Waiver		
Population Increase		
Additional Apartment Households Created via the request		18
Assumed Tenants per Apartment (See source table in appendix)		2.0
Anticipated population increase from waiver approval		36
Economic and Small Business Benefit		
City of Manor Median Household Income**		\$59,855
Increased Household Income to Manor		\$1,077,390
Additional Retail Sales (of \$9,645.00 per capita in 2012*)		\$347,220
Excess Greenspace Vs Excess Concrete/Impervious cover		
City code parking requirement results in less greenspace and 49 extra parking spaces (350sf per space & drives)		17,150 SF (Add'l Concrete)
Waiver approval results in concrete for additional (18) apartments/households (850 sf apt, 3 stories tall)		5,100 SF (Add'l Concrete)
(Additional) greenspace with 18 additional apartments and 49 less parking spaces		12,050 SF (Less Concrete)

* NMHC 2017 American Community Survey

**According to US Census Bureau

The Emerald @ Manor

Proposed project: 246 Luxury Apartments at 25 units/ac, parking ratio of 1.81, with 444 parking spaces, two upgraded amenity areas, and premium finishes throughout.



Scale: 1" = 40'
Date: 2019 01 01
PROJECT #: 18-072

The Emerald @ Manor
Manor, Texas

Steinberg
Dickey
Collaborative, L.P.

CONCEPTUAL DESIGN - Colored Site Plan

Appendix:

1. Characteristics of Apartment Households*
2. Expected Vacancy chart
3. What does a Parking Ratio of 1.8 or 2.0 look like? (Aerial Imagery)
4. Amenity and Interior images

*US Census Bureau and American Community Survey (2017)

The Emerald @ Manor

Characteristics of Apartment Households and All U.S. Households in 2017

	All Apartments	New Apartments (Built 1990-2017)	Total Households (Renters & Owners)
Total Households	18,837,547	6,589,776	120,062,767
Age of Householder			
Median Age	42	37	52
Mean Age	46	44	52
Household Type			
Single Male	22%	21%	13%
Single Female	26%	26%	15%
Married Couple Only	11%	12%	28%
Married Couple with Children	9%	9%	20%
Single Parent	13%	12%	11%
Other Households	18%	18%	13%
Household Members			
1 Member	49%	47%	28%
2 Members	28%	30%	34%
3+ Members	24%	23%	38%
Mean Number*	2	2	2
Children (under age 18)			
Mean Number	0.4	0.4	0.6
% Households with One or More	22%	22%	31%
Household Income of Market Rate Renters*			
Mean Income	\$46,089	\$53,493	\$73,374
Median Income	\$34,961	\$41,400	\$52,800
Motor Vehicles			
Mean Number per Household**	1	1.2	1.8
% Households without a Motor Vehicle***	26%	18%	9%

* Average # of people in an apartment is 2.

** Average # of cars in an apartment is 1.2 due to household type.

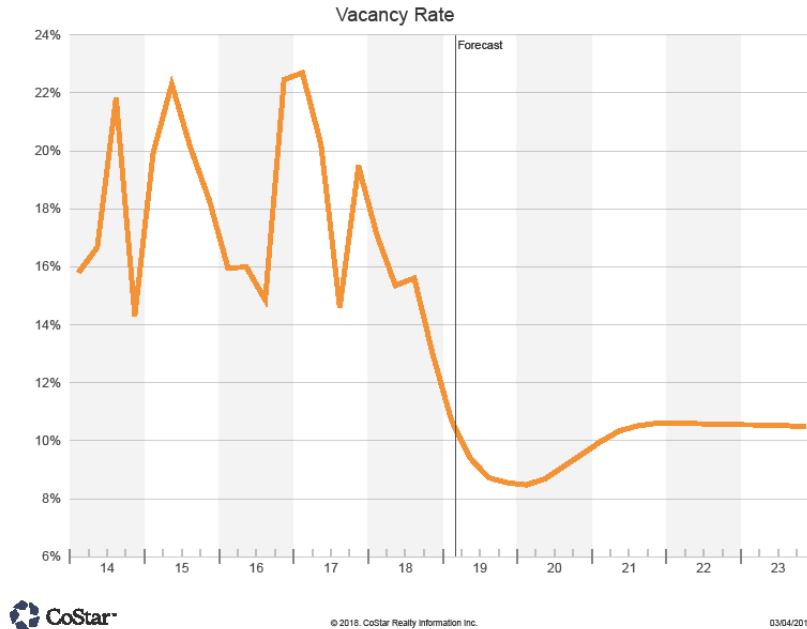
*** 18%+ of apartment households do not have a motor vehicle.

Source: NMHC tabulations of 2017 American Community Survey, 1-Year Estimates. **Updated 10/2018**

Notes: NMHC tabulations of 2013 American Housing Survey. Updated 10/2016

<https://www.nmhc.org/research-insight/quick-facts-figures/quick-facts-resident-demographics/>

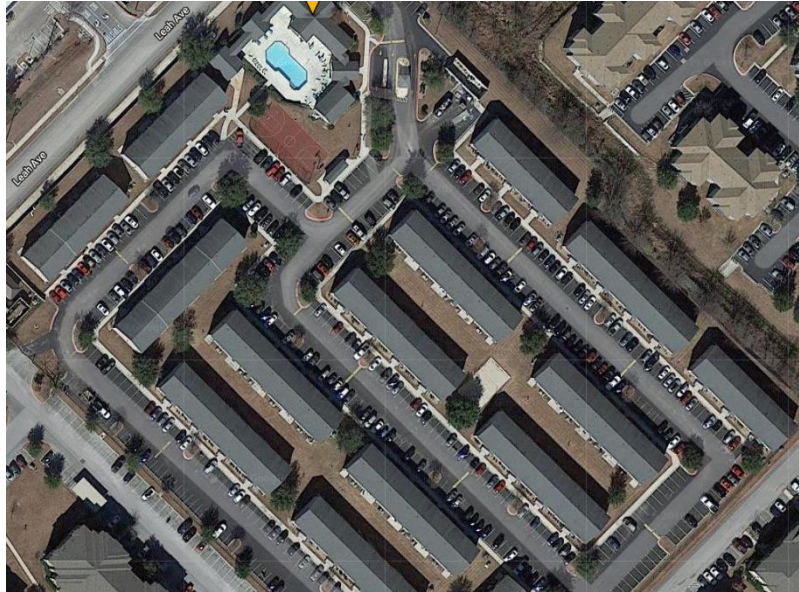
36 Comparable* Apartment Locations



Average vacancy rate over the last five years = **18.5%**
 Projected vacancy rate over the next five years = **10.5%**

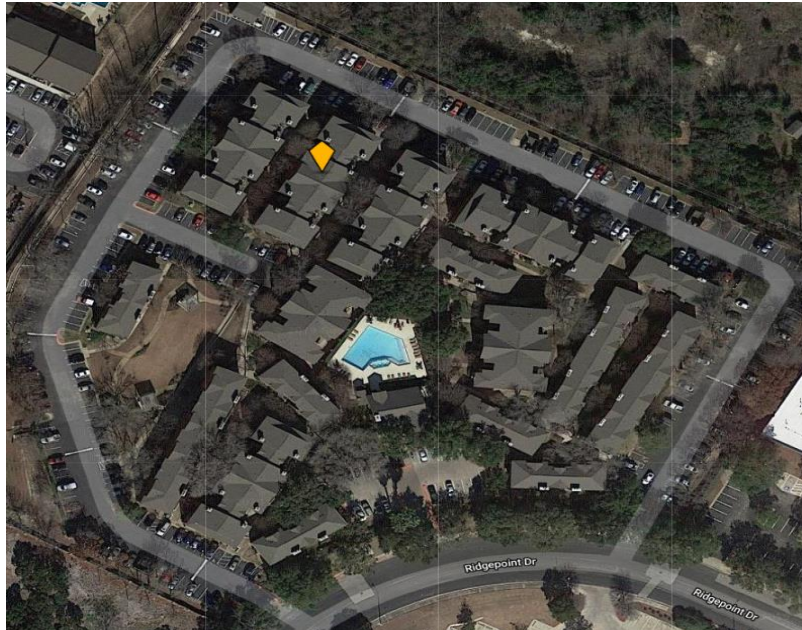
*Apartments.com uses online tenant behavioral analytics to chose comparable properties. Their comparable set shows a 11.9% vacancy rate for projects similar to The Emerald. We will use a 10% assumption based on this and other comparable sets found in the appendix.

PARKING RATIO OF 2.0



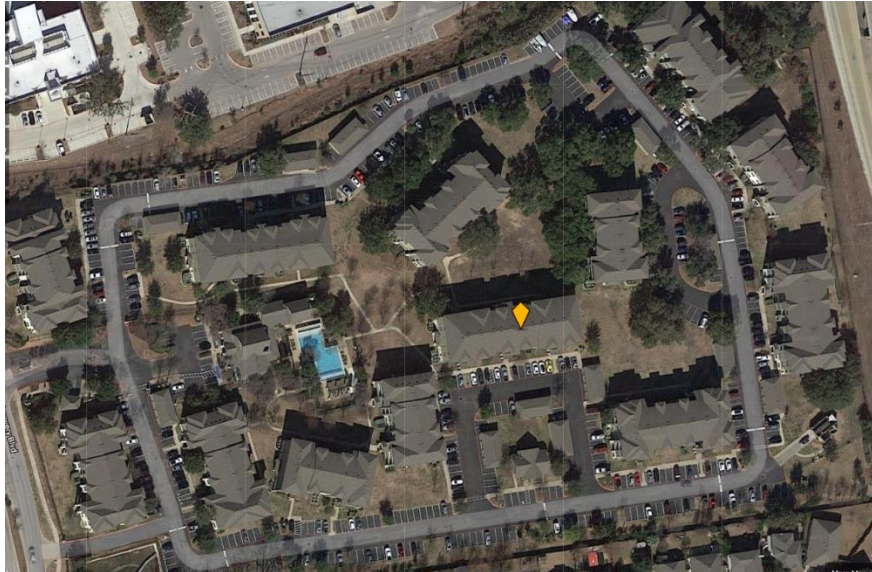
This apartment location has a Parking Ratio of 2.0 parking spaces per unit. This is what the Manor City parking code looks like now.

PARKING RATIO OF 1.46



This is 228 units and 332 parking spaces. This is a 1.46 *Parking Ratio*. This is what you are protecting Manor residents from. Too crowded with too little parking.

PARKING RATIO OF 1.72



This project is parked at 1.72 with extra spaces however, it is inelegantly laid out with amenities too distant from residents.

PROPOSED INTERIORS



- 9' ceiling height
- Granite Countertops
- Stainless Steel Appliances
- Ground Floor fenced yards
- Designer fixtures and hardware
- Smart Home technology

PROPOSED COMMON AREA AMENITIES



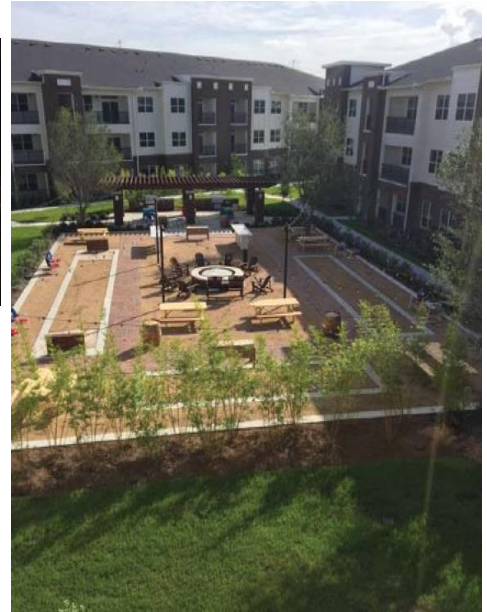
- Premium Clubhouse
- Movie/Media room & Arcade
- Spacious Fitness Center
- Pool table/Shuffleboard
- 24hr Amazon Lockers
- Dedicated Business Center

PROPOSED POOL



- Resort Style Pool
- Outdoor Kitchen
- Custom Feature Set
- Upgrades Shallows/Lounge Area

PROPOSED BEER GARDEN



- Fire Pit (on timer)
- Bocce/Cornhole/Horseshoe
- Hammock Garden
- Outdoor Speakers
- Propane Outdoor Kitchen/Grills
- Covered Outdoor Lounge Area

The Emerald @ Manor



Aerial image of a similar project from same design and construction team

The Emerald @ Manor



Date : 2019.02.14

PROJECT #: 18-072

CONCEPTUAL DESIGN - Mood Board

The Emerald @ Manor *Manor, Texas*

Steinberg
Dickey



Collaborative LLP



1 OF 2



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: April 17, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the acceptance of the March 2019 Departmental Reports.

BACKGROUND/SUMMARY:

- Police – Ryan Phipps, Chief of Police
- Development Services – Scott Dunlop, Assistant Dev. Services Director
- Municipal Court – Sarah Friberg, Court Clerk
- Public Works – Mike Tuley, Director of Public Works
- Finance – Lydia Collins, Director of Finance

PRESENTATION: ☐ YES ☒ NO

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

March 2019 Departmental Reports

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve and accept the March 2019 Departmental Reports.

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



Manor Police Department

Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting:

4/17/2019

March 2019

Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	1762	1625	7.7↑	Patrol Car Rental
Average CFS per day	56.8	52.4	8.39↑	Last Month \$323
Open Cases	15	22	31.8↓	YTD \$7,758
Charges Filed	45	76	40.7↓	
Alarm Responses	47	41	14.6↑	
Drug Cases	13	25	48↓	
Family Violence	17	7	142.8↑	
Arrests FEL/MISD	10Fel/35 Misd	27Fel/49 Misd	62.9↓Fel/28.5↓Misd	
Animal Control	32	25	28↑	
Traffic Accidents	47	46	2.1↑	
Impounds	90	DNA	DNA	
DWI Arrests	9	15	40↓	
Traffic Violations	611	767	20.3↓	
Ordinance Violations	36	29	24.1↑	
Victim cases	31	DNA	DNA	
Total Victims served	36	DNA	DNA	
Seizures	DNA	DNA	DNA	
Laboratory Submissions	3	15	80↓	

Notes:

*DNA- DATA NOT AVAILABLE

**DEVELOPMENT SERVICES DEPARTMENT REPORT
PROJECT VALUATION AND FEE REPORT**

March 1-31, 2019

Description	Projects	Valuation	Fees	Detail
Commercial Electrical	2	\$10,000.00	\$497.00	
Commercial Sign	2	\$10,990.00	\$247.00	
Commercial Plumbing	1	\$500.00	\$172.00	
Commercial Tenant Finish Out	1	\$49,000.00	\$624.70	Woodforest Bank
Residential Electric	3	\$46,243.00	\$321.00	
Residential Irrigation	25	\$60,650.00	\$2,675.00	
Residential Accessory	2	\$13,059.28	\$189.00	
Residential Foundation	1	\$6,800.00	\$97.00	
Residential New	15	\$4,502,741.05	\$80,949.80	
Residential Plumbing	13	\$63,998.00	\$1,319.00	
Totals	65	\$4,763,981.33	\$87,091.50	

Total Certificate of Occupancies Issued: 36

Total Inspections(Comm & Res): 1,139

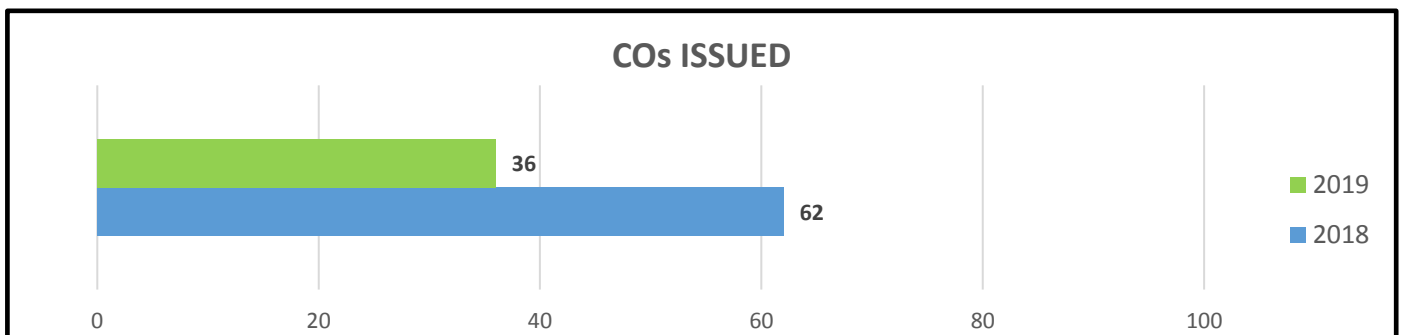
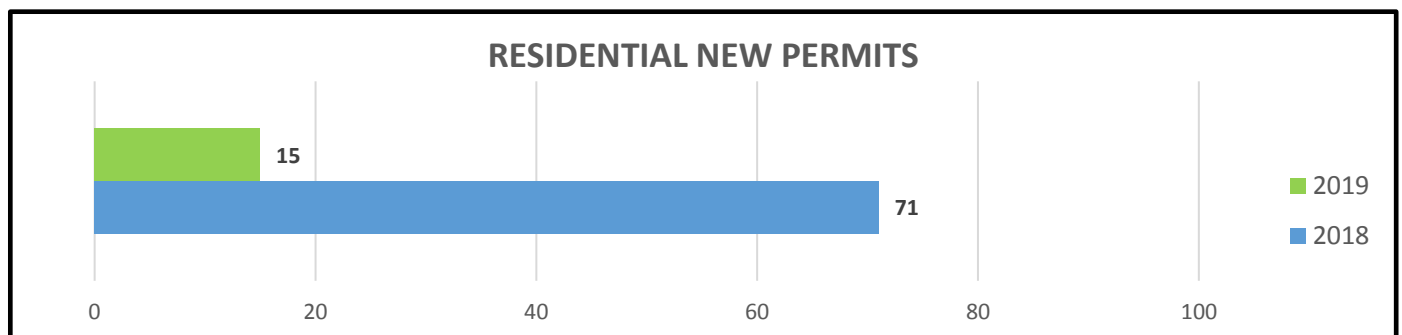
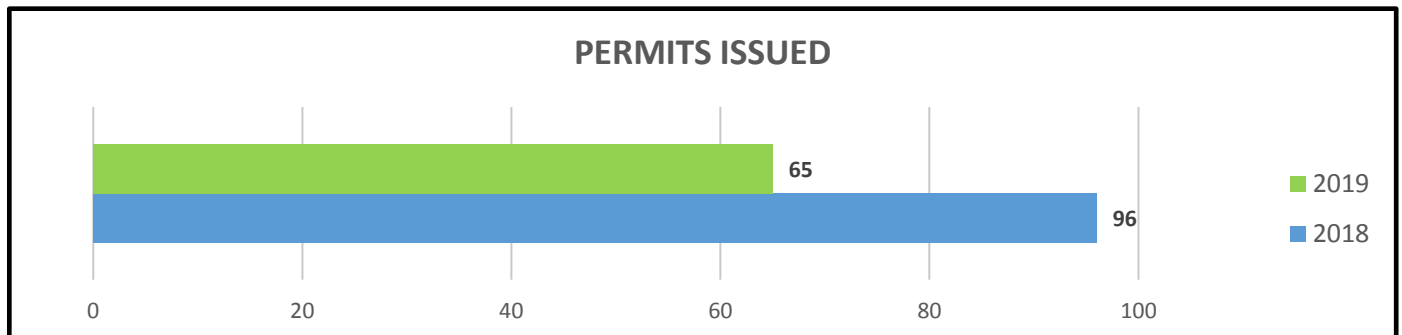
Tom Bolt, City Manager





March 2019

DEPARTMENT OF DEVELOPMENT SERVICES
THOMAS BOLT, DIRECTOR

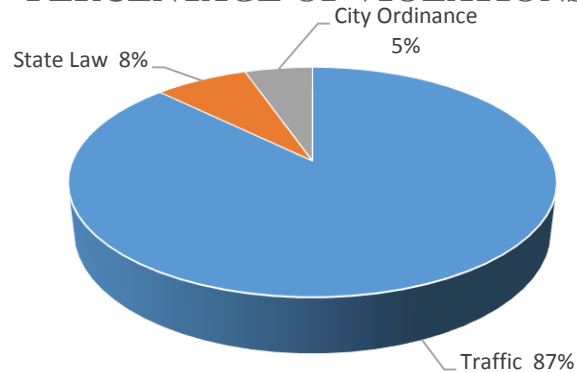


City of Manor Municipal Court

MARCH 2019

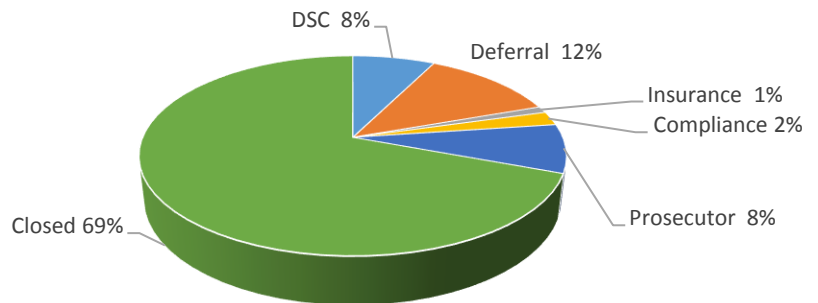
Violations Filed	Mar-19	Mar-18
Traffic	391	440
State Law	33	89
City Ord.	24	15
Total	448	544

PERCENTAGE OF VIOLATIONS



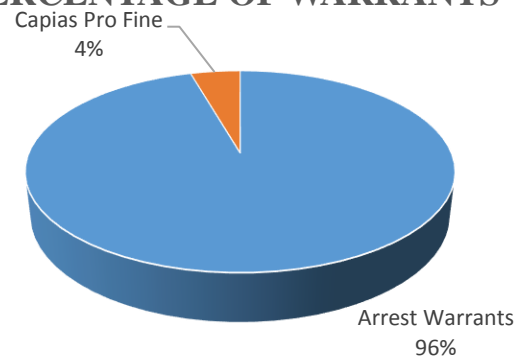
Dismissals	Mar-19	Mar-18
DSC	50	21
Deferral	82	83
Insurance	7	7
Compliance	15	10
Prosecutor	53	48
Closed	467	368
Total	674	537

PERCENTAGE OF DISMISSALS



Warrants	Mar-19	Mar-18
Arrest Warrants	365	374
Capias Pro Fine	17	18
Total	382	392

PERCENTAGE OF WARRANTS



Money Collected in March 2019

Kept By City	\$57,100.23
Kept By State	\$29,372.21
Total	\$86,472.44

Money Collected in March 2018

Kept By City	\$53,366.71
Kept By State	\$22,996.78
Total	\$76,363.49



MEMO

To: Mayor and City Council Members

From: Mike Tuley, Director of Public

Date: April 17, 2019

RE: **March Monthly Report**

Public Works Department

Street and Public, Parks, and Maintenance Department

In the month of March, the Public Parks and Maintenance Department mowed all city facilities, alleys, and right of ways. They cleaned and maintained all city's facilities and parks. They performed all maintenance on city vehicles and heavy equipment. In March, the Street Department repaired streets, curbs and signs.

Water and Wastewater Department

In March, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters and tested the water daily. In March, the Wastewater Department performed daily maintenance on the wastewater plant. They cleaned and unstopped wastewater mains.

Water Production & Purchase

In the month of March 56% of the water we supplied to our residents was from our wells, and we purchased 34% from EPCOR and Manville WSC. In March, the estimated population of residents in the City of Manor is 12,458. Estimated population for ShadowGlen is 3,393 residents.

Subdivision Inspections

- Street Inspections- 5
- Water Inspections- 6
- Wastewater Inspections- 5

Streets and Parks Monthly Report March 2019

Daily Duties and Projects 3/1/2019-3/31/2019

- **3/1/2019-** Spring is approaching fast and not much time before the weekly mowing schedule begins. Cleaning heavily wooded areas that collect trash and debris is on the top of the list. An area behind thermal mechanical that was filled with debris and unwanted vegetation is finally behind us. 120 yards of debris/trash was hauled off and the area looks great. We have received great compliments from citizens that neighbor the property.
- **3/4/2019-** The public works building is located at 547 Llano street. It is a bit away from the public view but will always have a priority to keep the entire property and facility neat and clean. Staff ensured all roof areas were leak free and windows were sealed properly. Old A/C units were removed, and holes were patched where they previously were mounted.
- **3/6/2019-** Easter is approaching fast so preparing around this time is pretty normal. The city mechanic is a jack of all trades. The mechanic is working on 2 life size bunnies and 6/3' Easter eggs. These decorations will be spread out throughout the park for great picture opportunities.
- **3/7/2019-** The streets department was asked to come up with a solution on a confusing intersection. The intersection was in Presidential Heights Phase 1. The street sign only stated the cul-de-sac to the north but not the street that ran south. Another pole was installed on the south side of the intersection with the appropriate signage. The fire department was informed and will now reach their destination with no confusion.
- **3/7/2019-** Bell Farms Park drainage swell has had washout issues for some time. After getting a hold of the right bull rock, 24 yards of rock were installed inside vulnerable areas to avoid any more soil erosion.
- **3/8/2019-** As you all know the park at Manor Commons will be under city maintenance before we all know it. The contractor obtained a machine that would get rid of brush, dead trees, and unwanted vegetation as long as the city would mark what needed to come down. Park staff spent the entire day marking areas that needed to be cleaned. The joint effort paid off and the park looks amazing.
- **3/11/2019-** In areas where trees and brush are removed, voids in the ground are filled with chocolate loam. On this day 22 yards of loam was used to level out all areas to ensure mowers will be able to maintain the area. This area is located behind thermal mechanical.
- **3/14/2019-** Headwalls were installed in downtown on the west side during a recent drainage project. Keeping vehicles away from the headwalls have been a challenge. This is the second headwall that has been damaged and had to be removed. The asphalt is cut back, and new asphalt is put back in place to create a smooth transition.

- **3/15/2019-** This day was extremely busy for construction inspections at all sites. Once the city walks all sites and approves, contractors will get the go to proceed.
- **3/18/2019-** Crack sealing cracks in roads are one of the most important maintenance items on the street division. Catching the hairline cracks before they separate is very important. Typically, roads that are still in decent shape get the crack seal treatment. Roads that are too far gone will just need to be completely torn out and have new asphalt laid.
- **3/20/2019-** The park in Manor Commons will have irrigation around the pavilion and other high traffic areas. Watering other open areas beyond the main traffic areas will be left up to the city. The city took advantage while the trenches were open to install additional wires and extra mainlines. This will allow us to keep more of the park land irrigated and pristine.
- **3/21/2019-** The day has finally arrived, the asphalt paver the city has purchased, has finally hit the ground. I really feel this will change the future for our streets here in Manor in minimal time.
- **3/25/2019-** First day to use our new paver. We have chosen an area 30' long by 12' wide. That will require 5 tons of asphalt. This area is located in Wild Horse Creek on Murchison St. The asphalt had cracked severely and left an unpleasant transition that could cause damage vehicles if traveling the speed limit. For the first time using the paver, the area came out better than any street job the city has completed, and we are so excited for the next street project.
- **3/27/2019-** Hopefully everyone has noticed how great the bluebonnets have come up around town. A little over a year ago, the city started laying down seed in designated areas. All wildflower/bluebonnet areas have a custom sign made that says, "DO NOT MOW" Wildflower and Natural Habitat in Progress. This will inform people to take care of these areas seeing they are great photo opportunity areas for the citizens.
- **3/29/2019-** The downtown drainage project has helped significantly on routing the water where it needs to go and in a hurry. Some of the new drain pipes that ran under driveways have caused the soil above to settle more than we would like. The city is keeping an eye on driveways to ensure they are raised back to grade if this continues to occur.

Certifications and Classes

Having a chemical license to spray for unwanted vegetation is key for every department. Starting in June of 2020, TDA will no longer allow anyone to spray under another license. As of right now, as long as a supervisor affidavit is signed, anyone can spray under the license holder. This is the reason 1 employee from each division is being sent to chemical training. Testing will be on April 16th, so wish them luck.

Inspections/Warranties /New subdivision Walkthroughs and Pre-con meetings

Presidential Heights Phase 3&4- Phase 3 have quite a few homes being built and will continue until complete. Phase 4 has all roads paved and utilities in. Phase 4 has passed all inspection walk throughs and will begin on houses shortly.

Stonewater North Phase 1 & 3- All roads are paved and have been inspected in phase 1. Homes will begin in the following weeks once all grounds are stabilized. Phase 3 has begun installing the road base. Testing for densities are being done on the roads for the proper compaction.

Presidential Glen Phase 7- Phase 7 has been busy on building multiple homes. For the next few months phase 7 will concentrate on finishing all houses. Phase 7 is nearing completion on all homes.

Lagos Phase 1- Houses are going up extremely fast and will be done before we all know it. Inspections are done weekly to ensure all contractors are keeping the subdivision clean and safe.

Manor Commons- Manor Commons is nearing the end of construction for all park trails, playground, and pavilion areas. The pavilion has been painted, the playground structures are in, and all trails are complete. Asphalt was laid down at the end of March so it is becoming obvious what the area will look like. The park will be 18 acres and over 1 mile of concrete trail.

Water Monthly Report March 2019

For the month of March, the Water Department had 54 service calls, 4 repair jobs, 7 maintenance jobs, 6 inspections, and flushed all dead-end mains.

Service calls include: Low water pressure calls, meter leaks, line locates, brown water calls, disconnect water services, and connect water services.

Repairs:

City Yard- repaired 3/4 ball valve on water service to dog kennel by JT,TM 3-8-19.

Lexington and Browning - repair 3/4 service line by FZ 3-12-19.

Hwy 290 and ShadowGlen Blvd southside of Hwy 290 - repaired a 1" service line break by FZ,CD,TM 3-18-19.

547 Llano St. - repaired a 1" water service by FZ,RM,DD,AM 3-19-19.

Maintenance:

Clearwell - changed bottle number 1 - 150 lbs. cl2 by RM,TM 3-5-19.

Hwy 290 to ShadowGlen Elevated Tower - locate utilities on east side of Greg Lane for Hwy 290 to ShadowGlen elevated tower. Marked water lines with blue paint and flags by FZ,CD 3-5-19.

510 East Wheeler- took Bac T sample and dropped off at Aqua Tech Lab - sample came back good by RM 3-5-19.

Lexington and Browning NE corner- called 811 for locates so we can make repairs on water service line by FZ 2-7-19.

Aqua Tech Lab- took first set of 5 Bac T samples and dropped off at lab came back good by RM 3-6-19.

Hwy 290 and Bois D 'Arc- locate water main with blue flags and paint by FZ,CD 3-12-19.

Aqua Tech Lab- took second set of 5 Bac T samples and dropped off at lab by RM 3-19-19.

Inspections:

Manor Commons Ring Road- check punch list items all have been completed by JT,CD 3-8-19.

Tower Road - water main by Sky Blue Utilities by JT,RM 3-11-19 to 3-15-19.

Blake Manor and FM 973 - bore and cutting in T and Valve by Sky Blue Utilities by JT 3-14-19 to 3-15-19.

Blake Manor and FM 973 headed East on Brenham -water main by Sky Blue Utilities by JT 3-18-19 to 3-22-19.

Village at Manor Commons - raising of castings by Lowden Construction by RM 3-19-19.

12500 ShadowGlen trace Flow test on Friday at 10:30 am by JT,RM 3-22-19.

Wastewater Monthly Report March 2019

For the month of March, the Wastewater Department had 2 service calls, 7 repair jobs, 9 maintenance jobs and 5 inspections.

Service Calls

11606 Murchison- sewer clog - hydro jet city side main and cleared by FZ 3-18-19.

103 West Brenham - sewer clog - jetted city side main and cleared notified customer by RM 3-25-19.

Repairs

12120 Athens - made repairs wastewater service line where customer side meets city side and installed new clean out by FZ,CD,TM 3-7-19.

203 West Parsons - installed clean out on property line by FZ,CD,AM 3-25-19.

703 N. Caldwell St. - replaced broken clean out cap and lid by FZ,CD,DD 3-26-19.

107 Boyce St. -replaced broken clean out cap and lid by FZ,CD,DD 3-26-19.

207 West Browning Empty Lot -replaced broken clean out cap and lid by FZ,CD,DD 3-26-19.

900 North Caldwell -replaced broken clean out cap and lid by FZ,CD,DD 3-26-19.

709 North Lexington -replaced broken clean out cap and lid by FZ,CD,DD 3-26-19.

Maintenance

Presidential Glen Lift Station Generator- replaced Battery by FZ 3-4-19.

Bell Farms Lift Station - changed out 300-gallon tote of hydrogen peroxide by FZ,CD 3-4-19.

Hwy 290 to ShadowGlen Elevated Tower - locate utilities on east side of Greg Lane for Hwy 290 to ShadowGlen elevated tower marked wastewater lines with green paint and flags by FZ,CD 3-5-19.

12120 Athens - called for line locates so we can make repairs wastewater service line where customer side meets city side by FZ,CD 3-5-19.

Brenntag - for Creekside Lift Station - ordered 300-gallon tote of Hydrogen peroxide for Lift Station by JT 2-7-19.

Brenntag- ordered 2 totes of Alum for wastewater treatment plant by JT 3-12-19 delivered on 3-13-19 by JT.

Constellation Dr. between Maxa Dr. and Canopy- hydro jet main for maintenance by FZ,CD 3-14-19.

San Marcos St between Browning and Townes -hydro jet main for maintenance by FZ,CD 3-14-19.

Brenntag -ordered 6 bottles of 150 lb. cl2 bottles for WWTP by JT 3-19-19.

Inspections

Commons at Manor Village - vacuumed test manholes and pressure test main - wastewater extension by Allied Underground Construction by JT,CD 3-8-19.

Manor Commons Ring Road- check punch list items all have been completed by JT,CD 3-8-19.

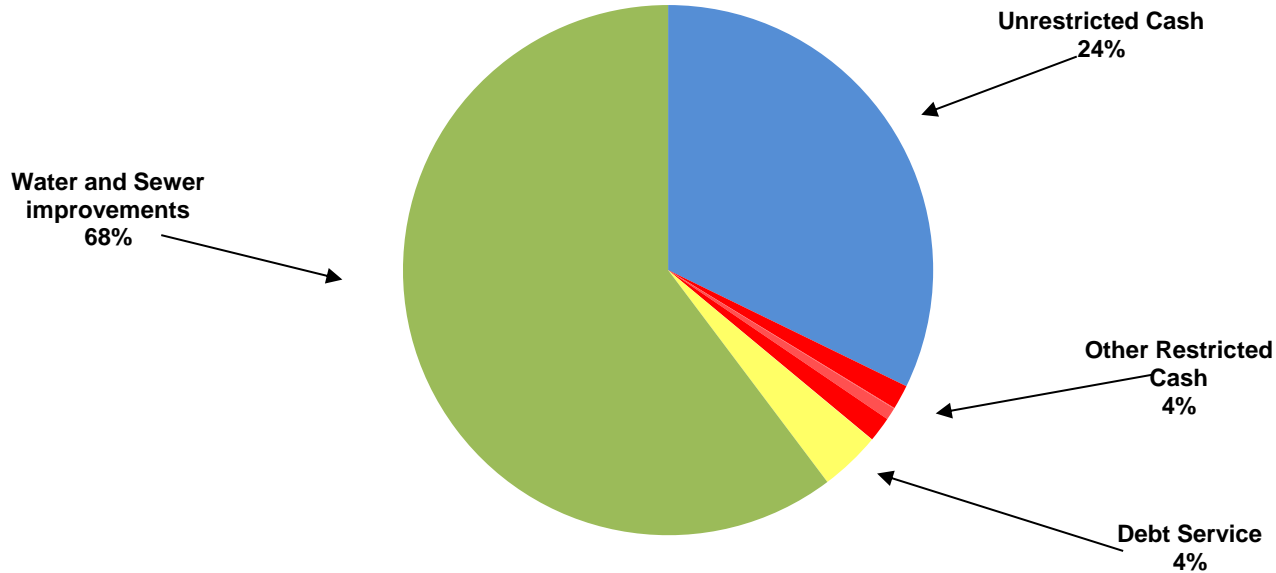
Stonewater North Phase 3 - pulled mandrels -passed by RM 3-11-19.

Tower road and Stonewater Subdivision Entrance - bore pit and water main along Tower road by JT,RM 3-11-19 thru 3-15-19.

Murray to Bastrop and from Lexington street to End of west end of town - smoke tested mains by JT,FZ and wastewater transport 3-20-19 Thursday 3-21-19.

**CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
As Of March, 2019**

CASH AND INVESTMENTS	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
Unrestricted:						
Cash for operations	\$ 5,608,340	\$ 6,744,480			\$ -	\$ 12,352,820
Restricted:						
Tourism				574,053		574,053
Court security and technology	14,964					14,964
Rose Hill PID				286,535		286,535
Customer Deposits		586,090				586,090
Park	8,730					8,730
Debt service			1,414,333			1,414,333
Capital Projects						
Water and sewer improvements		15,623,809		7,482,496		23,106,305
TOTAL CASH AND INVESTMENTS	\$ 5,632,033	\$ 22,954,380	\$ 1,414,333	\$ 8,343,085	\$ -	\$ 38,343,831



Overview of funds:

\$ 80,858.82 sales tax collected
 GF is in a favorable status.
 UF is in a favorable status
 DSF is in a favorable status
 CIP Fund is in a favorable status



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: April 17, 2019

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a partial release and termination of a public utility easement.

BACKGROUND/SUMMARY:

This easement was granted when the Stonewater lift station and force main were constructed. Now that Stonewater North is being constructed on the property a platted lot will be conveyed to the city where the lift station is and a portion of the force main will be relocated under a street, which will be public ROW and therefore not require a dedicated easement, so portions of the existing easement can be vacated.

At the March 6 meeting the portion of the easement in Stonewater North Section 2 was vacated. This easement vacation is for the area in Stonewater North Section 3.

PRESENTATION: ☐ YES ☒ NO

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

Partial release and termination of a PUE.

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a partial release and termination of a public utility easement.

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

PARTIAL RELEASE AND TERMINATION OF
PUBLIC UTILITY EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

WHEREAS, by instrument recorded under Document No. 2004035760 (the “Instrument”) in the Official Records of Travis County Deed Records, The Park at Hawk Hollow, L.P. conveyed a public utility easement (“Easement”) over and across that certain real property, more particularly described on Exhibit “A” attached to the Instrument (the “Property”), to the City of Manor, Texas (the "City"); and

WHEREAS, the City of Manor (the “City”) has determined that a portion of the Easement is no longer necessary as it relates to a portion of the Property; and

WHEREAS, the City desires to terminate and grant a partial release of the Easement over the property more particularly described in Exhibit No. 1 (the “Released Property”);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the benefit of all present and future owners of the Released Property, the City has **RELEASED AND TERMINATED** and, by these presents, does **RELEASE AND TERMINATE** the Easement as to the Released Property only. By execution hereof, the City confirms and acknowledges the Easement will be of no further force or effect as to the Released Property only. The Easement on the Property, save and except the Released Property, shall remain in full force and effect.

EXECUTED TO BE EFFECTIVE the ____ day of _____, 2019.

ATTEST:

THE CITY OF MANOR, TEXAS

City Secretary

Mayor/City Manager

THE 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 _____, _____ of the City of Manor, 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 _____, 2019.

[Seal]

Notary Public in and for the State of Texas

My Commission Expires: _____

After Recording Return to:
City of Manor
Attn: City Secretary
105 E. Eggleston Street
Manor, Texas 78653



Land Surveyors, Inc.

8333 Cross Park Drive

Austin, Texas 78754

Office: 512.374.9722

Fax: 512.873-9743

METES AND BOUNDS DESCRIPTION

BEING 1.062 ACRES OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A 6.36 ACRE PUBLIC UTILITY EASEMENT OF RECORD IN DOC. NO. 2004035760 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID EASEMENT AFFECTING A 69.21 ACRE TRACT OF LAND CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P. BY INSTRUMENT OF RECORD IN DOC. NO. 2015058068 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING calculated point in the northerly line of said 6.36 acre public utility easement, from which a 1/2" rebar found for an angle point in the east line of said 69.21 acre tract and the west line of a 11.487 acre tract of land conveyed to Josh Gonzalez Benitez by instrument of record in Doc. No. 2005178512 of the Official Public Records of Travis County, Texas, bears North 30°10'20" East a distance of 564.69 feet [Point of Beginning Coordinates: Northing=10,110,821.33; Easting= 3,184,443.10];

THENCE South 27°38'05" West, crossing through the 69.21 acre tract and crossing through the 6.36 acre public utility easement, a distance of 25.00 feet to a calculated point in the southerly line of the 6.36 acre public utility easement;

THENCE continuing through the 69.21 acre tract and along the southerly lines of the 6.36 acre public utility easement the following three (3) courses:

1. North 62°26'53" West a distance of 605.63 feet (record - North 60°00'00" West a distance of 604.12 feet) to a calculated point;
2. North 27°33'07" East a distance of 275.00 feet (record - North 30°00'00" East a distance of 275.00 feet) to a calculated point;
3. North 62°26'53" West (record - North 60°00'00" West) a distance of 180.06 feet to a calculated point;

THENCE North 27°33'07" East, continuing through the 69.21 acre tract and crossing through the 6.36 acre public utility easement, a distance of 217.55 feet to a calculated point in the northerly line of the 6.36 acre public utility easement;

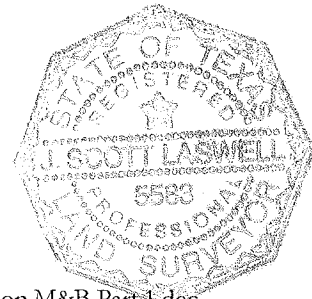
THENCE continuing through the 69.21 acre tract and along the northerly lines of the 6.36 acre public utility easement the following three (3) courses:

1. South 19°15'02" East (record - South 16°48'09" East) a distance of 281.29 feet to a calculated point
2. South 27°33'07" West a distance of 275.00 feet (record - South 30°00'00" West a distance of 275.00 feet) to a calculated point;
3. South 62°26'53" East (record - South 60°00'00" East) a distance of 580.67 feet to the POINT OF BEGINNING.

This parcel contains 1.062 acres of land, more or less, out of the Greenbury Gates Survey No. 63, in Travis County, Texas.

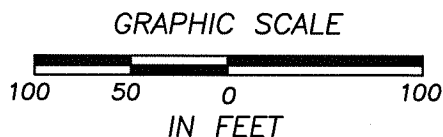
Bearing Basis: Texas State Plane Coordinate System, Central Zone (4203), NAD 83/96 CORS.

J. Scott Laswell 9/5/18
J. Scott Laswell Date
Registered Professional Land Surveyor
State of Texas No. 5583



File: S:\Projects\Stonewater\Docs\Field Notes\Stonewater North Partial PUE Vacation M&B Part 1.doc
Drawing: S:\Projects\Stonewater\Dwg\Stonewater North Partial PUE Vacation Part 1.dwg

JOHNSON ROAD (R.O.W. VARIES)



69.21 ACRES
CONTINENTAL HOMES OF TEXAS, L.P.
DOC. NO. 2015058068
O.P.R.T.C.T.

GREENBURY GATES SURVEY NO. 63

POINT OF
BEGINNING

N: 10,110,821.33
E: 3,184,443.10

(S 60°00'00" E)
S 62°26'53" E 580.67'

1.062 ACRES

N 62°26'53" W 605.63'
(N 60°00'00" W 604.12')

69.21 ACRES
CONTINENTAL HOMES OF TEXAS, L.P.
DOC. NO. 2015058068
O.P.R.T.C.T.

6.36 ACRES
PUBLIC UTILITY EASEMENT
RH-MANOR LTD.
TRAVIS COUNTY
DOC. NO. 2004035760
O.P.R.T.C.T.

6.36 ACRES
PUBLIC UTILITY EASEMENT
RH-MANOR LTD.
TRAVIS COUNTY
DOC. NO. 2004035760
O.P.R.T.C.T.

11.487 ACRES
JOSH GONZALEZ BENITEZ
DOC. NO. 2005178512
O.P.R.T.C.T.

SKETCH TO ACCOMPANY FIELD NOTES OF 1.062 ACRES OUT OF THE GREENBURY GATES SURVEY NO. 63 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A 6.36 ACRE PUBLIC UTILITY EASEMENT OF RECORD IN DOC. NO. 2004034760 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID EASEMENT AFFECTING A 69.21 ACRE TRACT OF LAND CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P. BY INSTRUMENT OF RECORD IN DOC. NO. 2015058068 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

BASELINE LAND SURVEYORS, INC.

PROFESSIONAL LAND SURVEYING SERVICES

8000 ANDERSON SQUARE ROAD, SUITE 101, AUSTIN, TEXAS 78754

OFFICE: 512.374.9722

Firm Registration Certificate #10015100

scott@baselineandsurveyors.net

File: \Projects\Stonewater North\Drawg\Partial PUE Vacation Part 1.dwg

Job No.

Layer State:

Scale (Hor.):

1"=100'

Scale (Vert.):

Date: 09/05/18

Checked By: RLW

Drawn By: JSL

SHEET

03 of 04

JOHNSON ROAD (R.O.W. VARIES)

J

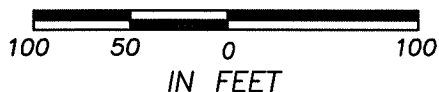
69.21 ACRES
CONTINENTAL HOMES OF TEXAS, L.P.
DOC. NO. 2015058068
O.P.R.T.C.T.

6.36 ACRES
PUBLIC UTILITY EASEMENT
RH-MANOR LTD.
TRAVIS COUNTY
DOC. NO. 2004035760
O.P.R.T.C.T.

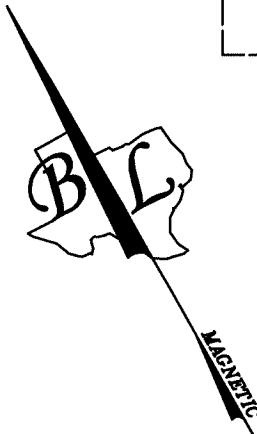
6.36 ACRES
PUBLIC UTILITY EASEMENT
RH-MANOR LTD.
TRAVIS COUNTY
DOC. NO. 2004035760
O.P.R.T.C.T.

1.062 ACRES

GRAPHIC SCALE



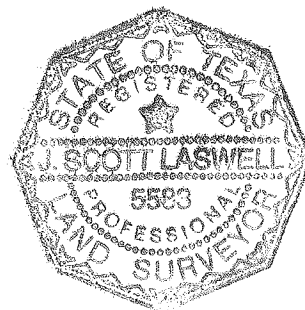
69.21 ACRES
CONTINENTAL HOMES OF TEXAS, L.P.
DOC. NO. 2015058068
O.P.R.T.C.T.



LEGEND

- 1/2" REBAR FOUND, UNLESS OTHERWISE NOTED
- 1/2" REBAR SET WITH PLASTIC CAP
WHICH READS "BASELINE INC"
- △ CALCULATED POINT
- R.O.W. RIGHT OF WAY
- () RECORD INFO. PER DOC. NO. 2004035760, O.P.R.T.C.T.
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 27°38'05" W	25.00'



SKETCH TO ACCOMPANY FIELD NOTES OF 1.062 ACRES OUT OF THE GREENBURY GATES SURVEY NO. 63 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A 6.36 ACRE PUBLIC UTILITY EASEMENT OF RECORD IN DOC. NO. 2004034760 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID EASEMENT AFFECTING A 69.21 ACRE TRACT OF LAND CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P. BY INSTRUMENT OF RECORD IN DOC. NO. 2015058068 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

BASELINE LAND SURVEYORS, INC.

PROFESSIONAL LAND SURVEYING SERVICES
8000 ANDERSON SQUARE ROAD, SUITE 101, AUSTIN, TEXAS 78754
OFFICE: 512.374.9722
Firm Registration Certificate #10015100
scott@baselinelandsurveyors.net

File: \Projects\Stonewater North\Draw\Partial PUE Vacation Part 1.dwg		
Job No.	Layer State:	
Scale (Hor.):	1"=100'	Scale (Vert.):
Date: 09/05/18	Checked By: RLW	Drawn By: JSL

SHEET
04 of 04

MATCHLINE
SHEET 3
SHEET 4



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: April 17, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on selecting an appraiser for the Lagos Public Improvement District (PID).

BACKGROUND/SUMMARY:

The City adopted a PID policy in February 2018 whereby the City, with input by the Developer, selects a PID appraiser when a PID is created. The City Council approved the creation of the Lagos PID in March 2019. In anticipation that PID bonds may be issued in June of this year, City staff compiled a list of appraisers and makes the recommendation that Flato Realty Advisors, LLC be selected as the appraiser based on their experience in appraising PIDs.

PRESENTATION: ☐ YES ☒ NO

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

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the selection of Flato Realty Advisors, LLC as the appraiser for the Lagos PID and authorize the City Manager to enter and execute any agreements necessary for appraisal services regarding the Lagos PID.

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

**AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: April 17, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on selecting a trustee for the Lagos Public Improvement District (PID).

BACKGROUND/SUMMARY:

The City adopted a PID policy in February 2018 whereby the City selects a PID trustee when a PID is created. The City Council approved the creation of the Lagos PID in March 2019. In anticipation that PID bonds may be issued in June of this year, City staff received proposals from trustees and makes the recommendation that UMB be selected as the trustee based on their experience with PIDs.

PRESENTATION: ☐ YES ☒ NO

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

UMB Quote

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the selection of UMB as the trustee for the Lagos PID and authorize the City Manager to enter and execute any agreements necessary for trustee services regarding the Lagos PID.

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



April 8, 2019

Re: City of Manor
Special Assessment Revenue Bonds, Series 2019
(Lagos Public Improvement District)

I am pleased to present our fees to serve as Trustee, Registrar and Paying Agent for the City of Manor (Lagos Public Improvement District) transaction noted above. We appreciate the opportunity to work with you and the financing team.

UMB Corporate Trust & Escrow Services is a nationally ranked provider of bond trustee services to municipalities and corporations throughout Texas and the United States. As a super-regional bank with a National Association charter operating under the regional bank service model, UMB Corporate Trust has several important distinctions. A few of those distinctions are:

Service quality: Every issue is handled internally by extremely qualified trust officers under the regional bank single point of contact model. *All aspects of your account will be handled in our Austin, Texas office.* UMB's commitment to superior service and support has drawn industry-wide recognition. Our vision is "to consistently deliver to our clients an unparalleled client experience via the provision of the best corporate trust and escrow services available in any market place."

Stable and time tested: UMB has been a Midwest based financial institution for over 100 years. UMB provides banking services throughout the nation. Our focus is on rendering professional municipal and corporate trust services.

Experience: UMB has provided corporate trust services for over seventy years and our Relationship Managers have extensive experience in trust administration and the financial services industry. Seasoned, knowledgeable personnel have placed UMB in the forefront of trusts serviced. UMB holds over \$150 billion in assets under custody and ranks among the largest trust banks in the United States. Both nationally and in Texas, we have acted as trustee on many revenue bonds for state agency and conduit authorities, universities, cities, counties and special districts.

The revenue bond structures have been both tax-exempt and taxable, fixed rate and variable rate with super sinkers and interest swaps. Our staff has administered these transactions performing the usual trustee and paying agent functions as required under the bond documents.

Strength and stature: UMB's strength has consistently gained national recognition from investors, research and analysis groups. Year after year, UMB is among the industry leaders in terms of liquidity, capital strength and asset quality. For the fifth year in a row UMB has ranked in the top best banks, based on eight financial measures of asset quality, capital adequacy and profitability, according to studies by Forbes and SNL Financial.

UMB Corporate Trust and Escrow Services is also a nationally ranked and recognized provider of corporate trust services. We have been consistently ranked as the *3rd. largest provider nationally of municipal bond paying agency services*, in terms of transactions, over the last several years. UMB administers over \$70 billion in debt with over 6,500 debt and escrow transactions.

UMB's strength and financial foundation and administrative expertise provide the capacity to act as trustee for the size and type of bond issue being proposed.

Again, we greatly appreciate the opportunity to provide this proposal. If you have any questions regarding our proposal, please do not hesitate to contact me at 512-582-5851.

Sincerely,

Jose Gaytan
Vice President
Jose.gaytan@umb.com | umb.com



FEES AND EXPENSES

Fees for services are as follows:

Acceptance Fee:	\$1,500.00
------------------------	-------------------

A one-time fee payable at closing to cover the review of governing documents, communication with financing team, set-up of account records and customary duties and responsibilities relating to the closing.

Annual Administration Fee:	\$2,500.00
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Annual fee to cover the duties and responsibilities related to the administration of the transaction including the maintenance of account records on various systems, the monitoring of required compliance items, payment of debt services and all routine duties as contemplated by the governing documents.

Trustee Counsel Fee:	At Cost
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Fees and charges of counsel when UMB Bank utilizes the services of outside counsel to review the governing documents on behalf of the Trustee. A separate charge will apply in situations where a Trustee's Counsel legal opinion is required. Billed as incurred.

Out of Pocket Expenses:	At Cost
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Reimbursement of any expenses paid by the Trustee on behalf of the parties including, but not limited to, UCC filing fees, publication fees, post-closing legal fees and Out of Pocket expenses will be billed at cost.



Extraordinary Services/ Miscellaneous Fees:
--

The fees, charges and expenses specified herein are for the typical and customary services as Bond Registrar, Paying Agent and Refunding Escrow Agent. Fees for additional or extraordinary services not now part of the customary services provided, such as special services during defaults, additional government reporting requirements, or document amendments will be charged at the then current rates for such services. Extraordinary expenses, such as legal fees and travel expenses, shall be invoiced to the client based upon the actual out of pocket cost to the Trustee. UMB reserves the right to renegotiate its current fee schedule to correspond with changing economic conditions, inflation, and changing requirements relating to the day to day service delivery. Final acceptance of the appointment is subject to approval of authorized officers of UMB, N.A. and full review and execution of all documentation related hereto. Fees paid in advance are not subject to proration. Execution of the governing documents constitutes agreement to the fee schedule noted above.

CUSTOMER INFORMATION REQUIRED BY THE USA PATRIOT ACT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statement, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

ACKNOWLEDGEMENT:

Name: _____

Title: _____

Company: _____

Signature: _____

Date: _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: April 17, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a second amendment to the Manor Commons Amended and Restated Project and Incentive Agreement.

BACKGROUND/SUMMARY:

The City entered into the Manor Commons Amended and Restated Project and Incentive Agreement with the Developer on May 5, 2011. On October 17, 2018, the City Council approved the First Amendment to the Manor Commons Amended and Restated Project and Incentive Agreement to extend dates within the agreement and address the dedication of parkland and costs of parkland improvements. The developer is now requesting a second amendment to address maintenance of the parkland after the parkland dedication to the City.

PRESENTATION: ☐ YES ☒ NO

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

Agreement

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the Second Amendment to the Manor Commons Amended and Restated Project and authorize the Mayor to execute the second amendment agreement.

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

SECOND AMENDMENT TO THE MANOR COMMONS AMENDED AND RESTATED PROJECT AND INCENTIVE AGREEMENT

This **SECOND AMENDMENT TO THE MANOR COMMONS AMENDED AND RESTATED PROJECT AND INCENTIVE AGREEMENT** (the “Second Amendment”) is made and entered into by and between the **City of Manor, Texas**, a Texas municipal corporation (the “City”), and **Greenview Development Corp.**, a Texas corporation (the “Developer”). The City and the Developer are sometimes hereinafter collectively referred to as the “Parties”.

RECITALS

A. The City and the Developer are parties to that certain Manor Commons Amended and Restated Project and Incentive Agreement dated May 5, 2011, and that certain First Amendment to the Manor Commons Amended and Restated Project and Incentive Agreement dated October 17, 2018 (collectively, the “Manor Commons Agreement”).

B. The City and the Developer desire to amend the Manor Commons Agreement in certain respects including contribution amounts for the maintenance of parkland as well as to identify Developer’s rights and obligations through a license agreement, all to be effective and binding on the Developer.

C. The Manor Commons Agreement as further amended by the terms of this Second Amendment is referred to herein as the “Agreement”. All capitalized terms not otherwise defined in these recitals have the meanings given to them in the Manor Commons Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Subsection (e) of Section 4. of the Manor Commons Agreement is hereby deleted in its entirety and the following is substituted in place thereof:

“(e) Developer shall make a \$200,000 contribution to the City for the maintenance of the Parkland which shall be paid to the City in \$40,000 increments as follows:

- (i) within thirty (30) days after the conveyance of the Parkland to the City;
- (ii) on or within thirty (30) days after October 1, 2019;
- (iii) on or within thirty (30) days after October 1, 2020;
- (iv) on or within thirty (30) days after October 1, 2021; and
- (v) on or within thirty (30) days after October 1, 2022.

Once the final payment is made by the Developer to the City equaling the \$200,000 contribution provided above, the Developer will have no further financial obligation to the City for the maintenance of the Parkland. After the conveyance of the Parkland to the City, the City agrees to enter into a license agreement attached hereto and incorporated herein

for all purposes as Exhibit “A” (the “License Agreement”) with the Developer or its assigns whereby the Developer or its assigns shall have the right to enter, but not the obligation, to perform maintenance on the City owned Parkland, provided the City does not compensate the Developer or its assigns to do so, if the City is not reasonably maintaining the Parkland. The License Agreement shall allow Developer and/or its assigns the right to install additional improvements in the Parkland provided no additional improvements may be installed without the prior written consent of the City, such consent shall not be unreasonably withheld.”

2. The City Council of the City of Manor, Texas acting in its legislative capacity, hereby reiterates the determinations and findings set forth in the Manor Commons Agreement with reference to this Second Amendment, including all findings of fact and conclusions of law as are necessary to make each of such determinations and findings. In the event of any conflict between the terms of this Second Amendment and the Manor Commons Agreement, this Second Amendment shall prevail.

3. The foregoing Recitals are hereby incorporated by reference and made a part of the Agreement for all purposes. Any capitalized terms used in this Second Amendment unless expressly defined otherwise shall have the meanings given to them in the Manor Commons Agreement. Unless the context specifically indicates otherwise, any and all references to sections or other enumerated provisions made in this Second Amendment shall refer to such sections or provisions of the Manor Commons Agreement.

4. Except as set forth in this Second Amendment, the Manor Commons Agreement shall remain in full force and effect and unamended.

[Signatures on following page]

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed in multiple originals to be effective as of the _____ day of April, 2019.

CITY:
CITY OF MANOR, TEXAS,
a municipal corporation

By: _____
Rita G. Jonse, Mayor

ATTEST:

By: _____
Name: Lluvia Tijerina
Title: City Secretary

DEVELOPER:
GREENVIEW DEVELOPMENT CORP.,
a Texas corporation

By: _____
Barth Timmermann, President

Exhibit “A”
License Agreement
[attached]

LICENSE AGREEMENT

This License Agreement (the "Agreement") is made as of the date set forth below by and between the CITY OF MANOR, a home-rule municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the "City"), and the _____, a _____ (the "Licensee").

RECITALS:

A. The City and the Licensee are parties to that certain Manor Commons Amended and Restated Project and Incentive Agreement dated May 5, 2011, that certain First Amendment to the Manor Commons Amended and Restated Project and Incentive Agreement dated October 17, 2018, and that certain Second Amendment to the Manor Commons Amended and Restated Project and Incentive Agreement dated _____ (collectively, the "Manor Commons Agreement").

B. Pursuant to the terms of the Manor Commons Agreement, certain property owned by Licensee shall be or has been conveyed by Licensee to the City as public parkland (the "Parkland"), as more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

C. In accordance with the terms of the Manor Commons Agreement, the City shall reasonably maintain the Parkland and the City has agreed to grant to the Licensee or its assigns, a license to enter, but not the obligation, to perform maintenance on the Parkland, provided the City does not compensate the Licensee or its assigns to do so, if the City is not reasonably maintaining the Parkland, and subject to, the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises; in furtherance of the mutual benefits to be derived by the general public, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Licensee or its assigns agree as follows:

1. The Recitals set out above in this Agreement are hereby adopted in whole as if each were set out herein.

2. The City grants to Licensee or its assigns permission, but not the obligation, to maintain that certain Parkland more particularly described in Exhibit "A", which permission shall include the right to enter upon said Parkland and to perform such maintenance, as may be necessary, desirable or appropriate, provided the City does not compensate the Licensee or its assigns to do so; in addition, the City grants to Licensee and/or its assigns the right to install additional improvements in the Parkland provided no additional improvements may be installed without the prior written consent of the City, such consent shall not be unreasonably withheld (collectively, the "Licensed Property"). This Agreement is not intended to prevent Licensee or its assigns from entering and using the 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 and such improvements, without any express or implied warranties.

3. City and Licensee agree that reasonable maintenance of the Parkland by the City shall mean routine maintenance which includes keeping the area free of material amounts of debris and litter and keeping the Licensed Property mowed in accordance with the City's maintenance schedule for the City's properties such that grass and weeds do not exceed the height limits established by City ordinances.

4. Licensee agrees that all maintenance and installation of improvements 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.

5. No annual fee shall be due in connection with this Agreement.

6. 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 Manor Commons Agreement.

7. The Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$1,000,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of the Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and within the Licensed Property. Licensee shall be responsible for any deductibles stated in the policy. The amount of such coverage may be increased from time to time as may be deemed necessary and prudent by the City and the Licensee based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within thirty (30) days of the effective date of this Agreement and within thirty (30) days after the date of each renewal or replacement of such policy.

8. Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail. Notwithstanding the foregoing, in the event obtaining such provision for prior notice to the City is not reasonably available, Licensee agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of the insurance policy required to be obtained and maintained by the Licensee under the terms of this Agreement. Within ten (10) days after a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement certificate of insurance to the City. The City shall have the option to suspend Licensee's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

9. 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 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 the activities of the Licensee under this Agreement, including any acts or negligent omissions of the Licensee, and its agents, officers, directors, or employees, while in the exercise or performance of the rights or duties under this Agreement. This indemnification provision, however shall not apply to any claims, suits, demands, judgments, damage, costs, losses, or expenses (i) for which the City shall have been compensated by insurance provided for under Paragraph 7 above, or (ii) arising solely from the negligent 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."

10. Licensee shall be responsible for any and all damage to the Licensed Property caused as a result of acts or omissions by Licensee, its agents, officers, directors, or employees, unless such damage is as a result of acts or omissions by the City.

11. In the event that Licensee fails to 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, the City may pursue its remedies under Section 14. below. In the event that the City continuously fails to reasonably maintain the Parkland as provided in this Agreement, the Licensee shall give the City written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Upon receipt of the notice, the City shall schedule a meeting with the Licensee to determine a plan of action to remedy the failure complained of if it can reasonably be performed by the City.

City:

City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, Texas 78653

with a copy to:
The Knight Law Firm, LLP
Attn: Paige Saenz
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

Licensee:

with a copy to:

12. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to the Licensee, this Agreement is revocable by the City if Licensee fails to comply with the terms and conditions of this Agreement or otherwise fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein. The City may further terminate and revoke this Agreement if:

(a) Use of the Licensed Property becomes necessary for another public purpose;

(b) The improvements, or a portion of them, constitute a danger to the public which the City deems not to be remediable by alteration of such improvements after providing thirty (30) day written notice to Licensee of such determination by City; or

(c) Despite thirty (30) days written notice to Licensee, alteration necessary to alleviate a danger to the public has not been made.

13. This Agreement shall begin with the effective date set forth below and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless otherwise terminated.

14. The Licensee 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 of the City to obtain a writ of mandamus or an injunction, or seek specific performance against the Licensee to enforce the Licensee's obligations under this Agreement.

15. 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.

16. 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.

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

18. This Agreement and all of the covenants herein shall run with the land; 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.

19. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, the Licensee shall furnish to the City a copy of any such assignment or transfer of any of the Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

EXECUTED to be effective this the _____ day of _____, 20____.

THE CITY:

CITY OF MANOR

Rita G. Jonse, Mayor

ATTEST:

By: _____
Name: Lluvia Tijerina
Title: City Secretary

LICENSEE:

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 20____, by Rita G. Jonse, as Mayor of THE CITY OF MANOR, TEXAS, a home-rule municipality, on behalf of said City.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

City of Manor
Attn: City Secretary
105 E. Eggleston Street
Manor, Texas 78653

EXHIBIT “A”

[Description of Parkland – to be attached]



AGENDA ITEM NO. 7

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: April 17, 2019

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, possible action on accepting a 15' wastewater easement being 1.075 acres of land out of the Greenbury Gates Survey No. 63, Abstract 315, Travis County, Texas.

BACKGROUND/SUMMARY:

This wastewater easement is necessary for the recordation of a plat that covers a portion of the easement area. It is part of the Manor Commons/Village at Manor Commons developments.

PRESENTATION: ☐ YES ☒ NO

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

Easement

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve and accept a 15' wastewater easement being 1.075 acres of land out of the Greenbury Gates Survey No. 63, Abstract 315, Travis County, Texas.

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

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

WASTEWATER UTILITY EASEMENT

DATE: April 3, 2019

GRANTORS: **Greenview Development Greenbury, L.P. and
Greenview Development 973, L.P.**

GRANTORS' MAILING ADDRESS: **501 Vale Street
Austin, Travis County, Texas 78746**

GRANTEE: **City of Manor, Texas**

GRANTEE'S MAILING ADDRESS: **105 E. Eggleston Street
Manor, Travis County, Texas 78653**

LIENHOLDER: **Timmermann Commercial Investments LLC**

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A Fifteen Foot (15') Wide wastewater utility easement being a portion of that certain 104.61-acre, more or less, tract lying and situated in the Greenbury Gates Survey No. 63, Abstract 315, Travis County, Texas, described in a deed to Greenview Development Greenbury, L.P., of record in Doc No. 2005237215 of the deed records of Travis County, Texas, and a 39.15-acre, more or less, tract lying and situated in the Greenbury Gates Survey No. 63, Abstract 315, Travis County, Texas, described in a deed to Greenview Development 973, L.P., of record in Doc No. 2005187773 of the deed records of Travis County, Texas as more particularly shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

GRANTORS, for the **CONSIDERATION** paid to **GRANTORS**, hereby grant, sell, and convey to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for wastewater mains, lines and pipes, and for the supplying of wastewater service in, upon, under and across the

PROPERTY more fully described and as shown in Exhibit "A" attached hereto (the "Wastewater Utility Easement").


TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTORS** do hereby bind themselves, their heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

When the context requires, singular nouns and pronouns include the plural.


Dated as of the date first written above but acknowledged as of the dates set forth below.

GRANTORS:

Greenview Development Greenbury, L.P.

By: 
Barth Timmermann
President of Greenview Development Corp.,
General Partner

Greenview Development 973, L.P.

By: 
Barth Timmermann
President of Greenview Development Corp.,
General Partner

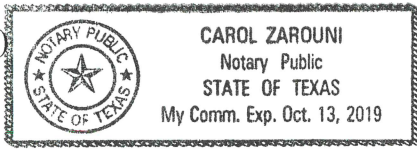
THE STATE OF TEXAS §


COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Barth Timmermann, President of Greenview Development Corp., which is the General Partner of Greenview Development Greenbury, L.P., Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged 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 3rd day of April 2019.

(SEAL)




Notary Public-State of Texas

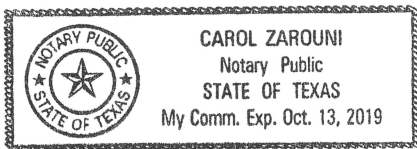
THE STATE OF TEXAS §

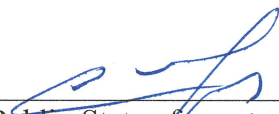
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Barth Timmerman, President of Greenview Development Corp., which is the General Partner of Greenview Development 973, L.P., Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged 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 3rd day of April 2019.

(SEAL)




Notary Public-State of Texas

CONSENT OF LIENHOLDER

THE UNDERSIGNED, being the holder of a lien on the property of which the Wastewater Utility Easement is a part, pursuant to the Deed of Trust, dated January 12, 2018, recorded in Document No. 2108018250 of the Official Public Records of Travis County, Texas, hereby consents to the foregoing Wastewater Utility Easement and agrees that its lien is subject and subordinate to the Wastewater Utility Easement, and that the undersigned has authority to execute and deliver this Consent of Lienholder, and that all necessary acts necessary to bind the undersigned lienholder have been taken.

NAME OF LIENHOLDER:

Timmermann Commercial Investments LLC

By: Barth Timmermann

Name: Barth Timmermann

Title: Manager of Timmermann GP LLC, its G.P.

Date: 4/4/19

ACKNOWLEDGEMENT

STATE OF TEXAS §

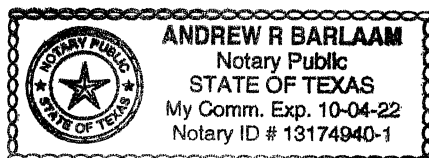
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Barth Timmermann, Lienholder herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]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 4th day of April, 2019.

(SEAL)

Andrew R Barlaam
Notary Public-State of Texas



ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Rita G. Jonse, Mayor

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the ____ day of _____ 20____, personally appeared Rita G. Jonse, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

City of Manor, Texas
Attn: City Secretary
105 E. Eggleston Street
Manor, Texas 78653

Exhibit “A”
[attached]

HOLT CARSON, INCORPORATED

PROFESSIONAL LAND SURVEYORS

Texas Licensed Surveying Firm Registration No. 10050700

1904 FORTVIEW ROAD

AUSTIN, TX 78704

TELEPHONE: (512) 442-0990

email: hci@austin.rr.com

July 10, 2017

DESCRIPTION OF 1.075 ACRES OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, AND OUT OF THE CALVIN BARKER SURVEY NO. 38, ABSTRACT NO. 58, BOTH IN TRAVIS COUNTY, TEXAS, AND BEING A WASTEWATER EASEMENT OVER AND ACROSS OF A PORTION OF THAT CERTAIN (104.61 ACRE) TRACT OF LAND AS CONVEYED TO GREENVIEW DEVELOPMENT GREENBURY, L.P. BY DEED RECORDED IN DOCUMENT NO. 2005237215 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, TOGETHER WITH A PORTION OF THAT CERTAIN (39.15 ACRE) TRACT OF LAND AS CONVEYED TO GREENVIEW DEVELOPMENT 973, L.P. BY DOCUMENT NO. 2005187773 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING FOR REFERENCE at a 60D nail found in a fence corner post in the North right-of-way line of Old Highway 20 at the Southwest corner of that certain (104.61 acre) tract of land as conveyed to Greenview Development Greenbury, L.P. by deed recorded in Document No. 2005237215 of the Official Public Records of Travis County, Texas same being a point in a Southeast line of that certain (39.15 acre) tract of land as conveyed to Greenview Development 973, L.P. by deed recorded in Document No. 2005187773 the Official Public Records of Travis County, Texas, from which a ½" iron rod with a plastic cap imprinted "Sendero" found at the Southeast corner of said bears, S 24 deg. 30' W 3.08 ft. and again from said 60D nail found a ½" iron rod with a plastic cap imprinted "Vara" found at the southeast corner of said (104.61 acre) Greenview Development Greenbury, L.P. tract bears, S 72 deg. 52'14" E 2401.44 ft.

THENCE entering the interior of said (104.61 acre) Greenview Development Greenbury, L.P. tract and said (39.15 acre) Greenview Development 973, L.P. tract, N 69 deg. 25'01" E 330.17 ft. to a calculated point being a point in the Southwest line and **PLACE OF BEGINNING** of the herein described easement;

THENCE continuing through the interior of said (104.61 acre) Greenview Development Greenbury, L.P. tract and said (39.15 acre) Greenview Development 973, L.P. tract, the following thirty-five (35) courses:

- 1.) N 60 deg. 06'10" W 327.93 ft. to a calculated point;
- 2.) N 56 deg. 14'10" W 270.09 ft. to a calculated point;
- 3.) N 63 deg. 13'35" W 15.00 ft. to a calculated point being the most Westerly of Southwest corner of the herein described easement;
- 4.) N 24 deg. 08'37" E 13.79 ft. to a calculated point;

1.075 Acres Wastewater Easement
End of Page 1 of 2

- 5.) N 20 deg. 27'25" E 410.24 ft. to a calculated point;
- 6.) N 19 deg. 29'37" E 139.70 ft. to a calculated point;
- 7.) N 21 deg. 05'36" E 229.36 ft. to a calculated point being the most Northerly or Northwest corner of the herein described easement;
- 8.) Along a curve to the right with a radius of 955.00 ft. for an arc length of 15.24 ft. and which chord bears, S 58 deg. 39'48" E 15.24 ft. to a calculated point;
- 9.) S 21 deg. 05'36" W 226.44 ft. to a calculated point;
- 10.) S 19 deg. 29'37" W 139.61 ft. to a calculated point;
- 11.) S 20 deg. 27'25" W 410.60 ft. to a calculated point;
- 12.) S 56 deg. 14'10" E 272.13 ft. to a calculated point;
- 13.) S 60 deg. 06'10" E 327.64 ft. to a calculated point;
- 14.) S 58 deg. 28'40" E 488.08 ft. to a calculated point;
- 15.) S 72 deg. 53'22" E 95.72 ft. to a calculated point;
- 16.) N 24 deg. 50'41" E 408.09 ft. to a calculated point;
- 17.) N 65 deg. 09'18" W 18.27 ft. to a calculated point;
- 18.) N 24 deg. 52'46" E 15.00 ft. to a calculated point;
- 19.) S 65 deg. 09'21" E 18.27 ft. to a calculated point;
- 20.) N 24 deg. 50'41" E 170.99 ft. to a calculated point;
- 21.) N 65 deg. 09'20" W 96.20 ft. to a calculated point;
- 22.) N 24 deg. 19'12" E 15.00 ft. to a calculated point;
- 23.) S 65 deg. 09'20" E 97.60 ft. to a calculated point;
- 24.) N 28 deg. 27'15" E 126.97 ft. to a calculated point;
- 25.) N 24 deg. 19'12" E 139.09 ft. to a calculated point;
- 26.) N 04 deg. 47'30" E 86.33 ft. to a calculated point;
- 27.) N 03 deg. 48'16" W 51.99 ft. to a calculated point;
- 28.) N 86 deg. 11'44" E 15.00 ft. to a calculated point being the most Easterly or Northeast corner of the herein described easement;
- 29.) S 03 deg. 48'16" E 53.12 ft. to a calculated point;
- 30.) S 04 deg. 47'30" W 90.04 ft. to a calculated point;
- 31.) S 24 deg. 19'12" W 142.22 ft. to a calculated point;
- 32.) S 28 deg. 27'15" W 131.16 ft. to a calculated point;
- 33.) S 24 deg. 50'41" W 617.58 ft. to a calculated point being the most Southerly or Southeast corner of the herein described easement;
- 34.) N 72 deg. 53'22" W 110.72 ft. to a calculated point;
- 35.) N 58 deg. 28'40" W 489.76 ft. to the **PLACE OF BEGINNING** and containing 1.075 acres of land.

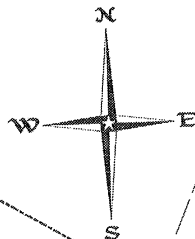
PREPARED: July 10, 2017

Holt Carson
Registered Professional Land Surveyor No. 5166
see accompanying map: C 919002

Legend

- ▲ 60D Nail Found in fence post
- ⊙ Capped Iron Rod Found as noted
- * Calculated Point
- (Record Bearing and Distance)

SCALE: 1" = 200'



SKETCH TO ACCOMPANY DESCRIPTION OF
1.075 ACRES OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315,
IN TRAVIS COUNTY, TEXAS, AND OUT OF THE CALVIN BARKER SURVEY NO. 38, ABSTRACT NO. 58,
BOTH IN TRAVIS COUNTY, TEXAS, AND BEING A WASTEWATER EASEMENT OVER AND ACROSS
A PORTION OF THAT CERTAIN (104.61 ACRE) TRACT OF LAND AS CONVEYED TO GREENVIEW
DEVELOPMENT GREENBURY, L.P. BY DEED RECORDED IN DOCUMENT NO. 2005237215 OF THE
OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, TOGETHER WITH A PORTION OF THAT
CERTAIN (39.15 ACRE) TRACT OF LAND AS CONVEYED TO GREENVIEW DEVELOPMENT 973, L.P.
BY DOCUMENT NO. 2005187773 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

(39.15 Acres)
Remainder
Greenview Development 973, L.P.
Document No. 2005187773

BEARING BASIS:
Orientation for this survey is based upon the State Plane Coordinate System
(4203 - Texas Central Zone) Combined Scale Factor 0.99992587. All distances
shown hereon are surface values.

CURVE DATA

(C1)

Δ = 0°54'52"
R = 955.00'
T = 7.62'
C = 15.24'
A = 15.24'
CB = S58°39'48"E

NUMBERED COURSES

1	N 60°06'10" W	- 327.93'
2	N 56°14'10" W	- 270.09'
3	N 63°13'35" W	- 15.00'
4	N 24°07'37" E	- 13.79'
5	N 20°27'25" E	- 410.24'
6	N 19°29'37" E	- 139.70'
7	N 21°05'36" E	- 229.36'
8	S 21°05'36" W	- 226.44'
9	S 19°29'37" W	- 139.61'
10	S 20°27'25" W	- 410.60'
11	S 56°14'10" E	- 272.13'
12	S 60°06'10" E	- 327.64'
13	S 58°28'40" E	- 468.08'
14	S 72°53'22" E	- 95.72'
15	N 24°50'41" E	- 408.09'
16	N 65°09'18" W	- 18.27'
17	N 24°50'41" E	- 15.00'
18	S 65°09'21" E	- 18.27'
19	N 24°50'41" E	- 170.99'
20	N 65°09'20" W	- 96.20'
21	N 24°19'12" E	- 15.00'
22	S 65°09'20" E	- 97.60'
23	N 28°27'15" E	- 126.97'
24	N 24°19'12" E	- 139.09'
25	N 04°49'30" E	- 86.33'
26	N 03°44'16" W	- 51.99'
27	N 86°11'44" E	- 15.00'
28	S 03°48'16" E	- 53.12'
29	S 04°47'30" W	- 90.04'
30	S 24°19'12" W	- 142.22'
31	S 28°27'15" W	- 131.16'
32	S 24°50'41" W	- 617.58'
33	N 72°55'22" W	- 110.72'
34	N 58°28'40" W	- 489.76'

PREPARED: JULY 10, 2017

BY:

Holt Carson
Registered Professional Land Surveyor No. 5166

1/2" iron rod found
with plastic cap imprinted "Sendero"
found at Southwest corner of
(104.61 Acres)
Greenview Development Greenbury, L.P.
Document No. 2005237215
bears, S24°30'W 3.08'

PLACE OF BEGINNING

REFERENCE POINT

"Sendero"

OLD HIGHWAY 20 (60' R.O.W.)

S72°52'14"E 2401.44'
S70°28'05"E 2401.60'

Tract C
(0.27 Acre)
10' Atmos Gas Line Easement
Document No. 2017023573

Southeast corner of
(104.61 Acres)
Greenview Development Greenbury, L.P.
Document No. 2005237215

HOLT CARSON, INCORPORATED
PROFESSIONAL LAND SURVEYORS
1904 FORTVIEW ROAD
AUSTIN, TX 78704
(512) 442-0990
email: hci@austin.tx.us
Texas Licensed Surveying Firm Registration No. 10050700
C 919002 Wastewater Easement



AGENDA ITEM NO. ⁸_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: April 17, 2019

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, possible action on accepting a 15' wastewater easement being 0.176 acres of land out of the Greenbury Gates Survey No. 63, Abstract 315, Travis County, Texas.

BACKGROUND/SUMMARY:

This wastewater easement is necessary for the recordation of a plat that covers a portion of the easement area. It is part of the Manor Commons development.

PRESENTATION: ☐ YES ☒ NO

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

Easement

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve and accept a 15' wastewater easement being 0.176 acres of land out of the Greenbury Gates Survey No. 63, Abstract 315, Travis County, Texas.

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

WASTEWATER UTILITY EASEMENT

DATE: January 22, 2019

GRANTORS: Greenview Development 973, L.P.

GRANTOR'S MAILING ADDRESS: 501 Vale Street, Austin, Texas 78746

GRANTEE: **City of Manor, Texas**

GRANTEE'S MAILING ADDRESS: **105 E. Eggleston Street
Manor, Travis County, Texas 78653**

LIENHOLDER: **Timmermann Commercial Investment LLC**

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A Fifteen Foot (15') wide wastewater utility easement being a portion of that certain 39.15-acre, more or less, tract lying and situated in the Greenbury Gates Survey No. 63, Abstract 315, Travis County, Texas, described in a deed to Greenview Development 973, L.P., of record in Deed Number 2005187773 of the deed records of Travis County, Texas, as more particularly shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

GRANTORS, for the **CONSIDERATION** paid to **GRANTORS**, hereby grant, sell, and convey to **GRANTEE**, its successors and assigns, a non-exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary for the supplying of wastewater service in, upon, under and across the **PROPERTY** more fully described and as shown in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTORS** do hereby bind themselves, their heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

GRANTORS:

Greenview Development 973, L.P.

By:

Barth Timmermann
Barth Timmermann, President of Greenview
Development Corp., its General Partner

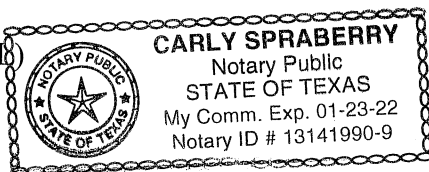
THE STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Barth Timmermann, President of Greenview Development Corp., General Partner of Greenview Development 973 L.P., Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she 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 22 day of January 2019.

(SEAL)



[Signature]
Notary Public, State of

TEXAS

After recording return to:

City of Manor, Texas
105 E. Eggleston Street
Manor, Texas 78653

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Rita G. Jonse, Mayor

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the ____ day of _____ 20____, personally appeared Rita G. Jonse, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

City of Manor, Texas
Attn: City Secretary
105 E. Eggleston Street
Manor, Texas 78653

HOLT CARSON, INCORPORATED

PROFESSIONAL LAND SURVEYORS

Texas Licensed Surveying Firm Registration No. 10050700

1904 FORTVIEW ROAD

AUSTIN, TX 78704

TELEPHONE: (512) 442-0990

email: hci@austin.rr.com

December 4, 2018

DESCRIPTION OF 0.176 ACRE OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, AND BEING A WASTEWATER EASEMENT OVER AND ACROSS OF A PORTION OF THAT CERTAIN (39.15 ACRE) TRACT OF LAND AS CONVEYED TO GREENVIEW DEVELOPMENT 973, L.P. BY DOCUMENT NO. 2005187773 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the interior of that certain (39.15 acre) tract of land as conveyed to Greenview Development 973, L.P. by deed recorded in Document No. 2005187773 of the Official Public Records of Travis County, Texas, same being a point in the curving North right-of-way line of Ring Drive, a proposed public right-of-way and being the Southwest corner and **PLACE OF BEGINNING** of the herein described easement, from which a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found at a point of tangency in the North right-of-way line of Ring Drive bears, N 63 deg. 47'28" W 142.16 ft. (chord bearing and distance);

THENCE leaving the North right-of-way line of Ring Drive and continuing through the interior of said (39.15 acre) tract, the following four (4) courses:

- 1.) **N 23 deg. 02'40" E 173.11 ft.** to a calculated point;
- 2.) **N 24 deg. 02'38" E 118.80 ft.** to a calculated point;
- 3.) **N 51 deg. 56'30" E 60.81 ft.** to a calculated point;
- 4.) **N 22 deg. 18'31" E 128.29 ft.** to a calculated point at the Northwest corner of the herein described easement, from which a ½" iron rod with a plastic cap imprinted "Vara" found in the East right-of-way line of Loop 212 (also known as F.M. Highway 973) 90.00 ft. Left of record Engineers Station 23+12.22, at an angle corner of said (39.15 acre) tract, same being the most Southerly or Southwest corner of that certain (3.017 acre) tract of land as conveyed to Greenview Development 973, L.P. by deed recorded in Document No. 2009176562 of the Official Public Records of Travis County, Texas bears, N 82 deg. 30'29" W 280.74 ft. (direct tie);

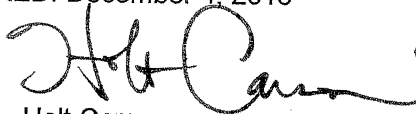
**0.176 Acre
Wastewater Easement
Page 2 of 2**

THENCE continuing through the interior of said (39.15 acre) tract, the following nine (9) courses:

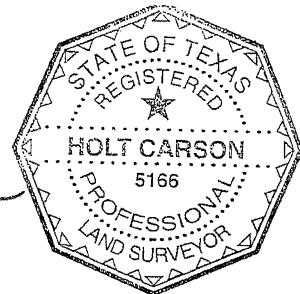
- 1.) **S 67 deg. 41'29" E 15.00 ft.** to a calculated point at the Northeast corner of the herein described easement;
- 2.) **S 22 deg. 18'31" W 132.26 ft.** to a calculated point;
- 3.) **S 51 deg. 56'30" W 61.05 ft.** to a calculated point;
- 4.) **S 24 deg. 02'38" W 114.94 ft.** to a calculated point;
- 5.) **S 23 deg. 02'40" W 144.66 ft.** to a non-tangent calculated point of curvature;
- 6.) Along a curve to the right with a radius of 1075.00 ft. for an arc length of 40.58 ft. and which chord bears, **S 58 deg. 12'05" E 40.58 ft.** to a calculated point;
- 7.) **S 23 deg. 02'40" W 15.23 ft.** to a non-tangent calculated point of curvature;
- 8.) Along a curve to the left with a radius of 1060.00 ft. for an arc length of 50.57 ft. and which chord bears, **N 58 deg. 20'46" W 50.57 ft.** to a calculated point;
- 9.) **S 23 deg. 02'40" W 15.12 ft.** to a calculated point in the curving North Right-of-way line of Ring Drive, from which a ½" iron rod with a plastic cap imprinted Holt Carson, Inc." found in the North Right-of-way line of said Ring Drive bears, **S 50 deg. 24'56" E 233.65 ft.** (chord bearing and distance);

THENCE continuing through the interior of said (39.15 acre) tract with the North right-of-way line of Ring Drive, along a curve to the left with a radius of 1045.00 ft. for an arc length of 5.15 ft. and which chord bears, **N 59 deg. 44'54" W 5.15 ft.** to the **PLACE OF BEGINNING** and containing **0.176 acre** of land.

PREPARED: December 4, 2018


Holt Carson

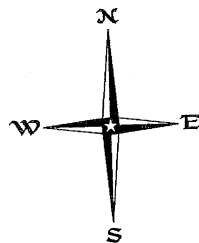
Registered Professional Land Surveyor No. 5166
see accompanying map: C 919002



Legend

- ⊙ Capped Iron Rod Found as noted
- ⊙ Calculated Point
- (Record Bearing and Distance)

SCALE: 1" = 200'



Remainder of Lot 7
Block A
Final Plat Establishing
Manor Commons SW
Document No. 201500112

(82.254 Acres)
Remainder
Terrell Timmermann
Volume 11208 Page 824

A.K.A. LOOP 212
(R.O.W. VARIES)

PLACE
OF
BEGINNING

Tract D
(0.76 Acre)
Atmos Gas Line Easement
Document No. 2017023573

(39.15 Acres)
Remainder
Greenview Development 973, L.P.
Document No. 2005187773

GALVIN BARKER SURVEY NO. 38
ABSTRACT NO. 58

(3017 Acres)
Greenview Development 973, L.P.
Document No. 2005176562

0.176 ACRE
WASTEWATER EASEMENT

SKETCH TO ACCOMPANY DESCRIPTION OF
0.176 ACRE OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315,
IN TRAVIS COUNTY, TEXAS, IN TRAVIS COUNTY, TEXAS, AND BEING A WASTEWATER EASEMENT
OVER AND ACROSS A PORTION OF THAT CERTAIN (39.15 ACRE) TRACT OF LAND AS CONVEYED TO
GREENVIEW DEVELOPMENT 973, L.P. BY DOCUMENT NO. 2005187773 OF THE OFFICIAL PUBLIC RECORDS
OF TRAVIS COUNTY, TEXAS.

NUMBERED COURSES	
L1	N 23°02'40" E - 173.11'
L2	N 24°02'38" E - 118.80'
L3	N 51°56'30" E - 60.81'
L4	N 22°18'31" E - 128.29'
L5	S 67°41'29" E - 15.00'
L6	S 22°18'31" W - 132.26'
L7	S 51°56'30" W - 61.05'
L8	S 24°02'38" W - 114.94'
L9	S 23°02'40" W - 144.66'
L10	S 23°02'40" W - 15.23'
L11	S 23°02'40" W - 15.12'

CURVE DATA

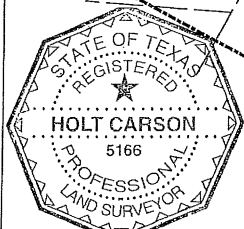
C1	C2	C3
Δ = 7°48'03"	Δ = 2°09'47"	Δ = 2°44'01"
R = 1045.00'	R = 1075.00'	R = 1060.00'
T = 71.25'	T = 20.29'	T = 25.29'
C = 142.16'	C = 40.58'	C = 50.57'
A = 142.27'	A = 40.58'	A = 50.57'
CB = N63°47'28"W	CB = S58°12'05"E	CB = N58°20'46"W

C4	C5
Δ = 12°50'15"	Δ = 0°16'56"
R = 1045.00'	R = 1045.00'
T = 117.56'	T = 2.57'
C = 233.65'	C = 5.15'
A = 234.14'	A = 5.15'
CB = S50°24'56"E	CB = N59°44'54"W

BEARING BASIS:
Orientation for this survey is based upon the State Plane Coordinate System
(4203 - Texas Central Zone) Combined Scale Factor 0.99992587. All distances
shown hereon are surface values.

(104.61 Acres)
Greenview Development Greenbury, L.P.
Document No. 2005237215

GREENBURY GATES SURVEY NO. 63
ABSTRACT NO. 315



PREPARED: DECEMBER 4, 2018

BY:

Holt Carson
Registered Professional Land Surveyor No. 5166

HOLT CARSON, INCORPORATED
PROFESSIONAL LAND SURVEYORS
1904 FORTVIEW ROAD
AUSTIN, TX 78704
(512) 442-0990

email: hci@austin.rr.com
Texas Licensed Surveying Firm Registration No. 10050700

C 919002 Wastewater Easement