



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, March 6, 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 February 20, 2019, Regular Meeting.

Lluvia Tijerina,
City Secretary

REGULAR AGENDA

2. Consideration, discussion, and possible action on a Deposit and Reimbursement Agreement for the Proposed Public Improvement District (Lagos). Thomas Bolt, City Manager
3. Consideration, discussion, and possible action on an agreement for Manor Public Improvement District Creation and Administration Services (Lagos). Thomas Bolt, City Manager
4. Consideration, discussion, and possible action on a partial release and termination of a public utility easement. Scott Dunlop, Asst. Dev. Services Director

EXECUTIVE SESSION

The City Council will now Convene into executive session pursuant to Section 551.072, Texas Government Code to deliberate the acquisition and value of real property.

OPEN SESSION

The City Council will now reconvene into Open Session and take action as determined appropriate in the City Council's discretion, if any, on item(s) discussed during Closed Executive Session.

5. Consideration, discussion, and possible action regarding the acquisition and value of real property. Thomas Bolt, City Manager

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: Thursday, February 28, 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: March 6, 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 February 20, 2019, Regular Meeting.

BACKGROUND/SUMMARY:

PRESENTATION: YES NO

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

February 20, 2019, Regular Meeting Minutes

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the City Council Minutes of the February 20, 2019, Regular Meeting.

PLANNING & ZONING COMMISSION: RECOMMENDED APPROVAL DISAPPROVAL NONE



**CITY COUNCIL
REGULAR SESSION MINUTES
FEBRUARY 20, 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
Valerie Dye, Place 6

CITY STAFF:

Thomas Bolt, City Manager
Lluvia Tijerina, City Secretary
Lydia Collins, Director of Finance
Ryan Phipps, Chief of Police
Scott Dunlop, Assistant Development Services Director
Sarah Friberg, Court Clerk
Mike Tuley, Director of Public Works
Tracey Vasquez, HR Coordinator
Sammie Hatfield, Community Development Manager
Frank Phelan, P.E., City Engineer
Veronica Rivera, Legislative and General Counsel

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, February 20, 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, Finance Director Collins, led the Pledge of Allegiance.

PROCLAMATION

Declaring the month of February 2019, as “National African American History Month”

Mayor Jonse read and presented a proclamation declaring the month of February 2019, as “National African American History Month” to City Manager Bolt and Council Member Dr. Wallace Jr.

PUBLIC COMMENTS

Jordan Tucker, 11108 Amaranth Lane, Austin, Texas, spoke before City Council regarding the need for an updated and improved public library in Manor, Texas. She expressed her desire to be part of the Manor Public Library as a Librarian. Ms. Tucker stated that the library needed a more efficient computer lab and possibly offer different classes for the community.

Jean-Luc Parker, 13581 Pond Springs Rd., Austin, Texas, spoke before City Council regarding the Austin Spurs Basketball Team and possibly partnering with the City of Manor. Mr. Harper is requesting for the City to provide a collaborative way for all parties involved to obtain and retain community outreach. He is requesting for a link to be added to the City’s webpage for the purchase of discounted tickets to staff, families and students of Manor ISD.

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 February 6, 2019, Regular Meeting.**
- 2. Consideration, discussion, and possible action on the acceptance of the January 2019 Departmental Reports:**
 - **Police – Ryan Phipps, Chief of Police**
 - **Development Services – Scott Dunlop, Assistant Dev. Services Director**
 - **Community Development – Sammie Hatfield, Comm. Dev. Manager**
 - **Municipal Court – Sarah Friberg, Court Clerk**
 - **Public Works – Mike Tuley, Director of Public Works**
 - **Finance – Lydia Collins, Director of Finance**

Council Member Kruppa thanked the Chief of Police Phipps and the Victim Services Department for their services.

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 and adopt all items on the consent agenda. The motion carried unanimously.

REGULAR AGENDA

3. Consideration, discussion, and possible action on a resolution authorizing and directing the securing of a fire damaged property, finding such fire damaged property presents a danger to the public safety and is in the best interest of the city, and authorizing city staff to attempt to address the matter with the owner or proceed with a hearing and/or abatement.

The City staff's recommendation was that the City Council approve Resolution No. 2019-01 authorizing and directing the securing of a fire damaged property, finding such fire damaged property presents an imminent threat to public safety and is in the best interest of the city to declare the property an imminent threat, and authorizing city staff to address the matter with abatement.

City Manager Bolt discussed the structural fire that occurred at 208 E. Carrie Manor on February 1, 2019. He stated the home was destroyed and presented an imminent threat to public safety. City Manager Bolt stated the owner had applied for a demolition permit but wasn't sure if the owner would be able to comply with the demolition process.

Greg Eller, Building Official/Inspector of the City of Manor spoke before City Council in regard to the findings of the fire damage to the structure. He stated the structure was unsecure and close to the property line and could easily fall into the neighbor's property with strong winds. He suggested for the structure to be demolished by a professional company.

Bill Carlson, Deputy Fire Marshal of the City of Manor spoke before City Council in regard to the findings of the damaged building. He stated the structure was not safe and was unsecured. Deputy Fire Marshal Carlson expressed his concerns about the building collapsing and individuals entering the unstable building and the potential of injury or death. He is recommending for the structure to be demolished professionally.

City Manager Bolt stated that the home had never been occupied. Deputy Fire Marshal Carlson stated the investigation of the fire was suspended due to the structure instability.

Council Member Weir asked about who would be responsible for the demolition cost. City Manager Bolt stated that the cost for the demolition was the owner's responsibility.

The discussion was held regarding the time frame for the owner to demolish the building.

MOTION: Upon a motion made by Council Member Dr. Wallace Jr. and seconded by Mayor Pro Tem Amezcua the Council voted seven (7) For and none (0) Against to approve Resolution No. 2019-01 authorizing and directing the securing of a fire damaged property, finding such fire damaged property presents an imminent threat to the public safety and is in the best interest of the city to declare the property an imminent threat, and authorizing city staff to address the matter with abatement. 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 20(j)(3) on Lot 10 & the West half of Lot 9, Block 38, Town of Manor, locally known as 502 East Eggleston to allow for 0ft rear setback for an accessory structure. Applicant: Robert Battaile. Owner: Robert Battaile.

The City staff's recommendation was that the City Council deny a waiver request from Manor Code of Ordinances Chapter 14, Exhibit A, Article II, Section 20(j)(3) on Lot 10 & the West half of Lot 9, Block 38, Town of Manor, locally known as 502 East Eggleston to allow for 0ft rear setback for an accessory structure.

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

Robert Battaile, 502 E. Eggleston St., Manor, Texas spoke before City Council in support of this item. Mr. Battaile is requesting a waiver for the structure of a storage building in his property.

The discussion was held regarding previous fences within the alleyways and new setbacks established for alleyways.

Council Member Dr. Wallace Jr. inquired about the reason for the City's recommendation to deny the request. City Manager Bolt stated the fence was not located properly per city regulations and the fence is on an alleyway. He stated there are define setbacks for property lines and fire safety reasons.

MOTION: Upon a motion made by Council Member Dr. Wallace Jr. and seconded by Mayor Pro Tem Amezcua the Council voted seven (7) For and none (0) Against to deny a waiver request from Manor Code of Ordinances Chapter 14, Exhibit A, Article II, Section 20(j)(3) on Lot 10 & the West half of Lot 9, Block 38, Town of Manor, locally known as 502 East Eggleston to allow for 0ft rear setback for an accessory structure. The motion carried unanimously.

5. 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.

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.

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

Mike Braeuer with W2 Real Estate Partners, Austin, Texas, submitted a card in support of this item; however, he did not speak but was available to address any questions posed by the City Council.

City Manager Bolt discussed the waiver request for the property to allow for a unity density of 25 per acre.

Harrison Hudson with Kimley-Horn & Associates spoke before City Council in support of this item. Mr. Hudson discussed the waiver request and stated that the unit density for multifamily was in line with the surrounding cities. He stated the unit counts are increasing from 246 to 276.

The discussion was held regarding the multifamily zoning requirements for surrounding cities.

The discussion was held regarding the .15 units per acre calculation.

Council Member Hill inquired about the height of the buildings. Mr. Hudson explained the structure of the units.

The discussion was held regarding the changes in the development regarding units and parking.

MOTION: Upon a motion made by Council Member Dr. Wallace Jr. and seconded by Council Member Weir the Council voted seven (7) For and none (0) Against to deny 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. The motion carried unanimously.

6. 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 1.5 spaces per 1-bedroom unit, 2 spaces per 2-bedroom unit, 2.5 spaces per 3+ bedroom unit and an additional 5% of total spaces for visitor use.

Mike Braeuer with W2 Real Estate Partners, Austin, Texas, submitted a card in support of this item; however, he did not speak but was available to address any questions posed by the City Council.

Harrison Hudson with Kimley-Horn & Associates spoke before City Council in support of this item. Mr. Hudson discussed 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 parking requirements for the City.

The discussion was held regarding the market rate for the development.

Council Member Dr. Wallace Jr. expressed his concerns regarding the minimum parking spaces per units for the development.

Council Member Kruppa inquired about any additional waivers that might be asked on a later date by the developer. Asst. Development Services Director Dunlop stated the developer had not requested any other waivers for the development at this time.

The discussion was held regarding the City staff's recommendation for parking.

The discussion was held regarding the total number of parking spaces available for visitors.

Council Member Kruppa stated that the 5% of spaces for visitors totaled 37 parking spaces. He stated that the developer only offered 20 spaces and did not meet the 5% requirement.

MOTION: Upon a motion made by Council Member Dr. Wallace Jr. and seconded by Council Member Weir the Council voted seven (7) For and none (0) Against to deny 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 1.5 spaces per 1-bedroom unit, 2 spaces per 2-bedroom unit, 2.5 spaces per 3+ bedroom unit and an additional 5% of total spaces for visitor use. The motion carried unanimously.

7. Consideration, discussion, and possible action on an Interlocal Cooperation Agreement between Travis County and the City of Manor relating to on-site septic system permitting services.

The City staff's recommendation was that the City Council approve an Interlocal Cooperation Agreement between Travis County and the City of Manor relating to on-site septic system permitting services and authorize the City Manager to finalize the agreement and for the Mayor to execute the final agreement.

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

City Manager Bolt discussed the agreement relating to on-site septic system permitting services between Travis County and the City of Manor.

MOTION: Upon a motion made by Council Member Mayor Pro Tem Amezcua and seconded by Council Member Dye the Council voted seven (7) For and none (0) Against to approve an Interlocal Cooperation Agreement between Travis County and the City of Manor relating to on-site septic system permitting services and authorize the City Manager to finalize the agreement and for the Mayor to execute the final agreement. The motion carried unanimously.

8. Consideration, discussion, and possible action on Change Order No. 1 for the 2017 Water Distribution System Improvements Project.

The City staff's recommendation was that the City Council approve the proposed Change Order 1 for the 2017 water Distribution System Improvements Project.

City Engineer Phelan discussed the Change Order for the 2017 Water Distribution System Improvement Project. He stated the plans had been approved and the project had been put out to bid. He explained the price changes on each item listed for the project.

The discussion was held regarding the overall budget for the project.

The discussion was held regarding the date of completion for the project.

The discussion was held regarding the Flowable Fill per COA Specification 402S cost.

Council Member Dr. Wallace Jr. asked if there were any other anticipated change orders for the project and if the amounts listed were actual or estimated costs. City Engineer Phelan stated the unit prices were fixed by the change order, but final adjustments might be needed at the end of the project.

Council Member Hill inquired about the items already established on the bid. City Engineer Phelan stated items 1-17 were established bid items and items 18-20 were new items added to the bid.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Dr. Wallace Jr. the Council voted seven (7) For and none (0) Against to approve the proposed Change Order 1 for the 2017 water Distribution System Improvements Project. The motion carried unanimously.

Mayor Jonse adjourned the regular session of the Manor City Council into Executive Session at 7:54 p.m. Wednesday, February 20, 2019, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in: *Section 551.074 Personnel Matters – Discussion of City Manager’s Employment; and Section 551.071 Consultation with Attorney* at 7:54 p.m., on Wednesday, February 20, 2019, City Council Conference Room of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

The Executive Session was adjourned at 8:12 p.m. on Wednesday, February 20, 2019.

OPEN SESSION

The City Council reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code at 8:12 p.m. on Wednesday, February 20, 2019, in the Council Chambers of the Manor City Hall.

Mayor Jonse opened the floor for action to be taken on the items discussed in the Executive Session.

- *Section 551.074 Personnel Matters – Discussion of City Manager’s Employment*

There was no action taken.

9. Consideration, discussion, and possible action on an amendment to the City Manager’s Contract.

MOTION: Upon a motion made by Council Member Dr. Wallace Jr. and seconded by Council Member Weir the Council voted seven (7) For and none (0) Against to amend the City Manager’s Contract for an extended (2) two additional years plus a 4.5% increase totaling \$188,804.00. The motion carried unanimously.

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 8:13 p.m. on Wednesday, February 20, 2019.

These minutes approved by the Manor City Council on the 6th day of March 2019.

APPROVED:

Rita G. Jonse
Mayor

ATTEST:

Lluvia Tijerina, TRMC
City Secretary

Draft Minutes



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 6, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Deposit and Reimbursement Agreement for the Proposed Public Improvement District (Lagos).

BACKGROUND/SUMMARY:

The City Council previously approved a deposit agreement that covers the City of Manor Attorney and Engineer review fees for the proposed Public Improvement District (PID). This Deposit and Reimbursement Agreement provides for a deposit to cover City of Manor PID consultant fees associated with the feasibility and creation of the proposed PID. This fund shall be replenished if the initial deposit is depleted.

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 a Deposit and Reimbursement Agreement for Proposed Public Improvement District (Lagos) to cover PID consultant services.

PLANNING & ZONING COMMISSION: RECOMMENDED APPROVAL DISAPPROVAL NONE

**CITY OF MANOR, TEXAS DEPOSIT AGREEMENT
PROPOSED PUBLIC IMPROVEMENT DISTRICT
Lagos PID**

THIS DEPOSIT AGREEMENT (this “Agreement”) is made and entered into as of _____, 2019 by and between the **CITY OF MANOR, TEXAS** (the “City”) and **706 INVESTMENT PARTNERSHIP, LTD.**, a Texas limited partnership (including its Designated Successors and Assigns, the “Owner”).

WHEREAS, the Owner has requested that City of Manor (the “City”) create a Public Improvement District (the “District”) that includes real property within the corporate limits of the City, and enter into a PID Financing Agreement under which the City will, among other things, conduct proceedings pursuant to the provisions of Texas Local Government Code Chapter 372 to levy special assessments, and to issue one or more series of bonds (the “Bonds”) to provide for the construction, acquisition, or furnishing of certain public improvements within the District; and

WHEREAS, the Owner has agreed to advance moneys to be used by the City Manager of the City (the “City Manager”) to pay costs and expenses associated with retaining the Consultant (herein defined) to assist the City with evaluating the feasibility and desirability of creation of the PID by the City (the “PID Feasibility”); and

WHEREAS, the parties hereto wish to enter into the Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Owner.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. DEPOSITS. The Owner shall deposit with the City the amount of \$10,000.00 (the “Moneys”) to the City Manager within five (5) business days after this Agreement is executed and delivered by the City, which Moneys shall be used by the City exclusively to pay costs generally described in Section 2 hereof. If the Moneys are not deposited in accordance with this Section 1, the City shall not proceed with evaluating the PID Feasibility. The City will notify the Owner if the costs generally described in Section 2 exceed or are expected to exceed \$10,000.00. The City will draw from the deposit for the Consultant fees and other fees related to the PID Feasibility (the “Consultant Deposit”). Whenever the account for the Consultant Deposit reaches a balance below \$3,000.00, the Owner shall deposit an additional \$3,000.00 within five (5) business days of notification by the City Manager (the “Additional Moneys”). If the Additional Moneys are not deposited in accordance with this Section 1, the City shall not proceed with evaluating the PID Feasibility. The City Manager shall cause all Moneys received from the Owner to be deposited into a separate account maintained by or at the direction of the City Manager and the Office of the City Director of Finance. All interest or other amounts earned on Moneys (if any) in such account shall be held in such account for the payment of Project Costs or otherwise applied as set forth in Section 3 hereof.

SECTION 2. USE OF MONEYS ON DEPOSIT. The City has engaged or will engage P3 Works as the City's PID consultant ("Consultant"). The Consultant will assist the City with evaluating the PID Feasibility. The Consultant will be responsible to, and will act as consultant to, the City in connection with the PID Feasibility. The City Manager will use the Moneys to pay costs and expenses of the Consultant that are associated with or incidental to evaluating the PID Feasibility (collectively, "Project Costs"). PID Feasibility does not include work by or on behalf of the City regarding development of real property within the District except as such development specifically relates to PID creation. The scope of work and terms and conditions of the agreement for the Consultant is, or will be, set forth in an agreement on file in the City Secretary's office. The City Manager shall maintain records of the payment of all Project Costs and keep such records on file and available for inspection and review by the Owner in the City Secretary's office. Upon request, but not more than monthly, the City agrees to provide the Owner with copies of all invoices for evaluating the PID Feasibility that have been paid since the last request. If the Owner objects to any portion of an invoice, the City and the Owner agree in good faith to attempt to resolve the dispute within a reasonable period of time.

SECTION 3. UNEXPENDED MONEYS. If proceedings for approval of the PID Financing Agreement or formation of the District are unsuccessful and are terminated or abandoned prior to the issuance of the Bonds, the City Manager shall transfer to the Owner all Moneys, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 1, exclusive of Moneys necessary to pay Project Costs or portions thereof that (i) have been actually incurred and (ii) are due and owing as of the date of such termination or abandonment. Upon the successful issuance of the Bonds, the City shall return unexpended Moneys, and the interest thereon, if any, to Owner.

SECTION 4. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the City will execute any agreements, and the City expressly reserves the right to terminate or abandon the proceedings at any time, if in the City's sole discretion, it deems such termination or abandonment to be in the best interests of the City.

SECTION 5. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above written.

EXECUTED and ACCEPTED this ____ of _____ 2019.

CITY OF MANOR, TEXAS, a municipal corporation

By: _____

Rita G. Jonse, Mayor

Date: _____

ATTEST:

Lluvia Tijerina, City Secretary

AGREED TO and ACCEPTED this ____ of _____ 2019.

706 INVESTMENT PARTNERSHIP, LTD.,
a Texas limited partnership

By: 706 Investment GP, Inc.,
a Texas corporation, its General Partner

By: _____

Name: Peter A. Dwyer

Title: President



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 6, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an agreement for Manor Public Improvement District Creation and Administration Services (Lagos).

BACKGROUND/SUMMARY:

A petition has been filed with the City for consideration to create a Public Improvement District (PID). P3Works, LLC has served as a consultant to the City in the creation and administration of the two PIDs the City Council has previously approved. Consultant services for the creation and administration are needed by the City for the PID petition filed and P3Works, LLC has the experience to assist the City with these services.

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 an agreement for Manor Public Improvement District Creation and Administration Services (Lagos) with P3Works, LLC.

PLANNING & ZONING COMMISSION: RECOMMENDED APPROVAL DISAPPROVAL NONE

**AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT CREATION AND
ADMINISTRATION SERVICES**

This Agreement for Public Improvement District Administration Services (“Agreement”) is entered into this _____ day of _____, 2019, by and between P3Works, LLC (“P3Works”), and the City of Manor, Texas (“City”).

RECITALS

WHEREAS, the City Council contemplates creating the City of Manor Public Improvement District, Lagos ("PID" or "District") to finance the costs of certain public improvements for the benefit of property within the District; and

WHEREAS, the City may consider issuing bonds to fund certain improvements in the PID as authorized by the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended; and

WHEREAS, the City requires specialized services related to the creation, revision and updating of the Service and Assessment Plan ("Service and Assessment Plan"), bond issuance, and the administration of the District, as more fully set forth in this Agreement; and

WHEREAS, P3Works has the expertise to properly establish and administer the District and ensure compliance with Texas Local Government Code Chapter 372; and

WHEREAS, the City desires to retain P3Works to provide District creation and administration services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, P3Works and the City agree as follows:

ARTICLE I

TERM OF AGREEMENT

1.0 The Agreement shall be effective as of its approval by all parties and shall be for a period of three (3) years and shall automatically continue on a year to year basis until terminated pursuant to Article IV of this Agreement.

ARTICLE II

SERVICES TO BE PROVIDED BY P3WORKS

2.0 The scope and timing of services to be performed by P3Works are set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference.

2.1 P3Works agrees that its services pursuant to this Agreement shall at all times be subject to the control and supervision of the City and that nothing in this Agreement shall constitute an assignment of any right or obligation of the City under any applicable contract, agreement, or law. P3Works shall not represent to any property owner or any other person that it or any of its employees are acting as the City or employees of the City.

2.2 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the City.

2.3 P3Works shall supply all tools and means necessary to perform the services and production of the work product described in Exhibit A.

ARTICLE III

PAYMENT TERMS AND CONDITIONS

3.0 In consideration for the services to be performed by P3Works, the City agrees to pay P3Works the fees for all services and related costs and expenses set forth in Exhibit A, beginning the first day of the month following the execution of this Agreement. Once assessments have been levied, the Monthly Collection Fees will begin, and then the February 1, following the levy of assessments, and each February 1 thereafter, the fees shall increase by 2%.

3.1 Monthly invoices shall be submitted to the City for work completed. City agrees to pay the amount due to P3Works upon receipt of each invoice.

3.2 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the City. P3Works will pass any third-party cost through to the City without markup and will not incur any expense in excess of \$200 without written consent of the City.

3.3 The only source of payment for P3Works' fees and services shall be the District or funds advanced by the developer. The City general fund shall never be used to pay for any expenses relating to P3Works' administration of the District. In the event there is insufficient District funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District funds or funds advanced by the developer.

ARTICLE IV

TERMINATION OF THIS AGREEMENT

4.0 Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party without penalty and without limitation of its right to seek damages. City shall pay P3Works, within thirty (30) days of such termination, all of P3Works' fees and expenses actually accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.

ARTICLE V

GENERAL PROVISIONS

5.0 This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to rendering of services by P3Works for the City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

5.1 This Agreement shall be administered and interpreted under the laws of the State of Texas. This Agreement shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall remain in full force and effect.

5.2 Neither this Agreement or any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the City.

5.3 The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

5.4 All records, reports, and other documents prepared by P3Works for the purposes of providing the services described in this Agreement shall be property of the City. All such documents shall be made available to the City during the course of performance of this Agreement. Any reports, studies, photographs, negatives, or other documents or drawings prepared by P3Works in the performance of its obligations under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by P3Works upon completion, termination, or cancellation of this Agreement.

5.5 The City acknowledges P3Works' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of P3Works. This Agreement shall not in any way give rise to any requirement or obligation for P3Works to disclose or release any Confidential Information.

5.6 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

5.7 Should either party commence any legal action or proceeding against the other based upon this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

5.8 All notices, requests, demands, and other communications which are required to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

To P3Works:

Mary V. Petty
Managing Partner
P3Works, LLC
350 Rufe Snow Drive
Suite 200
Keller, Texas 76248

To City:

Thomas Bolt
City Manager
City of Manor
105 E. Eggleston St
Manor, Texas 78653

With a copy to:

The Knight Law Firm, LLP
Attn: Paige Saenz
223 West Anderson Lane, #A105
Austin, TX 78752

5.9 To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, P3Works represents that neither P3Works nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of P3Works (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

5.10 To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, P3Works represents that neither P3Works nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of P3Works is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

5.11 The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

Executed on this _____ day of _____, 2019.

P3Works, LLC

BY: _____
Mary V. Petty
Managing Partner

City of Manor

BY: _____
Rita G. Jonse
Mayor

Attest:

BY: _____
Lluvia Tijerina
City Secretary

EXHIBIT A
SERVICES TO BE PROVIDED

PID FORMATION, SERVICE AND ASSESSMENT PLAN PREPARATION, AND BOND ISSUANCE SUPPORT SERVICES

Billed at P3Works' prevailing hourly rates, which are currently as follows:

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

**P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel times will be billed at hourly rates.*

District Due Diligence and Preparation of PID Plan of Finance

1. P3Works will review project information and prepare a plan of finance for the proposed transaction, including:
 - (a) Assessed value schedules, value to lien analysis, and overall structuring to achieve City goals and objectives;
 - (b) Identify areas of risk with the City's Financial Advisor, and solutions to mitigate the risks;
 - (c) Bond sizing and bond phasing by improvement area;
 - (d) Sources and uses of funds by improvement area;
 - (e) Debt service schedules; and
 - (f) Assessment allocation and associated estimated annual installment by lot type for each improvement area.

Preparation of Service and Assessment Plan

1. P3Works will prepare a complete and final Service and Assessment Plan to be adopted by City Council and included in the Official Statement for the Bonds based on the Plan of Finance.
2. P3Works will present the Service and Assessment Plan to City Council and request approval of Assessment Roll.

Bond Issuance Support

1. P3Works will ensure bond documents, including the PID financing agreement, bond indenture, and official statement are all consistent with the Service and Assessment Plan.
2. P3Works will provide ad-hoc analysis as requested by the underwriter in preparation of the preliminary official statement.

Participation in Presentations to City Council or other Public Forums

1. P3Works will prepare and present information as requested to the City Council or any other public forum.

BASIC DISTRICT ADMINISTRATION SERVICES

MONTHLY COLLECTION FEES WILL BEGIN ONCE ASSESSMENTS ARE LEVIED

If no bonds are sold:

Monthly Fee = \$1,500 beginning the first of the month following execution of this Agreement for the first improvement area; and \$1,000 per month for each improvement area thereafter. (Proration will occur for any partial month if not begun on the 1st day of the month.)

If bonds are sold:

Monthly Fee amounts will be \$2,500 for the first improvement area beginning the first month following the issuance of bonds; and \$1,250 per month for each improvement area thereafter.

For PIDs that P3Works did not create: Monthly Collection Fees will not begin until the first Annual SAP Update is drafted by P3Works and approved by Council, therefore all work completed to that point will be billed hourly.

See Section below related to “Consulting Services Relating to Future Improvement Areas and related Bond Issuance” for hourly fees if bonds are contemplated.

Prepare Annual Service and Assessment Plan Update

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
3. Update annual District assessment roll.
4. Identify parcel subdivisions, conveyance to owners' associations, changes in land use, and any other information relevant to the levy of special assessments.
5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
6. Identify any parcels dedicated to any property types classified as exempt by the service and assessment plan.
7. Update District database with newly subdivided parcels and property type classifications.
8. Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement, administration expenses, and any provisions for delinquency or prepayment reserves.
9. Calculate other funds available, such as reserve fund income, capitalized interest, and interest income. Reduce annual assessment based on findings according to approved service and assessment plan.
10. Present preliminary annual assessment roll to City. Upon approval by City, submit final annual assessment roll to County Tax Collector.

Administration of Bond Funds (if bonds are sold)

1. Review and reconcile the account statements for the funds maintained by the trustee. Ensure annual special assessment calculation is compliant with Indenture as it relates to each fund.
2. Provide annual summary of all District accounts maintained by Trustee at the time the annual service and assessment plan update is performed.

Provide Public Information Request Support

1. If requested, P3Works will respond to any calls and or emails relating to the District. P3Works will only provide technical answers relating to the annual assessments or the District generally. P3Works will not provide any commentary on City policy relating to PIDs.
2. If the City receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, P3Works will review and provide a written response to the City. If a calculation error occurred, P3Works will take corrective action as required to correct the error.

Delinquency Management

1. After the end of the annual assessment installment collection period, P3Works will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.
2. P3Works will notify the City what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District bond documents.

Website Setup

1. Prepare website database searchable by property tax ID for use by property owners, title companies, mortgage companies, or other interested parties. The search results will provide assessment information, including outstanding principal, annual installment amount, payment information, and a breakdown of the assessment installment by use (principal, interest, reserve fund accounts, administrations, etc.)
2. Prepare "District Information" page for website. Information will include a background of the District formation and bond issuance process, District boundary map, and description of improvements. In additions, P3Works will provide a link to District documents.

DISTRICT ADMINISTRATION SETUP SERVICES

\$7,500 One Time Lump Sum Fee

1. Prepare District Administration Manual
2. P3Works will review the full bond transcript and identify all requirements of the City relating to District administration and/or disclosure requirements.
3. Prepare written summary of all City administration and disclosure requirements.
4. Prepare calendar of all relevant dates and deadlines for District administration and disclosure requirements.
5. Meet with County Assessor's office to establish procedure for obtaining parcel information for assessment roll.
6. Meet with County Tax Office to establish procedure to include District assessment roll on property tax bill.
7. Meet with City representatives to finalize policies and procedures relating to District Administration.

ADDITIONAL DISTRICT SERVICES

Billed at P3Works' prevailing hourly rates, which are currently as follows:

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

**P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel will be billed at the hourly rates.*

Continuing Disclosure Services

1. P3Works will prepare the form of the annual report as required by the continuing disclosure agreements and work with the City and the Developer to complete.
2. P3Works will request from developer the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement; including Seller's Disclosures.
3. Upon notification by any responsible party or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the disclosure agreements.
4. P3Works will coordinate with the Trustee to disseminate the annual reports, quarterly reports from the developer, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the continuing disclosure agreement.

Developer Payment Request Administration

1. P3Works will review all developer payment requests to ensure the request complies with the PID Financing Agreement, the District service and assessment plan, and any other relevant provisions contained in the District documents.
2. P3Works will audit the developer payment request to ensure there is proper backup documentation and that the accounting is accurate.
3. P3Works will coordinate with the City's designated representative to ensure the improvements were built to the standards of the accepting governing body.
4. P3Works will ensure improvements to be dedicated are free and clear of all liens and encumbrances.

Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to City)

1. P3Works will update the Service and Assessment Plan to comply with Bond documents.
2. P3Works will prepare an updated Assessment Roll including the future Improvement Area
3. P3Works will coordinate with City's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
4. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

Development Agreement Review Specific to the PID Boundary

1. Participate in meetings or calls at City Manager's, or his/her designee, direction.
2. Review and comment on Development Agreement drafts.
3. Prepare Ad hoc analysis as requested.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 6, 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 that 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 a public ROW and therefore not require a dedicated easement, so portions of the existing easement can be vacated.

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

EXHIBIT NO. 1



*Base
Line*
Land Surveyors, Inc.
8000 Anderson Square Road
Suite 101
Austin, Texas 78757
Office: 512.374.9722

METES AND BOUNDS DESCRIPTION

BEING 1.179 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 at a calculated point for the northwest corner of said 6.36 acre public utility easement, being in the west line of said 69.21 acre tract, and being in the easterly right-of-way line of Johnson Road (R.O.W. varies), from which a 1/2" rebar found for a point of curvature in the west line of the 69.21 acre tract and the easterly right-of-way line of said Johnson Road, bears North 27°17'32" East (record – North 29°47'57" East) a distance of 31.32 feet [Point of Beginning Coordinates: Northing=10,112,170.02; Easting= 3,182,967.97];

THENCE crossing through the 69.21 acre tract and along the northerly lines of the 6.36 acre public utility easement the following seven (7) courses:

1. South 69°33'04" East a distance of 151.57 feet (record - South 67°04'01" East a distance of 151.57 feet) to a calculated point;
2. South 27°44'05" West a distance of 124.66 feet (record - South 30°00'00" West a distance of 124.66 feet) to a calculated point;
3. South 62°26'53" East a distance of 853.18 feet (record - South 60°00'00" East a distance of 853.18 feet) to a calculated point for a point of curvature;
4. Along a non-tangential curve to the right having a radius of 60.00 feet (record – 60.00 feet), an arc length of 5.07 feet (record– 5.07 feet), a delta angle of 04°50'35" (record - 04°50'38"), and having a chord which bears South 17°56'57" West a distance of 5.07 feet (record – South 20°23'50" West a distance of 5.07 feet) to a calculated point;
5. South 62°26'53" East a distance of 100.47 feet (record - South 60°00'00" East a distance of 100.47 feet) to a calculated point
6. North 27°33'06" East a distance of 103.97 feet (record - North 30°00'00" East a distance of 103.97 feet) to a calculated point
7. South 19°15'02" East (record - South 16°48'09" East) a distance of 56.86 feet to a calculated point;

THENCE South 27°33'07" West, 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 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 six (6) courses:

1. North 62°26'53" West (record - North 60°00'00" West) a distance of 41.45 feet to a calculated point;
2. North 27°33'06" East a distance of 137.50 feet (record - North 30°00'00" East a distance of 137.50 feet) to a calculated point;
3. North 62°26'53" West a distance of 100.47 feet (record - North 60°00'00" West a distance of 100.47 feet) to a calculated point for a point of curvature;
4. Along a non-tangential curve to the right having a radius of 60.00 feet (record – 60.00 feet), an arc length of 5.07 feet (record– 5.07 feet), a delta angle of 04°50'35" (record - 04°50'38"), and having a chord which bears South 37°09'17" West a distance of 5.07 feet (record – South 39°36'10" West a distance of 5.07 feet) to a calculated point;
5. North 62°26'53" West a distance of 853.18 feet (record - North 60°00'00" West a distance of 853.18 feet) to a calculated point;
6. North 44°02'50" West a distance of 62.76 feet (record - North 41°35'57" West a distance of 62.76 feet) to a calculated point

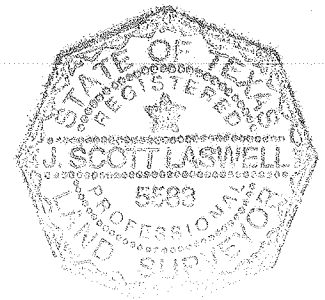
THENCE North 62°38'53" West (record - North 60°12'00" West), continuing through the 69.21 acre tract, along the southerly line of the 6.36 acre public utility easement, and crossing through the 6.36 acre public utility easement, a distance of 89.95 feet to a calculated point in the west line of the 6.36 acre public utility easement, the west line of the 69.21 acre tract, and being in the easterly right-of-way line of Johnson Road;

THENCE North 27°17'32" East (record – North 29°47'57" East), along the west line of the 6.36 acre public utility easement, the west line of the 69.21 acre tract, and the easterly right-of-way line of Johnson Road, a distance of 111.42 feet to the POINT OF BEGINNING.

This parcel contains 1.179 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 1/11/15
J. Scott Laswell Date
Registered Professional Land Surveyor
State of Texas No. 5583



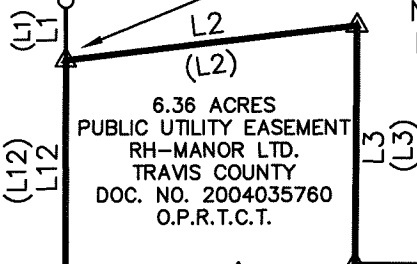
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Drawing: S:\Projects\Stonewater\Dwg\Partial PUE Vacation 2.dwg

JOHNSON ROAD (R.O.W. VARIES)

POINT OF BEGINNING

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

MATCHLINE SHEET 4
SHEET 3



N: 10,112,170.02
E: 3,182,967.97

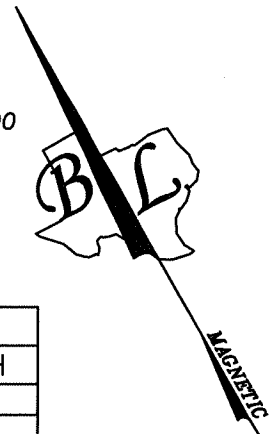
6.36 ACRES
PUBLIC UTILITY EASEMENT
RH-MANOR LTD.
TRAVIS COUNTY
DOC. NO. 2004035760
O.P.R.T.C.T.

(S 60°00'00" E 853.18')
S 62°26'53" E 853.18'

1.179 ACRES

N 62°26'53" W 853.18'
(N 60°00'00" W 853.18')

GRAPHIC SCALE



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

JOHNSON ROAD (R.O.W. VARIES)

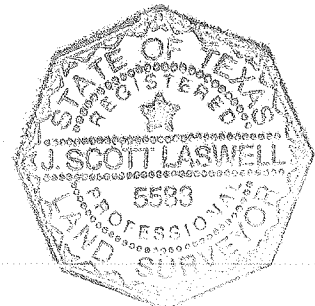
S 27°17'32" W 627.02'
(S 29°47'57" W)

*GREENBURY GATES
SURVEY NO. 63*

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

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 27°17'32" E	31.32'
(L1)	N 29°47'57" E	
L2	S 69°33'04" E	151.57'
(L2)	S 67°04'01" E	151.57'
L3	S 27°44'05" W	124.66'
(L3)	S 30°00'00" W	124.66'
L4	S 62°26'53" E	100.47'
(L4)	S 60°00'00" E	100.47'
L5	N 27°33'06" E	103.97'
(L5)	N 30°00'00" E	103.97'
L6	S 19°15'02" E	56.86'
(L6)	S 16°48'09" E	
L7	N 62°26'53" W	41.45'
(L7)	N 60°00'00" W	
L8	N 27°33'06" E	137.50'
(L8)	N 30°00'00" E	137.50'
L9	N 62°26'53" W	100.47'
(L9)	N 60°00'00" W	100.47'
L10	N 44°02'50" W	62.76'
(L10)	N 41°35'57" W	62.76'
L11	N 62°38'53" W	89.95'
(L11)	N 60°12'00" W	
L12	N 27°17'32" E	111.42'
(L2)	N 29°47'57" E	

*S. Scott Laswell
11/11/19*



SKETCH TO ACCOMPANY FIELD NOTES OF 1.179 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\Drawg\Partial PUE Vacation Part 2.dwg	
Job No.	Layer State:
Scale (Hor.): 1"=100'	Scale (Vert.):
Date: 01/11/19	Checked By: RLW Drawn By: JSL

SHEET
03 of 04

JOHNSON ROAD (R.O.W. VARIES)

J

MATCHLINE SHEET 3 SHEET 4

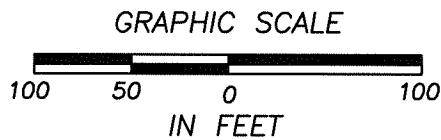
69.21 ACRES
CONTINENTAL HOMES OF TEXAS, L.P.
DOC. NO. 2015058068
O.P.R.T.C.T.

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

(S 60°00'00" E 853.18')
S 62°26'53" E 853.18'

1.179 ACRES

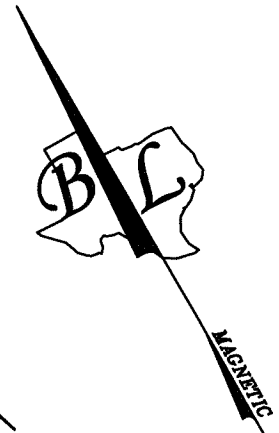
N 62°26'53" W 853.18'
(N 60°00'00" W 853.18')



GREENBURY GATES
SURVEY NO. 63

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

1.062 ACRE
PARTIAL VACATION
OF 6.36 ACRES
PUBLIC UTILITY EASEMENT
RH-MANOR LTD.
TRAVIS COUNTY
DOC. NO. 2004035760
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

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	60.00	5.07	04°50'35"	S 17°56'57" W	5.07
(C1)	60.00	5.07	04°50'38"	S 20°23'50" W	5.07
C2	60.00	5.07	04°50'35"	S 37°09'17" W	5.07
(C2)	60.00	5.07	04°50'38"	S 39°36'10" W	5.07

SKETCH TO ACCOMPANY FIELD NOTES OF 1.179 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\Dwg\Partial PUE Vacation Part 2.dwg	
Job No.	Layer State:
Scale (Hor.): 1"=100'	Scale (Vert.):
Date: 01/11/19	Checked By: RLW Drawn By: JSL

SHEET
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