

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
FOR LANZOLA DEVELOPMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR LANZOLA DEVELOPMENT (this “**First Amendment**”) is dated effective _____, 2026 (the “**Amendment Effective Date**”), and is entered into between the CITY OF MANOR, a Texas home-rule municipal corporation (the “**City**”) and LanZola Reserves LLC, a Texas limited liability company (the “**Owner**”). The City and the Owner are sometimes referred to as a “**Party**” and collectively herein as the “**Parties**.”

RECITALS:

A. City and Owner previously entered into that certain Development Agreement for LanZola Development dated effective February 15, 2023 (the “**Agreement**”), for that certain mixed-used master-planned project located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement.

B. Owner owns the Property, as defined in the Agreement located in Travis County, Texas.

C. Owner desired to reserve a portion of the Property for a future public school or community use consisting of a parcel of land approximately 14 to 15 acres, located in Travis County, Texas, as depicted in **Exhibit F** attached hereto and incorporated herein for all purposes (the “**Parcel**”) and made a part of the Agreement. The Parcel is located within the City’s extraterritorial jurisdiction (“**ETJ**”) and not within the ETJ or corporate limits of any other municipality.

D. The City and Owner desire to modify and amend the Agreement in certain respects, as more particularly set forth in this First Amendment, for purpose of providing water service, using the Parcel for a public use and related matters.

E. This First Amendment is entered into pursuant to the provisions of the City Charter and applicable Texas law including, without limitation, Texas Local Government Code, Section 212.172.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner hereby agree as follows:

(1) Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this First Amendment to the same extent as if set forth herein in full.

(2) Capitalized Terms. All capitalized terms in this First Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

(3) Purpose, Benefits, Authority, Term, Termination and Public Land. Article II. of the Agreement is amended to read as follows:

(a) The heading for Article II. is hereby deleted in its entirety and is replaced to read as follows:

**“Article II.
Purpose, Benefits, Authority, Term, Termination and Public Land”**

(b) Section 2.01. is hereby deleted in its entirety and is replaced to read as follows:

“2.01. Purpose. The Property is proposed for development as mixed-use residential community or manufactured home park, school, community center and commercial/retail site, with no more than 600 dwelling units. Owner shall reserve the Parcel for a future public school and/or community use. The parties agree that if the Parcel is used as a school, the school shall have areas within in it that can be used by the community when the school is not in session, such as the playgrounds, library and an area designated for community events. Owner acknowledges that City will work with the school district to have the school accessible for community events, but City is unable to guarantee accessibility for use by the community. Owner will subdivide, if applicable, and develop the Property at the Owner’s expense in accordance with this Agreement, the plans and specifications approved by the City, good engineering practices, and the Applicable Regulations as defined in Section 4.01(b) of this Agreement. The City and Owner further want to provide for the Owner to design and construct a wastewater extension line connecting into the City’s planned wastewater main for wastewater services for use by the Property; a watermain connecting to the City’s water system for water services for use by the Property; and other development actions by both Parties.”

(c) Section 2.02. is hereby deleted in its entirety and is replaced to read as follows:

“2.02. General Benefits. Owner will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the services that will be made available to the Property pursuant to the terms of this Agreement. The City will provide wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Upon the approval of the water transfer agreement by the Public Utility Commission (PUC) in accordance with the terms in this Agreement, the City will provide water service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Owner has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; (b) the establishment of regulations applicable to the development of the Property; and (c) the wastewater and water services that will be made available to the Property pursuant to the terms of this Agreement. The City will benefit from this Agreement

by virtue of its control over the development standards for the Property and by virtue of extension of its wastewater and water systems, wastewater and water impact fees, and potential tax revenue. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City. The City, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.”

(d) Article II. is hereby amended by adding Section 2.05 to read as follows:

“2.05. Public Land. The Parcel consisting of approximately 14 to 15 acres shall be dedicated for a public school and/or community use. Owner shall convey the Parcel, in whole or in part, by deed to the City, in a form acceptable to the City and free of liens. After the City’s approval of the final plat for the Property or approval of the final plat for the portion of the Property in which the Parcel is contained. Concurrently with the recording of the applicable final plat, Owner and City agree to enter into an Escrow Agreement for the placement in escrow of the deed with a title company acceptable to the parties. Owner and City shall determine the final acreage, which shall not exceed 15 acres, to be conveyed to the City based on the viability of the Project and feasibility of the development determined by Owner before the City approves the final plat for the Property. The deed shall be recorded by the title company upon the issuance of a permit for water service or commencement of water service to the first dwelling unit on the Property.”

(4) Annexation. Section 3.01 is hereby deleted in its entirety and is replaced to read as follows:

“3.01. Annexation. Owner consents to voluntarily request that the City approve annexation of the Property after site plan, platting, and construction plans for the residential development of the Property are approved, and before the City is required to begin retail water service to the development, subject to the Property being contiguous to the City Limits. An annexation petition in a form substantially similar to that set forth in **Exhibit C** voluntarily requesting annexation of the Property will be executed by the Owner and submitted to the City within ten business (10) days after the approval of the site plan, final plat, and construction plans for the residential development of the Property. The City will process the petition within sixty (60) days of receiving Owner’s annexation petition. The Owner accepts and agrees to execute the Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor attached as **Exhibit D** (the “Services Agreement”) as good, sufficient and acceptable services for the Property. The Property will be annexed into the corporate limits of the City in accordance with the provisions of this Agreement, subject to the discretion of the City Council of the City and in compliance with the applicable notice and hearing requirements. If Owner fails to present to the City a petition for the annexation of the Property signed by the landowner of the Property as provided in this section or fails to actively support the annexation the City shall not be required to begin retail water service to the Property and may terminate this Agreement. However, if the City is unable to annex the Property before retail water service is required, the City shall consider a waiver

from the annexation requirement to provide wastewater and water utility services to the Property. If a waiver is provided the Owner shall not withdraw the voluntary annexation petition, so that the City can process the petition as soon as City is able to annex the Property.”

(5) Development of the Property. Article IV. of the Agreement is amended to read as follows:

(a) Section 4.02 is hereby deleted in its entirety and is replaced to read as follows:

“4.02. Zoning. Owner intends to zone the Property neighborhood business, manufactured housing and community/institutional uses. The City agrees to proceed with the zoning of the Property subject to the process, notices, hearings and procedures applicable to all other properties within the City, with such process to be commenced upon receipt of the annexation petition described in Section 3.01 and receipt of a zoning application that complies with this Agreement and the Applicable Regulations, with no zoning application fees being required provided that the City Council will not take final action on the zoning application until the Property is annexed into the city limits. If the Owner submits a zoning application to zone the Property something other than as provided for in this Section, then Owner shall pay all required fees. The Property will have no more than 600 manufactured homes or residential units, commercial/retail development fronting Sparks Rd, and an approximately 14 to 15 acre tract conveyed to the City of Manor for use as a public school, a community center and/or emergency services.”

(b) Sections 4.06 and 4.07 Community Facilities. are deleted in their entirety and replaced to read as follows:

“4.06. Community Facilities. Owner and City agree that Exhibit B shall be revised and shall replace the Exhibit B in the Agreement once the size of the Parcel is determined. Owner and City further agree that an amendment to the Agreement will not be necessary as long as both parties agree with the new Exhibit B which shall be signed and dated by Owner and City once finalized.”

(5) Water. Article V. of the Agreement is amended to read as follows:

(a) The heading for Article V. is hereby amended to read as follows:

**“Article V.
Wastewater and Water Service”**

(b) Section 5.05 through 5.10 are hereby added to Article V. to read as follows:

“5.05. Watermain Extension Line Project. The Watermain Extension Line Project consists of an extension of a watermain line (the “Watermain Extension Line”) from a proposed connection along a route generally shown on **Exhibit G** and all the appurtenant facilities and equipment reasonably required to operate the Watermain Extension Line (the

“Watermain Extension Line Project”). The construction of the Watermain Extension Line Project will comply with the Applicable Regulations, plans and specifications approved by the City, this Agreement, and good engineering practices.

5.06. Timely Construction of Watermain Extension Line Project. Owner shall design, construct, install and obtain City acceptance of the Watermain Extension Line in accordance with the terms and conditions of this Agreement. No final plat of the Property will be recorded until the Watermain Extension Line Project is completed by the Owner. However, the City will accept the construction of the Project to occur concurrently with the construction of the Watermain Extension Line Project. Dedication and acceptance of the Watermain Extension Line is governed by the Applicable Regulations. The City agrees that it will not unreasonably deny, delay, or condition its acceptance of the Watermain Extension Line. From and after the City’s final acceptance of the Watermain Extension Line, the City will own, operate and maintain the Watermain Extension Line and will be responsible for all costs associated with it, except as otherwise provided by the Applicable Regulations or this Agreement.

5.07. Oversizing of Watermain Extension Line.

(a) City, at its discretion, may require the oversizing of the Watermain Extension Line. City must exercise this right during or before plan review. The City may exercise this right before or after the Owner has submitted design plans for the Watermain Extension Line, if such request by the City does not materially impact the Owner’s schedule and costs. Owner will be responsible for the costs associated with providing the appropriately sized Watermain Extension Line to the development and City will be responsible for the costs associated with any oversizing required by the City. The City shall pay Owner for the oversizing cost by paying Owner during the construction of the watermain based on progress claim invoices within thirty (30) days of the issuance of the progress claim invoice.

(b) If the City requires the Watermain Extension Line to be oversized, the construction contract for the Watermain Extension Line will be bid (publicly or privately, as appropriate) with alternate bids being required for Watermain Extension Line sized to serve the Property as required by the Applicable Regulations (“Alternate #1”) and the larger-sized Watermain Extension Line required by the City (“Alternate #2”), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Watermain Extension Line. Prior to bidding, the Owner must provide the City Engineer with a copy of the documents soliciting the bids. Within fifteen (15) business days, the City Engineer will review the description of the utility infrastructure for compliance with this Agreement and notify the Project Engineer of any corrections to be made.

(c) After bids are received, the Project Engineer will provide the City Engineer and the City’s purchasing agent with copies of the bids. Within ten (10) business days of receipt of the bids, the City Engineer shall evaluate the alternate bids to determine whether the bids are fair and balanced and will notify the Project Engineer and the purchasing agent that (i) the bids are approved; or (ii) the bids are rejected due to being

unbalanced or skewed. If the City Engineer rejects the bids, the Project Engineer will cause the bids to be corrected and resubmitted to the City Engineer. The City Engineer will review the corrected bids and either approve the bids or reject the bids and seek additional corrections in accordance with the procedures set forth in this subsection (c) or submit the bid to the City Council for approval.

(d) The oversizing costs will be the difference between the dollar amount of the approved bid for Alternate #1 and the dollar amount of the approved bid for Alternate #2; provided that all such sums and amounts have been paid by Owner and are reasonable, necessary and documented to and approved by the City Engineer.

5.08. Water Service.

(a) Service Connections. Upon completion of the Watermain Extension Line Project and acceptance of the Watermain Extension Line Project by the City, the City will provide water service to the Property, and will approve direct connections for each residential and commercial unit or structure to the City's water system upon a Certificate of Occupancy being issued for the unit or structure and provide water service for the commercial unit or structure on the same terms and conditions as provided to all other areas of the City. It is the intent of the parties to have water service available to the Property by December 2026, however the parties agree that the City will provide water service to Owner even if the construction of the watermain is completed after December 2026 provided that all infrastructure required to serve the Property has been constructed. As used in this Agreement, "direct connection" means a water service line that is directly connected to the Watermain Extension Line Project.

(b) Payment of Water Impact Fees. The City shall waive Water Impact Fees to the Owner for water service for residential structures. For commercial structures the Owner shall be responsible for payment of Water Impact Fees. Water Impact Fees for commercial structures shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following: (a) the date construction of the building or structure is first commenced, (b) or the date water service is requested for the lot, tract or parcel of land.

(c) Easements.

(i) During the design phase of the Watermain Extension Line Project, the City shall identify any water easements on Owner's property required to be conveyed to the City. Owner shall convey to the City at no cost to the City the easements reasonably required and to the extent possible, free and clear of all liens and encumbrances, within thirty (30) days of written request by the City, using forms acceptable to the City in order for the City to own, operate and maintain the Watermain Extension Line once the City accepts the Watermain Extension Line.

(ii) City and Owner agree that easements on neighboring

properties are required to complete the Watermain Extension Line Project as depicted in **Exhibit G** which provides the route of the Watermain Extension Line. City agrees to negotiate and acquire the necessary easements required for Owner to construct the Watermain Extension Line Project at no cost to Owner. To the extent possible, the easements shall be free and clear of all liens and encumbrances using forms acceptable to the City. The City will determine whether to use condemnation proceedings to obtain the necessary easements needed. City shall be responsible for all costs associated with the easement acquisition whether the easements are obtained through negotiations or condemnation proceedings.

(d) Water Service Construction Obligations. Unless otherwise provided in this Agreement, Owner shall be responsible for the engineering and construction of the Watermain Extension Line Project and all water lines, infrastructure and facilities necessary to serve the Property at Owner's sole cost and expense. The City shall grant Owner access and use of the easements acquired by the City to construct the Watermain Extension through the use of a license agreement in a form as provided in **Exhibit H** attached hereto and incorporated herein as if fully set forth (the "License Agreement"). City and Owner shall enter into and execute the License Agreement thirty (30) days after the City acquires all necessary easements for the construction of the Watermain Extension Line Project.

5.09. Water Capacity Reservation.

(a) The City agrees to reserve sufficient water capacity for the Property to support:

(i) 550 Living Unit Equivalents (LUEs), including fire flow requirements;

(ii) 4 acres of commercial development (approximately 110 LUEs); and

(iii) A future public school or community site (approximately 55 LUEs).

(b) This capacity shall be reserved exclusively for the Property until the completion of the construction of the whole development of the Property.

(c) Owner agrees that it will not sell or transfer any of the LUE allocations included in this Agreement for use outside of the Property.

(d) The Parties agree that if for the reasons stated in this Agreement, this Agreement is terminated, the water LUEs allocated to this development or any remaining water LUEs allocated for this development will cease to be reserved.

5.10. Certificate of Convenience and Necessity (CCN) Transfer. The Owner will negotiate and finalize an agreement between Aqua Water Supply Corporation (“Aqua”) and the City to transfer the Property from Aqua’s CCN to the City’s CCN pursuant to and in accordance with Texas Water Code Section 13.248 in a form acceptable to and approved by the City on or before the City’s approval of the final plat of the project. Owner shall submit a CCN transfer agreement request to the Public Utility Commission of Texas (“PUC”) and agrees to diligently pursue obtaining approval of the CCN transfer agreement for the project. Owner shall be responsible for all costs of obtaining PUC approval of the CCN transfer including costs incurred by the City in support and approval of the transfer agreement between Aqua and the City. Owner and City shall enter into a separate deposit agreement to cover the costs incurred by the City prior to City reviewing and approving the transfer agreement with Aqua. If the Owner and Aqua settle on an amount to be paid to Aqua in order to obtain approval of the CCN transfer in accordance with a CCN transfer agreement in a form mutually acceptable to Aqua and the City, Owner shall be responsible for all amounts due and payable to Aqua required to obtain Aqua’s approval of the CCN transfer agreement.”

(6) Watermain Line Project. Article VI. of the Agreement is amended to read as follows:

(a) The heading for Article VI. is hereby amended to read as follows:

**“Article VI.
Engineer for the Property, Wastewater Line Project and Watermain Line Project”**

(b) Section 6.03 is hereby added to read as follows:

“6.03. Watermain Extension Line Project Engineer. The Project Engineer will act as the engineer for the Watermain Extension Line Project. The Project Engineer will prepare the design, construction plans and specifications, and supporting documentation for the Watermain Extension Line Project to be constructed and installed by Owner in accordance with good engineering practices, the design and construction standards of the Applicable Regulations and this Agreement.”

(7) Use of City’s sales tax exemption. City hereby agrees that Owner shall be allowed to utilize the City’s sales tax exemption for certain purchases related to the construction of the City-authorized public infrastructure consisting of the Watermain Extension Line Project within the Property and extending to adjacent properties as depicted in **Exhibit G** on the following terms:

(a) City shall be responsible for placing all orders for materials and services directly related to the construction or improvement of the Watermain Extension Line Project within the Property and extending to adjacent properties as depicted in **Exhibit G** in an amount not to exceed \$ 430,000.00 in accordance with Texas State Comptroller Rule 3.291. If Owner has not timely reimbursed the City or paid a previous invoice, City

reserves the right to withhold placement of any further orders for materials and services until the City has been reimbursed or a previous invoice has been paid.

(b) Owner agrees that all labor, materials, supplies and equipment will be completely consumed at the project jobsite for the Watermain Extension Line Project.

(c) Owner understands that Owner will be liable for payment of sales and use taxes which may become due for failure to comply with the provisions of the Texas Tax Code.

(d) Owner further understands that it is a criminal offense to give an exemption to a contractor for taxable items that Owner knows, at the time of purchase, will be used in a manner other than that expressed in this Agreement and depending on the amount of tax evaded, the offense may range from a Class B misdemeanor to a felony of the second degree.

(e) Owner shall be responsible for paying all invoices associated with such purchases.

(f) City agrees to allow Owner to utilize the City's sales tax exemption for these purchases, in accordance with applicable state, federal and local laws.

(g) Owner shall reimburse City or pay vendors directly, as determined by the City's procurement procedures.

(h) All purchases must be pre-approved by the City and used solely within the Watermain Extension Line Project.

(8) Ratification of Agreement/Conflict. All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this First Amendment. To the extent there is any inconsistency between the Agreement and this First Amendment, the provisions of this First Amendment shall control.

(9) No Waiver. Neither City's nor Owner's execution of this First Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

(10) Governing Law. This First Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

(11) Signatory Warranty. The signatories to this First Amendment warrant that each has the authority to enter into this First Amendment on behalf of the organization for which such signatory has executed this First Amendment.

(12) Interpretation. This First Amendment has been jointly negotiated by the Parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this First Amendment.

(13) Verifications of Statutory Representations and Covenants. Owner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this First Amendment shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this First Amendment, notwithstanding anything in this First Amendment to the contrary.

(a) Not a Sanctioned Company. Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this First Amendment. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this First Amendment. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this First Amendment. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

(14) Entire Agreement. The Parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said Parties. The Parties hereto agree and understand that this First Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

(15) Counterparts. This First Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

(16) Exhibits. The following exhibits are attached hereto, incorporated herein for all purposes, and if applicable, replace the corresponding version of such exhibits in the Agreement, in accordance with the terms of this First Amendment:

Exhibit F – 14 to 15 acre pParcel
Exhibit G – Watermain Extension Line Project
Exhibit H – Form of License Agreement

[Signature pages follow]

DRAFT

EXECUTED in multiple originals, and in full force and effect as of the First Amendment Effective Date.

CITY:

CITY OF MANOR, TEXAS,
a Texas home-rule municipal corporation

By: _____
Name: Dr. Christopher Harvey
Title: Mayor

Attest:

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

Approved as to form:

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

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2026, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

OWNER:

LANZOLA RESERVES LLC, a Texas corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2026, by _____, _____ of LanZola Reserves, LLC, a Texas corporation, on behalf of said corporation.

(SEAL)

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
Property Description

DRAFT

**JAMES E. GARON
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS
& CIVIL ENGINEERS

185 McAllister Road
Bastrop, Texas 78602
512-303-4185
Survey Firm #10058400
Engineering Firm #F-20368
jgaron@austin.rr.com

November 25, 2020

LEGAL DESCRIPTION: BEING A 137.022 ACRE TRACT OF LAND LYING IN AND BEING SITUATED OUT OF THE GREENBERRY GATES SURVEY, ABSTRACT 315 IN TRAVIS COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 136 2/3 ACRE TRACT OF LAND CONVEYED TO JAMES A. SPARKS BY EXECUTOR'S DEED RECORDED IN VOLUME 13164, PAGE 146 REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 137.022 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN NOVEMBER, 2020:

BEGINNING at a fence corner post found in the southerly margin of Sparks Road for the northwest corner hereof and the northeast corner of that certain 10.13 acre tract of land conveyed to Elsa Sorenson and Alan Sorenson by deed recorded in Volume 11950, Page 120 of said real property records;

THENCE S 62°34'18" E a distance of 2331.36 feet along Sparks Road to a 1/2" iron rod found at fence corner for the northeast corner hereof and the northwest corner of that certain 11.056 acre tract of land conveyed to Charles D. Selman by instrument #2003278955 of said real property records;

THENCE S 27°09'54" W a distance of 1542.55 feet to a 1/2" iron rod found for angle point and S 25°53'40" W a distance of 84.89 feet to a 1/2" iron rod found for the southwest corner of said Selman 11.056 acre tract and the northwest corner of that certain 13.69 acre tract of land conveyed to Nicolas Carbajal and Mary Yolanda Carbajal by instrument #2012122081 of said real property records;

THENCE S 26°00'23" W a distance of 527.62 feet to a 1/2" iron rod found for angle point and S 26°11'52" W a distance of 394.09 feet to a 3" iron pipe found for the southeast corner hereof and the northeast corner of Lot 17, Block "A", Kimbro Creek Estates Section Two as recorded by plat in document #200200073 of said real property records;

THENCE N 62°25'24" W a distance of 741.41 feet to a 1/2" iron rod with cap stamped "Carson Bush" found for the common corner of Lots 17 & 18, Block "A", Kimbro Creek Estates Section Two and N 62°25'41" W a distance of 742.18 feet to a 1/2" iron rod found for the northwest corner of Lot 18 and the northeast corner of that certain 19.874 acre tract of land conveyed to Bulmero Almanza and Esperanza Alonso by instrument #2018172431 of said real property records;

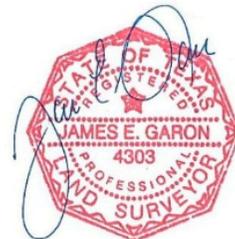
THENCE N 62°29'15" W a distance of 879.09 feet to a 5/8" iron rod found for the southwest corner hereof and the southeast corner of that certain 3.15 acre tract of land conveyed to Bulmero Almanza and Esperanza Alonso by instrument #2014036870 of said real property records;

THENCE with the west line hereof the following nine (9) calls:

1. N 27°01'35" E a distance of 126.46 feet to a 5/8" iron rod found for the southeast corner of that certain 4.565 acre tract of land conveyed to Sharon Elizabeth Pearce Boecker by instrument #2014036869 of said real property records;
2. N 27°20'15" E a distance of 89.76 feet to a 5/8" iron rod with cap stamped "WC-CMN 4453" found for the southeast corner of that certain 4.50 acre tract of land conveyed to Arthur Daniel Boecker by instrument #201114983 of said real property records;
3. N 27°17'22" E a distance of 174.29 feet to a 5/8" iron rod found for the southeast corner of that certain 7.063 acre tract of land conveyed to Betty Boecker by instrument #2015141383 of said real property records;
4. N 27°18'26" E a distance of 274.03 feet to a 5/8" iron rod found for the southeast corner of that certain tract of land conveyed to J.T. Milburn by instrument #201614058 of said real property records;
5. N 27°17'05" E a distance of 411.04 feet to a 5/8" iron rod with cap stamped "WC-CMN 4453" found for the southeast corner of that certain 1.4107 acre tract of land conveyed to Armando Rodriguez by instrument #2018041132 of said real property records;
6. N 27°12'49" E a distance of 149.14 feet to a 5/8" iron rod with cap stamped "WC-CMN 4453" found for the southeast corner of that certain 1.4107 acre tract of land conveyed to Elsa Mae Sorensen by instrument #2015159742 of said real property records;
7. N 27°01'31" E a distance of 145.45 feet to a 5/8" iron rod found for the southeast corner of that certain 4.500 acre tract of land conveyed to Elsa Mae Sorensen by instrument #2012095347 of said real property records;
8. N 27°22'44" E a distance of 510.02 feet to a 5/8" iron rod with cap stamped "WC-CMN 4453" found for the southeast corner of said Sorensen 10.13 acre tract;
9. N 27°54'05" E a distance of 663.62 feet to the **POINT OF BEGINNING**, containing 137.022 acres of land, more or less and as shown on map of survey prepared herewith.

Surveyed by:

James E. Garon
Registered Professional Land Surveyor
co\Travis\surveys\Greenberry Gates
A315\76319



DRAFT

Exhibit F
14 to 15 Acre Parcel
Public School/Community Area

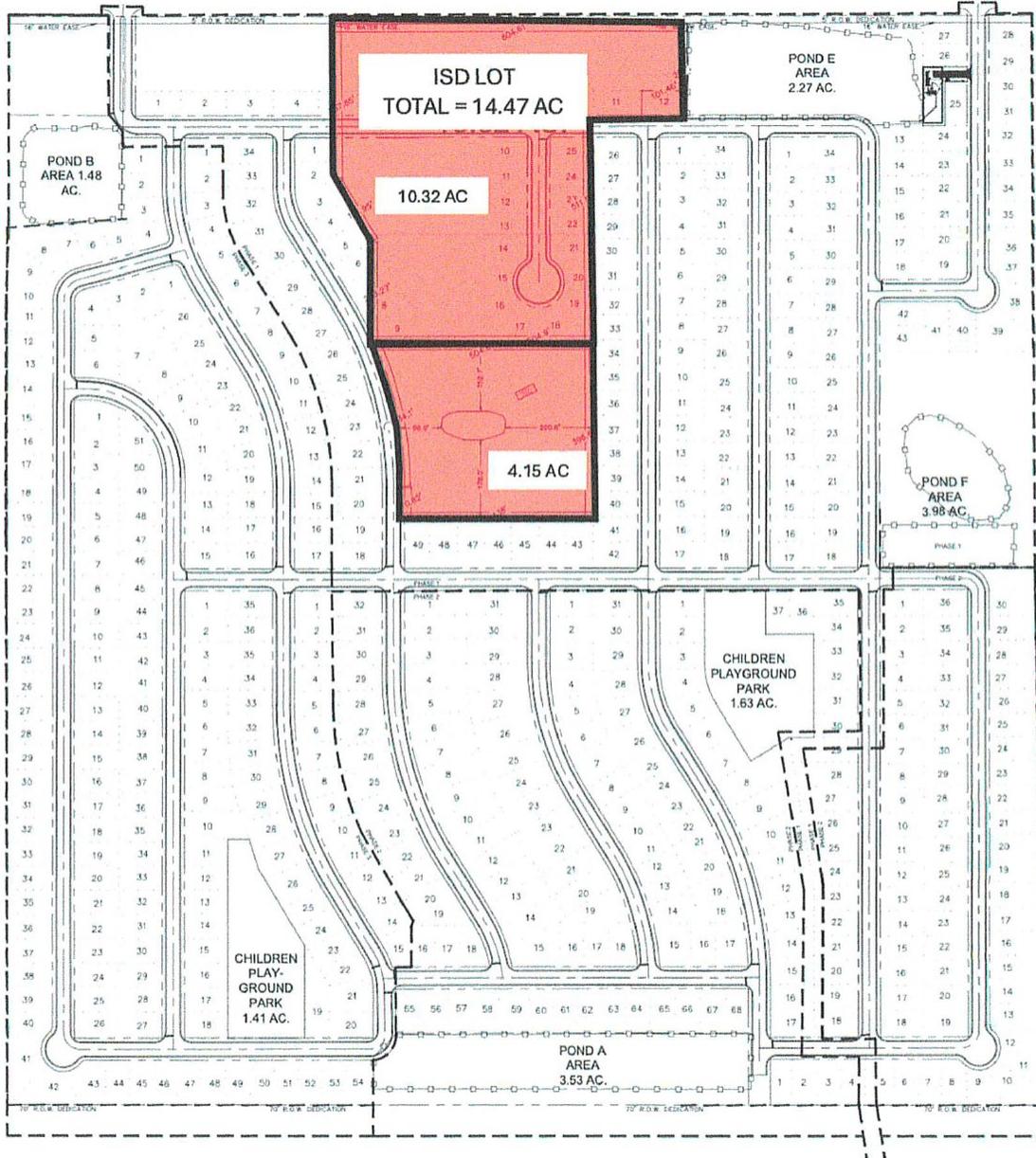
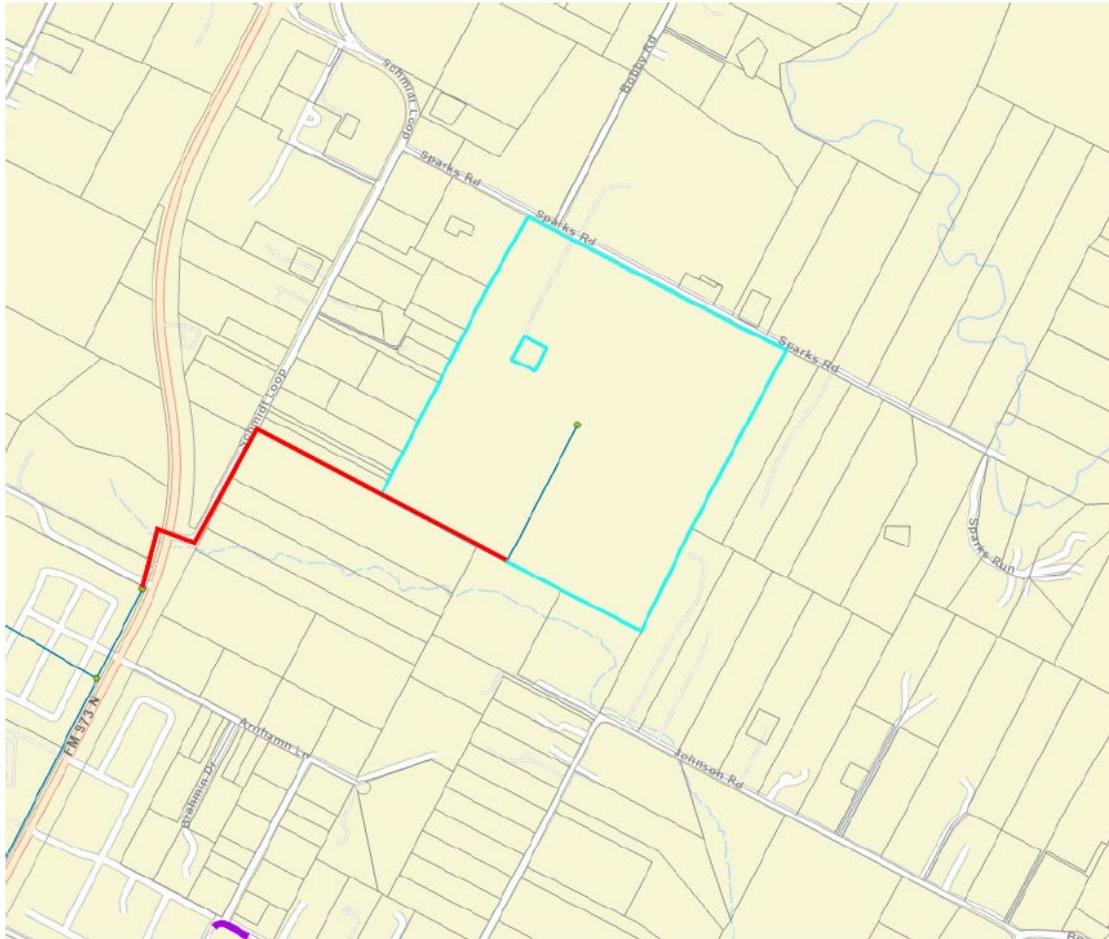


Exhibit G
Watermain Extension Line Project



Note: Owner contemplates transferring water CCN from Aqua to Manor before the watermain is completed; and Owner will construct the private portion of the watermain to City standards and specifications so that it can dedicate the private portion to the City as a public watermain once the CCN water transfer is completed.

Exhibit H
Form of License Agreement

[see attached]

DRAFT

**CITY OF MANOR
LICENSE AGREEMENT**

This License Agreement (the “Agreement”) is made and entered into on this the ____ day of _____, 20__ (the “Effective Date”) 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” or “Licensor”), and _____, a _____ (the “Licensee”). The City and the Licensee are referred to together as the “Parties”.

RECITALS:

WHEREAS, the Licensee intends to conduct the Work (as defined below) entirely on the applicable portions of the Licensed Property (as defined below) that is owned by the City; and

WHEREAS, the Licensee has requested access to the Licensed Property to perform the Work; and

WHEREAS, the City desires to grant the Licensee a license to enter the City’s property for the purposes set forth herein, subject to the terms and conditions set forth in this License 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 agree as follows:

I. RECITALS

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

II. PURPOSE OF LICENSE AGREEMENT

2.01. (a) The City grants to Licensee permission to use the Licensed Property for the following purpose only:

Construction, improvement, maintenance, and repair of _____ and related facilities located in that certain area of real property owned by the City that is shown and described in **Exhibit “A-1”** attached hereto (the “Improvements”);

(b) All work required to complete the construction, improvement, maintenance and repair of the _____ Improvements, along with any other activities that are reasonably necessary or incidental to thereto, are referred herein collectively as the “Work”. The real property that is described in **Exhibits “A”** attached hereto is referred to herein as the “Licensed Property”.

2.02. The City makes this grant solely to the extent of its right, title and interest in the Licensed Property without any express or implied warranties to allow the Licensee to enter the Licensed Property for the Work at the Licensee's sole expense.

2.03. Licensee agrees that: (a) the Work shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (b) the Work will be completed in a reasonably timely manner without delay that is caused by Licensee; and (c) Licensee will conduct the Work according to plans filed with the City. Any changes in construction will be approved by the City. Licensee agrees to obtain the City's approval to any material changes in the Work which are not shown on the approved plans. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with the Work permitted under this Agreement.

III. FEE

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

3.02. Licensee shall be responsible for all costs and expenses associated with the preparation, negotiation, and execution of this Agreement, including but not limited to attorney's fees, document preparation costs, and any related expenses incurred by the City. The City shall have no responsibility for any such costs, and Licensee agrees to promptly reimburse the City for any amounts invoiced for these services.

IV. CITY'S RIGHTS TO LICENSED PROPERTY

4.01. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the Licensed Property.

4.02. Said uses of the Licensed Property by the City are permitted even though such use may substantially interfere with Licensee's use of the Licensed Property.

4.03. Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the Licensed Property, at any time and without notice, assuming no obligation to Licensee, whenever the City deems it necessary for: (a) exercising the City's rights or duties with respect to the Licensed Property; or (b) the public health or safety with respect to the Licensed Property.

V. LICENSEE RESPONSIBILITIES

5.01. Licensee shall pay, in full, all persons who perform labor. Licensee will not allow any mechanic or material liens to be filed or enforced against the Licensed Property, or the property of the City for work done or materials furnished at Licensee's instance or request. If any such liens are filed thereon, Licensee agrees to immediately remove the same at Licensee's own cost and

expense, without regard to the legal enforceability of such liens. Should Licensee fail, neglect or refuse to do so, the City shall have the right to terminate this Agreement or at its option pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein, and Licensee shall be liable to the City for all costs, damages and attorney's fees, and any amounts expended in defending any proceedings, or in the payment of any of such liens, or any judgment obtained against the City upon demand with interest at the maximum rate from demand until payment.

5.02. Licensee shall be solely responsible for obtaining any and all regulatory approvals and any other licenses, easements, permits, consents, or permissions necessary for Licensee's use of the Licensed Property including, without limitation, from any owner of an interest in the Licensed Property.

5.03. Licensee shall be responsible for any and all damage to or repair of the Improvements or damage to the Licensed Property caused as a result of acts or omissions by Licensee, its agents, officers, directors, or employees. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee. Notwithstanding the foregoing, it is hereby acknowledged that the Work conducted by Licensee shall not constitute damage to or destruction of the City's property provided that the Work is conducted in accordance with this Agreement.

VI. INSURANCE

6.01. Licensee shall, at its sole expense, obtain and maintain insurance of the types and in the amounts as set forth on **Exhibit "B"** attached to this Agreement. If Licensee fails to do so, Licensor shall have the immediate right (but not the obligation) to affect such insurance without notice to Licensee, in which event the amount so paid by Licensor shall be paid by Licensee to Licensor upon demand with interest at the maximum rate allowed by law from demand until payment. Such insurance coverage shall specifically name the City as an additional insured. This insurance coverage shall cover all perils arising from the activities of 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.

6.02. 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.

6.03. LICENSEE WAIVES ALL RIGHTS OF RECOVERY AGAINST LICENSOR (AND ANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF LICENSOR), AND AGREES TO RELEASE THE LICENSOR FROM LIABILITY, FOR LOSS OR DAMAGE TO THE EXTENT SUCH LOSS OR DAMAGE IS COVERED BY VALID AND COLLECTIBLE PROPERTY INSURANCE IN EFFECT COVERING LICENSEE AT THE TIME OF SUCH LOSS OR DAMAGE WHETHER OR NOT SUCH DAMAGE OR LOSS MAY BE ATTRIBUTABLE TO THE NEGLIGENCE OF LICENSOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES. IT IS THE EXPRESS INTENT OF LICENSOR AND LICENSEE THAT THE WAIVER OF SUBROGATION CONTAINED IN THIS SECTION APPLY TO ALL MATTERS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY OF THE SAME THAT ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF LICENSOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES.

VII. INDEMNIFICATION

7.01. 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 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."

7.02. To the extent permitted by law, the City shall indemnify, defend, and hold harmless Licensee and its officers, members, managers, 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 City on, within, or with respect to the Licensed Property and/or the Work, including any acts or negligent omissions of the City, 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 arising solely from the negligent or willful acts or omissions of Licensee; provided that for the purposes of the foregoing, Licensee entering into this Agreement shall not be deemed to be a "negligent or willful act."

VIII. CONDITIONS

8.01. Licensee’s Responsibilities. Licensee shall be responsible for any and all damage to or repair of the Improvements or damage to the Licensed Property caused as a result of acts or omissions by Licensee, its agents, officers, directors, or employees. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.

8.02. Default Notice. In the event Licensee fails to comply with any term or condition set forth herein, the City shall provide written notice of such default to Licensee 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 remedy the failure. If Licensee fails to correct the default within the thirty (30) day period, the City shall have the right to terminate this Agreement.

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/Veronica Rivera
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

Licensee:

Attn: _____

with a copy to:

Attn: _____

8.03. Remedies. 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 seek 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.

8.04. Compliance. 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, including, but not limited to, the insurance requirements specified herein. Licensor shall give Licensee written notice specifically setting forth such non-compliance, and if Licensee fails to cure such non-compliance within thirty (30) days after receipt of such written notice, then Licensor may revoke this License Agreement.

8.05. Force Majeure. Licensor shall not be liable to Licensee for events beyond the control of Licensor that prevents or restricts access to the Licensed Property ("Event of Force Majeure"). Events of Force Majeure shall include, without limitation: Acts of God; strikes, lockouts, or other industrial disputes; epidemics, pandemics, civil disturbances, acts of domestic or foreign terrorism, riots or insurrections; landslides, lightning, earthquakes, fire, storms, floods or washouts; explosions; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and, present or future orders of any regulatory body having proper jurisdiction and authority. If the use of the Licensed Property is prevented in whole or in material part by an Event of Force Majeure that extends more than ninety (90) days, the Parties shall review the Event of Force Majeure to determine if termination of this Agreement is warranted by Licensor. If the Parties determine that the Event of Force Majeure indefinitely restricts Licensee from accessing the Licensed Property, then Licensor may terminate this Agreement upon written notice. Licensee agrees that its exclusive remedy in the event of termination under this paragraph shall be a refund of the unearned fees and charges paid by Licensee prior to the termination. Licensee hereby releases and waives all claims against Licensor for any cost, loss, expense, liability, or damages sustained by reason of such termination.

IX. COMMENCEMENT AND TERMINATION

9.01. This Agreement shall begin with the effective date set forth above and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless otherwise terminated. If Licensee abandons construction of all or any part of the _____ Improvements or Licensed Property as set forth in this Agreement, then this Agreement, shall expire and terminate following thirty (30) days written notice to the Licensee if such abandonment has not been remedied by the Licensee within such period; the City shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the City as of the time abandoned.

X. TERMINATION

10.01. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it shall remove all Improvements that it made to the

Licensed Property within the thirty (30) day notice period at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

10.02. Termination by City. Subject to at least thirty (30) days' prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

- (a) The _____ Improvements, or a portion of them, interfere with the City's right-of-way; or
- (b) Use of the right-of-way area becomes necessary for a public purpose; or
- (c) Licensee fails to meet required safety standards for the applicable _____ Improvements during its required maintenance period; or
- (e) Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance or license fee requirements specified herein.

XI. EMINENT DOMAIN

11.01. If eminent domain is exerted on the Licensed Property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to affect the removal of Licensee's affected installations or Improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations or Improvements taken, if any.

XII. INTERPRETATION

12.01. Although drawn by the City, 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 nor against either party.

XIII. APPLICATION OF LAW

13.01. 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.

IV. VENUE

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

XV. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT

15.01. 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.

XVI. ASSIGNMENT

16.01. Except as provided herein, Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City Council, 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 an executed 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 within thirty (30) days of the date of the assignment.

XVII. MISCELLANEOUS

17.01. No Warranty. LICENSOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF ITS RIGHT, TITLE, OR INTEREST IN OR TO THE LICENSED PROPERTY, AND ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF LICENSOR'S RIGHT, TITLE, AND INTEREST IN OR TO THE LICENSED PROPERTY IS HEREBY EXPRESSLY DISAVOWED BY LICENSOR. FURTHERMORE, LICENSEE ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE CONDITION OF THE LICENSED PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND LICENSEE ACKNOWLEDGES THAT LICENSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTIES OF THE CONDITION OF THE LICENSED PROPERTY OR THAT THE LICENSED PROPERTY IS FIT FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT IT WILL INSTALL ALL IMPROVEMENTS LICENSEE REQUIRES ON THE LICENSED PROPERTY, IS RESPONSIBLE FOR THEIR COMPLIANCE WITH ALL APPLICABLE LAWS, AND IS RESPONSIBLE FOR ALL LICENSES, EASEMENTS, PERMITS, CONSENTS, OR PERMISSIONS REQUIRED FOR LICENSEE'S USE OF THE LICENSED PROPERTY AND LICENSOR WILL HAVE NO LIABILITY OR RESPONSIBILITY THEREFORE.

17.02. Obligation to Report. If Licensee is aware of any dangerous or defective condition exists on the Licensed Property that, under the normal course of business is the responsibility of the Licensor, and Licensee fails to report the problem to Licensor, Licensee continues to be responsible for its obligations established in this Agreement. Under these circumstances, Licensor will not be liable for any detrimental consequences.

17.03. No Waiver. The failure of Licensor to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Receipt by Licensor of License Fees or of any other payment or the acceptance by Licensor of performance of anything required by this Agreement to be performed with knowledge of the breach of a covenant shall not be deemed a waiver of such breach. The failure to enforce or any delay in the enforcement of any privileges,

rights, defenses, remedies, or immunities detailed in the Agreement or otherwise available to Licensor by law will not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. No waiver of any provision, covenant, agreement or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom such waiver is charged. The express waiver by either Licensor or Licensee of any breach shall not operate to extinguish the covenant or condition, the breach of which has been waived.

17.04. Governmental Entity. The City of Manor is a governmental entity, and nothing contained herein shall be deemed a waiver of any rights or privileges afforded governmental entities under the laws of the state of Texas law or the Texas Constitution.

17.05. Compliance with Laws. Licensee agrees not to use the Licensed Property for any unlawful purpose. Licensor reserves the right, in its sole discretion, to unilaterally amend this Agreement at any time to incorporate any modifications necessary for Licensor's compliance, with all applicable state and federal laws, regulations, requirements and guidelines. Licensor will provide Licensee with notice of any such required changes by written notice.

17.06. No Joint Venture. This Agreement does not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture or other joint or equity type agreement between Licensor and Licensee.

17.07. No Third-Party Beneficiaries. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

17.08. Severability. If any provisions of this Agreement are, for any reason, held by a court to be unenforceable, then the invalidity of such provision will not invalidate any other provisions, which other provisions will remain in full force and effect unless removal of such invalid provision destroys the legitimate purpose of the Agreement, in which event the Agreement will be terminated.

17.09. Personal License. The rights and privileges herein given are personal to the Licensee. Licensee has no exclusive rights or benefits other than those set forth herein.

17.10. Right of Entry. At any time during the term hereof, Licensor or its representatives shall have the right, without disturbance of Licensee's use or possession, to enter the Licensed Property.

17.11. Dates of Performance. In the event that the date for performance by either party of any obligation under this Agreement are required to be performed by such party falls on a Saturday, Sunday or national holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

17.12. Exhibits. This Agreement incorporates by reference the following Exhibits:

Exhibit “A” – Licensed Property
Exhibit “B” – Insurance Requirements

17.13. Entire Agreement. This Agreement, and any exhibits, embodies the entire agreement and understanding between the Parties relating to the transaction contemplated hereby and supersedes any and all prior or contemporaneous oral or written statements concerning the subject matter of this Agreement. In executing this Agreement, the Parties do not rely upon any statement, promise, or representation not expressed herein.

17.14. Modification. This Agreement may not be modified, changed or altered in any respect except by the mutual written agreement of the Parties.

17.15. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument.

17.16. Interpretation. Whenever used herein, the term “including” shall be deemed to be followed by the words “without limitation”. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender.

17.17. Survival. Termination of this Agreement shall not relieve Licensee’s liability or obligation set forth in this Agreement that is expressly stated to survive termination of this Agreement.

[remainder of page intentionally left blank; signature pages to follow]

ACCEPTED this the _____ day of _____ 2026.

THE CITY:
CITY OF MANOR

Scott Moore, City Manager

ATTEST:

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

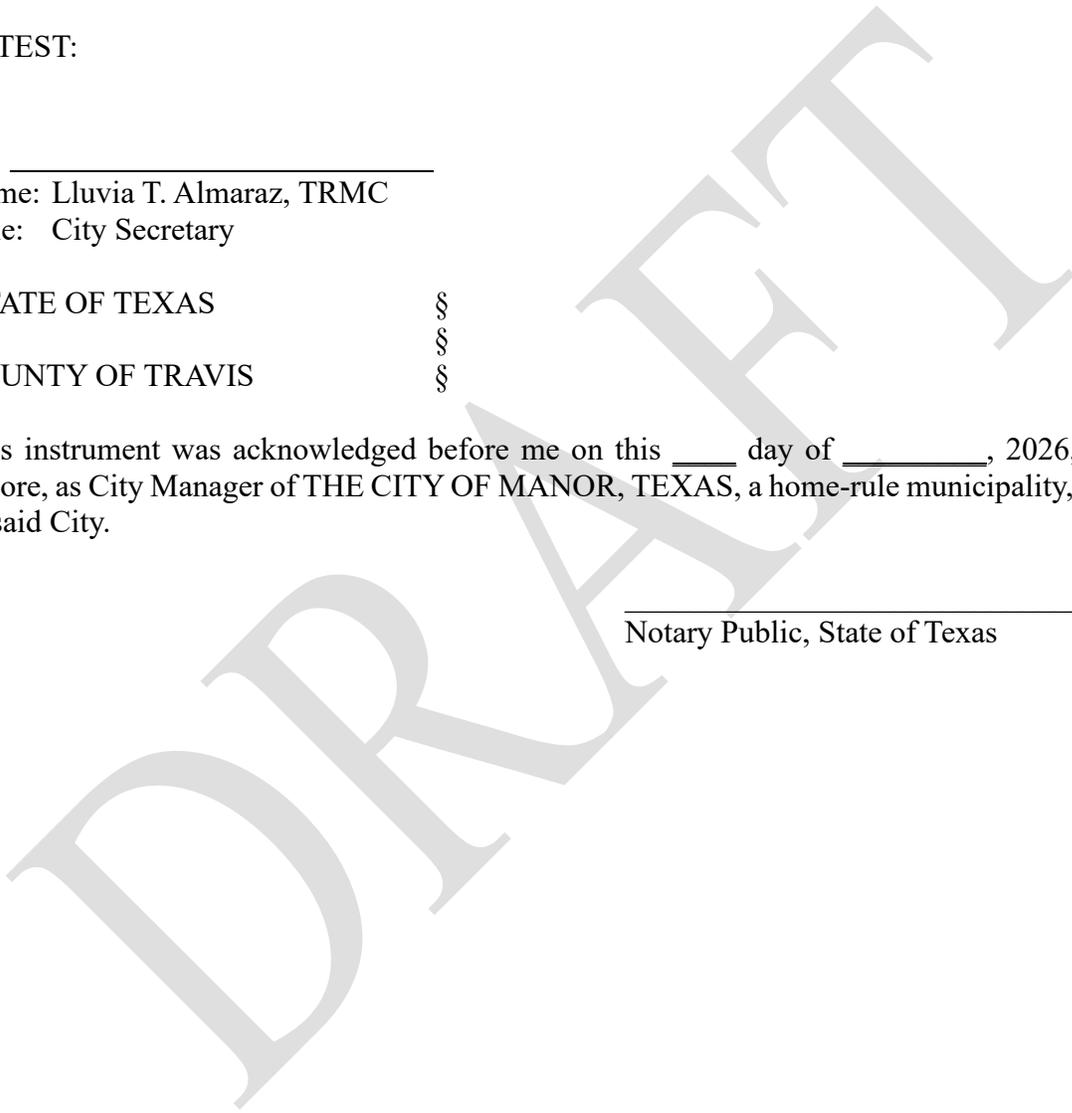
STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this ____ day of _____, 2026, by Scott Moore, as City Manager of THE CITY OF MANOR, TEXAS, a home-rule municipality, on behalf of said City.

Notary Public, State of Texas



LICENSEE:

_____,
a _____

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2026, by ____
_____, _____, a _____
_____, on behalf of said company.

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”

Licensed Property

[attachment follows this page]

DRAFT

Exhibit "B"
Insurance Requirements

CITY OF MANOR INSURANCE REQUIREMENTS

Licensee shall, at its own cost and expense, procure the insurance set forth below and promptly pay when due all premiums for the insurance. The insurance shall be kept in full force during the life of the Agreement.

Licensee's insurance shall be: primary and non-contributory with respect to any insurance which might be carried by Licensor and contain a contractual waiver of subrogation.

Licensee shall furnish to Licensor certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies.

Licensee shall notify Licensor in writing of any material alteration of such policies, including any change in the retroactive date in any "claims-made" policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto.

All insurance policies shall be written by reputable insurance company or companies acceptable to Licensor with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas.

CITY OF MANOR MINIMUM COVERAGE REQUIREMENTS

1. Commercial General Liability Insurance Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) per occurrence and a combined Aggregate of Two Million Dollars and No/100 Dollars (\$2,000,000) with coverage that includes:
 - Premises/operations
 - Independent contractors
 - Personal Injury
 - Contractual Liability pertaining to the liabilities assumed in the agreement
 - Underground (when ground surface is disturbed),

which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance shall include a contractual endorsement pertaining to the liabilities assumed in the Agreement.

2. Comprehensive Automobile insurance coverage with minimum limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of Two Million Dollars and No/100 Dollars (\$2,000,000).
3. Workers' Compensation with Statutory limits

4. Employer Liability Insurance with minimum limits of \$1,000,000

Such insurance shall include a contractual endorsement which acknowledges all indemnification requirements under the Agreement.

Note: Such policies of insurance and certificates provided by Licensee shall provide (i) that Licensor is named as an additional insured (except for workers' compensation insurance), (ii) that the named insured's insurance is primary and non-contributory with any insurance maintained by Licensor, (iii) a contractual waiver of subrogation where required by written contract or agreement, and (iv) that Licensor shall receive notice of any cancellation of the policy.

DRAFT