

**LANDOWNER AGREEMENT AND NOTICE OF ASSESSMENT
(EntradaGlen Public Improvement District – Improvement Area #1)**

This **LANDOWNER AGREEMENT AND NOTICE OF ASSESSMENT** (the “Agreement”) is entered into among the **CITY OF MANOR**, a political subdivision of the State of Texas (the “City”), and [*insert landowner*], a [*insert type of entity*] (the “Landowner”) (individually “Party” or collectively “Parties”). This Agreement shall be effective on the latest date it is executed by all the Parties (the “Effective Date”).

RECITALS

WHEREAS, the Landowner owns the land located in the City of Manor, Travis County, Texas more particularly described in **Exhibit “A”** attached hereto (the “Assessed Parcel”).

WHEREAS, the Assessed Parcel constitutes taxable, privately-owned land located within the EntradaGlen Public Improvement District (the “District”) created pursuant to the authority of Chapter 372, Texas Local Government Code, as amended (the “PID Act”);

WHEREAS, the City Council of the City of Manor (the “City Council”) intends to adopt an ordinance (the “Assessment Ordinance”) levying assessments (the “Assessments”) against parcels located in the District that will be specially benefitted by certain public improvements (the “Authorized Improvements”) for the purpose of financing all or a portion of the Authorized Improvements. The Authorized Improvements are described in the Ordinance authorizing the creation of District, which is available for inspection at the City of Manor City Hall. The Assessment Ordinance will also approve a Service and Assessment Plan, which will include as an exhibit an “Assessment Roll” that will set forth the amount of each Assessment levied against each Assessed Parcel within the District . ;

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the Parties agree as follows:

ARTICLE I
DEFINITIONS; INCORPORATION OF RECITALS; AND OTHER TERMS

A. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Agreement to the same extent as if set forth herein in full.

B. Terms. The Assessment for the Assessed Parcel will not exceed [*enter anticipated amount +5%*], which may be paid in annual installments as described below. “Annual Installments” for the Assessed Parcel are expected to average [*enter anticipated amount +5%*], but will vary as described below.

ARTICLE II

AGREEMENT OF LANDOWNER

- A. Landowner consents and agrees:
- (i) to the creation of the District and its boundaries;
 - (ii) to the Assessment to be levied against the Assessed Parcel as shown on the Assessment Roll, as the Assessment Roll may be amended from time to time;
 - (iii) that the Authorized Improvements confer a special benefit on the Assessed Parcel in an amount that exceeds the Assessment against the Assessed Parcel;
 - (iv) that the Assessment against is final, conclusive, and binding upon the Landowner and its successors and assigns;
 - (v) to pay the Assessment when due and in the amounts stated in the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;
 - (vi) that the Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Assessed Parcel, superior to all other lien or claims, except liens or claims for state, county, school district or municipality, ad valorem taxes, and is a personal liability of and charge against the owner of the Assessed Parcel regardless of whether the owner is named;
 - (vii) that the Assessment lien is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid in full and may be enforced by the City Council in the same manner that ad valorem tax liens are enforced against real property;
 - (viii) that any delinquent installments of Assessment shall incur and accrue interest, penalties, and attorney's fees;
 - (ix) that the owner of the Assessed Parcel may pay at any time the entire Assessment, with interest that is accrued and outstanding to the date of the payment;
 - (x) that Annual Installments may be adjusted, decreased, and extended and that owners of the Assessed Parcel shall be obligated to pay such Annual Installments as adjusted, decreased, or extended, when due and without the necessity of further action, assessments, or reassessments by the City Council, provided that the principal portion of the Annual Installments shall not increase without a public hearing as provided in the PID Act; and
 - (xi) that the Landowner has received, or hereby waives, all notices required by State law in connection with the creation of the District and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Assessment Roll.
- B. Landowner hereby waives:
- (i) any defects in the proceedings establishing the District, defining the Assessed Parcel, adopting the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll, levying of the Assessment, and determining the amount of the Annual Installments of the Assessment;
 - (ii) all notices and time periods provided by the PID Act including, but not limited to, notice of the District creation, and notice of public hearings regarding the approval of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll, and regarding the levy of the Assessment and determining the amount of the Annual Installments of the Assessment;

- (iii) all actions and defenses against the adoption or amendment of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;
- (iv) all actions and defenses against the City’s finding of “special benefit” pursuant to the PID Act and as set forth in the Service and Assessment Plan and the levy of the Assessment and determining the amount of the Annual Installments of the Assessment; and
- (v) any right to object to the legality of the Assessment Ordinance, Service and Assessment Plan, Assessment Roll, or Assessment or to any related proceedings.

ARTICLE III
TEXAS PROPERTY CODE SECTION 5.014 NOTICE

The following notice is required to be given by any seller of the Assessed Parcel to the purchaser of the Assessed Parcel before the execution of a binding contract of purchase and sale:

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF MANOR, TEXAS, CONCERNING THE FOLLOWING PROPERTY

(insert property address or see EXHIBIT A)

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Manor (the “City”), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the EntradaGlen Public Improvement District (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____ Signature of Purchaser: _____

At the closing of any sale of the Assessed Parcel, the Landowner agrees to execute, and to have the purchaser execute, a separate copy of the notice required by Section 5.014 with current information, and to have the notice recorded in the Official Public Records of Travis County.

ARTICLE IV
MEMORANDUM OF ASSESSMENT ORDINANCE; ADDITIONAL NOTICE
REGARDING ASSESSMENTS

At its election, the City may record in the Official Public Records of Travis County a memorandum against the District (or such applicable portions thereof) each time an Assessment Ordinance is approved by the City Council that further evidences the lien and encumbrances created upon the District (or such applicable portions thereof) and/or the name and contact information of the Administrator of the District who can provide additional information and documentation regarding the Assessments.

ARTICLE V
MISCELLANEOUS

A. Notices. Any notice or other communication (a “Notice”) required or contemplated by this Agreement shall be given at the addresses set forth below. Notices shall be in writing and shall be deemed given: (i) five business days after being deposited in the United States Mail, Registered or Certified Mail, Return Receipt Requested; or (ii) when delivered by a nationally recognized private delivery service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the delivery address. Each Party may change its address by written notice to the other Parties in accordance with this section.

Landowner:
[insert name and contact information]

With a copy to:
Armbrust & Brown, PLLC
Attn: Sharon J. Smith
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Facsimile: (512) 435-6590

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

B. Parties in Interest. In the event of the sale or transfer of the Assessed Parcel or any portion thereof, the purchaser or transferee shall be deemed to have assumed the obligations of the Landowner with respect to the Assessed Parcel or portion thereof, and the seller or transferor shall be released with respect to the Assessed Parcel or portion thereof. If bonds are issued which are secured by the Assessment, the holders of the holders of such bonds shall be express beneficiaries

of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties.

C. Amendments. This Agreement may be amended only by a written instrument executed by all the Parties. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the Assessed Parcel and recorded in the Official Public Records of Travis County, Texas.

D. Estoppels. Within 10 days after written request from any Party, the other Parties shall provide a written certification indicating whether this Agreement remains in effect as to the Assessed Parcel and indicating any Party that they are aware is then in default hereunder.

E. Termination. This Agreement shall terminate upon payment in full of the Assessment.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED by the Parties on the dates stated below.

CITY OF MANOR, TEXAS

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

Attest:

By: _____
Lluvia T. Almaraz, City Secretary

STATE OF TEXAS §
 §
COUNTY OF _____ §

THIS INSTRUMENT is acknowledged before me on this ___ day of _____, 2023, by Dr. Christopher Harvey, as Mayor of the City of Manor, Texas and attested to by Lluvia T. Almaraz, City Secretary of the City of Manor, Texas, on behalf of the City.

(SEAL)

Notary Public Signature

LANDOWNER:

[NAME],
[type of entity]

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2023, by _____, _____ of [Name], a [type of entity], on behalf of that [type of entity].

(SEAL)

Notary Public Signature

EXHIBIT A to LANDOWNER AGREEMENT

Legal Description