

**WASTEWATER PUMP AND HAUL SERVICES  
AGREEMENT  
(Maddtex)**

This Wastewater Pump and Haul Services Agreement (the “Agreement”) is made and entered into, effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) by and between the **City of Manor, Texas**, a Texas home-rule municipal corporation (the "City") and **Maddtex Drive, LP**, a Texas limited partnership (the "Developer") for the provision of pump and haul wastewater services including collection, transportation, treatment, and disposal in accordance with all applicable City code provisions, ordinances, building codes, construction standards, and any other regulation properly adopted by the City, as may be amended. The City and Developer are hereinafter sometimes referred to as a “Party” and collectively as the “Parties.” The Parties agree as follows:

**RECITALS**

**WHEREAS**, Developer owns approximately 5.470 acres of land located in Travis County, Texas, within the City Limits of the City (the “Property”), as more particularly described in **Exhibit A** of that certain Development Agreement for Manor Commercial Park Development (Maddtex) between the City and the Developer dated March 15, 2023 (the “Development Agreement”);

**WHEREAS**, Developer intends to develop the Property as a commercial development project, as further described in the Development Agreement;

**WHEREAS**, the provision of wastewater service requires the construction of a Wastewater Line Project, as the term is defined in the Development Agreement, by the City;

**WHEREAS**, Developer has requested that the Developer be allowed to contract and make available wastewater collection, transportation, treatment, and disposal services to the Property by pump and haul while the City completes the Wastewater Line Project and is fully operational with the capability of serving the Property upon City's completion of the Wastewater Line Project;

**Whereas**, Developer has agreed to pay all of the costs of Pump-and-Haul Service, including any fees or other charges paid or payable to the City’s operator, bookkeeper, attorney and/or engineer in connection with the preparation or administration of this Agreement (collectively, the “Developer Costs”); and

**WHEREAS**, the City and Developer desire to set forth, in this Agreement, the terms and conditions governing the provision of pump and haul wastewater service by the Developer to the Property.

**AGREEMENT**

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

## I. INCORPORATION OF RECITALS AND DEFINITIONS

### 1.01 RECITALS INCORPORATED.

The above and forgoing recitals are incorporated herein and made a part of this Agreement for all purposes.

### 1.02 DEFINITIONS.

Capitalized terms used in this Agreement shall have the meanings set forth in this section, unless otherwise defined in this Agreement or in the Development Agreement, or unless the context clearly requires another definition.

"City Code" means the Code of Ordinances, City of Manor, Texas containing all development-related regulations including, but not limited to, zoning and land use, site and design standards, and historic preservation standards, as may be amended.

"City Council" means the City Council of the City.

"City Manager" means the appointed official or his/her designated agent charged with directing the administration of the City.

"City Wastewater Improvements" means the Wastewater Line Project required for the City to provide Wastewater Services to the Property.

"Contractor" means Blue-J's Pump and Dump, LLC, a Texas limited liability company with an address of PO Box 48, Elgin, Texas 78621 that has or will contract with the Developer to provide Pump and Haul Wastewater Services to the Property.

"Effective Date" means the date set forth in the first paragraph of this Agreement has been duly executed by the Parties.

"Living Unit Equivalent(s)" or "LUE(s)" means a unit of measurement representing the quantity of water consumed and wastewater generated on an average daily basis from a single-family detached residence of average size and occupancy as may be more particularly defined in the City of Austin Utility Criteria Manual, as may be amended and as adopted by the City.

"Property" means the term as defined in the Development Agreement.

"Pump and Haul" means the method for the provision of Wastewater Services by the Developer or Contractor that utilizes the pumping of wastewater for vehicular transport to a point of disposal.

"Wastewater Infrastructure Completion Period" means the period commencing upon the Effective Date of this Agreement and expiring on the completion and acceptance of the City Wastewater Improvements.

"Wastewater Service(s)" means the collection, transportation, treatment, and disposal of wastewater

from the Property.

## **II. BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY**

### **2.01 ISSUANCE OF BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.**

The Developer may obtain building permits and certificates of occupancy within Manor Commercial Park (the "Subdivision") prior to completion of the City Wastewater Improvements, subject to full compliance with the following terms and conditions:

- (a) The facilities necessary to provide Pump and Haul service to the lot for which a building permit or a certificate of occupancy is to be issued have been completed and passed inspection by the City, and wastewater service by Pump and Haul under this Agreement is otherwise available to the Property.
- (b) Developer is in compliance with the terms and conditions of this Agreement.
- (c) Developer demonstrates to the City that the Developer has a current contract with a Pump and Haul provider that meets the requirements of this Agreement.
- (d) All other conditions for issuance of a building permit or certificate of occupancy set forth in applicable local (as modified by this Agreement), state, or federal regulations have been met.

### **2.02. SUSPENSION OF ISSUANCE OF PERMITS.**

In the event that at any time the conditions in Section 2.01 or any other provision of this Agreement are not met, the City may suspend development approvals for the Project and may suspend the issuance of building permits and certificates of occupancy for the Subdivision until the Developer comes into compliance with this Agreement.

## **III. WASTEWATER SERVICES**

### **3.01 GENERAL**

- (a) The City shall provide wastewater service to the Property in a quantity not to exceed five (5) LUEs in accordance with the terms of the Development Agreement.
- (b) The City shall furnish Wastewater Service to customers within the Property in accordance with the terms of the Development Agreement.

### **3.02 PUMP AND HAUL SERVICE PROVIDED**

The Developer, at its sole cost and expense, shall cause wastewater from the Subdivision to be pumped and hauled and disposed of in a manner that is compliant with applicable local, state, and federal regulations, and that does not result in any spills, leaks, or detriment to the public health, safety or welfare, until such time that the City Wastewater Improvements are completed

and operational.

Upon completion of the City Wastewater Improvements by the City and the improvements are fully operational, the City agrees to make available Wastewater Service to the Property.

**3.03 PUMP AND HAUL PROVIDER.**

(a) The Developer shall further maintain with the City at all times the Contractor's current contact information and designated representatives who are available twenty-four hours a day to respond to complaints or issues related to wastewater disposal.

(b) The Developer further agrees that the Contractor shall have the facilities necessary to dispose the wastewater from the Property.

(c) The Developer and City agree that at no time will City wastewater facilities be used for Pump and Haul wastewater disposal from the Property.

**3.04 RECORDS.**

The Developer shall make commercially reasonable efforts to cause the Contractor to maintain complete records of the Pump and Haul service provided, and the Developer shall maintain with the City a copy of any reports required by applicable state and federal regulations, related to providing Pump and Haul services.

**3.05 TRANSITION OF SERVICES.**

The City and Developer shall reasonably cooperate to smoothly transition wastewater service from the Developer to the City upon completion of the City Wastewater Improvements.

**IV. [RESERVED]**

**V. INSURANCE AND INDEMNIFICATION**

**5.01 INSURANCE.**

Developer or the Contractor selected by Developer to provide Pump and Haul services under this Agreement shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services as required by this Agreement. All Certificates of Insurance and endorsements shall be furnished to the City at the time of execution of the Agreement with the Contractor or within ten (10) days from the Effective Date of this Agreement.

(a) Insurance policies required:

- (1) General Commercial Liability Coverage – Minimum of \$1,000,000.00 per occurrence for bodily injury and property damage; \$2,000,000.00 aggregate.
  - (2) Business Automobile Liability Coverage. – Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
  - (3) Umbrella/Excess Liability Coverage -- Minimum of not less than \$1,000,000.00.
- (b) General Requirements Applicable to Policies.
- (1) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
  - (2) Developer will request that each insurance policy be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manor, Texas.
  - (3) Upon request, certified copies of all insurance policies shall be furnished to the City of Manor, Texas.
  - (4) The City of Manor, Texas, is to be added as an “Additional Insured” to the General Commercial Liability Policy and the Umbrella/Excess Liability Policy. The coverage shall contain no special limitations on the scope of protection afforded to the City.

## **5.02 ENFORCEMENT ACTIONS.**

In the event that the EPA or the TCEQ issues any form or order or penalty for violations of applicable law resulting from the Pump and Haul services provided under this Agreement, the Developer shall be responsible for payment of said penalties within the time required under the order or applicable law.

## **VI. NOTICE OF AGREEMENT**

### **6.01 NOTICE OF AGREEMENT AND PUMP HAUL SERVICES.**

The Developer shall give notice to purchasers of lots within the Subdivision that wastewater service will be provided by Pump and Haul until completion of the City Wastewater Improvements.

## **VII. REPRESENTATIONS AND WARRANTIES**

### **7.01 DEVELOPER**

Developer warrants and represents the following:

- (a) Developer is a duly organized entity validly existing and in good standing under the laws of Texas with proper authority to execute this Agreement and perform the obligations presented;
- (b) Performance under this Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which Developer is a party or by which Developer may be bound; and
- (c) Developer has not received written notice and has no actual knowledge of any litigation pending or threatened that may adversely affect the Developer's ability to perform its obligations under this Agreement.

This Agreement constitutes a legal, valid, and binding obligation of the Developer enforceable in accordance with its terms.

## **7.02 CITY**

The City warrants and represents the following:

- (a) The City is a municipal corporation with full right and authority to enter into this Agreement and perform the obligations presented; and
- (b) Performance under this Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound.

This Agreement constitutes a legal, valid, and binding obligation of the City enforceable in accordance with its terms.

## **VIII. TERM**

### **8.01 TERM OF AGREEMENT.**

This Agreement shall be effective upon the Effective Date and shall expire on the completion and acceptance of the City Wastewater Improvements. Any payment obligations of Developer that accrue prior to termination of this Agreement shall survive termination.

## **IX. DEFAULT, RESERVATION OF RIGHTS, ATTORNEY'S FEES, AND WAIVER**

### **9.01 DEFAULT.**

Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such Party of written notice of default from the other Party. Upon the passage of fourteen (14) business days after receipt of written notice of default without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting Party

shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting Party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards. The City may terminate this Agreement if the Developer fails to cure a default within the period required by this Section.

**9.02 RESERVATION OF RIGHTS.**

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws, and neither Party waives any legal right or defense available under law or in equity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees, and neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

**9.03 ATTORNEY'S FEES.**

A Party shall not be liable to the other Party for attorney fees or costs incurred in connection with any litigation between the Parties, in which a Party seeks to obtain a remedy from the other Party, including appeals and post judgment awards.

**9.04 WAIVER.**

Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

**X. MISCELLANEOUS**

**10.01 NOTICES**

Any notice to be given hereunder by any Party to another Party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

City

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

**With copy to:**

The Knight Law Firm, LLP  
Attn: Paige H. Saenz/Veronica Rivera  
223 West Anderson Lane, #A105  
Austin, Texas 78752

**Developer**

Maddtex Drive, LP  
Attn: Jeffrey Metzler  
1409 Post Oak Blvd., Unit 2701  
Houston, Texas 77056

**With copy to:**

Gray Reed  
Attn: Stephen Cooney  
1300 Post Oak Blvd., Suite 2000  
Houston, Texas 77056

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

**10.02 ASSIGNMENT.**

Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.

**10.03 AGREEMENT AMENDMENT.**

This Agreement may not be amended except by the mutual written agreement of the Parties that is signed by all the Parties and dated subsequent to the date hereof. The Parties understand and agree that all amendments are subject to final approval by the City Council of the City.

**10.04 NO THIRD-PARTY BENEFICIARIES.**

This Agreement is not intended, nor will it be construed, to create any third-party beneficiary



rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

#### **10.05 BINDING NATURE OF AGREEMENT.**

This Agreement shall bind and inure to the benefit of the Parties and their permitted successors and assigns.

#### **10.06 ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof. To the maximum extent permitted under the law, no terms shall be implied by operation of law or otherwise. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written.

#### **10.07 FORCE MAJEURE.**

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God (which includes natural disasters); strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; pandemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.
- (b) If, by reason of force majeure, any Party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other Party within ten (10) days after the occurrence thereof. The obligations of the Party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the Party having the difficulty.

#### **10.08 GOVERNING LAW AND VENUE.**

This Agreement, and all rights and obligations of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflict of law provisions. Venue of any suit brought under this Agreement shall be in a court of competent jurisdiction in Travis County, Texas. Parties irrevocably waive any objection to personal jurisdiction on *forum non conveniens*.

#### **10.09 SEVERABILITY.**

Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

#### **10.10 SURVIVAL.**

The following sections and provisions shall survive expiration, termination, or rescission of this Agreement: Indemnification, Claims and Release, and Liability of City Employees.

#### **10.11 COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same Agreement.

#### **10.12 INTERPRETATION, TERMS AND DATES.**

References made in the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine or neuter. If any date for performance of an obligation or exercise of a right set forth in this Agreement falls on a Saturday, Sunday or State of Texas holiday, such date shall be automatically extended to the next day which is not a Saturday, Sunday or State of Texas holiday.

#### **10.13 NO JOINT VENTURE.**

The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the city pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

#### **10.14 LIABILITIES OF CITY EMPLOYEES.**

To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally responsible for any liability arising under or related to this Agreement. This Agreement imposes no personal liability upon the City, any of its officers, employees, or agents.

#### **10.15 MUTUAL ASSISTANCE.**

The City and Developer shall do all things reasonably necessary and appropriate to perfect the terms of this Agreement including, but not limited to, aiding and assisting each other in carrying out such terms and provisions to render each Party in the economic condition contemplated by this Agreement.

#### **10.16 CLAIMS AND RELEASE.**

- (a) Claims. If the City notifies Developer or Owner of any claim, Developer and Owner shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by Developer and Owner but reasonably satisfactory to the City; provided, that City has the right to be represented by advisory counsel of their own selection and at their own expense; and provided further, that if any such claim involves Developer or Owner and the City, and the City has been advised in writing by counsel that there may be legal defenses available to it which are inconsistent with those available to Developer or Owner, then City has the right to select separate counsel to participate in the investigation and defense of and response to such Claim on City's own behalf, and Developer shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel.
- (b) Release. Other than to the extent caused by a City Event of Default, Developer and Owner hereby release the City with respect to all Claims regarding any alleged, established or admitted negligent or wrongful act or omission of the City, the Corporation or any agents, contractors, representatives or employees of the City, INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY but excluding Claims to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

#### **10.17 INDEMNIFICATION.**

**DEVELOPER SHALL SAVE AND HOLD HARMLESS THE OTHER PARTY (THE “INDEMNIFIED PARTY”) AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, ATTORNEYS, AND FROM ALL CLAIMS AND LIABILITIES DUE TO ACTIVITIES PERFORMED UNDER THIS CONTRACT BY THE INDEMNIFYING PARTY, ITS OFFICERS, AGENTS, ATTORNEYS, OR EMPLOYEES, WHICH ARE**

**CAUSED BY OR RESULT FROM THE NEGLIGENT, GROSSLY NEGLIGENT, RECKLESS, KNOWING, OR INTENTIONAL ERROR, OMISSION, OR ACT OF THE INDEMNIFYING PARTY OR ANY PERSON EMPLOYED BY OR CONTRACTED WITH THE INDEMNIFYING PARTY OR UNDER THE INDEMNIFYING PARTY'S CONTROL. THE INDEMNIFYING PARTY SHALL ALSO DEFEND AND SAVE AND HOLD THE INDEMNIFIED PARTY HARMLESS FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE WITNESS, LITIGATION CONSULTANT AND ATTORNEY'S FEES AND EXPENSES THAT MAY BE INCURRED BY THE INDEMNIFIED PARTY IN LITIGATION OR OTHERWISE DEFENDING CLAIMS OF LIABILITIES WHICH MAY BE IMPOSED ON THE INDEMNIFIED PARTY AS A RESULT OF SUCH ACTIVITIES INCLUDING FAILURES TO ACT COVERED BY THIS SECTION 8.1. THE INDEMNIFYING PARTY SHALL NOT SETTLE OR COMPROMISE ANY CLAIM COVERED BY THIS SECTION 11.18 WITHOUT THE WRITTEN CONSENT OF THE INDEMNIFIED PARTY. THE INDEMNIFIED PARTY MUST APPROVE ANY ATTORNEYS SELECTED BY THE INDEMNIFYING PARTY TO DEFEND ANY CLAIM COVERED BY THIS SECTION 8.1, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD. THE INDEMNIFIED PARTY MAY AT NO EXPENSE TO THE INDEMNIFYING PARTY RETAIN ADDITIONAL ATTORNEYS TO REPRESENT THE INDEMNIFIED PARTY AS TO ANY CLAIM COVERED BY THIS SECTION 11.18.**

**10.18. GOVERNMENTAL CONTRACT CERTIFICATIONS.**

- (a) Boycott Israel Certification. For purposes of Chapter 2270 of the Texas Government Code, at the time of execution and delivery of the Agreement, neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer or Owner, boycotts Israel. The Developer agrees that, except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, neither the Developer, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer will boycott Israel during the term of the Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this clause has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code.
- (b) Terrorist Organization Certification. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code, at the time of execution and delivery of the Agreement, neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Developer, (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller under Sections 806.051, 807.051

or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" as used herein has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

- (c) Energy Companies Certification. The Developer 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 Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
  
- (d) Firearms Certification. Developer 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
  
- (e) Disclosure of Interested Parties. Developer and Owner acknowledge that Texas Government Code Section 2252.908 ("Section 2252.908") requires business entities entering into a contract with a local government entity such as the Developer and Owner to complete a FORM 1295 promulgated by the TEC (which is available on the

TEC website at <https://www.ethics.state.tx.us/forms/1295.pdf>) and to file it electronically with the TEC before the time the business entity executes and submits the contract to the local governmental entity. Developer and Owner confirm that they have reviewed Section 2252.908, electronically filed a FORM 1295 with the TEC, and has provided the Owner with a completed FORM 1295 and certification of filing generated by the TEC's electronic filing application, as required by Section 2252.908.

**[SIGNATURE PAGES FOLLOW]**

EXECUTED in multiple originals this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY:**  
**City of Manor, Texas**  
a Texas home-rule municipal corporation

Attest:

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

By: \_\_\_\_\_  
Name: Dr. Christopher Harvey  
Title: Mayor

**THE STATE OF TEXAS           §**  
**COUNTY OF TRAVIS           §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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

**DEVELOPER:**

Maddtex Drive, LP  
a Texas limited partnership

By: Maddtex Drive-GP, LLC, a Texas limited liability company, its general partner

By: [Signature]  
Name: Jeffrey Metzler  
Title: Manager

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this 9th day of May, 2024, by Jeffrey Metzler, Manager of Maddtex Drive-GP, LLC, a Texas limited liability company and the general partner of Maddtex Drive, LP, a Texas limited partnership, on behalf of said partnership.

(SEAL)



[Signature]  
Notary Public, State of Texas