

**PROFESSIONAL SERVICES AGREEMENT**  
Newhaven Public Improvement District – PID Consultants

THIS PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”) is made and entered into as of \_\_\_\_\_, 2023, by and between the **CITY OF MANOR, TEXAS** (the “**City**”) and **GREGG LANE DEV LLC**, a Texas limited liability company (including its designated successors and assigns, the “**Owner**”).

WHEREAS, the Owner has requested that the City conduct proceedings pursuant to the provisions of Texas Local Government Code Chapter 372, as amended, to form the Newhaven Public Improvement District (the “**District**”), to enter into a PID financing agreement, to levy special assessments on property within the District, and to issue one or more series of bonds (the “**Bonds**”) to provide for the construction, acquisition, or furnishing of certain public improvements within the District; and

WHEREAS, the Owner is developing approximately 90.345 acres of real property that would be included within the boundaries of the proposed District; and

WHEREAS, the Owner has agreed to advance moneys to be used by the City Manager of the City (the “**City Manager**”) to pay reasonable and necessary costs and expenses associated with retaining the Consultants (defined below) to assist the City with assessing the feasibility and desirability of (i) entering into a PID financing agreement, (ii) forming the District, (iii) levying special assessments within the District, and (iv) issuing Bonds (the “**PID Feasibility Matters**”) such advances being subject to reimbursement or credit upon the approval of the Texas Attorney General and City Council of the City (the “**City Council**”) and a successful issuance of the Bonds, or the termination or abandonment of such proceedings as provided herein; and

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

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

SECTION 1. ADVANCEMENT OF MONEYS. The Owner shall advance \$45,000.00 (the “**Moneys**”) to the City Manager as provided in Section 3 hereof, which Moneys shall be used by the City exclusively to pay reasonable and necessary costs incurred by the Consultants (hereinafter defined) for the PID Feasibility Matters. If the Moneys are not advanced in accordance with Section 3, the City shall not proceed with assessing the feasibility and desirability of the PID Feasibility Matters. The City will notify the Owner if the costs incurred by the Consultants for the PID Feasibility Matters exceed or are expected to exceed \$45,000.00. Upon notification by the City of the costs incurred by the Consultants for the PID Feasibility Matters exceeding \$45,000.00, the Owner shall deposit additional moneys in accordance with Section 3 (the “**Additional Moneys**”). If the Additional Moneys are not so deposited, the City shall not proceed with assessing the feasibility and desirability of the PID Feasibility Matters until the Additional Moneys have been advanced.

SECTION 2. USE OF MONEYS ON DEPOSIT. The City has retained the Knight Law Firm, LLP, as City attorneys and P3Works, LLC, as PID consultant. The City may engage additional consultants, including but not limited to appraisers, market study consultants, and other attorneys (collectively, the “**Consultants**”). The Consultants will assist the City with assessing the feasibility and desirability of the PID Feasibility Matters. The Consultants will be responsible for, and will act as consultants to, the City in connection with the PID Feasibility Matters. The City Manager will use the Moneys to reimburse reasonable and necessary costs and expenses incurred by the Consultants that are associated with or incidental to the PID Feasibility Matters (collectively, “**Project Costs**”). The scope of work and terms and conditions of the agreement for the Consultants are, or will be, set forth in agreements on file in the office of the City Secretary of the City. The City Manager may also use the Moneys for other direct City expenses relating to creation of the District, such as statutorily required public notices. The City’s Director of Finance (the “**Director of Finance**”) shall maintain records of the payment of all Project Costs and keep such records on file and available for inspection and review by the Owner in the office of the Director of Finance. Upon the Owner’s request, the City agrees to provide the Owner with copies of all invoices for PID Feasibility Matters that have been paid since the last request. If the Owner objects to any portion of an invoice, the City and the Owner agree in good faith to attempt to resolve the dispute within a reasonable period of time.

SECTION 3. DEPOSITS. The Owner shall deposit with the City the amount of \$45,000.00 within five (5) business days after this Agreement is executed and delivered by the City. Whenever the Moneys in the account reaches a balance of \$10,000.00 or less, the Owner shall deposit Additional Moneys in the amount of \$25,000.00 within ten (10) business days of notification by the Director of Finance. The Director of Finance shall cause all Moneys received from the Owner to be deposited into a separate account maintained by or at the direction of the City Manager and the Director of Finance. All interest or other amounts earned on Moneys or Additional Moneys (if any) in such account shall be held in such account for the payment of Project Costs or otherwise reimbursed as set forth in Section 4 hereof.

SECTION 4. REIMBURSEMENT. If proceedings for approval of the formation of the District are unsuccessful and are terminated or abandoned prior to the issuance of the Bonds, the Director of Finance shall transfer to the Owner all Moneys and Additional Moneys then on deposit in the account(s) established and maintained pursuant to Section 3, exclusive of Moneys or Additional Moneys necessary to pay or reimburse Project Costs or portions thereof that (i) have been actually incurred and (ii) are due and owing as of the date of such termination or abandonment.

The Owner shall have the following options upon the successful issuance of the Bonds and approval of the Bonds by the Texas Attorney General and the City Council:

- A. The Owner may direct the City to reimburse the Owner for the Moneys and Additional Moneys previously advanced by the Owner from the proceeds of the Bonds, provided that the amount of the Moneys are included in the calculation of the Bonds;
- B. The Owner may direct the City to return unexpended Moneys and Additional Moneys to Owner;

- C. The Owner may direct the City to maintain the Moneys and Additional Moneys in escrow pending the issuance of a subsequent series of Bonds; or
- D. The Owner may direct the City to do any combination of the above.

SECTION 5. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the City will execute or approve any agreements, create the District, or proceed with the issuance of the Bonds, and the City expressly reserves the right to terminate or abandon the proceedings at any time prior to the issuance of the Bonds, if in the City's sole discretion, it deems such termination or abandonment to be in the best interests of the City.

SECTION 6. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

*[signature pages follow]*

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

EXECUTED and ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2023

**CITY OF MANOR, TEXAS,**  
a home rule municipal corporation

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Dr. Christopher Harvey, Mayor  
CITY OF MANOR

ATTEST:

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Lluvia T. Almaraz, City Secretary  
CITY OF MANOR

[CITY SEAL]

EXECUTED and ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**GREGG LANE DEV LLC**, a Texas limited liability company

By: Gregg Lane Manager, LLC, a Texas limited liability company, its Manager

By: SVAG Asset Management LLC, a Texas limited liability company, its Manager

By: \_\_\_\_\_  
Name: Sudharshan Vembutty  
Title: Manager