

Construction, improvement, installation and maintenance of drainage and water quality components located within the Licensed Property serving the Shadowglen Subdivision, as more particularly shown and described in Exhibit "C" attached hereto (collectively, the "Improvements").

2.03. 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.

2.04. Licensee agrees that: (a) the construction and maintenance of the Improvements permitted by this Agreement 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) that all construction and installation of the Improvements will be completed in a timely manner without delay; (c) the Licensee will construct the Improvements according to plans filed with the City. Any changes in construction will be approved by the City. 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 Licensee's installation, operation, maintenance or removal of the Improvements permitted under this Agreement.

III. FEE

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

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 or destroy Licensee's use of the Licensed Property, or the Improvements. In case of a declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

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, to remove any of the licensed Improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) the public health or safety with respect to the Licensed Property.

V. INSURANCE

5.01. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined

single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. 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.

5.02. 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.

VI. INDEMNIFICATION

6.01. 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."

VII. CONDITIONS

7.01. 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.

7.02. **Maintenance.** Licensee shall maintain the Licensed Property and the Improvements by maintaining the Improvements in good condition and making any necessary repairs to the Improvements at its expense. Licensee shall be responsible for any costs associated with electrical usage, if any, as a result of the Improvements. The City may require Licensee to take action to maintain the Licensed Property and the Improvements, at Licensee's expense, and in compliance with this Agreement, including, but not limited to, the removal of dead or dying vegetation placed by Licensee within the Licensed Property. Such action shall be completed within thirty (30) days following receipt of a written request from the City.

7.03. **Modification or Removal of Improvements.** Licensee agrees that modification or removal of the Improvements shall be at Licensee's expense. Licensee shall obtain the proper permits prior to modification of the Improvements. No Improvements may be modified or removed from the Licensed Property without the prior written consent of the City. This Agreement, until its expiration or revocation shall run as a covenant with the land, and the terms and conditions of this Agreement shall be binding on the grantees, successors and assigns of Licensee. Licensee shall cause any immediate successors-in-interest to have actual notice of this Agreement.

7.04. **Default.** In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, 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 take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may terminate this Agreement and/or pursue its remedies under Section 7.05 below. The parties agree that if the City terminates this Agreement, the City shall not be required to operate and maintain the Improvements.

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

Licensee:
PHAU-Shadowglen 22, LLC
9000 Gulf Freeway
Houston, Texas 77017

7.05. **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 obtain a writ of mandamus or an injunction, or seek specific performance against the Licensee to enforce the Licensee's obligations under this Agreement.

7.06. 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 or otherwise fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

VIII. FUNDING MAINTENANCE OBLIGATION

8.01. Licensee will establish periodic homeowner's association dues and assessments, to be charged and paid by the lot owners within the property under the jurisdiction of Licensee pursuant to homeowner's association regulations established through conditions, covenants and restrictions for the homeowner's association, in order to maintain the Improvements as provided in this Agreement. The homeowner's association regulations will require the periodic dues and assessments to be increased from time to time as necessary to provide the funds required for the maintenance of the Improvements, and to provide funds required for the management and operation of Licensee.

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 or maintenance 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. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

(a) The licensed Improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration or maintenance of such improvements;

(b) Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

(c) 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 effect the removal of Licensee's affected installations and 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 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 or 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.

XIV. 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.

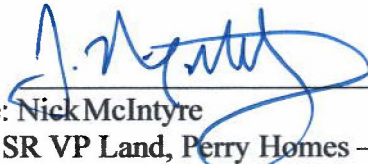
XVI. ASSIGNMENT

16.01. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, 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 a 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.

[signature pages follow]

LICENSEE:

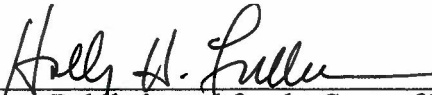
PHAU-Shadowglen 22, LLC,
a Texas limited liability company

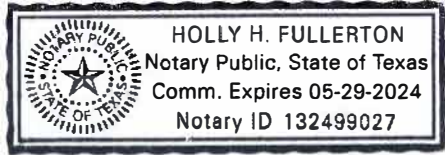
By: 
Name: Nick McIntyre
Title: SR VP Land, Perry Homes --
Austin and San Antonio

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRANS §

This instrument was acknowledged before me on this the 5th day of July, 2023,
by Nick McIntyre, SR VP Land, Perry Homes-Austin and San Antonio of PHAU-Shadowglen 22,
LLC, a Texas limited liability Company, on behalf of said limited liability company.


Notary Public in and for the State of Texas
Holly H. Fullerton
Printed/Typed Name
5.29.2024
My commission expires



ACCEPTED this the _____ day of _____, 2023.

THE CITY:
CITY OF MANOR

Dr. Christopher Harvey, Mayor

ATTEST:

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

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2023, by Dr. Christopher Harvey, as Mayor of THE CITY OF MANOR, TEXAS, a home-rule municipality, on behalf of said City.

Notary Public, State of Texas

EXHIBIT "A"

**A METES AND BOUNDS
DESCRIPTION OF A
0.057 ACRE STRIP OF LAND**

BEING a 0.057 acre (2,490 square feet) strip of land situated in the William Sanderford Survey No. 70, Abstract No. 743, Travis County, Texas; being a portion of a called 200.38 acre tract of land described in instrument to the City of Manor in Document No. 2012141817 of the Official Public Records of Travis County, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "KHA" found marking the northwest corner of Lot 12, Block G of Shadowglen Phase 2, Section 17, plat of which is recorded in Document No. 201900191 of the Official Public Records of Travis County, on the southerly line of Lot 1, Block A of Shadowglen Phase 2, Section 21A & 21B, plat of which is recorded in Document No. 202000049 of the Official Public Records of Travis County,

THENCE, North 76°39'59" West, 933.21 feet, departing the northwest corner of said Lot 12 and the southerly line of said Lot 1 to the **POINT OF BEGINNING** of the herein described tract on the common line between said 200.38 acre tract and said Lot 1;

THENCE, South 27°59'50" West, 174.57 feet along said common line to a point for corner,

THENCE, departing said common line and crossing said 200.38 acre tract the following two (2) courses and distances:

1. North 52°27'57" West, 28.92 feet to a point for corner,
2. North 37°32'03" East, 172.16 feet to the **POINT OF BEGINNING**, and containing 0.057 acre of land in Travis County, Texas. All distances are on the Grid and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas. The bearings, distances, areas and coordinates shown hereon are Texas State Coordinate System GRID, Central Zone (FIPS 4203) (NAD'83), as determined by the Global Positioning System (GPS).

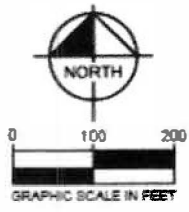
**WATER QUALITY
EASEMENT
0.057 ACRE
WILLIAM SANDERFORD SURVEY
NO.70, ABSTRACT NO. 743
TRAVIS COUNTY, TEXAS**

ABEL P. STENDAHL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6754
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
abel.stendahl@kimley-horn.com



Kimley»Horn
601 NW Loop 410, Suite 350 San Antonio, Texas 78216 **FRS# 10-33873** Tel. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DJG	APG	09/21/2020	060254501	1 OF 2



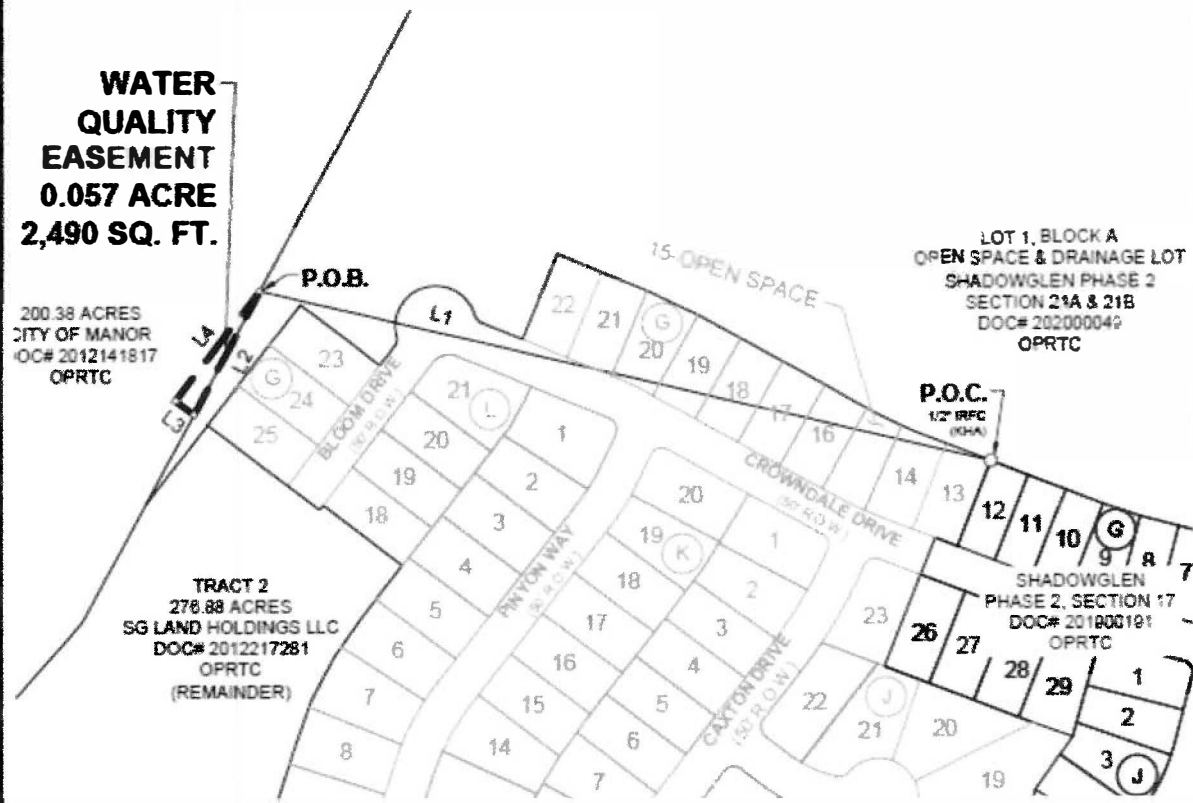
LINE TABLE		
NO.	BEARING	LENGTH
L1	N76°38'58"W	833.21'
L2	S27°50'50"W	174.57'
L3	N52°27'57"W	28.92'
L4	N37°32'03"E	172.18'

WATER QUALITY EASEMENT
0.057 ACRE
2,490 SQ. FT.

200.38 ACRES
 CITY OF MANOR
 DOC# 2012141817
 OPRTC

TRACT 2
 276.88 ACRES
 SG LAND HOLDINGS LLC
 DOC# 2012217281
 OPRTC
 (REMAINDER)

LOT 1, BLOCK A
 OPEN SPACE & DRAINAGE LOT
 SHADOWGLEN PHASE 2
 SECTION 21A & 21B
 DOC# 202000042
 OPRTC



LEGEND:
 P.O.C. = POINT OF COMMENCING
 P.O.B. = POINT OF BEGINNING
 IRFC = IRON ROD W/CAP FOUND
 OPRTC. = OFFICIAL PUBLIC RECORDS,
 TRAVIS COUNTY, TEXAS

NOTES:
 GEODETIC BASIS STATEMENT: The bearings, distances, areas and coordinates shown hereon are Texas State Coordinate System GRID, Central Zone (FIPS 4203) (NAD'83), as determined by the Global Positioning System (GPS). The unit of linear measurement is U.S. Survey Feet.

ABEL P. STENDAHL
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6754
 601 NW LOOP 410, SUITE 350
 SAN ANTONIO, TEXAS 78216
 PH. 210-541-9166
 abel.stendahl@kimley-horn.com



WATER QUALITY EASEMENT
 0.057 ACRE
 WILLIAM SANDERFORD SURVEY
 NO.70, ABSTRACT NO. 743
 TRAVIS COUNTY, TEXAS

Kimley»Horn
 601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10199973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 200'	DJO	APB	09/10/20	060254501	2 OF 2

Exhibit "B"

**A METES AND BOUNDS
DESCRIPTION OF A
0.018 ACRE STRIP OF LAND**

BEING a 0.018 acre (800 square feet) strip of land situated in the William Sanderford Survey No. 70, Abstract No. 743, Travis County, Texas; being a portion of a called 200.38 acre tract of land described in instrument to the City of Manor in Document No. 2012141817 of the Official Public Records of Travis County, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "KHA" found marking the northwest corner of Lot 12, Block G of Shadowglen Phase 2, Section 17, plat of which is recorded in Document No. 201900191 of the Official Public Records of Travis County, on the southerly line of Lot 1, Block A of Shadowglen Phase 2, Section 21A & 21B, plat of which is recorded in Document No. 202000049 of the Official Public Records of Travis County,

THENCE, North 70°09'42" West, 912.04 feet, departing the northwest corner of said Lot 12 and the southerly line of said Lot 1 to the **POINT OF BEGINNING** of the herein described tract on the common line between said 200.38 acre tract and said Lot 1;

THENCE, South 27°59'50" West, 40.00 feet along said common line to a point for corner,

THENCE, departing said common line and crossing said 200.38 acre tract the following three (3) courses and distances

1. North 62°00'10" West, 20.00 feet to a point for corner,
2. North 27°59'50" East, 40.00 feet to a point for corner,
3. South 62°00'10" East, 20.00 feet to the **POINT OF BEGINNING**, and containing 0.018 acre of land in Travis County, Texas. All distances are on the Grid and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas. The bearings, distances, areas and coordinates shown hereon are Texas State Coordinate System GRID, Central Zone (FIPS 4203) (NAD'83), as determined by the Global Positioning System (GPS).

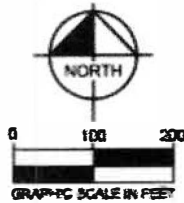
**DRAINAGE EASEMENT
0.018 ACRE
WILLIAM SANDERFORD SURVEY
NO.70, ABSTRACT NO. 743
TRAVIS COUNTY, TEXAS**

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REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6754
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Kimley»Horn
 601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10188973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale N/A	Drawn by CJD	Checked by APS	Date 09/21/2020	Project No. 060254501	Sheet No. 1 OF 2
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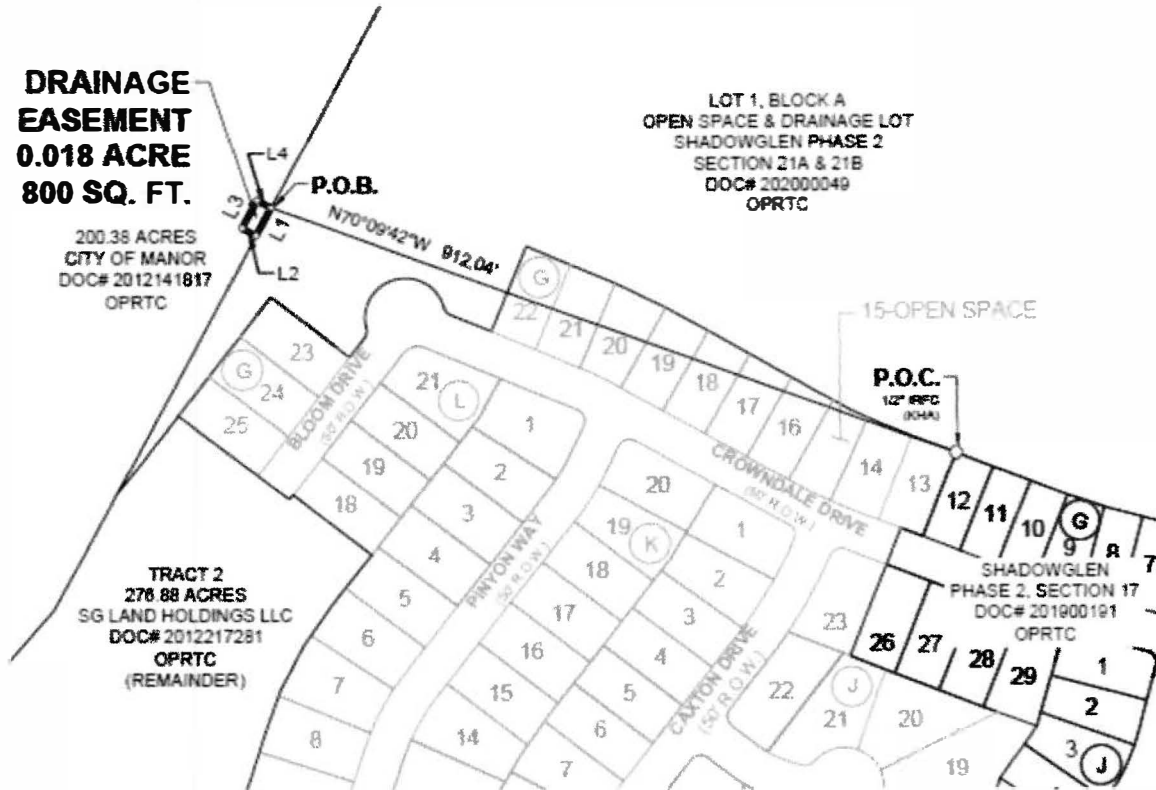


LINE TABLE		
NO.	BEARING	LENGTH
L1	S27°59'50"W	40.00'
L2	N62°00'10"W	20.00'
L3	N27°59'50"E	40.00'
L4	S62°00'10"E	20.00'

DRAINAGE EASEMENT
0.018 ACRE
800 SQ. FT.

200.38 ACRES
 CITY OF MANOR
 DOC# 2012141817
 OPRTC

LOT 1, BLOCK A
 OPEN SPACE & DRAINAGE LOT
 SHADOWGLEN PHASE 2
 SECTION 21A & 21B
 DOC# 202000049
 OPRTC



NOTES:
 GEODETIC BASIS STATEMENT: The bearings, distances, areas and coordinates shown hereon are Texas State Coordinate System GRID, Central Zone (FIPS 4203) (NAD'83), as determined by the Global Positioning System (GPS). The unit of linear measurement is U.S. Survey Feet.

LEGEND:
 P.O.C. = POINT OF COMMENCING
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DRAINAGE EASEMENT
0.018 ACRE
WILLIAM SANDERFORD SURVEY
NO. 70, ABSTRACT NO. 743
TRAVIS COUNTY, TEXAS

Kimley»Horn
 601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193672 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 200'	DJA	APS	09/21/2020	080254501	2 OF 2

EXHIBIT C

Shadowglen Section 18A
Lease Agreement - Exhibit C

