**DEVELOPMENT AGREEMENT**
**ESTABLISHING DEVELOPMENT STANDARDS**
**FOR MONARCH RANCH DEVELOPMENT**

This Development Agreement Establishing Development Standards for the Monarch Ranch Development (defined below) (the "Agreement") is made and entered into, effective as of the ___ day of _____, 20__, by and between the **City of Manor, Texas**, a Texas home rule municipal corporation (the "City"), **Enfield Partners, LLC**, a Texas limited liability company ("Enfield Developer"), and **Monarch Ranch at Manor, LLC**, a Texas limited liability company ( "Monarch Developer"). Enfield Developer and Monarch Developer are sometimes referred to, collectively, herein as the "Developers". The City and the Developers are sometimes referred to herein as the "Parties." The Parties agree as follows:

**Section 1. Purpose; Consideration.**

(a) The Developers collectively own an approximately 134.529 acre tract of land located in Travis County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") with Enfield owning 12.791 acres (the "Enfield Property") and Monarch owning 123.551 acres (the "Monarch Property"). The Enfield Property and the Monarch Property are sometimes collectively referred to as the "Property"). Monarch plans to develop the Monarch Property as a single family residential subdivision (the "Residential Development"), and Enfield plans to develop the Enfield Property as a commercial development (the "Commercial Development"), collectively referred to as the "Monarch Ranch Development" or "Development". The Developers and the City want to provide that the City is able to enforce the development standards for the Development as they are described in this Agreement through its building permit, inspection, and certificate of occupancy processes, given that Texas Government Code Section 3000.002 et seq, limits the ability of cities to enforce certain development standards governing building materials by ordinance. In addition, the Developers and the City want to provide for the City to allow for the concurrent review of the plats and plans submitted by Developers for the Development. The City and Monarch Developer also want to provide for the design and construction of regional wastewater services and possible oversizing of those wastewater services for use by the Property and other development actions by both Parties.

(b) The Developers will benefit from a concurrent review of the plats and plans for the Development; and the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developers after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.

(c) The benefits to the Parties set forth in this Section 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is

hereby acknowledged by both Parties.

**Section 2. Term; Termination.**

(a) The term of this Agreement commences on the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate for the Residential Development on the later of (i) ten (10) years from the Effective Date or (ii) issuance of the final certificate of occupancy for the final structure in the Residential Development; for the Commercial Development on the later of (i) ten (10) years from the Effective Date or (ii) issuance of the final certificate of occupancy for the final structure in the Commercial Development.

(b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written until the termination date, provided that the City may terminate this Agreement in accordance with Section 17.

**Section 3. Development Standards.**

(a) **Residential Development Requirement.** The exterior wall standards set forth in this section shall apply to the structures located on the Monarch Property, including any amenity building structures:

1. **Front Elevations**. At least thirty percent (30%) of the exterior façade of the front elevations shall be constructed of clay brick, natural stone, cultured stone, cast stone, cement stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors, and trim work as outlined in **Exhibit F**, Section A;

    i. All street facing, exterior walls of primary buildings / structures shall include at least three (3) variations of architectural accents that break the wall plane, as outlined in **Exhibit F**, Section A. Architectural features may include:

        1. Cantilevered overhangs;
        2. Cedar brackets / details;
        3. Awnings (with option metal roofs);
        4. Shutters;
        5. Gable vents; or
        6. Dormers.

2. **Collector Road and Corner Lots**. At least thirty percent (30%) of the exterior façade of the side and rear elevations, when adjacent to a collector road or on a corner lot, shall be constructed of clay brick, natural stone, cultured stone, cast stone, cement stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors, and trim work as outlined in **Exhibit F**, Section B;

i. All exterior walls of primary buildings / structures that face public R.O.W shall include at least one (1) variation of an architectural accent that breaks the wall plane, as outlined in **Exhibit F**, Section B. Architectural features may include:

1. Cantilevered overhangs;
2. Cedar brackets / details;
3. Awnings (with option metal roofs);
4. Shutters;
5. Gable vents; or
6. Dormers.

3. **Interior Lots.** At least thirty percent (30%) of the exterior façade of the side and rear elevations, on interior lots, will consist of cementitious fiber siding with at least a 2' masonry return, as outlined in **Exhibit F**, Section C.

4. **Amenity Building.** Architectural split-faced, integrally colored limestone CMU block shall be an acceptable masonry material for the residential amenity building(s) and picnic pavilion structures.

(b) **Non-Residential Development Requirement.** The exterior wall standards set forth in this section shall apply to the non-residential structures located on the Enfield Property. At least sixty percent (60%) minimum of the exterior façade of the front elevations, and fifty percent (50%) minimum combined on all elevations, of each non-residential structure shall be constructed of clay brick, natural stone, cultured stone, cast stone, stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors, and trim work.

(c) **Architectural Requirement.** The architectural standards set forth in the City's Code of Ordinances, Section 14.02.065(b) shall apply to the non-residential structures located on the Enfield Property.

(d) **Outdoor Lighting Requirement.** The outdoor lighting standards set forth in the City's Code of Ordinances, Article 15.05 shall apply to all non-residential development on the Enfield Property.

(e) **Building Permits.** The Developers acknowledge and agree that compliance with Sections 3(a) and 3(b) will be a condition of issuance of building permits and certificates of occupancy. Developers further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) and 3(b) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the

Applicable Regulations, as herein defined, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

(f) **Timing of Platting.** The Developers agree to waive the submission requirements of the City's ordinances and subdivision regulations, and the City agrees to allow concurrent review of concept plan(s), preliminary plat(s), construction plan(s), and final plat(s). Upon each submittal, the City shall have thirty (30) days to respond to the Developers and/or its authorized representative with comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the City's ordinances and subdivision regulations, the plats and plans will be heard before the applicable governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the City's ordinances and subdivision regulations. The parties acknowledge and agree that the Residential Development and Commercial Development will follow separate development timelines and that submittals for each may be made at separate times. Each of the Residential Development and Commercial Development are entitled to the same timing as described above.

**Section 4. Development of the Property.** Except as modified by this Agreement, the Development and the Monarch Property and Enfield Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City's ordinances and the zoning regulations applicable to the Property on the date of this Agreement, and such amendments to City ordinances and regulations that that may be applied to the Development and the Monarch Property or Enfield Property under Chapter 245, Texas Local Government Code, and good engineering practices (the "Applicable Regulations"). If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control.

**Section 5. Wastewater Service.**

(a) **Service Connections**. The City will provide wastewater service to lots within the Development, and will approve connections for each residential or commercial unit or structure to the City's wastewater system upon payment of applicable fees and a Certificate of Occupancy being issued for the unit or structure and provide wastewater service for the residential or commercial unit or structure within the completed subdivisions on the same terms and conditions as provided to all other areas of the City; provided that the Monarch Developer has constructed, completed, and obtained the City's acceptance of all infrastructure required to serve the Project.

(b) **Wastewater Service Construction Obligations**. The Monarch Developer is solely responsible for the engineering and construction of all wastewater lines, infrastructure and facilities necessary to serve the Property as more specifically depicted in **Exhibit B** (the "**Wastewater Service").** Monarch Developer shall submit construction plans for the Wastewater Service to the City for review and approval; and will fund, and pay for the

design, construction and installation of the Wastewater Service in accordance with the approved construction plans, applicable local, state, and federal regulations, and good design and engineering practices. The Wastewater Service may be constructed in one or more phases as mutually agreed upon by the City and Monarch Developer. Monarch Developer will obtain City acceptance of the Wastewater Service in accordance with the procedures and time frames set forth in the City's Subdivision Ordinance for each phase of the Wastewater Service, when completed. The Monarch Developer shall be entitled to the wastewater Impact Fee Rebates (defined herein) as provided in Section 6 and if applicable, the cost for Oversizing as provided in (d) below, subject to the provisions and limitations set forth in this Agreement.

(c) **Use of City Property and Easements.**

1. During the Design Phase, the City shall identify any Wastewater easements on the Developers' property required to be conveyed to the City. The Developers 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.

2. Easements associated with the Development are necessary and required by the City for the City to provide wastewater service to the Property and for the Developers to comply with the City regulations and obtain approval for the development of the Property. The City agrees to cooperate, and support the Monarch Developer's acquisition of necessary easements from third parties. The Monarch Developer is responsible for negotiating acquisition of and payment of costs associated with the easement with the appropriate property owner(s). The Developers shall convey to the City at no cost to the City the easements reasonably required for the Project free and clear of all liens and encumbrances. If the Monarch Developer is unable to obtain any necessary easements, Monarch Developer shall notify the City within thirty (30) days that the easement(s) was not obtained and the City will determine whether to use condemnation proceedings to obtain the necessary easements needed. If the City proceeds with condemnation proceedings to obtain the easement(s) needed, Monarch Developer shall be responsible for all costs associated with the easement acquisition.

(d) **Oversizing of Wastewater Service**.

1. City, at its discretion, may require the oversizing of the Wastewater Service, which will include the facility and infrastructure. City must exercise this right during or before plan review. The City may exercise this right before or after the Monarch Developer has submitted design plans for the Wastewater Service, if such request by the City does not materially impact the Monarch Developer's schedule and costs. Monarch Developer will be responsible for the costs associated with providing the appropriately sized Wastewater Service to the Development and City will be responsible for the costs associated with any oversizing required by the City. The City shall reimburse Monarch Developer for the oversizing cost by paying Monarch Developer a lump sum cost within thirty (30) days after the completion and acceptance of the Wastewater Service.

2. If the City requires the Wastewater Service to be oversized, the construction contract for the Wastewater Service will be bid (publicly or privately, as appropriate) with alternate bids being required for Wastewater Service sized to serve the Project as required by the Applicable Regulations ("**Alternate #1**") and the larger-sized Wastewater Service 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 Wastewater Service. Prior to bidding, the Monarch Developer 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 Monarch Developer's Engineer of any corrections to be made.

3. After bids are received, the Monarch Developer's 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 Monarch Developer's 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 Monarch Developer's 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 (d), or submit the bid to the City Council for approval.

4. 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 Monarch Developer and are reasonable, necessary and documented to and approved by the City Engineer.

(e) **Dedication and Acceptance**. Dedication and acceptance of the Wastewater Services is governed by the Applicable Regulations. The City agrees that it will not unreasonably deny, delay, or condition its acceptance of the Wastewater Service. From and after the City's final acceptance of the Wastewater Service, the City will own, operate and maintain the Wastewater Services and will be responsible for all costs associated with it, except as otherwise provided by the Applicable Regulations or this Agreement.

**Section 6. Impact Fee Rebates.**

(a) Subject to Section 5(b), the City's Capital Improvement Plan (CIP) update and the terms and provisions of this Agreement, the Monarch Developer will be paid a rebate of that portion of each Impact Fee received by City for the provision of wastewater service to each lot or building site served by the Wastewater Service equal to fifty percent (50%) of each Impact Fee (the "Reimbursement Amount"), until the earlier to occur of (1) the Monarch Developer receiving rebates of Impact Fees equal to the Reimbursement Amount; or (2) termination of this Agreement (each being an "Impact Fee Rebate" and collectively the

"Impact Fee Rebates"). The payments will be made on or before the 15th day of each April, July, October and January following the date the City receives Impact Fees for connections served by the line. The payments will be in an amount equal to fifty percent (50%) of each Impact Fee collected by the City for a lot or building site served by the Wastewater Service, whichever is greater, during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Wastewater Impact Fees of $4,470.00 for the connection of each of 10 LUEs to the Wastewater Service in the months of January, February and March, then, in that event, on or before the 15th day of April, the City will rebate to the Monarch Developer (or its assignee) an amount equal to fifty percent (50%) of those collected Impact Fees.

(b) If, for any reason, the City fails to or is prevented from collecting Impact Fees for each lot or building site served by the wastewater line of at least $4,470.00, then the City will take all reasonable steps to collect a fee equal to the difference between $4,470.00 and the amount of the Impact Fees actually collected for each lot or building site served by the Wastewater Service on the earlier of the application for a building permit or a request for wastewater service for the lot or site as a contribution to the costs of the extension of City wastewater service to the property served by the Wastewater Service (the "Service Fee"); provided that doing so is legally authorized. The Monarch Developer is entitled to a rebate of the Service Fee on the same terms and conditions that it would have otherwise been entitled to a rebate of the Impact Fee under Section 6. (a) and (b) hereof.

(c) Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating any portion of the Impact Fees collected for lots or building sites served by the Wastewater Service on the earlier of: (i) the date that the Monarch Developer, its grantees, successors and assigns, has been paid Impact Fees in an amount equal to the Reimbursement Amount; or (ii) termination of this Agreement. The City at any time at its sole discretion may pay the Monarch Developer the balance of the Reimbursement Amount from other funds available to the City. The Monarch Developer will not receive any Impact Fee Rebates until the Wastewater Service is completed and accepted by the City.

**Section 7. Escrow Account.** Commencing on the Effective Date and continuing until the Impact Fee Rebates are terminated pursuant to this Agreement, the City will maintain a separate escrow account for the Impact Fees (the "Impact Fee Escrow Account"). The City will deposit into the Impact Fee Escrow Account fifty percent (50%) of the Impact Fees paid to and received by the City for connections listed in Section 6. The Impact Fee Escrow Account will be held by the City and the Impact Fee Rebates will be disbursed to Monarch Developer from the Impact Fee Escrow Account as provided in this Agreement. Payments of Impact Fee Rebates to Monarch Developer shall begin after Monarch Developer completes and obtains City acceptance of the Wastewater Service.

**Section 8. Payment of Rebates.** Impact Fee Rebates will be paid by the City to Monarch Developer quarterly in arrears. Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the date the City receives the Impact Fees. The payments will be in an amount equal to fifty percent (50%) of the Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and

payable. Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating Impact Fees at such time, if any, as Monarch Developer, its grantees, successors and assigns, have been paid Impact Fees, or a combination of Impact Fee Rebates and one or more payments from the City, in an amount equal to the Reimbursable Costs of the Wastewater Service.

**Section 9. Timeline of Events**. The design and construction of the Wastewater Service will generally proceed according to the schedule set out in **Exhibit C** attached.

**Section 10. Water Service.** The Parties acknowledge that the Property is currently located within Manville's water CCN. The Monarch Developer shall be responsible for preparing and processing a petition for release of the Property from Manville's CCN.

(a) Developer Decertification of Property. The Monarch Developer will submit to the Public Utility Commission of Texas ("PUC") a Water Service Area Transfer Agreement pursuant to Texas Water Code Section 13.248 to transfer the Property more particularly described on **Exhibit A** from Manville Water Supply Corporations' ("Manville") CCN to the City's CCN on or before the City's approval of the final plat for the initial phase of the Monarch Development and shall thereafter diligently pursue the service area transfer from Manville's to the City's CCN. The Monarch Developer shall be responsible for any and all costs of this service area transfer and shall enter into a deposit agreement between the City and the Monarch Developer.

(b) City Service. Upon transfer of the Property described on **Exhibit A** to the City's CCN, the City hereby agrees to provide continuous and adequate water service to the Property as is required of all CCN holders pursuant to Texas Water Code Section 13.250 (a).

**Section 11. Signage**. Developers and City agree to the following signage for the Development:

(a) The City will allow the sign, associated landscaping and irrigation within the median and public right of way via a license agreement; and

(b) The Monarch Developer will comply with the signage standards set forth for residential districts in the City's Code of Ordinances, Section 15.04.018(13).

(c) The Enfield Developer will comply with the signage standards set for commercial districts in the City's Code of Ordinances, Section 15.04.018.

**Section 12. Establishment of Homeowners Association.** Monarch Developer agrees to cause to be created a mandatory dues paying Home Owners Association (HOA) that will be conveyed title to and become the owner of those portions of the Residential Development that are designated on the approved plat of the Monarch Property as green space, trails, or amenities open to the use of the property owners and will be responsible for the maintenance and upkeep of all of the property conveyed to it.

**Section 13. Parkland.** The Parties agree to the following Parkland for the Residential Development:

(a) The approximately 20 acres that will be dedicated as parkland and open space as more particularly depicted in **Exhibit D** ("Parkland and Open Space") will satisfy all of Monarch Developer's obligations with respect to the City's park requirements for the Residential Development.

(b) Monarch Developer shall convey the approximately 20 acres by deed to the City upon City's approval of the final plat for the portion of the Monarch Property in which the applicable Parkland and Open Space is contained. Parkland and Open Space shall be dedicated at the time of final plat approval for the portion of the Monarch Property in which the Parkland and Open Space is contained.

(c) All Parkland and Open Space conveyed to the City and all trails, landscaping and public amenities described in **Exhibit D** will be maintained and operated by the HOA, as the term is defined in Section 11, commencing upon the conveyance of the applicable Parkland and Open Space by separate instrument and continuing for as long as the Parkland and Open Space is used as parkland. All Parkland and Open Space conveyed to the City will be maintained and operated by the HOA, and the Monarch Developer and/or the HOA and the City will enter into a maintenance and operation agreement substantially in the form attached hereto as **Exhibit E** concurrently with the conveyance of the Parkland and Open Space or Public Amenities, as applicable.

(d) An eight-foot (8') concrete trail shall provide pedestrian/bike access along the parkland corridor connecting from the north Property boundary to the south Property boundary, as depicted in Exhibit D.

(e) Trees shall be planted parallel to the concrete trail at a spacing of one (1) for every forty (40) linear feet. Trees shall be a minimum of three (3) inch caliper and selected from Type A/B tree list of the City of Manor Code of Ordinances.

(f) Parkland amenities located within the Residential Development shall include a minimum of the following recreational elements:

i. age 5-12 playground,
ii. age 2-5 playground,
iii. parking area with a minimum of 20 parking space,
iv. dog park with a minimum area of 10,000 square feet,
v. picnic areas with a minimum of 4 picnic tables,
vi. picnic pavilion with a minimum size of 20' x 30', and
vii. open lawn/gaming area.

The Monarch Developer may utilize up to 2 acres, outside of the 20 acres for Parkland and Open Space, for a private amenity pool and restroom facility ("Private Park"). The Private Park will not be dedicated to the City, and the final boundary will be determined at the platting stage of the Residential Development.

**Section 14. Traffic Impact Analysis (TIA) and Transportation Mitigation.** The City has approved

the scope of the Traffic Impact Analysis, and any transportation improvements that the Developers will need to construct, fund, convey, or dedicate (collectively, "Transportation Mitigation") as identified in the TIA will be at no cost to the City or another agency for this Development. The TIA shall be reviewed concurrently with all other submittals and shall be approved prior to the approval of the subdivision construction plans.

**Section 15. Development Approvals.**

(a) In addition to any other remedies set forth herein, if the Developers fail to make any payments to the City required in this Agreement, the City may withhold development approvals for the Project until such payment has been made, but only for the Project related to the Developer that failed to make such payment.

(b) To support the overall schedule for the Wastewater Service, it will be considered a public/private joint project and not as offsite improvements constructed by the Monarch Developer for the purposes of city code platting and permitting definition.

**Section 16. Assignment of Commitments and Obligations; Covenant Running with the Land**.

(a) The Monarch Developer may assign all of its rights and obligations in and to this Agreement to any affiliate or related entity of Blackburn Homes, LLC without the prior consent or approval of the City Council. Enfield Developer may assign all of its rights and obligations in and to this Agreement to any affiliate or related entity without the prior consent or approval of the City Council. If either Developer assigns this Agreement and its obligations and rights under this Agreement to an affiliate or related entity, the applicable Developer will be released on the date of the assignment from any further obligations under this Agreement provided the City is given notice of the assignment within thirty (30) days after the assignment is made by either Developer. The assignment of this Agreement or of either Developers' interests, rights or duties in this Agreement to any one (1) or more purchasers of all or part of the Property that is not one of the Developers or an affiliate or related entity of one of the of Developers must first be approved and consented to by the City Council of the City, which consent shall not be unreasonably withheld or delayed.

(b) This Agreement constitutes a covenant that runs with the Property and is binding on future owners of the Property. The Developers and the City acknowledge and agree that this Agreement is binding upon and inure to the benefit of the parties, their successors, and assigns the City and the Developers and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

**Section 17. 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 notice of default from the other party. Upon the passage of fourteen (14) business days 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. A default by either the Monarch Developer or Enfield Developer is not a default by the other Developer and the non-defaulting Developer may not be held liable too the City to cure the default of the defaulting Developer nor may the City exercise any remedy granted to it in this Section 17 against a non-defaulting Developer.

**Section 18. 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.

**Section 19. Attorneys 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.

**Section 20. 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.

**Section 21. 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.

**Section 22. 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.

Any notice mailed to the City shall be addressed:

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
223 West Anderson Lane, Suite A105
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:

Monarch Ranch at Manor, LLC
Attn: David B. Blackburn
310 Enterprise Drive
Oxford, MS 38655

Enfield Partners, LLC
Attn: Russell Thurman
2303 Camino Alto Rd.
Austin, TX 78746
thurmanrussell@gmail.com

With copy to:

Monarch Ranch at Manor, LLC
Attn: Jake Muse
310 Enterprise Drive
Oxford, MS 38655

Martin B. Payne
PO Box 279
Fayetteville, TX 78940

Birdview, LLC
Attn: Brian White
2909 Edgewater Dr.
Austin, TX 78733

John Thurman Payne, Sr.
PO Box 1279
Kingsland, TX 78639

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

**Section 23. Waiver of Alternative Benefits.** The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developers hereby waive any and all claims or causes of action against the City Developers may have for or with respect to any duty or obligation undertaken by Developers pursuant to this Agreement, including any benefits that may have been otherwise available to Developers but for this Agreement.

**Section 24. 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.

**Section 25. Agreement and Amendment.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

**Section 26. 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.

**Section 27. 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 Developers.

**Section 28. Effective Date.** The Effective Date of this Agreement is the defined date set forth in the first paragraph.

**Section 29. Texas Law Governs.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

**Section 30. 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.

**Section 31. Signatory Warranty.** The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the organization for which such signatory has executed this Agreement.

**Section 32. Counterparts**. This Agreement may be executed in multiple counterparts, including by facsimile, and each such counterpart shall be deemed and original and all such counterparts shall be deemed one and the same instrument.

**Section 33. Anti-Boycott Verification**. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developers represent that neither the Developers nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developers (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

**Section 34. Iran, Sudan and Foreign Terrorist Organizations**. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developers represent that Developers nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

**Section 35. Anti-Boycott Verification – Energy Companies**. The Developers hereby verify 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).

**Section 36. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations**. The Developers hereby verify 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.

**Section 37. Time is of the Essence.** It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

**Section 38. Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

**Exhibit A** – Property Description
**Exhibit B** – Wastewater Service
**Exhibit C** – Timeline

**Exhibit D** – Parkland and Open Space
**Exhibit E** – License Agreement Form
**Exhibit F** – Residential Exterior Elevation Standards

*[signature pages follow]*

EXECUTED this the _____ day of _____, 20___.

**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

APPROVED AS TO FORM:

_____
Veronica Rivera, Assistant City Attorney

**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

**MONARCH DEVELOPER:**

MONARCH RANCH AT MANOR LLC

By:_____
Name:
Title:

**THE STATE OF TEXAS §**
**COUNTY OF _____ §**

This instrument was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of Monarch Ranch at Manor LLC, a limited liability company, on behalf of said company.

_____
(SEAL) Notary Public, State of Texas

**ENFIELD DEVELOPER:**

ENFIELD PARTNERS LLC

By:_____
Name:
Title:

**THE STATE OF TEXAS §**
**COUNTY OF _____ §**

This instrument was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of Enfield Partners LLC, a limited liability company, on behalf of said company.

_____
(SEAL) Notary Public, State of Texas

**EXHIBIT A**
**PROPERTY DESCRIPTION**

Metes and Bounds:

Being all that certain tract or parcel of land situated in the S. Bacon Survey, Abstract No. 63, Travis County, Texas, being all of that certain called 146 3/4 acre tract of land described in the deed to Janice Thurman White Trust, Martin Payne, John Thurman Payne add Enfield Partners, LLC, recorded in Document No. 2019013312, Official Public Records, Travis County, Texas and being more particularly described by metes and bounds and follows:

BEGINNING at the South corner of the tract being described herein at a 1/2-inch iron rod found in the Northwesterly right-of-way line of F.M. 973 for the East corner of that certain called 136.342 acre tract of land described in the deed to H. Dalton Wallace, recorded in Document No. 2013210018, Official Public Records, Travis County, Texas and the South corner of said 146 3/4 acre tract of land, from which a 1/2-inch iron rod found on the Northwesterly right-of-way line of said F.M. 973 and the Southeasterly line of said 136.342 acre tract of land bears S13°18'28"W, a distance of 389.02 feet;

THENCE with the common line of said 136.342 acre tract of land said 146 3/4 acre tract of land, the following courses and distances:

N62°14'30"W, a distance of 3199.28 feet to a capped iron rod stamped "Chapparal" found for corner;

N88°59'54"W, a distance of 788.38 feet to a 1/2-inch iron rod found for the South corner of that certain called 59.072 acre tract of land described in the deed to Danny K. Fuchs and Diane F. Swanson, recorded in Document No. 2020081497, Official Public Records, Travis County, Texas and the West corner of said tract herein described;

THENCE with the East line of said 59.072 acre tract of land, the following courses and distances:

N12°37'38"E, a distance of 546.74 feet to a 4-inch wood fence corner post found for corner;

N71°31'15"E, a distance of 218.24 feet to a 5/8-inch iron rod with plastic cap stamped "Landpoint" set (herein referred to as capped iron rod set) for corner;

N53°03'35"E, a distance of 273.85 feet to a capped iron rod set for corner;

N26°39'39"E, a distance of 230.33 feet to a 1/2-inch iron rod found for corner;

N79°38'13"W, a distance of 59.13 feet to a 1/2-inch iron rod found for corner;

N06°31'39"E, passing at a distance of 649.99 feet a capped iron rod stamped "McGray" found for corner and continuing on said course for a total distance of 724.90 feet to a 1/2-inch iron rod found in the Southwesterly line of Gregg Lane for the East corner of said 59.072 acre tract of land and the North corner of said tract herein described;

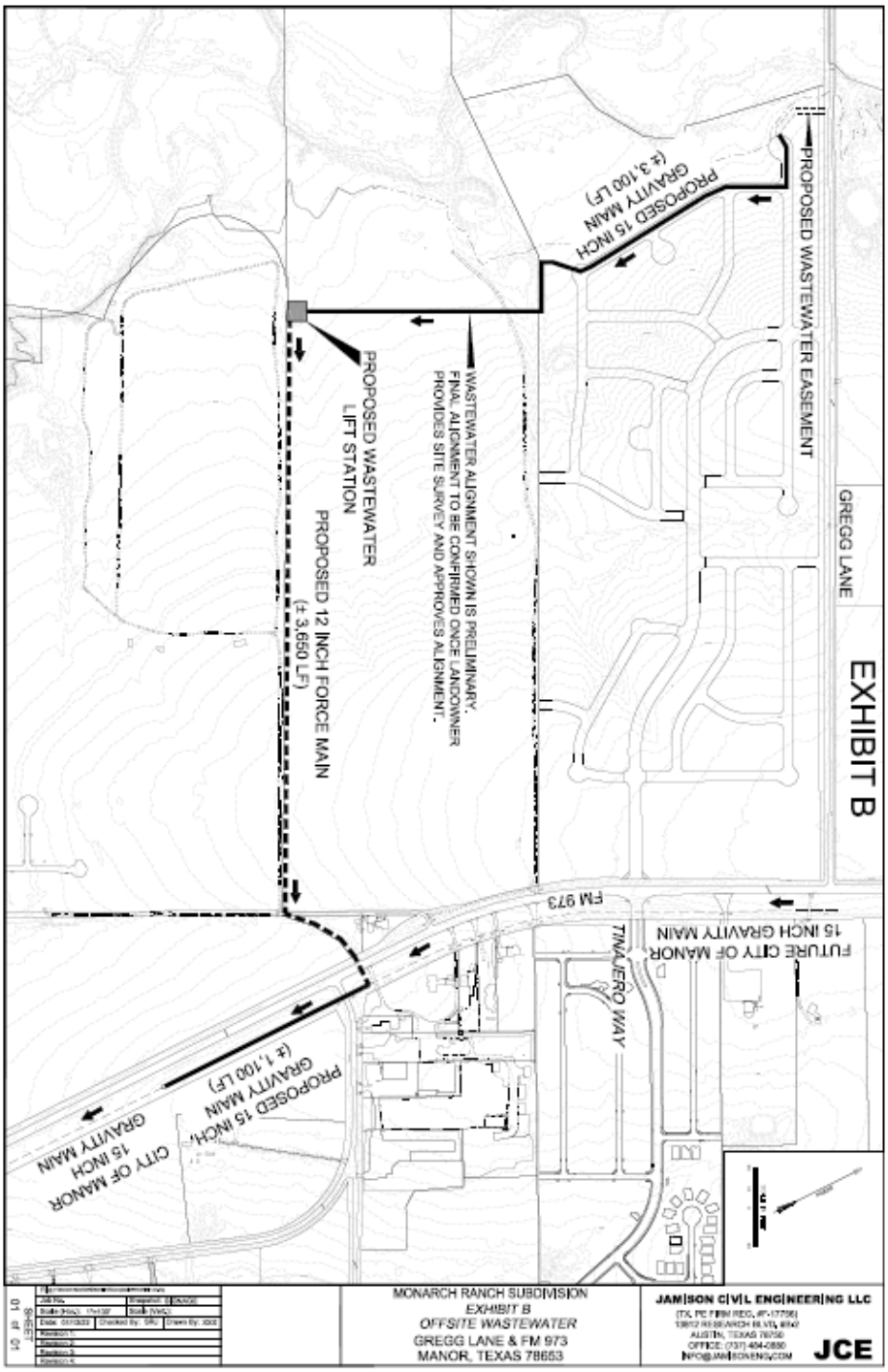
THENCE S62°19'23"E, with the Southwesterly line of said Gregg Lane, a distance of 4059.00 feet to a capped iron rod set in the Northwesterly right-of-way line of said F.M. 973 for the East corner of said tract herein described, from which a concrete monument

found on the Northeasterly line of said Gregg Lane for the South corner of that certain called 36.14 acre tract of land described in the deed to the United States of America, recorded in Document No. 2014113251, Official Public Records, Travis County, Texas bears N27°21'28"E, a distance of 32.41 feet;
THENCE with the Northwesterly right-of-way line of said F.M. 973, the following courses and distances:
S27°21'28" W for a distance of 1082.34 feet to a 1/2-inch iron rod found for the beginning of a curve to the left;
With said curve to the left, an arc length of 391.80 feet, a central angle of 09° 23'08", a radius of 2391.83 feet and a chord that bears S22°39'54"W, a distance of 391.36 feet to the POINT OF BEGINNING and containing 134.529 acres of land.
The herein referenced tract is referenced to State Plane Coordinates, Texas Central Zone, 4203.


_____03/25/2022__

Robert Glen Maloy
Registered Professional Land Surveyor Texas Registration No. 6028

**EXHIBIT B**
**WASTEWATER SERVICE**

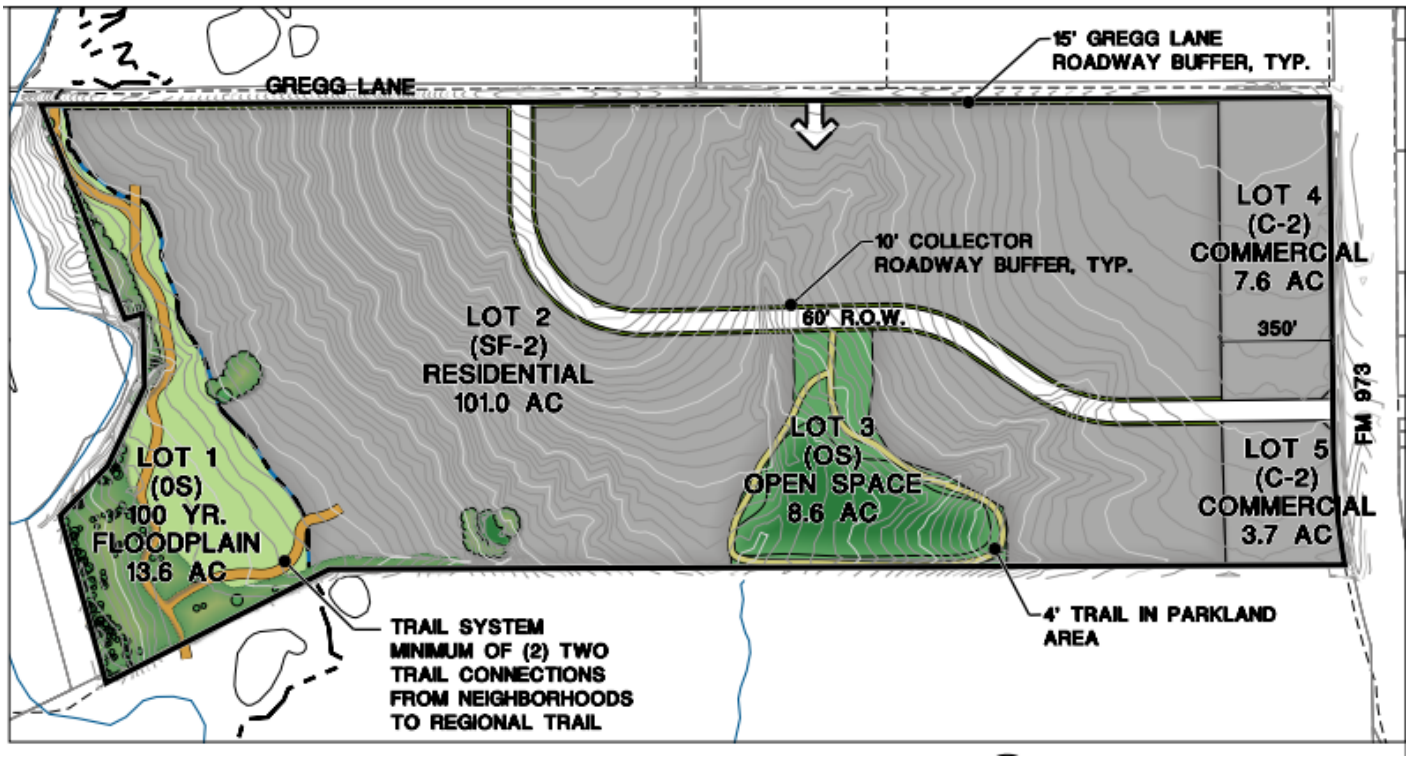



*** Design is preliminary and based on the current design as shown on the City's CIP Plan. The final design and alignment is subject to the City's review and acquisition of necessary easements.**

# EXHIBIT C
# TIMELINE

| Project | Category | Assigned To | Est. Start | Est. Finish |
|---|---|---|---|---|
| **OFFSITE WASTEWATER** | Preparation | JCE | 4/1/2022 | 5/10/2022 |
| **IMPROVEMENTS** | Completeness Check | JCE | 5/10/2022 | 5/25/2022 |
| | Formal Submittal | JCE | 5/25/2022 | 5/25/2022 |
| | City Comments #1 | JCE | 5/25/2022 | 6/24/2022 |
| | Update #1 Submittal | JCE | 6/24/2022 | 7/6/2022 |
| | City Comments #2 | JCE | 7/6/2022 | 8/5/2022 |
| | Update #2 Submittal | JCE | 8/5/2022 | 8/21/2022 |
| | City Comments #3 | JCE | 8/21/2022 | 9/2/2022 |
| | Update #3 Submittal | JCE | 9/2/2022 | 9/7/2022 |
| | City Council | JCE | 9/7/2022 | **9/7/2022** |

# EXHIBIT D
# PARKLAND AND OPEN SPACE




**H. Parkland and Open Space**

1. This Final PUD Site Plan provides approximately 22.2 acres of park and open space with the dedication of two (2) tracts of land as illustrated on the Parks Plan on this sheet. The parks and open space will include detention facilities for the project, tree preservation areas, 100 year floodplain, trail corridor and active programmed parkland.

2. An eight-foot (8') concrete trail shall provide pedestrian/bike access along the parkland corridor connecting from the north property boundary to the south property boundary, as depicted on Park Plan. Trees shall be planted parallel to the concrete trail at a spacing of one (1) tree for every forty (40) linear feet. Trees shall be a minimum of three (3) inch caliper and selected from the Type A/B tree list of the City of Manor Code of Ordinances.

3. Parkland amenities located within the Enfield PUD shall include a minimum of the following recreational elements: playground, parking area, dog park, picnic areas, picnic pavilion and open lawn/gaming area.

   a. Age 5-12 playground
   b. Age 2-5 playground
   c. Parking area with a minimum of 20 parking spaces
   d. Minimum 10,000 square foot dog park (may be allowed within detention area)
   e. Minimum 20 foot by 30 foot picnic pavilion

4. A portion of the parkland may be utilized for a private amenity pool and associated restroom facility. This lot defined for the private amenity will not be dedicated to the City and final boundary will be determined at the platting stage of development. The private amenity portion of the overall parkland will be a maximum of 2 acres.

5. A minimum 4 foot wide, concrete sidewalk shall be provided parallel to the Gregg Lane Landscape Buffer.

6. The proposed parkland shall be dedicated to the City of Manor and privately maintained by the Monarch Ranch Homeowner's Association.

**EXHIBIT E**
**LICENSE AGREEMENT FORM**

**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 the _____, a Texas _____ (the "Licensee"). The City and the Licensee are referred to together as the "Parties".

RECITALS:

**WHEREAS**, The _____ Subdivision contains publicly-owned land; and

**WHEREAS**, the City desires to authorize the Licensee permission to enter and use publicly-owned land within the _____ Subdivision to construct, improve, install, and maintain improvements under 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. The City grants to Licensee permission to use the licensed property for the following purposes only:

> Construction, improvement, installation and maintenance of _____ located at the _____ Subdivision, as more particularly shown and described in Exhibit "A" attached hereto (the "Improvements").

The above-described property, hereinafter referred to as the "Licensed Property", is further shown in Exhibit "A" attached to this Agreement and incorporated by reference for all purposes.

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.

2.03. Licensee agrees that: (a) the construction 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 as a result of the Improvements.

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. Modification or removal shall be at Licensee's sole discretion, except where otherwise provided by this Agreement. 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 license.

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:

_____
_____
_____

with a copy to:

_____
_____
_____

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. COMMENCEMENT AND TERMINATION

8.01. 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.

## XI. TERMINATION

9.01. 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 installations, other than the Improvements, that it made from 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.

9.02. Termination by City. 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, interfere with the City's right-of-way;

(b) Use of the right-of-way area becomes necessary for a public purpose;

(c) 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;

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

## X. EMINENT DOMAIN

10.01. 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.

## XI. INTERPRETATION

11.01. 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.

## XII. APPLICATION OF LAW

12.01. 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.

## XIII. VENUE

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

## XIV. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT

14.01. 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.

## XV. ASSIGNMENT

15.01. 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.

## XVI. POWER AND AUTHORITY

16.01. The City hereby represents and warrants to Licensee that the City has full constitutional and lawful right, power, and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council, and all of the foregoing have been authorized and approved by all necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.

16.02. Licensee hereby represents and warrants to the City that Licensee has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved

by all necessary actions of Licensee. Concurrently with Licensee's execution of this Agreement, Licensee has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of Licensee to do so. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of Licensee, and is enforceable in accordance with its terms and provisions.

*[signature pages follow]*

**ACCEPTED** this the _____ day of _____, 20____.

THE CITY:
CITY OF MANOR

_____
_____, City Manager

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 _____, 20___, by _____, as City Manager of THE CITY OF MANOR, TEXAS, a home-rule municipality, on behalf of said City.

_____
Notary Public, State of Texas

LICENSEE:

_____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, as _____ of _____, a _____, on behalf of said _____.

_____
Notary Public, State of Texas

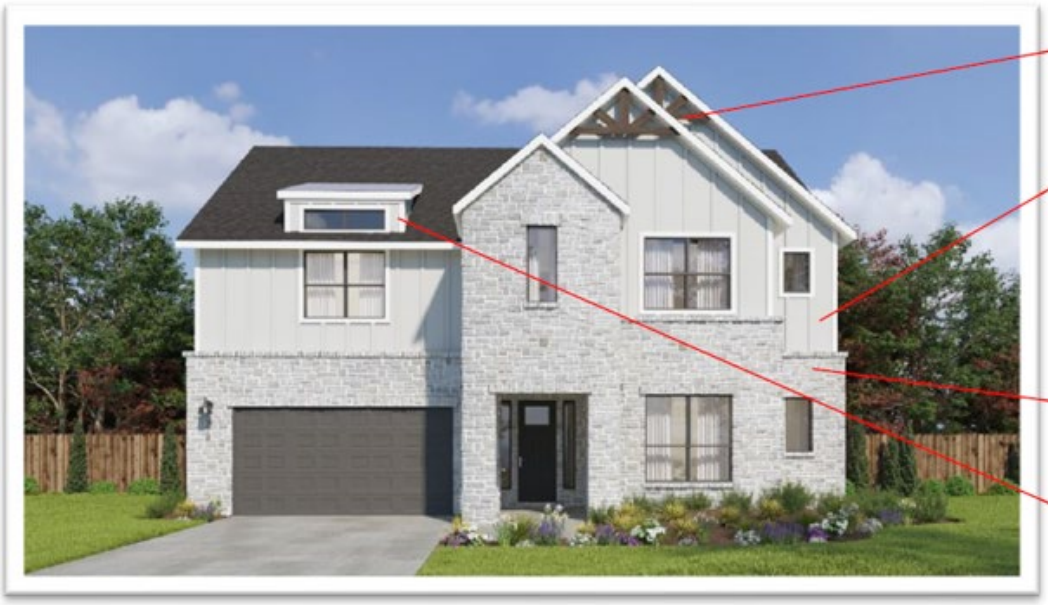
AFTER RECORDING, PLEASE RETURN TO:

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

**Exhibit "A"**
**[attachment follows this page]**

**EXHIBIT F**
**RESIDENTIAL EXTERIOR STANDARDS**

A. All **Front elevations shall** consist of:
   a. A minimum of 30% masonry (cement stucco, stone, or brick)
   b. A variation of architectural accents.
      1. Cantilevered Overhangs
      2. Cedar Brackets / Details
      3. Awnings (with optional metal roofs)
      4. Shutters
      5. Gable Vents
      6. Dormers


DECORATIVE CEDAR TRUSS
CEMENTITIOUS, PAINT GRADE, BOARD & BATTEN
MASONRY
DORMER


CEMENTITIOUS, PAINT GRADE, BOARD & BATTEN
MASONRY WAINSCOT
WRAPPED POST
POP-UP DORMER

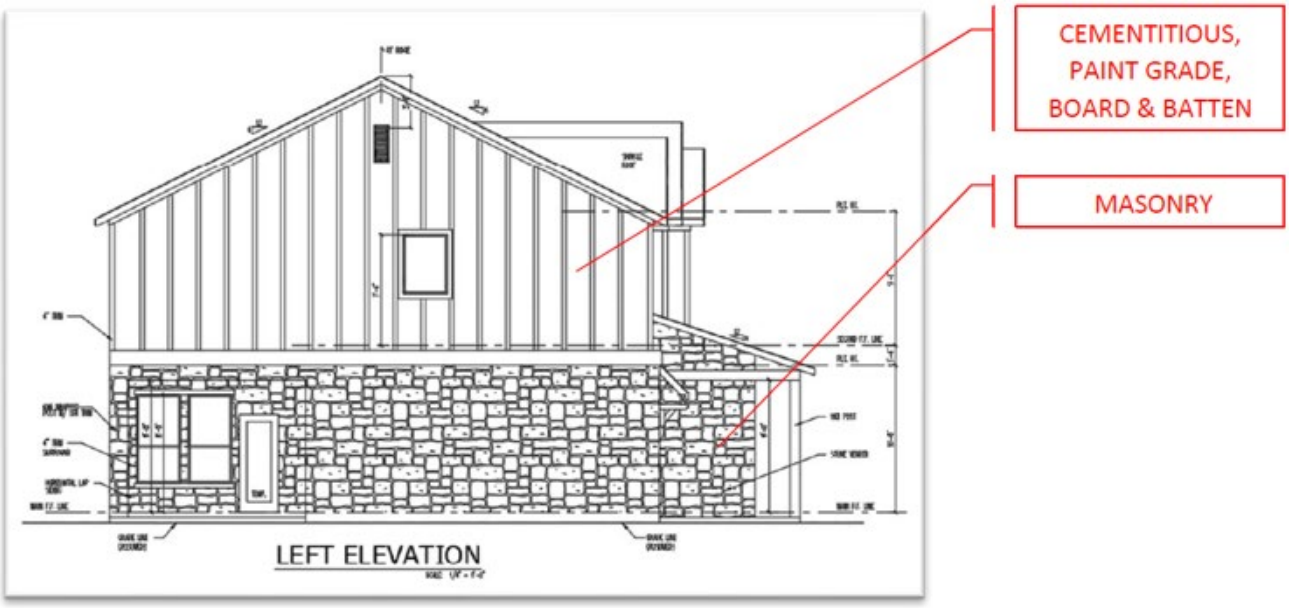

DECORATIVE CEDAR TRUSS
PAINTED STUCCO
MASONRY
CANTILVERED OVERHANG

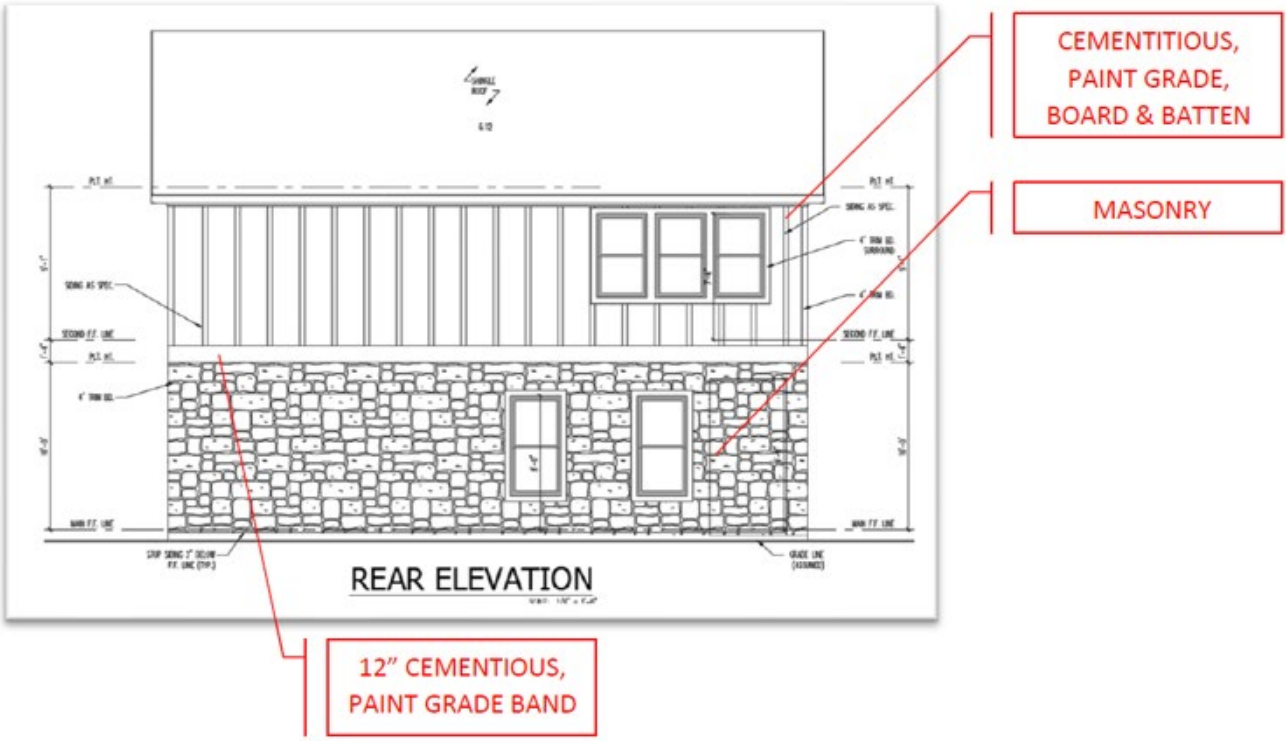

PAINTED STUCCO
MASONRY WAINSCOT
ANGLED COLUMN
POP-UP DORMER

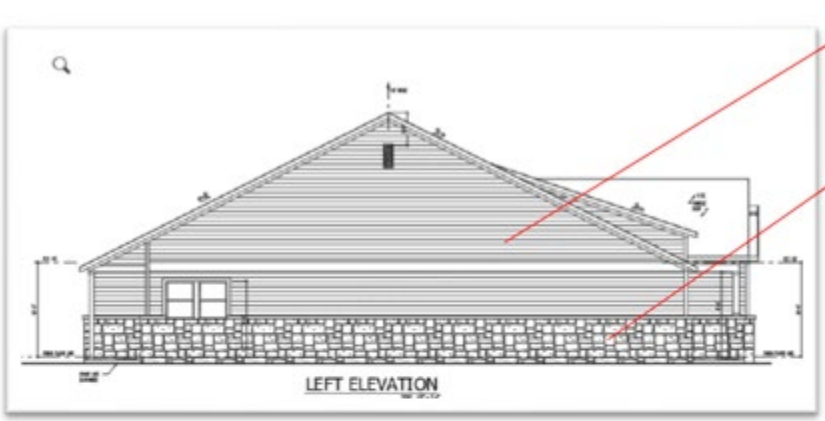

DECORATIVE CEDAR TRUSS
PAINTED STUCCO
MASONRY
SHUTTERS


DECORATIVE CEDAR TRUSS
CEMENTITIOUS, PAINT GRADE, BOARD & BATTEN
MASONRY
METAL ACCENT ROOF

B. **Collector Road & Corner Lots shall** have masonry on the side and rear elevations, similar to the front elevation.
    a. These will be labeled as “Premium” elevations.
    b. Masonry (stone/cement stucco/brick) along sides and rear (per front elevation finish).

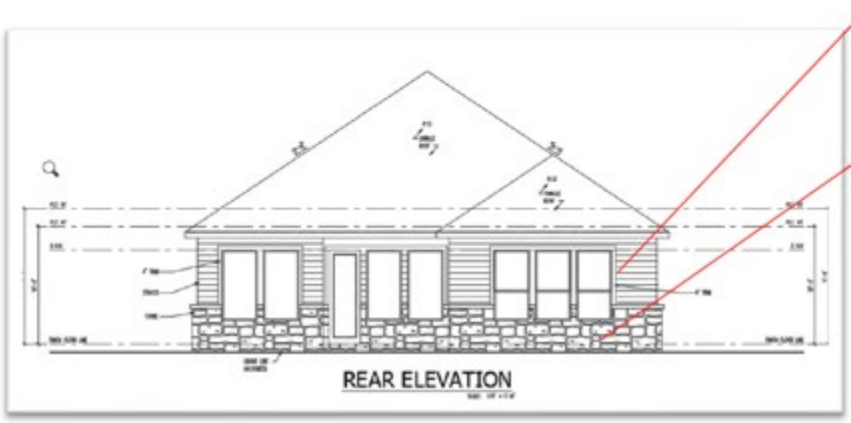





CEMENTITIOUS, PAINT GRADE, SIDING MATIERIAL

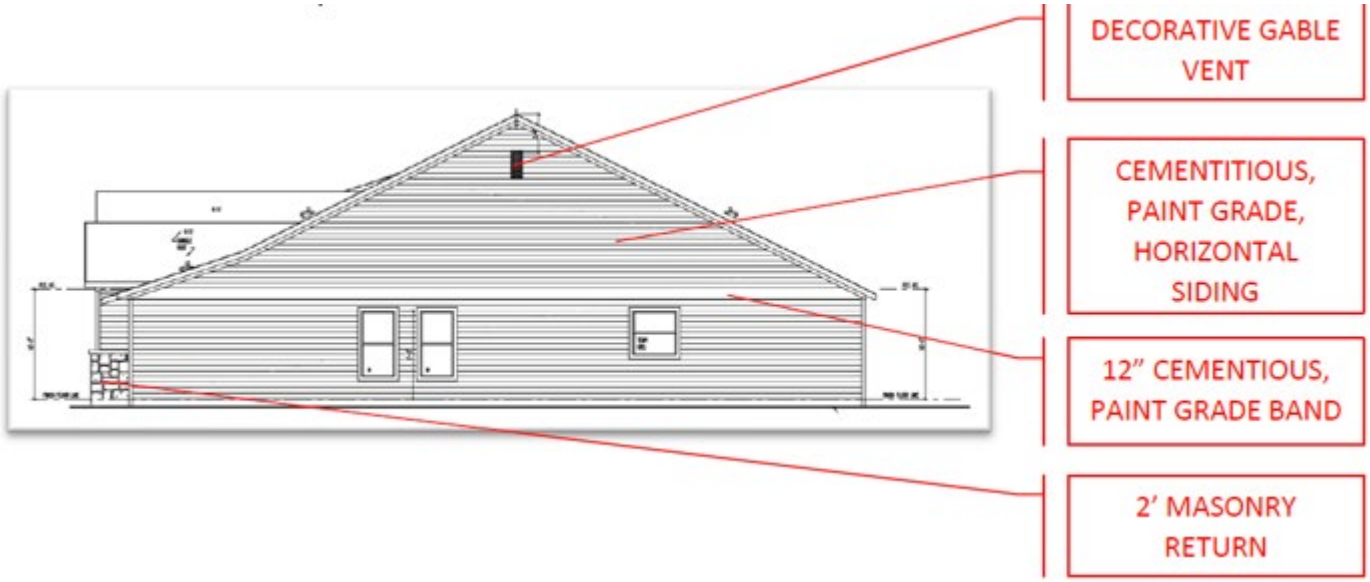
MASONRY

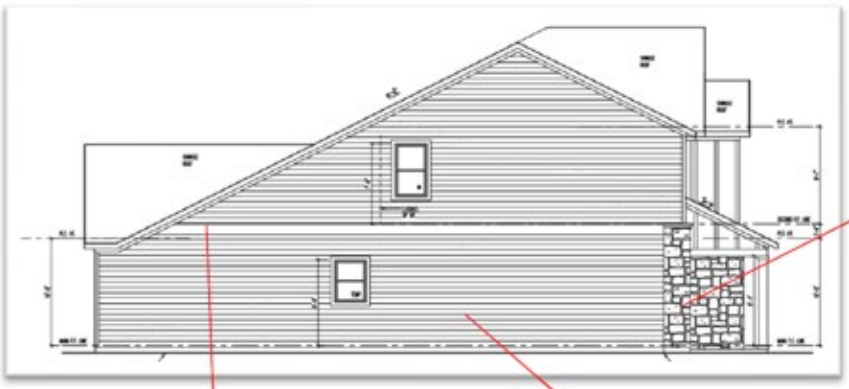



CEMENTITIOUS, PAINT GRADE, SIDING MATIERIAL

MASONRY

C. **Interior Lots shall** consist of cementitious fiber siding at the sides and rear elevations.
   a. Horizontal or Board & Batten, cementitious fiber siding
      i. Side elevations that consist of a gable, or that are 2-story will include a 10-12" band to break-up the siding material and add character.
   b. 2' Masonry Return

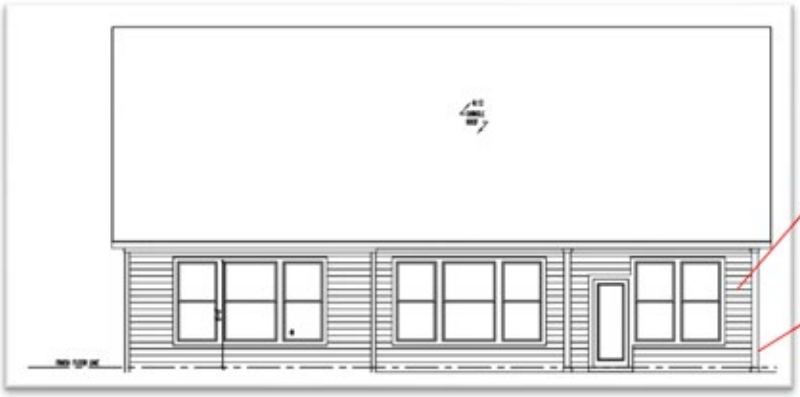




2' MASONRY RETURN

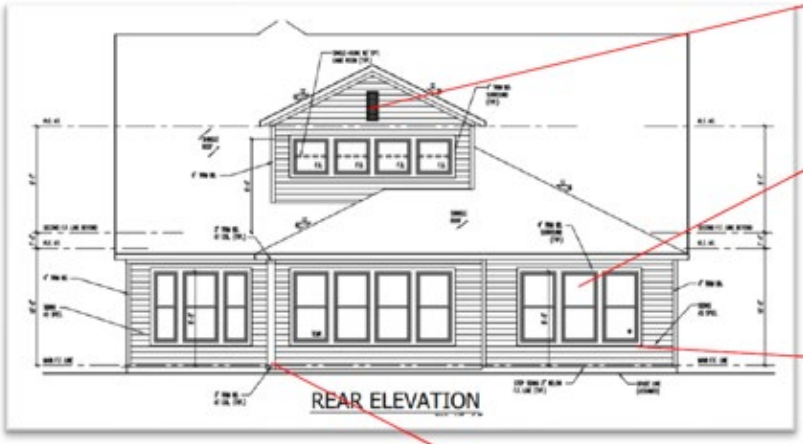
CEMENTITIOUS, PAINT GRADE, HORIZONTAL SIDING

12" CEMENTIOUS, PAINT GRADE BAND



CEMENTITIOUS, PAINT GRADE, HORIZONTAL SIDING

WRAPPED POST




DECORATIVE GABLE VENT

REAR ELEVATIONS WITH PLENTY OF WINDOWS

CEMENTITIOUS, PAINT GRADE, HORIZONTAL SIDING

WRAPPED POST