

**DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR OKRA DEVELOPMENT**

This Development Agreement Establishing Development Standards for the Okra Development (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") and Okra Land Incorporated, a Texas limited liability company ("Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows:

Section 1. Purpose; Consideration.

- (a) The Developer owns approximately ~~113.415~~136.323-acre tract of land located in Travis County, Texas, being more particularly described in Exhibit A and Exhibit A.1 attached hereto and incorporated herein for all purposes (the "Property"). Developer plans to develop the Property as a mix use development with a single-family residential subdivision (the Residential Development), commercial development (the "Commercial Development") and floodplain retained by Developer, collectively referred to as the "Okra Development" or "Development". The Developer 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 Developer and the City want to provide for the City to allow for the concurrent review of the plats and plans submitted by Developer for the Development.
- (b) The Developer 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 Developer 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.

Commented [VR1]: Developer needs to provide exhibit.

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 13.

Section 3. Development Standards.

- (a) **Residential Development Requirement - Dwelling Unit Size.** The exterior wall standards set forth in this section shall apply to the residential structures located on the Property. At least seventy percent (70%) minimum of the exterior façade of the front elevations, and sixty percent (60%) minimum combined on all elevations, of each single family 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. The City agrees to reduce the dwelling unit size of a single family structure by 500 square feet.
- (b) **Non-Residential Development Requirement.** The exterior wall standards set forth in this section shall apply to the commercial structures located along FM 973 in the 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, Sections 14.02.061(b) and 14.02.065(b) shall apply to the residential and commercial structures located in the Property.
- (d) **Outdoor Lighting Requirement.** The outdoor lighting standards set forth in the City's Code of Ordinances, Article 15.05 shall apply to the commercial structures located along FM 973 in the Property.
- (e) **Building Permits.** The Developer 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. Developer 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 Developer agrees 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 Developer 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 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 may be applied to the 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 Developer has constructed, completed, and obtained the City's acceptance of all infrastructure required to serve the Project.
- (b) **Wastewater Service Construction Obligations.** The Parties acknowledge that the necessary easements for the Wastewater Facilities as depicted in Exhibit B have been dedicated and accepted by the city. The Parties acknowledge that construction of

wastewater lines, infrastructure and facilities necessary to serve the Property (the “Wastewater Facilities”) are being undertaken by adjoining property owners through separate agreements with the City. Should the Wastewater Facilities not be constructed in time to serve the Development or failed to be constructed, the Parties agree to amend this Agreement to cover construction obligations and reimbursements as applicable.

- (c) **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. Water Service.

- a) The Parties acknowledge that the Property is currently located within Manville’s water CCN. The Developer shall be responsible for preparing and processing a petition for release of the Property from Manville’s CCN.
- b) ~~(a)~~ — **Developer Decertification of Property.** The 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 Development and shall thereafter diligently pursue the service area transfer from Manville’s to the City’s CCN. The 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 Developer.
- c) ~~(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).
- d) **Future Development.** The City agrees to release the property shown in Exhibit A.1 from their CCN if at the time of request of services, the City does not want to extend services and deems Manville Water as the more convenient provider of services.

Section 7. Signage. Developer 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 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 Developer will comply with the signage standards set for commercial districts in the City's Code of Ordinances, Section 15.04.018.

Section 8. Parkland. The Parties agree to the following Parkland for the Residential Development:

- (a) The approximately 8.8 acres that will be dedicated as parkland and open space as more particularly depicted in Exhibit C ("Parkland and Open Space") will satisfy all of Developer's obligations with respect to the City's park requirements for the Residential Development.
- (b) Developer shall convey the approximately 8.8 acres by deed to the City upon City's approval of the final plat for the portion of the 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 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 C will be maintained and operated by the HOA, as the term is defined in Section 9, 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 Developer and/or the HOA and the City will enter into a maintenance and operation agreement substantially in the form attached hereto as Exhibit D concurrently with the conveyance of the Parkland and Open Space or Public Amenities, as applicable.
- (d) An eight-foot (8') concrete trail located within a public easement shall provide pedestrian/bike access along the owner retained floodplain connecting the north property boundary to the south property boundary, as depicted in Exhibit C.
- (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:
 - 1. age 5-12 playground,
 - 2. age 2-5 playground,
 - 3. parking area with a minimum of 20 parking space,
 - 4. dog park with a minimum area of 10,000 square feet,
 - 5. picnic areas with a minimum of 4 picnic tables,
 - 6. picnic pavilion with a minimum size of 20' x 30', and
 - 7. basketball court.

Commented [VR2]: Exhibit C only shows trails, need description of landscaping and public amenities added to Exhibit C.

Section 9. Homeowners Association. Developer will create a Homeowners Association (“Association” or “HOA”), and shall establish bylaws, rules, regulations, and restrictive covenants (collectively the “Association Regulations”) to assure the Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Association pursuant to this Agreement. The owner of each lot in the Subdivision shall be required to be a member of the Association, and unpaid dues or assessments shall be and constitute a lien on the lot for which they are assessed. The Association Regulations will establish periodic Association dues and assessments, to be charged and paid by the lot owners in the Development, that are and will be sufficient to maintain and operate all Parkland and Open Space conveyed to the City and all trails, landscaping and public amenities described in Exhibit C in accordance with Section 10 above. The 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 and operation all Parkland and Open Space conveyed to the City and all trails, landscaping and public amenities described in Exhibit C and to provide funds required for the management and operation of the Association. Developer agrees to convey title to the HOA for the HOA to become the owner of those portions of the Residential Development that are designated on the approved plat of the Property as green space, trails, or amenities open to the use of the homeowners and will be responsible for the maintenance and upkeep of all of the property conveyed to it.

Section 10. Traffic Impact Analysis (TIA) and Transportation Mitigation. The Parties agree that as consideration for constructing the 64’ internal collector roads through the Project and right turn lane with 100 ft taper and two-way left turn lane at Tinajero Way Monarch, carrying the two-way left turn lane past N Suncrest to where the 100 ft taper begins, the City shall not require Developer to perform a Traffic Impact Analysis for the Project. The City agrees to reasonably negotiate with County, TxDOT and Developer to reduce or eliminate the need for a TIA for the Project.

Section 11. Development Approvals. In addition to any other remedies set forth herein, if the Developer fails to make any payments to the City required in this Agreement, the City may withhold development approvals for the Development until such payment has been made.

Section 12. Assignment of Commitments and Obligations; Covenant Running with the Land.

- (a) The Developer may assign all its rights and obligations in and to this Agreement to any affiliate or related entity of Okra Land Incorporated without the prior consent or approval of the City Council. Developer may assign all 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 Developer’ 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 Developer or an affiliate or related entity of one of the of Developer must first be approved and consented to by the City Council of the City, which consent shall not be unreasonably withheld or delayed.

Commented [VR3]: This term is not defined. What is it referencing? The Monarch Property? Recommend including an exhibit to illustrate what is provided in this section.

Commented [SD4R3]: Replace with Tinajero Way. Possibly provide exhibit of improvements?

Commented [VR5]: Scott, recommend deleting this last sentence or rewriting to determine what is "reasonable". If County and TXDOT require a TIA, what then?

Commented [SD6R5]: Travis County has agreed to waive the TIA and TxDOT has agreed to the developer constructing improvements in-lieu of a TIA. The city is waiving the TIA as well since no city roads are being connected to.

- (b) This Agreement constitutes a covenant that runs with the Property and is binding on future owners of the Property. The Developer 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 Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 13. 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.

Section 14. 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 15. Attorney's Fees. A party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

Section 16. 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. 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 17. 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 18. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be affected 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:

Okra Land Incorporated
Attn: H. Dalton Wallace
9505 Johnny Morris Rd
Austin, Texas 78724

with copy to:

Rachel Shanks
1102 Rock St.
Georgetown, TX 78626

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 19. 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, Developer hereby waive any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

Section 20. 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 21. 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 22. 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 23. 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 Developer.

Section 24. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 25. 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 26. 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 27. 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 28. 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 29. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable Federal law, the Developer represent that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (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 30. 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, Developer represent that Developer 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 31. Anti-Boycott Verification – Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization,

transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

Section 32. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Section 33. 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 34. Exhibits. The following exhibits are attached to this Agreement and made a part hereof for all purposes.

- Exhibit A** – Property Description
- Exhibit B** – Wastewater Easements
- Exhibit C** – Parkland and Open Space
- Exhibit D** – License Agreement Form

[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

OKRA DEVELOPER:

OKRA LAND INCORPORATED

By: _____

Name:

Title:

THE STATE OF TEXAS §
COUNTY OF _____ §

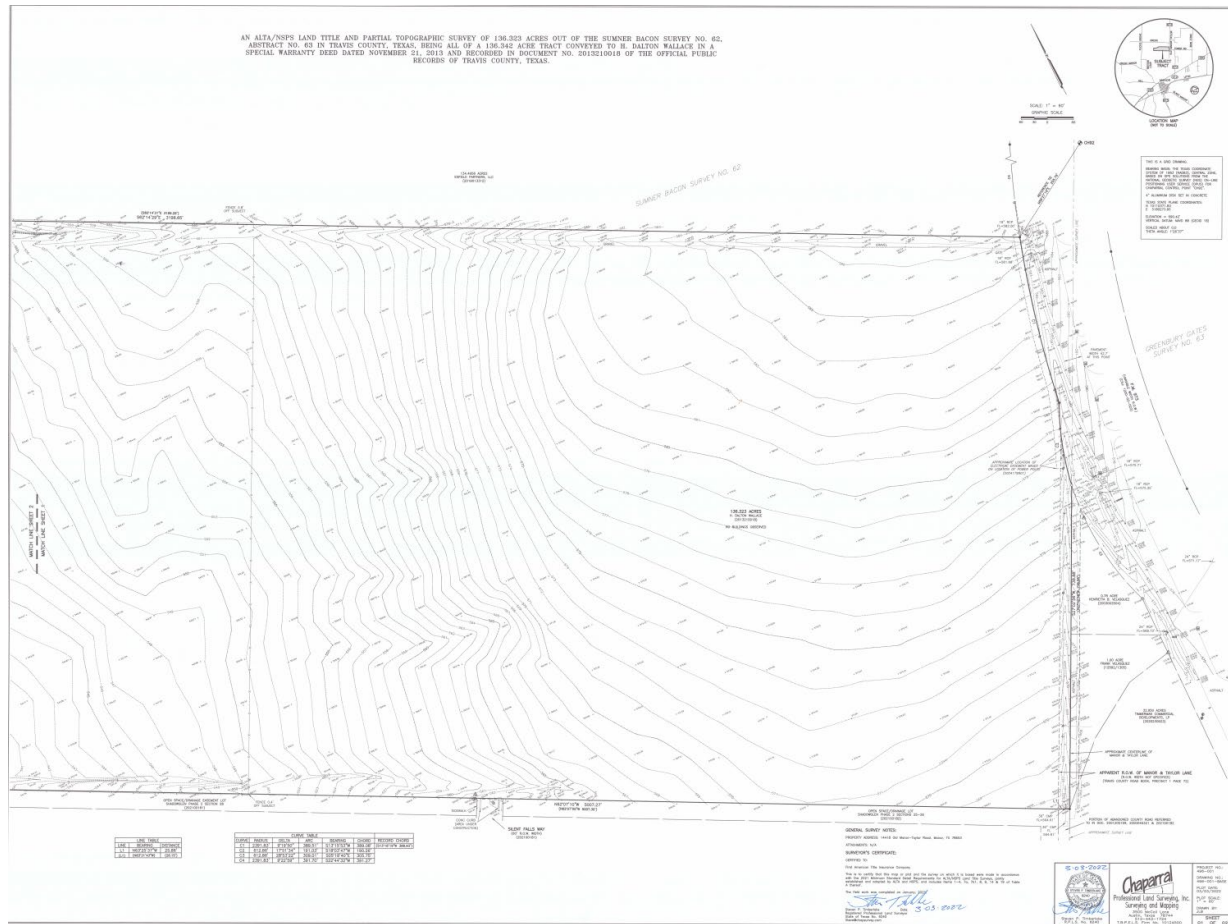
This instrument was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of Okra Ranch at Manor LLC, a limited liability company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

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Exhibit A Property Description



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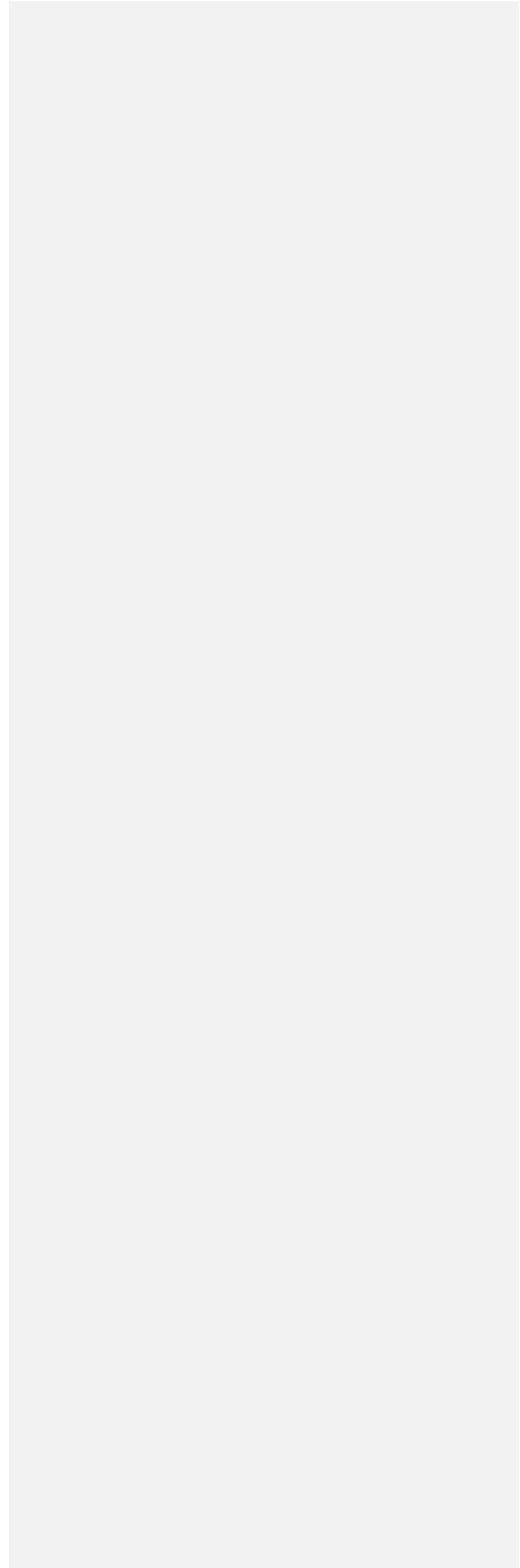
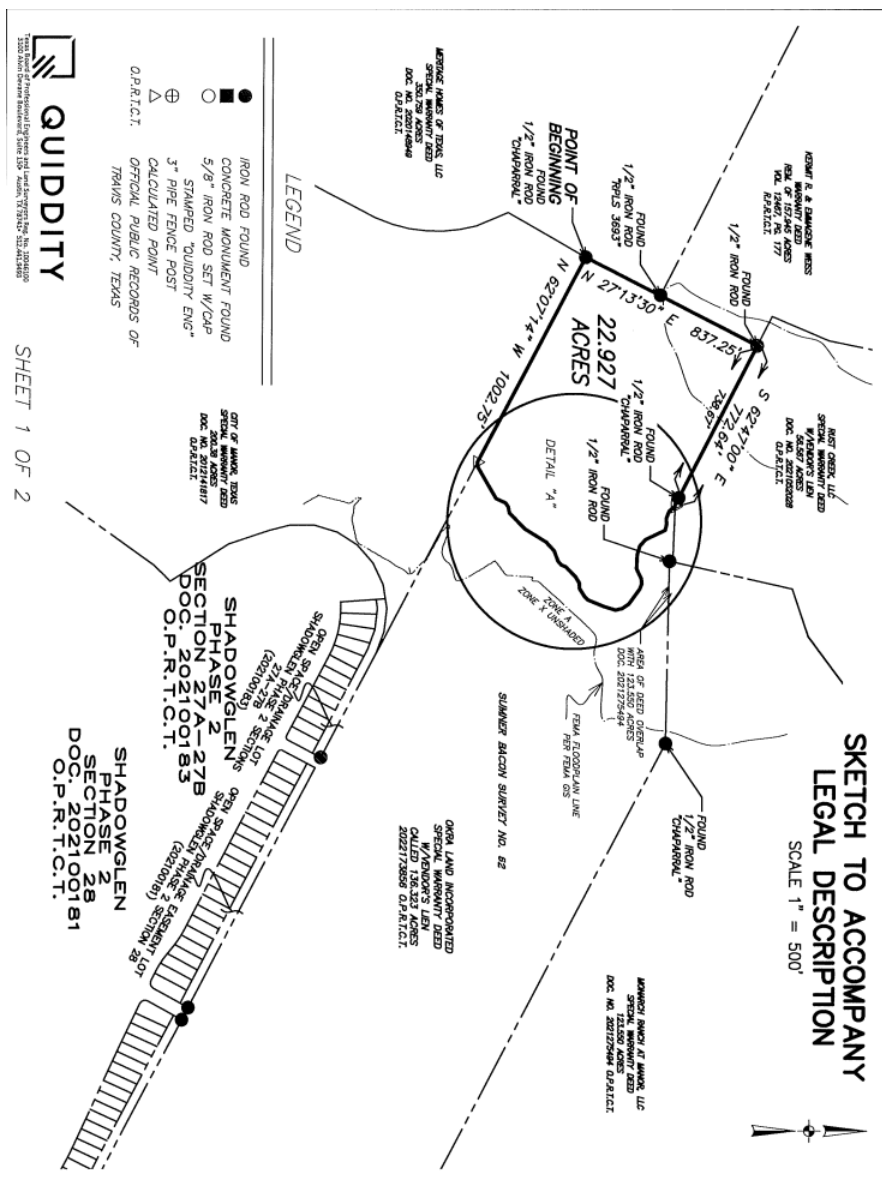


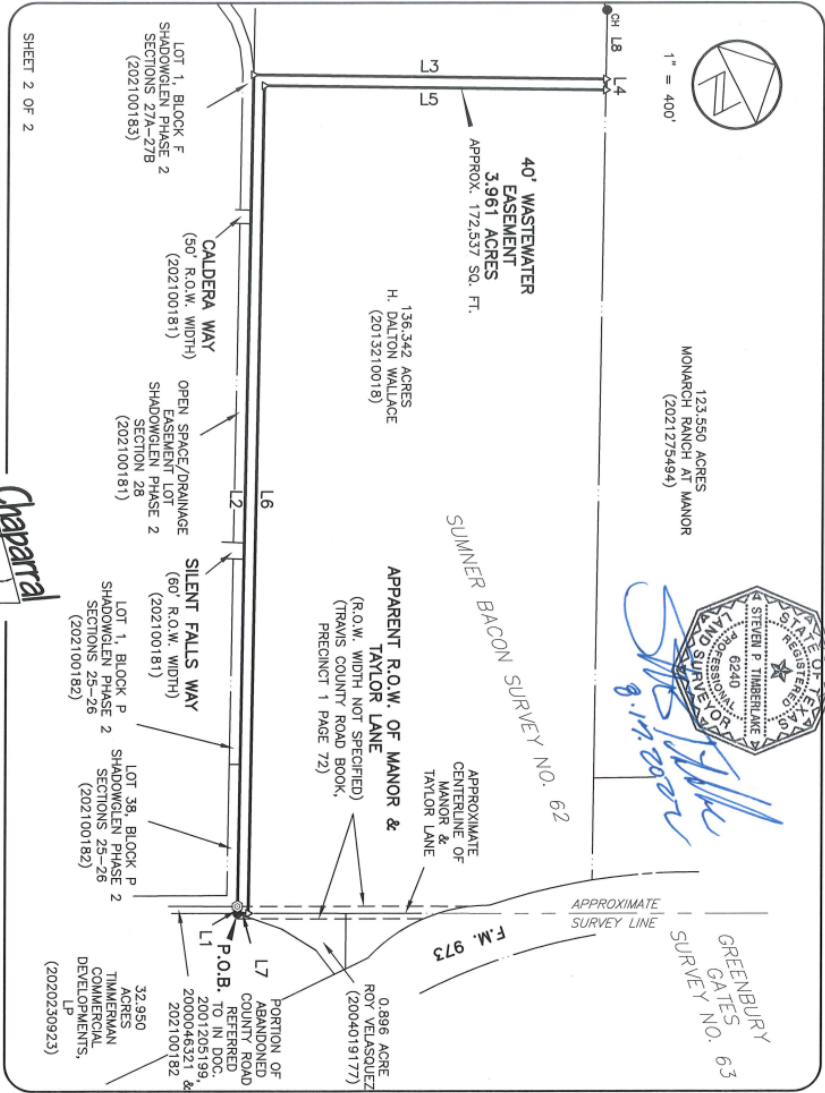
Exhibit A.1
Western Property



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**Exhibit B
Wastewater Service**





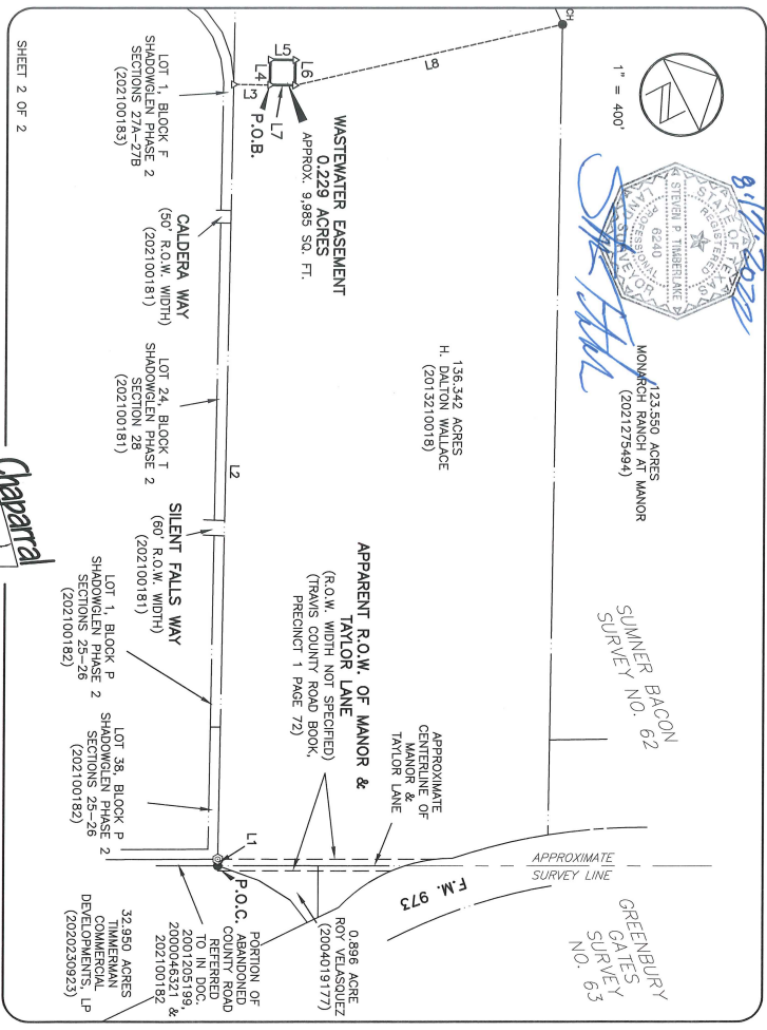
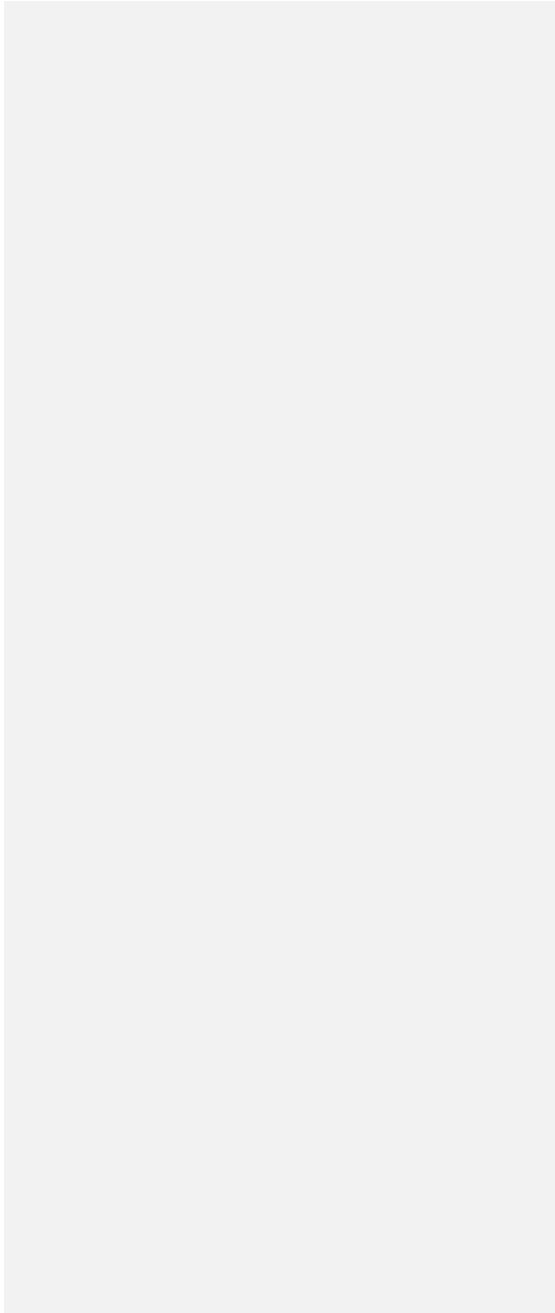


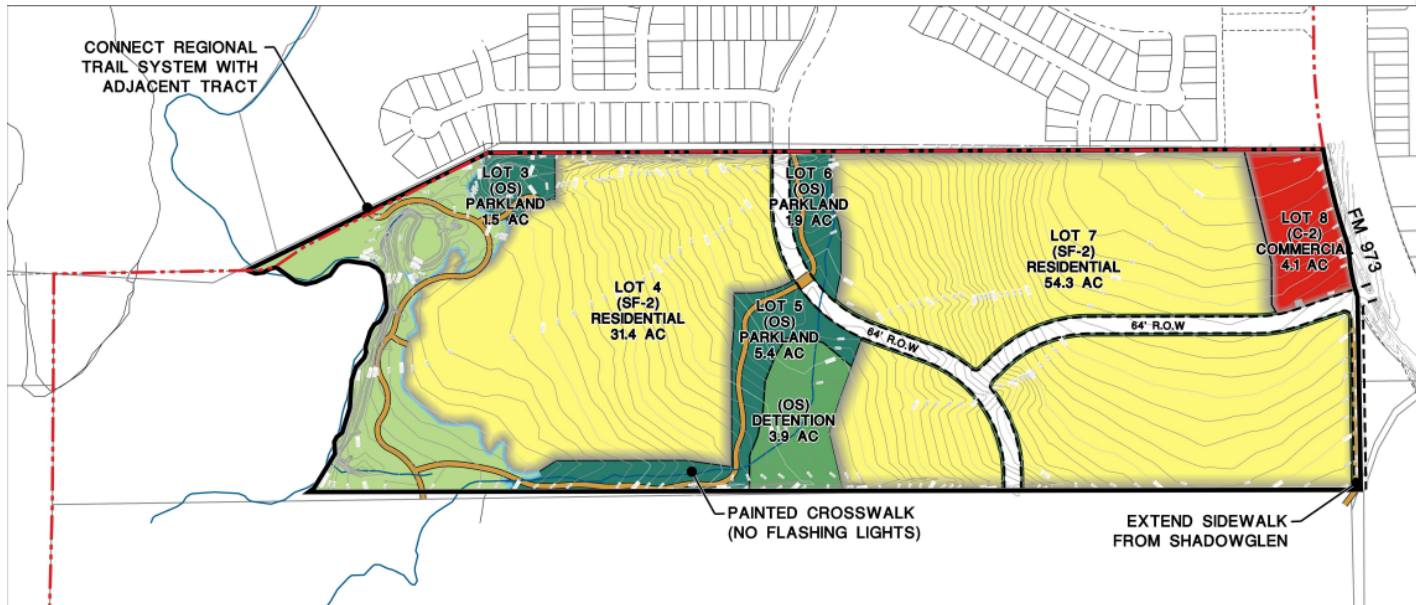
Exhibit C

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Parkland Exhibit

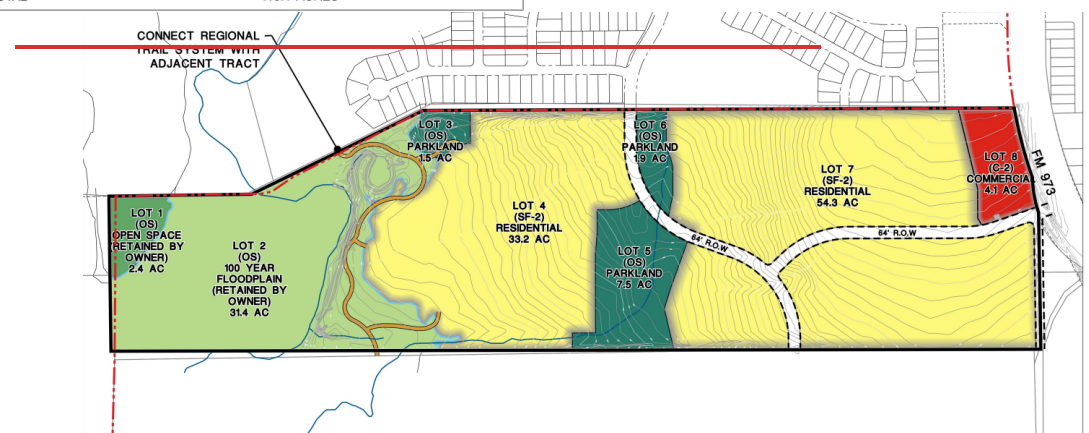
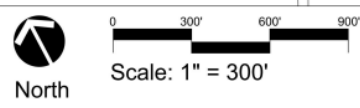
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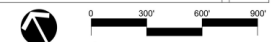
LAND USE	ACREAGE	LOTS	DENSITY
(SF-2) RESIDENTIAL	86.0 ACRES	325 LOTS	3.7 DU/AC
(C-2) MEDIUM COMMERCIAL	4.1 ACRES	1 LOTS	
FLOODPLAIN (RETAINED BY OWNER)	10.9 ACRES	1 LOTS	
(OS) PARKLAND	8.8 ACRES	3 LOTS	
(OS) DETENTION	3.9 ACRES	1 LOTS	
TOTAL	113.4 ACRES	2.9 DU/AC	

	PLAN BOUNDARY
	PROPOSED RIGHT-OF-WAY
	CITY LIMITS
	8' TRAILS



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	PLAN BOUNDARY
	PROPOSED RIGHT-OF-WAY
	CITY LIMITS
	8' TRAILS



1. This Final PUD Site Plan provides approximately 8.8 acres of park and open space with the dedication of three (3) 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, trail corridor easement and active programmed parkland.
 2. An eight-foot (8') concrete trail located within a fifteen-foot (15') public trail easement shall provide pedestrian/bike access along the owner retained floodplain 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 Okra Tract 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
 - f. Basketball Court
 4. The proposed parkland and public regional trail shall be dedicated to the City of Manor and privately maintained by the Okra Tract Homeowner's Association.
-

**Exhibit D
License Agreement Form**

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**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, nonrenewal 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]

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