

RESOLUTION NO. 2023-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS AUTHORIZING AND DISSOLVING THE ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF MANOR, TEXAS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Manor, Texas (the “City”) is authorized by Chapter 372, Texas Local Government Code, as amended (the “Act”) to dissolve and create a public improvement district within its corporate limits and its extraterritorial jurisdiction; and

WHEREAS, on December 2, 2020, the City approved the creation of the EntradaGlen Public Improvement District (the “District”) by Resolution No. 2020-16;

WHEREAS, on December 2, 2020, Cottonwood Holdings, Ltd., Shadowglen Development Corporation, and Las Entradas Development Corporation (collectively, the “Petitioner”) entered into the Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District, recorded as Document No. 2020247406 in the Official Public Records of Travis County, Texas, as amended by that First Amendment to the Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District dated October 19, 2022, recorded as Document No. 2022172162 in the Official Public Records of Travis County, Texas, and as further amended by that Second Amendment to the Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District dated November 16, 2022, recorded as Document No. 2022182574 in the Official Public Records of Travis County, Texas (collectively, the “Dissolution Agreement”), which provided that the Developer would not oppose dissolution of the District if the first issuance of PID bonds or a levy of special assessments did not occur by May 31, 2022; and

WHEREAS, the Dissolution Agreement constitutes the Developer’s petition to dissolve the District under Section 372.011, Texas Local Government Code, as amended (the “Petition”), attached hereto as Exhibit “A” and incorporated herein for all purposes, requesting the dissolution of the EntradaGlen Public Improvement District covering approximately 262.091 acres described in the Petition and on Exhibit “B” attached hereto and incorporate herein for all purposes; and

WHEREAS, Petitioner represents that they constitute (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal in the Petition, as determined by the current roll of the appraisal district in which the property is located and (ii) the record owners of real property liable for assessment under the proposal who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal in the Petition; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property described in the Petition, within the corporate limits of the City. It is further asserted that Petitioner includes the intended successors in interest to certain owners of taxable real property within the area of the District; and

WHEREAS, the Act states that a Petition to dissolve a public improvement district is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment, or more than fifty percent (50%) of all record owners of property liable for assessment; and

WHEREAS, after publishing notice in an official newspaper of general circulation in the City and mailing notice of the hearing, all as required by and in conformity with Section 372.009 of the Act, and pursuant to Section 372.011 of the Act, the City Council, on July 5, 2023, conducted a public hearing on the advisability of dissolution of the EntradaGlen Public Improvement District; and

WHEREAS, after all persons having an interest in the dissolution of the District were given the opportunity to be heard, the City Council closed the public hearing; and

WHEREAS, the Petition, has been examined, verified, and found to meet the requirements of the Act and to be sufficient for consideration by the City Council; and

WHEREAS, the City Council has determined that the approval of this Resolution is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANOR, THAT:

SECTION 1. The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

SECTION 2. The Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with Section 372.011 of the Act.

SECTION 3. Pursuant to the requirements of the Act, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and declares: It is advisable to dissolve the EntradaGlen Public Improvement District.

SECTION 4. The EntradaGlen Public Improvement District is hereby dissolved under the Act in accordance with the findings set forth in this Resolution as to the advisability of the dissolution.

SECTION 5. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 7. The City Council hereby authorizes and directs the City Secretary to give notice of the authorization for the dissolution of the EntradaGlen Public Improvement District by recording this Resolution in the Official Public Records of Travis County, Texas.

SECTION 8. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 9. This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

PASSED AND ADOPTED by the City Council of Manor, Texas, at a regular meeting on the 19th day of July 2023, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary
City of Manor, Texas

EXHIBIT "A"
PETITION FOR DISSOLUTION OF DISTRICT



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Dec 18, 2020 01:29 PM Fee: \$58.00

2020247406

Electronically Recorded

**CORRECTION AFFIDAVIT FOR THE AMENDED AND
RESTATED AGREEMENT REGARDING THE DISSOLUTION
OF THE ENTRADAGLEN PUBLIC IMPROVEMENT
DISTRICT**

This Correction Affidavit (the "Affidavit") is hereby made as a correction instrument in substitution of the agreement titled "**Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District**" (the "Corrected Dissolution Agreement") dated December 2, 2020 and recorded in **Document No. 2020245954** of the Official Public Records of Travis County, Texas to correct the following incorrect information: Exhibit "A" of the Dissolution Agreement erroneously included an "Affidavit of Eric & Rebekah Thomason" that should not have been attached nor is it a part of Exhibit "A" of the Corrected Dissolution Agreement. Other than the stated correction, this Affidavit is intended to restate in all respects the Corrected Dissolution Agreement.

City of Manor, Texas

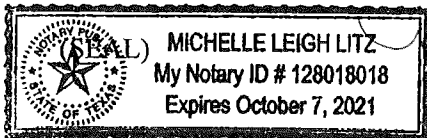
Veronica Rivera

Veronica Rivera
Assistant City Attorney

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared Veronica Rivera, Assistant City Attorney of the City of Manor, Texas, known to me to be such person who signed the foregoing Affidavit in my presence and acknowledged to me that such person executed the foregoing Affidavit for purposes therein stated.

GIVEN UNDER MY HAND AND SEAL of office this 18th day of December, 2020.



Michelle Leigh Litz
Notary Public, State of Texas

**Amended and Restated Agreement Regarding the Dissolution of
the EntradaGlen Public Improvement District**

This Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District (the "Agreement") is entered into on this 2 day of Dec, 2020 by Cottonwood Holdings, Ltd., Shadowglen Development Corporation, and Las Entradas Development Corporation (collectively, the "Developer") and the City of Manor, a Texas home rule municipality (the "City"), hereinafter sometimes referred to collectively as the Parties.

RECITALS

A. The Developer requested the City establish the EntradaGlen Public Improvement District (the "Original EntradaGlen District") in that certain Petition for the Creation of a Public Improvement District to Finance Certain Improvements benefitting the Las Entradas and ShadowGlen Subdivisions dated August 16, 2017, and amended by the Amended Petition for the Creation of a Public Improvement District to Finance Certain Improvements to Las Entradas and ShadowGlen Subdivisions dated March 22, 2018 (collectively, the "Original Petition").

B. On July 18, 2018, the parties entered into the Agreement Regarding Dissolution of the EntradaGlen Public Improvement District recorded as Document No. 2018121739 in the Official Public Records of Travis County, Texas (the "Original Dissolution Agreement"), and the City approved the formation of the District over the property described in Exhibit A of the Original Petition, by Resolution No. 2018-06 (the "Original Resolution").

C. On October 29, 2020, the Developer filed with the City that certain "Petition for the Dissolution of the Original EntradaGlen Public Improvement District and for the Creation of a New Public Improvement District to Finance Improvements to Las Entradas and Shadowglen Subdivisions (EntradaGlen Public Improvement District)" (the "Petition").

D. On the same date that the parties entered into this Agreement, the City approved the dissolution of the Original EntradaGlen District and the formation of a new EntradaGlen Public Improvement District (the "District") over the property described in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property"), by Resolution No. 2020-16 (the "Resolution").

E. The Developer has requested the City to issue bonds to assist with the financing of certain public improvements identified in the Resolution (the "PID Bonds").

F. The Parties desire to provide for the dissolution of the District if special assessments are not levied or the PID Bonds are not issued by the deadline set forth herein.

G. The Original Dissolution Agreement is hereby terminated and replaced in its entirety by this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the parties agree as follows:

1. The Recitals set forth above are incorporated herein and made a part of this Agreement for all purposes.
2. The Developer agrees that this Agreement constitutes Developer's petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, in the event that (a) Hill Lane, as further described in the contemplated development agreement between the Parties (the "Development Agreement") is not constructed within eighteen (18) months after the effective date of the Development Agreement, or (b) by (i) the first issuance of PID Bonds are not issued, or (ii) a levy of special assessments does not occur, by October 31, 2022, whichever occurs earlier (the "Authorization"). In such event, the Developer will not oppose the City's dissolution of the District undertaken in accordance with this Agreement, and will cooperate with the City to cause the District to be dissolved. The Authorization shall terminate and expire upon the earlier of (i) the levy of special assessments or (ii) the first issuance of the PID Bonds.
3. This Agreement shall be a covenant running with the land and shall be binding upon future owners of the Property or portions thereof and shall further be binding upon and inure to the benefit of the parties, and their successors and assigns. Owner shall cause any person or entity to whom Owner transfers the Property or any portion thereof (the "Subsequent Owner") to execute a document containing language substantially similar to that set forth in paragraph 2 granting the City the authorization to dissolve the District as provided in paragraph 2. Owner shall provide the City with a copy of said document.
4. This Agreement may be amended only by a written instrument executed by all the Parties. Upon satisfaction of one of the conditions set forth in paragraph 2, the City will execute an instrument confirming the termination and expiration of this Agreement so that it can be recorded in the Official Public Records of Travis County, Texas.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Travis County, Texas.
6. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and this Agreement is effective as of the first date indicated above.



Attest:

CITY:

City of Manor, Texas

a Texas home-rule municipal corporation

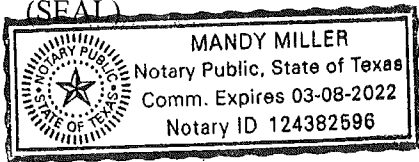
By: *L. Almaraz*
Name: Lluvia T. Almaraz
Title: City Secretary

By: *L. Wallace*
Name: Dr. Larry Wallace, Jr.
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 3RD day of DECEMBER, 2020 by Dr. Larry Wallace, Jr., Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of that corporation.

(SEAL)



Mandy Miller
Notary Public, State of Texas

DEVELOPER:

COTTONWOOD HOLDINGS, LTD., a Texas limited partnership

By: COTTONWOOD GENERAL PARTNER, L.L.C., a Texas limited liability company, as General Partner

By: *[Signature]*
Name: Peter A. Dwyer 12/2/2020
Title: President

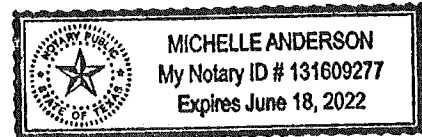
ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 2nd day of December, 20 , by Peter A. Dwyer, President of Cottonwood General Partner, L.L.C., a Texas limited liability company, General Partner of Cottonwood Holdings, Ltd., a Texas limited partnership on behalf of that limited liability company and limited partnership.

(SEAL)

[Signature]
Notary Public, State of Texas



SHADOWGLEN DEVELOPMENT CORPORATION,
a Texas corporation

By: *[Signature]*
Name: Peter A. Dwyer *12/2/2020*
Title: President

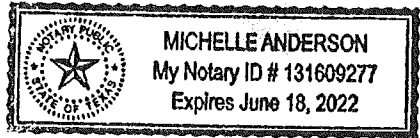
ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 2nd day of December, 2020, by Peter A. Dwyer, President of Shadowglen Development Corporation, a Texas corporation, on behalf of that corporation.

(SEAL)

[Signature]
Notary Public, State of Texas



LAS ENTRADAS DEVELOPMENT CORPORATION,
a Texas corporation

By: *Peter A. Dwyer*
Name: Peter A. Dwyer 12/2/2020
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 2nd day of December
2020, by Peter A. Dwyer, President of Las Entradas Development Corporation, a Texas
corporation, on behalf of that corporation.

(SEAL)

Michelle Anderson
Notary Public, State of Texas

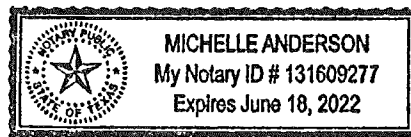
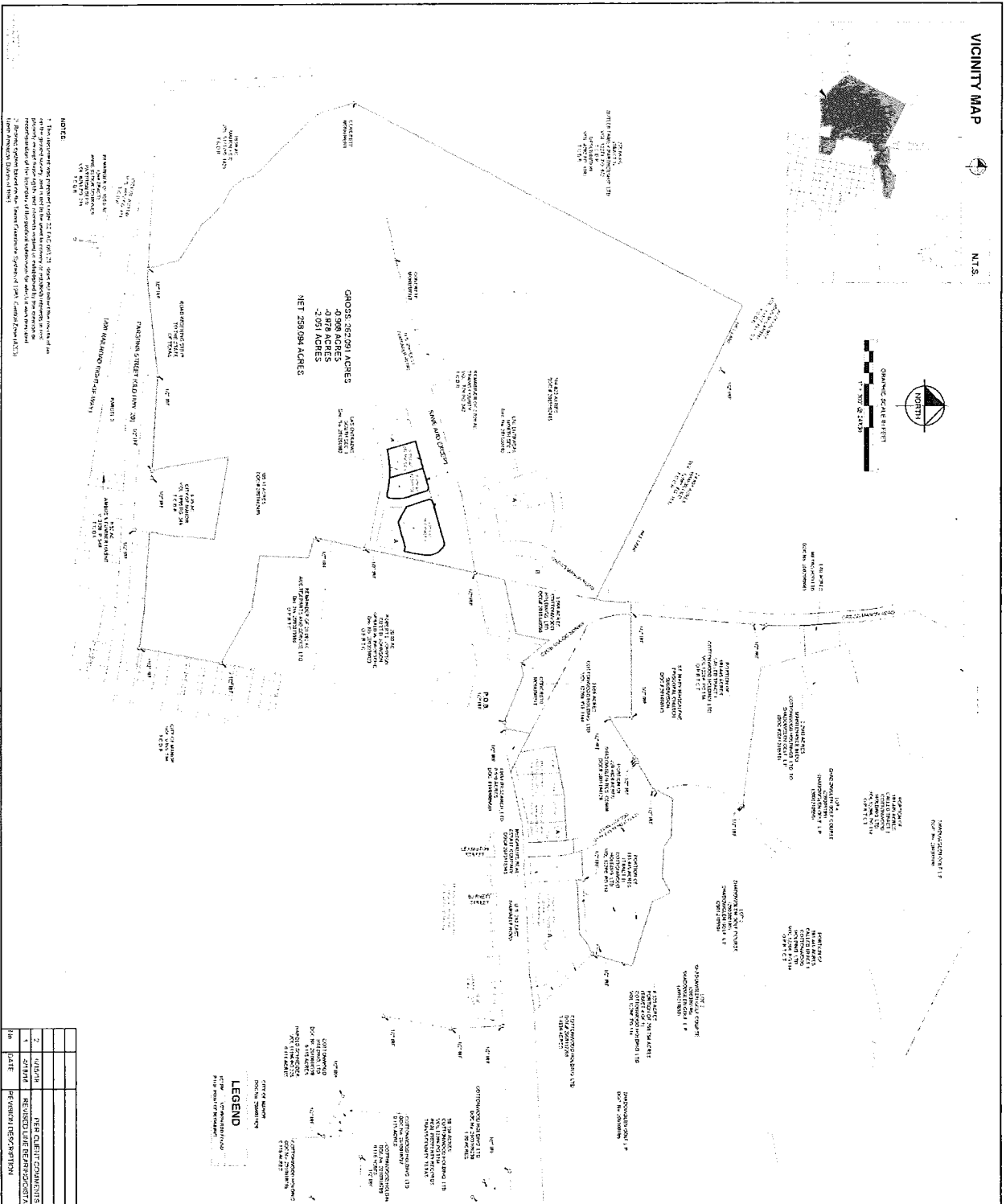


Exhibit "A"
The Property





NOTES:

- The survey was prepared under the provisions of the Texas Surveying Act, Chapter 81, Texas Government Code, and the rules of the State Board of Surveying, which are hereby adopted by reference.
- The survey was prepared under the provisions of the Texas Surveying Act, Chapter 81, Texas Government Code, and the rules of the State Board of Surveying, which are hereby adopted by reference.
- The survey was prepared under the provisions of the Texas Surveying Act, Chapter 81, Texas Government Code, and the rules of the State Board of Surveying, which are hereby adopted by reference.

NO.	DATE	REVISION DESCRIPTION
1		INITIAL SURVEY
2		REVISION DESCRIPTION
3		REVISION DESCRIPTION

ENTRADA - GLEN
PUBLIC IMPROVEMENT DISTRICT
262,091 ACRES
SITUATED IN THE WILLIAM STANDER
SURVEY NO. 89, ABSTRACT NO. 74
JAMES MANOR
SURVEY NO. 40, ABSTRACT NO.
CITY OF MANOR, TRAVIS COUNTY.

Kimley-Horn

Scale: As Shown
Drawn by: [Name]
Checked by: [Name]
Date: [Date]

LEGEND

--- EASEMENT

--- RIGHT-OF-WAY

--- SURVEY LINE

--- BOUNDARY LINE

--- ADJACENT PROPERTY

--- WATER

--- ROAD

--- RAILROAD

--- POWER LINE

--- TELEPHONE LINE

--- FENCE

--- CORNER

--- MONUMENT

--- SURVEY POINT

--- ADJACENT SURVEY

--- UNDEVELOPED LAND

--- DEVELOPED LAND

--- WOODLAND

--- PRAIRIE

--- CROPLAND

--- PASTURE

--- RESIDENTIAL

--- COMMERCIAL

--- INDUSTRIAL

--- AGRICULTURAL

--- FOREST

--- WETLAND

--- WOODS

--- SWAMP

--- MARSH

--- LAKE

--- RIVER

--- CREEK

--- STREAM

--- CANAL

--- DITCH

--- TRENCH

--- DRAINAGE

--- EROSION CONTROL

--- FLOOD CONTROL

--- LAND RECLAMATION

--- RECREATION

--- PARK

--- GOLF COURSE

--- SPORTS FIELD

--- RACE TRACK

--- AIRPORT

--- MILITARY

--- GOVERNMENT

--- SCHOOL

--- CHURCH

--- SYNAGOGUE

--- MOSQUE

--- TEMPLE

--- MONASTERY

--- CONVENT

--- PRIORY

--- HERMITAGE

--- RETIREMENT HOME

--- NURSING HOME

--- HOSPITAL

--- CLINIC

--- PHARMACY

--- STORE

--- RESTAURANT

--- HOTEL

--- MOTEL

--- INN

--- LODGE

--- CAMP

--- RESORT

--- GOLF COURSE

--- SKI RESORT

--- BEACH RESORT

--- MOUNTAIN RESORT

--- WATER RESORT

--- THERMAL RESORT

--- SPA

--- CASINO

--- GAMING

--- RACETRACK

--- CASINO

--- GAMING

--- RACETRACK

--- CASINO

--- GAMING

--- RACETRACK



Ra
Rebecca Guerrero, County Clerk
Travis County, Texas

Oct 26, 2022 09:59 AM Fee: \$46.00

2022172162

Electronically Recorded

 ORIGINAL

**First Amendment to the Amended and Restated Agreement Regarding
the Dissolution of the EntradaGlen Public Improvement District**

This First Amendment to the Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District (this "First Amendment") is entered into on this 19th day of October, 2022, by Cottonwood Holdings, Ltd., Shadowglen Development Corporation, and Las Entradas Development Corporation (collectively, the "Developer") and the City of Manor, a Texas home rule municipality (the "City"), herein sometimes referred to collectively as the Parties.

RECITALS

A. On July 18, 2018, the parties entered into the Agreement Regarding Dissolution of the EntradaGlen Public Improvement District (the "Original Dissolution Agreement"), recorded as Document No. 2018121739 in the Official Public Records of Travis County, Texas, which provided, among other things, that the Developer would not oppose dissolution of the PID if the first issuance of PID bonds or a levy of special assessments did not occur by August 31, 2021.

B. On October 29, 2020, the parties entered into the Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District (the "Dissolution Agreement"), recorded as Document No. 2020247406 in the Official Public Records of Travis County, Texas, which provided, among other things, that the Developer would not oppose dissolution of the District if the first issuance of PID bonds ("PID Bonds") or a levy of special assessments did not occur by October 31, 2022.

C. The Parties desire to provide for an extension to the dissolution of the District if special assessments are not levied or the PID Bonds are not issued by the deadline set forth herein.

NOW, THEREFORE, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the parties agree as follows:

1. The Recitals set forth above are incorporated herein and made a part of this First Amendment for all purposes.
2. All capitalized terms in this First Amendment shall have the same meanings as in the Dissolution Agreement unless expressly provided otherwise herein.
3. Section 2 of the Dissolution Agreement is hereby deleted and replaced with the following:

"2. The Developer agrees that this Agreement constitutes Developer's petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, in the event that (a) Hill Lane, as further described in the contemplated development agreement between the Parties (the "Development Agreement") is not constructed within eighteen (18) months after the effective date of the Development Agreement, or (b) by (i) the first issuance of PID Bonds are not issued, or (ii) a levy of special assessments does not occur, by November 30, 2022, whichever occurs

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earlier (the “Authorization”). In such event, the Developer will not oppose the City’s dissolution of the District undertaken in accordance with this Agreement, and will cooperate with the City to cause the District to be dissolved. The Authorization shall terminate and expire upon the earlier of (i) the levy of special assessments or (ii) the first issuance of the PID Bonds.”

4. All terms and conditions of the Dissolution Agreement are hereby ratified and affirmed, as modified by this First Amendment. To the extent there is any inconsistency between the Dissolution Agreement and this First Amendment, the provisions of this First Amendment shall control.
5. This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Travis County, Texas.
6. The Parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said Parties. The Parties hereto agree and understand that this First Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.
7. This First Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment and this First Amendment is effective as of the first date indicated above.

[signature pages follow]



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

Attest:

By: *L. Almaraz*
Name: Luvia T. Almaraz
Title: City Secretary

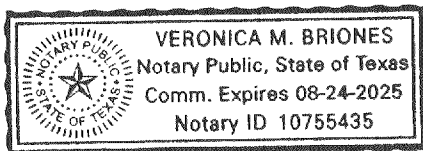
By: *Dr. Christopher Harvey*
Name: Dr. Christopher Harvey
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 19th day of October, 2022 by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of that corporation.

(SEAL)

V. Briones
Notary Public, State of Texas



P

DEVELOPER:

COTTONWOOD HOLDINGS, LTD., a Texas limited partnership

By: COTTONWOOD GENERAL PARTNER, L.L.C., a Texas limited liability company, as General Partner

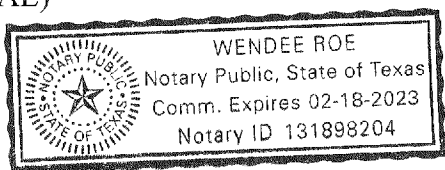
By: *[Signature]*
Name: Peter A. Dwyer *10/18/2022*
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 18 day of October, 2022, by Peter A. Dwyer, President of Cottonwood General Partner, L.L.C., a Texas limited liability company, General Partner of Cottonwood Holdings, Ltd., a Texas limited partnership on behalf of that limited liability company and limited partnership.

(SEAL)



[Signature]
Notary Public, State of Texas

SHADOWGLEN DEVELOPMENT CORPORATION,
a Texas corporation

By: *[Signature]*
Name: Peter A. Dwyer 10/18/2022
Title: President

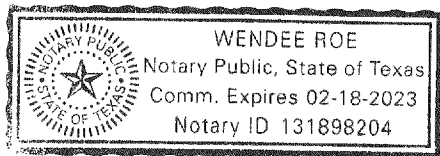
ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 18 day of October,
2022 by Peter A. Dwyer, President of Shadowglen Development Corporation, a Texas
corporation, on behalf of that corporation.

(SEAL)

[Signature]
Notary Public, State of Texas



LAS ENTRADAS DEVELOPMENT CORPORATION,
a Texas corporation

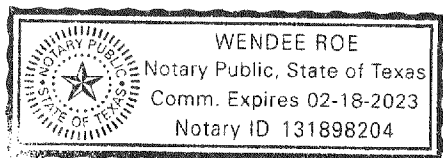
By: *P. Dwyer*
Name: Peter A. Dwyer *10/18/2022*
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 18 day of October,
2022, by Peter A. Dwyer, President of Las Entradas Development Corporation, a Texas
corporation, on behalf of that corporation.

(SEAL)



Wendee Roe
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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



Ra

Rebecca Guerrero, County Clerk
Travis County, Texas
Nov 21, 2022 01:22 PM Fee: \$46.00

2022182574

Electronically Recorded

ORIGINAL

**Second Amendment to the Amended and Restated Agreement Regarding
the Dissolution of the EntradaGlen Public Improvement District**

This Second Amendment to the Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District (this "Second Amendment") is entered into on this 11th day of November, 2022, by Cottonwood Holdings, Ltd., Shadowglen Development Corporation, and Las Entradas Development Corporation (collectively, the "Developer") and the City of Manor, a Texas home rule municipality (the "City"), herein sometimes referred to collectively as the Parties.

RECITALS

A. On July 18, 2018, the parties entered into the Agreement Regarding Dissolution of the EntradaGlen Public Improvement District (the "Original Dissolution Agreement"), recorded as Document No. 2018121739 in the Official Public Records of Travis County, Texas, which provided, among other things, that the Developer would not oppose dissolution of the PID if the first issuance of PID bonds or a levy of special assessments did not occur by August 31, 2021.

B. On December 2, 2020, the parties entered into the Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District (the "Dissolution Agreement"), recorded as Document No. 2020247406 in the Official Public Records of Travis County, Texas, which provided that the Developer would not oppose dissolution of the District if Hill Lane was not constructed by January 7, 2023, or if the first issuance of PID bonds ("PID Bonds") or a levy of special assessments did not occur by October 31, 2022.

C. On October 19, 2022, the parties entered into the First Amendment to the Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District (the "First Amendment"), recorded as Document No. 2022172162 in the Official Public Records of Travis County, Texas, which provided, an extension to dissolution of the District from October 31, 2022, to November 30, 2022, to provide time for the Parties to negotiate a longer extension.

D. The Parties have come to an agreement and desire to provide for an extension to the dissolution of the District if special assessments are not levied or the PID Bonds are not issued by the deadline set forth herein.

NOW, THEREFORE, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the parties agree as follows:

1. The Recitals set forth above are incorporated herein and made a part of this Second Amendment for all purposes, and the Recitals herein correctly reflect the date the Parties entered into the Dissolution Agreement, which was incorrectly stated in Recital B of the First Amendment.
2. All capitalized terms in this Second Amendment shall have the same meanings as in the Dissolution Agreement unless expressly provided otherwise herein.

3. Section 2 of the Dissolution Agreement and as amended by the First Amendment is hereby deleted in its entirety and replaced with the following:

“2. The Developer agrees that this Agreement constitutes Developer’s petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, in the event that (a) Hill Lane, as further described in the contemplated development agreement between the Parties (the “Development Agreement”) is not constructed within eighteen (18) months after the effective date of the Development Agreement, or (b) by (i) the first issuance of PID Bonds are not issued, or (ii) a levy of special assessments does not occur, by May 31, 2023, whichever occurs earlier (the “Authorization”). In such event, the Developer will not oppose the City’s dissolution of the District undertaken in accordance with this Agreement, and will cooperate with the City to cause the District to be dissolved. The Authorization shall terminate and expire upon the earlier of (i) the levy of special assessments or (ii) the first issuance of the PID Bonds.”

4. All terms and conditions of the Dissolution Agreement are hereby ratified and affirmed, as modified by this Second Amendment. To the extent there is any inconsistency between the Dissolution Agreement, the First Amendment, and this Second Amendment, the provisions of this Second Amendment shall control.
5. This Second Amendment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Travis County, Texas.
6. The Parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said Parties. The Parties hereto agree and understand that this Second Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.
7. This Second Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment and this Second Amendment is effective as of the first date indicated above.

[signature pages follow]

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

Attest:

By: [Signature]
Name: Lluvia T. Almaraz
Title: City Secretary



[Signature]
Name: Dr. Christopher Harvey
Title: Mayor

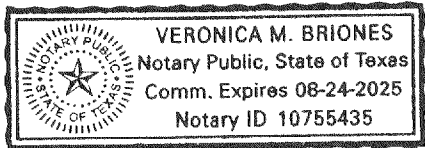
THE STATE OF TEXAS
COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this 16th day of November, 2022 by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of that corporation.

(SEAL)

[Signature]
Notary Public, State of Texas



DEVELOPER:

COTTONWOOD HOLDINGS, LTD., a Texas limited partnership

By: COTTONWOOD GENERAL PARTNER, L.L.C., a Texas limited liability company, as General Partner

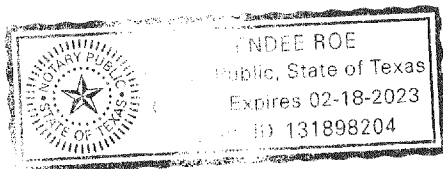
By: *[Signature]*
Name: Peter A. Dwyer *11/16/2022*
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 16 day of November, 2022 by Peter A. Dwyer, President of Cottonwood General Partner, L.L.C., a Texas limited liability company, General Partner of Cottonwood Holdings, Ltd., a Texas limited partnership on behalf of that limited liability company and limited partnership.

(SEAL)



[Signature]
Notary Public, State of Texas

SHADOWGLEN DEVELOPMENT CORPORATION,
a Texas corporation

By: *Peter A. Dwyer*
Name: Peter A. Dwyer 11/16/2022
Title: President

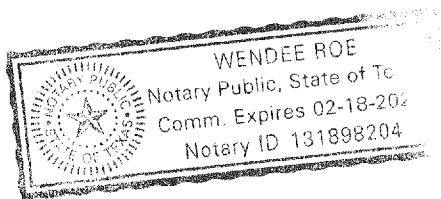
ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 16 day of November,
2022 by Peter A. Dwyer, President of Shadowglen Development Corporation, a Texas
corporation, on behalf of that corporation.

(SEAL)

Wendee Roe
Notary Public, State of Texas



LAS ENTRADAS DEVELOPMENT CORPORATION,
a Texas corporation

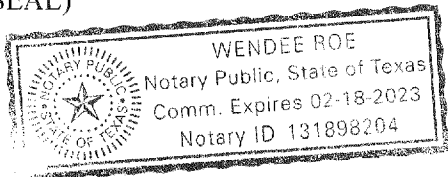
By: *Peter A. Dwyer*
Name: Peter A. Dwyer *11/16/2022*
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 16 day of November,
2022, by Peter A. Dwyer, President of Las Entradas Development Corporation, a Texas
corporation, on behalf of that corporation.

(SEAL)



Wendee Roe
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

EXHIBIT "B"
EntradaGlen PID Boundary Map

