

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT  
(EntradaGlen)**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Second Amendment**”) is dated effective November \_\_, 2022 (the “**Amendment Effective Date**”), and is entered into between the CITY OF MANOR, a Texas home-rule municipal corporation (the “**City**”) and LAS ENTRADAS DEVELOPMENT CORPORATION, a Texas corporation (including its Designated Successors and Assigns) (collectively, the “**Developer**”). The City and the Developer are sometimes referred to as a “**Party**” and collectively herein as the “**Parties**.”

**RECITALS:**

A. City and Developer previously entered into that certain Development Agreement (EntradaGlen) dated effective July 7, 2021, and that certain First Amendment to Development Agreement (EntradaGlen) dated effective June 15, 2022 (collectively the “**Agreement**”), for that certain mixed-used master-planned project located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement.

B. The Agreement provides, among other things, provisions related to the EntradaGlen PID, including the dissolution of the EntradaGlen PID if the first issuance of PID bonds or a levy of special assessments did not occur by October 31, 2022 in accordance with the Dissolution Agreement.

C. On October 19, 2022, the Parties, along with Cottonwood Holdings, Ltd., and Shadowglen Development Corporation 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 Developer has agreed to convey to the City approximately five acres, as described in Section (3) of this Second Amendment, in lieu of a public benefit fee under the City’s PID policy.

E. The City and Developer desire to modify and amend the Agreement in certain respects, as more particularly set forth in this Second Amendment in connection with the granting of an extension to the expiration of the Dissolution Agreement.

**AGREEMENT:**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

(1) Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Second Amendment to the same extent as if set forth herein in full.

(2) Capitalized Terms. All capitalized terms in this Second Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

(3) Public Benefit Fee. In lieu of a public benefit fee, Developer agrees to convey to the City approximately 5 acres, as more particularly depicted in Exhibits A-1 and A-2, attached hereto and incorporated herein as if fully set forth, by deed(s), without restrictions or liens, in a form acceptable to the City as follows:

(a) A 2.84 acre tract, as described in Exhibits A-1 and A-2 (“Tract 1”), shall be conveyed to the City through metes and bounds. The deed conveying the property shall be delivered to the City by the Developer, with a release of lien on or before the date assessments are levied for Improvement Area No. 1.

(b) A 2.16 acre tract, as described in Exhibits A-1 and A-2 (“Tract 2”), shall be conveyed to the City through metes and bounds. The deed conveying the property, with a release of lien, shall be placed in escrow with a title company acceptable to the Parties ten (10) business days after bonds for Improvement Area No. 1 are issued. The deed shall be recorded by the title company on the date bonds for Improvement Area No. 2 are issued.

(c) If bonds are not issued for Improvement Area No. 2 thirty-six months from the Amendment Effective Date, Developer agrees to (i) the title company recording the deed for Tract 2; or (ii) provide a deed to another tract of land acceptable to the City on or before the expiration of thirty-six months from the Amendment Effective Date.

(4) City’s Obligations. The date in Section 3.1(c) is revised to read: May 31, 2023.

(5) Dissolution of PID. Section 3.4 of the Agreement is deleted in its entirety and replaced as follows:

“**3.4. Dissolution of PID.** On December 2, 2020, the City approved and entered into an Amended and Restated Dissolution Agreement, as amended by that certain First Amendment to the Amended and Restated Dissolution Agreement dated October 19, 2022 and that certain Second Amendment to the Amended and Restated Dissolution Agreement dated November \_\_\_, 2022 (collectively the “Dissolution Agreement”). The Dissolution Agreement states that it constitutes the petition by Cottonwood, Las Entradas Development Corporation, and ShadowGlen Development Corporation for the City to dissolve the District in the event of certain milestones, including if the Hill Lane Extension is not constructed within eighteen (18) months after the effective date of this Agreement. The Dissolution Agreement also provides that in the event PID Bonds have not been issued, or special assessments have not been levied, on or before May 31, 2023, the City shall dissolve the PID in accordance with the terms set forth in the Dissolution Agreement.”

(6) Ratification of Agreement/Conflict. All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this Second Amendment. To the extent there is any

inconsistency between the Agreement and this Second Amendment, the provisions of this Second Amendment shall control.

(7) No Waiver. Neither City's nor Developer's execution of this Second Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

(8) Governing Law. This Second Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

(9) 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.

(10) Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

(11) Anti-Boycott Verification. To the extent this Second Amendment constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Developer represents that neither 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 Second Amendment. 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.

(12) Iran, Sudan and Foreign Terrorist Organizations. To the extent this Second Amendment 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 represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

(13) 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 Second Amendment. 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).

(14) 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 Second Amendment. 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.

(15) Entire Agreement. 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.

(16) Counterparts. 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.

*[Signature pages follow]*

EXECUTED in multiple originals, and in full force and effect as of the Second Amendment Effective Date.

**CITY:**

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

By: \_\_\_\_\_  
Name: Dr. Christopher Harvey  
Title: Mayor

**Attest:**

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
Name: Veronica Rivera  
Title: Assistant City Attorney

**THE STATE OF TEXAS   §**

**COUNTY OF TRAVIS   §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, 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

**DEVELOPER:**

**LAS ENTRADAS DEVELOPMENT  
CORPORATION**, a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE STATE OF TEXAS                    §**

**COUNTY OF \_\_\_\_\_ §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022,  
by \_\_\_\_\_, \_\_\_\_\_ of Las Entradas Development Corporation, a Texas  
corporation, on behalf of said corporation.

(SEAL)

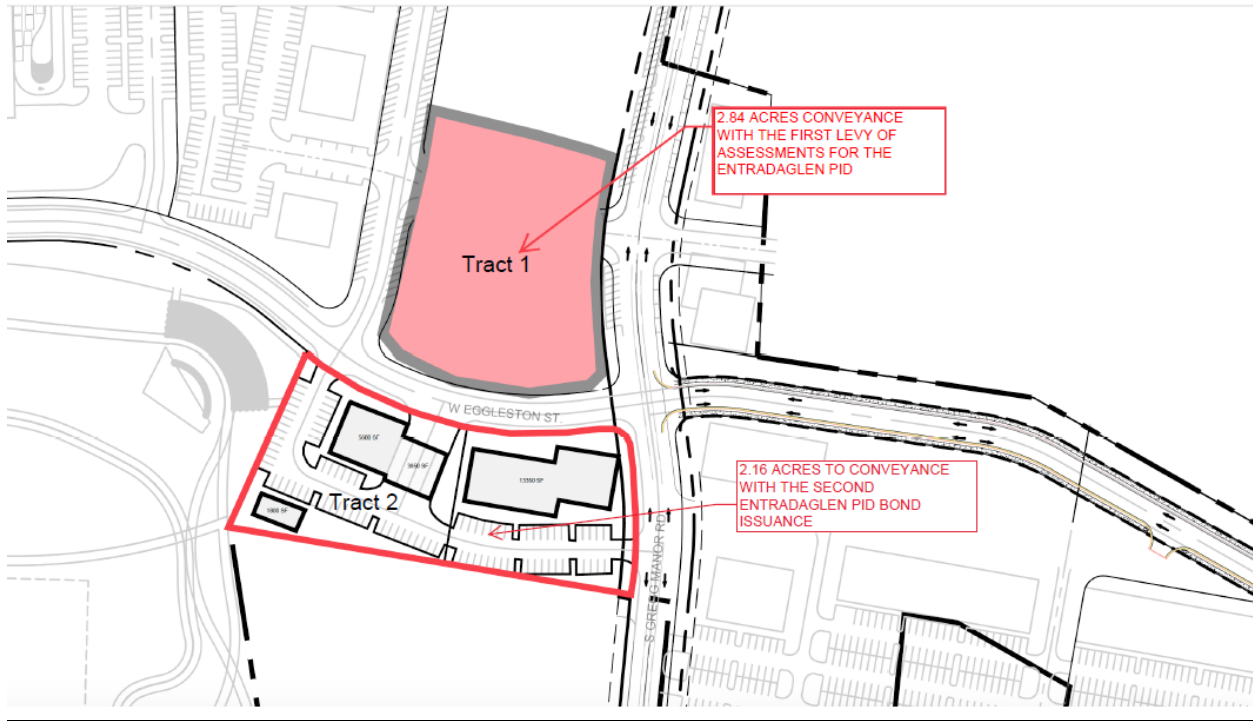
\_\_\_\_\_  
Notary Public, State of Texas

**ACKNOWLEDGED AND AGREED TO:**

**DD&B CONSTRUCTION,  
INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT A-1**



**EXHIBIT A-2**

