

**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 ____ day of _____, 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: _____

Name: Lluvia T. Almaraz

Title: City Secretary

By: _____

Name: Dr. Christopher Harvey

Title: Mayor

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 that corporation.

(SEAL)

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: _____

Name: Peter A. Dwyer

Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____,
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)

Notary Public, State of Texas

SHADOWGLEN DEVELOPMENT CORPORATION,
a Texas corporation

By: _____

Name: Peter A. Dwyer

Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____,
20__, by Peter A. Dwyer, President of Shadowglen Development Corporation, a Texas
corporation, on behalf of that corporation.

(SEAL)

Notary Public, State of Texas

LAS ENTRADAS DEVELOPMENT CORPORATION,
a Texas corporation

By: _____
Name: Peter A. Dwyer
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____,
20__, by Peter A. Dwyer, President of Las Entradas Development Corporation, a Texas
corporation, on behalf of that corporation.

(SEAL)

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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