

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT  
ESTABLISHING DEVELOPMENT STANDARDS  
FOR MONARCH RANCH**

This Third Amendment to the Development Agreement Establishing Development Standards for Monarch Ranch (this “**Third Amendment**”) is dated effective August \_\_\_\_, 2024 (the “**Third Amendment Effective Date**”) and is entered into between the **City of Manor**, a Texas home-rule municipal corporation (the “**City**”), **Monarch Ranch at Manor, LLC**, a Texas limited liability company (“**Monarch Developer**”), **Enfield Partners LLC**, a Texas limited liability company, as to a 40% undivided ownership interest, **Birdview LLC**, a Texas limited liability company, as to a 10% undivided ownership interest, **MP 973, LLC**, a Texas limited liability company, as to a 25% undivided ownership interest, and **Payne Travis LLC**, a Texas limited liability company, as to a 25% undivided ownership interest (collectively “**Enfield Developer**”) (collectively referred to as the “**Developers**”), and **Gregg Lane Dev LLC**, a Texas limited liability company (“**Gregg Lane Dev LLC**”) hereby joins and consents to this Third Amendment for the limited purposes described herein. Enfield Developer and Monarch Developer are sometimes referred to, collectively, herein as the “**Developers.**” The City and the Developer are sometimes referred to as a “**Party**” and collectively herein as the “**Parties.**”

**RECITALS:**

A. City and Developers previously entered into that certain Development Agreement Establishing Development Standards for Monarch Ranch dated effective May 4, 2022, that certain First Amendment to Development Agreement Establishing Development Standards for Monarch Ranch dated effective December 21, 2022 and that certain Second Amendment to Development Agreement Establishing Development Standards for Monarch Ranch dated effective February 21, 2024 (collectively the “**Agreement**”), for that certain residential and commercial 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 residential development requirements.

C. The City and Developers desire to modify and amend the Agreement in certain respects, as more particularly set forth in this Third Amendment to address the residential development requirements as applied to the number of square feet in the structure.

**AGREEMENT:**

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

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

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

3. Development Standards. Section 3(a) Residential Development Requirement of the Agreement is hereby deleted in its entirety and replaced with the following:

**“ Section 3. Development Standards**

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

**1. Front Elevations.** The exterior façade of the front elevations shall be constructed to the following minimum standards:

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

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

**2. Collector Road and Corner Lots.** The exterior façade of the side and rear elevations, when adjacent to a collector road or on a corner lot, shall be constructed to the following minimum standards:

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

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

**3. Interior Lots.** The exterior façade of the side and rear elevations on interior lots will consist of cementitious fiber siding with at least a 2’ masonry return, as outlined in **Exhibit F**, Section C.

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

**5. Masonry Requirement and Dwelling Unit Size.** The Monarch Developer agrees to provide a minimum percentage of the total exterior facade area constructed of Masonry as provided for in **Exhibit F**, Section D. “Masonry” is considered 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. Masonry excludes cementitious planking.”

4. Ratification of Agreement/Conflict. Except as expressly amended hereby, the Agreement and all rights and obligations created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any section, subsection or clause of the Agreement is modified or deleted by this Third Amendment, any unaltered provision of such section, subsection or clause of the Agreement shall remain in full force and effect. However, where any provision of this Third Amendment conflicts or is inconsistent with the Agreement, the provisions of this Third Amendment shall control.

5. No Waiver. Neither City’s nor Developer’s execution of this Third 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.

6. Governing Law. This Third Amendment 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.

7. Entire Agreement. This Third Amendment, together with any exhibits attached hereto, and the Agreement, as amended by this Third Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein, supersedes all prior agreements relating to such subject matter and may not be amended except by a writing signed by the Parties and dated subsequent to the date hereof. The Parties hereto agree and understand that this Third Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, successors and assigns.

8. Covenant Running with the Land. The Agreement, as amended by this Third Amendment, shall continue to constitute a binding covenant on the Property (as defined and detailed in the Agreement) and shall run with the land. A copy of this Third Amendment shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Third Amendment is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Third Amendment.

9. Captions. The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Third Amendment.

10. Interpretation. This Third Amendment 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 Third Amendment.

11. Authority. Each party hereto warrants that each has the full legal authority to execute and deliver this Third Amendment. In addition, the individual who executes this Third Amendment on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

12. Severability. If any provision of this Third Amendment shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this Third Amendment as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Third Amendment.

13. Anti-Boycott Verification. To the extent this Third Amendment 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, Developers and Gregg Lane Dev LLC represent that neither Developers, Gregg Lane Dev LLC nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developers or Gregg Lane Dev LLC (i) boycotts Israel or (ii) will boycott Israel through the term of this Third 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.

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

15. Anti-Boycott Verification – Energy Companies. The Developers and Gregg Lane Dev LLC hereby verify that they and their 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 Third 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).

16. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Developers and Gregg Lane Dev LLC hereby verify that they and their 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 Third 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.

17. Counterparts. This Third Amendment may be executed in multiple counterparts, each of which will be deemed original, and all of which will constitute one and the same agreement. Each such executed copy shall have the full force and effect of an original executed instrument.

*[SIGNATURES ON FOLLOWING PAGES]*

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

**CITY:**

**CITY OF MANOR, TEXAS  
A Texas Home Rule Municipal Corporation**

By: \_\_\_\_\_  
Dr. Christopher Harvey, Mayor

ATTEST:

\_\_\_\_\_  
Lluvia T. Alvaraz, City Secretary

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024 by Dr. Christopher Harvey, Mayor of Manor, Texas, a Texas home rule municipality on behalf of the City.

\_\_\_\_\_  
Notary Public for Texas

**DEVELOPER:**

**MONARCH RANCH AT MANOR LLC**

By: \_\_\_\_\_  
David B. Blackburn, Manager

STATE OF MISSISSIPPI  
COUNTY OF LAFAYETTE

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2024  
by David B. Blackburn, Manager of Monarch Ranch at Manor LLC on behalf of the entity.

\_\_\_\_\_  
Notary Public for Texas

**ENFIELD DEVELOPER:**

**ENFIELD PARTNERS LLC**

By: \_\_\_\_\_  
Russell T. Thurman  
Manager/Member

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2024  
by Russell T. Thurman, manager of Enfield Partners LLC on behalf of the entity.

\_\_\_\_\_  
Notary Public for Texas



**BIRDVIEW LLC**

**By:** \_\_\_\_\_  
Bryan White, Manager

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2024  
by Bryan White, manager of Birdview LLC on behalf of the entity.

\_\_\_\_\_  
Notary Public for Texas

**MP 973 LLC**

By: \_\_\_\_\_  
Martin B. Payne, Manager/Member

STATE OF TEXAS  
COUNTY OF FAYETTE

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2024  
by Martin B. Payne manager of MP 973 LLC on behalf of the entity.

\_\_\_\_\_  
Notary Public for Texas

**PAYNE TRAVIS LLC**

By: \_\_\_\_\_  
John Thurman Payne

STATE OF TEXAS  
COUNTY OF LLANO

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2024  
by John Thurman Payne, manager of Payne Travis LLC on behalf of the entity.

\_\_\_\_\_  
Notary Public for Texas

**CONSENTING PARTY**

Gregg Lane Dev LLC, a Texas limited liability company, hereby joins and consents to the execution of this Third Amendment solely for the purpose of agreeing to the terms, obligations and provisions outlined in this Third Amendment expressly applicable to Gregg Lane Dev LLC.

**GREGG LANE DEV LLC,**  
a Texas limited liability company

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

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

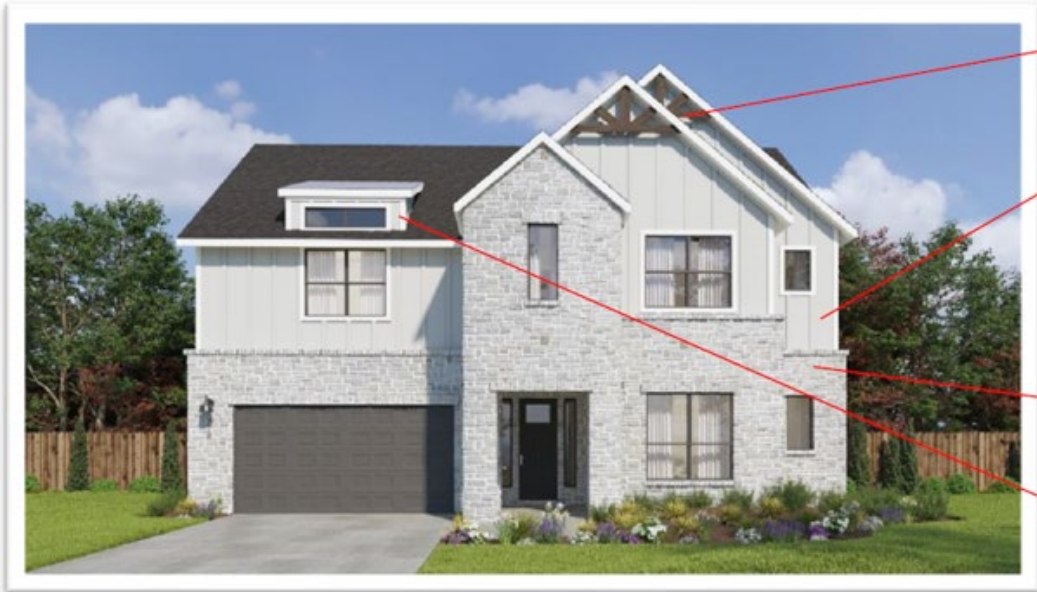
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, \_\_\_\_\_ of Gregg Lane Dev LLC, a Texas limited liability company on behalf of the entity.

\_\_\_\_\_  
Notary Public for Texas

**EXHIBIT F  
RESIDENTIAL EXTERIOR STANDARDS**

- A. All **Front elevations shall** consist of:
- a. Minimum masonry percentage (cement stucco, stone, or brick) from the table in subsection “D”
  - b. At least three (3) variations of architectural accents.
    - 1. Cantilevered Overhangs
    - 2. Cedar Brackets / Details
    - 3. Awnings (with optional metal roofs)
    - 4. Shutters
    - 5. Gable Vents
    - 6. Dormers





DECORATIVE CEDAR TRUSS

CEMENTITIOUS, PAINT GRADE, BOARD & BATTEN

MASONRY

DORMER



CEMENTITIOUS, PAINT GRADE, BOARD & BATTEN

MASONRY WAINSCOT

WRAPPED POST

POP-UP DORMER





DECORATIVE CEDAR TRUSS

PAINTED STUCCO

MASONRY

CANTILVERED OVERHANG



PAINTED STUCCO

MASONRY WAINSCOT

ANGLED COLUMN

POP-UP DORMER



DECORATIVE CEDAR TRUSS

PAINTED STUCCO

MASONRY

SHUTTERS



DECORATIVE CEDAR TRUSS

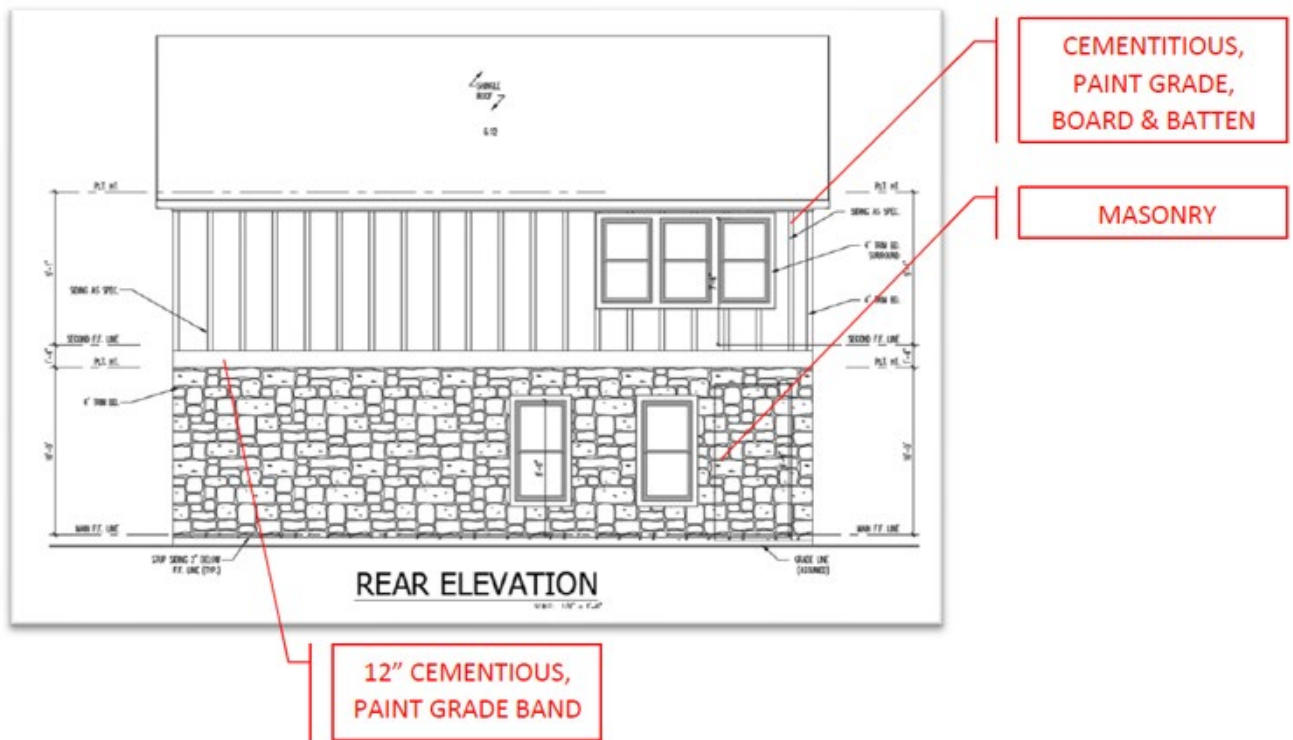
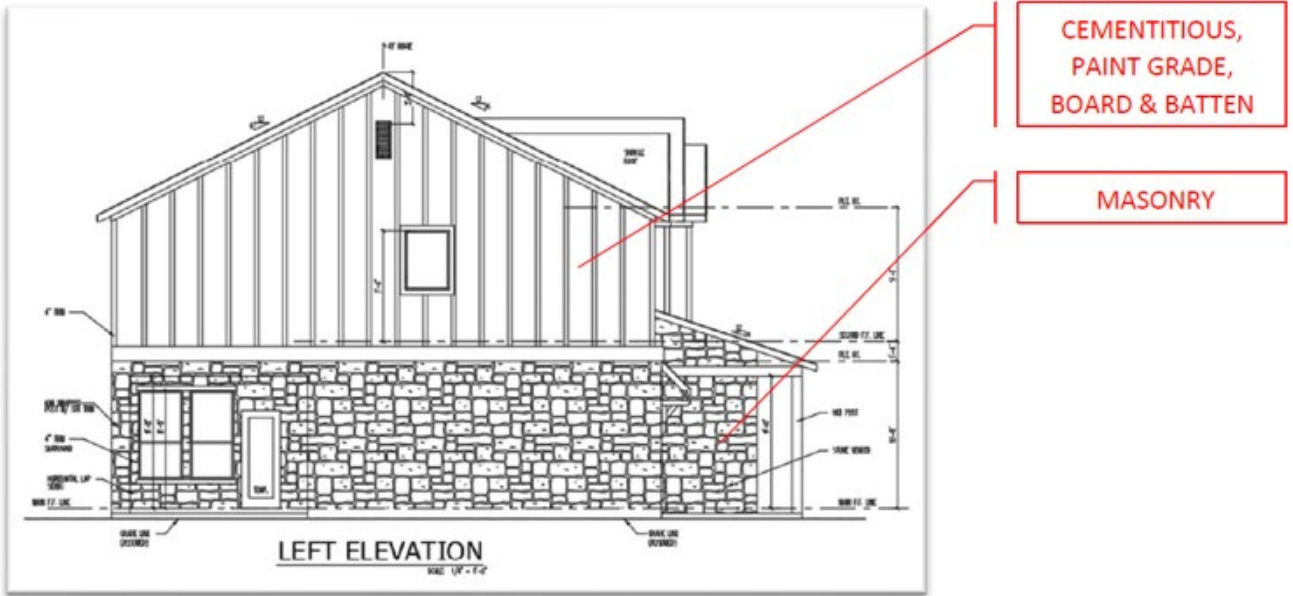
CEMENTITIOUS, PAINT GRADE, BOARD & BATTEN

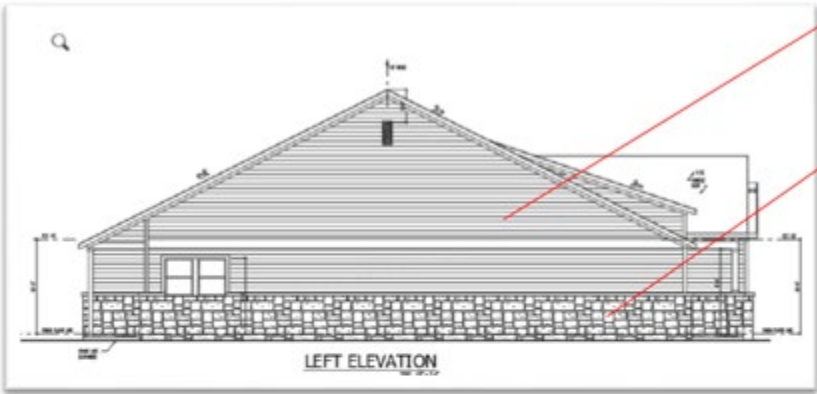
MASONRY

METAL ACCENT ROOF



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





CEMENTITIOUS,  
PAINT GRADE,  
SIDING MATERIAL

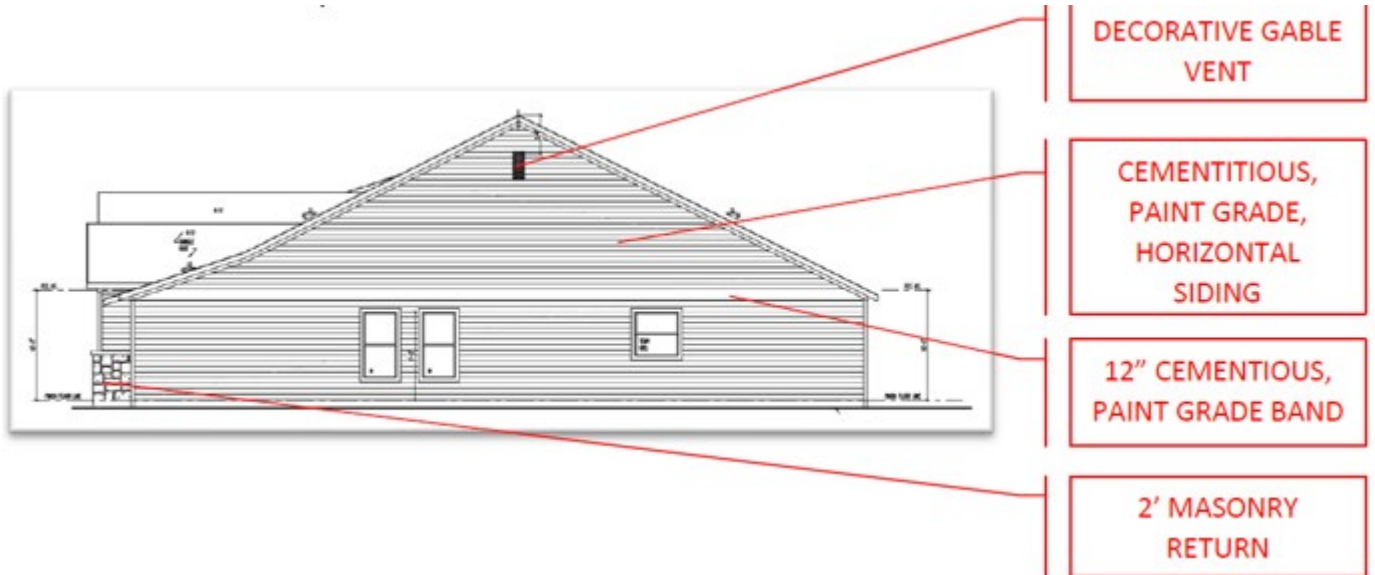
MASONRY

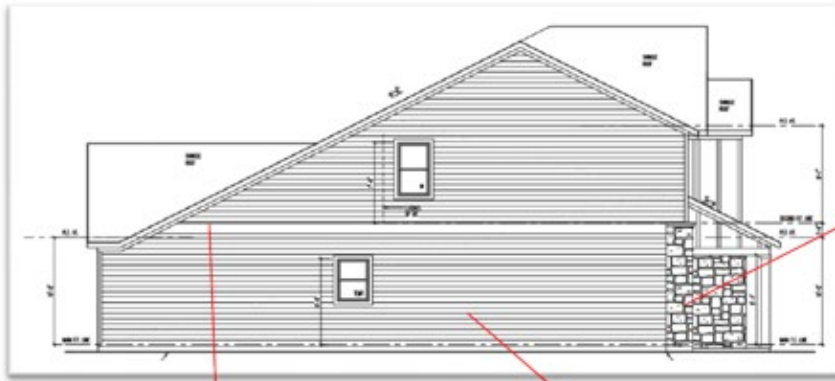


CEMENTITIOUS,  
PAINT GRADE,  
SIDING MATERIAL

MASONRY

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

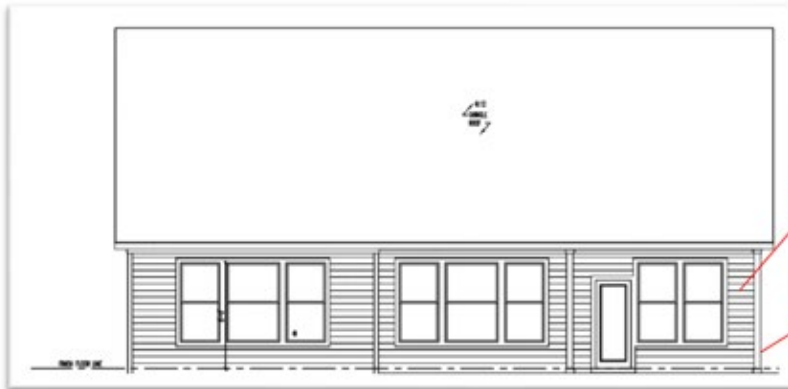




2' MASONRY RETURN

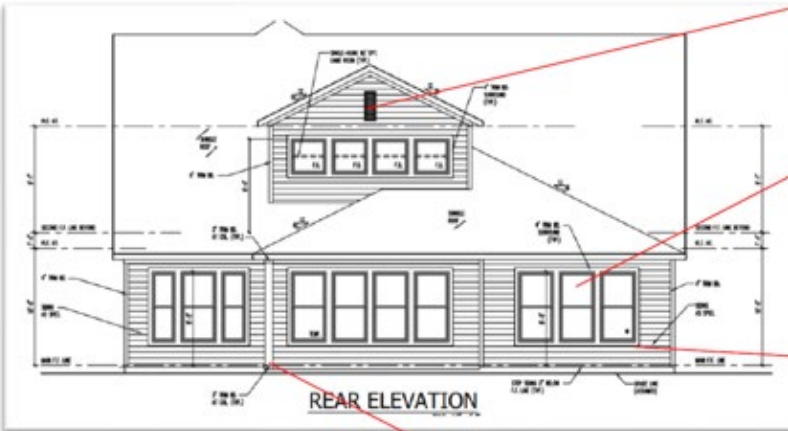
12" CEMENTIOUS, PAINT GRADE BAND

CEMENTITIOUS, PAINT GRADE, HORIZONTAL SIDING



CEMENTITIOUS, PAINT GRADE, HORIZONTAL SIDING

WRAPPED POST



DECORATIVE GABLE VENT

REAR ELEVATIONS WITH PLENTY OF WINDOWS

CEMENTITIOUS, PAINT GRADE, HORIZONTAL SIDING

WRAPPED POST

**D. Masonry and Dwelling Unit Size Table**

| Dwelling Unit Size (conditioned space) | Minimum Front Façade* Masonry Percentage |
|--|--|
| 1,300 – 1,400 sq. ft.                  | 70%                                      |
| 1,401 – 1,500 sq. ft.                  | 60%                                      |
| 1,501 – 1,600 sq. ft.                  | 50%                                      |
| 1,600 – 1,700 sq. ft.                  | 40%                                      |
| 1,701 + sq. ft.                        | 30%                                      |
|  |  |

\* Collector Road and Corner Lots shall have side and rear masonry percentages equal to the minimum front façade percentage.