

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

This Second Amendment to the Development Agreement Establishing Development Standards for Monarch Ranch (this “**Second Amendment**”) is dated effective February ____, 2024 (the “**Second 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 Second 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, and that certain First Amendment to Development Agreement Establishing Development Standards for Monarch Ranch dated effective December 21,2022 (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 related to wastewater service and Impact Fee reimbursements.

C. The City and Developers desire to modify and amend the Agreement in certain respects, as more particularly set forth in this Second Amendment to address the wastewater service construction obligations as well as payment of rebates for the wastewater service infrastructure constructed.

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 First Amendment to the same extent as if set forth herein in full.
2. Capitalized Terms. All capitalized terms in this First Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

3. Wastewater Service. Subsection 5(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(b) **Wastewater Service Construction Obligations**. The Monarch Developer is solely responsible for the engineering and construction of the wastewater lines, infrastructure and facilities necessary to serve the Property, as more particularly depicted and identified on **Exhibit B** attached as “Segment B Gravity Line” between points 2 and 3, and “Segment C”, “Segment D” and “Segment E” between points 3 and 6 (the “**Wastewater Service**”).

Monarch Developer is authorized to and may transfer its responsibility for the engineering and construction of the wastewater lines, infrastructure and facilities necessary to serve that portion of the Wastewater Service identified as “Segment B Gravity Line” on **Exhibit B** to Gregg Lane Dev LLC, conditioned on Gregg Lane Dev LLC commencing and completing the construction of the wastewater lines within the time-line agreed upon between Monarch Developer and Greg Lane Dev LLC. Monarch Developer further agrees to grant an easement to the City of Manor on, over and across the Monarch Property in the location identified as the “Segment B Gravity Line” on **Exhibit B** for the City to provide wastewater service to the Property and to the Gregg Lane Dev. LLC adjoining property. Monarch Developer and Gregg Lane Dev LLC, as applicable, are authorized to construct the wastewater lines within the City Wastewater easements.

Monarch Developer and Gregg Lane Dev LLC, as applicable, shall submit construction plans for the Wastewater Service to the City for review and approval; and will fund and pay for the design, construction and installation of the Wastewater Service in accordance with the approved construction plans, applicable local, state and federal regulations and good design and engineering practices. The Wastewater Service may be constructed in one or more phases as mutually agreed upon by the City, Monarch Developer and if applicable, Gregg Lane Dev LLC. Monarch Developer and if applicable, Gregg Lane Dev LLC will obtain City acceptance of the Wastewater Service in accordance with the procedures and time frames set forth in the City’s Subdivision Ordinance for each phase of the Wastewater Service, when completed. The Monarch Developer shall be entitled to the wastewater Impact Fee Rebates (defined herein) as provided in Section 6 and if applicable, the cost for Oversizing as provided in (d) below, subject to the provisions and limitations set forth in this Agreement.”

4. Impact Fee Rebates. Subsection 6(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(a) Subject to Section 5(b), the City’s Capital Improvement Plan (CIP) update and the terms and provisions of this Agreement, the Monarch Developer will be paid a rebate of that portion of each Impact Fee received by City for the provision of wastewater service to each lot or building site served by the Wastewater Service equal to fifty percent (50%) of each Impact Fee up to Monarch Developer’s cost for the infrastructure less any oversizing payment made by City to Monarch Developer in accordance with Section 5(d) (the “Reimbursement Amount”), until the earlier to occur of (1) the Monarch Developer receiving rebates of Impact Fees equal to the Reimbursement Amount; or (2) termination of this Agreement (each being an “Impact Fee Rebate” and collectively the “Impact Fee Rebates”). The payments will be made on or before the 15th day

of each April, July, October and January following the date the City receives Impact Fees for connections served by the line. The payments will be in an amount equal to fifty percent (50%) of each Impact Fee collected by the City for a lot or building site served by the Wastewater Service, whichever is greater, during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Wastewater Impact Fees of \$4,470.00 for the connection of each of 10 LUEs to the Wastewater Service in the months of January, February and March, then, in that event, on or before the 15th day of April, the City will rebate to the Monarch Developer (or its assignee) an amount equal to fifty percent (50%) of those collected Impact Fees.”

5. Exhibit. Exhibit B – Wastewater Service is hereby deleted in its entirety and replaced with a new **Exhibit B** – Wastewater Service attached to this Second Amendment.

6. 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 Second 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 Second Amendment conflicts or is inconsistent with the Agreement, 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 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.

9. Entire Agreement. This Second Amendment, together with any exhibits attached hereto, and the Agreement, as amended by this Second 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 Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, successors and assigns.

10. Covenant Running with the Land. The Agreement, as amended by this Second 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 Second Amendment shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Second Amendment is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Second Amendment.

11. 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 Second Amendment.

12. Interpretation. This Second 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 Second Amendment.

13. Authority. Each party hereto warrants that each has the full legal authority to execute and deliver this Second Amendment. In addition, the individual who executes this Second 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.

14. Severability. If any provision of this Second 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 Second Amendment as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Second Amendment.

15. Anti-Boycott Verification. To the extent this Second 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 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.

16. 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, 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.

17. 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 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).

18. 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 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.

19. Counterparts. This Second 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 Second 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 Second Amendment solely for the purpose of agreeing to the terms, obligations and provisions outlined in this Second Amendment and 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 B
WASTEWATER SERVICE

