

**FIRST AMENDMENT TO CHAPTER 380 GRANT AGREEMENT**  
**(BUTLER COMMERCIAL PROJECT)**

This FIRST AMENDMENT TO CHAPTER 380 GRANT AGREEMENT DEVELOPMENT (this "First Amendment") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between **13100 FM 973, INC.**, a Texas corporation ("Owner") and the **CITY OF MANOR, TEXAS**, a home rule municipality located in Travis County, Texas (the "City"). The City, and Owner are herein sometimes referred to individually as a "Party" and collectively as the "Parties". Capitalized terms used herein and not otherwise defined herein shall have those meanings ascribed to them in the Agreement (defined below).

RECITALS

A. WHEREAS, on June 15, 2022, the City and Owner entered into that certain Chapter 380 Grant Agreement – Butler Commercial Project (the "Agreement") relating to the construction of certain facilities and infrastructure more particularly described in the Agreement. The project is commonly known as “Manor Crossings”.

B. WHEREAS, the “South Water Line” (as referenced in Exhibit C of the Agreement) has been installed in the location more particularly described on Exhibit C-1 attached hereto.

C. WHEREAS, the Parties desire to amend the Agreement to identify the current location of the South Water Line and the payment terms should the South Water Line need to be relocated in the future.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Exhibit C -1. Exhibit C-1 attached hereto is hereby added and incorporated into the Agreement.

2. TxDot Relocation. If TxDOT requires the relocation of the South Water Line in the future, the Parties will share the cost of the relocation on a 50/50 basis. The relocation of the South Water Line will be deemed to be included in the definition of “Eligible Infrastructure” and the definition of “Maximum Grant Amount” shall be amended to include 50% of the cost of the relocation of the South Water Line.

3. Miscellaneous.

(a) 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. Capitalized terms used herein, unless otherwise defined in this First Amendment, shall have the same meanings as those given in the Agreement. Where any section, subsection or clause of the Agreement is modified or deleted by this First 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 First Amendment conflicts or is inconsistent with the Agreement, the provision of this First Amendment shall control.

(b) This First Amendment (i) shall be governed by, construed under and enforced in accordance with the laws of the State of Texas; (ii) constitutes a covenant that runs with the Property and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; (iii) may be modified or amended only in writing signed by each party hereto; and (iv) embodies the entire First Amendment and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter.

(c) To facilitate execution of this First Amendment, the parties may execute and exchange counterparts of the signature pages by electronic mail transmission, which counterparts will be deemed original upon receipt.

4. No Waiver. Neither City's nor Owner's execution of this First 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.

5. Governing Law. This First Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

6. Signatory Warranty. The signatories to this First Amendment warrant that each has the authority to enter into this First Amendment on behalf of the organization for which such signatory has executed this First Amendment.

7. Interpretation. This First 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 First Amendment.

8. Entire Agreement. This First Amendment, together with any exhibits attached hereto, and the Agreement, as amended by this First 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. The Parties hereto agree and understand that no oral agreements or understandings shall be binding unless reduced to a writing which is signed by the Parties and dated subsequent to the date hereof. The Parties hereto agree and understand that this First Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

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. 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.

11. Form 1295. Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission

(<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals.

*[Signature page(s) to follow]*

EXECUTED in multiple originals, and in full force and effect as of the 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 \_\_\_\_\_, 2024, 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

*[Signatures continue on next page.]*

**OWNER:**

**13100 FM 973, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
Edward S. Butler, President

**THE STATE OF TEXAS                    §**

**COUNTY OF \_\_\_\_\_                §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by Edward S. Butler, President of 13100 FM 973, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)

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

## Exhibit C-1 Current location of South Water Line

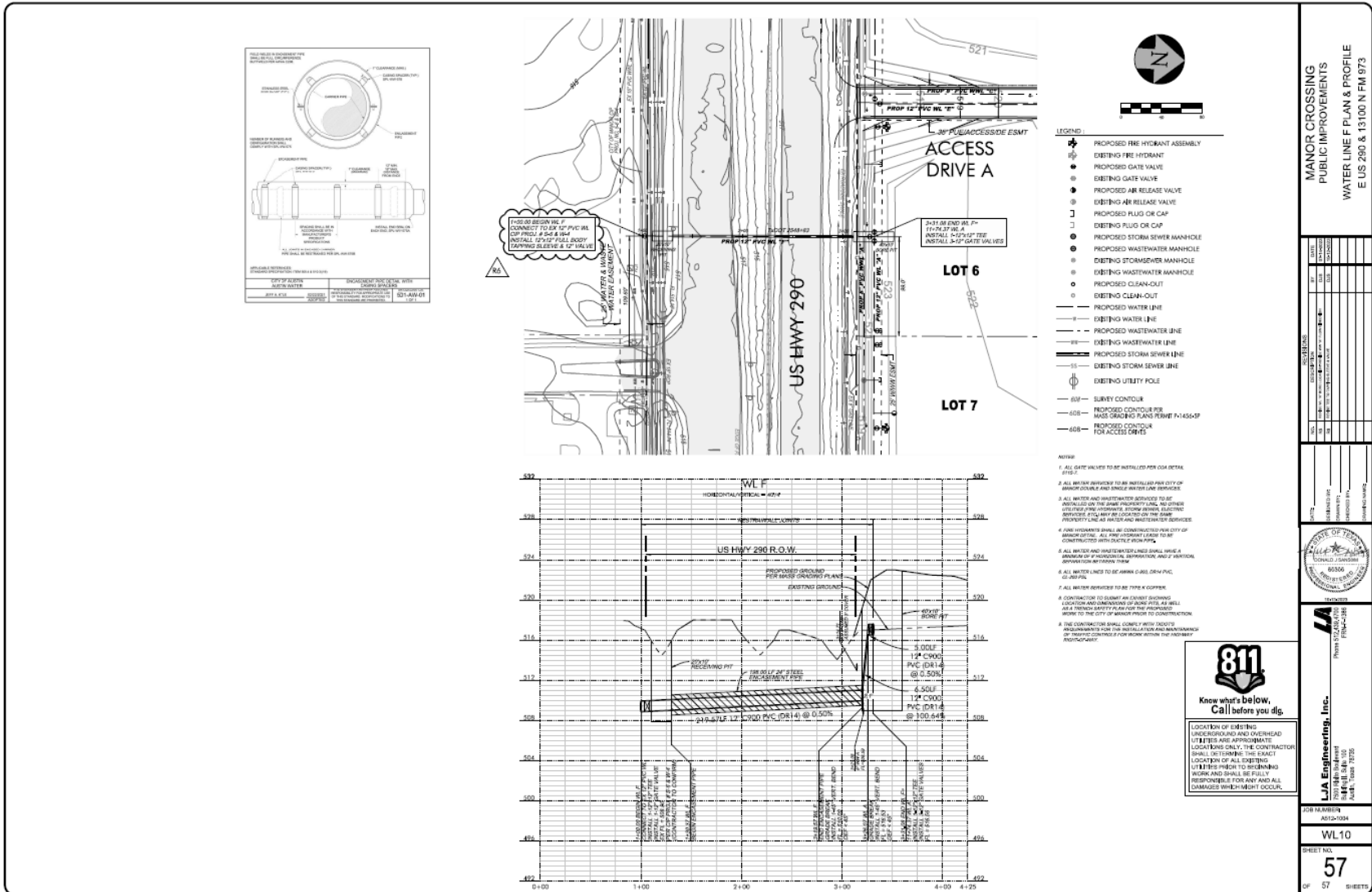


Exhibit C-1 to First Amendment to Ch. 380 Agreement (Butler Commercial)