

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

This First Amendment to Development Agreement Establishing Development Standards for Monarch Ranch (this “**Frist Amendment**”) is dated effective December __, 2022 (the “**First Amendment Effective Date**”), and is entered into between the **City of Manor**, a Texas home-rule municipal corporation (the “**City**”), **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**”), and **Monarch Ranch at Manor, LLC**, a Texas limited liability company (“**Monarch Developer**”). 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 (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 parkland, including the amount of parkland being dedicated and conveyed to the City, as well as provisions related to water service.

C. The Developers requested an amendment to their Planned Unit Development (PUD) zoning, and the City Council approved amending the PUD zoning by Ordinance No. 681, which among other things, includes an increase in the parkland being dedicated and conveyed to the City.

D. The Developers also request an amendment to Section 10 of the original Development Agreement regarding water service.

E. The City and Developers desire to modify and amend the Agreement in certain respects, as more particularly set forth in this First Amendment to address the increase of parkland being dedicated and conveyed to the City as well as the water service provision.

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) Parkland. Subsections 13. (a), (b), and (f) are hereby deleted in their entirety and replaced with the following:

“(a) The approximately 22.9 acres that will be dedicated as parkland and open space as more particularly depicted in Exhibit D (“Parkland and Open Space”) will satisfy all of Monarch Developer’s obligations with respect to the City’s park requirements for the Residential Development.

(b) Monarch Developer shall convey the approximately 22.9 acres by deed to the City upon City’s approval of the final plat for the portion of the Monarch Property in which the applicable Parkland and Open Space is contained. Parkland and Open Space shall be dedicated at the time of final plat approval for the portion of the Monarch Property in which the Parkland and Open Space is contained.

(f) Parkland amenities located within the Residential Development shall include a minimum of the following recreational elements:

- i. age 5-12 playground,
- ii. age 2-5 playground,
- iii. parking area with a minimum of 20 parking space,
- iv. dog park with a minimum area of 10,000 square feet,
- v. picnic areas with a minimum of 4 picnic tables,
- vi. picnic pavilion with a minimum size of 20’ x 30’, and
- vii. open lawn/gaming area.

The Monarch Developer may utilize up to 2 acres, outside of the 22.9 acres for Parkland and Open Space, for a private amenity pool and restroom facility (“Private Park”). The Private Park will not be dedicated to the City, and the final boundary will be determined at the platting stage of the Residential Development.”

(4) Exhibits.

(a) Exhibit D - Parkland and Open Space is hereby deleted in its entirety and replaced with a new Exhibit D - Parkland and Open Space attached to this First Amendment.

(b) The Exhibit E – License Agreement Form title page is deleted in its entirety and replaced with a new Exhibit E – License Agreement title page attached to this First Amendment. The License Agreement Form remains in full force and effect as provided in the Agreement.

(5) Water Service. Subsection 10 (a) is hereby deleted in its entirety and replaced with the following:

“(a) Developer Decertification of Property. The Monarch Developer will submit to the Public Utility Commission of Texas (“PUC”) a petition to remove the Property more particularly described in Exhibit A from Manville Water Supply Corporation’s water CCN No. 11144 on or before the City’s approval of the final plat for the initial phase of the Monarch Development, and shall thereafter diligently pursue that petition at the PUC. If the Developer and Manville settle on an amount to be paid to Manville in order to decertify the Property, the Monarch Developer agrees to enter into an agreement with Manville and the City prior to any agreed to settlement payment being made to Manville. The Monarch Developer shall also assist the City in pursuing the service area transfer from Manville’s CCN to the City’s CCN. The Monarch Developer shall be responsible for any and all costs of this service area removal from Manville and transfer to the City, and shall enter into a deposit agreement between the City and Monarch Developer.”

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

(7) No Waiver. Neither City’s nor Developers’ 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.

(8) Governing Law. This First 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 First 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, Developers represent that neither Developers nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developers (i) boycotts Israel or (ii) will boycott Israel through the term of this First 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 First 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 represent that Developers 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 Developers hereby verify 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 First 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 Developers hereby verify 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 First 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 First Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

(16) Counterparts. This First 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 First 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

MONARCH DEVELOPER:

MONARCH RANCH AT MANOR LLC

By: _____
Name:
Title:

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of Monarch Ranch at Manor LLC, a limited liability company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

ENFIELD DEVELOPER:

ENFIELD PARTNERS LLC

By:_____

Name:

Title:

THE STATE OF TEXAS §
COUNTY OF _____ §

 This instrument was acknowledged before me on this ____ day of _____, 20____, by
_____, _____ of Enfield Partners LLC, a limited liability company, on
behalf of said company.

(SEAL)

Notary Public, State of Texas

BIRDVIEW LLC

By: _____

Name:

Title:

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of Birdview LLC, a limited liability company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

MP 973 LLC

By: _____

Name:

Title:

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of MP 973 LLC, a limited liability company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

PAYNE TRAVIS LLC

By:_____

Name:

Title:

THE STATE OF TEXAS §
COUNTY OF _____ §

 This instrument was acknowledged before me on this ____ day of _____, 20____, by
_____, _____ of Payne Travis LLC, a limited liability company, on behalf
of said company.

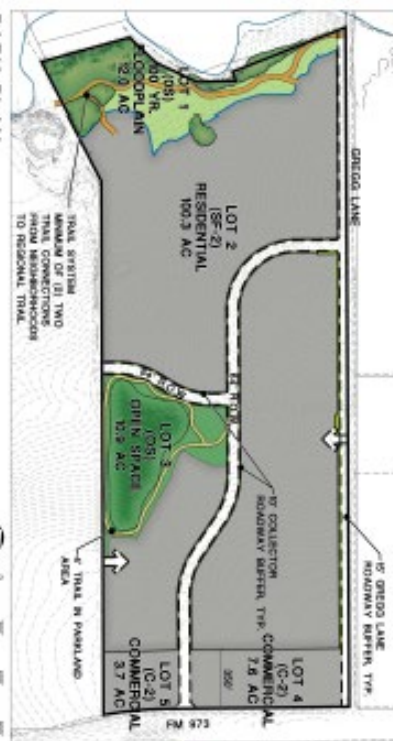
(SEAL)

Notary Public, State of Texas

EXHIBIT D
PARKLAND AND OPEN SPACE



	COLOR CODE	PHYSICAL PROPERTIES	MATERIAL	LOT#	DENSITY
	(Yellow)	SP-21 ELECTRONIC	9813 ACESSE	601 LOTS	4.3 DGMK
	(Red)	SP-21 MEDICAL CHEMICAL	71 ACESSE	2 LOTS	
	(Green)	SP-1 FLOW CONTROL	70 ACESSE	1 LOT	
	(Dark Green)	SP-1000 SERVICE	81 ACESSE	1 LOT	
TOTAL					3.0 DGMK



PARK PLAN
PARK LAND DEDICATION:
400 /56 x 1 =
(number of dwelling units)

North

Scale: 1" = 300'

6.1 (preured park acreage)

22.9 (proposed park acreage)

[illegible][illegible]

H. Parkland and Open Space

1. This Final PUD Site Plan provides approximately 22.9 acres of park and open space with the dedication of two (2) tracts of land as illustrated on the Parks Plan on this sheet. The parks and open space will include detention facilities for the project, tree preservation areas, 100 year floodplain, trail corridor and active programmed parkland.
2. An eight-foot (8') concrete trail shall provide pedestrian/bike access along the parkland corridor connecting from the north property boundary to the south property boundary, as depicted on Park Plan. Trees shall be planted parallel to the concrete trail at a spacing of one (1) tree for every forty (40) linear feet. Trees shall be a minimum of three (3) inch caliper and selected from the Type A/B tree list of the City of Manor Code of Ordinances.
3. Parkland amenities located within the Enfield PUD shall include a minimum of the following recreational elements: playground, parking area, dog park, picnic areas, picnic pavilion and open lawn/gaming area.
 - a. Age 5-12 playground
 - b. Age 2-5 playground
 - c. Parking area with a minimum of 20 parking spaces
 - d. Minimum 10,000 square foot dog park (may be allowed within detention area)
 - e. Minimum 20 foot by 30 foot picnic pavilion
4. A portion of the parkland may be utilized for a private amenity pool and associated restroom facility. This lot defined for the private amenity will not be dedicated to the City and final boundary will be determined at the platting stage of development. The private amenity portion of the overall parkland will be a maximum of 2 acres.
5. A minimum 4 foot wide, concrete sidewalk shall be provided parallel to the Gregg Lane Landscape Buffer.
6. The proposed parkland shall be dedicated to the City of Manor and privately maintained by the Monarch Ranch Homeowner's Association.

Exhibit E
License Agreement Form