

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “**First Amendment**”) is dated effective _____, 2025 (the “**First Amendment Effective Date**”), and is entered into between the CITY OF MANOR, a Texas home-rule municipal corporation (the “**City**”) and KRANTZ PROPERTIES, LLC, a Texas limited liability company (the “**Owner**”). The City and the Owner are sometimes referred to as a “**Party**” and collectively herein as the “**Parties**.”

RECITALS:

A. City and Owner previously entered into that certain Development Agreement dated effective February 24, 2021 (the “**Agreement**”), for that certain Property located in Travis County, Texas, as more particularly described in the Agreement.

B. The Agreement provides, among other things, provisions related to occurrences that will trigger the annexation of the Property by the City.

C. The City and Owner desire to modify and amend the Agreement in certain respects, as more particularly set forth in this First Amendment in connection with the provisions related to occurrences that will trigger the annexation of the Property and the extension of the Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner 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) Development and Annexation of the Property. Owner desires to pursue certain floodplain reclamation work on the Property (the “Proposed Work”), which Proposed Work will require the submission of a Conditional Letter of Map Revisions (a “CLOMR”) application and/or similar submissions to the City. Such applications may meet the criteria set forth in Section 3(a) of the Agreement that would constitute a “deemed” election by the Owner to request that the City annex the Property into the City’s corporate limits, and while the Owner believes that the Proposed Work would be mutually beneficial to both the Owner and the City, the Owner does not yet desire to annex the Property into the City’s corporate limits. Accordingly, the Owner has requested, and the City agrees, to exclude the Proposed Work from the scope of Section 3(a) of the Agreement, and, notwithstanding anything to the contrary in the Agreement, no submission by or on behalf of the Owner of a CLOMR application and/or any similar submissions or applications to the City

relating to the Proposed Work shall constitute a request or deemed request by the Owner that the City annex the Property into the City's corporate limits.

(4) Term. Owner has complied with Section 2(a)(3) and submitted to the City a written notice requesting a five (5) year extension which extension has been received by the City and the automatic five (5) year extension is granted. The Parties agree that the term of the Agreement is extended until June 1, 2032.

(5) 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.

(6) 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 this First Amendment or at law with respect to the other party's obligations under this First Amendment or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

(7) Governing Law. This First Amendment shall be construed and enforced 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.

(8) No Joint Venture. The terms of this First Amendment are not intended to and shall not be interpreted to create any partnership or joint venture or similar arrangement between the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this First Amendment in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

(9) No Third-Party Beneficiary. This First Amendment is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this First Amendment, any notice of default or action seeking a remedy for such default must be made by the Owner.

(10) Interpretation; Terms and Dates. References made in the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine or neuter. If any date for performance of an obligation or exercise of a right set forth in this First Amendment falls on a Saturday, Sunday or federal holiday, such date shall be automatically extended to the next day which is not a Saturday, Sunday or federal holiday.

(11) 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.

(12) 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.

(13) Verifications of Statutory Representations and Covenants. Owner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this First Amendment shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this First Amendment, notwithstanding anything in this First Amendment to the contrary.

(a) Not a Sanctioned Company. Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this First Amendment. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. Owner hereby verifies 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 discriminate against a firearm entity or firearm trade association during the term of this First Amendment. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. Owner hereby verifies 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. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

(14) 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.

(15) 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 _____, 2025, 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

OWNER:

KRANTZ PROPERTIES, LLC,
a Texas limited liability company

By: *James W. Krantz*

Name: James W. Krantz

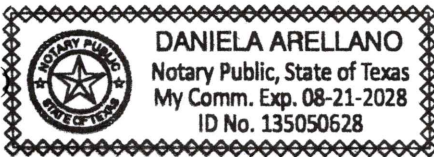
Title: owner

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 11 day of July, 2025,
by James Krantz, owner of Krantz Properties, LLC, a Texas limited
liability company, on behalf of said company.

(SEAL)



[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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