

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment to Development Agreement under Section 43.035, Texas Local Government Code (“**Second Amendment**”) is dated effective _____, 2022 (the “**Amendment Effective Date**”) and is entered into by and between the **CITY OF MANOR, TEXAS**, a Texas home rule municipal corporation (the “**City**”) and **JEFFERSON TRIANGLE MARINE, LP**, a Texas limited partnership (the “**Developer**”). The City and the Developer are sometimes referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS:

WHEREAS, the City and Developer previously entered into that certain Development Agreement Under Section 43.035, Texas Local Government Code dated effective September 20, 2017 and recorded as Document No. 2017197857 of the Official Public Records of Travis County, Texas (the “**Original Agreement**”) for that certain Property (as defined therein) located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement; and that First Amendment to Development Agreement Under Section 43.035, Texas Local Government Code dated effective December 16, 2020 and recorded as Document No. 2020247239 of the Official Public Records of Travis County, Texas (the “**First Amendment**”) (collectively, the “**Agreement**”);

WHEREAS, the Original Agreement provides that the Property shall remain in the City’s extraterritorial jurisdiction until the occurrence of an event specified in the Original Agreement;

WHEREAS, the owners of the Property requested that the Property, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (the “**Annexed Tract**”), be annexed into the City, and said Annexed Tract was annexed by the City by Ordinance No. _____;

WHEREAS, the Parties desire to amend the Agreement to acknowledge the annexation of the Annexed Tract and that the Agreement as amended remains in effect as to the Property which encompasses all of the Annexed Tract; and

WHEREAS, the City and Developer desire to modify and amend the Agreement in certain respects as more particularly set forth in this Second Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

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

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

Section 3. Annexation. The Parties acknowledge the annexation of the Annexed Tract by the City at the request of the Developer and agree that the Agreement as amended remains in effect as to the Property which encompasses all of the Annexed Tract.

Section 4. Ratification of Agreement/Conflict. All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this Second Amendment. To the extent there is any inconsistency between the Agreement and this Second Amendment, the provisions of this Second Amendment shall control.

Section 5. 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.

Section 6. 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.

Section 7. 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 Second Amendment, together with any exhibits attached hereto, shall be binding on them, their personal representatives, heirs, successors and assigns.

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

Section 9. Anti-Boycott Verification. To the extent this Second 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, Developer represents that neither Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (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.

Section 10. 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, Developer represents that Developer 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.

Section 11. Anti-Boycott Verification – Energy Companies. The Developer 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 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).

Section 12. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Developer 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 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.

Section 13. Counterparts. This Second Amendment may be executed in multiple counterparts, and each such counterpart shall be deemed and original and all such counterparts shall be deemed one and the same instrument.

[signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the Effective Date.

CITY OF MANOR, TEXAS
a Texas municipal corporation

By: _____
Dr. Christopher Harvey, Mayor

ATTEST:

By: _____
Lluvia T. Almaraz, City Secretary

DEVELOPER:
Jefferson Triangle Marine, LP
a Texas limited partnership

By: _____
Name: _____
Title: _____

AFTER RECORDING RETURN TO:

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

Exhibit “A”

Annexed Tract

[see attached]

Tract One



10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING 9.38 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap stamped "4WARD BOUDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of a called 4.382 acre tract of land described in a Warranty Deed With Vendor's Lien to Auspro Enterprises, L.P., recorded in Document No. 2019013915 of said O.P.R.T.C.T., also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies);

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 4.382 acre tract, a distance of **600.03** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set, from which a 1/2" rebar found for the Southeast corner of a called 1.00 acre tract of land described in a Warranty Deed to Francisco Ruiz and Sindy Silva, recorded in Document No. 2018008520 of said O.P.R.T.C.T. and the common Southwest corner of a called 5.565 acre tract of land described in a General Warranty Deed to Tani Investments, LLC, recorded in Document No. 2021257244 of said O.P.R.T.C.T., also being the common Northwest corner of a called 0.112 acre tract of land described in a Special Warranty Deed to City of Manor, recorded in Document No. 2021052804 of said O.P.R.T.C.T., bears South 62°55'16" East a distance of 280.09 feet;

THENCE over and across said 62.8431 acre tract, the following two (2) courses and distances:

1. **South 27°21'49" West** a distance of **638.36** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and



2. **North 72°21'49" West** a distance of **597.01** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set in the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, from which a 1/2" rebar found for the Southwest corner of said 62.8431 acre tract and a common Northwest corner of a called 56.652 acre tract described in a General Warranty Deed to Horsefeathers Farm, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T., also being in the common existing Easterly right-of-way line of said Kimbro Road, bears South 26°27'38" West a distance of 667.27 feet;

THENCE **North 26°27'38" East** with the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, a distance of **736.34** feet to the **POINT OF BEGINNING** and containing 9.38 acres of land, more or less.

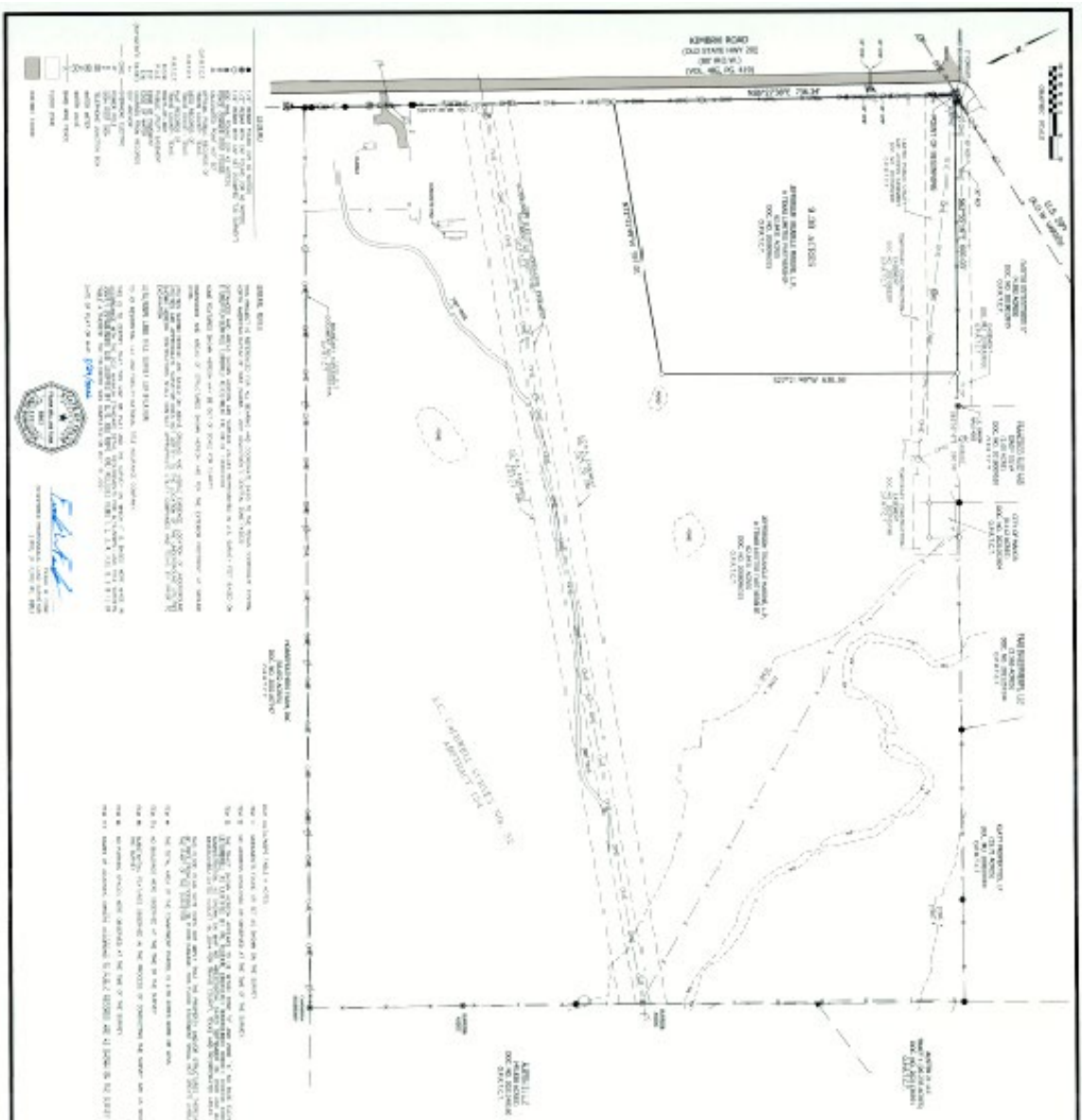
This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00005359.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

 3/29/2022
Frank. W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 21-021
Attachments: K:\21021 - JTM Old Kimbro Rd\CAD\DWGs\Old Kimbro Road 9.38ac ALTA.dwg



SECTION 17, T. 33 N., R. 20 E., S. 34 E., TRAVIS COUNTY, TEXAS

ALL A SURVEY OF 938 ACRES OF LAND
 INITIATED IN THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT 114, TRAVIS COUNTY,
 TEXAS AND BEING A PORTION OF A CALLED 62,441 ACRE TRACT OF LAND DESCRIBED
 TO JEFFERSON TRAVIS MARBLE, L.P. IN DOCUMENT NO. 2003080918
 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

SECTION 17, T. 33 N., R. 20 E., S. 34 E., TRAVIS COUNTY, TEXAS

LEGAL DESCRIPTION

ALL A SURVEY OF 938 ACRES OF LAND, INITIATED IN THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT 114, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 62,441 ACRE TRACT OF LAND DESCRIBED TO JEFFERSON TRAVIS MARBLE, L.P. IN DOCUMENT NO. 2003080918 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

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<p>DATE OF SURVEY: 05/09/2018</p> <p>BY: [Signature]</p> <p>FOR: [Signature]</p>	<p>ALL A SURVEY OF 938 ACRES OF LAND INITIATED IN THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT 114, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 62,441 ACRE TRACT OF LAND DESCRIBED TO JEFFERSON TRAVIS MARBLE, L.P. IN DOCUMENT NO. 2003080918 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.</p>	<p>ISI LANDESIGN SERVICES INC.</p> <p>1500 W. 10TH ST., SUITE 100 AUSTIN, TEXAS 78703 512.444.1111</p>
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Tract Two



10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING 53.42 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap stamped "LSI SURVEY" set in the North line of said 62.8431 acre tract and the common South line of a called 4.382 acre tract of land described in a Warranty Deed With Vendor's Lien to Auspro Enterprises, L.P., recorded in Document No. 2019013915 of said O.P.R.T.C.T., from which a 1/2" rebar with cap stamped "4WARD BOUNDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of said 4.382 acre tract, also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies), bears North 62°55'16" West a distance of 600.03 feet;

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 4.382 acre tract, and continuing with the common South line of a called 1.00 acre tract of land described in a Warranty Deed to Francisco Ruiz and Sindy Silva, recorded in Document No. 2018008520 of said O.P.R.T.C.T., a distance of **280.09** feet to a 1/2" rebar found for the Southeast corner of said 1.00 acre tract and the common Southwest corner of a called 5.565 acre tract of land described in a General Warranty Deed to Tani Investments, LLC, recorded in Document No. 2021257244 of said O.P.R.T.C.T., also being the Northwest corner of a called 0.112 acre tract of land described in a Special Warranty Deed to City of Manor, recorded in Document No. 2021052804 of said O.P.R.T.C.T. and a common corner of said 62.8431 acre tract;

THENCE with a Northerly line of said 62.8431 acre tract and a common line of said 0.112 acre tract, the following three (3) courses and distances:

1. **South 27°04'44" West** a distance of **65.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set;



2. **South 62°55'16" East** a distance of **75.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
3. **North 27°04'44" East** a distance of **65.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set for the Northeast corner of said 0.112 acre tract and a common corner of said 62.8431 acre tract, also being in the South line of said 5.565 acre tract;

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 5.565 acre tract, and continuing with the common South line of a called 15.71 acre tract of land described in a Warranty Deed to Klatt Properties, LP, recorded in Document No. 2008204941 of said O.P.R.T.C.T., a distance of **998.89** feet to a 1/2" rebar found for the Northeast corner of said 62.8431 acre tract and the common Southeast corner of said 15.71 acre tract, also being in the West line of a called 20.235 acre tract of land described as Tract 1 in a General Warranty Deed to Austin 21 LLC, recorded in Document No. 2021136691 of said O.P.R.T.C.T.;

THENCE with the East line of said 62.8431 acre tract and the common West line of said 20.235 acre tract, the following two (2) courses and distances:

1. **South 29°25'27" West** a distance of **12.49** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
2. **South 26°40'55" West** a distance of **304.61** feet to a 60d Nail found in a Mesquite tree for the Southwest corner of said 20.235 acre tract and the Northwest corner of a called 45.838 acre tract of land described in a General Warranty Deed With Vendor's Lien to Austin 21 LLC, recorded in Document No. 2021248160 of said O.P.R.T.C.T.;

THENCE with the East line of said 62.8431 acre tract and the common West line of said 45.838 acre tract, the following four (4) courses and distances:

1. **South 27°38'12" West** a distance of **377.29** feet to a 1/2" rebar with cap stamped "BURRIS&ASSOC" found;
2. **South 26°43'45" West** a distance of **143.94** feet to a 1/2" rebar found;
3. **South 26°58'00" West** a distance of **243.98** feet to a 1/2" rebar with cap stamped "BURRIS&ASSOC" found; and
4. **South 26°59'10" West** a distance of **330.89** feet to a 1/2" rebar with cap stamped "CHAPARRAL BOUNDARY" found for the Southeast corner of said 62.8431 acre tract and the common Southwest corner of said 45.838 acre tract, also being in the North line of a called 56.652 acre tract described in a General Warranty Deed to Horsefeathers Farm, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T.;

THENCE **North 62°38'11" West** with the South line of said 62.8431 acre tract and the common North line of said 56.652 acre tract, a distance of **1,938.72** feet to a 1/2" rebar found for the Southwest corner of said 62.8431 acre tract and the common Northwest corner of said 56.652 acre tract, and being in the existing Easterly right-of-way line of said Kimbro Road;



THENCE **North 26°27'38" East** with the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, a distance of **667.27** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set, from which a 1/2" rebar with cap stamped "4WARD BOUNDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of said 4.382 acre tract, also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies), bears North 26°27'38" East a distance of 736.34 feet;

THENCE over and across said 62.8431 acre tract, the following two (2) courses and distances:

1. **South 72°21'49" East** a distance of **597.01** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
2. **North 27°21'49" East** a distance of **638.36** feet to the **POINT OF BEGINNING** and containing 53.42 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00005359.

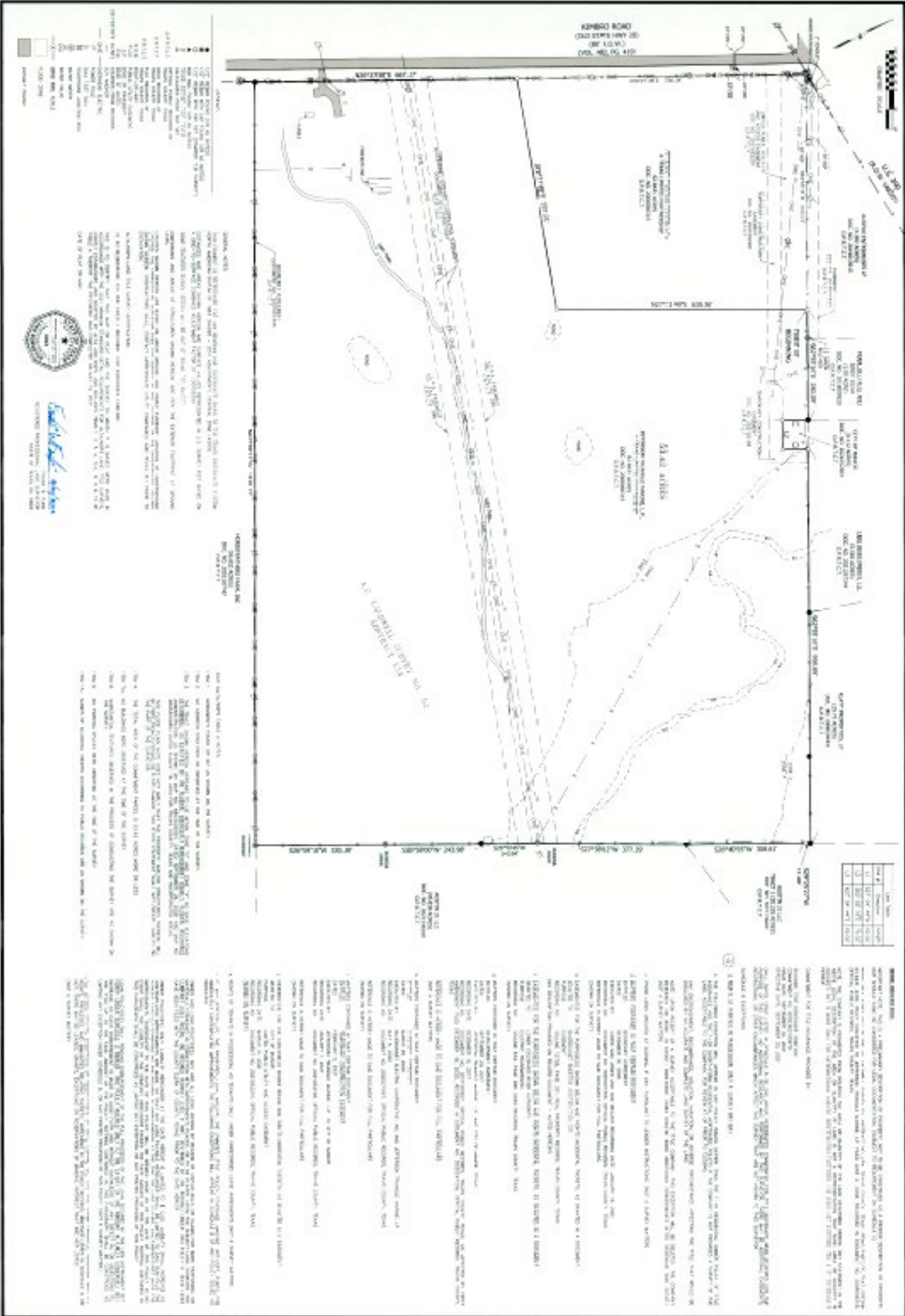
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

 3/29/2022
Frank. W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 21-021

Attachments: K:\21021 - JTM Old Kimbro Rd\CAD\DWGs\Old Kimbro Road 53.42ac ALTA.dwg



DATE OF SURVEY	11/20/2018
DATE OF RECORDING	11/20/2018
BOOK	113
PAGE	113
SECTION	113
TOWNSHIP	113
RANGE	113
COUNTY	113
STATE	113

ALTA SURVEY OF 33.42 ACRES OF LAND SITUATE IN THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT 154, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED SEVENTH ACRES TRACT OF LAND DESCRIBED TO JEFFERSON TRANGLE MARINE, L.P. IN DOCUMENT NO. 200800003 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LSI LAND DESIGN SERVICES, INC.
 11300 N. MICHIGAN AVE., SUITE 1000, DALLAS, TEXAS 75243
 (214) 343-1130
 www.lsilanddesign.com