

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(Holley/Smith – KB Home)**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (HOLLEY/SMITH – KB HOME) (this “**First Amendment**”) is dated effective _____, 2022 (the “**First Amendment Effective Date**”) and is entered into between the CITY OF MANOR, a Texas home-rule municipal corporation (the “**City**”) and KB HOME LONESTAR, INC., a Texas corporation (the “**Owner**”). The City and Owner are sometimes referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS:

A. Owner and the City previously entered into that certain Development Agreement (Holley/Smith – KB Home) dated effective October 27, 2021 (the “**Agreement**”) for that certain Project (as defined therein) located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement.

B. Owner now owns all the Property (as defined in the Agreement).

C. Owner desires for the City to allow for the concurrent review of the plats and plans submitted by Owner for the Project.

D. The Parties also desire to amend the Agreement to address the amount the Owner shall be reimbursed for the cost of the offsite wastewater improvements; and submission of the Traffic Impact Analysis.

E. The City and Owner desire to modify and amend the Agreement as set forth in this First Amendment.

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. Timing of Platting. The Owner agrees to waive the submission requirements of the City’s ordinances and subdivision regulations and the City agrees to allow concurrent review of concept plan(s), preliminary plat(s), construction plan(s), and final plat(s). Upon each submittal, the City shall have thirty (30) days to respond to the Owner and/or its authorized representative with comments citing the deficiencies of the plats and plans. After the City has determined the

plats and plans meet the minimum requirements of the City's ordinances and subdivision regulations, the plats and plans will be heard before the applicable governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the City's ordinances and subdivision regulations.

4. Cost of the Offsite Wastewater Improvements. Section 9.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“9.2 Cost of the Offsite Wastewater Improvements. The Owner shall be responsible solely for Owner's Total Wastewater Payment for the Wastewater Improvements and no further costs to design and construct the Offsite Wastewater Improvements. The Owner shall be reimbursed for the funds contributed by Owner through impact fee credits at fifty (50%) of collected impact fees within the Property up to One Million Five Hundred Thirty-Seven Thousand Eight Hundred Sixty Dollars (\$1,537,860).”

5. Traffic Impact Analysis (TIA). A TIA may be submitted for review and approval to the City, Texas Department of Transportation and Travis County, as may be applicable, concurrent with the submittal of the preliminary plat for the Development. The Parties agree that the preliminary plat shall not be approved until the TIA is approved by all reviewing jurisdictions.

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 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.

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

9. 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, Owner represents that neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (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.

10. 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, Owner represents that Owner 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.

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

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

13. 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.

14. 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: _____
Dr. Christopher Harvey, 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

[Signatures Continue on next page]

OWNER:

KB HOME LONESTAR, INC.,
a Texas corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2022, by _____, _____ of the KB HOME LONESTAR, INC., a Texas corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas