

**FOURTH AMENDMENT TO THE MANOR COMMONS AMENDED  
AND RESTATED PROJECT AND INCENTIVE AGREEMENT**

This **FOURTH AMENDMENT TO THE MANOR COMMONS AMENDED AND RESTATED PROJECT AND INCENTIVE AGREEMENT** (the “Fourth Amendment”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2023 (the “Fourth Amendment Effective Date”), by and between the **City of Manor, Texas**, a Texas municipal corporation (the “City”), and **Greenview Development Corp.**, a Texas corporation (the “Developer”). The City and the Developer are sometimes hereinafter collectively referred to as the “Parties”.

**RECITALS**

A. The City and the Developer are parties to that certain Manor Commons Amended and Restated Project and Incentive Agreement dated May 5, 2011, that certain First Amendment to the Manor Commons Amended and Restated Project and Incentive Agreement dated October 17, 2018, and that certain Second Amendment to the Manor Commons Amended and Restated Project and Incentive Agreement dated April 17, 2019, and that certain Third Amendment to the Manor Commons Amended and Restated Project and Incentive Agreement dated December 18, 2019 (collectively, the “Manor Commons Agreement”).

B. The Property is defined in the Manor Commons Agreement (the “Original Tract”).

C. Developer requested that an approximately 14.09 acre portion of the Original Tract, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes be removed and released (the “Released Tract”) and be a part of the Property, as defined in that certain Manor Commons Phase Three Development Agreement effective \_\_\_\_\_, 2023.

D. The Parties desire to amend the Manor Commons Agreement in certain respects including to amend the definition of Property to mean the portion of the Property that has not been removed and released (the “Remainder Tract”) and the Manor Commons Agreement remain in effect as to the Remainder Tract.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

2. Payment of Incentives. Developer has paid back in full to City and City is in receipt of Developer’s payment of all previous incentives payments made by the City to Developer under the terms of the Manor Commons Agreement related to the Released Tract.

3. Definition of Property. The term “Property” when used in the Manor Commons Agreement, shall mean the Remainder Tract, which is the portion of the Property as originally

defined under the Manor Commons Agreement, less the Released Tract, which is described in Exhibit A.

4. Capitalized Terms. Any capitalized term that is used in this Fourth Amendment and is not otherwise defined herein shall have the meaning that is ascribed to it in the Manor Commons Agreement.

5. Amendment of Manor Commons Agreement. Except as expressly amended hereby, the Manor Commons Agreement and all rights and obligations created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any section, subsection or clause of the Manor Commons Agreement is modified or deleted by this Fourth Amendment, any unaltered provision of such section, subsection or clause of the Manor Commons Agreement shall remain in full force and effect. However, where any provision of this Fourth Amendment conflicts or is inconsistent with the Manor Commons Agreement, the provision of this Fourth Amendment shall control.

6. Entire Agreement. This Fourth Amendment, together with any exhibits attached hereto, and the Manor Commons Agreement, as amended by this Fourth 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 and may not be amended except by a writing signed by the Parties and dated subsequent to the date hereof. The Parties hereto agree and understand that this Fourth Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, successors and assigns.

7. Governing Law. This Fourth Amendment shall be governed by, construed under and enforced in accordance with the laws of the State of Texas.

8. No Waiver. Neither City's nor Developer's execution of this Fourth Amendment shall (a) constitute a waiver of any of its rights and remedies under the Manor Commons Agreement or at law with respect to the other Party's obligations under the Manor Commons Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

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 Fourth Amendment.

10. Interpretation. This Fourth 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 Fourth Amendment.

11. Authority. Each party hereto warrant that each has the full legal authority to execute and deliver this Fourth Amendment. In addition, the individual who executes this Fourth Amendment on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

12. Severability. If any provision of this Fourth 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 Fourth Amendment as so invalidated would be

unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Fourth Amendment.

13. Anti-Boycott Verification. To the extent this Fourth 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 Fourth 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.

14. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Fourth Amendment constitutes 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 Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

15. 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 Fourth 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).

16. 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 Fourth 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.

17. Multiple Counterparts. This Fourth Amendment may be executed in multiple counterparts, each of which will be deemed original, and all of which will constitute one and the same agreement. Each such executed copy shall have the full force and effect of an original executed instrument.

*[Signature pages follow]*

**IN WITNESS WHEREOF** the Parties have caused this Fourth Amendment to be executed in multiple originals to be effective as of the date and year first above written.

**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

**DEVELOPER:**  
GREENVIEW DEVELOPMENT CORP.,  
a Texas corporation

By: \_\_\_\_\_  
Barth Timmermann, President

ACKNOWLEDGED AND AGREED TO:

GREENVIEW DEVELOPMENT 973 LP,  
A Texas limited partnership

By: \_\_\_\_\_  
Barth Timmermann, President of Greenview  
Development Corp., its General Partner

GREENVIEW DEVELOPMENT GREENBURY LP,  
A Texas limited partnership

By: \_\_\_\_\_  
Barth Timmermann, President of Greenview  
Development Corp., its General Partner

**Exhibit "A"**  
**Released Property**

**November 30, 2022**

FIELD NOTE DESCRIPTION OF 14.09 ACRES OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, AND OUT OF THE CALVIN BARKER SURVEY NO. 38, ABSTRACT NO. 58, BEING THE REMAINDER OF THAT CERTAIN (82.254 ACRES) AS CONVEYED TO TERRELL TIMMERMANN BY DEED RECORDED IN VOLUME 11208, PAGE 824 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS:

**BEGINNING** at a ½" iron rod with a plastic cap imprinted "JPH" found at the intersection of the curving West right-of-way line of FM 973 and the North line of Ring Road (a private roadway) at the South corner of Lot 7C, Block A, Short Form Plat of Manor Commons SW Establishing Lot 78 and 7C, Block A, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 202200190 of the Official Public Records of Travis County, Texas, same being a point in the interior of that certain (82.254 acre) tract of land as conveyed to Terrell Timmermann by deed recorded in Volume 11208, Page 824 of the Real Property Records of Travis County, Texas and being the Northeast corner and the **PLACE OF BEGINNING** of the herein described tract;

**THENCE** with West right-of-way line of FM 973 and through the interior of said (82.254 acre) Timmermann tract, along a curve to the left with a radius of 10090.00 ft. for an arc length of 313.49 ft. and which chord bears, **S 21 deg. 38'10" W 313.48 ft.** to a calculated point in the East line of said (82.254 acre) Timmermann tract;

**THENCE** continuing with the West right-of-way line of FM 973 and with the East line of said (82.254 acre) Timmermann tract, **S 27 deg. 59'18" W 305.12 ft.** to a ½" iron rod found at the Southeast corner of said (82.254 acre) Timmermann tract, same being the Northeast corner of that certain (7.269 acre) tract of land as conveyed to Eternal Faith Baptist Church by deed recorded in Volume 6632, Page 1464 of the Deed Records of Travis County, Texas and being the Southeast corner of the herein described tract;

**THENCE** leaving the West right-of-way line of FM 973 with a South line of said (82.254 acre) Timmermann tract, **N 85 deg. 51'42" W 907.79 ft.** to a ½" iron rod found at the Northwest corner of that certain (5.00 acre) tract of land as conveyed to the Roman Catholic Diocese by deed recorded in Volume 5985, Page 172 of the Deed Records of Travis County, Texas, same being an angle corner in the East line of that certain (24.27 acre) tract of land as conveyed to the City of Manor by deed recorded in Document No. 2015025268 of the Official Public Records of Travis County, Texas and being an angle corner of the herein described tract.

**14.09 Acres**

**End of Page 1 of 2**



14.09 Acres

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**THENCE** with the East line of said (24.27 acre) City of Manor tract, **N 22 deg. 43'44" W 245.59 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found at the Southwest corner of Lot 1, Final Plat Establishing Manor Market Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201300149 of the Official Public Records of Travis County, Texas, same being an angle corner of said (24.27 acre) City of Manor and being an angle corner of the herein described tract;

**THENCE** with the Southeast line of Lot 1, Final Plat Establishing Manor Market Subdivision, the following three (3) courses:

- 1.) **N 60 deg. 03'26" E 822.59 ft.** to a calculated point of curvature in an asphalt drive;
- 2.) Along a curve to the left with a radius of 300.00 ft. for an arc length of 47.85 ft. and which chord bears, **N 55 deg. 29'18" E 47.80 ft.** to a calculated point of tangency in an asphalt drive;
- 3.) **N SO deg. 55'09" E 68.25 ft.** to a calculated point in an asphalt drive at the Southeast corner of said Lot 1, same being an angle corner of Lot 7, Block A, Final Plat Establishing Manor Commons SW, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201500112 of the Official Public Records of Travis County, Texas, also being a point in the Southerly line of the aforementioned Ring Road;

**THENCE** with a Southeast line Lot 7, Block A, Final Plat Establishing Manor Commons SW and crossing to the Northerly line of said Ring Road, **N 50 deg. 55'09" E 59.99 ft.** to a calculated point being an angle corner of said Lot 7, same being a point in the Southwest line of Lot 7C, Block A, Short Form Plat Establishing Lot 7B and 7C, Block A and being the most Northerly corner of the herein described tract;

**THENCE** with the Southwest line of said Lot 7C and with the Northerly line of Ring Road, the following two (2) courses:

- 1.) Along a curve to the left with a radius of 620.00 ft. for an arc length of 302.27 ft. and which chord bears, **S 53 deg. 02'47" E 299.29 ft.** to a MAG nail found with a washer imprinted "JPH" found at a point of tangency;
- 2.) **S 67 deg. 27'55" E 182.10 ft.** to the **PLACE OF BEGINNING** and containing **14.09 acres** of land.

SURVEYED: August and November,

2022 Holt Carson  
Registered Professional Land Surveyor No. 5166



