

**FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT
(Manor Heights)**

THIS FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Fourth Amendment**”) is dated effective _____, 2023 (the “**Fourth Amendment Effective Date**”) and is entered into between the CITY OF MANOR, a Texas home-rule municipal corporation (the “**City**”), and FORESTAR (USA) REAL ESTATE GROUP, INC., a Texas corporation (the “**Developer**”). The City and Developer are sometimes referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

A. Sky Village Kimbro Estates, LLC, a Texas limited liability company (“**Sky Village**”) and RHOF, LLC, a Texas limited liability company (“**RHOF**”) (collectively, the “**Original Developer**”) and the City previously entered into that certain Development Agreement dated effective November 7, 2018 (the “**Agreement**”), as was amended by that certain First Amendment to Development Agreement dated November 6, 2019 (the “**First Amendment**”), as further amended by that certain Second Amendment to Development Agreement dated October 21, 2020 (the “**Second Amendment**”), and as further amended by that certain Third Amendment to Development Agreement dated June 15, 2022 (the “**Third Amendment**”) for that certain Project (as defined therein) located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement.

B. Developer owns all the Property (as defined in the Agreement), save and except the Commercial Parcels (as defined in the First Amendment), which are owned by RHOF. RHOF is executing and acknowledging this Fourth Amendment as the owner of the Commercial Parcels.

C. The Original Developer assigned all of its rights under the Development Agreement to Developer.

D. A portion of the Commercial Parcels is being rezoned from open space to commercial use (as more particularly depicted and described on **Exhibit “A-2”** attached hereto), and the Developer, RHOF and City desire to update and amend the Agreement, as more particularly described below, to incorporate the current commercial requirements as to all Commercial Parcels for masonry, lighting, parking and landscaping as set forth in the City of Manor Codes of Ordinances.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City, Developer and RHOF hereby 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) Capitalized Terms. All capitalized terms in this Fourth Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

3) Commercial Standards. Notwithstanding anything in the Agreement or this Fourth Amendment to the contrary, the following sections of the City of Manor Codes of Ordinances (the “Code”) shall apply to the Commercial Parcels: “Architectural Standards,” Chapter 14, Article 14.02, Division 6, of the Code, including masonry requirements; “Outdoor Lighting,” Article 15.05, of the Code; “Landscaping and Screening,” Article 15.03 of the Code; and “Parking Standards,” Article 15.02 of the Code (collectively, the “Commercial Standards”). For the avoidance of doubt, only the Commercial Parcels shall be required to comply with the above Commercial Standards.

4) Exhibit A-2: “Commercial Parcels”. **Exhibit “A-2”** to the Agreement is hereby deleted in its entirety and replaced with **Exhibit “A-2”** attached hereto.

5) Exhibit B-1: “Master Development Plan”. **Exhibit “B-1”** to the Agreement is hereby deleted in its entirety and replaced with **Exhibit “B-1”** attached hereto.

6) Exhibit E: “Code Modifications”. **Exhibit “E”** to the Agreement is hereby deleted in its entirety and replaced with **Exhibit “E”** attached hereto.

7) Exhibit F: “Parkland”. **Exhibit “F”** to the Agreement is hereby deleted in its entirety and replaced with **Exhibit “F”** attached hereto.

8) Double Height Garage. The following is hereby added as a new Section 4.09 to the Agreement:

“Section 4.09 Double Height Garage. Notwithstanding anything in the Agreement or this Fourth Amendment to the contrary, the City hereby acknowledges and agrees that up to twenty percent (20%) of the homes (“Maximum Double Height Garage Component Amount”) located in Section 2-1A and 2-1B of Phase 2 of the Project may include the “Double Height Garage Plan”, as such plan is generally illustrated on **Exhibit “E”** attached hereto. Any requests exceeding the Maximum Double Height Garage Component Amount shall require an amendment to the Agreement and the PUD.”

9) Open Space. The phrase “*approximately 183.7 acres of open space (which open space acreage includes flood plain) for a total of 217.4 acres*” contained in Section 4.06 of the Development Agreement shall be amended and replaced with “*approximately 175.3 acres of open space (which open space acreage includes flood plain) for a total of 209 acres*”.

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

11) No Waiver. The City's, RHOF's, and Developer's execution of this Fourth Amendment shall not (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.

12) Governing Law. This Fourth Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

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 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.

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) 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 Fourth Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

18) Counterparts. This Fourth 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 Fourth 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 _____, 2023, 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]

DEVELOPER:

**FORESTAR (USA) REAL ESTATE GROUP,
INC.,** a Delaware corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2023, by _____, _____ of the FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

[Signatures Continue on next page]

ACKNOWLEDGED AND AGREED TO:

RHOF, LLC, a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2023,
by _____, _____ of RHOF, LLC, a Texas limited liability company,
on behalf of said company.

(SEAL)

Notary Public, State of _____

EXHIBIT A-2

COMMERCIAL PARCELS



EXHIBIT B-1

MASTER DEVELOPMENT PLAN

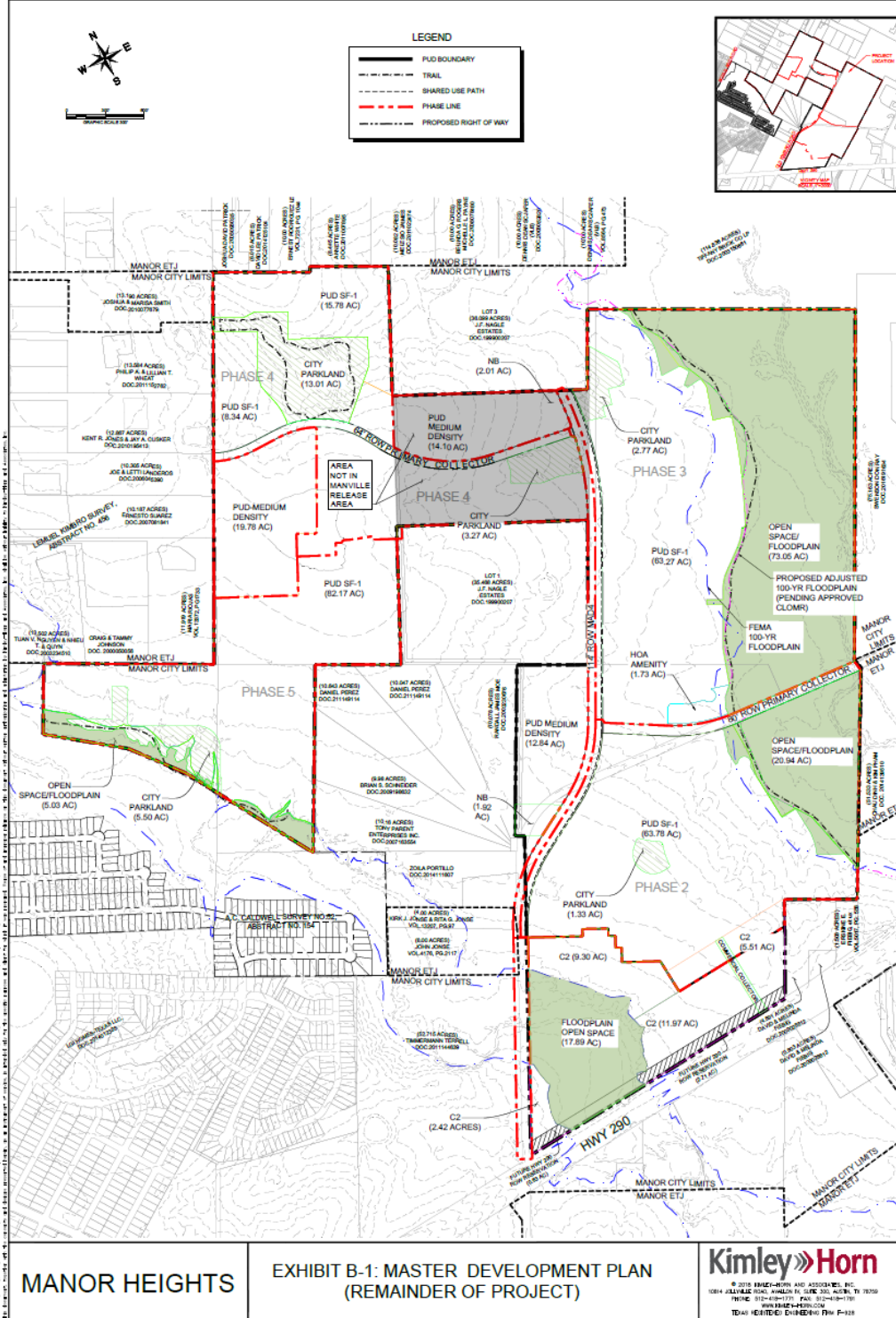


EXHIBIT E CODE MODIFICATIONS

1. MINIMUM LOT SIZE, HEIGHT AND PLACEMENT REQUIREMENTS

LAND USE	FRONT YARD SETBACK (FT)	REAR YARD SETBACK (FT)	STREET SIDE YARD SETBACK (FT)	MINIMUM LOT AREA (SQ FT)	MINIMUM LOT WIDTH (FT)	MINIMUM LOT DEPTH (FT)	MAXIMUM HEIGHT (FT)
PUD SF-1	10	10	10	3,000	30	100	35
PUD MEDIUM DENSITY	10	10	10	3,000	30	100	35
C-1, C-2, OG, NB	10	10	10	3,000	30	100	35
CITY PARKLAND	10	10	10	3,000	30	100	35

* FOR LOTS WITH PROPOSED 10 FOOT FRONT YARD SETBACKS, ALLEYS ARE TO BE PROVIDED ALONG WITH REAR YARD SETBACK TO ACCOMMODATE FOR PARKING REQUIREMENTS. FOR LOTS WITH 10 FOOT REAR YARD SETBACKS, A 20 FOOT FRONT YARD SETBACK MUST BE PROVIDED TO ACCOMMODATE FOR PARKING REQUIREMENTS.

2. LOT COVERAGE

LAND USE	MAIN BUILDINGS	MAIN AND ACCESSORY BUILDINGS
PUD SF-1	50%	60%
PUD MEDIUM DENSITY	55%	65%
C-1, C-2, OG, NB	60%	70%
CITY PARKLAND	50%	60%

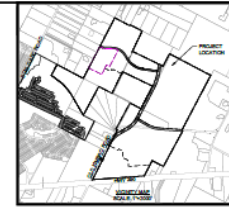
3. LANDSCAPING

THE FOLLOWING PERCENTAGE OF THE NET AREA OF EACH LOT SHALL BE LANDSCAPED. THE NET LOT AREA SHALL EQUAL THE TOTAL LOT AREA LESS THE AREA TO BE LEFT UNIMPROVED BECAUSE OF THE EXISTENCE OF NATURAL FEATURES THAT ARE WORTHY OF PRESERVATION OR THAT WOULD MAKE IMPROVEMENTS IMPRACTICAL.

LAND USE	NET LOT AREA
PUD SF-1	SEE NOTE
PUD MEDIUM DENSITY	20%
C-1, C-2, OG, NB	15%
PARKLAND	20%

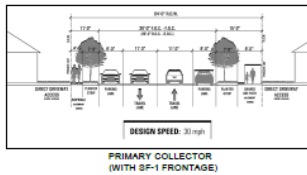
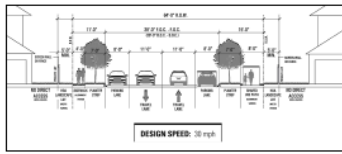
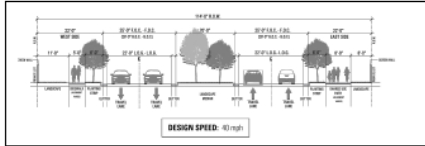
4. MAXIMUM DENSITY

LAND USE	MINIMUM DENSITY	MAXIMUM DENSITY
PUD SF-1	1000 SF (LIVING AREA)	-
PUD MEDIUM DENSITY	1 UNIT/ACRE	9 UNITS PER ACRE
C-1 AND NB	0.2 FAR	1.8 FAR



NOTES

1. AN AERIAL PHOTOGRAPH MAY BE SUBMITTED AT THE PRELIMINARY PLAN STAGE INSTEAD OF A SITE PLAN.
2. AN INVENTORY OF SIGNIFICANT TREES THAT IDENTIFIES THE NUMBER OF SIGNIFICANT TREES BY CATEGORY (TREES 10 INCHES IN CALIPER OR LARGER AND TREES BETWEEN 4 AND 10 INCHES IN CALIPER) TO REMAIN DURING CONSTRUCTION AND THE NUMBER OF SIGNIFICANT TREES IN EACH CATEGORY IDENTIFIED TO BE REMOVED DURING CONSTRUCTION SHALL BE SUBMITTED WITH CONSTRUCTION PLANS.
3. THE NUMBER OF REPLACEMENT TREES THAT WILL BE INSTALLED, WITHOUT THE IDENTIFICATION OF THE PARTICULAR LOCATION AT WHICH THE REPLACEMENT TREES SHALL BE INSTALLED, WILL BE SUBMITTED TO THE CITY ENGINEER WITH THE CONSTRUCTION PLANS ON A PER-PHASE BASIS.
4. SIGNIFICANT COTTONWOOD, MADRONY OR MESQUITE TREES REMOVED SHALL BE REPLACED AT A RATE OF TEN NEW CALIPER INCH WITH AN APPROVED HARDWOOD TREE. ALL OTHER SIGNIFICANT TREES MUST BE REPLACED AT THE RATIO OF ONE TO ONE WITH THE SAME SPECIES AND CALIPER AS THE ORIGINAL TREE. THE REPLACEMENT TREES SHALL BE INSTALLED WITHIN THE CITY'S BOUNDARY JURISDICTION.
5. THE MINIMUM LOT AREA AND LOT WIDTH REQUIREMENTS (INCLUDING THE PERCENTAGE OF TOTAL LOTS WITHIN THE LAND PLAN THAT ARE IDENTIFIED TO BE OF EACH MINIMUM LOT AREA AND LOT WIDTH CATEGORY) HEIGHT AND SETBACK REQUIREMENTS, LOT COVERAGE REQUIREMENTS, PARKING REQUIREMENTS AND LANDSCAPING REQUIREMENTS FOR EACH LOT SHALL BE MET BY THE MINIMUM DEVELOPMENT DENSITY REQUIREMENTS FOR LOTS WITHIN THE LAND PLAN AND OUTSIDE THE CORPORATE BOUNDARIES OF THE CITY OR AS SET FORTH IN THE CITY ZONING ORDINANCES.
6. LOTS SHALL NOT BE REQUIRED TO FACE A BARRIER LOT ACROSS THE STREET.
7. SIDE LOT LINES SHALL NOT BE REQUIRED TO PROJECT AWAY FROM THE FRONT LOT LINE AT APPROXIMATELY 90 DEGREE ANGLES TO STREET LINES AND MAJOR TO CURVED STREET LINES.
8. THE CONSTRUCTION OF SIDEWALKS IN RESIDENTIAL AND COMMERCIAL AREAS SHALL NOT BE COMPLETED PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF A FINAL PLAN, BUT MUST BE COMPLETED PRIOR TO THE BEGINNING OF CONSTRUCTION OR OCCUPANCY OR WITHIN 180 DAYS FROM THE APPROVAL OF THE FINAL PLAN. A COST ESTIMATE FOR THE CONSTRUCTION OF ANY SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO THE FINAL APPROVAL AND ACCEPTANCE OF THE FINAL PLAN SHALL BE PROVIDED AND SCHEDULED FOR THE CITY ENGINEER AND CITY MAY BE REQUIRED TO COMPLETE THE SIDEWALKS IN RESIDENTIAL AREAS THAT WERE COMPLETED DURING THE PREVIOUS YEAR AND REDUCE THE IMPACT OF THE DELAY TO COMPLETE THE CONSTRUCTION OF THE SIDEWALKS THAT HAVE BEEN COMPLETED IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO THE END OF THE 180 DAY PERIOD SHALL BE COMPLETED BY THE DEVELOPER BY THE CITY WITHIN THE PREVIOUS FAILURE TO PROVIDE SUFFICIENT BOND OR COMPLETE THE SIDEWALKS IN RESIDENTIAL AREAS SHALL NOT OBLIGATE THE CITY TO BUILD SIDEWALKS. THE CONSTRUCTION OF SIDEWALKS IN NON-RESIDENTIAL AREAS SHALL BE COMPLETED DURING SIDEWALK CONSTRUCTION.
9. THE MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 4,000 SQUARE FEET WITHIN PUD SF-1, AND 3,000 SQUARE FEET WITHIN PUD MEDIUM DENSITY.
10. LOT FRONTAGE WIDTHS OF PUD SF-1 SHALL BE AS FOLLOWS:
 - 10.1. ALL LOTS EXCEPT THOSE IN CURVED BACKS OR ALONG A CURVED ALIGNMENT TO HAVE A MINIMUM FRONTAGE OF ALL LOTS THAT IS 10 FEET.
 - 10.2. LOTS ALONG CURVED BACKS AND CURVED ALIGNMENT TO HAVE A MINIMUM FRONTAGE OF 10 FEET THAT IS 10 FEET AT THE POINT OF ENTRY AND 10 FEET FRONTAGE MEASURED AT THE PROPERTY SETBACK LINE.
11. SINGLE-FAMILY RESIDENTIAL LOTS HAVE A MINIMUM SIDE SET BACK OF FIVE (5) FEET FOR EACH LOT.
12. SINGLE-FAMILY RESIDENTIAL LOTS HAVE A MINIMUM REAR SET BACK OF TEN (10) FEET FOR EACH LOT.
13. OFF-STREET PARKING SPACES AND LOADING FACILITIES FOR THE COMMERCIAL TRACTS HAVE BEEN CONSIDERED AND WILL MEET CITY OF MANOR'S PARKING CALCULATION TABLES REQUIREMENTS.
14. EXISTING SITE TOPOGRAPHY CONTAINS RELATIVE PLANT SLOPES RANGING FROM 1% TO 10% SLOPES. GRADES SHALL BE AS LOW AS POSSIBLE FOR EROSION CONTROL AND SHALL MEET CITY OF MANOR TRANSPORTATION CRITERIA MANUAL AND EMERGENCY SERVICES DEPARTMENT REQUIREMENTS.
15. LANDSCAPING AND SCREENING WILL BE INTEGRATED INTO THE FINAL DESIGN AND SHALL BE PROVIDED TO CREATE ADEQUATE BARRIERS TO EMBELLISH, HIDE, MINIMIZE OR ACTIVATE FROM ADJACENT PROPERTIES.
16. NO DUPLEXES ARE ALLOWED IN THIS PUD.
17. THE DEVELOPMENT WILL BE IN ACCORDANCE WITH THE ENVIRONMENTAL ASSESSMENT FOR THE SITE.
18. MINIMUM ON-SITE PARKING REQUIREMENTS FOR PUD MEDIUM DENSITY SHALL BE TWO SPACES FOR EACH LIVING UNIT AND ONE-HALF SPACE FOR EACH ADDITIONAL BEDROOM PLUS TWO PLUS TEN ADDITIONAL SPACES FOR VISITOR PARKING. TRUCKING SPACES ARE ALLOWABLE. OFF-SITE PARKING TO MEET THIS PARKING REQUIREMENT IS SUBJECT TO APPROVAL BY THE CITY DEVELOPMENT SERVICES DEPARTMENT.
19. ALL RESIDENTIAL HOMES WITHIN THIS PUD WILL FOLLOW THE DESIGN STANDARDS THAT ARE APPLIED UPON BETWEEN THE DEVELOPER AND CITY OF MANOR.
20. THERE WILL BE A 16 HOUR MAXIMUM TIME LIMIT FOR THE PARKING ON RESIDENTIAL STREETS.
21. PUBLIC TRAILS BROWN ALONG FLOORING CITY PARKLAND AND OPEN SPACE SHALL BE A MINIMUM OF 10 FEET AND SHALL BE CONSTRUCTED OF CONCRETE OR ASPHALT AND SHALL BE CONCRETE OR ASPHALT ON BITS CONDITIONS AT TRAIL LOCATIONS.
22. THE MINIMUM FRONT FACADE MASONRY IS 30% MASONRY MUST BE STONE BRICK OR REDUCED.
23. HOUSE PLANS SUBMITTED TO THE CITY SHALL BE STAMPED OR INDICATED BY LETTER OF TRANSMITTAL (OR SIMILAR LANGUAGE) THAT THE ARCHITECTURAL REVIEW COMMITTEE (ARC) HAS REVIEWED AND APPROVED THE HOUSE PLANS AS COMPLYING WITH THE PUD ARCHITECTURAL DESIGN REQUIREMENTS FOR CITY REVIEW.
24. LOTS UNDER THE PUD MEDIUM DENSITY CATEGORY SHALL BE ALLEY LOADED WHEN THE PROPOSED FRONT YARD SETBACK IS 10 FEET.
25. THE MIN STORAGE WAREHOUSE IS PERMITTED WITH ALL CONDITIONS ESTABLISHED IN LDC 14.03 FOR THE USE. ADDITIONALLY, NO PORTION OF THE MIN STORAGE WAREHOUSE USE SHALL BE LOCATED WITHIN 200 FEET OF OLD HEMLOCK ROAD OR US HIGHWAY 286.



MANOR HEIGHTS
LAND DEVELOPMENT
AGREEMENT EXHIBITS

EXHIBIT E : CODE MODIFICATIONS

Kimley-Horn

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