

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(EntradaGlen)**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “**First Amendment**”) is dated effective June ___, 2022 (the “**Amendment Effective Date**”), and is entered into between the CITY OF MANOR, a Texas home-rule municipal corporation (the “**City**”) and LAS ENTRADAS DEVELOPMENT CORPORATION, a Texas corporation (including its Designated Successors and Assigns) (collectively, the “**Developer**”). The City and the Developer are sometimes referred to as a “**Party**” and collectively herein as the “**Parties**.”

RECITALS:

A. City and Developer previously entered into that certain Development Agreement (EntradaGlen) dated effective July 7, 2021, 2020 (the “**Agreement**”), for that certain mixed-used master-planned project located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement (the “**Overall Project**”).

B. In addition to other property within the Overall Project, the Developer owns the portion of the LE Property (as defined in the Agreement) consisting of approximately 13.69 acres and identified as LESC-2 on Exhibit E attached to the Agreement (the “**LESC-2 Parcel**”).

C. The LESC-2 Parcel is currently zoned Light Commercial (C-1) and the Agreement currently contemplates that the LESC-2 Parcel will be developed for neighborhood retail.

D. DD&B Construction, Inc. (“**DD&B**”) is under contract to purchase the LESC-2 Parcel and intends to develop the LESC-2 Parcel partially for multifamily use and partially for commercial use as generally depicted on the site plan attached hereto as Schedule 1 attached hereto (the “**LESC-2 Site Plan**”). A request to re-zone approximately 9.8 acres of the LESC-2 Parcel from C-1 to Multi-family 25 (MF-2)(the “**LESC-2 Rezoning Request**”) has been submitted to the City and the LESC-2 Rezoning Request is being simultaneously considered by City Council for its second reading on even date herewith.

E. If the LESC-2 Rezoning Request is approved by City Council, (i) DD&B will dedicate the required right of way (approximately 1.754 acres) for the extension of Eggleston Street, as generally depicted on the attached LESC-2 Site Plan (the “**Eggleston Street Extension**”) and (ii) Developer will construct the Eggleston Street Extension in conjunction with DD&B’s development of the LESC-2 Parcel.

F. The City and Developer desire to modify and amend the Agreement in certain respects, as more particularly set forth in this First Amendment to accommodate the development of the LESC-2 Parcel.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer 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) Zoning/Land Use. (a) Pursuant to Section 4.3 of the Agreement, zoning of the LE Property shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City and any re-zoning that is subsequently approved for the LE Property shall allow the LE Property to be developed in accordance with terms and conditions of the Agreement.

(b) To reflect the rezoning of the LESC-2 Parcel, the portion of the Land Use Summary Table attached to the Agreement as Exhibit E-1 solely applicable to the LESC-2 Parcel is hereby deleted and replaced with the following:

Entrada Glen Land Use Summary

Tract	Block	Area (AC)	Use	Units	SF Parking Required*
LESC 2	2A	1.754	Right of Way	n/a	n/a
	2B	1.67	Commercial	tbd at site plan	tbd at site plan
	2C	9.8	Multifamily	Tbd at stie plan	tbd at site plan
Subtotal		13.224			

*Up to 40 parking spaces on Block 2B (Commercial) may be jointly used by Block 2C (Multifamily) in order to meet required parking numbers. The shared parking spaces on Block 2B (Commercial) will be constructed concurrently with the development of the multifamily project on Block 2C.

(c) The map/drawing contained on the Land Use Summary Table attached to the Agreement as Exhibit E-1 is hereby amended to add "Exhibit E-1.1" attached hereto and made a part hereof which is solely applicable to the LESC-2 Parcel.

4) Open Space/Parkland. Open Space and Parkland dedication for all of the Property covered by the Agreement has (or will be) satisfied pursuant to Section 4.11 of the Agreement, therefore, the Parties acknowledge and agree that DD&B shall not be required to dedicate any onsite parkland with respect to the LESC-2 Parcel, but will require a fee-in-lieu per section 15.01.001 (C)(8).

5) Eggleston Street Extension. (a) Concurrently with the final plat for all or any portion of the LESC-2 Parcel, DD&B hereby agrees to dedicate to the City, fifty feet (50') of right of way for the Eggleston Street Extension (approximately 1.754 acres). At the City's election, the right of way shall be dedicated by plat or separate instrument. Developer agrees to design and construct the Eggleston Street Extension concurrently with the development of the LESC-2 Parcel in accordance with the City Rules and in a good and workmanlike manner.

(b) Developer and the City agree that if not already included, the Eggleston Street Extension shall be an Authorized Improvement and eligible for reimbursement through the PID, provided that estimated costs are submitted to the City Engineer for review and approval prior to the final plat for all or any portion of the LESC-2 Parcel. At the time of review and approval, the estimated costs shall be added as part of Exhibit B-1 or Exhibit B-2 of the Agreement.

6) PID Finance Exhibits/PID Finance Documents. As contemplated in the definition of "PID Finance Exhibits" in the Agreement, the information set forth in Section 6.1 of the Agreement may need to be revised by agreement of the Parties based on updated information received during the due diligence review of the PID Project, the proposed special assessments, and the proposed PID Bonds. The Parties hereby acknowledge and agree that the terms and conditions of this First Amendment with respect to the LESC-2 Parcel and the Eggleston Street Extension construction shall be included in any future revisions to the PID Finance Exhibits and PID Finance Documents.

7) Approved Assignment. The City hereby approves DD&B, an affiliate of DD&B or a newly formed entity controlled and/or managed by DD&B or Sushil Mehta ("**DD&B Entity**") as a Designated Successor and Assign of Developer solely with respect to the LESC-2 Parcel, should DD&B or a DD&B Entity become the fee simple owner of the LESC-2 Parcel on or before December 31, 2022 ("**Acquisition Deadline**"). If DD&B or a DD&B Entity fails to acquire fee simple title to the LESC-2 Parcel on or before the Acquisition Deadline, this First Amendment shall terminate and be of no further force and effect.

8) Modifications. The properties adjacent to the southern boundary of the LESC-2 Parcel contain a mixture of commercial, civic and residential uses. Since the majority of the adjacent land is being used for commercial and civic uses, the prohibition against having surface parking within the setback adjacent to residential use (Section 14.02.064(b)(16)(D)) shall be waived solely as it pertains to the southern boundary of the LESC-2 Parcel. Therefore, Exhibit I of the Agreement is amended to add subsection 3. as follows:

"3. The southern boundary of the LESC-2 Parcel shall not be required to comply with Section 14.02.064(b)(16)(D) of the Code of Ordinances and is permitted to contain surface parking. Bufferyard requirements shall still apply per Section 15.03.023."

9) 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.

10) No Waiver. Neither City's nor Developer'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.

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

12) 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, 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 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.

13) 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, 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.

14) 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 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).

15) 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 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.

16) 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.

17) 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 _____, 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

DEVELOPER:

LAS ENTRADAS DEVELOPMENT CORPORATION, a Texas corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2022, by _____, _____ of Las Entradas Development Corporation, a Texas corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

ACKNOWLEDGED AND AGREED TO:

DD&B CONSTRUCTION, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

Schedule 1

EXHIBIT E-1.1 LESC-2 Parcel



Parcel Number	Area (Acres)	Use	Value	Percentage	Other Values
LENC-1A	1.2	Residential	120,000	10%	...
LENC-2	2.5	Commercial	250,000	20%	...
LENC-3	3.0	Industrial	300,000	25%	...
LENC-4	1.5	Office	150,000	12%	...
LENC-5	2.0	Public	200,000	16%	...
LENC-6	1.8	Community	180,000	14%	...
LENC-7	1.0	Special	100,000	8%	...
LES-C-1	4.0	Community	400,000	32%	...
LES-C-2	3.5	Community	350,000	28%	...
LES-C-3	2.5	Community	250,000	20%	...
LES-C-4	1.5	Community	150,000	12%	...
Parkland	10.0	Parkland	1,000,000	80%	...
TOTAL	25.0		2,500,000		

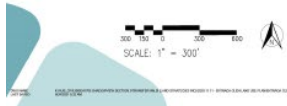


EXHIBIT "E-1" LAS ENTRADAS PARCEL AND LAND USE SUMMARY PLAN

