

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

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Third Amendment**”) is dated effective June \_\_\_, 2022 (the “**Third 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**”), and as further amended by that certain Second Amendment to Development Agreement dated October 21, 2020 (the “**Second 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 now owns all the Property (as defined in the Agreement), save and except the Commercial Parcels, herein defined, which are owned by RHOF. RHOF is executing and acknowledging this Third Amendment solely as the owner of the Commercial Parcels.

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

D. Developer desires to place signage related to the residential community currently being developed on the Property within the Commercial Parcels and RHOF has granted easements to Developer to allow for the placement of the signage on the Commercial Parcels which are recorded in Document No. 2021162643 and 2021162644 of the Official Public Records of Travis County, Texas (the “**Private Signage Easements**”)

E. The City Code does not allow off-site signage (Section 15.04.019) nor does it allow signage to be placed on property unless that sign identifies a “*building, business, product(s), or service(s) manufactured, sold, or offered on the premises where the sign is located*” (Section 15.04.018). The City and Developer desire to modify and amend the Agreement to allow for off-site signage and signage identifying an off-premises project/business within the Project, as more particularly set forth in this Third Amendment.

F. The Parties also desire to amend the Agreement to address additional items that have arisen now that development of the Project is underway, including a change in the procedure for placing the Nagel 2 Tract (defined below) into the City’s CCN and identifying the timing for construction of a certain trail more particularly identified below.

## 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 Third Amendment to the same extent as if set forth herein in full.

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

3) Signage. Notwithstanding the terms of Section 15.04.018 and Section 15.04.019 of the City's Code of Ordinances, it is hereby agreed that signage advertising, identifying and/or pertaining to the residential community being developed on the Property (i.e. Carillon) may be located on the Commercial Parcels within the areas identified in the Private Signage Easements. Furthermore, such signage may be constructed on the Commercial Parcels prior to development of the Commercial Parcels (e.g. construction of the signage will occur now in connection with the development of the residential portion of the Project). Except as provided herein, Developer shall comply with Section 15.04.018 and Section 15.04.019 of the City's Code of Ordinances for signage located on the Commercial Parcels within the areas identified in the Private Signage Easements.

4) Nagle Tract. The second and third paragraphs of Section 4 of the First Amendment are hereby deleted and replaced with the following:

“The Developer will negotiate and finalize a transfer agreement between Manville Water Supply Corporation (“**Manville**”) and the City to transfer the portion of the Property more particularly described on **Exhibit “P”** attached hereto (the “**Nagle 2 Tract**”) from Manville's CCN to the City's CCN pursuant to and in accordance with Texas Water Code Section 13.248 in a form acceptable to and approved by the City. Developer shall thereafter submit to the Public Utility Commission of Texas and diligently pursue obtaining approval of the CCN transfer agreement for the Nagle 2 Tract. The Developer shall be responsible for any and all costs of obtaining the transfer agreement between Manville and the City and the PUC approval of the CCN transfer. If the Developer and Manville settle on an amount to be paid to Manville in order to obtain approval of the CCN transfer in accordance with a CCN transfer agreement in a form mutually acceptable to Manville and the City, the Developer shall be responsible for all amounts due and payable to Manville required to obtain Manville's approval of the CCN transfer agreement.”

5) Exhibit F (Parkland). Developer agrees that the trail identified on Exhibit F as “Proposed Pedestrian Trail Across floodplain to connect to Manor Heights” will be constructed prior to the City's issuance of any certificate of occupancy within Phase 5 of the Project.

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

7) No Waiver. Neither City's nor Developer's execution of this Third 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 Third Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

9) Anti-Boycott Verification. To the extent this Third 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 Third 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 Third 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.

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

14) Counterparts. This Third 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 Third 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]

**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 \_\_\_\_\_, 2022, 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 \_\_\_\_\_, 2022,  
by \_\_\_\_\_, \_\_\_\_\_ of RHOF LLC, a Texas limited liability company,  
on behalf of said company.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**Exhibit "P"**  
**Nagle 2 Tract**



