DEVELOPMENT AGREEMENT
(Butler/ East Hwy 290 & 13100 N. FM 973)

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of the _____ day of ___________________, 2022 (the "Effective Date"), by and between **13100 FM 973, INC.**, a Texas corporation (including its successors and assigns, the "Owner"), **BUTLER FAMILY PARTNERSHIP,** a Texas limited partnership ("Butler"), and the **CITY OF MANOR, TEXAS,** a home rule municipality located in Travis County, Texas (the "City"). The City, Butler and Owner are herein sometimes referred to as a "Party" and collectively as the "Parties."

RECITALS:

A. Parcel A (hereinafter defined) is owned by Butler. The remainder of the Property (hereinafter defined) is owned by Owner.

B. Owner intends to develop and improve, in one or more phases, those certain parcels of land, all of which are located within the municipal boundaries of the City and consist of approximately 95.16 acres (the "Property") legally described on Exhibit "A" attached hereto, as a mixed-used project, as provided in this Agreement.

C. Owner has previously obtained the City's approval of the Concept Plan attached hereto as Exhibit "B" (the "Existing Concept Plan")

D. The Existing Concept Plan is being amended to reflect the proposed multifamily development on Parcel A as generally depicted on Exhibit "B-1" attached hereto (the "Revised Concept Plan"). The Existing Concept Plan and the Revised Concept Plan, as may be amended from time to time shall be referred to herein as the "Concept Plan".

E. The City, after due and careful consideration, has concluded that the development of the Property, as provided for herein, will further the growth of the City, increase the assessed valuation of the real estate situated within the City, foster increased economic activity within the City, upgrade public infrastructure within the City, and otherwise be in the best interests of the City by furthering the health, safety, morals and welfare of its residents and taxpayers.

F. This Agreement is entered pursuant to the laws of the State of Texas, the City Charter, and the City Code of Ordinances.

G. The Parties desire to establish certain standards, restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years; and to identify planned land uses and permitted intensity of development of the Property as provided in this Agreement. The Parties acknowledge that they are proceeding in reliance upon the purposes, intent, effectiveness, and enforceability of this Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner hereby agree as follows:

ARTICLE I
DEFINITIONS; INCORPORATION OF RECITALS; TERM

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

1.2 Capitalized Terms. Capitalized terms used in this Agreement shall have the meanings set forth in this Section, unless otherwise defined, or unless the context clearly requires another definition.

"Agreement" is defined in the preamble hereof and includes any subsequent written amendments or modifications made pursuant to Section 7.6.

"Applicable Rules" has the meaning set forth in Section 4.1.

"Ch. 380 Agreement" means that certain Chapter 380 Grant Agreement – Butler Commercial Project by and between 13100 FM 973 Inc., and the City dated of even date herewith.

"Ch. 380 Incentives" means sales tax rebates and any other economic incentives covered by the Ch. 380 Agreement.

"City Charter" means the Charter of the City of Manor, Texas.

"City Development Rules" has the meaning set forth in Section 4.1.

"City Rules" has the meaning set forth in Section 4.1.

"Code Modifications" means modifications to the City Development Rules approved for the Project as set forth on Exhibit "C" attached hereto.

"Code of Ordinances" means the applicable code or ordinances adopted by the City which regulate development or subdivision of real property within the City in effect as of the Effective Date.

"Effective Date" means the date on which this Agreement is entered into by both Parties, as provided above.

"Existing Concept Plan" is the Concept Plan attached hereto as Exhibit "B".

"Grocery Store Parcel" means the approximately 20-acre parcel designated as "Lot 1, Block B" on the Existing Concept Plan.

"Owner" means 13100 FM 973, Inc., a Texas corporation, and includes any subsequent Owner, whether one or more and whether or not related to the Owner or otherwise a related party of the Owner or a partnership or other entity in which the Owner is a partner or participant, of all or any portion of the Property that specifically acquires by whole or partial assignment, by operation of law or otherwise, the rights and obligations of the Owner under this Agreement.

"Parcel A" means the approximately 26.47 acre parcel designated as "Lot 1, Block A" on the Existing Concept Plan.

"Party" or "Parties" is defined in the preamble hereof and includes any respective successors and/or permitted assigns.

"Person" means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

"Project" means the mixed-use real estate development planned for the Property.

"Project Approvals" has the meaning set forth in Section 4.1.

"Property" has the meaning set forth in the Recitals.

"Revised Concept Plan" is the amended Concept Plan attached hereto as Exhibit "B-1".

"Subdivision Ordinance" means Exhibit A, Chapter 10 of the City's Code of Ordinances.

1.3 Term. The term of this Agreement shall commence on the Effective Date and continue until twenty-five (25) years from the Effective Date.

ARTICLE II
BENEFITS; SEQUENCE OF EVENTS; COOPERATION

2.1. Plan. The Property is proposed for development as a mixed-use project, including multifamily and commercial uses as shown on the Revised Concept Plan. Owner will subdivide and develop the Property at the Owner's initial expense in accordance with this Agreement (subject to Ch. 380 Incentives as provided in the Ch. 380 Agreement), the plans and specifications approved by the City, good engineering practices, and the Applicable Rules.

2.2. General Benefits. Owner will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the services that will be made available to the Property pursuant to the terms of this Agreement. Subject to the satisfaction of the conditions provided in Section 5.1 below, the City will provide water and wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Owner has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; (b) the establishment of regulations applicable to the development of the Property; (c) the water and wastewater services that will be made available to the Property; and (iv) the reimbursements granted in the Ch. 380 Agreement. The City will benefit from this Agreement by virtue of its

control over the development standards for the Property, by virtue of construction of roadways, by virtue of expanding its property and sales tax base, and by virtue of extension of its water and wastewater systems, by Owner as herein provided. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City. The City, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.

2.3. Contemplated Sequence of Events. The sequence of events contemplated by this Agreement is as follows:

(a) Approval of this Agreement, the Ch. 380 Agreement, and the Revised Concept Plan by the City, and the Owner; and

(b) Submittal and concurrent review of any necessary Concept Plan amendment(s), Re-zoning applications, preliminary plat, TIA, final plat and subdivision construction plans (streets, drainage, water, wastewater and dry utilities) for the Property.

(c) Notwithstanding the above, the City hereby acknowledges and agrees that the Owner may perform mass grading of the Property and construction of onsite infrastructure to convey offsite stormwater drainage prior to the approval of the preliminary plat.

2.4. Necessary and Appropriate Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council.

ARTICLE III
OBLIGATIONS AND CONDITIONS

3.1. City's Obligations. The City will reasonably cooperate with Owner and use its best efforts, in good faith, to:

(a) Complete City staff review and schedule for approval of the Revised Concept Plan (if not approved on even date of this Agreement), any other Concept Plan amendments, preliminary plats, final plats, zoning applications, TIA, utility plans, and construction plans for the Project, subject to the Owner timely submitting applications and responding to comments, as further described and agreed to in Section 4.9;

(b) Enter into the Ch. 380 Agreement to assist in the reimbursement of various infrastructure costs to be incurred by Owner in its development of the Project; and

(c) Complete the City's review of the TIA and provide approval of the TIA, as further described and agreed to in Section 4.11.

3.2. Owner's Obligations. The Owner shall:

(a) Use its best efforts, in good faith, to submit any Concept Plan amendments, preliminary plats, final plats, zoning applications, TIA, utility plans, and construction plan applications, as may be required, to the City and respond to City comments, subject to the City timely commenting on such applications;

(b) Enter into the Ch. 380 Agreement and provide the City with information needed to evaluate the proposed Ch. 380 Incentives;

(c) Develop the Property and construct all infrastructure required for the proposed uses in compliance with the Applicable Rules;

(d) Pay to the City such fees and charges for or with respect to the development of the Property, including, but not limited to, subdivision application fees, building permit fees, and water and wastewater impact, tap and use fees, with the Owner, its grantees, successors and assigns agreeing that the City's fees and charges currently provided for in the Applicable Rules may be amended by the City from time to time; and

(e) Pay to the City the reasonable costs and expenses incurred by the City for legal services in connection with the negotiation and implementation of this Agreement and the Ch. 380 Agreement in an amount not to exceed $40,000.

ARTICLE IV
DEVELOPMENT OF THE PROPERTY

4.1. Applicable Rules.

(a) The Property shall be developed in compliance with the Applicable Rules and this Agreement, as it may be amended from time to time, and good engineering practices.

(b) If there is any conflict between the Project Approvals (as defined herein) and the City Development Rules (as defined herein), the Project Approvals shall prevail. If there is a conflict between this Agreement and the City Rules, this Agreement shall prevail, except that this Agreement does not supersede any City Charter provisions.

(c) For the purpose of establishing development standards for the Property, the following definitions, shall apply:

(i) "Applicable Rules" means the City Rules and other local, state, and federal laws and regulations that apply to the Property and the development thereof, as they exist on the Effective Date.

(ii) "City Rules" means the City's Charter, ordinances, rules, and regulations (including the City Development Rules).

(iii) "City Development Rules" means ordinances, rules and regulations governing subdivision, land use, site development, and building and utility construction that apply to the Property, and that are in effect on the Effective Date, as modified by the Code Modifications attached hereto as Exhibit "C",

with amendments to such regulations applicable to the Property as provided herein.

(iv) "Project Approvals" means all variances, waivers, and exceptions to the City Development Rules and the City Rules approved by the City, and all properly granted approvals required under the City Rules for the Property, including the plat approval, site development plans, and building permits.

4.2. Phased Development. The Project may be developed in phases over time. Owner may change the phase of development from time to time in response to market conditions or other factors. Phases may be developed concurrently.

4.3 Concept Plan. The Revised Concept Plan (attached as Exhibit "B-1") complies with the City's goals and objectives and the City shall process for approval the land uses, densities, exceptions, utility and roadway cross sections and alignments and sizes, and other matters shown on the Revised Concept Plan. This Agreement, in accordance with the Revised Concept Plan, allows for the construction of up to 600 multifamily units on Parcel A and up to 425,000 square feet of commercial space on the remainder of the Project. Final Plats that comply in all material aspects with the Revised Concept Plan, this Agreement, the preliminary plat, and Applicable Requirements shall be approved by the City.

4.4. Zoning. Zoning of the Property, if any, shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City. It is hereby acknowledged that any re-zoning that is subsequently approved for the Property shall allow the Property (or such applicable portion thereof) to be developed in accordance with terms and conditions of this Agreement.

4.5. Vested Rights. The City acknowledges that the Owner shall be deemed vested from the Effective Date to develop the Property in accordance with this Agreement and the City Rules to the extent and for such matters as vesting is applicable pursuant to Chapter 245 of the Texas Local Government Code. The Owner's vesting shall expire (1) on the fifth anniversary from the Effective Date if no progress has been made towards completion of the Property; or (2) if this Agreement is terminated by reason of Owner's default beyond any applicable notice and cure periods (the "Vested Rights"). Progress toward completion of the Property shall be defined as set forth in Section 245.005(c), Texas Local Government Code. To the extent any criteria specified in this Agreement which are in conflict with any other current or future City Rules, then this Agreement shall prevail unless otherwise agreed to by the Owner in writing. For the avoidance of doubt, the Parties acknowledges and agree that this paragraph shall not apply to fees imposed in conjunction with development permits.

4.6. Owner's Rights to Continue Development. In consideration of Owner's agreements, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Property or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting subdivision plats, site development permits or other necessary approvals, within the Property except for moratoria imposed pursuant to Texas Local Government Code Subchapter E, Section 212.131 et. seq. This Agreement on the part of the City will not apply to temporary moratoriums

uniformly imposed throughout the City due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

4.7. Masonry and Design Requirements. "Architectural Standards," Chapter 14, Article 14.02, Division 6, Code of Ordinances, including masonry requirements, shall apply to the structures located on the Property, as may be modified by this Agreement.

4.8 Land Use/Regulations. All development within the Property shall generally comply with: (a) the Revised Concept Plan attached hereto as Exhibit "B-1"; (b) the City Code, unless otherwise stipulated or modified herein or listed on Exhibit "C" attached hereto; and (c) the terms and conditions of this Agreement, including any Exhibits attached hereto.

4.9 Timing of Platting. The Owner agrees to waive the submission requirements of the City's Subdivision Ordinance and the City agrees to allow concurrent review of the 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 Subdivision Ordinance, and any other applicable code or regulation, 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 Subdivision Ordinance. Payment amounts under the TIA shall be made pursuant to the provisions above and shall not be required at the time of plat review.

4.10 Outdoor Lighting. Article 15.05, Code of Ordinances shall apply to the Property, as may be modified by this Agreement.

4.11 Traffic Impact Analysis (TIA). The TIA has previously been submitted for review and approval to the City, Texas Department of Transportation and the Owner has received comments on the TIA from the City. The Owner and City agree to continue working together diligently and in good faith to address any issues and/or comments to the TIA. The Owner shall obtain approval of the TIA by all reviewing jurisdictions. The Parties agree that the preliminary plat shall not be approved until the TIA is approved by all reviewing jurisdictions.

ARTICLE V
UTILITY COMMITMENT (WATER)

5.1 Owner will negotiate and finalize a transfer agreement between Manville Water Supply Corporation ("Manville") and the City to transfer the Property from Manville's Certificate of Convenience and Necessity (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. The Owner shall thereafter submit to the Public Utility Commission ("PUC") of Texas and diligently pursue obtaining approval of the CCN transfer agreement for the Property. The Owner 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 Owner 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 Owner shall be responsible for all amounts due and payable to Manville required to obtain Manville's approval of the CCN transfer agreement.

ARTICLE VI
AUTHORITY; COVENANTS; PROPERTY RIGHTS

6.1 Powers.

(a) The City hereby represents and warrants to Owner that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council, and all of the foregoing have been authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

(b) The Owner hereby represents and warrants to the City that Owner has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of Owner. Concurrently with Owner's execution of this Agreement, Owner has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of Owner to do so. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Owner, and is enforceable in accordance with its terms and provisions.

6.2. Authorized Parties. Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or Owner is required, or the City or Owner is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the City, unless otherwise provided herein or inconsistent with applicable law or City Rules, by the City Manager and for Owner by any officer of Owner so authorized (and, in any event, the officers executing this Agreement are so authorized); and any party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement.

ARTICLE VII
GENERAL PROVISIONS

7.1. Time of the Essence. Time is of the essence in all things pertaining to the performance of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

7.2. Default.

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. Upon a breach of this Agreement for which cure has not commenced as provided above, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

7.3. Personal Liability of Public Officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

7.4. Liability of the Owner, its successors and assignees. Any obligation or liability of the Owner whatsoever that may arise at any time under this Agreement or any obligation or liability which may be incurred by the Owner pursuant to any other instrument, transaction or undertaking contemplated hereby shall be satisfied, if at all, out of the assets of the Owner and any fiscal surety posted with the City related to the Property only. No obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of partners, officers, employees, shareholders or agents of the Owner, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

7.5. Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed by registered or certified mail, return receipt requested, or personally delivered to an officer of the receiving party at the following addresses:

If to the City: City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, Texas 78653

with a copy to: The Knight Law Firm, LLP

Attn: Paige H. Saenz/Veronica Rivera
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

If to the Owner: 13100 FM 973, Inc.
Attn: Matt Harriss
10095 Hwy 290
Manor, Texas 78653

with a copy to: Metcalfe Wolff Stuart & Williams, LLP
221 W. 6th Street, Suite 1300
Austin, Texas 78701
Attn: Talley Williams
twilliams@mwswtexas.com

with a copy to: William D. Brown
Sneed, Vine & Perry, P. C.
2705 Bee Caves Road, Suite 160
Austin, Texas 78746
bbrown@sneedvine.com

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when deposited with the United States Postal Service, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, an authorized officer of the City or the Owner, as the case may be.

7.6. Amendments and Waivers.

(a) Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by the City Council and the Owner. No course of dealing on the part of the City or the Owner nor any failure or delay by the City or the Owner with respect to exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section. The Project comprises a significant land area and its development will occur in phases over a number of years. Owner may make major or minor amendments to the Concept Plan upon notification to the City. "Major Amendments" shall be those that (i) change the general alignment of any collector roadway identified on the Concept Plan, (ii) increase the number of multifamily units by twenty percent (20%), or (iii) change the Concept Plan to convert more than twenty percent (20%) of the land area in the Project to another use than is shown on the Concept Plan. Major amendments to the Concept Plan shall require approval by the City Council, which approval will not be unreasonably withheld or delayed. "Minor Amendments" are all amendments that do not meet the definition of Major Amendments. Minor amendments may be administratively approved by the City Manager. If the City Manager and Owner dispute the classification of an amendment as major or minor, the issue shall be referred to the City Council for final determination. Amendments to the Concept Plan shall not be considered a waiver of Owner's vested rights as described in

Section 3.03 as long as the Project is not dormant pursuant to Chapter 245 of the Texas Local Government Code and has not changed to the point it would not be the same "project" pursuant to Chapter 245 of the Texas Local Government Code or case law interpreting Chapter 245.

(b) The Parties hereby agree that, to the extent that a Party requests that the Agreement be further amended and such amendment pertains to less than all of the current landowners of the Property and does not modify the obligations in the Agreement as to the remaining landowners of the Property, then this Agreement may be modified or amended by joint action of only (a) the City, and (b) the landowners expressly subject to the modification or amendment at the time of such modification or amendment.

7.7. Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement, and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

7.8. Beneficiaries. This Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assigns.

7.9. Agreement Binds Succession and Runs with the Land. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and owners of land within the Property. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots, except the design and land use regulations contained in Article IV and as otherwise expressly set forth in this Agreement.

7.10. Assignment.

(a) This Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to an affiliate of Owner or to a development single purpose entity without the consent of the City, provided that the assignee assumes all of the obligations of Owner hereunder.

(b) For assignments to other than an affiliate or a development single purpose entity as provided above, Owner may, from time to time, effectuate a transfer of its rights under this Agreement, in whole or in part, with the consent of City Council, which shall not be unreasonably withheld, conditioned, delayed, or denied, to any party, provided such party agrees in writing to assume all of Owner's duties, obligations, and liabilities so assigned hereunder, and provided further that any such assignment shall not become effective until the City receives notice of the assignment and a copy of the assignment instrument. Owner will not be released from its obligations under this Agreement if the City objects to the assignment as described above and such objections are not resolved by and between Owner and the City; provided, however, the City shall not unreasonably withhold Owner's release from its obligations under this Agreement.

Upon such assignment, Owner shall be deemed to be automatically released of any obligations under this Agreement, as to the portion of the Property assigned.

Any assignment must be in writing, set forth the assigned rights and obligations and be executed by theproposed assignee. A copy of the assignment document must be delivered to the City.

(c) The mere conveyance or sale of a lot or any portion of the Property without a written assignment of the rights of the Owner shall not constitute an assignment or transfer of the rights or obligations of Owner hereunder that would necessitate obtaining the consent of the City Council, as provided above. For example, the sale of a lot within the Property to a commercial user and/or the sale of Parcel A shall not require the consent of the City Council.

7.11 Exhibits, titles of articles, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

7.12. Applicable Law. This Agreement is a contract made under and shall, be construed in accordance with and governed by the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the Texas State District Courts of Travis County, Texas or the United States District Court for the Western District of Texas.

7.13. Entire Agreement. This written agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

7.14. No Waiver of City Standards. Except as may be specifically provided in this Agreement, the City does not waive or grant any exemption to the Property or the Owner with respect to City Rules.

7.15. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

7.16. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

7.17. Interpretation. This Agreement 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 Agreement.

7.18. Anti-Boycott Verification. To the extent this Agreement 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 Agreement. 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.

7.19. Verification under Chapter 2252, Texas Government Code. To the extent this Agreement 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 Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

7.20 Compliance with HB 89, SB 252, SB 13, and SB 19.

(a) In accordance with Section 2270.002, Texas Government Code, the Owner hereby verifies that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner: (i) Boycotts Israel (as such term is defined in Section 2270.001, Texas Government Code) and (ii) subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, will Boycott Israel during the term of this Agreement.

(b) Pursuant to Section 2252.152, Texas Government Code, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner is a company currently listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

(c) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, 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 Acquisition and Reimbursement Agreement. The foregoing verification is made solely to enable the County to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall mean, 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 (A) above.

(d) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, 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 discriminate during the term of this Acquisition and Reimbursement Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the County to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, 'discriminate against a firearm entity or firearm trade association' (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) 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 (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) 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. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which insures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

7.21. Exhibits. The following Exhibits to this Agreement are incorporated herein by reference for all purposes:

Exhibit A – Description of Property
Exhibit B – Existing Concept Plan
Exhibit B-1 – Revised Concept Plan
Exhibit C – Code Modifications

[Signature pages follow]

EXECUTED in multiple originals, and in full force and effect as of the 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

OWNER:

13100 FM 973, INC.,
a Texas corporation

By: ________________________________
Edward S. Butler, President

THE STATE OF TEXAS §

COUNTY OF ______________ §

This instrument was acknowledged before me on this ____ day of ____________, 2022, by Edward S. Butler, President of 13100 FM 973, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)

____
Notary Public, State of Texas

BUTLER:

Butler Family Partnership, a Texas limited partnership

By: BCP GP, LLC
Its: General Partner

By: ________________________________
Edward S. Butler, Sole Member

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Approximately 95.054 acres of land described as follows:

Tract 1: Approximately 116.45 acres of land out of and a part of the GREENBURY GATES SURVEY NO. 63, in Travis County, Texas, and being that certain 116.45 acre tract of land described as Tract 1 in Warranty Deed dated September 1, 1994, to the Butler Family Partnership, Ltd., a Texas limited partnership, recorded in Volume 12271, Page 872, Real Property Records, Travis County, Texas; and

Tract 2: Approximately 26.136 acres of land out of and a part of the GREENBURY GATES SURVEY NO. 63, in Travis County, Texas, and being that certain 26.136 acre tract of land described as Tract 2 in Warranty Deed dated September 1, 1994, to the Butler Family Partnership, Ltd., a Texas limited partnership, recorded in Volume 12271, Page 872, Real Property Records, Travis County, Texas;

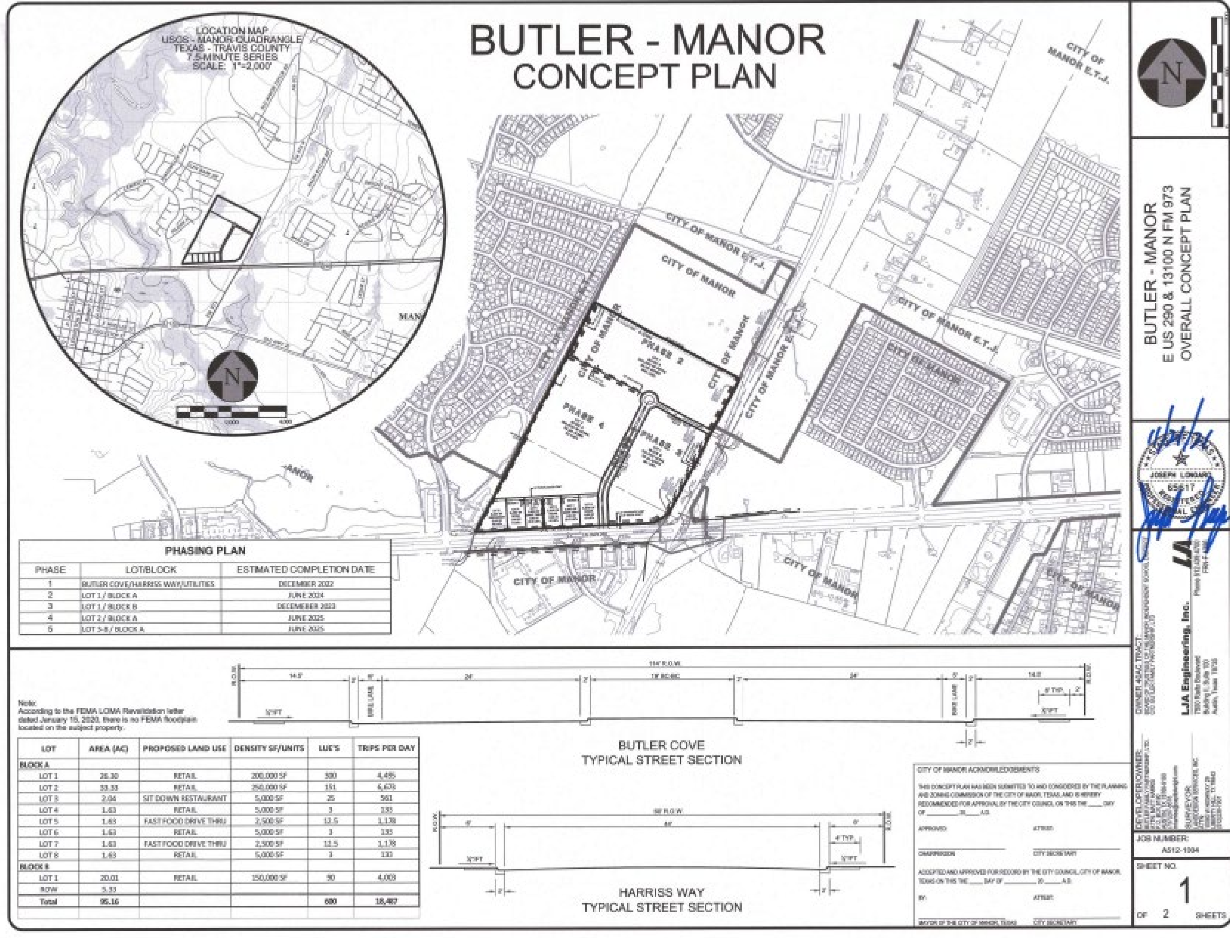
LESS, SAVE AND EXCEPT:

Tract 3: 7.532 acres awarded to the State of Texas by Judgement of Court in Absence of Objection under eminent domain proceedings in Cause No. 2430, Probate Court, Travis County, Texas, a certified copy of said Judgment being recorded in Document No. 2003035973, Official Public Records, Travis County, Texas; and

Tract 4: 40 acres of land out of and a part of the GREENBURY GATES SURVEY NO. 63 in Travis County, Texas, and being that certain 40 acre tract of land described in Special Warranty Deed dated March 31, 2021, from the Butler Family Partnership, Ltd., a Texas limited partnership, to the Board of Trustees of the Manor Independent School District recorded in Document No. 2021070036 of the Official Public Records of Travis County, Texas.

EXHIBIT "B"

EXISTING CONCEPT PLAN

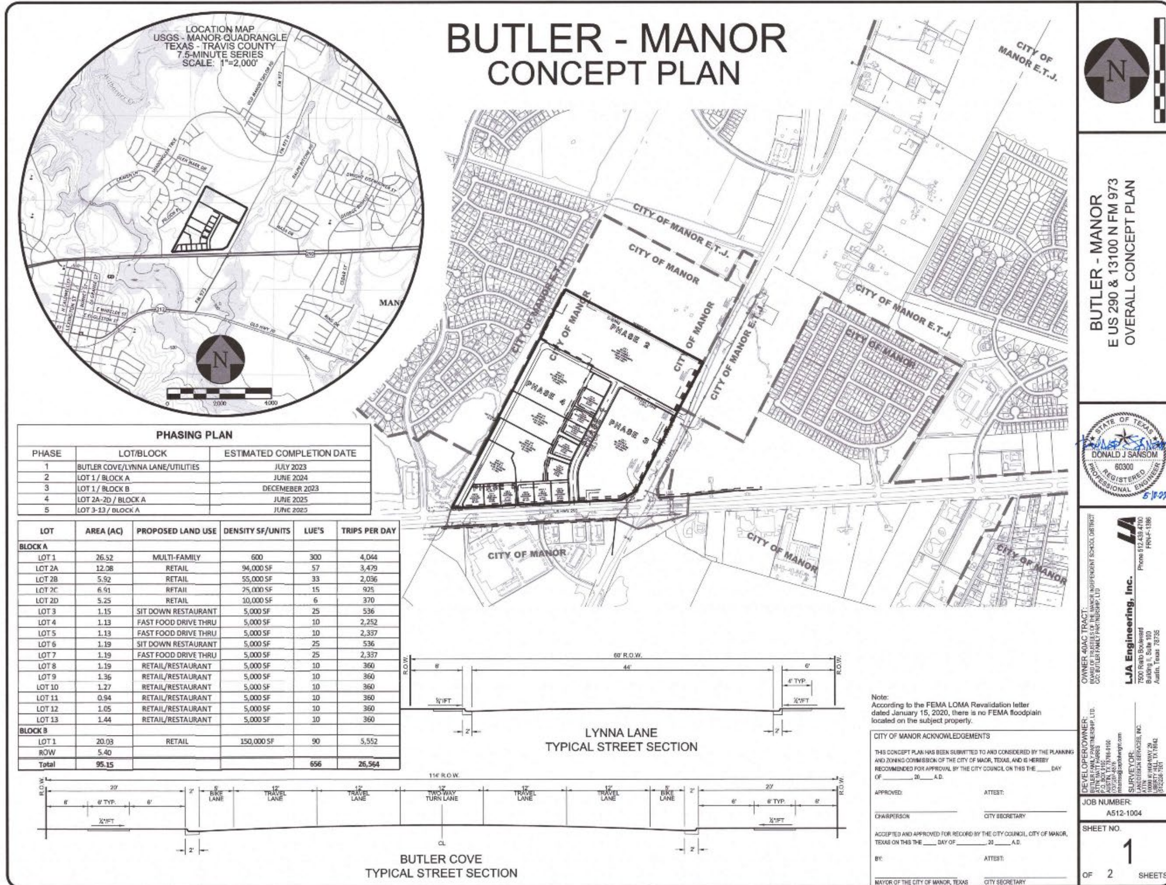


PHASING PLAN		
PHASE	LOT/BLOCK	ESTIMATED COMPLETION DATE
1	BUTLER COVE/HARRISS WAY/UTILITIES	DECEMBER 2022
2	LOT 1 / BLOCK A	JUNE 2024
3	LOT 1 / BLOCK B	DECEMBER 2023
4	LOT 2 / BLOCK A	JUNE 2025
5	LOT 3-8 / BLOCK A	JUNE 2025

LOT	AREA (AC)	PROPOSED LAND USE	DENSITY SF/UNITS	LUE'S	TRIPS PER DAY
BLOCK A					
LOT 1	26.30	RETAIL	200,000 SF	500	4,495
LOT 2	33.33	RETAIL	250,000 SF	151	6,678
LOT 3	2.04	SIT DOWN RESTAURANT	5,000 SF	25	561
LOT 4	1.63	RETAIL	5,000 SF	3	133
LOT 5	1.63	FAST FOOD DRIVE THRU	2,500 SF	12.5	1,178
LOT 6	1.63	RETAIL	5,000 SF	3	133
LOT 7	1.63	FAST FOOD DRIVE THRU	2,500 SF	12.5	1,178
LOT 8	1.63	RETAIL	5,000 SF	3	133
BLOCK B					
LOT 1	20.01	RETAIL	150,000 SF	90	4,003
ROW	5.33				
Total	95.16			680	18,487

EXHIBIT "B-1"

REVISED CONCEPT PLAN



PHASING PLAN		
PHASE	LOT/BLOCK	ESTIMATED COMPLETION DATE
1	BUTLER COVE/LYNNA LANE/UTILITIES	JULY 2023
2	LOT 1 / BLOCK A	JUNE 2024
3	LOT 1 / BLOCK B	DECEMEBER 2023
4	LOT 2A-2D / BLOCK A	JUNE 2025
5	LOT 3-13 / BLOCK A	JUNE 2025

LOT	AREA (AC)	PROPOSED LAND USE	DENSITY SF/UNITS	LUE'S	TRIPS PER DAY
BLOCK A					
LOT 1	26.52	MULTI-FAMILY	600	300	4,044
LOT 2A	12.08	RETAIL	94,000 SF	57	3,479
LOT 2B	5.92	RETAIL	55,000 SF	33	2,036
LOT 2C	6.91	RETAIL	25,000 SF	15	925
LOT 2D	5.25	RETAIL	10,000 SF	6	370
LOT 3	1.15	SIT DOWN RESTAURANT	5,000 SF	25	536
LOT 4	1.13	FAST FOOD DRIVE THRU	5,000 SF	10	2,252
LOT 5	1.13	FAST FOOD DRIVE THRU	5,000 SF	10	2,337
LOT 6	1.19	SIT DOWN RESTAURANT	5,000 SF	25	536
LOT 7	1.19	FAST FOOD DRIVE THRU	5,000 SF	25	2,337
LOT 8	1.19	RETAIL/RESTAURANT	5,000 SF	10	360
LOT 9	1.36	RETAIL/RESTAURANT	5,000 SF	10	360
LOT 10	1.27	RETAIL/RESTAURANT	5,000 SF	10	360
LOT 11	0.94	RETAIL/RESTAURANT	5,000 SF	10	360
LOT 12	1.05	RETAIL/RESTAURANT	5,000 SF	10	360
LOT 13	1.44	RETAIL/RESTAURANT	5,000 SF	10	360
BLOCK B					
LOT 1	20.03	RETAIL	150,000 SF	90	5,552
ROW	5.40				
Total	95.15			656	26,564

EXHIBIT “C”

CODE MODIFICATIONS

Applicable to all Property (excluding Parcel A):

- Median planter strips in the customer parking fields shall not be required; however in no case shall a parking row exceed fifteen parking spaces without a separation of a landscape island or peninsula of at least 180 square feet as measured from the back of curbs
- Fencerete fencing shall meet the masonry screen wall requirements for the loading dock and service areas behind commercial buildings
- Compactors in the rear of the commercial buildings shall be considered screened by a perimeter masonry fence
- No shade trees shall be required within 100’ of the front entrance of commercial buildings
- Landscaping shall not be required on the front sidewalk of commercial buildings
- Landscaping shall not be required adjacent to commercial buildings in locations intended for customer interaction on the sides of the building, or in the rear service area.
- The front building entrance of commercial buildings shall be set back from a drive aisle a minimum distance of 11 feet
- Sidewalks in parking field shall only be required along the front drive aisle adjacent to the front of the commercial building
- Square footage limitations on outdoor sales shall not apply to the front sidewalk of the commercial building
- Outdoor storage shall be allowed
- Commercial buildings shall not be required to be architecturally finished on all four sides with the same materials, detailing, and features
- Commercial buildings will be exempt from all horizontal articulation standards on the side and back walls
- The main roof of the commercial buildings shall be allowed to be flat, single slope

Applicable solely to Grocery Store Parcel:

- A fuel station will be allowed directly adjacent to the intersection of Hwy 290/FM 973
- Canopies on fuel stations shall not be required to be pitched but shall have a mansard surrounding the roof

Applicable solely to Parcel A:

- Minimum dwelling size: 550 square feet. Average dwelling size: 955 square feet
- Minimum of 50% exterior masonry
- Roof pitch: 4/12 minimum

- Roof overhang minimum 24 inches with minimum fascia depth of 8 inches
- Building coverages for primary structures: 40%
- Structured Parking: Structural parking requirements shall be reduced to 25%
- Tandem parking shall be allowed where available (e.g. parking behind (outside attached, tuck-under garages) and shall count towards the total parking requirements. Carports are approved structured parking.
- Townhomes shall carry the same guest parking requirements as the balance of Parcel A.
- A ten-foot minimum landscape buffer along the north and south borders of Parcel A.
- 6 foot sidewalks and 4.5 foot landscape buffers on front and back of buildings.
- 4 foot sidewalks and 1.5 foot landscape buffer surrounding buildings with no sidewalk or landscape buffer required at tandem parking side of building.

Applicable to the Property:

- Lot 2-B and Lot 2-C shall be permitted to have 50 feet of frontage on the adjacent right-of-way.
- For the purpose of directing traffic to the entrance of the Property, one (1) double-sided, lighted, multi-tenant pylon sign with digital advertising may be installed and maintained by Owner within the median of Butler Cove at the intersection of Highway 290 (the "Butler Cove Freestanding Sign"). The Butler Cove Freestanding Sign shall incorporate materials and colors that are complementary to the overall design of the Project. The Butler Cove Freestanding Sign may be up to seventy-five feet (75') in height, with its final design approved by the City's Planning and Zoning Commission.
- The freestanding signs for pad sites fronting Highway 290 and Butler Cove shall be monument signs (not pylon signs). These freestanding signs shall also incorporate materials and colors that are complementary to the overall design of the Project.