

 ORIGINAL

**CITY OF MANOR, TEXAS DEPOSIT AGREEMENT  
PROPOSED PUBLIC IMPROVEMENT DISTRICT  
EntradaGlen PID**

THIS DEPOSIT AGREEMENT (this “Agreement”) is made and entered into as of April 25, 2024 by and between the **CITY OF MANOR, TEXAS** (the “City”) and **LAS ENTRADAS DEVELOPMENT CORPORATION** a Texas corporation (including its Designated Successors and Assigns, the “Owner”)(the City and Owner, together, the “Parties”).

**Preliminary Matters**

The Owner requested the City to create a public improvement district and the City created the EntradaGlen Public Improvement District (the “PID” or “District”) within the corporate limits of the City. The Owner also requested to enter into a PID reimbursement agreement (“Reimbursement Agreement”) with the City under which the City will, among other things, reimburse the Owner for PID project costs (“Project Costs”) pursuant to the provisions of Texas Local Government Code Chapter 372 and the Reimbursement Agreement.

The Owner is developing real property within the corporate limits of the City that are included within the boundaries of the District.

The Owner has agreed to deposit with the City cash into an account (“Cash”), post a letter of credit, or provide a combination of both in a total amount equal to the amount to pay costs and expenses not funded by the amount of PID Bonds necessary to pay Project Costs.

The parties hereto wish to enter into the Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Owner.

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

**SECTION 1. DEFINED TERMS.**

Capitalized terms not defined in this Deposit Agreement shall have the definitions provided in the Reimbursement Agreement.

**SECTION 2. DEPOSITS.**

(a) The Owner shall provide the City with Fiscal Security in the amount of \$4,763,000 (the “Fiscal Security”) to the City Manager before this Agreement is executed and delivered by the City, which Fiscal Security shall be used exclusively to pay costs generally described in Section 3 hereof. As of the effective date of this Agreement, the Fiscal Security is comprised of checks payable to the City and suitable for deposit by the City (the “Deposited Cash”) in the total amount of \$3,878,000 and a Letter of Credit in a form suitable to the City (the “Granted Letter of Credit”) in the total amount of \$885,000. The City shall not execute or otherwise enter into the



Reimbursement Agreement unless and until it has acknowledged receipt of the Fiscal Security.

(b) The City Manager shall cause all of the Deposited Cash received from the Owner to be deposited with a duly selected City depository in accordance with Chapter 105 of the Texas Local Government Code and Chapter 2257 of the Texas Government Code, the Texas Public Funds Collateral Act, in an account separate from any other accounts of the City (the "Deposit Account"). All interest or other amounts earned on the Deposited Cash shall be held in the Deposit Account for the payment of Project Costs or otherwise applied as set forth in Section 4 hereof. The City of Manor shall be the beneficiary of the Granted Letter of Credit. Upon the issuance of PID Bonds, the Deposited Cash shall become part of the trust estate created by the corresponding indenture of trust securing such PID Bonds (the Trust Indenture") in a separate account (the "Owner Contribution Account") in the project fund of the Trust Indenture.

(c) If the Granted Letter of Credit is terminated or otherwise expires during the term of this Agreement, the Owner shall replace the Granted Letter of Credit with either (i) another letter of credit in a form satisfactory to the City in the amount of the balance of the Granted Letter of Credit as of the date of the termination or expiration of the Granted Letter of Credit, or (ii) cash in the form of a check payable to the City and suitable for deposit by the City within no more than three business days of the termination or expiration of the Letter of Credit.

### SECTION 3. USE OF CASH ON DEPOSIT OR LETTER OF CREDIT.

(a) Payments to the Owner from the Owner Contribution Account shall be in accordance with the relevant terms of Article VI of the Trust Indenture.

(b) Subject to the following Section 3(c) of this Deposit Agreement, Funds on deposit in the Owner Contribution Account may be spent only for the completion of the improvements specified in the attached Attachment "A" to this Deposit Agreement (the "Enhancement Projects"). The order in which the Owner shall undertake the completion of the Enhancement Projects shall be as agreed to by the City and further detailed in the applicable PID Financing Agreement.

(c) Upon completion of the Enhancement Projects, any unspent amounts in the Owner Contribution Account shall be applied towards the completion of any authorized Improvement Area #1 improvement specified in the applicable Service and Assessment Plan, and the City shall release the Granted Letter of Credit. Any unspent funds from the Project Fund of the Trust Indenture shall be applied as stated in the Trust Indenture.

### SECTION 4. UNEXPENDED CASH, LETTER OF CREDIT.

If the Reimbursement Agreement is not approved, or if proceedings for approval of the PID Financing Agreement are unsuccessful and are terminated or abandoned prior to the issuance of the PID Bonds, the City Manager shall not cause the Deposited Cash to become part of the trust estate and shall return to the Owner all of the Deposited Cash, including any interest earnings thereon, then on deposit in the Deposit Account exclusive of Cash necessary to pay Project Costs or portions thereof that (i) have been actually incurred and (ii) are due and owing as of the date of such termination or abandonment; and the City shall release the Granted Letter of Credit.

SECTION 5. TERM. The term of this Agreement shall begin on the Effective Date and shall continue until the earliest to occur of the conditions in Section 3 or Section 4.

SECTION 6. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

SECTION 7. AUTHORITY. Authority. Each party hereto warrants that each has the full legal authority to execute and deliver this Agreement. In addition, the individual who executes this Agreement on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

SECTION 8. TEXAS LAW GOVERNS. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

SECTION 9. STATUTORY VERIFICATIONS.

(a) 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, the Owner represents that neither the 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.

(b) 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.

(c) 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 Agreement. 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).

(d) 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. 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.

SECTION 10. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which will be deemed original, and all of which will constitute one and the same agreement. Each such executed copy shall have the full force and effect of an original executed instrument.

*[Signature Pages Follow]*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above written.

EXECUTED and ACCEPTED this 25 of April 2024.

CITY OF MANOR, TEXAS, a municipal corporation

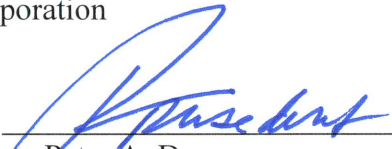
By: 

Scott Moore, City Manager

Date: 4/25/2024

AGREED TO and ACCEPTED this 25 of April 2024.

LAS ENTRADAS DEVELOPMENT CORPORATION,  
a Texas corporation

By:  4/25/2024  
Name: Peter A. Dwyer  
Title: President

**ATTACHMENT A**

**ENHANCEMENT PROJECTS**

**SHADOWGLEN**

Gregg Manor Road and Hill Lane Intersection  
Lexington and Hill Lane Intersection  
Community Park - Lake Rita

**LAS ENTRADAS**

Gregg Manor South Extension (4 Lane Portion)  
50' ROW Roads  
Illumination of West Parsons  
Community Park - Western Woods Public Lake  
Internal Streetscape  
Civic Improvements (James Manor Plaque & Manor Entry Monument)

