AMENDMENT TO THE DEVELOPMENT AGREEMENT UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE

THIS Amendment to the Development Agreement under Section 43.035, Texas Local Government Code (the "Amendment") is made and entered into as of the ______ day of ______, 20____ (the "Effective Date") and is entered into by and between the CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation (the "City") and Clide Nichols (the "Owner"). The City and the Owner are collectively sometimes referred to herein as the "Parties".

RECITALS

WHEREAS, the Parties entered that certain Development Agreement under Section 43.035, Texas Local Government Code, dated November 20, 2017, filed and recorded in the Official Public Records of Travis County as Document/Instrument No. 2017197854 (the "Original Agreement");

WHEREAS, the Original agreement provides that the Property, as defined in the Original Agreement (the "Original Tract"), shall remain the City's extraterritorial jurisdiction until the occurrence of an event specified in the Original Agreement;

WHEREAS, the owners of the Property requested that a 3.398 acre portion of the Original Tract, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (the "Annexed Tract"), be annexed into the City, and said Annexed Tract was annexed by the City by Ordinance No. ; and

WHEREAS, the Parties desire to amend the definition of Property in the Original Agreement to mean the portion of the Property that has not been annexed into the city limits (the "Remainder Tract") and that the Original Agreement remain in effect as to the Remainder Tract.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereto agree as follows:

I. RECITALS

1.01. <u>Recitals Incorporated</u>. The above recitals are incorporated herein and made a part of this Amendment to the same extent as if set forth herein in full.

II. AMENDMENT

2.01. <u>Definition of Property</u>. The term "Property" when used in the Original Agreement, shall mean the Remainder Tract, which is the portion of the Property as

originally defined under the Original Agreement, an exhibit of which is attached hereto as Exhibit B, less the Annexed Tract, which is described in Exhibit A.

III. GENERAL PROVISIONS

- 3.01. <u>Capitalized Terms</u>. Any capitalized term that is used in this First Amendment and is not otherwise defined herein shall have the meaning that is ascribed to it in the Original Agreement.
- 3.02. <u>Amendment of Original Agreement</u>. The Original Agreement is hereby amended to the extent of any conflict with this Amendment. If any provisions conflict between this Amendment and the Original Agreement, this Amendment shall control.
- 3.03. <u>Entire Agreement</u>. This Amendment, together with any exhibits attached hereto, and the Original Agreement, as amended by this Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein, and may not be amended except by a writing signed by the Parties and dated subsequent to the date hereof.
- 3.04. Covenant Running with the Land. The Original Agreement, as amended by this Amendment, shall continue to constitute a binding covenant on the Property (as defined and detailed in the Original Agreement) and shall run with the Property. A copy of this Amendment shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Amendment is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Amendment.
- 3.05. <u>Captions</u>. The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Amendment.
- 3.06. <u>Authority</u>. Each party hereto has the full legal authority to execute and deliver this Amendment. In addition, the individual who executes this Amendment 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.
- 3.07. <u>Severability</u>. If any provision of this Amendment shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this Amendment as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Amendment.
- 3.08. <u>Anti-Boycott Verification</u>. 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.

- 3.09. <u>Iran, Sudan and Foreign Terrorist Organizations</u>. To the extent this 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, Owner represents that Owner 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.
- 3.10. Anti-Boycott Verification Energy Companies. 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 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).
- 3.11. Anti-Discrimination Verification Firearm Entities and Firearm Trade Associations. 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 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.

3.12. <u>Multiple Counterparts</u>. Multiple copies of this Amendment may be executed by the Parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date and year first above written.

[Signature Pages Follow]

	OWNER:
	Clide Nichols
STATE OF TEXAS	\$ \$ \$
COUNTY OF TRAVIS	§
20, by Clide Nichols, Or authorized to execute the force	acknowledged before me on this the day of wner of the Property and acknowledged that he/she is fully egoing document and that he/she executed such document for on therein expressed and in the capacity therein stated.
	Notary Public State of Texas

THE CITY OF MANOR,

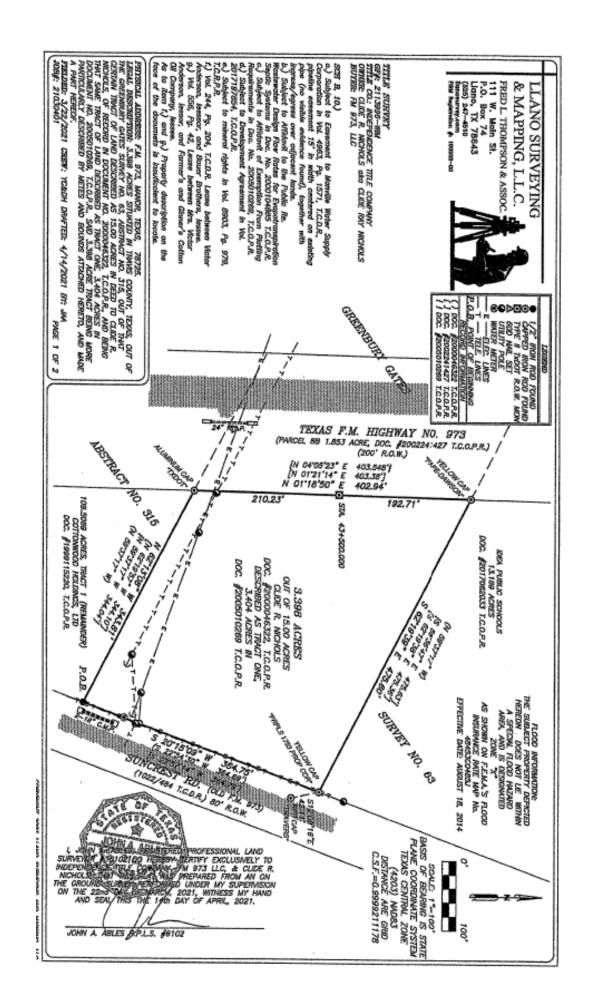
a Texas home-rule municipal corporation

		By: Name: Dr. Christopher Harvey Title: Mayor
STATE OF TEXAS COUNTY OF TRAVIS	§ § §	
20, by Dr. Christopher Hamunicipal corporation, and ack	rvey, May knowledged he/she ex	d before me on the day of, or of The City of Manor, a Texas home-ruled that he/she is fully authorized to execute the ecuted such document for the purposes and capacity therein stated.
	Nota	ry Public, State of Texas

AFTER RECORDING RETURN TO:

City of Manor Attn: City Secretary 105 E. Eggleston Street Manor, TX 78653

Exhibit A Annexed Tract



LLANO SURVEYING & MAPPING, L.L.C. FRED L. THOMPSON & ASSOCIATES

P. O. BOX 74 LLANO, TEXAS 78643-0074

325-347-4510 infe@LleneSurvey.com FIRM Registration #: 100502-09

(Page 2 of 2)

FIELD NOTES DESCRIBING 3.398 ACRES OF LAND IN TRAVIS COUNTY, TEXAS

BEING A 3.398 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, OUT OF THAT CERTAIN TRACT OF LAND CALLED 15.00 ACRES IN DEED TO CLIDE R. NICHOLS OF RECORD IN DOCUMENT NO. 2000046322, TRAVIS COUNTY OFFICIAL PUBLIC RECORDS (T.C.O.P.R.), AND BEING THAT SAME TRACT OF LAND DESCRIBED AS TRACT ONE, 3.404 ACRES IN DOCUMENT NO. 2005010269 T.C.O.P.R., SAID 3.398 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the northwest right of way of Suncrest Road (Old Texas State F.M. Highway No. 973), an 80 foot wide right of way of record in Volume 1022, Page 484, Travis County Deed Records (T.C.D.R.), for the northeast corner of that certain tract of land described as 109.5069 acres, Tract 1, in deed to Cottonwood Holdings, LTD, of record in Document No. 1999115220, T.C.O.P.R., the southeast corner of said Nichols tract, the southeast corner of said 3.404 acre Tract One, the southeast corner, and POINT OF BEGINNING hereof;

THENCE with the northeast line of said Cottonwood Holdings Tract 1, being the southwest line of said Nichols tract, and the southwest line of said 3.404 acre Tract One, N 62°13'08" W 343.81 feet to a ½" iron rod found with aluminum cap inscribed "TXDOT", in the east right of way of Texas State F.M. Highway No. 973, a 200 foot wide right of way of record in Document No. 2002241427 T.C.O.P.R., for the southwest corner of said 3.404 acres Tract One, and the southwest corner hereof;

THENCE with the east line of said F.M. 973, the west line of said 3.404 acre Tract One, over and across said Nichols Tract, N 01°18°50" E, at 210.23 feet pass a Type II TxDOT right of way monument found opposite Sta. 43+500.000, and continuing for a total distance of 402.94 feet to a ½" from rod found with yellow plastic cap-inscribed "PAPE-DAWSON" in the northeast line of said Nichols tract, for the southwest corner of that certain tract of land described as 13.189 acres in deed to Idea Public Schools, of record in Doc. No. 2017062033, T.C.O.P.R., the northwest corner of said 3.404 acre Tract One, and the northwest corner hereof;

THENCE with the northeast line of said Nichols tract, the southwest line of said Idea Public Schools tract, and the northeast line of said 3.404 acre Tract One, S 62°19°39° E 475.60 feet to a ½° iron rod found with yellow plastic cap inscribed "RPLS 1753 PROP COR" in the northwest right of way of Suncrest Rd. (Old F.M. 973), for the southeast corner of said Idea Public Schools tract, the northeast corner of said Nichols tract, the northeast corner of said 3.404 acre Tract One, and the northeast corner hereof, from which a ½° iron rod found with red plastic cap inscribed "TRAVERSE" bears S 12°08°16" E 42.11 feet;

THENCE with the northwest line of said Suncrest Rd. (Old F.M. 973), the southeast line of said Nichols tract, and the southeast line of said 3.404 acre Tract One, S 20*15*09" W 364.75 feet to the POINT OF BEGINNING hereof and containing an area of 3.398 acres of land as surveyed by Llano Surveying & Mapping, L.L.C., under the supervision of John A. Ables R.P.L.S. No. 6102.

Basis of Bearing for this tract is State Plane Coordinate System, Texas Central Zone 4203. Distances are Grid. CSF=0.9999211178.

This description is to be used in conjunction with the accompanying survey plat attached hereto and made a part hereof.

 John A. Ables, Registered Professional Land Surveyor #6102 do hereby certify that this description was prepared from an on the ground survey performed under my supervision on the 22rd day of March 2021. Witness my hand and seal this the 14th day of April, 2021.

> John A. Ables R.P.L.S. #6102 P. O. Box 74, Llano, TX 78643

OF OF OF STATE OF JOHN A AGLES G102 ST SSELL SUNT

FILED AND RECORDED OFFICIAL PUBLIC RECORDS

Oana De Seawooir

Dana DeBeauvoir, County Clerk Travis County, Texas Jul 22, 2021 02;52 PM Fee: \$38.00

2021163741
Electronically Recorded

15/ITC/ALI/ 2//3996 -WIM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

Date: July 19, 2021

Grantor: Clide R. Nichols a/k/a Clide Ray Nichols

Grantor's Mailing Address (including county):

415 Honeycomb Circle Driftwood, Texas 78619 HaysCounty

Grantee: Platinum 973, LLC, a Texas limited liability company

Grantee's Mailing Address (including County):

8868 Research Blvd. #308 Austin, Texas 78759 Travis County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date that is in the principal amount of THREE HUNDRED NINETY THOUSAND AND 00/100 (\$390,000.00) DOLLARS and is executed by Grantee, payable to the order of FIRST NATIONAL BANK OF BASTROP. The note is secured by a vendor's lien retained in favor of FIRST NATIONAL BANK OF BASTROP in this deed and by a deed of trust of even date, from Grantee to John N. Gambrell, Trustee.

FIRST NATIONAL BANK OF BASTROP at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are retained for the benefit of FIRST NATIONAL BANK OF BASTROP and are transferred to FIRST NATIONAL BANK OF BASTROP without recourse on Grantor.

Property (including any improvements):

Being a 3.398 acre tract of land, situated in Travis County, Texas, out of the GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315; out of that certain tract of land called 15.00 acres in deed to Clide R. Nichols of record in Document No. 2000046322, Official Public Records, Travis County, Texas; and being that same tract of land described as Tract One, 3,404

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acres in Document No. 2005010269, Official Public Records, Travis County, Texas. Said 3.398 acres, more or less, being more particularly described by metes and bounds in Exhibit "A" attached hereto.

Reservations From and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to any and all restrictions, covenants, reservations, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors are hereby bound to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Clide R. Nichols

2021163741 Page 3 of 4

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on this day of July 2021 by Clide R. Nichols.

AMANDA ISOHY
My Notary ID # 130330226
Expires August 14, 2923

Notary Public, State of Texas

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EXHIBIT A

LLANO SURVEYING & MAPPING, L.L.C. FRED L. THOMPSON & ASSOCIATES

P. O. BOX 74 LLANO, TEXAS 78643-6074 125-341-400 integliandarya-ann FREM Registedur & 10002-00

(Page 2 of 2)

FIELD NOTES DESCRIBING 3.398 ACRES OF LAND IN TRAVIS COUNTY, TEXAS

BEING A 3.398 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE GREENBURY GATES SURVEYING, 63, ABSTRACTING, 315, OUT OF THAT CERTAIN TRACT OF LAND CALLED 15.00 ACRES IN DEED TO CLIDE R. NICHOLS OF RECORD IN DOCUMENT NO. 2000046322, TRAVIS COUNTY OFFICIAL PUBLIC RECORDS (T.C.O.P.R.), AND BEING THAT SAME TRACT OF LAND DESCRIBED AS TRACT ONE, 3.404 ACRES IN DOCUMENT NO. 2003010269 T.C.O.P.R., SAID 3.398 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" from rod found in the northwest right of way of Suscrest Road (Old Texus State F.M. Highway No. 973), an 80 foot wide right of way of record in Volume 1022, Page 484, Texus County Deed Records (T.C.D.R.), for the northeast corner of that certain trept of fend described at 169.5059 acres, Trust I, in deed to Cotonwood Holdings, LTD, of record in Document No. 1999115220, T.C.O.P.R., the southeast corner of said Nicholastract, the southeast corner of said 3,494 acre Trust One, the southeast corner, and POINT OF BEGINNING horses?

THENCE with the northeast line of said Cottonwood Holdings Tract 1, being the southwest line of said Nichols tract, and the southwest line of said 3.404 acre Tract One, N 62*13*08* W 343.81 feet to a ½* iron red found with aluminum cap inserfeed "TXDOT", in the cent right of way of Texas State F.M. Highway No. 973, a 200 foot wide right of way of record in Domman: No. 2002241427 T.C.O.P.R., for the southwest corner of said 3.404 acres Tract One, and the southwest corner bersof;

THENCE with the east line of said P.M. 973, the west line of said 3.404 even Tract One, over and excess said Nichols Tract, N 03°18°59° E, at 210.23 feet pass a Type II TxDOT right of way manament found opposite Sta. 43+500.000, and continuing for a total distance of 402.94 feet to a ½" iron rod found with yellow plastic explanation "PAPE-DAWSON" in the northwest line of said Nichols tract, for the southwest corner of that certain tract of tend described as 13,189 acres in deed to lides Public Schools, of record in Doc. No. 2017052033, T.C.O.P.R., the northwest corner of said 3.404 axe Tract One, and the northwest corner hereof;

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THENCE with the northwest line of said Suntrest Rd. (Old F.M. 973), the southeast line of said Nichols trost, and the southeast line of said 3.404 acre Treet One, S 20*19*09* W 364.75 feet to the POINT OF REGINNING bereof and containing an area of 3.398 cores of land as surveyed by Llano. Surveying & Mapping, L.L.C., under the supervision of Juhn A. Ables R.P.L.S. No. 6102.

Basis of Beering for this tract is State Plane Coordinate System, Texas Central Zone 4203, Distances are Grid. CSF=0.9999211178.

This description is to be used in conjunction with the accompanying survey plat attached hereto and made a part hereof.

I, John A. Ables, Registered Professional Land Surveyor #6102 do hereby certify that this description was prepared from an on the ground survey performed under my supervision on the 22nd day of March 2021. Witness my hand and seel this the 14th day of April, 2021.

John A. Ables KP.L.S. #6102 P. O. Box 74, Liano, TX 78643

Exhibit B Remainder Tract

