

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT TO DEVELOPMENT AGREEMENT
(Sunset Crossing)**

THIS AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter “County”), a body politic acting herein by and through its Commissioners Court, and D.R. Horton-Texas, Ltd., a Texas limited partnership, (the “Owner”), a company authorized to conduct business in the State of Texas. The County and the Owner may be individually referred to as a “Party” or collectively as the “Parties.”

WHEREAS, the Parties executed and accepted that certain Development Agreement on July 24, 2018, (hereinafter “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to modify certain terms of the Agreement.

NOW, THEREFORE, the Parties do mutually agree to amend the Agreement as follows:

I. Replace Paragraph 2. of the Agreement in its entirety with the following:

2. As Owner’s development schedule dictates, Owner, at Owner’s sole cost, shall design and construct Bryan Road from the existing pavement of Bryan Road within the Sunset Crossing subdivision to Benton Road, completing the connection between FM 2977 (Minonite Road) and Benton Road (“Bryan Road Extension”). Such design and construction shall be completed in conjunction with the development of the 500th lot within the Owner Property, in accordance with the terms of the City Agreement. Owner’s right to submit and record plats as needed shall not be hindered by the terms of this paragraph, provided however that all construction in relation to the 500th lot shall not be approved until the Owner **receives a construction completion letter** for the roadway improvements contemplated herein.

II. Replace Paragraph 4. of the Agreement in its entirety with the following:

4. Prior to the submission by Owner, its successors or assigns, of a subdivision plat for approval, which contains the 720th lot (ninety percent), the Owner shall dedicate to the County twenty (20) feet plus additional right-of-way at the intersection with Bryan Road for additional turn lanes of Owner Property adjacent to Benton Road on a subdivision plat or by separate instrument for right-of-way to accommodate future widening of Benton Road, as shown in Exhibit “C”. No other dedication of right-of-way for the widening of Benton Road shall be required of Owner or related to the Owner Property. **A temporary construction and drainage easement will also be provided to the landscape reserve along Benton Road to accommodate a temporary drainage ditch until Benton Road is widened by Fort Bend County. The temporary ditch shall not impact the proposed masonry wall on the western edge of the landscape reserve.**

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY

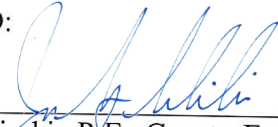
KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

OWNER:

D.R. Horton-Houston, Ltd.,
a Texas limited partnership

By: D.R. Horton, Inc., a Delaware Corporation, its Authorized Agent

By: 

Name: JUSTIN W. HORNE

Title: ASSISTANT VP

Date: 9/11/20