

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AMENDMENT TO DEVELOPMENT AGREEMENT
(Harlem at West Bellfort)

THIS AMENDMENT (the "Amendment") is entered into by and between Fort Bend County, Texas (the "County"), a body politic acting herein by and through its Commissioners Court, and TC Pursuit Services, Inc., a Delaware corporation (the "Owner"). 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 January 28, 2020 (the "Original Agreement");

WHEREAS, the Parties desire to amend the Original Agreement to modify certain terms of the Original Agreement. The term "Agreement" where used in the Original Agreement and this Amendment shall hereafter refer to the Original Agreement, as amended by this Amendment.

NOW, THEREFORE, the Parties do mutually agree to amend the Original Agreement by replacing Paragraphs 1 and 2 of the Original Agreement in their entirety with the following:

1. Owner's Responsibilities.

(a) The Owner agrees to design and construct the following prior to receiving the Certificate of Completion from the Fort Bend County Fire Marshal's Office:

- (I) A traffic signal at the intersection of Harlem Road and Morton Road;
- (II) Improvements to the intersection of West Bellfort and Clouston Avenue, including the addition of an eastbound left turn lane and a modification to the traffic signal to accommodate the additional left turn lane;
- (III) Southbound left turn lanes on Harlem Road at all proposed median openings serving driveways for the Owner Property;
- (IV) An eastbound left turn lane on West Bellfort at Morton Road;
- (V) Improvements to eastbound and westbound left turn lanes at Harlem Road, which may include the addition of dual left turn lanes or an extension of the existing left turn lanes, depending on final approval from the County;

(b) The Owner agrees to design and construct the *westbound left turn lane at the intersection of FM 1093 at Grand Mission*, including all of the County's costs to obtain right of way and obtain permits from the Texas Department of Transportation ("TxDOT") within twelve (12) months of the County's acquisition of the right of way required for the improvements.

(c) The Owner agrees to dedicate land necessary for improvements to Madden Road as determined by final design plans and construct approximately one thousand linear feet (1,000 LF) of Madden Road prior to opening and operating the Project; and

(d) The Owner agrees pay to the County a total amount of \$493,922.29 as its contribution to the improvements to West Bellfort, (the "Owner Contribution") in satisfaction of certain obligations for reimbursement under the Joint Participation Agreement for Design and Construction of West Bellfort Extension executed between the County and Fort Bend County Municipal Utility District No. 134B on April 5, 2016. The Owner shall pay its Owner Contribution to County within thirty (30) calendar days of the approval by the County of the subdivision plat required for the Project.

2. County's Responsibilities. In exchange for the Owner's commitment to submit subdivision plats meeting the requirements of the County's Regulation of Subdivisions and performance of all obligations in accordance with Paragraph 1 (a) - (c) above, the County agrees to present the proposed subdivision plat(s) for consideration by the County's Commissioners Court for approval.

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

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IN WITNESS WHEREOF, the Parties have executed this Amendment and caused this Amendment to be effective on the date executed by the County.

FORT BEND COUNTY:

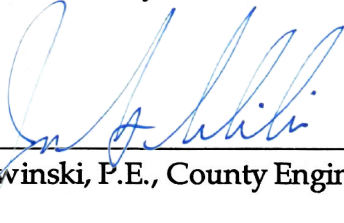
KP George, County Judge

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:

TC Pursuit Services, Inc.,
a Delaware corporation



Jeremy Garner, Vice President

2/8/2021
Date