STATE OF TEXAS §

COUNTY OF FORT BEND §

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

(Bryan Road - Project No. 17118)

THIS FIRST AMENDMENT ("First Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and KB Home Lone Star Inc. ("Owner"), a Texas corporation. County and Owner are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain Development Agreement on April 23, 2019 (the "Agreement") for the construction of Bryan Road under Mobility Bond Project No. 17118; and

WHEREAS, by execution of this First Amendment, the Parties desire to amend the Agreement to provide for final compensation to County for the Project and to otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. **Section 3, Owner's Obligations,** is amended in its entirety as follows:

- (a) Owner will donate any necessary property for the right-of-way for the Project.
- (b) Owner' contribution to County for the Project shall be calculated at 44% of the total costs of the Project (the "Owner's Cost"). County has determined that Owner's Cost for the Project is One Million Two Thousand Seven Hundred Eighty Two and 04/100 Dollars (\$1,002,782.04).
- (c) Owner has contributed and delivered funds to County in the amount of Three Hundred Ten Thousand Two Hundred Forty One and 40/100 Dollars (\$310,241.40) (the "Initial Payment"). Upon execution of this First Amendment by the Parties, County shall apply the Initial Payment to Owner's Cost and shall submit an invoice to Owner showing the difference payable and due to County in the amount of Six Hundred Ninety Two Thousand Five Hundred Forty and 64/100 Dollars (\$692,540.64) (\$1,002,782.04 \$310,241.40 = \$692,540.64). Owner shall submit such payment in full to County within thirty (30) days of receipt of County's invoice.

- (d) Owner shall be solely responsible for the maintenance and/or repair of the sidewalk constructed along and adjacent to Owner's Property for the Project. Owner warrants, covenants, and agrees that County shall have no responsibility or obligation for the maintenance and/or repair of said sidewalk. Owner's rights and obligations for said sidewalk may be transferred, assigned, and delegated to one or more property owners associations for the Owner's Property or a special district organized under the laws of the state of Texas, only upon prior written notice to County. Upon assignment to any such property owners association and/or special district, the assignee shall become fully responsible for all maintenance and/or repair of said sidewalk.
- 2. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
- 3. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, KB HOME ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
- 4. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this First Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

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FORT BEND COUNTY, TEXAS	KB HOME LONE STAR, INC.
KP George, County Judge	Authorized Agent – Signature Mark Eubanks Sr, Vice President, Finance
Date	Authorized Agent-Printed Name
ATTEST:	Title
	8/30/23
Laura Richard, County Clerk	Date
APPROVED:	
J. Stacy Slawinski, P.E., County Engineer	
AUDITOR	'S CERTIFICATE
I hereby certify that funds are availa accomplish and pay the obligation of Fort Ber	
	Robert E. Sturdivant,
	County Auditor