

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

(Tejas Landing Subdivision)

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“First Amendment”) is entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and Tejas Landing Development, LLC (“OWNER”) a Texas limited liability company. 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 12, 2022 (the “Agreement”) for the dedication and construction of Foerster School Road and Williams School Road (collectively, the “Subject Roadways”) and financial contributions for the same; and

WHEREAS, by execution of this First Amendment, the Parties desire to amend the Agreement to provide for an extension of time for the OWNER’s financial contributions to County 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. **Subsection (b) of Section 1, Owner’s Responsibilities**, is amended in its entirety as follows:
 - (b) Owner shall pay County the total amount of \$240,000.00 as the required contribution to improve the Subject Roadways (the “Owner’s Contribution”) as follows:
 - (I) Owner shall pay an initial payment of \$120,000.00 to County upon submission of the subdivision plat for approval. Owner shall pay the remaining \$120,000.00 to County no later than December 13, 2024.
 - (II) The Owner’s Contribution will be used by the County for the construction costs associated with the improvements to the Subject Roadways, and the County shall, at its sole discretion, be entitled to use at any time, the Owner’s Contribution in connection with the improvements to the Subject Roadways.
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, OWNER 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.

FORT BEND COUNTY, TEXAS

TEJAS LAND DEVELOPMENT, LLC

KP George, County Judge

Authorized Agent – Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

APPROVED:

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