

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT (this "**Amendment**") is entered into by and between TRAILHOUSE PARK, LLC, a Texas limited liability company ("**Developer**"), and the City of Forney, Texas, a municipal corporation and political subdivision of the State of Texas situated in Kaufman County, Texas (the "**City**"), individually referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS:

WHEREAS, the Parties entered into that certain Development Agreement (the "**Agreement**") dated effective as of August 18, 2020, with respect to the Property (as defined in the Agreement); and

WHEREAS, the Parties desire to amend the Agreement to clarify the requirements for minor changes to any previously submitted plans related to the Property.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

1. **Defined Terms.** Capitalized terms not otherwise expressly defined herein shall have the meanings given to them in the Agreement.
2. **Concept Plan Revisions.** Section 2.2 of the Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

“Upon request by the Developer, the Concept Plan, may be revised with the approval of the City Council. Notwithstanding the foregoing, City Council approval shall not be required for minor deviations to the Concept Plan (so long as such deviation does not increase the building area by more than ten percent 10%), any conceptual sign plans or other architectural elevation plans associated with the Planned Development. Furthermore, any changes to the sizing, location, and/or design of any signage to be located on the Property shall not require the approval of City Council so long as such changes do not increase the size or number of such signage and the design of such signage remains generally consistent with the Planned Development. City Staff shall review and approve any submittal regarding the above which does not require the approval of City Council.”

3. **Amendment Prevails.** The provisions of this Amendment shall be made a part and incorporated into the provisions of the Agreement as if fully set forth therein. Where inconsistent, the terms of this Amendment shall supersede and take precedence over the Agreement.

4. **Ratification.** Except as expressly modified hereby, the Agreement shall remain in full force and effect in accordance with its original term.

5. **Counterparts.** This Amendment may be executed by counterparts, each of which shall be deemed an original and together the counterparts, when taken together, shall comprise the Amendment. Any counterpart may be executed and delivered by facsimile or other electronic transmission.

IN WITNESS WHEREOF, Developer and the City have executed this First Amendment to be effective as of October __, 2022.

DEVELOPER:

TRAILHOUSE PARK, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

CITY OF FORNEY:

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____

Title: Interim City Secretary