

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF MONTGOMERY, TEXAS AND  
TAYLOR MORRISON OF TEXAS, INC.

This FIRST AMENDMENT DEVELOPMENT AGREEMENT (the "Agreement") is entered into between TAYLOR MORRISON OF TEXAS, INC., a Texas Corporation, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on the date on \_\_\_\_\_, 2025 (the "Effective Date").

RECITALS

The Developer and City have entered into the Development Agreement dated May 10, 2025, to provide for the orderly, safe and healthful development of the Tract. The Parties desire to enter into this Amendment in order to modify certain development obligations.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein as well as other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the City and Developer agree as follows:

1. Article II, Section 2.5. Development Regulations, is amended to add the following paragraph:

"Parties agree the Developer will construct retaining walls at the locations depicted on **Exhibit A**. Parties agree the retaining walls shall be constructed on private property only. Retaining walls shall not be constructed on City owned property including, but not limited to, right-of-way, easements, streets, licenses, etc. The Developer, its successors, and assigns agree to maintain, repair, or replace the retaining walls. In consideration of the City allowing Developer, its successors, and assigns to construct the retaining walls, Developer, its successors, and assigns shall indemnify and hold the City harmless from any liability caused in whole or in part by the retaining wall. This Agreement does not constitute acceptance or approval of any architectural control committee."

(Signature Pages to Follow)

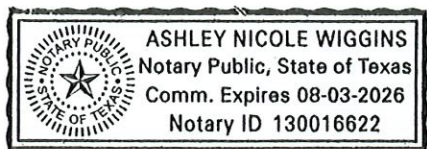
Executed by the Developer and the City to be effective on the Effective Date.

Taylor Morrison of Texas, Inc., a Texas corporation

By: *Richard Bautista*  
Name: Richard Bautista  
Title: Vice-President

STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this 13 day of March, 2025, by Richard Bautista, Vice President of Taylor Morrison of Texas, Inc., a Texas corporation, on behalf of said corporation.



*awiggins*  
Notary Public, State of Texas

(NOTARY SEAL)

CITY OF MONTGOMERY, TEXAS

\_\_\_\_\_  
Sara Countryman, Mayor

ATTEST:

\_\_\_\_\_  
Title: City Secretary

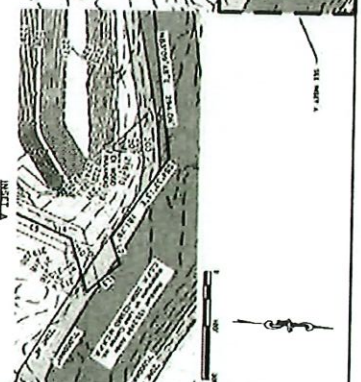
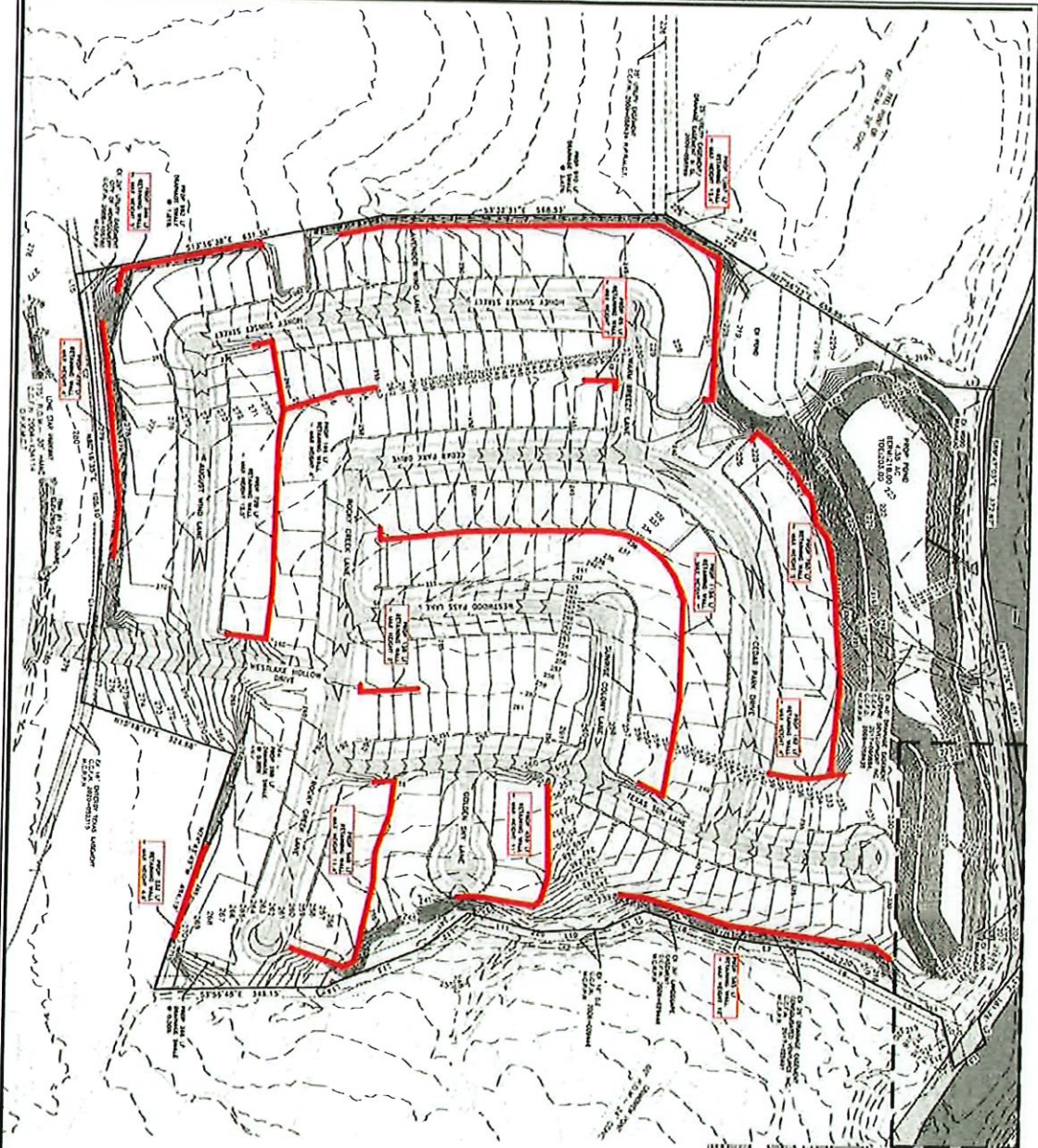
STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Sara Countryman, Mayor, City of Montgomery, Texas, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT "A"



*[Signature]*  
 PROJECT ENGINEER

DATE: 3.2024  
 SCALE: AS SHOWN

NO.	REVISION	DATE
06	ISSUED FOR PERMIT	3/20/24

# LONE STAR RIDGE PHASE 1 & 2

## MASS GRADING AND DETENTION

### OVERALL GRADING PLAN

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