

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MONTGOMERY, TEXAS AND
REDBIRD MEADOW DEVELOPMENT, LLC

This FIRST AMENDMENT DEVELOPMENT AGREEMENT (the "Agreement") is entered into between REDBIRD MEADOW DEVELOPMENT, LLC, a Texas limited liability company, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on the date on _____, 2023 (the "Effective Date").

RECITALS

The Developer and City have entered into the Development Agreement dated May 10, 2022, 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 I is amended to add the following Exhibits:
 - a. **Exhibit F**, Proposed Phasing Plan, is amended in the proposed phasing plan attached hereto as **Exhibit F-1**.
 - b. **Exhibit G**, Road Widths.
2. Article II is amended throughout (as to references to 560 ultimate connections), to state that the Tract will be developed in phases to serve a maximum number of 682 connections.
3. Article II is amended throughout (as to references to ultimate capacity) to state that ultimate requirements for water capacity will be approximately 204,600 gpd and ultimate requirements for sewage capacity will be approximately 136,400 gpd.
4. Article II, Section 2.1(b) *Water Supply Facilities*, is amended by adding subsection (3).
 3. *Future Water Supply Facilities Site*. Developer agrees to dedicate to the City at no cost to the City an approximately one-acre site on the location as shown on **Exhibit F-1** for the City's future water supply facilities, or upon a mutually agreed upon site. The Developer will deed such site to the City by separate instrument upon platting Phase 2 unless requested earlier by the City. In the event that the

City opts not to utilize such site for water supply facilities by 2028, it shall convey such site back to the Developer.

5. Article II, Section 2.2(a), Road Improvements, General is amended to add the following sentence:

“Unless otherwise agreed to by the Parties, Developer shall construct a street from Spring Branch Road to Old Plantersville Road simultaneously with the start of construction of utilities and paving for Phase III of the development. This street will have a 60' right-of-way with a 36' wide curb and gutter street. Parties further agree that Minor Residential Streets (as defined in the City subdivision ordinances) within the development shall be constructed as a variance from such subdivision ordinances as follows and as shown on **Exhibit G.**”

Minor Residential Streets:

- 1) Minimum Pavement Width – 24'
- 2) Right of Way Width – 50'.

6. Article II, Section 2.2, Road Improvements, is amended to add subsection (d)

d. Developer agrees to enter into a tri-party agreement with the City and Montgomery County regarding improving Old Plantersville Road along the boundaries of the Tract.

7. Article II, Section 2.4, Parks and Recreational Facilities, is amended to add the following sentence:

“The Developer shall construct a concrete multi-use trail along Old Plantersville Road in conjunction with the paving improvements along Old Plantersville Road and in accordance with its proposed Phasing Plan. Subdivision monumentation and landscaping will also coincide with paving improvements in accordance with Developer’s proposed Phasing Plan as shown on **Exhibit F-1**. The amenity/recreation center will be constructed in accordance with Developer’s obligations to its builders which generally will begin with home construction in Phase IB.”

8. Article II, Section 2.5. Development Regulations, is amended to add the following sentence:

“As a variance from City Code, Parties agree that the minimum side yard set back requirements between adjacent lots shall be reduced to five (5) feet setback on each property line (except as described herein) and there shall be no appurtenances, equipment, accessories, fixtures, appendages, extras, additions, etc. located within the side yard setback area. Notwithstanding the preceding sentence, at least twenty percent (20%) of shared side lot lines between two adjacent homes for each development phase as shown on the Phasing Plan (**Exhibit F-1**) will have no less than a total of fifteen (15) feet side yard setbacks as shown on the final plat.”

9. Except as specifically amended in this Amendment, the Agreement shall remain in full force and effect in accordance with its original terms and conditions. In the event of a conflict, the terms of this Amendment shall control.

(Signature Pages to Follow)

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

Redbird Meadow Development, LLC, a
Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____,
2023, by _____, _____ of Redbird Meadow Development, LLC, a
Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

(NOTARY SEAL)

CITY OF MONTGOMERY, TEXAS

Byron Sanford, Mayor

ATTEST:

Title: _____

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____, 2023, by Byron Sanford, Mayor, City of Montgomery, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

