

FIRST AMENDMENT TO WATER IMPACT FEE AGREEMENT
(DNT FRONTIER RETAIL CENTER)

THIS FIRST AMENDMENT TO WATER IMPACT FEE AGREEMENT (“Agreement”) is made and entered into this 29th day of February, 2024, by and between the **TOWN OF PROSPER, TEXAS** (“Prosper” or the “Town”), and **DNT FRONTIER, LP**, a Texas limited partnership (“Developer”), collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into a Water Impact Fee Agreement for the Frontier Retail Center on or about November 14, 2023 (“the Original Agreement”); and

WHEREAS, the Parties wish to clarify certain provisions of the Original Agreement, as referenced herein; and

WHEREAS, all remaining provisions of the Original Agreement shall remain in full force and effect, except to the extent referenced herein.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

1. **Amendment to Paragraph 4 of the Original Agreement.** Paragraph 4 of the Original Agreement is hereby amended in its entirety to read as follows:

4. **Reimbursements from Water Impact Fees.**

(a) Any reimbursement to Developer contemplated by this Agreement from someone other than the Developer, who shall receive credit of water impact fees as stated in Paragraph 3, shall come only from Water Impact Fees collected by the Town from eligible development expenses as described in this Agreement within FRC in the service area to be served by the Water Improvements as shown on **Exhibit C**, attached hereto. The Town will use its reasonable efforts to pay the Developer any reimbursement quarterly and as applicable, on January 15, April 15, July 15, and October 15 of each year beginning the first quarterly date after the Town accepts the Water Improvements. The reimbursement of water impact fees for the Water Improvements shall cease when the amount of credits and reimbursement equals the total sum of the construction costs as defined above. Attached hereto and incorporated by reference is **Exhibit D**, which exhibit reflects the current Estimated Construction Costs and anticipated water impact fees to be collected by Town and reimbursed to the Developer by the Town.

(b) Developer and Town acknowledge and agree that: (i) the Water Impact Fees credited and reimbursed may be less than the Water Improvement Costs to which Developer is entitled and Town does not guarantee the amount of Water Impact Fees that will be credited and reimbursed; (ii) after a period of ten (10) years, any shortfall between the Water Impact Fees credited and reimbursed and the Water Improvement Costs shall be paid to Developer from Town; and (iii) Water Impact Fees owed on the Property shall be paid in accordance with the Impact Fee Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the Effective Date.

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Mario Canizares
Title: Town Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2024, by Mario Canizares, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

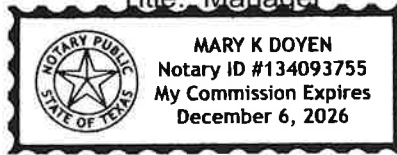
Notary Public, State of Texas
My commission expires: _____

DNT FRONTIER, LP,
a Texas limited partnership

By: DNT Frontier GP, LLC,
A Texas limited liability company
Its general partner

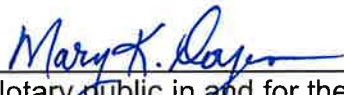
By: 
Printed Name: David Fogel
Title: Manager

STATE OF TEXAS)
)
COUNTY OF DALLAS)



Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared David Fogel, Manager of DNT Frontier GP, LLC, the general partner of DNT Frontier, LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated, on behalf of such entity.

Given under my hand and seal of office this 29th day of February, 2024.


Notary public in and for the State of Texas
My commission expires: 12/6/26