

CITY OF TUPELO

LEE COUNTY, MISSISSIPPI

**AMENDED REAL ESTATE DEVELOPMENT AGREEMENT**

This Amended Real Estate Development Agreement (“Agreement”) is entered this \_\_\_\_ day of \_\_\_\_, 202\_. (“Effective Date”) by and between the City of Tupelo, Mississippi, (“City”) by and through its governing authorities, and having an address of 71 East Troy Street, Tupelo, Mississippi 38804 and Butler Park, LLC (“Developer”) Mississippi business entities.

1. Governing Authority. This Development Agreement is governed by the City of Tupelo Development Code, effective November 1, 2013, particularly but not limited to Section 12.10 Subdivision and 12.11 Site Plan Review.
2. Background. Developer submitted a preliminary plat for approval, and same was approved by the Department of Development Services and the City of Tupelo Planning Committee. The developer has entered into a development agreement with the city, approved by the Mayor and the City Council on June 2, 2020, relative to all required public and private improvements, payment of fees, required securities, certification of insurance and any conditions placed on approval of the preliminary plat. See Exhibit “A”. The city issued a stop work order due to drainage issues arising on the west side of the subdivision adjoining some areas of the adjoining Rowan Oak neighborhood. The stop work order was lifted pending design of a drainage plan by the city and an amended development agreement.
3. Specific Conditions of Approval: The City’s approval of the preliminary plat and notice to proceed with construction is conditioned upon the following special conditions:
  - a. Developer will grant to City a temporary construction easement and permanent easement for ingress, egress and maintenance to and along the berm built on the west side of the property for the design and construction of a more comprehensive drainage solution for the Butler Park I and the Rowan Oak Drive neighborhood. Said easement shall be used by the city in such a manner as to minimize disturbance of Butler Park I and II property owners.
  - b. Developer and City will agree to a share of costs of this drainage work. Developer’s share of such costs shall not exceed \$15,000.
  - c. Developer will grant to City a temporary construction easement and permanent easement for ingress, egress and maintenance for the design and construction of a detention area on separate property Developer owns south of the expected flow of the drainage solution above. Said easement shall be used by the city in such a manner as to minimize disturbance of Butler Park I and II property owners.
  - d. A preliminary drainage plan is depicted and attached as Exhibit “B”.

4. Upon developer's payment to the city of its agreed share of costs and grant of the easements above for the comprehensive drainage solution contemplated herein, Developer shall bear no further responsibility, financial or otherwise, for drainage issues affecting Rowan Oak neighborhood.

5. All other conditions of the Real Estate Development Agreement of June 2, 2020, remain in full force and effect.

6. Council Approval. This Amended Real Estate Development Agreement has been approved by the Tupelo City Council on \_\_\_\_\_, 2022 and spread upon the minutes reflecting of that date.

So agreed this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**DEVELOPER** \_\_\_\_\_

\_\_\_\_\_

**By:** \_\_\_\_\_, **its**

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**CITY OF TUPELO, MISSISSIPPI**

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**By: Todd Jordan, its Mayor**