

AFTER RECORDING, RETURN TO:

**City of Allen
Attn: City Secretary
305 Century Plaza
Allen, Texas 75013**

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**STATE OF TEXAS § FIRST AMENDMENT TO PROJECT DEVELOPMENT
 § AGREEMENT
COUNTY OF COLLIN §**

This **First Amendment to Project Development Agreement** (“**First Amendment**”) is by and among the **City of Allen, Texas** (“**City**”), **Allen Economic Development Corporation** (“**AEDC**”), and **The Farm Development Co.**, a Texas corporation (“**Company**”) (collectively “**the Parties**” and individually as a “**Party**”), acting by and through their duly authorized representatives.

RECITALS

WHEREAS, the Parties entered into that certain *Project Development Agreement* (the “**Agreement**”) dated and effective February 10, 2021, relating to the development of approximately 135 acres of land owned by Company located at the southeast corner of Alma Road and State Highway 121 in Allen, Texas, said land being more completely described in Exhibit “A” to the Agreement (the “**Land**”); and

WHEREAS, a true and correct copy of the Agreement was recorded on March 3, 2021, as Instrument No. 20210303000422320, in the Official Public Records of Collin County, Texas; and

WHEREAS, Article VII of the Agreement sets forth certain agreements regarding the building materials to be incorporated into the design and construction of buildings to be constructed on the Land; and

WHEREAS, since the Effective Date of the Agreement, Company has proceeded with the design of the Project and determined that certain amendments to Section 7.2 of the Agreement are necessary to be more in line with the design of the Project and beneficial to the development of the Project; and

WHEREAS, City and AEDC have reviewed the requested changes and desire to agree to certain amendments to Section 7.2 if the Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions**: Unless the context clearly indicates a different definition, defined words and phrases as used in this First Amendment shall have the same meaning set forth in the Agreement.
2. **Amendments**: Section 7.2 of the Agreement is amended to read as follows:

7.2 **Building Materials Standards**. Company agrees the buildings and structures constructed on the Land shall be designed and constructed in accordance with the following exterior building materials standards:

(a) In the Tollway Character District, Neighborhood-North Character District, Neighborhood-South Character District, Creek Character District, the following buildings used for the following identified purposes shall be designed and constructed as follows:

(1) *Retail and Restaurant*. All main building exterior wall construction materials for retail or restaurant uses in a mixed-use building or in a stand-alone building (excluding doors and windows) that are exposed shall be constructed as follows:

(i) Not less than eighty-five percent (85%) of the exterior building facade must consist of Masonry Building Materials;

(ii) Metal, wood and cementitious board with a minimum 30- year life warranty may be used in any combination over an area not greater than fifteen percent (15%) of the surface area of the exterior building facade; and

(iii) Synthetic stucco (such as exterior finish and insulation system (EFIS)) may be installed as an architectural accent material on an area not greater than ten percent (10%) of the surface area of the exterior building facade.

(2) *Office*. With respect to office uses, all main building exterior wall construction materials (excluding doors and windows) that are exposed shall be constructed subject to the following:

(i) Not less than eighty-five percent (85%) of the surface area of the exterior building facade must consist of Masonry Building Materials or architectural composite panel;

(ii) Metal, wood, and cementitious board (with a minimum 30- year life warranty), may be used in any combination over an area not greater than fifteen percent (15%) of the exterior surface of the building facade; and

(iii) Synthetic stucco (such as exterior finish and insulation system (EFIS)) may be installed as an architectural accent material, not greater than ten percent (10%) of the surface area of the exterior building façade.

(3) *Hotel.* With respect to hotel uses, all main building exterior wall construction materials (excluding doors and windows) that are exposed shall be constructed subject to the following:

(i) Not less than seventy-five percent (75%) of the surface area of the exterior building facade shall consist of Masonry Building Materials;

(ii) Metal, composite panel, wood, and cementitious board with a minimum 30-year life warranty, may be used in any combination over an area not greater than twenty-five percent (25%) of the surface area of the exterior building facade; and

(iii) Synthetic stucco (such as exterior finish and insulation system (EFIS)) may be installed as an architectural accent material over an area not to exceed ten percent (10%) of the surface area of the exterior building facade.

(4) *Urban Residential.* With respect to building constructed for Urban Residential uses, all main building exterior wall construction materials(excluding doors and windows) that are exposed shall be subject to the following:

(i) Not less than seventy percent (70%) of the surface area of the exterior building facade shall consist of Masonry Building Materials;

(ii) Not greater than fifteen percent (15%) of the surface area of the exterior building may consist of wood materials;

(iii) Metal and cementitious fiber board (with a minimum 30- year life warranty), may be installed in any combination over an area not greater than fifteen percent (15%) of the surface area of the exterior building facade; and

(iv) Synthetic stucco (such as exterior finish and insulation system (EFIS)) may be installed as an architectural accent material over an area not greater than ten percent (10%) of the surface area of the exterior building facade.

(5) *Townhomes.* With respect to townhome uses, all main building exterior wall construction materials (excluding doors and windows) that are exposed shall be constructed subject to the following:

(i) Not less than seventy percent (70%) of the surface area of the exterior building facade shall consist of Masonry Building Materials, or cementitious fiber board (with a minimum 30-year life warranty);

(ii) Not greater than fifteen percent (15%) of the surface area of the exterior building may consist of wood and metal materials; and

(iii) Synthetic stucco (such as exterior finish and insulation system (EFIS)) may be installed as an architectural accent material over an area not greater than fifteen percent (15%) of the surface area of the exterior building facade.

(b) The exterior facades of buildings constructed in the Central Character District, regardless of use, shall be designed and constructed subject to the following:

(1) Not less than fifty percent (50%) of the non-glazed area of the surface of the exterior building facade may consist of Masonry Building Materials, cast and/or pre-cast concrete, and/or three coat stucco;

(2) Metal panels (including composite metal panels,

corrugated metal panels, flat metal sheet) may be installed on an area not greater than fifty percent (50%) of the non-glazed wall area of the exterior building facade;

(3) Exposed metal structure shall be allowed for an area not to greater than ten percent (10%) of the non-glazed wall area of the exterior building facade;

(4) Composite/cementitious board with a minimum 30-year life warranty may be installed on an area not greater than fifty percent (50%) of non- glazed wall area of the exterior building facade;

(5) Natural wood, consisting only of treated wood, cedar, and/or redwood species may be used as siding or as exposed structure, boards and shingle forms, may be installed on an area not greater than fifty percent (50%) of non-glazed wall area of the exterior building facade; and

(6) Synthetic stucco (such as exterior insulation and finish system - EIFS) may be installed solely as architectural accents over an area not to not greater than ten percent (10%) of the non-glazed exterior wall area of the exterior building facade.

The percentages noted above regarding exterior materials for the Central Character District apply to all buildings within the Central Character District on a cumulative basis. The amounts of each material on an individual building may vary from the percentages indicated. The Company shall maintain a summary tabulation of the exterior wall material amounts and percentages for the Central Character District and submit on an annual basis to the City's Director of Community Development.

(c) Accessory buildings in all character districts shall be constructed of materials that complement the main structure.

(d) In all character districts, rear facades visible from adjoining properties and/or a public right-of-way shall be of a finished quality and consist of colors and materials that blend with the remainder of the building's primary facade(s).

(e) The percentage of building facade materials required herein may be increased by up to ten percent (10%) by approval of the City of Allen Planning and Zoning Commission. No zoning ordinance amendment is required for such approval.

(f) The provisions of this Section of this Agreement shall remain in effect and not be affected by any future change as it relates to exterior building

materials made to the Allen Land Development Code.

2. **Recording**. The Parties agree this First Amendment shall be following the Effective Date.
3. **Counterparts**. This First Amendment may be executed by the Parties in separate counterparts; each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the Parties.
4. **Agreement Remains Effective**. The Parties acknowledge and agree that the Agreement, as amended by this First Amendment, remains in full force and effective.
5. **Effective Date**. This First Amendment shall be effective when signed by authorized representatives of all of the Parties (the "**Effective Date**").

(Signatures on Following Page)

City's Signature Page

SIGNED AND AGREED this _____ day of _____, 2021.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:

Shelley B. George, TRMC, MMC
City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Acknowledged be me, the undersigned authority, this ___ day of _____, 2021, by Eric Ellwanger, City Manager of the City of Allen, a Texas home rule municipality, for and on behalf of said municipality.

Notary Public, State of Texas

AEDC Signature Page

SIGNED AND AGREED this _____ day of _____, 2021.

ALLEN ECONOMIC DEVELOPMENT CORPORATION

By: _____
Daniel Bowman, Executive Director/CEO

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Acknowledged be me, the undersigned authority, this ___ day of _____, 2021, by Daniel Bowman, Executive Director/CEO of the Allen Economic Development Corporation, a Texas non-profit corporation, for and on behalf of said corporation.

Notary Public, State of Texas

Company's Signature Page

SIGNED AND AGREED this _____ day of _____, 2021.

THE FARM DEVELOPMENT CO.

By: _____
Robert J. Johnson, Jr., Director

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Acknowledged be me, the undersigned authority, this ___ day of _____, 2021, by Robert J. Johnson, Jr., Director of The Farm Development Co., a Texas corporation, for and on behalf of said corporation.

Notary Public, State of Texas