

SECOND AMENDMENT TO
ECONOMIC DEVELOPMENT PROGRAM AGREEMENT, REVISED
WITH RIDGE RANCH

This SECOND AMENDMENT TO ECONOMIC DEVELOPMENT PROGRAM AGREEMENT, REVISED WITH RIDGE RANCH (the "Second Amendment") is executed by the City of Mesquite, Texas, a Texas home-rule municipality ("City") and W.A. Ridge Ranch, LLC, a Texas Limited Liability Company ("Ridge Ranch") to be effective on the latest date signed by City and Ridge Ranch.

WHEREAS, City and Ridge Ranch originally entered into that certain ECONOMIC DEVELOPMENT PROGRAM AGREEMENT on November 2, 2009 (the "380 Agreement") to promote economic development and stimulate business and commercial activity in conjunction with property located near the intersection of Cartwright Road and Lawson Road; and

WHEREAS, said 380 Agreement was subsequently revised pursuant to that certain ECONOMIC DEVELOPMENT PROGRAM AGREEMENT, REVISED adopted on March 21, 2011 (the "Revised Agreement"); and

WHEREAS, said Revised Agreement was subsequently revised pursuant to that certain AMENDMENT TO ECONOMIC DEVELOPMENT PROGRAM AGREEMENT, REVISED WITH RIDGE RANCH adopted on August 19, 2013 (the "First Amendment"); and

WHEREAS, City and Ridge Ranch desire to amend the Revised Agreement to change the date of certain requirements of Ridge Ranch covenants stated therein, and to finalize and execute this Second Amendment and to authorize administration of the 380 Agreement, as revised and amended, by the City Manager.

NOW, THEREFORE, in consideration for the mutual obligations of City and Ridge Ranch under this Second Amendment, and for other good and valuable consideration the receipt and adequacy of which are acknowledged, the parties hereto agree to amend the Revised Agreement as follows:

1. Section 5b of the Revised Agreement is hereby amended to read as follows:
 - b. Ridge Ranch, or assigns, shall have 26 lots, plus or minus 10 percent, available for delivery to homebuilders upon approval of platting for Phase 1-B of the development. An additional 150 lots, plus or minus 10 percent, shall be available for delivery to homebuilders no later than the third quarter of 2020. Construction of such homes shall begin by 2019 and be completed by December 31, 2036.

2. Section 3 of the Revised Agreement is hereby amended to read as follows:

Term.

This Second Amendment shall be effective as of the date of execution by all parties. This

380 Agreement, as revised by the Revised Agreement and amended by the First Amendment, is valid for a twenty-two (22) year term from the date of execution of this Second Amendment by both parties.

3. Effect of Amendment. This Second Amendment amends the Revised Agreement, as amended, in no other manner except as expressly set forth herein. In the event there is any conflict between this Second Amendment and the Revised Agreement, as amended by the First Amendment, the terms and provisions of this Second Amendment shall control.
4. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be considered an original and all of which, when taken together, shall constitute one and the same instrument.
5. Signatures. City and Ridge Ranch hereby expressly agree that this Second Amendment may be executed by a facsimile, digitally or electronically-scanned signature and that such facsimile, digital or electronically-scanned signature shall constitute an original signature for all purposes.
6. Effective Date of Amendment. This Second Amendment shall be effective only upon execution by City and Ridge Ranch.

EXECUTED AS OF THE EFFECTIVE DATE.

ATTEST:

THE CITY OF MESQUITE, TEXAS
A Texas home rule municipality

By: _____

Printed Name: Sonja Land
Title: City Secretary

By: _____

Printed Name: Cliff Keheley
Title: City Manager

APPROVED AS TO FORM:

By: _____

City Attorney or her Designee

Date: _____

W. A. RIDGE RANCH, LLC
A Texas Limited Liability Company:

By: _____

Printed Name: Billy W. White, Sr.
Title: Managing Member