

FIRST AMENDMENT TO THE PARKWOOD COLLISION II DEVELOPMENT AGREEMENT

This First Amendment (“First Amendment”) to the Parkwood Collision II Development Agreement as amended, (“Agreement”) is made by and between BUCKMAN PARTNERSHIP LTD (“Developer”) and the TOWN OF LITTLE ELM, TEXAS (the “Town”) (collectively, the “Parties”), to be effective as of the Effective Date (defined herein). Capitalized terms not defined herein shall have the respective meanings given to them in the Agreement.

SECTION 1 **RECITALS**

WHEREAS, on or about May 16, 2023, the Town and Developer entered into the original Parkwood Collision II Development Agreement (hereinafter referred to as the “Original Agreement”) relating to the development of approximately 6.41 acres of land within the Town of Little Elm, Denton County, Texas (the “Property”); and

WHEREAS, on or about May 16, 2023, the Town approved Ordinance No. 1709, which amended the zoning of approximately 4.219 acres of property subject to the Development Agreement to be utilized for modern production collision repair purposes from Light Commercial (LC) to Planned Development-Light Commercial (PD-LC) with modified development standards and uses, and established a coordinated concept site plan for approximately 2.191 acres of property within the Town’s extraterritorial jurisdiction;

WHEREAS, Developer has requested that a portion of the Property, consisting of approximately 2.191 acres of property within the Town’s extraterritorial jurisdiction, generally located 26912 East University Drive, more specifically described in **Exhibit A**, in order to revise the Concept Plan; and

WHEREAS, the Parties have negotiated and agreed upon site plan amendments to the existing Concept Plan for this particular portion of the Property, which are attached hereto as **Exhibit B** and incorporated herein by reference, to reflect the continuation of previously agreed upon concept site plan with provided revisions; and

WHEREAS, after due deliberations and consideration, the Town Council of the Town of Little Elm, Texas, has determined that the requested amendment would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm; and

WHEREAS, the Parties now wish to enter into this First Amendment to amend the Concept Plan of the Original Agreement to reflect these revisions.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in the Agreement and this First Amendment, and for good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

1. **Amendment to Development Agreement.** The following Section of the Development Agreement shall be revised as follows:

- (a) Exhibit B, which contains Ordinance No. 1709 – Parkwood Collision II Planned Development.
 - a. Exhibit C, which depicts the overall Concept Plan, shall be amended to reflect the negotiated site layout revision only on the 2.191-acre portion of the Property within the Town’s extraterritorial jurisdiction.

2. **Miscellaneous Provisions.**

(a) **Amendments.** This First Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this First Amendment. No alteration of or amendment to this First Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Amendment shall lie in the state district courts of Denton County, Texas.

(c) **Binding Obligations.** This First Amendment shall become a binding obligation on the signatories upon the execution by all signatories hereto. Town warrants and represents that the individual executing this First Amendment on behalf of the Town has full authority to execute this First Amendment and bind the Town to same. Developer warrants and represents that the individual executing this First Amendment on Developer’s behalf has full authority to execute this First Amendment and bind it to same.

(d) **Caption Headings.** Caption headings in this First Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of this First Amendment.

(e) **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) **Effective Date.** The effective date (the “Effective Date”) of this First Amendment shall be the date of the latter to execute this First Amendment by the Town and Developer.

(g) **Original Agreement.** All of the terms, conditions, and obligations of the Original Agreement shall remain in full force and effect except where specifically modified by this First Amendment.

(h) Severability. The provisions of this First Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this First Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of this First Amendment shall be enforced as if the invalid provision had never been included.

(i) Time is of the Essence. Time is of the essence in the performance of this First Amendment.

3. **Statutory Verifications:** The Developer makes the following representation and verifications to enable the Town to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term

of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

4. **Form 1295.** Submitted herewith is a completed Form 1295 in connection with the Developer’s participation in the execution of this Second Amendment generated by the Texas Ethics Commission’s (the “**TEC**”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “**Form 1295**”). The Town hereby confirms receipt of the Form 1295 from the Developer, and the Town agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Developer and the Town understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the Town nor its consultants have verified such information.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

DEVELOPER:

TOWN OF LITTLE ELM, TEXAS

BUCKMAN PARTNERSHIP, LTD

By: _____

Matthew Rinker

By: _____

Matt Mueller

Town Manager

Date: _____

Date: _____

ATTEST:

By: _____

Caitlan Biggs

Town Secretary

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

DEVELOPER:

BUCKMAN PARTNERSHIP, LTD

By: 

Matthew Rinker

Date: 1/15/25

TOWN OF LITTLE ELM, TEXAS

By: _____

Matt Mueller

Town Manager

Date: _____

ATTEST:

By: _____

Caitlan Biggs

Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2025, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, 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 purposes and consideration therein expressed.

[Seal]

By: _____

Notary Public, State of Texas

My Commission Expires:

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this _____ day of _____, 2025, personally appeared _____, 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 purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

[Seal]

By: _____

Notary Public, State of Texas

My Commission Expires:

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2025, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, 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 purposes and consideration therein expressed.

[Seal]

By: _____

Notary Public, State of Texas

My Commission Expires:

STATE OF TEXAS §
 §
COUNTY OF Collin §

Before me, the undersigned authority, on this 25th day of January, 2025, personally appeared Matthew Rinker, 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 purposes and consideration therein expressed and in the capacity of a duly authorized representative of Buckman Partnership Ltd.

[Seal]

By: Jennifer Lynne Thompson

Notary Public, State of Texas

My Commission Expires: 4/6/2026



EXHIBIT A

LEGAL DESCRIPTION

LOT 2, BLOCK A, PARKWOOD COLLISION II

BEING a tract of land situated in the Jose Gonzales Survey, Abstract No. 447, and being that same tract of land (called Tract Two) conveyed to BUCKMAN PARTNERSHIP, LTD., by deed recorded in Instrument Number 2022-138948, Official Public Records, Denton County, Texas, and being more particularly described by metes and bounds:

BEGINNING at a 5/8 inch iron rod with yellow cap stamped "RPLS 4087" found for corner, said corner being the Northeast corner of that tract of land conveyed to Outpost Hunting World, LLC, by deed recorded in Document No. 2021-176816, Official Public Records, Denton County, Texas, same being in the South Right-of-Way line of US Highway 380 (a variable width Right-of-Way);

THENCE South 88 degrees 31 minutes 26 seconds East, along the South Right-of-Way line of said US Highway 380, a distance of 73.88 feet to a 5/8 inch iron rod with yellow cap found for corner, from which a Concrete Monument found for witness bears South 07 degrees 19 minutes 00 seconds East, a distance of 0.64 feet;

THENCE South 82 degrees 48 minutes 48 seconds East, along the South line of said US Highway 380, a distance of 201.00 feet to a 5/8 inch iron rod with yellow cap stamped "TX Dot" found for corner;

THENCE South 88 degrees 31 minutes 26 seconds East, along the South line of said US Highway 380, a distance of 104.06 feet to a 5/8 inch iron rod with yellow cap found for corner, said corner being a Northwest corner of a tract of land conveyed to Denton County Fresh Water District No. 10, by deed recorded in Instrument No. 2004-119562, Official Public Records, Denton County, Texas;

THENCE along said Denton County, Fresh Water tract the following bearings and distances:

South 31 degrees 26 minutes 00 seconds West, a distance of 309.49 feet to a 5/8 inch iron rod with yellow found for corner;

South 53 degrees 01 minute 58 seconds West, a distance of 130.24 feet to a 5/8 inch iron rod found for corner;

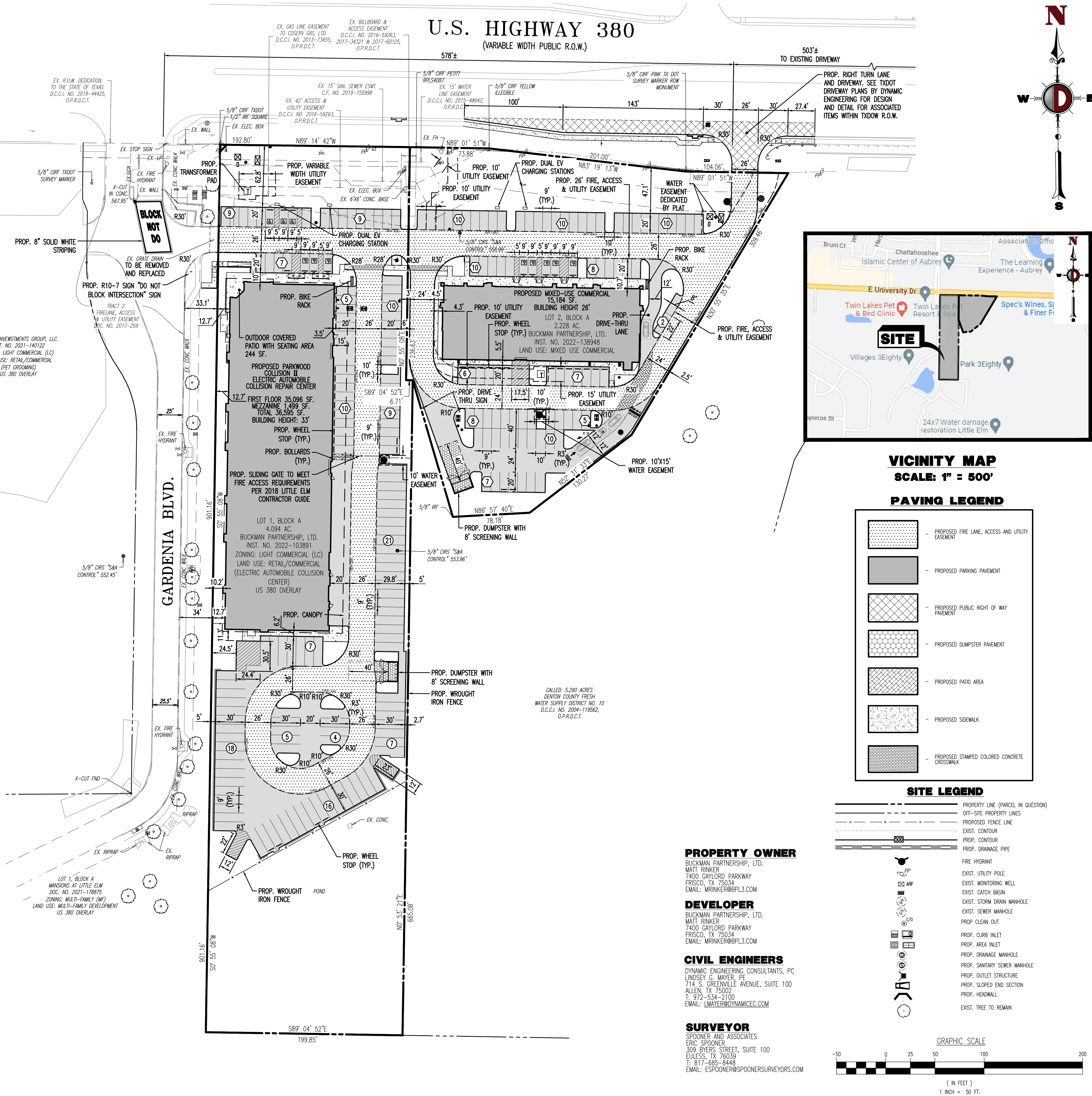
South 87 degrees 28 minutes 05 seconds West, a distance of 78.18 feet to a 5/8 inch iron rod with yellow cap found for corner;

North 15 degrees 51 minutes 57 seconds West, a distance of 144.42 feet to a 1/2 inch iron rod with yellow cap stamped "CBG Surveying" set for corner, said corner being in the East line of said The Outpost Hunting World tract;

THENCE North 01 degree 23 minutes 35 seconds East, along the East line of said The Outpost Hunting World tract, a distance of 236.72 feet to the POINT OF BEGINNING and containing 95,451 square feet or 2.19 acres of land.

EXHIBIT B
REVISED CONCEPT PLAN

Site Data Summary Chart			
Site Data Summary	Existing/Required LC	Proposed Auto Repair Center	Proposed Commercial Site
Existing Zoning	LC	Proposed LC PD	Proposed LC PD
Front Setback	20' Min. 100' Max.	63.3'	63.3'
Side Setback	No minimum	varies	varies
Rear Setback	No minimum	varies	varies
Land Use Designation	Retail/Commercial	Retail/Commercial	Retail/Commercial
Gross Acreage		4.09	2.23
Net Acreage		4.09	2.23
Number of Proposed Lots		1	1
Percentage of Site Coverage		20.8%	17.3%
Area of Open Space (SF)		66,022	24,800
Percentage of Open Space		37.1%	25.5%
Percentage of Landscape		35.7%	27.3%
Area of Impervious Coverage (SF)		114,615	70,612
Percentage of Impervious Coverage		64.3%	72.7%
Proposed Building Area (square footage footprint)			
Including Patio Areas	-	36,994	16,760
Number of Single-Story Buildings	-	-	1
Number of Two-Story Buildings	-	1	-
Maximum Building Height	60'	33'	26'
Proposed Floor Area (SF)			
Include Patio Areas	-	38,493	16,760
Proposed Floor Area by Use			
Warehouse (SF)			
1 per 1000 SF of floor area plus 1 per employee on the maximum working shift		33,746	
Office (SF)			
1 per 300 SF of floor area		2,849	
Retail/Restaurant (SF)			
1 per 200 SF of floor area			16,760
Required Parking		59	84
Provided Parking			
Standard		53	86
Handicap		6	5
Total		59	91
Inventory Parking		78	-
Electric Vehicle Charging Infrastructure			
1 per 25 required parking stalls		3 Min.	4 Min.
Bicycle Racks			
1 each		1	1
Required Loading Spaces			
Bldg. SF (25,001 to 50,000)			
1 space		1	-



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5	09/25/24	SEWALK MODIFICATIONS	LGM	
6	11/05/24	GRATE REMOVAL	LGM	
5	09/25/24	ADA STALL RELOCATION	LGM	
4	07/30/24	ADA STALL RELOCATION	LGM	
3	07/09/24	DRIVEWAY REVISION	LGM	
2	05/01/24	SIDEWALK REVISION	LGM	
1	03/01/24	SIDEWALK, CROSSWALK, AND RAMP REVISIONS	LGM	
REV.	DATE	COMMENTS		

THIS PLAN SET IS FOR PERMITTING PURPOSES ONLY AND MAY NOT BE USED FOR CONSTRUCTION

DRAWN BY: UK
DESIGNED BY: RG
CHECKED BY: LGM

PROJECT: **PARKWOOD COLLISION II**
BUCKMAN PARTNERSHIP, LTD.
BLOCK A, LOTS 1 AND 2
2667/8 E. UNIVERSITY DR. (US-380)
TOWN OF LITTLE ELM, DEVON COUNTY, TEXAS

SDV-23-02020

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Texas Registered Engineering Firm No. F-13660
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01/13/2025

STATE OF TEXAS
LINDSEY G. MAYER
107537
LICENSED PROFESSIONAL ENGINEER

LINDSEY G. MAYER
PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 107537

TITLE: **REVISED SITE PLAN**

SCALE: (H) 1"=50'
(V) 1"=50'

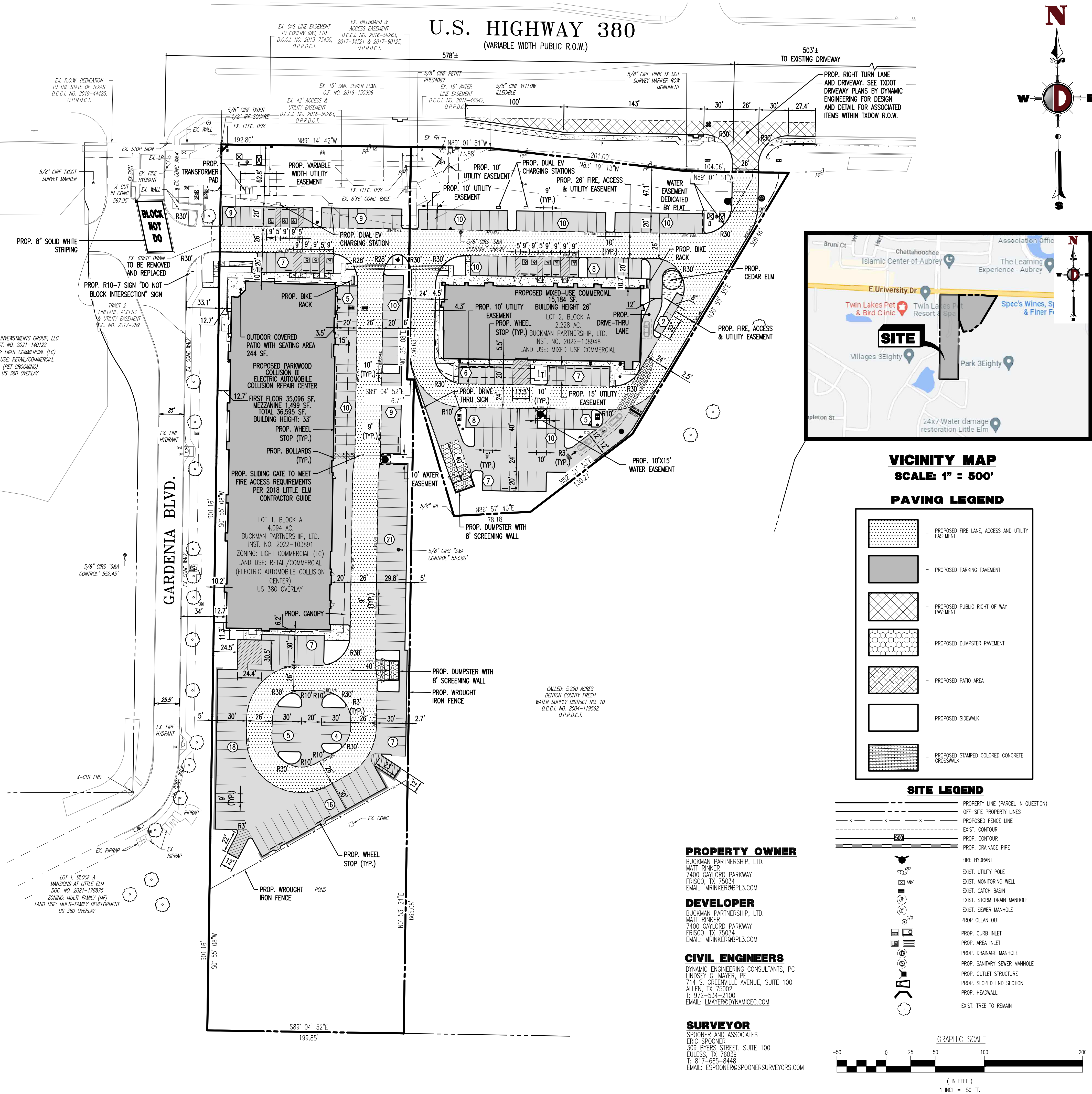
DATE: 01/13/2025

PROJECT No: 4704-23-00656

SHEET No: **1 OF 1**

Rev. #: 10

Site Data Summary Chart			
Site Data Summary	Existing/Required LC	Proposed Auto Repair Center Proposed LC PD	Proposed Commercial Site Proposed LC PD
Existing Zoning	20' Min. 100' Max.	63.3'	63.3'
Front Setback	No minimum	varies	varies
Side Setback	No minimum	varies	varies
Rear Setback	Land Use: Retail/Commercial (LC) US 380 Overlay	Retail/Commercial	Retail/Commercial
Land Use Designation			
Gross Acreage	4.09	2.23	
Net Acreage	4.09	2.23	
Number of Proposed Lots	1	1	
Percentage of Site Coverage	20.8%	17.3%	
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Number of Two-Story Buildings	-	1	-
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Handicap		6	5
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1 per 25 required parking stalls		3 Min.	4 Min.
Bicycle Racks	1 each	1	1
Required Loading Spaces	Bldg. SF (25,001 to 50,000) 1 space	1	-



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5	09/25/24	DRIVE THRU ADDITION	LGM	
6	11/05/24	DRIVE THRU ADDITION	LGM	
5	09/25/24	DRIVE THRU ADDITION	LGM	
4	07/30/24	DRIVE THRU ADDITION	LGM	
3	07/09/24	DRIVE THRU ADDITION	LGM	
2	05/01/24	DRIVE THRU ADDITION	LGM	
1	03/01/24	DRIVE THRU ADDITION	LGM	
REV.	DATE	COMMENTS		

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DESIGNED BY: LGM
CHECKED BY: LGM
DRAWN BY: LGM

PROJECT: **PARKWOOD COLLISION II**
BUCKMAN PARTNERSHIP, LTD.
BLOCK A, LOTS 1 AND 2
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01/13/2025

LINDSEY G. MAYER
PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 107537

TITLE: **DRIVE THRU LANDSCAPE REVISION**

SCALE: (H) 1"=50'
(V) 1"=10'

DATE: 01/13/2025

PROJECT NO: 4704-23-00656

SHEET NO: **1 OF 1**

Rev. #:

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