

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**AMENDMENT TO RESIDENTIAL DEMOLITION/REBUILD
PROGRAM INCENTIVE AGREEMENT**

This Amendment to Residential Demolition/Rebuild Program Incentive Agreement (“Amendment”) is by and between the City of Farmers Branch, Texas (“City”) and Malcolm D. Woody (“Property Owner”), acting individually or through authorized representatives. .

WHEREAS, the Parties have entered into a Residential Demolition/Rebuild Program Incentive Agreement (“Agreement”) on or about July 16, 2024, providing for the City’s payment of certain grant funding under the City’s Demolition/Rebuild Program; and

WHEREAS, the Agreement offers grant funding under specific enumerated conditions which, based on representations of the Property Owner, have changed subsequent to the City’s approval of the Agreement, but to which changed conditions the City does not object; and

WHEREAS, the change in grant conditions necessitates this Amendment, as provided for hereinafter.

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

1. The definition of “New Residence” in Article II (“Definitions”) and subsection (g) of Section 5.1 of the Agreement by and between the City and Property Owner are hereby revised, without amendment or repeal of any other section or part of the Agreement, as follows: [struck-through wording indicates deleted wording; underlined wording indicates added wording]

Article II Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

...

“New Residence” means a new one family detached dwelling to be constructed on the Land, as approved by City as an Approved Project, excluding the Land, which has a floor area of not less than 3,153 square feet of air-conditioned space and a Taxable Value (not including the Land) of not less than \$380,000 as of January 1st of the calendar year following the date of Completion of Construction.

...

Article V Termination

Section 5.1 This Agreement shall terminate upon the occurrence of any one of the following:

...

(g) If upon Completion of Construction of the New Residence, the New Residence contains less than 3,153 square feet of air-conditioned space as set forth in the definition of "New Residence" herein and City provides Property Owner notice of termination, in which case termination shall be immediate;

...

2. All other terms and provisions of the Agreement shall remain in full force and effect except as specifically modified by the terms of this Amendment.

EXECUTED and effective as of the last date of signature below.

City of Farmers Branch, Texas

By: _____
Benjamin W. Williamson
City Manager

Date: _____

Attest:

Approved as to Form:

By: _____
Stacy Henderson, City Secretary

By: _____
Whitt L. Wyatt, City Attorney

Property Owner

By: _____
Malcolm D. Woody

Date: _____

ACKNOWLEDGEMENT

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BEFORE ME, the undersigned authority, on this day, personally appeared Malcolm D. Woody, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this is the 22nd day of OCTOBER 2024.

Notary Public in and for the State of Texas

My Commission Expires: _____