

**FIRST AMENDMENT OF THE  
HIGHLAND VILLAGE 2  
DEVELOPMENT AGREEMENT**

**THE STATE OF TEXAS           §**  
  §  
**COUNTY OF WILLIAMSON       §**

This First Amendment to the Development Agreement for Highland Village 2 (this “Amendment”) is entered into by and between GTB Development, Inc. (Developer) and the City of Georgetown, a Texas home-rule city located in Williamson County, Texas (the “City”), collectively referred to as the “Parties,” to be effective September 24, 2019 (the “Effective Date”).

**ARTICLE I  
RECITALS**

**WHEREAS**, the Parties are party to a certain Development Agreement effective May 10, 2018, recorded as Document No. 2018041819 in the Official Public Records of Williamson County, Texas (the “Agreement”); and

**WHEREAS**, Developer owns the Highland Village 2 Property located in the City’s extraterritorial jurisdiction (“ETJ”) in Williamson County, Texas (the “County”) as further described in Exhibit D of the Agreement; and

**WHEREAS**, the Parties desire to amend the Agreement as it relates to the construction of Water Line 2; and

**WHEREAS**, Chapter 212 of the Local Government Code all a municipality to enter into an agreement with a developer of land to construct public improvements related to the development;

**WHEREAS**, the City requests that Developer construct and oversize Water Line 2 as herein defined in order to meet water demands;

**WHEREAS**, the Parties agree that it is in the best interest of the Parties to amend the Agreement to provide for a participation agreement to complete Water Line 2;

**NOW, THEREFORE**, for and in consideration of the mutual obligations of the Parties set forth in this Amendment, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE II  
AMENDMENTS TO THE AGREEMENT**

2.1 Amendments to Section 1.37 of the Agreement.

(a) Section 1.37 of the Agreement is hereby deleted in its entirety and replaced with the following:

1.37 Water Line 2 means the water line to be constructed in accordance with Applicable Laws and this Agreement and being a minimum of twenty-four inches (24”) in diameter extending from the terminus of Water Line 1 (defined herein) along the northern side of Ronald Reagan Blvd thence westward to the westernmost boundary of the Highland Village 2 Property (defined herein), the general location of which is shown on **Exhibit G**.

2.2 Addition of Section 1.40 to the Agreement.

(a) Section 1.40 is hereby added to the Agreement as follows:

1.40 Oversize Costs mean the actual costs of oversizing of Water Line 2 from a 12” line to a 24” line.

2.3 Amendments to Section 7 of the Agreement.

(a) Section 7 of the Agreement is hereby deleted in its entirety and replaced with the following:

## 7. Water Line 2

### 7.01 Developer Responsibilities

7.01.01 Developer shall be responsible for the entire up front expense for Water Line 2 including all engineering and construction services.

7.01.02 Water Line 2 shall be built to the plans and specifications for the construction of such public improvements as approved and accepted by the City prior final acceptance/occupancy of any single family residences located with the Highland Village 2 Property limits.

7.01.03 The Developer will designate a contact person available to answer questions on behalf of Developer.

### 7.02 City Responsibilities

**7.02.01** Within 90 days of completion of Water Line 2 and acceptance of Water Line 2 by the City, the City shall reimburse Developer for the full amount of the Oversize Costs for the Water Line 2 Improvements as long as the total costs for easement acquisition, engineering design, and construction do not exceed the budgeted \$449,425.00. Any

reimbursement exceeding the budgeted amount must be approved by the City Council.

**7.02.02**The City will designate a contact person available to answer questions on behalf of the City. The contact person for this Agreement is Wesley Wright, Systems Engineering Director. The secondary contact person for this Agreement is Travis Baird, Real Estate Services Manager.

**7.02.03**Upon completion of the Project, the City will own and maintain the Improvements.

### **ARTICLE III MISCELLANEOUS**

3.1 Defined Terms. Except as otherwise provided herein, other terms which are not defined in this Amendment, but which are delineated with initial capital letters and are defined in the Agreement will have the same meanings in this Amendment as in the Agreement.

3.2 Effect on Agreement. Except as amended by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

3.3 Recitals. The Recitals set forth in Article I, above, are hereby found by all Parties to be true and correct and are incorporated herein and made part of this Amendment.

3.4 Multiple Counterparts. To facilitate execution, this Amendment may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart, and the signature pages from separate, individually executed counterparts may be combined to form multiple, fully executed counterparts. All executed counterparts of this Amendment shall be deemed to be originals.

3.5 Recordation. This Amendment shall be recorded in the records of Williamson County at Owner's expense. Owner shall obtain and record subordination agreements for any lender liens or security interests that are prior to the time of recordation of this Amendment.

*[THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK.]  
[SIGNATURE PAGES IMMEDIATELY FOLLOW.]*

IN WITNESS WHEREOF, the undersigned Parties have executed this Amendment on the dates indicated below.

**CITY:** **CITY OF GEORGETOWN, TEXAS**

By: \_\_\_\_\_  
Dale Ross, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Charlie McNabb, City Attorney

STATE OF TEXAS                    §  
  §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Dale Ross, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

\_\_\_\_\_  
Notary Public Signature

IN WITNESS WHEREOF, the undersigned Parties have executed this Amendment on the dates indicated below.

**DEVELOPER:**

**GTB DEVELOPMENT, INC.  
2005 BIRDCREEK DR. SUITE 211  
TEMPLE, TEXAS 76502**

By: \_\_\_\_\_  
Vernon W. Barge III, President

STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Vernon W. Barge III, President of GTB Development, Inc.

(seal)

\_\_\_\_\_  
Notary Public Signature