

**FIRST AMENDMENT
TO
AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANGLETON
AND TEJAS ANGLETON DEVELOPMENT COMPANY**

This *First Amendment to the Amended and Restated Development Agreement Between the City of Angleton and Tejas Angleton Development Company* ("First Amendment") is made and entered into by and between the City of Angleton, Texas (the "City"), a home-rule municipality in Brazoria County, Texas, acting by and through its governing body, the City Council, City of Angleton ("Council") and Tejas Angleton Development LLC ("TAD"), a Texas Limited Liability Company and Austin Colony Development, LLC ("Developer"), a wholly-owned subsidiary of Tejas Angleton Development, LLC ("TAD").

RECITALS

WHEREAS, the City Council approved the *Amended and Restated Development Agreement Between the City of Angleton and Tejas Angleton Development Company* dated March 11, 2025 (the "Agreement"); and

WHEREAS, TAD assigned the *Amended and Restated Development Agreement Between the City of Angleton and Tejas Angleton Development Company* dated March 11, 2025 to Austin Colony Development, LLC; and

WHEREAS, Austin Colony Development, LLC, is designated the Developer of Austin Colony; and

WHEREAS, the Developer and the City desire to amend the *Amended and Restated Development Agreement Between the City of Angleton and Tejas Angleton Development Company*.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration the City and the Developer hereby agree as follows:

1. Definitions. Definition of "Developer" shall be deleted in its entirety and replaced with the following:

"Developer" means Austin Colony Development, LLC, its successors and assigns. Austin Colony Development is a Texas limited liability company and wholly-owned subsidiary of Tejas Angleton Development, LLC.

2. Section 2.13. Section 2A: the following paragraph shall be added to Section 2.13, Section 2A.

"An eastbound left turn lane on Anchor Road, providing 120' of storage, 200' taper and 270' to 540' shifting taper, depending on the widening to center or to one side of the Anchor Road alignment. The left turn lane should be a minimum of 11' width. The installation of the left turn lane will be entirely at Developer's

expense and shall be constructed in accordance with *Brazoria County Roadway Design Criteria Manual*. The City of Angleton shall have the right to review the design and inspect the construction of the left turn lane; however, Brazoria County shall approve the design, engineering, inspection and construction of the left turn lane”.

3. Ratification. The Parties acknowledge and agree that, except as amended herein, the Agreement is in full force and effect and is hereby ratified and confirmed. Notwithstanding the foregoing, in the event there is any conflict between the terms and provisions of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control.

4. Severability. In case any one or more of the provisions contained in this First Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this First Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5. Counterparts. This First Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

6. Amendments. This First Amendment may only be amended by a written agreement executed by both Parties.

7. Entire Agreement. This First Amendment contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any or all representations or modifications concerning this instrument shall be of no force and effect except for a subsequent modification in writing signed by the Parties hereto.

TAD

TEJAS-ANGLETON DEVELOPMENT, LLC
A Texas Limited Liability Company

Wayne L. Rea, II

Title: Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2025, by Wayne L. Rea, II of TEJAS ANGLETON DEVELOPMENT, LLC, a Texas Limited Liability Company, on behalf of said entity.

Notary Public, State of Texas

DEVELOPER

AUSTIN COLONY DEVELOPMENT, LLC
A Texas Limited Liability Company

Wayne L. Rea, II

Title: Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2025, by Wayne L. Rea, II of AUSTIN COLONY DEVELOPMENT, LLC, a Texas Limited Liability Company, on behalf of said entity.

Notary Public, State of Texas

CITY OF ANGLETON, TEXAS

By: _____

Date: _____

ATTEST

By: _____
Michelle Perez, City Secretary

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on _____, 2025, by _____.

Notary Public, State of Texas