

**FIRST AMENDMENT
OF THE
WATER SUPPLY AGREEMENT**

This **First Amendment** ("Amendment"), of that 2008 Water Supply Agreement, is entered into, by and among, **RALPH FAIR, LLC** ("Owner"), and **THE CITY OF FAIR OAKS RANCH TEXAS** ("City"), as of the "Effective Date" (as defined herein). The Owner and the City may be, collectively, referred herein as "Parties," or in the singular, as "Party".

RECITALS

WHEREAS, City, a home-rule municipality, and Owner executed that 2008 Water Supply Agreement ("Agreement") on September 2, 2008 for a certain tract of real property of approximately 19.02 acres ("Property"), located in the corporate limits of the City and within Comal County, Texas which Property is owned by the Owner and is more fully described in the Agreement, attached hereto as **Exhibit A** and incorporated herein for all purposes; and

WHEREAS, City and Owner executed the Agreement to memorialize certain agreements and commitments by the Owner with respect to its planned development of the Property and the provision of public water utility services to the Property; and

WHEREAS, the Property is not currently fully developed and Owner anticipates completing the development on the Property which requires extending the term of the Agreement; and

WHEREAS, the City Council finds that it is in the best interest of the City, and in furtherance of the general health, safety, and welfare of the public, to enter into the Amendment with Owner; and

WHEREAS, City and the Owner now desire to amend the Agreement, as provided herein, by executing this Amendment.

NOW THEREFORE, in consideration of the agreements set forth herein and for other reciprocal good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and stipulated by the Owner and City agree as follows:

RECITALS; AUTHORITY; CONTROLLING EFFECT; TERM

Article I (Authority and Term) of the Agreement shall be amended and replaced in its entirety as follows:

A. Recitals. The recitals set forth above are hereby fully incorporated in and made a part of this Agreement as if set forth verbatim (which the Parties represent are true and correct and are bound thereby).

B. Authority. The City's execution of this Amendment is authorized by The City Council of the City of Fair Oaks Ranch and constitutes a valid and binding obligation of the City. Owner's execution and performance of this Agreement constitutes a valid and binding obligation of

Owner as the Owner proceeds with the development of the Property. The City acknowledges that Owner is acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to the development of the Property.

C. **Controlling Effect.** Unless otherwise stated herein, this Amendment (and the provisions hereof) shall amend and replace the referenced section of the Agreement as of the Effective Date, and the provisions of this Amendment shall control for all purposes. Any provision of the Agreement that is not amended herein shall remain in full force and effect.

D. **Term.** This Agreement shall become enforceable upon the Effective Date and shall continue in full force and effect for fifteen (15) years beginning on the Effective Date ("Term," as may be amended or extended). Any other amendments or extensions of the Term shall be at the mutual written agreement of the Parties and approved by City Council (unless otherwise provided by law or pursuant to the provisions herein).

GENERAL PROVISIONS

A. **Approval of Amendment.** The City Council has approved the execution and delivery of this Amendment, pursuant to its authority, under applicable laws, and the Owner represents and warrants that it has taken all necessary action to authorize its execution and delivery of this Amendment.

B. **Binding Effect.** This Amendment shall be binding upon and shall inure to the benefit of the Parties hereto and their successors and assigns.

C. **Counterparts.** Numerous copies of this Amendment may be executed by the handwritten signatures of the Parties hereto, either together or in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Handwritten signatures on counterparts of this Amendment that are transmitted by email shall be deemed original effective for all purposes.

D. **Third-Party Beneficiaries.** It is expressly agreed by the parties that this Amendment is for the sole benefit of the Parties hereto and shall not be construed or deemed made for the benefit of any third party or parties.

E. **Authority.** The person(s) executing this Amendment on behalf of the respective Parties, represent, warrant, assure, and guarantee that they have full legal authority to (i) execute this Amendment on behalf of the respective Party, and (ii) to bind the respective Party to all of the terms, conditions, provisions, and obligation herein contained.

F. **Final Agreement.** This Amendment embodies the final and entire agreement among the Parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of any such Parties.

[SIGNATURES ON THE FOLLOWING PAGES]

OWNER:

Ralph Fair, LLC

By: _____

George Atallah

Date Signed: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____,
2024, by George Atallah.

Notary Public, State of Texas

My commission expires: _____

IN WITNESS HEREOF, the Parties hereto have caused this instrument to be duly executed as of _____, 2024, the Effective Date.

CITY:

CITY OF FAIR OAKS RANCH, TEXAS, a Texas home-rule municipality

By: _____
Scott M. Huizenga, City Manager

Date: _____

ATTEST:

By: _____
Christina Picioccio, City Secretary

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this _____ day of _____, 2024, by Scott M. Huizenga, City Manager of the City of Fair Oaks Ranch, Texas, on behalf of said home-rule municipality and Texas political subdivision.

Notary Public, State of Texas
My commission expires: _____

Exhibit A

WATER SUPPLY AGREEMENT INCLUDING LEGAL DESCRIPTION OF PROPERTY