

**AMENDMENT NO. 1 TO
DEVELOPMENT AGREEMENT FOR BEAURLINE RV PARK**

This Amendment No. 1 to the Development Agreement is entered into on the ____ day of October 2021, between the City of Bertram, a Texas municipal corporation, herein referred to as "City," and Tacia Beaurline, herein referred to as "Developer."

RECITALS

WHEREAS, on July 24, 2019, the City and Developer entered into a Development Agreement (the "Agreement") for Beaurline RV Park (the "RV Park");

WHEREAS, as part of the Agreement, Developer agreed to construct no more than twenty-five (25) RV sites unless Developer submitted an application for an additional meter and received such additional meter;

WHEREAS, at the time of the Agreement, there were eight (8) existing RV sites on the RV Park;

WHEREAS, as part of the Agreement, the City installed and the Developer paid for a 5/8" meter and a 1.5" meter at the RV Park;

WHEREAS, the residence is currently served by the 5/8" meter while the RV Park is served by a 1" and a 1.5" meter;

WHEREAS, Developer has completed construction of twenty-five RV sites bring the total RV sites at the RV Park to thirty-three (33);

WHEREAS, the current 1" meter and 1.5" meter will not adequately supply water to accommodate 33 RVs;

WHEREAS, Developer has requested that the City provide a meter that will adequately provide water to the residence and 33 RVs;

WHEREAS, the City had determined that replacing the 1.5" meter with a 2" meter will adequately serve the residence and up to 35 RVs;

WHEREAS, Developer understands that the placement of the new 2" meter will require the payment of a new tap fee and impact fee;

WHEREAS, the City and Developer desire to enter into this Amendment to amend the responsibilities of each party as set forth in the Agreement.

In consideration of the mutual agreements and covenants set forth herein, the parties agree as follows:

1. **The Agreement Remains in Full Force and Effect.** The City and the Developer acknowledge and agree that, except to the extent amended herein, all provisions and terms contained in the Agreement remain in full force and effect.

2. **1.03 of the Agreement shall be deleted and replaced in its entirety with the following:**

1.03 Developer will pay all fees, including a new tap fee and impact fee, as set forth in the Code of Ordinances for the installation of a 2" meter.

3. **1.04 of the Agreement shall be deleted and replaced in its entirety with the following:**

1.04 Developer agrees that it will not construct more than the thirty-five (35) RV sites on the Property. If Developer ever changes the use of the Property, Developer will notify the City and comply with the Code of Ordinances for the new type of use for the Property.

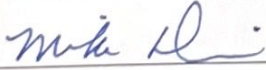
4. **2.02 of the Agreement shall be deleted and replaced in its entirety with the following:**

2.02 Subject to the provisions in I. of the Agreement and this Amendment, City will remove the existing 1.5" meter and install a 2" meter to service, in conjunction with the existing 1" meter, the RV Park on the Property.

5. **Authority and Enforceability.**


The City represents and warrants that this Amendment has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and the individual executing this Amendment on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Amendment has been approved by appropriate action of the Developer, and that the individual executing this Amendment on behalf of Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Amendment is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

CITY OF BERTRAM



Mike Dickinson, Mayor

DEVELOPER



Tacia Beaurline
1

Attest:

Georgina Hernandez, City Secretary