

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
BY AND BETWEEN
WILLIAMSON COUNTY
AND
SCHWERTNER FARMS, INC.**

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT by and between the Williamson County and Schwertner Farms, Inc. (“Amended Agreement”) is made and entered into this ____ day of _____ 2018, by and between Williamson County (the “County”), a Texas political subdivision, and Schwertner Farms, Inc. (“Owner”).

RECITALS

WHEREAS, the County and the Owner entered into a Development Agreement (the “Agreement”) effective December 6, 2016, regarding the design, construction and dedication of right-of-way for the extension of County Road 305; and

WHEREAS, the Owner has dedicated significant right-of-way to the County to benefit the County’s extension of CR 305

WHEREAS, the Owner desires to construct a fence abutting CR 305 on its property; and

WHEREAS, the County usually is responsible for fence construction abutting acquired right-of-way; and

WHEREAS, the County desires to allow the Owner to construct a fence on his property outside the right-of-way and to reimburse Owner for all costs to construct said fence, as detailed below; and

WHEREAS, the parties desire to amend the Agreement as described herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

I.

Section C of the Agreement is hereby amended by adding a revised Section C.3, which shall read as follows:

C.3. The County agrees that if construction of the Project is not commenced by December 31, 2018, any dedicated right-of-way shall be re-conveyed to the Owner.

II.

Section C of the Agreement is hereby amended by adding a new Section C.4, which shall read as follows:

C.4 The County agrees to reimburse the Owner \$29,237.00 for costs incurred by Owner to construct a new fence on Owner's property and outside the new CR 305 right-of-way.

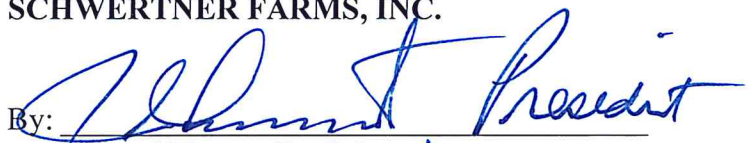
All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

SCHWERTNER FARMS, INC.

By:  _____
Printed Name: Jim Schweyner
Title: President