

**FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT
AGREEMENT WITH SOMERSET HILLS ROAD DISTRICTS NO.'S 3 AND 4**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("*First Amendment*") to the Amended and Restated Development Agreement Somerset Hills Road District Nos. 3 and 4, dated January 31, 2012, (the "*Original Agreement*") is by and between the undersigned Sin Tierra, LLC, a Texas limited liability company, successor in interest from Somerset Hills, Ltd. ("*Somerset*"), Pulte Homes of Texas, L.P. ("*Pulte*"), GTB Development, Inc. ("*GTB*"). Somerset, Pulte, GTB, referred to collectively as the "Developers" and Williamson County ("*County*") on this the ____ of _____, 2022. Somerset, Pulte, GTB, and the County are hereinafter referred to individually as a "*Party*" or collectively as the "*Parties.*"

RECITALS:

- A. Somerset and the County are Parties to that certain "Amended and Restated Development Agreement Somerset Hills Roadway Districts No. 3 and 4," dated January 21, 2012 (the "*Original Agreement*");
- B. The Original Agreement states that Somerset is eligible for a reimbursement in an amount equal to \$3,667,285 (the "*Developer Sunk Costs*"). However, after audit by the County, it has been determined and agreed that the Developer Sunk Costs shall be reimbursed in an amount equal to \$3,327,513. A portion of the Developer Sunk Costs was expended by some of the Parties and the County wishes to recognize each Parties' eligibility to be reimbursed for a portion of the Developer Sunk Costs in accordance with this Amendment;
- C. The Parties wish to memorialize the amount invested to date by the County under the Original Agreement and to memorialize their respective reimbursement rights under the Original Agreement for investments made to date under the Original Agreement;
- D. Pulte has acquired the land described in Exhibit "A" formerly owned by Somerset in District #4 (referred to in this Agreement as the Pulte Property) and the Parties wish to enter into this Amendment to establish Pulte's eligibility for reimbursement in relation to certain existing and or future Road Improvements (as defined in the Original Agreement) paid for by Pulte, but subject to the prior reimbursement of the Developer Sunk Costs and the County Sunk Costs (as defined below);
- E. GTB has acquired the land described in Exhibit "B" formerly owned by Somerset in District #3 (referred to in this Agreement as the GTB Property) and the Parties wish to enter into this Amendment to establish GTB's eligibility for reimbursement in relation to certain existing and or future Road Improvements (as defined in the Original Agreement) paid for by GTB, but subject to the prior reimbursement of the Developer Sunk Costs and the County Sunk Costs (as defined below);

- F. Somerset Road District #3 has been authorized to issue bonds in the maximum principal amount of \$35,000,000, and to date no bonds have been issued. Somerset Road District #4 has been authorized to issue bonds in the maximum principal amount of \$70,000,000. To date, \$9,740,000 of bonds have been issued for District #4.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained in this Amendment, Somerset, Pulte, GTB, and the County agree as follows:

1. **Eligible Reimbursement Costs.** The Parties agree that the following, by way of example and not in limitation, should be eligible for future reimbursement by Districts #3 and #4:
 - a. Acquisition costs for all zero loaded right-of-way (roads without house frontage;
 - b. All roadway improvements in the right-of-way, including but not limited to, erosion control, clearing, grading, revegetation, drainage, walls, culverts, bridges, base, asphalt, curb and gutter, sidewalks, street lights, striping and street signs;
 - c. All water quality and detention ponds and drainage improvements necessary to serve the road improvements;
 - d. Acquisition costs of drainage facilities, adjacent landscape lots and necessary easements related to roadway improvements;
 - e. For all land parcels contributed as referenced in No. 1.a. or d. or roadways constructed as referenced in No 1 b. or c. by a given Party, all improvements in the adjacent landscape lots and easements including by way of example and not in limitation, irrigation and reuse water, landscaping, water wells, walls, monuments, sidewalks, tails and grading completed and paid for by the same Party; and
 - f. All design, engineering, surveying, testing and fees associated with the improvements.
 - g. Notwithstanding the terms and conditions provided in 1a through 1f above, the eligibility for cost reimbursement of the cost associated with the Road Improvements provided in 1a through 1f above is strictly limited to the proportion of such cost incurred that are necessary and attributable solely to the Road and or Collector Road(s) being constructed. In the event Road Improvements are designed and constructed that are beyond those required to meet the minimum service requirements of only the Road and or Collector Road(s), then, notwithstanding the actual dollar amount expended

for such Road Improvements, only the dollar amount that would be needed to design and construct improvements needed to meet the minimum service requirements of only the Road and or Collector Road(s) shall qualify for and be eligible for reimbursement under this Agreement.

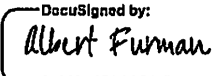
2. **County Sunk Costs.** The total expenditure to date by the County for Reagan Blvd. within District #4 which is eligible for reimbursement under the Original Agreement is \$11,606,214 and the total expenditure to date by the County for Reagan Blvd. within District #3 which is eligible for reimbursement is \$3,273,547 (the "*County Sunk Costs*").
3. **Developer Sunk Costs.** The total Developer Sunk Costs which are eligible for reimbursement from District #4 is \$2,595,460 and the total Developer Sunk Costs eligible for reimbursement from District #3 is \$732,052. Out of the Developer Sunk Costs, Pulte has expended \$752,852 and Somerset has expended \$2,574,661. Both Pulte and Somerset shall receive reimbursement of their proportional share of the Developer Sunk Costs from both District #4 and District #3 proportional to the split of the Developer Sunk Costs between the District #4 and District #3 as expressed above.
4. **Reimbursement Percentages.** All reimbursements for the aggregate amount of the County Sunk Costs and the Developer Sunk Costs received by the Parties pursuant to the Original Agreement will be shared on a pari passu basis prorated based on the following percentages: 35% to the Developers and 65 % to the County until the County Sunk Costs and the Developer Sunk Costs are fully reimbursed. After the aforesaid County Sunk Costs and Developer Sunk Costs are fully reimbursed, all ensuing reimbursements shall be paid on a first in, first out basis.
5. **Interest on Reimbursements.** Eligible reimbursement costs, as approved by the District in accordance with this First Amendment to the Amended and Restated Development Agreement, will be reimbursed together with interest calculated from the respective dates of advancement of the funds for such eligible reimbursement costs to the date of reimbursement at an annual interest rate equal to the net effective interest rate on the respective series of bonds being issued for such reimbursement or the borrowing rate of the party being reimbursed for the eligible costs, whichever is less. In no event shall the period for calculating interest on the advancement of funds for such eligible reimbursement costs to the date of reimbursement exceed two (2) years.

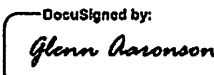
6. **Party Eligibility for Future Road Improvement Reimbursements.** Each Party shall be eligible to be reimbursed for its costs related to Road Improvements (as defined in the Original Agreement and as amended herein) paid in accordance with the terms of the Original Agreement as if the Parties were a signatory to the Original Agreement, but only following the reimbursement of the County Sunk Costs and the Developer Sunk Costs. Following the reimbursement of the County Sunk Costs and Developer Sunk Costs, reimbursements shall be made on a “first in, first out” basis.
7. **Disagreements Concerning Reimbursement Rights.** If a dispute develops between two or more of the Parties concerning the amount of or timing of any proposed reimbursements, the pertinent Parties agree to first attempt to resolve the dispute through non-binding mediation. The mediation shall be conducted by and according to Chapter 154 of the Texas Civil Practice and Remedies Code with the pertinent parties sharing the cost of the dispute resolution process equally except that personal attorneys and witnesses or specialists are the direct responsibility of each respective party. Somerset and Pulte further agree that they shall hold the County harmless in any such dispute that is just between Somerset and Pulte.
8. **Consent to Partial Assignment.** The County, by its signature below, approves (i) the assignment from Somerset to Sin Tierra, LLC, of all of Somerset’s rights, title and interest in the Original Agreement, as amended, and (ii) to Pulte of the reimbursement eligibility described in this Amendment in accordance with Section 11.2 of the Original Agreement, as amended. In consideration of the reimbursement eligibility for its portion of the Developer Sunk Costs, Pulte agrees to accept the assignment of all the rights and obligations of Somerset described in the Original Agreement in an amount proportional to its Developer Sunk Cost. Further, conditioned on any one or all of the Parties electing to request additional reimbursements over and above the County Sunk Costs and Developer Sunk Costs, as provided herein, the Party and/or Parties agree to accept the proportional assignment of all of Somerset’s rights and obligations under the Original Agreement, as amended.
9. **Miscellaneous.** Unless stated otherwise in this Amendment, the Original Agreement and any subsequent amendments shall remain in full force and effect in accordance with its original terms and provision, which shall be deemed to be confirmed, ratified and approved.

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IN WITNESS WHEREOF, SOMERSET, PULTE, GTB, AND THE COUNTY have executed triplicate counterparts to effectuate this Agreement.

SIN TIERRA, LLC, a Texas limited liability company, as Successor in Interest of Somerset Hills, Ltd.

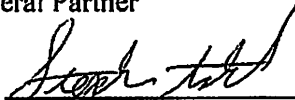
By: 
Albert V. Furman, III
Managing Manager

By: 
Glenn H. Aaronson
Managing Manager

Date: 7/21/2022

PULTE HOMES OF TEXAS, L.P.,
a Texas limited partnership

By: **Pulte Nevada I LLC**,
a Delaware limited liability company,
its General Partner

By: 
Name: Stephen Ashlock
Title: Vice President of Land Development

Date: July 25, 2022

WILLIAMSON COUNTY, TEXAS

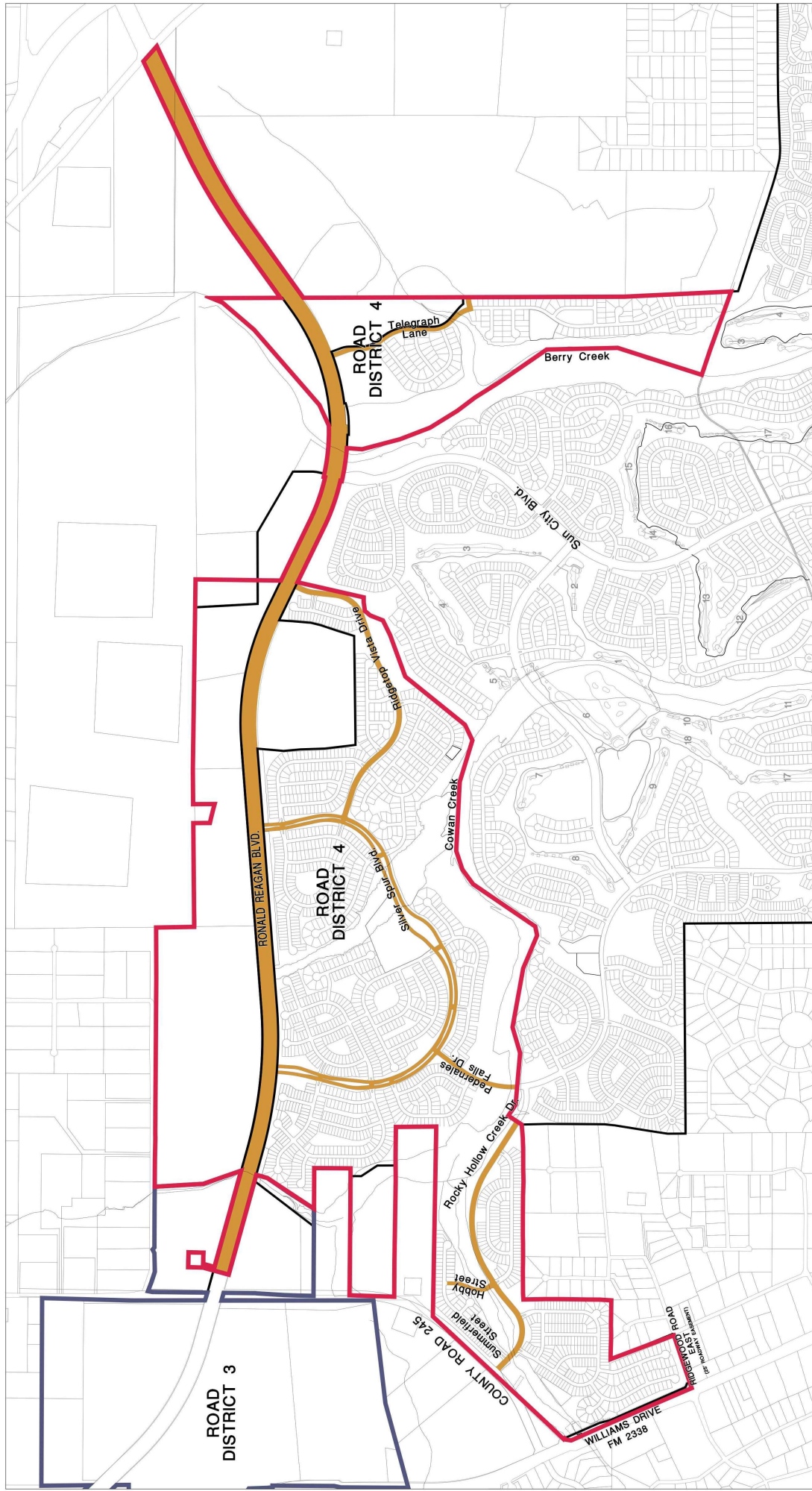
By: Bill Gravell Jr.
Bill Gravell (Aug 10, 2022 09:02 CDT)

Bill Gravell, Jr., County Judge

Date: August 9, 2022

GTB DEVELOPMENT, INC.

By: V.W. Barge
V.W. Barge
Its: President
Date: 8/3/22



Scale: 1" = 1,300'
Date: May 26, 2022

SOMERSET HILLS ROAD DISTRICT NO 4 ROADWAYS EXHIBIT

SEC Planning, LLC

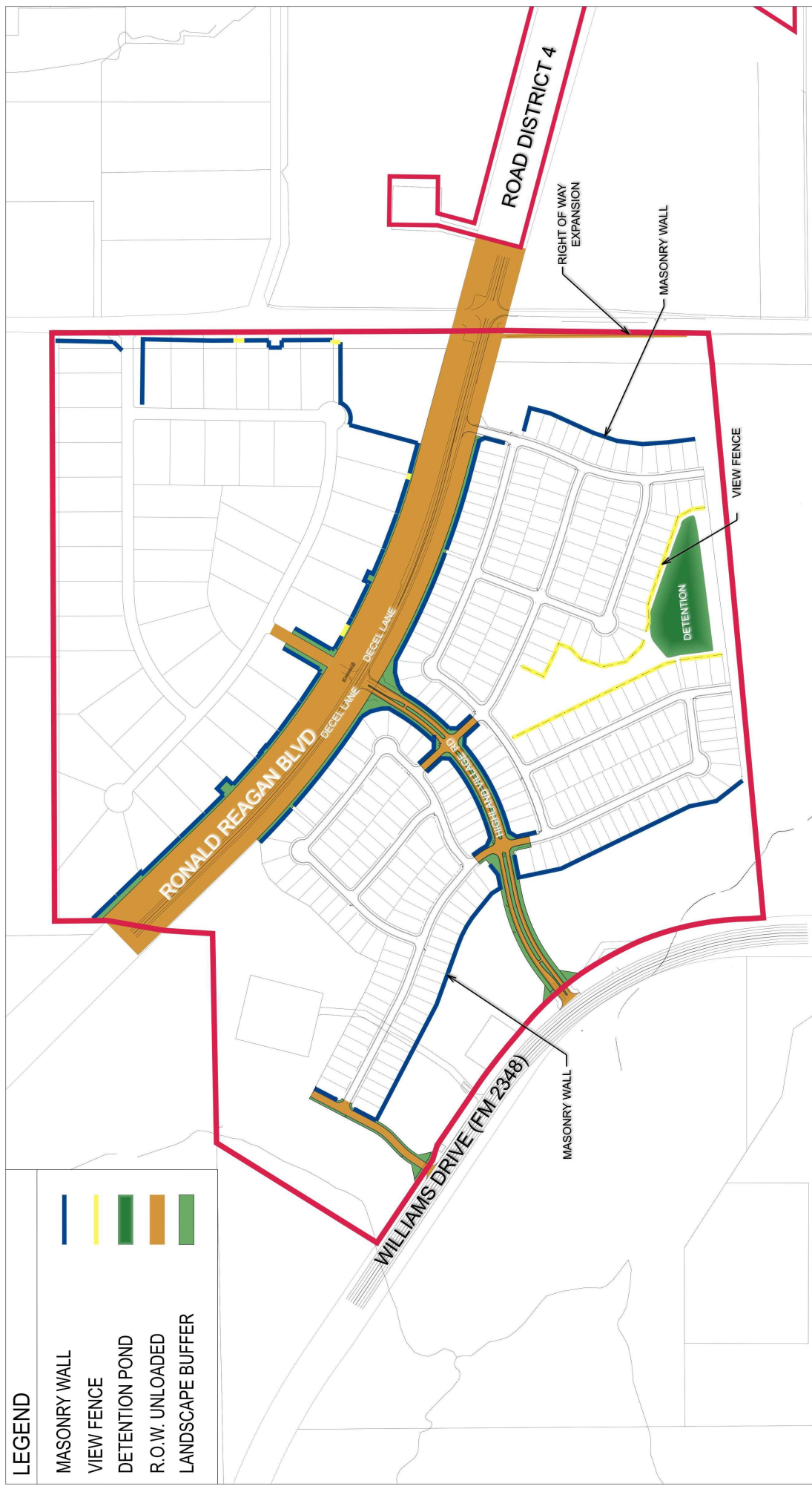
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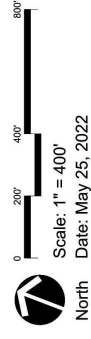
www.secplanning.com • info@secplanning.com

SHEET FILE: C:\Sun City\Texas\Roadways\Road District Exhibit\Road District Exhibit 2022-05-26.dwg
Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



LEGEND

	MASONRY WALL
	VIEW FENCE
	DETENTION POND
	R.O.W. UNLOADED
	LANDSCAPE BUFFER



HIGHLAND VILLAGE ROAD DISTRICT 3 ROADWAY EXHIBIT