AMENDMENT TO THE REIMBURSEMENT AGREEMENT FOR THE VILLAGE AT LEANDER STATION

This Amendment to the Reimbursement Agreement for the Village at Leander Station (the “Amendment”) is made, entered into and effective as of __________ (the “Effective Date”) by the City of Leander, Texas (the “City”); the Leander Development Authority (the “Authority”); Transit Village Investments, Ltd., a Texas limited partnership (the “Developer”); and Reinvestment Zone Number One, City of Leander, Texas (the “Zone”). The City, the Developer, the Authority and the Zone are herein referred to together as the “Parties”.

Recitals:

WHEREAS, the Parties entered that certain Development and Reimbursement Agreement for the Village at Leander Station by and among the City, the Authority, the Developer, and the Zone dated October 6, 2011 (the “Original Agreement”), as amended by subsequent addenda (the Original Agreement and subsequent addenda are referred to together as the “Agreement”);

WHEREAS, the Parties desire to clarify the definition of Applicable Regulations and update the Developer’s contact information;

WHEREAS, the City is a Texas home-rule municipal corporation;

WHEREAS, the Authority is a non-profit corporation formed pursuant to Subchapter D, Chapter 431, Texas Transportation Code, and the City Charter of the City;

WHEREAS, the Developer is a Texas limited partnership;

WHEREAS the Zone is a tax increment reinvestment zone created pursuant to the authority of Chapter 311, Texas Tax Code, as amended (the “Act”), by Ordinance No. 06-029-00 adopted by the City Council of the City (the “City Council”) on September 7, 2006, as amended by Ordinance No. 06-029-01 adopted by the City Council on June 21, 2007;

WHEREAS, the City, the Authority, the Developer, and the Zone are individually referred to as a “Party” and collectively as the “Parties”;

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

ARTICLE I. RECITALS; DEFINITIONS

1.1 Recitals. The foregoing recitals are incorporated herein and made a part of this Amendment for all purposes.

1.2 Definitions. Words and phrases used in this Amendment shall, if defined in the Original Amendment to the Village at Leander Station TIRZ Reimbursement Agreement – Draft 6/19/19
Agreement and not specifically modified by this Amendment, shall have the definition and meaning as provided in the Original Agreement.

ARTICLE II. AMENDMENTS

2.1 Applicable Regulations. Section 2.01 of the Original Agreement is hereby amended in its entirety to read as follow:

2.01. “Applicable Regulations” means all applicable federal and State law, including environmental regulations, and the City’s Code of Ordinances, including the Smart Code, the TODD PUD Ordinance, the Village at Leander Station MF PUD, established by Ordinance No. # 13-036-00, as amended from time to time, The Northline Planned Unit Development, established by Ordinance No. 18-042-00 (to the extent applicable to the Property) and all other ordinances, rules, regulations, technical manuals, official policies, and applicable building and construction code of the City that exist on the Effective Date, except as specifically modified by this Agreement.

2.2 Developer’s Address for Notice. The address at which Developer may receive notice under the Agreement and this Amendment is:

Transit Village Investments, Ltd.
Lance Hughes
2215 Westlake Drive, Suite 300
Austin, Texas 78746

ARTICLE III. GENERAL PROVISIONS

3.1 Entire Agreement. This Amendment, together with the Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

3.2 Binding Effect. The terms and provisions hereof shall be binding upon the Developer and its successors and assigns.

3.3 Effect of Amendment. The Parties agree that, except as modified hereby, the Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Agreement, this Amendment will control and modify the Agreement.

3.4 Counterparts. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

3.5 Anti-Boycott Verification. To the extent this Amendment and the Agreement constitute a
contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Amendment or the Original Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

3.6 Iran, Sudan and Foreign Terrorist Organizations. To the extent this Amendment or the Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Executed as of ___ day of ___, 2019 and Effective upon execution by all Parties.

City of Leander, Texas

Troy Hill, Mayor

Attest:

______________________________
City Secretary

Approved as to Form:

______________________________
City Attorney

[Additional Signature Pages Follow]
Leander Development Authority

By: __________________________
Name: __________________________
Title: __________________________

[Additional Signature Pages Follow]
Reinvestment Zone Number One, City of Leander

By: __________________________
Name: __________________________
Title: __________________________

[Additional Signature Page Follows]
TRANSIT VILLAGES INVESTMENT, LTD. (DEVELOPER)

By: __________________________
Name: __________________________
Title: __________________________