AMENDMENT TO THE 380 GRANT AGREEMENT – LIBERTY CIVIL CONSTRUCTION

This Amendment to the 380 Grant Agreement – Liberty Civil Construction (the “Amendment”) is made, entered into and effective as of November 21, 2019 (the “Effective Date”) by the City of Leander, Texas, a home rule municipality (the “City”) and Liberty Civil Construction, LLC, a Texas limited liability company (“Liberty Civil”) and Prelude Ventures, LLC, a Texas limited liability company (“Prelude”). The City, Liberty Civil, and Prelude are herein referred to together as the “Parties”. Liberty Civil and Prelude are collectively referred to as the “Company”.

Recitals:

WHEREAS, the Parties entered that certain 380 Grant Agreement – Liberty Civil Construction dated effective ______________ (the “Agreement”);

WHEREAS, the City and Liberty Civil are also parties to that certain Development Agreement for the Liberty Civil Development dated effective _______ which requires the Company to construct, complete and obtain City acceptance of a sidewalk along the tracts fronting on Hero Way within ninety (90) days of the Hero Way expansion opening to the public for traffic in accordance with construction plans approved by the City and applicable local, state, and federal regulations (the “Sidewalk”); and

WHEREAS, the parties desire to amend the Agreement to reduce the amount paid to the Company by $18,000 until the Sidewalk is completed and accepted by the City;

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 Agreement and not specifically modified by this Amendment, shall have the definition and meaning as provided in the Agreement.

ARTICLE II. AMENDMENTS

2.1 First Annual 380 Grant. The first annual Chapter 380 Grant payable to the Company under the Agreement shall be reduced by $18,000 and will be held by the City until the Company completes and obtains the City’s acceptance of the Sidewalk. The City will pay the $18,000 to the Company within forty-five (45) days after the Company completes and obtains the City’s acceptance of the Sidewalk.
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 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 and effective as of ______ day of _____________________, 2019.

CITY:
City of Leander, Texas
a Texas home-rule municipal corporation

By: ________________________________
Name: Troy Hill
Title: Mayor
Approved as to form:

By: __________________________
Name: Dara Crabtree
Title: City Secretary

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____________, 2019, by Troy Hill, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL) Notary Public, State of Texas

DEVELOPER:
Prelude Ventures L.L.C.,
a Texas limited liability company

By: __________________________
Name: __________________________
Title: __________________________

THE STATE OF TEXAS §
COUNTY OF ______________ §

This instrument was acknowledged before me on this ____ day of ____________, 2019, by ______________, ______________ of Prelude Ventures, L.L.C., a Texas limited liability company, on behalf of said company.

(SEAL) Notary Public, State of Texas