

FIRST AMENDMENT

TO

CONSENT AND DEVELOPMENT AGREEMENT

(BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 2)

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

This First Amendment to Consent and Development Agreement (the “First Amendment”) is made and entered into by and between **Bell County Municipal Utility District No. 2** (the “District”), a municipal utility district of the State of Texas, created under the provisions of Article III, Section 52 and Article XVI, Section 59, of the Constitution of Texas and operating under the provisions of Chapters 49 and 54, Texas Water Code; the **City of Killeen, Texas** (the “City”), a home-rule city located in Bell County, Texas; and **WBW Land Investments, LP**, a Texas limited partnership (the “Developer”), acting herein by and through their respective duly authorized officers, collectively (the “Parties”).

WITNESSETH

WHEREAS, the Parties previously have entered into that certain contract entitled “Consent and Development Agreement,” (the “Agreement”) dated August 8, 2013; and

WHEREAS, the Parties now desire to amend the Agreement as provided for herein;

THEREFORE, in consideration of the mutual promises, obligations, agreements and benefits set out herein, the Parties agree that the Agreement is amended as follows:

1. Section 3.06 of the Agreement is hereby amended by adding the following language to the end of the existing paragraph: “Developer and/or District shall convey an easement or easements to Bell County Water Control and Improvement District No. 1 (“WCID”) as necessary for the placement of a water transmission main in such locations and under such terms as the Developer and/or District, and WCID shall all mutually agree to in order to facilitate said water transmission main’s extension through the Land to its north boundary along Chaparral Road in Killeen, Texas.”
2. Exhibit F of the Agreement is hereby amended and replaced in its entirety with the attached Exhibit F, which is incorporated herein for all purposes with the understanding that alignments depicted are general in nature in terms of routes and connection points, which will ultimately be determined through the platting process based on best engineering practices and in compliance with all applicable regulations.

3. This First Amendment shall be construed in accordance with and governed by the laws of the State of Texas.
4. If any provision of this First Amendment shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision of any Constitution, statute, administrative rule, regulation or finding, rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this First Amendment invalid, inoperative or unenforceable to any extent whatever.
5. Except as specifically amended by this First Amendment, the Agreement shall remain unchanged and in full force and effect.

[EXECUTION PAGE FOLLOWS]

EXECUTED on the dates reflected herein in Bell County, Texas.

**BELL COUNTY MUNICIPAL UTILITY
DISTRICT NO. 2**

By: _____
President, Board of Directors

Date: _____

ATTEST:

Secretary, Board of Directors

CITY OF KILLEEN, TEXAS

By: _____
Glenn Morrison, City Manager

Date: _____

ATTEST:

Dianna Barker, City Secretary

WBW LAND INVESTMENTS, LP, a Texas
limited partnership

By: WBW Land Investments, GP, LLC, a Texas
limited liability company, its General
Partner

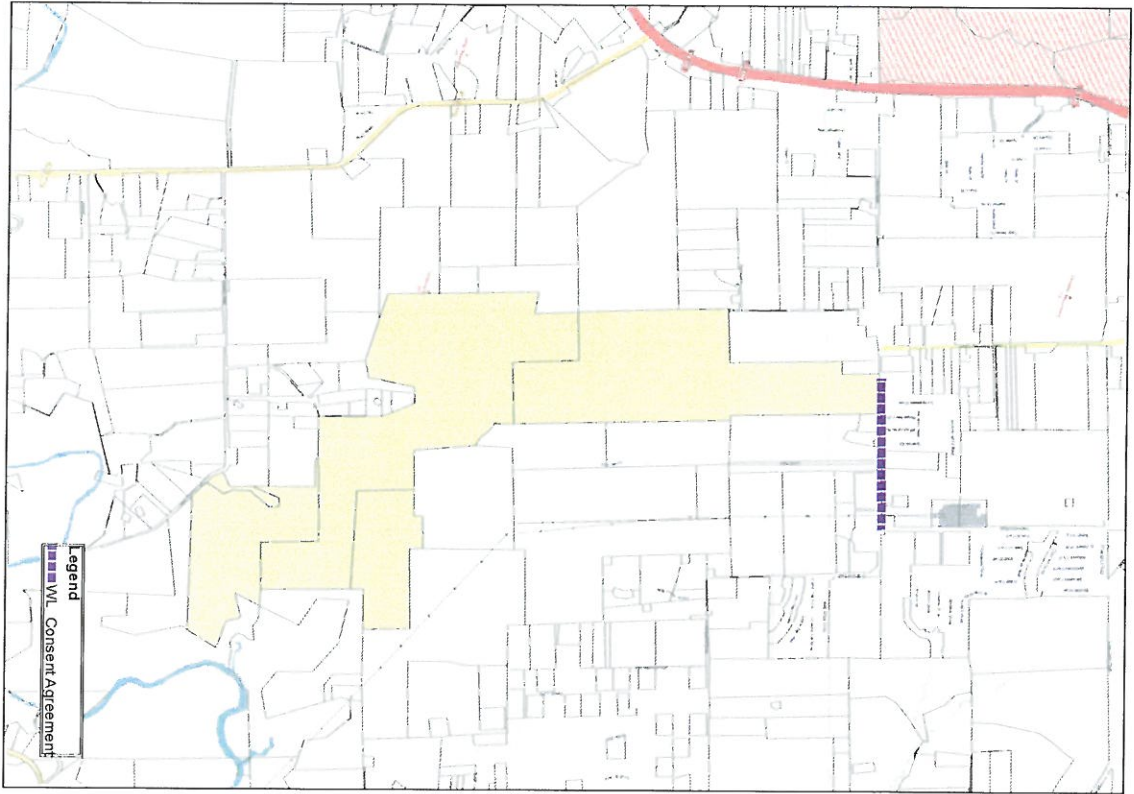
By: _____
Bruce Whitis, Manager

Date: _____

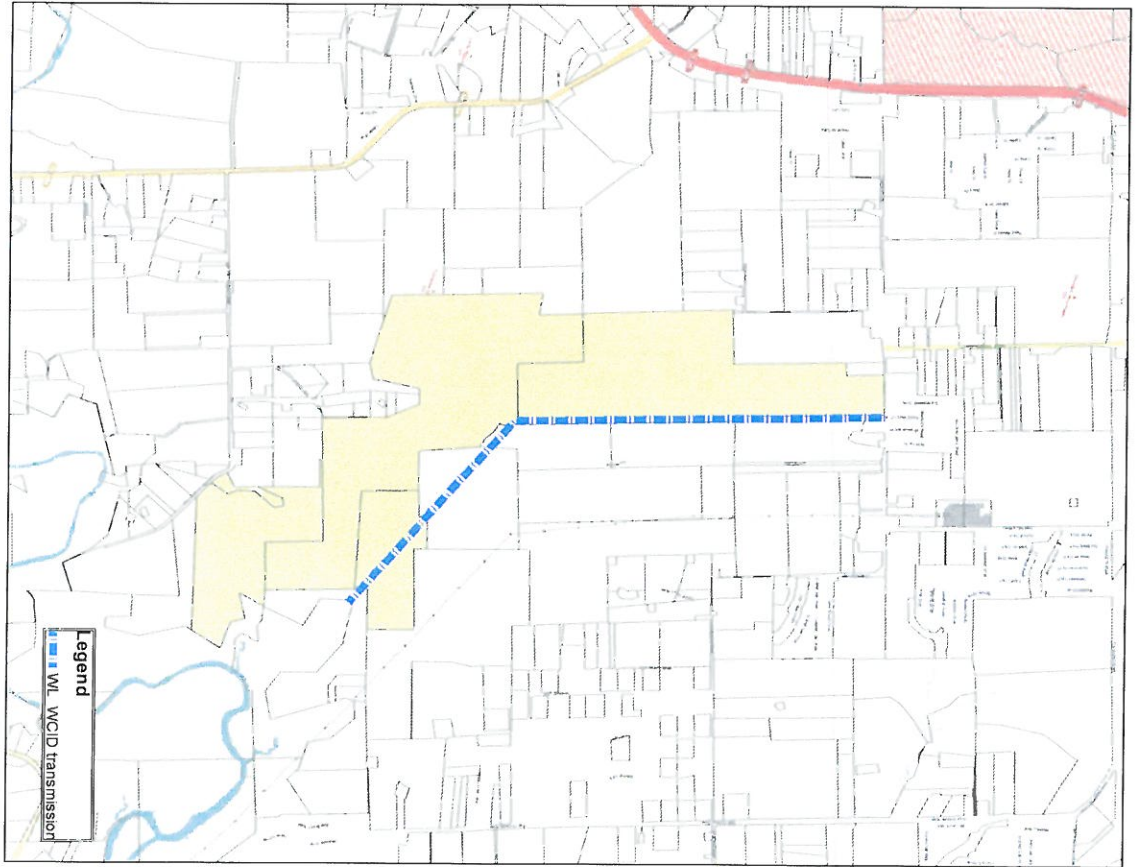
Exhibit F

Exhibit F - Offsite Utility

Consent Agreement Alignment



Proposed Alignment



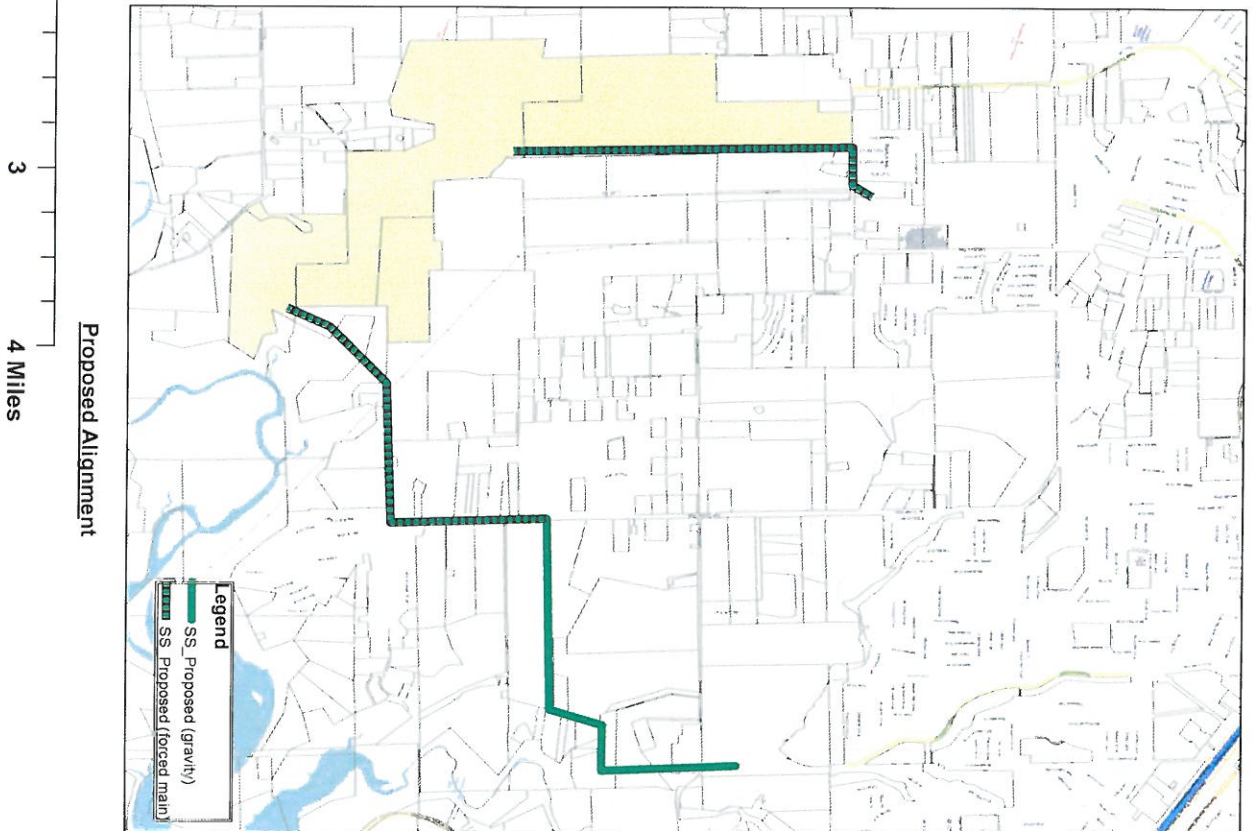
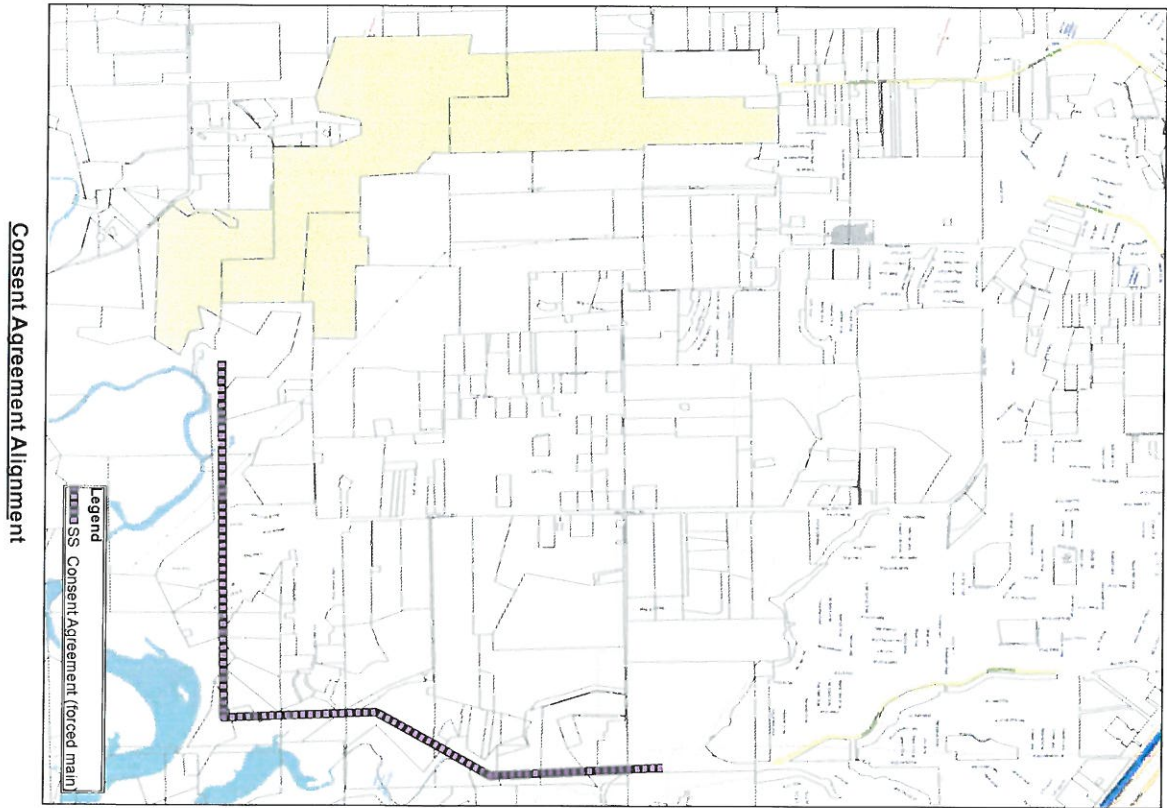
Bell County MUD No. 2 Off-site Water

Engineer: Garrett Nurdyke, P.E.
 Phone: 254-228-9767
 Date: 11/10/14

BCMUD No. 2 Area: 1373.0 acres

City Consent Date:
 TCEQ Authorization Date:
 Voter Confirmation Date:

Exhibit F - Offsite Utility



Bell County MUD No. 2 Off-site Sanitary

Engineer: Garrett Nurdyke, P.E.
 Phone: 254-228-9767
 Date: 11/10/14

BCMUD No. 2 Area: 1373.0 acres

City Consent Date:
 TCEQ Authorization Date:
 Voter Confirmation Date: