



# CITY OF BAYTOWN

OFFICE OF THE CITY CLERK

2401 Market Street  
P.O. Box 424  
Baytown, Texas 77522-0424  
(281) 420-6504

April 19, 2017

A-S 115 SH 146-IH 10, L.P.  
a Texas Partnership  
Attn.: Mr. Jay K. Sears, Manager  
8827 W. Sam Houston Pkwy. N.  
Suite 200  
Houston, Texas 77040

Ref: *Second Amendment to Economic Development Agreement*

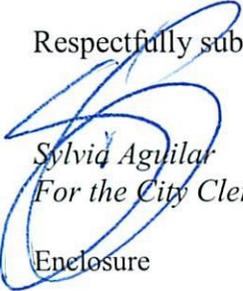
Dear Mr. Sears:

Enclosed please find copy of the fully executed original of the above noted Agreement having been signed on April 18, 2017, by City Manager, Mr. Richard L. Davis, and as same pertains to the revision of the sign plan for the Chambers Town Center.

Further note that this Second Amendment to the Economic Development Agreement was marked and attached as Exhibit "A" under City of Baytown Ordinance No. 13,447 dated April 13, 2017.

Should you require anything further, please do not hesitate in contacting our Legal Department to 281-420-6505

Respectfully submitted,

  
*Sylvia Aguilar*  
*For the City Clerk's Office*

Enclosure

xc: Legal Department w/c  
CCO w/original

**SECOND AMENDMENT  
TO THE  
ECONOMIC DEVELOPMENT AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF CHAMBERS §

This Second Amendment (the "Second Amendment") to that certain "Economic Development Agreement" dated August 14, 2012, by and between the City of Baytown, a Texas home-rule municipal corporation ("City") and A-S 115 SH 146-IH 10, L.P., A Texas Limited Partnership ("Developer"), (all collectively referred to as the "Parties") is entered into on this 18<sup>th</sup> day of April, 2017 (the "Effective Date").

WHEREAS, the City and Chambers Town Center, Ltd. entered into the Economic Development Agreement (the "Agreement") on August 14, 2012, in order to set out the terms of an economic development program to stimulate business and commercial activity in the City; and

WHEREAS, the Parties amended the Agreement on or about June 13, 2013 (the "First Amendment") to modify the Project, as defined in the First Amendment, to revise the terms of the economic development grant, to detail the allowable signage for the Property and to acknowledge the assignment of the Agreement to the Developer; and

WHEREAS, the Parties agree that certain terms of the Agreement should again be amended to modify the sign Plan that was included in the Agreement as Exhibit "C"; and

WHEREAS, the Developer wishes to substitute a 20-foot high multi-tenant sign totaling approximately 169 square feet for the 25-foot high sign totaling 200 square feet on Tract 5B as depicted in Exhibit "C"; and

WHEREAS, the terms of the Agreement shall remain in full force and effect except as specifically altered by the terms of this Second Amendment;

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the Parties hereby agree to amend the Agreement as follows:

1. Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Amendment.
2. Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this Second Amendment shall have the same meanings as in the First Amendment and the Agreement.
3. Amendment. The Parties agree that Exhibit "C" incorporated into the First Amendment shall be replaced with Exhibit "C," which is attached hereto and incorporated herein for all intents and purposes.

4. Entire Agreement. The provisions of this Second Amendment, the First Amendment, and the Agreement should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the First Amendment and/or the Agreement, the provisions of this Second Amendment shall control.
5. Interpretation. This Second Amendment has been jointly negotiated by the parties hereunder and shall not be construed against a party hereunder because that party may have assumed primary responsibility for the drafting of this Second Amendment.
6. Captions. Captions contained in the Agreement and Amendment are for reference only and, therefore, have no effect in construing the documents. The captions are not restrictive of the subject matter of any section.
7. No Waiver. By this Amendment, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Amendment, the Agreement or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in this Amendment or in the Agreement shall be construed in any way to limit or to waive the City's sovereign immunity. However, the parties agree that they have entered into this Agreement and Amendment in good faith, intend to deal with each other in good faith, and intend for this Agreement and Amendment to be enforceable as to its terms under Texas law.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same amendment, this 18<sup>th</sup> day of March, 2017, the date of execution by the City Manager.

CITY:

City of Baytown

By: *R. Davis*  
 RICHARD L. DAVIS, City Manager

ATTEST:

By: *Leticia Brysch*  
 LETICIA BRYSCH, City Clerk

APPROVED AS TO FORM:

By: *Ignacio Ramirez*  
 IGNACIO RAMIREZ, SR., City Attorney



DEVELOPER:

A-S 115 SH 146-IH 10, L.P., a Texas Limited Partnership,

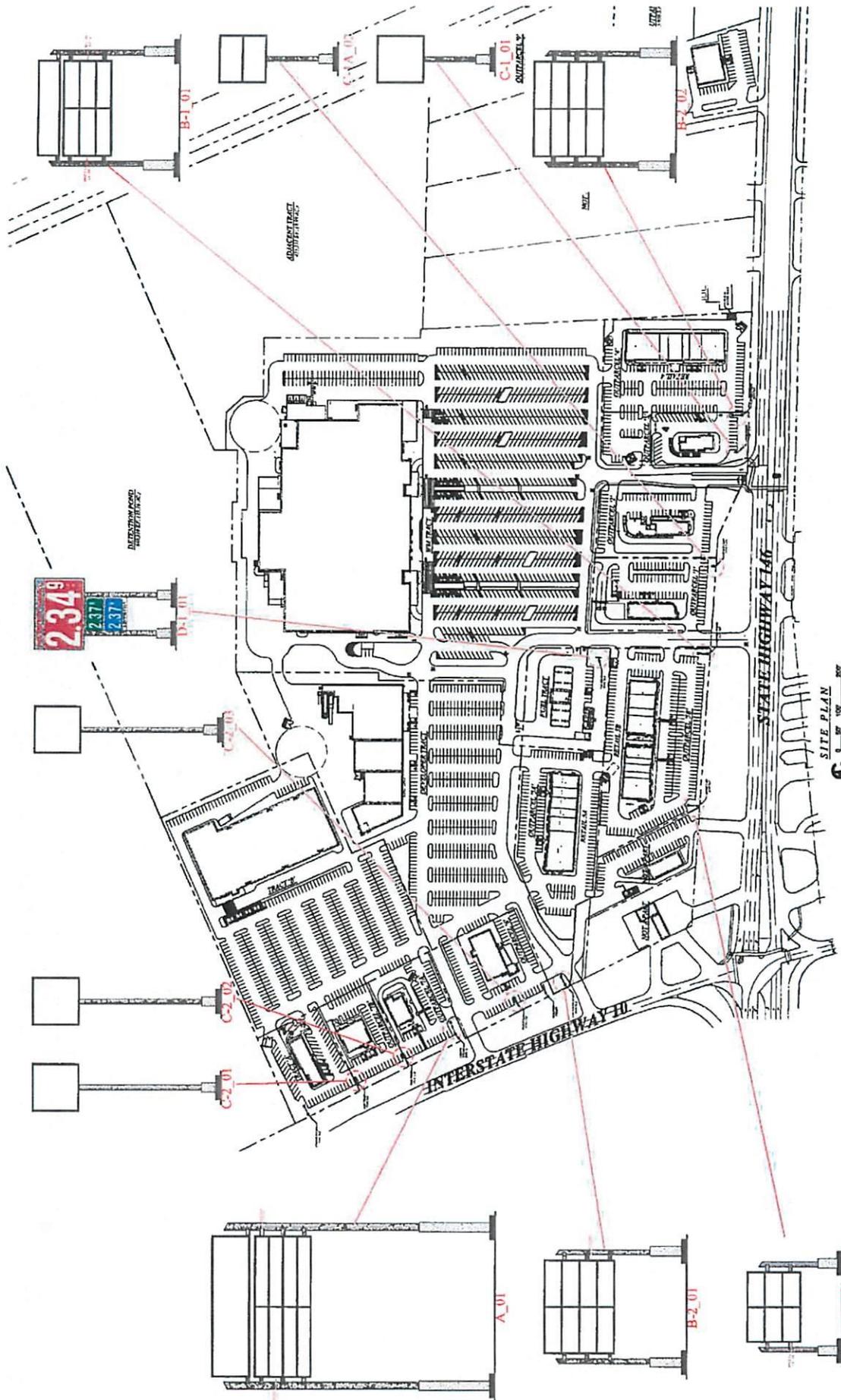
By: A-S 115, L.C., a Texas limited liability company, its General Partner

By:   
\_\_\_\_\_  
JAY K. SEARS, Manager

ATTEST:

By:   
\_\_\_\_\_

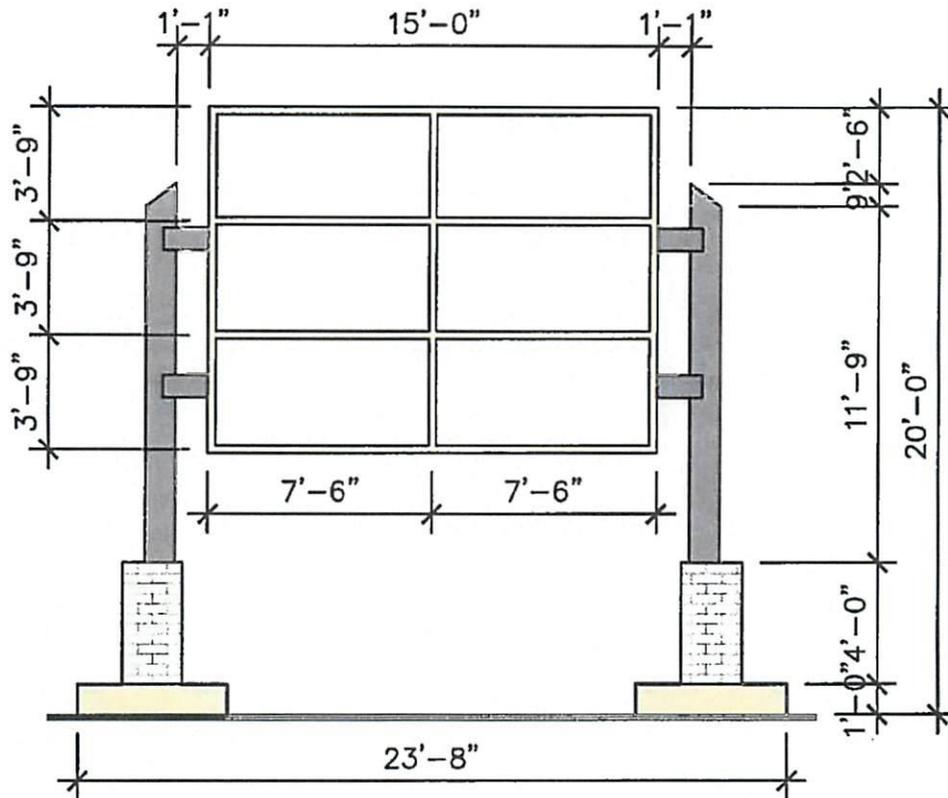
# EXHIBIT "C"



**NewQuest**  
8327 W. Sam Houston Parkway N.  
Ste. 200 | Houston, Texas 77060  
281.477.2828 | www.newquest.com

**SITE PLAN**  
**CHAMBERS TOWN CENTER**  
EXHIBIT  
SEC OF INTERSTATE HIGHWAY 10 & STATE HIGHWAY 146  
BAYTOWN, TEXAS

2349



**CENTER PYLON SIGN TYPE 'B-3'**

SCALE: NOT TO SCALE

SIGNAGE

**CHAMBERS TOWN CENTER**

30/14/02 11/12/02

EXHIBIT

SEC OF INTERSTATE HIGHWAY 10 & STATE HIGHWAY 146  
BAYTOWN, TEXAS