

**FIRST AMENDMENT
TO DEVELOPMENT AGREEMENT FOR PRELIMINARY ENGINEERING,
RIGHT-OF-WAY ACQUISITION, UTILITY, CONSTRUCTION, PROJECT
MANAGEMENT, AND FUNDING BETWEEN BUC-EE'S ALABAMA, LLC,
AND THE BALDWIN COUNTY COMMISSION**

This First Amendment is made and entered into by and between Buc-ee's Alabama, LLC (hereinafter "Developer"), and the Baldwin County Commission (hereinafter "County"), amending that certain Agreement between Developer and the County (the "Agreement") entered into on the 5th day of December, 2017.

RECITALS

Whereas, County has encountered unexpected delays in the procurement of poles for the SIGNAL PROJECT, with a new anticipated delivery date of July 20, 2018 for the poles; and

Whereas, the parties desire to amend the Agreement by revising the Signal Project Schedule set forth in the Agreement and attached thereto as Schedule 1.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this First Amendment and the Agreement, the sufficiency of which being hereby acknowledged, the County and the Developer do hereby agree as follows:

1. The Signal Project Schedule set forth in Schedule 1 to the Agreement is hereby deleted and replaced with the following:

SIGNAL PROJECT SCHEDULE

12/4/17	Bid-Opening @ 10:00AM in Purchasing Conference Room
12/4/17	Bid-Tab/Letter of Recommendation
11/21/17	Work Session – Letter of Recommendation; Permission to Award
12/5/17	Commission Meeting; Award Project
12/6 – 12/15/17	Contract Documents – Execution
1/8/18	Pre-CN Meeting/NTP (Tentative)
1/8 – 2/8/18	Review and approval of Contractor's materials (Skipper – est. 30 days)
2/9 – 7/20/18	Pole Procurement (23 weeks)
7/20 – 11/11/18	Construction period (70 Working Days)
11/12 – 12/12/18	Signal Troubleshooting

2. This First Amendment may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

3. Except as expressly amended by this First Amendment, the Agreement, and all attachments, terms, and conditions contained therein, shall continue in full force and effect.
4. This First Amendment shall become effective upon the execution of both the County and the Developer.

IN WITNESS WHEREOF, the County and the Developer, by and through their duly authorized representatives, have executed this First Amendment to the Agreement on the last date of execution as set forth below.

COUNTY:
BALDWIN COUNTY

ATTEST:

BY: _____ /
Frank Burt, Jr. /Date
Chairman

_____/_____
Ronald J. Cink / Date
County Administrator

State of Alabama)
County of Baldwin)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Frank Burt, Jr., as Chairman of the Baldwin County Commission, and RONALD J. CINK, County Administrator of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal, this the ____ day of _____, 2018.

Notary Public
My Commission Expires: _____

DEVELOPER:
BUC-EE'S ALABAMA, LLC

ATTEST:

BY: _____ /
Joe O' Leary, Vice President / Date

_____/_____
Jeff Nadalo, Secretary and General Counsel / Date

State of _____)
County of _____)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Joe O'Leary, whose name as Vice President for Buc-ee's Alabama, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as an officer and with full authority, executed the same voluntarily for and as the act of said Buc-ee's Alabama, LLC.

Given under my hand and official seal, this the ____ day of _____, 2018.

Notary Public
My Commission Expires: _____

State of _____)
County of _____)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Jeff Nadalo, whose name as Secretary and General Counsel for Buc-ee's Alabama, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as an officer and with full authority, executed the same voluntarily for and as the act of said Buc-ee's Alabama, LLC.

Given under my hand and official seal, this the ____ day of _____, 2018.

Notary Public
My Commission Expires: _____