

**ADDENDUM “2019-1”
to the
AGREEMENT BETWEEN THE CITY OF SEABROOK, TEXAS; THE SEABROOK
ECONOMIC DEVELOPMENT CORPORATION AND LINDA S. RUTHSTROM, DOING
BUSINESS AS CLAY CAT STUDIO**

This Addendum “2019-1”, (“Addendum”) is made this _____ day of _____, 2019, and is incorporated into and will be deemed to amend the **Economic Development Agreement between Linda S. Ruthstrom, an Individual doing business as Clay Cat Studio**, (“Clay Cat”), the **City Of Seabrook, Texas**, and the **Seabrook Economic Development Corporation**, (“Agreement”) for economic development incentives to facilitate site improvements to in relations to construction improvements of a retail shop located at 1501 Main Street, Seabrook, Texas 77586, (Retail Structure(s)), as more particularly described in Exhibit “A” and incorporated by reference to construct a structure/building/improvements for retail use (the “Project Facilities”), as more particularly referenced in the Agreement. The purpose of this Addendum 2019-1 is to provide an extension of approximately **120 days** for the time of substantial completion of construction of the Project, as specified in Section II. A. “Improvement to Project Facilities” of the Agreement, thus extending the time for substantial completion from June 21, 2019 to **October 21, 2019** by this Addendum 2019-1. The City of Seabrook, the Seabrook Economic Development Corporation and Linda S. Ruthstrom agree to the following:

By this Addendum 2019-1, it is the desire of the parties to the Agreement to provide an additional extension for the time for performance of Linda S. Ruthstrom’s substantial completion of the Project as provided for under paragraph II. “Performance by Developer” Section A. “Improvements to Project Facilities” of the Agreement.

The Agreement currently provides, on page 4, under paragraph II. “Performance by Developer” Section A. “Improvements to Project Facilities” that the SEDC will provide reimbursement to Linda S. Ruthstrom, subject to the terms and conditions contained in the Agreement that:

“Developer/Owner shall provide for the timely completion of the Project as delineated in Application and this Agreement/Site Plan, and shall timely submit documentation as requested by the City of Seabrook in relation to the Project and components as provided herein. Developer/Owner has represented that after final approval of this Agreement by the Seabrook City Council, construction of the Retail Structure(s) for the Project will be substantially complete on or before June 21, 2019, and Developer/Owner shall obtain a certificate of occupancy for the Retail Structure within this time unless extended by EDC.”

The Agreement under paragraph II. “Performance by Developer” Section A. “Improvements to Project Facilities” is hereby amended by this Addendum to now read as follows:

*“Developer/Owner shall provide for the timely completion of the Project as delineated in Application and this Agreement/Site Plan, and shall timely submit documentation as requested by the City of Seabrook in relation to the Project and components as provided herein. Developer/Owner has represented that after final approval of this Agreement by the Seabrook City Council, construction of the Retail Structure(s) for the Project will be substantially complete on or before **October 21, 2019** and Developer/Owner shall obtain a certificate of occupancy for the Retail Structure within this time unless extended by EDC.”*

Except as amended herein, all other provisions of the Agreement shall remain in full force and effect. In case of conflict with this Addendum 2019-1 and the Agreement, this Addendum 2019-1 shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum “2019-1” in multiple copies, each of equal dignity, on this ___ day of _____, 2019.

[Execution Pages Follow]

CITY OF SEABROOK, TEXAS

Thomas G. Kolupski, Mayor

DATE: _____, 2019

ATTEST:

Robin Hicks, TRMC
City Secretary

SEABROOK ECONOMIC DEVELOPMENT CORPORATION

BY: Paul Dunphey,
Board President

DATE: _____, 2019

ATTEST:

Ernie Davis,
Board Secretary

**LINDA S. RUTHSTROM, doing business as
CLAY CAT STUDIO:**

BY: Linda S. Ruthstrom
Owner and authorized agent

DATE: _____, 2019