

**THIRD AMENDMENT TO TRI-PARTY DEVELOPMENT AGREEMENT
FOR THE MEADOWS AT KYLE and SUNSET HILLS SUBDIVISIONS**

This *Second Amendment to Tri-Party Development Agreement For The Meadows At Kyle and Sunset Hills Subdivisions* (“Amendment”) is effective as set forth below (the “Effective Date”), and is by and between the **City of Kyle, Texas**, a Texas municipal corporation (the “City”), and **The Meadows at Kyle, Ltd.**, a Texas limited partnership, and **The Meadows at Kyle II, Ltd.**, a Texas limited partnership. The City and the Developer are sometimes referred to herein as the “Parties.” The Parties hereby agree as follows:

Recitals

A. WHEREAS, on or about the 17th day of April, 2007, the parties formally entered into that one certain *Tri-Party Development Agreement For The Meadows At Kyle and Sunset Hills Subdivisions* (the “Development Agreement”); and

B. WHEREAS, on or about the 30th day of April, 2008, the parties formally entered into that one certain *First Amendment to Tri-Party Development Agreement for the Meadows at Kyle and Sunset Hills Subdivisions* (the “First Amendment”); and

C. WHEREAS, due to various changes in certain conditions in the single family residential housing sector within the City, the Parties desire to clarify, amend, and restate the terms and conditions of the Development Agreement and First Amendment as specifically set out below.

NOW, THEREFORE, in exchange for the mutual promises and consideration herein expressed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and further subject to the terms and conditions of this Amendment, the Parties hereby agree as follows:

1. Unless otherwise expressly provided for in this Amendment, all capitalized terms used herein shall have the same meanings which are ascribed to them in the Development Agreement.

2. All deadlines before which the Developer is to commence and/or complete construction of off-site improvements, i.e. the wastewater facilities, as set forth in the Development Agreement, are hereby extended to April 17, 2018.

3. Any provisions of the City's Subdivision Ordinance to the contrary notwithstanding, the initial expiration dates for the Preliminary Plans for The Meadows at Kyle and Sunset Hills are extended to September 18, 2015.

4. Developer agrees to contribute an additional \$300 per single family residential lot (LUE) as an additional "park development fee" (to be used for improvements at the city park currently known as Kyle Vista Park) payable at the time of final platting of each phase of lots within each Subdivision for the lots subject to each plat.

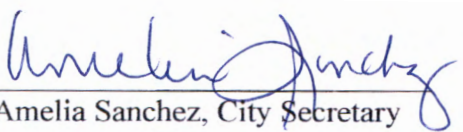
5. Except as specifically provided otherwise in this Amendment, all other terms and conditions of the Development Agreement continue to govern the rights and obligations of the Parties. In the event of any inconsistency, the terms and provisions of this Amendment shall control over and modify the terms and provisions of the Development Agreement.

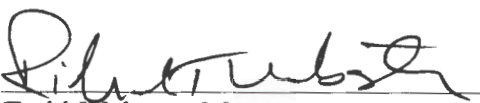
6. The "Effective Date" of this Amendment shall be the date upon which all Parties have executed same.

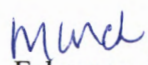
EXECUTED in multiple originals to be effective as stated above.

Attest:

City of Kyle, Texas

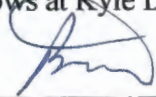
By: 
Amelia Sanchez, City Secretary

By: 
Todd Webster, Mayor


Date: February 10, 2016

The Meadows at Kyle, Ltd.

By: The Meadows at Kyle Development Co., LLC

By: 
Bradley D. Whittington, Authorized Agent

Date: February 23 2016

The Meadows at Kyle II, Ltd.

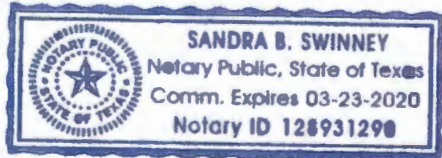
By: The Meadows at Kyle Development Co. II, LLC


By: 
Bradley D. Whittington, Authorized Agent

Date: February 23 2016

THE STATE OF TEXAS §
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COUNTY OF TRAVIS §

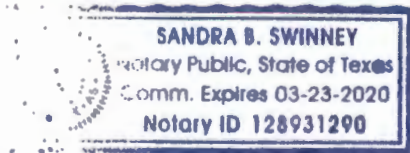
This instrument was acknowledged before me on the 23 day of February __, 2016 by Bradley D. Whittington, Authorized Agent of The Meadows at Kyle Development Co., LLC, the sole general partner of The Meadows at Kyle, Ltd. on behalf of said entity.

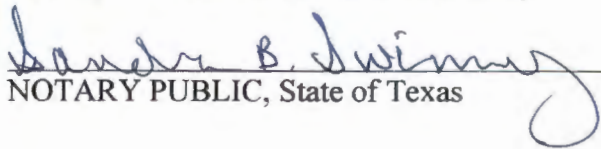



NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
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COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 23 day of February __, 2016, by Bradley D. Whittington, Authorized Agent of The Meadows at Kyle Development Co. II, LLC, the sole general partner of The Meadows at Kyle II, Ltd. on behalf of said entity.




NOTARY PUBLIC, State of Texas