

connection therewith, Kalogridis assigned its interest in the Agreement to the Developer pursuant to an “Assignment and Assumption of Development Agreement” dated on or about December 9, 2016 and recorded in the Hays County Real Property Records under Instrument # 16042271 (the “Assignment”);

WHEREAS, the City is located in a rapidly growing metropolitan area for which new construction and land development can positively or negatively impact the future character and finances of the City;

WHEREAS, the Property is located inside the corporate limits of the City and the Developer seeks to protect and enhance the beauty, heritage and economic value of the Property;

WHEREAS, the City finds development agreements to promote master-planned communities are an appropriate way of establishing land use controls, providing for the construction of appropriate and necessary utility and roadway infrastructure, encouraging orderly economic growth, protecting the environment, and promoting the welfare of present and future citizens of the area;

WHEREAS, the City and the Developer desire to amend the Agreement, as more particularly set forth herein; and

WHEREAS, the City Council has found that the development of the Property in compliance with the Agreement, as amended by this Amendment, will serve a public purpose and benefit the economy of the City and the best interest and welfare of the public;

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits described in this Amendment, and other good and valuable consideration, the sufficiency of which is acknowledged by both Parties, the City and Developer agree as follows:

**ARTICLE I
DEVELOPMENT STANDARDS AND REVIEW PROCEDURES**

1.01. Project Gross Impervious Cover. Notwithstanding anything in the Agreement or the Code to the contrary, the maximum impervious cover for the gross acreage of all phases of the Project shall not exceed 45%. Individual parcels (or lots) may exceed 45% impervious cover, so long as the gross acreage of the entire Project does not exceed 45% total impervious cover.

For this standard, impervious surfaces constitute improved surfaces and structures which do not allow for the penetration and/or percolation of stormwater into the soil beneath, such as, but not limited to, wood, stone, concrete, asphalt, roofing veneers, metal, swimming and decorative pools decking, brick, and hardened masonry pavers. Gross acreage includes all public and private property within the development including areas with streets, sidewalks, storm water management facilities, and all other public and private improvements and facilities.

Impervious cover for the individual lots within the Property shall be noted on the plans submitted for each new residential permit, along with documentation showing the corresponding increase of impervious cover for the overall Project.

**ARTICLE II
MISCELLANEOUS**

2.1 Approval of Assignment. The City consents to the Assignment.

2.2 Title of Agreement. The title of the Agreement is hereby amended to read as follows: “Development Agreement by and between the City of Kyle and Lennar Homes of Texas Land and Construction, Ltd. (Cool Springs Subdivision)”.

2.3 Amendment of Development Agreement. The Agreement is and shall remain in full force and effect, except as amended by this Amendment. In the event of a conflict between the Agreement and this Amendment, the terms of this Amendment shall control.

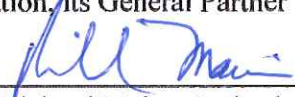
2.4 Defined Terms. Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Agreement.

2.5 **Effective Date.** This Amendment is legally effective and enforceable on the date it is approved by the City Council of Kyle. This Amendment was approved by the City Council of Kyle on August 7, 2018, which date is referred to herein as the "Effective Date."

DEVELOPER:

Lennar Homes of Texas Land and Construction, Ltd.,
a Texas limited partnership

By: Lennar Texas Holding Company, a Texas
corporation, its General Partner

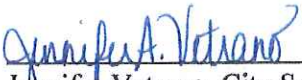
By: 
Richard Maier, Authorized Agent

KJP *NMAA*
8/15/18

CITY OF KYLE, TEXAS

By: 
Travis Mitchell, Mayor

ATTEST:


Jennifer Vetrano, City Secretary

APPROVED AS TO FORM:


Paige Saenz, City Attorney

STATE OF TEXAS

§

§

COUNTY OF HAYS

§

This document was acknowledged before me on the 15 day of August, 2018 by Travis Mitchell, Mayor, City of Kyle, a Texas municipal corporation, on behalf of said City.



Notary Public of State of Texas



(Seal)