

STATE OF TEXAS §

COUNTY OF HAYS §

**ADDENDUM TO THE AMENDED AND RESTATED DEVELOPMENT
AGREEMENT BETWEEN CITY OF KYLE, TEXAS, AND LEHMAN FAMILY LIMITED
PARTNERSHIP AND LEHMAN FAMILY TRUST**

This Addendum to the Amended and Restated Development Agreement ("Addendum") is by and between the City of Kyle, Texas, a home rule City situated in Hays County, Texas (the "City"), Lehman Family Limited Partnership and Lehman Family Trust, the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property described herein. The term "Parties" means the City and the Owner.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Hays County, Texas, which is more particularly described in the attached Exhibit "A" incorporated herein by reference;

WHEREAS, in October 2009, the City and the Owner entered into that one certain Chapter 43 Texas Local Government Code Development Agreement shown in the attached Exhibit "A" ("Prior Agreement");

WHEREAS, in May 2015, the City and the Owner entered into that certain Amended and Restated Development Agreement between the City of Kyle, Texas and the Lehman Family Limited Partnership and Lehman Family Trust, in which the Prior Agreement was amended and restated (the "Amended and Restated Agreement");

WHEREAS, the Owner has entered into a contract to sell the Property to The Brohn Group, L.L.C., which contract has been assigned to Clayton Properties Group, Inc., a Tennessee corporation, (the "Prospective Purchaser") formerly known and qualified to do business as CMH Parks, Inc.;

WHEREAS, the Prospective Purchaser has filed, on behalf of the Owner, an application for a Concept Plan No. SUB-18-0036 and a Preliminary Plan, No. SUB-18-0037 (the "Applications") pursuant to 2.02 of the Amended and Restated Agreement;

WHEREAS, current City ordinances, regulations and criteria do not allow for the type of single-family development proposed in the Applications;

WHEREAS, the City is considering options for the extension of wastewater infrastructure that will serve the Property;

WHEREAS, the Prospective Purchaser wishes to negotiate and enter into a development agreement addressing the development standards for the Property as well as other terms and conditions acceptable to the Prospective Purchaser and the City (the

“Clayton Development Agreement”) and, after the parties enter into the Clayton Development Agreement, to obtain approval of the Applications before closing on the purchase of the Property;

WHEREAS, the Amended and Restated Agreement provides that the Property will be annexed in the event that the Concept Plan and Preliminary Plan applications are not withdrawn within 180 days from the date of submission to the City;

WHEREAS it is evident that the Clayton Development Agreement will not be negotiated and entered within 180 days;

WHEREAS, the parties desire to enter into this Addendum for the purpose of extending the period of time that the Applications may be on file before the failure to withdraw the Applications will be considered a voluntary annexation request for the Property;

WHEREAS, additional time is necessary and appropriate to negotiate and enter the Clayton Development Agreement and make progress on plans for wastewater service to be provided to the Property;

WHEREAS, the Owner has the Property under contract to sell but does not want to lose the extra-territorial jurisdiction status if the sale does not close;

WHEREAS, this Addendum applies only to development applications submitted for development of the Property by the Prospective Purchaser pursuant to the Casetta Contract (herein defined);

NOW, TRFREFORE, for and in consideration of the above stated recitals, which are made a part of this Addendum, plus the mutual promises expressed herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant and agree as follows:

ARTICLE 1 PURPOSES AND TERM

1.01 Purpose. This Addendum modifies the deadline by which the Applications must be withdrawn in order to avoid the Applications constituting a voluntary request for annexation and address matters related to the City considering the Applications.

1.02 Authority. Authority for the Owner and the City to enter into this Addendum exists under the City Charter of the City, Article III, Section 52-a of the Texas Constitution; Chapter 212, Subchapter G, Tex. Local Government Code, ("Subchapter G"); and Chapter 395, Tex. Local Government Code ("Chapter 395") and other statutes as may be applicable.

1.03 Definitions. Words and phrases used in this Addendum shall, if defined in the Amended and Restated Agreement and not specifically modified by this Addendum, shall have

the definition and meaning as provided in the Amended and Restated Agreement.

ARTICLE 2 PRELIMINARY AND FINAL PLATS

2.01 Generally. All development applications relating to the Property will comply with the Code of Ordinances and other ordinances not codified of the City of Kyle ("Code"), except as amended, varied or waived by appropriate action of the City, as if the Property were inside the corporate limits of the City. The preceding sentence controls even if the Property has not been annexed by the City.

2.02 Preliminary Plan. The Owner may submit to the City an application for a preliminary plan for the Property for proposed development by the Prospective Purchaser without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property subject to 3.02 below. Pursuant to Section 41-45 of the City Code, the Owner may request the City, including the City's Zoning and Planning Commission, to make a written determination that the preliminary plan complies with all applicable regulations; provided, however, that such determination shall not constitute the final approval of the preliminary plan.

2.03 Subdivision Plats. The Owner may submit to the City an application for a subdivision plat for a portion of the Property for proposed development by the Prospective Purchaser without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property subject to 3.02 below. Owner may submit subdivision construction plans concurrently with a subdivision plat application.

2.04 City Review and Approval. In anticipation of the voluntary annexation of the Property, the City will not require the Owner to submit any development applications to Hays County for review or approval. The City will accept and review applications for preliminary plans, final plats, subdivision construction plans and site development permits for the Property.

ARTICLE 3 ANNEXATION

3.01 ETJ Status Maintained. Except as provided in Section 3.02, the City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes under the terms and conditions set forth in this Addendum. Except as provided in this Addendum, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan during the term of this Addendum, unless: (a) the Owner submits development applications for development of the Property by a developer other than the Developer; or (b) Section 4.01 of the Amended and Restated Agreement is violated. The occurrence of one of the events under Section 3.01(a) or (b) shall constitute a voluntary request for annexation, and

the Property will be subject to annexation at the discretion of the City Council.

3.02 Voluntary Annexation.

(a) So long as, that one certain contract to purchase dated August 29, 2017 between HLP Lehman Family Limited Partnership, Lehman Family Trust and Jansen Equipment, Inc., as Sellers and The Brohn Group, L.L.C, as Buyer, for the purchase of the Property, (hereinafter referred to as the “Casetta Contract”), is not terminated and so long as an application for a concept plan, preliminary plan under 2.02 of this Addendum, final plat under 2.03 or any related development permit relating to the Property is, or has been, filed, and such application is not withdrawn prior to the first to occur of the following events i) 540 days from the date of acceptance of the application for preliminary plan pursuant to 2.02 of this agreement; or, ii) the closing of the purchase of the Casetta Contract, then Owner’s failure to withdraw any such application will constitute and be deemed a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be deemed voluntary and the Owner hereby consents to such annexation as though the petition for such annexation had been tendered by Owner.

(b) In the event that: (i) the Casetta Contract is terminated or purchase thereunder fails to close for any reason; or (ii) development applications filed pursuant to this Agreement are withdrawn; prior to 540 days from the date of acceptance of the application for preliminary plan pursuant to 2.02 of this agreement, this Addendum shall terminate and the Property shall thereafter be governed and be developed in accordance with the Amended and Addendum dated August 15, 2017.

(c) If a preliminary plan, final plat or related development permit relating to the Property is approved by the City, such approval will constitute and be deemed a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be deemed voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

(d) If an application for a preliminary plan, final plat or related development permit relating to the Property is filed and such application is withdrawn on or before the 540th day after the day of the City's acceptance of such application, then such withdrawn application will not constitute or be deemed a petition for voluntary application.

(e) Owner may submit, at any time, a signed petition requesting the annexation of all or a portion of the Property.

3.03 Waiver of Owner's Rights Under 43.035. If the City Council begins annexation proceedings pursuant to Section 3.02, the Owner acknowledges and agrees that Section 43.002, Texas Local Government Code, does not apply to the City's annexation of the Property, except for uses authorized under the Restated and Amended Agreement. Further, Owner agrees that voluntary annexation pursuant to this Addendum will constitute Owner's waiver of all rights Owner may have under Section 43.002, Texas Local Government Code, except for uses authorized under the Restated and Amended Agreement.

3.04 Notice of Sale. The Owner shall give the City written notice of the sale or conveyance of the Property to Developer.

3.05 Change in Annexation Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Addendum or the City's ability to annex the Property pursuant to the terms of this Addendum.

ARTICLE 4 MISCELLANEOUS

4.01 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to a particular Party, as the case may be, at the address hereinafter stated; or (iii) one business day after being sent by email.

Any notice mailed to the City shall be addressed:

City of Kyle
Attn: City Manager
100W. Center Street
Kyle, Texas 78640

Any notice mailed to the Owner shall be addressed:

1000 Lehman Rd.

Kyle, TX 78640

Any notice mailed to the Developer shall be addressed:

Any party may change the address for notice to it by giving notice of such change in accordance with the previous provisions of this Section.

4.02 Effect of Addendum. The Parties agree that, except as modified hereby, the Amended and Restated Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Addendum and the Amended and Restated Agreement, this Addendum will control and modify the Amended and Restated Agreement.

4.03 Multiple Originals. The Parties may execute this Addendum in one or more duplicate originals, each of equal dignity.

4.04 Recordation. This Addendum shall be a covenant running with the Property and a copy of this Addendum will be recorded in the Official Public Records of Hays County, Texas.

4.05 Governing Law. This Addendum shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of the Addendum shall remain in full force and effect. This Addendum is performable in Hays County, Texas.

4.06 Termination or Amendment By Agreement. Except as otherwise provided in this Addendum, this Addendum may only be terminated or amended as to any or all of the Property at any time by mutual written consent of the City and Owner, or may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the owner of only the portion of the Property affected by the amendment or termination.

4.07 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

4.08 No Third Party Beneficiary. This Addendum is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

4.09 Effective Date. This Addendum will be effective as of the date upon which all Parties have executed the Addendum.

City of Kyle, Texas



Date: 10/9/2018

By: Travis Mitchell, Mayor

OWNER



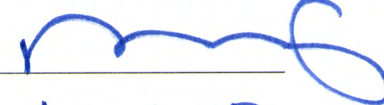
Date: 10/4/18

By: Hazel Lehman

Developer signs for the purpose of acknowledging that Developer has notice of the Amended and Restated Agreement and this Addendum, and Developer acknowledges and agrees that Developer will be bound by the terms and conditions of the Amended and Restated Agreement and the Addendum in the event that Developer acquires the Property, or a portion thereof, unless the City and the Developer agree otherwise in writing.

DEVELOPER

Clayton Properties Group Inc.
dba: Brohn Homes

By: 

Date: 10.8.18

ADAM BOENIG.
(VICE-PRESIDENT)

EXHIBIT 'A'

Scale: 1"=600'

GOFORTH ROAD

BUNTON LANE

TRACT 1

TRACT 2

CITY OF KYLE
ORDINANCE NUMBER 37

TRACT 7

CITY OF KYLE
ORDINANCE NUMBER 468

BRUDIS DRIVE

LEHMAN ROAD

CITY OF KYLE
ORDINANCE NUMBER 157

CITY OF KYLE
ORDINANCE NUMBER 372

CITY OF KYLE
ORDINANCE NUMBER 391

SKETCH OF
LEHMAN FAMILY TRUST TRACT
±181.60 ACRE
HAYS, COUNTY, TEXAS

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH LEHMAN FAMILY LIMITED PARTNERSHIP AND LEHMAN FAMILY TRUST, TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Kyle, Texas (the "City") has initiated several annexations for the purpose of filling gaps and providing for greater continuity within the city limits; and

Whereas, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City has offered to enter a development agreement titled "Development Agreement Under Section 43.035, Texas Local Government Code" (the "Agreement") attached hereto and incorporated herein as Exhibit A, with landowners owning land currently appraised for ad valorem tax purposes as land for agricultural use;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, HAYS COUNTY, TEXAS, THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Agreement Approved. The City Council hereby approves the Development Agreement Under Section 43.035, Texas Local Government Code attached hereto as Exhibit "A", and authorizes the Mayor to execute said Agreement.

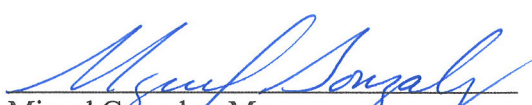
Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Local Government Code.

FINALLY PASSED AND APPROVED on this the 6th day of October, 2009.

ATTEST:

THE CITY OF KYLE, TEXAS


Amelia Sanchez, City Secretary


Miguel Gonzalez, Mayor

STATE OF TEXAS §
COUNTY OF HAYS §

**DEVELOPMENT AGREEMENT
UNDER SECTION 45.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement Under Section 45.035, Texas Local Government Code is entered between the City of Kyle, Texas (the “City”) and the undersigned property owner(s) (the “Owner”) (the “Agreement”). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Hays County, Texas, which is more particularly described in the attached Exhibit “A” (the “Property”) that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner’s Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City’s annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City’s extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City’s extraterritorial jurisdiction (the “ETJ”) and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner’s Obligations. In consideration of the City’s agreement not to annex the

Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement, without the prior written consent of the City. The Owner's use of the property as of the Effective Date includes the following:
 - (1) Raising and selling of livestock, including pigs, hogs, and cattle.
 - (2) The planting, cultivation, harvesting, and destruction of crops, plowing of the land and application of herbicides, insecticides, fertilizers, and other chemical performed by ground rigs, airplanes, and helicopters; and
 - (3) Storage and selling of grains, crops, chemicals, fertilizer, and feed.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Hays County or the City until the Property is annexed into and zoned by the City; provided that the Property may be subdivided into two parcels that are greater than five acres in size if required by a lender to finance the construction of a new single family home or other building or structure that is authorized to be constructed on the Property under Section 2(c).
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Agricultural District (District "A") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences, except as authorized in this Section 2(c)) are exceptions to this Section 2(c). One additional new single family residence may be constructed on the Property if the residence is to be occupied by family members of the Owner who participate in the ownership or operation of the agricultural, timberland, or wildlife management uses of the Property. Proof of qualification for this exception must be presented at the time of application for a building permit.
- (d) The City's Agricultural District (District "A") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "A", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Structures that exist on the Property on the Effective Date shall not be subject to setback requirements. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed

in compliance with the regulations for the Agricultural District (District "A") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement. Building permits and related inspections shall not be required for accessory structures related to the existing use of the Property.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit (excluding building permit applications for construction of a new single family residence or additions to an existing single family residence authorized to be located on the Property under Section 2), or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.
 - (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as

specifically provided otherwise herein; provided that fees that are applicable to properties located within the ETJ shall apply to the Property. A City regulation shall be deemed to materially interfere with the use of the Property for agriculture, wildlife management, or timber if the regulation prohibits one of the uses of Property listed in Section 2(a) or a use authorized by Chapter 23, Texas Tax Code; provided that the City may regulate hunting to the extent authorized by Chapter 229, Texas Local Gov't Code. It is the intent of the parties that the enforcement of City regulations during the term of this Agreement does not prevent the Owner from continuing the Owner's agricultural operation under current practices that are compliant with applicable state and federal law or under future practices that occur due to changes in technology, methods, or applicable state or federal law and that are compliant with applicable state and federal law.

Section 5. Term. The term of this Agreement (the "Term") is fifteen (15) years from the Effective Date. The Agreement may be extended for two additional fifteen year terms upon the agreement of both parties and approval by the City Council

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate following the expiration of this Agreement and the institution of annexation proceedings by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.
- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Kyle
Attn: City Manager
100 W. Center Street
Kyle, Texas 78640

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and this Agreement or a memorandum of this Agreement acceptable to City and the Owner shall be recorded in the Official Public Records of Hays County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation

shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Hays County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this 5th day of October, 2009.

Owner (s)

Hazel Lehman
Printed Name: Hazel Lehman

Printed Name: _____

City of Kyle, Texas

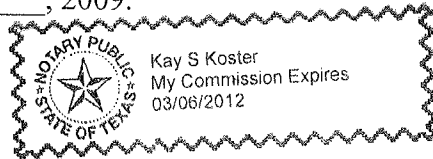
Miguel Gonzalez
Miguel Gonzalez, Mayor

STATE OF TEXAS §

COUNTY OF HAYS §

BEFORE ME the undersigned authority on this day personally appeared Hazel Lehman, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5th day of October, 2009.



Kay S. Koster
Notary Public - State of Texas

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BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2009.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME the undersigned authority on this day personally appeared Miguel Gonzalez, Mayor, City of Kyle, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of October, 2009.



Amelia L. Sanchez
Notary Public - State of Texas

EXHIBIT 'A'

Scale: 1"=600'

60FORTH ROAD

BUNTON LANE

TRACT 1

TRACT 2

TRACT 7

CITY OF KYLE
ORDINANCE NUMBER 57

CITY OF KYLE
ORDINANCE NUMBER 468

CITY OF KYLE
ORDINANCE NUMBER 157

CITY OF KYLE
ORDINANCE NUMBER 372

CITY OF KYLE
ORDINANCE NUMBER 391

SKETCH OF
LEHMAN FAMILY TRUST TRACT
±181.60 ACRE
HAYS COUNTY, TEXAS

LEHMAN FAMILY TRUST
DEVELOPMENT AGREEMENT
CITY OF KYLE, TEXAS

TRACT 1

All that certain tract or parcel of land, called 46.68 acres, conveyed to Hazel M. Lehman, Trustee of the Lehman Family Trust by Will of Theodore H. Lehman, as recorded in Volume 280, Page 213 Official Public Records of Hays County, Texas.

TRACT 2

All that certain tract or parcel of land, called 50.11 acres, conveyed to Hazel M. Lehman, Trustee of the Lehman Family Trust by Will of Theodore H. Lehman, as recorded in Volume 285, Page 171 Official Public Records of Hays County, Texas.

TRACT 7

All that certain tract or parcel of land, called 83.4273 acres, conveyed to Lehman Family Limited Partnership and Lehman Family Trust, Hazel M. Lehman, Trustee, by deed recorded in Volume 3352, Page 175 Official Public Records of Hays County, Texas.

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
102 N. LBJ Dr.
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517



Receipt Number: **SM-2009-343211**

Payor: HLP LEHMAN FAMILY LIMITED PARTNERSH (O0082197)
HAZEL M LEHMAN TRUSTEE
1000 LEHMAN RD
KYLE, TX 78640

Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (O0082197)
HAZEL M LEHMAN TRUSTEE
1000 LEHMAN RD
KYLE, TX 78640

Quick Ref ID: R70300
Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (O0082197) - 100%
Owner Address: HAZEL M LEHMAN TRUSTEE
1000 LEHMAN RD
KYLE, TX 78640

Property: 10-0263-0009-00000-2
Legal Description: A0263 JOHN JONES SURVEY, ACRES 84.4273

| Tax Year/Taxing Unit | Taxable Value | Tax Rate | Levy | Tax Paid | Amount Paid |
|------------------------|---------------|----------|--------|----------|---------------|
| 2008 | | | | | |
| Plum Creek | 18,150 | 0.018000 | 3.27 | 3.27 | 3.27 |
| Hays Consolidated | 18,150 | 1.461300 | 265.23 | 265.23 | 265.23 |
| Special Road Dist | 18,150 | 0.080100 | 14.54 | 14.54 | 14.54 |
| Plum Creek | 18,150 | 0.018000 | 3.27 | 3.27 | 3.27 |
| Hays County | 18,150 | 0.374900 | 68.05 | 68.05 | 68.05 |
| Hays Co ESD #5 | 18,150 | 0.085000 | 15.43 | 15.43 | 15.43 |
| Total Payment Amount | | | | | 369.79 |
| Check Payment Tendered | | | | | 369.79 |
| Total Tendered | | | | | 369.79 |

Date Paid: 01/08/2009
Effective Date: 01/08/2009
Station: Luanne
Cashier: LuanneC

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
102 N. LBJ Dr.
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517



Receipt Number: **SM-2009-343213**

Payor: HLP LEHMAN FAMILY LIMITED PARTNERSH (O0082197)
HAZEL M LEHMAN TRUSTEE
1000 LEHMAN RD
KYLE, TX 78640

Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (O0082197)
HAZEL M LEHMAN TRUSTEE
1000 LEHMAN RD
KYLE, TX 78640

Quick Ref ID: R12600
Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (O0082197) - 100%
Owner Address: HAZEL M LEHMAN TRUSTEE
1000 LEHMAN RD
KYLE, TX 78640

Property: 10-0021-0010-00000-2
Legal Description: A0021 MILTON B ATKINSON SURVEY,
ACRES 50.06

| Tax Year/Taxing Unit | Taxable Value | Tax Rate | Levy | Tax Paid | Amount Paid |
|------------------------|---------------|----------|--------|----------|---------------|
| 2008 | | | | | |
| Plum Creek | 10,760 | 0.018000 | 1.94 | 1.94 | 1.94 |
| Hays Consolidated | 10,760 | 1.461300 | 157.23 | 157.23 | 157.23 |
| Special Road Dist | 10,760 | 0.080100 | 8.62 | 8.62 | 8.62 |
| Plum Creek | 10,760 | 0.018000 | 1.94 | 1.94 | 1.94 |
| Hays County | 10,760 | 0.374900 | 40.34 | 40.34 | 40.34 |
| Hays Co ESD #5 | 10,760 | 0.085000 | 9.15 | 9.15 | 9.15 |
| Total Payment Amount | | | | | 219.22 |
| Check Payment Tendered | | | | | 219.22 |
| Total Tendered | | | | | 219.22 |

Date Paid: 01/08/2009
Effective Date: 01/08/2009
Station: Luanne
Cashier: LuanneC

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
102 N. LBJ Dr.
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517



Receipt Number: **SM-2009-343214**

Payor: HLP LEHMAN FAMILY LIMITED PARTNERSH (O0082197)
HAZEL M LEHMAN TRUSTEE
1000 LEHMAN RD
KYLE, TX 78640

Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (O0082197)
HAZEL M LEHMAN TRUSTEE
1000 LEHMAN RD
KYLE, TX 78640

Quick Ref ID: R12599
Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (O0082197) - 100%
Owner Address: HAZEL M LEHMAN TRUSTEE
1000 LEHMAN RD
KYLE, TX 78640

Property: 10-0021-0009-00000-2
Legal Description: A0021 MILTON B ATKINSON SURVEY,
ACRES 48.68

| Tax Year/Taxing Unit | Taxable Value | Tax Rate | Levy | Tax Paid | Amount Paid |
|-----------------------------|---------------|----------|--------|----------|---------------|
| 2008 | | | | | |
| Plum Creek | 10,470 | 0.018000 | 1.88 | 1.88 | 1.88 |
| Hays Consolidated | 10,470 | 1.461300 | 153.00 | 153.00 | 153.00 |
| Special Road Dist | 10,470 | 0.080100 | 8.39 | 8.39 | 8.39 |
| Plum Creek | 10,470 | 0.018000 | 1.88 | 1.88 | 1.88 |
| Hays County | 10,470 | 0.374900 | 39.25 | 39.25 | 39.25 |
| Hays Co ESD #5 | 10,470 | 0.085000 | 8.90 | 8.90 | 8.90 |
| Total Payment Amount | | | | | 213.30 |
| Check Payment Tendered | | | | | 213.30 |
| Total Tendered | | | | | 213.30 |

Date Paid: 01/08/2009
Effective Date: 01/08/2009
Station: Luanne
Cashier: LuanneC

TAX RECEIPT

HAYS COUNTY TAX OFFICE
Luanne Caraway Tax Assessor-Collector
102 N. LBJ Drive
San Marcos, TX 78666
(512) 393-5545

This is a receipt for taxes paid as of 11/16/2007 based upon the tax records of the County Tax Office.

| | |
|---|--|
| Station : dianec Cashier : DianeC Tax Years : 2007 Payor : LEHMAN, HAZEL LIPPE | Receipt Number : SM-2007-233926 Date Paid : 11/16/2007 Effective Date: 11/16/2007 Tender Method : Check Payment - 1621 Total Paid : 1,656.53 |
|---|--|

Payor: LEHMAN, HAZEL LIPPE (O0022441)
 1000 LEHMAN RD
 KYLE, TX 78640

Owner: Multiple Owners

LEGAL DESCRIPTION

ENTITIES

| | |
|--------|---|
| R11514 | : ABS 14 JOHN STUART SURVEY 38.93 AC |
| R12599 | : A0021 MILTON B ATKINSON SURVEY, ACRES 48.68 |
| R12600 | : A0021 MILTON B ATKINSON SURVEY, ACRES 50.11 |
| R70073 | : ABS 14 JOHN STUART SURVEY 20.00 AC |
| R70300 | : A0263 JOHN JONES SURVEY, ACRES 111.6263 |
| R70301 | : ABS 263 JOHN JONES SURVEY 1.00 AC GEO#90602151 |

| | |
|-----|----------------------------------|
| FHA | Hays Co ESD #5 |
| SHA | Hays Consolidated ISD |
| GHA | Hays County |
| PCC | Plum Creek Conservation District |
| WPC | Plum Creek Groundwater District |
| RSP | Special Road Dist |

Instrument # 18036141 Number of Pages: 22
 Filed and Recorded: 10/10/2018 12:02 PM
 Liz Q. Gonzalez, Hays County Clerk, Texas
 Rec \$110.00 Deputy Clerk: KBOGGUS

PAYMENT SUMMARY

R11514 - LEHMAN, HAZEL LIPPE (O0022441)
 1000 LEHMAN RD KYLE, TX 78640

10-0014-0078-00000-2

| Tax Year / Taxing Unit | Taxable Value | Tax Rate | Levy | Tax Paid | Penalty&Int | Coll. Penalty | Amount Paid |
|------------------------|---------------|----------|--------|----------|-------------|---------------|-------------|
| 2007 FHA | 7,880.00 | 0.077000 | 6.07 | 6.07 | 0.00 | 0.00 | 6.07 |
| 2007 SHA | 7,880.00 | 1.461300 | 115.15 | 115.15 | 0.00 | 0.00 | 115.15 |
| 2007 GHA | 7,880.00 | 0.371400 | 29.26 | 29.26 | 0.00 | 0.00 | 29.26 |
| 2007 PCC | 7,880.00 | 0.017800 | 1.40 | 1.40 | 0.00 | 0.00 | 1.40 |
| 2007 WPC | 7,880.00 | 0.018000 | 1.42 | 1.42 | 0.00 | 0.00 | 1.42 |
| 2007 RSP | 7,880.00 | 0.086000 | 6.78 | 6.78 | 0.00 | 0.00 | 6.78 |

Total Payment for Property R11514 160.08

R12599 - LEHMAN, HAZEL LIPPE (O0022441)
 1000 LEHMAN RD KYLE, TX 78640

10-0021-0009-00000-2

| Tax Year / Taxing Unit | Taxable Value | Tax Rate | Levy | Tax Paid | Penalty&Int | Coll. Penalty | Amount Paid |
|------------------------|---------------|----------|--------|----------|-------------|---------------|-------------|
| 2007 FHA | 9,850.00 | 0.077000 | 7.58 | 7.58 | 0.00 | 0.00 | 7.58 |
| 2007 SHA | 9,850.00 | 1.461300 | 143.94 | 143.94 | 0.00 | 0.00 | 143.94 |
| 2007 GHA | 9,850.00 | 0.371400 | 36.59 | 36.59 | 0.00 | 0.00 | 36.59 |
| 2007 PCC | 9,850.00 | 0.017800 | 1.75 | 1.75 | 0.00 | 0.00 | 1.75 |
| 2007 WPC | 9,850.00 | 0.018000 | 1.77 | 1.77 | 0.00 | 0.00 | 1.77 |
| 2007 RSP | 9,850.00 | 0.086000 | 8.47 | 8.47 | 0.00 | 0.00 | 8.47 |

Total Payment for Property R12599 200.10

R12600 - LEHMAN, HAZEL LIPPE (O0022441)
 1000 LEHMAN RD KYLE, TX 78640

10-0021-0010-00000-2

| Tax Year / Taxing Unit | Taxable Value | Tax Rate | Levy | Tax Paid | Penalty&Int | Coll. Penalty | Amount Paid |
|------------------------|---------------|----------|--------|----------|-------------|---------------|-------------|
| 2007 FHA | 10,140.00 | 0.077000 | 7.81 | 7.81 | 0.00 | 0.00 | 7.81 |
| 2007 SHA | 10,140.00 | 1.461300 | 148.18 | 148.18 | 0.00 | 0.00 | 148.18 |
| 2007 GHA | 10,140.00 | 0.371400 | 37.66 | 37.66 | 0.00 | 0.00 | 37.66 |
| 2007 PCC | 10,140.00 | 0.017800 | 1.80 | 1.80 | 0.00 | 0.00 | 1.80 |
| 2007 WPC | 10,140.00 | 0.018000 | 1.83 | 1.83 | 0.00 | 0.00 | 1.83 |
| 2007 RSP | 10,140.00 | 0.086000 | 8.72 | 8.72 | 0.00 | 0.00 | 8.72 |

Total Payment for Property R12600 206.00