

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS         §

**FIRST AMENDMENT TO THE  
DEVELOPMENT AGREEMENT  
BETWEEN CITY OF KYLE, TEXAS, AND  
INTERMANDECO GP, LLC OR ASSIGNS**

This First Amendment to the Development Agreement (“Amendment”) is by and between the City of Kyle, Texas, a home rule city situated in Hays County, Texas (the “City”) and PARAMOUNT PARK, LTD., Assignee of Intermandeco GP, LLC, (“Developer”). The term “Parties” or “Party” means the City and the Developer collectively or singularly.

**AGREED FACTS:**

- A. The Development Agreement was fully approved by City Council on August 1, 2017, executed by the Mayor on August 10, 2017 and duly recorded by the Hays County Clerk on August 14, 2017 under Instrument No. 17028389.
- B. On April 18, 2018, Intermandeco GP, LLC assigned all of its right, title and interest, etc., in and to said Development Agreement to its affiliate, Paramount Park, Ltd., which assumed all of the obligations of Intermandeco GP, LLC as Developer under said Development Agreement, and the said Assignment of Development Agreement Between the City of Kyle and Intermandeco GP, LLC, or Assigns was duly recorded at Instrument 18013614, Hays County, Texas.
- C. The City and the Developer wish to amend the Development Agreement in order to make two minor modifications to Paragraph 2.02 of said Development Agreement.

**AGREEMENT:**

**Section 1.** Section 2.02, Residential and Commercial, under Article 2 of the Development Agreement is hereby modified to add the following to the initial paragraph of said Section 2.02:

“.....and (vi) Homes on the single family lots within the R-1-A district as detailed on the concept plan shall be limited to detached homes.”

Section 2.02 is hereby further modified to add the following fourth item to the listing in Section 2.02(a):

[DATE]

"4. Side Setbacks – The side setbacks for the single family lots within the R-1-A district as detailed in the concept plan shall be a minimum of five feet (5') on each side."

The remaining provisions of Section 2.02 shall remain in full force and effect.

**Section 2. Effective Date.** This First Amendment to the Agreement is legally effective and enforceable upon the execution of this First Amendment by both parties.

**Section 3.** The amendments listed in Section 1 of this First Amendment are the only changes to the original Agreement and all other provisions of the original Agreement shall remain in full force except as modified by this First Amendment.

SIGNED and executed this \_\_\_\_ day of June, 2019.

**DEVELOPER:**

PARAMOUNT PARK, LTD.  
By: INTERMANDECO GP, LLC  
Its" General Partner

By: [Signature]  
Cary L. Cobb, Vice President

**CITY OF KYLE, TEXAS**

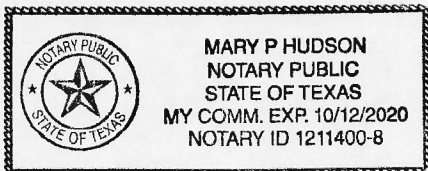
By: [Signature]  
Travis Mitchell, Mayor

**ATTEST:**

[Signature]  
Jennifer Vetroho, City Secretary

THE STATE OF TEXAS §  
  §  
COUNTY OF Cook §

This instrument was acknowledged before me on August 5th, 2019, by Cary L. Cobb, Vice President of Intermandeco GP, LLC, a Texas limited liability company, the General Partner of Paramount Park, Ltd., a Texas limited liability company, for and on behalf of said entities.



[Signature]  
Notary Public in and for the State of Texas

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HAYS       §

This instrument was acknowledged before me on June 28<sup>TH</sup>, 2019, by  
Travis Mitchell, Mayor of the City of Kyle, Hays County, Texas, on behalf of said city.

Gustavo Guerrero  
Notary Public in and for the State of Texas

