

**FIRST AMENDMENT TO THE BLANCO RIVER RANCH INTERIM ANNEXATION
AND DEVELOPMENT AGREEMENT**

This First Amendment to the Blanco River Ranch Interim Annexation and Development Agreement (this "Amendment") is entered into between the City of Kyle, Texas, a home-rule municipal corporation (the "City"), and Blanco River Ranch Properties, LP, a Texas limited partnership ("Owner"). The City and Owner are sometimes individually referred to as a "Party" and collectively referred to as the "Parties". Owner warrants and represents that there are no other owners of any portion of the Property and no other third-parties holding an interest thereon.

Recitals:

- A. The Parties entered into that certain Blanco River Ranch Interim Annexation and Development Agreement dated effective on or about May 6, 2016 (the "Agreement"), which addresses the development of the Property described in the Agreement and the application of the City's ordinances and regulations to the Property.
- B. The Property is located in both the City's city limits and the extraterritorial jurisdiction (the "ETJ").
- C. A portion of the future FM 150 roadway (the "ROW") will be constructed on the Property.
- D. Hays County, the Texas Department of Transportation, and City have engaged in years of planning and study to plan for the realignment and extension of the ROW through Hays County.
- D. The Owner desires at this time to: a) plat the ROW; b) lay out the commercial parcels and receive approval of final plats for such areas within the city limits; c) plat the main right-of-way that serves the commercial tracts (the "Spine Road"); and d) receive approval of a preliminary plan showing the layout of residential and commercial tracts in the ETJ, and has submitted the preliminary plans (the "Plans") and proposed final plats (the "Plats") to the City and County described in Exhibit A attached hereto and incorporated herein for all purposes.
- E. The City is agreeable to authorizing a simplified approval process to allow for the platting of the Property as provided in subsection D above on the terms and conditions set forth in this ordinance.
- F. Hays County is similarly taking steps to approve plats and plans designating the boundaries of the ROW through the Property and the layout of residential and commercial tracts.
- G. The City will benefit from establishing the FM 150 ROW boundaries, the Spine Road, and the commercial parcels to facilitate planning for the FM 150 Realignment project, and the Owner will benefit from establishing the ROW boundaries, the Spine Road boundaries, and the commercial tracts, to facilitate planning of the development of the Property and will further benefit from the simplified platting process.

NOW, THEREFORE, in consideration of the mutual agreements, obligations and benefits set forth in this Amendment, the Parties agree as follows:

Section 1. Platting of the Property.

- (a) The Owner may cause the portion of the Property described in the Plats to be legally platted to establish the boundaries for the ROW, the commercial parcels, and the Spine Road as provided in this Agreement. The Owner will be entitled to receive approval from the City's Planning and Zoning Commission (the "Commission") of one or more final plats that establish the boundaries of the ROW, the Spine Road, and the commercial parcels as generally shown in the Plats without obtaining prior approval of a Concept Plan, Preliminary Plan, or construction plans, or posting fiscal surety, and may further receive approval from the Commission of the Plans without obtaining prior approval of a Concept Plan provided that the following conditions are met:
- 1) The Plats and Plans will be reviewed by the Planning Department and the Owner addresses any comments by the Planning Department.
 - 2) The Plats and Plans will contain one or more plat notes that document the limitations on issuance of building permits or site development permits and development of the Property described in Sections 1(b) and 1(c), in language approved by the City.
 - 3) The Owner agrees that the Owner shall not convey, sell, or transfer any portion of the Property to a subsequent owner until the infrastructure required by City regulations necessary to serve the Property (the "Infrastructure") has been built or adequate fiscal surety in a form acceptable to the City guaranteeing the construction of the Infrastructure has been filed with and accepted by the City (the "Fiscal Surety").
- (b) The Owner acknowledges and agrees that no building permits or site development permits may be issued for development of the Property until the Owner has submitted and obtained approval any plats or replats for the Property providing for the development of the Property consistent with the Agreement and the City's regulations, obtained the required zoning approvals for the Property, obtained approval of construction plans for all Infrastructure needed to serve the Property and either constructed such Infrastructure or posted Fiscal Surety with the City, and otherwise has complied with the requirements of the City's ordinances for issuance of building permits or site development permits. Furthermore, the Owner acknowledges and agrees that the City does not accept the ROW or the Spine Road for ownership, maintenance, or operation until the Owner constructs the Infrastructure, including, but not limited to the ROW and the Spine Road, in accordance with the City's regulations, the approved construction plans, and good engineering practices.
- (c) Nothing herein is intended to waive compliance with the Agreement or to waive

any requirements of applicable ordinances or procedures except to the limited extent necessary to allow for the ROW, the Spine Road, and commercial parcels to be platted as provided in Section 1(a).

- (d) The Owner agrees that the Owner will dedicate additional land for the ROW to the City if the City reasonably determines that additional land is needed. The Owner shall dedicate the land at no cost to the City.

Section 2. Effect of Amendment. Except as provided by this Amendment, the terms and provisions of the Agreement will continue to govern the rights and obligations of the Parties, and all provisions and covenants of the Agreement, as amended by this Amendment, will remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, this Amendment will control and modify the terms and provisions of the Agreement. Words and phrases used in this Amendment, if defined in the Agreement and not specifically modified by this Amendment, shall have the definition and meaning as provided in the Agreement.

Section 3. Miscellaneous.

- (a) Form 1295. Owner acknowledges that Section 2252.908, Texas Government Code ("Section 2252.908") requires disclosure of certain matters by business entities entering into a contract with a local government entity such as the City. Owner confirms that it has reviewed Section 2252.908 and that Owner will 1) complete Form 1295, using the unique identification number specified on page 1 of this Amendment, and electronically file it with the Texas Ethics Commission ("TEC"); and 2) submit to the City the signed and notarized Form 1295, including the certification of filing number of the Form 1295 with the TEC, at the time the Owner executes and submits this Amendment to the City. Form 1295 is available at the TEC's website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

This Amendment is not effective until the requirements listed above are satisfied and approval of this Amendment by the City is expressly made contingent upon Owner's compliance with such requirements.

- (b) By entering into an Amendment with the City, the Owner verifies that the Owner does not boycott Israel and will not boycott Israel during the term of the Amendment.
- (c) This Amendment is effective upon execution by both Parties. This Amendment may be executed simultaneously in one or several counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment in multiple copies, each of equal dignity, on this the 15th day of October, 2019.

(The remainder of this page has been left blank intentionally, and the signature pages follow.)

CITY OF KYLE, TEXAS

Travis Mitchell
Travis Mitchell, Mayor
Date: 10/16/2019

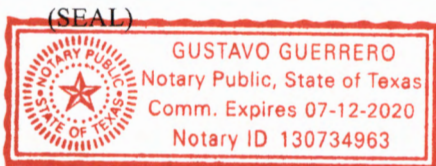
Attest:

Jennifer Vetrano
Jennifer Vetrano, City Secretary

THE STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 16TH day of OCTOBER, 2019, by Travis Mitchell, Mayor of the City of Kyle, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

Gustavo Guerrero
Notary Public, State of Texas



BLANCO RIVER RANCH PROPERTIES, LP, a Texas limited partnership

By: Blanco River Ranch GP, LLC, a Texas limited liability company,
Its general partner

By: Gregg T. Reyes
Name: GREGG T REYES
Title: GENERAL MANAGER

Date: 10/15/19

THE STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on this 15 day of October, 2019, by Gregg T. Reyes, GM of Blanco River Ranch GP, LLC, a Texas limited liability company, the general partner of Blanco River Ranch, LP, a Texas limited partnership, on behalf of said limited partnership.

(SEAL) Joieux Monique Bishop
Notary Public, State of Texas
Comm. Expires 06-01-2020
Notary ID 11582682

EXHIBITA

October 9, 2019

Mr. William Atkinson
City Planner
City of Kyle
100 W. Center Street
Kyle, Texas 78640

RE: Subdivision application for Kyle Town Center

Dear Mr. Atkinson,

Please accept this letter as notification that the applicant, NADG LFI KYLE, LP, requests that this subdivision application follow the City of Kyle's Alternative Approval Process rather than the standard approval process.

Thank you for your work on this application and please let me know if you need anything further.

Regards,

A handwritten signature in blue ink, appearing to read 'Stephen Preston', with a long horizontal stroke extending to the right.

Stephen Preston, ASO

NADG LFI KYLE, LP

THE STATE OF TEXAS

COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and the time stamped herein by me and was duly RECORDED in the Records of Hays County, Texas.

19038569 AMENDMENT
10/23/2019 03:19:06 PM Total Fees: \$50.00

 Elaine H. Cardenas

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas