

STATE OF TEXAS §
 §
COUNTY OF HAYS §

**THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT
BETWEEN CITY OF KYLE, TEXAS AND CLAYTON PROPERTIES GROUP, INC.
DBA BROHN HOMES**

This Third 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 Clayton Properties Group, Inc. d/b/a Brohn Homes (“Developer”). The term “Parties” or “Party” means the City and the Developer collectively or singularly.

RECITALS

WHEREAS, Developer and the City entered into that certain Amendment to the Development Agreement between the City of Kyle, Texas and Clayton Properties Group, Inc. DBA Brohn Homes dated effective August 14, 2019 (the “Original Agreement”) amended by two subsequent amendments;

WHEREAS, the Original Agreement, as amended, is referred to herein as the “Agreement”);

WHEREAS, the Agreement addresses development of that certain 97.646 acre tract, more or less, which is further described in the Original Agreement;

WHEREAS, the Developer and the City desire to enter into this Amendment to address the conditions for release of building permits prior to completion and acceptance of the Intersection Improvements and to address construction or funding of certain subdivision infrastructure as provided herein;

NOW, THEREFORE, for and in consideration of the above stated recitals, which are made a part of this Agreement, the benefits described below, 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
AMENDMENT**

1.01 Release of Building Permits; Subdivision Infrastructure.

(a). The Developer shall deposit Seventeen Thousand Six Hundred Thirty-Two Dollars and Fifty Cents (\$17,632.50) (the “Deposit”) into escrow with the City for the construction of a sidewalk along Bunton Lane that fronts Bunton Road (the “Sidewalk”). The City shall only use the Deposit for the construction of the Sidewalk. The Deposit shall be made to the City within ninety (90) days of the Effective Date of this Amendment.

(b). The Developer shall immediately replace the standup curb that is part of the Intersection Improvements with roll curb and by pouring a 9.5' mountable stamped concrete apron

behind the curb in accordance with updated plans and specifications approved by the City and substantially similar to that set forth in Exhibit A attached hereto and incorporated herein for all purposes. Such work shall be done without reimbursement from the City for the cost of said improvements.

(c) Building permits for Phase 1 of the Project will be issued before the Phase 1 subdivision improvements have been completed and accepted by the City; provided that the permit application satisfies all other requirements set forth in City regulations for approval of building permits. No certificates of occupancy will be issued until the all of the subdivision infrastructure for Phase 1 of the Project, including the improvements described in Section 1.01(b), have been completed by the Developer and accepted by the City. All Phase 1 subdivision improvements, including the improvements described in Section 1.01(b), shall be completed and accepted by the City within sixty (60) days of the Effective Date of this Amendment (the "Deadline"). If said infrastructure is not completed by the Deadline, issuance of building permits for Phase 1 shall be suspended until said infrastructure is complete and accepted by the City.

ARTICLE 2 MISCELLANEOUS

2.01. Definitions. Words and phrases used in this Amendment shall, if defined in the Agreement and not specifically modified by this Amendment, shall have the definition and meaning as provided in the Agreement. When used in this Amendment, the term "Agreement" shall mean the Original Agreement, as amended by this Amendment.

2.02. Miscellaneous.

- (a) Entire Agreement. This Amendment, together with the Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.
- (b) Binding Effect. The terms and provisions hereof shall be binding upon the Developer and its successors and assigns.
- (c) Effect of Amendment. The Parties agree that, except as modified hereby, the Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Agreement, this Amendment will control and modify the Agreement.
- (d) Counterparts. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.
- (e) Anti-Boycott Provision. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (a) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that Developer does not boycott Israel and will not boycott Israel during the term of this Amendment.

SIGNED and executed this __ day of _____, 2021.

Clayton Properties Group Inc. (dba – Brohn Homes)

By: 
Adam Boenig, Vice President

CITY OF KYLE, TEXAS

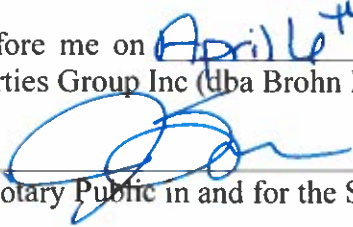
By: 
Travis Mitchell, Mayor

ATTEST:


Jennifer Holm, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on April 6th, 2021, by Adam Boenig, Vice President of Clayton Properties Group Inc (dba Brohn Homes).


Notary Public in and for the State of Texas

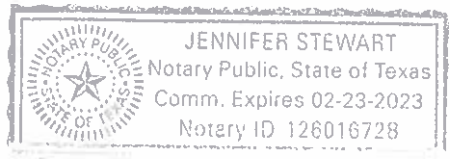
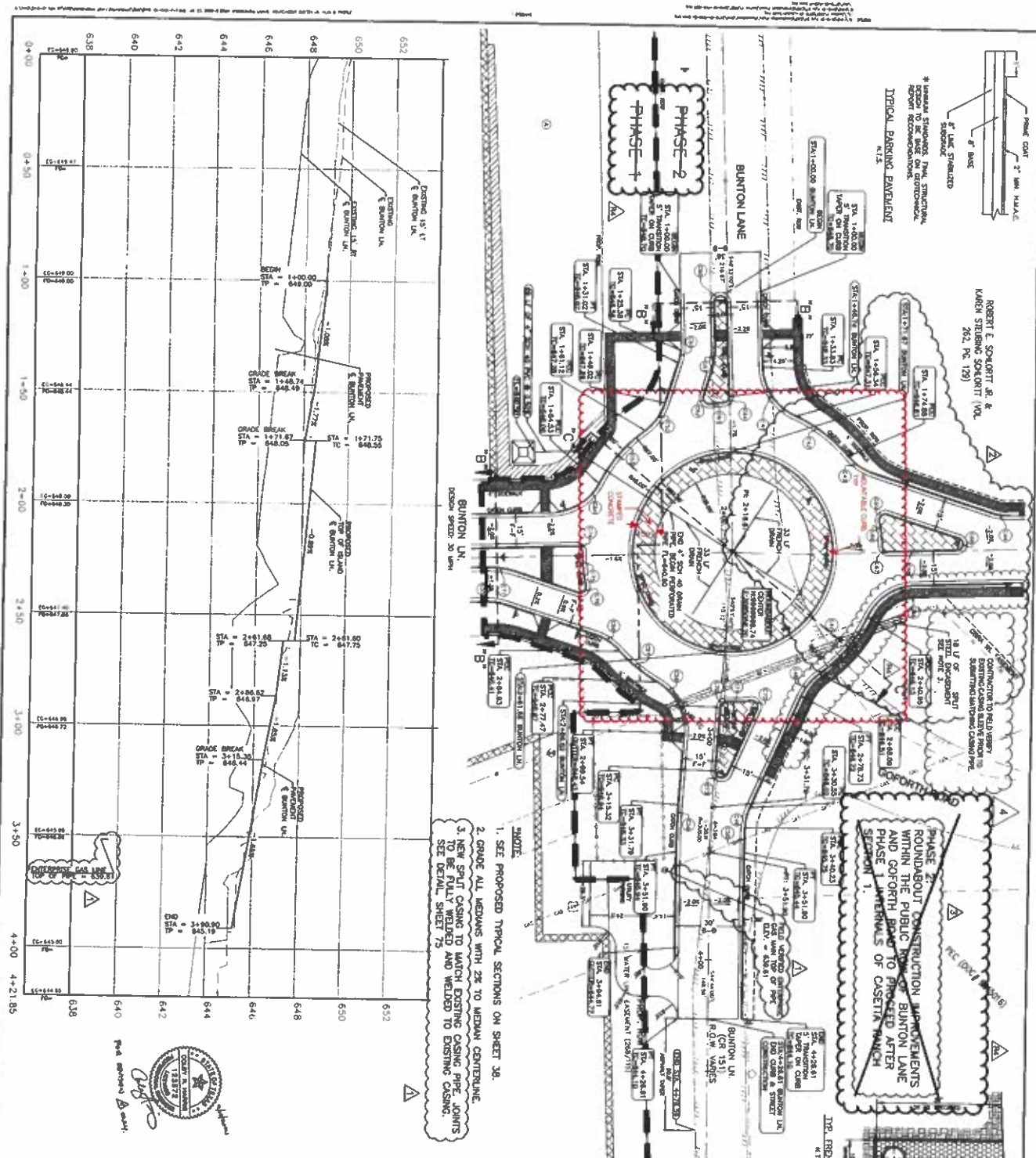


Exhibit "A"



1. SEE PROPOSED TYPICAL SECTIONS ON SHEET 30.
2. GRADE ALL MEDIANS WITH 2% TO MEDIAN CENTRELINE.
3. NEW FIT CASING TO MATCH EXISTING CASING PIPE JOINTS. THE FIT CASING SHALL BE 12\"/>

CHAIN	LENGTH	DELTA	PIVOTS	DIRECTION	CURVE
C41	38.62'	121.24°	23.00'	RT	118.30'
C42	38.62'	29.37°	62.00'	RT	107.04'
C43	13.37'	31.33°	23.00'	RT	107.04'
C44	8.37'	200.00°	23.00'	LT	107.04'
C45	27.87'	202.54°	23.00'	LT	118.11'
C46	13.16'	309.71°	67.00'	LT	124.87'
C47	8.42'	21.94°	23.00'	RT	124.87'
C48	11.09'	21.54°	23.00'	RT	124.87'
C49	8.42'	19.13°	23.00'	RT	124.87'
C50	31.16'	28.53°	67.00'	RT	107.04'
C51	8.37'	61.01°	23.00'	RT	107.04'
C52	8.37'	200.00°	23.00'	LT	107.04'
C53	13.16'	309.71°	67.00'	LT	124.87'
C54	8.42'	21.94°	23.00'	RT	124.87'
C55	11.09'	21.54°	23.00'	RT	124.87'
C56	8.42'	19.13°	23.00'	RT	124.87'
C57	13.37'	31.33°	23.00'	RT	107.04'
C58	13.37'	31.33°	23.00'	RT	107.04'
C59	13.37'	31.33°	23.00'	RT	107.04'
C60	13.37'	31.33°	23.00'	RT	107.04'
C61	13.37'	31.33°	23.00'	RT	107.04'
C62	13.37'	31.33°	23.00'	RT	107.04'
C63	13.37'	31.33°	23.00'	RT	107.04'
C64	13.37'	31.33°	23.00'	RT	107.04'
C65	13.37'	31.33°	23.00'	RT	107.04'
C66	13.37'	31.33°	23.00'	RT	107.04'
C67	13.37'	31.33°	23.00'	RT	107.04'
C68	13.37'	31.33°	23.00'	RT	107.04'
C69	13.37'	31.33°	23.00'	RT	107.04'
C70	13.37'	31.33°	23.00'	RT	107.04'
C71	13.37'	31.33°	23.00'	RT	107.04'
C72	13.37'	31.33°	23.00'	RT	107.04'
C73	13.37'	31.33°	23.00'	RT	107.04'
C74	13.37'	31.33°	23.00'	RT	107.04'
C75	13.37'	31.33°	23.00'	RT	107.04'
C76	13.37'	31.33°	23.00'	RT	107.04'
C77	13.37'	31.33°	23.00'	RT	107.04'
C78	13.37'	31.33°	23.00'	RT	107.04'
C79	13.37'	31.33°	23.00'	RT	107.04'
C80	13.37'	31.33°	23.00'	RT	107.04'
C81	13.37'	31.33°	23.00'	RT	107.04'
C82	13.37'	31.33°	23.00'	RT	107.04'
C83	13.37'	31.33°	23.00'	RT	107.04'
C84	13.37'	31.33°	23.00'	RT	107.04'
C85	13.37'	31.33°	23.00'	RT	107.04'
C86	13.37'	31.33°	23.00'	RT	107.04'
C87	13.37'	31.33°	23.00'	RT	107.04'
C88	13.37'	31.33°	23.00'	RT	107.04'
C89	13.37'	31.33°	23.00'	RT	107.04'
C90	13.37'	31.33°	23.00'	RT	107.04'
C91	13.37'	31.33°	23.00'	RT	107.04'
C92	13.37'	31.33°	23.00'	RT	107.04'
C93	13.37'	31.33°	23.00'	RT	107.04'
C94	13.37'	31.33°	23.00'	RT	107.04'
C95	13.37'	31.33°	23.00'	RT	107.04'
C96	13.37'	31.33°	23.00'	RT	107.04'
C97	13.37'	31.33°	23.00'	RT	107.04'
C98	13.37'	31.33°	23.00'	RT	107.04'
C99	13.37'	31.33°	23.00'	RT	107.04'
C100	13.37'	31.33°	23.00'	RT	107.04'

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

CASSETTA RANCH
SECTION 1
WATER, WASTEWATER, STREET AND DRAINAGE IMPROVEMENTS

**ROUNDABOUT BUNTON LN.
PLAN & PROFILE**

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION # F-8995
3400 DOWLING COURT, SUITE 100, AUSTIN, TEXAS 78703-3116 (512) 350-8000

34 OF 83
5119-01

DATE: 08/11/11
DRAWN: J. FREDRICK
CHECKED: J. FREDRICK
SCALE: AS SHOWN