

**FIRST AMENDMENT TO
AMENDED AND RESTATED
LIMESTONE CREEK DEVELOPMENT AGREEMENT**

This First Amendment to Amended and Restated Limestone Creek Development Agreement (this “Amendment”) is made and entered into as of October 18, 2022 (the “Effective Date”) by and among **The City of Kyle, Texas**, a home rule municipality situated in Hays County, Texas (the “City”), and **Meritage Homes of Texas, LLC**, an Arizona limited liability company, their successors and assigns (the “Developer”). The City and Developer are sometimes each individually herein referred to as a “Party” and sometimes collectively herein referenced as the “Parties”. Capitalized terms in the Amendment not defined herein are defined in that certain Amended and Restated Limestone Creek Development Agreement, dated June 21, 2022 (the “Amended and Restated Agreement”).)

RECITALS

- A. Developer and City entered into the Amended and Restated Agreement in connection with the development of a master planned community, providing for, among other terms, certain development obligations of the Developer in return for consideration of special financing terms by the City.
- B. Developer and City desire to modify and amend the Amended and Restated Agreement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Amendment, and other good and valuable consideration, the City and Developer agree as follows:

- 1. **Section 6.03**. Section 6.03 of the Amended and Restated Agreement is hereby deleted and replaced with the following:

Goforth Boulevard. The Developer shall design, permit, and construct Goforth Boulevard in consideration of the development incentives provided herein by the City. Commencement of construction of Goforth Boulevard as depicted on the Concept Plan shall begin within three (3) years from the issuance of the first series of PID Bonds and shall include the infrastructure elements described in Section 5.03 above. With respect to

sidewalks, the sidewalk on one side of Goforth Boulevard shall be a minimum of five (5) feet wide, and the sidewalk on the other side shall be abutted by a twelve (12) foot wide mixed-use path, though the exact location and placement shall be determined by the City and Developer generally in accordance with the Concept Plan and update to the Preliminary Plat.”

2. **Incorporation of Amended and Restated Development.** The Amended and Restated Agreement is incorporated herein by reference for all purposes.
3. **Ratification and Compliance.** Except as expressly amended or modified by this Amendment, the Amended and Restated Agreement shall continue in full force and effect. The City and Developer each hereby ratify, affirm, and agree that the Amended and Restated Agreement, as herein modified, represents the valid, binding, and enforceable obligations of Developer and the City respectively. Developer and the City each promise and agree to perform and comply with the terms, provision, and conditions of and the agreements in the Amended and Restated Agreement, as modified by this Amendment. In the event of any conflict or inconsistency between the provisions of the Amended and Restated Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. **Binding.** This Amendment shall be binding on and inure to the benefit of City, Developer, and their respective heirs, executors, administrators, legal representatives, successors and assigns.
5. **Governing Law.** This Amendment shall be construed and governed by the laws of the State of Texas in effect from time to time.
6. **Section Headings.** The section headings used herein are intended for reference purposes only and shall not be considered in the interpretation of the terms and conditions hereof.
7. **Construction.** Each party acknowledges that it and its counsel have had the opportunity to review this Amendment; that the normal rule of construction shall not be applicable and there shall be no presumption that any ambiguities will be resolved against the drafting party in interpretation of this Amendment.
8. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any parties to this Amendment may execute the Amendment by signing any of the counterparts.
9. **Boycotts and Foreign Business Engagements.**

A. The Developer hereby verifies that it and its parent company, wholly- or majority-

owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

B. The Developer represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

C. Firearm Entity Boycotts. To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate

against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

D. Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

10. 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict of interest form (“Disclosure of Interested Parties”) at the time you submit your signed contract to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The City has no obligation under this Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

EXECUTED in multiple counterparts, each of which shall constitute an original, this 25th day of October, 2022.

CITY:

CITY OF KYLE, TEXAS
a Texas home-rule municipal corporation

Attest:

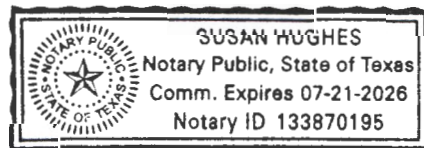
By: Jennifer Holm
Name: Jennifer Holm
Title: City Secretary

By: Travis Mitchell
Name: Travis Mitchell
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 24 day of October, 2022, by Travis Mitchell, Mayor of the City of Kyle, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)



Susan Hughes
Notary Public, State of Texas

DEVELOPER:

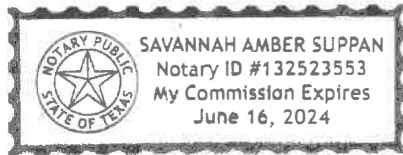
Meritage Homes of Texas, LLC
an Arizona limited liability company

By: [Signature]
Name: ELLIOT JONES
Title: DIVISION VICE PRESIDENT

THE STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 25 day of October, 2022, by Elliot Jones, as Division VP of Meritage Homes of Texas, LLC, an Arizona limited liability company, on behalf of said limited liability company.

(SEAL)



[Signature]
Notary Public, State of Texas

CONSENTING PARTY:

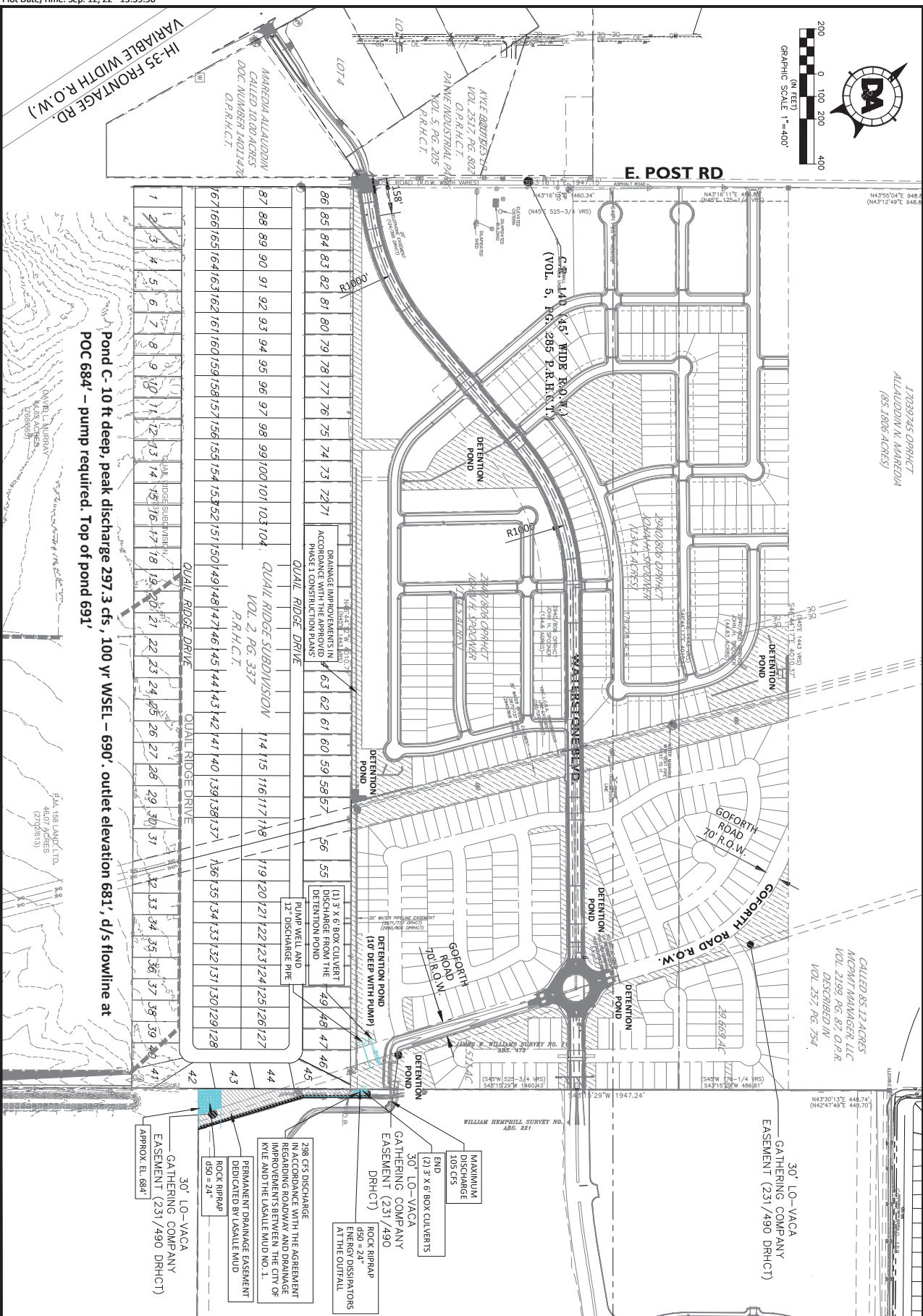
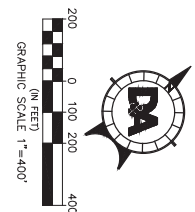
Kyle Land Partners, LLC

a Texas limited liability company

By: TODD

Name: TODD McCALLISTER

Title: MANAGER



Pond C - 10 ft deep, peak discharge 297.3 cfs, 100 yr WSEL - 690'. outlet elevation 681', d/s flowline at POC 684' - pump required. Top of pond 691'

298 CFS DISCHARGE IN ACCORDANCE WITH THE AGREEMENT REGARDING ROADWAY AND DRAINAGE IMPROVEMENTS BETWEEN THE CITY OF WTE AND THE DALLAS MUD NO. 1. PERMANENT DRAINAGE EASEMENT DEDICATED BY LASALLE MUD ROCK BRRAP d50 = 24"

30" LO-VACA GATHERING COMPANY EASEMENT (231/490 DRHCT) ROCK BRRAP d50 = 24" ENERGY DISSIPATORS AT THE OUTFALL

30" LO-VACA GATHERING COMPANY EASEMENT (231/490 DRHCT) ROCK BRRAP d50 = 24"

Scale: 1" = 400'
 Date: 09/16/22
 Project No.: 1691-009

LIMESTONE CREEK SUBDIVISION
 KYLE, TEXAS

DRAINAGE CONVEYANCE
 EXHIBIT 'F'

DOUCET
 Civil Engineering \ Entitlements \ Geospatial
 7401 B. Highway 71 W, Ste. 160
 Austin, TX 78735, Tel: (512)-583-2600
 www.doucetengineers.com
 TBPE Firm Number: 3937
 TBPE Firm Number: 10105800