

**FIRST AMENDMENT TO
AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN CITY OF
KYLE, TEXAS, AND LEHMAN FAMILY LIMITED PARTNERSHIP AND LEHMAN
FAMILY TRUST DATED MAY 2015**

THIS AMENDMENT ("First Amendment") is entered into as of the ____ day of August, 2017, by and between **CITY OF KYLE** ("City"), a Texas municipal corporation, and **LEHMAN FAMILY LIMITED PARTNERSHIP; LEHMAN FAMILY TRUST and JANSEN EQUIPMENT, INC.**, the undersigned property owner(s) (the "Owner"), acting herein by its duly authorized Agent.

RECITALS

WHEREAS, the City of Kyle, Texas (the "City") initiated annexation for certain purposes in 2009 of Owner's property and in response to Owner's request, City granted a Development Agreement subject to Section 43.035 (the "2009 Agreement") to Lehman Family Limited Partnership and Lehman Family Trust (the "Owner") (City and Owner collectively referred to as, "Parties"); and,

WHEREAS, due to changed circumstances, the Parties repealed the 2009 Agreement and entered into an Amended and Restated Agreement dated May 2015, that removed the applicability of Section 43.035, Texas Local Government Code, except for subsection (d) of Section 43.035, to the 2009 Agreement and making the Amended and Restated Agreement pursuant to only Section 212.172, Texas Local Government Code (the "2015 Agreement"); and,

WHEREAS, Lehman Family Limited Partnership and Lehman Family Trust conveyed 83.3633 acres, more or less, to Jansen Equipment, Inc. and as described in Warranty Deed, dated April 26, 2012, and of record at Volume 4335, Page 868, Official Public Records, Hays County, Texas; and

WHEREAS, due to further changed circumstances, the Parties now wish to amend the 2015 Agreement to extend the term of the Agreement for an additional 15 years from the Effective Date of this Amendment so that the term of the 2015 Agreement will now expire on May 5, 2032.

WITNESSETH

That for and in consideration of the covenants, contract terms, provisions and conditions hereinafter set forth, the parties do hereby mutually agree, each with the other as follows:

1. This First Amendment amends the Amended and Restated Development Agreement, effective May 5, 2015, by and between City and Owner (hereinafter the "2015 Agreement").
2. The First Amendment amends the 2015 Agreement as follows:

A. Paragraph 1.04 is deleted in its entirety and replaced with the following:

1.04 Term. The term of this Restated Agreement will commence on the Effective

Date and continue until May 5, 2032, unless sooner terminated under this Restated Agreement as provided herein, (the "Term"). The Term may be extended for successive and continuous five (5) year periods beyond expiration of the Term by written agreement by the Parties; provided however, that in no event will the sum of the Term and any extensions comprise total more than as allowed by applicable law commencing from October 5, 2009.

B. Paragraph 6.10 is deleted in its entirety and replaced with the following:

6.10 Effective Date: The Effective Date for this Restated Agreement is May 5, 2015. However, October 5, 2009 is the date of the parties' original development agreement affecting Owner's property and will apply as the commencement date for purposes of calculating the total maximum term allowed by law.

C. Lehman Family Limited Partnership ("Lehman Partnership") and Jansen Equipment, Inc. ("Jansen") hereby CONSENT TO and RATIFY the 2015 Agreement, as herein amended, for all purposes and hereby confirms the 2015 Agreement (i) constitutes the entire agreement between Owner and City with respect to the Property in the 2015 Agreement, (ii) is valid and in full force and effect, (iii) has not been otherwise amended, supplemented, modified or assigned in any way, and (iv) has not been terminated.

Lehman Partnership and Jansen further acknowledge and agree the 2015 Agreement, as herein amended, is binding upon and inures to the benefit of Lehman Partnership and Jansen, all with the same force and effect as if Lehman Partnership and Jansen had executed the Agreement.

3. Except as amended herein, the 2015 Agreement remains in full force and effect as the binding obligation of both parties in accordance with its terms as amended herein.

****REMAINDER OF PAGE LEFT INTENTIONALLY BLANK****

SIGNATURES ON NEXT PAGE

EXECUTED as of date indicated below and **EFFECTIVE** as _____ day of _____
_____ 2017.

<p>Owner:</p> <p>LEHMAN FAMILY LIMITED PARTNERSHIP</p> <p>_____ Name: _____ Title: _____ Date: _____</p>	<p>City:</p> <p>CITY OF KYLE, a Texas municipal corporation</p> <p>_____ R. Todd Webster, Mayor Date: _____</p>
<p>LEHMAN FAMILY TRUST</p> <p>_____ Name: _____ Title: _____ Date: _____</p>	<p>Intentionally left blank</p>
<p>JANSEN EQUIPMENT, INC.</p> <p>_____ Name: _____ Title: _____ Date: _____</p>	<p>Intentionally left blank</p>