

**EXHIBIT**

**“A”**

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
CITY OF ROUND ROCK, TEXAS  
AND  
LSBD ROUND ROCK 118, LLC**

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“First Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between CITY OF ROUND ROCK, TEXAS (the “City”), a Texas home rule municipal corporation, with offices located at 221 East Main Street, Round Rock, Texas 78664, and LSBD ROUND ROCK 118, LLC, a Minnesota Limited Liability Company (“Developer”), with offices located at 1959 Sloan Place, Suite 100, Saint Paul, Minnesota 55117.

**RECITALS**

**WHEREAS**, the City and the Developer previously entered into a Development Agreement on July 14, 2022, by Resolution No. R-2022-232(the “Agreement”), regarding a development for affordable multi-family housing to be located at 1425 CR 118, Hutto, Texas within the City’s extra-territorial jurisdiction (“Project”); and

**WHEREAS**, the Parties desire to amend the Developer’s obligations regarding the Project as set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

**I.**

Article I, Section 3 of the Agreement is hereby amended to read as follows:

3. Developer’s Obligations. The Developer, in consideration for the City’s approval as stated above, agrees to the following:

- (a) The Developer, its successors and assigns, hereby agree to forego any vesting claims that could be made pursuant to Chapter 245 of the Texas Local Government Code and agree to develop the Project pursuant to current MF-2 (Multifamily-medium density) District zoning regulations, including: (1) the ground floor of all buildings shall be a minimum of seventy-five percent (75%) natural stone, simulated stone, or brick; (ii) a minimum of two (2) different materials shall be used on each structure, and each material used shall comprise no less than twenty percent (20%) of the exterior finish wall; (iii) no more than thirty three percent (33%) of the building façade may be fiber cement siding or architecturally finished steel or metal; (v) roofing materials shall consist of twenty-five (25)-year architectural dimension shingles, tile (clay, cement, natural or simulated stone), non-reflective prefinished metal, or reflective metal such as copper or other similar metals as approved by the zoning administrator.

- (b) Notwithstanding the foregoing, the following deviations from the MF-2 (Multifamily-medium density) District zoning regulations and other applicable sections of the City's Zoning and Development Code shall be permitted:
- a. Parking shall be permitted in the front street yard.
  - b. Parallel parking bays in the street yard shall not be required to have trees in the interrupting islands or end islands.
  - c. The parking landscaping buffer required by Section 8-10(g) of the Zoning and Development Code shall be required along the County Road 118 right-of-way and shall include a minimum of 50% more large trees, 50% more small trees, and 25% more shrubs than stated in Section 8-10(g) of the Code. These plantings shall be located within a minimum eight (8)-foot wide landscape easement dedicated by plat immediately adjacent to the western and southern rights-of-way.
  - d. The standard ten (10)-foot public utility easement (PUE) shall be located adjacent to and interior of the landscape easement and shall be depicted on the plat. Parking spaces, drive aisles, and other hardscape features are permitted in the PUE. Any structure, including but not limited to the community sign, detached garages, dumpster enclosures, and storage or maintenance buildings are not permitted in the PUE.
  - e. The minimum building setback along the eastern property line shall be five (5) feet.
- (c) The Developer agrees to provide the City with a site plan and building elevations prior to construction.
- (d) The Developer, its successors and assigns, agree to not pursue any tax exemptions or abatements for the Project.
- (e) The Developer agrees to pay any required impact fees, as provided in the Round Rock Code of Ordinances.
- (f) The Developer agrees to pay any required parkland dedication fees, as provided in the Round Rock Code or Ordinances.

## II.

All other terms and conditions of the Agreement that are not modified by this First Amendment remain in full force and effect.

[Signatures on the following page.]

**IN WITNESS WHEREOF**, the Parties have executed and attested this First Amendment by their duly authorized officers.

**DEVELOPER:**

**LSBD ROUND ROCK 118, LLC**

By: 

Its: Vice President

**CITY:**

**ROUND ROCK, TEXAS**

By: \_\_\_\_\_  
Craig Morgan, Mayor

**ATTEST:**

\_\_\_\_\_  
Meagan Spinks, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Stephanie L. Sandre, City Attorney