

ADDENDUM NUMBER FOUR
to the
AGREEMENT BETWEEN THE CITY OF KYLE, PLUM CREEK
DEVELOPMENT PARTNERS, LTD., AND WILLIAM NEGLEY,
TRUSTEE, FOR DEVELOPMENT AND ANNEXATION OF PHASE
I OF THE PLUM CREEK RANCH PROPERTY

THIS addendum number four (4) (“Addendum Number Four”) is agreed upon and entered into this ____ day of June, 2018 by and between the CITY OF KYLE, TEXAS (“City”), and Lennar of Texas Land and Construction, Ltd. a Texas limited partnership (“LENNAR”) for the development of the residential portion of phase II of the Plum Creek Ranch property (“Phase II - Residential”) (Exhibit A), collectively referred to as “parties”.

Whereas, each, every and all of the terms, provisions and conditions of the Agreement, as amended or modified by Addendum Number One, and Addendum Number Two, shall be and remain in full force and effect subject to the terms of this Addendum Number Four; and,

Whereas, Addendum Number One made Phase II subject to the Agreement; and,

Whereas, William Negley, as Trustee or Individually, Mountain Plum, and Benchmark have divested themselves of their joint venture in the portion of Phase II – Residential, with Benchmark having kept full interest in Phase II - Residential; and,

Whereas, Benchmark has since conveyed all interest in Phase II – Residential to Lennar; and,

Whereas, LENNAR represents that neither William Negley, as Trustee or Individually, Mountain Plum, nor Benchmark have any interest in the Land or Agreement for Phase II - Residential, and are not necessary or proper parties to this Addendum Number Four; and,

Whereas, Mountain Plum as master developer was the final arbiter over builder compliance of the planning vision and covenants, conditions and restrictions within Phase I; and,

Whereas, LENNAR will the initial master developer and initial builder of Phase II; and,

Whereas, City desires to ensure development themes present in Phase I remain a part of the project, subject to the terms of the original development agreement and Addendum One which stated that if Phase II were added to the project, that the master developer would make a best effort to continue the qualities and themes of Phase I into Phase II; and,

Whereas, City desire that there be a mechanism towhit that shall ensure proper and sufficient control to the City to review and approve Lennar’s development plans and compliance with those plans as Lennar also serves as the home builder of Phase II – Residential and will naturally have a conflict of interest as both master developer and builder; and,

Whereas, this Addendum Number Four serves as LENNAR’S best effort to continue the planning and development qualities of Phase I into Phase II-Residential;

NOW, THEREFORE for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and confessed, the parties contract and agree to the following terms, conditions and provisions of this Addendum as set forth hereinbelow.

1. Purpose. The purpose of this Addendum is to amend the “Agreement Between the City of Kyle, Plum Creek Development Partners, Ltd. and William Negley, Trustee for the Development and Annexation of Phase I of the Plum Creek Ranch Property” (“*Development Agreement*”) by the parties accepting, agreeing to, and adopting the “Development Standards, Requirements, and Review Processes for Phase II-Residential” (“*Phase II Rules*”), which are detailed below and incorporated into the original agreement herein by reference.
2. Phase II Rules. The Rules for Phase II – Residential are hereby adopted and agreed to as shown in “Exhibit B” and, subject to any modifications or provisions specifically described in Exhibit B, shall comply with the City of Kyle Style Guide (“Exhibit C”) as adopted in Ordinance #962 and codified in the City of Kyle Municipal Code.
3. Entire agreement. This Addendum and all of its exhibits represents the entire agreement between and among the parties concerning the terms, conditions and provisions of the Clarification agreed upon by the parties by this Addendum and takes precedence over any verbal or prior written agreements regarding the subject matter of the Rules.

AGREED upon and entered this ____ day of _____, 2018.

CITY OF KYLE, TEXAS

By: _____
Travis Mitchell, Mayor

ATTEST:

Jennifer Vetrano, City Secretary

APPROVED AS TO FORM:

Paige Saenz, City Attorney

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership

By: Lennar Texas Holding Company, a Texas corporation, General Partner

By: _____

Name: _____

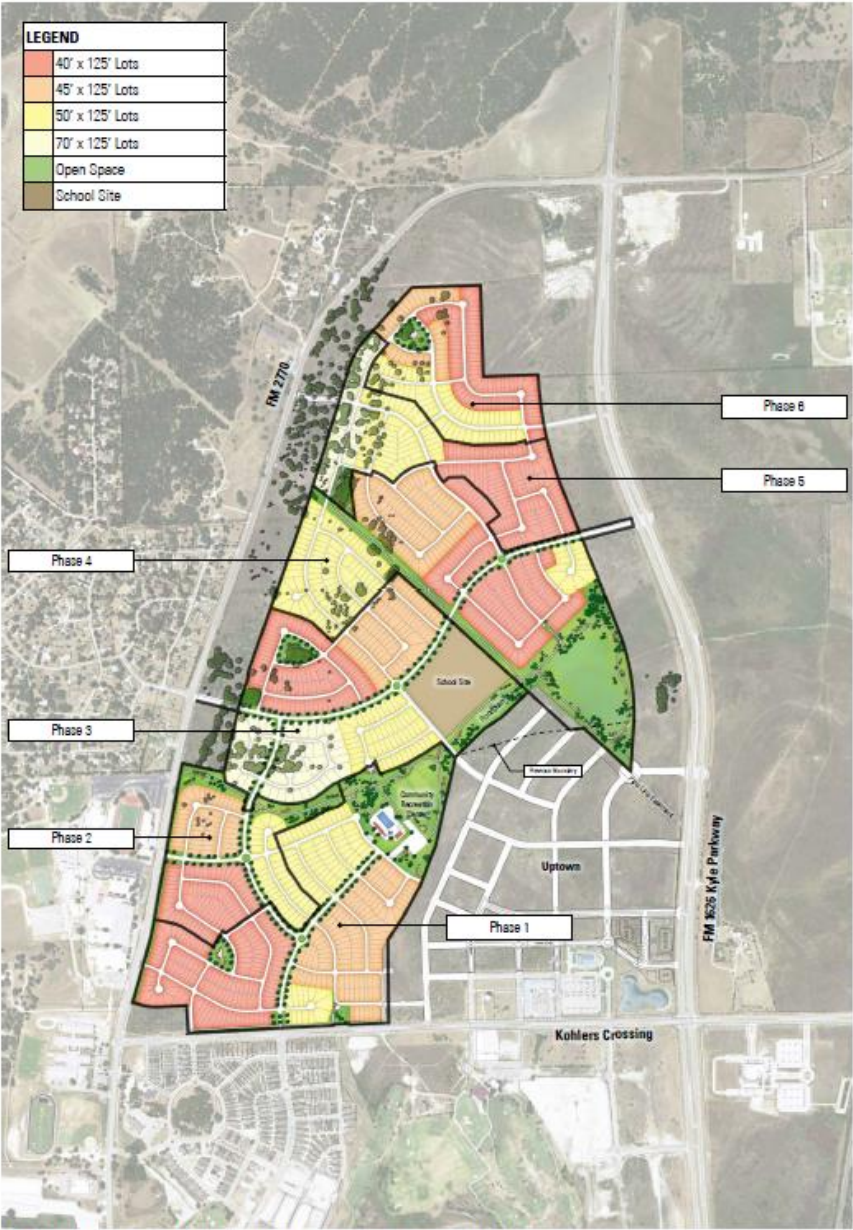
Title: _____

Date: _____

EXHIBIT A

Preliminary Land Plan

(Presented for overall property location and area description only. This is *not* the final-approved land plan)



DRAFT The information shown is based on the best information available and is subject to change without notice. Lot lines are for illustrative purposes only and do not necessarily match the lot count represented.

PLUM CREEK / DRAFT CONCEPT PLAN



EXHIBIT B

The Rules for Phase II TO BE INSERTED

EXHIBIT B

The City of Kyle Style Guide

As adopted in Ordinance #962

TO BE INSERTED