

**ADDENDUM NO. 3 TO DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF KYLE AND  
BENCHMARK LAND DEVELOPMENT, INC., ON  
BEHALF OF PLUM CREEK DEVELOPMENT  
PARTNERS, LTD.**

THIS Addendum No. 3 ("Addendum") is agreed upon and entered into this 5<sup>th</sup> day of August, 2014, by and between the CITY OF KYLE, TEXAS ("City"), and BENCHMARK LAND DEVELOPMENT, INC., on behalf of PLUM CREEK DEVELOPMENT PARTNERS, LTD. ("Plum Creek"), collectively referred to as "parties," for the development and annexation of Phase I of the Plum Creek Ranch property ("Development Agreement").

**RECITALS**

1. "Development Agreement" shall consist of and refer to 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.
2. Each, every, and all of the terms, provisions and conditions of the Development 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 No. 3.
3. Plum Creek represents that William Negley, as Trustee or Individually, and Mountain Plum no longer have any interest in the Land or the Development Agreement, and are not necessary or proper parties to this Addendum No. 3.
4. Plum Creek desires to ensure decorative lights remain a part of Phase I of the Development Agreement and seeks to ensure proper and sufficient remuneration for the ongoing maintenance and replacement of said decorative light poles.
5. Further, Addendum Number Two to the Development Agreement limits the time frame for which donation of land to the City by Plum Creek for public use must be achieved, and the parties desire to extend said time limit.

**AGREEMENT**

1. Consideration. 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.
2. Purpose. The purpose of this Addendum is to AMEND:
  - a. the Development Agreement whereby the parties accept, agree to, and adopt the Clarification of Maintenance, Repair and Replacement for Decorative Street Lighting within the Plum Creek Development Kyle, Texas ("Clarification") as set forth below and incorporated into the Development Agreement by reference herein; and,

- b. Addendum Number Two, Section 2(b)(i), to extend the date specific of September 7, 2014 to September 7, 2020.
3. Adoption of Clarification. The Clarification as set out below represents, amounts to and serves as an amendment to Section 7.04 (Street Lighting) of the Development Agreement and by reference herein the parties accept and agree to the Clarification being incorporated into the Development Agreement.
4. The Clarification. The Clarification amending the Development Agreement as agreed to herein by the parties, and incorporated by reference herein into the Development Agreement, reads as follows:

“Clarification of Maintenance, Repair and Replacement for Decorative Street Lighting within the Plum Creek Development Kyle, Texas.

The following is a clarification to Section 7.04 of 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.

Section 7.04 is as follows:

7.04 Street Lighting. Street lights shall be located as required by the Plum Creek Planned Unit Development Zoning Ordinance. The City shall assist and support Plum Creek in its request to the electric utility provider in the area for the provision of high pressure sodium street lights fixtures, and Plum Creek or the electric utility shall provide the secondary wiring, conduit, and light pole and install the street lights. Street light locations for each phase of development shall be coordinated by Plum Creek with the City prior to the approval of the construction plans for that phase. Plum Creek shall pay all the costs, fees and expenses for and with respect to such street lighting that are not paid by the electric utility as part of such utility's standard practices with respect to new subdivisions.

Section 7.04 as clarified shall include the following:

The standard street poles for Plum Creek public and private right-of-way shall be as specified in Exhibit A for medians and for a single head luminaire as specified in Exhibit B.

The Uptown District decorative street light pole shall be as specified in Exhibit C. The Uptown District is approximately 90 acres of MXD development that is northwest of the intersection of Kyle Parkway and Kohler's Crossing (Exhibit D).

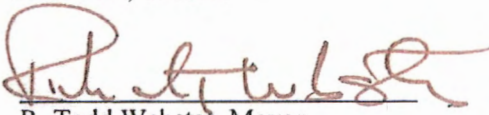
Maintenance, repair and replacement of decorative street light poles shall be provided by the City of Kyle. The cost difference between a City of Kyle standard light pole and the decorative pole shall be the Plum Creek Development Homeowners responsibility or Commercial Property Owners Associations or its assigns. A City of Kyle standard light pole is defined by Exhibit E.

Plum Creek Development Partners shall provide a one-time set of each type of poles (Exhibit A-C) to be held in stock by the City of Kyle for replacement purposes. Upon use of a stock pole the City will seek to replace the stock pole and invoice the Plum Creek HOA or Commercial POA or its assigns for replacement of the stock pole.”


5. Amendment to Addendum Number Two, Section 2(b)(i). Plum Creek contracts and agrees that the new date as recited herein is hereby adopted by which Plum Creek shall convey or have conveyed public parcels due the City under the Development Agreement and associated addendums, and the new date is established as September 7, 2020. This date may be extended by five (5) additional years through mutual written agreement between the parties. By purpose of adopting this Addendum No. 3, for the purposes of Addendum Number Two, this amendment shall serve as written extension on behalf of the governing body of the City.
6. Entire agreement. This Addendum represents the entire agreement between and among the parties concerning the terms, conditions and provisions of the Clarification agreed upon by the parties and the Amendment to Addendum Number Two, Section 2(b)(i) by this Addendum and takes precedence over any verbal or prior written agreements regarding the subject matter contained herein.

AGREED upon and entered this 5th day of August, 2014.

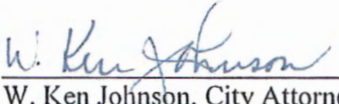
CITY OF KYLE, TEXAS

By:   
R. Todd Webster, Mayor

ATTEST:


  
Amelia Sanchez, City Secretary

APPROVED AS TO FORM:

  
W. Ken Johnson, City Attorney

PLUM CREEK DEVELOPMENT PARTNERS, LTD., a Texas limited partnership  
BGI PLUM CREEK DEVELOPERS, LTD., a Texas limited partnership, general partner

BENCHMARK LAND DEVELOPMENT, INC., a Texas corporation, general partner

By:   
David C. Mahn, Vice President

2-

TYPE

PART STRING

D1103-12/2BR05/2-DUR 137SRC/  
100HPS-MOG-VOLTAGE/GRN

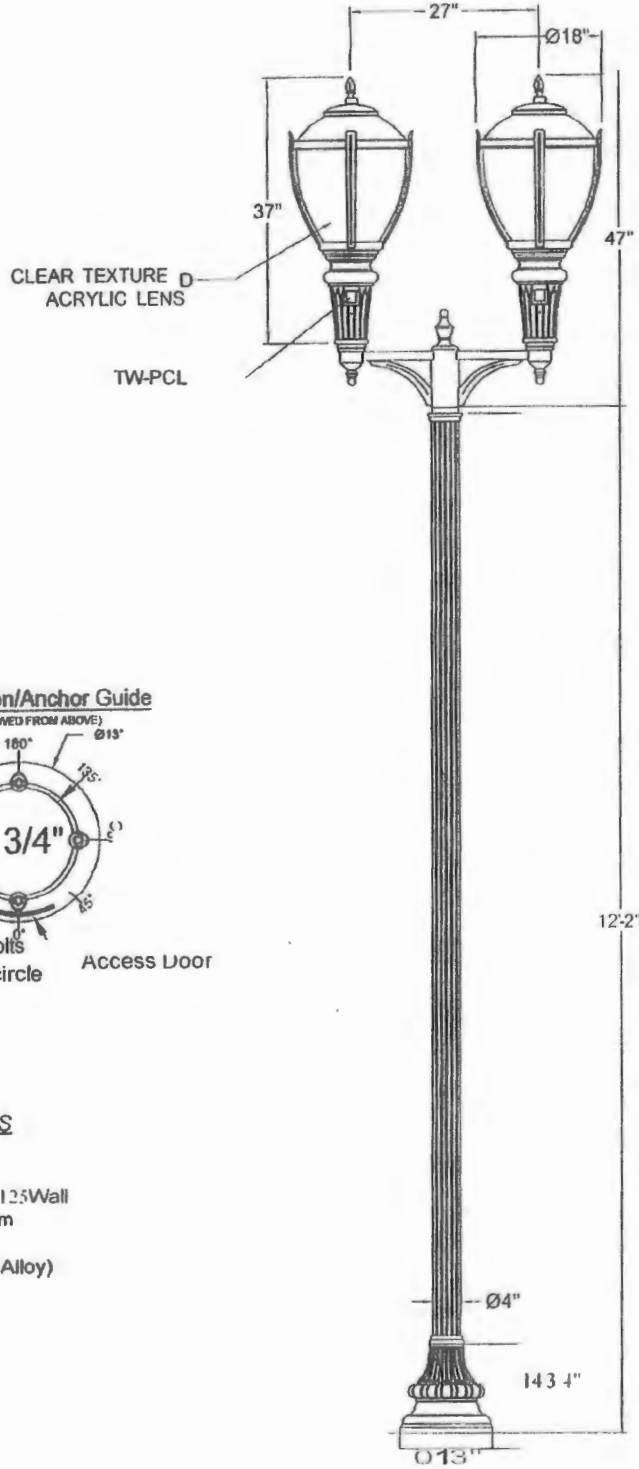
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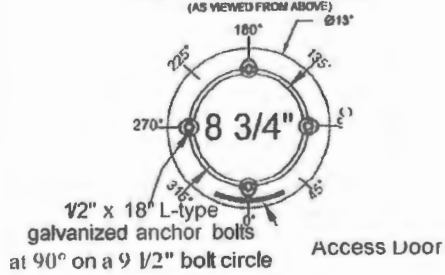
amerlu =

www.amerluexterior.com

5220 SHANK ROAD PEARLAND TX. 77581  
PHONE (281) 997-5400 FAX (281) 997-5441  
TOLL FREE: (800) 364-0098



**Orientation/Anchor Guide**



**POLE DETAILS**

Shaft  
04" Fluted Aluminum .125 Wall  
#6005-TS Aluminum  
Base  
Cast Aluminum (A319 Alloy)

Approved By \_\_\_\_\_ Date \_\_\_\_\_

NOTICE THIS DRAWING IS FOR REFERENCE ONLY. CHECK FOR LATEST REVISION PRIOR TO ORDERING. THIS DRAWING SHOULD ACCOMPANY YOUR ORDER. THANK YOU

DATE 8/13/2013		
QUOTE#/ISO# 34403		
JOB NAME PLUMCREEK		
LIGHT DISTRIBUTION — SYMMETRICAL		
FINISH GRN GREEN POLYESTER POWDER COAT		
VOLTAGE		
<input type="radio"/> 120	<input checked="" type="radio"/> 277	<input type="radio"/> 120-277
<input type="radio"/> 208	<input checked="" type="radio"/> MULTITAP	SPECIFY
<input type="radio"/> 240	<input type="radio"/> 480	<b>D</b>
LIGHT SOURCE		
HPS	<input checked="" type="checkbox"/> 100HPS	
OMH	_____	
<input type="radio"/> INDUCTION	_____	
<input type="radio"/> LED	_____	
<input type="radio"/> OTHER	_____	
FILE NAME PLUM CREEK_34403.dwg		
DRAWN BY IM		
REVISION		

EXHIBIT A



EXTERIOR HARDWARE WILL BE STAINLESS STEEL  
ELECTRICAL COMPONENTS WILL BE ETL LISTED \*SUITABLE FOR WET LOCATIONS



TYPE  
3

#ES CUTOFF

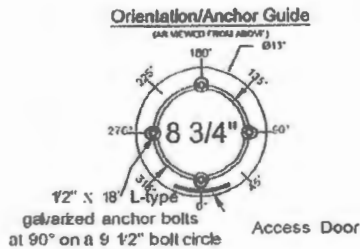
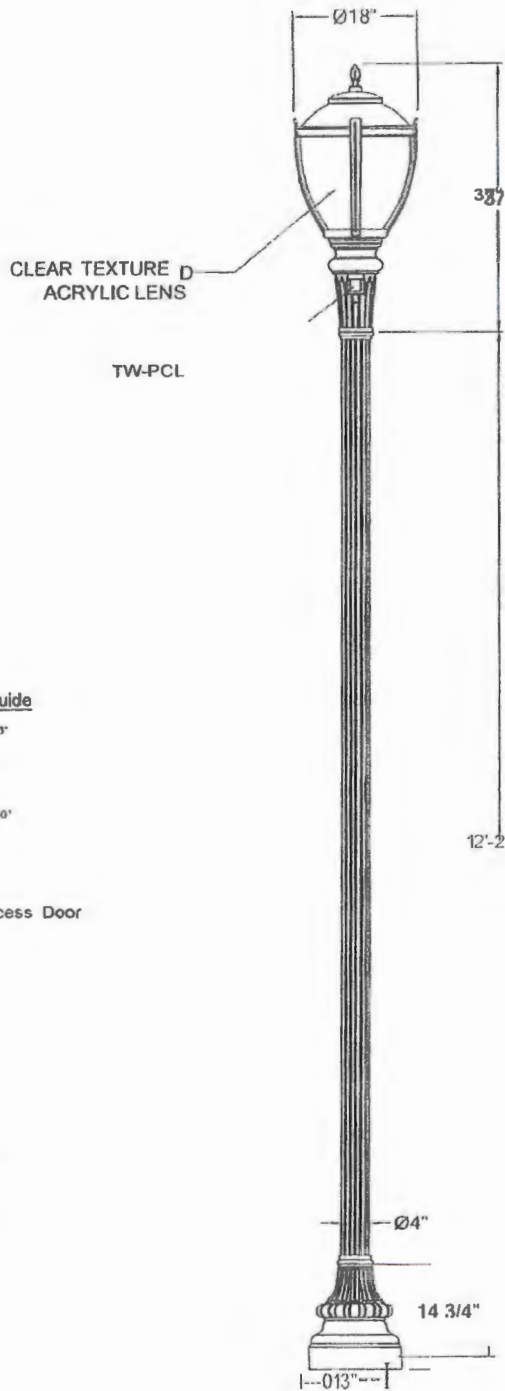


**PART STRING**

01103-12/DUR137SRCG/  
100HPS-MOG-VOLTAGE/GRN



www.amerluxexterior.com  
5220 SHANK ROAD PEARLAND, TX. 77581  
PHONE:(281)997-5400 FAX:(281)997-5441  
TOLL FREE: (800) 364-0098



**POLE DETAILS**

Shaft  
04" Fluted Aluminum .125Wall  
#6005-T5 Aluminum  
Base  
Cast Aluminum (A319 Alloy)

Approved By \_\_\_\_\_ Date \_\_\_\_\_

**NOTICE** THIS DRAWING FOR REFERENCE ONLY. CHECK FOR LATEST REVISION PRIOR TO ORDERING. THIS DRAWING SHOULD ACCOMPANY YOUR ORDER. THANK YOU

DATE 8/13/2013		
QUOTE#/ISO# 34403		
JOB NAME PLUM CREEK		
<b>LIGHT DISTRIBUTION</b> —SYMMETRICAL		
FINISH POLYESTER POWDER COAT		
VOLTAGE <input type="radio"/> 120 <input type="radio"/> 277 <input type="radio"/> 120-277 <input type="radio"/> 208    •MULTITAP    SPECIFY <input type="radio"/> 240    0480 <b>D</b>		
<b>LIGHT SOURCE</b>		
<input type="checkbox"/> HPS	100HPS	
<input type="checkbox"/> OMH	_____	
<input type="checkbox"/> INDUCTION	_____	
<input type="checkbox"/> LED	_____	
<input type="checkbox"/> OTHER	_____	
FILENAME PLUM CREEK 34403.rwg		
DRAWN BY JM		
REVISION		

NOTES

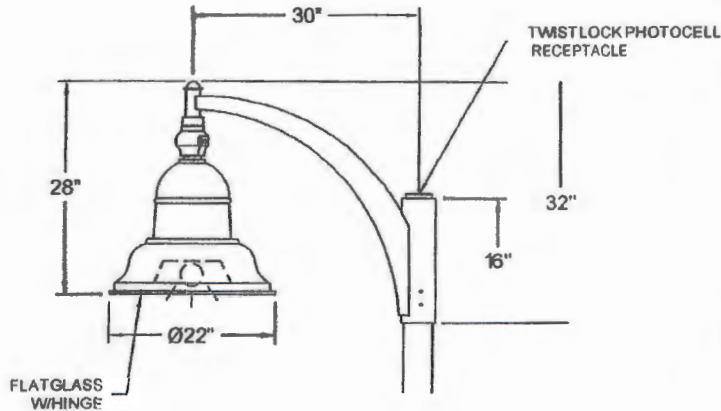
**EXHIBIT B**

**GENERAL**  
EXTERIOR HARDWARE WILL BE STAINLESS STEEL  
ELECTRICAL COMPONENTS WILL BE ETL LISTED SUITABLE FOR WET LOCATIONS."

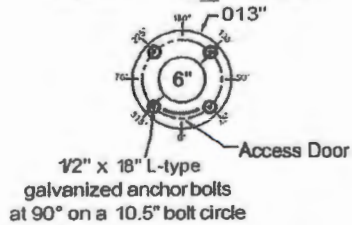
TYPE  
C

PART STRING

EA6-12/CBR81-1-30-PCL-REC/D142-RFS22/HR3/1 75MH-120V/MOG/TBK

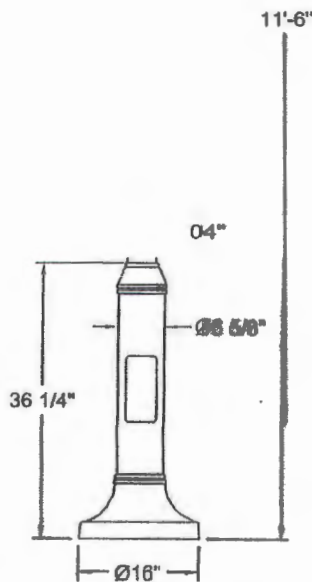


Orientation/Anchor Guide



POLE DETAILS

Shaft  
04" Extruded Aluminum .125 Wall  
#6005-TS Aluminum  
Base  
Cast Aluminum (A319 Alloy)



Approved By \_\_\_\_\_ --Date \_\_\_\_\_

NOTICE: THIS DRAWINGS FOR REFERENCE ONLY. CHECK FOR LATEST REVISION PRIOR TO ORDERING THIS DRAWING SHOULD ACCOMPANY YOUR ORDER. THANK YOU

am

www.amerluxexterior.com  
5220 SHANK ROAD PEARLAND, TX. 77581  
PHONE:(281)997-5400 FAX:(281) 997-5441  
TOLL FREE: (800) 364-0098

DATE  
21242014

QUOTE#/SO#  
28483

JOB NAME:  
PLUM CREEK C

LIGHT DISTRIBUTION  
-TYPE III DISTRIBUTION

FINISH  
-TBK TEXTURED BLACK

POLYESTER POWDER COAT

VOLTAGE  
E 120 0277 0120-277  
O 208 0MULTITAP OSPECIFY  
O 240 0480 **D**

LIGHT SOURCE

MH \_\_\_\_\_  
175MH \_\_\_\_\_  
INDUCTION \_\_\_\_\_  
LED \_\_\_\_\_  
OTHER \_\_\_\_\_

FILE NAME  
PLUM CREEK C\_28483.dwg

DRAWN BY  
JM

REVISION

EXHIBIT C



GENERAL:

EXTERIOR HARDWARE WILL BE STAINLESS STEEL.  
ELECTRICAL COMPONENTS WILL BE ETL LISTED "SUITABLE FOR WET LOCATIONS."

# POWER SUPPLY, INCa

A Division of WESCO Distribution, Inc.

2003 RUTLAND DR  
AUSTIN TX 78758

## Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED  
HEREIN, THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED  
BY WESCO'S TERMS AND CONDITIONS DATED 01/11/07 AVAILABLE AT  
HTTP://WWW.WESCO.COM/TERMS AND CONDITIONS OF SALE.PDF. ALL OTHERS ARE  
INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT  
THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY

To: CASH SALE ACCOUNT  
GOODWIN  
PLUM CREEK HOA  
AUSTIN TX 77210

Date: 05/02/11  
Branch: 7692  
Project Number PLUM CREEK HOA

Project Name

Quoted To

Date of Your Inquiry: 05/02/11

When ordering please refer  
to Quotation Number: 585199

*Matt Gibson 554-7989*

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)
1		HAPCO 21-365 STREETLIGHT STANDARD HAPCO	685.00	E	685.00	0.00	
2		CPL 0VZ10SR23DU1008 100W PKGB	175.00	E	175.00	0.00	
Subtotal							
Sales Tax							
Total							
					& Go. oD 70. c;s q,30.QS		

FOB Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer.

Per:

<b>Style</b>	<b>Quote</b>	<b>Date</b>
Decorative Two Fixture-Dark Green Pole	\$3,004.89	4/27/2011
Decorative Single Fixture-Dark Green Pole	\$1,761.68	5/2/2011
Decorative Single Fixture W/ Gold Trim-Light Green Pole	\$1,726.59	4/6/2011
Standard COK Pole & Fixture	\$930.95	5/2/2011



# POWER SUPPLY m

## Nea

A Division of WESCO Distribution, Inc.

2003 RUTLAND DR  
AUSTIN TX 78758

### Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS DATED 01/10/11 AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS\\_AND\\_CONDITIONS\\_OF\\_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY

Date: 05/02/11

Branch: 7692

To: CASH SALE ACCOUNT  
GOODWIN  
PLUM CREEK HOA  
AUSTIN TX 77210

Project Number: PLUM CREEK HOA

Project Name

Quoted To

Date of Your Inquiry: 05/02/11

When ordering please refer to Quotation Number: 585199

*Matt Gibson 554-7989*

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)
1	1	HAPCO 21-365 STREETLIGHT STANDARD HAPCO	335.000	E	335.00	0.00	
2	1	CFL OVZ10SR23DU1008 100W EKGB	175.000	E	175.00	0.00	
Svb+of-a l Su..les TPtx Tc+at					gr., 0.00 ?o. c;s-		q, 30 .tiS

THIS QUOTE IS VALID FOR 15 DAYS FROM THE DATE OF ISSUANCE. THE PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. THIS QUOTE IS VALID FOR 15 DAYS FROM THE DATE OF ISSUANCE. THE PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Per



611 East Braker Lane Austin Texas 78763  
 Phone (512)339-3637 Fax (512)339-3620

QUOT

QUOTED TO	ORDER NO.
05/02/11	02657600
PO NO.	PAGE 1
	1

TO: 1044  
 City of Kyle

Please remit all payments:  
 Techline Pipe  
 P.O. Box 4328  
 Houston, TX 77210-4328

FROM: Cash Sale Customer Taxable

PAYMENT TERMS	
NET 30 DAYS	

LINE	PRODUCT	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	01103 12-CRN POLE 12' ALUM 4" FLUTED Green Dynamic Lighting Abilene B" Series Extruded Aluminum Nonconductive Pole, 4" O.D., Fluted 12' ft Height Shaft with 3" Inch Top, Cast Aluminum (A319) Base, 9" Bolt Hole Circle, Powder Coat Finish Standard "Green"	1	EA	756.98	755.98
3	Town Lake 100HPS GRN-FIX OUR137/SRCH 100HPS 20' FDR-T3/GRN, PLUM CREEK	1	EA	858.75	858.75
4	LUI00 Lamp, 100 Watt H.P.S. Mogul, Clear	1	EA	6.70	6.70
5	OX124-12A Control, Photo Basic Dual Voltage 105-305V	1	EA	5.00	5.00
				Total	1627.43
				Taxes	134.25
				Invoice Total	1761.68



611 East Brake Lane Austin Texas 78753  
 Phone (512) 339-3637 Fax (512) 339-3620

QUOTE

QUOTE DATE	QUOTE REF
04/27/11	026456 00
PO No.	P.c. GER
	1

TO: 044  
 City of Kyle

Please remit all payments to:  
 Techline Pipe  
 P.O. Box 4326  
 Houston, TX 77210-4326

BY: Cash Sale Customer -Taxable

EQUITY TERMS	
SHIP TO	SHIP VIA
Techline Pipe Brake Lane TrECHLINE	
SHIPPED	TERMS
NET 30 DAYS	

LINE NO	PRODUCT AND DESCRIPTION	QUANTITY QUOTED	UNIT PRICE AVAILABLE	QTY	UNIT PRICE	AMOUNT
1	D1H>3-2-GR I POLE 12' ALUM 4" FLUTED Green Dynamic Lighting Abilene B" Series Extruded Aluminum Decorative Pole. 4" O.D. Fluted. 12'ft Height Shaft with 3" Tenon Top. Cast Aluminum (A39) Base .9" Bolt Hole Circle, Powder Coat Finish Standard "Green"	...	...	...	756.98	755.98
2	2BR05-GRN Bracket. 2-Fixture. for 3" Tenon. "GREEN" Dynamic Lighting. Two Fixture Decorative Bracket. 26" Centers, for 3" O.D. Tenon. Powder Coat Finish standard RAL 6009 GREEN	1		EA	278.00	278.00
3	Town Lake 100HPS, GRN- FIX DUR137-GRCH 100HPS-120 /FDR T3-GRN, PUJM CREEK	2		EA	858.75	1717.60
4	LULOO Lamp. 100Watt H.P.S. Mogul, Clear	2		EA	6.70	13.40
5	DX124-2A Control .Photo Basic Dual Voltage 105 305V	2		EA	6.00	10.00
Total						2775.68
Taxes						229.01
Invoice Total						3004.89



011 East Braker Lane Austin, Texas 78753  
 Phone (512)339337 Fax (512) 339-3520

ACKNOWLEDGMENT

ACK DATE	ORDER NO.
04/06/11	026029-00
PAGE	PAGES
	1

NOTE: D44  
 SHIP TO

PLUM CREEK HOA  
 1688 Kirkham Circle  
 512-262-1110  
 Kyle, TX 78640

Please remit all payments to:  
 Techline Pipe  
 P.O. Box 4328  
 Houston, TX 77210-432B

NOTE: Cash Sale Customer - Taxable

INSTRUCTIONS	
SHIP POINT	SHIP VIA
Techline Pipe Braker and ITECHLINE	
SHIPPED	TERMS
NET 30 DAYS	

LINE	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
1	DU790-F 1/2" x 3/4" x 100 HPS - 20 OLD STYLE PLUM CREEK FIXTURE, OLD CAGE RAL 6005 GREEN	1	EA	820.00	820.00
2	DSD1703-2 4" OD FLUTED LIGHT POLE, 12' TALL	1	EA	775.00	775.00
Total					1595.00
Taxes					131.59
Invoice Total					1726.59

**PHASE I**

**PHASE B1**

Mountain City  
City

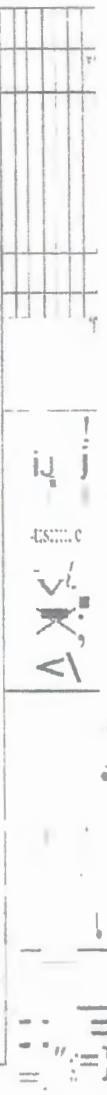
APPLICANT: LION BRAND LTD  
 PROJECT: Loop 200  
 SUBDIVISION: 200  
 CASE NUMBER: 12-002

PROJECT LOCATION: 200 Loop 200  
 PROJECT AREA: 100  
 PROJECT TYPE: COMMERCIAL  
 PROJECT OWNER: LION BRAND LTD

PROJECT ADDRESS: 200 Loop 200  
 PROJECT CITY: Mountain City  
 PROJECT STATE: TN



LAND USE	AREA (ACRES)
U	12.00
R-1	12.00
R-2	12.00
R-3	12.00
R-4	12.00
R-5	12.00
R-6	12.00
R-7	12.00
R-8	12.00
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R-95	12.00
R-96	12.00
R-97	12.00
R-98	12.00
R-99	12.00
R-100	12.00





**CONTRACT ROUTING SHEET**

**Contract or Project No.:** Addendum No. 3 Development Agreement Plum Creek

**Other Party to Contract:** Plum Creek Partners – Benchmark Land Development

**City Council Approval Date:** August 5, 2014  
 (mark "N/A" if didn't go to Council)

Department	Director	Signature	Date Signed
Building & Codes	Mario Perez		
Communications/Chief of Staff	Jerry Hendrix		
Econ Development	Diana Blank-Torres		
Engineering	Leon Barba		
Finance	Perwez Moheet		
Fire/EMS	Chief Kyle Taylor		
Human Resources	Sandra Duran		
Information Tech	Robert Olvera		
Library	Connie Brooks		
Municipal Court	Martha Rose		
Parks & Rec	Kerry Urbanowicz		
Planning & Zoning	Manuel De La Rosa		
Police Dept.	Chief Jeff Barnett		
Public Works	Harper Wilder		
Grants	Josh Moreno		
City Manager	James R. Earp		12/9/14
City Attorney	Ken Johnson		12-7-14
City Secretary	Amelia Sanchez		