

AFTER RECORDING, RETURN TO:

City Secretary
City of McKinney
P.O. Box 517
222 N. Tennessee Street
McKinney, Texas 75069

City of McKinney, Texas
FIRST AMENDMENT TO
ANNEXATION FACILITIES AGREEMENT

For

Approximately 314 Acres of Land, More or Less, Situated on the
North Side of United States Highway 380 in an Area Generally East of
Future Ridge Road and West of Farm-to-Market Road 1461 (F.M. 1461)
Previously Owned by Felix Y. Chen and Yu Chen Kuo Which Property has been Sold to
and is Now Owned by Auburn Hills Partners, LP, a Texas Limited Partnership

This FIRST AMENDMENT TO ANNEXATION FACILITIES AGREEMENT for approximately 313.79 acres of land situated on the north side of United States Highway 380 ("U.S. 380") in an area generally east of future Ridge Road, west of Farm-to-Market Road 1461 ("F.M. 1461") and south of County Road 161 (this "1st Amendment"), entered into effective the _____ day of _____, 2017, by and between the *CITY OF MCKINNEY*, a Texas municipal corporation and home-rule city ("CITY"), and *AUBURN HILLS PARTNERS, LP*, a Texas limited partnership, which is the present owner of the subject property, (hereinafter referred to as "DEVELOPER"), witnesseth that:

WHEREAS, Felix Y. Chen and Yu Chen Kuo, collectively as OWNER, entered into that certain Annexation Facilities Agreement with the City of McKinney, with an effective date of February 25, 2015, ("Original Agreement") for the "Property," as that term is defined in the Original Agreement; and

WHEREAS, the Original Agreement was recorded as Clerk's Document No. 20150421000444700 in the Deed Records of Collin County, Texas on or about April 21, 2015;

WHEREAS, since the date of the execution of the Original Agreement, DEVELOPER has succeeded to the interests of the OWNER to the Original Agreement, making their presence as parties to the Original Agreement or any subsequent agreement unnecessary; and

WHEREAS, the location of Ridge Road and the length of the section of Ridge Road to be dedicated to the CITY and constructed by the DEVELOPER has been modified through no fault of the DEVELOPER; and

WHEREAS, the DEVELOPER and the CITY desire to amend the Original Agreement to reflect the changes regarding Ridge Road.

NOW THEREFORE, the DEVELOPER and CITY agree as follows:

1. INCORPORATION OF FINDINGS

The foregoing recitals are hereby incorporated into the body of this 1st Amendment and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

2. ORIGINAL AGREEMENT & AMENDMENT

Except as specifically amended herein, all provisions of the Original Agreement shall remain unchanged and in full force and effect and exist as if set forth herein in their entirety. The Original Agreement was recorded as Clerk's Document No. 20150421000444700 in the Deed Records of Collin County, Texas, and is fully incorporated herein by reference for all purposes allowed by law.

3. NAME OF THE PROPERTY

The name of the Property is hereby changed to Auburn Hills. All references to the Property in the Original Agreement, or any related agreement, shall be construed to mean Auburn Hills.

4. DEVELOPER RESPONSIBLE FOR ORIGINAL AGREEMENT

All provisions relating to the OWNER of the Property in the Original Agreement, or any related agreement, shall be fully binding and performable by the DEVELOPER of Auburn Hills, its successors and assigns.

5. SECTION K. "PROPORTIONALITY FEES" AMENDED IN ITS ENTIRETY

Section K, entitled "PROPORTIONALITY FEES," of the Original Agreement is hereby amended by deleting existing Section K in its entirety and replacing said Section with a new Section K to read as follows:

"K. PROPORTIONALITY FEES

1. Roadway Proportionality Fee

The OWNER and any Successor Owners (including any builder-owner) of the Property shall pay to the CITY (at the time of building permit issuance) a roadway proportionality fee ("Roadway Proportionality Fee") for development of the Property. The Roadway Proportionality Fee represents a

roughly proportional amount necessary to offset the roadway infrastructure capacity needs of the Property. The Roadway Proportionality Fee shall be the equivalent of the roadway impact fee assessed in the adjacent (abutting) roadway impact fee service area (or that service area nearest to the Property if not adjacent) in effect at the time of building permit issuance. The OWNER of the Property shall be entitled to credits against the Roadway Proportionality Fee (or as a credit against any roadway impact fee at such time as the roadway segments for which OWNER has requested credits are identified on the CITY's Roadway Impact Fee Capital Improvement Plan).

a. Eligible Roadway Sections

The road section of Wilmeth Road that is identified herein and in **Exhibit B** as being constructed by OWNER and for which construction the OWNER will receive Credits is intended to be added to the CITY's Impact Fee Road Improvement Plan upon annexation into the CITY's corporate limits. OWNER is also responsible for dedicating the right-of-way for and constructing the road section for Ridge Road that is situated on and across the Property. However, given the fact that neither end of the onsite road section of Ridge Road will tie into or connect to an existing extension of such roadway, CITY has requested and OWNER has agreed to dedicate the right-of-way for the onsite road section for Ridge Road and to pay the estimated cost for the design and construction of such road section to CITY.

b. Escrow for Ridge Road

OWNER shall dedicate the right-of-way for the onsite portion of Ridge Road to CITY and shall escrow with CITY a cash deposit in the amount of Three Hundred Thirty-One Thousand Eight Hundred Ninety-Nine Dollars (\$331,899.00) (the "Escrow Amount") for the design and construction for the onsite road section for Ridge Road as more particularly reflected in Exhibit B-1 attached hereto and incorporated herein by reference for all purposes allowed by law. In exchange for such right-of-way dedication and cash escrow OWNER will be entitled to receive credits just as though the onsite road section for Ridge Road was constructed and finally accepted by CITY. OWNER agrees and understands that the CITY makes no assurances or representations that the onsite

road section for Ridge Road will be designed, constructed and accepted prior to any date certain or in conjunction with the completion or acceptance of any particular phase of development of Auburn Hills. The CITY shall be allowed to undertake the design, construction and acceptance of the onsite road section for Ridge Road (hereinafter "Ridge Road") at such time as the CITY deems it desirable or necessary, and in the sole discretion of the CITY. OWNER further agrees that the CITY shall have the right to enter upon OWNER'S Property to survey, stake, bore, construct and install Ridge Road at such time as the CITY deems necessary. The CITY may at its sole option and discretion enter into one or more agreements with third parties who shall be authorized to design and/or construct Ridge Road and enter upon OWNER'S property to survey, stake, bore, construct and install Ridge Road at the CITY's direction.

OWNER specifically authorizes the CITY to utilize the funds escrowed pursuant to this Agreement to pay for the design and construction of Ridge Road and all necessary appurtenances to said improvements. CITY bears the risk that the Escrow Amount may not be sufficient to cover all of the costs and expenses associated with the design and construction of Ridge Road. As a result, CITY shall have no obligation to refund or reimburse to OWNER any unused amount of the Escrow Deposit held by CITY if any unused funds remain and such funds, if any, may be used by CITY for any allowable purpose.

c. Roadway Proportionality Credits

CITY has evaluated the construction of the Wilmeth Road segments and the dedication and escrow of funds for the design and construction of the onsite road segment of Ridge Road in accordance with the methodology and provisions of the CITY's roadway impact fee ordinance and determined that OWNER shall be entitled to Credits for the right-of-way dedication and construction of the Wilmeth Road roadway sections and for the right-of-way dedication and the payment of the Escrow Amount for the Ridge Road segment required by this Agreement equal to the Roadway Impact Fees/Roadway Rough Proportionality Fee attributable to three hundred five and ninety-four/one hundredths (305.94) single-family dwelling units. Such credits shall be issued to the

OWNER only for construction of the Wilmeth Road roadway sections identified in **Exhibit B** when completed by OWNER to CITY standards and accepted by the CITY; and upon the dedication of the right-of-way for and the payment of the Escrow Amount for the design and construction of the Ridge Road roadways section to the CITY. Upon completion by the OWNER and acceptance by the CITY of such on-site and adjacent roadways and the payment of the Escrow Amount to the CITY, the CITY shall issue credits to a credit pool in the OWNER's name that may be drawn down to pay Roadway Proportionality Fees and/or roadway impact fees as set forth in **Exhibit B**. Said credits shall not include the OWNER's individual costs for eminent domain, if any.

2. Utility Proportionality Fee

The OWNER and any Successor Owners (including any builder-owner) of the Property shall also pay to the CITY (at the time of building permit issuance) a water and wastewater proportionality fee ("Utility Proportionality Fee") in an amount equal to the then existing water and/or wastewater impact fee charged for a particular use in accordance with the CITY's utility impact fee ordinance save and except to the extent that the OWNER and any Successor Owners (including any builder-owner) are otherwise required to pay water and sewer impact fees."

6. "EXHIBIT B TO ANNEXATION AGREEMENT, PUBLIC IMPROVEMENTS," AMENDED IN ITS ENTIRETY

Exhibit B, entitled "Exhibit B to Annexation Agreement, Public Improvements," to the Original Agreement is hereby amended by the replacement of existing Exhibit B with a new Exhibit B that is attached hereto as **Exhibit B** and identified as "Exhibit B to First Amendment and Exhibit B to Annexation Agreement, Public Improvements," which **Exhibit B** is incorporated herein by reference for all purposes allowed by law.

7. "EXHIBIT D TO ANNEXATION AGREEMENT, DIAGRAM OF DEVELOPMENT "PODs"," AMENDED IN ITS ENTIRETY

Exhibit D, entitled "Exhibit D to Annexation Agreement, Diagram of Development "PODs"," to the Original Agreement is hereby amended by the replacement of existing Exhibit D with a new Exhibit D that is attached hereto as Exhibit D and identified as "Exhibit D to First Amendment and Exhibit D to Annexation Agreement, Diagram of Development "PODs"," which Exhibit D is incorporated herein by reference for all purposes allowed by law.

8. RELATIONSHIP TO ROADWAY AND SEWER/WATER IMPACT FEES AND WAIVER OF CLAIMS.

The OWNER has been represented by legal counsel in the negotiation of this Agreement and been advised, or has had the opportunity to have legal counsel review this Agreement and advise the OWNER, regarding the OWNER's rights under Texas and federal law. The OWNER hereby waives any requirement that the CITY retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the CITY as a condition of approval for the development of this Property are roughly proportional or roughly proportionate to the proposed development's anticipated impact. (These exactions may include but are not limited to the making of dedications or reservations of land, the payment of fees, the construction of facilities, and the payment of construction costs for public facilities.) The OWNER specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with Tex. Loc. Gov't Code § 212.904. However, notwithstanding the foregoing, the OWNER hereby releases the City from any and all liability under Tex. Loc. Gov't Code § 212.904 regarding or related to the cost of those municipal infrastructure improvements required for the development of the Property.

It is the intent of this Agreement that the provision for roadway and utility improvements made herein constitutes a proportional financial allocation of the OWNER's responsibility for roadway and utility improvements for its Property and that the financial contribution, including the proportionality fee and in-kind construction of improvements made by the OWNER pursuant to this Agreement, are necessary and attributable to development of the Property. The financial obligation of the OWNER herein set forth shall relieve the OWNER of any obligation for roadway and water/sewer impact fees for the Property unless impact fees are applicable to this Property, or as otherwise provided herein above. The OWNER further waives any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Tex. Loc. Gov't. Code, any federal constitutional claims, and any claims for reimbursement under any existing or future impact fee ordinances of the City of McKinney to the extent such claims are based on the OWNER's dedication, construction, or payment obligations under this Agreement. The OWNER further releases the CITY from any and all claims based on excessive or illegal exactions; it being agreed that the amount of the OWNER's infrastructure contribution proportionality fee (after receiving all contractual offsets, credits and reimbursements) is roughly proportional to the demand that is placed on the CITY's roadway and utility systems by OWNER's development. The OWNER further acknowledges that the benefits of annexation, zoning and platting have been accepted with full knowledge of

potential claims and causes of action which may be raised now and in the future, and the OWNER acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. The OWNER and each Successor Owner shall indemnify and hold harmless the CITY from and against any claims and suits brought solely pursuant to this Agreement and/or asserting the claims or types of claims described in this paragraph.

9. **CONFLICTS**

In the event of a conflict or an inconsistency between the Original Agreement and this 1st Amended Agreement, the terms of this 1st Amended Agreement shall control.

10. **EFFECTIVE DATE**

This First Amended Facilities Agreement is and shall be effective on the ___ day of _____, 2017.

11. **GENERAL PROVISIONS**

- A. The OWNER agrees that construction shall not begin on any proposed improvements to the Property prior to City Council approval of this Agreement.
- B. The OWNER agrees that all coordination required with public and/or private utility agencies to eliminate conflicts with proposed street grades or underground improvements shall be the responsibility of the OWNER. Likewise, coordination with agencies requiring special conditions (i.e., railroads and the Texas Department of Transportation) shall be the responsibility of the OWNER.
- C. It is understood that any obligation on the part of the CITY to make any refunds with respect to infrastructure improvements constructed within the Property shall cease, with respect to such improvements, on the tenth (10th) anniversary after the improvements are completed, inspected, and accepted by the CITY. Such 10-year period may be extended for good cause and agreed to in writing by the CITY and the OWNER.
- D. This Agreement does not constitute a "permit" under Chapter 245 of the Texas Local Government Code, as amended, and no "rights" are vested solely by entering into this Agreement. However, nothing in this Agreement shall constitute a waiver by the OWNER or any Successor Owner of any rights under said Chapter 245 to the extent only that such rights may vest through some other application not related to the annexation of the Property.

- E. Save and except to the extent specifically stated herein to the contrary, the Property shall be developed in accordance with the standards set forth in the City of McKinney Zoning, Subdivision and land development ordinances, including but not limited to provisions regarding drainage, erosion control, pro rata payments, tree preservation, Street Design Standards, Public Improvements Policy and construction standards.

CITY OF MCKINNEY, TEXAS

By: _____
PAUL G. GRIMES
City Manager

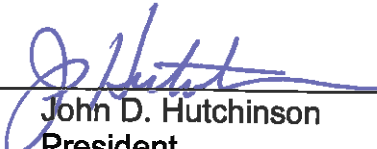
Date Signed: _____

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

OWNER:

AUBURN HILLS PARTNERS, LP, a
Texas limited partnership, acting by and
through its General Partner, TA GP,
LLC, a Delaware limited liability
company

By:  _____
John D. Hutchinson
President

Date Signed: 10/4/17

[Signatures continued on following page.]

THE STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **PAUL G. GRIMES**, City Manager of the City of McKinney, a Texas Municipal Corporation, known to me to be the person who's name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on CITY's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____.

Notary Public _____ County, Texas
My commission expires _____

THE STATE OF TEXAS,
COUNTY OF DALLAS

This instrument was acknowledged before me on the 4th day of October, 2017, by **JOHN D. HUTCHINSON**, in his capacity as President of TA GP, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that TA GP, LLC is the General Partner of Auburn Hills Partners, LP, a Texas limited partnership, and that he executed the same on behalf of and as the act of said company and partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 4th DAY OF October, 2017.

Angela Williams
Notary Public Dallas County, Texas
My commission expires 2-7-21

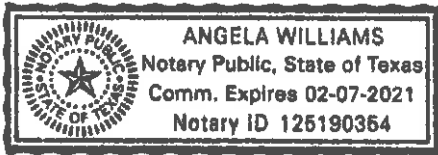


EXHIBIT A TO FIRST AMENDMENT

[Exhibit A intentionally omitted from this document; and remains unchanged in the Original Agreement.]

EXHIBIT B TO FIRST AMENDMENT AND
EXHIBIT B TO ANNEXATION AGREEMENT
PUBLIC IMPROVEMENTS

As is noted above in the First Amendment, Exhibit B to the Original Agreement is hereby deleted in its entirety and replaced with this Exhibit B to First Amendment and Exhibit B to Annexation Agreement, Public Improvements, to read as follows:

The OWNER is responsible for the construction of the public improvements described below, which specifically enumerated public improvements are the "Required Improvements" for purposes of this Agreement. The public improvements required for each particular portion or phase of the Property then being developed, whether installed by the OWNER or a third party on behalf of the OWNER, must be completed and accepted by CITY prior to the issuance of a Final Acceptance letter for such portion or phase of the Property. No Certificate of Occupancy shall be issued for any building on a portion or phase of the Property until Final Acceptance of the public improvements necessary to serve the portion or phase of the Property then being platted.

- A. THOROUGHFARES. Construction of required thoroughfares includes paving, drainage, striping, street lighting, sidewalks, electrical and irrigation conduits, erosion control, and any other necessary appurtenances thereto required for a complete installation pursuant to the CITY Code (subject to Paragraph A.4 below).
1. The OWNER shall dedicate, at no cost to the CITY, that amount of right-of-way across the Property along Ridge Road and Wilmeth Road that will yield:
 - (a) the complete ultimate right-of-way width where the aforementioned thoroughfares are completely contained on and within the Property;
 - (b) one-half of the ultimate right-of-way width where the thoroughfares are adjacent to or along the frontage or perimeter of the Property; and
 - (c) The ultimate right-of-way width at intersections of major thoroughfares to accommodate four lanes plus the left- and right-turn lanes together with such additional right-of-way as is necessary to create safe transitions into and out of such intersections.
 2. The OWNER shall construct concurrent with the development and platting of the applicable adjacent portion or phase of the Property, or as otherwise necessary to serve the portion or phase of the Property then being platted and developed, at no cost to CITY, the eastbound two (2) lanes of Wilmeth Road adjacent to the Property, being approximately 2,651 feet long as described in the DeShazo TIA and in the widths set forth on the CITY's Transportation Plan, together with all turn lanes and all appurtenances necessary to such thoroughfare improvements. Construction of such thoroughfare improvements shall be in accordance with the Subdivision Ordinance, Transportation Plan and Street Design Standards of CITY, and

EXHIBIT B TO FIRST AMENDMENT AND
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the plans therefor shall be approved by the CITY Engineer or his agent prior to approval of a development permit for any portion of the Property adjacent to the respective thoroughfares.

3. The OWNER shall also construct all turn lanes, deceleration lanes, medians and median openings at no cost to CITY as required by the Transportation Plan and Street Design Standards of CITY, and as approved by the CITY Engineer prior to issuance of a Certificate of Occupancy.
4. The OWNER shall pay into escrow with the CITY the cost of designing and constructing, plus an additional twenty percent (20%) for increases in costs and other contingencies, the northbound two (2) lanes of Ridge Road adjacent to the Property, being approximately 926 feet long as described in the DeShazo TIA and in the widths set forth on the CITY's Transportation Plan, together with all turn lanes and all appurtenances necessary to such thoroughfare improvements. The projected cost for the design and construction of such thoroughfare improvements in accordance with the Subdivision Ordinance, Transportation Plan and Street Design Standards of CITY, as approved by the CITY Engineer is projected as Three Hundred Thirty-One Thousand Eight Hundred Ninety-Nine Dollars (\$331,899.00) (the "Escrow Amount") as more particularly reflected in the Cost Estimate attached hereto as Exhibit B-1, which Exhibit B-1 is incorporated herein by reference for all purposes allowed by law.
5. The OWNER shall also have the option to pay cash in lieu of constructing the median landscaping in each divided roadway constructed by the OWNER at the time of platting of each particular development phase of the Property. The amount of cash required in lieu of such construction per linear foot of frontage shall be based on the applicable amount set forth in the City Ordinance then in effect at the time such roadway is constructed.
6. OWNER shall receive Roadway Impact Fee/Roadway Rough Proportionality Fee Credits ("Credits") for the portions of Ridge Road and Wilmeth Road identified in Paragraph Nos. 2 and 4, herein-above (the "Credit-Eligible Road Sections"), to the extent that the rights-of-way for both Wilmeth Road and Ridge Road are dedicated to the CITY, the Credit-Eligible Road Sections of Wilmeth Road are actually constructed and final accepted by CITY and the full amount of the cash Escrow Amount for Ridge Road is deposited by OWNER with CITY. It is understood and agreed that OWNER's dedication of the rights-of-way for and the construction of and Escrow Payment for the Credit-Eligible Road Sections results in the accumulation of Credits equal to

EXHIBIT B TO FIRST AMENDMENT AND
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the Roadway Impact Fees/Roadway Rough Proportionality Fees for three hundred five and ninety-five/one hundredths (305.94) single-family dwelling units. It is specifically understood and agreed by OWNER that the rights-of-way for the Credit-Eligible Road Sections must be dedicated to CITY, the Credit-Eligible Road Sections being constructed by OWNER must be fully constructed and final accepted by CITY and the Escrow Amount for the design and construction of Ridge Road deposited in cash with CITY before OWNER receives such Credits.

7. Attached herewith as **Exhibit D** is a diagram dividing the Property into proposed development "PODs" numbered "1" through "6." Lots within the PODs will be subject to either Roadway Proportionality Fees or roadway impact fees payable to the CITY at the time of building permit issuance. The owners or developers of property within each POD will be entitled to the total number of single-family dwelling unit credits against such roadway fees as set forth below for each POD and on a first-come, first-serve basis within each POD to which the credits apply. The right to use such Credits within in any POD for any single-family dwelling unit shall be conditioned upon whether the Credit-Eligible Road Sections for which such POD is responsible to design and construct have been constructed and accepted by the CITY (the "Accepted Credit-Eligible Road Sections"). The OWNER acknowledges and understands that the number of single-family credits is less than the total number of single-family lots that will be developed within the Property.
 - a. Upon completion of construction by the OWNER or Successor Owner and final acceptance by the CITY of the portion of Wilmeth Road from the eastern edge of POD 6 to the western edge of POD 6, owners and developers within POD 6 shall be entitled to roadway fee credits (against Roadway Proportionality Fees or roadway impact fees, as applicable) for 121.28 single-family dwelling units within POD 6.
 - b. Upon completion of construction by the OWNER or Successor Owner and final acceptance by the CITY of the portion of Wilmeth Road from the eastern edge of POD 4 to the western edge of POD 4, owners and developers within POD 4 shall be entitled to roadway fee credits (against Roadway Proportionality Fees or roadway impact fees, as applicable) for 105.46 single-family dwelling units within POD 4.
 - c. Upon dedication of the rights-of-way for and submission of the cash Escrow Amount for the design and construction of Ridge Road, by the OWNER or Successor Owner and acceptance thereof by the CITY of said dedication and Escrow Amount, owners and developers: (1) within POD 1 shall be entitled to roadway fee credits (against Roadway

EXHIBIT B TO FIRST AMENDMENT AND
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Proportionality Fees or roadway impact fees, as applicable) for 79.20 single-family dwelling units within POD 1.

- d. Upon dedication of the rights-of-way for and submission of the cash Escrow Amount for the design and construction of Ridge Road by OWNER to CITY, the balance of any single-family dwelling units in excess of the apportionment identified in Subparagraph c, herein-above, (79.20 single-family dwelling units) shall be added to the number of single-family dwelling units credits identified in Subparagraphs a and b, herein-above, such that the full amount of single-family credits (305.94) is apportioned to the Property in the manner identified in this **Exhibit B**.
8. In the event that CITY, or an entity that is not related to the OWNER or a Successor Owner constructs one of the above-listed Credit-Eligible Road Sections or OWNER fails to dedicate the required rights-of-way and deposit the full cash Escrow Amount with CITY, a proportional amount of credits will be deducted from the Credits that would otherwise be available to the PODs related to that Credit-Eligible Road Section and the number of single-family dwelling units that may obtain Credits will be reduced accordingly.
9. As is noted above, Credits will not be available until after the Credit-Eligible Road Sections have been constructed by OWNER and the Successor Owners and final accepted by CITY or the rights-of-ways and cash Escrow Amount have been deposited with CITY by OWNER. If building permits are sought by any lot within any POD prior to CITY's final acceptance of the Credit-Eligible Road Sections attributable to that POD and/or the CITY's receipt of the full amount of the cash Escrow Amount, or if all of the available Credits attributable to the construction of any Accepted Credit-Eligible Road Section have been exhausted, the lot will not be entitled to receive Credit hereunder and the City will collect the applicable roadway impact fees or roadway rough proportionality fees. (Roadway impact fees or roadway rough proportionality fees that are collected by the CITY from any lot within any POD prior to construction and final acceptance of the Credit-Eligible Road Sections will not be refunded later.)
10. Credits remaining, if any, at the conclusion of the development of the Property will not be refunded to OWNER in any other manner or method.

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B. UTILITIES.

1. The OWNER shall construct water and wastewater improvements on each portion or phase of the Property concurrently with the development and platting of that particular portion or phase of the Property as necessary to support development of that portion or phase of the Property and to install lines as shown on and required by the CITY's Master Water and Sewer Plans. The OWNER shall also be responsible for the relocation of any utility lines necessitated by or arising out of the development of the Property, subject to the approval of the CITY Engineer.
2. Utility impact fee credits are available for oversize participation for only those water and sanitary sewer or wastewater lines identified on the IFCIP at the time of construction. Those water and wastewater lines not found on the IFCIP at the time of construction will be available for credits upon their inclusion on a future IFCIP (and the CITY agrees that it will revise the IFCIP to include such lines if it requires the OWNER to construct lines not shown on the IFCIP). The CITY shall have the option to grant or award water and wastewater impact fee credits against the actual costs of constructing any of the water and/or wastewater oversize improvements above the twelve-inch (12") diameter portion of the utility lines rather than paying an oversize reimbursement. Impact fee credits shall be calculated based on the CITY's then current Utility Impact Fee schedule. In the event CITY has imposed impact fees with respect to any portion of the Property during the 12 month period immediately preceding the effective date of this Agreement, such impact fees shall be paid or reimbursed, as applicable, to the applicable OWNER.

EXHIBIT B-1 TO FIRST AMENDMENT RIDGE ROAD COST ESTIMATE AND PAVING EXHIBITS

(4 Pages)

PRELIMINARY COST ESTIMATE
AUBURN HILLS - RIDGE ROAD IMPROVEMENTS
MCKINNEY, TEXAS
JBI PROJECT NO. TRZ013
REVISED 10-27-2015

Begin Station **1,129**
End Station **2,138**
Approximate length streets (ft): **1,009**

A. Erosion Control	Units	Cost	Quantity	Total
1 Silt fence (prior earthwork)	LF	\$1.40	1,009	\$1,413
2 Silt fence (post paving)	LF	\$1.40	2,018	\$2,825
3 Inlet protection	EA	\$165.00	0	\$0
4 Rock check dam	EA	\$650.00	0	\$0
5 Grass sod parkways & water	SF	\$0.50	18,496	\$9,248
TOTAL				\$13,486

B. Earthwork	Units	Cost	Quantity	Total
1 Clearing & grubbing (trees)	AC	\$3,900.00	1.30	\$4,864
2 Clearing & grubbing	AC	\$650.00	0.00	\$0
3 Street excavation	CY	\$2.25	4,250	\$9,563
4 Testing	CY	\$0.28	4,250	\$1,190
TOTAL				\$16,617

Ridge Road Main Lanes

C. Paving	Units	Cost	Quantity	Total
1 8"-4000 PSI concrete street pavement (28' FF)	SY	\$43.00	3,010	\$129,430
2 8"(48 lbs./sy) lime stabilized subgrade	SY	\$2.85	3,251	\$9,265
3 Hydrated lime material	TN	\$140.00	79	\$11,060
4 6" Concrete sidewalk	SF	\$5.50	5,045	\$27,748
5 Connect to existing pavement	LF	\$10.00	37	\$370
6 Street barricade	LF	\$50.00	50	\$2,500
7 Street sign & pole	EA	\$550.00	2	\$1,100
8 Barrier free ramps	EA	\$1,500.00	2	\$3,000
9 Street Lighting Conduit, Poles, Bases, Pull Boxes, (Half of Street Linear Foot) complete	LF	\$25.00	505	\$12,613
10 Testing	SY	\$0.65	3,251	\$2,793
11 Maintenance bond (1.50%)	LS		1	\$2,959
TOTAL				\$202,546

D. Water	Units	Cost	Quantity	Total
1 Install Fire hydrant on Ex. 36" Water Main	EA	\$15,000.00	1	\$15,000
TOTAL				\$15,000

DEVELOPER COST ITEMS

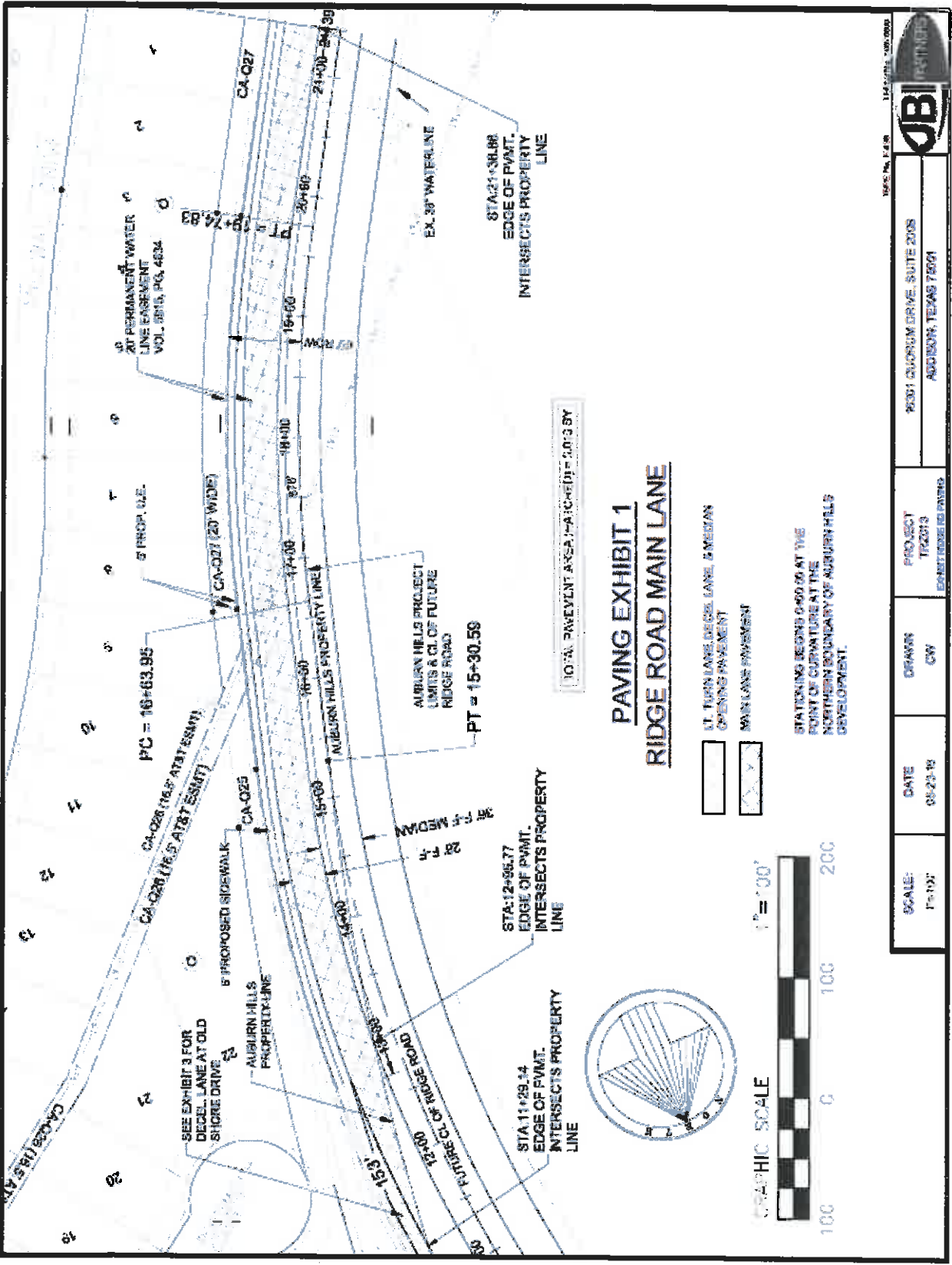
A. Erosion Control				\$13,486
B. Earthwork				\$16,617
C. Ridge Road Main Lanes				\$202,646
D. Water				\$15,000
TOTAL DEVELOPER COST ITEMS				\$246,948

F. Engineering and Construction Staking	Units	Cost	Quantity	Total
TOTAL	12%	\$29,634	1	\$29,634

G. Contingency	Units	Cost	Quantity	Total
TOTAL	20%	\$55,316.42	1	\$55,316

GRAND TOTAL				\$331,899
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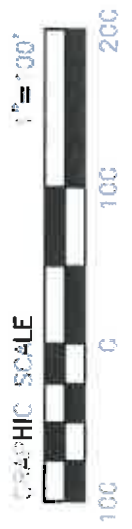
EXHIBIT B-1 TO FIRST AMENDMENT RIDGE ROAD COST ESTIMATE AND PAVING EXHIBITS



PAVING EXHIBIT 1 RIDGE ROAD MAIN LANE

-  LT. TURF LANE DECEL. LANE & MEDIAN OPENING PAVEMENT
-  MAIN LANE PAVEMENT

STATIONING BEGINS 0+00.00 AT THE POINT OF CURVATURE AT THE NORTHERN BOUNDARY OF AUBURN HILLS DEVELOPMENT.




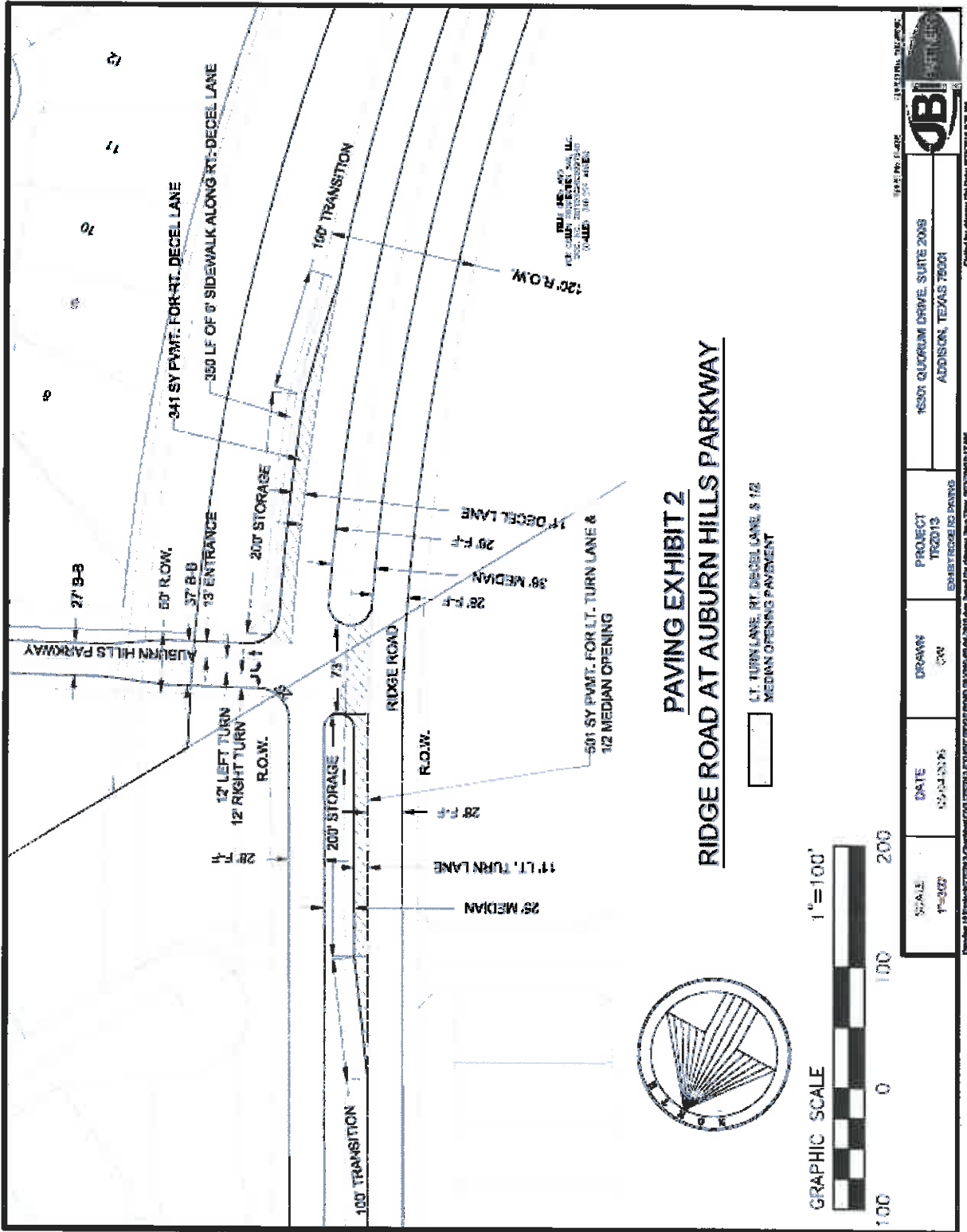
SCALE: 1" = 100'	DATE 08-23-18	DRAWN CWV	PROJECT TR2073 RIDGE ROAD (20' PAVING)	 8001 COLUMBIA DRIVE, SUITE 2008 AUBURN, TEXAS 76001
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EXHIBIT B-1 TO FIRST AMENDMENT RIDGE ROAD COST ESTIMATE AND PAVING EXHIBITS



PAVING EXHIBIT 2 RIDGE ROAD AT AUBURN HILLS PARKWAY

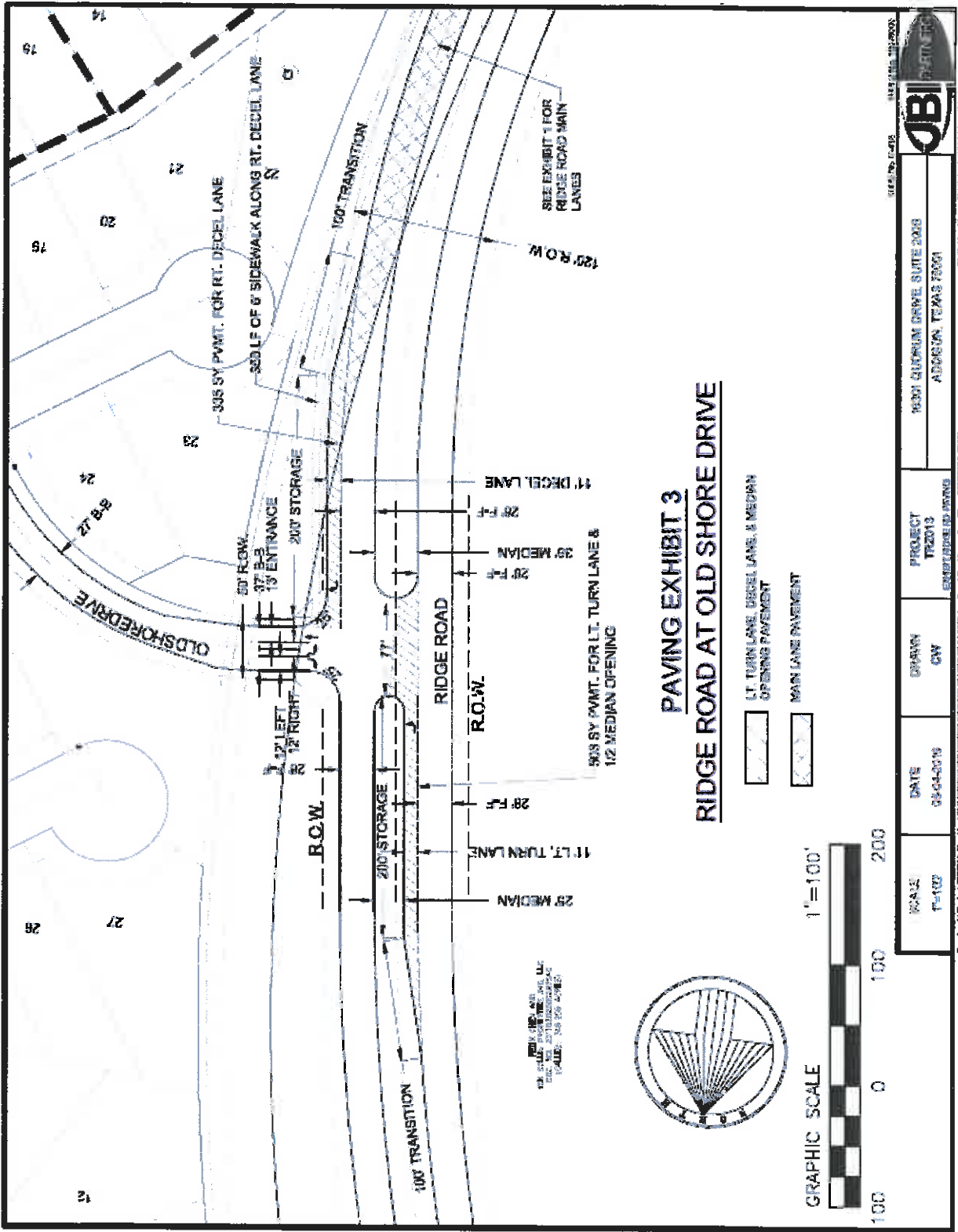
LT. TURN LANE, RT. DECEL LANE, & 1/2
 MEDIAN OPENING PAVEMENT



SCALE 1"=100'	DATE 05-14-2016	DRAWN CW	PROJECT TR2013 SMART RECALC DRIVE	16201 QUICKHORN DRIVE, SUITE 2008 ADDISON, TEXAS 75001
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16201 QUICKHORN DRIVE, SUITE 2008, ADDISON, TEXAS 75001
 TEL: (972) 920-7700 FAX: (972) 920-7701
 WWW.JBIENGINEERS.COM

**EXHIBIT B-1 TO FIRST AMENDMENT
RIDGE ROAD COST ESTIMATE AND PAVING EXHIBITS**



**PAVING EXHIBIT 3
RIDGE ROAD AT OLD SHORE DRIVE**

- LT. TURN LANE, DECEL. LANE, & MEDIAN OPENING PAVEMENT
- MAIN LANE PAVEMENT



SCALE: 1"=100'	DATE: 05-04-09	DRAWN: CW	PROJECT: TR2010	16301 ALUMINUM DRIVE, SUITE 200B ADDICKS, TEXAS 75001
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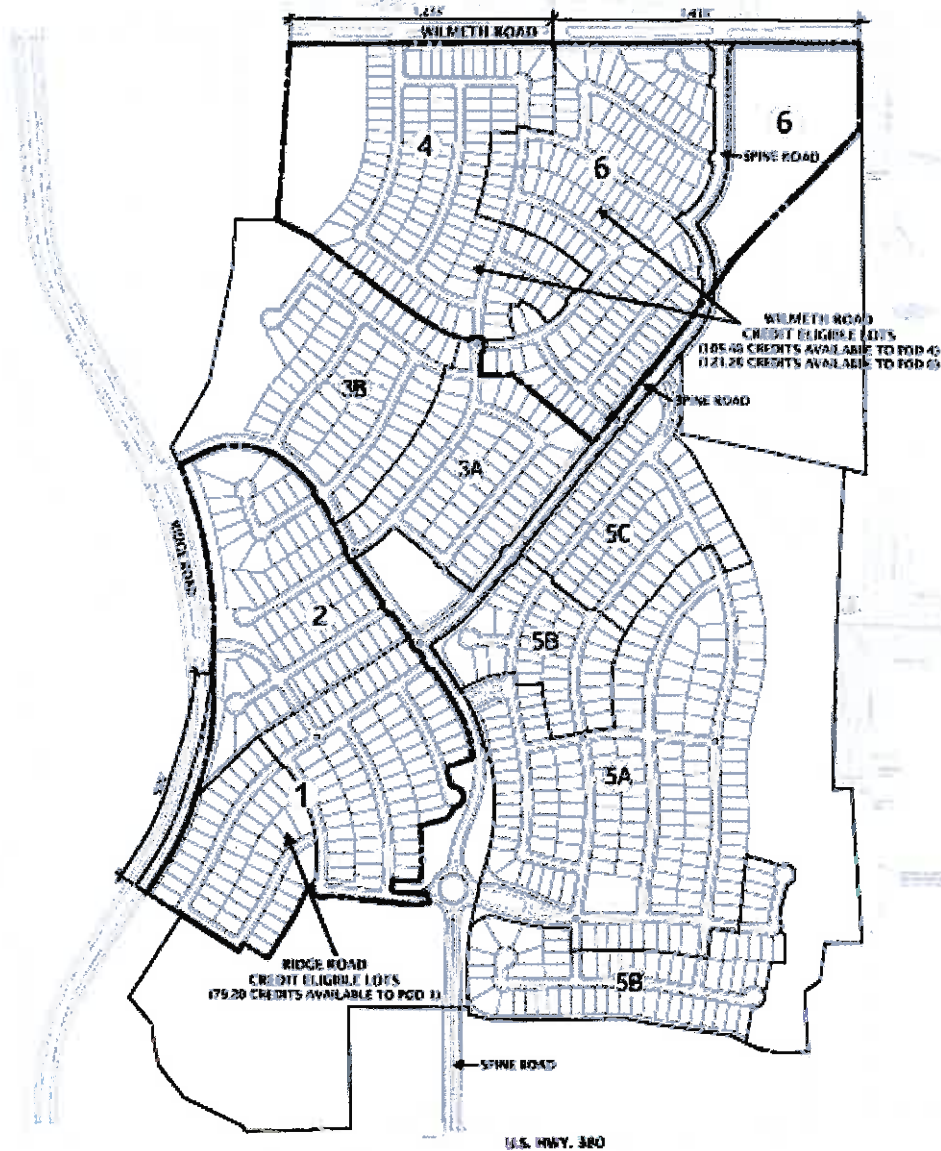
Prepared by: JBI Engineering, Inc. 05/04/09

EXHIBIT C TO FIRST AMENDMENT

[Exhibit C intentionally omitted from this document; and remains unchanged in the Original Agreement.]

**EXHIBIT D TO FIRST AMENDMENT AND
EXHIBIT D TO ANNEXATION AGREEMENT
DIAGRAM OF DEVELOPMENT "PODs"**

As is noted above in the First Amendment, Exhibit D to the Original Agreement is hereby deleted in its entirety and replaced with this Exhibit D to First Amendment and Exhibit B to Annexation Agreement, Diagram of Development "PODs", as follows:



ROAD IMPACT FEE CREDIT

**AUBURN HILLS
MCKINNEY, TEXAS**