

AFTER RECORDING. RETURN TO:

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

**SECOND AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF MCKINNEY, TEXAS
D.R. HORTON – TEXAS, LTD.
(as Transferee of
CUSTER WEST PARTNERS, L.P.),
BLUE STAR COIT 32, LLC,
AND
206 MCKINNEY, LLC
FOR
THE WEST OF CUSTER PORTION
OF THE OVERALL PLANNED DEVELOPMENT
KNOWN AS STONEBRIDGE RANCH f/k/a
THE FLYING “M” RANCH PLANNED DEVELOPMENT**

WHEREAS, a Development Agreement was entered into effective February 1, 2000 by and between the City of McKinney, Texas, a Texas municipal corporation (“City”), and Custer West Partners, L.P., a Texas limited partnership (“CWP”) providing for the City’s recognition of Custer West as the assignee and successor-in-interest of Westerra Stonebridge, L.P. for the primary purpose of assuming the obligations under a 1986 Agreement to develop Stonebridge Ranch (the “2000 Development Agreement”); and

WHEREAS, CWP thereafter annexed additional land which was included in the development known as “West of Custer Property” under an agreement executed on April 21, 2005 entitled the “First Amended and Restated Development Agreement” wherein all of the annexed additional land became subject to the same rights and obligations of the 1986 Agreement which CWP assumed in 2000; and

WHEREAS, CWP thereafter annexed additional land but later transferred all of its remaining land in Planning Area 11A, Parcels 11B01, 11B03 and 11B05 in Planning Area 11B, Parcel 1213 in Planning Area 12, Planning Area 14 and Planning Area 15 in the

development known as "West of Custer Property" to D.R. Horton – Texas, Ltd. ("Horton"), and Horton subsequently acquired Planning Area 16; and

WHEREAS, CWP retained, and did not convey to Horton, its remaining land in Parcel 11B07 and Planning Area 12 (other than Parcel 1213); and

WHEREAS, in connection with the conveyance to Horton, CWP and Horton executed an Assignment and Assumption of City Development Agreement dated November 9, 2005, recorded as Clerk's File No. 2005-0159819 in the Real Property Records of Collin County, Texas, wherein CWP assigned to Horton, and Horton assumed and agreed to perform certain obligations as the "Developer" under the 2005 First Amended and Restated Development Agreement; and

WHEREAS, Blue Star Coit 32, LLC and 206 McKinney, LLC have acquired and now own all of the land shown as Planning Area 17 on Exhibit "A-1" hereto, as follows: Blue Star Coit 32, LLC owns 32.92 gross acres of Parcel 1701 designated as 1701A (31.97 net acres) on Exhibit "A-1" hereto, and 206 McKinney, LLC owns the remainder of Planning Area 17; and

WHEREAS, Horton, Blue Star Coit 32, LLC and 206 McKinney, LLC desire to be subject to the rights and obligations of the 2005 First Amended and Restated Development Agreement as amended and restated herein; and

WHEREAS, the parties desire to amend and restate the terms of the 2005 First Amended and Restated Development Agreement, incorporate the additional territory, modify the impact fee credits, and provide updated exhibits to be consistent therewith;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City, Horton, Blue Star Coit 32, LLC, and 206 McKinney do mutually contract and agree as follows, to wit:

CC

1. Amendment to the 2005 "First Amended and Restated Development Agreement".

The First Amended and Restated Development Agreement shall be amended and restated in full herein and shall be modified according to the additions contained in the restated text and exhibits which are attached hereto. All obligations of Blue Star Coit 32, LLC, 206 McKinney, LLC, Horton and the City shall be governed by the terms of this Second Amended and Restated Development Agreement as of the effective date hereof. **Notwithstanding the foregoing or anything herein to the contrary, this Second Amended and Restated Development Agreement does not affect the rights and obligations of CWP under the First Amended and Restated Development Agreement that were not assigned to and assumed by Horton, and CWP shall not be released from its obligations unless such release has been otherwise effected by the terms of the First Amended and Restated Development Agreement.** The First Amended and Restated Development Agreement shall be amended and restated by this Second Amended and Restated Development Agreement to hereafter read as follows:

"WHEREAS, an Agreement was entered into on the 21st day of January, 1986, by and between the City of McKinney, Texas, a Texas municipal corporation, hereinafter known as the "City," and Gibraltar Savings Association, predecessor-in-interest to Stonebridge Ranch Development Corporation and then Westerra Stonebridge, L.P., whose address is 6900 W. Virginia Parkway, Suite 206, McKinney, Texas 75070, hereinafter known as "Westerra." Gibraltar Savings Association was the then holder of legal title to the overall planned development known as Stonebridge Ranch f/k/a the Flying "M" Ranch Planned Development, constituting approximately 6,250 acres of land, at that time, situated wholly within Collin County, Texas and the jurisdictional limits of the City, hereinafter known as "Stonebridge Ranch"; and

WHEREAS, the Agreement was amended on July 3, 1997 by and between the City and Westerra by that certain Amended and Restated Development Agreement, as more particularly described in the Background section below; and

WHEREAS, pursuant to Article XXI of the Amended and Restated Development Agreement, Westerra desires to assign certain rights and obligations related to the 2088.520 acre west of Custer Road property ("West of Custer Property"); and

WHEREAS, Horton, as the transferee of portions of the West of Custer Property and the owner of Planning Area 16, Blue Star Coit 32, LLC and 206 McKinney, LLC, jointly and severally, as the owners of Planning Area 17, desire to assume certain rights and obligations pursuant to this **Second Amended and Restated Development Agreement**. The West of Custer Property shall hereinafter be known as the "**Development**," and upon execution of this Second Amended and Restated Development Agreement shall

hereinafter be governed solely by this Second Amended and Restated Development Agreement (except that this Second Amended and Restated Development Agreement does not affect the rights and obligations of CWP under the First Amended and Restated Development Agreement.

BACKGROUND

- WHEREAS, Gibraltar Savings Association requested the City to annex and permit the platting and development of one or more tracts of land within the Development; and
- WHEREAS, the City Council approved such annexation request by adopting Ordinance No. 1620; and
- WHEREAS, the City has contracted with the North Texas Municipal Water District, a governmental agency and body politic, hereinafter referred to as "N.T.M.W.D.," to obtain potable water for supply and wastewater treatment capacity for municipal wastewater flows to serve customers lying within the corporate limits or extraterritorial jurisdiction of the City; and
- WHEREAS, Westerra recognized that the City of McKinney Subdivision Ordinance No. 1290, as such existed at the time of execution of the Amended and Restated Development Agreement or as it may be amended, provides for the regulation of the development process and agrees to conform to said Ordinance and the Engineering Standards of the City of McKinney, unless said provisions conflict with Zoning Ordinance No. 1621, as amended; and
- WHEREAS, in 1990, the City enacted Ordinance No. 1868 which provides for the charging and collection of impact fees on new development pursuant to applicable state law; and
- WHEREAS, disputes arose between the City and Stonebridge Ranch Development Corporation as to the application of Ordinance No. 1868 to the Development and, specifically, whether impact fees can be charged to Westerra; and
- WHEREAS, a lawsuit was filed by Stonebridge Ranch Development Corporation, predecessor-in-interest to Westerra, seeking, among other things, a declaration of the rights and obligations of the parties to the 1986 Development Agreement; and
- WHEREAS, Westerra and City desired to resolve the litigation through an amendment to the 1986 Development Agreement which further clarifies the terms of the agreements and recognizes both the

Development's impact on municipal facilities and the extent and capacity of facilities to which Westerra has contributed or will contribute; and

WHEREAS, the January 21, 1986 Development Agreement was originally amended on September 3, 1992, and March 7, 1995; and

WHEREAS, the City and Westerra amended, restated and clarified certain portions of the January 21, 1986 Development Agreement, including the Amendments; and

WHEREAS, the City and Westerra agreed the resulting Amended and Restated Development Agreement superseded and replaced the January 21, 1986 Development Agreement in its entirety, including the Amendments; and

WHEREAS, the West Custer Property shall be developed by Custer West Partners, L.P., or its transferees, who shall be jointly and severally responsible for all obligations hereunder; and

ROADWAY FACILITIES

WHEREAS, the Developer (said term being defined below) has agreed to construct future arterial roadways as shown on Exhibit "A-2" and Exhibit "D", and further supplemented by Exhibits "E" and "F" attached hereto and incorporated herein by reference; and

WATER AND WASTEWATER FACILITIES

WHEREAS, Developer is obligated to construct future water and wastewater capital improvements, onsite and offsite, as shown on Exhibits "A-3", "A-4", and Exhibit "D", and as further supplemented by Exhibits "E" and "F" attached hereto and incorporated herein by reference; and

WHEREAS, the City and Developer agree that any credits against future payment of impacts fees under this Second Amended and Restated Development Agreement shall be allocated by the City between water and wastewater impact fees, even though such credits may be expressed as a "combined" dwelling unit or service unit equivalent; and

GENERAL

WHEREAS, the Developer, its grantees, assigns, successors, trustees and all others holding any interest now or in the future, agree and enter into this Second Amended and Restated Development Agreement

which shall operate as a covenant running with the land and be binding upon the Developer, its grantees, assigns, successors, trustees and all others holding any interest now or in the future; and

WHEREAS, the City and Developer recognize that the City's obligations for providing water and wastewater treatment under this Second Amended and Restated Development Agreement are subject to all the terms and conditions of the contract between the City and the N.T.M.W.D., and incorporate the terms of said contract and any amendments thereto by reference into the instant Development Agreement; and

WHEREAS, the Developer desires to obtain a commitment from the City to accept and record subdivision plats and provide municipal water, wastewater services, adequate roadway capacity and other community services to the subject Development, and the City desires to supply utility capacity for such services to the subject Development; and

WHEREAS, the City and Developer agree that all the public improvements, as described in this Second Amended and Restated Development Agreement or the Exhibits thereto, are essential for the proper functioning of the Development and the health, safety and general welfare of the residents and occupants of buildings within the Development;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Developer do mutually contract and agree as follows, to-wit:

I. Definitions.

- A. "City" shall mean the City of McKinney, Texas.
- B. "Developer" shall mean Custer West Partners, L.P., to the extent applicable under the terms hereof and D.R. Horton - Texas, Ltd., Blue Star Coit 32, LLC and 206 McKinney, LLC, and their respective grantees, transferees, assigns, successors, trustees and/or representatives and all others holding any interest now or in the future.
- C. "Development" shall mean all property and improvements within the West of Custer Property depicted on Exhibit "A" attached hereto and incorporated herein by reference.

- D. "Impact Fees" shall mean those fees imposed by ordinance in accordance with Chapter 395 of the Texas Local Government Code and as such are defined in said ordinance and Chapter.
- E. "Roadway" shall mean any street, thoroughfare, road, arterial or collector, including any required left-turn or right-turn lanes required by city ordinance.
- F. "Vehicle-Mile" shall mean the number of new trips generated by a unit of development during the peak p.m. hour times the length of each new trip.

II. Effect Upon April 21, 2005 First Amended and Restated Development Agreement and Amendments.

This Second Amended and Restated Development Agreement shall supersede and replace the April 21, 2005 First Amended and Restated Development Agreement in its entirety, as to the Development, as defined herein. As such, there are no other agreements regulating or governing the Development, as defined herein, including but not limited to that one certain estoppel letter for the benefit of D.R. Horton-Texas, Ltd. dated October 31, 2005 which shall be null and void.

III. Platting, Zoning and Building Permits.

All Property owned by the Developer and shown on Exhibit "A" shall be platted, zoned and developed in accordance with the Subdivision Ordinance No. 1290, the City's Comprehensive Zoning Ordinance No. 1270, Zoning Ordinance No. 1621, applicable building codes and all other relevant ordinances as adopted by the City and as amended from time to time and including the approved development matrix for each Planning Area as depicted on Exhibit "A-1", except as may be otherwise set forth herein, before any Development Permit, Building Permit, or Certificate of Occupancy shall be issued.

IV. Availability of Water and Wastewater Service in the Future.

The City makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the City to supply water and wastewater services is subject to its contract with the N.T.M.W.D., and that this Development Agreement will only allow utilization of the City's water and wastewater system capacity when and if same is present and available from the N.T.M.W.D. Notwithstanding the foregoing, the City will supply the Development with adequate water supply and wastewater treatment capacity if such capacity is present and available from N.T.M.W.D. The City shall be the sole judge of the availability of such capacity to

supply water and/or wastewater services, provided, however, that the City will use its best efforts to insure that said water supply and wastewater treatment capacity are available.

V. Public Improvements.

A. Design Criteria, Review of Plans and Construction.

1. All public improvements constructed in the Development shall be designed and constructed in accordance with the then current standards, specifications and procedures as adopted by the City. All engineering studies and construction plans shall be submitted to the City Engineer for review and approval at the time of platting or at such other time as may be deemed appropriate by the City Engineer, but in any case prior to commencement of any construction. Such plans shall be subject to approval by the City Engineer or his agent prior to approval of a Development Permit.
2. Construction of all public improvements shall be subject to routine review by the City Engineer or his agent to evaluate conformance with the construction plans and City standards and specifications. Such review and evaluation shall not relieve the Developer, its engineer or agent, of its obligations for the design, construction and maintenance of the improvements as set out in this Development Agreement and other relevant ordinances of the City. Any modification, review or evaluation by the City Engineer shall substantially conform to accepted engineering practices. City acknowledges that reimbursements to Developer under this Development Agreement may be allocated between the parties hereto; however it is expressly understood that City may pay any party such reimbursement, if any, in satisfaction of its reimbursement obligation to Developer.
3. Upon completion of construction of public improvements as required by this Development Agreement, the Developer shall deliver to the City a reproducible copy of as-built construction plans of the public improvements constructed or engineered by Developer and any other documents related thereto required by the City.

B. Streets and Associated Improvements.

1. In conjunction with the platting of rights-of-way and/or lands which are adjacent and contiguous to rights-of-way,

the Developer shall fund, construct, and dedicate, at no cost to the City, the roadways, sidewalks, landscaping, irrigation and drainage improvements, utilities, street lighting and signage, and all other improvements within or adjacent to the Development that may be required by the City, unless otherwise provided herein. Notwithstanding the foregoing, Developer shall be responsible for dedicating and platting only the right-of-way for that portion of Custer Road / F.M. 2478 adjacent and contiguous to Developer's property. Save and except the funding and construction of the sidewalks adjacent to Custer Road which Developer expressly agrees to provide, any construction of Custer Road shall be the responsibility of City, the State or third-parties. For any applicable segment of Coit Road wherein the City of Frisco, Texas or its contractor, developer or any third-party agrees to fully-construct the full, 4 lane cross-section thereof, Developer shall simultaneously dedicate the necessary right-of-way for the northbound 2 lanes of Coit Road for such segment.

2. The Developer shall fund and construct, except for Custer Road as set forth in Section V.B. (1) hereinabove, all roadways within the Development, subject to the construction standards provided herein. Said roadways shall be constructed in accordance with Exhibit "A-2" and Exhibit "D" and as further supplemented by Exhibits "E" and "F" attached hereto and incorporated by reference. Notwithstanding any provision hereof or any exhibit to the contrary:

- (a) In addition to the requirement for construction under V.B.(1), the approximately 600' segment of roadway of Independence Parkway immediately south of Virginia Parkway within or adjacent to Planning Area 11A shall be completed by Developer on or before March 31, 2014.

- (b) In addition to the requirement for construction under V.B.(1), the segments of roadway of Virginia Parkway depicted on Exhibit D, including that segment of Planning Area 11A beginning at the western terminus of the newly-constructed portion of Virginia Parkway and continuing westward through the Independence/Virginia Parkway intersection to a point approximately 600' beyond said intersection (inclusive of the transitions), and including any related Independence/Virginia Parkway

intersection improvements (pavement, turn lanes, drainage, lighting, signage, etc.) shall be completed by Developer on or before March 31, 2014.

(c) In addition to the requirement for construction under V.B.(1), the segment of roadway of Coit Road (4 lanes of transition at the intersection of Coit Road and US 380 and 2 lanes between the aforementioned 4-lane transition segment and the southern boundary of Parcel 1701A) adjacent to Parcel 1701A as shown on Exhibit "G" attached hereto shall be completed by Developer on or before and as a condition to the filing of a Record Plat covering any commercial lot in Parcel 1701A.

(d) In addition to the requirement for construction under V.B.(1), the segment of roadway of Coit Road (4 lanes of transition at the intersection of Coit Road and US 380 and 2 lanes between the aforementioned 4-lane transition segment and the intersection of Coit Road and the collector within Planning Area 17) and (ii) the internal collector roadway within Planning Area 17 shall be completed by Developer on or before and as a condition to the filing of a Record Plat covering any portion of Planning Area 1701B, or covering any residential lot in Planning Area 17 other than those lots in Phase I of Planning Area 17.

(e) In addition to the requirement for construction under V.B.(1), the segments of roadways of Coit Road (4 lanes of transition at the intersections of Coit Road and Virginia Parkway and Coit Road and US 380 and 2 lanes between the aforementioned 4-lane transition segments) shall be completed by Developer on or before the completion and connection of the internal collector roadway within Planning Area 15 with Coit Road.

(f) Notwithstanding the requirements of V.B.(2)(a-e) and until the intersection improvements for Independence and Virginia Parkway as shown on Exhibit D are complete and accepted, Developer agrees that no Record Plat shall be filed or permits shall issue for residential or commercial lots within Planning Area 15 (save and except the westernmost 200 lots within Parcels 1501 and 1503, which filing shall further trigger the requirement of V.B.(2)(e) above), or within Parcels 11A02, 11A05, 1601, 1602, 11A07, or 11A10 (save and except 34 single-family lots depicted on Exhibit H; however such lots on

Exhibit H shall only be eligible for permits after full completion and acceptance of the collector roadway segment shown on Exhibit H). Record plats may be filed and permits may issue for Parcels 11A04 and the southernmost 100 lots of Parcel 11B01 without constructing adjacent segments of Virginia Parkway; however such issuance shall be subject to the express agreement by Developer that it shall maintain, to its present condition or better, the existing pavement of Virginia Parkway, at Developer's sole expense, until the latter of 1) the full construction of the northern or southern 2-lanes of Virginia Parkway from Custer Road to Coit Road or March 31, 2014. Record plats for any lots within Parcel 11A03 may be filed only after the completion and acceptance of the southern 2-lanes of Virginia Parkway from western terminus of the 600' segment described in V.B.2.(b) above (a point lying north of and adjacent to Parcel 11A04) to the western boundary of Parcel 11A03.

(g) As a condition to receiving water, sewer and roadway impact fee credits for the commercial and residential units in Planning Area 17, Developer shall commence engineering design and a master drainage study upon the execution hereof but in no event later than August 1, 2011 and commence construction of at least one of the following infrastructure components: roadway, sewer, water and related public improvements serving Planning Area 17, as specifically depicted on Exhibit "F", on or before September 30, 2011 and complete, receiving final acceptance thereof, of such depicted improvements on or before September 30, 2012. Notwithstanding anything in this Second Amended and Restated Development Agreement to the contrary, if the City fails to acquire the necessary easements for Sanitary Sewer Line H (as shown on Exhibit "A-3") in a manner to allow those portions of Sanitary Sewer Line H that are part of Phase 1 Sanitary Sewer as described in Exhibit "F" to be commenced on or before September 30, 2011, Developer's time to complete, as applicable, such sanitary sewer construction shall be extended to accommodate for any such delay in acquiring the necessary easements.

3. Developer shall construct roadways in accordance with the City's then current Thoroughfare Plan, Zoning Ordinance 1270, as amended, Subdivision Ordinance 1290, as amended, and Exhibit "A-2" and Exhibit "D" and as further supplemented by Exhibits "E" and

"F". Developer shall be responsible for all acquisition costs in obtaining the necessary temporary and permanent easements (or right-of-way) for any roadways to be constructed under Section V.B., including, but not limited to, easements for roadways depicted on Exhibits "A-2", "D", "E", and "F". Roadways depicted on Exhibit "A-2" and Exhibit "D" and as further supplemented by Exhibits "E" and "F" shall be designed and bonded (with provisions similar to those contained in the Construction Facilities Agreement for Required Improvements for Crimson Ridge dated October 23, 1996), or actually constructed (i) prior to and as a condition of acceptance of improvements, for platted property developed solely by Developer, or (ii) prior to the sale to any third-party for platted or unplatted property developed solely or partially by third-party successors or transferees. In addition to all other remedies available to the City, and upon written notice and thirty (30) days opportunity to cure, if Developer fails to construct any required roadway for which credits have been issued, the credits pool for roadway impact fees shall be automatically reduced by an amount equivalent to the number of vehicle miles to be supplied by such roadway.

4. In the event that the City adopts a roadway impact fee ordinance, Developer shall be entitled to roadway impact fee credits in an amount equivalent to the maximum aggregate number of residential units available to be developed in the Development (as defined herein) as shown on the Computed Master Plan Matrix, Exhibit "C". Notwithstanding the above, in the event Developer defaults under Section V.B.(1) or (2) as it relates to Phase I of Planning Area 17 as shown on Exhibit F, the Developer shall pay water, sewer and roadway impact fees for the next 576 residential units developed within Planning Area 17 at the fee amounts then in effect until fully paid regardless of whether building permits have issued for any residential units prior to such default. Subject to Paragraph XVI.A. (1), the remaining units in the Development shall have residential water, sewer and roadway impact fee credits in accordance with the first sentence of this Section.

5. The credits for non-residential uses shall be an amount equivalent to the maximum aggregate number of non-residential development units available to be developed in the Development (as defined herein) as shown on the Computed Master Plan Matrix, Exhibit "C". Notwithstanding the above, in the event Developer defaults under Section V.B. (1) or (2) as it relates to Phase I of Planning Area 17 as shown on Exhibit F, the Developer

shall pay water, sewer and roadway impact fees for the next 495,000 square feet of non-residential structures developed within Parcel 1701B payable at the fee amounts then in effect until fully paid regardless of whether building permits have been issued for any non-residential units prior to such default. Subject to Paragraph XVI.A. (1), the remaining units in the Development shall have non-residential water, sewer and roadway impact fee credits in accordance with the first sentence of this Section.

6. Developer hereby waives any right to collect or receive reimbursement of linear pro rata construction costs for offsite roadway facilities from the City or other developers who subsequently develop abutting roadways installed by Developer.
7. If the maximum aggregate amount of development units for the Development is increased by subsequent rezoning or amendment to the Computed Master Plan Matrix, the Developer shall pay roadway impact fees, then in effect, for the units representing the increase over the maximum aggregate number of units contained on the Computed Master Plan Matrix. If the Developer increases the number of units over the maximum number of units contained in the Computed Master Plan Matrix in any one area of the Matrix, and simultaneously reduces the number of units in another area of the Matrix such that the aggregate amount of development units does not exceed the maximum aggregate number of units contained in the Computed Master Plan Matrix, the Developer will not have to pay any impact fees for such increase in units for the area in which the development units are increased.

C. Water and Wastewater Facilities.

1. The Developer shall fund and construct, at its cost, all water and wastewater facilities, whether onsite or offsite, and dedicate the same to the City, as shown on Exhibits "A-3", "A-4", and Exhibit "D" and as further supplemented on Exhibits "E" and "F" attached hereto and incorporated herein by reference.
2. Specific Water Main facilities to be constructed by the Developer shall include all facilities as are shown on the Water Master Plan, as shown on Exhibits "A-4" and "D" and as further supplemented by Exhibits "E" and "F" attached hereto and incorporated herein by reference, or as

such may be modified by the City Engineer at the time of platting or construction plan approval. Developer shall be responsible for all acquisition costs in obtaining the necessary temporary and permanent easements for any Water Main facilities to be constructed under Section V.C., including, but not limited to, easements for those Water Main facilities depicted on Exhibits "A-4", "D", "E", and "F".

3. Specific Wastewater Main facilities to be constructed by Developer shall include all wastewater facilities as are shown on the Sewer Master Plan, as shown on Exhibits "A-3" and "D" and as further supplemented by Exhibits "E" and "F" attached hereto and incorporated herein by reference, or as such may be modified by the City Engineer at the time of platting or construction plan approval. Developer shall be responsible for all acquisition costs in obtaining the necessary temporary and permanent easements for any Wastewater Main facilities to be constructed under Section V.C., including, but not limited to, easements for those Wastewater Main facilities depicted on Exhibits "A-3", "D", "E", and "F".
4. Water distribution mains sized according to the Water Master Plan, as shown on Exhibits "A-3", "A-4", and Exhibit "D" and as further supplemented by Exhibits "E" and "F" attached hereto and incorporated herein by reference, shall be constructed as the roadways within the Development are constructed, unless the timing of construction is otherwise indicated on the exhibit. The size and location of said mains may be modified by the City Engineer at the time of platting; however the incremental cost of any increase in the size of said mains, not attributable to any increased density in the Development, shall be at the City's cost payable as a reimbursement to Developer.
5. The water and wastewater facilities necessary to serve the proposed areas of the Development shall be installed prior to the issuance of a certificate of occupancy within any area served by said facilities.
6. As additional consideration for Developer funding and constructing the improvements and facilities set forth in this Section V, upon full execution of this Second Amended and Restated Development Agreement, Developer shall immediately receive a credit under any and

all existing and future water and wastewater impact fee ordinances in an amount equivalent to the maximum aggregate number of residential units available to be developed in the Development (as defined herein) as shown on the Computed Master Plan Matrix, Exhibit "C" and in an amount equivalent to the maximum aggregate number of non-residential development units available to be developed in the Development (as defined herein) as shown on the Computed Master Plan Matrix, Exhibit "C".

7. Developer shall construct water and wastewater facilities consistent with the Water and Wastewater Master Plans, shown on Exhibits "A-3", "A-4", and "D" and as further supplemented by Exhibits "E" and "F" attached hereto and incorporated herein by reference, applicable subdivision regulations and utility policies. In addition to all other remedies available to City, if Developer fails to construct any required water or wastewater facility, the residential credits for water and wastewater impact fees hereafter described shall be reduced by an amount equivalent to the number of service units of capacity supplied by such facility, based on the adjusted cost of such facility, i.e., the cost of oversize for on-site facilities, and the cost of the main for off-site facilities, and the impact fees per service unit then in effect.
8. As consideration for the benefits and burdens under this Second Amended and Restated Development Agreement, Developer waives any right to pro rata fees under prior agreements, together with any right of repayment by the City from capital recovery fee proceeds. Developer further assigns the City the right to collect as well as the entire amount of pro rata proceeds from other developers subsequently connecting to offsite facilities installed by Developer.
9. If the maximum aggregate amount of development units for the Development is increased by subsequent rezoning or amendment to the Computed Master Plan Matrix, the Developer shall pay water/wastewater impact fees, then in effect, for the units representing the increase over the maximum aggregate number of units contained on the Computed Master Plan Matrix. If the Developer increases the number of units over the maximum number of units contained in the Computed Master Plan Matrix in any one area of the Matrix, and simultaneously reduces the number of units in another area of the Matrix such that the

aggregate amount of development units does not exceed the maximum aggregate number of units in the Computed Master Plan Matrix, the Developer will not have to pay any impact fees for such increase in units for the affected area.

D. Dedications, Donations and Conveyances.

The Developer shall dedicate, donate, fund the City's acquisition thereof should the City elect to acquire, at its sole discretion, and/or convey at its cost certain sites and improvements to the City that are necessary for the construction of the facilities required by this agreement, including but not limited to those items in D.1-D.5 below. If the City elects to acquire any interests through eminent domain, Developer agrees to reimburse all of City's costs for those interests which are acquired and utilized for public use. City shall have the sole discretion of which interests are necessary for public use. If it is determined by a Court of competent jurisdiction that an interest to be acquired does not constitute public use, the City shall have no obligation to continue acquisition thereof, and Developer shall have the continuing obligation to comply with this Paragraph D. The following sites and improvements shall be dedicated or otherwise conveyed by the Developer:

1. All roadway rights-of-way and alleys as required by the then-existing City thoroughfare plan including those shown on Exhibits "A-1", "A-2", and "D" and as further supplemented by Exhibits "E" and "F".
2. Drainage easements, water easements, wastewater easements, floodways and other dedications as may be required by Subdivision Ordinance No. 1290, as amended, for the Development or as otherwise depicted on Exhibits "A-1", "A-2", and "D" and as further supplemented by Exhibits "E" and "F".
3. Streets and associated improvements shall not be accepted by the City until construction has been approved by the City Engineer. Roadway rights-of-way, easements and other sites described and shown in attachments to this Development Agreement shall be dedicated to the City at the time of platting.
4. Park sites described and shown in attachments to this Development Agreement are to be designated at the time of platting of all or any part of the Planning Area within

which a park site is located, as shown on Exhibit "A-1" attached hereto and incorporated herein by reference. Open Space sites may be donated by the Developer to the City, subject to acceptance by the City of such open space sites.

5. City shall pay the costs of donation, including any title insurance, survey, closing costs and recording fees associated with the transfer of title; and the City shall hold harmless the Developer from any liability for rollback taxes on the property, arising solely from the conveyance contemplated herein. The foregoing specifically excludes any rollback taxes resulting from Developer having changed the use of the property prior to such conveyance to the City or taxes owing in the event title is transferred back to the Developer. The conveyance shall contain a restriction which limits the use of the dedicated site for public park purposes only, but shall not contain a reverter clause. In addition to the foregoing, Developer agrees that the form of conveyance shall be in conformance with any grant requirements of the Texas Parks and Wildlife Department. The City and Developer acknowledge and agree that any school site dedication to the McKinney Independent School District has already been fully satisfied.

VI. Public Facilities To Be Constructed by City.

The following facilities shall be constructed by the City. Said facilities shall be constructed to serve the Development and shall be constructed in a timely manner when the City determines a need for said facilities.

A. Water:

1. Elevated Storage Tanks
2. Ground Storage Tanks
3. High Service Pumping Facilities
4. Water Mains adequately sized to extend from any above-ground storage tanks and the City's Ground Storage Site in FM 720 to Developer's off-site mains approximately 7,000 feet west of said ground storage site.

- B. Wastewater Treatment Facilities as required to serve the Development, subject to contracts with the N.T.M.W.D.

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- C. Fire Suppression and EMS Facilities shall be provided by the City.
- D. Pursuant to Section VI hereinabove, park facilities shall be constructed or placed by the City as needed on park sites conveyed by Developer.
- E. Street signalization shall be provided by the City, at such times as City deems signalization is warranted.
- F. Other community facilities shall be constructed or provided by the City as needed on sites donated by Developer or otherwise acquired by City.

VII. Commitment of Water and Wastewater Capacity.

The City shall commit and provide water and wastewater utility capacity for the Development as consideration for Developer's payment of impact fees and Developer's funding, designing and constructing the specified utility improvements and dedicating same to the City. It is understood that this commitment of utility capacity is subject to modification based on final engineering of the improvements and review of same by the City Engineer, and the availability of water supply and wastewater treatment capacity from the N.T.M.W.D.

VIII. Water and Wastewater Facilities to be Constructed by Developer.

Unless otherwise specified herein, the Developer shall fund and construct all onsite and offsite water and wastewater facilities necessary to serve the Development. Such facilities shall include, but not be limited to, water distribution and transmission mains and wastewater trunk and collection mains.

IX. Maintenance.

- A. The Developer shall maintain the following public improvements:
 - 1. The roadways, drainage improvements and public utilities for a period of at least two (2) years from the date of final acceptance by the City of such improvements.
 - 2. The landscaping within roadway rights-of-way and other public easements for a period of at least two (2) years from the date of final acceptance of such improvements.
- B. The City shall be responsible for permanent maintenance of medians in dedicated rights-of-way, and specific landscaped sites at

2

other intersections approved by the City Council at the time of platting. Such maintenance provisions shall be specified in subsequent facilities agreements associated with final patting of subsequent subdivisions within the Development.

C. It is understood that the Developer will maintain all lakes constructed or improved within the Development.

X. Master Plat.

Concurrent with the recordation of this Second Amended and Restated Development Agreement, Developer shall file a master plat, taking such steps as are necessary under Texas law to assure that all land hereinafter subdivided, sold or developed shall require a plat, and which lots shall be further subject to all the terms of this Second Amended and Restated Development Agreement. Developer shall record this Second Amended and Restated Development Agreement and shall provide a copy to any prospective purchaser, assign, transferee, grantee, mortgagee or any other successor. Developer shall design and bond (with provisions similar to those contained in the Construction Facilities Agreement for Required Improvements for Crimson Ridge dated October 23, 1996), or actually construct all water, wastewater and roadway improvements to a development site which is not currently served by water and wastewater facilities and/or which does not abut roadways identified in Exhibits "A-2", "D", "E" or "F" prior to completion of the sale of such tract.

XI. Amendments.

This Second Amended and Restated Development Agreement may be changed or modified only with the written consent of Developer and the City Council of the City. Such modification may be requested by either party, but shall not in any event be effective unless and until approved by a formal vote of the City Council.

XII. Disclaimer.

The City shall not be responsible for any capital costs not specifically enumerated in this Second Amended and Restated Development Agreement.

XIII. Applicable Laws / Venue.

This Second Amended and Restated Development Agreement shall be subject to all rules, regulations and laws applicable hereto, past, or in the future, promulgated by the United States of America, the State of Texas, the City of McKinney, and any other governing body or agency having

lawful jurisdiction, or any authorized representative or agency thereof. This Second Amended and Restated Development Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Texas. Venue for any action to enforce or construe this Second Amended and Restated Development Agreement shall be Collin County, Texas. In the event the City enacts any regulation, rule, or law that conflicts with the terms of this Second Amended and Restated Development Agreement so as to frustrate its purpose, the terms of this Second Amended and Restated Development Agreement shall control and such regulation, rule, or law shall not apply to this Second Amended and Restated Development Agreement; provided, however, that this Second Amended and Restated Development Agreement shall be subject to regulations, rules, or laws adopted by the City in order to comply with regulations, rules, and laws adopted by the United States of America or the State of Texas.

XIV. Severability.

The provisions of this Second Amended and Restated Development Agreement are severable and, in the event any word, phrase, sentence, paragraph, section or other provision of this Second Amended and Restated Development Agreement, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, the remainder of this Second Amended and Restated Development Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby.

XV. No Waiver.

Developer expressly acknowledges that by entering into this contract, Developer, its successors, assigns, grantees, and/or trustees, shall never construe this Second Amended and Restated Development Agreement as waiving any of the requirements of the Zoning Ordinance No. 1270, as amended, or Subdivision Ordinance No. 1290, as amended, except as herein agreed. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Second Amended and Restated Development Agreement is amended by vote of the City Council, no officer, official or agent of the City has the power to amend, modify or alter this Second Amended and Restated Development Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.

XVI. Default.

A. In the event the Developer fails to comply with any of the provisions of this Development Agreement, the City shall be authorized to immediately cease issuance of any further Development Permits, Certificates of Occupancy, or Building Permits on property owned by the Developer that is subject of this Agreement, and the City shall be further authorized to file this instrument, or similar instrument, in the Real Property records of Collin County as a Lien against Developer's property; and in the alternative, the City shall be authorized to levy an assessment against the Developer's property for public improvements to be held as a lien against the property by the City. In addition thereto, the City may revoke the credits for Impact Fees as set forth in Section V above and in this Section XVI. Notwithstanding the foregoing or anything in this Second Amended and Restated Development Agreement to the contrary, in the event of a failure by Developer to comply with any of its obligations set forth in this Development Agreement, the City may exercise its remedies set forth in this paragraph only as to the portion of the Development owned, as of the effective date, by Horton, 206 McKinney, LLC or Blue Star Coit 32, LLC, or any transferee, of the Planning Area(s) or Parcels to which such failure applies. The portions of the Development (Planning Area and Parcels) owned by each of Horton, 206 McKinney, LLC and Blue Star Coit 32, LLC as of the date hereof are depicted on Exhibit "G" attached hereto and incorporated herein.

1. For example, if Developer fails to timely complete a segments of roadway of Coit Road that is adjacent to the property owned by a party hereto when required hereby, then with respect to the Planning Area (Parcel 1701A, for instance) adjacent thereto, the City shall be authorized to immediately cease issuance of any further Development Permits, Certificates of Occupancy or Building Permits, file a Lien or levy an assessment for public improvements to be held as a lien against said Parcel, and charge the commercial Impact Fees applicable to that Parcel and/or exercise its other remedies herein as to such Parcel, but not against any Parcel not owned by the owner of such Parcel.
2. Additionally, in the event of a default by Horton, its successors and assigns, under Section V.B.(2) or any other default under this Agreement as to the portion of the Development owned by it, Horton impact fees credits shall be reduced to that amount existing on the date immediately preceding the effective date of this Agreement. Notwithstanding anything in this Second Amended and Restated Development Agreement to the contrary, in no event shall the Impact Fee credits allocated to Horton's

portion of the Development owned as of the date hereof (as depicted on Exhibit "G" attached hereto) be reduced below the remaining Impact Fee credits allocated to Horton's portion of the Development by the First Amended and Restated Development Agreement as of the day prior to the effective date of this Second Amended and Restated Development Agreement which amounts are 1,517 residential water and sewer credits, 1704 single-family residential roadway credits, 1,627 multi-family residential roadway credits, 1,186,086 square feet of non-residential water and sewer credits, and 1,851 vehicle miles of non-residential roadway credits.

- B. It is acknowledged that the three parties comprising "Developer" have agreed to allocate the construction responsibilities and improvement costs outlined herein which are reflected in a separate written agreement being signed simultaneously herewith. Horton has certain construction responsibilities under such separate agreement, and if Horton fails to timely complete (1) the construction of the Phase 1 water mains that are adjacent to the portion of the Development owned by Horton or the Phase 1 sanitary sewer lines, both as shown on Exhibit "F" attached hereto, by August 31, 2012 (as such date may be extended pursuant to Section V.B.(3) above) or (2) the construction of those portions of Independence Parkway and Virginia Parkway that are to be completed by March 31, 2014 in accordance with Section V.B.(2) above, then Horton's Impact Fee credits shall be reduced in accordance with A. above.
- C. In the event of default by City of its obligations under this Development Agreement, Developer retains all remedies available to it under applicable law or in equity.

XVII. Agreement Void for Failure of Condition Subsequent.

Developer agrees to waive all claims against City, whether alleged or not, arising out of its purchase of the West of Custer Property and execution of this Second Amended and Restated Development Agreement.

XVIII. Conformity to Ordinances / Proportionality.

- A. The City deems that this Second Amended and Restated Development Agreement is in accord with the Subdivision Ordinance No. 1290, existing development standards and Ordinance No. 1868, as amended. Developer and City agree that the impact fee

credits granted hereunder are proportional to the excess capacity supplied, or to be supplied in Developer's performance of its obligations.

- B. Developer and City agree that the required construction of public improvements contained in this Second Amended and Restated Development Agreement and the payment of impact fees, together with credits received for excess capacity, are in proportion to the demands which the Development creates and to the benefits the Development receives from such facilities.'

XIX. Indemnification / Continuing Obligation.

- A. Except to the extent the City is adjudicated to be in default under this Second Amended and Restated Development Agreement or Blue Star Coit 32, LLC, 206 McKinney, LLC, and Horton are otherwise released in writing under Section XXI or Section XXII, Blue Star Coit 32, LLC, 206 McKinney, LLC, and Horton shall each indemnify and hold harmless the City against any claims or suits, including its reasonable attorney's fees, damages, and judgments, by Developer's successors, assigns, grantees, trustees, and/or representatives, arising out of any obligation imposed on such party under this Second Amended and Restated Development Agreement to construct or dedicate facilities under this Second Amended and Restated Development Agreement or the receipt of credits for impact fees, or the payment of impact fees for such facilities under this Second Amended and Restated Development Agreement. **Notwithstanding the foregoing or anything herein to the contrary, this Second Amended and Restated Development Agreement does not affect the rights and obligations of CWP under the First Amended and Restated Development Agreement that were not assigned to and assumed by Horton, and CWP shall not be released from its obligations unless such release has been otherwise effected by the terms of the First Amended and Restated Development Agreement.**
- B. This indemnity shall be limited to claims against the City only and shall not extend to unrelated claims against the City or to claims against the City to the extent that the City is adjudicated to be in default under this Second Amended and Restated Development Agreement. Blue Star Coit 32, LLC, 206 McKinney, LLC, and Horton shall remain obligated to construct and convey facilities in accordance with this Second Amended and Restated Development Agreement and shall remain liable for payment of roadway, water and wastewater impact fees due as herein provided in the event of default in such obligation by Developer's successors, assigns,

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grantees, trustees, and/or representatives. In the event of such default, Blue Star Coit 32, LLC, 206 McKinney, LLC, and Horton shall each have written notice and thirty (30) days opportunity to cure.

XX. Continuity and Assignability.

This Second Amended and Restated Development Agreement shall constitute a covenant running with the land, and be binding upon Developer and City, their successors, transferees, assigns, grantees, trustees, and/or representatives. Subject to the continuing obligations of Developer and indemnities granted to City contained in Section XIX herein, Developer shall have the right, in whole or in part, to assign this Second Amended and Restated Development Agreement without City's approval. It is the intent of the parties that the benefits and burdens established by this Second Amended and Restated Development Agreement be fully applicable to successors, transferees, assigns, grantees, trustees and/or representatives. Notwithstanding Developer's right to assign this Second Amended and Restated Development Agreement with Developer's continuing obligations for indemnification, Developer may assign this agreement, sell its interest in any tract, and be released by City from all obligations imposed upon Developer under this Development Agreement, as to such tract(s), if:

- A. The assignee assumes, in writing, all outstanding obligations of Developer relative to the tract(s) conveyed.
- B. The assignee executes a waiver and release of any and all claims, in favor of the City, arising out of any obligation imposed on such party under this Second Amended and Restated Development Agreement to construct or dedicate facilities under this Second Amended and Restated Development Agreement or the receipt of credits for impact fees, or the payment of impact fees for such facilities under this Second Amended and Restated Development Agreement, as amended. Notwithstanding the execution of the waiver and release, the assignee shall not waive or release the City from any claims arising out of default by City under Section XVII.B.
- C. The City consents, in writing, to the assumption, assignment, and release of the Developer, and to the form of the waiver and release described hereinabove, which consent shall not be unreasonably withheld, conditioned or delayed.

XXI. Termination and Release.

Anything contained herein to the contrary notwithstanding, upon satisfactory completion by Developer and final acceptance by City of all improvements required under this Second Amended and Restated Development Agreement and fulfillment of all obligations of Developer, including the obligations to indemnify, this Second Amended and Restated Development Agreement shall terminate and City shall execute a full and absolute release of covenant to Developer, its successors, assigns, grantees, trustees, and/or representatives. City shall execute partial releases of this Second Amended and Restated Development Agreement based on the full satisfaction of obligations for specific parcels. The City shall be the sole judge of whether all obligations for a specific parcel are complete; however, partial releases shall not be unreasonably withheld, conditioned or delayed. Any partial release granted hereunder shall include, as consideration, the Developer's or grantee's, as the case may be, release of the City of claims arising out of the obligations required by this Second Amended and Restated Development Agreement, as amended, with respect to the parcel released, and a separate covenant whereby the Developer or grantee, as the case may be, agrees to indemnify the City in accordance with the first two sentences of Section XIX hereof for the applicable limitations period, but in any event not to exceed four (4) years from the date of the partial release.

XXII. Effective Date and Duration.

The effective date of this Second Amended and Restated Development Agreement shall be the date on which the City approves the Agreement in a City Council meeting and the Agreement is signed by all parties. The term of this Second Amended and Restated Development Agreement shall extend for a period of ninety-nine (99) years following the effective date unless this Second Amended and Restated Development Agreement is earlier terminated pursuant to Section XXI, or its term modified by written amendment to this Second Amended and Restated Development Agreement.

XXIII. Vested Rights.

This Second Amended and Restated Development Agreement shall confer no vested rights to Developer, it being expressly agreed that vested rights, if any, shall arise exclusively from state law. Developer hereby expressly waives in behalf of itself and all successors, assigns, grantees, trustees, and/or representatives, any claims arising under Tex. Local Gov't Code, Sections 245.001 et. seq. or successor statute, pertaining to creation of vested rights arising out of any prior or pending approval for any property now subject to this Second Amended and Restated Development Agreement.

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XXIV. Entire Agreement.

This Second Amended and Restated Development Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and any amendments to prior agreements, whether oral or written.

XXV. Notices.

Written notice shall be deemed effective as of the date of posting with the United States mail service. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To City: City of McKinney
 222 N. Tennessee Street
 P.O. Box 517
 McKinney, Texas 75069
 Attn: City Manager

To Developer: Blue Star Coit 32, LLC
 One Cowboys Parkway
 Irving, Texas 75063
 Attn: George Mitchell

With a Copy To: The Brown Law Firm, LLP
 4161 McKinney Ave., 4th Floor
 Dallas, Texas 75204
 Attn: Charles S. Brown

To Developer: D.R. Horton – Texas, Ltd.
 4306 Miller Road
 Rowlett, Texas 75088
 Attn: Mr. David Booth

With a Copy to: Koons Real Estate Law
 3400 Carlisle St., Suite 400
 Dallas, Texas 75204
 Attn: Tiffany Sanford

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To Developer: 206 McKinney, LLC
1221 N. IH-35E, Suite 200
Carrollton, Texas 75006
Attn: Mr. Mehrdad Moayed

With a Copy to: 206 McKinney, LLC
1221 N. IH-35E, Suite 200
Carrollton, Texas 75006
Attn: Mr. Jason Lewis

XXVI. Rights of Third Parties.

Save and except the obligations imposed on successors, assigns, grantees, trustees, and/or representatives, this Second Amended and Restated Development Agreement is not intended to affect or create any additional rights or obligations on the part of third parties.

XXVII. Estoppel Certificates.

Upon Developer's reasonable request, City shall execute an estoppel certificate or like-document confirming or qualifying appropriately that, if true, upon reasonable inspection, there are no defaults or acts or omissions with the passage of time will become an event of default under this Agreement, confirming the status of commencement, and completions of the obligations hereunder, confirming the number of impact fee credits, and/or vehicle miles remaining and any other related items pursuant to this Second Amended and Restated Development Agreement. This provision is for the purpose of providing lenders, purchasers, or Developer's successors with then current information only, and shall not obviate Developer's obligation to provide City with a separate accounting, as set forth herein.

IN WITNESS WHEREOF, each of the parties hereto has caused this Second Amended and Restated Development Agreement to be executed by its undersigned duly authorized representative, in multiple copies, each of equal dignity, as of the date hereinabove first mentioned.

The Effective Date shall be August __, 2011.

CITY OF MCKINNEY


By _____
JASON GRAY
City Manager

R

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
BLANCA GARCIA
Assistant City Secretary

*BLUE STAR COIT 32, LLC, A
TEXAS LIMITED LIABILITY COMPANY*

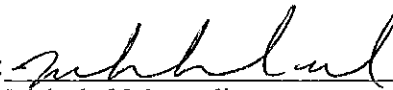
By: 
Printed Name George Mitchell
Title Vice President

D.R. HORTON - TEXAS, LTD.,

*BY: D.R. HORTON, INC.,
ITS AUTHORIZED AGENT*

By: _____
Printed Name _____
Title _____

206 MCKINNEY, LLC

By: 
Mehrdad Moayed
Agent and Attorney-in-fact for
206 McKinney, LLC

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STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2011, by JASON GRAY, City Manager of the *CITY OF MCKINNEY*, a Texas municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2011, by _____, _____ of *D.R. HORTON, INC.*, a Delaware corporation, the Authorized Agent of D.R. Horton – Texas, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF Dallas

This instrument was acknowledged before me on the 17 day of Aug, 2011, by Mehrdad Moayedi, Agent and Attorney-in-fact for 206 MCKINNEY, LLC, a Texas limited liability company, on behalf of said company.



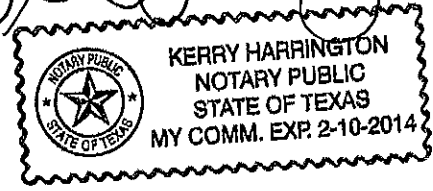
Laura Wayland
Notary Public, State of Texas

4

STATE OF TEXAS
COUNTY OF Collin

This instrument was acknowledged before me on the 14th day of August, 2011, by George Mitchell Vice President of BLUE STAR COIL 32, LLC, a Texas limited liability company, on behalf of said company

[Signature]
Notary Public State of Texas



PREPARED IN THE OFFICES OF:

BROWN & HOFMEISTER, L.L.P.
740 E. Campbell Road, Suite 800
Richardson, Texas 75081
214/747-6100
214/747-6111 Fax

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ATTEST:

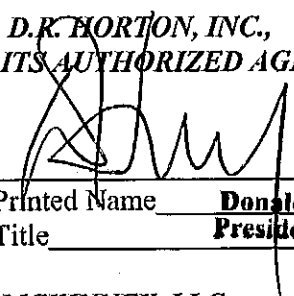
SANDY HART, TRMC, MMC
City Secretary
BLANCA GARCIA
Assistant City Secretary

**BLUE STAR COIT 32, LLC, A
TEXAS LIMITED LIABILITY COMPANY**

By: _____
Printed Name _____
Title _____

D.R. HORTON – TEXAS, LTD.,

**BY: D.R. HORTON, INC.,
ITS AUTHORIZED AGENT**

By: 
Printed Name **Donald J. Tomnitz**
Title **President and CEO**

206 MCKINNEY, LLC

By: _____
Mehrdad Moayed
Agent and Attorney-in-fact for
206 McKinney, LLC

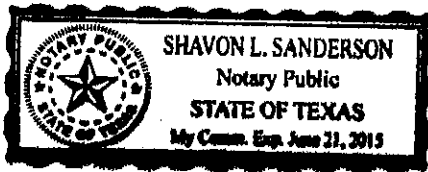
STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2011, by JASON GRAY, City Manager of the *CITY OF MCKINNEY*, a Texas municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 25th day of August, 2011, by DONALD J. TOMMIZ, PRESIDENT & CEO of D.R. HORTON, INC., a Delaware corporation, the Authorized Agent of D.R. Horton - Texas, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.



Shavon L. Sanderson
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2011, by Mehrdad Moayedi, Agent and Attorney-in-fact for 206 MCKINNEY, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2011, by _____ of BLUE STAR COIT 32, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

PREPARED IN THE OFFICES OF:

BROWN & HOFMEISTER, L.L.P.
740 E. Campbell Road, Suite 800
Richardson, Texas 75081
214/747-6100
214/747-6111 Fax

EXHIBIT A

All property and improvements within the
West of Custer Property owned by
Blue Star Coit 32, LLC, 206 McKinney, LLC, and D.R. Horton, Inc.

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EXHIBIT A-1

Master General Development Plan

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CUSTER WEST



EXHIBIT A-1

EXHIBIT A-1

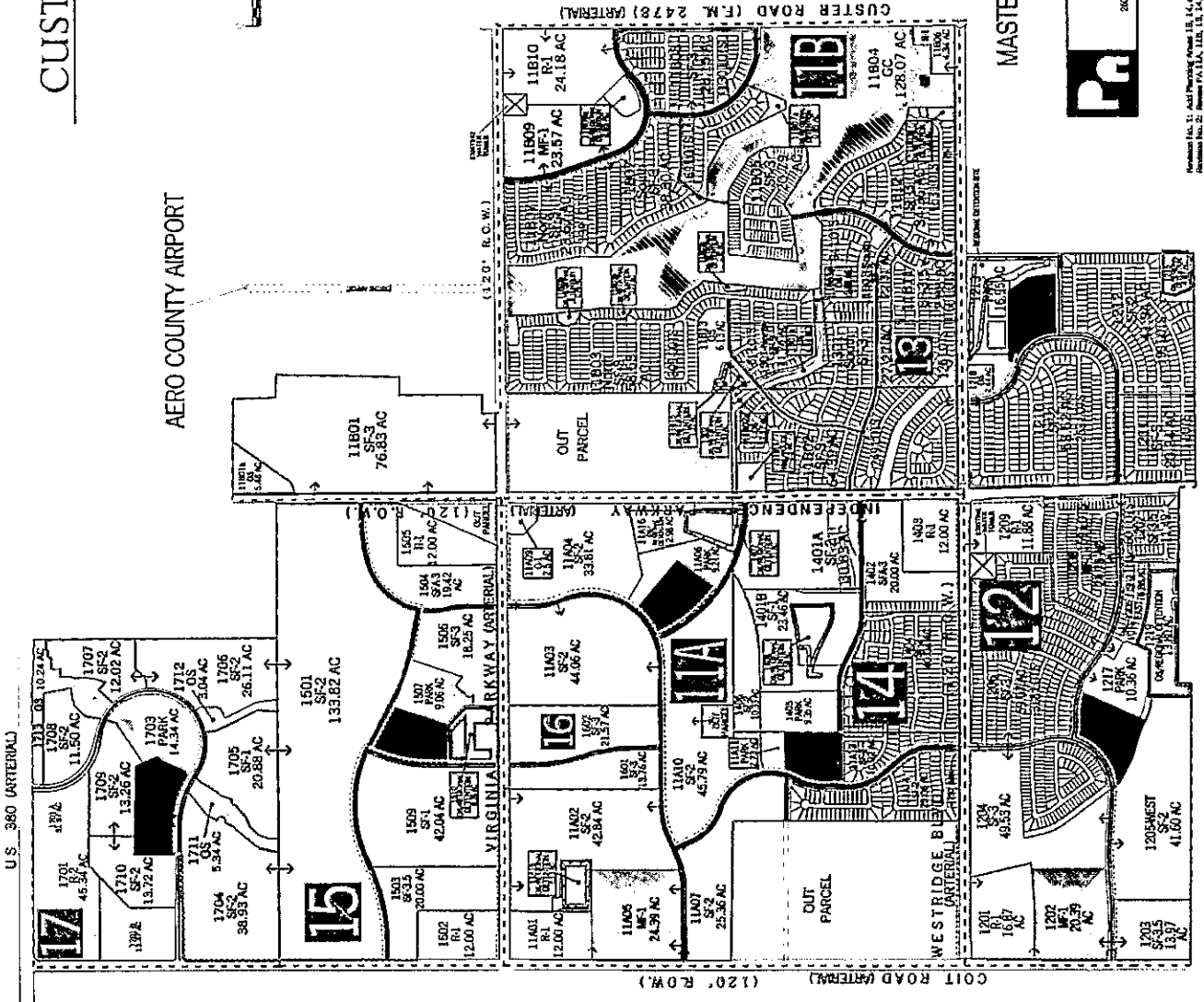
MASTER GENERAL DEVELOPMENT PLAN

JUNE, 2011



PETSCH & ASSOCIATES, INC.
 Planners/Engineers/Landscapers/Architects/Interior Designers
 2000 Dornack Park, Suite 300, Mechanicsville, VA 23103 803.650.6006

Revision No. 1: Add Planning Areas 11, 14, and 15
 Revision No. 2: Add Open Space to Planning Area 11B & 12
 Add Open Space to Planning Area 11B & 12
 Revision No. 3: Add Planning Area 16
 Revision No. 4: Amend Tract 1701 to 1702 and Collector Street to PA 17 & 18
 Revision No. 5: Amend Tract 1701 to 1702 and Collector Street to PA 17 & 18
 Revision No. 6: Amend Tract 1701 to 1702 and Collector Street to PA 17 & 18
 Revision No. 7: Amend Tract 1701 to 1702 and Collector Street to PA 17 & 18
 Revision No. 8: Amend Tract 1701 to 1702 and Collector Street to PA 17 & 18
 Revision No. 9: Amend Tract 1701 to 1702 and Collector Street to PA 17 & 18
 Revision No. 10: Amend Tract 1701 to 1702 and Collector Street to PA 17 & 18



- DENOTES PLANNING AREA NUMBER
- DENOTES PLANNING AREA BOUNDARY
- DENOTES INTERSECTING RESIDENTIAL CIRCULATION STREETS - DRIVEWAY ACCESS MAY BE POSSIBLE
- DENOTES INTERSECTING RESIDENTIAL CIRCULATION STREETS - NO DRIVEWAY ACCESS ALLOWED
- DENOTES EXISTING MEDIAN OPENING LOCATIONS
- DENOTES ACCESS POINTS FOR MAJOR PARCEL ENTRIES. ADDITIONAL MINOR ENTRIES MAY BE ADDED AT PLATTING. POSSIBLE MEDIAN LOCATIONS WILL BE DETERMINED AT TIME OF SITE PLAN REVIEW OF INDIVIDUAL TRACTS
- NOTE: NO DRIVEWAY ACCESS WILL BE PERMITTED FOR THE FIRST 200 FEET OFF ARTERIAL ROADWAYS AND FOR THE FIRST 100 FEET OFF OF COLLECTOR STREETS, EXCEPT FOR PA 17 WHICH WILL REQUIRE 120 FEET FOR ACCESS OFF OF COLLECTOR ROADS.

- SINGLE FAMILY RESIDENTIAL
- MULTI FAMILY RESIDENTIAL MEDIUM DENSITY
- MULTI FAMILY RESIDENTIAL HIGH DENSITY
- OFFICE
- LIGHT MANUFACTURING
- RETAIL
- ELEMENTARY SCHOOL
- DENOTES HIKE/BIKE TRAIL
- OPEN SPACE
- GOLF COURSE

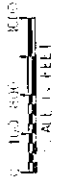
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



EXHIBIT A-2

Future roadways to be constructed by Developer

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CUSTER WEST



-  DENOTES PLANNING AREA NUMBER
-  DENOTES PLANNING AREA BOUNDARY
-  DENOTES EXISTING ROADWAY
-  DENOTES FUTURE ROADWAY
-  DENOTES LIMITS OF LABELED ROAD IMPROVEMENTS

* NOTE: THE DEVELOPER IS RESPONSIBLE ONLY FOR THE CONSTRUCTION OF 4 OF THE ULTIMATE 6 LANES (FULL SECTIONS) AND 2 OF ULTIMATE 3 LANES (HALF SECTIONS) ON ALL MGD THROUGHFARES.

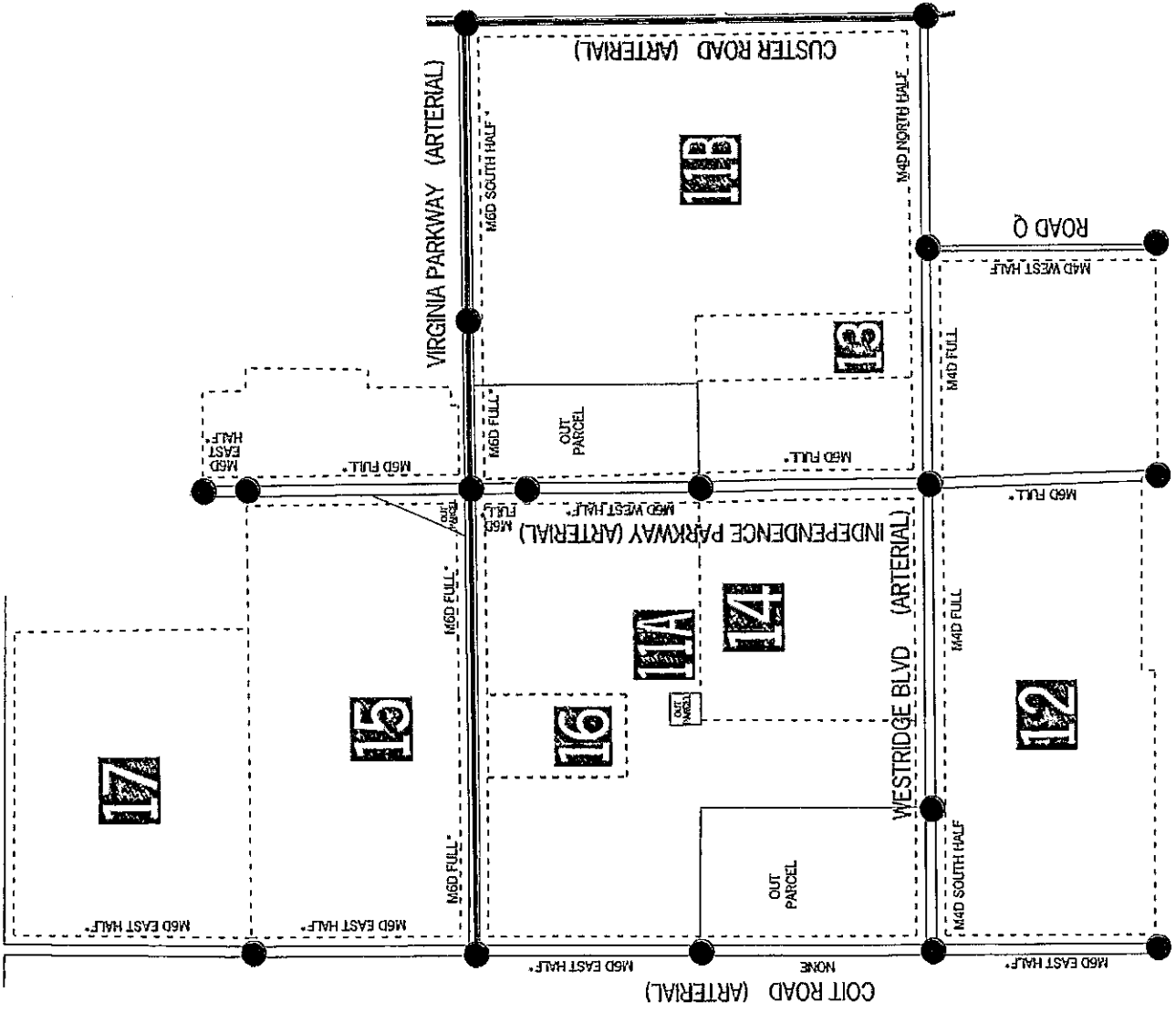


EXHIBIT A-2

MASTER GENERAL DEVELOPMENT PLAN ROADWAY INFRASTRUCTURE EXHIBIT

JUNE, 2011

PA
PETSCHKE & ASSOCIATES, INC.
 Professional Engineer - Civil Services - Qualified Consultant
 State Registered Company/ Lic #2522
 2401 Eastman Park, Suite 240, Midway, Texas 75150 672.927.9045

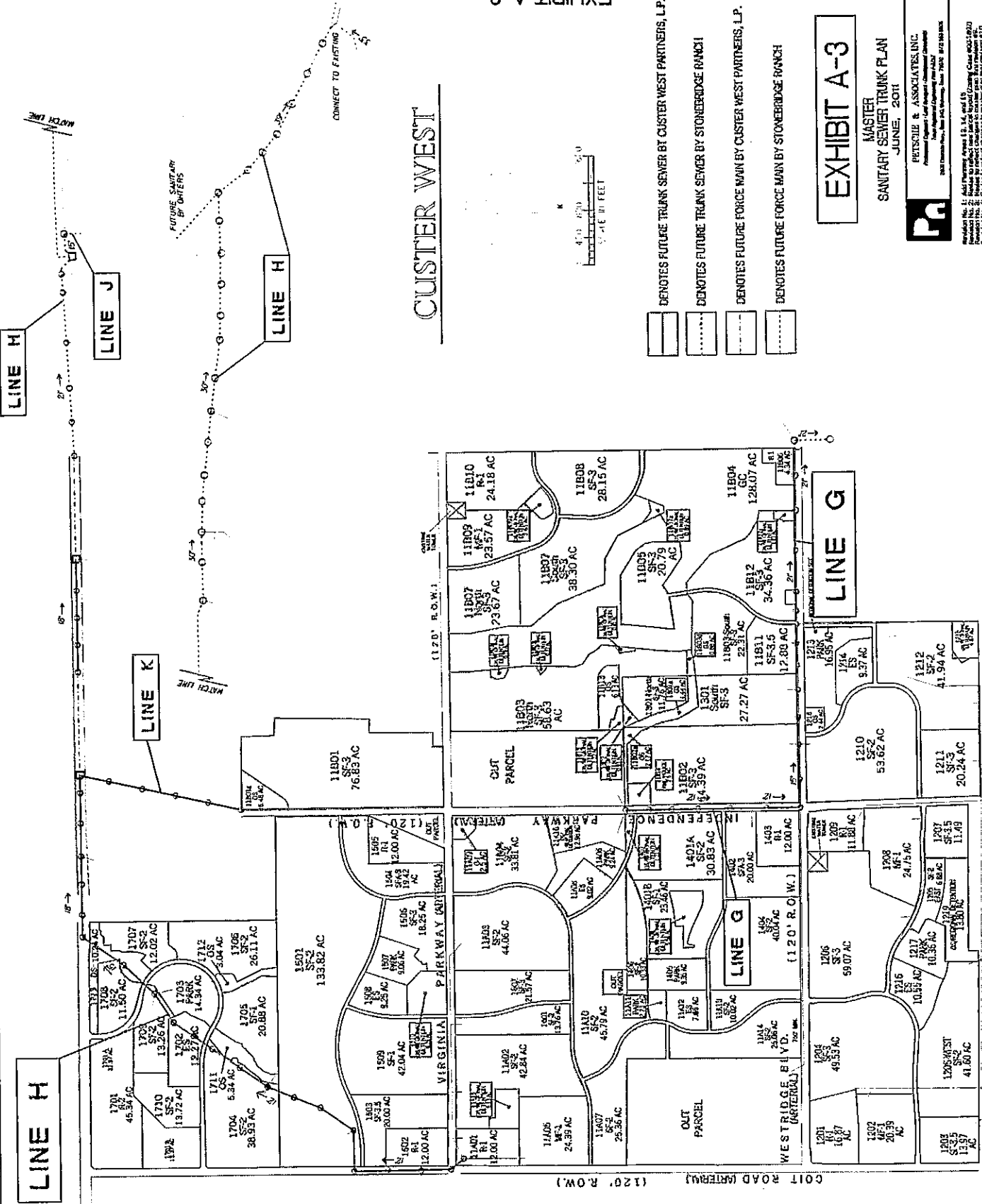
Revision No. 1: Add Planning Areas 13, 14, and 15.
 Revision No. 2: Revise to reflect new parcel layout (Zoning Case #00-1892)
 Revision No. 3: Revise to reflect adding new PA 16.
 Revision No. 4: Revise to reflect adding new PA 17 and Revised Development Responsibilities throughout Development.

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EXHIBIT A-3

Future wastewater capital improvements, onsite and offsite,
To be constructed by Developer

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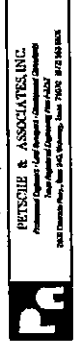


CUSTER WEST

- DENOTES FUTURE TRUNK SEWER BY CUSTER WEST PARTNERS, L.P.
- DENOTES FUTURE TRUNK SEWER BY STONEBRIDGE RANCH I
- DENOTES FUTURE FORCE MAIN BY CUSTER WEST PARTNERS, L.P.
- DENOTES FUTURE FORCE MAIN BY STONEBRIDGE RANCH

EXHIBIT A-3

MASTER
SANITARY SEWER TRUNK PLAN
- JUNE, 2011



Product No. 1: Add Parcel Area (S. 1, 4, and 15)
 Product No. 2: Update to reflect new parcel layout (Zoning Case #02-0020)
 Product No. 3: Update to reflect new parcel layout (Zoning Case #02-0020)
 Product No. 4: Update to reflect changes to master plan (see Product #1).

EXHIBIT A-4

Future water capital improvements, onsite and offsite,
To be constructed by Developer

K

EXHIBIT C

Computed Master Plan for Planning Areas 11A, 11B, 12, 13, 14, 15, 16 and 17
("Matrix")

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COMPUTED MASTER PLAN

PLANNING AREA 11A

TRACT NO.	GROSS AC	ROW AC	NET AC	% TRACT	Zoning Classification	Min Lot Area	Min Lot Width	Min Lot Depth	Max Height	Min Front Yard	Min Rear Yard	Min Side Yard	Max Lot Cover	Min Corner Side Yard	DU/AC	MAX. NO. DUS	POP/UNIT	PROJECTED POPULATION
11A01	14.15	2.15	12.00	4.15	R-1	N/A	N/A	N/A	35'	25'	20'(e)	0'(e)	50%	15'	.40 FAR	N/A	N/A	0
11A02	45.28	2.44	42.84	13.29	SF-2	5500 SF	50'	90'	35'	20'	20'(e)	5'	60%	15'	5.3	225	3	675
11A03	47.13	3.07	44.06	13.83	SF-2	5500 SF	50'	90'	35'	20'	20'(e)	5'	60%	15'	5.2	230	3	690
11A04	37.16	3.35	33.81	10.91	SF-2	5500 SF	50'	90'	35'	20'	20'(e)	7'	80%	15'	4.7	158	2	474
11A05	26.39	2.00	24.39	7.75	MF-1	1800 SF	50'	100'	50'	20'(e)	10'(e)	N/A	N/A	15'	18.0	439	2	790
11A06	9.55	0.31	9.24	2.80	P	N/A	N/A	N/A	35'	20'	20'(e)	5'	60%	15'	4.4	112	3	336
11A07	28.14	2.78	25.36	8.26	SF-2	5500 SF	50'	90'	35'	20'	20'(e)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11A08	9.77	0.75	9.02	2.87	ES	N/A	N/A	N/A	N/A	N/A	N/A	0'(e)	50%	25'	.75 FAR	N/A	N/A	N/A
11A09	3.54	1.04	2.50	1.04	O-1	N/A	N/A	N/A	120'(e)	25'	20'(e)	0'(e)	60%	15'	5.0	228	3	684
11A10	49.24	3.45	45.79	14.45	SF-2	5500 SF	50'	90'	35'	20'	20'(e)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11A11	2.87	0.14	2.73	0.84	P	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11A12	8.57	0.71	7.86	2.52	ES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11A13	11.44	1.42	10.02	3.36	SF-2	5500 SF	50'	90'	35'	20'	20'(e)	5'	60%	15'	4.1	41	3	123
11A14	27.73	2.67	25.06	8.14	SF-2	5500 SF	50'	90'	35'	20'	20'(e)	5'	60%	15'	4.2	105	3	315
11A15	5.13	0.00	5.13	1.51	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	0'(e)	N/A	N/A	N/A	N/A	N/A	N/A
11A16	14.64	1.66	12.98	4.30	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL:	340.73	27.94	312.79	100.00												1,538		4,087

PLANNING AREA 11B

TRACT NO.	GROSS AC	ROW AC	NET AC	% TRACT	Zoning Classification	Min Lot Area	Min Lot Width	Min Lot Depth	Max Height	Min Front Yard	Min Rear Yard	Min Side Yard	Max Lot Cover	Min Corner Side Yard	DU/AC	MAX. NO. DUS	POP/UNIT	PROJECTED POPULATION
11B01	87.78	5.47	75.83	14.32	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(e)	0'(e)	60%	15'	6.1	472	3	1416
11B01a			5.48	0.00	OS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B02	71.37	4.81	64.39	11.64	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(e)	0'(e)	60%	15'	3.9	249	3	747
11B02a			2.17	0.00	OS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B02b	62.20	1.21	58.63	10.15	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(e)	0'(e)	60%	15'	5.3	309	3	927
11B02-S	22.95	0.65	22.31	3.75	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(e)	0'(e)	60%	15'	4.2	94	3	282
11B03a			0.76	0.00	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B03b			0.27	0.00	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B03c			0.45	0.00	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B03d			0.88	0.00	OS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B04	129.84	1.77	128.07	21.18	GC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B05	20.79	0.00	20.79	3.39	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(e)	0'(e)	60%	15'	5.2	108	3	324
11B06	5.07	0.73	4.34	0.83	R-1	N/A	N/A	N/A	35'	25'	0'(e)	0'(e)	50%	15'	.40 FAR	N/A	N/A	N/A
11B07-N	25.59	1.92	23.67	4.17	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(e)	0'(e)	60%	15'	5.9	139	3	417
11B07-S	40.44	1.25	38.30	6.60	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(e)	0'(e)	60%	15'	4.4	169	3	507
11B07a			0.89	0.00	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B08	29.99	1.75	28.15	4.88	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(e)	0'(e)	60%	15'	4.8	130	3	390
11B09	28.63	2.41	23.57	4.57	MF-1	1800 SF	50'	100'	50'	20'(e)	10'(e)	7'	80%	15'	10.1	239	2	430
11B09a			2.65	0.00	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	0'(e)	N/A	N/A	N/A	N/A	N/A	N/A
11B10	25.46	1.28	24.18	4.15	R-1	N/A	N/A	N/A	35'	25'	0'(e)	0'(e)	50%	15'	.40 FAR	N/A	N/A	N/A
11B11	14.27	1.39	12.88	2.33	SF-3.5	3300 SF	50'	55'	35'	0'	5'	10' Between Bldgs	60%	0'	5.1	65	3	198
11B12	38.35	2.99	34.36	6.26	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(e)	0'(e)	60%	15'	4.5	153	3	459
11B12a			1.01	0.00	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B13	6.13	0.00	6.13	1.00	OS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B14	2.95	0.45	2.50	0.48	R-1	N/A	N/A	N/A	35'	25'	0'(e)	0'(e)	50%	15'	.40 FAR	N/A	N/A	N/A
11B15	1.22	0.00	1.22	0.20	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL:	612.96	28.08	584.88	100.00												2,128		6,097

PLANNING AREA 12

TRACT NO.	GROSS AC	ROW AC	NET AC	% TRACT	Zoning Classification	Min Lot Area	Min Lot Width	Min Lot Depth	Max Height	Min Front Yard	Min Rear Yard	Min Side Yard	Max Lot Cover	Min Corner Side Yard	DUIAC	MAX. NO. DUS	POP/UNIT	PROJECTED POPULATION
1201	19.36	2.49	16.87	4.94	R-1	N/A	N/A	N/A	35'	25'	0'(b)	0'(d)	50%	15'	.40 FAR	N/A	N/A	N/A
1202	22.37	1.98	20.39	4.98	MF-1	1800 SF	50'	100'	50'	20'(e)	10'(c)	7'	80%	15'	7.5	152	2	274
1203	16.74	1.77	13.97	3.28	SF-3.5	3300 SF	50'	55'	35'	0'	5'	10' Between Bldgs	60%	0'	4.36	61	3	183
1204	53.55	4.02	49.53	11.17	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' bwn bldgs	60%	15'	6.3	313	3	939
1205-E	7.76	0.88	6.88	1.62	SF-2	6000 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	4.9	34	3	102
1205-W	42.36	0.76	41.60	8.83	SF-2	5500 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	4.5	192	3	576
1206	63.89	4.82	59.07	13.32	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' bwn bldgs	60%	15'	5.4	318	3	954
1207	12.94	1.45	11.49	2.70	SF-3.5	3300 SF	50'	55'	35'	0'	5'	10' Between Bldgs	80%	0'	5.2	80	3	180
1208	27.04	2.29	24.75	5.64	MF-1	1800 SF	50'	100'	50'	20'(e)	10'(c)	7'	80%	15'	6.4	159	3	477
1209	14.11	2.23	11.88	2.94	R-1	N/A	N/A	N/A	35'	25'	0'(b)	0'(d)	50%	15'	.40 FAR	N/A	N/A	N/A
1210	59.83	6.21	53.62	12.47	SF-2	6000 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	4.7	283	3	759
1211	22.19	1.95	20.24	4.63	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' bwn bldgs	60%	15'	5.0	101	3	303
1212	43.35	1.41	41.94	9.04	SF-2	6000 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	4.7	199	3	597
1213	20.81	3.86	16.95	4.24	P	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1214	10.26	0.89	9.37	2.14	ES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1215	4.87	0.00	4.87	1.02	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1216	11.46	0.91	10.55	2.39	ES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1217	10.70	0.34	10.36	2.23	P	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1218	3.21	0.77	2.44	0.67	OS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1219	13.80	0.00	13.80	2.88	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL:	479.60	39.03	440.57	100.00												1,942		5,344

PLANNING AREA 13

TRACT NO.	GROSS AC	ROW AC	NET AC	% TRACT	Zoning Classification	Min Lot Area	Min Lot Width	Min Lot Depth	Max Height	Min Front Yard	Min Rear Yard	Min Side Yard	Max Lot Cover	Min Corner Side Yard	DUIAC	MAX. NO. DUS	POP/UNIT	PROJECTED POPULATION
1301-N	11.76	0.00	11.76	25.89	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' bwn bldgs	60%	15'	5.2	61	3	183
1301-S	32.73	1.02	27.27	72.06	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' bwn bldgs	60%	15'	4.6	126	3	378
1301-A			4.44	0.00	OS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1302	0.93	0.00	0.93	2.05	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL:	45.42	1.02	44.40	100.00												187		561

PLANNING AREA 14

TRACT NO.	GROSS AC	ROW AC	NET AC	% TRACT	Zoning Classification	Min Lot Area	Min Lot Width	Min Lot Depth	Max Height	Min Front Yard	Min Rear Yard	Min Side Yard	Max Lot Cover	Min Corner Side Yard	DUIAC	MAX. NO. DUS	POP/UNIT	PROJECTED POPULATION
1401A	33.62	2.79	30.83	20.50	SF-2	5500 SF	50'	90'	35'	20'	20'(e)	5'	60%	15'	3.7	115	3	345
1401B	24.19	0.73	23.46	14.75	SF-1	7200 SF	60'	100'	35'	20'	20'(a)	10% of Lot Width	60%	15'	3.0	70	3	210
1402	22.02	2.02	20.00	13.43	SFA-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' bwn bldgs	50%	15'	5.3	106	3	318
1403	14.09	2.09	12.00	8.59	R-1	N/A	N/A	N/A	35'	25'	0'(b)	0'(d)	50%	15'	.40 FAR	N/A	N/A	N/A
1404	42.76	2.72	40.04	26.07	SF-2	5500 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	4.3	174	3	522
1405	9.62	0.27	9.35	5.87	P	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1406	10.33	0.00	10.33	6.30	SF-2	5500 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	5.2	54	3	162
1407	1.79	0.58	1.21	1.09	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1408	5.58	0.00	5.58	3.40	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL:	164.00	11.20	152.80	100.00												519		1,567

PLANNING AREA 15

TRACT NO.	GROSS AC	ROW AC	NET AC	% TRACT	Zoning Classification	Min Lot Area	Min Lot Width	Min Lot Depth	Max Height	Min Front Yard	Min Rear Yard	Min Side Yard	Max Lot cover	Min Corner Side Yard	DU/AC	MAX. NO. DUs	POPUNIT	PROJECTED POPULATION
1501	140.14	6.32	133.82	45.89	SF-2	5500 SF	50'	90'	35'	20'	20'(e)	5'	60%	15'	5.0	671	3	2,013
1502	14.15	2.15	12.00	4.63	R-1	N/A	N/A	N/A	35'	25'	0'(b)	0'(d)	50%	15'	.40 FAR	N/A	N/A	N/A
1503	21.81	1.81	20.00	7.14	SF-3.5	3300 SF	50'	55'	35'	0'	5'	10' Between Bldgs	60%	0'	7.00	140	3.0	420
1504	22.00	2.88	19.42	7.20	SF-A-3	4000 SF	35'	50'	35'	20'(e)	20'(a)(e)	0' One Side/10' bwn bldgs	60%	15%	5.5	109	3.0	327
1505	12.29	0.29	12.00	4.02	R-1	N/A	N/A	N/A	35'	25'	0'(d)	0'(d)	50%	15'	.40 FAR	N/A	N/A	N/A
1506	20.66	2.41	18.25	6.77	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' bwn bldgs	60%	15'	5.5	101	3	303
1507	9.40	0.34	9.06	3.08	P	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1508	10.10	0.85	9.25	3.31	ES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1509	45.29	3.25	42.04	14.83	SF-1	7200SF	60'	100'	35'	20'	20'(a)	10% of Lot Width	60%	15'	3.47	146	3.0	438
1510	9.51	1.25	8.26	3.11	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL:	305.35	21.25	284.10	100.00												1,167		3,501

PLANNING AREA 16

TRACT NO.	GROSS AC	ROW AC	NET AC	% TRACT	Zoning Classification	Min Lot Area	Min Lot Width	Min Lot Depth	Max Height	Min Front Yard	Min Rear Yard	Min Side Yard	Max Lot cover	Min Corner Side Yard	DU/AC	MAX. NO. DUs	POPUNIT	PROJECTED POPULATION
1601	15.15	1.39	13.76	39.21	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' bwn bldgs	60%	15'	4.9	68	3	204
1602	23.49	1.92	21.57	60.79	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' bwn bldgs	60%	15'	6.1	132	3	396
TOTAL:	38.64	3.31	35.33	100.00												200		600

PLANNING AREA 17

TRACT NO.	GROSS AC	ROW AC	NET AC	% TRACT	Zoning Classification	Min Lot Area	Min Lot Width	Min Lot Depth	Max Height	Min Front Yard	Min Rear Yard	Min Side Yard	Max Lot cover	Min Corner Side Yard	DU/AC	MAX. NO. DUs	POPUNIT	PROJECTED POPULATION
1701	48.71	3.37	45.34	20.39	R-2	N/A	N/A	N/A	35'(f)	25'	0'(b)	0'(a)	50%	15'	0.75 FAR	N/A	N/A	N/A
1702	12.88	0.61	12.27	5.39	ES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1703	15.70	1.36	14.34	6.57	P	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1704	41.97	3.04	38.93	17.57	SF-2	5500 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	4.5	175	3	525
1705	21.25	0.37	20.88	8.89	SF-1	7200SF	60'	100'	35'	20'	20'(a)	5'	60%	15'	3.8	80	3	240
1706	26.54	0.43	26.11	11.11	SF-2	5500 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	4.9	129	3	387
1707	12.31	0.29	12.02	5.15	SF-2	5500 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	4.7	56	3	168
1708	12.45	0.95	11.50	5.21	SF-2	5500 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	4.2	48	3	144
1709	13.74	0.48	13.26	5.75	SF-2	5500 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	2.9	39	3	117
1710	14.15	0.43	13.72	5.92	SF-2	5500 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	3.6	49	3	147
1711	5.47	0.13	5.34	2.29	OS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1712	3.22	0.18	3.04	1.35	OS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1713	10.51	0.27	10.24	4.40	OS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL:	238.90	11.91	226.99	100.00												8,157		1,728

Total Project Number of Units

Footnotes:

- (a) Setback may be 10' when adjacent to private recreation open space or 0' when adjacent to lake or water body.
- (b) 25 feet required when abutting any District requiring a rear (side) yard, or where abutting a Golf Course.
- (c) When adjacent to Residential District, the greater rear yard requirement of the two will prevail.
- (d) 15 feet required when abutting any zone requiring a side yard.
- (e) May be reduced to 10' with site plan approval.
- (f) Office, Hotel, & Multi-Family up to 280' are permitted.
- (g) Building height may not exceed 35' unless required yards are increased by one foot for each one foot of additional building height.
- (h) Applies to non-residential development only. Residential setback will be 10'

Revised 3-06
Revised 10-14-10

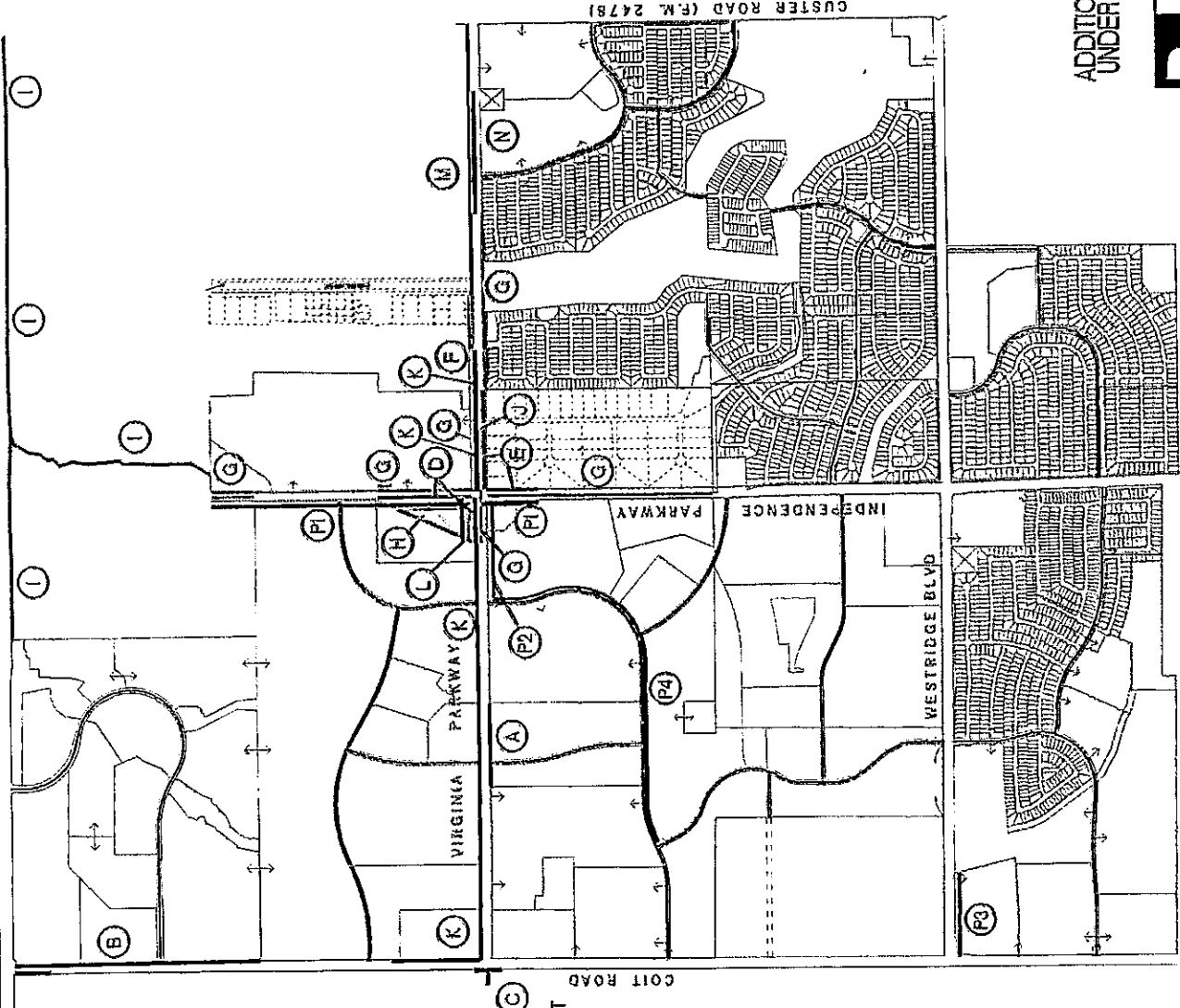
8

EXHIBIT D

Developer's Additional Pubic Improvement Obligations



U.S. 390













-  DENOTES ROADWAY CONSTRUCTION AND ROW DEDICATION / ACQUISITION
-  (A) CORRESPONDING MATRIX LINE ITEM
-  DENOTES ROADWAY CONSTRUCTION
-  (D) CORRESPONDING MATRIX LINE ITEM
-  DENOTES WAIVER OF ROW REIMBURSEMENT / EASEMENT ACQUISITION
-  (G) CORRESPONDING MATRIX LINE ITEM
-  DENOTES MISC ITEMS
-  (K) CORRESPONDING MATRIX LINE ITEM
-  DENOTES WATER LINE UPSIZE LOCATION
-  (F) CORRESPONDING MATRIX LINE ITEM

EXHIBIT 'D'

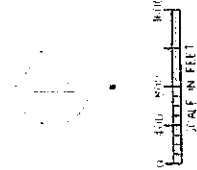


EXHIBIT 'D'

EXHIBIT 'D'

ADDITIONAL IMPROVEMENT OBLIGATION UNDER PROPOSED AMENDMENT NO. 2



PETSCHKE & ASSOCIATES, INC.
 Professional Engineer - Land Surveyor - Development Consultant
 Total Professional Engineering Firm #5225
 2500 Liberdade Pkwy., Suite 240, Midland, Texas 79701 672.562.9605

Handwritten mark resembling the number '8'.

EXHIBIT E

Supplemental Information on Developer's Additional Obligations, including City Reimbursements
for certain improvements previously constructed by Developer

EXHIBIT "E"

ADDITIONAL IMPROVEMENT OBLIGATION UNDER PROPOSED AMENDMENT NO. 2

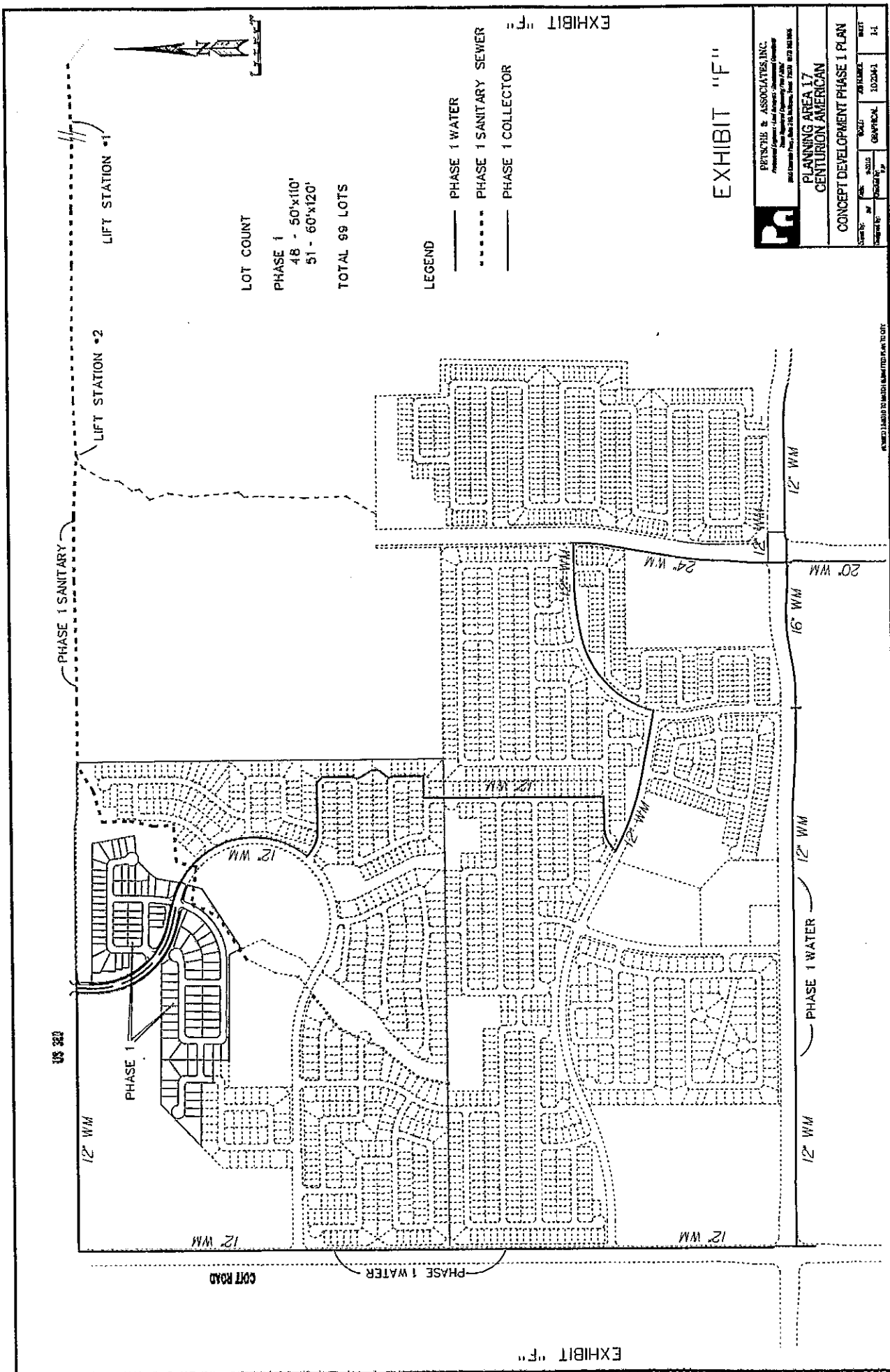
ADDITIONAL OBLIGATIONS	COST	ADDITIONAL OBLIGATIONS	COST
A. <u>VIRGINIA PARKWAY SOUTH HALF ALONG PA 16</u>		I. <u>SANITARY SEWER LINE H-3 & K-1 EASEMENT ACQUISITION</u>	
ROW DEDICATION		EASEMENT ACQUISITION	
CONSTRUCTION COST 950' x \$350 PER FOOT	\$ 332,500.00		
B. <u>COIT ROAD EAST HALF ALONG PA 17 W/ FULL INTERSECTION AT US 380</u>		J. <u>ADDITIONAL ROW ACQUISITION FOR ROADS (INDEPENDENCE & VIRGINIA)</u>	
ROW DEDICATION		LAND ACQUISITION	
ROW ACQUISITION (FRISCO)		ATTORNEY FEES	
CONSTRUCTION COST 2850' x \$350 PER FOOT			
CONSTRUCTION COST FOR ADDITIONAL LANES AT US 380 +/- 300' x \$350 PER FOOT	\$ 1,102,500.00	K. <u>ATMOS GAS EASEMENT SKETCH & DESCRIPTION PREPARATION</u>	
		PARCEL 11801 \$1,167.50	
		ALONG VIRG FROM INDY TO COIT SCHELL FAMILY TRUST MIKE BROWN \$10,500.00	\$ 11,667.50
C. <u>VIRGINIA PARKWAY & COIT ROAD INTERSECTION IN FRISCO</u>		L. <u>GAS LINE RELOCATION ALONG LOCKE BURNS TRACT</u>	
CONSTRUCTION COST ROAD 100' x \$700 PER FOOT		RELOCATION \$250,000.00	\$ 250,000.00
CONSTRUCTION COST TRANSITION +/- 900' x \$85 PER FOOT			
ROW ACQUISITION (FRISCO)	\$ 146,500.00	M. <u>VIRGINIA PH1 REIMBURSEMENT PAY REQUESTION SERVICES</u>	
		SERVICES \$9,100.00	\$ 9,100.00
D. <u>VIRGINIA PARKWAY NORTH HALF & INDEPENDENCE PARKWAY WEST HALF ALONG LOCKE BURNS TRACT</u>		N. <u>VIRGINIA SIDEWALK BY CITY</u>	
CONSTRUCTION COST - VIRGINIA 450' x \$350 PER FOOT		ENGINEERING DESIGN \$21,623.50	
CONSTRUCTION COST - INDY 1050' x \$350 PER FOOT	\$ 525,000.00	ESTIMATED CONSTRUCTION COST \$21,802.50	\$ 43,626.00
E. <u>VIRGINIA PARKWAY SOUTH HALF & INDEPENDENCE PARKWAY EAST HALF ALONG ROSE GARDEN ESTATES</u>		P. <u>WAIVER OF WATER UPSIZING REIMBURSEMENT</u>	
CONSTRUCTION COST - VIRGINIA 1250' x \$350 PER FOOT		1) INDEPENDENCE PARKWAY PH5 EST. COST DIFFERENCE \$214,936.50 ENGINEERING UPSIZE COST \$17,194.82 CONSTRUCTION SERVICES \$15,045.56	
CONSTRUCTION COST - INDY 600' x \$350 PER FOOT	\$ 647,500.00	2) VIRGINIA PARKWAY PH5 EST. COST DIFFERENCE \$34,478.00 ENGINEERING UPSIZE COST \$2,758.32 CONSTRUCTION SERVICES \$2,413.53	
F. <u>VIRGINIA PARKWAY NORTH HALF FROM PARCEL 11801 TO EXISTING VIRGINIA PARKWAY</u>		3) WESTRIDGE BLVD WEST OF 4B EST. COST DIFFERENCE \$22,176.00 ENGINEERING UPSIZE COST \$1,774.08 CONSTRUCTION SERVICES \$1,552.32	
CONSTRUCTION COST 1000' x \$350 PER FOOT	\$ 350,000.00	4) PA 11A EST. COST DIFFERENCE \$117,600.00 ENGINEERING UPSIZE COST \$9,408.00 CONSTRUCTION SERVICES \$9,232.00	
G. <u>ADDITIONAL ROAD ROW DEDICATED ABOVE EXISTING DEVELOPER AGRMT</u>			
ROW DEDICATION			
H. <u>LOCKE BURNS LAND ACQUISITION</u>			
LAND ACQUISITION - 370,260 sf			\$ 447,570.23

6

EXHIBIT F

Depiction of Public Infrastructure Required to Serve Planning Area 17

8



LOT COUNT
 PHASE 1
 48 - 50'x110'
 51 - 60'x120'
 TOTAL 99 LOTS

LEGEND
 — PHASE 1 WATER
 - - - - PHASE 1 SANITARY SEWER
 - · - · PHASE 1 COLLECTOR

EXHIBIT "F"

PERSCHE & ASSOCIATES, INC.
 Civil Engineers and Surveyors
 10000 West 10th Avenue, Suite 100, Denver, Colorado 80234
 Phone: (303) 751-1100

PROJECT: PLANNING AREA 17
 CENTURION AMERICAN
 CONCEPT DEVELOPMENT PHASE 1 PLAN

DATE:	NOV 19 1988	SHEET:	14
SCALE:	AS SHOWN	PROJECT NO.:	1023441
DRAWN BY:	GP/SP/CL	CHECKED BY:	

EXHIBIT "F"

6

EXHIBIT G

Depiction of Portions of the Development Owned by Each Entity Comprising Developer

6

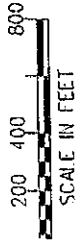
EXHIBIT H

Depiction of Segment of Road and 34 Save and Except Lots Described in V.B.2.f.

f



N



34 SAVE AND EXCEPT LOTS
WITHIN PARCEL 11A10
DESCRIBED IN V.B.21.



COLLECTOR ROAD
SEGMENT
DESCRIBED IN V.B.21.



EXHIBIT H

EXHIBIT H



PETSCH & ASSOCIATES INC.
Professional Engineers - Land Surveyors - Development Consultants
Professional Engineers - Civil Engineers - Environmental Engineers
2600 Durbin Hwy., Suite 200, Richmond, Va. 23112 872.662.9606

EXHIBIT H

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