Sandy Hart, TRMC MMC City Secretary City of McKinney P. O. Box 517 McKinney, TX 75070

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:



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 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. <u>Effect Upon April 21, 2005 First Amended and Restated Development Agreement and Amendments.</u>

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. <u>Public Improvements</u>.

A. <u>Design Criteria</u>, 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. 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 rightof-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's egment described in V.B.2.(b) above (a point lying north of and adjacent to Parcel 11A04) to the western boundary of Parcel 11A03.

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As a condition to receiving water, sewer and (g) 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.
- In the event that the City adopts a roadway impact fee 4. 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.
- If the maximum aggregate amount of development units for 7. 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.



- 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

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.

Make (by agreement)
October 31 -

В

- 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. <u>Indemnification / Continuing Obligation</u>.

- Except to the extent the City is adjudicated to be in default under Α. 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,



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.



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



To Developer:

206 McKinney, LLC

1221 N. IH-35E, Suite 200 Carrollton, Texas 75006 Attn: Mr. Mehrdad Moayedi

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 28, 2011.

CITY OF MCKINNEY

JASON GRAY

City Manager

ATTEST:

ANDY HART, TRMC, MMC

A 1/28/11

City Secretary
BLANCA GARCIA
Assistant City Secretary



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

Printed Name Deorgy Witchell
Title Vice Fresholm

D.R. HORTON - TEXAS, LTD.,

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

206 MCKINNEY, LLC

Mehrdad Moayedi

Agent and Attorney-in-fact for

206 McKinney, LLC

STATE OF TEXAS COUNTY OF COLLIN

This instrument was acknowledged before me on JASON GRAY, City Manager of the <i>CITY OF M</i> behalf of said corporation.	the <u>28th</u> day of <u>October</u> , 2011, by <i>CKINNEY</i> , a Texas municipal corporation, on
MONA B. ROBINSON Notary Public STATE OF TEXAS My Comm. Exp. 08/14/2013	Mona & Robenson Notary Public, State of Texas
STATE OF TEXAS COUNTY OF	
This instrument was acknowledged before me on corporation, the Authorized Agent of D.R. Horton behalf of said corporation and limited partnership.	the day of, 2011, by of <i>D.R. HORTON, INC.</i> , a Delaware Texas, Ltd., a Texas limited partnership, on
	Notary Public, State of Texas
STATE OF TEXAS COUNTY OF Land This instrument was acknowledged before me on Mehrdad Moayedi, Agent and Attorney-in-fact liability company, on behalf of said company.	the 17 day of Acceptage, 2011, by for 206 MCKINNEY, LLC, a Texas limited
LAURA WAYLAND My Commission Expires July 14, 2012	Notary Public, State of Texas

STATE OF TEXAS COUNTY OF

This instrument was acknowledged before me on the day of certification of BLUE ST

Texas limited liability company, on behalf of said company

5, 2011, by 32, LLC, a

MI DUM

KERRY HARRINGTON NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 2-10-201

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

ATTEST:

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

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

Ву:
Printed Name
Title
D.R. HORTON – TEXAS, LTD.,
BY: D.K. HORTON, INC.,
ITS AUTHORIZED AGENT
ву:
Printed Name Donald J. Tomnitz
Title President and CEO
206 MCKINNEY, LLC
Ву:
Mehrdad Moayedi
Agent and Attorney-in-fact for
206 McKinney LLC

STATE OF TEXAS COUNTY OF COLLIN	
This instrument was acknowledged before me or JASON GRAY, City Manager of the <i>CITY OF</i> I behalf of said corporation.	n the day of, 2011, by MCKINNEY, a Texas municipal corporation, on
	Notary Public, State of Texas
STATE OF TEXAS COUNTY OF TARKANT	
This instrument was acknowledged before me of Donald J. Tomoltz, PRESIDENT & corporation, the Authorized Agent of D.R. Horto behalf of said corporation and limited partnership	on — Texas, Ltd., a Texas limited partnership, on
SHAVON L. SANDERSON Notary Public STATE OF TEXAS My Company Septem 21, 2015	Ahavon S. Landonson Notary Public, State of Texas
STATE OF TEXAS COUNTY OF	
	on the day of, 2011, by t for 206 MCKINNEY, LLC, a Texas limited
	Notary Public, State of Texas

STATE OF TEXAS COUNTY OF		
This instrument was acknowledged before me on the		, 2011, by
Texas limited liability company, on behalf of said company	······	
N	otary Public, State of T	

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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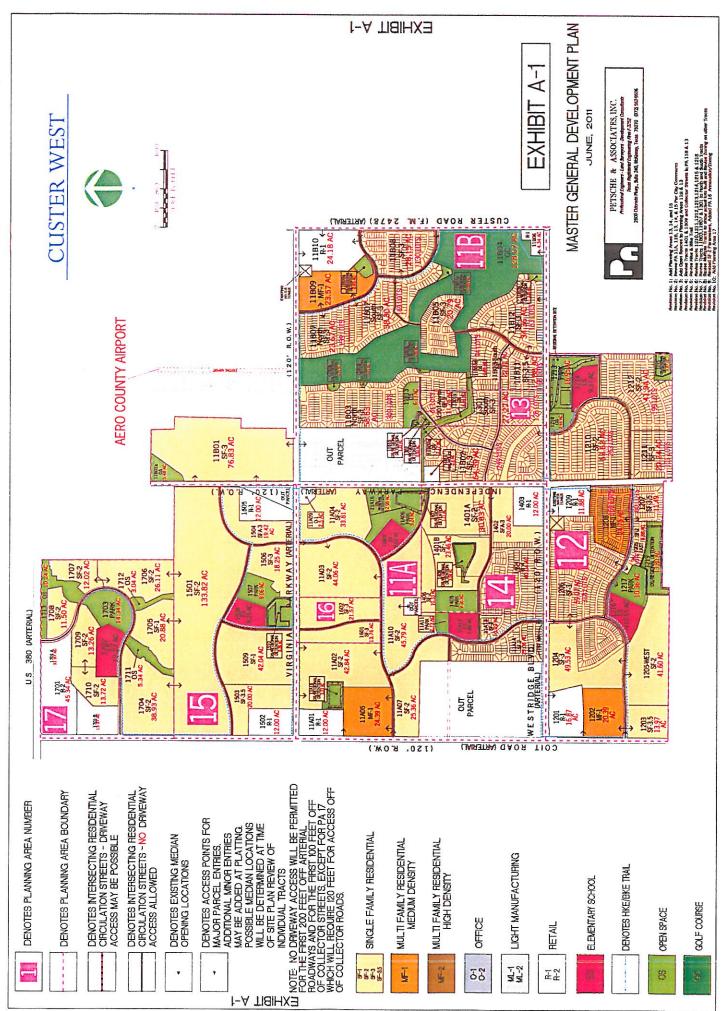
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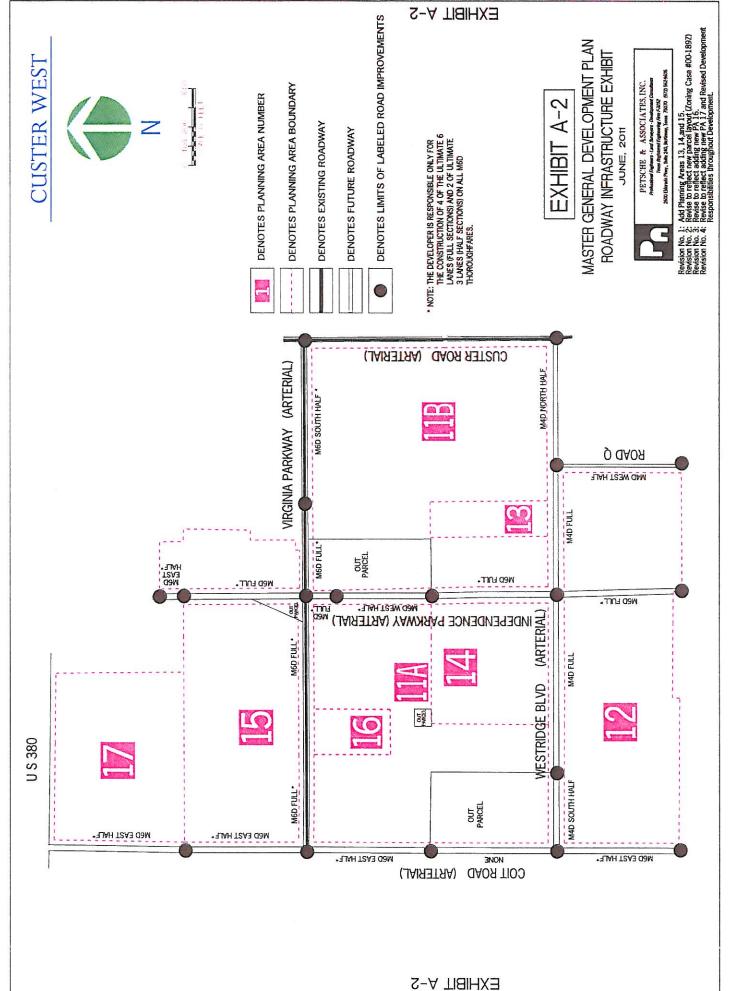
Master General Development Plan





Future roadways to be constructed by Developer



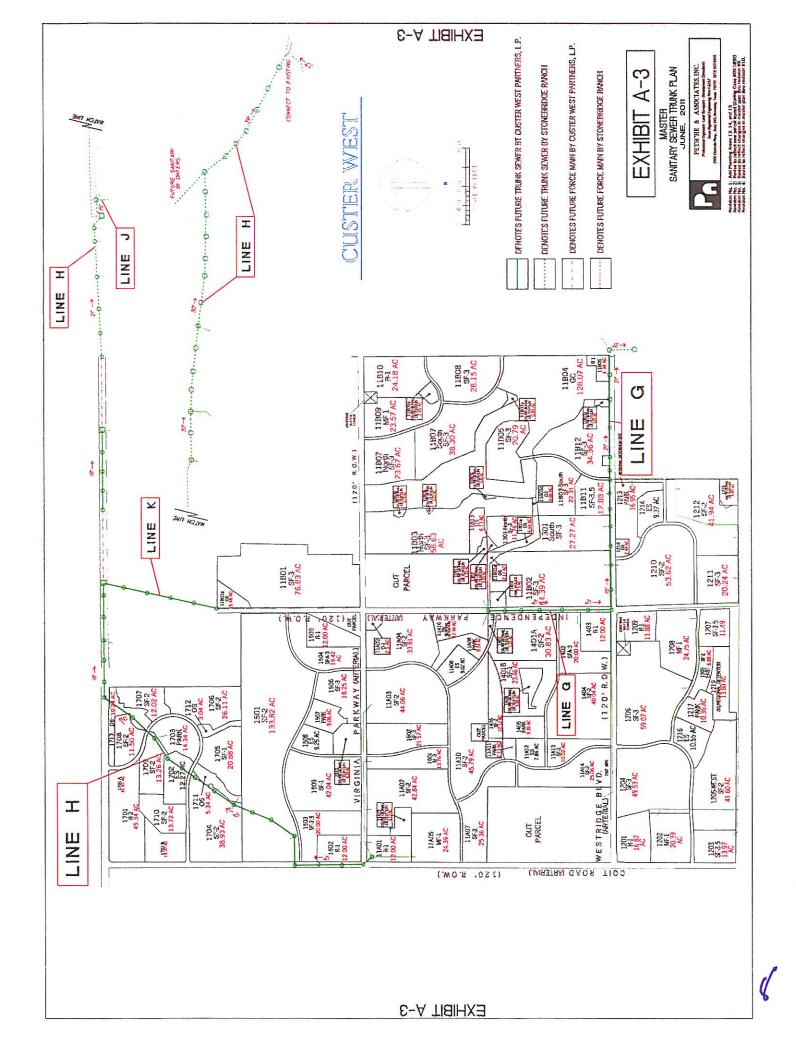




Future wastewater capital improvements, onsite and offsite,

To be constructed by Developer





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



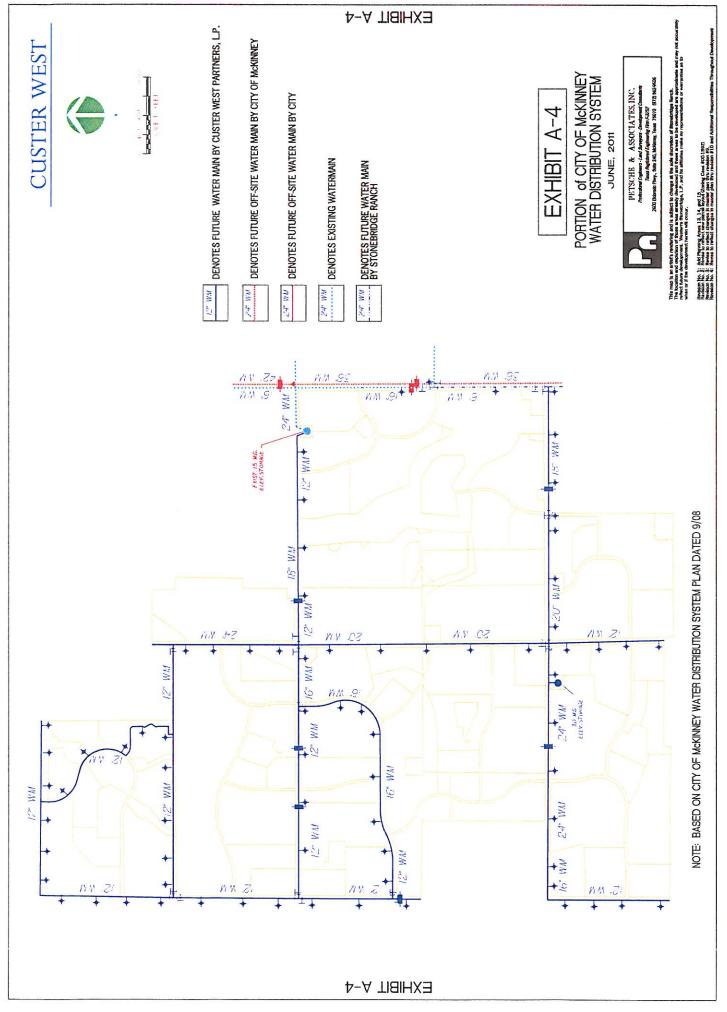




EXHIBIT C

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



EXHIBIT "C"

COMPUTED MASTER PLAN

PLANNING AREA 11A

EYAC DU/AC MAX.NO. POPIUNI PRO DU/S DU/S DU/S POPIUNI PRO DU/S 3 3 3 3 3 4.7 158 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	4,087		1,538			_		ļ			_				100.00	312.79	27.94	340.73	TOTAL:
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GROSS ROW NET % TRACT Zoning Min Min Min Max Min Min <t< td=""><td>084</td><td></td><td>228</td><td>5.0</td><td>15</td><td>60%</td><td>Si</td><td>20'(a)</td><td>20'</td><td>35</td><td>90'</td><td>50'</td><td>5500 SF</td><td>SF-2</td><td>14.45</td><td>45.79</td><td>3.45</td><td></td><td>11A10</td></t<>	084		228	5.0	15	60%	Si	20'(a)	20'	35	90'	50'	5500 SF	SF-2	14.45	45.79	3.45		11A10
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GROSS ROW NET % TRACT Zooing Min Min <t< td=""><td>330</td><td>3</td><td>711</td><td>4,4</td><td>15</td><td>60%</td><td>5</td><td>20'(a)</td><td>20'</td><td>践</td><td>90*</td><td>50,</td><td>5500 SF</td><td>SF-2</td><td>8.26</td><td>25.36</td><td>2.78</td><td>28.14</td><td>11A07</td></t<>	330	3	711	4,4	15	60%	5	20'(a)	20'	践	90*	50,	5500 SF	SF-2	8.26	25.36	2.78	28.14	11A07
GROSS ROW NET % TRACT Zoning Min Min <t< td=""><td>AW</td><td>N/M</td><td>AIN</td><td>WA</td><td>N/A</td><td>NA</td><td>N/A</td><td>N/A</td><td>N/A</td><td>N/A</td><td>N/A</td><td>N/A</td><td>N/A</td><td>ט</td><td>2.80</td><td>9.24</td><td>0.31</td><td>_</td><td>11A06</td></t<>	AW	N/M	AIN	WA	N/A	NA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	ט	2.80	9.24	0.31	_	11A06
GROSS ROW NET % TRACT Zoning Min M	190	7	439	18.0	15	80%	7	10'(c)	20'(e)	50'	100	50'	1800 SF	MF-1	7.75	24.39	2.00	26.39	11A05
GROSS ROW NET % TRACT Zoning Min Min Max Min Min <t< td=""><td>4/4</td><td>ء د</td><td>38</td><td>4./</td><td>15:</td><td>60%</td><td>5</td><td>20'(a)</td><td>20'</td><td>35</td><td>90'</td><td>50'</td><td>5500 SF</td><td>SF-2</td><td>10.91</td><td>33.81</td><td>3.35</td><td>37.16</td><td>11A04</td></t<>	4/4	ء د	38	4./	15:	60%	5	20'(a)	20'	35	90'	50'	5500 SF	SF-2	10.91	33.81	3.35	37.16	11A04
GROSS ROW NET % TRACT Zoning Min M	069	ه د	230	5,2	15,	60%	51	20'(a)	20°	35	90'	50'	5500 SF	SF-2	13.83	44.06	3.07	47.13	11A03
GROSS ROW NET % TRACT Zoning Min Min Min Max Min M	6/5	ی د	225	5.3	15	60%	5'	20'(a)	20'	35	90:	50,	5500 SF	SF-2	13.29	42,84	2.44	45.28	11A02
GROSS ROW NET %TRACT Zoning Min Min Min Max Min	0	N/A	NIA	.40 FAR	55	50%	0'(d)	0'(b)	25'	35	N/A	N/A	N/A	R-1	4.15	12,00	2.15	14.15	11A01
GROSS ROW NET %TRACT Zoning Min Min Min Max Min Min Min Min Max Min DUAC	TOTOCA I TO		SUU		Corner Side Yard	Lot cover	Side Yard	Rear Yard	Front Yard		hLot Dept	Lot Widt	Lot Area	Classification		ð	200		Š
	PROJECTEL	POPAUNI		DU/AC	Min	Мах	Min	Min	Min	Max	Min	Min	Min	Zoning	% TRACT	NET	~~~		TRACT

PLANNING AREA 11B

TOTAL:	11815	11814	11813	11B12a	11812	11811	11B10	11B09a	11B09	11808	11807a	11B07-S	11807-N	11806	11805	11804	11B03d	11B03c	11B03b	11B03a	1 1B03-S	11B03-N	11802a	11802	11801a	11801	<u>.</u>	TRACT
2	_	2.95	6.13	-	38.36	14.27	25,46	- 1	28.63	29.90	_	40.44	25.59		20,79	129.84					_	62.20	\neg	71.37		87.78	AC	GROSS
28.08	0.00	0.45	0,00		2.99	1.39	1.28		241	1.75		1.25	1.92	0.73	0.00	1.77					0.65	1.21		4.81		5,47	AC.	ROW
584,88	1,22	2.50	6.13	1.01	34.36	12.88	24.18	2.65	23.57	28.15	68.0	38.30	23.67	4.34	20.79	128.07	88.0	0.45	0.27	0.76	22.31	58.63	2.17	64.39	5.48	76.83	AC	NET
100.00	0.20	0,48	1.00	0.00	6.26	2.33	4.15	0.00	4.67	4.88	0.00	6.60	4,17	0.83	3.39	21.18	0.00	0.00	0.00	0.00	3.75	10.15	0.00	11.64	0,00	14.32		% TRACT
	OS/RD	꼰	SO	OS/RD	SF-3	SF-3.5	R-1	OS/RD	MF-1	SF-3	OS/RD	SF-3	SF-3	R-1	SF-3	39	SO	OS/RD	OS/RD	OS/RD	SF-3	SF-3	SO	SF-3	SO	SF-3	Classification	Zoning
_	N/A	N/A	N/A	NA	4000 SF	3300 SF	NIA	N/A	1800 SF	4000 SF	N/A	4000 SF	4000 SF	NA	4000 SF	NA	NA	N/A	N/A	NÆ	4000 SF	4000 SF	NA	4000 SF	N/A	4000 SF	n Lot Area	Min
	NIA	N/A	NIA	N.	35	50	N/A	N/A	50"	35	N/A	357	35	N/A	35	NIA	N/A	N/A	N/A	N/A	357	35,	N/A	35	N/A	35	Lot Width	Min.
	N/A	NJA	N/A	N/A	60'	55"	N/A	NA	100'	60"	N/A	5Q:	60,	NA	60'	NA	N/A	NA	N/A	NA	60;	60'	NA	60;	NA	60'	Lot Depth	Min
	N/A	35	N/A	N.A	351	35	35	N/A	S	35	N/A	33	35	35	35	N/A	NA	NA	NA	N/A	35	35	N/A	35	N/A	35	==	Wax
	N/A	25	N/A	NIA	20'(e)	O,	25	NA	20'(e)	20'(e)	NA	20'(e)	20'(e)	25'	20'(e)	NA	N/A	NIA	NA	N/A	20'(e)	20'(e)	NÃ	20'(e)	N/A	20'(e)	Front Yard	Min
	NA	0'(b)	N/A	N/A	20'(a)(e)	Q,	0'(b)	N/A	10'(c)	20'(a)(e)	N/A	20'(a)(e)	20'(a)(e)	0'(b)	20'(a)(e)	NIA	NIA	NA	N/A	NA	20'(a)(e)	20'(a)(e)	NA	20'(a)(e)	N/A	20'(a)(e)	Front Yard Rear Yard	Min
	N/A	0'(d)	NIA	N/A	0" One Side/10" blwn bldgs	10' Between Blds	0'(d)	N/A	7	0" One Side/10" blwn bldgs	NA	0" One Side/10" blwn bldgs	0' One Side/10' blwn bldgs	0'(d)	0" One Side/10" blwn bidgs	N/A	N/A	NIA	N/A	N/A	0' One Side/10' btwn bldgs	0' One Side/10' blwn bldgs	N/A	0" One Side/10" blwn bldgs	NA	0' One Side/10' blwn bldgs	Side Yard	Sin:
	N/A	50%	N/A	N/A		60%	50%	NIA	80%	60%	N/A	60%	60%	50%	60%	N/A	N/A	N/A	N/A	N/A	60%	60%	NIA	60%	N/A	%09	Lot cover	Max
	WA	15	NA	WA	15	C.	15	N/A	15	15'	N/A	15'	15	15	15,	N/A	N/A	NIA	NIA	N/A	15'	15'	N/A	15'	NA	15'	ot cover[Corner Side Yard	Win
	NIA	.40 FAR	N/A	N/A	4.5	5.1	.40 FAR	NA	10.1	4.6	N/A	4.4	5.9	40 FAR	5.2	N/A	N/A	NIA	NVA	N/A	4.2	5.3	N/A	3.9	NA	6.1	70000	DU/AC
2,128	N/A	S	NIA	N/A	153	65	N/A	N/A	239	130	NA	169	139	N/A	108	NIA	NA	NIA	NIA	NA	92	309	WA	249	NA	472	DU'S	MAX, NO.
	N/A	NIA	NA	NIA	۵	3.0	N/A	N/A	2	. (3	N/A	٤	, G	N/A	3	N/A	N/A	N/A	NA	N/A	C.	3	N/A	C.	NA	3		IND/404
6,097	N/A	NIA	NIA	N/A	459	198	NIA	NA	430	390	N/A	707	41/	NIA	324	NIA	N/A	NA	N/A	NIA	282	17.6	NIA	747	N/A	1,416	POPULATION	MAX NO. POP/UNIT PROJECTED



PLANNING AREA 12

3,344	1,042										****		100.00	7.2 077	39 03	TOTAL 479 60	ATOTA
AIN AIN	N/A	NIA	N/A	N/A	NIA	N/A	N/A	N/A	N/A	N/A	N/A	OS/RD	2.88	13.80	0.00	\dashv	1219
	N/A	W.A.	NIA	NA	NIA	N/A	NIA	NA	NA	NA	N/A	os	0.67	2.44	0.77	3.21	1218
	N/A	V/N	NA	NA	WA	N/A	NIA	N/A	N/A	N/A	N/A	סר	2.23	10.36	0.34	10.70	1217
-	N/A	NIA	WA.	NA	WA	N/A	NA	N/A	N/A	N/A	N/A	ES	2.39	10.55	0.91	11.46	1216
	NIA	NA	NIA	N/A	N/A	N/A	N/A	N/A	N/A	NIA	N/A	OS/RD	1.02	4.87	0.00	4.87	1215
-	N/A	WA	NA.	N/A	N/A	N/A	NA	NA	N/A	N/A	N/A	ES	2.14	9.37	0.89	10.26	1214
-	N/A	WA	N/A	N/A	NA	N/A	NA	N/A	N/A	N/A	NIA	P	4.34	16.95	3.86	20.81	1213
-	199	4./	15.	60%	5	20'(a)	20'	35	90.	F 50'	6000 SF	SF-2	9.04	41.94	1,41	43.35	1212
-	5	0,0	i G	T	0' One Side/10' blwn bldgs	20'(a)(e)	20'(e)	35	66	35	4000 SF	SF-3	4,63	20.24	1.95	22.19	1211
	203	4.7	j ü	T	5	20(a)	20'	35	90,	F 50'	6000 SF	SF-2	12.47	53.62	6.21	59.83	1210
	SES SES	.40 TAX	2 0	50%	U(a)	(a)	25	35	N/A	N/A	N/A	P.1	2.94	11.88	2.23	14.11	1209
	PCI	0,4	i o	20%	. J.	10'(c)	20'(e)	50°	18	F 50'	1800 SF	MF-1	5,64	24.75	2.29	27.04	1208
	i g	7.0	4çi	90%	10' Belween Blas	U,	G.	35	55	F 50	3300 SF	SF-3.5	2.70	11.49	1.45	12.94	1207
	60	n :.4	2 5	T	O Othe Side/ to bright biods	(a)(e)	ZU(e)	မ	ور	\vdash	4000 SF	SF-3	13.32	59.07	4.82	63.89	1206
	210	n 4.0	î	Т	20 0.3.40 1.	20(a)	2.2	3	96	1	5500 SF	SF-2	8.83	41.60	0.76	V 42,36	1205-W
3 578	103	, i	150	200/	5.	20 (a)	20	3	90		6000 SF	SF-2	1.62	6.88	0.88	7.76	1205-E
2 2	3/2	0.5	i	-	U Che Side/ IU DIWN blogs	20 (a)(e)	20 (e)	35	60	35	4000 SF	SF-3	11.17	49.53	4.02	53.55	1204
2 030	343	4.30	11	†	10' Belween Bids	5	Q	35	55	50	3300 SF	SF-3.5	3.28	13.97	1.77	15.74	1203
-	200	7.3	2 10	80%		10'(c)	20 (e)	50	18	50'	1800 SF	MF-1	4.66	20.39	1.98	22.37	1202
1	. CO	.40 TAK	200	20%	U(d)	(a),0	25	35	N/A	N/A	N/A	콘	4.04	16.87	2.49	19.36	1201
T C	1005	1	ver comer side raid	Lot cover	Si	12	ard	Height	In Lot Depth	a Lot Width	n Lot Area	Classification		AC	AC	AC	Š
		טאוטט	100	Max			Nin o	Max	Min	Min	M.	Zoning	% TRACT	M	ROW	T GROSS	TRACT

PLANNING AREA 13

JU		101												100.00	44.40	1.02	1	TOTAL
55.7	W/N	107	AW	NIA	N/A	NIA	N/A	NA	NA	NA	ŧ	N/A	OS/RD	2,05	0.93	0.00	0.93	1302
N/A	NIV.	× 1/2	N/N		N/A	N/A	N/A	NA	NA	N/A	<u></u>	N/A	SO	1	4.44			1301a
N/A	N/N	11/0	ALIA	100	00.00	o Otte Side/ to Diwit God	a)(p)	(a) (b)	S	g		4000 5	SF-3		27.27	1.02		1301-S
378	دىد	126	46	172	7003	o' One Side/10' blum bide	2	2000	2	3	-	1000			11.70	0,00		1001-14
183	Ç	9	5,2	တ္	60%	0' One Side/10' blwn bldg:	0″(a)(e	20'(e)	မ္ဌာ	දු		4000 SF	SF-3	1	11 76	000		202
01 000		DOV		COURT SIDE FAIR	Lot cover c	Side Yard	ar Ya	Front Yaro	h Height	h Lot Dept	Lot Widt	Lot Area	Classification		AC	ð	8	Š
המשבטיבות	=	S	DUIAC	ĺ	Max	Min	S	N S	Max	Min		Min	Zoning	% TRACT	NET	ROW		RACT

PLANNING AREA 14

	919												100.00	152.80	11.20	164.00	101A.
	I NA	AW	N/A	N/A	N/A	N/A	N/A	N/A	N/A	NIA	N/A	OS/RD	3.40	5.58	0.00	5,58	1408
1	NIA	NIA	NIA	N/A	NJA	N/A	NA	N/A	-	-	NIA	OS/RD	1.09	1.21	85.0	1.79	1407
د اد	54	5.2	15	60%	ې	20'(a)	20"	35	90,	55,	5500 SF	SF-2	6.30	10.33	0.00	10.33	1406
	NIA	AW	NA	N/A	N/A	N/A	N/A	N/A	╁	├	NIA	ס	5.87	9.35	0.27	9.62	1405
ء اد	1/4	4.0	10	00%	5	20'(a)	20	35	┢	 	5500 SF	SF-2	26.07	40.04	2.72	42.76	1404
د ا	174	.40 FAR	ò	20%	U(d)	0(b)	25	35	╁	┼~	NA	꼰	8.59	12.00	2.09	14.09	1403
١,	100	0.0	%CI	6U%	U One Side/10 blwn blogs	20 (a)(e)	20 (e)	35	┼	┼	4000 SF	SFA-3	13.43	20.00	2.02	22,02	1402
	100	5.0	150	50%	10 % of Lot Width	20(a)	1	35	8	+	7200SF	SF-1	14.75	23.46	0.73	24.19	1401B
ی ا	70	3.7	i c	60%		20"(a)	1	33	┼	┼	5500 SF	SF-2	20.50	30.83	2.79	33.62	1401A
	SUG	3.7	Corner Side Yard	Lot cover	Side Yard	Rear Yard	Front Yard	h Height	旱	1=	Lot Area	Classification		AC	AC	Ą	NO.
ç	3	DUIAC	Min	Max		Min	Min	Max	Min	W.	Win	Zoning	% TRACT	M	ROW	GROSS	FRACT CT
2	~~				***************************************			-									

PLANNING AREA 15

		1,10,										••••		 	284.10	21.25	36.30	TOTA
350	_	1 167							-	╀	╀	145	Carro	3,11	0.20	25	10.6	1510
200	MIN	WW	NA	NA	N/A	. NA	N/A	Z	Z	AN	A/N	۵/۱۸	Sajo	344	3	1		
VIIV		140	0.41	12	00%	10 % Of LOT WIGHT	20(a)	20	35	100	80	7200SF	SF-1	14.83	42.04	3.25	45.29	15.0
86.7	3	146	2 47	100	2007	CM	N/A	N/A	N/A	-	N/A	N/A	ES	33,33	9,25	0.85	10.10	1508
NIA	N/A	NIA	A/A	V/IV	VIII	NIA		25	N/N	-	-	NIA	τ	3.08	9.06	0.34	9.40	1507
NA	NA	NN	NA	N/A	N/A	A) IA	NIA	21/2	ALIA ALIA	+	+		,	0,1	10.20	2.43	20.00	OUC
200		Š	0.0	5	60%	0' One Side/10' blwn bldgs	20'(a)(e)	20'(e)	 မာ	- 6	4 3	4000 9	SF.3	6.77	מני מר	ر د د	33 00	4 500
203	۵	1			200	0(4)	0(0)	C2	30	N/A	N/A	N/A	몬	4,02	12.00	0.29	12.29	- 55 55 55
Z	NA	NA	40 FAR	<u>-</u>	50%	(P/A)	0/5)	5	2	+	t			1,10	10,46	6.00	00:77	+00+
44.7	0.0	102	0.0	9/CI	PU%	O' One Side/10' blwn bidgs	[20' (a)(e)	20'(e)	မှ	60	SF - 351	4000 5	SFA-3	7 20	10.47	ر م م	3 5	1601
37.7	د.	3	0.0	450/				0	ç	5	25	3000	OF-3.0	1.14	20.00	-1	21,81	1503
420	3.0	140	7.00	_	60%	10' Between Blds	J)	Ç	32	-	1	2200	77	7	20.00	11.0		2004
	1000	J. CARL	.40 FAR	53	20%	0(d)	(a).0	25	<u>3</u>	N/A	NA	N.A	70	4.63	1200	215	14 15	1500
ALIV	VIIA	NIN NIN	AO EAD	1.37	100	200	2010)	20	,	30	20	0000	7-42	45,89	133.82	6.32	140.14	1501
2,013	w	671	50	5	60%	Ŋ	15,100	CCC		4	1	-					-	(¥C.
		700	The second second	Prip I and Fallor	Lot coxel o		Kear Yard	Front Yard	E Height	idthLot Dept	ea Hot Widt	in Lot Area	Classification		Ā	5	2	5
NOITA III I I I I I		2		Amar Cida Vand			2	1	~~~		11171	HIM	Buruo?	% IKACI	200	708	GROSS	TRAC
PROJECIED	POP/UNIT	MAX, NO. POP/U	DUIAC	S	Max	Min	Min	Min	- M	, din	\dashv		7	20,77		1		
			-															

PLANNING AREA 16

4101	÷002	* CO	100		2	5	740		
TOTAL: 38.64	23.43	33 20	_	-		<u>~</u>	I GROSS	1	
ယ္	t''''	1 03	1,08	1 20	200	20	WOX TOW		
35.33	41.07	24 57	-	12.75	r	À	77	171	
100.00	00.10	3	03.21	20 21	1		10 I V	10/ TDACT	
	1	2			8	Classification	Samo 4	Zonina	
		4000 SF	1000	2000		l of Area		S.	
	T	ယ္ပ	Γ	3			200	=	
	İ	උ	-	3	ZIA CATE	illot Depti		<u> </u>	
		<u>ن</u>			THE REAL PROPERTY.	Height		Max.	,
		20 (e)		20 e	- 31	=	:	Z.	
		20 (a) e		20 (a) e	The second second	O Kear rai		M.	-
		One side/ to blive blugs	20 212 42 412 414	TO One Side/ TO DIWIT DRUGS	1010 0:1:10:1:1:1	DIP SNC	Cid Vald		
		9/ 00	200/	00/6	200	LOI COVER	2	Max	
		1	17.	č	j	COLLECT CIGO LOLO	Corner Side Vard	Z .	
		0,1	, ,		<u>></u>	The state of the s		DOIAC	2
	33	100	133	00	33		2	MAX, NO.	5
		(دي		ىد	THE PERSON NAMED IN COLUMN NAM	_	FOR JOHN	
	600	000	300		204		POPI ATION	- NOVEC YES	

PLANNING AREA 17

		8,157	nits	Total Project Number of Units	Total Proj													
1,120		0,0							_					100.00	226.99	11.91	. 238.90	TATOT
1 708		576		1 444.1	14//	WIN	A/N!	N/A	N/A	WA	N/A	N/A	OS.	4.40	10.24	0.27	10.51	1713
N/A	N/A	N/A	A/A	A/A	AIN	NIA	VII.	31/4	200	+	-	N/N	CS	1.33	3.04	Ç, TX	3.22	1712
NA	NA	NA	NA	N/A	N A	N/A	N/A	AIN	N/Ω	+	+	118	3	200	200	5 5	9 9 9	
MM	K//V	N/A	WA	N/A	N/A	N/A	N/A	N/A	Z	N/A		N/A	SO	229	5.2	2 3	5 47	1711
141	٠,١١٨	, 17,	0.0	10	20%	5	20'(a)	20"	35	85	SF 50'	5500 SF	SF-2	5.92	13.72	0.43	14.15	1710
147	2	40	2.0	10	90%	5	20'(a)	20	35	90.	SF 50'	5500 SF	SF-2	5.75	13.26	0.48	13.74	1709
117	u	3	30	n	200/	7.	ZU(a)	22	Ų.	-	-	5500 SF	Sr2	5.21	11,50	0.95	12.45	1708
144	ω	48	4.5	4 5'	500/	£,	70/0/	5 5	2 5	200	1	ac oucc	2-70	5.15	70.21	0.29	12.31	1707
<u></u>	డు	55	4.7	<u></u>	60%	יני	20'(a)	200	ž,	DQ:	7	2000	2	, ,			20.01	5
001	Ç.	573	4.9	15	%0g	J.	20'(a)	201	ယ္ဟ	90	SF 50:	5500 SF	SF-2	11.11	26.1.1 1.1	043	22.20	3071
207	٥	130		10	00/0		ZU (a)	20	5	100	5	7200SF	SF-1	8.89	20.88	0.37	21.25	1705
240	ن	80	מנ	12	2002	<u>F</u>	00(2)	200		000	t	ID OUC	2-10	17.37	38,93	3.04	41.9/	1/04
525	c.	175	4.5	꼀	60%	এ	201/a)	200	ų, Į	-	1	EEOO	2	4.1 6.1	3	2		5
	MW	NA	WA	N/A	NA	NA	N/A	NA	N/A	N N	NIA	NA	g	6.57	14.34	1.36	15.70	1703
N N N	VIIV	N/M	M/M	N/A	NA	N/A	N/A	NA	N/A	NA	NA	N/A	ES	5,39	12.27	0.61	12.88	1702
N/A	VIIN	K (1)	0.737.25	10	20%	U(d)	0(b)	25	35(f)	N/A	NA	N/A	R-2	20.39	45,34	3.37	48.71	1701
VIIV	VIIV	36/0	מאר דאס	201101 0100 1010	-1-	Olde total	Vedi tein	a u	n meight	omitor pepi	ea ILOI WIOI	on Lot Area	Classification		AC	8	A	Š
POPULATION		DU's		Comer Side Yard	<u> </u>	Sido Vard	0						Senso 7	\$ 1550	2	KOW	GRUSS	RACI
DU/AC MAX, NO. POP/UNIT PROJECTED	HNDAOA	MAX, NO.	DU/AC	Min	Max	Mij	Min	Min	Max	Min	Min	Min	700100	TOACT VO		7	~	
1 1 1 1 1 1 1 1																		

Footnoles:

(a) Setback may be 10' when adjacent to private recreation open space or 0' when adjacent to take 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 260' 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

EXHIBIT D

Developer's Additional Pubic Improvement Obligations



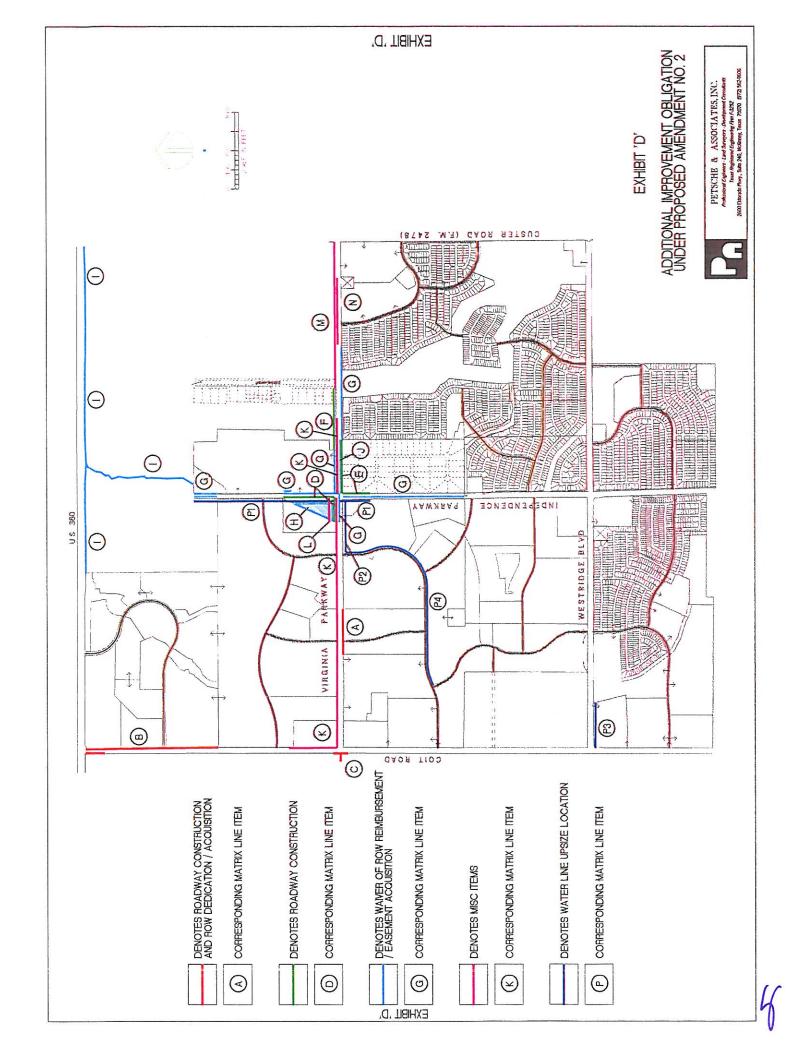


EXHIBIT E

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	<u>COST</u>	ADDITIONAL OBLIGATIONS	۵	COST
, IRGINIA PARKWAY SOUTH HALF LONG PA 15 ROW DEDICATION CONSTRUCTION COST		SANTARY SEWER LINE H-3 & K-1 EASEMENT ACQUISITION EASEMENT ACQUISITION		
950'x \$350 PER FOOT	\$ 332,500.00	J. ADDITIONAL ROW ACQUISITION FOR ROADS INDEPENDENCE & MIRGINIA.		
-		LAND ACQUISITION		
OIT ROAD EAST HALF ALONG PA 17 N FULL INTERSECTION AT US 389 ROW DEDICATION		attorney fees		
ROW ACQUISITION (FRISCO)		K.		
CONSTRUCTION COST 2850'x \$350 PER FOOT		ATMOS GAS EASEMENT SKETCH & DESCRIPTION PREPARATION		
CONSTRUCTION COST FOR ADDITIONAL LANES AT US 380 +/- 300' x \$350 PER FOOT	3 1.102,500.00	PARCEL 11801 \$1,167.50 ALONG VIRG FROM INDY TO COIT SCHELL FAMILY TRUST		
		MIKE BROWN \$10,500,00		11 667 6
REGINIA PARKWAY & COST ROAD NTERSECTION IN FRISCO		L.	\$	11,667.5
CONSTRUCTION COST ROAD 100' x \$700 PER FOOT CONSTRUCTION COST TRANSITIO		GAS LINE RELOCATION ALONG LOCKE BURNS TRACT		
+/- 900' x \$85 PER FOOT ROW ACQUISITION (FRISCO)		RELOCATION \$250,000,00		
	\$ 146.500.00	M.	\$	250,000.
D		VIRGINIA PH1 REIMBURSEMENT PAY REQUISITION SERVICES		
JRGINIA PARKWAY NORTH HALF & NOEPENDENCE PARKWAY WEST HALF ALONG LOCKE BURNS TRACT		SERVICES \$9.100,00		
CONSTRUCTION COST - VERGINIA 450' x \$350 PER FOOT	ALL CONTRACTOR OF THE PROPERTY	FN.	\$	9.100
CONSTRUCTION COST - INDY 1050' x \$350 PER FOOT		VIRGINIA SIDEWALK BY CITY		
	\$ 525,000.0	ENGINEERING DESIGN \$21.823.50		
E. YIRGINIA PARKWAY SOUTH HALF & INDEPENDENCE PARKWAY EAST HALF ALONG ROSE GARDEN ESTATES		ESTIMATED CONSTRUCTION COST \$21,802.50	5	43.626.
CONSTRUCTION COST - VIRGINIA		P. WAIVER OF		
CONSTRUCTION COST - INDY 600'x \$350 PER FDOT		WATER UPSIZING REIMBURSEMENT 1) INDEPENDENCE PARKWAY PHS		
F.	\$ 647,500.0	ENGINEERING UPSIZE COST \$17,194,92		
VIRGINIA PARKWAY NORTH HALF FROM PARCEL 11881 TO EXISTING VIRGINIA PARKWAY		CONSTRUCTION SERVICES \$15.04.55 2) VIRGINIA PARKWAY PHS EST. COST DIFFERENCE \$34.479.00		
CONSTRUCTION COST 1000' Y \$350 PER FOOT	\$ 350.000.	ENGINEERING UPSIZE COST \$2,758,32 CONSTRUCTION SERVICES		
G,		EST. COST DIFFERENCE \$22,176.00 ENGINEERING UPSIZE COST		
ADDITIONAL ROAD ROW DEDICATED ABOVE EXISTING DEVELOPER AGRMT ROW DEDICATION		\$1,774.08 CONSTRUCTION SERVICES \$1.552.32		
		4) PA 11A EST. COST DIFFERENCE \$117,800.00 ENGINEERING UPSIZE COST	La constant de la con	
н.		\$9.408.00 CONSTRUCTION SERVICES		
LOCKE BURNS LAND ACQUISITION LAND ACQUISITION - 370,260 at		\$8.232.00	5	447.57
			1	



EXHIBIT F

Depiction of Public Infrastructure Required to Serve Planning Area 17



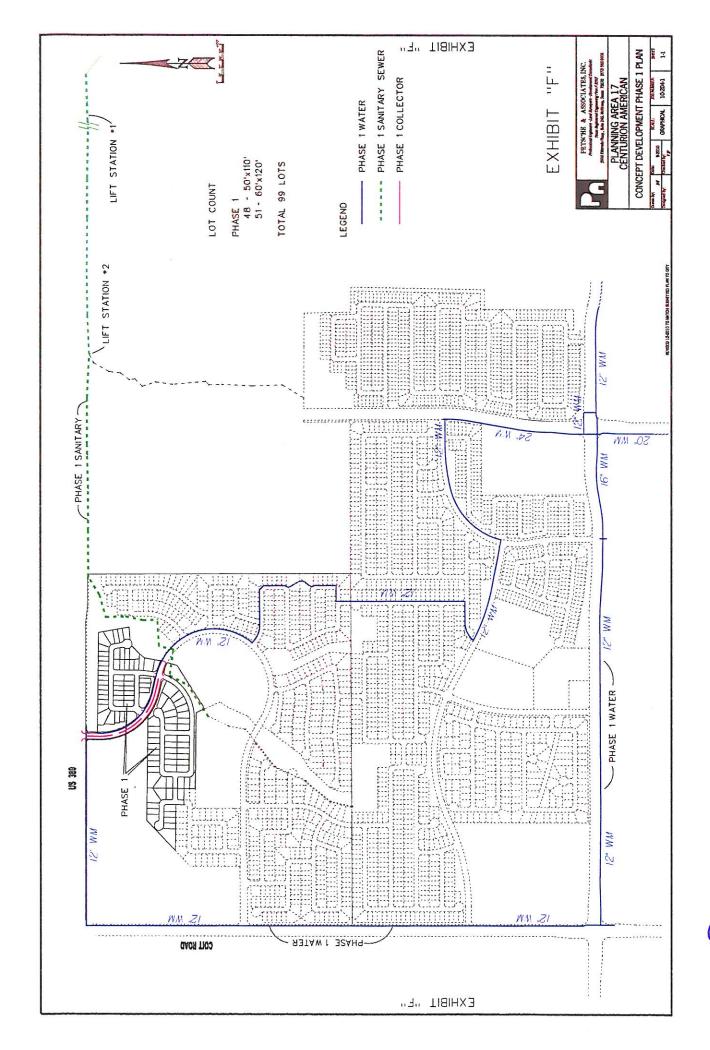




EXHIBIT G

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



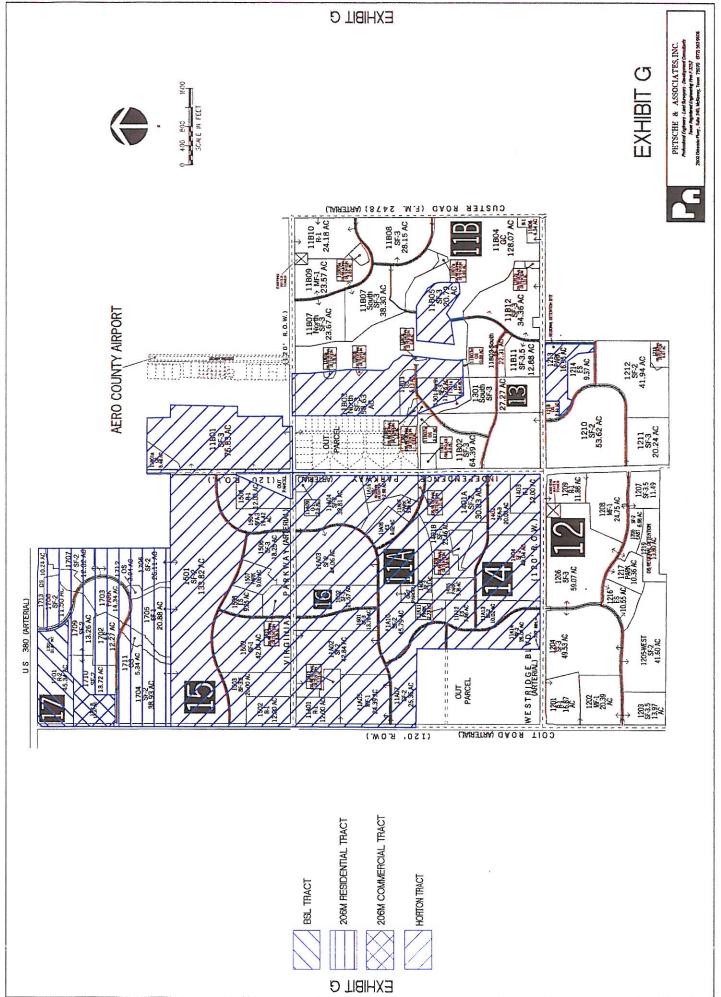
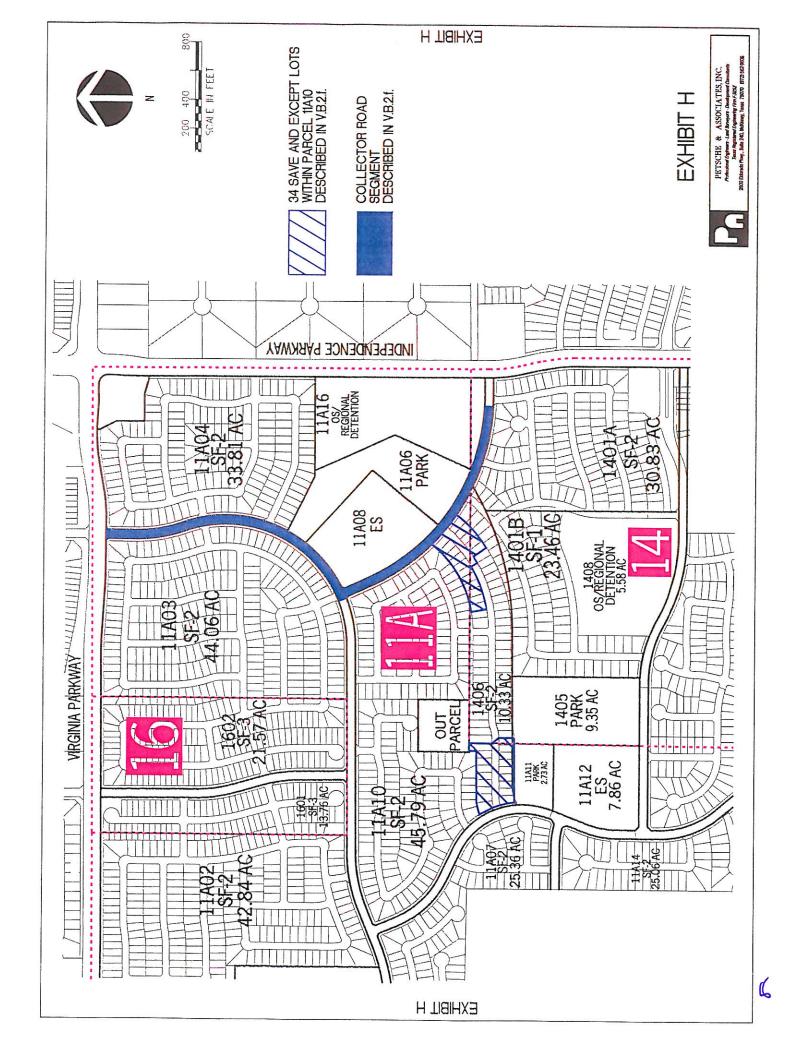




EXHIBIT H

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





Filed and Recorded
Official Public Records
Stacey Kemp. County Clerk
Collin County. TEXAS
10/28/2011 03:06:29 PM
\$248.00 CLUNA
20111028001164070



Specificap