

AFTER RECORDING, RETURN TO:

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

City Of McKinney, Texas

PARKLAND DEDICATION FACILITIES AGREEMENT

Aster Park

THIS AGREEMENT is entered into effective the ____ day of _____, 2023, by and between the **CITY OF MCKINNEY**, a Texas home-rule city and municipal corporation (“CITY”) and **HT FM 1461 OWNER LP**, a Texas limited partnership, whose address is 1999 Bryan Street, Suite 900, Dallas, Texas 75201 (“DEVELOPER”) witnesseth that:

WHEREAS, the Subdivision Regulations of the City of McKinney, Texas contained in Chapter 142 of the Code of the City of McKinney, Texas (the “Subdivision Regulations”) establish procedures and standards for the development and subdivision of real estate and for the surveying and platting thereof, requiring the installation of adequate public facilities to serve the subject property and providing penalties for violations, among other things; and

WHEREAS, Section 142-76(b)(10) of the Subdivision Regulations requires the execution of a Facilities Agreement prior to the issuance of a Development Permit for the clearing, grading, filling, dredging, or construction of public streets, utilities, or drainage, or other improvements which may affect adjacent or surrounding properties in certain circumstances described in Section 142-37 of the Subdivision Regulations, as amended; and

WHEREAS, the development of the subdivision to be known as **Aster Park** involves certain pro rata payments, city participation in cost, escrow deposits or other future considerations, and/or other nonstandard development regulations, that trigger the requirement for a Facilities Agreement by and between the CITY and the DEVELOPER in accordance with Section 142-37 of the Subdivision Regulations, as amended; and

WHEREAS, the Subdivision Regulations prohibit recording the Final Plat of a subdivision within the incorporated area of the City until the DEVELOPER has completed all of the public facilities that must be dedicated to the City or has entered into a Facilities Agreement and guaranteed to the satisfaction of the CITY such improvements will be installed; and

WHEREAS, Section 142-156(a) of the Subdivision Regulations requires DEVELOPER to convey land for park purposes or make a payment of money in lieu of land, or a combination of both, to the CITY at the time of subdivision for single family and duplex residential development or at time of issuance of a building permit for multi-family development, to provide for the recreational needs created by such development; and

WHEREAS, Section 142-157(a)(2) of the Subdivision Regulations provides that for single family, duplex residential and multi-family developments the amount of land needed for park purposes, to provide for the recreational needs created by such residential development, shall be one (1) acre per fifty (50) residential dwelling units or a portion thereof; and

WHEREAS, Section 142-157(a)(4) of the Subdivision Regulations specifically allows the Director of Parks, Recreation and Open Space to determine the value of private recreation facilities but limits any credit that can be received by a DEVELOPER for such private recreation facilities to a maximum of 50 percent; and

WHEREAS, the ultimate build-out of the Aster Park Subdivision is proposed to have 1,188 residential dwelling units, which requires the dedication of 23.76 acres of land for park purposes; and

WHEREAS, DEVELOPER has proposed providing twelve privately owned and maintained parks and neighborhood open spaces for the Aster Park Subdivision containing a total of approximately 15.66 acres of land (“Private Parks and Open Spaces”); and

WHEREAS, DEVELOPER is requesting credit toward parkland dedication for the development of the Private Parks and Open Spaces that are identified as on the Aster Park Master Trail Plan; and

WHEREAS, the Private Parks and Open Spaces qualify as private recreation facilities and may be used to offset some of the DEVELOPER’s obligation to convey land to the CITY for park purposes or pay money in lieu of land, or a combination thereof, in accordance with Section 142-157(a)(4) of the Subdivision Regulations; and

WHEREAS, DEVELOPER agrees to construct the necessary private recreation facilities in conjunction with the development of each individual phase, which shall be platted and conveyed to a homeowner’s association or property owner’s association that satisfies the requirements of Section 142-107 of the Subdivision Regulations; and

WHEREAS, DEVELOPER shall pay cash in lieu of land for the remaining 11.88 acres, with any monies owed for each individual phase to be paid contemporaneously with submittal of the final plat and prior to construction commencing on any said phase.

NOW THEREFORE, in consideration of the intent and desire of the DEVELOPER, as set forth herein, and to gain approval of the CITY to record said Plat, the DEVELOPER and CITY agree as follows:

Section 1. Property

This Agreement is for Property located in the City of McKinney, known as Aster Park, containing approximately 467.00 acres of land, located north of FM 1461 in an area generally east of FM 2478 (Custer Road), as more fully described in Exhibit "A" attached hereto ("Property") and fully incorporated herein by reference.

Section 2. Park Land Dedication.

- A. The total parkland dedication requirement for Aster Park is cash in lieu of dedication of 23.76 acres of land.
- B. DEVELOPER has requested credits against parkland dedication for the construction of private recreation facilities and trails and park nodes to be dedicated as Private Parks and Open Spaces on approximately 15.66 acres of land within the Property.
- C. The Subdivision Ordinance, Section 142-157(a)(4), allows for credits towards park land dedication to be issued for private recreation facilities not to exceed fifty percent (50%) of the total parkland dedication requirement.
- D. As a condition of receiving credits for parkland dedication pursuant to Section 142-157(a)(4), private open space must have a certain minimum level of improvements constructed and said improvements are subject to approval by the Parks Department. Acceptable improvements may include:
 - a. Play structures;
 - b. Hike and bike trails;
 - c. Benches and waste receptacles;
 - d. Any active recreation hardscape such as basketball, tennis, and volleyball courts, etc.; and,
 - e. Parking lots that support a playing field (soccer, baseball).
- E. Based upon the DEVELOPER's proposed improvements to the Private Parks and Open Spaces identified in Exhibit "C" (the "Private Recreation Improvements") attached hereto and incorporated herein by reference for all purposes allowed by law, the DEVELOPER will receive credit for 11.88 acres of parkland dedication toward DEVELOPER's total parkland dedication obligation provided the Private Recreation Improvements are constructed.
- F. The credit for 11.88 acres of park land dedication identified in this Section 2 shall be applied to the first phase developed on the Property, or until such

credits are exhausted. Upon the exhaustion of such credits, DEVELOPER shall pay cash in lieu of dedication for each subsequent phase being developed on the Property, in satisfaction of the remaining 11.88 acres of required parkland for the Development. Such cash payment in lieu of dedication shall be paid to the City prior to the filing of each such plat in the Plat Records of Collin County, Texas.

- G. If DEVELOPER fails or refuses to construct the approved Private Recreation Improvements prior to the earlier of filing the plat for each corresponding phase of development on the Property or the expiration of eight (8) years from the date of this Agreement then DEVELOPER shall not be entitled to any credits and shall be required to pay the total amount of cash in lieu of dedication for the full 23.76 acres of required parkland dedication to serve the Property prior to the recording of the plat for the last phase of development of the Property with Collin County.
- H. DEVELOPER shall deed restrict the approximately 15.66 acres of land identified herein as "Private Parks and Open Spaces" for use only as Private Parks and Open Spaces in favor of future owners of the property and which cannot be defeated or eliminated without the prior written consent of the CITY.

Section 3. General Provisions

- A. DEVELOPER hereby relieves CITY of any responsibilities for any inadequacies in the preliminary plans, plats or exhibits supplied for the purpose of this agreement.
- B. DEVELOPER agrees that all coordination required with public and/or private utility agencies to eliminate conflicts with proposed street grades or underground improvements shall be the responsibility of DEVELOPER. Likewise, coordination with agencies requiring special conditions (i.e., railroads and the Texas Department of Transportation), if any, shall be the responsibility of DEVELOPER.
- C. DEVELOPER agrees that improvements to the Property as set forth herein shall be completed within eight (8) years from the date of approval of this Agreement by the McKinney City Council.
- D. Upon satisfactory completion by DEVELOPER of all requirements of this Agreement and final acceptance of the Private Recreation Improvements by CITY, this Agreement shall terminate and CITY will execute a release of covenant to DEVELOPER, its heirs, successors, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

- E. This Agreement shall be a covenant running with the land and shall be binding upon DEVELOPER, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future, until terminated pursuant to Section 3(D).

- F. DEVELOPER shall develop the PROPERTY in accordance with the standards as set forth in City of McKinney zoning, subdivision and land development ordinances, including but not limited to provisions as to drainage, erosion control, pro rata payments, tree preservation, Street Design Standards, Public Improvements Policy and construction standards. DEVELOPER expressly acknowledges that by entering into this Agreement, DEVELOPER, its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any exhibits as waiving any of the requirements of the CITY's Zoning Ordinance or Subdivision Ordinance or any other ordinance of the CITY, as applicable (except as specifically herein agreed).

CITY OF MCKINNEY

By: _____
 PAUL G. GRIMES
 City Manager

Date Signed: _____

ATTEST:

 EMPRESS DRANE
 City Secretary

HT FM 1461 Owner LP, a Texas limited partnership

By: _____
 Rob Witte
 Senior Managing Director

Date Signed: _____

THE STATE OF TEXAS,
COUNTY OF COLLIN

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 2023.

Notary Public, Collin County, Texas
My commission expires _____

THE STATE OF TEXAS,
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2023, by Rob Witte, in his capacity as Senior Managing Director of **HT FM 1461 OWNER LP**, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of and as the act of the limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 2023.

Notary Public, _____ County, Texas
My commission expires _____

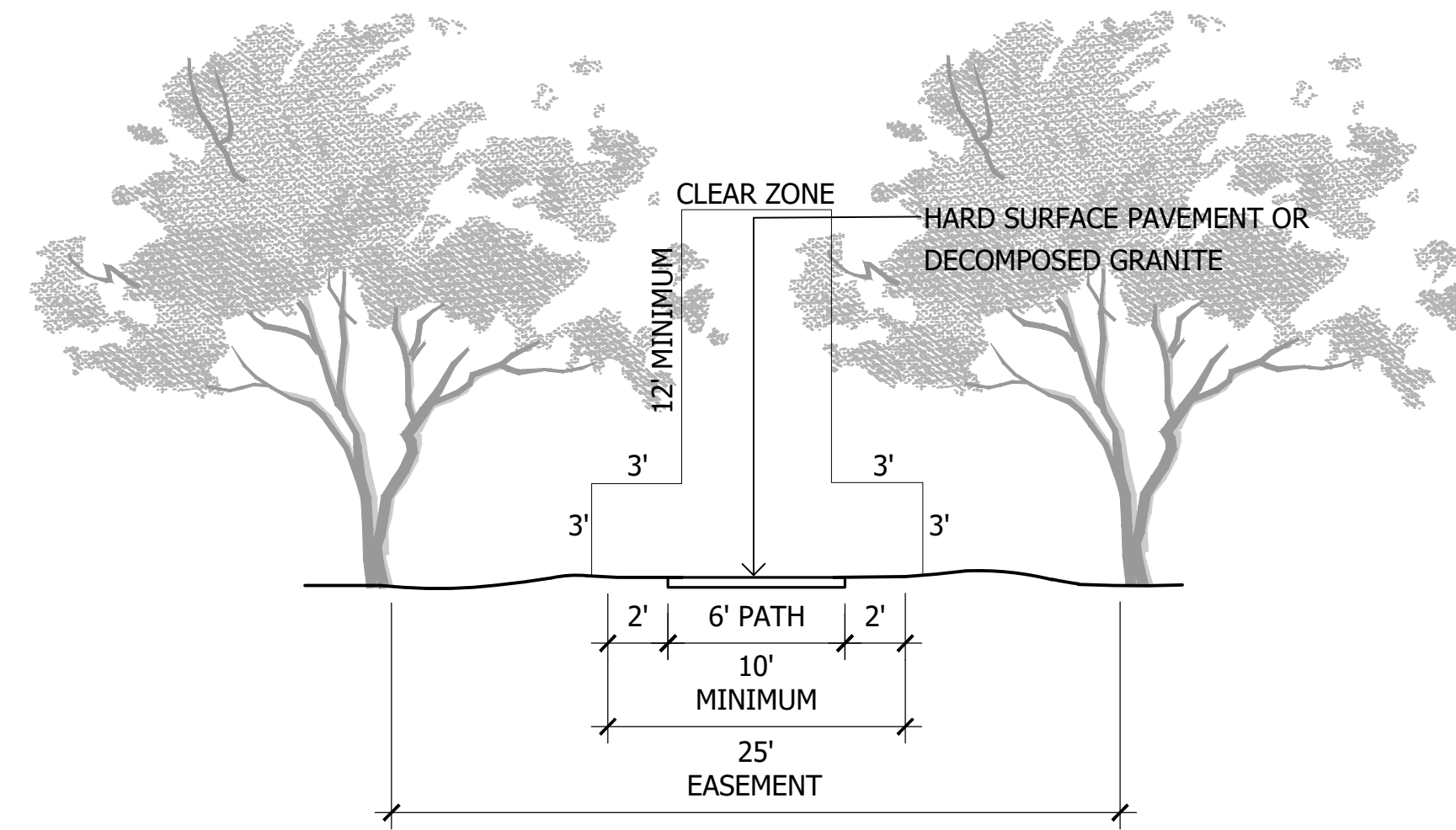
EXHIBIT B

OPEN SPACE EXHIBIT

SITE DATA TABLE	
DESCRIPTION	ACREAGE
GROSS PROJECT ACREAGE	467.00 AC.
TOWN HOMES	16.15 AC.
COMMERCIAL A	6.30 AC.
COMMERCIAL B	5.12 AC.
MULTI FAMILY	34.06 AC.
DRAINAGE CORRIDOR	37.24 AC.
OPENSOURCE	62.72 AC.
LAKE & POND AREA	7.95 AC.

SITE AMENITY TABLE		
COMMUNITY CENTER	4.00 AC.	PRIVATE RESIDENT AMENITY (50% PARK DEDICATION)
PROGRAMED PARK AREA	3.10 AC.	6 PROGRAMED PARK AREAS (150' X 150')
PROGRAMED NODES	2.75 AC.	12 PROGRAMMED NODE AREAS (100' X 100')
BIKE SKILLS PARK	1.50 AC.	REFERENCE PLAN FOR LOCATION
BIRD HABITAT	2.00 AC.	REFERENCE PLAN FOR LOCATION
MOVEMENT TRAIL COORIDOR	1.58 AC.	2.78 MILE - 6" MULTI USE TRAIL
NATURE TRAIL COORIDOR	1.41 AC.	1.93 MILE - 6" MULTI USE TRAIL
SCIENCE TRAIL COORIDOR	1.32 AC.	2.14 MILE - 6" MULTI USE TRAIL
TOTAL	15.66 AC.	

PARK DEDICATION AREA		
REQUIRED PARK DEDICATION AREA REQUIRED (1:50)	23.76 AC.	1188 D.U.
PROVIDED PARK DEDICATION AREA	15.66 AC.	
PARK DEDICATION AREA WITHIN FLOOD PLAIN (1:3)	1.42 AC.	



6' Multi Use Trail
NTS

LEGEND

MOVEMENT CONCEPT	COMMUNITY AMENITY
PARK LOCATION 2 ea.	COMMUNITY AMENITY
TRAIL NODE 6 ea.	LEISURE CONCEPT
TRAIL 14,704 l.f. 2.78 mi.	PARK LOCATION 3 ea.
NATURE CONCEPT	OTHER
PARK LOCATION 2 ea.	ON STREET SIDEWALK 35,540 l.f. 6.73 mi.
TRAIL NODE 6 ea.	KEY NOTE REFERENCE CHARACTER BOARD IMAGES
TRAIL 10,236 l.f. 1.75 mi.	
SCIENCE CONCEPT	
PARK LOCATION 2 ea.	
TRAIL NODE 4 ea.	
TRAIL 11,301 l.f. 2.14 mi.	

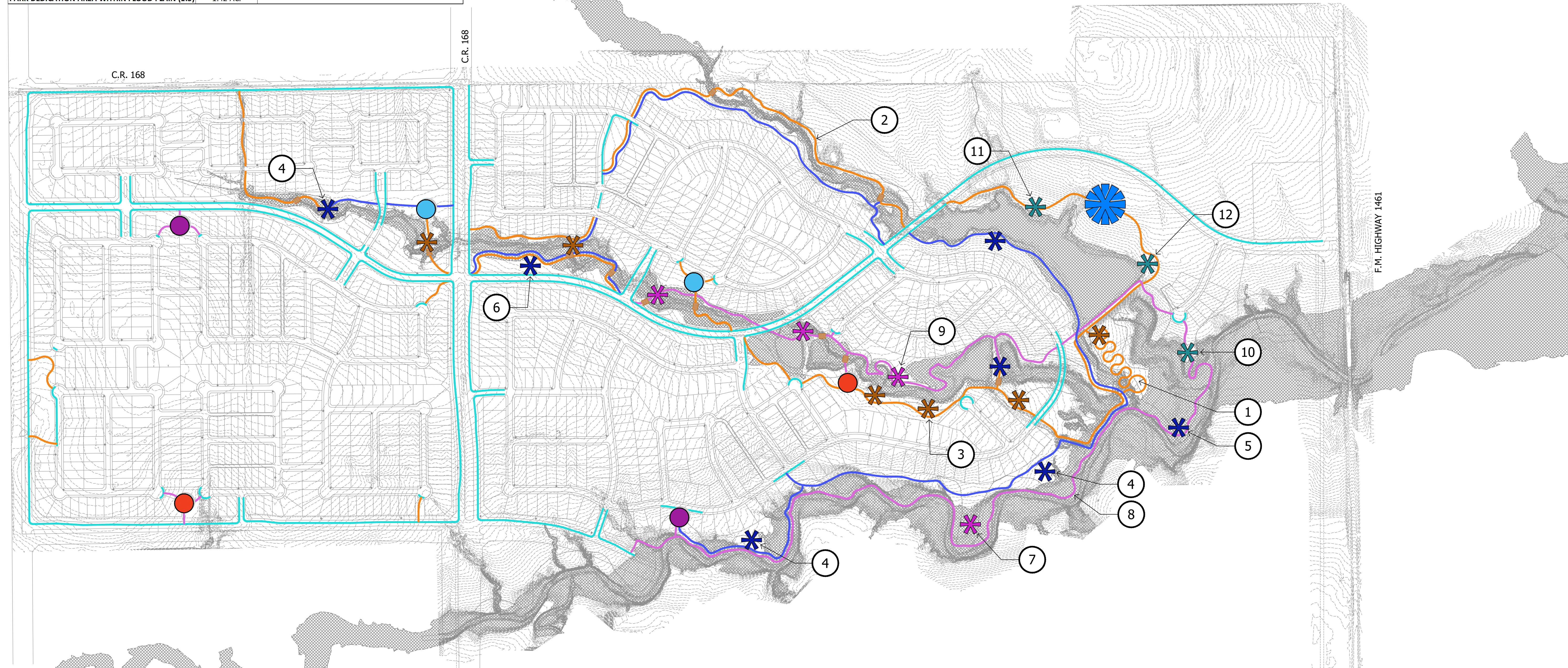
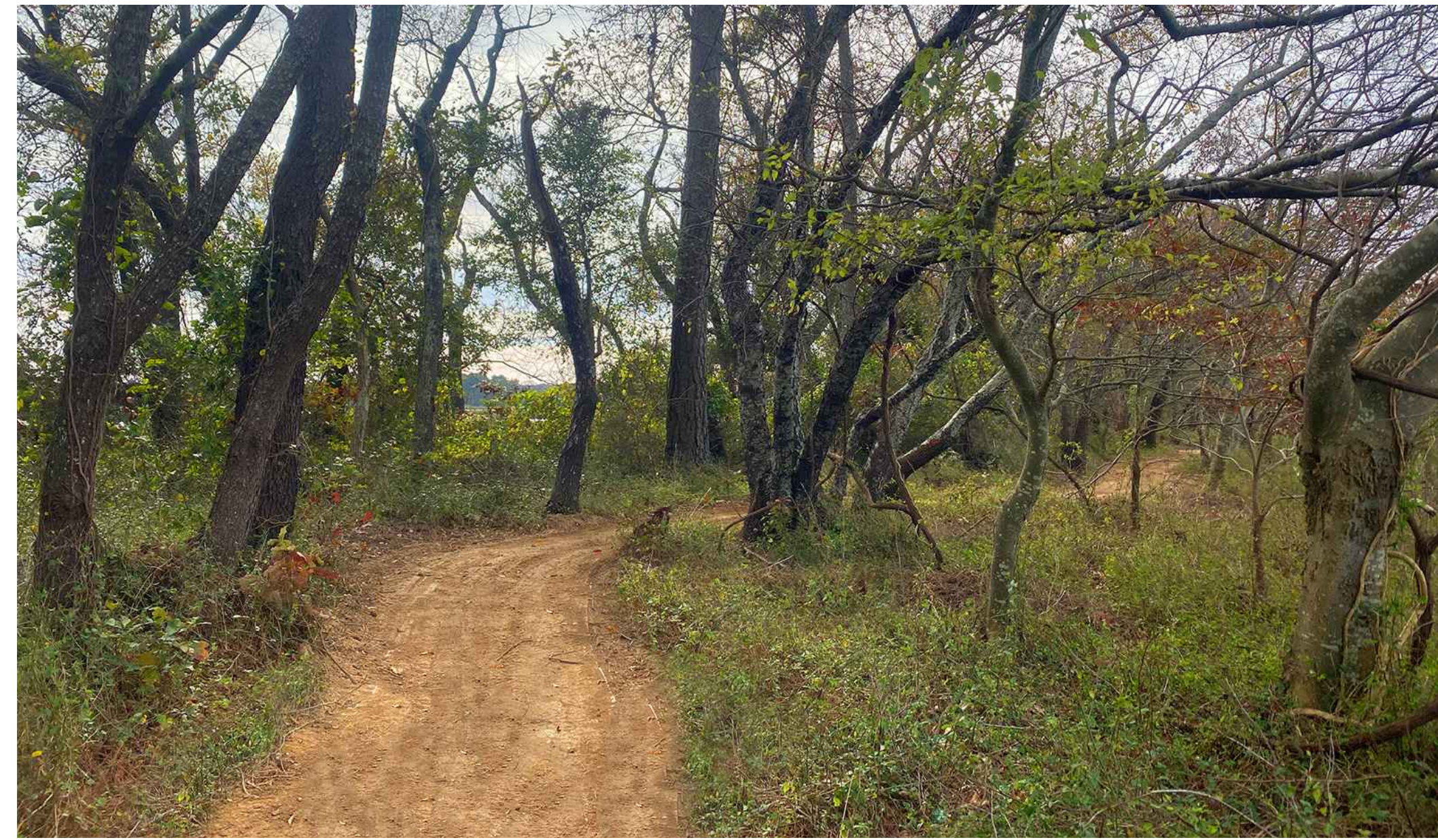


EXHIBIT C

PRIVATE RECREATION IMPROVEMENTS





① BIKE SKILLS COURSE

② NATURE TRAIL ELEMENTS

③ NATURE MOVEMENT ELEMENTS

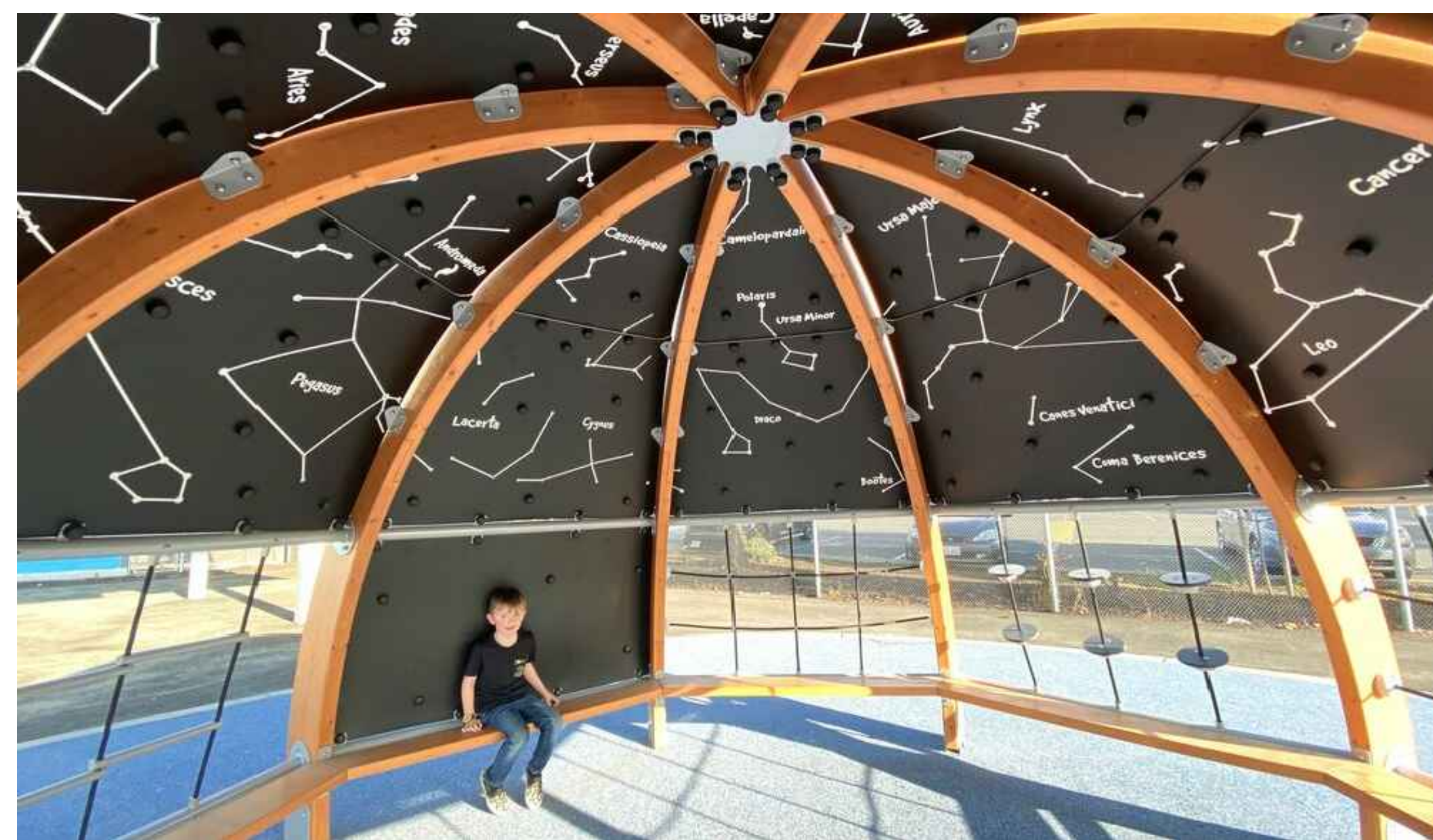
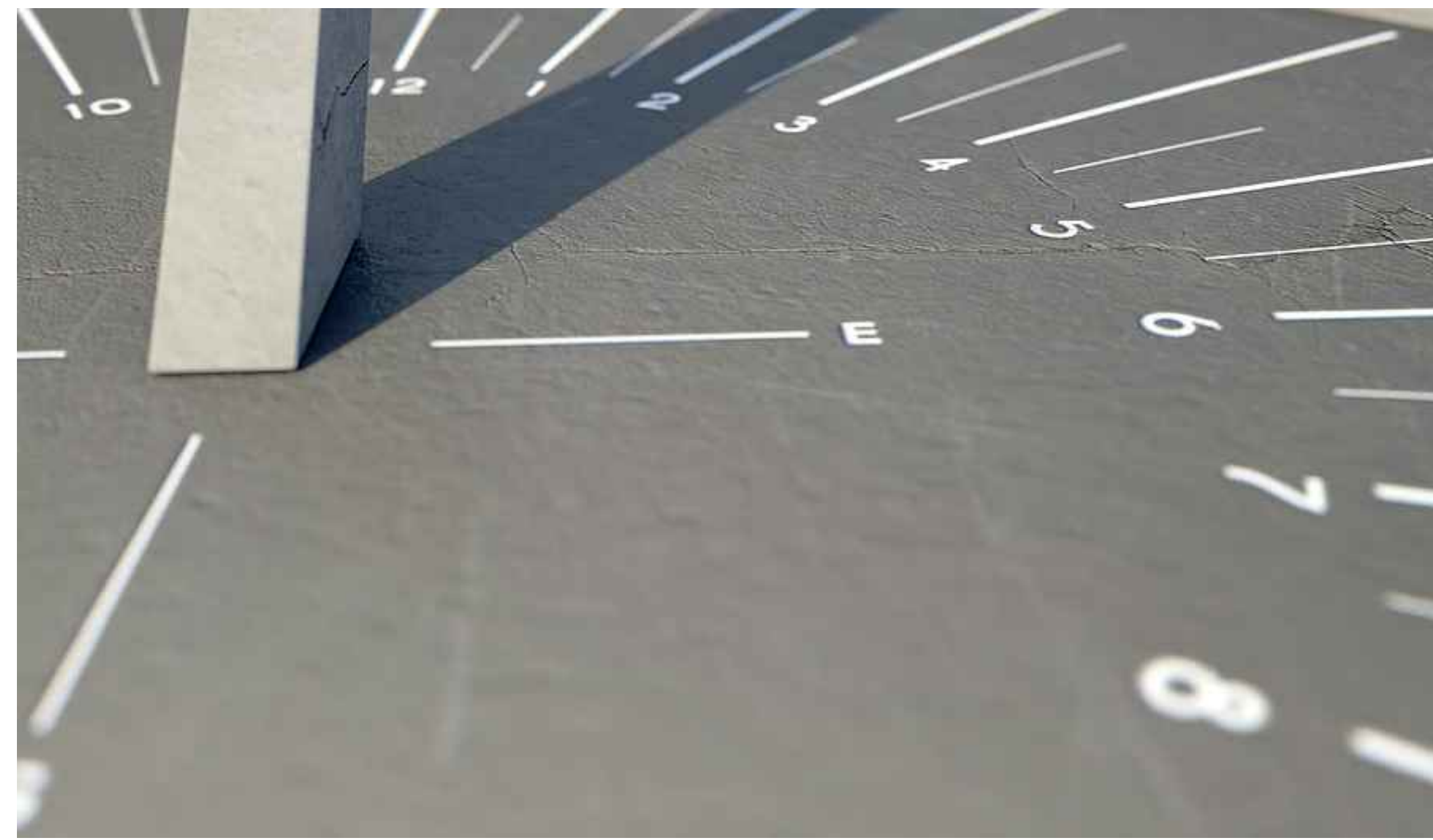




④ PICNIC ELEMENT

⑤ HAMMOCK PARK

⑥ WILDFLOWER GARDEN





Economic benefits of invasive species management

Invasive species are plant, animal and other species that have been introduced to new environments and are having negative ecological, economic or social impacts, including:

- damaging agriculture, forestry, and food production
- acting as vectors for disease
- driving out native species
- and more

Example: The bushy-tailed possum is much loved in its native Australia, where there are active efforts to create more habitat for it. Just next door in New Zealand, however, the possum has caused damage to native trees and rare birds since being introduced, and is considered a possible vector of bovine TB.

The rate of new species introductions has increased since the 1950s due to factors like climate change and expansion of global trade.

Controlling invasive species can be expensive, but in many cases, not controlling them may be even more costly. So how can we estimate the benefits of control?

This paper explains how to measure the economic costs of the impacts of invasive species on ecosystems.

First, it's important to consider what kind of impact the invasive species might have. This depends on factors like:

- how fast the species is spreading
- how much damage it's causing per unit of land
- how many people are affected by these damages

Then consider the value of the ecosystem or resource that is threatened by the invasive species. This is where things get tricky.

If it's a market good, like wood from a commercial forest that is threatened by insects, then you can estimate its value based on market prices.

But what about values that exist outside of the market, like biodiversity?

Through surveying people and observing their behaviour, it is possible to estimate how much they are willing to spend to maintain certain things like clean air or some biodiversity.

To measure the costs of invasive species on non-market resources like biodiversity, economists rely on a concept called "willingness to pay": how much people are willing to spend to prevent an invasive species or to protect other ecological resources.

They can add in complicating factors to determine what is most important to people when developing management strategies.

Observing how much people pay to travel to outdoor recreation areas is also a good way of estimating value of those spaces.

By estimating people's willingness to pay, economists can estimate economic value of ecosystems and resources, which allows them to measure how much economic damages invasive species might incur; understanding people's preferences also helps ecologists to develop management strategies that are acceptable to as many people as possible.

Challenges include:

- Survey participants' potential lack of knowledge about the topic.
- Scientific uncertainty.
- Instances where invasive species have become culturally important.
- Climate change and accelerated migration.
- In many cases, species have moved to new ranges because their old habitat is no longer suitable. Should these be treated as invasive?

Despite the challenges, economic valuation is very important for assessing the impact of invasive species. Knowing the numbers can help ecologists work together with policy makers and practitioners to enact management solutions.

Illustration by Holly McHenry



7 BIRD HABITAT & BLINDS

8 RIPARIAN TRAIL

9 SCIENCE PLAY ELEMENTS



10 OVERLOOK

11 BBQ & BEER GARDEN

12 LEISURE SPORTS PARK