

**ROADWAY IMPACT FEE CREDIT AGREEMENT**  
(MLRP WILMETH, LLC)

**Escrow and Wilmeth Road Construction**  
(ML Wilmeth Addition, Lots 1-3, Block A)

STATE OF TEXAS

§  
§  
§

KNOW ALL BY THESE PRESENTS:

COUNTY OF COLLIN

The **CITY OF MCKINNEY** ("City"), a home rule municipal corporation situated in Collin County, Texas, and **MLRP WILMETH, LLC** ("Developer"), make and enter into this Roadway Impact Fee Credit Agreement ("Agreement"), dated as of the date of execution and effective as of the Effective Date (defined herein).

**RECITALS**

WHEREAS, **Wilmeth Road** is an arterial that will serve Developer's property known as **ML Wilmeth Addition, Lots 1-3, Block A**, which property is located on the north side of Wilmeth Road, in an area approximately 250' west of State Highway 5 (McDonald Street) (the "Property"); and

WHEREAS, City is about to begin construction of a Roadway Project known as **Wilmeth Road Lanes 3 and 4, East of Redbud to SH 5** ("Roadway Project") that will improve the roadway adjacent to the Property; and

WHEREAS, Developer has agreed to escrow Developer's proportionate share of the construction of the Roadway Improvements on Wilmeth Road, identified herein below, that will serve the Property and which Roadway Improvements are eligible for roadway impact fee credits, which credits shall be applied to the Property; and

WHEREAS, City and Developer have agreed if the Developer escrows Developer's proportionate share of the costs for the Roadway Improvements that Developer would otherwise be required to construct that the City will apply such funds to the construction of the Roadway Project known as **Wilmeth Road Lanes 3 and 4, East of Redbud to SH 5** and the Developer will receive Roadway Impact Fee Credits just as though Developer constructed the roadway improvements required to serve the Property; and

WHEREAS, Developer has dedicated, or will dedicate, to the City the necessary right-of-way for the Roadway Project; and

WHEREAS, City has previously identified the portion of **Wilmeth Road** for which Developer has agreed to escrow funds for construction to be on the City's Impact Fee Roadway Improvement Plan ("IFRIP"), which IFRIP is a part of the City's Roadway Impact Fee Ordinance; and

WHEREAS, for the escrow of funds and the dedication of right-of-way together with the future construction of the Roadway Project, Developer shall receive roadway impact fee credits, calculated in accordance with the Ordinance, and which credits shall attach to the Property.

**NOW THEREFORE**, in consideration of these premises, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which both Parties acknowledge, the City and Developer agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

#### **A. Definitions.**

1. *City* means the City of McKinney, a Texas home-rule city and municipal corporation situated in Collin County, and includes its representatives, agents, assigns, inspectors, contractors, employees and consultants.
2. *Developer* means MLRP Wilmeth, LLC, its representatives, agents, contractors, employees, and consultants.
3. *Effective Date* means the date on which this Agreement is signed by the last Party to sign it and the Escrow Amount has been paid to the City.
4. *Impact Fee Credits* means Roadway Impact Fee Credits.
5. *Notice* means any formal notice or communication required or permitted to be given by one Party to another by this Agreement.
6. *Ordinance* means the "McKinney Impact Fees Article – Roadways" as set forth in Section 130-103, *et seq.*, of the Code of Ordinances, City of McKinney, Texas, and as it may further be amended, including any schedules or exhibits attached thereto.
7. *Parties* means the City and Developer.
8. *Property* means Developer's property known as ML Wilmeth Addition, Lots 1-3, Block A, a depiction of which property is attached hereto as Exhibit A.

8. *Roadway Improvements* means right of way preparation, paving excavation, construction of concrete paving, curbs, signage, roadway transitions, turn lanes, pavement markings, sidewalks, irrigation, landscaping, lighting and any other improvements necessary for a complete roadway system in the area generally depicted on Exhibit B, attached hereto, using those materials that meet the minimum requirements of the City's Subdivision Ordinance and Engineering Design Manual, and all engineering, surveying, inspection and permit fees for the Roadway Project containing the northern (2) westbound lanes of **Wilmeth Road** together with two median cuts or openings and two eastbound left-turn lanes entering into the ML Wilmeth Addition, Lots 1-3, Block A, subdivision, that is the subject of this Agreement.
9. *Roadway Project* means the Roadway Improvements situated along the southern boundary of the ML Wilmeth Addition, Lots 1-3, Block A, from a location approximately two hundred fifty feet (250') west of State Highway 5 (McDonald Street) and extending in a westerly direction a distance of approximately eight hundred twenty (820) linear feet in length, as generally depicted on Exhibit B attached hereto, and further depicted generally as Station 25+30 to Station 33+50 on the civil engineering plans for ML Wilmeth Addition, Lots 1-3, Block A, on file in the City of McKinney Engineering Department.
10. *Service Unit* means one vehicle mile of travel in the p.m. hour afternoon peak hour of traffic. The impact fees per service unit are as set forth in Impact Fee Schedule 1 and its various equivalency tables attached to Ordinance No. 2013-10-108 - as Impact Fee Schedule 1 and its various equivalency tables may be amended from time to time - and serve as the standardized measure of consumption or use of roadway facilities attributable to new development.

**B. *Interpretation of Terms, and Incorporation of Exhibits.***

Except where the context otherwise clearly requires, in this Agreement: words imparting the singular will include the plural and vice versa;

1. all exhibits attached to this Agreement are incorporated by reference for all pertinent purposes as though fully copied and set forth at length; and
2. references to any document means that document as amended or as supplemented from time to time; and references to any party means that party, its successors, and assigns.

*[Remainder of page intentionally left blank.]*

## **ARTICLE II**

### **DEVELOPER CONTRIBUTION TO ROADWAY IMPROVEMENTS**

#### **A. Escrow**

1. Developer shall escrow a cash deposit with the City totaling Four Hundred and Sixty-Four Thousand Six Hundred Eighty Dollars and Fifty/One Hundredths Dollars (\$464,680.50) (the "Escrow Amount") for payment of the total estimated costs associated with the design and construction of the Roadway Improvements contemporaneously with the execution of this Agreement. The Escrow Amount is an amount equal to one hundred twenty percent (120%) of the total projected cost to design and construct the Roadway Improvements in the respective amounts set out in the Opinion of Probable Construction Costs attached hereto as Exhibit C and incorporated herein by reference for all purposes allowed by law. (As noted above, the Roadway Improvements which are the subject of this Agreement are more fully described herein and their general location is depicted in Exhibit B attached hereto.) The City shall hold these funds in an interest-bearing escrow account in accordance with this Agreement. The escrow account interest rate shall be established in the City's discretion, and may vary. Any interest on the escrow account shall be used by the City to cover unexpected or incidental costs of completion, including the City's administrative expenses.
2. The cost estimate includes the projected cost of purchasing a payment bond and performance bond, which meet the requirements of Chapter 252 of the Texas Local Government Code and Chapter 2253 of the Texas Government Code, in the full amount of the Roadway Improvements. The cost estimate also includes the projected cost of purchasing a maintenance bond in the amount of fifteen percent (15%) of the estimated cost of the Roadway Improvements from a reputable and solvent corporate surety, in favor of City, to indemnify City against any repairs arising from defective workmanship or materials used in any part of the construction of improvements to Property, for a period of two (2) years from the date of final acceptance of such improvements.
3. The Developer agrees that the City shall have the right to enter upon Developer's property to survey, stake, bore, construct and install the Roadway Improvements at such time as the City deems necessary. The City may at its sole option and discretion enter into one or more agreements with third parties who shall be authorized to design and/or construct the Roadway Improvements and enter upon Developer's property to survey, stake, bore, construct and install the Roadway Improvements at the City's direction.

4. Developer specifically authorizes the City to utilize the Escrow Amount to pay for the design and construction of the Roadway Improvements and all necessary appurtenances to said improvements. Upon acceptance of the Roadway Improvements and the payment of any and all costs and expenses associated with the Roadway Improvements, any unused amount of the Escrow Amount held by City shall be returned to Developer.
5. In the event that Developer's estimate is more than twenty percent (20%) less than the actual cost and expense of designing and constructing the Roadway Improvements including, but not limited to, all necessary related costs such as acquiring payment bonds, performance bonds, maintenance bonds and insurance coverage for the design and construction of the Roadway Improvements ("Underpayment"), Developer shall reimburse the City for any and all additional costs and expenses constituting the Underpayment. Developer shall reimburse the City the total amount of any Underpayment within thirty (30) days after the City provides Developer notice of Underpayment. If Developer fails to timely reimburse the City for any Underpayment, City shall be authorized to revoke certificates of occupancy previously issued for the Property and shall further be entitled to issue stop work orders and withhold the issuance of any further permits and certificates of occupancy until Developer or Developer's successor-in-interest reimburses City for the Underpayment.

***B. Roadway Improvements***

1. Upon Developer depositing the Escrow Amount with the City as provided hereunder, City agrees to grant Developer impact fee credits. The impact fee credits shall vest and attach to the Property as of the Effective Date, and Developer may take advantage of and use the impact fee credits as development thereafter occurs on the Property.
2. City shall have the right to immediately apply the Escrow Amount to the construction of the Roadway Project known as Wilmeth Road Lanes 3 and 4, East of Redbud to SH 5.
3. At this time, the Roadway Project is included in the City's Roadway Improvement Plan ("RIP"). The Roadway Project is therefore eligible for impact fee credits as calculated under the Ordinance.
4. The total impact fee credits which shall attach to the Property under this Agreement are **217.42** Service Units for the design, construction and dedication to the City, at no cost to City, of approximately 820 linear feet of Roadway Improvements for a completed Roadway Project final accepted by the City.

### **ARTICLE III**

#### **IMPACT FEE CREDITS**

**A. *Assignment and Expiration of Roadway Impact Fee Credits***

The Impact Fee Credits granted under this Agreement may be assigned one time from Owner to Owner's successor-in-interest of the entirety of the Property upon Owner's written notice to City of Owner's assignment of the Impact Fee Credits and conveyance of the Property to such successor-in-interest. Any and all other assignments shall only be effectuated with the City's consent pursuant to Section 130-29 of the Ordinance. The impact fee credits shall have no expiration; but in any event, the impact fee credits shall only be applied to the Property. Application of the impact fee credits to future developed lots and any reimbursement for unused impact fee credits shall be governed by the Ordinance.

**B. *Value of Roadway Improvements***

Developer and City agree that the value of the Roadway Improvements shall be expressed in Service Units.

**C. *Use of Impact Fee Credits***

Impact fee credits shall be used as development occurs on the Property. Service Unit calculations for proposed uses on the Property shall be in accordance with then existing tables of the Ordinance. Unused impact fee credits shall not be transferable and cannot be applied to other fees, converted to cash, or used on other tracts; however, impact fee credits shall be subject to any reimbursements allowed by then existing ordinances. Upon the exhaustion of the impact fee credits by Developer on the Property, any additional development on the Property (such as the creation of additional lots) shall pay then existing Roadway impact fees or receive credits for construction of additional roadway improvements under then existing ordinances.

**D. *Developer Responsibilities under Development Ordinances***

Nothing herein shall relieve the Developer from its responsibilities for construction of public improvements under applicable development ordinances upon development of the Property.

### **ARTICLE IV**

#### **AGREEMENT MAY NOT BE PLEDGED AS COLLATERAL**

Developer may not pledge this Agreement, or any credits granted hereunder, as collateral for purposes of securing financing for development of the Property.

## **ARTICLE V**

### **GENERAL PROVISIONS**

#### **A. *Notice of Default; Opportunity to Cure; Remedies***

1. Should any Party allege that the other has defaulted in the performance of any obligation hereunder, it will provide at least thirty (30) days written notice to the other Party specifying the nature of the alleged default and opportunity to cure the default before exercising any remedy related to the alleged default.
2. Upon the failure of either Party to comply with the provisions of this Agreement, which failure continues beyond the thirty (30) day notice and cure period provided above, the other Party shall have the right to enforce the terms and provisions of this Agreement by specific performance, or by such other legal or equitable relief to which the non-defaulting Party may be entitled.
3. Any remedy or relief described in this Agreement shall be cumulative of and in addition to any other remedies and relief available at law or in equity.
4. The foregoing notwithstanding, it is understood and agreed that in addition to any other remedy which the City may have upon default by Developer under this Agreement, should Developer fail to comply with the Subdivision Ordinance or any City development regulation, the City may terminate this Agreement. Upon termination pursuant to this subsection, all impact fee credits shall terminate.

#### **B. *Entire Agreement; Interpretation of this Agreement***

1. This Agreement including any attached exhibits is the entire agreement between the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter herein. If there is a conflict between this Agreement and prior written or verbal representations, this Agreement shall control.
2. This Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strictly for or against either Party.

#### **C. *Amendment***

No amendment of this Agreement will be effective unless it is in writing and signed by the duly authorized representatives of the Parties hereto, which amendment will

incorporate this Agreement in every particular not otherwise changed by the amendment.

**D. *No Amendment of Other Agreements***

Unless otherwise expressly stipulated herein, this Agreement is separate from and will not constitute an amendment or modification of any other agreement between the Parties.

**E. *Other Instruments, Actions***

The Parties hereto agree that they will take such further actions and execute and deliver such other and further consents, authorizations, instruments, or documents as are necessary or incidental to effectuate the purposes of this Agreement.

**F. *No Third Party Beneficiaries***

Except as expressly provided herein, nothing herein shall be construed to confer upon any person other than the Parties hereto any rights, benefits or remedies under or because of this Agreement.

**G. *Applicable Law; Venue***

This Agreement shall be construed under and according to the laws of the State of Texas. Personal jurisdiction and venue for any suit arising hereunder shall be in Collin County, Texas.

**H. *Severability***

The provisions of this Agreement are severable, and if any court shall ever hold any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application of it to any person or circumstance of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances will not be affected by that and this Agreement will be construed as if it had never contained such invalid or unconstitutional portion therein.

**I. *Counterparts***

The Parties may execute this Agreement in one or more duplicate originals each of equal dignity.



**J. Notices**

For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

**DEVELOPER:**

MLRP Wilmeth, LLC  
One Pierce Place, Ste. 450  
Itasca, Illinois 60143

**CITY OF MCKINNEY:**

Office of the City Manager  
222 N. Tennessee Street  
McKinney, Texas 75069

The Parties will have the right from time to time to change their respective addresses upon written notice to the other Party. If any date or notice period described in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period for calculating the Notice will be extended to the first business day following such Saturday, Sunday or legal holiday.

**K. No Waiver of Development Ordinances**

No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision or any other agreement between the Parties. No waiver of any provision of this Agreement will be deemed to constitute a continuing waiver unless expressly provided for by written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. Nothing herein shall waive any obligations of Developer under applicable ordinances, including but not limited to the subdivision ordinance, the sewer and water impact fee ordinance, or the roadway impact fee ordinance.

**L. Attorney's Fees**

Should either Party be required to resort to litigation to enforce the terms of this Agreement, the prevailing Party, plaintiff or defendant, shall be entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other Party. If the court awards relief to both Parties, each will bear its own costs in their entirety except as otherwise specified by the court.

**M. Governmental Authority**

Nothing in this Agreement shall be construed to limit, restrict, modify, or abrogate the City's governmental authority or ordinances respecting the facilities and roadway improvements contemplated by the terms of this Agreement except as specifically waived or modified herein or by specific action of the City Council, nor the City's duty to provide for the public health, safety, and welfare in the construction or maintenance of the same.

**N. Assignability**

This Agreement may be fully assigned one (1) time by Owner, as a matter of right, to Owner's successor-in-title to the entirety of the Property, only. Owner and Owner's assignee shall be jointly responsible for notifying City of any such assignment and providing to City updated information contained in Article V, Paragraph J, above. Failure to so notify City will not relieve Owner or Owner's assignee of responsibility under this Agreement.

Any other assignment of this Agreement shall require the City's prior written consent, and such consent shall not be unreasonably withheld, conditioned or delayed.

It is specifically understood and agreed that any reference to "Owner" in this Agreement shall mean and include the Owner and Owner's assignees.

**O. Binding Obligation**

This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, successors, and assigns.

**P. Waiver of Claims.**

Developer has voluntarily agreed to undertake the construction of the Roadway Improvements for the Roadway Project in exchange for impact fee credits to be applied to the Property. The construction of the Roadway Project is not a condition of approval or acceptance the development of the Property. Developer waives any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Tex. Loc. Gov't. Code and any federal constitutional claims. Developer further releases City from any and all claims based on excessive or illegal exactions. Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. Developer shall indemnify and hold harmless City from any claims and suits of third parties, including but not limited to Developer's successors, assigns, grantees, vendors, trustees or representatives, brought pursuant to this Agreement or the claims or types of claims described in this paragraph.

*[Signatures begin on following page.]*

IN WITNESS WHEREOF, DEVELOPER and CITY have executed this Agreement as of the Effective Date.

**CITY OF MCKINNEY**

By: \_\_\_\_\_  
PAUL G. GRIMES  
City Manager

Date Signed: \_\_\_\_\_

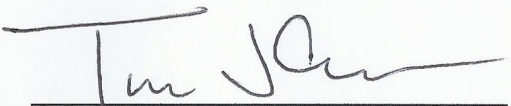
ATTEST:

\_\_\_\_\_  
EMPRESS DRANE  
City Secretary  
LISA SEWELL  
Deputy City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK S. HOUSER  
City Attorney

***MLRP Wilmeth LLC, a Delaware limited liability company***

By:   
Name: Timothy J. Geisler  
Title: Vice President

Date Signed: 12.31.19

THE STATE OF TEXAS,  
COUNTY OF COLLIN

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

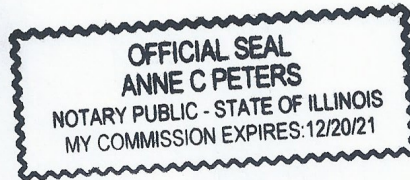
\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_\_

THE STATE OF ~~TEXAS~~, ILLINOIS  
COUNTY OF COOK

This instrument was acknowledged before me on the 31<sup>st</sup> day of December, 2019, by Timothy J. Geisler, in his capacity as Vice President of **MLRP WILMETH LLC**, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that 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 31<sup>st</sup>  
DAY OF December, 2019.

Anne Peters  
\_\_\_\_\_  
Notary Public COOK County, Texas  
My commission expires 12-20-21



PREPARED IN THE OFFICES OF:

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

## Exhibit A

### PROPERTY

BEING a 24.2042 acre (1,054,336 square foot) tract of land situated in the Tola Dunn Survey, Abstract No. 284, City of McKinney, Collin County, Texas; said tract being all of that 13.2886 acre tract of land described in General Warranty Deed to H.K. New Hawaii Limited recorded in Volume 5848, Page 4409 of the Deed Records of Collin County, Texas; said tract also being part of that 12.889 acre tract of land described in General Warranty Deed to H.K. New Hawaii Limited recorded in Volume 5854, Page 2955 of said Deed Records; said tract being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with "GM GEER 3258" cap found in the north right-of-way line of Wilmeth Road (a variable width right-of-way); said point being the southeast corner of said 12.889 acre tract; said point also being in a curve to the left;

THENCE in a westerly direction along the said north line of Wilmeth Road, the following four (4) calls:

With said curve to the left, having a central angle of  $4^{\circ}17'48''$ , a radius of 1,000.00 feet, an arc length of 74.99 feet and a long chord bearing and distance of North  $88^{\circ}52'04''$  West, 74.97 feet to a point for corner;

South  $88^{\circ}59'01''$  West, a distance of 274.66 feet to a 5/8-inch iron rod found at the beginning of a tangent curve to the left;

With said curve to the left, having a central angle of  $17^{\circ}48'46''$ , a radius of 1,000.00 feet, at an arc length of 55.78 feet passing a 5/8-inch iron rod found for the southwest corner of said 12.889 acre tract and the southeast corner of said 13.2886 acre tract, continuing in all a total arc length of 310.89 feet and a long chord bearing and distance of South  $80^{\circ}04'38''$  West, 309.64 feet to a 5/8-inch iron rod found for corner;

South  $71^{\circ}10'15''$  West, a distance of 161.58 feet to a point for the southwest corner of said 13.2886 acre tract;

THENCE North  $0^{\circ}49'04''$  West, departing the said north line of Wilmeth Road, a distance of 1,492.93 feet to a 1/2-inch iron rod with "GM GEER 3258" cap found for the northwest corner of said 13.2886 acre tract;

THENCE South  $89^{\circ}46'30''$  East, at a distance of 405.61 feet passing a 1/2-inch iron rod found for the northeast corner of said 13.2886 acre tract and the northwest corner of said 12.889 acre tract, continuing in all a total distance of 663.38 feet to a 5/8-inch iron rod found for the northwest corner of that tract of land described in Correction Affidavit as to a Recorded Original Instrument to Crooked Creek, Inc. recorded in Instrument No. 20161116001559440 of the Official Public Records of Collin County, Texas;

THENCE South 0°36'11" East, along the west line of said Crooked Creek, Inc. tract, a distance of 576.34 feet to a 1/2-inch iron rod with "GM GEER 3258" cap found for the southwest corner of said Crooked Creek, Inc. tract;

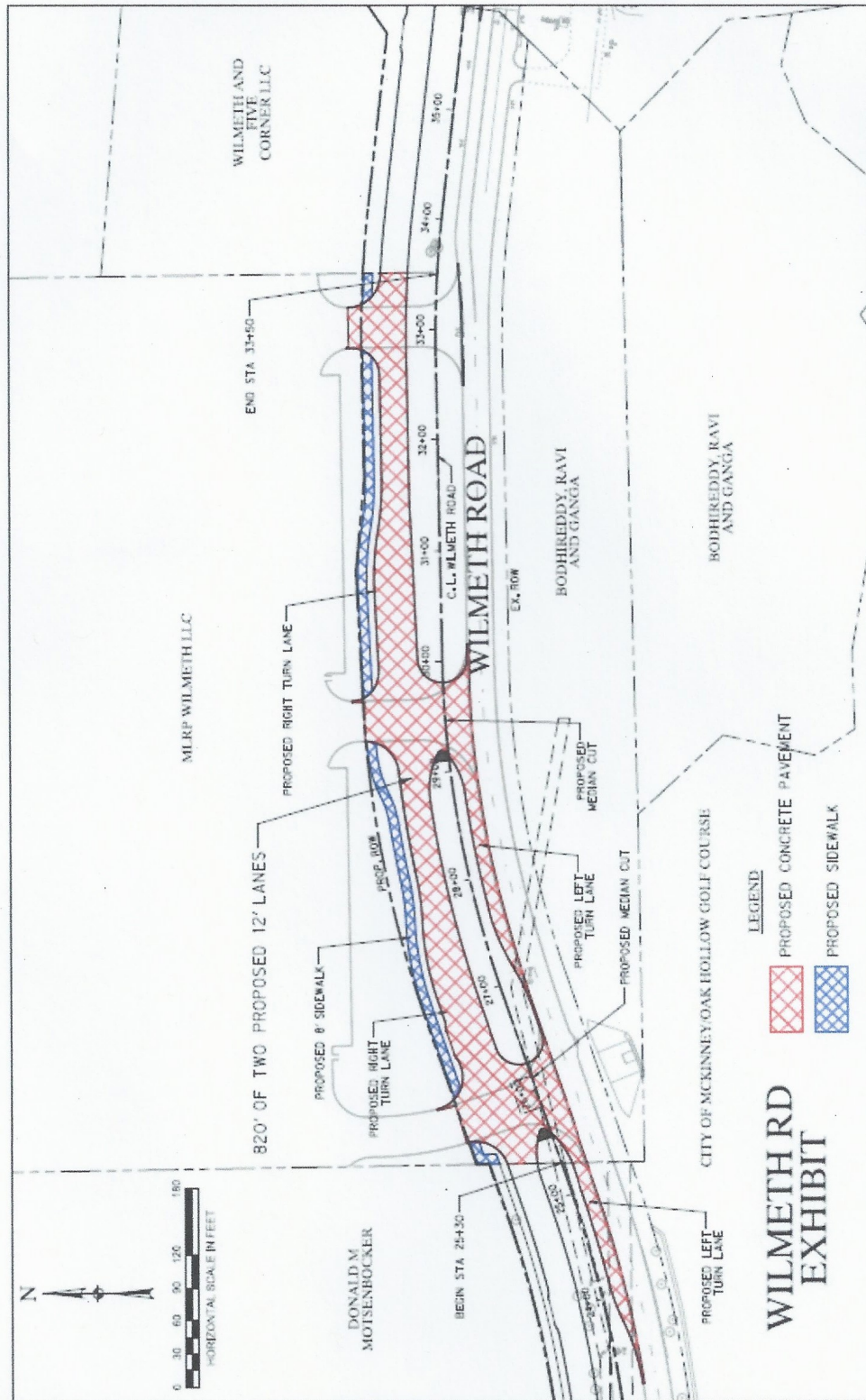
THENCE North 89°03'24" East, along the south line of said Crooked Creek, Inc. tract, a distance of 150.00 feet to a point for corner;

THENCE South 0°36'11" East, a distance of 237.52 feet to a point for corner;

THENCE South 0°41'39" East, a distance of 569.97 feet to the POINT OF BEGINNING and containing 24.2042 acres or 1,054,336 square feet of land, more or less.

# Exhibit B

## ROADWAY PROJECT PLAN



## Exhibit C

### OPINION OF PROBABLE CONSTRUCTION COSTS (2 PAGES)

**ML Realty**

**Kimley»Horn**

**OPINION OF PROBABLE COST**

PROJECT NAME: <i>ML Realty Wilmeth McKinney</i>	LOTS: 1	DATE: 11/7/2019
CITY: <i>McKinney, Texas</i>	LF STREET: 0	CREATED BY:
JOB NUMBER: <i>061303800</i>	NET ACRES:	CHECKED BY:
	GROSS ACRES: 1.6	REVISED BY:

A. EXCAVATION				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
CLEARING AND GRUBBING	ACRE	1.60	\$1,600.00	\$2,960.00
UNCLASSIFIED EXCAVATION	CY	500	\$15.00	\$7,500.00
<b>SUB - TOTAL EXCAVATION</b>				<b>\$10,060.00</b>

B. STORM SEWER SYSTEM				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
24" R.C.P.	LF	40	\$71.00	\$2,840.00
8" INLET	EA	1	\$3,000.00	\$3,000.00
<b>SUB - TOTAL STORM SEWER SYSTEM</b>				<b>\$5,840.00</b>

C. STREET PAVING				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
8" REINF. CONCRETE STREET PAVEMENT	SY	4,257	\$60.00	\$255,420.00
8" SUBGRADE PREPARATION	SY	4,789	\$5.00	\$23,945.00
HYDRATED LIME	TN	28	\$200.00	\$5,600.00
8" CONCRETE SIDEWALK	SF	5,243	\$6.25	\$32,768.75
BARRIER FREE RAMPS	EA	6	\$2,000.00	\$12,000.00
SAWCUT & REMOVE EXISTING PAVEMENT	LF	830	\$20.00	\$16,600.00
SIGNAGE & STRIPING	LS	1	\$25,000.00	\$25,000.00
<b>SUB - TOTAL STREET PAVING</b>				<b>\$371,333.75</b>



Exhibit C

OPINION OF PROBABLE CONSTRUCTION COSTS  
(2 PAGES)

ML Realty

Kimley Horn

OPINION OF PROBABLE COST

PROJECT NAME:	ML Realty Wilmeth McKinney	LOTS:	1	DATE:	11/7/2019
CITY:	McKinney, Texas	LF STREET:	0	CREATED BY:	
JOB NUMBER:	081303800	NET ACRES:		CHECKED BY:	
		GROSS ACRES:	1.6	REVISED BY:	

SUMMARY

A. EXCAVATION		\$10,000.00
B. STORM SEWER SYSTEM		\$5,840.00
C. STREET PAVING		\$371,333.75
	SUB-TOTAL:	\$387,233.75
	CONTINGENCES:	20% \$77,446.75
	PROJECTED CONSTRUCTION COSTS:	\$464,680.50