

AFTER RECORDING, RETURN TO:

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

City Of McKinney, Texas

**FIFTH AMENDED
FACILITIES AGREEMENT**

FOR

ROBINSON RIDGE ESTATES ADDITION

THIS FIFTH AMENDED FACILITIES AGREEMENT (“5th Amended Agreement”) is entered into by and between the *CITY OF MCKINNEY*, a Texas home-rule city and municipal corporation (“CITY”) and ***ROBINSON RIDGE ESTATES, LTD., a Texas limited partnership, by ROBINSON RIDGE ESTATES, GP Corporation***, a Texas corporation, whose address is 3838 Oak Lawn Avenue, Suite 1212, Dallas Texas 75219 (“DEVELOPER”) witness that:

WHEREAS, DEVELOPER, along with Richard Dill and Diane Dill, Linda Robinson Sullivan, Stephen A. Sullivan, and The Lyman D. Robinson Family Limited Partnership entered into that certain facilities agreement with the City of McKinney, dated January 27, 2003 and involving property known as the Sullivan Estates Addition (“Original Agreement”); and

WHEREAS, since the date of the execution of the Original Agreement, the residential subdivision has been renamed to the Robinson Ridge Addition (“Property”); and

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

WHEREAS, DEVELOPER entered into that First Amended Facilities Agreement with the City of McKinney, dated September 3, 2004 to provide the CITY with certain assurances regarding the dedication of parkland for the entire Robinson Ridge Estates at such time as it plats the last phase of the Property that causes development to occur on all sides of the proposed park site, or that the CITY will receive fees in lieu of dedication (“Amended Agreement”); and

WHEREAS, DEVELOPER has since requested and entered into a Second Amended Facilities Agreement, dated December 28, 2008 (“2nd Amended Agreement”), a Third Amended Facilities Agreement, dated December 23, 2009 (“3rd Amended Agreement”), and a Fourth Amended Facilities Agreement, dated December 31, 2010 (“4th Amended Agreement”) with the City of McKinney to extend the deadline for dedicating parkland or paying cash in lieu of said parkland dedication to the CITY for the Robinson Ridge Estates development from December 31, 2008 to December 31, 2009, from December 31, 2009 to December 31, 2010, and then from December 31, 2010 to December 31, 2011, respectively; and

WHEREAS, DEVELOPER has requested and CITY has agreed to again extend the deadline for dedicating parkland or paying cash in lieu of said parkland dedication to the CITY for the Robinson Ridge Estates development by one year from December 31, 2011 to December 31, 2012.

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1. Except as specifically amended herein, all provisions of the Original Agreement and the Amended Agreement shall remain unchanged and in full force and effect and exist as if set forth herein in their entirety. A copy of the Original Agreement is attached hereto as Exhibit A and fully incorporated herein by reference. A copy of the Amended Agreement is attached hereto as Exhibit B and fully incorporated herein by reference. The 2nd Amended Agreement, 3rd Amended Agreement and 4th Amended Agreement are hereby repealed and replaced in their entirety by this 5th Amended Agreement.

Section 2. Section 4(B), entitled “PARKLAND DEDICATION,” of the Amended Agreement is hereby amended by the replacement of existing Paragraph No. 2 with a new Paragraph No. 2 to read as follows:

2. DEVELOPER anticipates that parkland dedication shall occur with the filing of the plat or plats for Phase 5, as Phase 5 is depicted on the phasing plan in Exhibit 1-C, attached hereto and fully incorporated herein by reference. Regardless of the phase numbers or phase names that are ultimately used for the development of the Property, DEVELOPER shall dedicate the required parkland, as determined by the CITY Parks Department in accordance with Subsection 4 below, at such time as it plats the last phase of the Property that causes development to occur on all sides of the proposed park site. In any event, all required parkland shall be dedicated or cash

in lieu of dedication shall be paid to CITY not later than December 31, 2012.

Section 3. Section 4(B), entitled "PARKLAND DEDICATION," of the Amended Agreement is hereby further amended by the replacement of existing Paragraph No. 5 with a new Paragraph No. 5 to read as follows:

5. DEVELOPER may satisfy the parkland dedication requirement, in whole or in part, by payment to CITY of cash in lieu of dedication for each acre, or portion thereof, not actually dedicated. Cash in lieu of dedication shall be calculated in accordance with City Ordinance, utilizing the Collin Central Appraisal District valuation of the PROPERTY as of the date DEVELOPER plats the last phase of the Property that causes development to occur on all sides of the proposed park site, or not later than December 31, 2012, whichever is earlier. For example, under the current CAD valuation of \$12,000.00 per acre, if the development contains a total of 597 lots and 11.42 acres of the 11.94 acres parkland dedication requirements are satisfied by dedication of parkland, cash in lieu of parkland for .52 acres shall be Six Thousand Two Hundred Forty and No/100 Dollars (\$6,240.00).

Section 4. In the event of a conflict or an inconsistency between the Original Agreement and/or the Amended Agreement and this 5th Amended Agreement, the terms of this 5th Amended Agreement shall control.

Section 5. This Fifth Amended Facilities Agreement is and shall be effective on the 31st day of December, 2011.

CITY OF MCKINNEY

By: _____
JASON GRAY
City Manager

Date Signed: _____

[Signatures continued on following page.]

ATTEST:

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

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

ROBINSON RIDGE ESTATES, LTD.,
a Texas limited partnership

By: ROBINSON RIDGE ESTATES GP
CORPORATION, a Texas corporation,
General Partner

By: _____
RICHARD M. SKORBURG
President

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 JASON GRAY, 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 _____, 2012.

Notary Public Collin County, Texas
My commission expires _____

THE STATE OF TEXAS,
COUNTY OF _____

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared RICHARD M. SKORBURG, in his capacity as President of ROBINSON RIDGE ESTATES GP CORPORATION, a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that ROBINSON RIDGE ESTATES GP CORPORATION is the General Partner of **ROBINSON RIDGE ESTATES, LTD.**, a Texas Limited Partnership, and that he executed the same on behalf of and as the act of the Texas Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2012.

Notary Public _____ County, Texas
My commission expires _____

EXHIBIT A
ORIGINAL AGREEMENT

EXHIBIT B
AMENDED AGREEMENT