

AFTER RECORDING, RETURN TO:

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

**SECOND AMENDED AND RESTATED  
DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF MCKINNEY, TEXAS  
BLUE STAR LAND L.P.  
206 MCKINNEY, LLC  
AND  
D.R. HORTON, INC.  
as Transferees of  
CUSTER WEST PARTNERS, L.P.,  
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 the land included in the development known as "West of Custer Property" to others such that the entirety of the land is owned by transferees, Blue Star Land L.P. and D.R. Horton, Inc. which transferees desire that the annexed additional land to be included in the development known as "West of Custer Property" and further which transferees desire to be subject to the same rights and obligations of the 1986 Agreement which CWP assumed in 2000 and the 2005 First Amended and Restated Development Agreement as amended 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, Blue Star Land L.P., 206 McKinney, LLC, and D.R. Horton, Inc. 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 restated herein and be modified according to the additions contained in the restated text and exhibits which are attached hereto. All obligations of Blue Star Land L.P., 206 McKinney, LLC, D.R. Horton and the City shall be governed by the terms of this agreement as of the effective date hereof. CWP shall not be released from its obligations unless such release has been otherwise effected by the terms hereof. The agreement shall 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 Blue Star Land L.P., 206 McKinney, LLC, and D.R. Horton, Inc., jointly and severally, as Custer West Partners, L.P.’s transferees to that West of Custer Property, desires to assume same pursuant to this 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.

## 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 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., its grantees, transferees, assigns, successors, trustees and/or representatives and all others holding any interest now or in the future, including Blue Star Land, L.P., 206 McKinney, LLC, and D.R. Horton, Inc.

- C. **“Development”** shall mean all property and improvements within the West of Custer Property depicted on Exhibit “A” attached hereto and incorporated herein by reference.
- D. **“Impact Fees”** shall mean those fees imposed by ordinance in accordance with Chapter 395 of the Texas Local Government Code and as such are defined in said ordinance and Chapter.
- E. **“Roadway”** shall mean any street, thoroughfare, road, arterial or collector, including any required left-turn or right-turn lanes required by city ordinance.
- F. **“Vehicle-Mile”** shall mean the number of new trips generated by a unit of development during the peak p.m. hour times the length of each new trip.

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

This Second Amended and Restated Development Agreement shall supersede and replace the April 21, 2005 First Amended and Restated Development Agreement in its entirety, as to the Development defined herein.

III. Platting, Zoning and Building Permits.

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

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

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

treatment capacity if such capacity is present and available from N.T.M.W.D. The City shall be the sole judge of the availability of such capacity to supply water and/or wastewater services, provided, however, that the City will use its best efforts to insure that said water supply and wastewater treatment capacity are available.

V. Public Improvements.

A. Design Criteria, Review of Plans and Construction.

1. All public improvements constructed in the Development shall be designed and constructed in accordance with the then current standards, specifications and procedures as adopted by the City. All engineering studies and construction plans shall be submitted to the City Engineer for review and approval at the time of platting or at such other time as may be deemed appropriate by the City Engineer, but in any case prior to commencement of any construction. Such plans shall be subject to approval by the City Engineer or his agent prior to approval of a Development Permit.
2. Construction of all public improvements shall be subject to routine review by the City Engineer or his agent to evaluate conformance with the construction plans and City standards and specifications. Such review and evaluation shall not relieve the Developer, its engineer or agent, of its obligations for the design, construction and maintenance of the improvements as set out in this Development Agreement and other relevant ordinances of the City. Any modification, review or evaluation by the City Engineer shall substantially conform to accepted engineering practices.
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.

B. Streets and Associated Improvements.

1. In conjunction with the platting of rights-of-way and/or lands which are adjacent and contiguous to rights-of-way, the Developer shall fund, construct, and dedicate, at no cost to the City, the roadways, sidewalks, landscaping, irrigation and drainage improvements, utilities, street lighting and signage, and all other improvements within or adjacent to the

Development that may be required by the City, unless otherwise provided herein. Notwithstanding the foregoing, Developer shall be responsible for dedicating and platting only the right-of-way for that portion of Custer Road / F.M. 2478 adjacent and contiguous to Developer's property. Save and except the funding and construction of the sidewalks adjacent to Custer Road which Developer expressly agrees to provide, any construction of Custer Road shall be the responsibility of City, the State or third-parties. For any applicable segment of Coit Road wherein the City of Frisco, Texas or its contractor, developer or any third-party agrees to fully-construct the full, 4 lane cross-section thereof, Developer shall simultaneously dedicate the necessary right-of-way for the northbound 2 lanes of Coit Road for such segment.

2. The Developer shall fund and construct, except for Custer Road as set forth in Section V.B. (1) hereinabove, all roadways within the Development, subject to the construction standards provided herein. Said roadways shall be constructed in accordance with Exhibit "A-2" and Exhibit "D" and as further supplemented by Exhibits "E" and "F" attached hereto and incorporated by reference. Notwithstanding any provision hereof or any exhibit to the contrary, the approximately 600' segment of roadway of Independence Parkway immediately south of Virginia Parkway shall be completed by Developer on or before December 31, 2013. Notwithstanding any provision hereof or any exhibit to the contrary, the segment of roadway of Virginia Parkway 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 December 31, 2013. Notwithstanding provision hereof or any exhibit to the contrary, 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 the internal collector roadway within Planning Area 17 shall be completed by Developer



simultaneously with the filing of a Record Plat covering any residential or commercial lot in Planning Area 17 other than those lots in Phase I of Planning Area 17. Notwithstanding provision hereof or any exhibit to the contrary, 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 simultaneously with the completion and connection of the internal collector roadway within Planning Area 15 with Coit Road. Notwithstanding any provision in this Agreement to the contrary and as a condition to receiving water, sewer and roadway impact fee credits for the commercial and residential units in Planning Area 17, Developer shall commence engineering design and a master drainage study upon the execution hereof but in no event later than February 16, 2011 and commence construction of at least one of the following infrastructure components: roadway, sewer, water and related public improvements in and serving Planning Area 17, as specifically depicted on Exhibit "F", on or before May 31, 2011 and complete, receiving final acceptance thereof, of such depicted improvements on or before May 31, 2012.

3. Developer shall construct roadways in accordance with the City's then current Thoroughfare Plan, Zoning Ordinance 1270, as amended, Subdivision Ordinance 1290, as amended, and Exhibit "A-2" and Exhibit "D" and as further supplemented by Exhibits "E" and "F". Developer shall be responsible for all acquisition costs in obtaining the necessary temporary and permanent easements (or right-of-way) for any roadways to be constructed under Section V.B., including, but not limited to, easements for roadways depicted on Exhibits "A-2", "D", "E", and "F". Roadways depicted on Exhibit "A-2" and Exhibit "D" and as further supplemented by Exhibits "E" and "F" shall be designed and bonded (with provisions similar to those contained in the Construction Facilities Agreement for Required Improvements for Crimson Ridge dated October 23, 1996), or actually constructed (i) prior to and as a condition of acceptance of improvements, for platted property developed solely by Developer, or (ii) prior to the sale to any third-party for platted or unplatted property developed solely or partially by third-party successors or transferees. In addition to all other remedies

available to the City, and upon written notice and thirty (30) days opportunity to cure, if Developer fails to construct any required roadway for which credits have been issued, the credits pool for roadway impact fees shall be automatically reduced by an amount equivalent to the number of vehicle miles to be supplied by such roadway.

4. In the event that the City adopts a roadway impact fee ordinance, Developer shall be entitled to roadway impact fee credits in an amount equivalent to the maximum aggregate number of residential units available to be developed in the Development (as defined herein) as shown on the Computed Master Plan Matrix, Exhibit "C". Notwithstanding the above, in the event Developer defaults under Section V.B.(2), the Developer shall pay water, sewer and roadway impact fees for the next 576\_residential units developed at the fee amounts then in effect until fully paid. Once fully paid, 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.(2), the Developer shall pay water, sewer and roadway impact fees for the next 1,591,000 square feet of non-residential structures developed payable at the fee amounts then in effect until fully paid. Once fully paid, the remaining units in the Development shall have non-residential water, sewer and roadway impact fee credits in accordance with the first sentence of this Section.
6. Developer hereby waives any right to collect or receive reimbursement of linear pro rata construction costs for offsite roadway facilities from the City or other developers who subsequently develop abutting roadways installed by Developer.

7. If the maximum aggregate amount of development units for the Development is increased by subsequent rezoning or amendment to the Computed Master Plan Matrix, the Developer shall pay roadway impact fees, then in effect, for the units representing the increase over the maximum aggregate number of units contained on the Computed Master Plan Matrix. If the Developer increases the number of units over the maximum number of units contained in the Computed Master Plan Matrix in any one area of the Matrix, and simultaneously reduces the number of units in another area of the Matrix such that the aggregate amount of development units does not exceed the maximum aggregate number of units contained in the Computed Master Plan Matrix, the Developer will not have to pay any impact fees for such increase in units for the area in which the development units are increased.

C. Water and Wastewater Facilities.

1. The Developer shall fund and construct, at its cost, all water and wastewater facilities, whether onsite or offsite, and dedicate the same to the City, as shown on Exhibits “A-3”, “A-4”, and Exhibit “D” and as further supplemented on Exhibits “E” and “F” attached hereto and incorporated herein by reference.
2. Specific Water Main facilities to be constructed by the Developer shall include all facilities as are shown on the Water Master Plan, as shown on Exhibits “A-4” and “D” and as further supplemented by Exhibits “E” and “F” attached hereto and incorporated herein by reference, or as such may be modified by the City Engineer at the time of platting or construction plan approval. Developer shall be responsible for all acquisition costs in obtaining the necessary temporary and permanent easements for any Water Main facilities to be constructed under Section V.C., including, but not limited to, easements for those Water Main facilities depicted on Exhibits “A-4”, “D”, “E”, and “F”.
3. Specific Wastewater Main facilities to be constructed by Developer shall include all wastewater facilities as are shown on the Sewer Master Plan, as shown on Exhibits “A-3” and “D” and as further supplemented by Exhibits “E” and “F” attached hereto and incorporated herein by reference, or as such may be modified by the City Engineer at the time of

platting or construction plan approval. Developer shall be responsible for all acquisition costs in obtaining the necessary temporary and permanent easements for any Wastewater Main facilities to be constructed under Section V.C., including, but not limited to, easements for those Wastewater Main facilities depicted on Exhibits “A-3”, “D”, “E”, and “F”.

4. Water distribution mains sized according to the Water Master Plan, as shown on Exhibits “A-3”, “A-4”, and Exhibit “D” and as further supplemented by Exhibits “E” and “F” attached hereto and incorporated herein by reference, shall be constructed as the roadways within the Development are constructed, unless the timing of construction is otherwise indicated on the exhibit. The size and location of said mains may be modified by the City Engineer at the time of platting; however the incremental cost of any increase in the size of said mains, not attributable to any increased density in the Development, shall be at the City’s cost payable as a reimbursement to Developer.
5. The water and wastewater facilities necessary to serve the proposed areas of the Development shall be installed prior to the issuance of a certificate of occupancy within any area served by said facilities.
6. As additional consideration for Developer funding and constructing the improvements and facilities set forth in this Section V, upon full execution of this 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. 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 necessary sites and improvements to the City. 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 purposes. City shall have the sole discretion of which interests are necessary for public purposes. 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 one (1) year 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 platting 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, and the City shall be further authorized to file this instrument in the Mechanic's Lien records of Collin County as a Mechanic's 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.
- B. 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 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 credits granted hereunder are proportional to the excess capacity supplied, or to be supplied in Developer's performance of its obligations.

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

XIX. Indemnification / Continuing Obligation.

A. Except to the extent the City is adjudicated to be in default under this Second Amended and Restated Development Agreement or Custer West Partners, L.P., Blue Star Land L.P., 206 McKinney, LLC, and D.R. Horton, Inc. are otherwise released in writing under Section XXI or Section XXII, Custer West Partners, L.P., Blue Star Land L.P., 206 McKinney, LLC, and D.R. Horton, Inc. 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.

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. Custer West Partners, L.P., Blue Star Land, L.P., 206

McKinney, LLC, and D.R. Horton, Inc. 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, Custer West Partners, L.P., Blue Star Land, L.P., 206 McKinney, LLC, and D.R. Horton, Inc. 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, its 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.

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 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. 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. 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 Land L.P.  
                                  Address  
                                  Dallas, Texas Zip  
                                  Attn:

To Developer:           D.R. Horton, Inc.  
                                  Address  
                                  Dallas, Texas Zip

To Developer:           206 McKinney, LLC  
                                  Address  
                                  Dallas, Texas Zip  
                                  Attn: Randall Van Wolfswinkel, Manager

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 indicating the number of credits and/or vehicle miles remaining pursuant to this Second Amended and Restated Development Agreement. This provision is for the purpose of providing lenders 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.

2. Effective Date.

The Effective Date shall be February \_\_, 2011.

***CITY OF MCKINNEY***

By \_\_\_\_\_  
RICK CHAFFIN  
Interim City Manager

ATTEST:

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

**BLUE STAR LAND L.P.**

By: \_\_\_\_\_, its general  
partner

By: \_\_\_\_\_  
Insert Name  
President

**D.R. HORTON, INC.**

By: \_\_\_\_\_  
Insert Name  
President

**206 MCKINNEY, LLC**

By: \_\_\_\_\_  
Randall Van Wolfswinkel  
Manager

STATE OF TEXAS  
COUNTY OF COLLIN

This instrument was acknowledged before me on the \_\_\_\_\_ day of February, 2011, by RICK CHAFFIN, Interim City Manager of the **CITY OF MCKINNEY**, a Texas municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF COLLIN

This instrument was acknowledged before me on the \_\_\_\_\_ day of February, 2011, by \_\_\_\_\_, President of **D.R. HORTON, INC.**, a Texas corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on the \_\_\_\_\_ day of February, 2011, by Randall Van Wolfswinkel, Manager of **206 MCKINNEY, LLC**, a Texas limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF COLLIN

This instrument was acknowledged before me on the \_\_\_\_\_ day of February, 2011, by \_\_\_\_\_, President of \_\_\_\_\_, a Texas corporation, the general partner of **BLUE STAR LAND L.P.**, a Texas limited partnership, on behalf of said partnership.

\_\_\_\_\_  
Notary Public, State of Texas

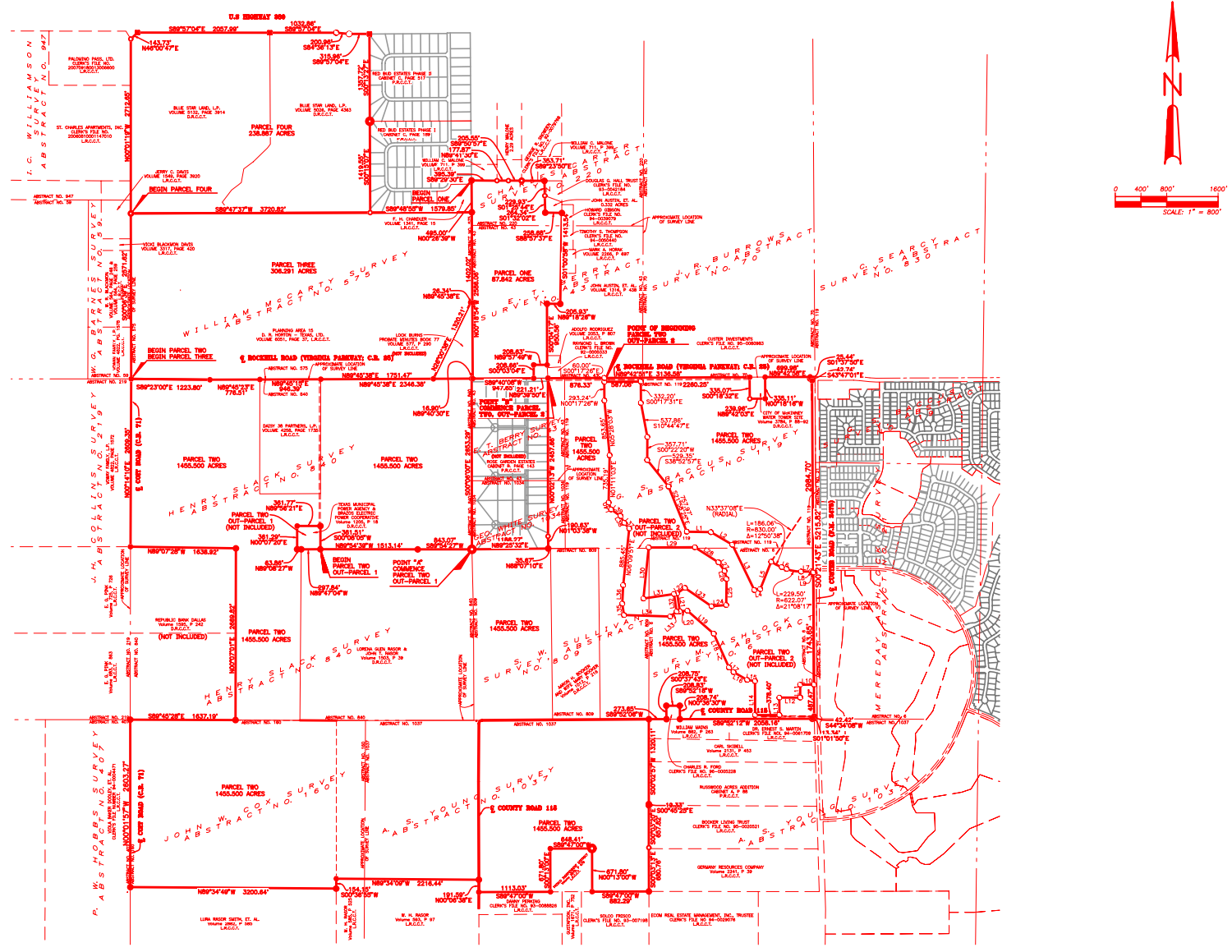
PREPARED IN THE OFFICES OF:

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

**EXHIBIT A**

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





- LEGEND**
- PARCEL BOUNDARY
  - SET 1/2" CAPPED IRON REBAR
  - FOUND 1/2" CAPPED IRON REBAR (PETSCHKE & ASSOC., INC.)
  - FOUND 1/2" CAPPED IRON REBAR (HUITT-ZOLLARS)
  - FOUND 1/2" IRON REBAR
  - FOUND 5/8" CAPPED IRON REBAR (GEER)
  - FOUND 5/8" IRON REBAR
  - FOUND 1" IRON REBAR
  - FOUND 4"x4" CONCRETE RIGHT-OF-WAY MONUMENT
  - Δ CENTRAL ANGLE OF CURVE
  - R RADIUS OF CURVE
  - L ARC LENGTH OF CURVE
  - T TANGENT LENGTH OF CURVE
  - FR FOUND IRON REBAR
  - FCR FOUND CAPPED IRON REBAR
  - L.R.C.C.T. LAND RECORDS OF COLLIN COUNTY, TEXAS
  - P.R.C.C.T. PLAT RECORDS OF COLLIN COUNTY, TEXAS
  - R.O.W. RIGHT-OF-WAY

Bearings shown are relative to a line from a 1/2" iron rebar found at the intersection of the north right-of-way line of Virginia Parkway with the east right-of-way line of Custer Road to a 1/2" capped iron rebar (HUITT-ZOLLARS) found 305.03 feet east of the Northeast corner of Stonebridge Estates (Cabinet 1, Page 468, of the Plat Records of Collin County, Texas), having a record bearing of S89°40'52"E, a record distance of 11629.96 feet, and a measured length of 11630.02 feet, as shown on Sheets 1 and 11, of 23, Petschke & Associates Project Number 95200-21.

LINE#	BEARING	DISTANCE
L1	S89°00'00"E	376.00'
L2	S89°38'41"E	386.40'
L3	S85°53'38"E	784.60'
L4	N80°13'55"E	31.80'
L5	N21°43'58"E	458.93'
L6	S89°13'00"E	80.30'
L7	N89°38'13"E	160.00'
L8	S45°21'47"E	21.21'
L9	N89°58'13"E	14.97'
L10	S89°58'13"E	214.94'
L11	S00°21'47"E	189.74'
L12	S89°51'50"W	324.69'
L13	S00°08'10"E	270.31'
L14	N00°08'10"W	527.56'
L15	N81°03'45"W	123.45'
L16	N60°02'36"W	244.17'
L17	N44°36'39"W	99.92'
L18	N241°6'53"W	576.01'
L19	N48°58'01"W	544.03'
L20	S85°41'7"E	117.80'
L21	N08°25'31"W	283.52'
L22	N55°05'01"E	146.49'
L23	S89°51'50"W	195.89'
L24	N85°19'44"E	228.36'
L25	N00°47'40"E	406.50'
L26	N14°08'49"W	126.40'
L27	N34°50'36"W	165.08'
L28	N57°25'11"W	436.49'
L29	S89°44'44"W	717.83'
L30	S05°14'7"W	708.54'
L31	N81°34'50"E	480.81'
L32	S08°25'31"E	275.26'
L33	S21°58'18"W	176.89'
L34	N88°08'13"W	718.56'
L35	N08°25'31"W	179.61'
L36	N02°40'26"E	287.33'
L37	N41°50'45"W	117.15'
L38	N28°21'20"W	120.74'
L39	N55°07'23"W	180.59'
L40	N19°22'47"W	112.80'

**MASTER BOUNDARY PLAT  
WEST OF CUSTER  
ROAD DEVELOPMENT**

BEING 2088.520 ACRES SITUATED IN THE F. M. ASHLOCK, ABSTRACT NUMBER 6, THE E. T. BERRY SURVEY, ABSTRACT NUMBER 43, THE G. S. BACOUS SURVEY, ABSTRACT NUMBER 119, THE JOHN W. COX SURVEY, ABSTRACT NUMBER 160, THE CHARLES CARTER SURVEY, ABSTRACT NUMBER 220, THE WILLIAM MCCARTY SURVEY, ABSTRACT NO. 575, THE S. W. SULLIVAN SURVEY, ABSTRACT NUMBER 809, THE HENRY SLACK SURVEY, ABSTRACT NUMBER 840, THE GEORGE WHITE SURVEY, ABSTRACT NUMBER 1034 AND THE A. S. YOUNG SURVEY, ABSTRACT NUMBER 1037, CITY OF MCKINNEY, COLLIN COUNTY, TEXAS.

**PETSCHKE & ASSOCIATES, INC.**  
Professional Engineers - Land Surveyors - Development Consultants

2301 Metcalfen Boulevard, Suite 6, West Palm Beach, Florida 33407 (561) 640-3000  
6900 Virginia Parkway, Suite 214, McKinney, Texas 75070 (972) 562-9506

Drawn by: HAAS	Date: 12-2-08	SCALE: 1" = 800'	JOB NUMBER: 07-207	SHEET 2
Prepared by: PMV	Checked by: HAAS/PMV			

**EXHIBIT A-1**

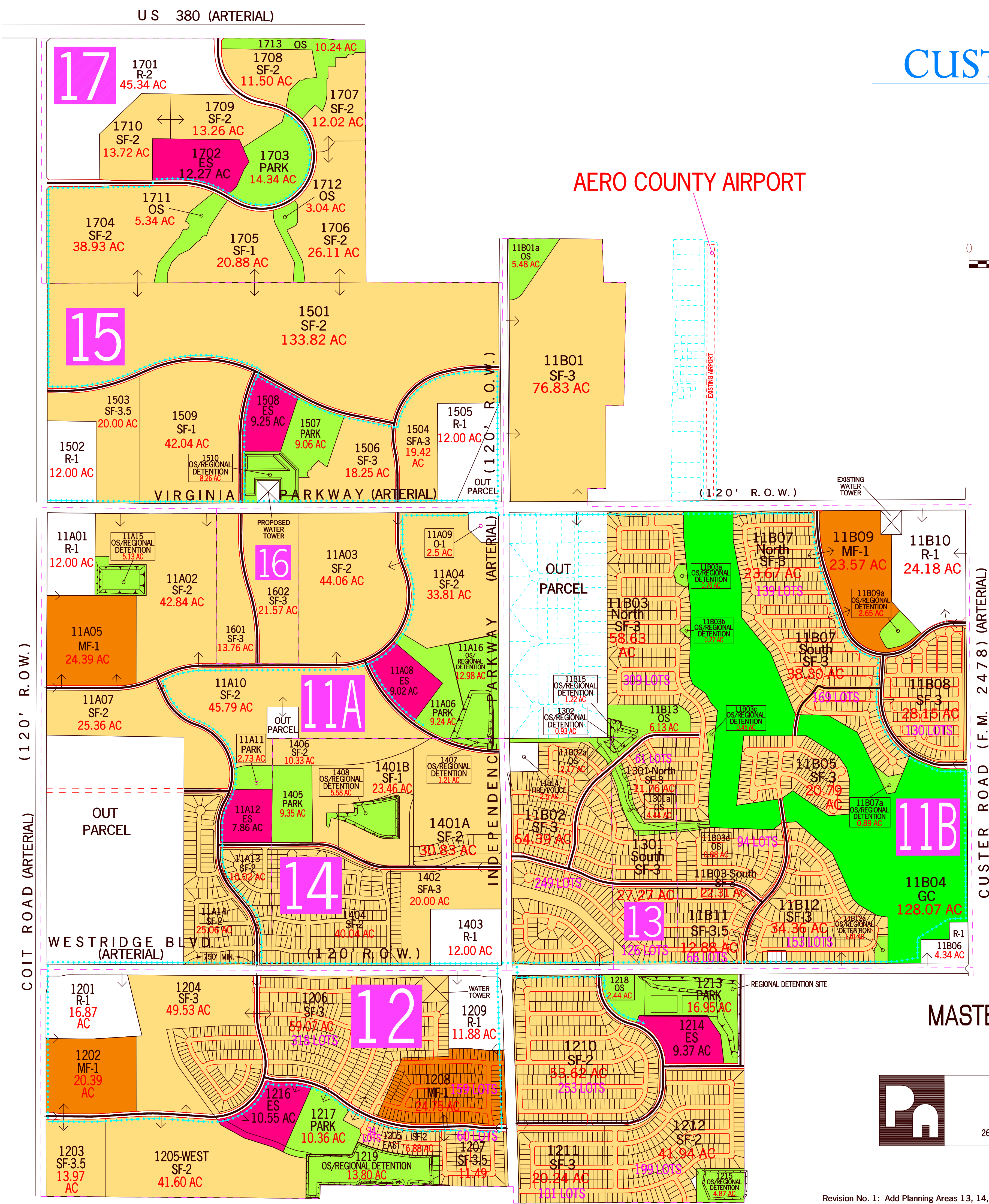
Master General Development Plan



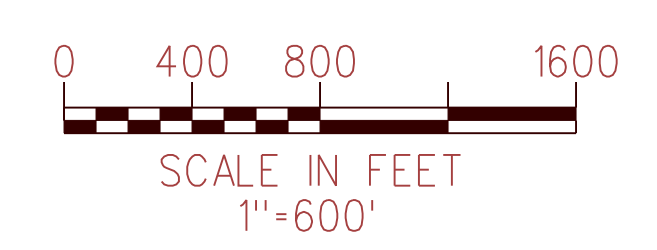
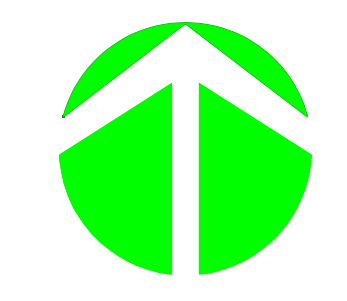
- 1 DENOTES PLANNING AREA NUMBER
- DENOTES PLANNING AREA BOUNDARY
- DENOTES INTERSECTING RESIDENTIAL CIRCULATION STREETS - DRIVEWAY ACCESS MAY BE POSSIBLE
- DENOTES INTERSECTING RESIDENTIAL CIRCULATION STREETS - NO DRIVEWAY ACCESS ALLOWED
- DENOTES EXISTING MEDIAN OPENING LOCATIONS
- DENOTES ACCESS POINTS FOR MAJOR PARCEL ENTRIES. ADDITIONAL MINOR ENTRIES MAY BE ADDED AT PLATTING. POSSIBLE MEDIAN LOCATIONS WILL BE DETERMINED AT TIME OF SITE PLAN REVIEW OF INDIVIDUAL TRACTS

NOTE: NO DRIVEWAY ACCESS WILL BE PERMITTED FOR THE FIRST 200 FEET OFF ARTERIAL ROADWAYS AND FOR THE FIRST 100 FEET OFF OF COLLECTOR STREETS, EXCEPT FOR PA 17 WHICH WILL REQUIRE 120 FEET FOR ACCESS OFF OF COLLECTOR ROADS.

- SF-1 SINGLE FAMILY RESIDENTIAL
- SF-2 SINGLE FAMILY RESIDENTIAL
- SF-3 SINGLE FAMILY RESIDENTIAL
- SF-3.5 SINGLE FAMILY RESIDENTIAL
- MF-1 MULTI FAMILY RESIDENTIAL MEDIUM DENSITY
- MF-2 MULTI FAMILY RESIDENTIAL HIGH DENSITY
- O-1 OFFICE
- O-2 OFFICE
- ML-1 LIGHT MANUFACTURING
- ML-2 LIGHT MANUFACTURING
- R-1 RETAIL
- R-2 RETAIL
- ES ELEMENTARY SCHOOL
- DENOTES HIKE/BIKE TRAIL
- OS OPEN SPACE
- GC GOLF COURSE



# CUSTER WEST



## EXHIBIT A-1

MASTER GENERAL DEVELOPMENT PLAN  
JUNE, 2000

**PETSCH & ASSOCIATES, INC.**  
Professional Engineers - Land Surveyors - Development Consultants  
Texas Registered Engineering Firm F-3252  
2600 Eldorado Pkwy., Suite 240, McKinney, Texas 75070 (972) 562-9606

- Revision No. 1: Add Planning Areas 13, 14, and 15
- Revision No. 2: Revise PA 11A, 11B, 13, 14, & 15 Per City Comments
- Revision No. 3: Add Open Spaces to Planning Areas 11B & 13
- Revision No. 4: Revise Tracts 1401 & 1509 and Collector Streets in PA 11B & 13
- Revision No. 5: Revise Hike & Bike Trail
- Revision No. 6: Revise Tracts 1210, 1211, 1212, 1213, 1214, 1215 & 1218
- Revision No. 7: Revise Tracts 11B03, 11B07 & 1301 to North and South Tracts
- Revision No. 8: Revise Multiple Tracts to show actual lots built and Revise Zoning on other Tracts
- Revision No. 9: Revised SF-2 Parameters, Added PA 16 - Annexation/Zoning
- Revision No. 10: Add Planning Area 17

EXHIBIT A-1



**EXHIBIT A-2**

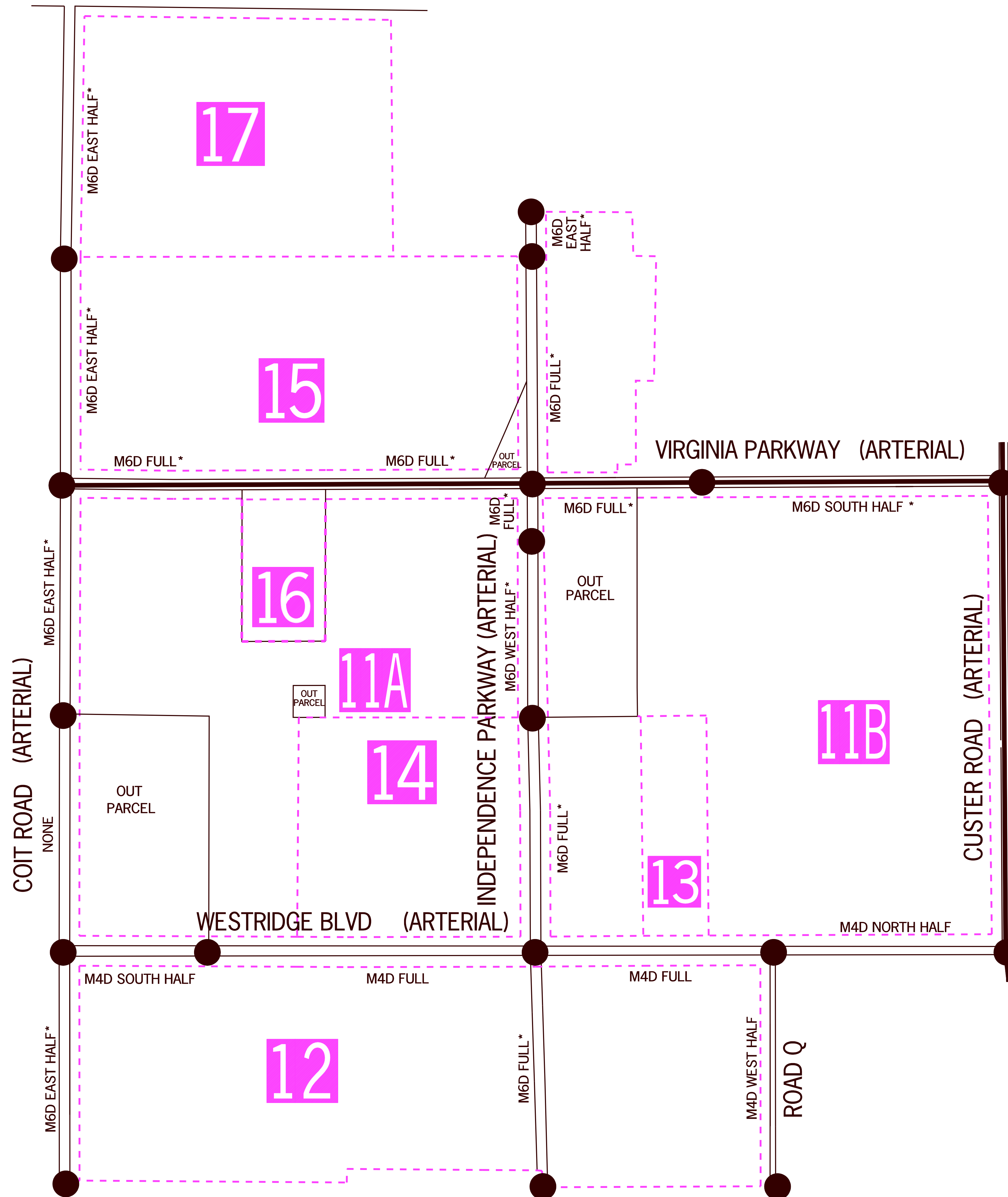
Future roadways to be constructed by Developer

U S 380

# CUSTER WEST



0 400 800 1600  
SCALE IN FEET



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

\* NOTE: THE DEVELOPER IS RESPONSIBLE ONLY FOR THE CONSTRUCTION OF 4 OF THE ULTIMATE 6 LANES (FULL SECTIONS) AND 2 OF ULTIMATE 3 LANES (HALF SECTIONS) ON ALL M6D THOROUGHFARES.

## EXHIBIT A-2

MASTER GENERAL DEVELOPMENT PLAN  
ROADWAY INFRASTRUCTURE EXHIBIT  
JUNE, 2000



**PETSCH & ASSOCIATES, INC.**  
Professional Engineers - Land Surveyors - Development Consultants  
Texas Registered Engineering Firm F-3252  
2600 Eldorado Pkwy., Suite 240, McKinney, Texas 75070 (972) 562-9606

- Revision No. 1: Add Planning Areas 13, 14, and 15.
- Revision No. 2: Revise to reflect new parcel layout (Zoning Case #00-189Z)
- Revision No. 3: Revise to reflect adding new PA 16.
- Revision No. 4: Revise to reflect adding new PA 17 and Revised Development Responsibilities throughout Development.

EXHIBIT A-2



**EXHIBIT A-3**

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

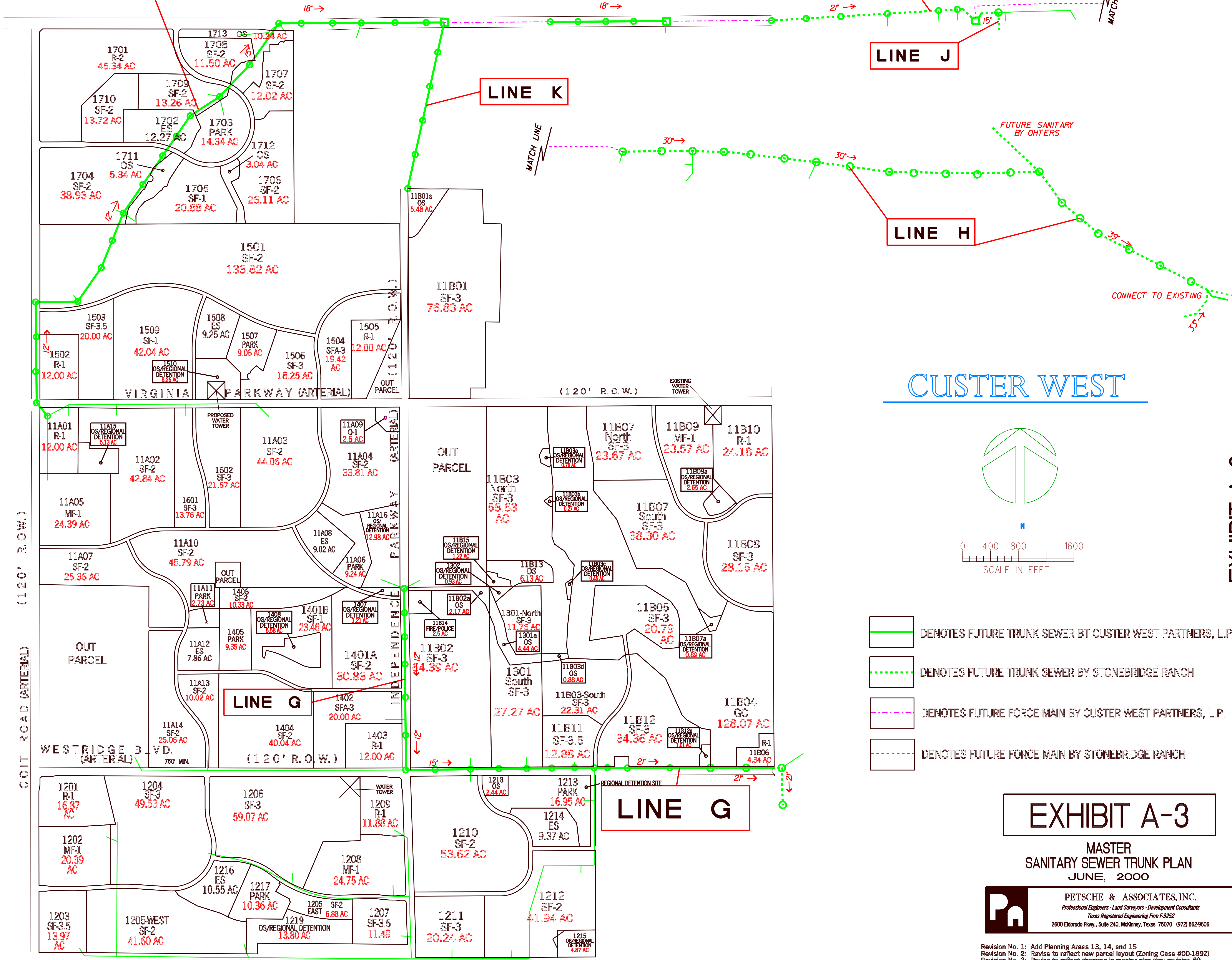
LINE H

LINE H

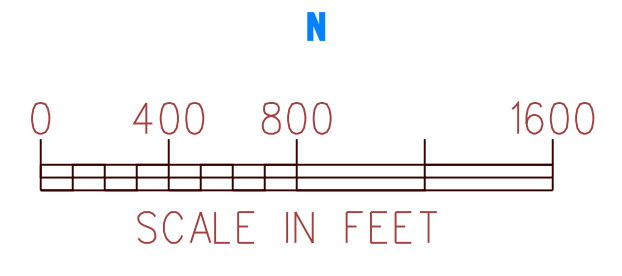
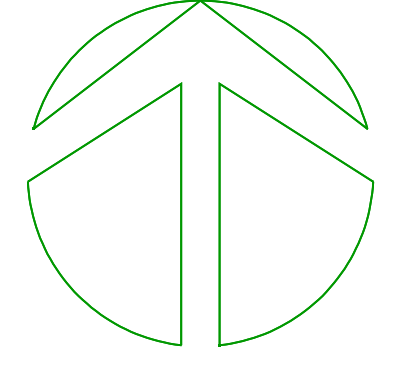
LINE J

LINE K

LINE H



# CUSTER WEST



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

## EXHIBIT A-3

MASTER  
SANITARY SEWER TRUNK PLAN  
JUNE, 2000

**PETSCHÉ & ASSOCIATES, INC.**  
Professional Engineers - Land Surveyors - Development Consultants  
Texas Registered Engineering Firm F-3262  
2600 Eldorado Pkwy., Suite 240, McKinney, Texas 75070 (972) 562-9606

Revision No. 1: Add Planning Areas 13, 14, and 15  
Revision No. 2: Revise to reflect new parcel layout (Zoning Case #00-1892)  
Revision No. 3: Revise to reflect changes in master plan thru revision #9.  
Revision No. 4: Revise to reflect changes in master plan thru revision #10.

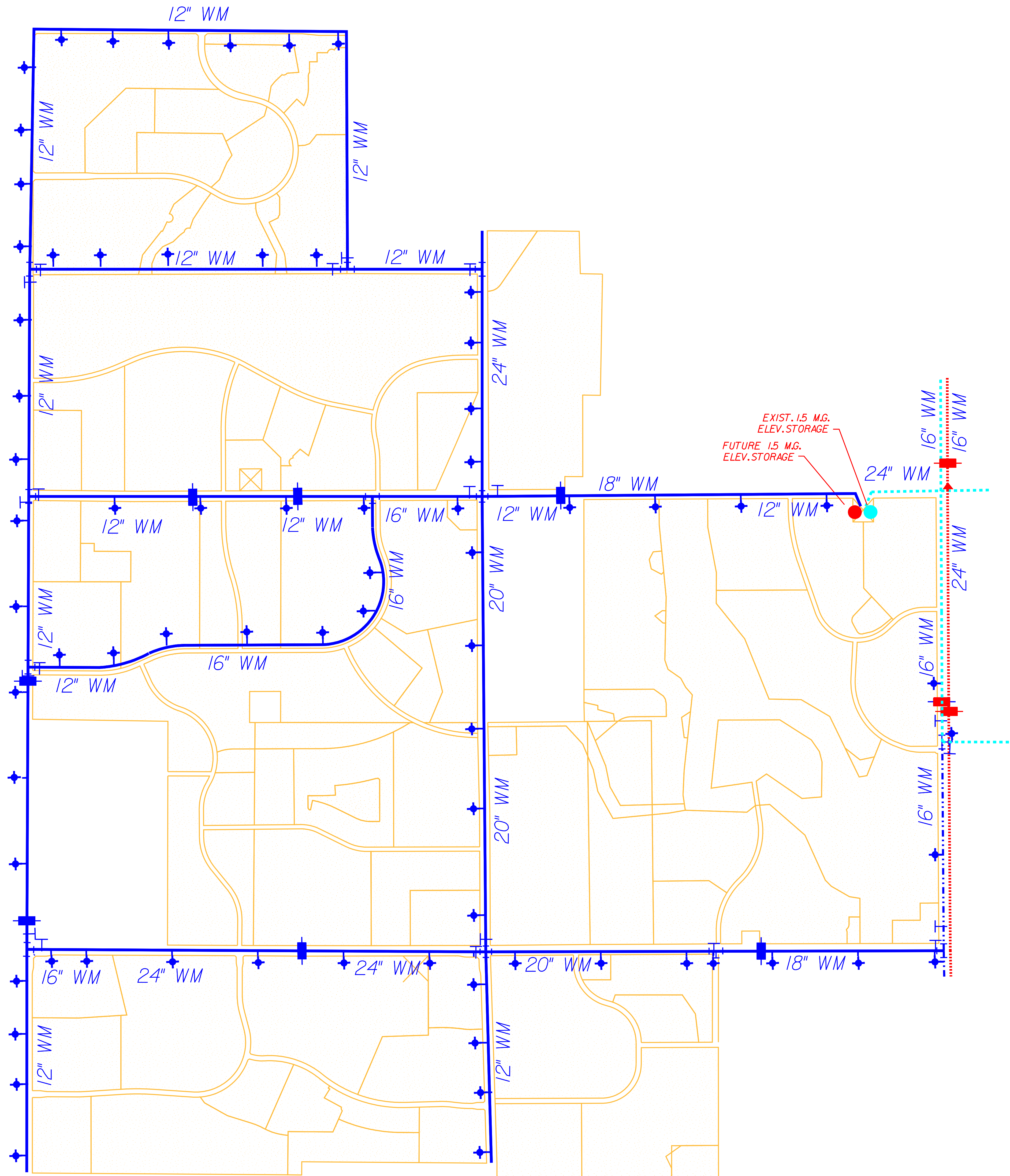
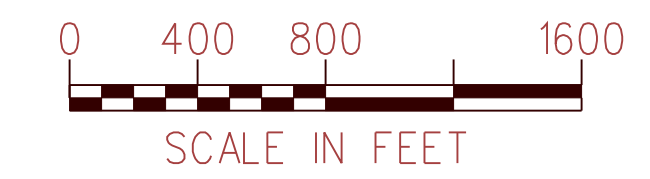
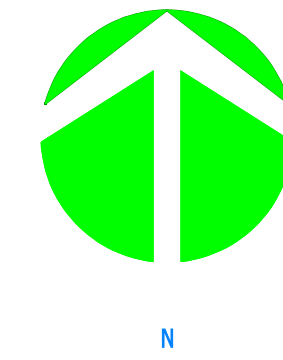
EXHIBIT A-3

**EXHIBIT A-4**

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



# CUSTER WEST



- DENOTES FUTURE WATER MAIN BY CUSTER WEST PARTNERS, L.P.
- DENOTES FUTURE OFF-SITE WATER MAIN BY STONEBRIDGE RANCH
- DENOTES FUTURE OFF-SITE WATER MAIN BY CITY
- DENOTES EXISTING WATERMAIN
- DENOTES FUTURE WATER MAIN BY STONEBRIDGE RANCH

## EXHIBIT A-4

PORTION of CITY OF MCKINNEY  
WATER DISTRIBUTION SYSTEM

JUNE, 2000



**PETSCH & ASSOCIATES, INC.**  
Professional Engineers - Land Surveyors - Development Consultants  
Texas Registered Engineering Firm F-3252  
2600 Eldorado Pkwy., Suite 240, McKinney, Texas 75070 (972) 562-9606

NOTE: BASED ON CITY OF MCKINNEY WATER DISTRIBUTION SYSTEM PLAN DATED 9/08

This map is an artist's rendering and is subject to change at the sole discretion of Stonebridge Ranch. The location and depiction of those areas already developed and those areas to be developed are approximate and may not accurately reflect future development. Westerra Stonebridge, L.P. and its affiliates make no representations or warranties as to when or if the development herein will occur.

- Revision No. 1: Add Planning Areas 13, 14, and 15
- Revision No. 2: Revise to reflect new parcel layout (Zoning Case #00-189Z)
- Revision No. 3: Revise to reflect changes in master plan thru revision #9.
- Revision No. 4: Revise to reflect changes in master plan thru revision #10 and Additional Responsibilities Throughout Development

EXHIBIT A-4

**EXHIBIT C**

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

## COMPUTED MASTER PLAN

### PLANNING AREA 11A

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

### PLANNING AREA 11B

TRACT NO.	GROSS AC	ROW AC	NET AC	% TRACT	Zoning Classification	Min Lot Area	Min Lot Width	Min Lot Depth	Max Height	Min Front Yard	Min Rear Yard	Min Side Yard	Max Lot cover	Min Corner Side Yard	DU/AC	MAX. NO. DU's	POP/UNIT	PROJECTED POPULATION
11B01	87.78	5.47	76.83	14.32	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' btwn bldgs	60%	15'	6.1	472	3	1,416
11B01a			5.48	0.00	OS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B02	71.37	4.81	64.39	11.64	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' btwn bldgs	60%	15'	3.9	249	3	747
11B02a			2.17	0.00	OS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B03-N	62.20	1.21	58.63	10.15	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' btwn bldgs	60%	15'	5.3	309	3	927
11B03-S	22.96	0.65	22.31	3.75	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' btwn bldgs	60%	15'	4.2	94	3	282
11B03a			0.76	0.00	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B03b			0.27	0.00	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B03c			0.45	0.00	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B03d			0.88	0.00	OS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B04	129.84	1.77	128.07	21.18	GC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B05	20.79	0.00	20.79	3.39	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' btwn bldgs	60%	15'	5.2	108	3	324
11B06	5.07	0.73	4.34	0.83	R-1	N/A	N/A	N/A	35'	25'	0'(b)	0'(d)	50%	15'	.40 FAR	N/A	N/A	N/A
11B07-N	25.59	1.92	23.67	4.17	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' btwn bldgs	60%	15'	5.9	139	3	417
11B07-S	40.44	1.25	38.30	6.60	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' btwn bldgs	60%	15'	4.4	169	3	507
11B07a			0.89	0.00	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B08	29.90	1.75	28.15	4.88	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' btwn bldgs	60%	15'	4.6	130	3	390
11B09	28.63	2.41	23.57	4.67	MF-1	1800 SF	50'	100'	50'	20'(e)	10'(c)	7'	80%	15'	10.1	239	2	430
11B09a			2.65	0.00	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B10	25.46	1.28	24.18	4.15	R-1	N/A	N/A	N/A	35'	25'	0'(b)	0'(d)	50%	15'	.40 FAR	N/A	N/A	N/A
11B11	14.27	1.39	12.88	2.33	SF-3.5	3300 SF	50'	55'	35'	0'	5'	10' Between Bldgs	60%	0'	5.1	66	3.0	198
11B12	38.36	2.99	34.36	6.26	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' btwn bldgs	60%	15'	4.5	153	3	459
11B12a			1.01	0.00	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B13	6.13	0.00	6.13	1.00	OS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11B14	2.95	0.45	2.50	0.48	R-1	N/A	N/A	N/A	35'	25'	0'(b)	0'(d)	50%	15'	.40 FAR	N/A	N/A	N/A
11B15	1.22	0.00	1.22	0.20	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL:	612.96	28.08	584.88	100.00												2,128		6,097

## PLANNING AREA 12

TRACT NO.	GROSS AC	ROW AC	NET AC	% TRACT	Zoning Classification	Min Lot Area	Min Lot Width	Min Lot Depth	Max Height	Min Front Yard	Min Rear Yard	Min Side Yard	Max Lot cover	Min Corner Side Yard	DU/AC	MAX. NO. DU's	POP/UNIT	PROJECTED POPULATION
1201	19.36	2.49	16.87	4.04	R-1	N/A	N/A	N/A	35'	25'	0'(b)	0'(d)	50%	15'	.40 FAR	N/A	N/A	N/A
1202	22.37	1.98	20.39	4.66	MF-1	1800 SF	50'	100'	50'	20'(e)	10'(c)	7'	80%	15'	7.5	152	2	274
1203	15.74	1.77	13.97	3.28	SF-3.5	3300 SF	50'	55'	35'	0'	5'	10' Between Bldgs	60%	0'	4.36	61	3	183
1204	53.55	4.02	49.53	11.17	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' btwn bldgs	60%	15'	6.3	313	3	939
1205-E	7.76	0.88	6.88	1.62	SF-2	6000 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	4.9	34	3	102
1205-W	42.36	0.76	41.60	8.83	SF-2	5500 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	4.6	192	3	576
1206	63.89	4.82	59.07	13.32	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' btwn bldgs	60%	15'	5.4	318	3	954
1207	12.94	1.45	11.49	2.70	SF-3.5	3300 SF	50'	55'	35'	0'	5'	10' Between Bldgs	60%	0'	5.2	60	3	180
1208	27.04	2.29	24.75	5.64	MF-1	1800 SF	50'	100'	50'	20'(e)	10'(c)	7'	80%	15'	6.4	159	3	477
1209	14.11	2.23	11.88	2.94	R-1	N/A	N/A	N/A	35'	25'	0'(b)	0'(d)	50%	15'	.40 FAR	N/A	N/A	N/A
1210	59.83	6.21	53.62	12.47	SF-2	6000 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	4.7	253	3	759
1211	22.19	1.95	20.24	4.63	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' btwn bldgs	60%	15'	5.0	101	3	303
1212	43.35	1.41	41.94	9.04	SF-2	6000 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	4.7	199	3	597
1213	20.81	3.86	16.95	4.34	P	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1214	10.26	0.89	9.37	2.14	ES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1215	4.87	0.00	4.87	1.02	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1216	11.46	0.91	10.55	2.39	ES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1217	10.70	0.34	10.36	2.23	P	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1218	3.21	0.77	2.44	0.67	OS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1219	13.80	0.00	13.80	2.88	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL:	479.60	39.03	440.57	100.00												1,842		5,344

## PLANNING AREA 13

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

## PLANNING AREA 14

TRACT NO.	GROSS AC	ROW AC	NET AC	% TRACT	Zoning Classification	Min Lot Area	Min Lot Width	Min Lot Depth	Max Height	Min Front Yard	Min Rear Yard	Min Side Yard	Max Lot cover	Min Corner Side Yard	DU/AC	MAX. NO. DU's	POP/UNIT	PROJECTED POPULATION
1401A	33.62	2.79	30.83	20.50	SF-2	5500 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	3.7	115	3	345
1401B	24.19	0.73	23.46	14.75	SF-1	7200SF	60'	100'	35'	20'	20'(a)	10 % of Lot Width	60%	15'	3.0	70	3	210
1402	22.02	2.02	20.00	13.43	SFA-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' btwn bldgs	60%	15%	5.3	106	3	318
1403	14.09	2.09	12.00	8.59	R-1	N/A	N/A	N/A	35'	25'	0'(b)	0'(d)	50%	15'	.40 FAR	N/A	N/A	N/A
1404	42.76	2.72	40.04	26.07	SF-2	5500 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	4.3	174	3	522
1405	9.62	0.27	9.35	5.87	P	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1406	10.33	0.00	10.33	6.30	SF-2	5500 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	5.2	54	3	162
1407	1.79	0.58	1.21	1.09	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1408	5.58	0.00	5.58	3.40	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL:	164.00	11.20	152.80	100.00												519		1,557

## PLANNING AREA 15

TRACT NO.	GROSS AC	ROW AC	NET AC	% TRACT	Zoning Classification	Min Lot Area	Min Lot Width	Min Lot Depth	Max Height	Min Front Yard	Min Rear Yard	Min Side Yard	Max Lot cover	Min Corner Side Yard	DU/AC	MAX. NO. DU's	POP/UNIT	PROJECTED POPULATION
1501	140.14	6.32	133.82	45.89	SF-2	5500 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	5.0	671	3	2,013
1502	14.15	2.15	12.00	4.63	R-1	N/A	N/A	N/A	35'	25'	0'(b)	0'(d)	50%	15'	.40 FAR	N/A	N/A	N/A
1503	21.81	1.81	20.00	7.14	SF-3.5	3300 SF	50'	55'	35'	0'	5'	10' Between Bldgs	60%	0'	7.00	140	3.0	420
1504	22.00	2.58	19.42	7.20	SFA-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' btwn bldgs	60%	15%	5.6	109	3.0	327
1505	12.29	0.29	12.00	4.02	R-1	N/A	N/A	N/A	35'	25'	0'(b)	0'(d)	50%	15'	.40 FAR	N/A	N/A	N/A
1506	20.66	2.41	18.25	6.77	SF-3	4000 SF	35'	60'	35'	20'(e)	20'(a)(e)	0' One Side/10' btwn bldgs	60%	15'	5.5	101	3	303
1507	9.40	0.34	9.06	3.08	P	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1508	10.10	0.85	9.25	3.31	ES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1509	45.29	3.25	42.04	14.83	SF-1	7200SF	60'	100'	35'	20'	20'(a)	10 % of Lot Width	60%	15'	3.47	146	3.0	438
1510	9.51	1.25	8.26	3.11	OS/RD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>TOTAL:</b>	<b>305.35</b>	<b>21.25</b>	<b>284.10</b>	<b>100.00</b>												<b>1,167</b>		<b>3,501</b>

## PLANNING AREA 16

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

## PLANNING AREA 17

TRACT NO.	GROSS AC	ROW AC	NET AC	% TRACT	Zoning Classification	Min Lot Area	Min Lot Width	Min Lot Depth	Max Height	Min Front Yard	Min Rear Yard	Min Side Yard	Max Lot cover	Min Corner Side Yard	DU/AC	MAX. NO. DU's	POP/UNIT	PROJECTED POPULATION
1701	48.71	3.37	45.34	20.39	R-2	N/A	N/A	N/A	35'(f)	25'	0'(b)	0'(d)	50%	15'	0.75 FAR	N/A	N/A	N/A
1702	12.88	0.61	12.27	5.39	ES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1703	15.70	1.36	14.34	6.57	P	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1704	41.97	3.04	38.93	17.57	SF-2	5500 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	4.5	175	3	525
1705	21.25	0.37	20.88	8.89	SF-1	7200SF	60'	100'	35'	20'	20'(a)	5'	60%	15'	3.8	80	3	240
1706	26.54	0.43	26.11	11.11	SF-2	5500 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	4.9	129	3	387
1707	12.31	0.29	12.02	5.15	SF-2	5500 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	4.7	56	3	168
1708	12.45	0.95	11.50	5.21	SF-2	5500 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	4.2	48	3	144
1709	13.74	0.48	13.26	5.75	SF-2	5500 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	2.9	39	3	117
1710	14.15	0.43	13.72	5.92	SF-2	5500 SF	50'	90'	35'	20'	20'(a)	5'	60%	15'	3.6	49	3	147
1711	5.47	0.13	5.34	2.29	OS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1712	3.22	0.18	3.04	1.35	OS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1713	10.51	0.27	10.24	4.40	OS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>TOTAL:</b>	<b>238.90</b>	<b>11.91</b>	<b>226.99</b>	<b>100.00</b>												<b>576</b>		<b>1,728</b>

**Total Project Number of Units      8,157**

**Footnotes:**

- (a) Setback may be 10' when adjacent to private recreation open space or 0' when adjacent to lake or water body.
- (b) 25 feet required when abutting any District requiring a rear (side) yard, or where abutting a Golf Course.
- (c) When adjacent to Residential District, the greater rear yard requirement of the two will prevail.
- (d) 15 feet required when abutting any zone requiring a side yard.
- (e) May be reduced to 10' with site plan approval.
- (f) Office, Hotel, & Multi-Family up to 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'


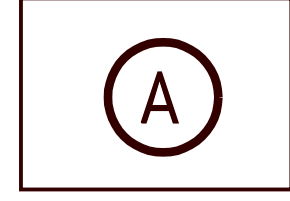
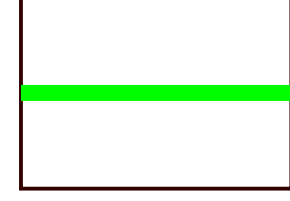
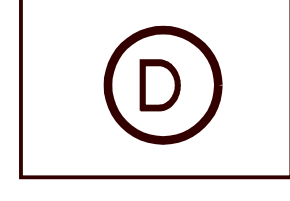
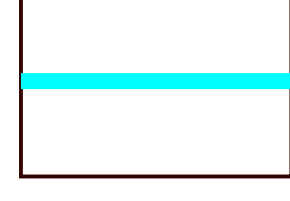


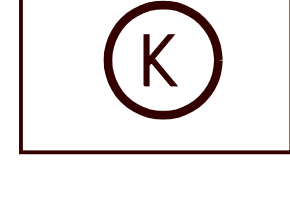
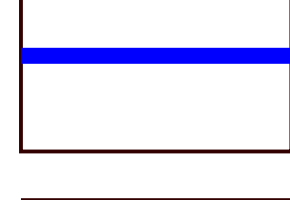

Revised 3-06  
Revised 10-14-10

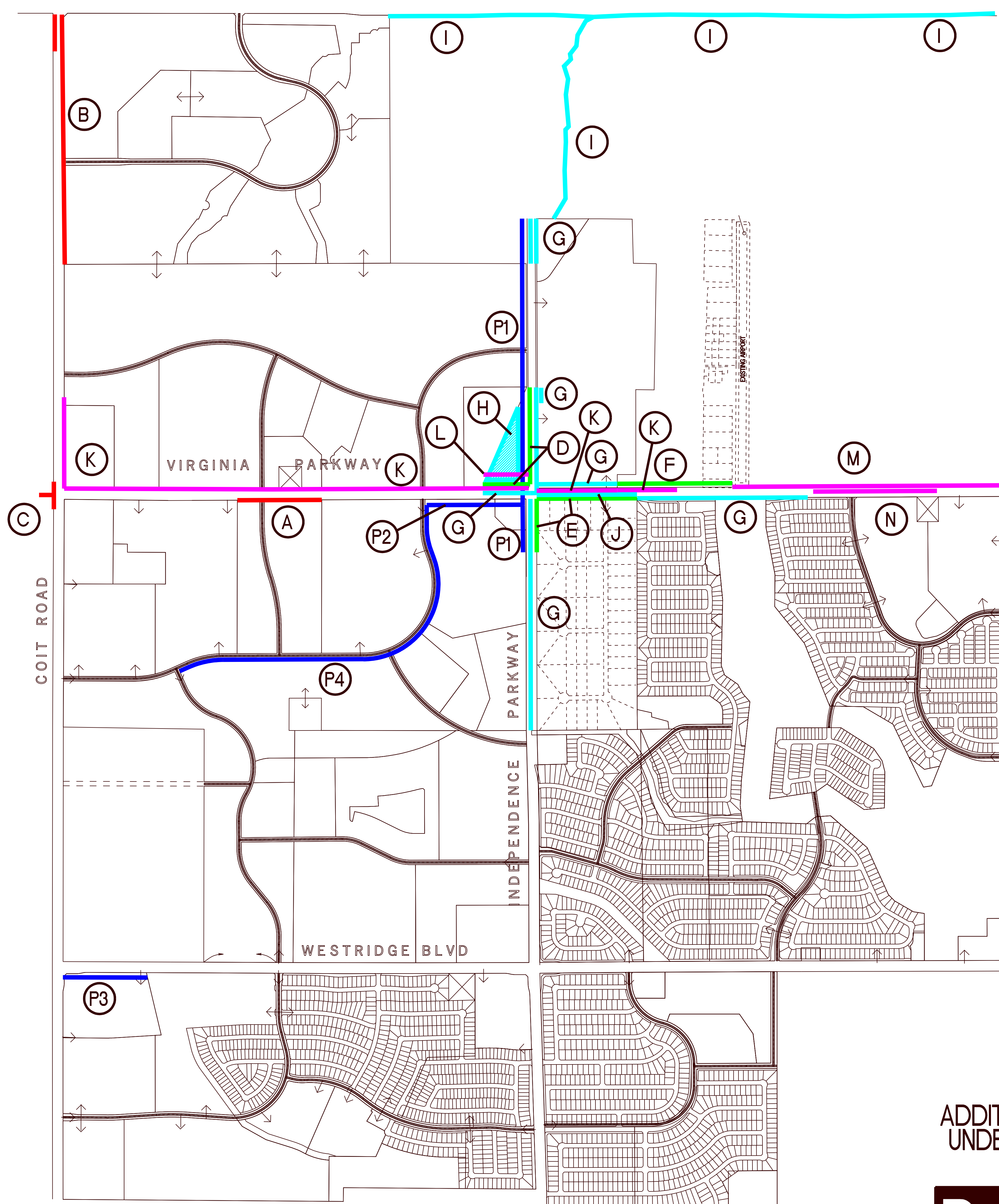


**EXHIBIT D**

Developer's Additional Public Improvement Obligations

U S 380

-  DENOTES ROADWAY CONSTRUCTION AND ROW DEDICATION / ACQUISITION
-  CORRESPONDING MATRIX LINE ITEM
-  DENOTES ROADWAY CONSTRUCTION
-  CORRESPONDING MATRIX LINE ITEM
-  DENOTES ROW RE-EBMURSEMENT / EASEMENT ACQUISITION
-  CORRESPONDING MATRIX LINE ITEM
-  DENOTES MISC ITEMS
-  CORRESPONDING MATRIX LINE ITEM
-  DENOTES WATER LINE UPSIZE LOCATION
-  CORRESPONDING MATRIX LINE ITEM



**ADDITIONAL IMPROVEMENT OBLIGATION  
UNDER PROPOSED AMENDMENT NO. 2**



**PETSCHÉ & ASSOCIATES, INC.**  
 Professional Engineers - Land Surveyors - Development Consultants  
 Texas Registered Engineering Firm F-3252  
 2600 Eldorado Pkwy., Suite 240, McKinney, Texas 75070 (972) 562-9606

**EXHIBIT E**

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

**ADDITIONAL IMPROVEMENT OBLIGATION UNDER PROPOSED AMENDMENT NO. 2**

<b>ADDITIONAL OBLIGATIONS</b>	<b>COST</b>		<b>ADDITIONAL OBLIGATIONS</b>	<b>COST</b>
<b>A.</b> <b><u>VIRGINIA PARKWAY SOUTH HALF ALONG PA 16</u></b>  ROW DEDICATION  CONSTRUCTION COST 950' x \$350 PER FOOT	\$ 332,500.00		<b>I.</b> <b><u>SANITARY SEWER LINE H-3 &amp; K-1 EASEMENT ACQUISITION</u></b>  EASEMENT ACQUISITION	
<b>B.</b> <b><u>COIT ROAD EAST HALF ALONG PA 17 /W FULL INTERSECTION AT US 380</u></b>  ROW DEDICATION  ROW ACQUISITION (FRISCO)  CONSTRUCTION COST 2850' x \$350 PER FOOT  CONSTRUCTION COST FOR ADDITIONAL LANES AT US 380 300' x \$350 PER FOOT	\$ 1,102,500.00		<b>J.</b> <b><u>ADDITIONAL ROW ACQUISITION FOR ROADS (INDEPENDENCE &amp; VIRGINIA)</u></b>  LAND ACQUISITION  ATTORNEY FEES	
<b>C.</b> <b><u>VIRGINIA PARKWAY &amp; COIT ROAD INTERSECTION IN FRISCO</u></b>  CONSTRUCTION COST ROAD 100' x \$700 PER FOOT  CONSTRUCTION COST TRANSITION 900' x \$85 PER FOOT  ROW ACQUISITION (FRISCO)	\$ 146,500.00		<b>K.</b> <b><u>ATMOS GAS EASEMENT SKETCH &amp; DESCRIPTION PREPARATION</u></b>  PARCEL 11B01 \$1,167.50  ALONG VIRG FROM INDY TO COIT SCHELL FAMILY TRUST MIKE BROWN \$10,500.00	\$ 11,667.50
<b>D.</b> <b><u>VIRGINIA PARKWAY NORTH HALF &amp; INDEPENDENCE PARKWAY WEST HALF ALONG LOCKE BURNS TRACT</u></b>  CONSTRUCTION COST - VIRGINIA 450' x \$350 PER FOOT  CONSTRUCTION COST - INDY 1050' x \$350 PER FOOT	\$ 525,000.00		<b>L.</b> <b><u>GAS LINE RELOCATION ALONG LOCKE BURNS TRACT</u></b>  RELOCATION \$250,000.00	\$ 250,000.00
<b>E.</b> <b><u>VIRGINIA PARKWAY SOUTH HALF &amp; INDEPENDENCE PARKWAY EAST HALF ALONG ROSE GARDEN ESTATES</u></b>  CONSTRUCTION COST - VIRGINIA 1250' x \$350 PER FOOT  CONSTRUCTION COST - INDY 600' x \$350 PER FOOT	\$ 647,500.00		<b>M.</b> <b><u>VIRGINIA PH1 REIMBURSEMENT PAY REQUISITION SERVICES</u></b>  SERVICES \$9,100.00	\$ 9,100.00
<b>F.</b> <b><u>VIRGINIA PARKWAY NORTH HALF FROM PARCEL 11B01 TO EXISTING VIRGINIA PARKWAY</u></b>  CONSTRUCTION COST 1000' x \$350 PER FOOT	\$ 350,000.00		<b>N.</b> <b><u>VIRGINIA SIDEWALK BY CITY</u></b>  ENGINEERING DESIGN \$21,823.50  ESTIMATED CONSTRUCTION COST \$21,802.50	\$ 43,626.00
<b>G.</b> <b><u>ADDITIONAL ROAD ROW DEDICATED ABOVE EXISTING DEVELOPER AGRMT</u></b>  ROW DEDICATION			<b>P.</b> <b><u>WATER UPSIZING REIMBURSEMENT</u></b>  1) INDEPENDENCE PARKWAY PH5 EST. COST DIFFERENCE \$214,936.50 ENGINEERING UPSIZE COST \$17,194.92 CONSTRUCTION SERVICES \$15,045.56 2) VIRGINIA PARKWAY PH5 EST. COST DIFFERENCE \$34,479.00 ENGINEERING UPSIZE COST \$2,758.32 CONSTRUCTION SERVICES \$2,413.53 3) WESTRIDGE BLVD WEST OF 4B EST. COST DIFFERENCE \$22,176.00 ENGINEERING UPSIZE COST \$1,774.08 CONSTRUCTION SERVICES \$1,552.32 4) PA 11A EST. COST DIFFERENCE \$117,600.00 ENGINEERING UPSIZE COST \$9,408.00 CONSTRUCTION SERVICES \$8,232.00	\$ 447,570.23
<b>H.</b> <b><u>LOCKE BURNS LAND ACQUISITION</u></b>  LAND ACQUISITION - 370,260 sf				

**EXHIBIT F**

Depiction of Public Infrastructure Required to Serve Planning Area 17



US 380

PHASE 1 SANITARY

LIFT STATION #2

LIFT STATION #1

PHASE 1

12" WM

12" WM

12" WM

COIT ROAD

PHASE 1 WATER

LOT COUNT




PHASE 1

48 - 50'x110'

39 - 60'x120'

TOTAL 87 LOTS

LEGEND

-  PHASE 1 WATER
-  PHASE 1 SANITARY SEWER
-  PHASE 1 COLLECTOR

12" WM

12" WM

12" WM

12" WM

24" WM

12" WM

PHASE 1 WATER

12" WM

16" WM

12" WM

20" WM



**PETSCH & ASSOCIATES, INC.**  
 Professional Engineers - Land Surveyors - Development Consultants  
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**PLANNING AREA 17**  
**CENTURION AMERICAN**  
**CONCEPT DEVELOPMENT PHASE 1 PLAN**

Drawn by: JAF	Date: 9-2010	SCALE: 1"=400'	JOB NUMBER: 10-204-1	SHEET 1-1
Designed by:	Checked by: PJP			