

**FIRST AMENDMENT TO
2012 AGREEMENT CONCERNING CREATION AND OPERATION OF MCKINNEY
MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY**

**STATE OF TEXAS §
 §
COUNTY OF COLLIN §**

This FIRST AMENDMENT TO 2012 AGREEMENT CONCERNING CREATION AND OPERATION OF MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY (the “Amendment”), is made and entered into as of _____, 2016 (the “Effective Date”), by and between the CITY OF MCKINNEY, TEXAS, a municipal corporation and home-rule city of the State of Texas (the “City”); CH-B TRINITY FALLS, LP, a Texas limited partnership (the “Owner”); and MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY, a municipal utility district created pursuant to Article XVI, Section 59 of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, and the applicable Special District Local Law (the “District”).

RECITALS

WHEREAS, the City, Owner and the District have heretofore entered into that certain 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 1 of Collin County (the “2012 Agreement”), attached hereto as Exhibit “A”; and

WHEREAS, the City, Owner and the District desire to amend certain provisions of the Agreement as stated herein.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City, Owner and the District agree as follows:

1. Capitalized Terms. Capitalized terms used in this Amendment shall have the meanings assigned to them in the 2012 Agreement, unless otherwise defined or the context clearly requires otherwise.

2. Limitation on Issuance of Bonds. Section 5.03 is amended to read in its entirety as follows:

“5.03 Road Project/Limitation on Issuance of Bonds. This Agreement hereby authorizes and further consents to the District undertaking the Road Project and to the issuance by the District of Bonds for the Road Project subject to the City's consent to the legislation granting such power; however, the District may issue Bonds only after the District becomes a Party to this Agreement. In consideration for the City's consent to the

Road Project and subject to the limitations imposed by including McKinney Municipal Utility District No. 2 of Collin County (“MUD2”) in the total amount of Bonds issued, the District agrees that the total amount of Bonds issued by the District for all purposes (excluding refunding Bonds) shall not exceed \$262,800,000.00, plus a three percent (3%) annual increase on the amount of authorized but unissued Bonds effective July 1 of each calendar year, beginning July 1, 2017 (the “Bond Limit Amount”) and terminating on the date prescribed in Section 5.04(e), unless specifically approved by the City Council. The District further agrees that the Bond Limit Amount shall be reduced by the amount of funds expended by the District pursuant to Section 3.3 of the Strategic Partnership Agreement for any of the authorized purposes listed in Section 5.02 of this Agreement. Owner and the District acknowledge that the City, Owner and McKinney Municipal Utility District No. 2 of Collin County (“MUD2”) have, on even date herewith, entered into and executed that certain First Amendment to 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 2 of Collin County (the “MUD2 Amendment”), and hereby agree that the Bond Limit Amount shall be an aggregate of bonds issued for all purposes (excluding refunding bonds) by the District, MUD2, and any New MUD, as such is defined in the Development Agreement. Owner and the District further acknowledge that the Bond Limit Amount is sufficient to accomplish the purposes of the District and that Owner and the District have voluntarily agreed to the Bond Limit Amount. District facilities, if any, the cost of which exceeds the Bond Limit Amount, will be dedicated to the District without reimbursement unless otherwise approved by the City Council.”

3. Additional District Covenants/Responsibilities: Article XI shall be added as follows:

“ARTICLE XI
ADDITIONAL DISTRICT COVENANTS/RESPONSIBILITIES

11.01 Police and Fire Services. Notwithstanding the term of the Development Agreement and for so long as this Agreement remains effective, the District shall be obligated and bound by the terms and conditions regarding the provision of police and fire services to the Development as provided for in Section 3.9 of the Development Agreement.

11.02 Park Fee and Parkland Conveyance. Notwithstanding the term of the Development Agreement and for so long as this Agreement remains effective, the District shall pay the Park Fee, as defined in Exhibit G to the Development Agreement, to be collected and paid annually to the City to supplement the City’s Park and Recreational Department’s park and recreational facilities. In accordance with the terms of the Development Agreement, the District shall convey to the City any park parcel held or owned by the District.

11.03 CCOL Deed and Escrow. Notwithstanding the term of the Development Agreement and for so long as this Agreement remains effective, the District shall be

obligated and bound by the terms and conditions regarding the escrow of the CCOL deed as provided in Sections 12.18.1, 12.18.2 and 12.18.3 of the Development Agreement.

11.04 Full-Purpose Annexation and MUD Annexations. Notwithstanding the term of the Development Agreement and for so long as this Agreement remains effective, the District shall be obligated and bound by the terms and conditions of annexation, MUD annexation and Development Agreement amendment as provided in Sections 12.18.5, 12.18.6 and 12.18.7 of the Development Agreement.”

4. Effect of Amendment. Except as amended by the Provisions of this Amendment, the 2012 Agreement shall remain in full force and effect.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in multiple copies, each of equal dignity, as of the date first given above.

CITY:

CITY OF MCKINNEY

ATTEST:

City Secretary

By: _____

Name: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me, on the ___ day of _____, _____,
by _____, _____ of the City of McKinney, Texas on behalf of said city.

Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

[SEAL]

OWNER:

CH-B TRINITY FALLS, LP,
a Texas limited partnership,

By: CH-B Trinity Falls GP, LLC,
a Delaware limited liability company,
its general partner

By: _____

Name: Leisha Ehlert

Title: Vice President

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me, on the ____ day of _____, _____, by Leisha Ehlert, Vice President of CH-B Trinity Falls GP, LLC, a Delaware limited liability company and general partner of CH-B Trinity Falls, LP, a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

[SEAL]

DISTRICTS:

MCKINNEY MUNICIPAL UTILITY
DISTRICT NO. 1 OF COLLIN COUNTY

By: _____

Its: President, Board of Directors

Date: _____

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me, on the ___ day of _____, _____, by _____, President of the Board of Directors of the McKinney Municipal Utility District No. 1 of Collin County, on behalf of said district.

Notary Public, State of Texas

[SEAL]

Printed Name: _____

My Commission Expires: _____

MCKINNEY MUNICIPAL UTILITY
DISTRICT NO. 2 OF COLLIN COUNTY

By: _____

Its: President, Board of Directors

Date: _____

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me, on the ___ day of _____, _____, by _____, President of the Board of Directors of the McKinney Municipal Utility District No. 2 of Collin County, on behalf of said district.

Notary Public, State of Texas

[SEAL]

Printed Name: _____

My Commission Expires: _____

EXHIBIT A

The 2012 Agreement