CITY OF McKINNEY, TEXAS

Agenda

City Council Regular Meeting

Tuesday, June 20, 2017 | **6:00 PM** | **Council Chambers, 222 N. Tennessee Street, McKinney, Texas 75069**

CALL TO ORDER

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation given by Pastor Myron Bradford, New Jerusalem Baptist Church

INFORMATION SHARING

17-628 U Matter Presentation

Attachments: Presentation

CITIZEN COMMENTS

17-629 Consider/Discuss/Act on City Council Election of Mayor Pro Tem

CONSENT AGENDA

These items consist of non-controversial or housekeeping items required by law. Items may be considered individually by any Council member making such request prior to a motion and vote on the Consent Items.

MINUTES

17-630 Minutes of the City Council Special Meeting of June 5, 2017

Attachments: Minutes

17-631 Minutes of the City Council Regular Meeting of June 6, 2017

Attachments: Minutes

17-547 Minutes of the Board of Adjustment Meeting of March 29, 2017

Attachments: Minutes

17-553 Minutes of the Historic Preservation Advisory Board Regular Meeting of May 4, 2017

Attachments: Minutes

17-564 Minutes of the Main Street Board Meeting of May 11, 2017

Attachments: Minutes

17-532 Minutes of the Joint Meeting of McKinney Community Development Corporation and the Park, Recreation and Open Space Board Meeting of April 13, 2017

Attachments: Minutes

17-591 Minutes of the McKinney Housing Finance Corporation Meeting of March 10, 2017

Attachments: Minutes

17-596 Minutes of the Parks, Recreation and Open Space Advisory Board Meeting of May 11, 2017

Attachments: Minutes

17-601 Minutes of the Planning and Zoning Commission Regular Meeting of May 23, 2017

Attachments: Minutes

17-600 Minutes of the Planning and Zoning Commission Work Session of May 23, 2017

Attachments: Minutes

ORDINANCES

17-632 Consider/Discuss/Act on Ordinance Amending the Fiscal Year 2016-2017 Budget Mid-Year to Fund Additional Improvements, Projects and Increased Contractual Obligations

Attachments: Ordinance
FY17 Mid Year Requests

RESOLUTIONS

17-107M2 Consider/Discuss/Act on a Resolution to Accept and File the Semiannual Impact Fee Report with Respect to the Progress of the Capital Improvements Plan for Roadway and Utility Impact Fees

Attachments: Resolution
Exhibit A (Semiannual Report)
Semiannual Report Appendix

17-633 Consider/Discuss/Act on a Resolution Authorizing the Application For and Acceptance of, If Awarded, a Grant from the Collin County Adult Literacy Council by the McKinney Public Library System For FY18

Attachments: Resolution
CCALC FY18 Application

17-634 Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute a Second Amendment to Commercial Lease Agreement for 115-B Industrial Blvd. for Office Space for the City of McKinney - Municipal Uses

Attachments: Resolution
Lease Agreement

17-635 Consider/Discuss/Act on a Resolution Amending the 2017 - 2021 Capital Improvements Program to Provide Funds for the WW3255 Aerial Wastewater Crossing Replacement Jeans Creek and WA4266 Club Lake Water Line Loop Projects

Attachments: Resolution
Location Map

17-636 Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute a Contract and All Necessary Change Orders with Mountain Cascade of Texas for the Construction

of WW3255 Aerial Wastewater Crossing Replacement Jeans Creek and WA4266 Club Lake Water Line Loop Projects

Attachments: Resolution
Location Map

17-637 Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute a Contract and All Necessary Supplemental Agreements with BGE, Inc., to Conduct an Erosion Study of the Unnamed Tributary of Wilson Creek Through Glenwood Estates

Attachments: Resolution
Location Map

17-638 Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute an Agreement with the Texas Department of Transportation to Contribute Right of Way Funds for the Custer Road (FM 2478) Project from US 380 to Just North of FM 1461

Attachments: Resolution
Location Map

17-639 Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute a Contract with Garver, LLC for Professional Engineering Design Services for the Arterial Capacity Improvements Project (ST1618) and Any Necessary Supplemental Agreements

Attachments: Resolution
Location Map

17-640 Consider/Discuss/Act on a Resolution Authorizing the City Manager to Apply for and Accept, if Awarded for a Preservation and Community Impact Grant from the National Trust of Historic Preservation

Attachments: Resolution

END OF CONSENT

REGULAR AGENDA AND PUBLIC HEARINGS

This portion of the agenda consists of items requiring individual consideration by the Council.

17-506 Consider/Discuss/Act on an Ordinance Increasing the Homestead Exemption for Residents Over Age 65

Attachments: Ordinance
Presentation

17-102AA Conduct a Public Hearing to Consider/Discuss/Act on a Right-of-Way Abandonment of a Portion of an Unnamed Alley, Located on the East Side of Waddill Street Between White Avenue and Pearson Avenue, and Accompanying Ordinance

Attachments: Proposed Ordinance
Petition
Exhibit A - Location Map
Exhibit B & C - ROW Survey

17-099SUP Conduct a Public Hearing to Consider/Discuss/Act on a Specific Use Permit Request for a Personal Service (Pamper Me Salon Spa Studios), Located on the Southwest Corner of Collin McKinney Parkway and Piper Glen Road, and Accompanying Ordinance

Attachments: PZ Minutes 052317
PZ Minutes 050917
Location Map and Aerial Exhibit
Letter of Intent
Proposed Ordinance
Proposed Exhibits A-B
PowerPoint Presentation

17-092Z Conduct a Public Hearing to Consider/Discuss/Act on a Request to Rezone the Subject Property from “RG 18” - General Residence District to “PD” - Planned Development District, for Multi-Family Residential Uses and Generally to Modify the Development Standards, Located at the

Southeast Corner of Rockhill Road and North Brook Drive, and Accompanying Ordinance (REQUEST TO BE TABLED)

Attachments: Location Map & Aerial Exhibit

17-067SP Consider/Discuss/Act on a Site Plan for a Restaurant (McDonald's), Located at 3200 Eldorado Parkway

Attachments: Standard Conditions Checklist
Location Map and Aerial Exhibit
Letter of Intent
Ex. PD Ord. No. 1499
Proposed Site Plan
Proposed Landscape Plan

17-641 Consider/Discuss/Act on Authorizing the City Manager to Execute a Consent to Assignment of Certain Provisions of a Chapter 380 Economic Incentive and Master Development Agreement by and between the City of McKinney, Texas and Columbus Realty Partners, Ltd. to Facilitate the Construction of Office Building Improvements by Playful Building One, LLC

Attachments: Assignment Agreement
9-Acre Site Plan - Informational Only

17-045DA Consider/Discuss/Act on a Resolution Authorizing a Second Amendment to Consent Agreements Regarding Bond Authority for Two (2) Existing Municipal Utility Districts: Municipal Utility District No. 1 and Municipal Utility District No. 2 - Trinity Falls

Attachments: Proposed Resolution
Proposed 2nd Amend. Consent MUD 1
Proposed 2nd Amend. Consent MUD 2
1st Amendment to Consent MUD 1
1st Amendment to Consent MUD 2
2012 Consent Agreement MUD 1
2012 Consent Agreement MUD 2
Applicant Presentation

17-044DA Consider/Discuss/Act on a Third Amendment to 2012 Trinity Falls Development Agreement with Trinity Falls Holdings, LP

Attachments:
- Location Map and Aerial Exhibit
- Proposed 3rd Amend to Dev. Agmt.
- Proposed Exhibit A
- Proposed Exhibit B-2A
- Proposed Exhibit B-2B
- Proposed Exhibit B-2C
- Proposed Exhibit B-4A
- Proposed Exhibit B-4B
- Proposed Exhibit B-4C
- Proposed Exhibit C-1
- Proposed Exhibit C-1A
- Proposed Exhibit C-2
- Proposed Exhibit C-2A
- Proposed Exhibit C-3
- Proposed Exhibit C-3A
- Proposed Exhibit C-4
- Proposed Exhibit C-4A
- Proposed Exhibit C-5
- Proposed Exhibit C-6
- Proposed Exhibit C-6A
- Proposed Exhibit C-7A
- Proposed Exhibit C-7B
- Proposed Exhibit C-7C
- Proposed Exhibit C-7D
- 2nd Amendment to 2012 Dev. Agmt.
- 1st Amendment to 2012 Dev. Agmt.
- 2012 Trinity Falls Dev. Agmt.
- Station #9 Informational Layout Only
- Letter from Pulte Homes / Del Webb
- 1295 Certificate

17-642 Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute the Construction Manager at Risk

(CMAR) Services Contract with Structure Tone Southwest, LLC of Dallas, Texas for a Guaranteed Maximum Price (GMP) Related to the Construction of McKinney National Airport Hangar Renovation Project

Attachments: Resolution
GMP Proposal

17-643 Consider/Discuss/Act on a Resolution Appointing Members to the Reinvestment Zone Number One

Attachments: Resolution

17-644 Consider/Discuss/Act on a Resolution Appointing Members to the Reinvestment Zone Number Two

Attachments: Resolution

CITIZEN COMMENTS

COUNCIL AND MANAGER COMMENTS

Council and Manager Comments relating to items of public interest: Announcements regarding local or regional civic and charitable events, staff recognition, commendation of citizens, traffic issues, upcoming meetings, informational update on City projects, awards, acknowledgement of meeting attendees, birthdays, requests of the City Manager for items to be placed on upcoming agendas, and condolences.

EXECUTIVE SESSION

In Accordance with the Texas Government Code:

A. Section 551.071 (2). Consultation with City Attorney on any Work Session, Special or Regular Session agenda item requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said items (as needed) and legal consultation on the following item(s), if any:

B. Section 551.071 (A) Pending or contemplated litigation
- Formal Complaint of ADC West Ridge, L.P. and Center for Housing Resources, Inc. Against the City of Frisco
- McKinney Board of Adjustment Agenda Item 17-552 (May 31, 2017)

ACTION ON EXECUTIVE SESSION ITEMS

ADJOURN

Posted in accordance with the Texas Government Code, Chapter 551, on the 16th day of June, 2017 at or before 5:00 p.m.

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Sandy Hart, TRMC, MMC
City Secretary

In accordance with the Americans with Disabilities Act, it is the policy of the City of McKinney to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at least 48 hours in advance of the event. Phone 972-547-2694 or email contact-adacompliance@mckinneytexas.org. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility. ADA grievances may also be directed to the ADA Coordinator or filed online at http://www.mckinneytexas.org/ada.

17-628

TITLE: U Matter Presentation

SUPPORTING MATERIALS:

Presentation

17-629

TITLE: Consider/Discuss/Act on City Council Election of Mayor Pro Tem

COUNCIL GOAL: Operational Excellence

MEETING DATE: June 20, 2017

DEPARTMENT: City Secretary

CONTACT: Sandy Hart, TRMC, MMC

RECOMMENDED CITY COUNCIL ACTION:

- Elect one person from City Council to serve as Mayor Pro Tem.

ITEM SUMMARY:

- On June 6, 2017, City Council elected Travis Ussery to serve as Mayor Pro Tem until the completion of his term of office.
- Section 18a of the McKinney City Charter requires that "The Council shall elect from among the Council members a Mayor Pro Tempore who shall be elected once per year at the first regular City Council meeting in June. The Mayor Pro Tempore shall act as Mayor during the absence or the disability of the Mayor, and if a vacancy occurs, shall become Mayor for the completion of the unexpired term. In this event, his or her former place as Council member shall be deemed vacant."

BACKGROUND INFORMATION: N/A

FINANCIAL SUMMARY: N/A

BOARD OR COMMISSION RECOMMENDATION: N/A

SUPPORTING MATERIALS:

17-630

TITLE: Minutes of the City Council Special Meeting of June 5, 2017

SUPPORTING MATERIALS:

Minutes

CITY COUNCIL SPECIAL MEETING

JUNE 5, 2017

The City Council of the City of McKinney, Texas met in special session in the Council Chambers of the Municipal Building on June 5, 2017 at 5:30 p.m.

Council Present: Mayor Brian Loughmiller, Council members: Chuck Branch, Don Day, Tracy Rath, Rainey Rogers, and Travis Ussery. Council Absent: Mayor Pro Tem Randy Pogue.

Staff Present: City Manager Paul Grimes; Assistant City Manager Steve Tilton; City Attorney Mark Houser; City Secretary Sandy Hart; Planning Director Brian Lockley; Interim Director of Engineering Gary Graham; City Manager's Office - Trevor Minyard and Blanca Garcia; Parks and Recreation - Ryan Mullins and Jill Yount; Fire Chief Danny Kistner; Chief of Police Greg Conley; Assistant Director of Public Works Paul Sparkman; McKinney Economic Development Corporation President Darrell Auterson; McKinney Community Development Corporation President Cindy Schneible; Director of FBO Mark Jaraczewski; McKinney Economic Development Corporation Executive Vice President Abby Liu; Engineering - Robyn Root; Housing and Community Services Manager Janay Tieken; MPAC/Main Street Director Amy Rosenthal; McKinney Convention and Visitors Bureau - Dee-dee Guerra and Vanesa Rhodes; Communications and Marketing Laura Smetak; Development Manager Brandon Opiela; Police Sergeant Russel May; Assistant City Secretary Denise Vice; Chief Plans Examiner Jeff Harris; Human Resources Director Ike Obi; Development Services – Donna Bugiel and Dana Stillwell; and Chief Financial Officer Mark Holloway.

There were approximately 110 guests present.

Mayor Loughmiller called the meeting to order at 5:30 p.m. after determining a quorum present.

17-561 Presentation of House Resolution 1540. Representative Scott Sanford stated that it is a distinct privilege of recognizing the City of McKinney as doing something exemplary, as usual. The City of McKinney leads the State in doing things the right way and in this case, the City has worked hard over the past several years at government transparency. The Comptroller has a program in place called the Five-Star Transparency

program and the City of McKinney is the first City in the state of Texas to receive the highest rating in all areas of the Five-Star Transparency program. It is always a privilege to represent this area. I like to encourage the constituents in this area because they do such a good job of catching people doing things right and also as an exporter by taking the things from McKinney and Collin County to Austin to be an example to the rest of the State. I'm really proud of the City of McKinney and I would like to present to Mayor Loughmiller the House of Representatives Resolution 1540 that acknowledges the City in its efforts and accomplishments as recognized by the Comptroller. So congratulations to all of you, to the citizens, to the Council and to the staff that have worked on this over the years.

17-555 Comments from Outgoing Mayor Loughmiller. Mayor Loughmiller stated that he has reflected on his time as Mayor of McKinney and his time in public service on City Council for the past 14 years, I have served with many Mayors and Council members. It is Mayor Loughmiller's opinion that all those he served with had a common goal of developing a City that would provide quality of life and opportunity for all of our residents and those who would ultimately choose to make McKinney their home in the future. Mr. Loughmiller stated that he had the honor of meeting three Governors - Bush, Perry and Abbott and President Bush and President Obama during his tenure. Governor Perry selected me to speak on a panel on Investing in Texas at the Shanghai World Expo and his economic development office partnered with us in the relocation of Torchmark Corporate Headquarters from Birmingham, Alabama to McKinney and Raytheon Corporate expansion. Mr. Loughmiller represented McKinney in Washington, D.C. on local issues ranging from transportation, water issues, and airport expansion. He had the opportunity, on many occasions, to meet with and form friendships with Congressmen Sam Johnson, Ralph Hall and now John Ratcliffe, as well

as meeting with Senators Cornyn, Cruz and Hutchison. He also had the pleasure of working with our delegation in Austin. Mayor Loughmiller has welcomed dignitaries to McKinney including the Director of Tapai Economic Development from Tawain, the Director General of China, as well as a Mayor from Budapest. Mr. Loughmiller thanked Councilwoman Tracy Rath not just for serving with me on Council but more for the many years of friendship to me and my family. I have watched her go from community advocate and volunteer, Director at MPAC, to Board Member of McKinney Community Development Corporation and ultimately to serve on City Council. Mayor Loughmiller thanked Council member Travis Ussery, his Mayor Pro Tem for six years and his friend. Travis is my Historian that has served as the bridge between McKinney's past and McKinney's future following in his father's footsteps of service and always willing to give his perspective on McKinney, its history, the historic district and the importance of maintaining that history as we continue to develop into a new city. Mr. Loughmiller recognized many members of City staff that he has worked with over the years. He expressed appreciation for the hard work and dedication of the City of McKinney employees. Mayor Loughmiller recognized Mona Robinson, Blanca Garcia and Amy Jeter in the executive office. Mayor Loughmiller thanked City Secretary Sandy Hart who he shared in her receiving recognition in her role as City Secretary. They have each worked directly with him and other Council members to ensure that we meet our obligations to the City. As has been said often our staff has done more with fewer people than many of our sister cities. As the new Council moves into our next development phase, the issues of managing the budget will have to balance addressing tax base issues to meet the increased demand that new development will bring. Mr. Loughmiller thanked the pastoral community who, from time to time, have lifted him up spiritually, been there in challenging times and worked to unite rather than divide our City. Mr.

Loughmiller stated that the City has received many honors over the past eight years: Most recently, the first City in Texas to receive five star transparency rating for transparency in government by the State of Texas Comptroller's Office; Forbes Magazine Top Ten Places to Move; Bestlife Magazine top 100 places to raise a family; America's Promise Alliance 100 best communities for young people; highest median income growth rate in US from 1990 to 2010 for cities with more than 50,000 residents; NerdWallet.com No. 4 best city in Texas for job seekers; Smart Asset McKinney Top Boomtown in the United States; No. 12 Safest Cities for Women; Goodcall.com No, 13 best place among 509 cities to buy a Forever Home recognizing that McKinney was in the top 10 percent for affordability, low crime, low unemployment rate and strong educational values; and last but not least, Money Magazine Best Places in America to Live; number 14 in 2008, 5 in 2010, 2 in 2012 and number 1 in 2014. The City has approved planned development and redevelopment projects unique to the area that continue to bring rave reviews to McKinney including: Tucker Hill; infrastructure redevelopment in the historic downtown commercial district; Adriatica; Trinity Falls; additional expansion within Stonebridge Ranch; Craig Ranch; and Chapel Hill in east McKinney. The City has seen an increase in collaboration with non-profits through Together We Serve, Mayor's City of Service Project, Pride Community efforts, and continued work of Volunteer McKinney with the McKinney Youth Summit. Our Mayor's Health Partnership with MISD, Baylor Scott and White and Cooper Clinic saw an increased focus on community health and fitness that also led to economic development projects including Michael Johnson Performance Center, Cooper Fitness Center, and Playtri, as well as national recognition for 13 healthy school zone schools. On the commercial development front, the City has approved the first Tax Increment Reinvestment Zones in McKinney along the Highway 5 corridor and town center area and one that covers the

airport. Commercial projects that came to McKinney during my tenure included: Torchmark relocation; Raytheon SAS division; Wistron Greentech; Barclays; Service First Mortgage; Winco Foods; Hisun Motors; UPS; Emerson Process Management expasnsion; BlountFoods; Tupps Brewery; Stars Center; multiple expansions of Encore Wire; expansion of Simpson Strong Tie; the Sheraton Hotel; Collin College Higher Education Center, Health Science Center and Conference Center and the soon to be constructed Public Safety Training Center. Acquisition of assets at McKinney National Airport included corporate aviation with EDS, Texas Instruments, and Toyota. Most recently the approval of Costco development, Paccar Corporation and the Craig Ranch Resort Hotel and Conference Center as well as the 9-acre mixed use development. The City has seen $650 million in bonded projects approved, secured a triple A bond rating, and has an ISO rating of one for our Fire Department. Infrastructure improvements in east McKinney in excess of $100 million, Highway 75 expansion, construction of the Sam Rayburn Tollway, new road projects along Airport Drive, Alma, Stacy, Bloomdale, expansion of Custer Road, Laud Howell Parkway, Lake Forest north of 380, Hardin Blvd. and many more to come. Quality of Life Projects included the Craig Ranch Soccer Fields, John and Judy Gay Library, Bonnie Wenk Park, Community Center improvements at Old Settler's Park, updates to Finch Park, construction of The Courts Tennis Complex that in its first year was named Best New Facility in America by the United States Tennis Association, a new skate park, new softball fields, a number of neighborhood school parks and most recently PSA and the Apex Centre. The planning initiatives the City has undertaken to plan for the future include a 10 year CIP plan identifying over 40 new local and regional street projects, a 20 year master parks plan, a town center study, Northwest Sector Study, and ultimately, the McKinney 2040 planning process for a complete update of the overall City

Comprehensive Plan that will lead to an evaluation of our zoning ordinances, schedule of uses and provide future Councils a community roadmap for what our citizens expect our City to be at buildout. City Councils do not work in a vacuum. The work of one Council sets the foundation for the next Council and it is through consistency and continuity of policy that a City develops. Each Council has the opportunity to look through the lens of history and improve on what has worked and discard what has not. The fact that McKinney has received so many awards and accolades is a testament to the good foundation established by prior Councils before Mayor Loughmiller's service and the initiatives of the Councils of his time as Mayor of McKinney as well as the work of City employees in implementing those initiatives. Mayor Loughmiller stated that he is proud of the work that our Councils have done to set the stage for Mayor Elect Fuller and the newly elected Council members who will take office mid-June as well as the Councils that will follow to continue McKinney's position as a City known nationally and internationally as one of the best places in America to live. To the next City Council, he wished them much success and trust that they will use discernment and make decisions with the community as a whole in mind. One thing he has learned in his service is that one of our greatest attributes in McKinney is our citizenry and the level of volunteerism from all areas of our City. I also learned that there is no shortage of opinions as to what should be done. Often times his leadership was questioned because of a willingness to compromise in some cases to move forward on an issue. He stated that to you that principal is very important and should be the foundation upon which you base an opinion but compromise at times will be necessary to achieve the end goal of overall quality that you seek in a City development. This quote from a book he is reading about Ben Franklin that states, "A stand for compromise is not the stuff of heroism, virtue or moral certainty, but it is the essence of the

democratic process". Think of this in the context of a man who was the only person to sign all four founding papers of this country that formed the foundation upon which all laws of governance followed: The Declaration of Independence; The Treaty with France; the Peace Accord with Britain; and the Constitution of the United States. As policy makers you will be challenged with making decisions that will have both intended and unintended consequences. When you set policy and give direction, your City staff will follow your policies and your direction and deserve your support and deference when they face potential criticism for the ultimate outcome that occurs as a result of your policies. Sometimes practical application will result in a need to revisit an Ordinance shaped by policy that had the best intention but not the best consequence. Mayor Loughmiller expressed that his hope is that his legacy will simply be that whether individually the citizens of McKinney agreed or disagreed with a particular vote or policy initiative that he undertook while Mayor, that they believed that his goal was simply to do what was best for McKinney, Texas, and all of the people that live here and to do so ethically and with integrity. Mayor Loughmiller expressed his desire to end where he began, thanking his wife Donna and their family. The Loughmiller children were almost 5, 6 going on 7 and 10 when he was first elected as District 4 Council member in 2002. They are now 20, 22 and 25 and have grown up through his service. He has seen them volunteer in different organizations and seen the maturity and poise they have shown having to live under the microscope of having a parent in public office. In some small way he hopes his public service has shown them the value of community service and volunteerism. Mayor Loughmiller recognized his wife Donna for her work on the home front while he had the opportunity to be Mayor. Mayor Loughmiller stated that Donna is not only my wife, she is my confidant, my sounding board, my defender and my best friend. Over the years I have given many

proclamations to many organizations and individuals for special events in their life or accomplishments they have achieved. As his last act as Mayor of McKinney, he presented Donna with a proclamation for her years of unwavering support while he served as Mayor of McKinney. Mayor Loughmiller thanked the citizens for the opportunity to serve as the Mayor of McKinney, Texas, the best City in America. And whether he is serving through public office or elected to serve in another capacity, he will always cherish the time he had to serve those that call McKinney, Texas, their home.

17-556 Mayor Loughmiller called for City Council and City Manager Comments.

Council member Rogers stated that there are two things that he especially appreciates about Mayor Loughmiller. One is his commitment to the kids in the community. I was with him at an event a few weeks ago and there was 10 or 15 kids from one of the local schools. The Mayor was there and he talked about the years he had always been there and it was for a small event and I thought how many small events has he been at throughout his tenure as Mayor. I appreciate your service to our children. You've been a great example in that way. The other thing that I appreciate, is for the last seven or eight years we had a Mayor who truly is unapologetic of his faith. He has supported the churches, freedom of religion, whatever faith you are, he's involved and excited and there. I truly believe when you are in the service of your fellow being you are in the service of your God and I believe that is how Brian served his God is in the service of McKinney. I thank you for that.

Councilwoman Rath thanked Mayor Loughmiller for his friendship. Thank you for the temperament you've brought to this office. When I think about the times where we've been yelled at, I've gotten a small taste of that, of all the negative, you always stayed so positive even when people have disagreed. You have always represented McKinney impeccably. Your ability to recall events and facts is unprecedented and I will really miss

the historical perspective that you have been so willing to share with us to help us understand issues that go past several Councils. So thank you, my friend.

Council member Branch stated that he agrees with Council member Rogers. I do appreciate the fact that you stood up for the faith and protected that and it's brought a lot of foundational principles to the City and has been a mainstay for us. I want to say thank you because I really do appreciate that you have a great heart and I appreciate that so much. It's something I can learn and pray to get better at. I appreciate the fact that you have gone out and represented us well to other areas of the government, the county and state, as well as Washington, D.C. You have certainly been a good ambassador for us and I pray the best for you and I know you will do well whatever you do.

Council member Day stated he has known Mayor Loughmiller for 21 years. We had several business relationships before we served together on this Council for the last eight years. In all of that time, the things I've learned about Brian is that he is completely honest, completely ethical, he does love to mediate, and he is one of the hardest working humans I've ever met. He has put in an unaccountable number of hours for this City. He represented the City well and he deserves our thanks.

Council member Ussery stated thank you Mr. Mayor, one last time. I will continue to thank you for your service and thank you for your kind words and your speech. I don't know that I warrant them but I do appreciate them. We've come a long way from the first event we attended, a bathroom ribbon-cutting at Finch Park in 100 degree heat with suits on. Even from that day, it was indicative of your ambassadorship and your decorum and it has never wavered in the betterment of McKinney. Your wisdom certainly to move forward with the foundation laid from previous Councils and your ambassadorship to lay a foundation for another Council is unsurpassed and I say that with respect for you and no

disrespect to other mayors. I've lived here for 50 years and my Father was the Mayor, but you are probably the greatest ambassador in my lifetime for McKinney, Texas, and thank you does not go far enough. You can certainly lay claim to any future success.

City Manager Grimes stated on behalf of staff, these are always interesting times for staff because we see a change in the guard of the elected officials. Democracy is such that in order for it to work, a representation of the voters has to be captured in an election cycle and that's how a democracy works. You elect those who represent you at a particular point in time. Human nature being what it is, we grow fond with whom we have served. And that makes saying goodbye difficult. I can say that seeing Mayor Loughmiller complete two successful terms through the exploding growth and opportunity in McKinney is something to celebrate. It's been a true pleasure to work with you, if but only for 10 months, and the City Council. I know you will continue to serve in some form and our community and region will be better for it. In the meantime, on behalf of staff, thank you truly for your service and your commitment. Personally, I thank you and Donna's friendship to my wife, Lusi and I, your counsel, your friendship, and your welcoming us here in McKinney. That was a very short time ago that we moved into our apartment as temporary quarters and we had stuff strewn about and Mayor Loughmiller came by to visit and welcomed us with a six-pack of local beer. It was a hot summer day so it tasted really good. I appreciate that. Thank you on behalf of staff for all your service.

17-557 Presentation to Mayor Brian Loughmiller. City Manager Paul Grimes presented outgoing Mayor Loughmiller with an engraved clock commemorating his service as Mayor of the City of McKinney. Mr. Grimes presented Mayor Loughmiller with his personalized gavel mounted to recognize his service as Mayor of McKinney. City Secretary Sandy Hart presented Mayor Loughmiller with a City Flag that was flown

over City Hall on April 24, 2017 as a nod to the First Lady, expertly folded by the Fire Department Honor Guard and presented in an engraved display case.

17-558 Certificate of Election and Oath of Office for Incoming Mayor George C. Fuller. Mayor Loughmiller presented the Certificate of Election to George C. Fuller. City Secretary Sandy Hart administered the Oath of Office to George C. Fuller.

17-559 Comments from Incoming Mayor and Council members. Mayor Fuller thanked Mr. Loughmiller for the many years of service, leadership, wisdom and guidance he provided to the City. You have selflessly given of yourself not just for the past eight years but many years before that. On Council alone, you have led our City as we've grown from about 72,000 people to now about 172,000 people. You have been there for all of us through tremendous growth and prosperous times and difficult times, through national praise and rewards, and also through national criticism that we received following the Craig Ranch pool incident. But in all cases you've been dignified and resolute. You've led the community proudly. One social shift that embodies exactly what you have achieved for each and every one of us can be heard in the answer that all of us have given. When we travel, at least for me, in previous years people would say where are you from? People would say, a little town north of Dallas. Through your leadership, no one answers the question that way now. They proudly answer I'm from McKinney, Texas. You have led us to the proudest place on the map, the place nationally recognized as the best City in America. You led us there and your legacy is etched in McKinney's history. I want to thank you for your friendship. A friendship that transcended a political race between us eight years ago. Despite all the noise endured in this past election, it is still there. As I prepare to carry forward what you've put in place, I do it confidently. But I do that because I have your cell phone number and your address. And I know

your love for this community does not end tonight and your service will not end and there's no doubt when I call you freaking out about something I know you will be there to guide me, as you have done already in my years of service. You are a champion and I'm truly honored to be here at this moment in this place in this City connected to you. A great man and leader I am proud to call my friend. On June 10th, we will elect three new Council members. If you haven't voted yet, get out and vote. Campaigning is a tough prospect, confronted with encouragement and protest, with support and disapproval, with hate and love. In all the behavior I've seen one thing is constant, it is passion. The position of the Mayor is non-partisan and it's for good reason. At the local level and on the national and global level, politics get in the way of progress. We are McKinney, our City logo is not red or blue. We are a diverse community in race, religion, partisanship and age and what I've seen in that diversity is our greatest wealth. We are rich in cultural and intellectual capital. My campaign slogan was, McKinney rising. It remains that. We must rise to our highest and greatest potential from the east side to the west side. I've been blessed to live here and serve the community. Mr. Fuller thanked his wife who has been a rock. You have been serving this community in a fantastic way for many years, everyone in this room knows it. You've done it outside being married to a politician. You've done it through Love Life Foundation for 20+ years. I could not be more proud of anyone than I am of you. Donna Loughmiller, you have been, as Brian said, such an ambassador to the City and you have been at his side for years. You are so well respected and as Brian said you have been his defender. Donna, I have the utmost respect for you and Brian and I meant every word I said that being connected to you at this time in this place is spectacularly precious to me. You two are a team as my wife and I are a team.

Council member Rainey stated he is excited about the election and about

getting things done and hopes the new Council will be ready to work and hit the ground running.

Councilwoman Rath welcomed Mayor Fuller.

Council member Branch welcomed Mayor Fuller. I do appreciate the conversations we've had over the last couple of weeks and I'm looking forward to working with you.

Council member Day welcomed Mayor Fuller. I'm glad to see you here and I look forward to working with you for the next three meetings.

Council member Ussery congratulated Mayor Fuller and welcomed him to the dais. You will find it's different on this side of the spectrum. You will learn fast and those of us can and will help you, not that you need help, but you will have all the support you need. Your energy in the community is infectious and it will transcend to greater things.

City Manager Grimes welcomed and congratulated Mayor Fuller. We've already hit the deck running. We look forward to our future and seeing your energy, vision and passion yield great things for McKinney. We have a lot of work to do and look forward to rolling up our sleeves and getting after it, so welcome.

Mayor Fuller called for Discussion on Regular Meeting Agenda Items.

Mayor Fuller called for discussion on the following work session items with no action taken:

17-560 McKinney Economic Development Corporation 5 Year Strategic Plan Presentation.

Mayor Fuller called for Council Liaison Updates.

Mayor Fuller recessed the meeting into executive session at 6:50 p.m. per Texas Government Code Section 551.071 (2) Consultation with City Attorney on any Work Session, Special or Regular Session agenda item requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said items (as needed), Section 551.071 (A). Litigation / Anticipated Litigation, Section 551.072 Discuss Real Property, Section 551.074 Discuss Personnel Matters, and Section 551.087 Discuss Economic

Development Matters as listed on the posted agenda. Mayor Fuller recessed back into open session at 7:20 p.m.

Mayor Fuller called for Action on Executive Session Items.

Regarding City of McKinney, Texas v. Jimmy David Brazile, d/b/a Western Contracting, and SureTec Insurance Company; Cause No. 416-03459-2016; 416th District Court, Collin County, Texas. Council unanimously approved the motion by Council member Branch, seconded by Council member Ussery, to approve the settlement agreement with Western Contracting and SureTec Insurance Company for completion of the wall.

Regarding Collin County, Texas v. The City of McKinney, Texas and Custer Storage Center, LLC, Case No. 05-17-00546-CV, Fifth Court of Appeals. Council unanimously approved the motion by Councilwoman Rath, seconded by Council member Branch, in response to the recent appeal by Collin County, to authorize the City Attorney to file an appeal in the Custer Storage litigation.

Council unanimously approved the motion by Mayor Fuller, seconded by Council member Ussery, to authorize the City Manager to execute a Purchase and Sale Agreement and subsequently consummate the closing on 4.37 acres of land adjacent to the StarCenter Hockey and Skating Facility in Craig Rach for an amount not to exceed $1.713 million; however, expressly conditioned upon the City's approval of an Amended and Restated Lease Agreement with the Dallas Stars, LP incident to the expansion of that Facility.

Council unanimously approved the motion by Council member Ussery, seconded by Council member Rogers, to adjourn. Mayor Fuller adjourned the meeting at 7:25 p.m.

_____
BRIAN LOUGHMILLER
Mayor

_____
GEORGE C. FULLER
Mayor

ATTEST:

_____
SANDY HART, TRMC, MMC
City Secretary

17-631

TITLE: Minutes of the City Council Regular Meeting of June 6, 2017

SUPPORTING MATERIALS:

Minutes

CITY COUNCIL REGULAR MEETING

JUNE 6, 2017

The City Council of the City of McKinney, Texas met in regular session in the Council Chambers of the Municipal Building on June 6, 2017 at 6:00 p.m.

Council Present: Mayor George C. Fuller, Council members: Chuck Branch, Don Day, Tracy Rath, Rainey Rogers, and Travis Ussery. Council Absent: Mayor Pro Tem Randy P. Pogue

Staff Present: City Manager Paul Grimes; Deputy City Manager Jose Madrigal; Assistant City Manager Steve Tilton; City Attorney Mark Houser; City Secretary Sandy Hart; Planning Director Brian Lockley; Interim Director of Engineering Gary Graham; Assistant to the City Manager Trevor Minyard; Interim Director of Parks and Recreation Ryan Mullins; Assistant Director of Public Works Paul Sparkman; McKinney Economic Development Corporation President Darrell Auterson; McKinney Community Development Corporation President Cindy Schneible; Desktop Technician Robert Lisenby; Housing and Community Services Manager Janay Tieken; Chief Financial Officer Mark Holloway; Director of FBO Mark Jaraczewski; Chief Plans Examiner Jeff Harris; Police Officer Tyler Lewis; and Library Director Spencer Smith.

There were sixteen guests present.

Mayor Fuller called the meeting to order at 6:00 p.m. after determining a quorum was present. Invocation was given by Stake President Tod Richardson, The Church of Jesus Christ of Latter-day Saints. Mayor Fuller led the Pledge of Allegiance.

Mayor Fuller called for Citizen Comments.

Mr. Bill Wines, 705 Sky Hawk, Horseshoe Bay, Texas, spoke about the Brazos proposed electric transmission line.

Mr. Steven Spainhouer, 4690 W. Eldorado Parkway, McKinney, recommended Chuck Branch or Travis Ussery for Mayor Pro Tem.

Ms. Deborah Kilgore, was unable to attend the meeting but wanted her opposition to agenda item 17-574 regarding allowing 8'6" fences in the historic district read into the record.

Council unanimously approved the motion by Council member Ussery, seconded by Council member Rogers, to approve the following consent items:

17-571 Minutes of the City Council Work Session of May 15, 2017

17-572 Minutes of the City Council Regular Meeting of May 16, 2017

17-490 Minutes of the Animal Service Facilities Advisory Committee Meeting of March 1, 2017

17-517 Minutes of the Library Advisory Board Meeting of April 20, 2017

17-476 Minutes of the Main Street Board Meeting of April 13, 2017

17-531 Minutes of the McKinney Community Development Corporation Meeting of April 27, 2017

17-534 Minutes of the McKinney Community Development Corporation Finance Committee Meeting of April 20, 2017

17-533 Minutes of the McKinney Community Development Corporation Promotional and Community Events Committee Meeting of January 18, 2017

17-524 Minutes of the McKinney Convention & Visitors Bureau Board Meeting of April 25, 2017

17-525 Minutes of the McKinney Convention and Visitors Bureau Finance Committee Meeting of April 24, 2017

17-512 Minutes of the McKinney Economic Development Corporation Meeting of April 18, 2017

17-573 Minutes of the McKinney Housing Authority Meeting of April 25, 2017

17-545 Minutes of the Planning and Zoning Commission Regular Meeting of May 9, 2017

17-575 Consider/Discuss/Act on an Ordinance Designating Two Loading Zone Spaces on the East Side of Tennessee Street North of Davis Street. Caption reads as follows:

ORDINANCE NO. 2017-06-063

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, DESIGNATING TWO LOADING ZONE SPACES ON THE EAST SIDE OF TENNESSEE STREET NORTH OF DAVIS STREET IN McKINNEY; AMENDING THE CODE OF ORDINANCES, CITY OF McKINNEY, TEXAS; PROVIDING FOR PUBLICATION OF THE CAPTION OF THE ORDINANCE, EFFECTIVE DATE HEREOF AND A PENALTY CLAUSE

17-576 Consider/Discuss/Act on an Ordinance Designating Reserved Parking for Law Enforcement Only on the West Side of Chestnut Street between Davis Street and Cloyd Street and Two Additional Parking Spaces in the Public Parking Lot Adjacent to the McKinney Police Department Storefront. Caption reads as follows:

ORDINANCE NO. 2017-06-064

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, DESIGNATING RESERVED PARKING FOR LAW ENFORCEMENT ONLY ON THE WEST SIDE OF CHESTNUT STREET BETWEEN DAVIS STREET AND CLOYD STREET IN McKINNEY AND TWO ADDITIONAL PARKING SPACES IN THE PUBLIC PARKING LOT ADJACENT TO THE McKINNEY POLICE DEPARTMENT STOREFRONT IN McKINNEY, TEXAS; AMENDING THE CODE OF ORDINANCES, CITY OF McKINNEY, TEXAS; PROVIDING FOR PUBLICATION OF THE CAPTION OF THE ORDINANCE, EFFECTIVE DATE HEREOF AND A PENALTY CLAUSE

17-577 Consider/Discuss/Act on an Ordinance Modifying the Reduced Speed School Zone Times at Lindsey Elementary School for 2017. Caption reads as follows:

ORDINANCE NO. 2017-06-065

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS MODIFYING THE REDUCED SPEED SCHOOL ZONE TIMES AT LINDSEY ELEMENTARY SCHOOL FOR 2017 IN McKINNEY, TEXAS; AMENDING THE CODE OF ORDINANCES, CITY OF McKINNEY, TEXAS; PROVIDING FOR PUBLICATION OF THE CAPTION OF THE ORDINANCE, EFFECTIVE DATE HEREOF AND A PENALTY CLAUSE

17-579 Consider/Discuss/Act on an Ordinance Amending the Fiscal Year 2016-2017 Annual Budget and Amending the 2017 - 2021 Capital Improvements Program, to Provide Funds for the Gold Star Memorial Project (PK1644). Caption reads as follows:

ORDINANCE NO. 2017-06-067

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AUTHORIZING A CERTAIN BUDGET AMENDMENT PERTAINING TO THE FISCAL YEAR 2016-2017 BUDGET AND THE 2017 – 2021 CAPITAL IMPROVEMENTS PROGRAM TO PROVIDE ADDITIONAL FUNDING FOR THE GOLD STAR MEMORIAL PROJECT (PK1644); AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

17-580 Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute a Contract with Wall Enterprises of Garland, Texas, for the Construction of the Gold Star Families Memorial Monument. Caption reads as follows:

RESOLUTION NO. 2017-06-111 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH WALL ENTERPRISES OF GARLAND, TEXAS, FOR THE CONSTRUCTION OF THE GOLD STAR FAMILIES MEMORIAL MONUMENT

17-581 Consider/Discuss/Act on a Resolution to Extend the American National Bank Depository Contract. Caption reads as follows:

RESOLUTION NO. 2017-06-112 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AUTHORIZING THE EXTENSION OF THE BANK DEPOSITORY CONTRACT WITH AMERICAN NATIONAL BANK FOR A TWO YEAR PERIOD ENDING JUNE 30, 2019

17-582 Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute a Professional Services Contract with Studio Outside Landscape Architecture of Dallas, Texas, for Landscape Architectural and Engineering Services Related to the Design of an 11.3 Acre Neighborhood Park Located Adjacent to Scott Elementary in the Westridge Subdivision. Caption reads as follows:

RESOLUTION NO. 2017-06-113 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH STUDIO OUTSIDE LANDSCAPE ARCHITECTS, INC. OF DALLAS, TEXAS, FOR LANDSCAPE ARCHITECTURAL AND ENGINEERING SERVICES RELATED TO THE DESIGN OF A NEIGHBORHOOD PARK LOCATED ADJACENT TO SCOTT ELEMENTARY IN THE WESTRIDGE SUBDIVISION

17-583 Consider/Discuss/Act on a Resolution Adopting the McKinney Economic Development Corporation 5 Year Strategic Plan. Caption reads as follows:

RESOLUTION NO. 2017-06-114 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, ADOPTING THE McKINNEY ECONOMIC

DEVELOPMENT CORPORATION (MEDC) FIVE YEAR STRATEGIC PLAN

17-584 Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute an Amended Architectural Services Contract with McCaslin Associates, Inc. for the McKinney National Airport Hangar Renovation Project. Caption reads as follows:

RESOLUTION NO. 2017-06-115 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED CONTRACT WITH McCASLIN ASSOCIATES, INC FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES IN ASSOCIATION WITH THE McKINNEY NATIONAL AIRPORT HANGAR RENOVATION PROJECT

17-585 Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute an Interlocal Agreement Between the City of McKinney and the Participating Members of the McKinney Urban Transit District. Caption reads as follows:

RESOLUTION NO. 2017-06-116 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF McKINNEY AND McKINNEY URBAN TRANSIT DISTRICT MEMBERS FOR THE PROVISION OF TRANSIT SERVICE TO THEIR RESPECTIVE MUNICIPALITIES AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION

17-586 Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute a Development Agreement with Honey Creek Joint Venture II and a Development Agreement with McKinney Ranch, LTD, and Honey Creek Investments, LLC, Acknowledging Public Improvement Obligations and Requirements Necessary for Development of the Respective Tracts, Generally Located on the North and South Sides of FM 543 and on the East and West Sides of CR 201. Caption reads as follows:

RESOLUTION NO. 2017-06-117 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT WITH HONEY CREEK JOINT VENTURE II, AND A DEVELOPMENT

AGREEMENT WITH McKINNEY RANCH, LTD AND HONEY CREEK INVESTMENTS, LLC, ACKNOWLEDGING PUBLIC IMPROVEMENT OBLIGATIONS AND REQUIREMENTS NECESSARY FOR DEVELOPMENT OF THE RESPECTIVE TRACTS

16-371GDP Consider/Discuss/Act on a General Development Plan for Honey Creek, Located on the Northwest Corner of F.M. 543 (Weston Road) and County Road 229

END OF CONSENT

17-574 Mayor Fuller called for Consideration/Discussion/Action on an Ordinance Amending Sections 122-176(b)(3) and 122-176(b)(4) of the Code of Ordinances Pertaining to the Maximum Fence Heights in the Historic Overlay District. Council member Ussery stated this item was discussed at a Work Session where Executive Director of Development Services Michael Quint made a presentation and indicated that staff was in favor of going forward with an amendment versus an appeal process that would amend the Ordinance to make the eight foot six inches a standard height throughout the City including the Historic District. He noted that he has received several calls and emails regarding the change to the eight foot six inch fence. Mr. Ussery requested that Council consider further discussion on an appeal process. Councilwoman Rath has also received the emails and comments and requests that staff go back and take a look at a possible variance process versus amending the Ordinance. Council unanimously approved the motion by Council member Ussery, seconded by Council member Branch, to table this item indefinitely and bring back to a future meeting subject to staff bringing forward a revised presentation for a procedural policy.

17-578 Mayor Fuller called for Consideration/Discussion/Action on an Ordinance Amending Fiscal Year 2016-2017 Annual Budget to Allocate Funding for the Provision and Administration of the Collin County Transit Program for the McKinney Urban Transit District. Housing and Community Services Manager Janay Tieken stated that as of today, DCTA has 80 riders signed up from McKinney and four from Princeton. Of those 84, 83 are taxi voucher and one is demand response. There are also 17 applications from the Grand Texan being reviewed. Council unanimously approved the motion by Council member Branch, seconded by Council member Rogers, to approve an Ordinance amending Fiscal Year 2016-2017 Annual Budget to allocate funding for the provision and administration of the Collin County Transit Program for the McKinney Urban Transit District. Caption reads as follows:

ORDINANCE NO. 2017-06-066

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AUTHORIZING A CERTAIN BUDGET AMENDMENT PERTAINING TO THE FISCAL YEAR 2016-2017 ANNUAL BUDGET FOR THE PURPOSE OF ALLOCATING FUNDING FOR THE PROVISION AND ADMINISTRATION OF THE COLLIN COUNTY TRANSIT PROGRAM FOR THE MCKINNEY URBAN TRANSIT DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

17-587 Mayor Fuller called for Consideration/Discussion/Action on City Council Election of Mayor Pro Tem. Council unanimously approved the motion by Mayor Fuller, seconded by Council member Rogers to nominate Council member Ussery as Mayor Pro Tem for the remainder of his service.

17-090SUP Mayor Fuller called for a Public Hearing to Consider/Discuss/Act on a Specific Use Permit Request for a Private Club, (The Paddock), Located at 119 South Tennessee Street, and Accompanying Ordinance. Planning Director Brian Lockley stated this request is for a specific use permit for a private club, which allows for a larger percentage of sales receipts from the sale of alcohol than a mixed beverage permit. With a private club, 65% of sales can be from the sale of alcohol versus 50% for a mixed

beverage permit. According to the Ordinance, space limitations for a SUP require that the premises contain a minimum of 50 seats and 600 square feet of dining area. The proposed floor plan provides for 51 seats with 871 square feet of dining area, satisfying the requirement. The location of this property meets the distance requirements for churches, schools, hospitals and extended care facilities or publicly owned parks. The Planning and Zoning Commission approved this item at their May 9th meeting. Mr. Wes Hoblit, LaBarba Permit Service, 900 Jackson Street, Suite 640, Dallas, spoke on behalf of the applicant, Mr. Karl Williams. This is a dimly-lit destination-type place that is not aimed at just serving alcohol, it's a theme. They have a location in the design district of Dallas that they are trying to emulate and bring in their own designs and features such as older cars. Mayor Fuller called for public comments and there none. Council unanimously approved the motion by Councilwoman Rath, seconded by Council member Branch, to close the public hearing and approve an Ordinance granting a Specific Use Permit for a Private Club, (The Paddock), located at 119 South Tennessee Street. Caption reads as follows:

ORDINANCE NO. 2017-06-068

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AMENDING THE ZONING MAP OF THE CITY OF McKINNEY, TEXAS; PROVIDING FOR A SPECIFIC USE PERMIT FOR A PRIVATE CLUB (THE PADDOCK), LOCATED AT 119 SOUTH TENNESSEE STREET; PROVIDING FOR SEVERABILITY; PROVIDING FOR INJUNCTIVE RELIEF, PROVIDING FOR NO VESTED INTEREST; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

17-127-SUP Mayor Fuller called for a Public Hearing to Consider/Discuss/Act on a Specific Use Permit Request for Indoor Commercial Amusement (Exit Plan), Located at 218 East Louisiana Street, and Accompanying Ordinance. Planning Director Brian Lockley stated this is a request for a SUP to allow for indoor commercial amusement. The underlying zoning

requires a specific use permit be approved to allow for indoor commercial amusement. The Exit Plan is essentially a use that allows folks to come in, solve puzzles or riddles or whatever program there is to leave one room and get into another room and ultimately leave the facility. There are no changes proposed to the exterior. It is more conducive to a pedestrian environment which is downtown and would allow for this business and similar businesses to operate in a similar manner. The applicant, Mr. Elliott Collins, 2825 Summer Tree Lane, McKinney, stated that this is an escape room where you enter and solve puzzles and clues to escape in 60 minutes. They are popular in Plano and around the country. Mr. Collins stated that he believed the location was already zoned but then found out it had to be classified as indoor amusement zoning. Mayor Fuller called for public comments and there were none. Council unanimously approved the motion by Council member Branch, seconded by Council member Day, to close the Public Hearing and approve an Ordinance granting a Specific Use Permit Request for Indoor Commercial Amusement (Exit Plan) located at 218 East Louisiana Street. Caption reads as follows:

ORDINANCE NO. 2017-06-069

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AMENDING THE ZONING MAP OF THE CITY OF McKINNEY, TEXAS; PROVIDING FOR A SPECIFIC USE PERMIT FOR INDOOR COMMERCIAL AMUSEMENT, LOCATED AT 218 EAST LOUISIANA STREET; PROVIDING FOR SEVERABILITY; PROVIDING FOR INJUNCTIVE RELIEF, PROVIDING FOR NO VESTED INTEREST; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

17-012SUP2 Mayor Fuller called for Public Hearing to Consider/Discuss/Act on a Specific Use Permit Request for a Mini-Warehouse Facility (Public Storage), Located Approximately 220 Feet North of Bois D' Arc Road and on the West Side of U.S. Highway 75 (Central Expressway); and Accompanying Ordinance. Planning Director Brian Lockley stated this is

a request for Specific Use Permit for a public storage facility. The property is located along Central Expressway with townhomes to the west of the property. The SUP would allow a 133,000 square foot mini warehouse facility on three acres of land. The zoning requires an SUP be granted in order for this facility to be constructed and operated. Mr. Lockley stated as part of the SUP, the development of the site requires that no overhead bay doors shall be visible from adjacent use or public right-of-way. Each building shall be covered with 100% masonry materials. The proposed mini warehouse buildings located directly adjacent to residential uses will be limited to single-story and the buildings located to single-family residential uses shall feature a pitched roof. The applicant has agreed to satisfy standards one and two but is requesting variances to waive the standards for three and four, that they be located as a single-story and have a pitched roof. The applicant is requesting to waive the required six-foot screening device along the western property line. There is a drainage facility along the western property line next to the townhome area and it is the applicant's belief that the location of the 100 year fully developed floodplain limits the amount of construction such as fences or other areas within that area. Staff is of the opinion that the creek and associated vegetation will not sufficiently screen the property during the winter months. In lieu of the requirement, the applicant is proposing a three-story facility that will take up the majority of this property with the fire lane and access immediately surrounding it. They are proposing to install trees along the western boundary so there is some landscaping between the property and the residences but obviously, given the scale of the use, it will be insufficient. If this SUP is approved the applicant will be required to receive approval of associated site plan and landscape plan meeting all the regulations of the Zoning Ordinance in conformance with the zoning. On March 28th, the Planning and Zoning Commission recommended denial of the requested

proposal and as such, a super majority of the City Council is required to approve the specific use permit. Because there are six members present, it will require all Council members to approve this request. In order to affirm the Planning and Zoning Commission's decision to deny the request will require four affirmative votes. Applicant, Mr. Dallas Cothrum, Masterplan Consultants, 900 Jackson Street, Dallas, addressed the Council. He stated this is a very difficult site to develop and a storage facility at this location may be the best use you will get at a site with all these easements in a midblock location that is difficult to get to. The midblock location, access challenges and limited retail opportunities make this an undesirable location for other uses. The various easements, the irregular shape of the property, only one entrance to the property and very narrow at one end of the property makes this undesirable as a retail location. Mayor Fuller called for public comments and there were none. Council unanimously approved the motion by Councilwoman Rath, seconded by Council member Rogers, to close the public hearing. Mayor Fuller stated that the notion that retail is on the decline therefore car lots and storage units are all we can expect on our main thoroughfares, I don't buy that at all. There are other potential uses even with the midblock location, not just for retail or restaurant, but there is potential for office use. Council member Branch stated that there are other uses such as commercial buildings. It looks like it's about 130,000 square feet of total space so I believe commercial could fit in there. If I'm going to make these variances, I'd rather do it for something more pleasing to the City. Council member Day stated he is taking the other side. That piece of property has been vacant for over a decade. As you can see, it's paying $3,000 a year now in property taxes and it would go up to about $200,000. I would remind Council that our property taxes in McKinney are about 25% higher than Frisco, Allen and Plano and the primary reason is because we only have 19% commercial tax base. I

think we should approve it. Mayor Pro Tem Ussery inquired if there is any concern of City staff that approval of this will diminish the vision for the Highway 75 corridor overlay. Mr. Lockley stated that this was one of the issues cited along with the type of development we believe Council had envisioned for that corner. Mayor Pro Tem Ussery stated he cannot support this use in the corridor area but I do appreciate your interest in McKinney. Council member Rogers stated he feels the same way. I don't mind the public storage or the investment, I just don't think this is a good location. Council approved the motion by Councilwoman Rath, seconded by Council member Rogers, to deny the request for a Specific Use Permit for a Mini-Warehouse Facility (Public Storage), located approximately 220 feet north of Bois D' Arc Road and on the west side of U.S. Highway 75 (Central Expressway) with a vote of 5-1-0, Council member Day voting against.

17-588 Mayor Fuller called for Consideration/Discussion/Action on a Resolution Approving and Authorizing Publication of Notice of Intention to Issue Taxable Certificates of Obligation Bonds, Series 2017. Chief Financial Officer Mark Holloway stated that with tonight's Resolution, we will begin our process of the bond sale for fiscal year 2017. This item specifically is the notice of intent to issue taxable CO's which means we have to place notice in the paper that we intend to offer certificates of obligation for the Dr. Pepper StarCenter expansion for an additional sheet of ice and amenities. We will be bringing back the parameters Resolution in July to sell the debt. Council unanimously approved the motion by Mayor Pro Tem Ussery, seconded by Council member Chuck Branch, to approve a Resolution approving and authorizing publication of Notice of Intention to Issue Taxable Certificates of Obligation Bonds, Series 2017. Caption reads as follows:

RESOLUTION NO. 2017-06-118 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, APPROVING AND AUTHORIZING

PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

Mayor Fuller called for Citizen Comments and there were none.

Mayor Fuller called for Council and Manager Comments.

Council member Rogers stated that he had a great trip in Nepal and made it down from Mt. Everest base camp and he is ready to hit the ground running.

Councilwoman Rath did not have any comments.

Mayor Pro Tem Ussery thanked Mayor Fuller for his nomination for Mayor Pro Tem. It remains an honor to serve the City in any capacity and this capacity is very much an honor. Mr. Ussery congratulated Mayor Fuller on his victory. You are doing a great job so far. Thank you to staff for what you do each and every day. Mr. Houser, thank you for your work. City Secretary, Sandy Hart, thank you for your work on the election, you are the unsung hero in the election.

Council member Branch thanked staff for all the hard work and effort you put forth and congratulations to Mr. Ussery on his Mayor Pro Tem selection. I know you will do a great job.

Council member Day congratulated Mayor Fuller on his first full meeting. It took us 53 minutes. I don't remember a 53 minute Council meeting in his seven years as Council member. Excellent job.

Mayor Fuller reminded everybody that election day is Saturday. Early voting ended today. We have three Council seats – At Large, District 1, and District 3 positions that are very important to the City. I encourage everyone if you haven't already, research every candidate and get out and vote on Saturday.

City Manager Grimes noted that the Police Department invites residents to Coffee with Cops on June 14th at the Whataburger, 9053 West University Drive from 8:00 to 9:00 a.m. Tonight until 9:00 p.m. at Old Settlers, Tacos with Cops is going on. I don't think I need another taco right now but I will stop by and say hello. McKinney Health Compliance now publishes the most recent health inspection reports for food establishments in full detail on the city’s website via an interactive map. Previously, the website displayed a numeral score for food establishments. As an update, the inspection report online will be a copy of the report establishments receive after the

health inspection is completed. The reports can be located on the City's website. The McKinney public library system is encouraging adults and children to explore places unknown during their Build a Better World Summer Reading program. Registration is open at McKinneypubliclibrary.org. Mr. Grimes introduced our new Assistant City Manager, Mr. Steve Tilton. He survived his first week and he is beginning a second. He has now survived his first Council Special and Regular Council meetings. We welcome Mr. Tilton to our executive management team. He joins us from Tinley Park, Illinois, so he's another refugee to the warm Texas climate. Welcome, Steve.

Council member Day left the meeting at 6:55 p.m.

Mayor Fuller recessed the meeting into executive session at 6:55 p.m. per Texas Government Code Section 551.071 (2) Consultation with City Attorney on any Work Session, Special or Regular Session agenda item requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said items (as needed), Section 551.071 (A). Litigation / Anticipated Litigation, Section 551.072 Discuss Real Property, Section 551.074 Discuss Personnel Matters, and Section 551.087 Discuss Economic Development Matters as listed on the posted agenda. Mayor Fuller recessed back into open session at 7:25 p.m.

Council unanimously approved the motion by Council member Rogers, seconded by Council member Branch, to adjourn. Mayor Fuller adjourned the meeting at 7:25 p.m.

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GEORGE C. FULLER
Mayor

ATTEST:

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SANDY HART, TRMC, MMC
City Secretary

17-547

TITLE: Minutes of the Board of Adjustment Meeting of March 29, 2017

SUPPORTING MATERIALS:

Minutes

BOARD OF ADJUSTMENT REGULAR MEETING

MARCH 29, 2017

The Board of Adjustment met in regular session in the Council Chambers, 222 N. Tennessee Street, McKinney, Texas, on March 29, 2017 at 5:30 p.m.

Board members Present: Scott Jacoby, Kimberly Davison, Randall Wilder, Patrick Cloutier and Board Alternate, Brian White. Board Alternate Present: Betty Petkovsek.

Absent: Brad Taylor

Staff Present: City Secretary Sandy Hart, Chief Building Official Rick Herzberger and Administrative Assistant Dee Boardman.

Chairman Jacoby called the meeting to order at 5:30 p.m. after determining a quorum was present.

17-291 Minutes of the Board of Adjustment Meeting of February 22, 2017

Board members unanimously approved the motion by Board member Wilder, seconded by Board member Davison, to approve the Minutes of the Board of Adjustment Meeting of February 22, 2017.

17-292 Conduct a Public Hearing to Consider/Discuss/Act on the Request by Sharon Scott for a 9' Variance from the Ordinance from the Minimum Side at Corner Setback of 15' for the Property Located at 315 N Waddill Street, McKinney Texas

Mr. Mark McReynolds, 2704 Elmwood Court, McKinney, was given five minutes to make comments about the item. Mr. McReynolds stated he was the designer for Ms. Scott, property owner. The intent is to put an addition on the backside of the kitchen. House was built in 1920's-1930's. Current zoning requires a 15' side setback at a side street which would not be enough square footage for her addition. History of the street revealed the property lost six feet due to widening/re-paving back then. The home on the property is a historic home and is on the City landmark list. Chairman Jacoby questioned whose driveway it was in relation to the proposed addition. It was the property owner's driveway. Member Kim Davison asked if the addition was to be shaped like a box at completion if

the variance was granted. Mr. McReynolds responded yes and part of the construction will include an enclosure of the porch. Sharon Scott, 315 N Waddill Street, property owner, mentioned that she will be adding a sun porch to the back of the house. In order to maintain the beauty and integrity of the 1926 home, both gables must be pulled out. Many improvements were done to the home. The Patterson House, as it is called, is deemed The House with Nine Gables, she says. Neighbor, Mavis Ramey who lives at 308 N Morris Street visited and discussed the notice and didn't have a problem with the variance request. She mentioned that she too had 6' of her property taken as well. This just confirms how many people were affected by the widening/re-paving that was done and she shouldn't be penalized for something that had been done so long ago. Ms. Scott also mentioned she has health issues particularly with her knees. With the new kitchen addition, she will be able to have more space instead of using a ladder which she is unable to use. The house across the street, 316 N Waddill Street, had received a variance for a porte-cochere which is much closer to the property line than what was designated. There is no reason to have one because they already have a two car driveway. Google maps were taken in 2013 that was submitted along with the application, in order to see this addition, you would have to be inside property. The shrubbery will hide the addition. Additional photos were submitted. Chairman Jacoby read a total of two letters that were received, both of them were in favor. Chief Building Official, Rick Herzberger read the Building Official Statement from Agenda Item 17-02. Board member Cloutier remarked that although the current Board was not involved at that time of the variance approval across the street, 316 N Waddill, it was based on their own merit and that the current Board does not have the benefit of what was said and done at that meeting but appreciated the applicant for being well prepared. The Board unanimously approved the motion by Board member Cloutier, seconded

by Board member White, to approve the request by Sharon Scott for a 9' variance from the Ordinance from the minimum side at corner setback of 15' for the property located at 315 N Waddill Street, McKinney Texas.

17-293 Conduct a Public Hearing to Consider/Discuss/Act on the Request by Doug and Melissa Willmarth for an 18' Variance from the Ordinance from the Minimum Rear Yard Setback of 25' for the Property Located at 804 N College Street, McKinney Texas.

Mr. Doug Willmarth, 804 N College Street, is requesting a variance at the rear setback for a cover and screen in above an existing deck in order to provide shelter and privacy to get in and out of the home. Mr. Willmarth states he is unable to do the wrap around deck with the rear setback being 25'. The purpose was to keep improvements on the back of the house from bothering the neighbors. The dirt/paved alley behind the property has been a topic of conversation in the neighborhood, both for and against improvements or closure. It creates a 30' – 35' buffer zone between properties. A lot of care was taken when designing the plans for the addition in terms of style, architectural design and keeping with the aesthetics of the house within the neighborhood. With the requested variance and the alley, the back of the covered porch would be more than 35' away from adjoining lots. Photos were presented. Mr. Willmarth also stated that there was confusion when notification letters with maps were sent out depicting his request to build into the alley. Some of the letters that was sent in was for protest. After clarifying the request with his neighbors, one property owner retracted their decision and approved. Board member White asked how high is the roofline of this addition? The roofline is that of a single story. Mr. Kobey Seale, 403 Tucker Street, stated that in answer to the previous question, the addition is a single story. Looked at side yard, will be encroaching even further and to neighbor. Intent was to use the existing deck area and add a cover with all open air and screened in. Chair Jacoby referred to a protest letter

about the applicant's garage being open to the alley way, Mr. Willmarth says no it doesn't and may have been one of three property owners that do open to the alley. Chair Jacoby misread the letter. There was further discussion using photos presented particularly the back of the garage. The fence is to be adjusted to the property line. Chair Jacoby asked whether the existing deck was to be replaced and rebuilt. Mr. Seale mentioned some of the decking will be rebuilt and the height will be lowered 6". Christine Lindsey, 800 N. College Street, stated the notification letter she received was misleading, access is difficult and more detailed information should be on the notification letter of the request. Had she known this, she would have approved. Mr. Billy Simmons, 509 Heart Street, agreed with Ms. Lindsey's statement and says he is one of the three property owners that use the alley on a daily basis. Chief Building Official, Rick Herzberger read the Building Official Statement from Agenda Item 17-02. (Audio inaudible) Member Davison asked Mr. Herzberger if the City has plans to make it a City street. Mr. Herzberger says he thinks not in the next five years from what he understood. Mr. Simmons mentioned they would have to tear down two homes in order to make the alley into a street. One of the two homes is fairly new. He says he didn't think this will happen. Chairman Jacoby read a total of six letters that were received, five of them were in favor and one was protest. Property owners at 806 N. College Street mentioned because of the ground height of the addition, their yard privacy would be substantially compromised and the value of their property would be decreased. They also mentioned their garage also opens into the alley in addition to other three properties. Board members unanimously approved the motion by Board member Cloutier, seconded by Board member Davison, to approve the request by Doug and Melissa Willmarth for an 18' variance from the Ordinance from the minimum rear yard setback of 25' for the property located at 804 N. College Street, McKinney, Texas.

17-294 Conduct a Public Hearing to Consider/Discuss/Act on the Request by Mathew J. Scott for a 5' Variance from the Ordinance from the Minimum Rear Yard Setback of 10' for the Property Located at 5100 Feather Crest, McKinney Texas. Administrative Assistant Dee Boardman stated a correction needed to be made to the property owner's name from Mathew J. Scott to Mathew J. Scow. Correction noted.

Mr. Mathew J. Scow, property owner, wants to create a backyard outdoor living space, remodel existing pool, create deck with cover for privacy. He submitted the remodel permit application and didn't realize there was a 10' rear setback. Because the property is on a corner lot, there is not a lot of space to work with. The only area to expand is in the rear yard toward the retaining wall and that will run in line with the pool and not the back door of the house. The cover will look like it was originally with the house and will fit in with the neighborhood and not detract from anybody. Chairman Jacoby asked about drainage. Mr. Scow says there is an existing French drain on the side property next to the neighbors. The proposed plan is to install drain pockets at the deck area to drain to the corner of the street. Chief Building Official, Rick Herzberger read the Building Official Statement from Agenda Item 17-04. Chairman Jacoby read two of three letters. One protest and two approved. Chairman Jacoby questioned Mr. Scow if the protest letter was from the property owner with the second story deck? (Audio in audible) Board member Wilder asked if construction was completed, would it be a hindrance to the Fire Department to gain access to the property in case of a fire. Chairman Jacoby stated the Fire Department is good at reaching things you don't think they can reach and in a very timely manner. Possibly the side of the property. Board members unanimously approved the motion by Board member White, seconded by Board member Wilder, to approve the request by Mathew J Scow for a 5' variance from the Ordinance from the minimum rear yard setback of 10' for the property located at 5100 Feather

Crest, McKinney, Texas. Board member Cloutier's only concern was the drainage and was pleased with the discussion.

Board members unanimously approved the motion by Board member Cloutier, seconded by Board member White, to adjourn.

Chairman Jacoby adjourned the meeting at 6:24 p.m.

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SCOTT JACOBY
Chairman

17-553

TITLE: Minutes of the Historic Preservation Advisory Board Regular Meeting of May 4, 2017

SUPPORTING MATERIALS:

Minutes

HISTORIC PRESERVATION ADVISORY BOARD

MAY 4, 2017

The Historic Preservation Advisory Board of the City of McKinney, Texas met in regular session in the Council Chambers of the Municipal Building on Thursday, May 4, 2017 at 5:30 p.m.

Board Members Present: Chairperson Shannon Burton, Vice-Chairperson Peter Bailey, Jonathan Ball, Amber Douzart, Lance Hammond, Terrance Wegner, and Karen Zupanic

Staff Present: Planning Manager Matt Robinson, Historic Preservation Officer Guy Giersch, and Administrative Assistant Terri Ramey

Chairperson Burton called the meeting to order at 5:30 p.m. after determining a quorum was present.

The Board approved the motion by Board Member Zupanic, seconded by Board Member Ball, to approve the following consent item, with a vote of 6-0-0.

17-443 Minutes of the Historic Preservation Advisory Board Regular Meeting of April 6, 2017

END OF CONSENT

Chairperson Burton continued the agenda with the Regular Agenda.

Vice-Chairperson Bailey arrived at the meeting at 5:33 p.m.

17-004HTM Conduct a Public Hearing to Consider/Discuss/Act on the Request by Bryan & Rebecca Johnson, for Approval of a Historic Marker for the House Located at 504 North Church Street

Mr. Guy Giersch, Historic Preservation Officer for the City of McKinney, explained the Historic Marker application and stated that Staff was recommending approval of a Historic Marker for 504 N. Church Street. He offered to answer questions.

Board Member Hammond asked why the property had been sold so frequently. Mr. Giersch stated that it was a grand house. He stated that some of the previous owners had moved due to a job relocation.

Chairperson Burton asked how the names of previous owners were selected to name old houses. Mr. Giersch stated that typically it was the original homeowner and/or a previous owners that was significant to the City.

Vice-Chairperson Bailey asked where the Finney's Bakery was located. Mr. Giersch stated that it was located on North Tennessee Street, across from the old Safeway building. He stated that the building is still there; however, was unoccupied.

Mr. Bryan Johnson, 504 N. Church Street, McKinney, TX, concurred with the Staff Report. He gave a brief history of the improvements made to the house since the 1970's.

Chairperson Burton asked how long they had lived in the house. Mr. Johnson said that they moved there in October 2016.

Chairperson Burton opened the public hearing and called for comments. There being none, on a motion by Board Member Hammond, seconded by Board Member Douzart, the Board approved the motion to close the public hearing and approve the request as recommended by Staff, with a vote of 6-0-1. Vice-Chairperson Bailey abstained from the vote due to missing part of the presentation.

17-004HT Conduct a Public Hearing to Consider/Discuss/Act on the Request by Bryan & Rebecca Johnson for Approval of a Level 1 Historic Neighborhood Improvement Zone Tax Exemption for the House Located at 504 North Church Street

Mr. Guy Giersch, Historic Preservation Officer for the City of McKinney, explained the proposed Level 1 Historic Neighborhood Improvement Zone Tax Exemption request and stated that Staff was recommending approval of the Level 1 Tax Exemption for 504 N. Church Street.

Mr. Bryan Johnson, 504 N. Church Street, McKinney, TX, concurred with the Staff Report.

Chairperson Burton opened the public hearing and called for comments. There being none, on a motion by Board Member Bailey, seconded by Board Member Ball, the Board approved the motion to close the public hearing and approve the request as recommended by Staff, with a vote of 6-1-0. Board Member Zupanic voted against the motion.

17-444 Discuss Status of Historic Home Recognition Calendar

Mr. Guy Giersch, Historic Preservation Officer for the City of McKinney, and the Board discuss the Historic Home Recognition Program. Staff gave an update on the calendar advertisements sold to-date.

Board Member Douzart suggested holding a special celebration in Downtown McKinney to showcase the calendar and invite all of the advertisement sponsors, property owners, Board Members, et cetera to attend it. Board Member Zupanic offered to check with McKinney Performing Arts Center (MPAC) to see if they would be willing to host an event there. She stated that the Heard-Craig Center for the Arts could be a backup location for the event. Board Member Wegner suggested holding the event at the Collin County History Museum since the old Post Office was being featured in the calendar. Mr. Giersch thought that would be a good location, since they are hosting the Texas and Collin County World War 1 Centennial Commemoration exhibit.

END OF REGULAR AGENDA ITEMS

There being no further business, Chairperson Burton declared the meeting adjourned at 6:13 p.m.

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SHANNON BURTON
Chairperson

17-564

TITLE: Minutes of the Main Street Board Meeting of May 11, 2017

SUPPORTING MATERIALS:

Minutes

McKinney Main Street

aka McKinney Downtown Business Re-Development Board

MAY 11, 2017

The McKinney Downtown Business Re-Development Board of the City of McKinney, Texas met in regular session at the McKinney Performing Arts Center, Encore Wire Room, 111 N. Tennessee Street, McKinney, Texas on May 11, 2017 at 8:30 a.m.

Chairwoman Jan Elwell called to order the meeting of the McKinney Downtown Business Re-Development Board at 8:36 a.m. after determining a quorum present. Board members present: Jan Elwell, Kaci Lyford, Alex Lanio, Edna Brown, Amber Gutschlag, Robert Hamilton, Ric Anderson, and Courtney Ward.

Absent: Jolie Williams

Main Street staff present: McKinney Main Street Director Amy Rosenthal, McKinney Main Street Program Coordinator Aaron Werner, MPAC Marketing Coordinator Jakia Dudley-Faine, City of McKinney Special Events Coordinator Geoff Fairchild and MPAC/Main Street Executive Assistant Belinda Kennedy.

Guests: City of McKinney Councilman Travis Ussery, City of McKinney Assistant City Manager Barry Shelton, and Rick Glew.

17-474 City Liaison Report

Mr. Ussery updated the Board on the Craig Ranch hotel project, which has been approved by City Council and will be moving forward. Mr. Shelton updated the Board on the downtown parking committee progress, construction has begun on two lots, 70 spaces at the Wysong sight and 47 spaces at the Methodist parking lot. Also, the parking garage at Virginia and Chestnut is moving forward. Completion date is April 4, 2018. The concept for gravel lots was not approved and the Comp plan has been extended 12 months. The 380 bypass project is ongoing and TXDOT is taking the lead on that. Mr. Shelton revisited the Craig Ranch hotel project, adding that it will be a Marriott hotel. The City is working with KDC to partner on the Gateway development.

17-475 Director's Report

Ms. Rosenthal encouraged the Board to vote for Downtown McKinney on America's Main street contest. Main Street could win $25,000. There are many ideas of how to spend the money: another Polaris; public art; wireless sound, etc. Ms. Rosenthal invited the Board to the June 8, 2017 Serve McKinney event. At the event you can learn about the Boards and Commissions and other non-profits. This is a great event and hopefully some Board members can attend. On our Board, Jan Elwell is termed out and everyone else needs to apply to stay on the Board. Ms. Rosenthal updated the Board on the Polaris. We are waiting on the top signage and the shuttle will run about 32-35 hours a week and will be adjusted as we go based on needs. On May 31st, the Downtown.TX org will have an event to showcase spaces for lease in McKinney. Ms. Rosenthal received an update for Volunteer McKinney concerning the Santa house. We had asked for 10% of proceeds, extending the hours and options to lease out the house when not in use. Volunteer McKinney has responded via letter and this will be reviewed by the staff and a committee if needed.

17-476 Minutes of the Main Street Board Meeting of April 13, 2017

Board members unanimously approved the motion by Board member Robert Hamilton, seconded by Board member Edna Brown, to approve the Minutes of the Main Street Board Meeting of April 13, 2017.

17-477 Consider/Discuss/Act on Financial Reports

Ms. Gutschlag discussed the included financial reports explaining the outstanding accounts receivable and that the profit/loss for Arts in Bloom will probably go down to around $10,000. Board members unanimously approved the motion by Board member Kaci Lyford, seconded by Board member Robert Hamilton, to approve the financial reports.

17-478 Consider/Discuss/Act on Downtown Christmas Tree

Ms. Rosenthal explained to the Board the options that we could pursue

for the Downtown Christmas Tree. In the past we spent approximately $9000 for a 36 foot Blue Spruce. The Board discussed options for an artificial tree or other live options but decided to stick with Sandone, pay for the installation and continue fundraising efforts to support the tree.

17-479 Discuss Bike the Bricks

Mr. Fairchild discussed the Bike the Bricks event and budget. The race expenses are fixed, this includes prizes, fencing, lighting, judges, tents, entertainment, etc. and income is a variable, with sponsorships, race registration, and commissions from vendors. We have a headliner band, Infinite Journey for the main stage and two other bands. Ms. Ward suggested that the Board form subcommittees for each event so the Board members can support the planning and execution done by the staff. The Board discussed. Mr. Fairchild stated that it would be very helpful for the Board members to take on certain planning aspects of the festivals, especially as they grow larger each year.

17-480 Discuss Arts in Bloom Recap

Ms. Rosenthal began the Arts in Bloom recap by playing the video for the event. We had 33,000 in attendance, 55 artists, from 16 states. Some concerns that came up with the event involve the local artist's set-up and leaving before the event was over, and paying vendors requested to be on the main streets not side streets. In order to attract more fine art we have to have the consumer willing to pay the price, not looking for local art that can be priced lower. The food and beverage areas did well, and some vendors felt we should stay open later.

Chairwoman Elwell adjourned the meeting at 10:13 a.m.

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JAN ELWELL
Chair

17-532

TITLE: Minutes of the Joint Meeting of McKinney Community Development Corporation and the Park, Recreation and Open Space Board Meeting of April 13, 2017

SUPPORTING MATERIALS:

Minutes

JOINT MEETING

APRIL 13, 2017

The Parks, Recreation, and Open Space (PROS) Board and the McKinney Community Development Corporation (MCDC) of the City of McKinney met in joint session in the Council Chambers of the Municipal building on April 13, 2017 at 5 p.m.

PROS Board members Present: Chairman Larry Pereira, Vice Chairman Richard Moreno, Melanie Butler, Kip Dixon, Boyd Pelley, Richard Szecsy and Leslie Warren.

McKinney Community Development Corporation Present: Chairman Kurt Kuehn, Secretary Hamilton Doak, Board members Jackie Brewer and Michelle Gamble. Board member Rick Glew arrived at 5:16 p.m. Absent: Vice Chairman David Clarke and Treasurer David Myers.

Staff Present: Ryan Mullins, Interim Director of Parks and Recreation; Tim White, Parks Maintenance Superintendent; Jenny Baker, Parks Planning & Development Manager; Jill Yount, Parks Planning Manager; Melissa Lee, Executive Assistant for Parks; Sheri Van Slycke, Operations & Compliance Administrator for MCDC and City Manager Paul Grimes.

17-375 Presentation of the Parks, Recreation, Open Space, Trails and Streetscape Master Plan. Parks Planning & Development Manager Jenny Baker and Lenny Hughes, Vice President and Director of Landscape Architecture for Halff Associates presented the Parks, Recreation, Open Space, Trails and Streetscape Master Plan. This Plan establishes parkland needs over the next 10 years and provides recommendations for developing McKinney's park system and park facilities to accommodate the future. Topics covered included the creek/greenbelt system that runs through McKinney as well as improvements to existing park infrastructure. In addition, the creation of gateways, portals & streetscapes was discussed.

MCDC Board members unanimously approved the motion by MCDC Board member Doak, seconded by MCDC Board member Gamble, to

adjourn. MCDC Chairman Kurt Kuehn adjourned the MCDC Board at 6:13 p.m.

17-376 Chairman Pereira called for the Minutes of the Parks, Recreation and Open Space Advisory Board Meeting of February 9, 2017. Motion to approve made by Board member Szecsy, seconded by Vice Chairman Moreno. Chairman Pereira did not call for a vote on this item and it will be re-presented to the PROS Board for consideration.

17-377 Chairman Pereira called for Consideration/Discussion/Action on a Recommendation to City Council to Authorize the City Manager to Execute a Contract with XIT Paving and Construction, Inc. of Waxahachie, Texas for the Construction of the Craig Ranch Parkway Hike and Bike Trail Project. Board members unanimously approved the motion by Board member Warren, seconded by Board member Szecsy, to approve the recommendation to City Council authorizing the City Manager to execute a contract with XIT Paving and Construction, Inc. of Waxahachie, Texas for the Construction of the Craig Ranch Parkway Hike and Bike Trail Project.

17-378 Chairman Pereira called for Consideration/Discussion/Action on a Recommendation to City Council to Authorize the City Manager to Execute a Contract with Wall Enterprises of Garland, Texas for the Construction of the Gold Star Families Memorial Monument. Board members unanimously approved the motion by Board member Warren, seconded by Board member Pelley, to approve the recommendation to City Council authorizing the City Manager to execute a contract with Wall Enterprises of Garland, Texas for the Construction of the Gold Star Families Memorial Monument.

17-379 Chairman Pereira called for Consideration/Discussion/Action on Plans for a Spring 2017 Parks Tour. No action taken.

Chairman Pereira asked for any Board comments, Board member Moreno commented on feeling strongly about trying to organize a McKinney Parks Foundation.

Board members unanimously approved the motion by Board member Butler, seconded by Board member Szecsy, to adjourn. Chairman Pereira adjourned the PROS Board meeting at 6:25 p.m.

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KURT KUEHN
MCDC Chairman

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C. LARRY PEREIRA
Chairman

17-591

TITLE:	Minutes of the McKinney Housing Finance Corporation Meeting of March 10, 2017

SUPPORTING MATERIALS:

Minutes

McKINNEY HOUSING FINANCE CORPORATION BOARD

MARCH 10, 2017

The McKinney Housing Finance Corporation of the City of McKinney, Texas met in the 2nd Floor Conference Room, 222 N. Tennessee Street, McKinney. Texas on March 10, 2017 at 8 a.m.

Board Members Present: President Harry Hickey, Treasurer James Bresnahan, Semiramis Amirpour, Bruce Quernemoen, and Dean Aslinia.

Absent: Vice President Bridgette Wallis and Jason Laseter.

Staff Present: Cristel Todd, Affordable Housing Administrator.

President Hickey presided and called the meeting to order at 8:04 a.m. after determining a quorum was present.

17-276 Minutes of the McKinney Housing Finance Corporation Meeting of October 14, 2016. Board unanimously approved the motion by board member Semiramis Amirpour, seconded by board member Dean Aslinia, to approve the Minutes of the McKinney Housing Finance Corporation Meeting of October 14, 2016.

17-277 Update on Tax Credit Applications. Sphinx, 380 and Throckmorton. Merritt Homes, 1200 N Tennessee.

17-278 Consider/Discuss/Act on Southeast Texas Housing Finance Corporation (SETH) 5 Star Texas Advantage Program. Staff provided an overview of the 5 Star Texas Advantage Program. Board unanimously approved the motion by board member Semiramis Amirpour, seconded by Treasurer James Bresnahan, to approve participation in the Southeast Texas Housing Finance Corporation (SETH) 5 Star Texas Advantage Program.

17-279 Consider/Discuss/Act on Providing Rental Assistance and Expenses to a Low Income Disabled Elderly Household. Board unanimously approved the motion by board member Dean Aslinia, seconded by board member Bruce Quernemoen, to approve $8,100.00 in Rental Assistance and Expenses for the Hernandez family.

17-280 Consider/Discuss/Act on Proposed Budget FY 2017-2018. Board unanimously approved the motion by board member Semiramis Amirpour, seconded by Treasurer James Bresnahan, to approve the Proposed Budget FY 2017-2018.

Board members unanimously approved the motion by board member Dean Aslinia, seconded by Treasurer James Bresnahan, to adjourn. The meeting was adjourned at 8:59 a.m.

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HARRY HICKEY
President

17-596

TITLE: Minutes of the Parks, Recreation and Open Space Advisory Board Meeting of May 11, 2017

SUPPORTING MATERIALS:

Minutes

PARKS, RECREATION AND OPEN SPACE ADVISORY BOARD

MAY 11, 2017

The Parks, Recreation, and Open Space (PROS) Board met in regular session at the Parks, Recreation, and Open Space Conference Room, 1611 North Stonebridge Drive, McKinney, Texas on May 11, 2017 at 5 p.m.

Board members Present: Chairman Larry Pereira, Vice Chairman Richard Moreno, Boyd Pelley, Richard Szecsy, Melanie Butler, Kip Dixon, and Leslie Warren. Melanie Butler departed at 6:07 p.m., Kip Dixon departed at 6:13 p.m. and Leslie Warren departed at 6:14 p.m.

Staff Present: Ryan Mullins, Interim Director of Parks and Recreation; Hamilton Doak, McKinney Community Development Corporation Board member; Tim White, Parks Maintenance Superintendent; Jenny Baker, Parks Planning & Development Manager; and Melissa Lee, Executive Assistant for Parks.

17-486 Chairman Pereira called for the Minutes of the Parks, Recreation and Open Space Advisory Board Meeting of February 9, 2017. Board members unanimously approved the motion by Board member Warren, seconded by Board member Moreno, to approve the Minutes of the Parks, Recreation and Open Space Advisory Board Meeting of February 9, 2017.

17-487 Chairman Pereira called for the Minutes of the Parks, Recreation and Open Space Advisory Board Meeting of April 13, 2017. Board members unanimously approved the motion by Board member Szecsy, seconded by Board member Butler, to approve the Minutes of the Parks, Recreation and Open Space Advisory Board Meeting of April 13, 2017. Due to subsequent formatting changes to the minutes of this meeting, it will be re-presented to the PROS Board for consideration.

17-488 Chairman Pereira called for Consideration/Discussion/Action on a Recommendation to City Council for Approval of the Parks, Recreation, Open Space, Trails and Streetscape Master Plan. Board members

unanimously approved the motion by Board member Dixon, seconded by Board member Pelley, to approve the recommendation to City Council for approval of the Parks, Recreation, Open Space, Trails and Streetscape Master Plan.

17-489 Chairman Pereira called for Consideration/Discussion/Action on Plans for a Spring 2017 Parks Tour. No action taken.

Chairman Pereira asked for any citizen comments, Mike Buchanan and Shelley Mead, residing on Grey Branch Road, were present and requested input on the future park facility located on Grey Branch Road.

Chairman Pereira asked for any Board comments, Board member Dixon asked about the annual Serve McKinney held at the Collin Higher Education Center on June 8, 2017. Board member Warren had questions regarding Trinity River debris removal and the status of Trinity Falls Park being open to the public. As well, Board member Warren asked about the process to request dog waste stations, trash cans and benches to be installed in parks. Chairman Pereira requested more trash cans at the Craig Ranch soccer complex. Board member Szecsy asked about the process for citizens to conduct service projects building picnic tables in city parks. Boyd member Pelley inquired about the status of the Parks Director position. Interim Director of Parks Ryan Mullins provided a PROS Department update to the Board. Chairman Pereira requested an agenda discussion item regarding the Stonebridge Ranch Maintenance Reimbursement Agreement.

Board members unanimously approved the motion by Board member Pelley, seconded by Board member Szecsy, to adjourn. Chairman Pereira adjourned the PROS Board meeting at 6:27 p.m.

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C. LARRY PEREIRA
Chairman

17-601

TITLE:	Minutes of the Planning and Zoning Commission Regular Meeting of May 23, 2017

SUPPORTING MATERIALS:

Minutes

PLANNING AND ZONING COMMISSION

MAY 23, 2017

The Planning and Zoning Commission of the City of McKinney, Texas met in regular session in the Council Chambers of the Municipal Building on Tuesday, May 23, 2017 at 6:00 p.m.

City Council Present: Travis Ussery

Commission Members Present: Chairman Bill Cox, Vice-Chairman Eric Zepp, Brian Mantzey, Cam McCall, Pamela Smith, and Mark McReynolds - Alternate

Commission Member Absent: Janet Cobbel and Deanna Kuykendall

Staff Present: Director of Planning Brian Lockley, Planning Managers Samantha Pickett and Jennifer Arnold, Planner II Steven Doss, Planner Melissa Spriegel, and Administrative Assistant Terri Ramey

There were approximately 30 guests present.

Chairman Cox called the meeting to order at 6:00 p.m. after determining a quorum was present.

Chairman Cox continued the meeting with the Consent Items.

The Commission unanimously approved the motion by Vice-Chairman Zepp, seconded by Commission Member McCall, to approve the following two Consent items, with a vote of 6-0-0.

17-545 **Minutes of the Planning and Zoning Commission Regular Meeting of May 9, 2017**

16-371GDP **Consider/Discuss/Act on a General Development Plan for Honey Creek, Located on the Northwest Corner of F.M. 543 (Weston Road) and County Road 229**

END OF CONSENT

Chairman Cox continued the meeting with the Regular Agenda Items and Public Hearings on the agenda.

17-099SUP **Conduct a Public Hearing to Consider/Discuss/Act on a Specific Use Permit Request for a Personal Service (Pamper Me Salon Spa Studios), Located on the Southwest Corner of Collin McKinney Parkway and Piper Glen Road**

Ms. Melissa Spriegel, Planner I for the City of McKinney, explained the proposed specific use permit. She stated that the applicant was requesting a specific use permit to

allow a personal service (salon and spa) located in the Southern Hills Office Park. Ms. Spriegel stated that the applicant was requesting to operate the personal service use within one suite of the office park on the subject property. She stated that the specific use permit, if approved, would apply to the property as a whole. Ms. Spriegel stated that the properties located to the west and north of the subject property are zoned for similar retail uses. She stated that the properties to the east are zoned for office uses and a common area is located adjacent to single family residential uses. Ms. Spriegel stated that the property to the south is zoned for multi-family residential uses. She stated that Staff did not anticipate that this specific use permit request would have a negative impact on adjacent development. Ms. Spriegel stated that Staff recommends approval of the proposed specific use permit and offered to answer questions. There were none.

Ms. Melissa Ndubko, 8951 Collin McKinney Parkway # 504, McKinney, TX, stated that she purchased the unit and had it built to salon specifications. She gave a brief history of her dream to open a salon and stated that she had worked hard towards her goal.

Chairman Cox opened the public hearing and called for comments. There being none, on a motion by Vice-Chairman Zepp, seconded by Alternate Commission Member McReynolds, the Commission unanimously voted to close the public hearing and recommend approval of the proposed specific use permit as recommended by Staff, with a vote of 6-0-0.

Chairman Cox stated that the recommendation of the Planning and Zoning Commission will be forwarded to the City Council meeting on June 20, 2017.

16-389SP Conduct a Public Hearing to Consider/Discuss/Act on a Site Plan for Restaurants and Retail Buildings (380 Crossing at Headington Heights), Located Approximately 975 Feet East of Hardin Boulevard and on the North Side of U.S. Highway 380 (University Drive)

Ms. Samantha Pickett, Planning Manager for the City of McKinney, explained the proposed site plan request. She stated that the applicant is proposed a multi-tenant building for retail and restaurant uses on approximately 38 acres. Ms. Pickett stated that site plan could typically be approved by Staff; however, the applicant is requesting approval of two variances. She stated that the first request was to allow a living plant screen to be used as a screening device for the overhead doors and loading dock on the

north side of the building. Ms. Pickett stated that these docks are approximately 215' away from the single family residential development. She stated that there is a 6' tall masonry screening wall required along the property line and a 10' buffer that will feature trees (one tree per 40'). Ms. Pickett stated that Staff feels there is adequate screening. She stated that the second variance request was for the loading dock that faces towards a non-residential property (Costco) to the west. Ms. Pickett stated that there is a fire lane, so locating screening on the property in this location was not feasible. She stated that this loading dock would only be visible to the wall adjacent to the property and not from any adjacent right-of-way or nearby single family residential properties. Ms. Pickett stated that Staff recommends approval of both variance requests and offered to answer questions. There were none.

Mr. Carlos Cabré, 5117 Heather Court, Flower Mound, TX, explained the two variance requests. He stated that he was the Civil Engineering on the project. Mr. Cabré stated that the civil and landscaping for the project had already been approved by Staff. He offered to answer questions. There were none.

Chairman Cox opened the public hearing and called for comments. There being none, on a motion by Alternate Commission Member McReynolds, seconded by Commission Member McCall, the Commission unanimously voted to close the public hearing and approve the proposes site plan as recommended by Staff with the conditions listed in the Staff Report, with a vote of 6-0-0.

17-127SUP Conduct a Public Hearing to Consider/Discuss/Act on a Specific Use Permit Request for Indoor Commercial Amusement (Exit Plan), Located at 218 East Louisiana Street

Mr. Brian Lockley, Director of Planning for the City of McKinney, explained the proposed specific use permit. He stated that the applicant is requesting a specific use permit in order to operate an escape room adventure business (Exit Plan) as an indoor commercial amusement at 218 E. Louisiana Street. Mr. Lockley stated that the zoning of the property was "MTC" – McKinney Town Center Zoning District that requires that a specific use permit be granted in order for an indoor commercial amusement to be operated on the subject property. He stated that the "MTC" – McKinney Town Center Zoning District was intended to implement the Town Center Master Plan, which calls for

pedestrian oriented, mixed-use, urban infill redevelopment, providing shopping, employment, housing, and business and personal services. Mr. Lockley stated that this is achieved by promoting an efficient, compact and walkable development pattern. He stated that the proposed indoor commercial amusement use would not affect the exterior of the building. Mr. Lockley stated that Staff recommended approval of the proposed specific use permit and offered to answer questions. There were none.

Mr. Elliott Collins, 2825 Summer Tree Lane, McKinney, TX, explained he was eager to get started on this proposed use and offered to answer questions.

Chairman Cox asked for clarification on an escape room. Mr. Collins stated that the participants go into a room, figure out riddles and clues that leads them into another room, and they do this until they make it through the whole course. He stated that they were not actually locked in where they could not exit if needed. Mr. Collins stated that it was a fun experience. He stated that his friend runs a similar business in Virginia that has been very successful.

Chairman Cox opened the public hearing and called for comments. There being none, on a motion by Commission Member Mantzey, seconded by Commission Member McCall, the Commission unanimously voted to close the public hearing and recommend approval of the proposed specific use permit as recommended by Staff, with a vote of 6-0-0.

Chairman Cox stated that the recommendation of the Planning and Zoning Commission will be forwarded to the City Council meeting on June 6, 2017.

Chairman Cox stepped down on the following item # 17-092Z due to a possible conflict of interest.

Vice-Chairman Zepp continued the meeting.

17-092Z **Conduct a Public Hearing to Consider/Discuss/Act on a Request to Rezone the Subject Property from "RG 18" - General Residence District to "PD" - Planned Development District, for Multi-Family Residential Uses and Generally to Modify the Development Standards, Located at the Southeast Corner of Rockhill Road and North Brook Drive**

Mr. Brian Lockley, Director of Planning for the City of McKinney, stated that this was discussed during the Planning and Zoning Commission Work Session held prior to this meeting and that the applicant was present for that presentation. He requested that

the applicant make their presentation and the public hearing be held prior to Staff giving their recommendation.

Mr. Shea Kirkman, Kirkman Engineering, 4821 Merlot Avenue, Grapevine, TX, thanked Mr. Lockley and the Planning Staff for their assistance with this request. He stated that Staff stated in the Work Session earlier that they request the item be tabled to the next Planning and Zoning Commission meeting; however, they would like the request to move forward. Mr. Kirkman stated that the errors in the Staff Report were easily explained. He explained the proposed rezoning request and gave a presentation. Mr. Kirkman stated that this property was zoned for "RG-18" – General Residence District in 1984. He stated that it was currently entitled to 60 multi-family units on the property. Mr. Kirkman stated that due to its zoning from the 1980's, he felt that the 10% Multi-Family Policy requirement did not apply. He discussed the surrounding developments. Mr. Kirkman stated that they were asking for four items due to the constraints on the property. He stated that they were asking for a density increase from 60 units up to 72 units, a 6' wrought iron fence with masonry columns and landscaping on the eastern and southern property lines, the exterior windows to be oriented towards adjacent single family residential use and/or zoning, reduced setback requirements, and a waiver on the covered parking. Mr. Kirkman stated that they plan to take the traffic west out of the property and that they were not proposing any driveways to the north side of the property near the single family residential neighborhood. He stated that they had added some amenities. Mr. Kirkman stated that the site was only 280' deep. He stated that the proposed screening was less impactful to the site. Mr. Kirkman stated that the current vegetation on the property line was a wonderful screen. He stated that 150' setbacks would not allow them to develop on over half of the property. Mr. Kirkman stated that they were limited to a two-story structure. He stated that there was 36 required covered parking spaces; however, they were proposing to construct 55 covered parking spaces. Mr. Kirkman stated that in addition to the required standards, they proposed some site enhancements. He stated that there was a 50% masonry requirement; however, they propose to provide 100% masonry. Mr. Kirkman stated that two amenities were required; however, they proposed to provide three (business center, fitness center, and basketball court). He stated that they also plan to provide three minor architectural enhancements.

Mr. Kirkman stated that they were asking for four variances. He stated that he understood there was some surrounding neighborhood concerns. Mr. Kirkman offered to answer questions.

Alternate Commission Member McReynolds wanted to clarify that the proposed units would not be taller than two-story structure. Mr. Kirkman stated that was correct.

Vice-Chairman Zepp wanted to clarify that they were proposing to build at least the required amount of parking spaces for the development. Mr. Kirkman said yes; however, they did not have the room to build the garage or tandem concept. He stated that they proposed to construct extra covered parking spaces instead.

Commission Member Smith asked how many parking spaces per unit they proposed to build. Mr. Kirkman stated that 124 parking spaces were required and they proposed to build 128 parking spaces.

Commission Member Mantzey stated that they were talking about not having enough space on the property; however, they were asking for more units to be allowed under the current zoning. Mr. Kirkman stated that the current zoning allowed for 60 total units. He stated that when they designed the three pads that it came to 72 units. Commission Member Mantzey restated that there was a space limitation and they want to add more units. Mr. Kirkman stated that it was a density restriction that triggered the variance request.

Alternate Commission Member McReynolds wanted to clarify how many extra units that they were requesting for the project. Mr. Kirkman stated that they were 12 units over what was currently allowed on the property.

Commission Member McCall wanted to clarify that they were proposing four parking spaces over the requirement. Mr. Kirkman said yes.

Commission Member Mantzey asked how many parking units were required per unit. Mr. Kirkman stated that one parking space per unit and a half parking space per bedroom was required.

Mr. Lockley stated that then requirement was for a garage parking; however, the applicant was requesting covered parking spaces in lieu of garages.

Commission Member Smith asked if there would be adequate parking spaces for the proposed number of units. Mr. Lockley stated that there would be an adequate number of parking spaces.

Vice-Chairman Zepp opened the public hearing and called for comments.

The following residents spoke in opposition to the rezoning request.

Mr. Jeff Ellis, 2802 Rockhill Road, McKinney, TX, stated that he had lived there for 22 years. He stated that the applicant was asking for four variances, which seemed to state to him that the project did not fit on the property. Mr. Ellis asked where overflow parking would occur, if needed. He questioned if they would be parking in front of the residents houses. Mr. Ellis stated that no parking was permitted on North Brook Drive. He stated that Rockhill Road was a 1 ½ lane road. Mr. Ellis stated that he was the lessor to the property to the east of the subject property, which was currently a horse pasture. He stated that he had concerns about what happens during the construction process if his fence was damaged where his livestock would be free to roam. Mr. Ellis stated that this was a quiet, sleepy neighborhood. He stated that they understand that the property is zoned for multi-family uses; however, he did not feel that high density multi-family was the correct use for the property.

Mr. Gary Davis, 5121 Forest Lawn Drive, McKinney, TX, stated that his 81 year old mother lives at 2900 Rockhill Road and his sister lives at 2904 Rockhill Road. He stated that they were the only two houses that face the subject property. Mr. Davis stated that nobody wants to look out their front door to see dense multi-family housing. He stated that Rockhill Road is a lane and a half until you get to the top of the hill. Mr. Davis stated that the portion of Rockhill Road from Dogwood to Hwy. 75 (Central Expressway) is coming completely apart and cannot handle any more traffic. He expressed concerns about the proposed density, whether or not adequate parking was being provided, and possible parking on the streets. Mr. Davis stated that there was a lot of congestion on Rockhill Road already.

Mr. Michael Hann, 2720 Rockhill Road, McKinney, TX, stated that he had lived there for 21 years. He felt that they were proposing too dense of a plan. Mr. Hann stated that there was already a large apartment complex around the corner. He felt that the

residents of that apartment complex put a lot of pressure on the parks and streets. Mr. Hann stated that the proposed development would add more pressure.

Ms. Julie Chapin Ellis, 2802 Rockhill Road, McKinney, TX, stated that they built their house in 1996 and had lived there ever since then. She expressed concerns about the horses they have on the property to the east of the subject property. Ms. Ellis stated that they had previously kept their horses on another property where construction took place next to it and they had issues with the fence being taken down which caused them to round up their horses when they got out. She stated that there were some apartments approximately ¼ mile up the road. Ms. Ellis stated that she did not want to live by apartments. She stated that they have traffic issues and that her child could not ride a bike on their street. Ms. Ellis stated that was ridiculous for a suburban area. She stated that she appreciated the applicant proposing the driveway off the east side of the property and not directly across from their residential properties. Ms. Ellis stated that Rockhill Road was a very badly maintained road. She expressed concerns about the additional traffic this development would create. Ms. Ellis questioned whether or not there would be adequate parking available at the site. She stated that they already have issues with people using the park that also park in front of their houses. Ms. Ellis stated that they also have a problem with abandon vehicles in the area. She stated that there was nothing positive about the proposed development that will help her neighborhood. Ms. Ellis offered to answer questions. There were none.

Ms. Pamela Davis, 2900 Rockhill Road, McKinney, TX, turned in a speaker's card in opposition to the rezoning request and noted that she did not wish to speak during the meeting.

On a motion by Commission Member Mantzey, seconded by Commission Member Smith, the Commission voted to close the public hearing, with a vote of 5-0-1. Chairman Cox abstained.

Alternate Commission Member McReynolds asked for clarification on the 10% Multi-Family Policy requirement. Mr. Lockley stated that at the time the Multi-Family Policy was adopted in 2001, all of the sectors of the City were above the allotted 10%. He stated that the City recognizes the need for multi-family developments and that they serve a purpose. Mr. Lockley stated that the 10% in each sector was to create some

balance of multi-family developments in the City. He stated that this takes into account the amount of land that can be developed for multi-family uses. Mr. Lockley stated that the applicant can already develop multi-family to a certain density; however, they were requesting a higher density multi-family development that what is currently allowed on the subject property. He stated the addition units are what exceeds the Multi-Family Policy.

Commission Member Smith asked if the intent of the Multi-Family Policy was to make sure that the City was not overrun with multi-family at buildout. Mr. Lockley stated that was correct.

Vice-Chairman Zepp stated that the Comprehensive Plan and Future Land Use Plan (FLUP) were meant to be a guides and were not Zoning Ordinances. Mr. Lockley agreed.

Commission Member Smith wanted to clarify that what was being discussed was the Multi-Family Policy and not the Comprehensive Plan. Mr. Lockley stated that was correct. He stated that the Comprehensive Plan is a vision for the City.

Commission Member McCall asked if the roads being affected by the proposed development would be improved. Mr. Lockley stated that it was based on the Thoroughfare Plan, which is a part of the Comprehensive Plan. He stated that if any improvements needed to take place during this development that would be part of the platting process.

Commission Member Mantzey stated that the site has challenges due to its size. He stated that he did not feel that he could recommend approval of the rezoning request for a site with size challenges and where they want to increase the density, which would create a bigger issue. Commission Member Mantzey stated that the property owners to the north would be the ones suffering if all of the variances were granted.

Alternate Commission Member McReynolds concurred with Commission Member Mantzey's comments. He stated that he was not in favor of increasing the density on the property. Alternate Commission Member McReynolds stated that if the 150' setback was enforced then it would render the property useless, so he did not have an issue with that variance. He stated that they should stick to the 6' masonry wall around the property line as required. Alternate Commission Member McReynolds stated that he was okay

with the proposed covered parking in lieu of garage parking. He stated that the property was zoned for multi-family uses; however, he did not feel that we should allow an increase in density there. Alternate Commission Member McReynolds stated that it was an extremely busy road.

Commission Member McCall concurred with Alternate Commission Member McReynolds's comments. He stated that it would be overcrowding this area. Commission Member McCall stated that Rockhill Road was a smaller road than average. He stated that is why he asked earlier when Staff would be looking into any street improvements necessary. Commission Member McCall questioned that there would be adequate parking provided. He stated that it just seems overcrowded to him and that he could not support the rezoning request at this time.

Commission Member Smith concurred with the previous three Commission Member's comments. She stated that she was not as concerned with the Comprehensive Plan, since it was a guide. Commission Member Smith stated that she understood about the Multi-Family Policy and recalled when it was created and its intent. She stated that the surrounding residential property owners were aware that the property is currently zoned for multi-family uses. Commission Member Smith stated that the residents have a reasonable expectation that this property would develop within the Multi-Family Policy.

Vice-Chairman Zepp asked Mr. Kirkman if the density was the main issue with this rezoning request. Mr. Kirkman said yes.

Vice-Chairman Zepp asked Mr. Kirkman about tabling the request. Mr. Kirkman stated that they wished to proceed if Staff's reasoning behind requesting the item be tabled was the errors in the Staff Report. He stated that they wanted to receive feedback from the public to hear their concerns. Mr. Kirkman stated that the feedback from the Commission was also helpful. He suggested tabling the item to allow them to review the comments on this request

On a motion by Commission Member Mantzey, seconded by Commission Member Smith, the Commission voted to table the item to the June 13, 2017 Planning and Zoning Commission meeting, with a vote of 5-0-1. Chairman Cox abstained.

Mr. Lockley stated that Staff will renotice for the next meeting.

Chairman Cox returned to the meeting.

17-039Z Conduct a Public Hearing to Consider/Discuss/Act on a Request to Rezone the Subject Property from "RG 18" - General Residence District to "PD" - Planned Development District, for Multi-Family Residential Uses and Generally to Modify the Development Standards, Located at 1200 N. Tennessee Street

Mr. Brian Lockley, Director of Planning for the City of McKinney, explained the proposed rezoning request. He stated that the property extends back to Hwy. 5 (McDonald Street). Mr. Lockley stated that the subject property was an existing McKinney Housing Authority development that they want to redevelop. He stated that they would follow the "MF-1" – Multiple Family Residential – Low Density District requirements with several special ordinance provisions that would define the property. He stated that they were proposing a maximum of 140 dwelling units, a maximum building height of three stories, modified building setbacks, and parking requirements. He stated that the Zoning Ordinance requires a level of exceptional quality or innovative design or development. Mr. Lockley stated that the applicant was proposing to increase the number of required amenities from three to five. He stated that among the proposed amenities is a centralized internal open space that is a minimum of one acre in size. Mr. Lockley stated that while Staff recognizes that the proposed rezoning is not in compliance with the City's Multi-Family Policy in regards to the number of new multi-family units, the rezoning request is intended to help redevelop an existing multi-family public housing development. He stated that in addition the rezoning request is in conformance with the Comprehensive Plan, which calls for medium density residential uses. Mr. Lockley stated that the proposed redevelopment would provide a lot more housing options and opportunities for people on the east side of McKinney. He stated that Staff has no objections and recommends approval of the proposed rezoning request. He offered to answer questions.

Alternate Commission Member McReynolds asked if the redevelopment would be for public housing. Mr. Lockley said yes.

Alternate Commission Member McReynolds asked about the difference in unit numbers between what is currently there and what is proposed. Mr. Lockley stated that they were proposing to build a maximum of 140 dwelling units. He suggested that the applicant state the current unit count during their presentation.

Commission Member McCall asked if this was under the 10% multi-family percentage requirement. Mr. Lockley stated that it exceeds 10% citywide.

Mr. Martin Sanchez, 2000 N. McDonald Street # 100, McKinney, TX, explained the proposed rezoning request. He gave a brief history of the Newson and Merit developments and discussed why they needed to be redeveloped. Mr. Sanchez stated that there were currently 86 units on the subject property. He stated that they were looking at developing approximately 136 units; however, that number could change a little. Mr. Sanchez stated that they were capping the unit number at 140. He stated that this would be considered urban redevelopment. Mr. Sanchez stated that they were proposing to build mostly two-story building and a few three-story buildings. He stated that enclosed parking did not make sense. Mr. Sanchez stated that the McKinney Housing Authority had a limited budget and there were on-site constraints. He stated that this would be a strong community that serves a need in McKinney. Mr. Sanchez stated that the use would not change; however, the living conditions and quality of life were certainly going to improve. He asked for a recommendation for approval and offered to answer questions.

Commission Member Smith asked if currently all units were occupied. Mr. Sanchez said yes.

Commission Member Smith asked where the current residents were going to live while the subject property was being redeveloped. Mr. Sanchez stated that they were relocated to other residential properties in McKinney until their unit was ready for them to move into and then they were relocated back into their community.

Commission Member Mantzey asked if there was a waiting list to move into these communities. Mr. Sanchez said yes.

Alternate Commission Member McReynolds asked for additional clarification on where the residents were relocated to during the transition. Mr. Sanchez stated that they were relocated all over the community in other multi-family facilities and for rent properties. Then they were relocated back after the new units were ready. He stated that they try to make it as seamless as possible. Mr. Sanchez stated that this is their neighborhood and they do not really want to go somewhere else; however, they are willing to do it for an improvement in the quality of life of improving the housing.

Commission Member McCall asked if the residents were aware that they will have to move out and then move back in. Mr. Sanchez said yes.

Commission Member Smith asked about the current amenities on the property. Mr. Sanchez stated that there was a community room; however, he did not consider it very much of an amenity. He stated that the McKinney Housing Authority Board meets there and the residents hold some social and teaching activities there.

Alternate Commission Member McReynolds asked about the new amenities for the proposed redevelopment. Mr. Sanchez stated that they plan to build playgrounds, outdoor park space, business center, and a fitness center inside the main structure.

Commission Member McCall asked about the fence currently around the property. Mr. Sanchez stated that there was currently a wrought iron fence with columns. He stated that screening would be addressed during the site plan phase of the project. Mr. Sanchez stated that it would be screened.

Commission Member Mantzey asked if most of the surrounding properties were light industrial. Mr. Sanchez said yes.

Vice-Chairman Zepp stated that if they were not able to increase the density on this property then they would probably have to purchase another property to address to need for affordable housing. Mr. Sanchez agreed.

Alternate Commission Member McReynolds asked about the Newsome project. Mr. Sanchez stated that they were very proud of the success of that community. He stated that Newsome originally had 64 units and the new development has 180 units. Mr. Sanchez stated that the same architect would be working on the proposed Merit redevelopment. Alternate Commission Member McReynolds stated that the Newsome development looks a lot nicer than before.

Chairman Cox opened the public hearing and called for comments.

Ms. Karen Burnside, 817 Inwood Drive, McKinney, TX, stated that they own a property to the south of the subject property. She stated that they were not against the request at all. Ms. Burnside expressed concerns about drainage and erosion issues at the creek. She stated that the creek area was eroding away. Ms. Burnside questioned whether or not the new taller buildings would cause addition drainage issues.

On a motion by Commission Member Mantzey, seconded by Commission Member Smith, the Commission unanimously voted to close the public hearing, with a vote of 6-0-0.

Commission Member McCall asked Staff for their position on this request. Mr. Lockley stated that Staff was in favor of the request. He stated that if this is an urban development then the 10% requirement in the Multi-Family Policy would not apply. Mr. Lockley stated that this project can exceed 10% for this sector, since there needs to be a higher density in an urban area.

Commission Member Smith stated that she commends the work of the McKinney Housing Authority. She stated that there was definitely a need for more affordable housing. Commission Member Smith stated that this is an established neighborhood. She was in favor of increasing the opportunity for the demographic that this project would provide. Commission Member Smith stated that it would be a win-win all around. She stated that the residents would be proud of the new development. Commission Member Smith stated that the Newsome project was a benefit to the aesthetic appeal down Hwy. 5 (McDonald Street).

Vice-Chairman Zepp asked Mr. Sanchez to address Ms. Burnside's comments about drainage issues. Mr. Sanchez stated that the creek would be studied during the site plan process. He stated that they might have to detain water on-site to lessen the pressure on the creek. Mr. Sanchez stated that the City did reconstruct part of the failing creek, especially on the southern side of the creek. He stated that more needs to be done to the creek and that would be part of the civil engineering review of the project.

Commission Member Mantzey asked if their intent was not to push more water down the creek. Mr. Sanchez stated that they would try to lessen the pressure as much as they could.

Alternate Commission Member McReynolds stated that he was in favor of this project. He stated that he hoped the McKinney Housing Authority did everything that they could to maintain the new buildings and not allow the buildings get to a point later on where they need to be torn down due to disrepair. Alternate Commission Member McReynolds stated that he would like to see them maintain the structures to the same high quality for the life of the structures. He stated that Hwy. 5 (McDonald Street) needs

to get as much help as it can get aesthetically. Alternate Commission Member McReynolds stated that this would be a nice addition to the northern end of Hwy. 5 (McDonald Street) in McKinney.

Chairman Cox concurred with Alternate Commission Member McReynolds comments. He stated that Newsome and Merit have been an important part of this section of the City for a long time. Chairman Cox stated that he was excited about the proposed project that was very much needed in the community.

On a motion by Alternate Commission Member McReynolds, seconded by Vice-Chairman Zepp, the Commission unanimously voted to recommend approval of the proposed rezoning request as recommended by Staff, with a vote of 6-0-0.

Chairman Cox stated that the recommendation of the Planning and Zoning Commission will be forwarded to the City Council meeting on June 20, 2017.

17-107M Conduct a Public Hearing to Consider/Discuss/Act on the Semiannual Report with Respect to the Progress of the Capital Improvements Plan for Roadway and Utility Impact Fees

Mr. Steven Doss, Planner II for the City of McKinney, explained the Semiannual Report with respect to the progress of the Capital Improvements Plan for Roadway and Utility Impact Fees as required by Chapter 395 of the Texas Local Government Code. He stated that Staff recommends filing of the Semiannual Report with respect to the progress of the Capital Improvements Plan for Roadway and Utility Impact Fees and offered to answer questions.

Vice-Chairman Zepp asked why the Roadway Impact Fees Fund Activity (FY 16-17) table included in the Staff Report had a large amount of available funds and did not show committed funds for future projects that were planned. Ms. Jennifer Arnold, Planning Manager for the City of McKinney, stated that the Engineering Department appropriates all of the Capital Improvement Plan project funding. She stated that roadway projects have to meet certain criteria to use those funds, so it is likely that the Engineering Department doesn't commit funds until they know if a future project is eligible. Ms. Arnold stated that the Engineering Department utilizes various sources of funding for roadway projects, not just impact fee revenues.

Vice-Chairman Zepp stated that we have the Northwest Sector that we are trying to develop that it might be advantageous to do some infrastructure improvements prior to development if we want to direct the way development goes. He briefly mentioned that State Highway 5 (McDonald Street) was an eyesore and the Texas Department of Transportation (TxDOT) would probably love some money to help develop part of the road. Ms. Arnold stated that impact fee funds could only be used to add capacity and that aesthetic improvements or sidewalks were not impact fee eligible. She stated that roadway impact fees must be used on projects within the city limits.

Vice-Chairman Zepp asked if the roadway impact fee funds could be used within the Extraterritorial Jurisdiction (ETJ). Ms. Arnold said no. She stated that the utility impact fee only had one large service area and could be used in the Extraterritorial Jurisdiction (ETJ).

Commission Member Smith asked about projects listed for future years. Ms. Arnold briefly discussed the Stonebridge Lift Station project (# WW4359).

Commission Member Smith asked if future bond money was being earmarked for some of these projects. Ms. Arnold did not think so.

Commission Member Smith asked about the unused capacity of the last Capital Improvement Bond Program. Ms. Arnold suggested that the Engineering Department give a presentation at a future work session to discuss some of these items.

Alternate Commission Member McReynolds asked about the funds allocated towards the improvements of State Highway 5 (McDonald Street). He gave an example of something that Mr. Michael Quint, Executive Director of Development Services for the City of McKinney, had discussed with him where tax dollars were being put aside for the future improvements of State Highway 5 (McDonald Street). Ms. Arnold stated that what she thought Mr. Quint was referring to was the Tax Increment Reinvestment Zone (TIRZ). She stated that a lot of people call it a Tax Increment Financing (TIF) District. Ms. Arnold stated that in 2010 the City approved two Tax Increment Financing (TIF) Districts and briefly discussed how they work. She stated that the Engineering Department was working with Texas Department of Transportation (TxDOT) on the environmental assessment for the entire stretch of State Highway 5 (McDonald Street). Ms. Arnold stated that these funds were separate from the impact fee funds. She stated that she

was unsure that impact fee funds could ever be used on the reconstruction of State Highway 5 (McDonald Street).

Commission Member Smith asked about properties that were annexed in to the City if impact fees could be used at that time. Ms. Arnold stated that when properties are annexed into the City they pay proportionality fees in lieu of roadway impact fees. She stated that these fees are not impact fees.

Chairman Cox asked about the roadway project near the southern end of Airport Drive and if it was a connector for the future southern loop. Mr. Doss stated that section was punching Airport Drive through to the future FM 546. He stated that it would be a short stretch of road. Chairman Cox asked if Staff knew the timing of FM 546. Ms. Arnold said no. She stated that it would be a good idea to have Mr. Gary Graham from the Engineering Department give a presentation to go over the Capital Improvement Program and the status of current and planned infrastructure projects.

Chairman Cox opened the public hearing and called for comments. There being none, the Commission unanimously approved the motion by Commission Member McCall, seconded by Alternate Commission Member McReynolds, to close the public hearing and recommend filing of the Semiannual Report with respect to the progress of the Capital Improvements Plan for Roadway and Utility Impact Fees, with a vote of 6-0-0.

Chairman Cox stated that the recommendation of the Planning and Zoning Commission will be forwarded to the City Council meeting of June 20, 2017.

END OF REGULAR AGENDA ITEMS AND PUBLIC HEARINGS

Chairman Cox thanked Staff for their hard work.

There being no further business, Chairman Cox declared the meeting adjourned at 7:40 p.m.

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BILL COX
Chairman

17-600

TITLE:	Minutes of the Planning and Zoning Commission Work Session of May 23, 2017

SUPPORTING MATERIALS:

Minutes

PLANNING AND ZONING COMMISSION WORK SESSION

MAY 23, 2017

The Planning and Zoning Commission of the City of McKinney, Texas met in work session in the Council Chambers of the Municipal Building on Tuesday, May 23, 2017 at 5:35 p.m.

Commission Members Present: Chairman Cox, Vice-Chairman Eric Zepp, Cam McCall, Brian Mantzey, Pamela Smith, and Mark McReynolds – Alternate

Commission Members Absent: Janet Cobbel and Deanna Kuykendall

Staff Present: Director of Planning Brian Lockley, Planning Manager Samantha Pickett, Planner II Steven Doss, Planner Melissa Spriegel, and Administrative Assistant Terri Ramey

There were 11 guests present.

Chairman Cox called the meeting to order at 5:35 p.m. after determining a quorum was present.

Chairman Cox called for discussion on the following work session items with no action taken.

17-092Z **Conduct a Public Hearing to Consider/Discuss/Act on a Request to Rezone the Subject Property from "RG-18" – General Residence District to "PD" – Planned Development District, for Multi-Family Residential Uses and Generally to Modify the Development Standards, Located at the Southeast Corner of Rockhill Road and North Brook Drive**

17-546 **May 2017 Recap of Planning & Zoning Commission Regular Agenda Items That Went To City Council**

There being no further business, Chairman Cox declared the meeting adjourned at 5:50 p.m.

_____

BILL COX
Chairman

17-632

TITLE: Consider/Discuss/Act on Ordinance Amending the Fiscal Year 2016-2017 Budget Mid-Year to Fund Additional Improvements, Projects and Increased Contractual Obligations

COUNCIL GOAL: Financially Sound Government

MEETING DATE: June 20, 2017

DEPARTMENT: Budget

CONTACT: Mark Holloway, Chief Financial Officer

RECOMMENDED CITY COUNCIL ACTION:

- Approval of ordinance.

ITEM SUMMARY:

- A mid-year budget amendment is recommended to fund additional improvements, projects and increased contractual obligations with excess reserve funds.
- The recommended amendments to the FY2016-17 budget are as follows:

SUMMARY

FUND	Total
Total General Fund	**$ 6,414,700**
Other Funds	
003-Water Wastewater Fund	4,775,000
007-Solid Waste Fund	20,000
010-Hotel/Motel Fund	20,000
015-Risk Fund	300,000
018-Library Gift Fund	70,000
031-Technology Improvement Fund	845,000
032-Capital Equipment Replacement Fund	1,500,000
054-MPAC Fund	3,566
Total Other Funds	**$ 7,533,566**

BACKGROUND INFORMATION:

- An overview of the mid-year budget amendment was presented at the Council Work Session on June 19th.

FINANCIAL SUMMARY:

- Total appropriation increases will be offset by overall forecasted revenue increases and decreases in other appropriated expenditures.

BOARD OR COMMISSION RECOMMENDATION: N/A

SUPPORTING MATERIALS:

Ordinance
FY17 Mid Year Requests

ORDINANCE NO. 2017-06-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AUTHORIZING CERTAIN BUDGET AMENDMENT PERTAINING TO THE FISCAL YEAR 2016-2017 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

WHEREAS, as required by the City Charter, the City Manager has prepared an amendment to certain appropriations and expenditures / expenses in the 2016-2017 Budget and submitted same to the City Council for its approval and a true and correct copy is attached.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, THAT:

Section 1. Pursuant to the City Charter requirements of the City of McKinney, Texas, a Budget Amendment pertaining to the Fiscal Year 2016–2017 Annual Budget is hereby authorized and approved.

Section 2. The budget shall be amended by appropriating $6,414,700 in the General fund to fund additional improvements, projects and increased contractual obligations.

Section 3. The budget shall be amended by appropriating $7,533,566 in various other funds to fund additional improvements, projects and increased contractual obligations.

Section 4. This Ordinance shall become effective from and after its adoption and is so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, ON THE 20TH DAY OF JUNE, 2017.

CITY OF McKINNEY, TEXAS

_____
GEORGE C. FULLER
Mayor

CORRECTLY ENROLLED:

_____
SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

DATE: _____

APPROVED AS TO FORM:

_____
MARK S. HOUSER
City Attorney

SUMMARY

FUND	Total
Total General Fund	**$ 6,414,700**
Other Funds	
003-Water Wastewater Fund	4,775,000
007-Solid Waste Fund	20,000
010-Hotel/Motel Fund	20,000
015-Risk Fund	300,000
018-Library Gift Fund	70,000
031-Technology Improvement Fund	845,000
032-Capital Equipment Replacement Fund	1,500,000
054-MPAC Fund	3,566
Total Other Funds	**$ 7,533,566**

AMENDMENT # 71706

FY2016-17 Mid-Year Budget Amendment

Account No.	Project Number	Account Description	Current Budget (Project)	Proposed Budget (Project)	Increase/ (Decrease)
Revenues					
015-0000-385-1102		Departmental Charges	$ -	$ 300,000	$ 300,000
032-0000-391-0100		Transfers In / General Fund	$ -	$ 1,500,000	$ 1,500,000
Expenditures					
001-xxxx-xxx-xxxx		General Fund / Various Accounts	$ -	$ 6,414,700	$ 6,414,700
003-xxxx-xxx-xxxx		Water Fund / Various Accounts	$ -	$ 4,775,000	$ 4,775,000
007-4505-503-8516		Solid Waste / Professional Services	$ -	$ 20,000	$ 20,000
010-9999-453-8560		Hotel Motel / Legal Fees	$ -	$ 20,000	$ 20,000
015-2111-413-8552		Risk Fund / Property & Liability Claims	$ -	$ 300,000	$ 300,000
018-8701-456-9204		Library Gift Fund / Motor Vehicles	$ -	$ 70,000	$ 70,000
031-2119-416-9230		Tech Improvements / I.T. Projects	$ -	$ 845,000	$ 845,000
032-xxxx-xxx-xxxx		Capital Replc Fund / Maintenance	$ -	$ 1,500,000	$ 1,500,000
054-1270-453-8140		MPAC / Computer Hardware/Software	$ -	$ 3,566	$ 3,566
Net Effect on Fund Balance					
Fund 001 - General Fund					$ (6,414,700)
Fund 003 - Water Fund					$ (4,775,000)
Fund 007 - Solid Waste Fund					$ (20,000)
Fund 010 - Hotel/Motel Fund					$ (20,000)
Fund 015 - Risk & Insurance Fund					$ -
Fund 018 - Library Gift Fund					$ (70,000)
Fund 031 - Technology Improvement Fund					$ (845,000)
Fund 032 - Capital Equipment Replacement Fund					$ -
Fund 054 - MPAC Fund					$ (3,566)
Total Net Effect					$ (12,148,266)

FY2017 Mid-Year Budget Amendments

GENERAL FUND

Department	Description of Budget Amendment	Amount	Account Number	Account Name
City Manager's Office	DCM Computer	1,800	001-1201-413-8140	Computer Hardware/Software
Municipal Court	e-Ticket Writers	26,000	001-1238-413-9230	Computer Hardware/Software
Development Services	ESRI ARC GIS Software	9,900	001-1240-413-8140	Computer Hardware/Software
Engineering	Plotter	21,000	001-4103-436-9230	Computer Hardware/Software
Police	Body Cameras	500,000	001-3119-423-8106	Minor Tools/Equipment
Facility Maintenance	Janitorial Contract	120,000	001-4117-433-8516	Professional Services
Non-Departmental	Columbus Realty (9 acre site)	3,936,000	001-9999-403-8660	Economic Incentive Payments (380 Agreements)
Non-Departmental	Transfer to Fund 15 - Property Claims	300,000	001-9999-403-8815	Transfer - Risk Fund
Non-Departmental	Transfer to Fund 32 - Parks & Streets Maintenance	1,500,000	001-9999-403-8832	Transfer - Capital Equipment Replacement Fund
Total General Fund		**6,414,700**		

OTHER FUNDS

Fund/Department	Description of Budget Amendment	Amount	Account Number	Account Name
Water/Meter Services	New Meters	275,000	003-8134-503-8311	Meters/Meter Boxes
Water/Non-Departmental	Revenue Bond Interest	4,500,000	003-9999-503-8840	Transfer to Revenue Bond I&S Fund
Solid Waste Fund	Contract Waste Removal from Public Works	20,000	007-4505-503-8516	Professional Services
Hotel/Motel Fund	Legal Fees	20,000	010-9999-453-8560	Legal Fees
Risk Fund	Risk Fund - Property Claims	300,000	015-2111-413-8552	Property & Liability Claims
Library Gift Fund	Book Mobile	70,000	018-8701-456-9204	Motor Vehicles
Technology Improvement Fund	ERP - Consultant for RFP (IT1007)	125,000	031-2119-416-9230	I.T. Projects / Computer Hardware/Software
Technology Improvement Fund	Muni Court Software (IT1009)	640,000	031-2119-416-9230	I.T. Projects / Computer Hardware/Software
Technology Improvement Fund	Citywide Conference Room A/V Upgrade	80,000	031-2119-413-8140	Computer Hardware/Software
Capital Equipment Rplc Fund	Parks & Streets Maintenance	1,500,000	032-xxxx-xxx-xxxx	Parks & Streets Maintenance
MPAC	Thermal Printer	3,566	054-1270-453-8140	Computer Hardware/Software
Total Other Funds		**7,533,566**		

SUMMARY

FUND	Total
Total General Fund	**$ 6,414,700**
Other Funds	
003-Water Wastewater Fund	4,775,000
007-Solid Waste Fund	20,000
010-Hotel/Motel Fund	20,000
015-Risk Fund	300,000
018-Library Gift Fund	70,000
031-Technology Improvement Fund	845,000
032-Capital Equipment Replacement Fund	1,500,000
054-MPAC Fund	3,566
Total Other Funds	**$ 7,533,566**

17-107M2

TITLE: Consider/Discuss/Act on a Resolution to Accept and File the Semiannual Impact Fee Report with Respect to the Progress of the Capital Improvements Plan for Roadway and Utility Impact Fees

COUNCIL GOAL: Financially Sound Government

MEETING DATE: June 20, 2017

DEPARTMENT: Development Services - Planning

CONTACT: Brian Lockley, AICP, CPM, Director of Planning
Jennifer Arnold, Planning Manager
Steven Doss, AICP, Planner II

RECOMMENDED CITY COUNCIL ACTION: Staff recommends approval of the resolution.

ITEM SUMMARY:

- The Semiannual Report is required by Chapter 395 of the Texas Local Government Code which mandates that the Capital Improvements Advisory Committee review the progress of the Capital Improvements Plan for Roadway and Utility Impact Fees and report any perceived inequities in its implementation.

- The item was reviewed by the Planning and Zoning Commission (acting as the Capital Improvements Advisory Committee) on May 23, 2017. The Commission voted 6-0-0 to recommend filing of the Semiannual Report. The comments of the Planning and Zoning Commission are included in the Semiannual Report.

- The Capital Improvements Plans uses for this semiannual report were last adopted on November 18, 2013 as part of the 2012-2013 Impact Fee Update and amended in February 2017 (Utility CIP only).

- ***The Staff Report from the Planning and Zoning Commission public hearing, its attachments and the meeting minutes will be filed by City Council as the Semiannual Report.***

- The Semiannual Report includes the following:
    - Executive Summary
    - P&Z Commission Staff Report
    - P&Z Commission Meeting Minutes
    - P&Z Commission Meeting Presentation
    - CIP Roadway and Utility Improvements Project List FY 16-17
    - Appendix

- The City of McKinney's Semiannual Report includes a summary of the total roadway and utility impact fee funds collected, transferred, and available for capital improvement projects. It also lists recently completed and ongoing capital improvement projects.

- During the 2007-2008 Impact Fee update, it was recommended that a review of construction cost indices and/or inflationary assumptions become a standard part of McKinney's semiannual reporting process for impact fees. As such, Staff has included a review of regional construction costs and national inflation rates.

- From March 2016 to March 2017, the Construction Cost Index in the Dallas area increased 0.3% as compared to the National Average, which increased 0.4% during the same period. (Source: Construction Cost Index at www.enr.com).

- From March 2016 to March 2017, the Consumer Price Index (CPI) rose 2.4%. During the same period, the core CPI, which excludes volatile food and energy prices, rose 2.0% (Source: US Department of Labor, Bureau of Labor Statistics).

- Staff feels that the impact fee schedule currently in place is commensurate with trends in construction costs and inflation rates.

- In July 2015, the City launched a major update to the Comprehensive Plan, which is a policy document that establishes the City's future land use plan and master thoroughfare plan, among other items. The updated Comprehensive Plan is anticipated to be approved in 2018. Because the future land use plan and master thoroughfare plan play a significant role in determining impact fees, staff anticipates beginning a major update to the impact fee program immediately following adoption of the ONE McKinney 2040 Comprehensive Plan.

BACKGROUND INFORMATION:

- The Planning and Zoning Commission has been appointed as the Capital Improvements Advisory Committee for the City of McKinney. Per state law, the committee serves in an advisory capacity and is established to:

(1) Advise and assist the political subdivision in adopting land use assumptions;

(2) Review the capital improvements plan and file written comments;

(3) Monitor and evaluate implementation of the capital improvements plan;

(4) File semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and

(5) Advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan and impact fee.

BOARD OR COMMISSION RECOMMENDATION: On May 23, 2017, the Planning and Zoning Commission voted 6-0-0 to recommend filing of the Semiannual Impact Fee Report.

SUPPORTING MATERIALS:

Resolution
Exhibit A (Semiannual Report)
Semiannual Report Appendix

RESOLUTION NO. 2017-06-_____ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, ACCEPTING AND FILING THE SEMIANNUAL REPORT WITH RESPECT TO THE PROGRESS OF THE CAPITAL IMPROVEMENTS PLAN FOR ROADWAY AND UTILITY IMPACT FEES

WHEREAS, the Texas Local Government Code requires the Capital Improvements Advisory Committee to file a semiannual report with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and

WHEREAS, the Planning and Zoning Commission, serving as the Capital Improvements Advisory Committee, has reviewed the progress of the Capital Improvements Plan; and

WHEREAS, the Planning and Zoning Commission has recommended the Semiannual Report to the City Council for acceptance and filing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, THAT:

Section 1. The City Council of the City of McKinney, Texas, hereby accepts the Semiannual Report as reviewed and recommended by the Planning and Zoning Commission, serving in their capacity as the Capital Improvements Advisory Committee, and as depicted in Exhibit A.

Section 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, ON THE 20th DAY OF JUNE, 2017.

CITY OF McKINNEY, TEXAS

_____
GEORGE C. FULLER
Mayor

ATTEST:

_____
SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

_____
MARK S. HOUSER
City Attorney

EXHIBIT “A”

SEMIANNUAL REPORT

Semiannual Report
Mid-Year 16-17
Progress of the Capital Improvements Plan for Roadway and Utility Impact Fees

June 2017

McKINNEY™
TEXAS
Unique by nature.℠

SEMIANNUAL REPORT

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Land Use Assumptions
Capital Improvements Plan for Roadway Impact Fees
Capital Improvements Plan for Water/Wastewater Impact Fees
Roadway Impact Fee Schedule A
Roadway Impact Fee Schedule B
Roadway Impact Fee Schedule C
Roadway Impact Fee Schedule D
Utility Impact Fee Schedule

SEMIANNUAL REPORT

A. Executive Summary

Chapter 395 of the Texas Local Government Code requires the Capital Improvements Advisory Committee to file a semiannual report twice per year. The purpose of the semiannual report is to document the progress of the capital improvements plan and any perceived inequities in implementing the plan or imposing the impact fee.

The semiannual report includes a summary of the total roadway and utility impact fees collected, transferred and available for capital improvements projects. It also lists ongoing capital improvements projects partially funded by impact fee revenue.

SEMIANNUAL REPORT

B. P & Z Commission Staff Report

PLANNING & ZONING COMMISSION MEETING 5-23-17 AGENDA ITEM #17-107M

AGENDA ITEM

TITLE: Conduct a Public Hearing to Consider/Discuss/Act on the Semiannual Report with Respect to the Progress of the Capital Improvements Plan for Roadway and Utility Impact Fees

COUNCIL GOAL: Financially Sound Government

MEETING DATE: May 23, 2017

DEPARTMENT: Planning

CONTACT: Steven Doss, AICP, Planner II
Jennifer Arnold, Planning Manager
Brian Lockley, AICP, CPM, Director of Planning

APPROVAL PROCESS: The recommendation of the Planning and Zoning Commission will be forwarded to the City Council on June 20, 2017.

STAFF RECOMMENDATION: Staff recommends filing of the semiannual report with respect to the progress of the Capital Improvements Plan for roadway and utility impact fees.

ITEM SUMMARY: Staff is presenting the 2016-2017 mid-fiscal year semiannual report on the progress of the Capital Improvements Plan for roadway and utility impact fees as required by Chapter 395 of the Texas Local Government Code. Staff has established a schedule of presenting the semiannual report at the mid-point of the fiscal year as well as at the end of the fiscal year (the fiscal year being October to September). The 2015-2016 end of year report was presented at the Planning and Zoning Commission meeting on December 13, 2016 and accepted by City Council on January 3, 2017.

The Planning and Zoning Commission has been appointed as the Capital Improvements Advisory Committee for the City of McKinney. Per state law, the committee serves in an advisory capacity and is established to:

(1) Advise and assist the political subdivision in adopting land use assumptions;

(2) Review the capital improvements plan and file written comments;

(3) Monitor and evaluate implementation of the capital improvements plan;

(4) File semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and

(5) Advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan and impact fee.

Semiannual Report

The Capital Improvements Plan used for this semiannual report was adopted on November 19, 2013 as part of the 2012-2013 Impact Fee Update and was recently amended in February 2017 (Utility CIP only). The semiannual report is required to report the progress of the Capital Improvements Plan and report any perceived inequities in the implementation of the CIP. ***The Planning & Zoning Commission meeting report from the public hearing, its attachments and meeting minutes will be filed by City Council as the semiannual report.***

The City of McKinney's semiannual report includes a summary of the total roadway and utility impact fee funds collected, transferred, and available for capital improvement projects. It also lists ongoing capital improvement projects partially funded by impact fee revenue.

Utility Impact Fee Amendment

In February 2017, City Council approved an amendment to the Utility Impact Fee Ordinance to reflect changes in the types and sizes of water meters issued by the City for new construction and redevelopment projects subject to impact fees.

Construction Costs and Consumer Price Index

As part of the semiannual report, Staff has included a review of regional construction costs and the national Consumer Price Index.

From March 2016 to March 2017, the Construction Cost Index in the Dallas area increased 0.3% as compared to the National Average, which increased 0.4% during the same period. (Source: Construction Cost Index at www.enr.com).

From March 2016 to March 2017, the Consumer Price Index (CPI) rose 2.4%. During the same period, the core CPI, which excludes volatile food and energy prices, rose 2.0% (Source: US Department of Labor, Bureau of Labor Statistics).
Staff feels that the impact fee schedule currently in place is commensurate with trends in construction costs and inflation rates.

ONE McKinney 2040 Comprehensive Plan Update

In July 2015, the City launched a major update the Comprehensive Plan, which is a policy document that establishes the City's future land use plan and master thoroughfare plan, among other items. The updated Comprehensive Plan is anticipated to be approved in 2018. Because the future land use plan and master thoroughfare plan play a significant role in determining impact fees, staff anticipates beginning a major update to the impact fee program immediately following adoption of the ONE McKinney 2040 Comprehensive Plan.

Roadway Impact Fees Fund Activity (FY 16-17)

Service Area	Beginning LTD Balance	YTD Revenues	YTD Project Transfers / Refunds	Balance LTD	Allocated to Future Projects	Available Funds LTD
A	$0	$0	$0	$0	$0	$0
B	$0	$0	$0	$0	$0	$0
C	$710,481	$466,920	($83,100)	$1,094,300	$0	$1,094,300
D	$174,852	$65,182	($37,500)	$202,534	$0	$202,534
E	$338,299	$64,521	($28,150)	$374,670	$0	$374,670
F	$0	$0	$0	$0	$0	$0
G	$544,679	$256,211	$3,665	$804,554	$0	$804,554
H	$484,907	$132,077	$7,344	$624,328	$0	$624,328
I	$1,587,774	$478,746	$1,920	$2,068,440	$0	$2,068,440
J	$1,943	$359,596	($20,979)	$340,560	$0	$340,560
K	$1,071,414	$153,015	($466,209)	$758,221	$0	$758,221
L	$1	$0	$0	$1	$0	$1
M	$0	$0	$0	$0	$0	$0
TOTAL	**$4,914,349**	**$1,976,268**	**($623,009)**	**$6,267,608**	**$0**	**$6,267,608**

- Totals as of 3/31/2017
- YTD – Year to Date (includes funds for the fiscal year which is October 2016 to September 2017)
- LTD – Live to Date (includes balance funds from previous years)
- Allocated funds may exceed balance funds in cases where future fee revenue will fund a specific project
- As of October 1, 2013, interest earned on Roadway Impact Fee revenues is deposited directly into the Street Construction Fund.
- As of October 1, 2016, Roadway Impact Fees collected and reimbursed as part of the Chapter 380 Agreement between the City of McKinney and McKinney Ranch, Ltd. (and as amended) are deposited directly into a payable account.

Utility Impact Fees Fund Activity (FY 16-17)

Utility Impact Fee Account	Beginning LTD Balance	Fees Collected YTD	Transfers out to Projects/Refunds YTD	Allocated to Future Projects	Available Funds LTD
Water	$5,691,145	$1,441,320	($4,441,789)	($4,200,000)	($1,509,324)
Wastewater	$2,643,258	$160,345	($801,914)	($1,800,000)	$201,688
Total	**$8,334,403**	**$1,601,665**	**($5,243,704)**	**($6,000,000)**	**($1,307,636)**

- Totals as of 3/31/2017
- "Water and Wastewater Fees Collected YTD" include fees collected within the Trinity Falls Municipal Utility District
- YTD – Year to Date (includes funds for the fiscal year which is October 2016 to September 2017)
- LTD – Live to Date (includes balance funds from previous years)
- Allocated funds may exceed balance funds in cases where future fee revenue will fund future projects.

CIP PROJECT STATUS (FY 2016-2017)

The CIP Roadway and Utility Projects List is included as an attachment to this report and lists Capital Improvement Program roadway and utility projects for which impact fee funds have been allocated and/or spent during this fiscal year.

SUMMARY OF PREVIOUS FISCAL YEARS

Roadway Impact Fees Fund Activity (FY 15-16)

Service Area	Beginning LTD Balance	YTD Revenues	YTD Project Transfers / Refunds	Balance LTD	Allocated to Future Projects	Available Funds LTD
A	$0	$0	$0	$0	$0	$0
B	$0	$0	$0	$0	$0	$0
C	$173,537	$535,744	$1,200	$710,481	($37,500)	$672,981
D	$137,613	$537,239	($500,000)	$174,852	($37,500)	$137,352
E	$107,348	$230,951	$0	$338,299	($37,500)	$300,799
F	$0	$0	$0	$0	$0	$0
G	$289,092	$246,859	$8,728	$544,679	$0	$544,679
H	$391,200	$404,417	($310,710)	$484,907	$0	$484,907
I	$1,068,553	$376,821	$142,400	$1,587,774	($37,500)	$1,550,274
J	$1,911,890	$1,354,570	($3,264,517)	$1,943	$0	$1,943
K	$813,468	$711,591	($453,645)	$1,071,414	($450,000)	$621,414
L	$1	$0	$0	$1	$0	$1
M	$0	$0	$0	$0	$0	$0
TOTAL	**$4,892,701**	**$4,398,193**	**($4,376,545)**	**$4,914,350**	**($600,000)**	**$4,314,350**

Note: Fiscal Year Totals as of September 30, 2016

Utility Impact Fees Fund Activity (FY 15-16)

Utility Impact Fee Account	Beginning LTD Balance	Fees Collected YTD	Transfers out to Projects/Refunds YTD	Allocated to Future Projects	Available Funds LTD
Water	$6,549,787	$2,720,894	($3,579,536)	($7,500,000)	($1,808,855)
Wastewater	$2,444,311	$304,085	($105,138)	($2,600,000)	$43,258
Total	**$8,994,098**	**$3,024,979**	**($3,684,674)**	**($10,100,000)**	**($1,765,597)**

Note: Fiscal Year Totals as of September 30, 2016

Roadway Impact Fees Fund Activity (FY 14–15)

Service Area	Beginning LTD Balance	YTD Revenues	YTD Project Transfers / Refunds	Balance LTD	Allocated to Future Projects	Available Funds LTD
A	$0	$0	$0	$0	$0	$0
B	$0	$0	$0	$0	$0	$0
C	$178,537	$0	($5,000)	$173,537	$0	$173,537
D	$1,081,293	$56,319	($1,000,000)	$137,613	$0	$137,613
E	$247,740	$84,608	($225,000)	$107,348	$0	$107,348
F	$0	$0	$0	$0	$0	$0
G	$221,754	$504,938	($437,600)	$289,092	$0	$289,092
H	$39,875	$358,709	($7,384)	$391,200	$0	$391,200
I	$2,130,858	$701,060	($1,963,500)	$868,418	$0	$868,418
J	$1,217,367	$1,301,823	($607,300)	$1,911,890	$0	$1,911,890
K	$591,166	$224,512	($2,210)	$813,468	$0	$813,468
L	$1	$0	$0	$1	$0	$1
M	$0	$0	$0	$0	$0	$0
Professional Services				**$0**	($150,000)	($150,000)
TOTAL	**$5,708,591**	**$3,231,970**	**($4,247,994)**	**$4,692,566**	**($150,000)**	**$4,542,566**

Note: Fiscal Year Totals as of September 30, 2015

Utility Impact Fees Fund Activity (FY 14-15)

Utility Impact Fee Account	Beginning LTD Balance	Fees Collected YTD	Transfers out to Projects/Refunds YTD	Allocated to Future Projects	Available Funds LTD
Water	$5,441,257	$2,889,645	($1,781,115)	($2,745,000)	$3,804,787
Wastewater	$2,123,681	$327,403	($6,774)	$0	$2,444,311
Total	**$7,564,939**	**$3,217,048**	**($1,787,889)**	**($2,745,000)**	**$6,249,098**

Note: Fiscal Year Totals as of September 30, 2015

Roadway Impact Fees Fund Activity (FY 13-14)

Service Area	Beginning LTD Balance	YTD Revenues	YTD Project Transfers / Refunds	Balance LTD	Allocated to Future Projects	Available Funds LTD
A	$0	$0	$0	$0	$0	$0
B	$7,367	$0	($7,367)	$0	$0	$0
C	$584,808	$157,300	($563,571)	$178,537	$0	$178,537
D	$976,344	$104,949	$0	$1,081,293	$0	$1,081,293
E	$158,332	$392,944	($303,536)	$247,740	$0	$247,740
F	$0	$0	$0	$0	$0	$0
G	$375,491	$349,763	($503,500)	$221,754	$0	$221,754
H	$90,613	$104,051	($154,789)	$39,875	$0	$39,875
I	$2,915,301	$1,393,224	($2,177,666)	$2,130,858	($1,400,000)	$730,858
J	$874,600	$349,767	($7,000)	$1,217,367	($600,000)	$617,367
K	$715,565	$295,820	($420,218)	$591,166	$0	$591,166
L	$1	$0	$0	$1	$0	$1
M	$0	$0	$0	$0	$0	$0
Unknown	$0	$0	$0	$0	($150,000)	($150,000)
TOTAL	**$6,698,422**	**$3,147,817**	**($4,122,913)**	**$5,708,591**	**($2,150,000)**	**$3,558,591**

Note: Fiscal Year Totals as of September 30, 2014

Utility Impact Fees Fund Activity (FY 13-14)

Utility Impact Fee Account	Beginning LTD Balance	Fees Collected YTD	Transfers out to Projects/Refunds YTD	Allocated to Future Projects	Available Funds LTD
Water	$6,946,921	$2,318,108	($3,823,773)	($4,450,000)	$991,257
Wastewater	$1,858,662	$270,347	($5,328)	($1,200,000)	$923,681
Total	**$8,805,584**	**$2,588,455**	**($3,829,101)**	**($5,650,000)**	**$1,914,939**

Note: Fiscal Year Totals as of September 30, 2014

Roadway Impact Fees Fund Activity (FY 12-13)

Service Area	Beginning LTD Balance	YTD Revenues	YTD Project Transfers / Refunds	Balance (including interest) LTD	Allocated to Future Projects	Available Funds LTD
A	$0	$0	$0	$0	$0	$0
B	$0	$0	$0	$0	$0	$0
C	$511,016	$98,210	($25,000)	$584,808	$0	$584,808
D	$784,214	$123,613	$67,540	$976,344	$0	$976,344
E	$85,229	$97,945	($25,000)	$158,332	$0	$158,332
F	$0	$0	$0	$0	$0	$0
G	$168,403	$361,165	($154,453)	$375,491	$0	$375,491
H	$155,834	$173,236	($231,183)	$97,980	$0	$97,980
I	$1,812,501	$2,457,773	($1,357,885)	$2,915,301	($2,100,000)	$815,301
J	$710,292	$206,132	($42,700)	$874,600	($600,000)	$274,600
K	$354,289	$407,697	($47,138)	$715,565	($410,000)	$305,565
L	$1	$0	$0	$1	$0	$1
M	$10,685	$0	$0	$10,685	$0	$10,685
Unknown	$0	$0	$0	$0	($150,000)	($150,000)
Total	**$4,592,463**	**$3,925,770**	**($1,815,819)**	**$6,709,107**	**($3,260,000)**	**$3,449,107**

Note: Fiscal Year Totals as of September 30, 2013

Utility Impact Fees Fund Activity (FY 12-13)

Utility Impact Fee Account	Beginning LTD Balance	YTD Revenues	Transfers out to Projects/Refunds YTD	Interest YTD	Allocated to Future Projects	Available Funds LTD
Water	$3,830,382	$2,938,157	$171,453	$6,930	($3,785,000)	$3,161,921
Wastewater	$1,193,253	$371,754	$291,802	$1,854	$0	$1,858,662
Total	**$5,023,634**	**$3,309,911**	**$463,255**	**$8,784**	**($3,785,000)**	**$5,020,584**

Note: Fiscal Year Totals as of September 30, 2013

SEMIANNUAL REPORT

17-107M Conduct a Public Hearing to Consider/Discuss/Act on the Semiannual Report with Respect to the Progress of the Capital Improvements Plan for Roadway and Utility Impact Fees

Mr. Steven Doss, Planner II for the City of McKinney, explained the Semiannual Report with respect to the progress of the Capital Improvements Plan for Roadway and Utility Impact Fees as required by Chapter 395 of the Texas Local Government Code. He stated that Staff recommends filing of the Semiannual Report with respect to the progress of the Capital Improvements Plan for Roadway and Utility Impact Fees and offered to answer questions.

Vice-Chairman Zepp asked why the Roadway Impact Fees Fund Activity (FY 16-17) table included in the Staff Report had a large amount of available funds and did not show committed funds for future projects that were planned. Ms. Jennifer Arnold, Planning Manager for the City of McKinney, stated that the Engineering Department appropriates all of the Capital Improvement Plan project funding. She stated that roadway projects have to meet certain criteria to use those funds, so it is likely that the Engineering Department doesn't commit funds until they know if a future project is eligible. Ms. Arnold stated that the Engineering Department utilizes various sources of funding for roadway projects, not just impact fee revenues.

Vice-Chairman Zepp stated that we have the Northwest Sector that we are trying to develop that it might be advantageous to do some infrastructure improvements prior to development if we want to direct the way development goes. He briefly mentioned that State Highway 5 (McDonald Street) was an eyesore and the Texas Department of Transportation (TxDOT) would probably love some money to help develop part of the road. Ms. Arnold stated that impact fee funds could only be used to add capacity and

SEMIANNUAL REPORT

that aesthetic improvements or sidewalks were not impact fee eligible. She stated that roadway impact fees must be used on projects within the city limits.

Vice-Chairman Zepp asked if the roadway impact fee funds could be used within the Extraterritorial Jurisdiction (ETJ). Ms. Arnold said no. She stated that the utility impact fee only had one large service area and could be used in the Extraterritorial Jurisdiction (ETJ).

Commission Member Smith asked about projects listed for future years. Ms. Arnold briefly discussed the Stonebridge Lift Station project (# WW4359).

Commission Member Smith asked if future bond money was being earmarked for some of these projects. Ms. Arnold did not think so.

Commission Member Smith asked about the unused capacity of the last Capital Improvement Bond Program. Ms. Arnold suggested that the Engineering Department give a presentation at a future work session to discuss some of these items.

Alternate Commission Member McReynolds asked about the funds allocated towards the improvements of State Highway 5 (McDonald Street). He gave an example of something that Mr. Michael Quint, Executive Director of Development Services for the City of McKinney, had discussed with him where tax dollars were being put aside for the future improvements of State Highway 5 (McDonald Street). Ms. Arnold stated that what she thought Mr. Quint was referring to was the Tax Increment Reinvestment Zone (TIRZ). She stated that a lot of people call it a Tax Increment Financing (TIF) District. Ms. Arnold stated that in 2010 the City approved two Tax Increment Financing (TIF) Districts and briefly discussed how they work. She stated that the Engineering Department was working with Texas Department of Transportation (TxDOT) on the environmental assessment for the entire stretch of State Highway 5 (McDonald Street). Ms. Arnold

SEMIANNUAL REPORT

stated that these funds were separate from the impact fee funds. She stated that she was unsure that impact fee funds could ever be used on the reconstruction of State Highway 5 (McDonald Street).

Commission Member Smith asked about properties that were annexed in to the City if impact fees could be used at that time. Ms. Arnold stated that when properties are annexed into the City they pay proportionality fees in lieu of roadway impact fees. She stated that these fees are not impact fees.

Chairman Cox asked about the roadway project near the southern end of Airport Drive and if it was a connector for the future southern loop. Mr. Doss stated that section was punching Airport Drive through to the future FM 546. He stated that it would be a short stretch of road. Chairman Cox asked if Staff knew the timing of FM 546. Ms. Arnold said no. She stated that it would be a good idea to have Mr. Gary Graham from the Engineering Department give a presentation to go over the Capital Improvement Program and the status of current and planned infrastructure projects.

Chairman Cox opened the public hearing and called for comments. There being none, the Commission unanimously approved the motion by Commission Member McCall, seconded by Alternate Commission Member McReynolds, to close the public hearing and recommend filing of the Semiannual Report with respect to the progress of the Capital Improvements Plan for Roadway and Utility Impact Fees, with a vote of 6-0-0.

Chairman Cox stated that the recommendation of the Planning and Zoning Commission will be forwarded to the City Council meeting of June 20, 2017.

SEMIANNUAL REPORT

Impact Fee Semiannual Report

(Mid-Year 2016-2017)
17-107M

McKINNEY TEXAS
Unique by nature.

Semiannual Report 2016 - 2017

- **The Semiannual Report was last presented at the Planning and Zoning Commission meeting on December 13, 2016.**

- **The Semiannual Report is required to:**
  - Report the progress of the Capital Improvements Plan
  - Report any perceived inequities in the Capital Improvements Plan implementation

- **The City of McKinney Semiannual Report includes:**
  - A summary of total Roadway and Utility Impact Fee funds collected, transferred, and available for capital improvement programs
  - A list of capital improvement projects for which impact fees have been allocated

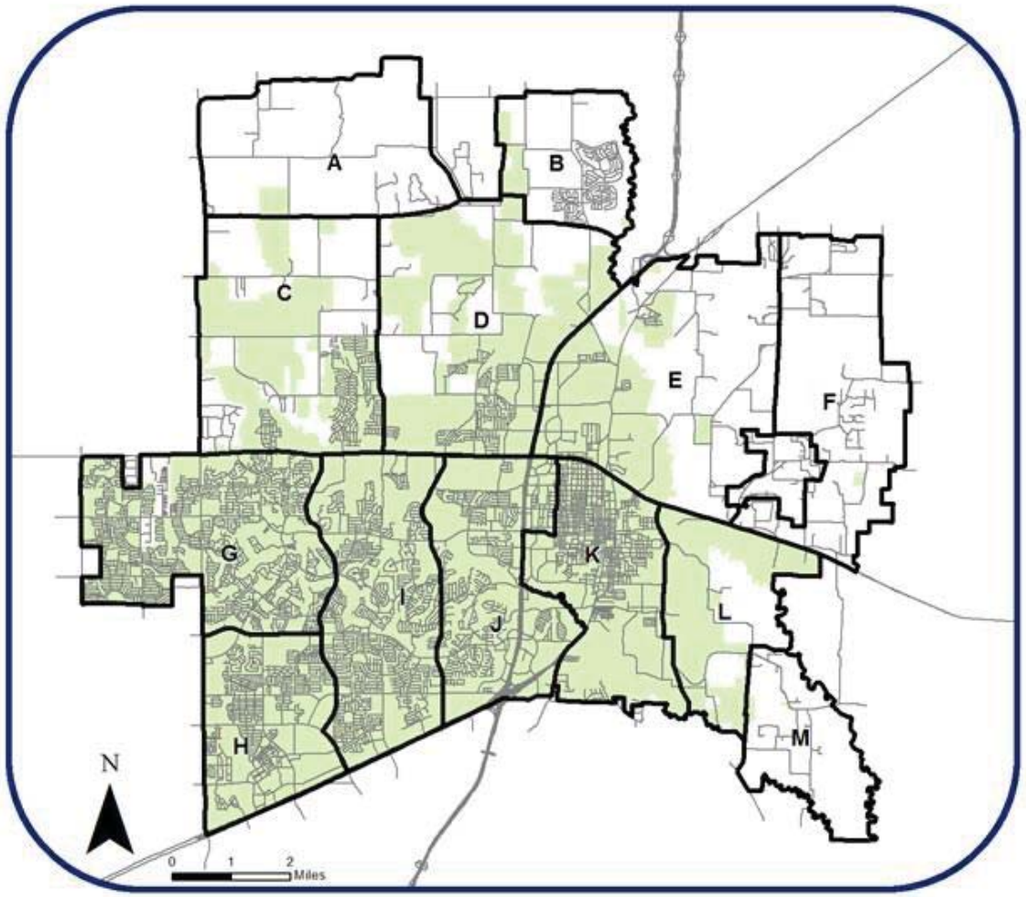
McKINNEY TEXAS
Unique by nature.

Semiannual Report 2016 - 2017

- **The Capital Improvements Plan used for the Semiannual Report was adopted on November 19, 2013 (as part of the 2012-2013 Impact Fee Update) and amended February 13, 2017 (Utility CIP only)**
- **This is not the same as the City's overall Capital Improvements Program**
- **The Capital Improvements Plan for Impact Fees is:**
  - *The adopted plan which identifies all capital improvements and their costs for each service area, which are necessitated by the new development in that service area for a period not to exceed 10 years, which are to be financed, in part, through the imposition of roadway and utility impact fees.*

McKINNEY TEXAS
Unique by nature.

ROADWAY SERVICE AREA MAP

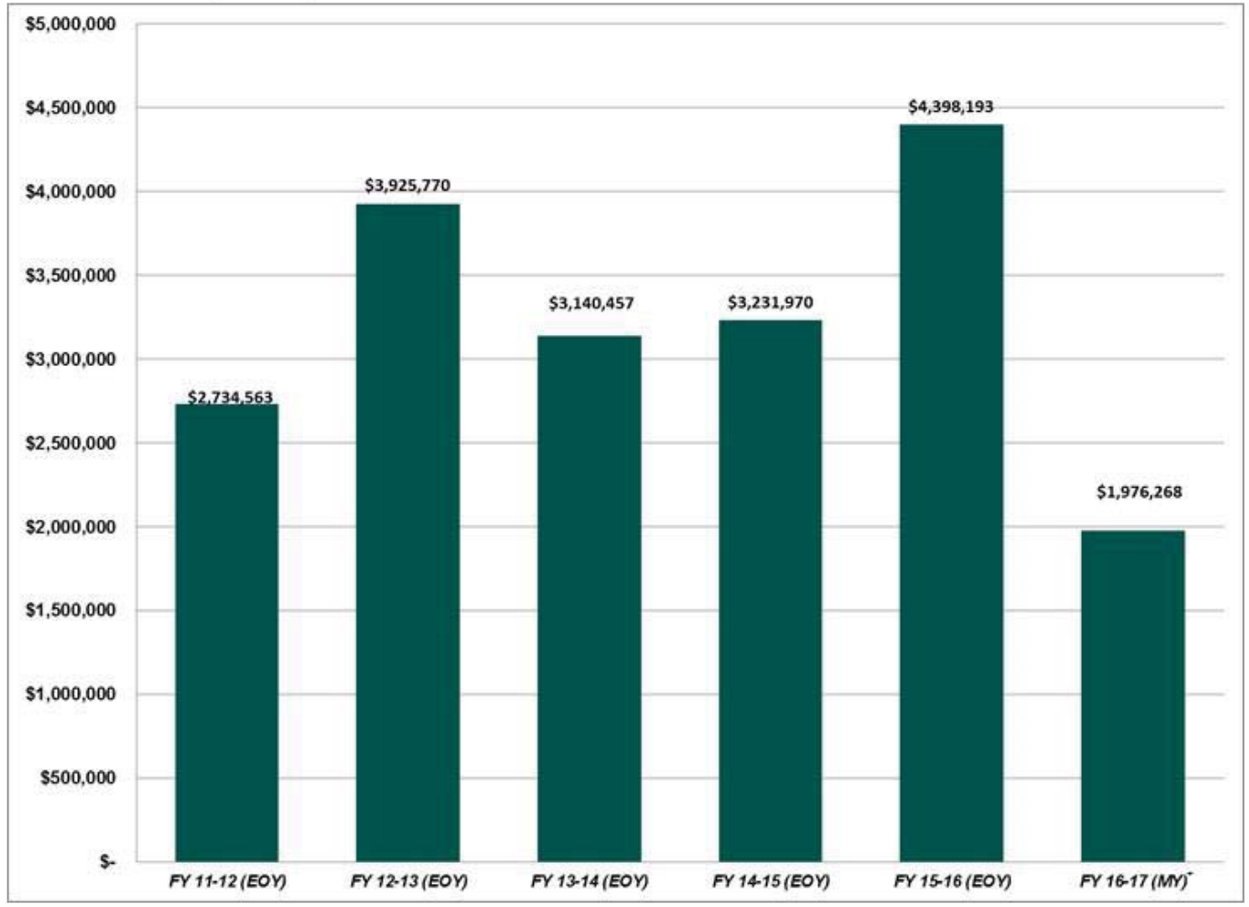


Roadway Impact Fees Fund Activity (FY 16-17)

Service Area	Beginning LTD Balance	YTD Revenues	YTD Project Transfers / Refunds	Balance LTD	Allocated to Future Projects	Available Funds LTD
A	$0	$0	$0	$0	$0	$0
B	$0	$0	$0	$0	$0	$0
C	$710,481	$466,920	($83,100)	$1,094,300	$0	$1,094,300
D	$174,852	$65,182	($37,500)	$202,534	$0	$202,534
E	$338,299	$64,521	($28,150)	$374,670	$0	$374,670
F	$0	$0	$0	$0	$0	$0
G	$544,679	$256,211	$3,665	$804,554	$0	$804,554
H	$484,907	$132,077	$7,344	$624,328	$0	$624,328
I	$1,587,774	$478,746	$1,920	$2,068,440	$0	$2,068,440
J	$1,943	$359,596	($20,979)	$340,560	$0	$340,560
K	$1,071,414	$153,015	($466,209)	$758,221	$0	$758,221
L	$1	$0	$0	$1	$0	$1
M	$0	$0	$0	$0	$0	$0
TOTAL	**$4,914,349**	**$1,976,268**	**($623,009)**	**$6,267,608**	**$0**	**$6,267,608**

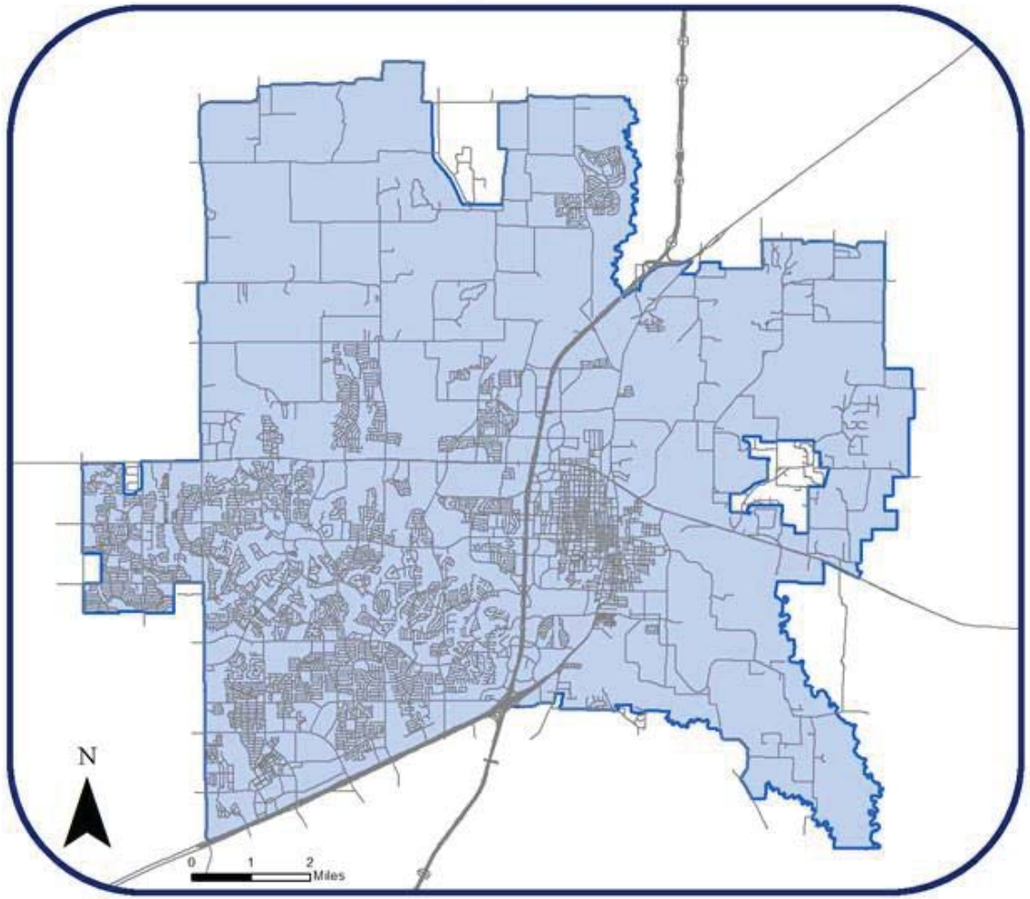
- Totals as of 3/31/2017
- YTD – Year to Date (includes funds for the fiscal year which is October 2016 to September 2017)
- LTD – Live to Date (includes balance funds from previous years)
- Allocated funds may exceed balance funds in cases where future fee revenue will fund a specific project
- As of October 1, 2013, interest earned on Roadway Impact Fee revenues is directly deposited into the Street Construction Fund

Roadway Impact Fees Collected



*as of 3/31/2017

UTILITY SERVICE AREA MAP

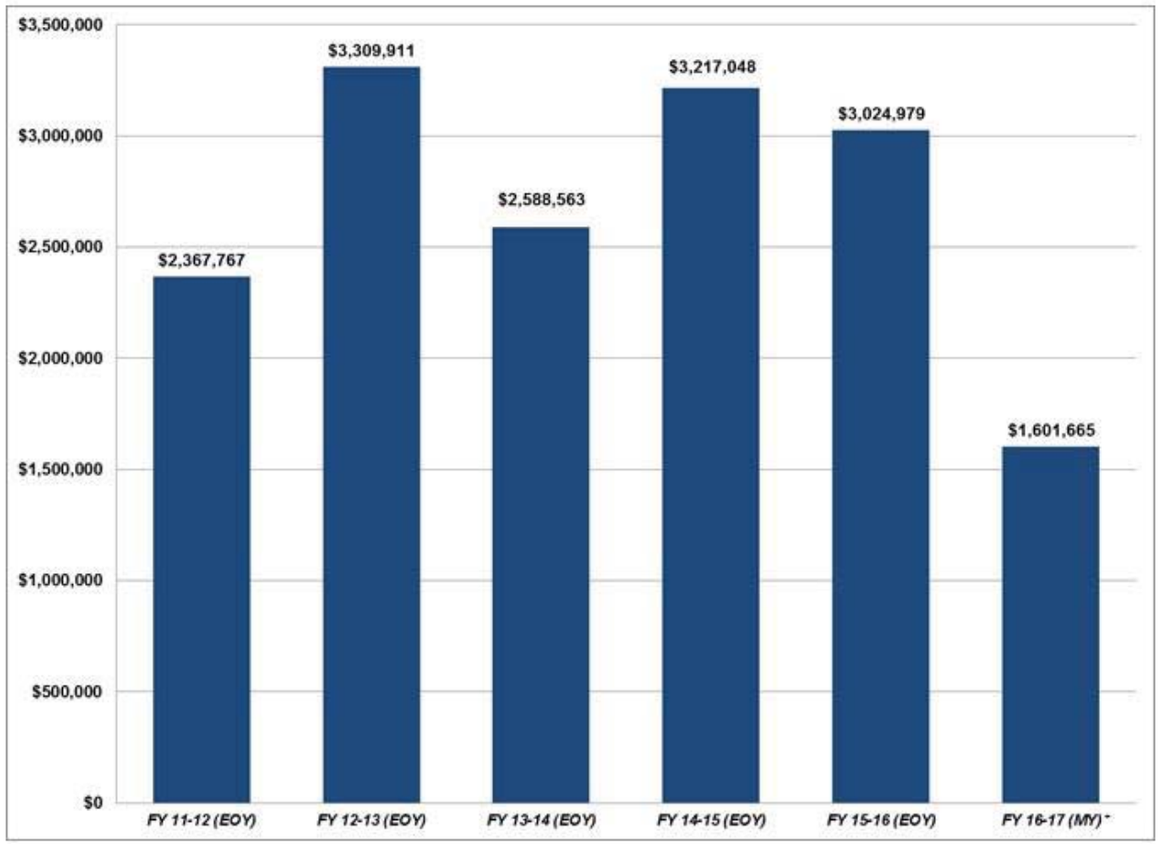


Utility Impact Fees Fund Activity (FY 16-17)

Utility Impact Fee Account	Beginning LTD Balance	Fees Collected YTD	Transfers out to Projects/Refunds YTD	Allocated to Future Projects	Available Funds LTD
Water	$5,691,145	$1,441,320	($4,441,789)	($4,200,000)	($1,509,324)
Wastewater	$2,643,258	$160,345	($801,914)	($1,800,000)	$201,688
Total	**$8,334,403**	**$1,601,665**	**($5,243,704)**	**($6,000,000)**	**($1,307,636)**

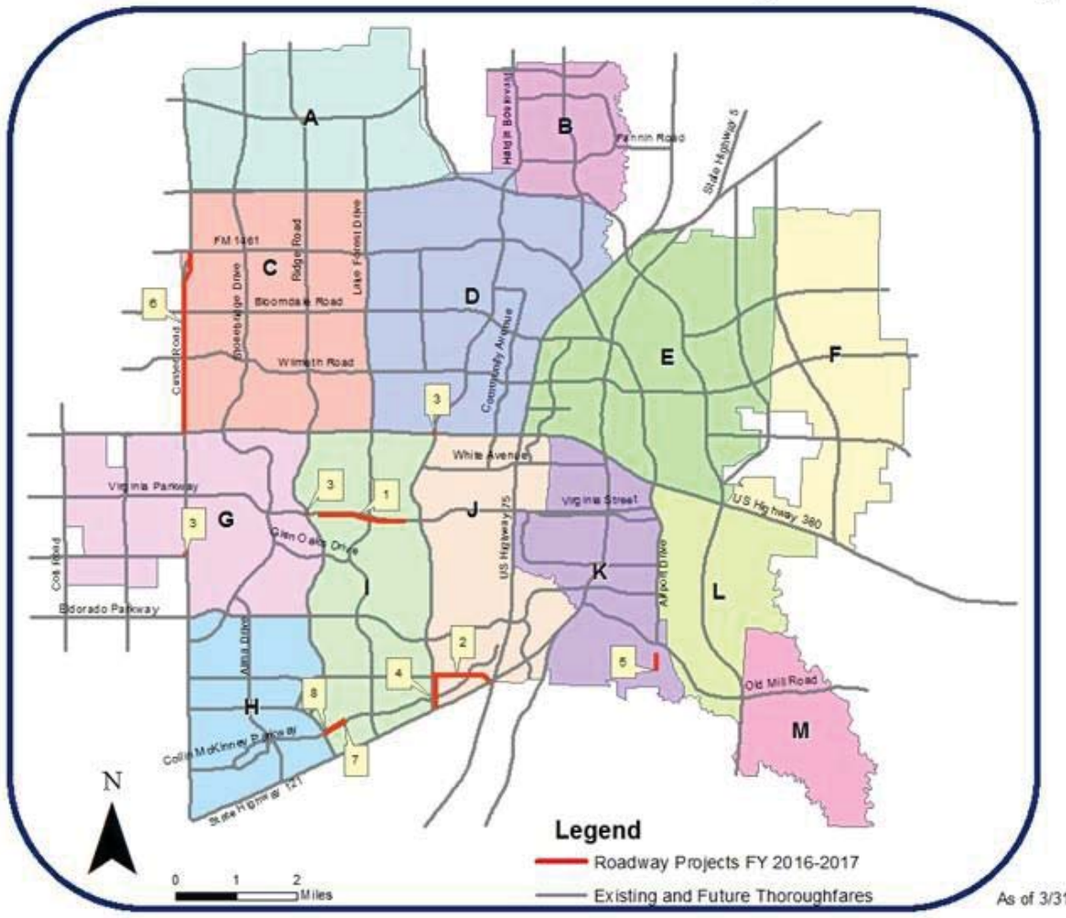
- Totals as of 3/31/2017
- "Water and Wastewater Fees Collected YTD" include fees collected within the Trinity Falls Municipal Utility District
- YTD – Year to Date (includes funds for the fiscal year which is October 2016 to September 2017)
- LTD – Live to Date (includes balance funds from previous years)
- Allocated funds may exceed balance funds in cases where future fee revenue will fund future projects.

Utility Impact Fees Collected

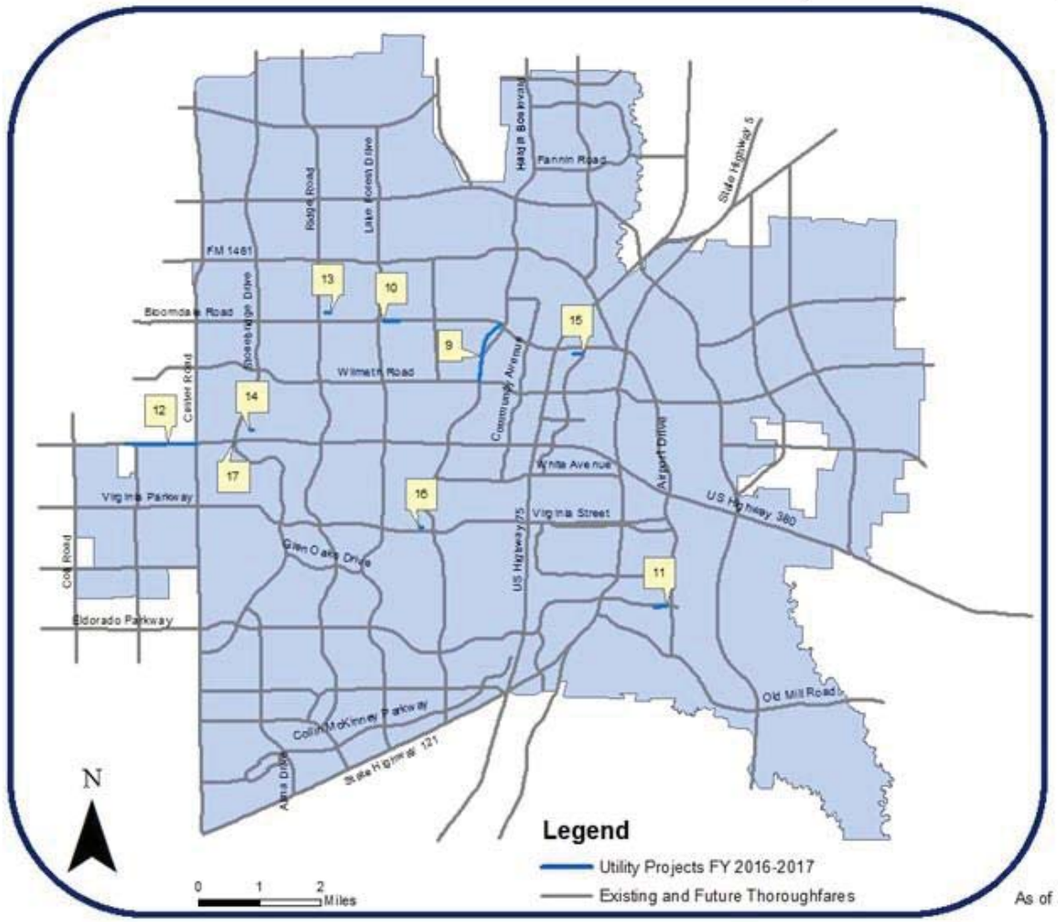


*as of 3/31/2017

ACTIVE ROADWAY IMPACT FEE PROJECTS (FY 2016 - 2017)



ACTIVE UTILITY IMPACT FEE PROJECTS (FY 2016-2017)



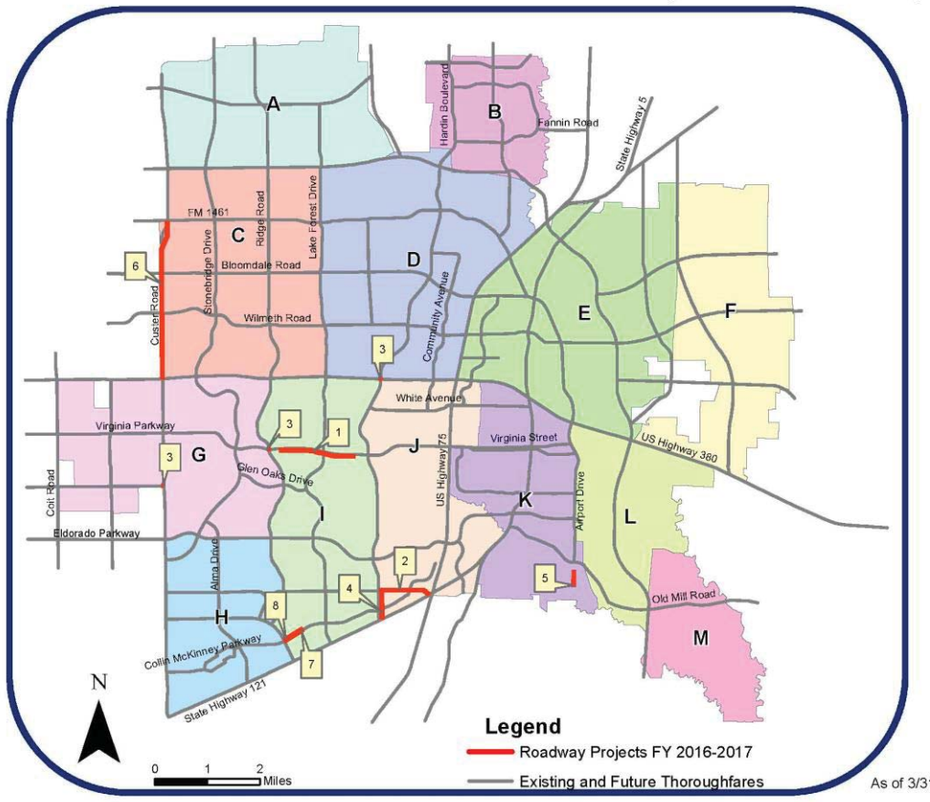
E. Active Roadway and Utility Impact Fee CIP Projects

Active Roadway and Utility Impact Fee CIP Projects
2016-2017 MID-YEAR

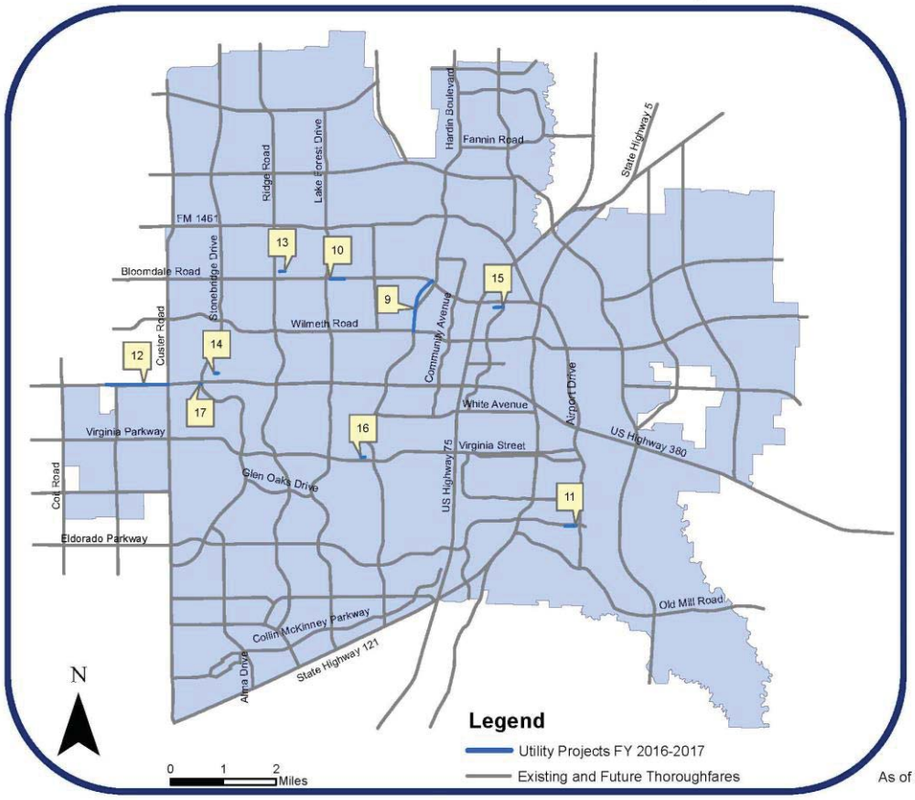
Includes:
Roadway Impact Fee CIP Projects Map
Utility Impact Fee CIP Projects Map
Project Summary Sheets*

**Project Summary Sheets are included for completed and active CIP projects for which impact fees have been utilized and/or allocated during this fiscal year. Completed projects may be shown for those that were closed out during the current fiscal year.*

ACTIVE ROADWAY IMPACT FEE PROJECTS (FY 2016 - 2017)



ACTIVE UTILITY IMPACT FEE PROJECTS (FY 2016-2017)



Active Roadway Improvement Plan
Project Summary Sheet

Project Name	CIP Project Number	Map ID Number*
VIRGINIA PKWY LANES 5 & 6 (RIDGE - BELLEGROVE)	ST1231	1

Project Description	Estimated Completion
Construct lanes 5 & 6 in the median of Virginia Pkwy from Ridge Rd and Bellegrove Dr.	Feb-2019

Funding Sources (Thru FY16-17)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ 1,550,000	$ 721,124	$ -	$ 878,876	$ 1,070,000	**$ 4,220,000**

Funding Sources (Future Years)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ -	$ -	$ -	$ -	$ -	**$ -**

GRAND TOTAL
$ 4,220,000

*Map ID numbers are indicated on map
**Bonds may include General Obligation Bonds, Certificates of Obligation, or Revenue Bonds
***Grants may include cost-sharing participation from county, regional, state, or federal sources
**** Other may include General Fund, Water Fund, Construction Fund Interest, or savings reallocations from other projects.

% of Project Funded by Impact Fees
36.73%

Active Roadway Improvement Plan
Project Summary Sheet

Project Name	CIP Project Number	Map ID Number*
MCKINNEY RANCH PKWY CONSTRUCTION	ST1614	2

Project Description	Estimated Completion
Reconstruct McKinney Ranch Pkwy from Hardin Blvd to US 75.	Nov-2017

Funding Sources (FY16-17)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ 2,150,000	$ -	$ -	$ 123,504	$ -	**$ 2,273,504**

Funding Sources (Future Years)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ -	$ -	$ -	$ -		**$ -**

GRAND TOTAL
$ 2,273,504

Map ID numbers are indicated on map
***Bonds may include General Obligation Bonds, Certificates of Obligation, or Revenue Bonds*
****Grants may include cost-sharing participation from county, regional, state, or federal sources*
***** Other may include General Fund, Water Fund, Construction Fund Interest, or savings reallocations from other projects.*

% of Project Funded by Impact Fees
94.57%

Active Roadway Improvement Plan
Project Summary Sheet

Project Name	CIP Project Number	Map ID Number*
ARTERIAL CAPACITY IMPROVEMENTS	ST1618	3

Project Description	Estimated Completion
Capacity improvements to intersections located at US 380 & Hardin Blvd, Westridge Blvd & Custer Rd, and Virginia Pkwy & Ridge Rd.	TBD

Funding Sources (FY16-17)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ 500,000	$ 1,500,000	$ -	$ -	$ -	**$ 2,000,000**

Funding Sources (Future Years)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ -	$ -	$ -	$ -		$ -

GRAND TOTAL
$ 2,000,000

Map ID numbers are indicated on map
***Bonds may include General Obligation Bonds, Certificates of Obligation, or Revenue Bonds*
****Grants may include cost-sharing participation from county, regional, state, or federal sources*
***** Other may include General Fund, Water Fund, Construction Fund Interest, or savings reallocations from other projects.*

% of Project Funded by Impact Fees
25.00%

Active Roadway Improvement Plan
Project Summary Sheet

Project Name	CIP Project Number	Map ID Number*
HARDIN BLVD LANES 5 & 6 (SH 121 - MCKINNEY RANCH)	ST3211	4

Project Description	Estimated Completion
Construct lanes 5 and 6 in the median of Hardin Blvd from SH 121 to McKinney Ranch Pkwy.	Nov-2017

Funding Sources (Thru FY16-17)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ 2,300,000	$ -	$ -	$ -	$ -	$ 2,300,000

Funding Sources (Future Years)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ -	$ -	$ -	$ -		$ -

GRAND TOTAL
$ 2,300,000

Map ID numbers are indicated on map
***Bonds may include General Obligation Bonds, Certificates of Obligation, or Revenue Bonds*
****Grants may include cost-sharing participation from county, regional, state, or federal sources*
***** Other may include General Fund, Water Fund, Construction Fund Interest, or savings reallocations from other projects.*

% of Project Funded by Impact Fees
100.00%

Active Roadway Improvement Plan
Project Summary Sheet

Project Name	CIP Project Number	Map ID Number*
ROADWAY IMPACT FEE UPDATE	ST4231	n/a

Project Description	Estimated Completion
5-year update to the Roadway Impact Fee Program.	2018

Funding Sources (FY16-17)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ 150,000	$ -	$ -	$ -	$ -	**$ 150,000**

Funding Sources (Future Years)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ -	$ -	$ -	$ -		$ -

GRAND TOTAL
$ 150,000

Map ID numbers are indicated on map
***Bonds may include General Obligation Bonds, Certificates of Obligation, or Revenue Bonds*
****Grants may include cost-sharing participation from county, regional, state, or federal sources*
***** Other may include General Fund, Water Fund, Construction Fund Interest, or savings reallocations from other projects.*

% of Project Funded by Impact Fees
100.00%

Active Roadway Improvement Plan
Project Summary Sheet

Project Name	CIP Project Number	Map ID Number*
AIRPORT DRIVE EXTENSION	ST4372	5

Project Description	Estimated Completion
Extend existing Airport Drive to the new FM 546 roadway.	TBD

Funding Sources (FY16-17)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ 1,000,000	$ 500,000	$ -	$ -	$ -	**$ 1,500,000**

Funding Sources (Future Years)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ -	$ -	$ -	$ -		$ -

GRAND TOTAL
$ 1,500,000

Map ID numbers are indicated on map
***Bonds may include General Obligation Bonds, Certificates of Obligation, or Revenue Bonds*
****Grants may include cost-sharing participation from county, regional, state, or federal sources*
***** Other may include General Fund, Water Fund, Construction Fund Interest, or savings reallocations from other projects.*

% of Project Funded by Impact Fees
66.67%

Active Roadway Improvement Plan
Project Summary Sheet

Project Name	CIP Project Number	Map ID Number*
CUSTER ROAD (US 380 TO FM 1461)	ST9115	**6**

Project Description	Estimated Completion
Design study for the future widening of the road to four lanes (ultimately six lanes) and realignment at the north end near FM 1461.	Dec-2017

Funding Sources (FY15-16)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ 600,000	$ 2,010,000	$ 1,250,000	$ -	$ -	**$ 3,860,000**

Funding Sources (Thru Future Years)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ -	$ -	$ -	$ -	$ -	$ -

GRAND TOTAL
$ 3,860,000

Map ID numbers are indicated on map
***Bonds may include General Obligation Bonds, Certificates of Obligation, or Revenue Bonds*
****Grants may include cost-sharing participation from county, regional, state, or federal sources*
***** Other may include General Fund, Water Fund, Construction Fund Interest, or savings reallocations from other projects.*

% of Project Funded by Impact Fees
15.54%

Active Roadway Improvement Plan
Project Summary Sheet

Project Name	CIP Project Number	Map ID Number*
COLLIN MCKINNEY PKWY PUBLIC-PRIVATE PARTNERSHIP (CONSTRUCTION)	FA4314	7

Project Description	Estimated Completion
Participate with private developer in cost-sharing for the construction of Collin McKinney Pkwy between Stacy Rd and Village Park Dr.	N/A

Funding Sources (Thru FY16-17)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ 150,000	$ -	$ -	$ -	$ -	$ 150,000

Funding Sources (Future Years)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ -	$ -	$ -	$ -	$ -	$ -

GRAND TOTAL
$ 150,000

Map ID numbers are indicated on map
***Bonds may include General Obligation Bonds, Certificates of Obligation, or Revenue Bonds*
****Grants may include cost-sharing participation from county, regional, state, or federal sources*
***** Other may include General Fund, Water Fund, Construction Fund Interest, or savings reallocations from other projects.*

% of Project Funded by Impact Fees
100.00%

Active Roadway Improvement Plan
Project Summary Sheet

Project Name	CIP Project Number	Map ID Number*
COLLIN MCKINNEY PKWY PUBLIC-PRIVATE PARTNERSHIP (ACQUISITIONS)	FA4408	8

Project Description	Estimated Completion
Participate with private developer in cost-sharing for the acquisition of right-of-way and easements associated with the construction of Collin McKinney Pkwy between Stacy Rd and Village Park Dr.	N/A

Funding Sources (Thru FY16-17)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ 120,000	$ -	$ -	$ 30,000	$ -	$ 150,000

Funding Sources (Future Years)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ -	$ -	$ -	$ -	$ -	$ -

GRAND TOTAL
$ 150,000

Map ID numbers are indicated on map
***Bonds may include General Obligation Bonds, Certificates of Obligation, or Revenue Bonds*
****Grants may include cost-sharing participation from county, regional, state, or federal sources*
***** Other may include General Fund, Water Fund, Construction Fund Interest, or savings reallocations from other projects.*

% of Project Funded by Impact Fees
80.00%

Active Roadway Improvement Plan
Project Summary Sheet

Project Name	CIP Project Number	Map ID Number*
TRAFFIC SIGNALIZATION CONSTRUCTION	TR1620	n/a

Project Description	Estimated Completion
New signals at the intersections of Independence Pkwy & Westridge Blvd, Hardin Blvd & Winding Brook Dr, Custer Rd & Silverado Trl, and Ridge Rd & Habersham. Modifying a signal at the intersection of SH 121 & Craig Ranch Dr.	Aug-2018

Funding Sources (Thru FY16-17)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ 300,000	$ 650,000	$ -	$ -	$ -	$ 950,000

Funding Sources (Future Years)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ -	$ -	$ -	$ -	$ -	$ -

GRAND TOTAL
$ 950,000

*Map ID numbers are indicated on map
**Bonds may include General Obligation Bonds, Certificates of Obligation, or Revenue Bonds
***Grants may include cost-sharing participation from county, regional, state, or federal sources
**** Other may include General Fund, Water Fund, Construction Fund Interest, or savings reallocations from other projects.

% of Project Funded by Impact Fees
31.58%

Active Water/Wastewater Improvement Plan
Project Summary Sheet

Project Name	CIP Project Number	Map ID Number*
HARDIN BLVD 36" WATER LINE	WA2029	**9**

Project Description	Estimated Completion
5,800 LF of 36 inch water line from Wilmeth Rd to Bloomdale Rd along Hardin Blvd. This project is complete.	Complete

Funding Sources (Thru FY16-17)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ 600,000	$ -	$ -	$ -	$ 200,000	**$ 800,000**

Funding Sources (Future Years)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ -	$ -	$ -	$ -	$ -	**$ -**

GRAND TOTAL
$ 800,000

% of Project Funded by Impact Fees
75.00%

**Map ID numbers are indicated on map*
***Bonds may include General Obligation Bonds, Certificates of Obligation, or Revenue Bonds*
****Grants may include cost-sharing participation from county, regional, state, or federal sources*
***** Other may include General Fund, Water Fund, Construction Fund Interest, or savings reallocations from other projects.*

Active Water/Wastewater Improvement Plan
Project Summary Sheet

Project Name	CIP Project Number	Map ID Number*
BLOOMDALE PUMP STATION LINE (850 PP)	WA4340	**10**

Project Description	Estimated Completion
6,900 LF of 42 inch water line, 1,300 LF of 54 inch water line, and 450 LF of 54 inch water line from the Bloomdale Rd Pump Station Site to Hardin Blvd along Bloomdale Rd.	Apr-2019

Funding Sources (Thru FY16-17)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ 1,300,000	$ 3,800,000	$ -	$ -	$ -	**$ 5,100,000**

Funding Sources (Future Years)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ -	$ -	$ -	$ -	$ -	**$ -**

GRAND TOTAL
$ 5,100,000

*Map ID numbers are indicated on map
**Bonds may include General Obligation Bonds, Certificates of Obligation, or Revenue Bonds
***Grants may include cost-sharing participation from county, regional, state, or federal sources
**** Other may include General Fund, Water Fund, Construction Fund Interest, or savings reallocations from other projects.

% of Project Funded by Impact Fees
25.49%

Active Water/Wastewater Improvement Plan
Project Summary Sheet

Project Name	CIP Project Number	Map ID Number*
FM 546 24" WATERLINE	WA4341	**11**

Project Description	Estimated Completion
Construct 8,100 LF of a 24 inch water line along the new alignment of FM 546.	TBD

Funding Sources (Thru FY16-17)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ 200,000	$ -	$ -	$ -	$ -	**$ 200,000**

Funding Sources (Future Years)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ -	$ 5,000,000	$ -	$ -	$ -	**$ 5,000,000**

GRAND TOTAL
$ 5,200,000

Map ID numbers are indicated on map
***Bonds may include General Obligation Bonds, Certificates of Obligation, or Revenue Bonds*
****Grants may include cost-sharing participation from county, regional, state, or federal sources*
***** Other may include General Fund, Water Fund, Construction Fund Interest, or savings reallocations from other projects.*

% of Project Funded by Impact Fees
3.85%

Active Water/Wastewater Improvement Plan
Project Summary Sheet

Project Name	CIP Project Number	Map ID Number*
US380 WATERLINE IMPROVEMENT	WA4415	**12**

Project Description	Estimated Completion
Constructing a master planned 24" waterline and replacing the existing water lines.	Dec-2018

Funding Sources (Thru FY16-17)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ 3,200,000	$ 1,400,000	$ -	$ -	$ -	**$ 4,600,000**

Funding Sources (Future Years)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ -	$ -	$ -	$ -	$ -	**$ -**

GRAND TOTAL
$ 4,600,000

Map ID numbers are indicated on map
***Bonds may include General Obligation Bonds, Certificates of Obligation, or Revenue Bonds*
****Grants may include cost-sharing participation from county, regional, state, or federal sources*
***** Other may include General Fund, Water Fund, Construction Fund Interest, or savings reallocations from other projects.*

% of Project Funded by Impact Fees
69.57%

Active Water/Wastewater Improvement Plan
Project Summary Sheet

Project Name	CIP Project Number	Map ID Number*
RIDGE RD ELEVATED STORAGE TANK	WA5067	13

Project Description	Estimated Completion
Land acquisition for Ridge Rd Elevated Storage Tank.	TBD

Funding Sources (Thru FY16-17)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ 280,000	$ 720,000	$ -	$ -	$ -	$ 1,000,000

Funding Sources (Future Years)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ -	$ -	$ -	$ -	$ -	$ -

GRAND TOTAL
$ 1,000,000

Map ID numbers are indicated on map
***Bonds may include General Obligation Bonds, Certificates of Obligation, or Revenue Bonds*
****Grants may include cost-sharing participation from county, regional, state, or federal sources*
***** Other may include General Fund, Water Fund, Construction Fund Interest, or savings reallocations from other projects.*

% of Project Funded by Impact Fees
28.00%

Active Water/Wastewater Improvement Plan
Project Summary Sheet

Project Name	CIP Project Number	Map ID Number*
UNIVERSITY PUMP STATION (10 MG GROUND STORAGE TANK)	WA6116	**14**

Project Description	Estimated Completion
Construct second 10 million gallon ground storage tank at University Pump Station. This project is complete.	Complete

Funding Sources (Thru FY16-17)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ 5,785,000	$ -	$ -	$ -	$ 2,510,000	**$ 8,295,000**

Funding Sources (Future Years)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ -	$ -	$ -	$ -	$ -	**$ -**

GRAND TOTAL
$ 8,295,000

Map ID numbers are indicated on map
***Bonds may include General Obligation Bonds, Certificates of Obligation, or Revenue Bonds*
****Grants may include cost-sharing participation from county, regional, state, or federal sources*
***** Other may include General Fund, Water Fund, Construction Fund Interest, or savings reallocations from other projects.*

% of Project Funded by Impact Fees
69.74%

Active Water/Wastewater Improvement Plan
Project Summary Sheet

Project Name	CIP Project Number	Map ID Number*
REDBUD PUMP STATION SITE	WA8132	**15**

Project Description	Estimated Completion
Construct a new water pump station & ground storage facility.	2018

Funding Sources (Thru FY16-17)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ 2,700,000	$ 24,700,000	$ -	$ -	$ -	**$ 27,400,000**

Funding Sources (Future Years)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ -	$ -	$ -	$ -	$ -	**$ -**

GRAND TOTAL
$ 27,400,000

Map ID numbers are indicated on map
***Bonds may include General Obligation Bonds, Certificates of Obligation, or Revenue Bonds*
****Grants may include cost-sharing participation from county, regional, state, or federal sources*
***** Other may include General Fund, Water Fund, Construction Fund Interest, or savings reallocations from other projects.*

% of Project Funded by Impact Fees
9.85%

Active Water/Wastewater Improvement Plan
Project Summary Sheet

Project Name	CIP Project Number	Map ID Number*
HARDIN BLVD ELEVATED STORAGE TANK	WA9117	**16**

Project Description	Estimated Completion
Constructed 2 million gallon elevated storage tank located near the intersection of Hardin Blvd and Virginia Pkwy; 1,300 LF of 24" water line and 350 LF of 16" water line. This project is complete.	Complete

Funding Sources (Thru FY16-17)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ 249,995	$ -	$ -	$ -	$ 5,573,830	**$ 5,823,825**

Funding Sources (Future Years)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ -	$ -	$ -	$ -	$ -	**$ -**

GRAND TOTAL
$ 5,823,825

Map ID numbers are indicated on map
***Bonds may include General Obligation Bonds, Certificates of Obligation, or Revenue Bonds*
****Grants may include cost-sharing participation from county, regional, state, or federal sources*
***** Other may include General Fund, Water Fund, Construction Fund Interest, or savings reallocations from other projects.*

% of Project Funded by Impact Fees
4.29%

Active Water/Wastewater Improvement Plan
Project Summary Sheet

Project Name	CIP Project Number	Map ID Number*
STONEBRIDGE LIFT STATION	WW4359	**17**

Project Description	Estimated Completion
Decomissioning of an existing lift station and replacing with a 24" gravity trunk line.	2020

Funding Sources (Thru FY16-17)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ 800,000	$ -	$ -	$ -	$ -	**$ 800,000**

Funding Sources (Future Years)

Impact Fees	Bonds**	Grants***	Developer Contributions	Other****	TOTAL
$ 1,800,000	$ -	$ -	$ -	$ -	**$ 1,800,000**

GRAND TOTAL
$ 2,600,000

Map ID numbers are indicated on map
***Bonds may include General Obligation Bonds, Certificates of Obligation, or Revenue Bonds*
****Grants may include cost-sharing participation from county, regional, state, or federal sources*
***** Other may include General Fund, Water Fund, Construction Fund Interest, or savings reallocations from other projects.*

% of Project Funded by Impact Fees
100.00%

F. Appendix (*available in the City Secretary's Office*)

2012-2013 Land Use Assumptions
2012-2013 Capital Improvements Plan for Roadway Impact Fees
2012-2013 Capital Improvements Plan for Water/Wastewater Impact Fees
2012-2013 Roadway Impact Fee Schedule A
2012-2013 Roadway Impact Fee Schedule B
2012-2013 Roadway Impact Fee Schedule C
2012-2013 Roadway Impact Fee Schedule D
2012-2013 Utility Impact Fee Schedule

RESOLUTION NO. 2013-06-088 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, APPROVING THE LAND USE ASSUMPTIONS FOR THE 2012-2013 ROADWAY IMPACT FEE UPDATE

WHEREAS, per Texas Local Government Code Section 395.052, a city imposing an impact fee shall update the Land Use Assumptions and capital improvements plan at least every five years; and

WHEREAS, the Land Use Assumptions were presented to the Planning and Zoning Commission, serving in their role as the Capital Improvements Advisory Committee, on April 23, 2013 and the meeting minutes were forwarded to the City Council on May 7, 2013; and

WHEREAS, per Texas Local Government Code Section 395.054, the City of McKinney, Texas has held a public hearing to consider updated Land Use Assumptions for the 2012-2013 Roadway Impact Fee Update; and

WHEREAS, per Texas Local Government Code Section 395.054, the City of McKinney, Texas is required to adopt an ordinance, order, or resolution approving the Land Use Assumptions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, THAT:

Section 1. The City Council of the City of McKinney, Texas approves the Land Use Assumptions for the 2012-2013 Roadway Impact Fee Update.

Section 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS ON THE 18TH DAY OF JUNE, 2013.

CITY OF McKINNEY, TEXAS

TRAVIS USSERY
Mayor Pro-Tem

ATTEST:

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

CITY OF MCKINNEY
LAND USE ASSUMPTIONS REPORT
2012-2013 IMPACT FEE UPDATE

INTRODUCTION

To accurately determine the costs associated with providing infrastructure to serve new development for the purpose of assessing impact fees, a planning study must first be conducted to determine the type, amount, and location of expected growth over the next 10 years. That study, known as a Land Use Assumptions (LUA) report, is described in Chapter 395 of the Texas Local Government Code as the basis for which all capital improvement plans for impact fees are to be created. It must be updated every five years and/or as conditions for development change in the city.

CONTENTS

The report is divided into six sections that serve to satisfy the methodology requirements of State Law. They are:

I. **Study Process**: A description of the data types and basic procedures used in the study.

II. **Service Area Maps**: The impact fee service areas for roadway facilities and utility facilities based on the data collection zones.

III. **Baseline Data**: Information on population, land use, and square footage of non-residential uses for McKinney, as of 2012, for each service area.

IV. **Ultimate Projections**: Projections for population and square footage of non-residential uses which reflect a completely developed condition based on the city's Future Land Use Plan and current land use patterns.

V. **10-Year Growth Assumptions**: Population and non-residential growth assumptions for the next ten years by service area.

VI. **Summary Tables**: Tabular summary of figures for baseline and 10-year projections by service area.

I. STUDY PROCESS

In order to estimate current population, estimate non-residential square footage levels in McKinney and to develop growth assumptions to be used in capital improvements planning, a wide variety of data have been reviewed. By assimilating data of varying types and noting both the differences and similarities of their variables, logical conclusions have been drawn to support the inclusion of data which is the "most appropriate" for McKinney and its expected growth patterns. It is important to note that there is no "one right way" to carrying out a land use assumptions study, but City Staff has been very diligent to utilize generally accepted forecasting techniques based on sound planning principles.

A. *Data Types*:

1. Existing land uses (source: Collin Central Appraisal District).

2. Existing zoning map and regulations (source: City of McKinney).

3. Future land uses based on the adopted Future Land Use Plan and Module Diagram (source: City of McKinney).

4. Historical population information (source: City of McKinney).

5. Residential and non-residential developments constructed over the last seven years (source: City of McKinney).

6. McKinney Town Center Study Phase 2, *Market Feasibility Analysis* (source: City of McKinney).

7. Proposals for residential and non-residential developments that have been submitted to the City (and in some cases, have been approved) but not yet constructed (source: City of McKinney).

B. *Study Procedures*:

Using the data described above, the study has been prepared following these primary steps.

1. Update impact fee service area boundaries in accordance with State Law requirements. See Section II: Service Area Maps.

2. Collect/determine baseline data for 2012 population and non-residential square footage (by land use category and by service area). See Section III: Base Year Data.

3. Project the ultimate population and non-residential square footage (by land use category and by service area) for McKinney at build-out. See Section IV: Ultimate Projections.

4. Project population and non-residential square footage growth for the next ten years (by land use category and by service area). See Section V: 10-Year Growth Assumptions.

II. SERVICE AREA MAPS

As defined by Local Government Code Chapter 395, a “service area” may include all or part of the land within the political subdivision or its ETJ to be served by the capital improvements or facilities expansions specified in the Capital Improvements Plan, except roadway facilities and storm water, drainage, and flood control facilities.

For roadway facilities, a service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed 6 miles. Roadway service area boundaries generally follow existing and future major thoroughfares. Roadway service areas also represent areas of similar traffic generation characteristics and help to maintain efficiencies in accounting and administration of roadway impact fees.

Exhibit “A” shows the 2012 Roadway Service Area Map. The 2012 Roadway Service Area Map includes the same 13 Service Areas that the City of McKinney recognized during the 2007-2008 Impact Fee Update. Only slight changes have been made to align service area boundaries with newly constructed roadways. These slight changes do not necessarily alter Service Area boundaries, rather, they simply capture the alignments of built roadways as opposed to proposed alignments.

Exhibit “B” shows the 2012 Utility Service Area Map. Since there were no changes in the boundary of McKinney’s Extraterritorial Jurisdiction (ETJ), the 2012 Utility Service Area Map has not changed since the 2007-2008 Impact Fee Update.

ROADWAY SERVICE AREA MAP (2012)

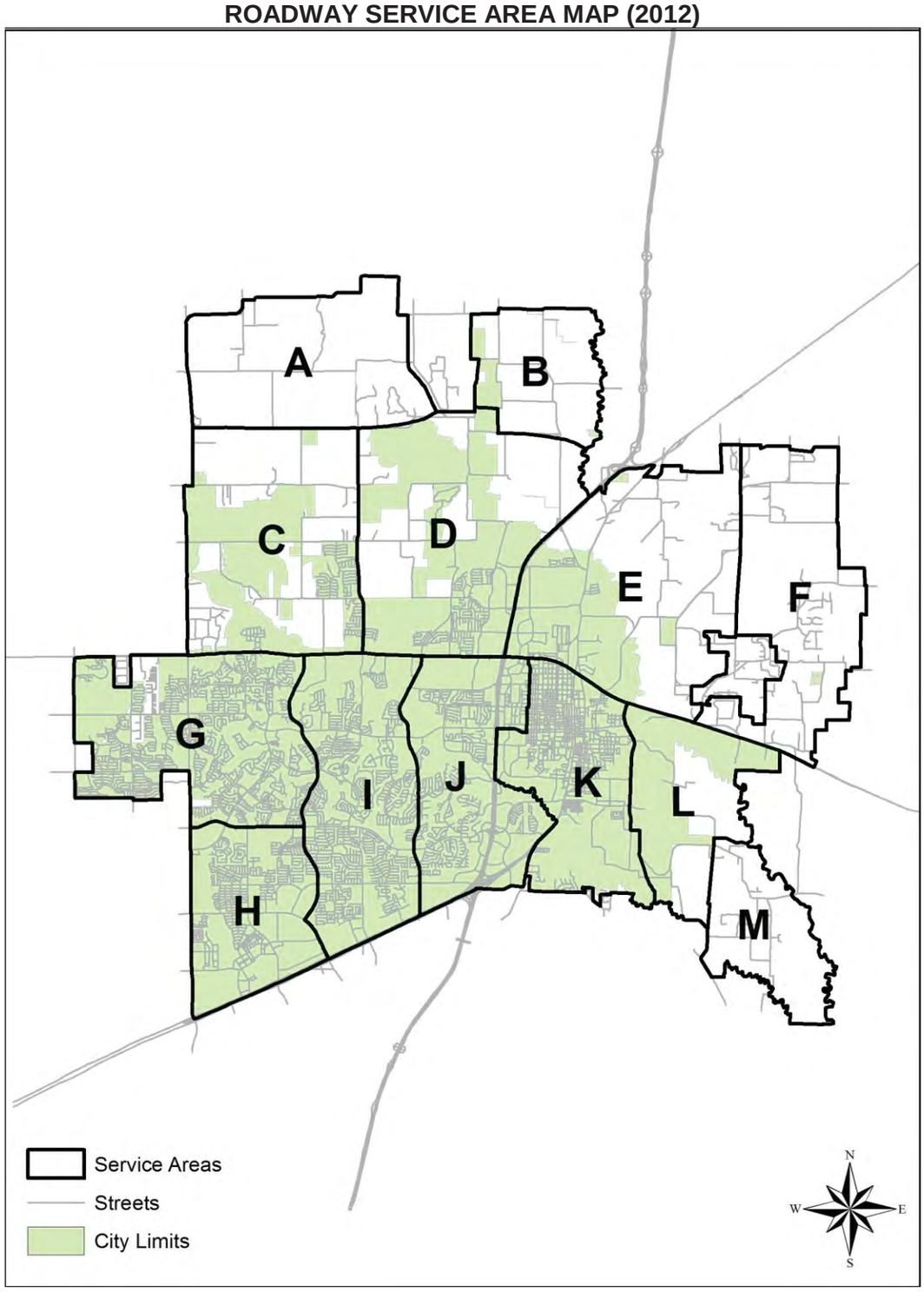


EXHIBIT "A"

UTILITY SERVICE AREA MAP (2012)

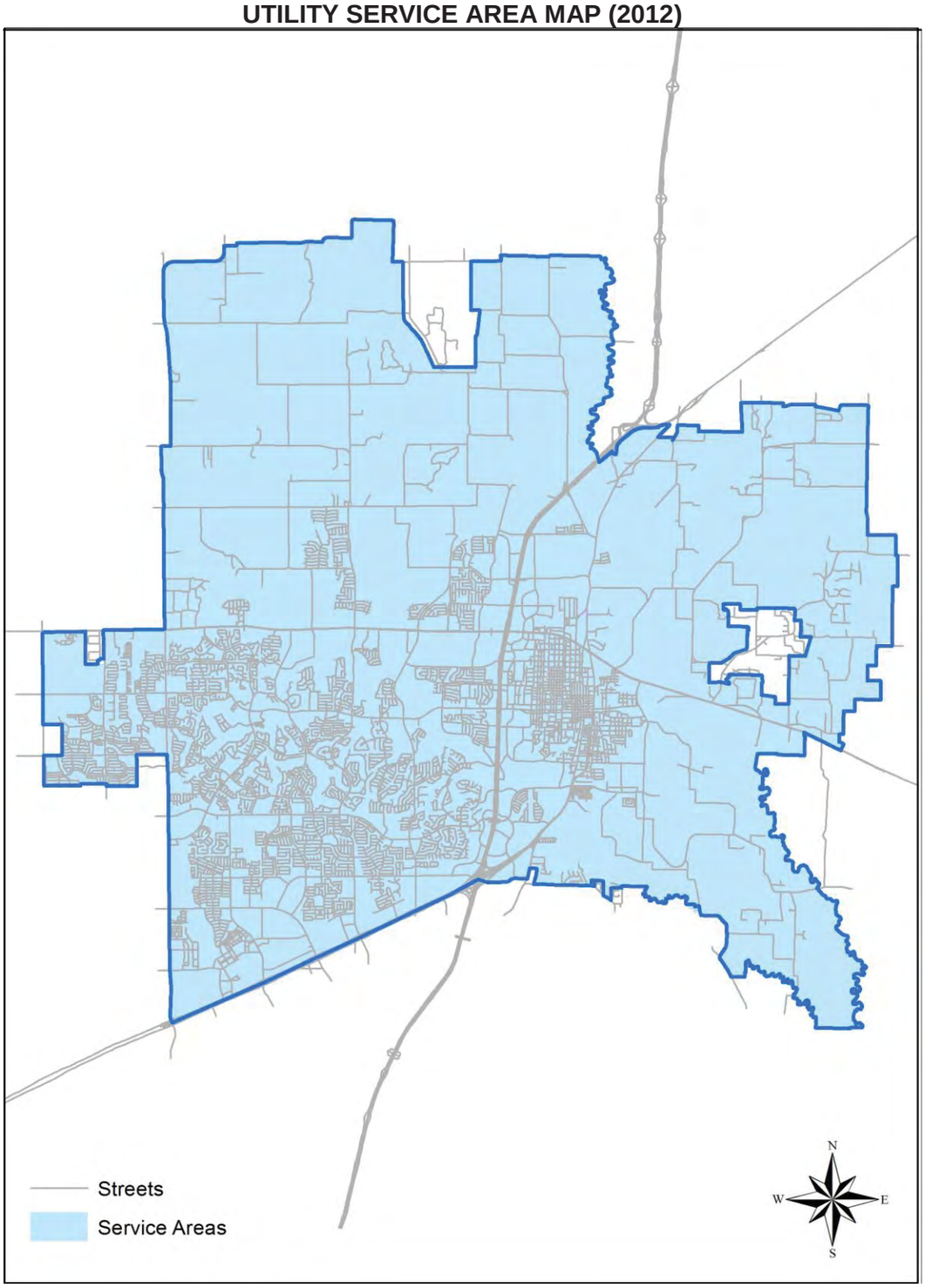


EXHIBIT "B"

III. BASELINE DATA

A. *Population:*

The baseline population in McKinney as of January 1, 2012 has been estimated at 136,813.

Table 1 below shows McKinney's population history from the 2000 U.S Census through the estimate for January 1, 2012. Using the official 2010 U.S. Census population as starting point, City Planning Staff estimates a population figure each year based on an analysis of building permit data for the previous year as well as on commonly accepted assumptions for occupancy rates and household sizes.

Table 1 below illustrates that McKinney has been experiencing steady residential growth over the last decade. With no foreseeable exhaustion of land, this trend of increasing population growth should continue well past the 10-year forecast of this study.

TABLE 1
CITY OF MCKINNEY
HISTORICAL POPULATION GROWTH
2000 – 2012

YEAR	POPULATION	ANNUAL PERCENTAGE GROWTH
2000	54,369*	------
2001	58,438	7.5%
2002	66,990	14.6%
2003	76,907	14.8%
2004	85,865	11.6%
2005	94,733	10.3%
2006	104,853	10.7%
2007	115,198	9.9%
2008	120,978	5.0%
2009	122,803	1.5%
2010	131,117*	6.8%
2011	133,376	1.7%
2012	136,666	2.5%

* Official Census figure

The citywide population estimate is then spatially distributed among the thirteen roadway service areas. To do this, data from Collin CAD is used in conjunction with City building permit data to convert the population into housing units. By querying the data using Geographic Information Systems (GIS) software, the

number of exiting housing units currently within each service area is estimated. Using the average number of persons in a single family unit and a multi-family unit (i.e. the household size), an estimated number of residents is determined for each service area. For single family, the average household size used is 3.0. For multi-family, the average household size used is 2.4. These are the standard household sizes used by City Planning Staff for the yearly population estimates. (See Summary Table in Section VI)

B. *Non-Residential Square Footages:*

It is also necessary to establish a baseline figure for non-residential uses currently in McKinney. Non-residential uses are estimated in square feet because building square footages provide the basis for determining the projected increase in Service Units demanded over the next ten years.

For roadway impact fees in particular, building square footage is the most common independent variable for the estimation of non-residential vehicle trips generated in the *Institute of Transportation Engineers (ITE) Trip Generation Manual*. This statistic is more appropriate than the number of employees because building square footage is tied more closely to trip generation and is known at the time of application for any development or development modification that would require the assessment of an impact fee.

As a result, the non-residential uses are grouped into three broad categories: Basic, Service, and Retail. These three categories correspond to an aggregation of other specific land use categories based on the North American Industry Classification System (NAICS).

The Basic category generally consists of industrial uses. The Service category generally consists of office uses, including institutional uses (schools, government, and churches). The Retail category generally includes commercial uses.

Baseline square footage of Basic, Service, and Retail uses within the City of McKinney is determined using data from Collin CAD. Collin CAD provides the City Planning Staff with square footage data for all existing non-residential improvements (i.e. structures) within the city limits. GIS is then used to query the data by service area and by non-residential land use type. Using the results of these queries, a summary table of all non-residential uses within each service area is created. Adding the square footage of each non-residential land use within each service area gives the baseline square footages of Basic, Service, and Retail uses. (See Summary Table in Section VI)

IV. ULTIMATE PROJECTIONS

A. *Population*:

An ultimate population projection must also been established. This ultimate projection is needed as an input (i.e. it establishes an upper growth limit when plotting a Gompertz growth curve) for estimating the ten-year projection (which is provided in Section V). Therefore, the Ultimate Project has been calculated first in this report.

The ultimate population of the City of McKinney is a function of residential land use area (acres), housing density (dwelling units per acre), occupancy rate, and household size (persons per dwelling unit). An ultimate population of 357,967 persons is based on the following process:

Within current city limits: An existing land use map is derived from Collin CAD data and reflects currently developed properties in the City of McKinney. The existing land use map reflects existing uses and may not necessarily correspond with the zoning or Future Land Use Plan. By taking the Future Land Use Plan map and subtracting all developed land as shown on the existing land use map, a new map is created that show only undeveloped (vacant) areas within the current city limits. The undeveloped land map is then divided into service areas.

Staff then analyzes the zoning regulations for every undeveloped parcel of land in order to compile a summary of the number of acres available for type of residential development (single-family, multi-family). For parcels currently zoned "Agricultural District," Staff uses the Future Land Use Plan (and its accompanying Module Diagram) to determine future anticipated uses. The Future Land Use Plan (and Module Diagram) is a guide indicating the City's desired future use of land and is already referenced when the City considers zoning requests. The acreage of each type of residential development in each service area is multiplied by the average dwelling units per gross developable acre of type as calculated from existing land use patterns.

[Undeveloped Acres **x** Average Dwelling Units per Gross Developable Acre by Residential Type **=** Projected Dwelling Units]

Within the ETJ but outside current city limits: Property located within the ETJ but outside the city limits is not subject to the City's zoning regulations. Therefore, the Future Land Use Plan (and Module Diagram) is used to consider which zoning regulations would be applied to the property upon annexation into the city. Thus, the ultimate population for the area within the ETJ but outside of the current city limits is calculated based on an analysis of the Future Land Use Plan (and Module Diagram).

The acreage of each land use category in each service area is multiplied by the recommended average allowable housing density given by the Future Land Use Plan (and Module Diagram). The products of each land use category are then added together to obtain the total projected dwelling units in each service area.

[Undeveloped Acres **x** Dwelling Units Per Acre **=** Projected Dwelling Units]

The projected number of dwelling units for each service area within and outside of the city limits are added together to get the total projected increase in the number of dwelling units to build-out.

This figure is converted to population by multiplying it by an average household size (persons per dwelling unit). For single family, the average household size used is 3.0. For multi-family, the average household size used is 2.4. These are the same average household sizes used for the yearly population projection by the City.

The total projected increase in population is added to the 2012 baseline population to determine the ultimate population of the City of McKinney at 100% build out.

[Existing Population **+** Population Increase **=** Population at Build Out]

B. *Non-Residential Square Footage*:

To estimate the ultimate square footage of Basic, Service and Retail uses, a method similar to the one used for population is used.

Within the current city limits (applicable for roadway and utility impact fees): A map is created showing only undeveloped (vacant) areas within the current city limits. The undeveloped land map is divided into service areas. Then, Staff analyzes the zoning regulations for every undeveloped parcel of land in order to compile a summary of the number of acres within the current city limits that could be developed for Basic, Service and Retail uses.

For purposes of this analysis, the Basic category consists of zoning districts with designations for:

- ML-Light Manufacturing
- MH-Heavy Manufacturing
- PD-Planned Development Districts with industrial-type base zoning districts or development standards.

The Service category consists of zoning districts designated for:

- O-Office
- O-1 Neighborhood Office
- PD-Planned Development Districts with office-type base zoning districts or development standards).

The Retail category consists of zoning districts designated for:

- BN-Neighborhood Business
- BG-General Business
- C-Planned Center
- PD-Planned Development Districts with commercial-type base zoning districts or development standards.

For properties currently zoned “Agricultural District,” Staff uses the Future Land Use Plan (and the accompanying Module Diagram). See below for how Staff groups the various land use types of the Future Land Use Plan (and the Module Diagram) into Retail, Service or Basic categories.

Within the ETJ but outside current city limits (applicable only for utility impact fees: The ultimate non-residential square footage for the area within the ETJ but outside the current city limits is calculated based on an analysis of the Future Land Use Plan (and Module Diagram). This analysis produces a summary of the number of acres within the ETJ but outside current city limits that could be developed for Basic, Service, and Retail uses.

For purposes of this analysis, the Basic category consists of the following future land use types:

- Light Industrial/Manufacturing
- Flex Office/Warehouse
- Airport Operations

The Service category consists of the following future land use types:

- Office-Neighborhood
- Office-Urban
- Office-Regional
- Employment Center
- Community Facilities

The Retail category consists of the following future land use types:

- Retail-Neighborhood
- Retail-Urban
- Retail-Regional
- Lodging
- Entertainment

Using the square footage data from Collin CAD, the square footage of all existing developments (i.e. the square footage of the improvements) are then divided by the total developed acreage to determine the square footage per acre for Basic, Service, and Retail uses. (See Table 2 below)

Using the analysis of the undeveloped acres of Basic, Service, and Retail uses both within and outside of the city limits, the projected increase in square footage in each service area is found by multiplying the acreage of undeveloped land by the square footage per acre. (See Table 3 below)

[Existing Square Footage of Developed Land **x** Acres of Developed Land **=** Projected Increase in Building Square Footage]

The projected increase in non-residential square footage is then added to the 2012 baseline square footage to determine the projected ultimate non-residential square footage of Basic, Service, and Retail uses at build-out. (See Table 4 below as well as the Summary Table in Section VI)

Table 2 below shows the square footage per acre of existing Basic, Service, and Retail uses that are existing in the City of McKinney.

TABLE 2
CITY OF MCKINNEY
EXISTING BASIC, SERVICE, AND RETAIL
SQUARE FOOTAGE PER ACRE

	ACRES DEVELOPED	EXISTING BUILDING SQ. FT.	SQ. FT. PER ACRE
BASIC	1,272	11,453,254	9,004
SERVICE	1,749	9,804,080	5,606
RETAIL	1,281	9,900,940	7,729

Table 3 below shows the projected increase in non-residential square footage of Basic, Service, and Retail uses to build-out.

TABLE 3
CITY OF MCKINNEY
PROJECTED INCREASE IN BASIC, SERVICE, AND RETAIL
SQUARE FOOTAGE TO BUILD-OUT

	SQ.FT. PER ACRE	ACRES UNDEVELOPED	PROJECTED INCREASE IN BUILDING SQ. FT.
BASIC	9,004	5,304	47,758,891
SERVICE	5,606	5,804	32,543,118
RETAIL	7,729	6,215	48,033,018

Table 4 below shows the projected ultimate non-residential square footage of Basic, Service, and Retail uses at build-out.

TABLE 4
CITY OF MCKINNEY
PROJECTED BASIC, SERVICE, AND RETAIL
SQUARE FOOTAGE AT BUILD-OUT

	EXISTING BUILDING SQ. FT.	PROJECTED INCREASE IN BUILDING SQ. FT.	TOTAL SQ. FT. AT BUILD OUT
BASIC	11,453,254	47,758,891	59,212,145
SERVICE	9,804,080	32,543,118	42,347,198
RETAIL	9,900,940	48,033,019	57,933,959

V. 10-YEAR GROWTH ASSUMPTIONS

A. *Population:*

The ten-year population projection for land use assumptions is not only based on densities established by the existing zoning regulations and by the currently adopted Future Land Use Plan (and Module Diagram), but it is also based on historical population data. As aforementioned in Section III of this report, McKinney has experienced a steady growth over the past 15 years. With no foreseeable exhaustion of land, this trend of increasing population growth is expected to continue well past the 10-year forecast of this study.

There are several methods for projecting population growth based on historic population data. One of these methods involves using a linear growth curve which assumes a constant growth rate and takes the form of a straight line when plotted. This method has suited the City of McKinney's relatively constant growth rate in previous studies.

However, during the period of this update, the City of McKinney (along with the rest of the country) has experienced a significant slowdown in the single family residential market. For projections over a relatively short period of time such as ten years, the linear method is too simplified and cannot accurately accommodate a significant economic slowdown such as what has occurred in recent years. Therefore, in order to develop a projection that is more accurate over the ten year growth horizon, two other standard methods of projection have been utilized. The average of the two methods has been incorporated into the land use assumptions report. These two methods are the Gompertz growth curve and the ratio technique.

The Gompertz growth curve is an extrapolation method that generally fits the growth pattern of McKinney over the last few years. It assumes that, during the total growth period of a geographic area, the growth is slow in the beginning, then increases exponentially for a period of time, and then tapers off as the population approaches an upper growth limit. When plotted, the curve resembles an "S". Using the ultimate population (357,966) from the build-out projections as the upper growth limit, a Gompertz curve has been plotted.

Projections for larger geographic areas (i.e. counties or regions) are more reliable than projections for smaller areas (i.e. cities) since the larger population base is less likely to exhibit short term variations. For this reason, a second method called the ratio technique has also been utilized. This method assumes that, if the relationship between the population of a city and its larger geographic area (for example, a county) has been a generally fixed ratio, the population of the city can be projected based on the population projection of the county.

Analyzing data from Collin CAD over the last five years shows that the total number of single family units in McKinney has been about 15% of the total units in Collin County. Likewise, analyzing data from the State Demographer over the

last five years shows that the population for McKinney has been about 15% of that of Collin County.

With no foreseeable constraint on the supply of developable land in McKinney, it is assumed that McKinney's share of population growth in Collin County will remain the same for at least the next 10 years. Using this assumption, McKinney's population has been calculated for the ten year period as 15% of the population projected by the State Demographer for Collin County for the same 10-year period.

The Gompertz projection provides the low end of the projection and the ratio method provides the high end. Then, the average of both methods is used to establish the 10-year population projection.

Once the population is projected for the 10-year window, dispersing the additional population among the service areas is necessary. In order to accurately disperse the population, population growth trends (i.e. quantity and location of anticipated additional residential dwelling units) have been analyzed by considering all planned lots/units shown on all pending plats and general development plans. (See Summary Table in Section VI)

Note: Municipal Utility District (Nos. 1 and 2) and Utility Impact Fees

The Trinity Falls MUD, a large master-planned development located wholly within the northern reaches of McKinney's ETJ, anticipates ultimate build-out of approximately 4,200 single-family residential units on approximately 1,700 acres. The City of McKinney will be providing water and wastewater service to this development, and, as such, this development will be subject to utility impact fees.

Based on consideration of data provided by the developer as well as information contained in various agreements between the developer and the City, City Staff is making the following assumptions for this impact fee update:

- Approximately 2,700 residential units are projected to be developed in the Trinity Falls development within the 10-year planning window of this impact fee update.
- No amount of non-residential square footage is projected to be developed in the Trinity Falls development within the 10-year planning window of this impact fee update.
- The Trinity Falls development is not anticipated to be annexed into the corporate boundaries of the City of McKinney within the 10-year planning window of this impact fee update.

B. *Non-Residential Square Footage*:

The baseline 2012 non-residential square footage figures have been used as a reference point of how developed the service areas are in 2012. To forecast the amount of growth in Basic, Service, and Retail use categories over the 10-year period of the study, a combination of three methods has been used.

It is assumed that the anticipated growth of uses in the Retail category will tend to follow the growth of population. In order to determine the amount of Retail growth within the City of McKinney, a ratio of current square feet of Retail space to population is determined. The location of the anticipated Retail growth is determined by analyzing population growth, the location of undeveloped land and the location of developing retail corridors and nodes. Using these methodologies, Staff is able to forecast the amount and location of Retail uses anticipated over the next 10 years.

It is assumed that the anticipated growth of uses in the Basic category will not follow population but, instead, grow at the same rate it has over the last five years. It is also assumed that Basic uses will be concentrated in industrial areas of the city. A per year average of the amount of Basic uses constructed over the past five years is used by Staff to forecast the amount of Basic growth anticipated over the next 10 years. The location of the anticipated Basic growth is determined by analyzing the location of undeveloped land, zoning regulations and the Future Land Use Plan (and Module Diagram).

To forecast the amount of anticipated growth of uses in the Service category over the next 10 years, a combination of current square footage per person and historical levels of Service uses in McKinney is used. The amount of Service growth can be tied to population growth, but it is not as dependent on the population growth as Retail uses. It is assumed that the location of some Service uses (i.e. neighborhood-scale offices, churches, and schools) would be dispersed according to population, but the location of some other types of Service uses (i.e. larger-scale office parks, governmental centers, etc.) may be located within clusters throughout the city. The location of the anticipated Service growth is determined by analyzing the location of undeveloped land, zoning regulations, and the Future Land Use Plan (and Module Diagram) as well as the location of residential growth. (See Summary Table in Section VI)

VI. SUMMARY TABLES

Table 5.

Baseline 2012					
	Residential		Non-Residential Square Feet		
Service Area	Population	Dwelling Units	Basic	Service	Retail
A	0	0	0	0	0
B	0	0	0	0	0
C	3,501	1,245	10,233	108,704	488,070
D	9,584	2,776	66,490	1,775,143	719,239
E	2,550	635	3,159,347	759,829	984,216
F	0	0	0	0	0
G	35,028	12,584	138,680	1,201,866	883,757
H	13,294	5,222	293,832	803,818	1,218,376
I	33,327	11,881	101,530	1,259,562	872,364
J	21,291	8,816	1,453,785	2,040,859	3,000,259
K	18,223	6,584	5,628,221	1,852,784	1,723,306
L	15	13	601,136	1,515	11,353
M	0	0	0	0	0
Total	136,813	49,756	11,453,254	9,804,080	9,900,940

Table 6.

10-Year Projected Increase					
	Residential		Non-Residential Square Feet		
Service Area	Population	Dwelling Units	Basic	Service	Retail
A	0	0	0	0	0
B	7,919	2,740	0	0	0
C	8,216	2,843	0	261,471	672,692
D	5,199	1,799	0	392,211	831,620
E	2,439	844	530,732	0	170,542
F	43	15	0	0	0
G	14,236	4,926	37,908	436,138	618,214
H	10,407	3,601	37,910	1,926,111	1,035,982
I	7,537	2,608	56,865	855,438	327,306
J	3,725	1,289	132,684	459,139	599,805
K	2,468	854	331,707	125,597	244,095
L	0	0	199,024	0	0
M	0	0	0	0	0
Total	62,190	21,519	1,326,830	4,456,105	4,500,256

Table 7.

10-Year Projection					
Service Area	Residential		Non-Residential Square Feet		
	Population	Dwelling Units	Basic	Service	Retail
A	0	0	0	0	0
B	7,919	2,740	0	0	0
C	11,718	4,088	10,233	370,175	1,160,762
D	14,784	4,575	66,490	2,167,354	1,550,859
E	4,989	1,479	3,690,079	759,829	1,154,758
F	43	15	0	0	0
G	49,264	17,510	176,588	1,638,004	1,501,971
H	23,701	8,823	331,742	2,729,929	2,254,358
I	40,864	14,489	158,395	2,115,000	1,199,670
J	25,016	10,105	1,586,469	2,499,998	3,600,064
K	20,691	7,438	5,959,928	1,978,381	1,967,401
L	15	13	800,160	1,515	11,353
M	0	0	0	0	0
Total	199,003	71,275	12,780,084	14,260,185	14,401,196

Note: All numbers are cumulative (i.e. numbers include the baseline 2012 from Table 5 figures plus the 10-year Projection Increase figures from Table 6.).

ORDINANCE NO. 2013-11-108

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS AMENDING CHAPTER 130, ENTITLED "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE CITY OF MCKINNEY, TEXAS, THROUGH THE AMENDMENT OF EXISTING ARTICLE III ENTITLED "ROADWAY IMPACT FEES" BY AMENDING PORTIONS OF SECTIONS 130-106, 130-108, 130-109, 130-111, 130-114, 130-144, AND 130-145 AS SET FORTH HEREIN BELOW; BY THE ADOPTION OF A NEW EXHIBIT 1 REGARDING THE 2012-2013 LAND USE ASSUMPTIONS FOR ROADWAY IMPACT FEES; BY THE ADOPTION OF A NEW EXHIBIT 2 REGARDING THE 2012-2013 ROADWAY IMPACT FEE UPDATE ("ROADWAY IMPROVEMENTS PLAN"); AND BY THE ADOPTION OF A NEW SCHEDULE 1 REGARDING THE ASSESSMENT AND COLLECTION OF ROADWAY IMPACT FEES; PROVIDING THIS ORDINANCE BE CUMULATIVE; PROVIDING FOR SEVERABILITY; PROVIDING FOR GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of McKinney (the "City") is a home-rule city possessing the full power of local self-government pursuant to Article II, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code and its home rule charter; and

WHEREAS, the City established roadway impact fees to be imposed within its corporate limits by Ordinance No. 97-10-54 on October 7, 1997, and as amended by Ordinance No. 2000-03-20, Ordinance No. 2001-08-091, Ordinance No. 2003-05-055, Ordinance No. 2003-07-062, Ordinance No. 2005-11-116, and Ordinance No. 2008-11-102 in compliance with Chapter 395 of the Texas Local Government Code (the "Roadway Impact Fee Ordinances"); and

WHEREAS, the Roadway Impact Fee Ordinances have been codified in Article III of Chapter 130 of the Code of Ordinances, City of McKinney, Texas; and

WHEREAS, Texas Local Government Code Section 395.052 requires a city imposing a roadway impact fee to update the land use assumptions and capital improvements plan at least once every five years; and

WHEREAS, the City held a public hearing and approved the updated Land Use Assumptions For Roadway Impact Fees in conjunction with Resolution No. 2013-06-088 (R) which Resolution and Assumptions are attached hereto as Exhibit 1 and incorporated herein by reference for all purposes allowed by law; and

WHEREAS, the City held a public hearing and approved the 2012-2013 Roadway Impact Fee Update ("Roadway Improvements Plan") in conjunction with Resolution No. 2013-11-186 (R), which Resolution and Update are attached hereto as Exhibit 2 and incorporated herein by reference for all purposes allowed by law; and

WHEREAS, the City Council finds that the provisions governing the administration of roadway impact fees and Schedule 1 setting forth the roadway impact fees to be assessed and collected within each service area established in the Roadway Impact Fee Ordinances and codified in Article III of Chapter 130 of the Code of Ordinances, City of McKinney, Texas should be amended; and

WHEREAS, the City Council finds that the City has complied with Chapter 395 of the Texas Local Government Code in the amendment of the land use assumptions, capital improvements plan, and roadway impact fees; and

WHEREAS, the proposed amendments to Article III of Chapter 130 of the Code of Ordinances, City of McKinney, Texas are in the best interest of the citizens of McKinney to assure the availability of adequate roadway facilities and services in order to serve new development consistent with the policies set forth in the City's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, THAT:

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City of McKinney, and they are hereby approved and incorporated into the body of this Ordinance as if restated herein in their entirety.

Section 2. From and after the effective date of this Ordinance, Section 130-106 entitled "Definitions" of the Code of Ordinances of the City of McKinney, Texas, is hereby amended in part by deleting the definition of "Land Use Assumptions" and replacing said definition with a new definition for the phrase "Land Use Assumptions" to read as follows:

> "Land Use Assumptions means and includes a description of the service areas and the projections of population and employment growth and associated changes in land uses, densities and intensities adopted by the City, as may be amended from time to time, in each service area over a 10-year period upon which the Roadway Improvements Plan is based. The Land Use Assumptions are set out in the most recently updated Land Use Assumptions for Roadway Impact Fees adopted by resolution of the City Council of the City of McKinney, Texas, and attached hereto as Exhibit 1."

Section 3. From and after the effective date of this Ordinance, Section 130-106 entitled "Definitions" of the Code of Ordinances of the City of McKinney, Texas, is hereby amended in part by deleting the definition of "Roadway Improvements Plan or Capital Improvements Plan for Roadway Impact Fees" and replacing said definition with a new definition for the phrase "Roadway Improvements Plan or Capital Improvements Plan for Roadway Impact Fees" to read as follows:

> "Roadway Improvements Plan or Capital Improvements Plan for Roadway Impact Fees identifies the capital improvements or facility expansions and associated costs for each roadway service area that are necessitated by and which are attributable to new development within the service area, for a period not to exceed 10 years, which capital improvements are to be financed in whole or in part through the imposition of roadway impact fees pursuant to this Article. The Roadway Improvements Plan or Capital Improvements Plan for Roadway Impact Fees Land Use Assumptions is set out in the most recently updated Roadway Impact Fee Update ("Roadway Improvements Plan") adopted by resolution of the City Council of the City of McKinney, Texas, and attached hereto as Exhibit 2."

Section 4. From and after the effective date of this Ordinance, Section 130-108 entitled "Impact Fees Per Service Unit" of the Code of Ordinances of the City of McKinney, Texas, be and the same is hereby amended and replaced in its entirety so that hereafter said Section 130-108 shall be and read as follows:

> "Sec. 130-108. Impact Fees per Service Unit

(a) The maximum impact fee per service unit (pre-credit) and the maximum assessable impact fee per service unit (post-credit) for each roadway service area shall be as set forth in:

(1) Schedule 1, Table A, if the date of final plat recording is prior to September 1, 2003 and replatting is not necessary;

(2) Schedule 1, Table B, if the date of final plat recording is on or after September 1, 2003 through and including November 9, 2008 and replatting is not necessary;

(3) Schedule 1, Table C, if the date of final plat recording is on or after November 10, 2008 through and including November 19, 2013 and replatting is not necessary.

(4) Schedule 1, Table D, if the date of final plat recording or replat recording is on or after November 20, 2013.

Schedule 1, Tables A through D (sometimes hereinafter referred to collectively as "Schedule 1") are attached hereto and hereby incorporated into and made a part of this Article by reference.

(b) The number of vehicle miles attributable to each land use category per development unit in each new development within a roadway service area shall be as set forth in:

(1) Schedule 1, Table A, as designated for each particular Roadway Service Area, Roadway Service Areas 1 through 27 if the date of final plat recording is prior to September 1, 2003 and replatting is not necessary;

(2) Schedule 1, Table B as designated for each particular Roadway Service Area, Roadway Service Areas A through M, if the date of final plat recording is on or after September 1, 2003 through and including November 9, 2008 and replatting is not necessary;

(3) Schedule 1, Table C as designated for each particular Roadway Service Area, Roadway Service Areas A through M, if the date of final plat recording is on or after November 10, 2008 through and including November 19, 2013 and replatting is not necessary.

(4) Schedule 1, Table D as designated for each Roadway Service Area, Roadway Service Areas A through M, if the date of final plat recording or replat recording is on or after November 20, 2013.

Schedule 1 is attached hereto and hereby incorporated into and made a part of this Article by reference.

(c) Impact fee Schedule 1, and/or its various Tables, may be amended from time to time by Ordinance.

(d) The maximum assessable impact fee per service unit (post-credit) set forth in Schedule 1 that is assessed to new development, as may be amended from time to time, is declared to be the roughly proportionate measure of the impact(s) generated by a new unit of development on the City's transportation system. To the extent that the impact fee per service unit collected is less than the maximum assessable impact fee per service unit, such difference is hereby declared to be founded on policies unrelated to the measurement of the actual impacts of the development on the City's transportation system. The maximum assessable impact fee per service unit may be used in evaluating any claim by an applicant, developer, or property owner that the dedication, construction, or contribution of a capital improvement imposed as a condition of development approval pursuant to the City's regulations is not roughly proportionate to the impact(s) of the new development on the City's transportation system."

Section 5. From and after the effective date of this Ordinance, Section 130-109 entitled "Assessment of Impact Fees" of the Code of Ordinances of the City of McKinney, Texas, be and the same is hereby amended and replaced in its entirety so that hereafter said Section 130-109 shall be and read as follows:

"Sec. 130-109. Assessment of Impact Fees

(a) Assessment of the impact fee per service unit for any new development shall be made as follows:

(1) For a new development for which a final plat was recorded prior to September 1, 2003 and for which no replatting is necessary pursuant to the City's subdivision regulations prior to development or for a new development for which no plat is necessary pursuant to the City's Zoning Ordinance because the property in question is a lot of record, assessment of impact fees shall occur at the time application is made for the building permit, and shall be the amount of the maximum assessable impact fee per service unit as set forth in Schedule 1, Table A, for the particular roadway service area in which the development is situated as reflected in Map A, attached hereto and incorporated herein by reference, multiplied by the number of Vehicle Miles (Per Development Unit) for each proposed development unit in each proposed land use category as set forth in Schedule 1, Table A.

(1) For a new development for which recordation of the final plat occurred on or after September 1, 2003 through and including November 9, 2008 and for which no replatting is necessary, assessment of impact fees shall be at the time of final plat recordation and shall not exceed the amount of the maximum assessable impact fee per service unit as set forth in Schedule 1, Table B for the particular roadway service area in

which the development is situated as reflected in Map B, attached hereto and incorporated herein by reference, multiplied by the number of Vehicle Miles (Per Development Unit) for each proposed development unit in each proposed land use category as set forth in Schedule 1, Table B.

(3) For a new development for which recordation of the final plat occurred on or after November 10, 2008 through and including November 19, 2013 and for which no replatting is necessary, assessment of impact fees shall be at the time of final plat recordation and shall not exceed the amount of the maximum assessable impact fee per service unit as set forth in Schedule 1, Table C for the particular roadway service area in which the development is situated as reflected in Map C, attached hereto and incorporated herein by reference, multiplied by the number of Vehicle Miles (Per Development Unit) for each proposed development unit in each proposed land use category as set forth in Schedule 1, Table C.

(4) For a new development for which recordation of the final plat occurred on or after November 20, 2013, assessment of impact fees shall be at the time of final plat recordation and shall not exceed the amount of the maximum assessable impact fee per service unit as set forth in Schedule 1, Table D for the particular roadway service area in which the development is situated as reflected in Map D, attached hereto and incorporated herein by reference, multiplied by the number of Vehicle Miles (Per Development Unit) for each proposed development unit in each proposed land use category as set forth in Schedule 1, Table D.

(5) For land on which new development occurs or is proposed to occur without platting, assessment of impact fees shall occur at the time application is made for the building permit, and shall not exceed the amount of the maximum assessable impact fee per service unit as set forth in Schedule 1, Table D for the particular roadway service area in which the development is situated as reflected in Map D multiplied by the number of Vehicle Miles (Per Development Unit) for each proposed development unit in each proposed land use category as set forth in Schedule 1, Table D.

(b) Following assessment of the impact fee pursuant to subsection (A), the amount of the impact fee assessed per service unit for that new development cannot be increased, unless the owner proposes to change the approved development by the submission of a new application for final plat approval or replat approval, in which case new assessment shall occur at the maximum assessable Schedule 1 rate then in effect.

(c) Following the vacating of any plat or submittal of any replat, a new assessment must be made in accordance with Section 130-109 (A)(4).

(d) Approval of an amending plat pursuant to Texas Local Government Code Section 212.016 and the Subdivision Ordinance Section 142-79 is not subject to reassessment of an Impact Fee hereunder provided that the use of the property remains the same."

Section 6. From and after the effective date of this Ordinance, Section 130-111 entitled "Offsets and Credits Against Impact Fees" of the Code of Ordinances of the City of McKinney, Texas, is hereby amended in part by adding a new subparagraph "g" to Paragraph (2) of Subsection (b) regarding offsets to impact fees so that hereafter said new subparagraph "g" of Subsection (b)(2) of Section 130-111 shall be and read as follows:

"g. a provision stating that in those instances where the City determines the unique characteristics of a roadway segment (such as drainage, topography, easements required, absence of roadway segments remaining in Service Area) and the projected cost to construct a section of roadway is not roughly proportionate to the dollar value of the vehicle mile credits which may be awarded for that roadway section, the City may consider, upon request of the Developer, awarding impact fee credits based upon the Developer's verified, actual costs of said roadway section."

Section 7. From and after the effective date of this Ordinance, Section 130-114 entitled "Refunds" of the Code of Ordinances of the City of McKinney, Texas, is hereby amended by deleting Subsection (d) in its entirety and re-lettering Subsections (e) and (f) as Subsections (d) and (e) respectively.

Section 8. From and after the effective date of this Ordinance, Section 130-144 entitled "Roadway Service Areas" of the Code of Ordinances of the City of McKinney, Texas, be and the same is hereby amended and replaced in its entirety so that hereafter said Section 130-144 shall be and read as follows:

"Sec. 130-144. Roadway Service Areas

A. There are hereby established thirteen (13) roadway service areas, as depicted in Exhibit 3.

B. The boundaries of the roadway service areas may be amended from time to time or new roadway service areas may be delineated."

Section 9. From and after the effective date of this Ordinance, Section 130-145 entitled "Roadway Improvements Plan" of the Code of Ordinances of the City of McKinney, Texas, be and the same is hereby amended and replaced in its entirety so that hereafter said Section 130-145 shall be and read as follows:

"Sec. 130-145. Roadway Improvements Plan

A. The Roadway Impact Fee RIP, depicted as Exhibit #2 on unmarked Page 15 of the 2012-2013 Roadway Impact Fee Update, dated November 2013, together with Tables 2(A) through 2(M) on pages 7 through 14 of the 2012-2013 Roadway Impact Fee Update, attached hereto and incorporated by reference herein as a part of

Exhibit 2 are hereby adopted as the Roadway Improvements Plan for the City of McKinney.

B. The Roadway Improvement Plan may be amended from time to time."

Section 10. From and after the effective date of this Ordinance, former Exhibit 1 that was attached to and adopted by Ordinance No. 2008-11-102 is hereby deleted in its entirety and replaced with a new Exhibit 1 that is attached hereto and incorporated herein by reference for all purposes allowed by law. Such Exhibit 1 is comprised of Resolution No. 2013-06-088 (R) together with the 2012-2013 Land Use Assumptions For Roadway Impact Fees that was approved by and incorporated into said Resolution. All references to "Exhibit 1" contained in this Ordinance and Article III of Chapter 130 of the Code of Ordinances, City of McKinney, Texas, are hereby declared to be references to Exhibit 1 of this Ordinance.

Section 11. From and after the effective date of this Ordinance, former Exhibit 2 that was attached to and adopted by Ordinance No. 2008-11-102 is deleted in its entirety and replaced with a new Exhibit 2 that is attached hereto and incorporated herein by reference for all purposes allowed by law. Such Exhibit 2 is comprised of Resolution No. 2013-11-186 (R) together with the 2012-2013 Roadway Impact Fee Update ("Roadway Improvements Plan") that was approved by and incorporated into said Resolution. All references to "Exhibit 2" contained in this Ordinance and Article III of Chapter 130 of the Code of Ordinances, City of McKinney, Texas, are hereby declared to be references to Exhibit 2 of this Ordinance.

Section 12. This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of McKinney, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any in such other ordinance or ordinances are hereby superseded.

Section 13. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

Section 14. All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of McKinney in the discharge of his duties, shall not thereby render himself personally liable; and he is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his said duties.

Section 15. Any violation of this ordinance can be enjoined by a suit filed in the name of the City of McKinney in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of McKinney.

Section 16. The caption of this Ordinance shall be published one time in a newspaper having general circulation in the City of McKinney, and this Ordinance shall become effective upon publication.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS ON THE 19th DAY OF NOVEMBER, 2013.

CITY OF McKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

CORRECTLY ENROLLED:

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

DATE: November 19, 2013

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

McKINNEY™
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2012-2013 Roadway Impact Fee Update



EXHIBIT 2

2012 - 2013
Roadway Impact Fee Update

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City of McKinney, TX

Prepared by:

Kimley-Horn
and Associates, Inc.

801 Cherry Street, Unit 11
Suite 950
Fort Worth, TX 76102
817.335.6511

STATE OF TEXAS
JEFFREY A. WHITACRE
102469
LICENSED
PROFESSIONAL ENGINEER
11-4-2013

November 2013

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EXHIBIT 2

Kimley-Horn and Associates, Inc.

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EXHIBIT 2

Kimley-Horn and Associates, Inc.

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EXHIBIT 2

I. EXECUTIVE SUMMARY

This study was performed to update the City of McKinney Roadway Impact Fees. Transportation system analysis is an important tool for facilitating orderly growth of the transportation system and for providing adequate facilities that promote economic development in the City of McKinney. The implementation of an impact fee is a way to shift a portion of the burden of paying for new facilities onto new development.

The City of McKinney is divided into thirteen (13) service areas for the purposes of the 2012-2013 Roadway Impact Fee Update. These service areas cover the entire ultimate boundary of the City of McKinney. Each service area is an individual study area. For each service area the funds collected must be spent on projects identified in the Impact Fee Roadway Improvements Program (RIP) for that specific service area.

Roadway improvements necessary to serve the 10-year (2012-2022) needs were evaluated. Typically, infrastructure improvements are sized beyond the 10-year requirements; however, Texas' impact fee law (Chapter 395) only allows recovery of costs to serve the 10-year planning period. For example, the projected recoverable cost to construct the infrastructure needed through 2022 by service area is:

SERVICE AREA	COST OF RIP AND FINANCING ATTRIBUTABLE TO GROWTH
A	$0
B	$3,933,230
C	$21,416,115
D	$34,641,533
E	$16,437,901
F	$0
G	$24,264,048
H	$15,356,417
I	$19,372,109
J	$14,496,888
K	$10,694,371
L	$856,753
M	$0

A portion of the remainder can be assessed as the planning window extends beyond 2022 and as the impact fees are updated in the future.

The impact fee law defines a service unit as follows: "Service Unit means a standardized measure of consumption attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years."

Therefore, the City of McKinney defines a *service unit* as the number of vehicle-miles of travel during the afternoon peak-hour. For each type of development the City of McKinney utilizes the Land Use/Vehicle-Mile Equivalency Table (LUVMET) to determine the number of service units.

EXHIBIT 2

Based on the City's 10-year growth projections and the associated demand (consumption) values for each service area are as follow in terms of vehicle-miles:

SERVICE AREA	TOTAL VEH-MI OF NEW DEMAND OVER TEN YEARS
A	0
B	2,192
C	15,134
D	20,187
E	7,870
F	0
G	38,168
H	38,438
I	25,470
J	16,849
K	9,056
L	677
M	0

Based on the additional service units and the recoverable capital improvements plans, the City may assess a maximum roadway impact fee per vehicle-mile (Recoverable Cost of RIP / Total Growth) of:

SERVICE AREA	2012-2013 MAX ASSESSABLE FEE PER SERVICE UNIT	2007-2008 MAX ASSESSABLE FEE PER SERVICE UNIT
A	$0	$0
B	$1,793	$1,558
C	$1,410	$1,534
D	$1,707	$1,389
E	$2,085	$1,673
F	$0	$0
G	$628	$684
H	$393	$489
I	$750	$641
J	$854	$719
K	$1,178	$1,153
L	$1,265	$1,281
M	$0	$0

EXHIBIT 2

II. INTRODUCTION

Chapter 395 of the Texas Local Government Code describes the procedure Texas cities must follow in order to create and implement impact fees. Senate Bill 243 (SB 243) amended Chapter 395 in September 2001 to define an Impact Fee as "a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of Roadway improvements or facility expansions necessitated by and attributable to the new development."

Chapter 395 mandates that impact fees be reviewed and updated at least every five (5) years. Accordingly, the City of McKinney has initiated a review of its Land Use Assumptions, Roadway Improvements Plan, and Impact Fees. The City has retained Kimley-Horn and Associates, Inc, to provide professional transportation engineering services for the update of their Roadway Impact Fees. This report includes the update of the impact fee calculation in accordance with Chapter 395 and the adopted revisions to the Land Use Assumptions and the Roadway Improvements Plan.

This report introduces and references two of the basic inputs to the Roadway Impact Fee: the **Land Use Assumptions** and the **Roadway Improvements Plan (RIP)**. Information from these two components is used extensively in the remainder of the report. This report consists of a detailed discussion of the methodology for the computation of impact fees. This discussion - **Methodology for Roadway Impact Fees** and **Impact Fee Calculation** addresses each of the components of the computation and modifications required for the update. The components include:

- Service Areas
- Service Units
- Cost Per Service Unit
- Cost of the RIP
- Service Unit Calculation
- Maximum Assessable Impact Fee Per Service Unit
- Service Unit Demand Per Unit of Development

The final section of the report is the **Conclusion**, which presents the findings of the update analysis and summarizes the report.

EXHIBIT 2

III. ROADWAY IMPACT FEE CALCULATION INPUTS

A. LAND USE ASSUMPTIONS

In order to assess an impact fee, Land Use Assumptions must be developed to provide the basis for population and employment growth projections within a political subdivision. As defined by Chapter 395 of the Texas Local Government Code, these assumptions include a description of changes in land uses, densities, and population in the service area. The Land Use Assumptions used in this report were developed by City of McKinney staff and are presented in a separate report titled *Land Use Assumptions Report 2012-2013 Impact Fee Update (Land Use Assumptions)*. These Land Use Assumptions were adopted by City Council on June 18, 2013 by the McKinney City Council.

The population and employment estimates and projections were all compiled in accordance with the following categories:

Units: Number of dwelling units, both single and multi-family.

Population: Number of people, based on person per dwelling unit factors.

Employment: Square feet of building area based on retail, service, and basic land uses. Each classification has unique trip making characteristics.

Retail: Land use activities which provide for the retail sale of goods that primarily serve households and whose location choice is oriented toward the household sector, such as grocery stores and restaurants.

Service: Land use activities which provide personal and professional services such as government and other professional administrative offices.

Basic: Land use activities that produce goods and services such as those that are exported outside of the local economy, such as manufacturing, construction, transportation, wholesale, trade, warehousing, and other industrial uses.

The geographic boundaries of the impact fee service areas for roadway facilities are shown in **Exhibit 1**. The City of McKinney is divided into thirteen (13) service areas, each based upon a six (6) mile limit as required in Chapter 395. The Land Use Assumptions for roadway facilities exclude areas outside the corporate limits of the city (as of January 1, 2013).

Table 1 summarizes the population and employment projections by service area within the City of McKinney for 2012 and 2022 from the previously referenced *Land Use Assumptions Report 2012-2013 Impact Fee Update.*

EXHIBIT 2

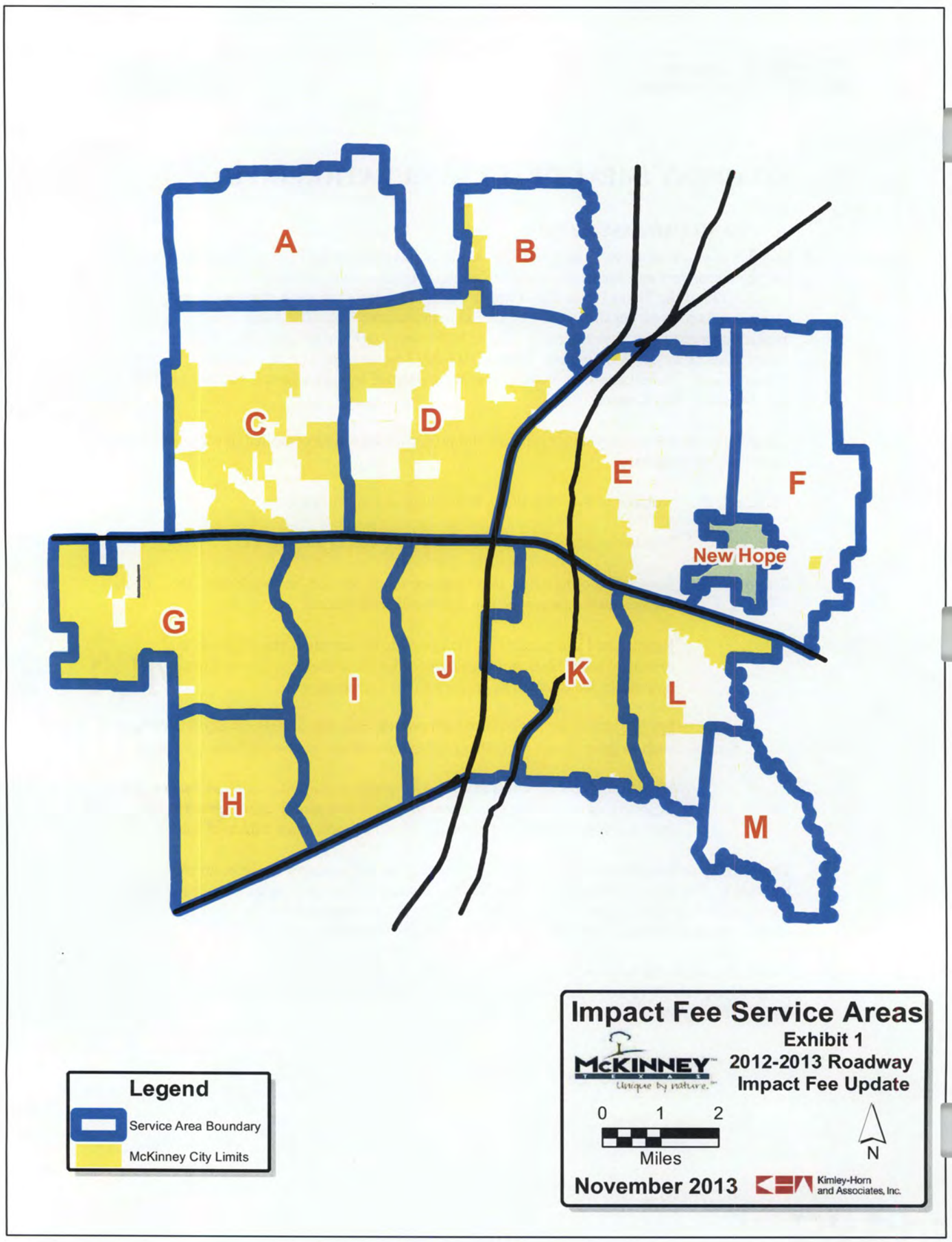

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Kimley-Horn and Associates, Inc.

EXHIBIT 2

Table 1. Population and Employment Projections for the City of McKinney

Service Area	Year	Population	Units	Employment (Square Feet)			
				Basic	Service	Retail	Total
A	2012	0	0	0	0	0	0
	2022	0	0	0	0	0	0
B	2012	0	0	0	0	0	0
	2022	7,919	2,740	0	0	0	0
C	2012	3,501	1,245	10,233	108,704	488,070	607,007
	2022	11,718	4,088	10,233	370,175	1,160,762	1,541,170
D	2012	9,584	2,776	66,490	1,775,143	719,239	2,560,872
	2022	14,784	4,575	66,490	2,167,354	1,550,859	3,784,703
E	2012	2,550	635	3,159,347	759,829	984,216	4,903,392
	2022	4,989	1,479	3,690,079	759,829	1,154,758	5,604,666
F	2012	0	0	0	0	0	0
	2022	43	15	0	0	0	0
G	2012	35,028	12,584	138,680	1,201,866	883,757	2,224,303
	2022	49,264	17,510	176,588	1,638,004	1,501,971	3,316,563
H	2012	13,294	5,222	293,832	803,818	1,218,376	2,316,026
	2022	23,701	8,823	331,742	2,729,929	2,254,358	5,316,029
I	2012	33,327	11,881	101,530	1,259,562	872,364	2,233,456
	2022	40,864	14,489	158,395	2,115,000	1,199,670	3,473,065
J	2012	21,291	8,816	1,453,785	2,040,859	3,000,259	6,494,903
	2022	25,016	10,105	1,586,469	2,499,998	3,600,064	7,686,531
K	2012	18,223	6,584	5,628,221	1,852,784	1,723,306	9,204,311
	2022	20,691	7,438	5,959,928	1,978,381	1,967,401	9,905,710
L	2012	15	13	601,136	1,515	11,353	614,004
	2022	15	13	800,160	1,515	11,353	813,028
M	2012	0	0	0	0	0	0
	2022	0	0	0	0	0	0

B. Roadway Improvements Plan

The City has identified the City-funded transportation projects needed to accommodate the projected growth within the City. The Roadway Improvements Plan (RIP) for Roadway Impact Fees is made up of:

- Recently completed projects with excess capacity available to serve new growth;
- Projects currently under construction; and
- All remaining projects needed to complete the City's Master Thoroughfare Plan.

EXHIBIT 2

The RIP includes arterial class roadway facilities, as well as intersection improvements. All of the arterial facilities are part of the currently adopted Master Thoroughfare Plan.

The RIP for Roadway Impact Fees that is proposed for the 2013 Impact Fee Update is listed in **Table 2** and mapped in **Exhibit 2 (see also back pocket).** The table shows the length of each project as well as the facility's Master Thoroughfare Plan classification. The RIP was developed in conjunction with input from City of McKinney staff and represents those projects that will be needed to accommodate the growth projected in the *Land Use Assumptions Report 2012-2013 Impact Fee Update.*

Table 2.A. Roadway Improvement Plan for Roadway Impact Fees – Service Area A

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
A	A-1, D-1	M6D	Future Arterial B (CCR 168) (2)	Existing CCR 168 to E. City Limits (Creek)	0.30	50%

Table 2.B. Roadway Improvement Plan for Roadway Impact Fees – Service Area B

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
B	B-1	M6D	Hardin Blvd. (1)	CCR 204 to CCR 206	0.07	50%
	B-2	M6D	Hardin Blvd. (2)	CCR 206 to 90 degree bend on CCR 227	0.33	50%
	B-3	M6D	Hardin Blvd. (3)	90 degree bend on CCR 227 to CCR 226	0.45	100%
	B-4	G4D	Fannin Rd. (CCR 228)	Future Hardin Blvd. to CCR 227	0.08	100%
	S-2		Signal Installation	Hardin Blvd. & Fannin Rd.		100%

EXHIBIT 2

Table 2.C. Roadway Improvement Plan for Roadway Impact Fees – Service Area C

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
C	C-1	M6D	Future Arterial B (CCR 168) (1)	Ridge Rd. to 1,510' W. of Ridge Rd.	0.29	50%
	C-2	P6D	FM 1461 (1)	145' E. of Existing Custer Rd. to Future Custer Rd.	0.13	50%
	C-3	P6D	FM 1461 (2)	Future Custer Rd. to 1,175' E. of Future Custer Rd.	0.22	100%
	C-4	P6D	FM 1461 (3)	1,175' E. of Future Custer Rd. to 2,015' E. of Future	0.16	50%
	C-5	P6D	FM 1461 (4)	2,195' W. of Ridge Rd. to 1,210 E. of Ridge Rd.	0.64	50%
	C-6	M6D	Bloomdale Rd. (1)	Custer Rd. to 1,250' E. of Custer Rd.	0.24	100%
	C-7	M6D	Bloomdale Rd. (2)	1,250' E. of Custer Rd. to 275' E. of CCR 124	0.41	50%
	C-8	M6D	Bloomdale Rd. (3)	275' E. of CCR 124 to 3,195' E. of Stonebridge Dr.	0.96	100%
	C-9	M6D	Bloomdale Rd. (4)	3,195' E. of Stonebridge Dr. to 645' W. of Ridge Rd.	0.30	50%
	C-10	M6D	Bloomdale Rd. (5)	645' W. of Ridge Rd. to Ridge Rd.	0.12	100%
	C-11	M6D (1/3)	Bloomdale Rd. (6)	1,895' E. of Ridge Rd. to Lake Forest Dr.	0.62	50%
	C-12	M6D	Wilmeth Rd. (1)	1,705' E. of Custer Rd. to CCR 124	0.78	100%
	C-13	M6D	Wilmeth Rd. (2)	2,710' W. of Ridge Rd. to 1,040' W. of Ridge Rd.	0.32	50%
	C-14	M6D	Wilmeth Rd. (3)	1,275' W. of Ridgeknoll to Ridgeknoll	0.24	50%
	C-15	M6D (1/3)	Wilmeth Rd. (4)	Ridgeknoll to 265' W. of Sunnyside Dr.	0.25	50%
	C-16	M6D (1/3)	Wilmeth Rd. (5)	265' W. of Sunnyside Dr. to Lake Forest Dr.	0.32	100%
	C-17	P6D	Custer Rd. (1)	1,295' N. of FM 1461 to FM 1461	0.25	50%
	C-18	P6D	Custer Rd. (2)	FM 1461 to 3,380' N of Bloomdale Rd.	0.39	100%
	C-19	P6D	Custer Rd. (3)	3,380' N of Bloomdale Rd. to Bloomdale Rd.	0.64	50%
	C-20	P6D	Custer Rd. (4)	Bloomdale Rd. to S. City Limits (Creek)	0.68	50%
	C-21	M6D	Stonebridge Dr.	2,160' S. of FM 1461 to US 380	2.49	100%
	C-22	M6D	Ridge Rd. (1)	CCR 168 to 1,505' S. of CCR 168	0.29	50%
	C-23	M6D	Ridge Rd. (2)	FM 1461 to Baxter Well	0.59	100%
	C-24	M6D	Ridge Rd. (3)	Baxter Well to 1,330' S. of Bloomdale Rd.	0.68	50%
	C-25	M6D	Ridge Rd. (4)	1,330' S. of Bloomdale Rd. to 2,135' S. of Bloomdale Rd.	0.15	50%
	C-26	M6D	Ridge Rd. (5)	Wilson Creek to US 380	0.16	100%
	C-27	M6D (2/3)	Lake Forest Dr. (2)	Bloomdale Rd. to Wilmeth Rd.	1.01	50%
	C-28, D-13	M6D (1/3)	Lake Forest Dr. (3)	Wilmeth Rd. to US 380	0.99	50%
	S-1		Signal Installation	Future Arterial (CCR 168) & Ridge Rd.		25%
	S-4		Signal Installation	Custer Rd. & FM 1461		75%
	S-5		Signal Installation	Ridge Rd. & FM 1461		50%
	S-6		Signal Installation	Custer Rd. & Bloomdale Rd.		25%
	S-7		Signal Installation	Stonebridge Dr. & Bloomdale Rd.		100%
	S-8		Signal Installation	Ridge Rd. & Bloomdale Rd.		50%
	S-9		Signal Installation	Lake Forest Dr. & Bloomdale Rd.		25%
	S-10		Signal Installation	Stonebridge Dr. & Wilmeth Rd.		75%
	S-11		Signal Installation	Lake Forest Dr. & Wilmeth Rd.		50%
	S-12		Signal Installation	Tremont Blvd. & US 380		50%
	S-13		Signal Installation	Forest Ridge Dr. & US 380		50%
	S-14		Signal Installation	Wilmeth Rd. & Ridge Knoll		50%

EXHIBIT 2

Table 2.D. Roadway Improvement Plan for Roadway Impact Fees – Service Area D

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
D	A-1, D-1	M6D	Future Arterial B (CCR 168) (2)	Existing CCR 168 to E. City Limits (Creek)	0.30	50%
	D-2	M6D	Future Arterial B (CCR 168) (3)	W. City Limits to CCR 229	0.43	100%
	D-3	P6D	Future Arterial C (1)	420' E. of Lake Forest Dr. to 3,715' E. of Lake Forest	0.62	50%
	D-4	P6D	Future Arterial C (2)	3,715' E. of Lake Forest Dr. to CCR 202	1.77	100%
	D-5	M6D	Bloomdale Rd. (7)	1,485' E. of CCR 1006 to 1,215 W. of CCR 1007	0.29	100%
	D-6	M6D	Bloomdale Rd. (8)	1,215 W. of CCR 1007 to CCR 1007	0.23	50%
	D-7	M6D	Bloomdale Rd. (9)	CCR 1007 to Community Ave.	0.86	100%
	D-8	M6D	Wilmeth Rd. (6)	Lake Forest Dr. to CCR 943 (Unnamed B)	0.91	50%
	D-9	M6D	Wilmeth Rd. (7)	CCR 943 (Unnamed B) to 2,260 W. of Hardin Blvd.	0.25	100%
	D-10	M6D	Wilmeth Rd. (8)	2,260 W. of Hardin Blvd. to Hardin Blvd.	0.43	50%
	D-11	M6D (1/3)	Wilmeth Rd. (9)	Hardin Blvd. to US 75 SBFR	1.16	100%
	D-12	M6D	Lake Forest Dr. (1)	820' S. of Geren Trl. to 510' S. of Baxter Well	0.51	50%
	C-28, D-13	M6D (1/3)	Lake Forest Dr. (3)	Wilmeth Rd. to US 380	0.99	50%
	D-14	M6D	Future Unnamed B (1)	Future Arterial C to 945' S. of Future Arterial C	0.18	100%
	D-15	M6D	Future Unnamed B (2) / CR 1006	945' S. of Future Arterial C to 2,305' S. of Future	0.26	50%
	D-16	M6D	Future Unnamed B (3) / CR 943	2,045' N. of Wilmeth Rd. to Wilmeth Rd.	0.39	50%
	D-17	M6D	Hardin Blvd. (4) / CCR 229	CCR 226 to FM 543	0.44	50%
	D-18	M6D	Hardin Blvd. (5)	2,960' N. of CCR 202 to CCR 201	1.38	100%
	D-19	M6D	Hardin Blvd. (6)	CCR 164 (Bloomdale Rd.) to Holly Ridge Way	0.57	100%
	D-20	M6D (2/3)	Hardin Blvd. (7)	Holly Ridge Way to 1,770' N. of Wilmeth Rd.	0.21	100%
	D-21	M6D (1/3)	Hardin Blvd. (8)	1,770' N. of Wilmeth Rd. to Wilmeth Rd.	0.34	50%
	D-22	M6D (1/3)	Hardin Blvd. (9)	Wilmeth Rd. to US 380	1.23	100%
	D-23	M4U	Community Ave. (1)	Hardin Blvd. to 1,915' E. of Hardin Blvd.	0.36	100%
	D-24	M4U	Community Ave. (2)	1,915' E. of Hardin Blvd. to N. City Limits/Creek	0.20	50%
	D-25	M4U	Community Ave. (3)	N. City Limits/Creek to 2,645' N. of Bloomdale Rd.	0.18	100%
	D-26	M4U (1/2)	Community Ave. (4)	2,645' N. of Bloomdale Rd. to 90' S. of James Pitts Dr.	0.61	100%
	D-27	M4U (1/2)	Community Ave. (5)	90' S. of James Potts Dr. to 230' S. of Brinlee Branch	0.33	100%
	D-28	P6D	Future Arterial C (3)	E. City Limits to W. City Limits	0.39	100%
	D-29	M6D	Future Unnamed C	N. City Limits to Future Arterial C (3)	0.20	100%
	S-3		Signal Installation	Hardin Blvd. & Future Arterial B		25%
	S-11		Signal Installation	Lake Forest Dr. & Wilmeth Rd.		25%
	S-15		Signal Installation	Unnamed B & Future Arterial C		100%
	S-16		Signal Installation	Hardin Blvd. & Future Arterial C		100%
	S-17		Signal Installation	Hardin Blvd. & Community Ave.		75%
	S-18		Signal Installation	Hardin Blvd. & Bloomdale Rd.		100%
	S-19		Signal Installation	Community Ave. & Bloomdale Rd.		100%
	S-20		Signal Installation	Unnamed B & Wilmeth Rd.		75%
	S-21		Signal Installation	Hardin Blvd. & Wilmeth Rd.		75%

EXHIBIT 2

Table 2.E. Roadway Improvement Plan for Roadway Impact Fees – Service Area E

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
E	E-1	M6D (1/3)	Bloomdale Rd. (10)	US 75 NBFR to 275' E. of Shawnee Dr.	0.48	100%
	E-2	M6D (2/3)	Bloomdale Rd. (11)	275' E. of Shawnee Dr. to FM 543	0.47	100%
	E-3	M6D	FM 543 (1)	Honey Creek to SH 5	0.49	100%
	E-4	M6D (1/3)	Wilmeth Rd. (10)	US 75 NBFR to Redbud Blvd.	0.26	100%
	E-5	D (1/3) OUTS	Wilmeth Rd. (11)	Redbud Blvd. to 1,340 E. of Redbud Blvd.	0.25	100%
	E-6	M6D (1/3)	Wilmeth Rd. (12)	1,340 E. of Redbud Blvd. to 2,005 E. of Redbud Blvd.	0.13	100%
	E-7	M6D (2/3)	Wilmeth Rd. (13)	2,005 E. of Redbud Blvd.to SH 5	0.52	100%
	E-8	M6D	Wilmeth Rd. (14)	SH 5 to McIntyre Rd. (CCR 274)	0.39	100%
	E-9	M6D	Wilmeth Rd. (15)	1,610' E. of SH 5 to RR tracks	0.26	100%
	E-10	M6D	Wilmeth Rd. (16)	RR tracks to 1,230' E. of the RR tracks (E. City Limits)	0.23	50%
	E-11	M6D	Wilmeth Rd. (17)/ CCR 331	265' E. of CCR 335 to FM 2933	0.28	50%
	E-12	M4D	Redbud Blvd. (1)	Bloomdale Rd. to 1,075' N. of Wilmeth Rd.	0.63	100%
	E-13	M4D (1/2)	Redbud Blvd. (2)	1,075' N. of Wilmeth Rd. to Wilmeth Rd.	0.20	100%
	E-14	M6D	Airport Dr. (1)	SH 5 to RR tracks (E. City Limits)	0.94	100%
	E-15	M6D	Airport Dr. (2)	McIntyre Rd. (Future Wilmeth Rd.) to US 380	1.58	100%
	E-16	M6D	FM 2933	CCR 331 to CCR 335	0.49	50%
	S-22		Signal Installation	Redbud Blvd. & Bloomdale Rd.		100%
	S-23		Signal Installation	Redbud Blvd. & Wilmeth Rd.		100%
	S-24		Signal Installation	Airport Dr. & Wilmeth Rd.		75%
	S-25		Signal Installation	FM 543 & Bloomdale Rd.		100%
	S-26		Signal Installation	FM 2933 & Wilmeth Rd.		50%

Table 2.F. Roadway Improvement Plan for Roadway Impact Fees – Service Area F

No Impact Fee Eligible Roadway Projects

EXHIBIT 2

Table 2.G. Roadway Improvement Plan for Roadway Impact Fees – Service Area G

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
G	G-1	M6D	Virginia Pkwy. (1)	Coit Rd. to 500' W. of Independence Pkwy.	0.90	100%
	G-2	M6D	Virginia Pkwy. (2)	500' W. of Independence Pkwy. to Independence Pkwy.	0.09	50%
	G-3	M6D	Virginia Pkwy. (3)	Independence Pkwy. to 325' E. of Forkhorn Dr.	0.19	50%
	G-4	M6D (1/3)	Virginia Pkwy. (4)	325' E. of Forkhorn Dr. to 935' W. of Virginia Hills	0.28	50%
	G-5	M6D (1/3)	Virginia Pkwy. (5)	935' W. of Virginia Hills to Custer Rd.	0.50	100%
	G-6	M6D (1/3)	Virginia Pkwy. (6)	Custer Dr. to 410' E. of Danbury Dr.	0.52	100%
	G-7	M6D (1/6)	Virginia Pkwy. (7)	410' E. of Danbury Dr. to Virginia Parklands Blvd.	0.36	100%
	G-8	M6D	Westridge Blvd. (1)	Coit Rd. to 1,650' E. of Coit Rd.	0.31	50%
	G-9	M6D (1/3)	Westridge Blvd. (2)	1,650' E. of Coit Rd. to Indepence Pkwy.	0.70	100%
	G-10	M6D (1/3)	Westridge Blvd. (3)	Independence Pkwy. to Memory Ln.	0.51	100%
	G-11	M6D (1/3)	Westridge Blvd. (4)	Memory Ln. to Custer Rd.	0.50	50%
	G-12	M6D (1/3)	Coit Rd. (1)	US 380 to 2,780' S. of US 380	0.53	50%
	G-13	M6D	Coit Rd. (2)	2,685 N. of Virginia to 2,610 S. of Virginia	1.00	50%
	G-14	M6D (1/3)	Coit Rd. (3)	Westridge Rd. to 270' S. of Calgary Dr.	0.50	50%
	G-15	M6D	Independence Pkwy. (1)	3,110' N. of Virginia Pkwy. to 2,630' N. of Virginia Pkwy.	0.09	50%
	G-16	M6D	Independence Pkwy. (2)	2,630' N. of Virginia Pkwy. to 1,365' N. of Virginia Pkwy.	0.24	100%
	G-17	M6D	Independence Pkwy. (3)	1,365' N. of Virginia Pkwy. to Virginia Pkwy.	0.26	50%
	G-18	M6D (1/3)	Independence Pkwy. (4)	Virginia Pkwy. to George Washington Dr. (S. City Limits)	1.49	100%
	G-19	P6D	Custer Rd. (5)	US 380 to Westridge Rd.	2.01	100%
	G-20	P6D	Custer Rd. (6)	Westridge Rd. to 1,110' S. of Cotton Ridge Rd. S	0.51	50%
	G-21	P6D	Custer Rd. (7)	705' N. of Fountainview Dr. to Eldorado Pkwy.	0.38	50%
	G-22, I-8	G4D	Ridge Rd. (6)	US 380 to Creekside Dr.	1.30	50%
	S-12		Signal Installation	Tremont Blvd. & US 380		50%
	S-13		Signal Installation	Forest Ridge Dr. & US 380		50%
	S-27		Signal Installation	Custer Rd. & Bristol Dr.		100%
	S-28		Signal Installation	Stonebridge Dr. & LaCima Dr.		100%
	S-29		Signal Installation	Coit Rd. & Virginia Pkwy.		50%
	S-30		Signal Installation	Independence Pkwy. & Virginia Pkwy.		50%
	S-31		Signal Installation	Custer Rd. & Cotton Ridge Rd. North		100%
	S-32		Signal Installation	Coit Rd. & Westridge Rd.		25%
	S-33		Signal Installation	Independence Pkwy. & Westridge Rd.		100%
	S-34		Signal Installation	Glen Oaks Dr. & Stonebridge Dr.		100%
	S-35		Signal Installation	Ridge Rd. & Glen Oaks Dr.		50%
	S-36		Signal Installation	Custer Rd. & Cotton Ridge Rd. South		50%
	S-37		Signal Installation	Stonebridge Dr. & Alma Dr.		100%
	S-38		Signal Installation	Ridge Rd. & Rush Creek Rd.		50%
	S-39		Signal Installation	Ridge Rd. & Berkshire Rd.		50%

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Table 2.H. Roadway Improvement Plan for Roadway Impact Fees – Service Area H

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
H	H-1	M4D	Silverado Trl. (1)	Custer Rd. to 100' W. of Amon Carter Dr.	0.40	100%
	H-2	M4D	Silverado Trl. (2)	Alma Rd. to Alfalfa Dr.	0.22	100%
	H-3	M4D	Silverado Trl. (3)	Alfalfa Dr. to 145' W. of Ironstone Ln.	0.28	100%
	H-4	P6D (1/3)	Stacy Rd. (1)	Custer Rd. to Ridge Rd.	2.03	100%
	H-5, I-11	P6D (1/3)	Stacy Rd. (2)	Ridge Rd. to SH 121 (S. City Limits)	0.82	50%
	H-6	M6D (1/3)	McKinney Ranch Pkwy. (1)	Stacy Rd. to Ridge Rd.	0.77	100%
	H-7	G4D	Collin McKinney Pkwy. (1)	Weiskopf Ave. to Alma (Couplet)	0.79	100%
	H-8	M6D	Craig Ranch Pkwy.	Collin McKinney Pkwy. To SH 121	0.65	100%
	H-9	G4D	Alma Rd. (1)	Eldorado to 805' S. of Beaver Ck.	0.66	100%
	H-10	G4D	Alma Rd. (2)	805' S. of Beaver Ck. to Silverado Trl.	0.38	100%
	H-11	M6D (1/3)	Alma Rd. (3)	Silverado Trl. to Stacy Rd.	0.49	100%
	H-12	M6D	Alma Rd. (4)	Stacy Rd. to SH 121	1.41	100%
	H-13, I-9	G4D	Ridge Rd. (7)	Eldorado Pkwy. to McKinney Ranch Pkwy.	1.08	50%
	H-14, I-10	M6D (1/3)	Ridge Rd. (8)	McKinney Ranch Pkwy. to Stacy Rd.	0.69	50%
	H-15	P6D	Custer Rd. (8)	Eldorado Pkwy. To Stonebridge Dr.	0.39	50%
	S-40		Signal Installation	Custer Rd. & Silverado Trl.		50%
	S-41		Signal Installation	Alma Rd. & Silverado Trl.		100%
	S-42		Signal Installation	McKinney Ranch Pkwy. & Silverado Trl.		100%
	S-43		Signal Installation	McKinney Ranch Pkwy. & Stacy Rd.		100%
	S-44		Signal Installation	Custer Rd. & Paradise Dr.		50%
	S-45		Signal Installation	Collin McKinney Pkwy. & Exchange Blvd.		100%
	S-46		Signal Installation	Collin McKinney Pkwy. & Stacy Rd.		50%
	S-47		Signal Installation	Alma Rd. & Hennemen Way		100%

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Table 2.I. Roadway Improvement Plan for Roadway Impact Fees – Service Area I

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
I	I-1	M6D (1/3)	Virginia Pkwy. (8)	1,035' E. of Ridge Rd. to 1,355' W. of Hardin Blvd.	1.44	100%
	I-2	G4D	Eldorado Pkwy. (1)	Ridge Rd. to 850' E. of Ridge Rd.	0.16	100%
	I-3	M6D (1/3)	McKinney Ranch Pkwy. (2)	Ridge Rd. to Hardin Blvd.	1.80	100%
	I-4	G4D	Collin McKinney Pkwy. (2)	Stacy Rd. to Village Park	0.54	100%
	I-5	G4D	Collin McKinney Pkwy. (3)	Lake Forest Dr. to Cottonwood Creek	0.31	100%
	I-6	G4D (1/2)	Collin McKinney Pkwy. (4)	Cottonwood Creek to 1,110' E. of Tina	0.55	100%
	I-7	G4D	Collin McKinney Pkwy. (5)	1,110' E. of Tina to Hardin Blvd.	0.19	100%
	G-22, I-8	G4D	Ridge Rd. (6)	US 380 to Creekside Dr.	1.30	50%
	H-13, I-9	G4D	Ridge Rd. (7)	Eldorado Pkwy. to McKinney Ranch Pkwy.	1.08	50%
	H-14, I-10	M6D (1/3)	Ridge Rd. (8)	McKinney Ranch Pkwy. to Stacy Rd.	0.69	50%
	H-5, I-11	P6D (1/3)	Stacy Rd. (2)	Ridge Rd. to SH 121 (S. City Limits)	0.82	50%
	I-12	M6D (1/3)	Lake Forest Dr. (4)	McKinney Ranch Pkwy. to SH 121	1.02	100%
	I-13, J-7	G4D	Hardin Blvd. (10)	US 380 to Virginia Pkwy.	1.58	50%
	I-14, J-8	M6D (1/3)	Hardin Blvd. (11)	McKinney Ranch Pkwy. to SH 121	0.57	50%
	S-35		Signal Installation	Ridge Rd. & Glen Oaks Dr.		50%
	S-46		Signal Installation	Collin McKinney Pkwy. & Stacy Rd.		50%
	S-48		Signal Installation	Virginia Pkwy. & Joplin Dr.		100%
	S-49		Signal Installation	Virginia Pkwy. & Crutcher Crossing		100%
	S-50		Signal Installation	Virginia Pkwy. & Village Dr.		100%
	S-51		Signal Installation	Virginia Pkwy. & Mallard Lakes Dr.		100%
	S-52		Signal Installation	Lake Forest Dr. & Glen Oaks Dr.		100%
	S-53		Signal Installation	Hardin Blvd. & Maverick Trl.		50%
	S-54		Signal Installation	Eldorado Pkwy. & Woodson Dr.		100%
	S-55		Signal Installation	Eldorado Pkwy. & Highlands Dr.		100%
	S-56		Signal Installation	Lake Forest Dr. & Collin McKinney Pkwy.		100%
	S-57		Signal Installation	Hardin Blvd. & Collin Mckinney Pkwy.		50%

Table 2.J. Roadway Improvement Plan for Roadway Impact Fees – Service Area J

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
J	J-1	M4D	White Ave. (1)	Hardin Blvd. to Bois D'Arc	0.17	100%
	J-2	M4D	White Ave. (2)	Bois D'Arc to Community Ave.	0.93	100%
	J-3	M6D (1/3)	McKinney Ranch Pkwy. (3)	Hardin Blvd. to 515' E. of Hardin Blvd.	0.10	100%
	J-4	M6D	McKinney Ranch Pkwy. (4)	515' E. of Hardin Blvd. to US 75 SBFR	0.82	100%
	J-5	G4D	Collin McKinney Pkwy. (6)	Hardin Blvd. to McKinney Ranch Pkwy.	0.73	100%
	J-6	M4U	Collin McKinney Pkwy. (7)	720' W. of Test Dr. to Craig Dr.	0.58	100%
	I-13, J-7	G4D	Hardin Blvd. (10)	US 380 to Virginia Pkwy.	1.58	50%
	I-14, J-8	M6D (1/3)	Hardin Blvd. (11)	McKinney Ranch Pkwy. to SH 121	0.57	50%
	J-9	M4U	Community Ave. (6)	US 380 to 2,120' S. of US 380	0.40	100%
	S-53		Signal Installation	Hardin Blvd. & Maverick Trl.		50%
	S-57		Signal Installation	Hardin Blvd. & Collin Mckinney Pkwy.		50%
	S-58		Signal Installation	White Ave. & Jordan Rd.		100%
	S-59		Signal Installation	Virginia St. & Redbud Blvd.		50%
	S-60		Signal Installation	Collin McKinney Pkwy. & McKinney Ranch Pkwy.		100%
	S-61		Signal Installation	Collin McKinney Pkwy. & Craig Dr.		100%
	S-62		Signal Installation	SH 5 & Old Mill Rd.		25%
	S-63		Signal Installation	McDonald St. & Stewart Rd.		50%
	S-64		Signal Installation	SH 5 & Enterprise Dr.		50%

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Table 2.K. Roadway Improvement Plan for Roadway Impact Fees – Service Area K

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
K	K-1	P6D	FM 546 (1)	SH 5 to Existing FM 546	1.64	100%
	K-2, L-1	M6D (1/3)	Airport Dr. (3)	US 380 to 355' S. of US 380	0.07	50%
	K-3, L-2	M6D (1/3)	Airport Dr. (4)	355' S. of US 380 to 385' N. of Industrial Blvd.	1.74	50%
	K-4, L-3	M6D (1/3)	Airport Dr. (5) / Country Ln.	385' N. of Industrial Blvd. to FM 546	0.50	50%
	K-5	M6D (1/3)	Airport Dr. (6) / Country Ln.	FM 546 to 2,110' N. of CCR 326	0.30	100%
	K-6	M6D	Airport Dr. (7)	2,110' N. of CCR 326 to Old Mill Rd.	0.10	100%
	S-59		Signal Installation	Redbud Blvd. & Virginia St.		50%
	S-62		Signal Installation	SH 5 & Old Mill Rd.		75%
	S-63		Signal Installation	McDonald St. & Stewart Rd.		50%
	S-64		Signal Installation	SH 5 & Enterprise Dr.		50%
	S-65		Signal Installation	McDonald St. & Smith St.		100%
	S-66		Signal Installation	Wilson Creek Pkwy. & College St.		100%
	S-67		Signal Installation	Airport Dr. & Wilson Creek Pkwy.		50%
	S-68		Signal Installation	Eldorado Blvd. & College St.		100%
	S-69		Signal Installation	Airport Dr. & FM 546		100%

Table 2.L. Roadway Improvement Plan for Roadway Impact Fees – Service Area L

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
L	K-2, L-1	M6D (1/3)	Airport Dr. (3)	US 380 to 355' S. of US 380	0.07	50%
	K-3, L-2	M6D (1/3)	Airport Dr. (4)	355' S. of US 380 to 385' N. of Industrial Blvd.	1.74	50%
	K-4, L-3	M6D (1/3)	Airport Dr. (5) / Country Ln.	385' N. of Industrial Blvd. to FM 546	0.50	50%
	L-4	P6D	FM 546 (2)	Existing FM 546 to E. City Limits	1.16	100%
	L-5	M6D	Unnamed D (1)	US 380 to Trinity River (S. City Limits)	0.44	100%
	L-6	M6D	Unnamed D (2)	CR 722 to FM 546	0.74	100%
	L-7	M6D (1/3)	Industrial Blvd. (2)	Airport Dr. to 605' E. of Airport Dr.	0.11	100%
	S-67		Signal Installation	Airport Dr. & Wilson Creek Pkwy.		50%

Table 2.M. Roadway Improvement Plan for Roadway Impact Fees – Service Area M

No Impact Fee Eligible Roadway Projects

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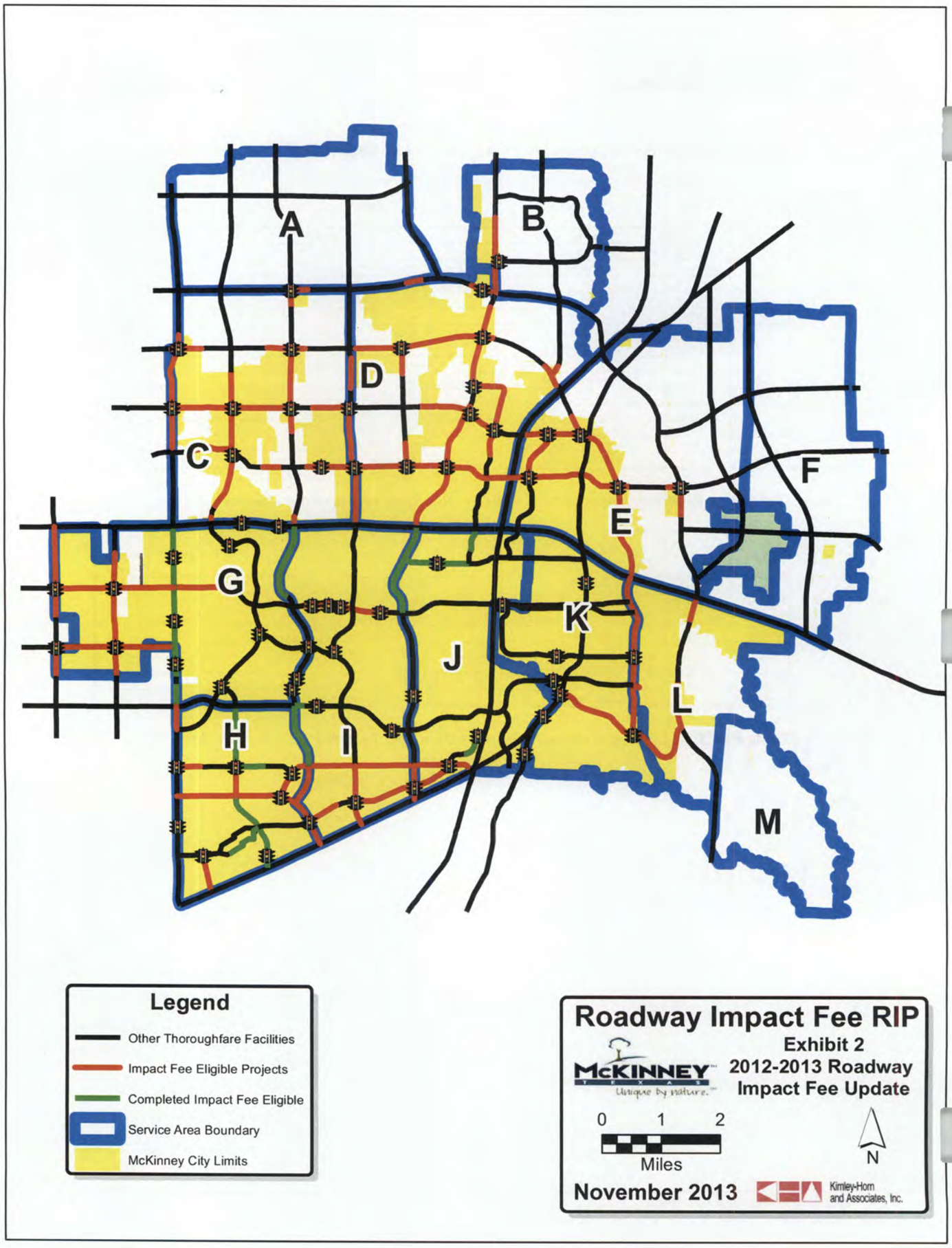

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Legend
Other Thoroughfare Facilities
Impact Fee Eligible Projects
Completed Impact Fee Eligible
Service Area Boundary
McKinney City Limits
Roadway Impact Fee RIP
Exhibit 2
2012-2013 Roadway
Impact Fee Update
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IV. METHODOLOGY FOR ROADWAY IMPACT FEES

A. SERVICE AREAS

The thirteen (13) service areas used in the 2013 Roadway Impact Fee Update are shown in the previously referenced **Exhibit 1**. These service areas cover the entire corporate boundary of the City of McKinney. Chapter 395 of the Texas Local Government Code specifies that "the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six (6) miles." The service areas used in the 2013 Roadway Impact Fee Update are approximately the same as in the previous impact fee update (adopted in 2008) with some minor modifications to accommodate recent annexations and the realignment of roadways that were formerly used as boundaries.

B. SERVICE UNITS

The "service unit" is a measure of consumption or use of the roadway facilities by new development. In other words, it is the measure of supply and demand for roads in the City. For transportation purposes, the service unit is defined as a vehicle-mile. On the supply side, this is a lane-mile of an arterial street. On the demand side, this is a vehicle-trip of one-mile in length. The application of this unit as an estimate of either supply or demand is based on travel during the afternoon peak hour of traffic. This time period is commonly used as the basis for transportation planning and the estimation of trips created by new development.

Another aspect of the service unit is the service volume that is provided (supplied) by a lane-mile of roadway facility. This number, also referred to as capacity, is a function of the facility type, facility configuration, number of lanes, and level of service.

The hourly service volumes used in the Roadway Impact Fee Update are based upon Thoroughfare Capacity Criteria published by the North Central Texas Council of Governments (NCTCOG). **Table 3A** and **3B** shows the service volumes as a function of the facility type.

Table 3A. Level of Use for Proposed Facilities (used in Appendix B – RIP Units of Supply)

Roadway Type (MTP Classifications)	Median Configuration	Hourly Vehicle-Mile Capacity per Lane-Mile of Roadway Facility
M4U – Minor Arterial	Undivided	525
M5U – Minor Arterial	TWLTL	625
M4D – Minor Arterial	Divided	700
G4D – Greenway Arterial	Divided	700
M6D – Major Arterial	Divided	700
P6D – Principal Arterial	Divided	780

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Table 3B. Level of Use for Existing Facilities
(used in Appendix C – Existing Facilities Inventory)

Roadway Type	Description	Hourly Vehicle-Mile Capacity per Lane-Mile of Roadway Facility
2U-R	Rural Cross-Section (i.e. gravel, dirt, etc.)	150
2U	Two lane undivided	475
2D	Two lane divided	525
3U	Three lane undivided (TWLTL)	525
4U	Four lane undivided (TWLTL)	525
4D	Four lane divided	700
5U	Five lane undivided (TWLTL)	625
6D	Six lane divided	700
7U	Seven lane undivided (TWLTL)	700
RA2U	Regional Arterial – Two lane undivided (TWLTL)	700
RA4D	Regional Arterial – Four lane divided	800
RA5U	Regional Arterial – Five lane undivided (TWLTL)	800
RA6D	Regional Arterial – Six lane divided	850

C. Cost Per Service Unit

A fundamental step in the impact fee process is to establish the cost for each service unit. In the case of the roadway impact fee, this is the cost for each vehicle-mile of travel. This cost per service unit is the cost to construct a roadway (lane-mile) needed to accommodate a vehicle-mile of travel at a level of service corresponding to the City's standards. The cost per service unit is calculated for each service area based on a specific list of projects within that service area.

The second component of the cost per service unit is the number of service units in each service area. This number is the measure of the growth in transportation demand that is projected to occur in the ten-year period. Chapter 395 requires that Impact Fees be assessed only to pay for growth projected to occur within the next ten-years, a concept that will be covered in a later section of this report (**see Section IV.E.**). As noted earlier, the units of demand are vehicle-miles of travel.

D. Cost of the RIP

The costs that may be included in the cost per service unit are all of the implementation costs for the Impact Fee Update, as well as project costs for arterial system elements within the Roadway Improvements Plan. Chapter 395 of the Texas Local Government Code specifies that the allowable costs are "…including and limited to the:

1. Construction contract price;
2. Surveying and engineering fees;

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3. Land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees; and
4. Fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the Roadway improvements plan who is not an employee of the political subdivision."

The engineer's opinion of the probable costs of the projects in the RIP is based, in part, on the calculation of a unit cost of construction. This means that a cost per linear foot of roadway is calculated based on an average price for the various components of roadway construction. This allows the probable cost to be determined by the type of facility being constructed, the number of lanes, and the length of the project. The costs for location-specific items such as bridges, traffic signals, highway ramps, drainage structures, and any other special components are added to each project as appropriate. In addition, based upon discussions with City of McKinney staff, State, Collin County, and developer driven projects in which the City has contributed a portion of the total project cost have been included in the RIP as lump sum costs. For future projects on the state highway system, a separate costing methodology was utilized that incorporated design criteria and unit prices unique to state highway projects. Based on discussions with City of McKinney staff, it was determined that on average, 50% of TxDOT projects would be funded by the City.

A typical roadway project consists of a number of costs; including construction, design engineering, survey, and right-of way acquisition. While the construction cost component may actually consists of approximately 100 various pays, a simplified approach was used for developing the conceptual level project costs. Each new project's construction cost was divided into two cost components: roadway construction cost and major construction component allowances. The roadway construction components consist of the following pay items: (1) unclassified street excavation, (2) lime stabilization, (3) concrete pavement, (4) topsoil, (5) curb and gutter, and (6) allotment for turn lanes and median openings. A seventh pay item (HMAC Underlayment) is allotted for TxDOT projects in the Metroplex. The unit price for these pay items are based on recently completed construction projects.

Based on the above paving construction cost subtotal, a percentage of this total is calculated to allot for major construction component allowances. These allowances include preparation of right-of-way, traffic control, pavement markings/markers, roadway drainage, special drainage structures, incidental water and sewer relocations, turf / erosion control, and illumination. These allowance percentages are also based on historical data. The paving and allowance subtotal is given a five percent (5%) allotment for mobilization and a fifteen percent (15%) contingency to determine the construction cost total. To determine the total Impact Fee Project Cost, a percentage of the construction cost total is added for engineering, surveying, testing, mobilization, and right-of-way/easement acquisition. While the percentage is fixed for a majority of these allowances, the percentage of right-of-way acquisition costs vary between 20% for existing roadway alignments and 35% for new roadway alignments. Based on a compilation of recently completed projects, 35% is a reasonable value for new roadway alignments, while 20% is appropriate for roadway widenings where a portion of the ROW is already in place.

The construction costs are variable based on the proposed Master Thoroughfare Plan classification of the roadway. Additional classifications are utilized in cases where a portion of the facility currently exists. The following indications are used for these projects: (1/2) for facilities where half the facility still needs to be constructed; (2/3) for future six-lane divided facilities where two lanes currently exist; (1/3) for future six-lane divided facilities where only the

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two-lanes within the median are needed; (1/6) for future six-lane divided facilities where only one lane within the median is needed; and $(1/3)^{Outside}$ for future six-lane divided facilities where the outside two lanes are needed.

Table 4 is the RIP project list for each service area with conceptual level project cost projections. Detailed cost projections and methodology used for each individual project can be seen in **Appendix A,** Conceptual Level Project Cost Projections. It should be noted that these tables reflect only conceptual-level opinions or assumptions regarding the portions of future project costs that are potentially recoverable through impact fees. Actual costs of construction are likely to change with time and are dependent on market and economic conditions that cannot be precisely predicted at this time.

This RIP establishes the list of projects for which Impact Fees may be utilized. Essentially, it establishes a list of projects for which an impact fee funding program can be established. This is different from a City's construction CIP, which provides a broad list of projects for which the City is committed to building. The cost projections utilized in this study should not be utilized for the City's building program or construction CIP.

Table 4.A – 10-Year Roadway Improvements Plan for Roadway Impact Fees with Conceptual Level Project Cost Projections – Service Area A

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
A	A-1, D-1	M6D	Future Arterial B (CCR 168) (2	Existing CCR 168 to E. City Limits (Creek)	0.30	50%	$ 2,983,750	$ 1,491,875
							Service Area Project Cost Subtotal	**$ 1,491,875**
							Roadway Impact Fee Update Cost (Per Service Area)	**$ 9,615**
							Total Cost in SERVICE AREA A	**$ 1,501,490**

Table 4.B – 10-Year Roadway Improvements Plan for Roadway Impact Fees with Conceptual Level Project Cost Projections – Service Area B

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
B	B-1	M6D	Hardin Blvd. (1)	CCR 204 to CCR 206	0.07	50%	$ 449,400	$ 224,700
	B-2	M6D	Hardin Blvd. (2)	CCR 206 to 90 degree bend on CCR 227	0.33	50%	$ 2,097,200	$ 1,048,600
	B-3	M6D	Hardin Blvd. (3)	90 degree bend on CCR 227 to CCR 226	0.45	100%	$ 3,031,800	$ 3,031,800
	B-4	G4D	Fannin Rd. (CCR 228)	Future Hardin Blvd. to CCR 227	0.08	100%	$ 443,300	$ 443,300
	S-2		Signal Installation	Hardin Blvd. & Fannin Rd.		100%	$ 200,000	$ 200,000
							Service Area Project Cost Subtotal	**$ 4,948,400**
							Roadway Impact Fee Update Cost (Per Service Area)	**$ 9,615**
							Total Cost in SERVICE AREA B	**$ 4,958,015**

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Table 4.C – 10-Year Roadway Improvements Plan for Roadway Impact Fees with Conceptual Level Project Cost Projections – Service Area C

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
C	C-1	M6D	Future Arterial B (CCR 168) (1	Ridge Rd. to 1,510' W. of Ridge Rd.	0.29	50%	$ 1,804,600	$ 902,300
	C-2	P6D	FM 1461 (1)	145' E. of Existing Custer Rd. to Future Custer Rd.	0.13	50%	$ 562,100	$ 281,050
	C-3	P6D	FM 1461 (2)	Future Custer Rd. to 1,175' E. of Future Custer Rd.	0.22	100%	$ 943,600	$ 943,600
	C-4	P6D	FM 1461 (3)	75' E. of Future Custer Rd. to 2,015' E. of Future Custer	0.16	50%	$ 674,800	$ 337,400
	C-5	P6D	FM 1461 (4)	2,195' W. of Ridge Rd. to 1,210 E. of Ridge Rd.	0.64	50%	$ 2,733,500	$ 1,366,750
	C-6	M6D	Bloomdale Rd. (1)	Custer Rd. to 1,250' E. of Custer Rd.	0.24	100%	$ 1,493,800	$ 1,493,800
	C-7	M6D	Bloomdale Rd. (2)	1,250' E. of Custer Rd. to 275' E. of CCR 124	0.41	50%	$ 2,563,400	$ 1,281,700
	C-8	M6D	Bloomdale Rd. (3)	275' E. of CCR 124 to 3,195' E. of Stonebridge Dr.	0.96	100%	$ 2,303,000	$ 2,303,000
	C-9	M6D	Bloomdale Rd. (4)	3,195' E. of Stonebridge Dr. to 645' W. of Ridge Rd.	0.30	50%	$ 957,600	$ 478,800
	C-10	M6D	Bloomdale Rd. (5)	645' W. of Ridge Rd. to Ridge Rd.	0.12	100%	$ 957,600	$ 957,600
	C-11	M6D (1/3)	Bloomdale Rd. (6)	1,895' E. of Ridge Rd. to Lake Forest Dr.	0.62	50%	$ 1,859,200	$ 929,600
	C-12	M6D	Wilmeth Rd. (1)	1,705' E. of Custer Rd. to CCR 124	0.78	100%	$ 5,426,550	$ 5,426,550
	C-13	M6D	Wilmeth Rd. (2)	2,710' W. of Ridge Rd. to 1,040' W. of Ridge Rd.	0.32	50%	$ 2,398,200	$ 1,199,100
	C-14	M6D	Wilmeth Rd. (3)	1,275' W. of Ridgeknoll to Ridgeknoll	0.24	50%	$ 1,524,600	$ 762,300
	C-15	M6D (1/3)	Wilmeth Rd. (4)	Ridgeknoll to 265' W. of Sunnyside Dr.	0.25	50%	$ 490,398	$ 245,199
	C-16	M6D (1/3)	Wilmeth Rd. (5)	265' W. of Sunnyside Dr. to Lake Forest Dr.	0.32	100%	$ 906,960	$ 906,960
	C-17	P6D	Custer Rd. (1)	1,295' N. of FM 1461 to FM 1461	0.25	50%	$ 1,040,200	$ 520,100
	C-18	P6D	Custer Rd. (2)	FM 1461 to 3,380' N of Bloomdale Rd.	0.39	100%	$ 1,739,100	$ 1,739,100
	C-19	P6D	Custer Rd. (3)	3,380' N of Bloomdale Rd. to Bloomdale Rd.	0.64	50%	$ 2,713,900	$ 1,356,950
	C-20	P6D	Custer Rd. (4)	Bloomdale Rd. to S. City Limits (Creek)	0.68	50%	$ 2,898,000	$ 1,449,000
	C-21	M6D	Stonebridge Dr..	2,160' S. of FM 1461 to US 380	2.49	100%	$ 20,382,500	$ 20,382,500
	C-22	M6D	Ridge Rd. (1)	CCR 168 to 1,505' S. of CCR 168	0.29	50%	$ 1,799,000	$ 899,500
	C-23	M6D	Ridge Rd. (2)	FM 1461 to Baxter Well	0.59	100%	$ 3,909,100	$ 3,909,100
	C-24	M6D	Ridge Rd. (3)	Baxter Well to 1,330' S. of Bloomdale Rd.	0.68	50%	$ 4,267,200	$ 2,133,600
	C-25	M6D	Ridge Rd. (4)	1,330' S. of Bloomdale Rd. to 2,135' S. of Bloomdale Rd.	0.15	50%	$ 963,200	$ 481,600
	C-26	M6D	Ridge Rd. (5)	Wilson Creek to US 380	0.16	100%	$ 2,022,750	$ 2,022,750
	C-27	M6D (2/3)	Lake Forest Dr. (2)	Bloomdale Rd. to Wilmeth Rd.	1.01	50%	$ 4,487,000	$ 2,243,500
	C-28, D-13	M6D (1/3)	Lake Forest Dr. (3)	Wilmeth Rd. to US 380	0.99	50%	$ 2,015,440	$ 1,007,720
	S-1		Signal Installation	Future Arterial (CCR 168) & Ridge Rd.		25%	$ 200,000	$ 50,000
	S-4		Signal Installation	Custer Rd. & FM 1461		75%	$ 215,000	$ 161,250
	S-5		Signal Installation	Ridge Rd. & FM 1461		50%	$ 215,000	$ 107,500
	S-6		Signal Installation	Custer Rd. & Bloomdale Rd.		25%	$ 215,000	$ 53,750
	S-7		Signal Installation	Stonebridge Dr. & Bloomdale Rd.		100%	$ 200,000	$ 200,000
	S-8		Signal Installation	Ridge Rd. & Bloomdale Rd.		50%	$ 200,000	$ 100,000
	S-9		Signal Installation	Lake Forest Dr. & Bloomdale Rd.		25%	$ 200,000	$ 50,000
	S-10		Signal Installation	Stonebridge Dr. & Wilmeth Rd.		75%	$ 200,000	$ 150,000
	S-11		Signal Installation	Lake Forest Dr. & Wilmeth Rd.		50%	$ 200,000	$ 100,000
	S-12		Signal Installation	Tremont Blvd. & US 380		50%	$ 215,000	$ 107,500
	S-13		Signal Installation	Forest Ridge Dr. & US 380		50%	$ 215,000	$ 107,500
	S-14		Signal Installation	Wilmeth Rd. & Ridge Knoll		50%	$ 215,000	$ 107,500
							Service Area Project Cost Subtotal	**$ 59,256,129**
							Roadway Impact Fee Update Cost (Per Service Area)	**$ 9,615**
							Total Cost in SERVICE AREA C	**$ 59,265,744**

EXHIBIT 2

Kimley-Horn and Associates, Inc.

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Table 4.D – 10-Year Roadway Improvements Plan for Roadway Impact Fees with Conceptual Level Project Cost Projections – Service Area D

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
D	A-1, D-1	M6D	Future Arterial B (CCR 168) (2	Existing CCR 168 to E. City Limits (Creek)	0.30	50%	$ 2,983,750	$ 1,491,875
	D-2	M6D	Future Arterial B (CCR 168) (3	W. City Limits to CCR 229	0.43	100%	$ 2,836,500	$ 2,836,500
	D-3	P6D	Future Arterial C (1)	420' E. of Lake Forest Dr. to 3,715' E. of Lake Forest Dr	0.62	50%	$ 4,729,050	$ 2,364,525
	D-4	P6D	Future Arterial C (2)	3,715' E. of Lake Forest Dr. to CCR 202	1.77	100%	$ 19,647,800	$ 19,647,800
	D-5	M6D	Bloomdale Rd. (7)	1,485' E. of CCR 1006 to 1,215 W. of CCR 1007	0.29	100%	$ 1,859,200	$ 1,859,200
	D-6	M6D	Bloomdale Rd. (8)	1,215 W. of CCR 1007 to CCR 1007	0.23	50%	$ 1,453,200	$ 726,600
	D-7	M6D	Bloomdale Rd. (9)	CCR 1007 to Community Ave.	0.86	100%	$ 7,694,200	$ 7,694,200
	D-8	M6D	Wilmeth Rd. (6)	Lake Forest Dr. to CCR 943 (Unnamed B)	0.91	50%	$ 7,438,450	$ 3,719,225
	D-9	M6D	Wilmeth Rd. (7)	CCR 943 (Unnamed B) to 2,260 W. of Hardin Blvd.	0.25	100%	$ 1,566,600	$ 1,566,600
	D-10	M6D	Wilmeth Rd. (8)	2,260 W. of Hardin Blvd. to Hardin Blvd.	0.43	50%	$ 2,700,600	$ 1,350,300
	D-11	M6D (1/3)	Wilmeth Rd. (9)	Hardin Blvd. to US 75 SBFR	1.16	100%	$ 2,727,220	$ 2,727,220
	D-12	M6D	Lake Forest Dr. (1)	820' S. of Geren Trl. to 510' S. of Baxter Well	0.51	50%	$ 1,851,500	$ 925,750
	C-28, D-13	M6D (1/3)	Lake Forest Dr. (3)	Wilmeth Rd. to US 380	0.99	50%	$ 2,015,440	$ 1,007,720
	D-14	M6D	Future Unnamed B (1)	Future Arterial C to 945' S. of Future Arterial C	0.18	100%	$ 1,193,500	$ 1,193,500
	D-15	M6D	uture Unnamed B (2) / CR 100	45' S. of Future Arterial C to 2,305' S. of Future Arterial	0.26	50%	$ 1,625,400	$ 812,700
	D-16	M6D	Future Unnamed B (3) / CR 94	2,045' N. of Wilmeth Rd. to Wilmeth Rd.	0.39	50%	$ 2,444,400	$ 1,222,200
	D-17	M6D	Hardin Blvd. (4) / CCR 229	CCR 226 to FM 543	0.44	50%	$ 2,766,400	$ 1,383,200
	D-18	M6D	Hardin Blvd. (5)	2,960' N. of CCR 202 to CCR 201	1.38	100%	$ 15,467,450	$ 15,467,450
	D-19	M6D	Hardin Blvd. (6)	CCR 164 (Bloomdale Rd.) to Holly Ridge Way	0.57	100%	$ 4,332,250	$ 4,332,250
	D-20	M6D (2/3)	Hardin Blvd. (7)	Holly Ridge Way to 1,770' N. of Wilmeth Rd.	0.21	100%	$ 952,000	$ 952,000
	D-21	M6D (1/3)	Hardin Blvd. (8)	1,770' N. of Wilmeth Rd. to Wilmeth Rd.	0.34	50%	$ 516,000	$ 258,000
	D-22	M6D (1/3)	Hardin Blvd. (9)	Wilmeth Rd. to US 380	1.23	100%	$ 4,216,201	$ 4,216,201
	D-23	M4U	Community Ave. (1)	Hardin Blvd. to 1,915' E. of Hardin Blvd.	0.36	100%	$ 1,260,000	$ 1,260,000
	D-24	M4U	Community Ave. (2)	1,915' E. of Hardin Blvd. to N. City Limits/Creek	0.20	50%	$ 1,103,200	$ 551,600
	D-25	M4U	Community Ave. (3)	N. City Limits/Creek to 2,645' N. of Bloomdale Rd.	0.18	100%	$ 628,600	$ 628,600
	D-26	M4U (1/2)	Community Ave. (4)	2,645' N. of Bloomdale Rd. to 90' S. of James Pitts Dr.	0.61	100%	$ 1,094,800	$ 1,094,800
	D-27	M4U (1/2)	Community Ave. (5)	90' S. of James Potts Dr. to 230' S. of Brinlee Branch Ln.	0.33	100%	$ 600,600	$ 600,600
	D-28	P6D	Future Arterial C (3)	E. City Limits to W. City Limits	0.39	100%	$ 2,920,200	$ 2,920,200
	D-29	M6D	Future Unnamed C	N. City Limits to Future Arterial C (3)	0.20	100%	$ 1,302,000	$ 1,302,000
	S-3		Signal Installation	Hardin Blvd. & Future Arterial B		25%	$ 200,000	$ 50,000
	S-11		Signal Installation	Lake Forest Dr. & Wilmeth Rd.		25%	$ 200,000	$ 50,000
	S-15		Signal Installation	Unnamed B & Future Arterial C		100%	$ 215,000	$ 215,000
	S-16		Signal Installation	Hardin Blvd. & Future Arterial C		100%	$ 215,000	$ 215,000
	S-17		Signal Installation	Hardin Blvd. & Community Ave.		75%	$ 200,000	$ 150,000
	S-18		Signal Installation	Hardin Blvd. & Bloomdale Rd.		100%	$ 200,000	$ 200,000
	S-19		Signal Installation	Community Ave. & Bloomdale Rd.		100%	$ 200,000	$ 200,000
	S-20		Signal Installation	Unnamed B & Wilmeth Rd.		75%	$ 200,000	$ 150,000
	S-21		Signal Installation	Hardin Blvd. & Wilmeth Rd.		75%	$ 200,000	$ 150,000
							Service Area Project Cost Subtotal	**$ 87,492,816**
							Roadway Impact Fee Update Cost (Per Service Area)	**$ 9,615**
							Total Cost in SERVICE AREA D	**$ 87,502,431**

EXHIBIT 2

Table 4.E – 10-Year Roadway Improvements Plan for Roadway Impact Fees with Conceptual Level Project Cost Projections – Service Area E

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
E	E-1	M6D (1/3)	Bloomdale Rd. (10)	US 75 NBFR to 275' E. of Shawnee Dr.	0.48	100%	$ 734,400	$ 734,400
	E-2	M6D (2/3)	Bloomdale Rd. (11)	275' E. of Shawnee Dr. to FM 543	0.47	100%	$ 2,100,000	$ 2,100,000
	E-3	M6D	FM 543 (1)	Honey Creek to SH 5	0.49	100%	$ 2,450,700	$ 2,450,700
	E-4	M6D (1/3)	Wilmeth Rd. (10)	US 75 NBFR to Redbud Blvd.	0.26	100%	$ 400,800	$ 400,800
	E-5	M6D (1/3) OUTSIDE	Wilmeth Rd. (11)	Redbud Blvd. to 1,340 E. of Redbud Blvd.	0.25	100%	$ 387,600	$ 387,600
	E-6	M6D (1/3) OUTSIDE	Wilmeth Rd. (12)	1,340 E. of Redbud Blvd. to 2,005 E. of Redbud Blvd.	0.13	100%	$ 194,400	$ 194,400
	E-7	M6D (2/3)	Wilmeth Rd. (13)	2,005 E. of Redbud Blvd.to SH 5	0.52	100%	$ 2,279,200	$ 2,279,200
	E-8	M6D	Wilmeth Rd. (14)	SH 5 to McIntyre Rd. (CCR 274)	0.39	100%	$ 3,079,850	$ 3,079,850
	E-9	M6D	Wilmeth Rd. (15)	1,610' E. of SH 5 to RR tracks	0.26	100%	$ 5,644,800	$ 5,644,800
	E-10	M6D	Wilmeth Rd. (16)	RR tracks to 1,230' E. of the RR tracks (E. City Limits)	0.23	50%	$ 7,523,600	$ 3,761,800
	E-11	M6D	Wilmeth Rd. (17)/ CCR 331	265' E. of CCR 335 to FM 2933	0.28	50%	$ 1,751,400	$ 875,700
	E-12	M4D	Redbud Blvd. (1)	Bloomdale Rd. to 1,075' N. of Wilmeth Rd.	0.63	100%	$ 3,076,750	$ 3,076,750
	E-13	M4D (1/2)	Redbud Blvd. (2)	1,075' N. of Wilmeth Rd. to Wilmeth Rd.	0.20	100%	$ 448,000	$ 448,000
	E-14	M6D	Airport Dr. (1)	SH 5 to RR tracks (E. City Limits)	0.94	100%	$ 13,150,200	$ 13,150,200
	E-15	M6D	Airport Dr. (2)	McIntyre Rd. (Future Wilmeth Rd.) to US 380	1.58	100%	$ 15,261,300	$ 15,261,300
	E-16	M6D	FM 2933	CCR 331 to CCR 335	0.49	50%	$ 1,873,175	$ 936,588
	S-22		Signal Installation	Redbud Blvd. & Bloomdale Rd.		100%	$ 200,000	$ 200,000
	S-23		Signal Installation	Redbud Blvd. & Wilmeth Rd.		100%	$ 200,000	$ 200,000
	S-24		Signal Installation	Airport Dr. & Wilmeth Rd.		75%	$ 200,000	$ 150,000
	S-25		Signal Installation	FM 543 & Bloomdale Rd.		100%	$ 200,000	$ 200,000
	S-26		Signal Installation	FM 2933 & Wilmeth Rd.		50%	$ 200,000	$ 100,000
							Service Area Project Cost Subtotal	**$ 55,632,088**
							Roadway Impact Fee Update Cost (Per Service Area)	**$ 9,615**
							Total Cost in SERVICE AREA E	**$ 55,641,703**

Table 4.F. Roadway Improvement Plan for Roadway Impact Fees – Service Area F

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
F								
	No Impact Fee Eligible Roadway Projects							
							Service Area Project Cost Subtotal	**$ -**
							Roadway Impact Fee Update Cost (Per Service Area)	**$ 9,615**
							Total Cost in SERVICE AREA F	**$ 9,615**

EXHIBIT 2

Kimley-Horn and Associates, Inc.

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Table 4.G – 10-Year Roadway Improvements Plan for Roadway Impact Fees with Conceptual Level Project Cost Projections – Service Area G

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
G	G-1	M6D	Virginia Pkwy. (1)	Coit Rd. to 500' W. of Independence Pkwy.	0.90	100%	$ 5,658,800	$ 5,658,800
	G-2	M6D	Virginia Pkwy. (2)	500' W. of Independence Pkwy. to Independence Pkwy.	0.09	50%	$ 597,800	$ 298,900
	G-3	M6D	Virginia Pkwy. (3)	Independence Pkwy. to 325' E. of Forkhorn Dr.	0.19	50%	$ 1,219,400	$ 609,700
	G-4	M6D (1/3)	Virginia Pkwy. (4)	325' E. of Forkhorn Dr. to 935' W. of Virginia Hills	0.28	50%	$ 675,596	$ 337,798
	G-5	M6D (1/3)	Virginia Pkwy. (5)	935' W. of Virginia Hills to Custer Rd.	0.50	100%	$ 1,205,863	$ 1,205,863
	G-6	M6D (1/3)	Virginia Pkwy. (6)	Custer Dr. to 410' E. of Danbury Dr.	0.52	100%	$ 804,000	$ 804,000
	G-7	M6D (1/6)	Virginia Pkwy. (7)	410' E. of Danbury Dr. to Virginia Parklands Blvd.	0.36	100%	$ 232,800	$ 232,800
	G-8	M6D	Westridge Blvd. (1)	Coit Rd. to 1,650' E. of Coit Rd.	0.31	50%	$ 1,972,600	$ 986,300
	G-9	M6D (1/3)	Westridge Blvd. (2)	1,650' E. of Coit Rd. to Indepence Pkwy.	0.70	100%	$ 1,070,400	$ 1,070,400
	G-10	M6D (1/3)	Westridge Blvd. (3)	Independence Pkwy. to Memory Ln.	0.51	100%	$ 782,400	$ 782,400
	G-11	M6D (1/3)	Westridge Blvd. (4)	Memory Ln. to Custer Rd.	0.50	50%	$ 771,600	$ 385,800
	G-12	M6D (1/3)	Coit Rd. (1)	US 380 to 2,780' S. of US 380	0.53	50%	$ 810,000	$ 405,000
	G-13	M6D	Coit Rd. (2)	2,685 N. of Virginia to 2,610 S. of Virginia	1.00	50%	$ 6,328,000	$ 3,164,000
	G-14	M6D (1/3)	Coit Rd. (3)	Westridge Rd. to 270' S. of Calgary Dr.	0.50	50%	$ 768,000	$ 384,000
	G-15	M6D	Independence Pkwy. (1)	3,110' N. of Virginia Pkwy. to 2,630' N. of Virginia Pkwy.	0.09	50%	$ 607,600	$ 303,800
	G-16	M6D	Independence Pkwy. (2)	2,630' N. of Virginia Pkwy. to 1,365' N. of Virginia Pkwy.	0.24	100%	$ 1,598,050	$ 1,598,050
	G-17	M6D	Independence Pkwy. (3)	1,365' N. of Virginia Pkwy to Virginia Pkwy.	0.26	50%	$ 1,725,150	$ 862,575
	G-18	M6D (1/3)	Independence Pkwy. (4)	Virginia Pkwy. to George Washington Dr. (S. City Limits	1.49	100%	$ 2,314,250	$ 2,314,250
	G-19	P6D	Custer Rd. (5)	US 380 to Westridge Rd.	2.01	100%	$ 2,653,673	$ 2,653,673
	G-20	P6D	Custer Rd. (6)	Westridge Rd. to 1,110' S. of Cotton Ridge Rd. S	0.51	50%	$ 669,350	$ 334,675
	G-21	P6D	Custer Rd. (7)	705' N. of Fountainview Dr. to Eldorado Pkwy.	0.38	50%	$ 498,266	$ 249,133
	G-22, I-8	G4D	Ridge Rd. (6)	US 380 to Creekside Dr.	1.30	50%	$ 550,813	$ 275,407
	S-12		Signal Installation	Tremont Blvd. & US 380		50%	$ 215,000	$ 107,500
	S-13		Signal Installation	Forest Ridge Dr. & US 380		50%	$ 215,000	$ 107,500
	S-27		Signal Installation	Custer Rd. & Bristol Dr.		100%	$ 215,000	$ 215,000
	S-28		Signal Installation	Stonebridge Dr. & LaCima Dr.		100%	$ 185,000	$ 185,000
	S-29		Signal Installation	Coit Rd. & Virginia Pkwy.		50%	$ 200,000	$ 100,000
	S-30		Signal Installation	Independence Pkwy. & Virginia Pkwy.		50%	$ 200,000	$ 100,000
	S-31		Signal Installation	Custer Rd. & Cotton Ridge Rd. North		100%	$ 215,000	$ 215,000
	S-32		Signal Installation	Coit Rd. & Westridge Rd.		25%	$ 200,000	$ 50,000
	S-33		Signal Installation	Independence Pkwy. & Westridge Rd.		100%	$ 200,000	$ 200,000
	S-34		Signal Installation	Glen Oaks Dr. & Stonebridge Dr.		100%	$ 185,000	$ 185,000
	S-35		Signal Installation	Ridge Rd. & Glen Oaks Dr.		50%	$ 185,000	$ 92,500
	S-36		Signal Installation	Custer Rd. & Cotton Ridge Rd. South		50%	$ 215,000	$ 107,500
	S-37		Signal Installation	Stonebridge Dr. & Alma Dr.		100%	$ 185,000	$ 185,000
	S-38		Signal Installation	Ridge Rd. & Rush Creek Rd.		50%	$ 185,000	$ 92,500
	S-39		Signal Installation	Ridge Rd. & Berkshire Rd.		50%	$ 185,000	$ 92,500
						Service Area Project Cost Subtotal		**$ 26,952,324**
						Roadway Impact Fee Update Cost (Per Service Area)		**$ 9,615**
						Total Cost in SERVICE AREA G		**$ 26,961,939**

EXHIBIT 2

Kimley-Horn and Associates, Inc.

McKINNEY TEXAS Unique by nature.

Table 4.H – 10-Year Roadway Improvements Plan for Roadway Impact Fees with Conceptual Level Project Cost Projections – Service Area H

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
H	H-1	M4D	Silverado Trl. (1)	Custer Rd. to 100' W. of Amon Carter Dr.	0.40	100%	$ 2,709,400	$ 2,709,400
	H-2	M4D	Silverado Trl. (2)	Alma Rd. to Alfalfa Dr.	0.22	100%	$ 143,311	$ 143,311
	H-3	M4D	Silverado Trl. (3)	Alfalfa Dr. to 145' W. of Ironstone Ln.	0.28	100%	$ 99,386	$ 99,386
	H-4	P6D (1/3)	Stacy Rd. (1)	Custer Rd. to Ridge Rd.	2.03	100%	$ 3,710,457	$ 3,710,457
	H-5, I-11	P6D (1/3)	Stacy Rd. (2)	Ridge Rd. to SH 121 (S. City Limits)	0.82	50%	$ 5,622,280	$ 2,811,140
	H-6	M6D (1/3)	McKinney Ranch Pkwy. (1)	Stacy Rd. to Ridge Rd.	0.77	100%	$ 1,186,800	$ 1,186,800
	H-7	G4D	Collin McKinney Pkwy. (1)	Weiskopf Ave. to Alma (Couplet)	0.79	100%	$ 1,676,564	$ 1,676,564
	H-8	M6D	Craig Ranch Pkwy.	Collin McKinney Pkwy. To SH 121	0.65	100%	$ 4,778,650	$ 4,778,650
	H-9	G4D	Alma Rd. (1)	Eldorado to 805' S. of Beaver Ck.	0.66	100%	$ 191,558	$ 191,558
	H-10	G4D	Alma Rd. (2)	805' S. of Beaver Ck. to Silverado Trl.	0.38	100%	$ 181,098	$ 181,098
	H-11	M6D (1/3)	Alma Rd. (3)	Silverado Trl. to Stacy Rd.	0.49	100%	$ 990,389	$ 990,389
	H-12	M6D	Alma Rd. (4)	Stacy Rd. to SH 121	1.41	100%	$ 588,973	$ 588,973
	H-13, I-9	G4D	Ridge Rd. (7)	Eldorado Pkwy. to McKinney Ranch Pkwy.	1.08	50%	$ 187,500	$ 93,750
	H-14, I-10	M6D (1/3)	Ridge Rd. (8)	McKinney Ranch Pkwy. to Stacy Rd.	0.69	50%	$ 1,108,000	$ 554,000
	H-15	P6D	Custer Rd. (8)	Eldorado Pkwy. To Stonebridge Dr.	0.39	50%	$ 509,505	$ 254,753
	S-40		Signal Installation	Custer Rd. & Silverado Trl.		50%	$ 215,000	$ 107,500
	S-41		Signal Installation	Alma Rd. & Silverado Trl.		100%	$ 200,000	$ 200,000
	S-42		Signal Installation	McKinney Ranch Pkwy. & Silverado Trl.		100%	$ 200,000	$ 200,000
	S-43		Signal Installation	McKinney Ranch Pkwy. & Stacy Rd.		100%	$ 215,000	$ 215,000
	S-44		Signal Installation	Custer Rd. & Paradise Dr.		50%	$ 215,000	$ 107,500
	S-45		Signal Installation	Collin McKinney Pkwy. & Exchange Blvd.		100%	$ 200,000	$ 200,000
	S-46		Signal Installation	Collin McKinney Pkwy. & Stacy Rd.		50%	$ 215,000	$ 107,500
	S-47		Signal Installation	Alma Rd. & Hennemen Way		100%	$ 215,000	$ 215,000
						Service Area Project Cost Subtotal		**$ 21,322,729**
						Roadway Impact Fee Update Cost (Per Service Area)		**$ 9,615**
						Total Cost in SERVICE AREA H		**$ 21,332,344**

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Table 4.I – 10-Year Roadway Improvements Plan for Roadway Impact Fees with Conceptual Level Project Cost Projections – Service Area I

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
I	I-1	M6D (1/3)	Virginia Pkwy. (8)	1,035' E. of Ridge Rd. to 1,355' W. of Hardin Blvd.	1.44	100%	$ 2,308,000	$ 2,308,000
	I-2	G4D	Eldorado Pkwy. (1)	Ridge Rd. to 850' E. of Ridge Rd.	0.16	100%	$ 213,745	$ 213,745
	I-3	M6D (1/3)	McKinney Ranch Pkwy. (2)	Ridge Rd. to Hardin Blvd.	1.80	100%	$ 10,004,688	$ 10,004,688
	I-4	G4D	Collin McKinney Pkwy. (2)	Stacy Rd. to Village Park	0.54	100%	$ 2,973,000	$ 2,973,000
	I-5	G4D	Collin McKinney Pkwy. (3)	Lake Forest Dr. to Cottonwood Creek	0.31	100%	$ 1,694,000	$ 1,694,000
	I-6	G4D (1/2)	Collin McKinney Pkwy. (4)	Cottonwood Creek to 1,110' E. of Tina	0.55	100%	$ 1,903,419	$ 1,903,419
	I-7	G4D	Collin McKinney Pkwy. (5)	1,110' E. of Tina to Hardin Blvd.	0.19	100%	$ 1,051,000	$ 1,051,000
	G-22, I-8	G4D	Ridge Rd. (6)	US 380 to Creekside Dr.	1.30	50%	$ 550,813	$ 275,407
	H-13, I-9	G4D	Ridge Rd. (7)	Eldorado Pkwy. to McKinney Ranch Pkwy.	1.08	50%	$ 187,500	$ 93,750
	H-14, I-10	M6D (1/3)	Ridge Rd. (8)	McKinney Ranch Pkwy. to Stacy Rd.	0.69	50%	$ 1,108,000	$ 554,000
	H-5, I-11	P6D (1/3)	Stacy Rd. (2)	Ridge Rd. to SH 121 (S. City Limits)	0.82	50%	$ 5,622,280	$ 2,811,140
	I-12	M6D (1/3)	Lake Forest Dr. (4)	McKinney Ranch Pkwy. to SH 121	1.02	100%	$ 1,628,000	$ 1,628,000
	I-13, J-7	G4D	Hardin Blvd. (10)	US 380 to Virginia Pkwy.	1.58	50%	$ 8,352,097	$ 4,176,049
	I-14, J-8	M6D (1/3)	Hardin Blvd. (11)	McKinney Ranch Pkwy. to SH 121	0.57	50%	$ 914,000	$ 457,000
	S-35		Signal Installation	Ridge Rd. & Glen Oaks Dr.		50%	$ 185,000	$ 92,500
	S-46		Signal Installation	Collin McKinney Pkwy. & Stacy Rd.		50%	$ 215,000	$ 107,500
	S-48		Signal Installation	Virginia Pkwy. & Joplin Dr.		100%	$ 215,000	$ 215,000
	S-49		Signal Installation	Virginia Pkwy. & Crutcher Crossing		100%	$ 215,000	$ 215,000
	S-50		Signal Installation	Virginia Pkwy. & Village Dr.		100%	$ 215,000	$ 215,000
	S-51		Signal Installation	Virginia Pkwy. & Mallard Lakes Dr.		100%	$ 215,000	$ 215,000
	S-52		Signal Installation	Lake Forest Dr. & Glen Oaks Dr.		100%	$ 185,000	$ 185,000
	S-53		Signal Installation	Hardin Blvd. & Maverick Trl.		50%	$ 185,000	$ 92,500
	S-54		Signal Installation	Eldorado Pkwy. & Woodson Dr.		100%	$ 185,000	$ 185,000
	S-55		Signal Installation	Eldorado Pkwy. & Highlands Dr.		100%	$ 185,000	$ 185,000
	S-56		Signal Installation	Lake Forest Dr. & Collin McKinney Pkwy.		100%	$ 200,000	$ 200,000
	S-57		Signal Installation	Hardin Blvd. & Collin Mckinney Pkwy.		50%	$ 200,000	$ 100,000
							Service Area Project Cost Subtotal	**$ 32,150,697**
							Roadway Impact Fee Update Cost (Per Service Area)	**$ 9,615**
							Total Cost in SERVICE AREA I	**$ 32,160,312**

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Table 4.J – 10-Year Roadway Improvements Plan for Roadway Impact Fees with Conceptual Level Project Cost Projections – Service Area J

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
J	J-1	M4D	White Ave. (1)	Hardin Blvd. to Bois D'Arc	0.17	100%	$ 981,328	$ 981,328
	J-2	M4D	White Ave. (2)	Bois D'Arc to Community Ave.	0.93	100%	$ 213,991	$ 213,991
	J-3	M6D (1/3)	McKinney Ranch Pkwy. (3)	Hardin Blvd. to 515' E. of Hardin Blvd.	0.10	100%	$ 450,000	$ 450,000
	J-4	M6D	McKinney Ranch Pkwy. (4)	515' E. of Hardin Blvd. to US 75 SBFR	0.82	100%	$ 5,589,000	$ 5,589,000
	J-5	G4D	Collin McKinney Pkwy. (6)	Hardin Blvd. to McKinney Ranch Pkwy.	0.73	100%	$ 4,281,100	$ 4,281,100
	J-6	M4U	Collin McKinney Pkwy. (7)	720' W. of Test Dr. to Craig Dr.	0.58	100%	$ 41,575	$ 41,575
	I-13, J-7	G4D	Hardin Blvd. (10)	US 380 to Virginia Pkwy.	1.58	50%	$ 8,352,097	$ 4,176,049
	I-14, J-8	M6D (1/3)	Hardin Blvd. (11)	McKinney Ranch Pkwy. to SH 121	0.57	50%	$ 914,000	$ 457,000
	J-9	M4U	Community Ave. (6)	US 380 to 2,120' S. of US 380	0.40	100%	$ 350,000	$ 350,000
	S-53		Signal Installation	Hardin Blvd. & Maverick Trl.		50%	$ 185,000	$ 92,500
	S-57		Signal Installation	Hardin Blvd. & Collin Mckinney Pkwy.		50%	$ 200,000	$ 100,000
	S-58		Signal Installation	White Ave. & Jordan Rd.		100%	$ 185,000	$ 185,000
	S-59		Signal Installation	Virginia St. & Redbud Blvd.		50%	$ 175,000	$ 87,500
	S-60		Signal Installation	Collin McKinney Pkwy. & McKinney Ranch Pkwy.		100%	$ 200,000	$ 200,000
	S-61		Signal Installation	Collin McKinney Pkwy. & Craig Dr.		100%	$ 185,000	$ 185,000
	S-62		Signal Installation	SH 5 & Old Mill Rd.		25%	$ 215,000	$ 53,750
	S-63		Signal Installation	McDonald St. & Stewart Rd.		50%	$ 215,000	$ 107,500
	S-64		Signal Installation	SH 5 & Enterprise Dr.		50%	$ 215,000	$ 107,500
							Service Area Project Cost Subtotal	**$ 17,658,793**
							Roadway Impact Fee Update Cost (Per Service Area)	**$ 9,615**
							Total Cost in SERVICE AREA J	**$ 17,668,408**

Table 4.K – 10-Year Roadway Improvements Plan for Roadway Impact Fees with Conceptual Level Project Cost Projections – Service Area K

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
K	K-1	P6D	FM 546 (1)	SH 5 to Existing FM 546	1.64	100%	$ 10,652,727	$ 10,652,727
	K-2, L-1	M6D (1/3)	Airport Dr. (3)	US 380 to 355' S. of US 380	0.07	50%	$ 190,706	$ 95,353
	K-3, L-2	M6D (1/3)	Airport Dr. (4)	355' S. of US 380 to 385' N. of Industrial Blvd.	1.74	50%	$ 3,732,544	$ 1,866,272
	K-4, L-3	M6D (1/3)	Airport Dr. (5) / Country Ln.	385' N. of Industrial Blvd. to FM 546	0.50	50%	$ 1,359,687	$ 679,844
	K-5	M6D (1/3)	Airport Dr. (6) / Country Ln.	FM 546 to 2,110' N. of CCR 326	0.30	100%	$ 601,087	$ 601,087
	K-6	M6D	Airport Dr. (7)	2,110' N. of CCR 326 to Old Mill Rd.	0.10	100%	$ 1,036,000	$ 1,036,000
	S-59		Signal Installation	Redbud Blvd. & Virginia St.		50%	$ 175,000	$ 87,500
	S-62		Signal Installation	SH 5 & Old Mill Rd.		75%	$ 215,000	$ 161,250
	S-63		Signal Installation	McDonald St. & Stewart Rd.		50%	$ 215,000	$ 107,500
	S-64		Signal Installation	SH 5 & Enterprise Dr.		50%	$ 215,000	$ 107,500
	S-65		Signal Installation	McDonald St. & Smith St.		100%	$ 215,000	$ 215,000
	S-66		Signal Installation	Wilson Creek Pkwy. & College St.		100%	$ 185,000	$ 185,000
	S-67		Signal Installation	Airport Dr. & Wilson Creek Pkwy.		50%	$ 200,000	$ 100,000
	S-68		Signal Installation	Eldorado Blvd. & College St.		100%	$ 185,000	$ 185,000
	S-69		Signal Installation	Airport Dr. & FM 546		100%	$ 215,000	$ 215,000
							Service Area Project Cost Subtotal	**$ 16,295,032**
							Roadway Impact Fee Update Cost (Per Service Area)	**$ 9,615**
							Total Cost in SERVICE AREA K	**$ 16,304,647**

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Table 4.L – 10-Year Roadway Improvements Plan for Roadway Impact Fees with Conceptual Level Project Cost Projections – Service Area L

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
L	K-2, L-1	M6D (1/3)	Airport Dr. (3)	US 380 to 355' S. of US 380	0.07	50%	$ 190,706	$ 95,353
	K-3, L-2	M6D (1/3)	Airport Dr. (4)	355' S. of US 380 to 385' N. of Industrial Blvd.	1.74	50%	$ 3,732,544	$ 1,866,272
	K-4, L-3	M6D (1/3)	Airport Dr. (5) / Country Ln.	385' N. of Industrial Blvd. to FM 546	0.50	50%	$ 1,359,687	$ 679,844
	L-4	P6D	FM 546 (2)	Existing FM 546 to E. City Limits	1.16	100%	$ 5,411,050	$ 5,411,050
	L-5	M6D	Unnamed D (1)	US 380 to Trinity River (S. City Limits)	0.44	100%	$ 5,558,300	$ 5,558,300
	L-6	M6D	Unnamed D (2)	CR 722 to FM 546	0.74	100%	$ 4,913,500	$ 4,913,500
	L-7	M6D (1/3)	Industrial Blvd. (2)	Airport Dr. to 605' E. of Airport Dr.	0.11	100%	$ 176,400	$ 176,400
	S-67		Signal Installation	Airport Dr. & Wilson Creek Pkwy.		50%	$ 200,000	$ 100,000
							Service Area Project Cost Subtotal	**$ 18,800,719**
							Roadway Impact Fee Update Cost (Per Service Area)	**$ 9,615**
							Total Cost in SERVICE AREA L	**$ 18,810,334**

Table 4.M. Roadway Improvement Plan for Roadway Impact Fees – Service Area M

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
M								
	No Impact Fee Eligible Roadway Projects							
							Service Area Project Cost Subtotal	**$ -**
							Roadway Impact Fee Update Cost (Per Service Area)	**$ 9,615**
							Total Cost in SERVICE AREA M	**$ 9,615**

Notes:

a. The planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of McKinney.

b. The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.

E. SERVICE UNIT CALCULATION

The basic service unit for the computation of McKinney's roadway impact fees is the vehicle-mile of travel during the afternoon peak-hour. To determine the cost per service unit, it is necessary to project the growth in vehicle-miles of travel for the service area for the ten-year period.

The growth in vehicle-miles from 2012 to 2022 is based upon projected changes in residential and non-residential growth for the period. In order to determine this growth, baseline estimates of population, basic square feet, service square feet, and retail square feet for 2012 were made by the City, along with projections for each of these demographic statistics through 2022. The *Land Use Assumptions Report 2012-2013 Impact Fee Update* details the growth estimates used for impact fee determination.

The population and employment statistics in the Land Use Assumptions provides the "independent variables" that are used to calculate the existing (2012) and projected (2022) transportation service units used to establish the roadway impact fee maximum rates within each service area. The roadway demand service units (vehicle-miles) for each service area are the sum of the vehicle-miles "generated" by each category of land use in the service area.

For the purpose of impact fees, all developed and developable land is categorized as either residential or non-residential. For residential land uses, the existing and projected population is converted to dwelling units. The number of dwelling units in each service area is multiplied by a

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transportation demand factor to compute the vehicle-miles of travel that occur during the afternoon peak hour. This factor computes the average amount of demand caused by the residential land uses in the service area. The *transportation demand factor* is discussed in more detail below.

For non-residential land uses, the process is similar. The Land Use Assumptions provide existing and projected number of building square footages for three (3) categories of non-residential land uses square footage – basic, service, and retail. These categories correspond to an aggregation of other specific land use categories based on the NAISC (North American Industrial Class System).

Building square footage is the most common independent variable for the estimation of non-residential trips in the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition*. This statistic is more appropriate than the number of employees because building square footage is tied more closely to trip generation and is known at the time of application for any development or development modification that would require the assessment of an impact fee.

The existing and projected Land Use Assumptions for the dwelling units and the square footage of basic, service, and retail land uses provide the basis for the projected increase in vehicle-miles of travel. As noted earlier, a *transportation demand factor* is applied to these values and then summed to calculate the total peak hour vehicle-miles of demand for each service area.

The *transportation demand factors* are aggregate rates derived from two sources – the *ITE Trip Generation Manual, 9th Edition* and the latest Regional Origin-Destination Travel Survey performed by NCTCOG. The *ITE Trip Generation Manual, 9th Edition* provides the number of trips that are produced or attracted to the land use for each dwelling unit, square foot of building, or other corresponding unit. For the retail category of land uses, the rate is adjusted to account for the fact that a percentage of retail trips are made by people who would otherwise be traveling past that particular establishment anyway, such as a trip between work and home. These trips are called pass-by trips, and since the travel demand is accounted for in the land use calculations relative to the primary trip, it is necessary to discount the retail rate to avoid double counting trips.

The next component of the *transportation demand factor* accounts for the length of each trip. The average trip length for each category is based on the region-wide travel characteristics survey conducted by NCTCOG.

The computation of the *transportation demand factor* is detailed in the following equation:

$$TDF = T * (1 - P_b) * L_{\max}$$

$$\text{where...}\ L_{\max} = \min(L * OD \ \text{or}\ \text{SA}_{\text{L}})$$

Variables:

TDF = Transportation Demand Factor,
T = Trip Rate (peak hour trips / unit),
P_b = Pass-By Discount (% of trips),
L_{max} = Maximum Trip Length (miles),
L = Average Trip Length (miles), and
OD = Origin-Destination Reduction (50%)
SA_L = Max Service Area Trip Length (see **Table 5**)

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The maximum trip length, for land uses which are characterized by longer average trip lengths (primarily residential uses), has been limited to a length based on the nature of the roadway network within the service area, along with consideration of the existing City boundaries. Although Chapter 395 of the Texas Local Government Code allows for a service area diameter of six (6) miles, the City of McKinney has set service area boundaries in anticipation of the ultimate corporate limits. Therefore, the individual service areas have different trip characteristics. In order to account for these differences, the values shown in **Table 5** were used for calculation of the *transportation demand factor* for each service area.

Table 5. Maximum Trip Lengths by Service Area

Service Area	Max. Trip Length (mi)	Service Area	Max. Trip Length (mi)
A	0.30	**H**	4.65
B	0.80	**I**	6.00
C	3.10	**J**	6.00
D	5.80	**K**	5.30
E	4.80	**L**	3.50
F	0.00	**M**	0.00
G	6.00		

The adjustment made to the average trip length statistic in the computation of the maximum trip length is the origin-destination reduction. This adjustment is made because the roadway impact fee is charged to both the origin and destination end of the trip. For example, impact fee methodology will account for a trip from home to work within McKinney to both residential and non-residential land uses. To avoid counting these trips as both residential and non-residential trips, a 50% origin-destination (OD) reduction factor is applied. Therefore, only half of the trip length is assessed to each land use.

Table 6A and 6B shows the derivation of the *Transportation Demand Factor* for the residential land uses and the three (3) non-residential land use categories in Service Areas C and I. The values utilized for all variables shown in the *transportation demand factor* equation are also shown in the table.

Table 6A. Transportation Demand Factor Calculations – Service Area C Example

Variable	Residential	Basic	Service	Retail
T	1.00	0.97	1.49	3.71
P_b	0%	0%	0%	34%
L	17.21	10.02	10.92	6.43
L_{max} *	3.10	3.10	3.10	3.10
TDF	**3.10**	**3.01**	**4.62**	**7.60**

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Table 6B. Transportation Demand Factor Calculations – Service Area I Example

Variable	Residential	Basic	Service	Retail
T	1.00	0.97	1.49	3.71
P_b	0%	0%	0%	34%
L	17.21	10.02	10.92	6.43
L_{max} *	6.00	5.01	5.46	3.22
TDF	**6.00**	**4.86**	**8.14**	**7.89**

* L_{max} is less than 6 miles for non-residential land uses; therefore this lower trip length is used for calculating the TDF for non-residential land uses

The application of the demographic projections and the *transportation demand factors* are presented in the 10-Year Growth Projections in **Table 7**. This table shows the total vehicle-miles by service area for the years 2012 and 2022. These estimates and projections lead to the Vehicle-miles of Travel for both 2012 and 2022.

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Table 7. 10-Year Growth Projections

Year 2012

SERVICE AREA	RESIDENTIAL VEHICLE-MILES				SQUARE FEET[4]			TRANS. DEMAND FACTOR[5]			NON-RESIDENTIAL VEHICLE-MILES[9]				TOTAL VEHICLE MILES[10]
	POPULATION[1]	DWELLING UNITS[1]	TDF[2]	VEHICLE MILES[3]	BASIC	SERVICE	RETAIL	BASIC[6]	SERVICE[7]	RETAIL[8]	BASIC	SERVICE	RETAIL	TOTAL	
A	0	0	0.30	0	0	0	0	0.29	0.45	0.74	0	0	0	0	0
B	0	0	0.80	0	0	0	0	0.78	1.19	1.96	0	0	0	0	0
C	3,501	1,245	3.10	3,860	10,233	108,704	488,070	3.01	4.62	7.60	31	502	3,709	4,242	8,102
D	9,584	2,776	5.80	16,101	66,490	1,775,143	719,239	4.86	8.14	7.89	323	14,450	5,675	20,448	36,549
E	2,550	635	4.80	3,048	3,159,347	759,829	984,216	4.66	7.15	7.89	14,723	5,433	7,765	27,921	30,969
F	0	0	0.00	0	0	0	0	0.00	0.00	0.00	0	0	0	0	0
G	35,028	12,584	6.00	75,504	138,680	1,201,866	883,757	4.86	8.14	7.89	674	9,783	6,973	17,430	92,934
H	13,294	5,222	4.65	24,282	293,832	803,818	1,218,376	4.51	6.93	7.89	1,325	5,570	9,613	16,508	40,790
I	33,327	11,881	6.00	71,286	101,530	1,259,562	872,364	4.86	8.14	7.89	493	10,253	6,883	17,629	88,915
J	21,291	8,816	6.00	52,896	1,453,785	2,040,859	3,000,259	4.86	8.14	7.89	7,065	16,613	23,672	47,350	100,246
K	18,223	6,584	5.30	34,895	5,628,221	1,852,784	1,723,306	4.86	7.90	7.89	27,353	14,637	13,597	55,587	90,482
L	15	13	3.50	46	601,136	1,515	11,353	3.40	5.22	7.89	2,044	8	90	2,142	2,188
M	0	0	0.00	0	0	0	0	0.00	0.00	0.00	0	0	0	0	0
Totals	**136,813**	**49,756**		**281,918**	**11,453,264**	**9,804,080**	**9,900,940**				**54,031**	**77,249**	**77,977**	**209,257**	**491,175**

Year 2022

SERVICE AREA	RESIDENTIAL VEHICLE-MILES				SQUARE FEET[4]			TRANS. DEMAND FACTOR[5]			NON-RESIDENTIAL VEHICLE-MILES[9]				TOTAL VEHICLE MILES[10]
	POPULATION[1]	DWELLING UNITS[1]	TDF[2]	VEHICLE MILES[3]	BASIC	SERVICE	RETAIL	BASIC[6]	SERVICE[7]	RETAIL[8]	BASIC	SERVICE	RETAIL	TOTAL	
A	0	0	0.30	0	0	0	0	0.29	0.45	0.74	0	0	0	0	0
B	7,919	2,740	0.80	2,192	0	0	0	0.78	1.19	1.96	0	0	0	0	2,192
C	11,718	4,088	3.10	12,673	10,233	370,175	1,160,762	3.01	4.62	7.60	31	1,710	8,822	10,563	23,236
D	14,784	4,575	5.80	26,535	66,490	2,167,354	1,550,859	4.86	8.14	7.89	323	17,642	12,236	30,201	56,736
E	4,989	1,479	4.80	7,099	3,690,079	759,829	1,154,758	4.66	7.15	7.89	17,196	5,433	9,111	31,740	38,839
F	43	15	0.00	0	0	0	0	0.00	0.00	0.00	0	0	0	0	0
G	49,264	17,510	6.00	105,060	176,588	1,638,004	1,501,971	4.86	8.14	7.89	858	13,333	11,851	26,042	131,102
H	23,701	8,823	4.65	41,027	331,742	2,729,929	2,254,358	4.51	6.93	7.89	1,496	18,918	17,787	38,201	79,228
I	40,864	14,489	6.00	86,934	158,395	2,115,000	1,199,670	4.86	8.14	7.89	770	17,216	9,465	27,451	114,385
J	25,016	10,105	6.00	60,630	1,586,469	2,499,998	3,600,064	4.86	8.14	7.89	7,710	20,350	28,405	56,465	117,095
K	20,691	7,438	5.30	39,421	5,959,928	1,978,381	1,967,401	4.86	7.90	7.89	28,965	15,629	15,523	60,117	99,538
L	15	13	3.50	46	800,160	1,515	11,353	3.40	5.22	7.89	2,721	8	90	2,819	2,865
M	0	0	0.00	0	0	0	0	0.00	0.00	0.00	0	0	0	0	0
Totals	**199,004**	**71,276**		**381,617**	**12,780,084**	**14,260,185**	**14,401,196**				**60,070**	**110,239**	**113,290**	**283,599**	**665,216**

VEHICLE-MILES OF INCREASE[11] (2012 - 2022)

SERVICE AREA	VEH-MILES
A	0
B	2,192
C	15,134
D	20,187
E	7,870
F	0
G	38,168
H	38,438
I	25,470
J	16,849
K	9,056
L	677
M	0
Total	174,041

Notes:

[1] From *Land Use Assumptions Report 2012-2013 Impact Fee Update*

[2] Transportation Demand Factor for each Service Area (from LUVMET) using Single Family Detached Housing land use and *trip generation rate*

[3] Calculated by multiplying TDF by the number of dwelling units

[4] From *Land Use Assumptions Report 2012-2013 Impact Fee Update*

[5] *Trip generation rate* and Transportation Demand Factors from LUVMET for each land use

[6] 'Basic' corresponds to General Light Industrial land use and *trip generation rate*

[7] 'Service' corresponds to General Office land use and *trip generation rate*

[8] 'Retail' corresponds to Shopping Center land use and *trip generation rate*

[9] Calculated by multiplying Transportation Demand Factor by the number of thousand square feet for each land use

[10] Residential plus non-residential vehicle-mile totals for each Service Area

[11] Total Vehicle-Miles (2012) subtracted from Total Vehicle-Miles (2022)

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EXHIBIT 2

V. IMPACT FEE CALCULATIONS

A. MAXIMUM ASSESSABLE IMPACT FEE PER SERVICE UNIT

This section presents the maximum assessable impact fee rate calculated for each service area. The maximum assessable impact fee is the sum of the eligible Impact Fee RIP costs for the service area divided by the growth in travel attributable to new development projected to occur within the 10-year period. A majority of the components of this calculation have been described and presented in previous sections of this report. The purpose of this section is to document the computation for each service area and to demonstrate that the guidelines provided by Chapter 395 of the Texas Local Government Code have been addressed. **Table 8** illustrates the computation of the maximum assessable impact fee computed for each service area. Each row in the table is numbered to simplify explanation of the calculation.

Line	Title	Description
1	*Total Vehicle-Miles of Capacity Added by the RIP*	The total number of vehicle-miles added to the service area based on the capacity, length, and number of lanes in each project (from **Appendix B** – RIP Units of Supply)

Each project identified in the Impact Fee RIP will add a certain amount of capacity to the City's roadway network based on its length and classification. This line displays the total amount added within each service area.

2	*Total Vehicle-Miles of Existing Demand*	A measure of the amount of traffic currently using the roadway facilities upon which capacity is being added. (from **Appendix B** – RIP Units of Supply)

A number of facilities identified in the Impact Fee RIP have traffic currently utilizing a portion of their existing capacity. This line displays the total amount of capacity along these facilities currently be used by existing traffic.

3	*Total Vehicle-Miles of Existing Deficiencies*	Number of vehicle-miles of travel that are not accommodated by the existing roadway system (from **Appendix C** – Existing Facilities Inventory)

In order to ensure that existing deficiencies on the City's roadway network are not recoverable through impact fees, this line is based on the entire roadway network within the service area. Any roadway within the service area that is deficient – even those not identified on the Impact Fee RIP – will have these additional trips removed from the calculation.

4	*Net Amount of Vehicle-Miles of Capacity Added*	A measurement of the amount of vehicle-miles added by the RIP that will not be utilized by existing demand **(Line 1 – Line 2 – Line 3)**

This calculation identifies the portion of the Impact Fee RIP (in vehicle-miles) that may be recoverable through the collection of impact fees.

EXHIBIT 2

5	*Total Cost of the RIP within the Service Area*	The total cost of the projects within each service area (from **Table 4**: 10-Year Capital Improvements Plan with Conceptual Level Cost Opinions)

This line simply identifies the total cost of all of the projects identified in each service area.

6	*Cost of Net Capacity Supplied*	The total RIP cost (**Line 5**) prorated by the ratio of Net Capacity Added (**Line 4**) to Total Capacity Added (**Line 1**). **[(Line 4 / Line 1) * (Line 5)]**

Using the ratio of vehicle-miles added by the Impact Fee RIP available to serve future growth to the total vehicle-miles added, the total cost of the Impact Fee RIP is reduced to the amount available for future growth (i.e. excluding existing usage and deficiencies).

7	*Cost to Meet Existing Needs and Usage*	The difference between the Total Cost of the CIP (**Line 5**) and the Cost of the Net Capacity supplied (**Line 6**). **(Line 5 – Line 6)**

This line is provided for information purposes only – it is to present the portion of the total cost of the Impact Fee RIP that is required to meet existing demand.

8	*Total Vehicle-Miles of New Demand over Ten Years*	Based upon the growth projection provided in the **Land Use Assumptions**, an estimate of the number of new vehicle-miles within the service area over the next ten years. (from **Table 7**)

This line presents the amount of growth (in vehicle-miles) projected to occur within each service area over the next ten years.

9	*Percent of Capacity Added Attributable to New Growth*	The result of dividing Total Vehicle-Miles of New Demand (**Line 8**) by the Net Amount of Capacity Added (**Line 4**), limited to 100% (**Line 10**). This calculation is required by Chapter 395 to ensure capacity added is attributable to new growth.
10	*Chapter 395 Check*	

In order to ensure that the vehicle-miles added by the Impact Fee RIP do not exceed the amount needed to accommodate growth beyond the ten-year window, a comparison of the two values is performed. If the amount of vehicle-miles added by the Impact Fee RIP exceeds the growth projected to occur in the next ten years, the Impact Fee RIP cost is reduced accordingly.

11	*Cost of Capacity Added Attributable to New Growth*	The result of multiplying the Cost of Net Capacity Added (**Line 6**) by the Percent of Capacity Added Attributable to New Growth, limited to 100% (**Line 9**).

This value is the total Impact Fee RIP project costs (excluding financial costs) that may be recovered through impact fees. This line is determined considering the limitations to impact fees required by the Texas legislature.

EXHIBIT 2

B. Plan For Awarding the Roadway Impact Fee Credit

Chapter 395 of the Texas Local Government Code requires the Capital Improvements Plan for Transportation Impact Fees contain specific enumeration of a plan for awarding the impact fee credit. Section 395.014 of the Code states:

> "(7) A plan for awarding:
> (A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or
> (B) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan…"

The plan following 395.014(T)(A) is summarized, as prepared by J. Stowe, Inc., in **Appendix D** and **E,** Plan for Awarding the Roadway Impact Fee Credit. The following table summarizes the portions of **Table 8** that utilize this credit calculation.

Line	Title	Description
12	*Principal Paid on Existing Debt Funded Project Costs*	(from **Appendix D** – Plan for Awarding the Roadway Impact Fee Credit)
13	*Financing Costs*	(from **Appendix D** – Plan for Awarding the Roadway Impact Fee Credit)
14	*Existing Fund Balance*	(from **Appendix D** – Plan for Awarding the Roadway Impact Fee Credit)
15	*Interest Earnings*	(from **Appendix D** – Plan for Awarding the Roadway Impact Fee Credit)
16	*Cost of the RIP and Financing Attributable to New Growth*	The sum of the Cost of Capacity Added Attributable to New Growth, Financing Costs, and Interest Earnings. **(Line 11 + Line 12 + Line 13+Line 14+Line 15)**
17	*Pre-Credit Maximum Fee Per Service Unit*	Found by dividing the Cost of the RIP and Financing Attributable to New Growth **(Line 16)** by the Total Vehicle-Miles of New Demand Over Ten Years **(Line 8)**. **(Line 16 / Line 8)**
18	*Credit for Ad Valorem Taxes*	A credit for the portion of ad valorem taxes projected to be generated by the new service units, as per Section 395.014 of the Local Government Code. (from **Appendix D** – Plan for Awarding the Roadway Impact Fee Credit)
19	*Recoverable Cost of RIP and Financing*	The difference between the Cost of the RIP and Financing Attributable to New Growth **(Line 16)** and the Credit for Ad Valorem Taxes **(Line 18)**. **(Line 16 + Line 18)**
20	*Maximum Assessable Fee Per Service Unit*	Found by dividing the Recoverable Cost of the RIP and Financing **(Line 19)** by the Total Vehicle-Miles of New Demand Over Ten Years **(Line 8)**. **(Line 19 / Line 8)**

EXHIBIT 2

C. Financial Component of Impact Fee Determination

The impact fee determination method employed by J. Stowe & Co., is developed through a financial based model, which fully recognizes the requirements of Chapter 395, including the recognition of debt and/or non-debt funding, interest earnings, fund balances, and applicable credits associated with the use of ad valorem taxes. In developing the components of the financial model several assumptions must be made, including

- Funding;
  - Method of funding (i.e. debt or non-debt financing)
  - The level of funding (e.g. 50% debt / 50% non-debt)
  - Cost of financing
  - Debt repayment structure
- Timing and Level of Expenditures and Revenues
- Interest Earnings
- Annual Service Unit Growth
- Portion of Ad Valorem Tax Revenue Used to Fund Impact Fee Capital Improvements

While the assumptions employed in the maximum assessable impact fee determination provide a reasonable basis for forecasting, these assumptions may not necessarily reflect actual future conditions. To address this, Chapter 395 requires the monitoring of impact fees through the Capital Improvements Advisory Committee, and allows for the option to update or revise impact fees to reflect the actual implementation of the impact fee program.

Once the cost of capacity added that is attributable to growth (Table 8 line 11) is determined, it must then be decided how the cost will be funded, debt and/or non-debt. Based on discussions with City staff and in reflection of the City's historical practices, it is assumed that the City will debt finance 50% of the new impact fee projects and non-debt fund 50% of the new impact fee projects. For debt financing of the new impact fee projects, the cost of financing is based on estimates of future debt costs for bonds issued with 20-year terms, as shown in **Appendix E**. Debt service payments for each future debt issue are assumed to remain constant over the issue's term.

For projects that have been financed through existing debt issues, a weighted average cost of the City's outstanding GO/CO debt was used to determine financing costs for these projects. For projects during the 2003-2008 period, it was assumed that debt was issued in 2003. For projects during the 2008-2012 period, it was assumed that debt was issued in 2008. Debt service payments were assumed to be constant for these hypothetical debt issues.

Currently, the exact timing and annual level of capital expenditures over the 10-year forecast is indeterminate; therefore, it is assumed that capital expenditures will occur in equal amounts over the 10-year program period. It is also assumed that for debt financed new impact fee capital projects that debt will be issued in equal annual amounts for years 1 through 10 and expenditure of debt funds will occur over a two-year time period with Year 10 proceeds spent within a single year.

EXHIBIT 2

Table 8. Maximum Assessable Roadway Impact Fee

	SERVICE AREA:	A	B	C	D	E	F	G	H	I	J	K	L	M
1	TOTAL VEH-MI OF CAPACITY ADDED BY THE RIP (FROM RIP UNITS OF SUPPLY, **APPENDIX B**)	624	1,092	45,144	54,707	28,706	0	43,259	36,867	32,915	14,103	14,207	14,821	0
2	TOTAL VEH-MI OF EXISTING DEMAND (FROM RIP UNITS OF SUPPLY, **APPENDIX B**)	3	5	1,475	2,896	1,190	0	7,286	9,313	10,929	2,967	1,361	1,234	0
3	TOTAL VEH-MI OF EXISTING DEFICIENCIES (FROM EXISTING FACILITIES INVENTORY, **APPENDIX C**)	0	0	155	0	2,207	0	50	1,133	198	44	2	239	0
4	NET AMOUNT OF VEH-MI OF CAPACITY ADDED (LINE 1 - LINE 2 - LINE 3)	621	1,087	43,514	51,811	25,309	0	35,923	26,421	21,788	11,092	12,844	13,348	0
5	TOTAL COST OF THE RIP WITHIN SERVICE AREA (FROM **TABLE 4**)	$ 1,501,490	$ 1,750,415	$ 64,534,194	$ 89,996,431	$ 55,739,353	$ 9,615	$ 27,204,514	$ 21,332,344	$ 32,345,312	$ 17,202,358	$ 16,358,397	$ 18,559,984	$ 9,615
6	COST OF NET CAPACITY SUPPLIED (LINE 4 / LINE 1) * (LINE 5)	$ 1,494,271	$ 1,742,400	$ 62,204,078	$ 85,232,330	$ 49,143,290	$ -	$ 22,591,085	$ 15,287,977	$ 21,410,896	$ 13,529,643	$ 14,788,995	$ 16,715,381	$ -
7	COST TO MEET EXISTING NEEDS AND USAGE (LINE 5 - LINE 6)	$ 7,219	$ 8,015	$ 2,330,116	$ 4,764,101	$ 6,596,063	$ 9,615	$ 4,613,429	$ 6,044,367	$ 10,934,416	$ 3,672,715	$ 1,569,402	$ 1,844,603	$ 9,615
8	TOTAL VEH-MI OF NEW DEMAND OVER TEN YEARS (FROM **TABLE 7** and **Land Use Assumptions**)	0	2,192	15,134	20,187	7,870	0	38,168	38,438	25,470	16,849	9,056	677	0
9	PERCENT OF CAPACITY ADDED ATTRIBUTABLE TO GROWTH (LINE 8 / LINE 4)	0.0%	201.6%	34.7%	38.9%	31.0%	0.0%	106.2%	145.4%	116.8%	151.9%	70.5%	5.0%	0.0%
10	IF LINE 8 > LINE 4, REDUCE LINE 9 TO 100%, OTHERWISE NO CHANGE	0.0%	100.0%	34.7%	38.9%	31.0%	0.0%	100.0%	100.0%	100.0%	100.0%	70.5%	5.0%	0.0%
11	COST OF CAPACITY ADDED ATTRIBUTABLE TO GROWTH (LINE 6 * LINE 10)	$ -	$ 1,742,400	$ 21,584,815	$ 33,155,376	$ 15,234,420	$ -	$ 22,591,085	$ 15,287,977	$ 21,410,896	$ 13,529,643	$ 10,426,241	$ 835,769	$ -
12	PRINCIPAL PAID ON EXISTING DEBT FUNDED PROJECT COSTS (FROM **APPENDIX D**)		$ -	$ (92,997)	$ (503,220)	$ -		$ (587,605)	$ (1,480,339)	$ (3,015,847)	$ (940,339)	$ (248,062)	$ (15,112)	
13	FINANCING COSTS (FROM **APPENDIX D**)		$ 238,845	$ 2,965,721	$ 4,574,469	$ 2,084,546		$ 3,777,391	$ 2,312,920	$ 3,711,605	$ 2,718,278	$ 1,445,258	$ 115,494	
14	EXISTING FUND BALANCE (FROM **APPENDIX D**)		$ -	$ (511,016)	$ (784,214)	$ (85,229)		$ (168,403)	$ (155,834)	$ (1,812,501)	$ (710,292)	$ (354,289)	$ -	
15	INTEREST EARNINGS (FROM **APPENDIX D**)		$ (92,965)	$ (1,160,669)	$ (1,731,486)	$ (815,812)		$ (1,112,282)	$ (613,109)	$ (793,773)	$ (605,002)	$ (537,659)	$ (42,501)	
16	COST OF RIP AND FINANCING ATTRIBUTABLE TO GROWTH (LINE 11 + LINE 12 + LINE 13 + LINE 14 + LINE 15)	$ -	$ 1,888,280	$ 22,785,855	$ 34,710,925	$ 16,417,925	$ -	$ 24,500,186	$ 15,351,615	$ 19,500,380	$ 13,992,288	$ 10,731,489	$ 893,650	$ -
17	PRE-CREDIT MAX FEE PER SERVICE UNIT ($ PER VEH-MI) (LINE 16 / LINE 8)	$ -	$ 861	$ 1,506	$ 1,719	$ 2,086	$ -	$ 642	$ 399	$ 766	$ 830	$ 1,185	$ 1,320	$ -
18	CREDIT FOR AD VALOREM TAXES (FROM **APPENDIX D**)		$ (947)	$ (81,540)	$ (177,073)	$ (29,449)		$ (279,004)	$ (231,567)	$ (274,133)	$ (104,037)	$ (26,696)	$ (157)	
19	RECOVERABLE COST OF RIP AND FINANCING (LINE 16 + LINE 18)	$ -	$ 1,887,333	$ 22,704,315	$ 34,533,852	$ 16,388,476	$ -	$ 24,221,182	$ 15,120,047	$ 19,226,247	$ 13,888,250	$ 10,704,793	$ 893,493	$ -
20	MAX ASSESSABLE FEE PER SERVICE UNIT ($ PER VEH-MI) (LINE 19 / LINE 8)		$861	$1,500	$1,711	$2,082		$635	$393	$755	$824	$1,182	$1,320	

EXHIBIT 2

D. Service Unit Demand Per Unit of Development

The roadway impact fee is determined by multiplying the impact fee rate by the number of service units projected for the proposed development. For this purpose, the City utilizes the Land Use/Vehicle-Mile Equivalency Table (LUVMET), presented in **Table 9**. This table lists the predominant land uses that may occur within the City of McKinney. For each land use, the development unit that defines the development's magnitude with respect to transportation demand is shown. Although every possible use cannot be anticipated, the majority of uses are found in this table. If the exact use is not listed, one similar in trip-making characteristics can serve as a reasonable proxy. The individual land uses are grouped into categories, such as residential, office, commercial, industrial, and institutional.

The trip rates presented for each land use is a fundamental component of the LUVMET. The trip rate is the average number of trips generated during the afternoon peak hour by each land use per development unit. The next column, if applicable to the land use, presents the number of trips to and from certain land uses reduced by pass-by trips, as previously discussed.

The source of the trip generation and pass-by statistics is the *ITE Trip Generation Manual, 9th Edition*, the latest edition of the definitive source for trip generation data. This manual utilizes trip generation studies for a variety of land uses throughout the United States, and is the standard used by traffic engineers and transportation planners for traffic impact analysis, site design, and transportation planning.

To convert vehicle trips to vehicle-miles, it is necessary to multiply trips by trip length. The adjusted trip length values are based on the *Regional Origin-Destination Travel Survey* performed by the North Central Texas Council of Governments (NCTCOG). The other adjustment to trip length is the 50% origin-destination reduction to avoid double counting of trips. At this stage, another important aspect of the state law is applied – the limit on transportation service unit demand. If the adjusted trip length is above the maximum trip length within the service area, the maximum trip length used for calculation is reduced to the corresponding value. This reduction, as discussed previously, limits the maximum trip length to the approximate size of the service areas.

The remaining column in the LUVMET shows the vehicle-miles per development unit. This number is the product of the trip rate and the maximum trip length. This number, previously referred to as the *Transportation Demand Factor*, is used in the impact fee estimate to compute the number of service units consumed by each land use application. The number of service units is multiplied by the impact fee rate (established by City ordinance) in order to determine the impact fee for a development.

E. Land Use Descriptions

In the process of assessing and collecting roadway impact fees within the City of McKinney, there are instances in which questions have arisen as to the appropriate application of the Land Use / Vehicle-Mile Equivalency Table (LUVMET) when the type of land use may seem to fit into multiple categories. **Table 10** provides the City with a more detailed description of the various land uses for the *ITE Trip Generation Manual, 9th Edition* for a reference.

EXHIBIT 2

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Table 9.A. Service Area A - Land Use / Vehicle-Mile Equivalency Table

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	NCTCOG Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi) SA - A	Veh-Mi Per Dev-Unit SA - A
										0.30	
PORT AND TERMINAL											
Truck Terminal	030	Acres	6.55			6.55	10.02	50%	5.01	0.30	1.97
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.97			0.97	10.02	50%	5.01	0.30	0.29
General Heavy Industrial	120	1,000 SF GFA	0.68			0.68	10.02	50%	5.01	0.30	0.20
Industrial Park	130	1,000 SF GFA	0.85			0.85	10.02	50%	5.01	0.30	0.26
Warehousing	150	1,000 SF GFA	0.32			0.32	10.83	50%	5.42	0.30	0.10
Mini-Warehouse	151	1,000 SF GFA	0.26			0.26	10.83	50%	5.42	0.30	0.08
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	1.00			1.00	17.21	50%	8.61	0.30	0.30
Apartment/Multi-family	220	Dwelling Unit	0.62			0.62	17.21	50%	8.61	0.30	0.19
Residential Condominium/Townhome	230	Dwelling Unit	0.52			0.52	17.21	50%	8.61	0.30	0.16
Senior Adult Housing	252	Dwelling Unit	0.25			0.25	17.21	50%	8.61	0.30	0.08
Congregate Care Facility	253	Dwelling Unit	0.17			0.17	17.21	50%	8.61	0.30	0.05
Assisted Living	254	Beds	0.22			0.22	17.21	50%	8.61	0.30	0.07
LODGING											
Hotel	310	Rooms	0.60			0.60	6.43	50%	3.22	0.30	0.18
Motel / Other Lodging Facilities	320	Rooms	0.47			0.47	6.43	50%	3.22	0.30	0.14
RECREATIONAL											
Driving Range	432	Tees	1.25			1.25	6.43	50%	3.22	0.30	0.38
Golf Course	430	Acres	0.30			0.30	6.43	50%	3.22	0.30	0.09
Health/Rec. Clubs and Facilities	495	1,000 SF GFA	2.74			2.74	6.43	50%	3.22	0.30	0.82
Ice Rink	465	1,000 SF GFA	2.36			2.36	6.43	50%	3.22	0.30	0.71
Miniature Golf	431	Holes	0.33			0.33	6.43	50%	3.22	0.30	0.10
Multiplex Movie Theater	445	Screens	13.64			13.64	6.43	50%	3.22	0.30	4.09
Racquet / Tennis Club	491	Courts	3.35			3.35	6.43	50%	3.22	0.30	1.01
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.55			0.55	4.20	50%	2.10	0.30	0.17
Day Care Center	565	1,000 SF GFA	12.34	44%	B	6.91	4.20	50%	2.10	0.30	2.07
Primary/Middle School (1-8)	522	Students	0.16			0.16	4.20	50%	2.10	0.30	0.05
High School (9-12)	530	Students	0.13			0.13	4.20	50%	2.10	0.30	0.04
Jr / Community College	540	Students	0.12			0.12	4.20	50%	2.10	0.30	0.04
University / College	550	Students	0.17			0.17	4.20	50%	2.10	0.30	0.05
MEDICAL											
Clinic	630	1,000 SF GFA	5.18			5.18	7.55	50%	3.78	0.30	1.55
Hospital	610	Beds	1.42			1.42	7.55	50%	3.78	0.30	0.43
Nursing Home	620	Beds	0.22			0.22	7.55	50%	3.78	0.30	0.07
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	4.72	30%	B	3.30	7.55	50%	3.78	0.30	0.99
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.41			1.41	10.92	50%	5.46	0.30	0.42
General Office Building	710	1,000 SF GFA	1.49			1.49	10.92	50%	5.46	0.30	0.45
Medical/Dental Office	720	1,000 SF GFA	3.57			3.57	10.92	50%	5.46	0.30	1.07
Single Tenant Office Building	715	1,000 SF GFA	1.74			1.74	10.92	50%	5.46	0.30	0.52
Office Park	750	1,000 SF GFA	1.48			1.48	10.92	50%	5.46	0.30	0.44
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GLA	3.11	40%	B	1.87	6.43	50%	3.22	0.30	0.56
Automobile Parts Sales	843	1,000 SF GFA	5.98	43%	A	3.41	6.43	50%	3.22	0.30	1.02
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Positions	13.51	56%	B	5.94	1.20	50%	0.60	0.30	1.78
New and Used Car Sales	841	1,000 SF GFA	2.62	20%	B	2.10	6.43	50%	3.22	0.30	0.63
Quick Lubrication Vehicle Shop	941	Servicing Positions	5.19	40%	B	3.11	6.43	50%	3.22	0.30	0.93
Self-Service Car Wash	947	Stalls	5.54	40%	B	3.32	1.20	50%	0.60	0.30	1.00
Tire Store	848	1,000 SF GFA	4.15	0.28	A	2.99	6.43	0.50	3.22	0.30	0.90
Dining											
Fast Food Restaurant	934	1,000 SF GFA	32.65	50%	A	16.33	4.79	50%	2.40	0.30	4.90
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.85	43%	A	5.61	4.79	50%	2.40	0.30	1.68
Sit Down Restaurant	931	1,000 SF GFA	7.49	44%	A	4.19	4.79	50%	2.40	0.30	1.26
Other Retail											
Free-Standing Retail Store	815	1,000 SF GFA	4.98	30%	C	3.49	6.43	50%	3.22	0.30	1.05
Garden Center (Nursery)	817	1,000 SF GFA	6.94	30%	B	4.86	6.43	50%	3.22	0.30	1.46
Home Improvement Superstore	862	1,000 SF GFA	2.33	48%	A	1.21	6.43	50%	3.22	0.30	0.36
Pharmacy/Drugstore	881	1,000 SF GFA	9.91	49%	A	5.05	6.43	50%	3.22	0.30	1.52
Shopping Center	820	1,000 SF GLA	3.71	34%	A	2.45	6.43	50%	3.22	0.30	0.74
Supermarket	850	1,000 SF GFA	9.48	36%	A	6.07	6.43	50%	3.22	0.30	1.82
Toy/Children's Superstore	864	1,000 SF GFA	4.99	30%	B	3.49	6.43	50%	3.22	0.30	1.05
SERVICES											
Bank (Walk-In)	911	1,000 SF GFA	12.13	40%	B	7.28	3.39	50%	1.70	0.30	2.18
Bank (Drive In)	912	Drive-in Lanes	33.24	47%	A	17.62	3.39	50%	1.70	0.30	5.29

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 2nd Edition (June 2004)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

EXHIBIT 2

Table 9.B. Service Area B - Land Use / Vehicle-Mile Equivalency Table

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	NCTCOG Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi) SA - B	Veh-Mi Per Dev-Unit SA - B
										0.80	
PORT AND TERMINAL											
Truck Terminal	030	Acres	6.55			6.55	10.02	50%	5.01	0.80	5.24
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.97			0.97	10.02	50%	5.01	0.80	0.78
General Heavy Industrial	120	1,000 SF GFA	0.68			0.68	10.02	50%	5.01	0.80	0.54
Industrial Park	130	1,000 SF GFA	0.85			0.85	10.02	50%	5.01	0.80	0.68
Warehousing	150	1,000 SF GFA	0.32			0.32	10.83	50%	5.42	0.80	0.26
Mini-Warehouse	151	1,000 SF GFA	0.26			0.26	10.83	50%	5.42	0.80	0.21
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	1.00			1.00	17.21	50%	8.61	0.80	0.80
Apartment/Multi-family	220	Dwelling Unit	0.62			0.62	17.21	50%	8.61	0.80	0.50
Residential Condominium/Townhome	230	Dwelling Unit	0.52			0.52	17.21	50%	8.61	0.80	0.42
Senior Adult Housing	252	Dwelling Unit	0.25			0.25	17.21	50%	8.61	0.80	0.20
Congregate Care Facility	253	Dwelling Unit	0.17			0.17	17.21	50%	8.61	0.80	0.14
Assisted Living	254	Beds	0.22			0.22	17.21	50%	8.61	0.80	0.18
LODGING											
Hotel	310	Rooms	0.60			0.60	6.43	50%	3.22	0.80	0.48
Motel / Other Lodging Facilities	320	Rooms	0.47			0.47	6.43	50%	3.22	0.80	0.38
RECREATIONAL											
Driving Range	432	Tees	1.25			1.25	6.43	50%	3.22	0.80	1.00
Golf Course	430	Acres	0.30			0.30	6.43	50%	3.22	0.80	0.24
Health/Rec. Clubs and Facilities	495	1,000 SF GFA	2.74			2.74	6.43	50%	3.22	0.80	2.19
Ice Rink	465	1,000 SF GFA	2.36			2.36	6.43	50%	3.22	0.80	1.89
Miniature Golf	431	Holes	0.33			0.33	6.43	50%	3.22	0.80	0.26
Multiplex Movie Theater	445	Screens	13.64			13.64	6.43	50%	3.22	0.80	10.91
Racquet / Tennis Club	491	Courts	3.35			3.35	6.43	50%	3.22	0.80	2.68
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.55			0.55	4.20	50%	2.10	0.80	0.44
Day Care Center	565	1,000 SF GFA	12.34	44%	B	6.91	4.20	50%	2.10	0.80	5.53
Primary/Middle School (1-8)	522	Students	0.16			0.16	4.20	50%	2.10	0.80	0.13
High School (9-12)	530	Students	0.13			0.13	4.20	50%	2.10	0.80	0.10
Jr / Community College	540	Students	0.12			0.12	4.20	50%	2.10	0.80	0.10
University / College	550	Students	0.17			0.17	4.20	50%	2.10	0.80	0.14
MEDICAL											
Clinic	630	1,000 SF GFA	5.18			5.18	7.55	50%	3.78	0.80	4.14
Hospital	610	Beds	1.42			1.42	7.55	50%	3.78	0.80	1.14
Nursing Home	620	Beds	0.22			0.22	7.55	50%	3.78	0.80	0.18
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	4.72	30%	B	3.30	7.55	50%	3.78	0.80	2.64
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.41			1.41	10.92	50%	5.46	0.80	1.13
General Office Building	710	1,000 SF GFA	1.49			1.49	10.92	50%	5.46	0.80	1.19
Medical/Dental Office	720	1,000 SF GFA	3.57			3.57	10.92	50%	5.46	0.80	2.86
Single Tenant Office Building	715	1,000 SF GFA	1.74			1.74	10.92	50%	5.46	0.80	1.39
Office Park	750	1,000 SF GFA	1.48			1.48	10.92	50%	5.46	0.80	1.18
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GLA	3.11	40%	B	1.87	6.43	50%	3.22	0.80	1.50
Automobile Parts Sales	843	1,000 SF GFA	5.98	43%	A	3.41	6.43	50%	3.22	0.80	2.73
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Positions	13.51	56%	B	5.94	1.20	50%	0.60	0.60	3.56
New and Used Car Sales	841	1,000 SF GFA	2.62	20%	B	2.10	6.43	50%	3.22	0.80	1.68
Quick Lubrication Vehicle Shop	941	Servicing Positions	5.19	40%	B	3.11	6.43	50%	3.22	0.80	2.49
Self-Service Car Wash	947	Stalls	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	4.15	0.28	A	2.99	6.43	0.50	3.22	0.80	2.39
Dining											
Fast Food Restaurant	934	1,000 SF GFA	32.65	50%	A	16.33	4.79	50%	2.40	0.80	13.06
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.85	43%	A	5.61	4.79	50%	2.40	0.80	4.49
Sit Down Restaurant	931	1,000 SF GFA	7.49	44%	A	4.19	4.79	50%	2.40	0.80	3.35
Other Retail											
Free-Standing Retail Store	815	1,000 SF GFA	4.98	30%	C	3.49	6.43	50%	3.22	0.80	2.79
Garden Center (Nursery)	817	1,000 SF GFA	6.94	30%	B	4.86	6.43	50%	3.22	0.80	3.89
Home Improvement Superstore	862	1,000 SF GFA	2.33	48%	A	1.21	6.43	50%	3.22	0.80	0.97
Pharmacy/Drugstore	881	1,000 SF GFA	9.91	49%	A	5.05	6.43	50%	3.22	0.80	4.04
Shopping Center	820	1,000 SF GLA	3.71	34%	A	2.45	6.43	50%	3.22	0.80	1.96
Supermarket	850	1,000 SF GFA	9.48	36%	A	6.07	6.43	50%	3.22	0.80	4.86
Toy/Children's Superstore	864	1,000 SF GFA	4.99	30%	B	3.49	6.43	50%	3.22	0.80	2.79
SERVICES											
Bank (Walk-In)	911	1,000 SF GFA	12.13	40%	B	7.28	3.39	50%	1.70	0.80	5.82
Bank (Drive In)	912	Drive-in Lanes	33.24	47%	A	17.62	3.39	50%	1.70	0.80	14.10

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 2nd Edition (June 2004)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

EXHIBIT 2

Table 9.C. Service Area C - Land Use / Vehicle-Mile Equivalency Table

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	NCTCOG Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi) SA - C	Veh-Mi Per Dev-Unit SA - C
										3.10	
PORT AND TERMINAL											
Truck Terminal	030	Acres	6.55			6.55	10.02	50%	5.01	3.10	20.31
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.97			0.97	10.02	50%	5.01	3.10	3.01
General Heavy Industrial	120	1,000 SF GFA	0.68			0.68	10.02	50%	5.01	3.10	2.11
Industrial Park	130	1,000 SF GFA	0.85			0.85	10.02	50%	5.01	3.10	2.64
Warehousing	150	1,000 SF GFA	0.32			0.32	10.83	50%	5.42	3.10	0.99
Mini-Warehouse	151	1,000 SF GFA	0.26			0.26	10.83	50%	5.42	3.10	0.81
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	1.00			1.00	17.21	50%	8.61	3.10	3.10
Apartment/Multi-family	220	Dwelling Unit	0.62			0.62	17.21	50%	8.61	3.10	1.92
Residential Condominium/Townhome	230	Dwelling Unit	0.52			0.52	17.21	50%	8.61	3.10	1.61
Senior Adult Housing	252	Dwelling Unit	0.25			0.25	17.21	50%	8.61	3.10	0.78
Congregate Care Facility	253	Dwelling Unit	0.17			0.17	17.21	50%	8.61	3.10	0.53
Assisted Living	254	Beds	0.22			0.22	17.21	50%	8.61	3.10	0.68
LODGING											
Hotel	310	Rooms	0.60			0.60	6.43	50%	3.22	3.10	1.86
Motel / Other Lodging Facilities	320	Rooms	0.47			0.47	6.43	50%	3.22	3.10	1.46
RECREATIONAL											
Driving Range	432	Tees	1.25			1.25	6.43	50%	3.22	3.10	3.88
Golf Course	430	Acres	0.30			0.30	6.43	50%	3.22	3.10	0.93
Health/Rec. Clubs and Facilities	495	1,000 SF GFA	2.74			2.74	6.43	50%	3.22	3.10	8.49
Ice Rink	465	1,000 SF GFA	2.36			2.36	6.43	50%	3.22	3.10	7.32
Miniature Golf	431	Holes	0.33			0.33	6.43	50%	3.22	3.10	1.02
Multiplex Movie Theater	445	Screens	13.64			13.64	6.43	50%	3.22	3.10	42.28
Racquet / Tennis Club	491	Courts	3.35			3.35	6.43	50%	3.22	3.10	10.39
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.55			0.55	4.20	50%	2.10	2.10	1.16
Day Care Center	565	1,000 SF GFA	12.34	44%	B	6.91	4.20	50%	2.10	2.10	14.51
Primary/Middle School (1-8)	522	Students	0.16			0.16	4.20	50%	2.10	2.10	0.34
High School (9-12)	530	Students	0.13			0.13	4.20	50%	2.10	2.10	0.27
Jr / Community College	540	Students	0.12			0.12	4.20	50%	2.10	2.10	0.25
University / College	550	Students	0.17			0.17	4.20	50%	2.10	2.10	0.36
MEDICAL											
Clinic	630	1,000 SF GFA	5.18			5.18	7.55	50%	3.78	3.10	16.06
Hospital	610	Beds	1.42			1.42	7.55	50%	3.78	3.10	4.40
Nursing Home	620	Beds	0.22			0.22	7.55	50%	3.78	3.10	0.68
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	4.72	30%	B	3.30	7.55	50%	3.78	3.10	10.23
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.41			1.41	10.92	50%	5.46	3.10	4.37
General Office Building	710	1,000 SF GFA	1.49			1.49	10.92	50%	5.46	3.10	4.62
Medical/Dental Office	720	1,000 SF GFA	3.57			3.57	10.92	50%	5.46	3.10	11.07
Single Tenant Office Building	715	1,000 SF GFA	1.74			1.74	10.92	50%	5.46	3.10	5.39
Office Park	750	1,000 SF GFA	1.48			1.48	10.92	50%	5.46	3.10	4.59
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GLA	3.11	40%	B	1.87	6.43	50%	3.22	3.10	5.80
Automobile Parts Sales	843	1,000 SF GFA	5.98	43%	A	3.41	6.43	50%	3.22	3.10	10.57
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Positions	13.51	56%	B	5.94	1.20	50%	0.60	0.60	3.56
New and Used Car Sales	841	1,000 SF GFA	2.62	20%	B	2.10	6.43	50%	3.22	3.10	6.51
Quick Lubrication Vehicle Shop	941	Servicing Positions	5.19	40%	B	3.11	6.43	50%	3.22	3.10	9.64
Self-Service Car Wash	947	Stalls	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	4.15	0.28	A	2.99	6.43	0.50	3.22	3.10	9.27
Dining											
Fast Food Restaurant	934	1,000 SF GFA	32.65	50%	A	16.33	4.79	50%	2.40	2.40	39.19
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.85	43%	A	5.61	4.79	50%	2.40	2.40	13.46
Sit Down Restaurant	931	1,000 SF GFA	7.49	44%	A	4.19	4.79	50%	2.40	2.40	10.06
Other Retail											
Free-Standing Retail Store	815	1,000 SF GFA	4.98	30%	C	3.49	6.43	50%	3.22	3.10	10.82
Garden Center (Nursery)	817	1,000 SF GFA	6.94	30%	B	4.86	6.43	50%	3.22	3.10	15.07
Home Improvement Superstore	862	1,000 SF GFA	2.33	48%	A	1.21	6.43	50%	3.22	3.10	3.75
Pharmacy/Drugstore	881	1,000 SF GFA	9.91	49%	A	5.05	6.43	50%	3.22	3.10	15.66
Shopping Center	820	1,000 SF GLA	3.71	34%	A	2.45	6.43	50%	3.22	3.10	7.60
Supermarket	850	1,000 SF GFA	9.48	36%	A	6.07	6.43	50%	3.22	3.10	18.82
Toy/Children's Superstore	864	1,000 SF GFA	4.99	30%	B	3.49	6.43	50%	3.22	3.10	10.82
SERVICES											
Bank (Walk-In)	911	1,000 SF GFA	12.13	40%	B	7.28	3.39	50%	1.70	1.70	12.38
Bank (Drive In)	912	Drive-in Lanes	33.24	47%	A	17.62	3.39	50%	1.70	1.70	29.95

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 2nd Edition (June 2004)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

EXHIBIT 2

Kimley-Horn and Associates, Inc.

McKINNEY TEXAS Unique by nature.

Table 9.D. Service Area D - Land Use / Vehicle-Mile Equivalency Table

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	NCTCOG Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi) SA - D	Veh-Mi Per Dev-Unit SA - D
										5.80	
PORT AND TERMINAL											
Truck Terminal	030	Acres	6.55			6.55	10.02	50%	5.01	5.01	32.82
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.97			0.97	10.02	50%	5.01	5.01	4.86
General Heavy Industrial	120	1,000 SF GFA	0.68			0.68	10.02	50%	5.01	5.01	3.41
Industrial Park	130	1,000 SF GFA	0.85			0.85	10.02	50%	5.01	5.01	4.26
Warehousing	150	1,000 SF GFA	0.32			0.32	10.83	50%	5.42	5.42	1.73
Mini-Warehouse	151	1,000 SF GFA	0.26			0.26	10.83	50%	5.42	5.42	1.41
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	1.00			1.00	17.21	50%	8.61	5.80	5.80
Apartment/Multi-family	220	Dwelling Unit	0.62			0.62	17.21	50%	8.61	5.80	3.60
Residential Condominium/Townhome	230	Dwelling Unit	0.52			0.52	17.21	50%	8.61	5.80	3.02
Senior Adult Housing	252	Dwelling Unit	0.25			0.25	17.21	50%	8.61	5.80	1.45
Congregate Care Facility	253	Dwelling Unit	0.17			0.17	17.21	50%	8.61	5.80	0.99
Assisted Living	254	Beds	0.22			0.22	17.21	50%	8.61	5.80	1.28
LODGING											
Hotel	310	Rooms	0.60			0.60	6.43	50%	3.22	3.22	1.93
Motel / Other Lodging Facilities	320	Rooms	0.47			0.47	6.43	50%	3.22	3.22	1.51
RECREATIONAL											
Driving Range	432	Tees	1.25			1.25	6.43	50%	3.22	3.22	4.03
Golf Course	430	Acres	0.30			0.30	6.43	50%	3.22	3.22	0.97
Health/Rec. Clubs and Facilities	495	1,000 SF GFA	2.74			2.74	6.43	50%	3.22	3.22	8.82
Ice Rink	465	1,000 SF GFA	2.36			2.36	6.43	50%	3.22	3.22	7.60
Miniature Golf	431	Holes	0.33			0.33	6.43	50%	3.22	3.22	1.06
Multiplex Movie Theater	445	Screens	13.64			13.64	6.43	50%	3.22	3.22	43.92
Racquet / Tennis Club	491	Courts	3.35			3.35	6.43	50%	3.22	3.22	10.79
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.55			0.55	4.20	50%	2.10	2.10	1.16
Day Care Center	565	1,000 SF GFA	12.34	44%	B	6.91	4.20	50%	2.10	2.10	14.51
Primary/Middle School (1-8)	522	Students	0.16			0.16	4.20	50%	2.10	2.10	0.34
High School (9-12)	530	Students	0.13			0.13	4.20	50%	2.10	2.10	0.27
Jr / Community College	540	Students	0.12			0.12	4.20	50%	2.10	2.10	0.25
University / College	550	Students	0.17			0.17	4.20	50%	2.10	2.10	0.36
MEDICAL											
Clinic	630	1,000 SF GFA	5.18			5.18	7.55	50%	3.78	3.78	19.58
Hospital	610	Beds	1.42			1.42	7.55	50%	3.78	3.78	5.37
Nursing Home	620	Beds	0.22			0.22	7.55	50%	3.78	3.78	0.83
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	4.72	30%	B	3.30	7.55	50%	3.78	3.78	12.47
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.41			1.41	10.92	50%	5.46	5.46	7.70
General Office Building	710	1,000 SF GFA	1.49			1.49	10.92	50%	5.46	5.46	8.14
Medical/Dental Office	720	1,000 SF GFA	3.57			3.57	10.92	50%	5.46	5.46	19.49
Single Tenant Office Building	715	1,000 SF GFA	1.74			1.74	10.92	50%	5.46	5.46	9.50
Office Park	750	1,000 SF GFA	1.48			1.48	10.92	50%	5.46	5.46	8.08
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GLA	3.11	40%	B	1.87	6.43	50%	3.22	3.22	6.02
Automobile Parts Sales	843	1,000 SF GFA	5.98	43%	A	3.41	6.43	50%	3.22	3.22	10.98
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Positions	13.51	56%	B	5.94	1.20	50%	0.60	0.60	3.56
New and Used Car Sales	841	1,000 SF GFA	2.62	20%	B	2.10	6.43	50%	3.22	3.22	6.76
Quick Lubrication Vehicle Shop	941	Servicing Positions	5.19	40%	B	3.11	6.43	50%	3.22	3.22	10.01
Self-Service Car Wash	947	Stalls	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	4.15	0.28	A	2.99	6.43	0.50	3.22	3.22	9.63
Dining											
Fast Food Restaurant	934	1,000 SF GFA	32.65	50%	A	16.33	4.79	50%	2.40	2.40	39.19
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.85	43%	A	5.61	4.79	50%	2.40	2.40	13.46
Sit Down Restaurant	931	1,000 SF GFA	7.49	44%	A	4.19	4.79	50%	2.40	2.40	10.06
Other Retail											
Free-Standing Retail Store	815	1,000 SF GFA	4.98	30%	C	3.49	6.43	50%	3.22	3.22	11.24
Garden Center (Nursery)	817	1,000 SF GFA	6.94	30%	B	4.86	6.43	50%	3.22	3.22	15.65
Home Improvement Superstore	862	1,000 SF GFA	2.33	48%	A	1.21	6.43	50%	3.22	3.22	3.90
Pharmacy/Drugstore	881	1,000 SF GFA	9.91	49%	A	5.05	6.43	50%	3.22	3.22	16.26
Shopping Center	820	1,000 SF GLA	3.71	34%	A	2.45	6.43	50%	3.22	3.22	7.89
Supermarket	850	1,000 SF GFA	9.48	36%	A	6.07	6.43	50%	3.22	3.22	19.55
Toy/Children's Superstore	864	1,000 SF GFA	4.99	30%	B	3.49	6.43	50%	3.22	3.22	11.24
SERVICES											
Bank (Walk-In)	911	1,000 SF GFA	12.13	40%	B	7.28	3.39	50%	1.70	1.70	12.38
Bank (Drive In)	912	Drive-in Lanes	33.24	47%	A	17.62	3.39	50%	1.70	1.70	29.95

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 2nd Edition (June 2004)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

EXHIBIT 2

Table 9.E. Service Area E - Land Use / Vehicle-Mile Equivalency Table

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	NCTCOG Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi) SA - E	Veh-Mi Per Dev-Unit SA - E
										4.80	
PORT AND TERMINAL											
Truck Terminal	030	Acres	6.55			6.55	10.02	50%	5.01	4.80	31.44
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.97			0.97	10.02	50%	5.01	4.80	4.66
General Heavy Industrial	120	1,000 SF GFA	0.68			0.68	10.02	50%	5.01	4.80	3.26
Industrial Park	130	1,000 SF GFA	0.85			0.85	10.02	50%	5.01	4.80	4.08
Warehousing	150	1,000 SF GFA	0.32			0.32	10.83	50%	5.42	4.80	1.54
Mini-Warehouse	151	1,000 SF GFA	0.26			0.26	10.83	50%	5.42	4.80	1.25
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	1.00			1.00	17.21	50%	8.61	4.80	4.80
Apartment/Multi-family	220	Dwelling Unit	0.62			0.62	17.21	50%	8.61	4.80	2.98
Residential Condominium/Townhome	230	Dwelling Unit	0.52			0.52	17.21	50%	8.61	4.80	2.50
Senior Adult Housing	252	Dwelling Unit	0.25			0.25	17.21	50%	8.61	4.80	1.20
Congregate Care Facility	253	Dwelling Unit	0.17			0.17	17.21	50%	8.61	4.80	0.82
Assisted Living	254	Beds	0.22			0.22	17.21	50%	8.61	4.80	1.06
LODGING											
Hotel	310	Rooms	0.60			0.60	6.43	50%	3.22	3.22	1.93
Motel / Other Lodging Facilities	320	Rooms	0.47			0.47	6.43	50%	3.22	3.22	1.51
RECREATIONAL											
Driving Range	432	Tees	1.25			1.25	6.43	50%	3.22	3.22	4.03
Golf Course	430	Acres	0.30			0.30	6.43	50%	3.22	3.22	0.97
Health/Rec. Clubs and Facilities	495	1,000 SF GFA	2.74			2.74	6.43	50%	3.22	3.22	8.82
Ice Rink	465	1,000 SF GFA	2.36			2.36	6.43	50%	3.22	3.22	7.60
Miniature Golf	431	Holes	0.33			0.33	6.43	50%	3.22	3.22	1.06
Multiplex Movie Theater	445	Screens	13.64			13.64	6.43	50%	3.22	3.22	43.92
Racquet / Tennis Club	491	Courts	3.35			3.35	6.43	50%	3.22	3.22	10.79
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.55			0.55	4.20	50%	2.10	2.10	1.16
Day Care Center	565	1,000 SF GFA	12.34	44%	B	6.91	4.20	50%	2.10	2.10	14.51
Primary/Middle School (1-8)	522	Students	0.16			0.16	4.20	50%	2.10	2.10	0.34
High School (9-12)	530	Students	0.13			0.13	4.20	50%	2.10	2.10	0.27
Jr / Community College	540	Students	0.12			0.12	4.20	50%	2.10	2.10	0.25
University / College	550	Students	0.17			0.17	4.20	50%	2.10	2.10	0.36
MEDICAL											
Clinic	630	1,000 SF GFA	5.18			5.18	7.55	50%	3.78	3.78	19.58
Hospital	610	Beds	1.42			1.42	7.55	50%	3.78	3.78	5.37
Nursing Home	620	Beds	0.22			0.22	7.55	50%	3.78	3.78	0.83
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	4.72	30%	B	3.30	7.55	50%	3.78	3.78	12.47
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.41			1.41	10.92	50%	5.46	4.80	6.77
General Office Building	710	1,000 SF GFA	1.49			1.49	10.92	50%	5.46	4.80	7.15
Medical/Dental Office	720	1,000 SF GFA	3.57			3.57	10.92	50%	5.46	4.80	17.14
Single Tenant Office Building	715	1,000 SF GFA	1.74			1.74	10.92	50%	5.46	4.80	8.35
Office Park	750	1,000 SF GFA	1.48			1.48	10.92	50%	5.46	4.80	7.10
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GLA	3.11	40%	B	1.87	6.43	50%	3.22	3.22	6.02
Automobile Parts Sales	843	1,000 SF GFA	5.98	43%	A	3.41	6.43	50%	3.22	3.22	10.98
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Positions	13.51	56%	B	5.94	1.20	50%	0.60	0.60	3.56
New and Used Car Sales	841	1,000 SF GFA	2.62	20%	B	2.10	6.43	50%	3.22	3.22	6.76
Quick Lubrication Vehicle Shop	941	Servicing Positions	5.19	40%	B	3.11	6.43	50%	3.22	3.22	10.01
Self-Service Car Wash	947	Stalls	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	4.15	0.28	A	2.99	6.43	0.50	3.22	3.22	9.63
Dining											
Fast Food Restaurant	934	1,000 SF GFA	32.65	50%	A	16.33	4.79	50%	2.40	2.40	39.19
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.85	43%	A	5.61	4.79	50%	2.40	2.40	13.46
Sit Down Restaurant	931	1,000 SF GFA	7.49	44%	A	4.19	4.79	50%	2.40	2.40	10.06
Other Retail											
Free-Standing Retail Store	815	1,000 SF GFA	4.98	30%	C	3.49	6.43	50%	3.22	3.22	11.24
Garden Center (Nursery)	817	1,000 SF GFA	6.94	30%	B	4.86	6.43	50%	3.22	3.22	15.65
Home Improvement Superstore	862	1,000 SF GFA	2.33	48%	A	1.21	6.43	50%	3.22	3.22	3.90
Pharmacy/Drugstore	881	1,000 SF GFA	9.91	49%	A	5.05	6.43	50%	3.22	3.22	16.26
Shopping Center	820	1,000 SF GLA	3.71	34%	A	2.45	6.43	50%	3.22	3.22	7.89
Supermarket	850	1,000 SF GFA	9.48	36%	A	6.07	6.43	50%	3.22	3.22	19.55
Toy/Children's Superstore	864	1,000 SF GFA	4.99	30%	B	3.49	6.43	50%	3.22	3.22	11.24
SERVICES											
Bank (Walk-In)	911	1,000 SF GFA	12.13	40%	B	7.28	3.39	50%	1.70	1.70	12.38
Bank (Drive In)	912	Drive-in Lanes	33.24	47%	A	17.62	3.39	50%	1.70	1.70	29.95

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 2nd Edition (June 2004)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

EXHIBIT 2

Kimley-Horn and Associates, Inc.

McKINNEY TEXAS Unique by nature.

Table 9.F. Service Area F - Land Use / Vehicle-Mile Equivalency Table

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	NCTCOG Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi) SA - F	Veh-Mi Per Dev-Unit SA - F
										0.00	
PORT AND TERMINAL											
Truck Terminal	030	Acres	6.55			6.55	10.02	50%	5.01	0.00	0.00
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.97			0.97	10.02	50%	5.01	0.00	0.00
General Heavy Industrial	120	1,000 SF GFA	0.68			0.68	10.02	50%	5.01	0.00	0.00
Industrial Park	130	1,000 SF GFA	0.85			0.85	10.02	50%	5.01	0.00	0.00
Warehousing	150	1,000 SF GFA	0.32			0.32	10.83	50%	5.42	0.00	0.00
Mini-Warehouse	151	1,000 SF GFA	0.26			0.26	10.83	50%	5.42	0.00	0.00
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	1.00			1.00	17.21	50%	8.61	0.00	0.00
Apartment/Multi-family	220	Dwelling Unit	0.62			0.62	17.21	50%	8.61	0.00	0.00
Residential Condominium/Townhome	230	Dwelling Unit	0.52			0.52	17.21	50%	8.61	0.00	0.00
Senior Adult Housing	252	Dwelling Unit	0.25			0.25	17.21	50%	8.61	0.00	0.00
Congregate Care Facility	253	Dwelling Unit	0.17			0.17	17.21	50%	8.61	0.00	0.00
Assisted Living	254	Beds	0.22			0.22	17.21	50%	8.61	0.00	0.00
LODGING											
Hotel	310	Rooms	0.60			0.60	6.43	50%	3.22	0.00	0.00
Motel / Other Lodging Facilities	320	Rooms	0.47			0.47	6.43	50%	3.22	0.00	0.00
RECREATIONAL											
Driving Range	432	Tees	1.25			1.25	6.43	50%	3.22	0.00	0.00
Golf Course	430	Acres	0.30			0.30	6.43	50%	3.22	0.00	0.00
Health/Rec. Clubs and Facilities	495	1,000 SF GFA	2.74			2.74	6.43	50%	3.22	0.00	0.00
Ice Rink	465	1,000 SF GFA	2.36			2.36	6.43	50%	3.22	0.00	0.00
Miniature Golf	431	Holes	0.33			0.33	6.43	50%	3.22	0.00	0.00
Multiplex Movie Theater	445	Screens	13.64			13.64	6.43	50%	3.22	0.00	0.00
Racquet / Tennis Club	491	Courts	3.35			3.35	6.43	50%	3.22	0.00	0.00
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.55			0.55	4.20	50%	2.10	0.00	0.00
Day Care Center	565	1,000 SF GFA	12.34	44%	B	6.91	4.20	50%	2.10	0.00	0.00
Primary/Middle School (1-8)	522	Students	0.16			0.16	4.20	50%	2.10	0.00	0.00
High School (9-12)	530	Students	0.13			0.13	4.20	50%	2.10	0.00	0.00
Jr / Community College	540	Students	0.12			0.12	4.20	50%	2.10	0.00	0.00
University / College	550	Students	0.17			0.17	4.20	50%	2.10	0.00	0.00
MEDICAL											
Clinic	630	1,000 SF GFA	5.18			5.18	7.55	50%	3.78	0.00	0.00
Hospital	610	Beds	1.42			1.42	7.55	50%	3.78	0.00	0.00
Nursing Home	620	Beds	0.22			0.22	7.55	50%	3.78	0.00	0.00
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	4.72	30%	B	3.30	7.55	50%	3.78	0.00	0.00
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.41			1.41	10.92	50%	5.46	0.00	0.00
General Office Building	710	1,000 SF GFA	1.49			1.49	10.92	50%	5.46	0.00	0.00
Medical/Dental Office	720	1,000 SF GFA	3.57			3.57	10.92	50%	5.46	0.00	0.00
Single Tenant Office Building	715	1,000 SF GFA	1.74			1.74	10.92	50%	5.46	0.00	0.00
Office Park	750	1,000 SF GFA	1.48			1.48	10.92	50%	5.46	0.00	0.00
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GLA	3.11	40%	B	1.87	6.43	50%	3.22	0.00	0.00
Automobile Parts Sales	843	1,000 SF GFA	5.98	43%	A	3.41	6.43	50%	3.22	0.00	0.00
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Positions	13.51	56%	B	5.94	1.20	50%	0.60	0.00	0.00
New and Used Car Sales	841	1,000 SF GFA	2.62	20%	B	2.10	6.43	50%	3.22	0.00	0.00
Quick Lubrication Vehicle Shop	941	Servicing Positions	5.19	40%	B	3.11	6.43	50%	3.22	0.00	0.00
Self-Service Car Wash	947	Stalls	5.54	40%	B	3.32	1.20	50%	0.60	0.00	0.00
Tire Store	848	1,000 SF GFA	4.15	0.28	A	2.99	6.43	0.50	3.22	0.00	0.00
Dining											
Fast Food Restaurant	934	1,000 SF GFA	32.65	50%	A	16.33	4.79	50%	2.40	0.00	0.00
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.85	43%	A	5.61	4.79	50%	2.40	0.00	0.00
Sit Down Restaurant	931	1,000 SF GFA	7.49	44%	A	4.19	4.79	50%	2.40	0.00	0.00
Other Retail											
Free-Standing Retail Store	815	1,000 SF GFA	4.98	30%	C	3.49	6.43	50%	3.22	0.00	0.00
Garden Center (Nursery)	817	1,000 SF GFA	6.94	30%	B	4.86	6.43	50%	3.22	0.00	0.00
Home Improvement Superstore	862	1,000 SF GFA	2.33	48%	A	1.21	6.43	50%	3.22	0.00	0.00
Pharmacy/Drugstore	881	1,000 SF GFA	9.91	49%	A	5.05	6.43	50%	3.22	0.00	0.00
Shopping Center	820	1,000 SF GLA	3.71	34%	A	2.45	6.43	50%	3.22	0.00	0.00
Supermarket	850	1,000 SF GFA	9.48	36%	A	6.07	6.43	50%	3.22	0.00	0.00
Toy/Children's Superstore	864	1,000 SF GFA	4.99	30%	B	3.49	6.43	50%	3.22	0.00	0.00
SERVICES											
Bank (Walk-In)	911	1,000 SF GFA	12.13	40%	B	7.28	3.39	50%	1.70	0.00	0.00
Bank (Drive In)	912	Drive-in Lanes	33.24	47%	A	17.62	3.39	50%	1.70	0.00	0.00

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 2nd Edition (June 2004)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

EXHIBIT 2

Kimley-Horn and Associates, Inc.

McKINNEY TEXAS Unique by nature.

Table 9.G. Service Area G - Land Use / Vehicle-Mile Equivalency Table

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	NCTCOG Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi) SA - G	Veh-Mi Per Dev-Unit SA - G
										6.00	
PORT AND TERMINAL											
Truck Terminal	030	Acres	6.55			6.55	10.02	50%	5.01	5.01	32.82
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.97			0.97	10.02	50%	5.01	5.01	4.86
General Heavy Industrial	120	1,000 SF GFA	0.68			0.68	10.02	50%	5.01	5.01	3.41
Industrial Park	130	1,000 SF GFA	0.85			0.85	10.02	50%	5.01	5.01	4.26
Warehousing	150	1,000 SF GFA	0.32			0.32	10.83	50%	5.42	5.42	1.73
Mini-Warehouse	151	1,000 SF GFA	0.26			0.26	10.83	50%	5.42	5.42	1.41
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	1.00			1.00	17.21	50%	8.61	6.00	6.00
Apartment/Multi-family	220	Dwelling Unit	0.62			0.62	17.21	50%	8.61	6.00	3.72
Residential Condominium/Townhome	230	Dwelling Unit	0.52			0.52	17.21	50%	8.61	6.00	3.12
Senior Adult Housing	252	Dwelling Unit	0.25			0.25	17.21	50%	8.61	6.00	1.50
Congregate Care Facility	253	Dwelling Unit	0.17			0.17	17.21	50%	8.61	6.00	1.02
Assisted Living	254	Beds	0.22			0.22	17.21	50%	8.61	6.00	1.32
LODGING											
Hotel	310	Rooms	0.60			0.60	6.43	50%	3.22	3.22	1.93
Motel / Other Lodging Facilities	320	Rooms	0.47			0.47	6.43	50%	3.22	3.22	1.51
RECREATIONAL											
Driving Range	432	Tees	1.25			1.25	6.43	50%	3.22	3.22	4.03
Golf Course	430	Acres	0.30			0.30	6.43	50%	3.22	3.22	0.97
Health/Rec. Clubs and Facilities	495	1,000 SF GFA	2.74			2.74	6.43	50%	3.22	3.22	8.82
Ice Rink	465	1,000 SF GFA	2.36			2.36	6.43	50%	3.22	3.22	7.60
Miniature Golf	431	Holes	0.33			0.33	6.43	50%	3.22	3.22	1.06
Multiplex Movie Theater	445	Screens	13.64			13.64	6.43	50%	3.22	3.22	43.92
Racquet / Tennis Club	491	Courts	3.35			3.35	6.43	50%	3.22	3.22	10.79
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.55			0.55	4.20	50%	2.10	2.10	1.16
Day Care Center	565	1,000 SF GFA	12.34	44%	B	6.91	4.20	50%	2.10	2.10	14.51
Primary/Middle School (1-8)	522	Students	0.16			0.16	4.20	50%	2.10	2.10	0.34
High School (9-12)	530	Students	0.13			0.13	4.20	50%	2.10	2.10	0.27
Jr / Community College	540	Students	0.12			0.12	4.20	50%	2.10	2.10	0.25
University / College	550	Students	0.17			0.17	4.20	50%	2.10	2.10	0.36
MEDICAL											
Clinic	630	1,000 SF GFA	5.18			5.18	7.55	50%	3.78	3.78	19.58
Hospital	610	Beds	1.42			1.42	7.55	50%	3.78	3.78	5.37
Nursing Home	620	Beds	0.22			0.22	7.55	50%	3.78	3.78	0.83
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	4.72	30%	B	3.30	7.55	50%	3.78	3.78	12.47
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.41			1.41	10.92	50%	5.46	5.46	7.70
General Office Building	710	1,000 SF GFA	1.49			1.49	10.92	50%	5.46	5.46	8.14
Medical/Dental Office	720	1,000 SF GFA	3.57			3.57	10.92	50%	5.46	5.46	19.49
Single Tenant Office Building	715	1,000 SF GFA	1.74			1.74	10.92	50%	5.46	5.46	9.50
Office Park	750	1,000 SF GFA	1.48			1.48	10.92	50%	5.46	5.46	8.08
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GLA	3.11	40%	B	1.87	6.43	50%	3.22	3.22	6.02
Automobile Parts Sales	843	1,000 SF GFA	5.98	43%	A	3.41	6.43	50%	3.22	3.22	10.98
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Positions	13.51	56%	B	5.94	1.20	50%	0.60	0.60	3.56
New and Used Car Sales	841	1,000 SF GFA	2.62	20%	B	2.10	6.43	50%	3.22	3.22	6.76
Quick Lubrication Vehicle Shop	941	Servicing Positions	5.19	40%	B	3.11	6.43	50%	3.22	3.22	10.01
Self-Service Car Wash	947	Stalls	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	4.15	0.28	A	2.99	6.43	0.50	3.22	3.22	9.63
Dining											
Fast Food Restaurant	934	1,000 SF GFA	32.65	50%	A	16.33	4.79	50%	2.40	2.40	39.19
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.85	43%	A	5.61	4.79	50%	2.40	2.40	13.46
Sit Down Restaurant	931	1,000 SF GFA	7.49	44%	A	4.19	4.79	50%	2.40	2.40	10.06
Other Retail											
Free-Standing Retail Store	815	1,000 SF GFA	4.98	30%	C	3.49	6.43	50%	3.22	3.22	11.24
Garden Center (Nursery)	817	1,000 SF GFA	6.94	30%	B	4.86	6.43	50%	3.22	3.22	15.65
Home Improvement Superstore	862	1,000 SF GFA	2.33	48%	A	1.21	6.43	50%	3.22	3.22	3.90
Pharmacy/Drugstore	881	1,000 SF GFA	9.91	49%	A	5.05	6.43	50%	3.22	3.22	16.26
Shopping Center	820	1,000 SF GLA	3.71	34%	A	2.45	6.43	50%	3.22	3.22	7.89
Supermarket	850	1,000 SF GFA	9.48	36%	A	6.07	6.43	50%	3.22	3.22	19.55
Toy/Children's Superstore	864	1,000 SF GFA	4.99	30%	B	3.49	6.43	50%	3.22	3.22	11.24
SERVICES											
Bank (Walk-In)	911	1,000 SF GFA	12.13	40%	B	7.28	3.39	50%	1.70	1.70	12.38
Bank (Drive In)	912	Drive-in Lanes	33.24	47%	A	17.62	3.39	50%	1.70	1.70	29.95

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 2nd Edition (June 2004)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

EXHIBIT 2

Kimley-Horn and Associates, Inc.

McKINNEY TEXAS "Unique by nature."

Table 9.H. Service Area H - Land Use / Vehicle-Mile Equivalency Table

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	NCTCOG Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi) SA - H	Veh-Mi Per Dev-Unit SA - H
										4.65	
PORT AND TERMINAL											
Truck Terminal	030	Acres	6.55			6.55	10.02	50%	5.01	4.65	30.46
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.97			0.97	10.02	50%	5.01	4.65	4.51
General Heavy Industrial	120	1,000 SF GFA	0.68			0.68	10.02	50%	5.01	4.65	3.16
Industrial Park	130	1,000 SF GFA	0.85			0.85	10.02	50%	5.01	4.65	3.95
Warehousing	150	1,000 SF GFA	0.32			0.32	10.83	50%	5.42	4.65	1.49
Mini-Warehouse	151	1,000 SF GFA	0.26			0.26	10.83	50%	5.42	4.65	1.21
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	1.00			1.00	17.21	50%	8.61	4.65	4.65
Apartment/Multi-family	220	Dwelling Unit	0.62			0.62	17.21	50%	8.61	4.65	2.88
Residential Condominium/Townhome	230	Dwelling Unit	0.52			0.52	17.21	50%	8.61	4.65	2.42
Senior Adult Housing	252	Dwelling Unit	0.25			0.25	17.21	50%	8.61	4.65	1.16
Congregate Care Facility	253	Dwelling Unit	0.17			0.17	17.21	50%	8.61	4.65	0.79
Assisted Living	254	Beds	0.22			0.22	17.21	50%	8.61	4.65	1.02
LODGING											
Hotel	310	Rooms	0.60			0.60	6.43	50%	3.22	3.22	1.93
Motel / Other Lodging Facilities	320	Rooms	0.47			0.47	6.43	50%	3.22	3.22	1.51
RECREATIONAL											
Driving Range	432	Tees	1.25			1.25	6.43	50%	3.22	3.22	4.03
Golf Course	430	Acres	0.30			0.30	6.43	50%	3.22	3.22	0.97
Health/Rec. Clubs and Facilities	495	1,000 SF GFA	2.74			2.74	6.43	50%	3.22	3.22	8.82
Ice Rink	465	1,000 SF GFA	2.36			2.36	6.43	50%	3.22	3.22	7.60
Miniature Golf	431	Holes	0.33			0.33	6.43	50%	3.22	3.22	1.06
Multiplex Movie Theater	445	Screens	13.64			13.64	6.43	50%	3.22	3.22	43.92
Racquet / Tennis Club	491	Courts	3.35			3.35	6.43	50%	3.22	3.22	10.79
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.55			0.55	4.20	50%	2.10	2.10	1.16
Day Care Center	565	1,000 SF GFA	12.34	44%	B	6.91	4.20	50%	2.10	2.10	14.51
Primary/Middle School (1-8)	522	Students	0.16			0.16	4.20	50%	2.10	2.10	0.34
High School (9-12)	530	Students	0.13			0.13	4.20	50%	2.10	2.10	0.27
Jr / Community College	540	Students	0.12			0.12	4.20	50%	2.10	2.10	0.25
University / College	550	Students	0.17			0.17	4.20	50%	2.10	2.10	0.36
MEDICAL											
Clinic	630	1,000 SF GFA	5.18			5.18	7.55	50%	3.78	3.78	19.58
Hospital	610	Beds	1.42			1.42	7.55	50%	3.78	3.78	5.37
Nursing Home	620	Beds	0.22			0.22	7.55	50%	3.78	3.78	0.83
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	4.72	30%	B	3.30	7.55	50%	3.78	3.78	12.47
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.41			1.41	10.92	50%	5.46	4.65	6.56
General Office Building	710	1,000 SF GFA	1.49			1.49	10.92	50%	5.46	4.65	6.93
Medical/Dental Office	720	1,000 SF GFA	3.57			3.57	10.92	50%	5.46	4.65	16.60
Single Tenant Office Building	715	1,000 SF GFA	1.74			1.74	10.92	50%	5.46	4.65	8.09
Office Park	750	1,000 SF GFA	1.48			1.48	10.92	50%	5.46	4.65	6.88
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GLA	3.11	40%	B	1.87	6.43	50%	3.22	3.22	6.02
Automobile Parts Sales	843	1,000 SF GFA	5.98	43%	A	3.41	6.43	50%	3.22	3.22	10.98
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Positions	13.51	56%	B	5.94	1.20	50%	0.60	0.60	3.56
New and Used Car Sales	841	1,000 SF GFA	2.62	20%	B	2.10	6.43	50%	3.22	3.22	6.76
Quick Lubrication Vehicle Shop	941	Servicing Positions	5.19	40%	B	3.11	6.43	50%	3.22	3.22	10.01
Self-Service Car Wash	947	Stalls	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	4.15	0.28	A	2.99	6.43	0.50	3.22	3.22	9.63
Dining											
Fast Food Restaurant	934	1,000 SF GFA	32.65	50%	A	16.33	4.79	50%	2.40	2.40	39.19
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.85	43%	A	5.61	4.79	50%	2.40	2.40	13.46
Sit Down Restaurant	931	1,000 SF GFA	7.49	44%	A	4.19	4.79	50%	2.40	2.40	10.06
Other Retail											
Free-Standing Retail Store	815	1,000 SF GFA	4.98	30%	C	3.49	6.43	50%	3.22	3.22	11.24
Garden Center (Nursery)	817	1,000 SF GFA	6.94	30%	B	4.86	6.43	50%	3.22	3.22	15.65
Home Improvement Superstore	862	1,000 SF GFA	2.33	48%	A	1.21	6.43	50%	3.22	3.22	3.90
Pharmacy/Drugstore	881	1,000 SF GFA	9.91	49%	A	5.05	6.43	50%	3.22	3.22	16.26
Shopping Center	820	1,000 SF GLA	3.71	34%	A	2.45	6.43	50%	3.22	3.22	7.89
Supermarket	850	1,000 SF GFA	9.48	36%	A	6.07	6.43	50%	3.22	3.22	19.55
Toy/Children's Superstore	864	1,000 SF GFA	4.99	30%	B	3.49	6.43	50%	3.22	3.22	11.24
SERVICES											
Bank (Walk-In)	911	1,000 SF GFA	12.13	40%	B	7.28	3.39	50%	1.70	1.70	12.38
Bank (Drive In)	912	Drive-in Lanes	33.24	47%	A	17.62	3.39	50%	1.70	1.70	29.95

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 2nd Edition (June 2004)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

EXHIBIT 2

Kimley-Horn and Associates, Inc.

McKINNEY TEXAS Unique by nature.

Table 9.I. Service Area I - Land Use / Vehicle-Mile Equivalency Table

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	NCTCOG Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi) SA - I	Veh-Mi Per Dev-Unit SA - I
										6.00	
PORT AND TERMINAL											
Truck Terminal	030	Acres	6.55			6.55	10.02	50%	5.01	5.01	32.82
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.97			0.97	10.02	50%	5.01	5.01	4.86
General Heavy Industrial	120	1,000 SF GFA	0.68			0.68	10.02	50%	5.01	5.01	3.41
Industrial Park	130	1,000 SF GFA	0.85			0.85	10.02	50%	5.01	5.01	4.26
Warehousing	150	1,000 SF GFA	0.32			0.32	10.83	50%	5.42	5.42	1.73
Mini-Warehouse	151	1,000 SF GFA	0.26			0.26	10.83	50%	5.42	5.42	1.41
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	1.00			1.00	17.21	50%	8.61	6.00	6.00
Apartment/Multi-family	220	Dwelling Unit	0.62			0.62	17.21	50%	8.61	6.00	3.72
Residential Condominium/Townhome	230	Dwelling Unit	0.52			0.52	17.21	50%	8.61	6.00	3.12
Senior Adult Housing	252	Dwelling Unit	0.25			0.25	17.21	50%	8.61	6.00	1.50
Congregate Care Facility	253	Dwelling Unit	0.17			0.17	17.21	50%	8.61	6.00	1.02
Assisted Living	254	Beds	0.22			0.22	17.21	50%	8.61	6.00	1.32
LODGING											
Hotel	310	Rooms	0.60			0.60	6.43	50%	3.22	3.22	1.93
Motel / Other Lodging Facilities	320	Rooms	0.47			0.47	6.43	50%	3.22	3.22	1.51
RECREATIONAL											
Driving Range	432	Tees	1.25			1.25	6.43	50%	3.22	3.22	4.03
Golf Course	430	Acres	0.30			0.30	6.43	50%	3.22	3.22	0.97
Health/Rec. Clubs and Facilities	495	1,000 SF GFA	2.74			2.74	6.43	50%	3.22	3.22	8.82
Ice Rink	465	1,000 SF GFA	2.36			2.36	6.43	50%	3.22	3.22	7.60
Miniature Golf	431	Holes	0.33			0.33	6.43	50%	3.22	3.22	1.06
Multiplex Movie Theater	445	Screens	13.64			13.64	6.43	50%	3.22	3.22	43.92
Racquet / Tennis Club	491	Courts	3.35			3.35	6.43	50%	3.22	3.22	10.79
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.55			0.55	4.20	50%	2.10	2.10	1.16
Day Care Center	565	1,000 SF GFA	12.34	44%	B	6.91	4.20	50%	2.10	2.10	14.51
Primary/Middle School (1-8)	522	Students	0.16			0.16	4.20	50%	2.10	2.10	0.34
High School (9-12)	530	Students	0.13			0.13	4.20	50%	2.10	2.10	0.27
Jr / Community College	540	Students	0.12			0.12	4.20	50%	2.10	2.10	0.25
University / College	550	Students	0.17			0.17	4.20	50%	2.10	2.10	0.36
MEDICAL											
Clinic	630	1,000 SF GFA	5.18			5.18	7.55	50%	3.78	3.78	19.58
Hospital	610	Beds	1.42			1.42	7.55	50%	3.78	3.78	5.37
Nursing Home	620	Beds	0.22			0.22	7.55	50%	3.78	3.78	0.83
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	4.72	30%	B	3.30	7.55	50%	3.78	3.78	12.47
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.41			1.41	10.92	50%	5.46	5.46	7.70
General Office Building	710	1,000 SF GFA	1.49			1.49	10.92	50%	5.46	5.46	8.14
Medical/Dental Office	720	1,000 SF GFA	3.57			3.57	10.92	50%	5.46	5.46	19.49
Single Tenant Office Building	715	1,000 SF GFA	1.74			1.74	10.92	50%	5.46	5.46	9.50
Office Park	750	1,000 SF GFA	1.48			1.48	10.92	50%	5.46	5.46	8.08
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GLA	3.11	40%	B	1.87	6.43	50%	3.22	3.22	6.02
Automobile Parts Sales	843	1,000 SF GFA	5.98	43%	A	3.41	6.43	50%	3.22	3.22	10.98
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Positions	13.51	56%	B	5.94	1.20	50%	0.60	0.60	3.56
New and Used Car Sales	841	1,000 SF GFA	2.62	20%	B	2.10	6.43	50%	3.22	3.22	6.76
Quick Lubrication Vehicle Shop	941	Servicing Positions	5.19	40%	B	3.11	6.43	50%	3.22	3.22	10.01
Self-Service Car Wash	947	Stalls	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	4.15	0.28	A	2.99	6.43	0.50	3.22	3.22	9.63
Dining											
Fast Food Restaurant	934	1,000 SF GFA	32.65	50%	A	16.33	4.79	50%	2.40	2.40	39.19
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.85	43%	A	5.61	4.79	50%	2.40	2.40	13.46
Sit Down Restaurant	931	1,000 SF GFA	7.49	44%	A	4.19	4.79	50%	2.40	2.40	10.06
Other Retail											
Free-Standing Retail Store	815	1,000 SF GFA	4.98	30%	C	3.49	6.43	50%	3.22	3.22	11.24
Garden Center (Nursery)	817	1,000 SF GFA	6.94	30%	B	4.86	6.43	50%	3.22	3.22	15.65
Home Improvement Superstore	862	1,000 SF GFA	2.33	48%	A	1.21	6.43	50%	3.22	3.22	3.90
Pharmacy/Drugstore	881	1,000 SF GFA	9.91	49%	A	5.05	6.43	50%	3.22	3.22	16.26
Shopping Center	820	1,000 SF GLA	3.71	34%	A	2.45	6.43	50%	3.22	3.22	7.89
Supermarket	850	1,000 SF GFA	9.48	36%	A	6.07	6.43	50%	3.22	3.22	19.55
Toy/Children's Superstore	864	1,000 SF GFA	4.99	30%	B	3.49	6.43	50%	3.22	3.22	11.24
SERVICES											
Bank (Walk-In)	911	1,000 SF GFA	12.13	40%	B	7.28	3.39	50%	1.70	1.70	12.38
Bank (Drive In)	912	Drive-in Lanes	33.24	47%	A	17.62	3.39	50%	1.70	1.70	29.95

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 2nd Edition (June 2004)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

EXHIBIT 2

Kimley-Horn and Associates, Inc.

McKINNEY TEXAS
Unique by nature.

Table 9.J. Service Area J - Land Use / Vehicle-Mile Equivalency Table

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	NCTCOG Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi) SA - J	Veh-Mi Per Dev-Unit SA - J
										6.00	
PORT AND TERMINAL											
Truck Terminal	030	Acres	6.55			6.55	10.02	50%	5.01	5.01	32.82
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.97			0.97	10.02	50%	5.01	5.01	4.86
General Heavy Industrial	120	1,000 SF GFA	0.68			0.68	10.02	50%	5.01	5.01	3.41
Industrial Park	130	1,000 SF GFA	0.85			0.85	10.02	50%	5.01	5.01	4.26
Warehousing	150	1,000 SF GFA	0.32			0.32	10.83	50%	5.42	5.42	1.73
Mini-Warehouse	151	1,000 SF GFA	0.26			0.26	10.83	50%	5.42	5.42	1.41
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	1.00			1.00	17.21	50%	8.61	6.00	6.00
Apartment/Multi-family	220	Dwelling Unit	0.62			0.62	17.21	50%	8.61	6.00	3.72
Residential Condominium/Townhome	230	Dwelling Unit	0.52			0.52	17.21	50%	8.61	6.00	3.12
Senior Adult Housing	252	Dwelling Unit	0.25			0.25	17.21	50%	8.61	6.00	1.50
Congregate Care Facility	253	Dwelling Unit	0.17			0.17	17.21	50%	8.61	6.00	1.02
Assisted Living	254	Beds	0.22			0.22	17.21	50%	8.61	6.00	1.32
LODGING											
Hotel	310	Rooms	0.60			0.60	6.43	50%	3.22	3.22	1.93
Motel / Other Lodging Facilities	320	Rooms	0.47			0.47	6.43	50%	3.22	3.22	1.51
RECREATIONAL											
Driving Range	432	Tees	1.25			1.25	6.43	50%	3.22	3.22	4.03
Golf Course	430	Acres	0.30			0.30	6.43	50%	3.22	3.22	0.97
Health/Rec. Clubs and Facilities	495	1,000 SF GFA	2.74			2.74	6.43	50%	3.22	3.22	8.82
Ice Rink	465	1,000 SF GFA	2.36			2.36	6.43	50%	3.22	3.22	7.60
Miniature Golf	431	Holes	0.33			0.33	6.43	50%	3.22	3.22	1.06
Multiplex Movie Theater	445	Screens	13.64			13.64	6.43	50%	3.22	3.22	43.92
Racquet / Tennis Club	491	Courts	3.35			3.35	6.43	50%	3.22	3.22	10.79
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.55			0.55	4.20	50%	2.10	2.10	1.16
Day Care Center	565	1,000 SF GFA	12.34	44%	B	6.91	4.20	50%	2.10	2.10	14.51
Primary/Middle School (1-8)	522	Students	0.16			0.16	4.20	50%	2.10	2.10	0.34
High School (9-12)	530	Students	0.13			0.13	4.20	50%	2.10	2.10	0.27
Jr / Community College	540	Students	0.12			0.12	4.20	50%	2.10	2.10	0.25
University / College	550	Students	0.17			0.17	4.20	50%	2.10	2.10	0.36
MEDICAL											
Clinic	630	1,000 SF GFA	5.18			5.18	7.55	50%	3.78	3.78	19.58
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Nursing Home	620	Beds	0.22			0.22	7.55	50%	3.78	3.78	0.83
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	4.72	30%	B	3.30	7.55	50%	3.78	3.78	12.47
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.41			1.41	10.92	50%	5.46	5.46	7.70
General Office Building	710	1,000 SF GFA	1.49			1.49	10.92	50%	5.46	5.46	8.14
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Office Park	750	1,000 SF GFA	1.48			1.48	10.92	50%	5.46	5.46	8.08
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GLA	3.11	40%	B	1.87	6.43	50%	3.22	3.22	6.02
Automobile Parts Sales	843	1,000 SF GFA	5.98	43%	A	3.41	6.43	50%	3.22	3.22	10.98
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Positions	13.51	56%	B	5.94	1.20	50%	0.60	0.60	3.56
New and Used Car Sales	841	1,000 SF GFA	2.62	20%	B	2.10	6.43	50%	3.22	3.22	6.76
Quick Lubrication Vehicle Shop	941	Servicing Positions	5.19	40%	B	3.11	6.43	50%	3.22	3.22	10.01
Self-Service Car Wash	947	Stalls	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	4.15	0.28	A	2.99	6.43	0.50	3.22	3.22	9.63
Dining											
Fast Food Restaurant	934	1,000 SF GFA	32.65	50%	A	16.33	4.79	50%	2.40	2.40	39.19
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.85	43%	A	5.61	4.79	50%	2.40	2.40	13.46
Sit Down Restaurant	931	1,000 SF GFA	7.49	44%	A	4.19	4.79	50%	2.40	2.40	10.06
Other Retail											
Free-Standing Retail Store	815	1,000 SF GFA	4.98	30%	C	3.49	6.43	50%	3.22	3.22	11.24
Garden Center (Nursery)	817	1,000 SF GFA	6.94	30%	B	4.86	6.43	50%	3.22	3.22	15.65
Home Improvement Superstore	862	1,000 SF GFA	2.33	48%	A	1.21	6.43	50%	3.22	3.22	3.90
Pharmacy/Drugstore	881	1,000 SF GFA	9.91	49%	A	5.05	6.43	50%	3.22	3.22	16.26
Shopping Center	820	1,000 SF GLA	3.71	34%	A	2.45	6.43	50%	3.22	3.22	7.89
Supermarket	850	1,000 SF GFA	9.48	36%	A	6.07	6.43	50%	3.22	3.22	19.55
Toy/Children's Superstore	864	1,000 SF GFA	4.99	30%	B	3.49	6.43	50%	3.22	3.22	11.24
SERVICES											
Bank (Walk-In)	911	1,000 SF GFA	12.13	40%	B	7.28	3.39	50%	1.70	1.70	12.38
Bank (Drive In)	912	Drive-in Lanes	33.24	47%	A	17.62	3.39	50%	1.70	1.70	29.95

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 2nd Edition (June 2004)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

EXHIBIT 2

Kimley-Horn and Associates, Inc.

McKINNEY TEXAS
Unique by nature.

Table 9.K. Service Area K - Land Use / Vehicle-Mile Equivalency Table

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	NCTCOG Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi) SA - K	Veh-Mi Per Dev-Unit SA - K
										5.30	
PORT AND TERMINAL											
Truck Terminal	030	Acres	6.55			6.55	10.02	50%	5.01	5.01	32.82
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.97			0.97	10.02	50%	5.01	5.01	4.86
General Heavy Industrial	120	1,000 SF GFA	0.68			0.68	10.02	50%	5.01	5.01	3.41
Industrial Park	130	1,000 SF GFA	0.85			0.85	10.02	50%	5.01	5.01	4.26
Warehousing	150	1,000 SF GFA	0.32			0.32	10.83	50%	5.42	5.30	1.70
Mini-Warehouse	151	1,000 SF GFA	0.26			0.26	10.83	50%	5.42	5.30	1.38
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	1.00			1.00	17.21	50%	8.61	5.30	5.30
Apartment/Multi-family	220	Dwelling Unit	0.62			0.62	17.21	50%	8.61	5.30	3.29
Residential Condominium/Townhome	230	Dwelling Unit	0.52			0.52	17.21	50%	8.61	5.30	2.76
Senior Adult Housing	252	Dwelling Unit	0.25			0.25	17.21	50%	8.61	5.30	1.33
Congregate Care Facility	253	Dwelling Unit	0.17			0.17	17.21	50%	8.61	5.30	0.90
Assisted Living	254	Beds	0.22			0.22	17.21	50%	8.61	5.30	1.17
LODGING											
Hotel	310	Rooms	0.60			0.60	6.43	50%	3.22	3.22	1.93
Motel / Other Lodging Facilities	320	Rooms	0.47			0.47	6.43	50%	3.22	3.22	1.51
RECREATIONAL											
Driving Range	432	Tees	1.25			1.25	6.43	50%	3.22	3.22	4.03
Golf Course	430	Acres	0.30			0.30	6.43	50%	3.22	3.22	0.97
Health/Rec. Clubs and Facilities	495	1,000 SF GFA	2.74			2.74	6.43	50%	3.22	3.22	8.82
Ice Rink	465	1,000 SF GFA	2.36			2.36	6.43	50%	3.22	3.22	7.60
Miniature Golf	431	Holes	0.33			0.33	6.43	50%	3.22	3.22	1.06
Multiplex Movie Theater	445	Screens	13.64			13.64	6.43	50%	3.22	3.22	43.92
Racquet / Tennis Club	491	Courts	3.35			3.35	6.43	50%	3.22	3.22	10.79
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.55			0.55	4.20	50%	2.10	2.10	1.16
Day Care Center	565	1,000 SF GFA	12.34	44%	B	6.91	4.20	50%	2.10	2.10	14.51
Primary/Middle School (1-8)	522	Students	0.16			0.16	4.20	50%	2.10	2.10	0.34
High School (9-12)	530	Students	0.13			0.13	4.20	50%	2.10	2.10	0.27
Jr / Community College	540	Students	0.12			0.12	4.20	50%	2.10	2.10	0.25
University / College	550	Students	0.17			0.17	4.20	50%	2.10	2.10	0.36
MEDICAL											
Clinic	630	1,000 SF GFA	5.18			5.18	7.55	50%	3.78	3.78	19.58
Hospital	610	Beds	1.42			1.42	7.55	50%	3.78	3.78	5.37
Nursing Home	620	Beds	0.22			0.22	7.55	50%	3.78	3.78	0.83
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	4.72	30%	B	3.30	7.55	50%	3.78	3.78	12.47
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.41			1.41	10.92	50%	5.46	5.30	7.47
General Office Building	710	1,000 SF GFA	1.49			1.49	10.92	50%	5.46	5.30	7.90
Medical/Dental Office	720	1,000 SF GFA	3.57			3.57	10.92	50%	5.46	5.30	18.92
Single Tenant Office Building	715	1,000 SF GFA	1.74			1.74	10.92	50%	5.46	5.30	9.22
Office Park	750	1,000 SF GFA	1.48			1.48	10.92	50%	5.46	5.30	7.84
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GLA	3.11	40%	B	1.87	6.43	50%	3.22	3.22	6.02
Automobile Parts Sales	843	1,000 SF GFA	5.98	43%	A	3.41	6.43	50%	3.22	3.22	10.98
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Positions	13.51	56%	B	5.94	1.20	50%	0.60	0.60	3.56
New and Used Car Sales	841	1,000 SF GFA	2.62	20%	B	2.10	6.43	50%	3.22	3.22	6.76
Quick Lubrication Vehicle Shop	941	Servicing Positions	5.19	40%	B	3.11	6.43	50%	3.22	3.22	10.01
Self-Service Car Wash	947	Stalls	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	4.15	0.28	A	2.99	6.43	0.50	3.22	3.22	9.63
Dining											
Fast Food Restaurant	934	1,000 SF GFA	32.65	50%	A	16.33	4.79	50%	2.40	2.40	39.19
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.85	43%	A	5.61	4.79	50%	2.40	2.40	13.46
Sit Down Restaurant	931	1,000 SF GFA	7.49	44%	A	4.19	4.79	50%	2.40	2.40	10.06
Other Retail											
Free-Standing Retail Store	815	1,000 SF GFA	4.98	30%	C	3.49	6.43	50%	3.22	3.22	11.24
Garden Center (Nursery)	817	1,000 SF GFA	6.94	30%	B	4.86	6.43	50%	3.22	3.22	15.65
Home Improvement Superstore	862	1,000 SF GFA	2.33	48%	A	1.21	6.43	50%	3.22	3.22	3.90
Pharmacy/Drugstore	881	1,000 SF GFA	9.91	49%	A	5.05	6.43	50%	3.22	3.22	16.26
Shopping Center	820	1,000 SF GLA	3.71	34%	A	2.45	6.43	50%	3.22	3.22	7.89
Supermarket	850	1,000 SF GFA	9.48	36%	A	6.07	6.43	50%	3.22	3.22	19.55
Toy/Children's Superstore	864	1,000 SF GFA	4.99	30%	B	3.49	6.43	50%	3.22	3.22	11.24
SERVICES											
Bank (Walk-In)	911	1,000 SF GFA	12.13	40%	B	7.28	3.39	50%	1.70	1.70	12.38
Bank (Drive In)	912	Drive-in Lanes	33.24	47%	A	17.62	3.39	50%	1.70	1.70	29.95

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 2nd Edition (June 2004)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

EXHIBIT 2

Kimley-Horn and Associates, Inc.

McKINNEY TEXAS
Unique by nature.

Table 9.L. Service Area L - Land Use / Vehicle-Mile Equivalency Table

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	NCTCOG Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi) SA - L	Veh-Mi Per Dev-Unit SA - L
										3.50	
PORT AND TERMINAL											
Truck Terminal	030	Acres	6.55			6.55	10.02	50%	5.01	3.50	22.93
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.97			0.97	10.02	50%	5.01	3.50	3.40
General Heavy Industrial	120	1,000 SF GFA	0.68			0.68	10.02	50%	5.01	3.50	2.38
Industrial Park	130	1,000 SF GFA	0.85			0.85	10.02	50%	5.01	3.50	2.98
Warehousing	150	1,000 SF GFA	0.32			0.32	10.83	50%	5.42	3.50	1.12
Mini-Warehouse	151	1,000 SF GFA	0.26			0.26	10.83	50%	5.42	3.50	0.91
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	1.00			1.00	17.21	50%	8.61	3.50	3.50
Apartment/Multi-family	220	Dwelling Unit	0.62			0.62	17.21	50%	8.61	3.50	2.17
Residential Condominium/Townhome	230	Dwelling Unit	0.52			0.52	17.21	50%	8.61	3.50	1.82
Senior Adult Housing	252	Dwelling Unit	0.25			0.25	17.21	50%	8.61	3.50	0.88
Congregate Care Facility	253	Dwelling Unit	0.17			0.17	17.21	50%	8.61	3.50	0.60
Assisted Living	254	Beds	0.22			0.22	17.21	50%	8.61	3.50	0.77
LODGING											
Hotel	310	Rooms	0.60			0.60	6.43	50%	3.22	3.22	1.93
Motel / Other Lodging Facilities	320	Rooms	0.47			0.47	6.43	50%	3.22	3.22	1.51
RECREATIONAL											
Driving Range	432	Tees	1.25			1.25	6.43	50%	3.22	3.22	4.03
Golf Course	430	Acres	0.30			0.30	6.43	50%	3.22	3.22	0.97
Health/Rec. Clubs and Facilities	495	1,000 SF GFA	2.74			2.74	6.43	50%	3.22	3.22	8.82
Ice Rink	465	1,000 SF GFA	2.36			2.36	6.43	50%	3.22	3.22	7.60
Miniature Golf	431	Holes	0.33			0.33	6.43	50%	3.22	3.22	1.06
Multiplex Movie Theater	445	Screens	13.64			13.64	6.43	50%	3.22	3.22	43.92
Racquet / Tennis Club	491	Courts	3.35			3.35	6.43	50%	3.22	3.22	10.79
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.55			0.55	4.20	50%	2.10	2.10	1.16
Day Care Center	565	1,000 SF GFA	12.34	44%	B	6.91	4.20	50%	2.10	2.10	14.51
Primary/Middle School (1-8)	522	Students	0.16			0.16	4.20	50%	2.10	2.10	0.34
High School (9-12)	530	Students	0.13			0.13	4.20	50%	2.10	2.10	0.27
Jr / Community College	540	Students	0.12			0.12	4.20	50%	2.10	2.10	0.25
University / College	550	Students	0.17			0.17	4.20	50%	2.10	2.10	0.36
MEDICAL											
Clinic	630	1,000 SF GFA	5.18			5.18	7.55	50%	3.78	3.50	18.13
Hospital	610	Beds	1.42			1.42	7.55	50%	3.78	3.50	4.97
Nursing Home	620	Beds	0.22			0.22	7.55	50%	3.78	3.50	0.77
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	4.72	30%	B	3.30	7.55	50%	3.78	3.50	11.55
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.41			1.41	10.92	50%	5.46	3.50	4.94
General Office Building	710	1,000 SF GFA	1.49			1.49	10.92	50%	5.46	3.50	5.22
Medical/Dental Office	720	1,000 SF GFA	3.57			3.57	10.92	50%	5.46	3.50	12.50
Single Tenant Office Building	715	1,000 SF GFA	1.74			1.74	10.92	50%	5.46	3.50	6.09
Office Park	750	1,000 SF GFA	1.48			1.48	10.92	50%	5.46	3.50	5.18
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GLA	3.11	40%	B	1.87	6.43	50%	3.22	3.22	6.02
Automobile Parts Sales	843	1,000 SF GFA	5.98	43%	A	3.41	6.43	50%	3.22	3.22	10.98
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Positions	13.51	56%	B	5.94	1.20	50%	0.60	0.60	3.56
New and Used Car Sales	841	1,000 SF GFA	2.62	20%	B	2.10	6.43	50%	3.22	3.22	6.76
Quick Lubrication Vehicle Shop	941	Servicing Positions	5.19	40%	B	3.11	6.43	50%	3.22	3.22	10.01
Self-Service Car Wash	947	Stalls	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	4.15	0.28	A	2.99	6.43	0.50	3.22	3.22	9.63
Dining											
Fast Food Restaurant	934	1,000 SF GFA	32.65	50%	A	16.33	4.79	50%	2.40	2.40	39.19
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.85	43%	A	5.61	4.79	50%	2.40	2.40	13.46
Sit Down Restaurant	931	1,000 SF GFA	7.49	44%	A	4.19	4.79	50%	2.40	2.40	10.06
Other Retail											
Free-Standing Retail Store	815	1,000 SF GFA	4.98	30%	C	3.49	6.43	50%	3.22	3.22	11.24
Garden Center (Nursery)	817	1,000 SF GFA	6.94	30%	B	4.86	6.43	50%	3.22	3.22	15.65
Home Improvement Superstore	862	1,000 SF GFA	2.33	48%	A	1.21	6.43	50%	3.22	3.22	3.90
Pharmacy/Drugstore	881	1,000 SF GFA	9.91	49%	A	5.05	6.43	50%	3.22	3.22	16.26
Shopping Center	820	1,000 SF GLA	3.71	34%	A	2.45	6.43	50%	3.22	3.22	7.89
Supermarket	850	1,000 SF GFA	9.48	36%	A	6.07	6.43	50%	3.22	3.22	19.55
Toy/Children's Superstore	864	1,000 SF GFA	4.99	30%	B	3.49	6.43	50%	3.22	3.22	11.24
SERVICES											
Bank (Walk-In)	911	1,000 SF GFA	12.13	40%	B	7.28	3.39	50%	1.70	1.70	12.38
Bank (Drive In)	912	Drive-in Lanes	33.24	47%	A	17.62	3.39	50%	1.70	1.70	29.95

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 2nd Edition (June 2004)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

EXHIBIT 2

Kimley-Horn and Associates, Inc.

McKINNEY TEXAS Unique by nature.

Table 9.M. Service Area M - Land Use / Vehicle-Mile Equivalency Table

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate - (PM)	Pass-by Rate	Pass-by Source	Trip Rate	NCTCOG Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi) SA - M	Veh-Mi Per Dev-Unit SA - M
										0.00	
PORT AND TERMINAL											
Truck Terminal	030	Acres	6.55			6.55	10.02	50%	5.01	0.00	0.00
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.97			0.97	10.02	50%	5.01	0.00	0.00
General Heavy Industrial	120	1,000 SF GFA	0.68			0.68	10.02	50%	5.01	0.00	0.00
Industrial Park	130	1,000 SF GFA	0.85			0.85	10.02	50%	5.01	0.00	0.00
Warehousing	150	1,000 SF GFA	0.32			0.32	10.83	50%	5.42	0.00	0.00
Mini-Warehouse	151	1,000 SF GFA	0.26			0.26	10.83	50%	5.42	0.00	0.00
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	1.00			1.00	17.21	50%	8.61	0.00	0.00
Apartment/Multi-family	220	Dwelling Unit	0.62			0.62	17.21	50%	8.61	0.00	0.00
Residential Condominium/Townhome	230	Dwelling Unit	0.52			0.52	17.21	50%	8.61	0.00	0.00
Senior Adult Housing	252	Dwelling Unit	0.25			0.25	17.21	50%	8.61	0.00	0.00
Congregate Care Facility	253	Dwelling Unit	0.17			0.17	17.21	50%	8.61	0.00	0.00
Assisted Living	254	Beds	0.22			0.22	17.21	50%	8.61	0.00	0.00
LODGING											
Hotel	310	Rooms	0.60			0.60	6.43	50%	3.22	0.00	0.00
Motel / Other Lodging Facilities	320	Rooms	0.47			0.47	6.43	50%	3.22	0.00	0.00
RECREATIONAL											
Driving Range	432	Tees	1.25			1.25	6.43	50%	3.22	0.00	0.00
Golf Course	430	Acres	0.30			0.30	6.43	50%	3.22	0.00	0.00
Health/Rec. Clubs and Facilities	495	1,000 SF GFA	2.74			2.74	6.43	50%	3.22	0.00	0.00
Ice Rink	465	1,000 SF GFA	2.36			2.36	6.43	50%	3.22	0.00	0.00
Miniature Golf	431	Holes	0.33			0.33	6.43	50%	3.22	0.00	0.00
Multiplex Movie Theater	445	Screens	13.64			13.64	6.43	50%	3.22	0.00	0.00
Racquet / Tennis Club	491	Courts	3.35			3.35	6.43	50%	3.22	0.00	0.00
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.55			0.55	4.20	50%	2.10	0.00	0.00
Day Care Center	565	1,000 SF GFA	12.34	44%	B	6.91	4.20	50%	2.10	0.00	0.00
Primary/Middle School (1-8)	522	Students	0.16			0.16	4.20	50%	2.10	0.00	0.00
High School (9-12)	530	Students	0.13			0.13	4.20	50%	2.10	0.00	0.00
Jr / Community College	540	Students	0.12			0.12	4.20	50%	2.10	0.00	0.00
University / College	550	Students	0.17			0.17	4.20	50%	2.10	0.00	0.00
MEDICAL											
Clinic	630	1,000 SF GFA	5.18			5.18	7.55	50%	3.78	0.00	0.00
Hospital	610	Beds	1.42			1.42	7.55	50%	3.78	0.00	0.00
Nursing Home	620	Beds	0.22			0.22	7.55	50%	3.78	0.00	0.00
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	4.72	30%	B	3.30	7.55	50%	3.78	0.00	0.00
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.41			1.41	10.92	50%	5.46	0.00	0.00
General Office Building	710	1,000 SF GFA	1.49			1.49	10.92	50%	5.46	0.00	0.00
Medical/Dental Office	720	1,000 SF GFA	3.57			3.57	10.92	50%	5.46	0.00	0.00
Single Tenant Office Building	715	1,000 SF GFA	1.74			1.74	10.92	50%	5.46	0.00	0.00
Office Park	750	1,000 SF GFA	1.48			1.48	10.92	50%	5.46	0.00	0.00
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GLA	3.11	40%	B	1.87	6.43	50%	3.22	0.00	0.00
Automobile Parts Sales	843	1,000 SF GFA	5.98	43%	A	3.41	6.43	50%	3.22	0.00	0.00
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Positions	13.51	56%	B	5.94	1.20	50%	0.60	0.00	0.00
New and Used Car Sales	841	1,000 SF GFA	2.62	20%	B	2.10	6.43	50%	3.22	0.00	0.00
Quick Lubrication Vehicle Shop	941	Servicing Positions	5.19	40%	B	3.11	6.43	50%	3.22	0.00	0.00
Self-Service Car Wash	947	Stalls	5.54	40%	B	3.32	1.20	50%	0.60	0.00	0.00
Tire Store	848	1,000 SF GFA	4.15	0.28	A	2.99	6.43	0.50	3.22	0.00	0.00
Dining											
Fast Food Restaurant	934	1,000 SF GFA	32.65	50%	A	16.33	4.79	50%	2.40	0.00	0.00
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.85	43%	A	5.61	4.79	50%	2.40	0.00	0.00
Sit Down Restaurant	931	1,000 SF GFA	7.49	44%	A	4.19	4.79	50%	2.40	0.00	0.00
Other Retail											
Free-Standing Retail Store	815	1,000 SF GFA	4.98	30%	C	3.49	6.43	50%	3.22	0.00	0.00
Garden Center (Nursery)	817	1,000 SF GFA	6.94	30%	B	4.86	6.43	50%	3.22	0.00	0.00
Home Improvement Superstore	862	1,000 SF GFA	2.33	48%	A	1.21	6.43	50%	3.22	0.00	0.00
Pharmacy/Drugstore	881	1,000 SF GFA	9.91	49%	A	5.05	6.43	50%	3.22	0.00	0.00
Shopping Center	820	1,000 SF GLA	3.71	34%	A	2.45	6.43	50%	3.22	0.00	0.00
Supermarket	850	1,000 SF GFA	9.48	36%	A	6.07	6.43	50%	3.22	0.00	0.00
Toy/Children's Superstore	864	1,000 SF GFA	4.99	30%	B	3.49	6.43	50%	3.22	0.00	0.00
SERVICES											
Bank (Walk-In)	911	1,000 SF GFA	12.13	40%	B	7.28	3.39	50%	1.70	0.00	0.00
Bank (Drive In)	912	Drive-in Lanes	33.24	47%	A	17.62	3.39	50%	1.70	0.00	0.00

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 2nd Edition (June 2004)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

EXHIBIT 2

Table 10. Land Use Descriptions

Land Use Category	ITE Land Use Code	Land Use Description
PORT AND TERMINAL		
Truck Terminal	030	Point of good transfer between trucks or between trucks and rail
INDUSTRIAL		
General Light Industrial	110	Emphasis on activities other than manufacturing; typically employing fewer than 500 workers
General Heavy Industrial	120	Primary activity is conversion of raw materials or parts into finished products
Industrial Park	130	Area containing a number of industries or related facilities
Warehousing	150	Devoted to storage of materials but may included office and maintenance areas
Mini-Warehouse	151	Facilities with a number of units rented to others for the storage of goods
RESIDENTIAL		
Single-Family Detached Housing	210	Single-family detached homes on individual lots
Apartment/Multi-family	220	At least 4 rental dwelling units per building
Residential Condominium/Townhome	230	Single-family ownership units that have at least one other single-family owned unit within the same building
Senior Adult Housing	252	Independent living developments without centralized dining or on-site medical facilities
Congregate Care Facility	253	Independent living developments with centralized amenities such as dining, housekeeping, transportation and organized social/recreational activities
Assisted Living	254	Residential settings that provide either routine general protective oversight or assistance with activities.
LODGING		
Hotel	310	Lodging facilities that typically have on-site restaurants, lounges, meeting and/or banquet rooms, or other retail shops and services
Motel / Other Lodging Facilities	320	Lodging facilities that may have small on-site restaurant or buffet area but little or no meeting space
RECREATIONAL		
Driving Range	432	Facilities with driving tees for practice; may provide individual or group lessons; may have prop shop and/or refreshment facilities
Golf Course	430	May include municipal courses and private country clubs; may have driving ranges, pro shops, and restaurant/banquet facilities
Health/Rec. Clubs and Facilities	495	Category includes racquet clubs, health/fitness clubs, can include facilities such as YMCA's
Ice Rink	465	Rinks for ice skating and related sports; may contain spectator areas and refreshment facilities
Miniature Golf	431	One or more individual putting courses; category should not be used when part of a larger entertainment center(with batting cages, video game centers, etc)
Multiplex Movie Theater	445	Movie theater with audience seating, minimum of ten screens, lobby, and refreshment area
Racquet / Tennis Club	491	Indoor or outdoor facilities specifically designed for playing tennis
INSTITUTIONAL		
Church	560	Churches and houses of worship
Day Care Center	565	Generally includes facilities for care of pre-school aged children, generally includes classrooms, offices, eating areas, and playgrounds
Primary/Middle School (1-8)	522	
High School (9-12)	530	
Jr / Community College	540	
University / College	550	
MEDICAL		
Clinic	630	Facilities with limited diagnostic and outpatient care
Hospital	610	Medical and surgical facilities with overnight accommodations
Nursing Home	620	Rest and convalescent homes with residents who do little or no driving
Animal Hospital/Veterinary Clinic	640	Rest and convalescent homes with residents who do little or no driving
OFFICE		
Corporate Headquarters Building	714	Office building housing corporate headquarters of a single company or organization
General Office Building	710	Office buildings which house multiple tenants
Medical/Dental Office	720	Multi-tenant building with offices for physicians and/or dentists
Single Tenant Office Building	715	Single tenant office buildings other than corporate headquarters
Office Park	750	Office buildings (typically low-rise) in a campus setting and served by a common roadway system
COMMERCIAL		
Automobile Related		
Automobile Care Center	942	Automobile repair and servicing including stereo installations and upholstering
Automobile Parts Sales	843	Retail sale of auto parts but no on-site vehicle repair
Gasoline/Service Station w/ Conv Market	945	Gasoline sales with convenience store where the primary business is gasoline sales
New and Used Car Sales	841	New car dealerships, typically with automobile servicing, part sales, and used car sales
Quick Lubrication Vehicle Shop	941	Primary business is to perform oil changes and fluid/filter changes with other repair services not provided
Self-Service Car Wash	947	Has stalls for driver to park and wash the vehicle
Tire Store	848	Primary business is sales and installation of tires; usually do not have large storage or warehouse area
Dining		
Fast Food Restaurant	934	High-turnover fast food restaurant for carry-out and eat-in customers with a drive-thru window
High Turnover (Sit-Down) Restaurant	932	Restaurants with turnover rates less than one hour; typically includes moderately-priced chain restaurants
Sit Down Restaurant	931	Restaurants with turnover rates of one hour or longer; typically require reservations
Other Retail		
Free-Standing Retail Store	815	Category includes free-standing stores with off-street parking; typically offer a variety of products and services with long store hours
Garden Center (Nursery)	817	Building with a yard of planting or landscape stock; may have office, storage, shipping or greenhouse facilities
Home Improvement Superstore	862	Warehouse-type facilities offering a large variety of products and services including lumber, tool, paint, lighting, and fixtures, among other items.
Pharmacy/Drugstore	881	Includes facilities with and without drive-thru windows
Shopping Center	820	Integrated group of commercial establishments; planning, owned, and managed as a unit
Supermarket	850	Primary business is sale of groceries, food, and household cleaning items; may include photo, pharmacy, video rental, and/or ATM; category includes facilities
Toy/Children's Superstore	864	Businesses specializing in child-oriented merchandise
SERVICES		
Bank (Walk-In)	911	Bank without drive-thru lanes
Bank (Drive In)	912	Bank with drive-thru lanes

EXHIBIT 2

VI. SAMPLE CALCULATIONS

The following section details two (2) examples of maximum assessable roadway impact fee calculations.

Example 1:

- **Development Type - One (1) Unit of Single-Family Housing in Service Area C**

Roadway Impact Fee Calculation Steps – Example 1	
Step 1	**Determine Development Unit and Vehicle-Miles Per Development Unit**
	From Table 9 [Land Use – Vehicle-mile Equivalency Table] Development Type: 1 Dwelling Unit of Single-Family Detached Housing Number of Development Units: 1 Dwelling Unit Veh-Mi Per Development Unit: 3.10
Step 2	**Determine Maximum Assessable Impact Fee Per Service Unit**
	From Table 8, Line 20 [Maximum Assessable Fee Per Service Unit] Service Area C: $1,410
Step 3	**Determine Maximum Assessable Impact Fee**
	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit Impact Fee = 1 * 3.10* $1,410 Maximum Assessable Impact Fee = $4,371

Example 2:

- **Development Type – 125,000 square foot Home Improvement Superstore in Service Area I**

Roadway Impact Fee Calculation Steps – Example 2	
Step 1	**Determine Development Unit and Vehicle-Miles Per Development Unit**
	From Table 9 [Land Use – Vehicle-mile Equivalency Table] Development Type: 125,000 square feet of Home Improvement Superstore Development Unit: 1,000 square feet of Gross Floor Area Veh-Mi Per Development Unit: 3.90
Step 2	**Determine Maximum Assessable Impact Fee Per Service Unit**
	From Table 8, Line 20 [Maximum Assessable Fee Per Service Unit] Service Area I: $750
Step 3	**Determine Maximum Assessable Impact Fee**
	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit Impact Fee = 125 * 3.90 * $750 Maximum Assessable Impact Fee = $365,625

EXHIBIT 2

VII. CONCLUSION

The City of McKinney has established a process to implement the assessment and collection of roadway impact fees through the adoption of an impact fee ordinance that is consistent with Chapter 395 of the Texas Local Government Code.

This report establishes the maximum allowable roadway impact fee that could be assessed by the City of McKinney within each of the thirteen (13) service areas. The maximum assessable roadway impact fees calculated in this report are presented in below.

SERVICE AREA	2012-2013 MAX ASSESSABLE FEE PER SERVICE UNIT	2007-2008 MAX ASSESSABLE FEE PER SERVICE UNIT
A	$0	$0
B	$1,793	$1,558
C	$1,410	$1,534
D	$1,707	$1,389
E	$2,085	$1,673
F	$0	$0
G	$628	$684
H	$393	$489
I	$750	$641
J	$854	$719
K	$1,178	$1,153
L	$1,265	$1,281
M	$0	$0

This document serves as a guide to the assessment of roadway impact fees pertaining to future development and the City's need for roadway improvements to accommodate that growth. Following the public hearing process, the City Council may establish an amount to be assessed (if any) up to the maximum established within this report and update the Roadway Impact Fee Ordinance accordingly.

In conclusion, it is our opinion that the data and methodology used in this update are appropriate and consistent with Chapter 395 of the Texas Local Government Code. Furthermore, the Land Use Assumptions and the proposed Roadway Improvements Plan are appropriately incorporated into the process.

EXHIBIT 2

Kimley-Horn and Associates, Inc.

McKINNEY TEXAS Unique by nature.

APPENDICES (available upon request)

A. CONCEPTUAL LEVEL PROJECT COST PROJECTIONS

SERVICE AREA A
SERVICE AREA B
SERVICE AREA C
SERVICE AREA D
SERVICE AREA E
SERVICE AREA G
SERVICE AREA H
SERVICE AREA I
SERVICE AREA J
SERVICE AREA K
SERVICE AREA L

B. RIP SERVICE UNITS OF SUPPLY

C. EXISTING ROADWAY FACILITIES INVENTORY

D. PLAN FOR AWARDING THE ROADWAY IMPACT FEE CREDIT SUMMARY

(from J. Stowe & Co.)

E. PLAN FOR AWARDING THE ROADWAY IMPACT FEE CREDIT SUPPORTING EXHIBITS

(from J. Stowe & Co.)

EXHIBIT 2

ROADWAY SERVICE AREA MAP A
(1997)

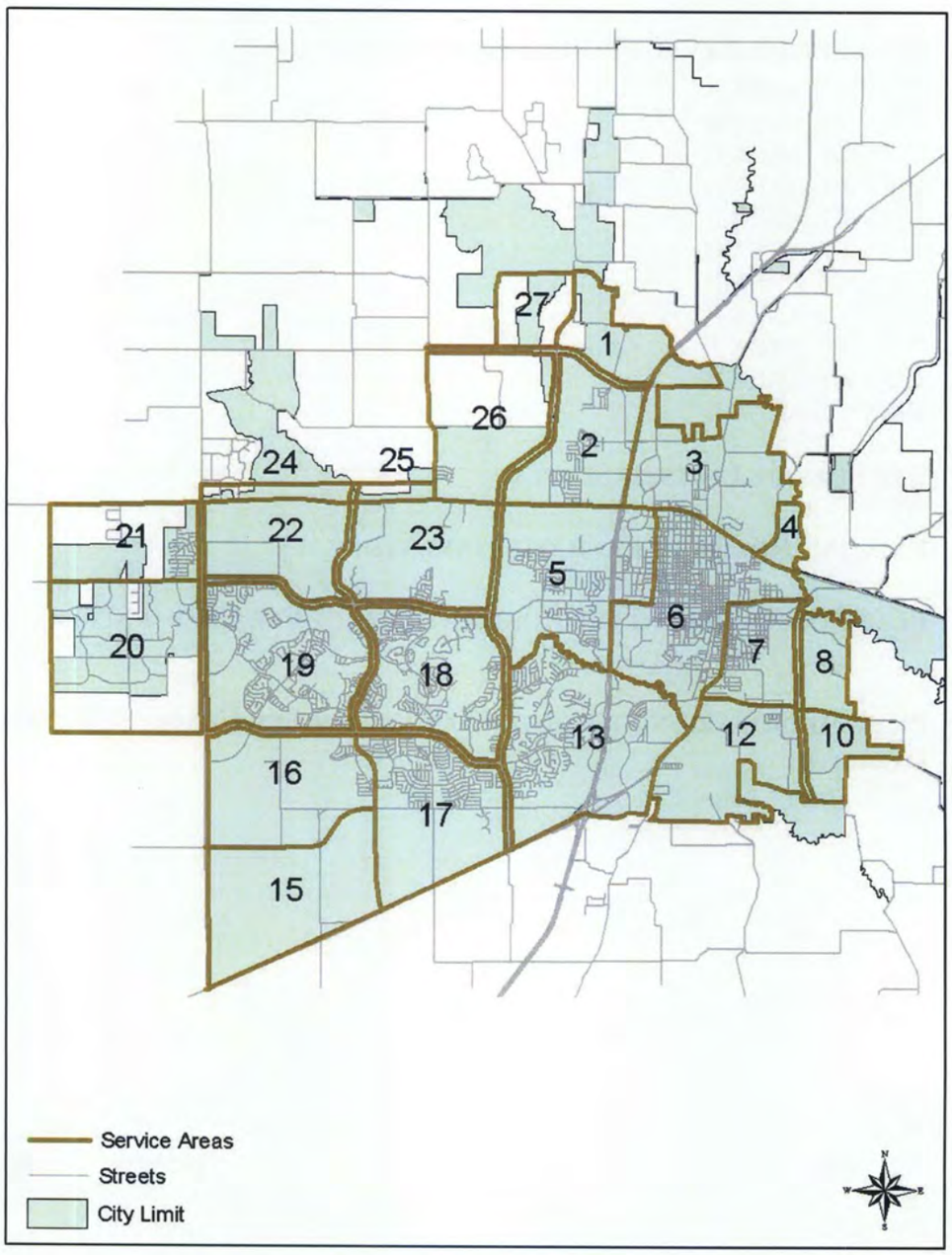


EXHIBIT 3

ROADWAY SERVICE AREA MAP B

(2003)

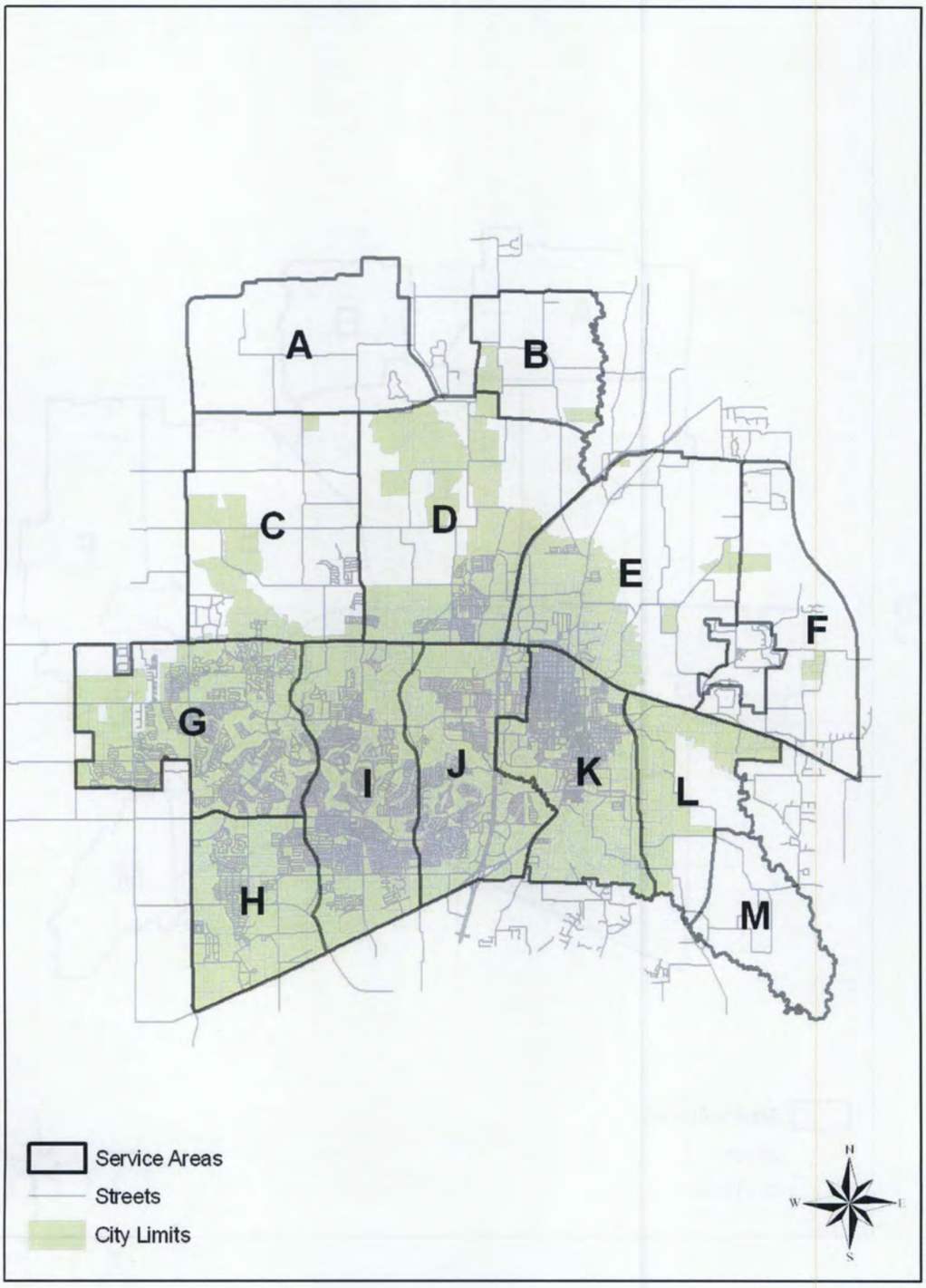


EXHIBIT 3

ROADWAY SERVICE AREA MAP C

(2008)

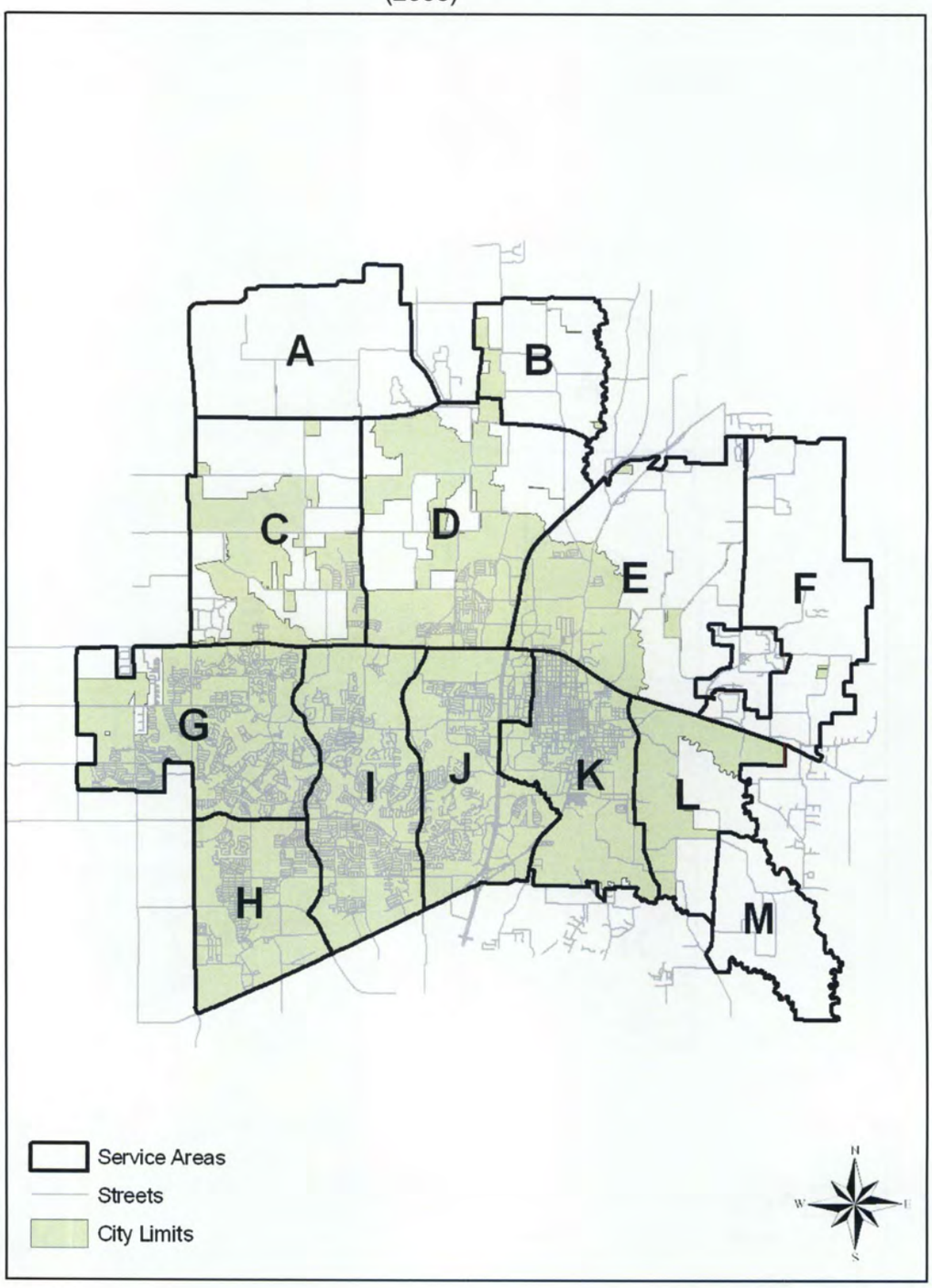


EXHIBIT 3

ROADWAY SERVICE AREA MAP D (2012)

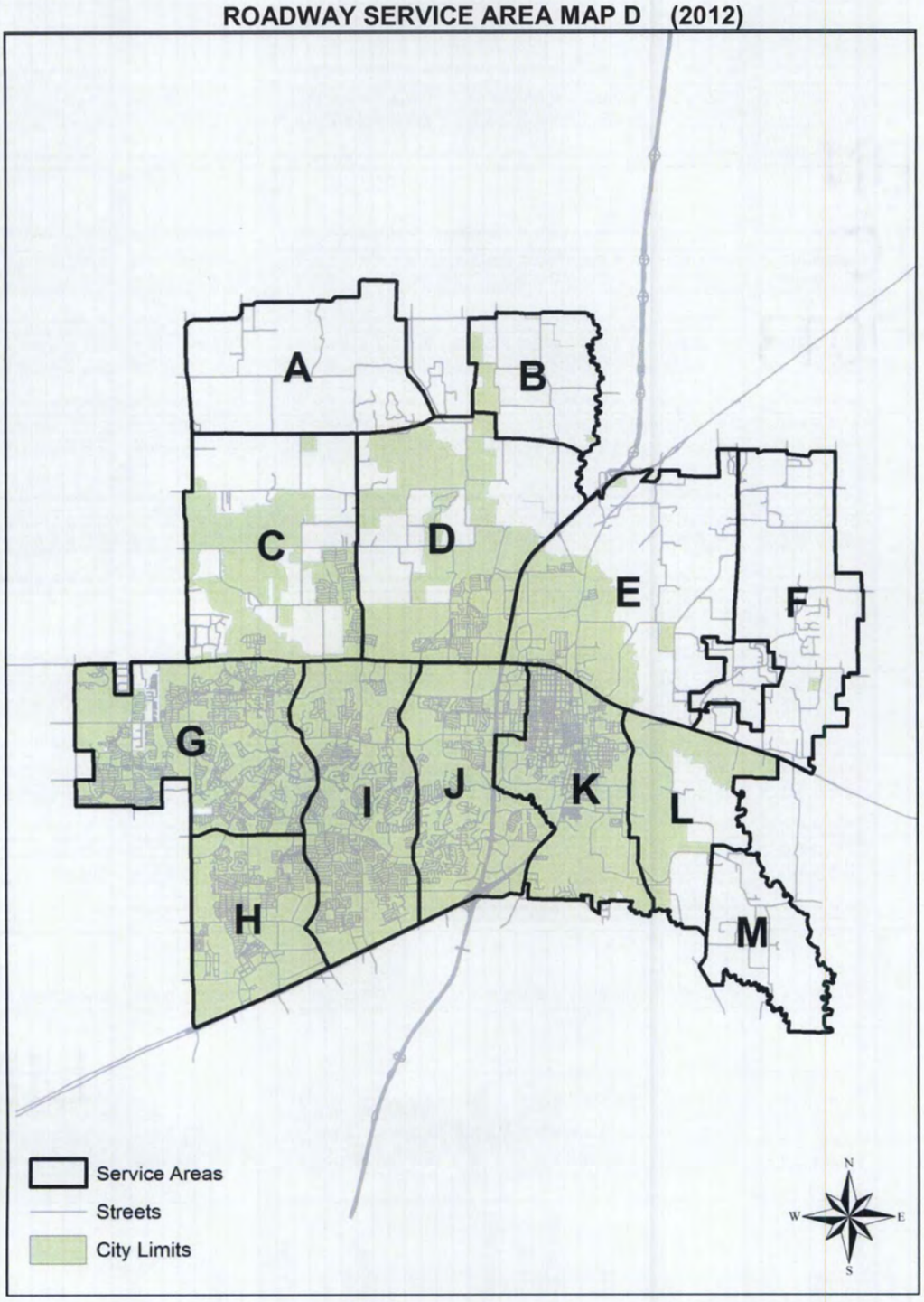


EXHIBIT 3

ORDINANCE NO. 2013-11-109

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS AMENDING CHAPTER 130, ENTITLED "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE CITY OF MCKINNEY, TEXAS, THROUGH THE AMENDMENT OF EXISTING ARTICLE II ENTITLED "WATER AND WASTEWATER IMPACT FEES" BY AMENDING PORTIONS OF SECTIONS 130-22, 130-26 THROUGH 130-29, AND SECTIONS 130-33, 130-68, AND 130-71 AS SET FORTH HEREIN BELOW; BY THE ADOPTION OF A NEW EXHIBIT 1 REGARDING THE 2012-2013 LAND USE ASSUMPTIONS FOR UTILITY IMPACT FEES; BY THE ADOPTION OF A NEW EXHIBIT 2 REGARDING THE 2012-2013 WATER & WASTEWATER IMPACT FEE UPDATE ("WATER & WASTEWATER IMPROVEMENTS PLANS"); AND BY THE ADOPTION OF A NEW SCHEDULE 1 REGARDING THE ASSESSMENT AND COLLECTION OF WATER AND WASTEWATER IMPACT FEES; PROVIDING THIS ORDINANCE BE CUMULATIVE; PROVIDING FOR SEVERABILITY; PROVIDING FOR GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of McKinney (the "City") is a home-rule city possessing the full power of local self-government pursuant to Article II, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code and its home rule charter; and

WHEREAS, the City established utility impact fees to be imposed within its corporate limits and within its extraterritorial jurisdiction by Ordinance No. 1868, and as amended by Ordinance No. 1996-03-013; Ordinance No. 2001-08-092; Ordinance No. 2003-05-056; and Ordinance No. 2008-11-103 in compliance with Chapter 395 of the Texas Local Government Code (the "Utility Impact Fee Ordinances"); and

WHEREAS, the Utility Impact Fee Ordinances have been codified in Article II of Chapter 130 of the Code of Ordinances, City of McKinney, Texas; and

WHEREAS, Texas Local Government Code Section 395.052 requires a city imposing utility impact fees to update the land use assumptions and capital improvements plans at least once every five years; and

WHEREAS, the City held a public hearing and approved the Updated Land Use Assumptions For Utility Impact Fees in conjunction with Resolution No. 2013-06-089 (R), which Resolution and Assumptions are attached hereto as Exhibit 1 and incorporated herein by reference for all purposes allowed by law; and

WHEREAS, the City held a public hearing and approved the 2012-2013 Water & Wastewater Impact Fee Update ("Water & Wastewater Improvements Plans") in conjunction with Resolution No. 2013-11-187 (R), which Resolution and Update are attached hereto as Exhibit 2 and incorporated herein by reference for all purposes allowed by law; and

WHEREAS, the City Council finds that the provisions governing the administration of utility impact fees and Schedules 1 and 2 setting forth the water and wastewater impact fees to be assessed and collected established in the Utility Impact Fee Ordinances and codified in Article II of Chapter 130 of the Code of Ordinances, City of McKinney, Texas, should be amended; and

WHEREAS, the City Council finds that the City has complied with Chapter 395 of the Texas Local Government Code in the amendment of the land use assumptions, capital improvements plans, and utility impact fees; and

WHEREAS, the proposed amendments to Article II of Chapter 130 of the Code of Ordinances, City of McKinney, Texas, are in the best interest of the citizens of McKinney to assure the availability of adequate water and wastewater facilities and services in order to serve new development consistent with the policies set forth in the City's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, THAT:

1.

All of the above premises are hereby found to be true and correct legislative and factual findings of the City of McKinney, and they are hereby approved and incorporated into the body of this Ordinance as if restated herein in their entirety.

2.

From and after the effective date of this Ordinance, Section 130-22 entitled "Definitions" of the Code of Ordinances of the City of McKinney, Texas, is hereby amended in part by deleting the definition of "Land Use Assumptions" and replacing said definition with a new definition for the phrase "Land Use Assumptions" to read as follows:

> "Land Use Assumptions means and includes a description of the Service Areas and the projections of population and employment growth and associated changes in land uses, densities and intensities adopted by the City, as may be amended from time to time, in the Service Area over a 10-year period upon which the Impact Fee Capital Improvements Plans are based. The Land Use Assumptions are set out in the most recently updated Land Use Assumptions for Utility Impact Fees adopted by resolution of the City Council of the City of McKinney, Texas, and attached hereto as Exhibit 1."

3.

From and after the effective date of this Ordinance, Section 130-22 entitled "Definitions" of the Code of Ordinances of the City of McKinney, Texas, is hereby amended in part by deleting the definition of "Wastewater Improvements Plan" and replacing said definition with a new definition for the phrase "Wastewater Improvements Plan" to read as follows:

> "Wastewater Improvements Plan identifies the wastewater facilities or wastewater expansion and their associated costs that are necessitated by and which are attributable to new development, for a period not to exceed ten (10) years, which capital improvements are to be financed in whole or in part through the imposition of wastewater impact fees pursuant to this Article. The Wastewater Improvements Plan is a part or component of the "Impact Fee Capital Improvements Plan or Capital Improvements Plans for Utility Impact Fees" ("Utility Improvements Plan") adopted by resolution of the City Council of the City of McKinney, Texas, and attached hereto as Exhibit 2."

4.

From and after the effective date of this Ordinance, Section 130-22 entitled "Definitions" of the Code of Ordinances of the City of McKinney, Texas, is hereby amended in part by deleting the definition of "Water Improvements Plan" and replacing said definition with a new definition for the phrase "Water Improvements Plan" to read as follows:

> "Water Improvements Plan identifies the water facilities or water expansions and their associated costs that are necessitated by and which are attributable to new development, for a period not to exceed ten (10) years, which capital improvements are to be financed in whole or in part through the imposition of water Impact Fees pursuant to this Article. The Water Improvements Plan is a part or component of the "Impact Fee Capital Improvements Plan or Capital Improvements Plans for Utility Impact Fees" ("Utility Improvements Plan") adopted by resolution of the City Council of the City of McKinney, Texas, and attached hereto as Exhibit 2."

5.

From and after the effective date of this Ordinance, Section 130-26 entitled "Impact Fees per Service Unit" of the Code of Ordinances of the City of McKinney, Texas, is hereby amended and replaced in its entirety so that hereafter said Section 130-26 shall be and read as follows:

> "Sec. 130-26. Impact Fees Per Service Unit
>
> (a) The maximum impact fee per service unit (pre-credit) and the maximum assessable impact fee per service unit (post-credit) for wastewater and water facilities shall be as set forth for each Meter Size and Meter Type where Meter Type is distinguished in:
>
> (1) Schedule 1, Table A, if the date of final plat recording is prior to September 1, 2003 and replatting is not necessary;
>
> (2) Schedule 1, Table B, if the date of final plat recording is on or after September 1, 2003 through and including November 9, 2008 and replatting is not necessary;
>
> (3) Schedule 1, Table C, if the date of final plat recording is on or after November 10, 2008 through and including November 19, 2013 and replatting is not necessary;
>
> (4) Schedule 1, Table D, if the date of final plat recording or replat recording is on or after November 20, 2013.
>
> Schedule 1, Tables A through D (sometimes hereinafter referred to collectively as "Schedule 1") are attached hereto and made a part of this Article by reference. Schedule 1 may be amended from time to time by Ordinance.
>
> (b) The maximum impact fee per service unit (post-credit) set forth in Schedule 1 that is assessed to new

development, as may be amended from time to time, is declared to be the roughly proportionate measure of the impact(s) generated by a new unit of development on the City's utility system. To the extent that the impact fee per service unit collected is less than the maximum assessable impact fee per service unit, such difference is hereby declared to be founded on policies unrelated to the measurement of the actual impacts of the development on the City's transportation system. The maximum assessable impact fee per service unit may be used in evaluating any claim by an applicant, developer, or property owner that the dedication, construction, or contribution of a capital improvement imposed as a condition of development approval pursuant to the City's regulations is not roughly proportionate to the impact(s) of the new development on the City's utility system."

6.

From and after the effective date of this Ordinance, Section 130-27 entitled "Assessment of Impact Fees" of the Code of Ordinances of the City of McKinney, Texas, is hereby amended and replaced in its entirety so that hereafter said Section 130-27 shall be and read as follows:

"SECTION 130-27. Assessment of Impact Fees

(a) Assessment of the impact fee per service unit for any new development shall be made as follows:

(1) For a new development for which a final plat was recorded prior to September 1, 2003 and for which no replatting is necessary pursuant to the City's subdivision regulations prior to development or for a new development for which no plat is necessary pursuant to the City's Zoning Ordinance because the property in question is a lot of record, assessment of impact fees shall occur at the time application is made for the building permit, and shall be the amount of the maximum assessable impact fee per service unit (post-credit) as set forth in Schedule 1, Table A, attached hereto and incorporated herein by reference, for each meter size for each proposed development unit as set forth in Schedule 1, Table A.

(2) For a new development for which recordation of the final plat occurred on or after September 1, 2003 through and including November 9, 2008 and for which no replatting is necessary pursuant to the City's subdivision regulations, assessment of impact fees shall occur at the time of final plat recordation and shall be the amount of the maximum assessable (post-credit) impact fee per service unit (post-credit) as set forth in Schedule 1, Table B, attached hereto and incorporated herein by reference, for each meter size for each proposed development unit as set forth in Schedule 1, Table B .

(3) For a new development for which recordation of the final plat occurred on or after November 10, 2008 through and including November 19, 2013, and for which no replatting is necessary, assessment of impact fees shall occur at the time of final plat recordation and shall not exceed the amount of the maximum assessable impact fee per service unit (post-credit) as set forth in Schedule 1, Table C, attached hereto and incorporated herein by reference, for each Meter Size and Meter Type for each proposed development unit as set forth in Schedule 1, Table C .

(4) For a new development for which recordation of the final plat occurred on or after November 20, 2013, assessment of impact fees shall occur at the time of final plat recordation and shall not exceed the amount of the maximum assessable impact fee per service unit (post-credit) as set forth in Schedule 1, Table D, attached hereto and incorporated herein by reference, for each meter size and meter type for each proposed development unit as set forth in Schedule 1, Table D.

(5) For land on which new development occurs or is proposed to occur without platting, assessment of impact fees shall occur at the time application is made for the building permit, and shall be the amount of the maximum assessable impact fee per service unit (post-credit) as set forth in Schedule 1, Table D, attached hereto and incorporated herein by reference, for each meter size and meter type for each proposed development unit as set forth in Schedule 1, Table D.

(b) Following Assessment of the Impact Fee pursuant to subsection (A), the amount of the Impact Fee Assessed per Service Unit for that development cannot be increased, unless the owner proposes to change the approved development by the submission of a new application for Final Plat Approval or replat approval or proposes to increase the Meter Size or Meter Type for any use within that development, in which case new Assessment shall occur at the maximum assessable Schedule 1 rate then in effect.

(c) In the event that a development is evaluated by City staff, which results in a decrease in the number of Service Units, the City will credit the overall development, based on the reduction in the number of Service Units.

(d) Following the vacating of any plat or submittal of any replat, a new Assessment must be made in accordance with Section 130-26.

(e) Approval of an amended plat pursuant to Texas Local Government Code, Section 212.016, and the

Subdivision Ordinance, Section 142-79, is not subject to reassessment for an Impact Fee provided that the use of the property remains the same and no increase in the Meter Size or Meter Type for any use within that development is sought."

8.

From and after the effective date of this Ordinance, Section 130-28 entitled "Payment and Collection of Impact Fees" of the Code of Ordinances of the City of McKinney, Texas, is hereby amended in part by deleting paragraph (d) in its entirety and replacing said paragraph with a new paragraph (d) to read as follows:

"(d) The amount of each Impact Fee (wastewater and water) for a New Development shall not exceed an amount computed by multiplying the maximum assessable fee per Service Unit for each category of utility pursuant to Section 130-26 by the number of Service Units generated by the development. According to the American Water Works Association the ratio of water flows for different sizes and types of Water Meters is as follows:

Meter Size	Meter Type	Ratio to ¾" meter
¾"	Simple	1.0
1"	Simple	1.7
1½"	Simple	3.3
2"	Simple	5.3
2"	Compound	5.3
2"	Turbine (Irrigation)	10.7
3"	Compound	10.7
3"	Turbine (Irrigation)	23.2
4"	Compound	16.7
4"	Turbine (Irrigation)	43.3
6"	Compound	33.3
6"	Turbine (Irrigation)	93.3
8"	Compound	53.3
8"	Turbine (Irrigation)	160.0
10"	Turbine (Irrigation)	233.3
12"	Turbine (Irrigation)	293.3

Accordingly, the number of service units for each Meter Size and Meter Type follows the same ratio and is used to determine the proportional water and wastewater impact fee for each Meter Size and Meter Type compared to a simple ¾" Water Meter."

9.

From and after the effective date of this Ordinance, Section 130-29 entitled "Offsets and Credits against Impact Fees" of the Code of Ordinances of the City of McKinney, Texas, is hereby amended in part by adding a new subparagraph (8) to paragraph (b) of said section to read as follows:

"8. a provision stating that in those instances where the City determines the projected cost to construct a system facility is not roughly proportionate to the dollar value of the impact fee credits which may be awarded for that system facility the City may consider, upon request of the Developer, awarding

impact fee credits based on the lesser of a percentage of the City's projected costs for that system facility or a percentage of the documented and City-approved costs to the Developer of the system facility which was dedicated to and accepted by the City with the City's projected costs or the documented and City-approved costs to the Developer being reduced by the same percentage of reduction as applied to the maximum impact fee per service unit (pre-credit) to arrive at the maximum assessable impact fee per service unit (post-credit) as reflected in the applicable Table of Schedule 1."

10.

From and after the effective date of this Ordinance, Section 130-33 entitled "Refunds" of the Code of Ordinances of the City of McKinney, Texas, is hereby amended by deleting paragraph (e) in its entirety and re-lettering paragraph (f) as paragraph (e).

11.

From and after the effective date of this Ordinance, Section 130-68 entitled "Water Improvement Plan" of the Code of Ordinances of the City of McKinney, Texas, is hereby amended in part by deleting the second sentence of paragraph (a) so that hereafter paragraph (a) of said Section 130-68 shall be and read as follows:

"(a) The Water Improvements Plan for the City of McKinney is a component of the Water & Wastewater Improvements Plans attached hereto and incorporated herein by reference as Exhibit 2."

12.

From and after the effective date of this Ordinance, Section 130-71 entitled "Wastewater Improvements Plan" of the Code of Ordinances of the City of McKinney, Texas, is hereby amended in part by deleting the second sentence of paragraph (a) so that hereafter paragraph (a) of said Section 130-71 shall be and read as follows:

"(a) The Wastewater Improvements Plan for the City of McKinney is a component of the Water & Wastewater Improvements Plans attached hereto and incorporated by reference as Exhibit 2."

13.

From and after the effective date of this Ordinance, former Exhibit 1 that was attached to and adopted by Ordinance No. 2008-11-103 is hereby deleted in its entirety and replaced with a new Exhibit 1 that is attached hereto and incorporated herein by reference for all purposes allowed by law. Such Exhibit 1 is comprised of Resolution No. 2013-06-089 (R), together with the 2012-2013 Land Use Assumptions for Utility Impact Fees that was approved by and incorporated into said Resolution. All references to "Exhibit 1" contained in this Ordinance and Article II of Chapter 130 of the Code of Ordinances, City of McKinney, Texas, are hereby declared to be references to Exhibit 1 of this Ordinance.

14.

From and after the effective date of this Ordinance, former Exhibit 2 that was attached to and adopted by Ordinance No. 2008-11-103 is deleted in its entirety and replaced with a new Exhibit 2 that is attached hereto and incorporated herein by reference for all purposes allowed by law. Such Exhibit 2 is comprised of Resolution

No. 2013-11-187 (R) together with the 2012-2013 Water & Wastewater Impact Fee Update ("Water & Wastewater Improvements Plans") that was approved by and incorporated into said Resolution. All references to "Exhibit 2" contained in this Ordinance and Article II of Chapter 130 of the Code of Ordinances, City of McKinney, Texas, are hereby declared to be references to Exhibit 2 of this Ordinance.

15.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of McKinney, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby superseded.

16.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

17.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of McKinney in the discharge of his duties, shall not thereby render himself personally liable; and he is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his said duties.

18.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of McKinney in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of McKinney.

19.

The caption of this Ordinance shall be published one time in a newspaper having general circulation in the City of McKinney, and this Ordinance shall become effective upon publication.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, ON THIS THE 19TH DAY OF NOVEMBER, 2013.

CITY OF McKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

CORRECTLY ENROLLED:

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

DATE: November 19, 2013

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

2012 – 2022 WATER & WASTEWATER IMPACT FEE UPDATE

Submitted To

McKINNEY™
TEXAS
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Submitted By

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

August 2013

EXHIBIT 2

CITY OF MCKINNEY
2012 WATER & WASTEWATER IMPACT FEE UPDATE

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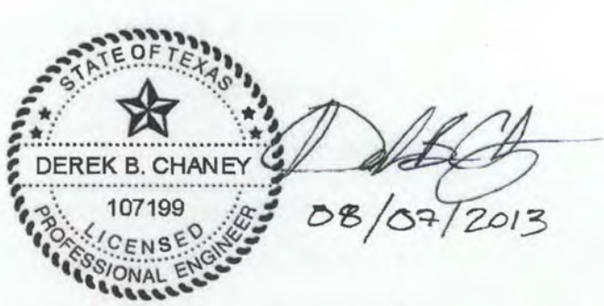


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CITY OF MCKINNEY
2012 – 2022 WATER & WASTEWATER IMPACT FEE UPDATE

SECTION I – INTRODUCTION

A. GENERAL

In accordance with the requirements of Chapter 395.052 of the Local Government Code, this report establishes the City of McKinney's Capital Improvement Plan for water and wastewater impact fees and calculates the maximum allowable fee for each. Land use assumptions for impact fees were generated under a separate document by the City of McKinney's Planning Department.

Chapter 395, of the Local Government Code is an act that provides guidelines for financing capital improvements required by new development in municipalities, counties, and certain other local governments. The basis for determination of an impact fee requires the preparation and adoption of a land use plan and growth assumption, and the preparation of a 10-year capital improvement plan. The capital improvement plan requires an analysis of total capacity, the level of current usage and commitments of capacity of existing capital improvements. From these two phases, a maximum impact fee is calculated.

The Act allows the maximum impact fee to be charged if revenues from future ad valorem taxes, and water and sewer bills are included as a credit in the analysis. If not, the Act allows the maximum fee to be set at 50% of the calculated maximum fee. The following items were included in the impact fee calculation:

1. The portion of the cost of the new infrastructure that is to be paid by the City, including engineering, property acquisition and construction cost.

2. Existing excess capacity in lines and facilities that will serve future growth and which were paid for in whole or part by the City.

3. Engineering and quality control fees for construction projects.

4. Interest and other finance charges on bonds issued by the City to cover its portion of the cost.

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The engineering analysis portion of the Water and Wastewater Fee determines utilized capacity cost of the major water distribution and wastewater collection facilities between the year 2012 and the year 2022. Facilities in this analysis include, water pump stations, water storage tanks, water transmission lines and wastewater collection lines. The North Texas Municipal Water District (NTMWD) water treatment, wastewater treatment and distribution components were excluded from this analysis. The study period is a ten-year period with 2012 as the base year. The impact fee calculations for the water and wastewater systems are based on land use assumptions provided by the City of McKinney. Prior to this impact fee update, the City's Water Distribution and Wastewater Collection hydraulic models were updated for 2012, 2022 and buildout conditions. The hydraulic model results are available for review from the City of McKinney. The equivalency factors utilized in this analysis conform to the latest American Water Works Association Standards (C700 - C703).

B. WATER & WASTEWATER IMPACT FEE GLOSSARY

1. Advisory Committee means the capital improvements advisory committee established by the City for purposes of reviewing and making recommendations to the City Council on adoption of the City's impact fee program.

2. Area-Related Facility means a capital improvement or facility expansion which is designated in the impact fee capital improvements plan and which is not a site-related facility. Area-Related Facility may include capital improvements that are located off-site, or within or on the perimeter of the development site.

3. Assessment means the determination of the amount of the maximum impact fee per service unit that can be imposed on new development.

4. Capital Improvement means either a water facility or a wastewater facility with a life expectancy of three or more years, to be owned and operated by or on behalf of the City.

5. City means the City of McKinney, Texas.

6. Credit means the amount of the reduction of an impact fee due, determined under this ordinance or pursuant to administrative guidelines that is equal to the value of area-related

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facilities provided by a property owner pursuant to the City's subdivision or zoning regulations or requirements, for the same type of facility.

7. Debt Service means the 20-year financing costs of projects applied to all eligible existing and proposed water and wastewater facilities.

8. Facility Expansion means either a water facility expansion or a sewer facility expansion.

9. Impact Fee means either a fee for water facilities or a fee for wastewater facilities, imposed on new development by the City pursuant to Chapter 395 of the Texas Local Government Code in order to generate revenue to fund or recoup the costs of capital improvements or facility expansion necessitated by and attributable to such new development. Impact fees do not include the dedication of rights-of-way or easements for such facilities, or the construction of such improvements, imposed pursuant to the City's zoning or subdivision regulations.

10. Impact Fee Capital Improvements Plan means either a water capital improvements plan or a wastewater capital improvement plan adopted or revised pursuant to the impact fee regulations.

11. Land Use Assumptions means the projections of population and growth, and associated changes in land uses, densities and intensities over at least a ten-year period, as adopted by the City and as may be amended from time to time, upon which the capital improvements plans are based.

12. Land Use Equivalency Table means a table converting the demands for capital improvements generated by various land uses to numbers of service units, as may be amended from time to time.

13. New Development means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.

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14. Recoupment means the imposition of an impact fee to reimburse the City for capital improvements that the City had previously oversized to serve new development.

15. Service Area means either a water service area or wastewater service area which impact fees for capital improvements or facility expansion will be collected for new development occurring within such area, and within which fees so collected will be expended for those types of improvements or expansions identified in the type of capital improvements plan applicable to the service area.

16. Service Unit means the applicable standard units of measure shown on the land use equivalency table in the Impact Fees Capital Improvements Plan that can be converted to water meter equivalents, for water or for wastewater facilities, which serves as the standardized measure of consumption, use or generation attributable to the new unit of development.

17. Site-Related Facility means an improvement or facility which is for the primary use or benefit of a new development, and/or which is for the primary purpose of safe and adequate provision of water or wastewater facilities to serve the new development, and which is not included in the impact fees capital improvements plan and for which the property owner is solely responsible under subdivision or other applicable development regulations.

18. Utility Connection means installation of a water meter for connecting a new development to the City's water system, or connection to the City's wastewater system.

19. Wastewater Facility means a wastewater interceptor or main, lift station or other facility included within and comprising an integral component of the City's collection system for wastewater. Wastewater facility includes land, easements or structure associated with such facilities. Wastewater facility excludes site-related facilities.

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20. Wastewater Facility Expansion means the expansion of the capacity of any existing wastewater improvement for the purpose of serving new development, but does not include the repair, maintenance, modernization, or expansion of an existing sewer facility to serve existing development.

21. Wastewater Capital Improvements Plan means the adopted plan, as may be amended from time to time, which identifies the wastewater facilities or wastewater expansions and their associated costs which are necessitated by and which are attributable to new development, for a period not to exceed 10 years.

22. Water Facility means a water main, pump station, storage tank or other facility included within and comprising an integral component of the City's water storage or distribution system. Water facility includes land, easements or structures associated with such facilities. Water facility excludes site-related facilities.

23. Water Facility Expansion means the expansion of the capacity of any existing water facility for the purpose of serving new development, but does not include the repair, maintenance, modernization, or expansion of an existing water improvement to serve existing development.

24. Water Capital Improvements Plan means the adopted plan, as may be amended from time to time, which identifies the water facilities or water expansions and their associated costs which are necessitated by and which are attributable to new development, for a period not to exceed 10 years.

25. Water Meter means a device for measuring the flow of water to a development, whether for domestic or for irrigation purposes.

C. LAND USE ASSUMPTIONS *(Provided By: City of McKinney Planning Department)*

The impact fee land use assumptions utilized in this update were prepared by the City of McKinney's Planning Department and are presented in a separate document. The land use assumptions projected an ultimate residential population of approximately 357,967 in the City of McKinney's ultimate planning boundary. This is a lower ultimate population than projected in the City's 2007 Water and Wastewater Impact Fee Update, which estimated a residential population of 387,964, a decrease of 29,997 people.

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The residential and non-residential growth provided by the City for the year 2012 through 2022 is summarized in Table No. 1.

TABLE NO. 1

Residential and Non-Residential Growth from 2012 to 2022

Year	Residential Population*	Non-Residential Uses**	
		Type	Developed Area (SF)
2012	136,813	Basic	11,453,254
		Service	9,804,571
		Retail	9,900,940
		Total:	**31,158,274**
2022	199,003	Basic	12,780,084
		Service	14,260,185
		Retail	14,401,196
		Total:	**41,441,465**
Res. Growth Rate	**1.45**	**Non-Res. Growth Rate**	**1.3**

** Residential Population – Represent Estate, Low Density, Medium Density and High Density Residential Categories*
*** Basic – Industrial Land Uses*
*** Service – Office & Institutional Land Uses*
*** Retail – Commercial Land Uses*

As shown in Table No. 1, increases in the residential population and non-residential uses will occur during the 10-year capital recovery period. The water demand and wastewater flows from the residential and non-residential uses dictate the ultimate size of facilities, while the rate of growth is important to determine the timing of system improvements to meet the City's growing needs. The eligible water impact fee facilities are shown **on Exhibit 1**. The eligible wastewater facilities are shown on **Exhibit 2** in this report.

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SECTION II

WATER & WASTEWATER C.I.P. AND IMPACT FEE ANALYSIS

A. DEFINITION OF A SERVICE UNIT – WATER AND WASTEWATER

Chapter 395 of the Local Government Code requires that impact fees be based on a defined service unit. A "service unit" means a standardized measure of consumption, use generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards. This impact fee defines a water and wastewater service unit to be a *¾-inch water meter* and has referred to this service unit as a Single Family Living Unit Equivalent (SFLUE). The SFLUE is based on the continuous duty capacity of a ¾-inch water meter. This is the typical meter used for a single family detached dwelling, and therefore is considered to be equivalent to one "living unit". Other meter sizes can be compared to the ¾-inch meter through a ratio of water flows as published by the American Water Works Association as shown in **Table No. 2** below. This same ratio is then used to determine the proportional water and wastewater impact fee amount for each water meter size.

TABLE NO. 2

Living Unit Equivalencies For Various Types and Sizes of Water Meters

Meter Type	Meter Size	Continuous Duty Maximum Rate (gpm) [a]	Ratio to 3/4" Meter
Simple	¾"	15	1.0
Simple	1"	25	1.7
Simple	1-1/2"	50	3.3
Simple	2"	80	5.3
Compound	2"	80	5.3
Turbine (Irrigation)	2"	160	10.7
Compound	3"	160	10.7
Turbine (Irrigation)	3"	350	23.3
Compound	4"	250	16.7
Turbine (Irrigation)	4"	650	43.3
Compound	6"	500	33.3
Turbine (Irrigation)	6"	1,400	93.3
Compound	8"	800	53.3
Turbine (Irrigation)	8"	2,400	160.0
Turbine	10"	3,500	233.3
Turbine	12"	4,400	293.3

[a] *Source: AWWA Standard C700 - C703*

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B. CALCULATION OF WATER & WASTEWATER - LIVING UNIT EQUIVALENTS

The City of McKinney provided the existing water meter count by size category as of December 2012. In total, there are 47,277 domestic water and irrigation meters serving an existing population of 136,813 residents and business. **Table No. 3** shows the number of existing meters, the living unit equivalent factor and the total number of living unit equivalents for each sized water meter.

The number of wastewater accounts was determined by subtracting the number if irrigation meters from the number of domestic water meters. This equates to 45,481 wastewater accounts. **Table No. 4** illustrates the existing wastewater accounts and the SFLUE's.

The residential growth rate of 1.45 in **Table 1** was applied to ¾-inch through 2-inch meters. The non-residential growth rate of 1.3 in **Table 1** was applied to 3-inch through 8-inch meters. Utilizing these growth rates in a straight-line extrapolation of the existing water and wastewater accounts, the numbers of new accounts was calculated for the year 2022. City records indicate the historical growth of ¾-inch and 1-inch meters is approximately 45% ¾-inch meters and 55% 1-inch meters for the base meter sizes. These percentages were applied to the total growth of ¾-inch and 1-inch meters. Living unit equivalents were then applied to the water meters and wastewater accounts for 2012 and 2022, resulting in a total number of living units. The difference in the total number of 2012 and 2022 living units results in the new living unit equivalents during the impact fee period. The calculation of living unit equivalents is summarized in **Table 3 and Table 4**.

TABLE NO. 3

Water Living Unit Equivalents 2012 - 2022

Meter Size	2012			2022			New Living Unit Equivalents During Impact Fee Period
	Number of Water Meters	Living Unit Equivalent Ratio for 3/4" Used	Total Number of Living Units	Number of Water Meters	Living Unit Equivalent Ratio for 3/4" Used	Total Number of Living Units	
3/4"	29,629	1.0	29,629.0	38,676	1.0	38,676	9,047
1"	15,050	1.7	25,083.3	26,108	1.7	43,513	18,430
1-1/2"	462	3.3	1,540.0	670	3.3	2,233	693
2"	1,844	5.3	9,834.7	2,674	5.3	14,260	4,426
3"	178	10.7	1,898.7	237	10.7	2,525	627
4"	44	16.7	733.3	59	16.7	975	242
6"	16	33.3	533.3	21	33.3	709	176
8"	4	53.3	213.3	5	53.3	284	70
Totals	**47,227**		**69,465.7**	**68,450**		**103,176.9**	**33,711**

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TABLE NO. 4

Wastewater Living Unit Equivalents 2012 – 2022

Meter Size	2012			2022			New Living Unit Equivalents During Impact Fee Period
	Number of Water Meters	Living Unit Equivalent Ratio for 3/4" Used	Total Number of Living Units	Number of Water Meters	Living Unit Equivalent Ratio for 3/4" Used	Total Number of Living Units	
3/4"	26,830	1.0	26,830.0	35,212	1.0	35,212	8,382
1"	14,564	1.7	24,273.3	24,809	1.7	41,348	17,075
1-1/2"	264	3.3	880.0	383	3.3	1,276	396
2"	969	5.3	5,168.0	1,405	5.3	7,494	2,326
3"	172	10.7	1,834.7	229	10.7	2,440	605
4"	43	16.7	716.7	57	16.7	953	237
6"	15	33.3	500.0	20	33.3	665	165
8"	4	53.3	213.3	5	53.3	284	70
Totals	**42,861**		**60,416.0**	**62,120**		**89,672.4**	**29,256**

C. COST OF FACILITIES

Unit cost for proposed water and wastewater lines larger than 12 inches in diameter that are anticipated to be constructed by private development, include the City's oversize cost participation only. These water and wastewater lines are highlighted green on **Exhibits 1 through 2**. Oversize cost participation from City is when funds become available. For City participation, the developer must bid the 12-inch as a base and the oversize as an additive alternate. City initiated water and waste water lines include the full cost of the proposed facility. These water and wastewater lines are highlighted red on **Exhibits 1 through 2**. Developer initiated water and wastewater line projects which are 12 inches or less in diameter are not included in this Impact Fee analysis, as the cost for these size lines are the responsibility of the developer. These water and wastewater lines are highlighted blue on **Exhibits 1 through 2**.

Actual construction costs of the various elements of the water and wastewater systems were utilized where the information was known. The existing cost of facilities was determined from Contractor's final pay requests, City purchase orders, bid tabulation forms and developer's agreements.

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Most of the cost data for existing water and wastewater lines included in the impact fee analysis have been located. A 5% debt service, over a period of 20-years, has been added to all projects. Actual costs were used for those existing projects where records were available.

D. WATER DISTRIBUTION SYSTEM

Computer models for the years 2012, 2022 and Buildout were prepared and analyzed by Birkhoff, Hendricks & Carter. The models were developed and water demand distributed from residential population and non-residential land use projections provided by the City of McKinney's Planning Department. The projected developed land areas from the City's Land Use Assumptions follow closely to the construction of major facilities in the system. These facilities include pump stations, storage tanks, and major distribution lines. All computer models were run for the Maximum Hourly Demands in a three-day extended period simulation to insure proper sizing of the facilities to meet peak demands.

1. Existing Pump Stations, Ground Storage Reservoirs & Elevated Storage Tanks

The existing water distribution system included in the impact fee analysis (As of December 2012) includes the facilities summarized in **Table No. 5** and **Table No. 6**.

TABLE NO. 5

Water Distribution System -- Existing Pump Stations & Ground Storage

Pump Station	Number of Pumps	Rated Capacity (MGD)	Number of Ground Storage Tanks	Total Ground Storage Available (Gallons)
McKinney Ranch	11	49.7	2	16,000,000
University	6	50.0	2	16,000,000
Total:	**17**	**99.7**	**4**	**32,000,000**

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TABLE NO. 6

Existing Elevated Storage Tanks

Elevated Storage Tanks	Capacity in Million Gallons
Industrial Elevated Storage Tank	2.0
U.S. 380 Elevated Storage Tank	1.5
Wilmeth Elevated Storage Tank	2.0
Virginia Elevated Storage Tank	1.5
Independence Elevated Storage Tank	3.0
Community Elevated Storage Tank	3.0
Total	**13.0**

The existing McKinney Ranch Low Side pumps and the Chestnut Elevated Storage Tank are no longer utilized and were not included in the impact fee calculation. The existing Gerrish Pump Station is near capacity and is not included in the impact fee calculation.

The pump stations and ground storage facilities were analyzed with the maximum daily demand, while elevated storage acts dynamically and therefore was analyzed utilizing the difference between the Maximum Hourly Demand and the Maximum Daily Demand.

2. Distribution Lines

The distribution lines consist of all lines within the Service Area planning boundary supplying water to customers in the City of McKinney. Existing and proposed distribution lines vary in size from 3/4-inch services to 72-inch transmission lines. The cost of water lines includes construction cost, appurtenances (water valves, fire hydrants, taps and the like), utility relocations, purchase of easements and engineering costs. Financing cost over a 20-year term is included for each project.

Unit cost for proposed capital improvement water lines 12-inches and larger in diameter classified as City initiated, or City participation in oversize water lines, include the City's full cost of the proposed facility. Developer's initiated water line projects, 12 inches or less in diameter were not included in this Impact Fee analysis, as the cost for these size lines are the responsibility of the developer.

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3. Water Supply

The City of McKinney currently receives all of its water supply from the North Texas Municipal Water District (NTMWD). McKinney's allocation of the capital cost of services as a Member of the NTMWD was specifically excluded from the impact fee analysis.

If included, McKinney's share of the NTMWD capital cost could include the original construction cost, expansion cost and financing cost of the following components:

a) Water Rights Cost in Lake Lavon and other Sources

b) Raw Water Intake Structures

c) Raw Water Pump Stations

d) Treatment Plant and Expansion

e) High Service Pump Stations

f) Transmission Lines

g) NTMWD Owned Ground Storage Facilities

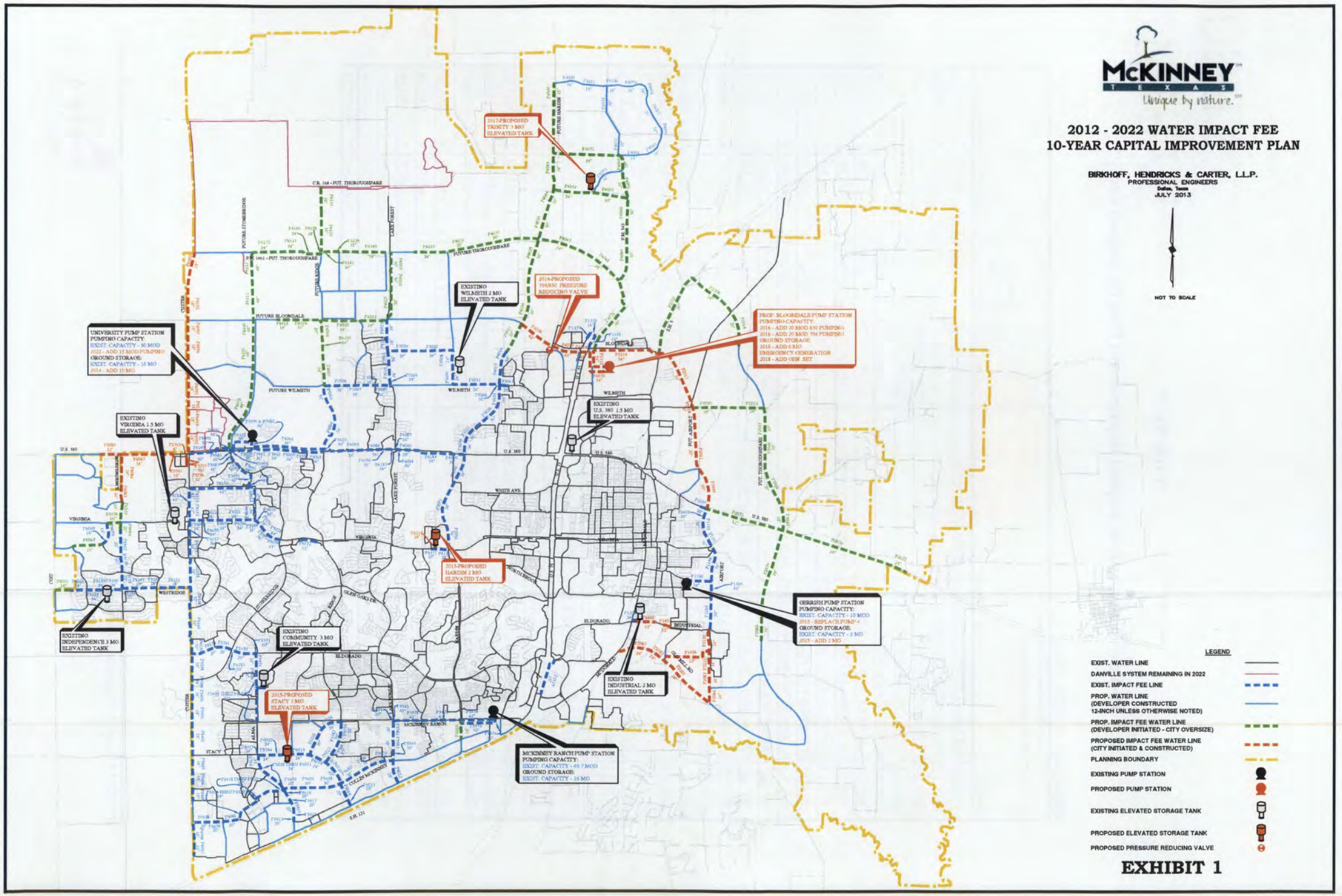
4. Water Distribution System Capital Improvement Projects for Impact Fees

In order to meet the demands of the anticipated growth over the next 10-years, as provided in the Land Use Assumptions prepared by the City of McKinney, certain water distribution system improvements are required. **Exhibit 1** shows the recommended water system improvements and **Table No. 7** itemizes each project and the project cost in 2012 dollars. These recommended improvements form the basis for the water system impact fee calculation.

The capital improvement plan for impact fees provides for system improvements within the defined Service Area Planning Boundary.

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McKINNEY TEXAS
Unique by nature.

2012 - 2022 WATER IMPACT FEE 10-YEAR CAPITAL IMPROVEMENT PLAN

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Dallas, Texas
JULY 2013

NOT TO SCALE

LEGEND

- EXIST. WATER LINE
- DANVILLE SYSTEM REMAINING IN 2022
- EXIST. IMPACT FEE LINE
- PROP. WATER LINE (DEVELOPER CONSTRUCTED 12-INCH UNLESS OTHERWISE NOTED)
- PROP. IMPACT FEE WATER LINE (DEVELOPER INITIATED - CITY OVERSIZE)
- PROPOSED IMPACT FEE WATER LINE (CITY INITIATED & CONSTRUCTED)
- PLANNING BOUNDARY
- EXISTING PUMP STATION
- PROPOSED PUMP STATION
- EXISTING ELEVATED STORAGE TANK
- PROPOSED ELEVATED STORAGE TANK
- PROPOSED PRESSURE REDUCING VALVE

EXHIBIT 1

Table No. 7

10-Year Water System Capital Improvement Plan for Impact Fees

PROPOSED WATER LINES

Year		Project	Size	Opinion of Construction Cost (A)	Debt Service (B)	Total Project Cost
		1=City Participation in Cost Oversize 2=City Initiated and Funded				
2014	2	INDUSTRIAL BLVD. 12" WATER LINE (PIPE BURST 8" to 12")	12"	$ 610,868	$ 320,707	$ 931,575
2014	2	COUCH DRIVE 12" WATER LINE LOOP	12"	$ 700,000	$ 367,500	$ 1,067,500
2015	2	US 380 / INDEPENDENCE LOOP	12",16",20",24"	$ 2,173,617	$ 1,141,149	$ 3,314,766
2014	1	US 380 / COIT SUBDIVISION OFFSITE	16", 20", 24"	$ 235,861	$ 123,827	$ 359,688
2015	1	BLUESTEM 16" WATER LINE	16"	$ 42,750	$ 22,444	$ 65,194
2015	1	WESTRIDGE 16" WATER LINE	16"	$ 29,349	$ 15,408	$ 44,757
2015	1	S.H. 5 36" WATER LINE & WILLOWWOOD 36" & 24" WATER LINE	24", 36"	$ 2,307,387	$ 1,211,378	$ 3,518,765
2016	1	HARDIN SOUTH 16" WATER LINE	16"	$ 27,264	$ 14,314	$ 41,578
2017	1	STONEBRIDGE 48" WATER LINE	48"	$ 6,096,215	$ 3,200,512	$ 9,296,727
2017	1	HARDIN 30" WATER LINE - (TRINITY FALLS WEST FEED)	30"	$ 2,188,580	$ 1,149,004	$ 3,337,584
2017	1	F.M. 543 24" & 16" WATER LINE	16", 24"	$ 402,059	$ 211,081	$ 613,140
2017	1	F.M. 1461 (FUTURE E/W THOROUGHFARE) 24" & 18" WATER LINE	18", 24"	$ 861,612	$ 452,346	$ 1,313,958
2018	1	HARDIN 24" & 16" (TRINITY FALLS WEST FEED NORTH)	16", 24"	$ 425,132	$ 223,194	$ 648,326
2018	1	COUNTY ROAD 227 16" WATER LINE	16"	$ 94,617	$ 49,674	$ 144,291
2018	2	AIRPORT WATER LINE NORTH LOOP	20", 36"	$ 3,569,134	$ 1,873,795	$ 5,442,929
2018	2	CUSTER 18" NORTH WATER LINE	18"	$ 2,301,937	$ 1,208,517	$ 3,510,454
2019	1	RIDGE 20" & 24" WATER LINES	20", 24"	$ 498,838	$ 261,890	$ 760,728
2019	1	RIDGE 16" WATER LINES (LOOP TO OLD DANVILLE SYSTEM)	16"	$ 92,909	$ 48,777	$ 141,686
2019	1	LAKE FOREST 30" WATER LINE	30"	$ 910,261	$ 477,887	$ 1,388,148
2019	1	BLOOMDALE 16" WATER LINE - 850 PHASE 1	16"	$ 61,438	$ 32,255	$ 93,693
2019	1	BLOOMDALE 16" WATER LINE - 850 PHASE 2	16"	$ 95,152	$ 49,955	$ 145,107
2020	2	BLOOMDALE 794 PUMP STATION 54" DISCHARGE LINE	54"	$ 3,890,601	$ 2,042,566	$ 5,933,167
2020	2	AIRPORT 24" WATER LINE SOUTH LOOP	24"	$ 1,356,344	$ 712,082	$ 2,068,426
2020	2	OLD MILL ROAD 24" WATER LINE (FUTURE THOROUGHFARE)	24"	$ 2,008,863	$ 1,054,653	$ 3,063,516
2020	1	BLOOMDALE 850 PUMP STATION 42 & 54" DISCHARGE LINE	42", 54"	$ 4,029,477	$ 2,115,476	$ 6,144,953
2021	1	FUTURE 850 EAST / WEST THOROUGHFARE 20" & 24" WATER LINE	20", 24"	$ 1,541,297	$ 809,182	$ 2,350,479
2021	1	BLOOMDALE PUMP STATION 850 DISCHARGE LINE (TRINITY FALLS EAST FEED)	24", 30", 48"	$ 4,127,908	$ 2,167,151	$ 6,295,059
2022	1	F.M. 2933 30" WATER LINE	30"	$ 1,625,879	$ 853,587	$ 2,479,466
2022	1	MCINTYRE / WOODLAWN 36" WATER LINE	36"	$ 1,540,425	$ 808,723	$ 2,349,148
2022	1	U.S. 380 EAST WATER LINE	12", 24"	$ 1,859,159	$ 976,058	$ 2,835,217
2022	1	FUTURE NORTH / SOUTH THOROUGHFARE 16" WATER LINE	16"	$ 162,415	$ 85,268	$ 247,683
		Subtotal: Proposed Water Lines		**$ 45,867,348**	**$ 24,080,360**	**$ 69,947,708**

(A) Opinion of Cost includes:
a) Engineer's Opinion of Construction Cost
b) Professional Services Fees (Survey, Engineering, Testing, Legal
c) Cost of Easement or Land Acquisitions

(B) Debt Service based on 20-year simple interest bonds at 5%

EXHIBIT 2

Table No. 7 Cont.

PUMPING AND STORAGE FACILITIES

Year	Project	Capacity	Opinion of Construction Cost (A)	Debt Service (B)	Total Project Cost
2013	Hardin Elevated Storage Tank	2 MG	$ 5,202,788	$ 2,731,464	$ 7,934,252
2014	University 10-MG Ground Storage Reservoir No. 3	10 MG	$ 4,950,000	$ 2,598,750	$ 7,548,750
2014	794/850 PRV		$ 183,920	$ 96,558	$ 280,478
2015	Gerrish 2-MG Ground Storage Reservoir No. 2	2 MG	$ 2,200,000	$ 1,155,000	$ 3,355,000
2015	Gerrish Pump Station Expansion - Replace Pump 4 + Electrical	4.8 MGD	$ 1,100,000	$ 577,500	$ 1,677,500
2016	Stacy Elevated Storage Tank	3 MG	$ 6,700,000	$ 3,517,500	$ 10,217,500
2017	Trinity Falls Elevated Storage Tank	3 MG	$ 6,700,000	$ 3,517,500	$ 10,217,500
2018	Bloomdale Pump Station - Phase I (850)	20 MGD	$ 4,730,149	$ 2,483,328	$ 7,213,477
2018	Bloomdale 6-MG Ground Storage Reservoir No. 1	6 MG	$ 2,640,000	$ 1,386,000	$ 4,026,000
2018	Bloomdale Pump Station - Emergency Generator No. 1	1000 kW	$ 660,000	$ 346,500	$ 1,006,500
2018	Bloomdale Pump Station - Phase I (794)	20 MGD	$ 4,730,149	$ 2,483,328	$ 7,213,477
2022	University Pump Station Phase III Improvements - Add Pump	15 MGD	$ 550,000	$ 288,750	$ 838,750
	Subtotal: Pumping and Storage Facilities		**$ 40,347,006**	**$ 21,182,178**	**$ 61,529,184**

PLANNING EXPENSES

Year		Project	Capacity	Opinion of Cost (1)	Debt Service (2)	Total Project Cost
2007		Water & Wastewater System Master Plan & Impact Fee Analysis		$ 204,417	$ -	$ 204,417
		Subtotal: Planning Expenses		**$ 204,417**	**$ -**	**$ 204,417**
		GRAND TOTAL: Water Distribution System CIP		**$ 86,418,771**	**$ 45,262,538**	**$ 131,681,309**

EXHIBIT 2

5. Utilized Capacity

Utilized capacity for the water distribution system was calculated based on the water line size required for each model year (2012, 2022 and build out). Analysis of the water distribution system is based on the maximum daily demand, maximum hourly demand, and the minimum hourly demand. Pump station capacity is generally based on the maximum daily system demand while transmission and distribution facilities are sized based on either the maximum hourly demand or the minimum hourly demand, whichever demand is greater for a particular water line. Often times, the capacity of a water line is determined by the flows generated by the minimum hourly demand. The minimum hourly flows are usually higher in those lines that are used to refill elevated storage. For each line segment in the water distribution model, the buildout flow rate in the line was compared to the flow rate in the same line segment for the 2012 and the 2022 models.

The percent utilized capacity was then calculated for each year based on the buildout capacity. The utilized capacity during the Impact Fee period is the difference between the year 2022 capacity and the year 2012 capacity. **Table No. 8** below summarizes the project cost and utilized cost over the impact fee period of 2012 - 2022 for each element of the Water Distribution System. The utilized capacity for each water distribution facility, both existing and proposed, is presented in detail in Impact Fee Capacity Calculation **Table Nos. 9, 10, 11, 12 and 13.**

Table No. 8

Summary of Eligible Water Distribution Project Cost and Utilized Capacity Cost

Water System Facility	20-Year Project Cost	Utilized Capacity ($) in the CRP Period
Existing Pump Stations & Storage	$74,737,483	$19,576,395
Existing Transmission/Distribution Lines	$66,836,124	$11,022,749
Proposed Pump Stations & Storage	$61,529,184	$43,027,372
Proposed Transmission/Distribution Lines	$69,947,708	$21,785,316
Planning Expenses	$204,417	$204,417
Total:	**$273,254,916**	**$95,616,249**

EXHIBIT 2

TABLE NO. 9
Water Pump Station Facilities

Pump Station Improvements			Year Const.	Projected Capacity (MGD)	Pump Station Cost ($)				Capacity Utilized (%)			Capacity Utilized ($)		
					Const.	Engineering & Testing	20 Year Debt Service @ 5% Simple Interest	Total 20 Yr. Project Cost $	2012	2022	In The CRF Period	2012	2022	In The CRF Period
McKinney Ranch Pump Station														
Original Construction (794)	[3]	**	1986	10.8	$ 164,200	$ 16,420	$ 94,826	$ 275,446	100.0%	100.0%	0.0%	$ 275,446	$ 275,446	$ -
Original Construction (920)	[3]	**	1987	14.3	$ 189,700	$ 18,970	$ 109,552	$ 318,222	100.0%	100.0%	0.0%	$ 318,222	$ 318,222	$ -
Phase I Improvements (920)	[4]		1999	20.1	$ 1,020,172	$ 103,000	$ 589,665	$ 1,712,837	20.0%	60.0%	40.0%	$ 342,567	$ 1,027,702	$ 685,135
Phase II Improvements (920)	[1]		2002	5.0	$ 157,929	$ 40,000	$ 103,913	$ 301,842	20.0%	60.0%	40.0%	$ 60,368	$ 181,105	$ 120,737
850 Service Area Pumps (850)	[3]		2007	15.0	$ 4,184,997	$ 303,285	$ 2,356,348	$ 6,844,630	20.0%	40.0%	20.0%	$ 1,368,926	$ 2,737,852	$ 1,368,926
Emergency Generator (2 Sets)			2008		$ 1,875,964	$ 222,263	$ 1,101,569	$ 3,199,795	40.0%	60.0%	20.0%	$ 1,279,918	$ 1,919,877	$ 639,959
University Pump Station														
Phase IA Improvements (920)	[2]	*	2004	20.0	$2,380,738	$166,880	$ 1,337,499	$ 3,885,117	50.0%	100.0%	50.0%	$ 1,942,558	$ 3,885,117	$ 1,942,558
Phase II Improvements (850)	[2]		2007	30.0	$2,949,246	$189,113	$ 1,647,638	$ 4,785,996	77.0%	83.0%	6.0%	$ 3,685,217	$ 3,972,377	$ 287,160
Phase II Improvements (920)	[2]		2007	30.0	$2,949,246	$189,113	$ 1,647,638	$ 4,785,996	50.0%	100.0%	50.0%	$ 2,392,998	$ 4,785,996	$ 2,392,998
Emergency Generator - Set 1			2008		$2,024,937	$148,017	$ 1,140,801	$ 3,313,755	50.0%	100.0%	50.0%	$ 1,656,877	$ 3,313,755	$ 1,656,877
(1) Phase III Improvements (920)	[1]		2022	15.0	$500,000	$50,000	$ 288,750	$ 838,750	0.0%	47.0%	47.0%	$ -	$ 394,213	$ 394,213
Gerrish Pump Station														
(1) Replace Pump 4 + Electrical	[3]	*	2015	4.8	$ 1,000,000	$ 100,000	$ 577,500	$ 1,677,500	0.0%	100.0%	100.0%	$ -	$ 1,677,500	$ 1,677,500
Bloomdale Pump Station														
(1) Phase I Improvements (850)	[2]	*	2018	20.0	$ 4,300,135	$ 430,014	$ 2,483,328	$ 7,213,477	0.0%	60.0%	60.0%	$ -	$ 4,328,086	$ 4,328,086
(1) Phase I Improvements (794)	[2]	*	2018	20.0	$ 4,300,135	$ 430,014	$ 2,483,328	$ 7,213,477	0.0%	50.0%	50.0%	$ -	$ 3,606,738	$ 3,606,738
(1) Emergency Generator - Set 1			2018		$ 600,000	$ 60,000	$ 346,500	$ 1,006,500	0.0%	60.0%	60.0%	$ -	$ 603,900	$ 603,900
794 / 850 Pressure Reducing Valve (Bloomdale Road and Community Blvd.)														
(1) 794/850 PRV Station			2014		$ 151,800	$ 32,120	$ 96,558	$ 280,478	0.0%	100.0%	100.0%	$ -	$ 280,478	$ 280,478
Total				**205.0**	**$ 28,749,198**	**$ 2,499,206**	**$ 16,405,413**	**$ 47,653,817**				**$ 13,323,098**	**$ 33,308,364**	**$ 19,985,265**

* Includes Property Acquisition
** 10% of Construction Assumed for Engineering and Testing
(1) Estimated Cost in 2012 Dollars
[4] Number of Pumps

EXHIBIT 2

TABLE NO. 10
Ground Storage Reservoirs

Pump Station		Year Const.	Capacity (MG)	Capital Cost ($) Const.	Eng. & Testing	20 Year Debt Service @ 5% Simple Interest	Total 20 Yr. Project Cost $	Capacity Utilized (%) 2007	2017	In the CRF Period	Capacity Utilized ($) 2012	2022	In the CRF Period
EXISTING GROUND STORAGE RESERVOIRS													
McKinney Ranch No. 1 (FM-720)	*	1987	6.0	$ 2,910,000	$ 291,000	$ 1,680,525	$ 4,881,525	38.0%	61.0%	23.0%	$ 1,854,980	$ 2,977,730	$ 1,122,751
McKinney Ranch No. 2 (FM-720)	1	2007	10.0	$ 3,748,480	$ 335,500	$ 2,144,090	$ 6,228,070	38.0%	61.0%	23.0%	$ 2,366,667	$ 3,799,123	$ 1,432,456
University No. 1	1	2003	6.0	$ 2,008,499	$ 150,544	$ 1,133,498	$ 3,292,541	51.0%	86.0%	35.0%	$ 1,679,196	$ 2,831,585	$ 1,152,389
University No. 2	1	2007	10.0	$ 5,921,753	$ 257,689	$ 3,244,207	$ 9,423,649	51.0%	86.0%	35.0%	$ 4,806,061	$ 8,104,338	$ 3,298,277
PROPOSED GROUND STORAGE RESERVOIRS													
University No. 3	2*	2014	10.0	$ 4,500,000	$ 450,000	$ 2,598,750	$ 7,548,750	0.0%	48%	48%	$ -	$ 3,623,400	$ 3,623,400
Gerrish No. 2 (Buried)	2*	2015	2.0	$ 2,000,000	$ 200,000	$ 1,155,000	$ 3,355,000	0.0%	100.0%	100.0%	$ -	$ 3,355,000	$ 3,355,000
Bloomdale No. 1	2*	2018	6.0	$ 2,400,000	$ 240,000	$ 1,386,000	$ 4,026,000	0.0%	42.0%	42.0%	$ -	$ 1,690,920	$ 1,690,920
Total			**50.0**	**$ 23,488,732**	**$ 1,924,733**	**$ 13,342,070**	**$ 38,755,535**				**$ 10,706,903**	**$ 26,382,096**	**$ 15,675,193**

* 10% of Construction Assumed for Engineering and Testing
(1) Actual Cost
(2) Estimated Cost in 2012 Dollars

EXHIBIT 2

TABLE NO. 11
Elevated Storage Tanks

Elevated Storage		Pressure Divide	Year Const.	Storage Capacity (MGD)	Capital Cost ($) Const.	Eng. & Testing	20 Year Debt Service @ 5% Simple Interest	Total 20 Yr. Project Cost $	Capacity Utilized (%) 2012	2022	In the CRF Period	Capacity Utilized ($) 2012	2022	In the CRF Period
EXISTING ELEVATED STORAGE TANKS														
U.S. 380	2*	794	Unknown	1.5	$ 550,000	$ 55,000	$ -	$ 605,000	89.0%	93.0%	4.0%	$ 538,450	$ 562,650	$ 24,200
Virginia	1*	920	1993	1.5	$ 1,234,301	$ 123,430	$ 712,809	$ 2,070,540	100.0%	100.0%	0.0%	$ 2,070,540	$ 2,070,540	$ -
Community	1	920	2002	3.0	$ 3,313,500	$ 105,000	$ 1,794,713	$ 5,213,213	100.0%	100.0%	0.0%	$ 5,213,213	$ 5,213,213	$ -
Industrial	1	794	2002	2.0	$ 1,787,500	$ 70,000	$ 975,188	$ 2,832,688	71.0%	87.0%	16.0%	$ 2,011,208	$ 2,464,439	$ 453,230
Wilmeth	1	850	2006	2.0	$ 2,400,000	$ 280,137	$ 1,407,072	$ 4,087,209	60.0%	68.0%	8.0%	$ 2,452,325	$ 2,779,302	$ 326,977
Independence	1	920	2008	3.0	$ 4,218,250	$ 161,693	$ 2,299,470	$ 6,679,413	56.0%	96.0%	40.0%	$ 3,740,471	$ 6,412,236	$ 2,671,765
PROPOSED ELEVATED STORAGE TANKS														
Hardin	2*	850	2013	2.0	$ 4,828,953	$ 373,835	$ 2,731,464	$ 7,934,252	0.0%	82.0%	82.0%	$ -	$ 6,506,087	$ 6,506,087
Stacy	2*	920	2016	3.0	$ 6,300,000	$ 400,000	$ 3,517,500	$ 10,217,500	0.0%	100.0%	100.0%	$ -	$ 10,217,500	$ 10,217,500
Trinity Falls	2*	850	2017	3.0	$ 6,300,000	$ 400,000	$ 3,517,500	$ 10,217,500	0.0%	66.0%	66.0%	$ -	$ 6,743,550	$ 6,743,550
Total				**21.0**	**$ 30,932,504**	**$ 1,969,095**	**$ 16,955,716**	**$ 49,857,315**				**$ 16,026,208**	**$ 42,969,517**	**$ 26,943,309**

* 10% of Construction Assumed for Engineering and Testing
(1) Actual Cost
(2) Estimated Cost in 2012 Dollars

EXHIBIT 2

TABLE NO. 12
Existing Impact Fee Water Lines

1 - City Participation in Cost Oversize
2 - City Initiated and Funded

Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
F.M. 720 PUMP STATION 30" WATER LINE															
Pump Station Name Change to McKinney Ranch - Project from McKinney Ranch Pump Station to Hardin Rd.															
1 P5573	920	2,282	30		$61.63	$140,651		$73,842	$214,493	77%	90%	13%	$165,160	$193,044	$27,884
1 P5574	920	287	30		$61.63	$17,689		$9,287	$26,976	69%	90%	21%	$18,613	$24,278	$5,665
Subtotal:		**2,569**		**1990**		**$158,340**	**5%**	**$83,129**	**$241,469**				**$183,773**	**$217,322**	**$33,549**
VIRGINIA PARKWAY 24" WATER LINE															
From Stonebridge Dr. West to the Virigna Eleavated Storage Tank															
1 P5023	920	443	24		$5.80	$2,567		$1,348	$3,915	0%	0%	0%	$0	$0	$0
1 P5024	920	228	24		$5.80	$1,324		$695	$2,019	0%	100%	100%	$0	$2,019	$2,019
1 P5069	920	976	24		$5.80	$5,659		$2,971	$8,630	100%	100%	0%	$8,630	$8,630	$0
1 P5070	920	299	24		$5.80	$1,735		$911	$2,646	95%	100%	5%	$2,514	$2,646	$132
1 P5071	920	582	24		$5.80	$3,374		$1,771	$5,145	96%	100%	4%	$4,939	$5,145	$206
1 P5072	920	1,109	24		$5.80	$6,429		$3,375	$9,804	99%	100%	1%	$9,706	$9,804	$98
1 P5073	920	298	24		$5.80	$1,729		$908	$2,637	100%	100%	0%	$2,637	$2,637	$0
1 P5074	920	919	24		$5.80	$5,324		$2,795	$8,119	100%	100%	0%	$8,119	$8,119	$0
1 P5075	920	636	24		$5.80	$3,686		$1,935	$5,621	100%	100%	0%	$5,621	$5,621	$0
1 P5076	920	1,148	24		$5.80	$6,653		$3,493	$10,146	100%	100%	0%	$10,146	$10,146	$0
1 P5077	920	552	24		$5.80	$3,199		$1,679	$4,878	100%	100%	0%	$4,878	$4,878	$0
1 P5078	920	469	24		$5.80	$2,716		$1,426	$4,142	100%	100%	0%	$4,142	$4,142	$0
1 P5079	920	376	24		$5.80	$2,182		$1,146	$3,328	94%	100%	6%	$3,128	$3,328	$200
1 P5761	920	184	24		$5.80	$1,066		$560	$1,626	0%	0%	0%	$0	$0	$0
1 P6198	920	387	24		$5.80	$2,244		$1,178	$3,422	0%	0%	0%	$0	$0	$0
Subtotal:		**8,607**		**1992**		**$49,884**	**5%**	**$26,191**	**$76,078**				**$64,460**	**$67,115**	**$2,655**
CUSTER 16" WATER LINE															
From Stacy Rd. to Stonebridge Dr.															
1 P5399	920	461	16		$44.97	$20,734		$10,885	$31,619	81%	100%	19%	$25,611	$31,619	$6,008
1 P5400	920	1,281	16		$44.97	$57,617		$30,249	$87,866	80%	100%	20%	$70,293	$87,866	$17,573
1 P5401	920	1,311	16		$44.97	$58,950		$30,949	$89,899	77%	100%	23%	$69,222	$89,899	$20,677
1 P5402	920	3,005	16		$44.97	$135,140		$70,949	$206,089	80%	100%	20%	$164,871	$206,089	$41,218
Subtotal:		**6,059**		**1996**		**$272,440**	**5%**	**$143,032**	**$415,473**				**$329,997**	**$415,473**	**$85,476**
F.M. 720 PARALLEL 42" WATER LINE															
F.M. 720 Now Called McKinney Ranch Pkwy.- Project Begins at McKinney Ranch Pump Station and Ends at Lake Forest Dr.															
2 P5544	920	59	20		$170.38	$10,092		$5,298	$15,390	84%	90%	6%	$12,928	$13,851	$923
2 P5545	920	42	42		$170.38	$7,158		$3,758	$10,916	84%	90%	6%	$9,169	$9,824	$655
2 P5578	920	8,018	42		$170.38	$1,366,121		$717,213	$2,083,334	81%	89%	8%	$1,687,501	$1,854,167	$166,667
2 P7573	920	131	42		$170.38	$22,321		$11,719	$34,040	79%	88%	9%	$26,892	$29,955	$3,064
Subtotal:		**8,250**		**1999**		**$1,405,692**	**5%**	**$737,988**	**$2,143,680**				**$1,736,490**	**$1,907,797**	**$171,309**

EXHIBIT 2

TABLE NO. 12
Existing Impact Fee Water Lines

1 - City Participation in Cost Oversize
2 - City Initiated and Funded

Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
CUSTER 16" WATER LINE															
From Stonebridge Dr. to Cotton Ridge Rd. (Pipes 5135, 5295, 5296 &5297 Were Adandoned in 2009 with Custer Utility Relocations)															
2 P5135	920	2,330	16		$104.00	$242,328		$127,223	$369,551	0%	0%	0%	$0	$0	$0
2 P5295	920	1,700	16		$104.00	$176,849		$92,846	$269,695	0%	0%	0%	$0	$0	$0
2 P5296	920	2,666	16		$104.00	$277,273		$145,569	$422,842	0%	0%	0%	$0	$0	$0
2 P5297	920	1,372	16		$104.00	$142,637		$74,885	$217,522	0%	0%	0%	$0	$0	$0
2 P5298	920	2,042	16		$104.00	$212,350		$111,484	$323,834	0%	0%	0%	$0	$0	$0
Subtotal:		**10,110**		**1999**		**$1,051,437**	**5%**	**$552,007**	**$1,603,444**				**$0**	**$0**	**$0**
INDUSTRIAL 2-MG ELEVATED STORAGE TANK WATER LINE															
From Industrial Elevated Storage Tank to McDonald St.															
2 P1304	794	561	24		$229.94	$128,893		$67,669	$196,562	81%	87%	6%	$159,215	$171,009	$11,794
Subtotal:		**561**		**2002**		**$128,893**	**5%**	**$67,669**	**$196,562**				**$159,215**	**$171,009**	**$11,794**
ALMA ROAD 24-INCH WATER LINE															
From Eldorado Pkwy. South to Community 3-MG Elevated Storage Tank															
1 P5403	920	1,146	24		$157.47	$180,391		$94,705	$275,096	100%	100%	0%	$275,096	$275,096	$0
1 P5404	920	897	24		$157.47	$141,275		$74,169	$215,444	100%	100%	0%	$215,444	$215,444	$0
1 P5405	920	674	24		$157.47	$106,120		$55,713	$161,833	100%	100%	0%	$161,833	$161,833	$0
1 P5406	920	140	24		$157.47	$22,011		$11,556	$33,567	100%	100%	0%	$33,567	$33,567	$0
Subtotal:		**2,856**		**2005**		**$449,797**	**5%**	**$236,143**	**$685,940**				**$685,940**	**$685,940**	**$0**
ELDORADO 20-INCH WATER LINE															
From Alma Rd. to Custer Rd.															
1 P5301	920	1,375	20		$14.31	$19,676		$10,330	$30,006	63%	100%	37%	$18,904	$30,006	$11,102
1 P5370	920	2,023	20		$14.31	$28,945		$15,196	$44,141	68%	100%	32%	$30,016	$44,141	$14,125
1 P5371	920	116	20		$14.31	$1,661		$872	$2,533	100%	100%	0%	$2,533	$2,533	$0
1 P6154	920	1,986	20		$14.31	$28,420		$14,921	$43,341	67%	100%	33%	$29,038	$43,341	$14,303
Subtotal:		**5,500**		**2005**		**$78,702**	**5%**	**$41,319**	**$120,021**				**$80,491**	**$120,021**	**$39,530**
GERRISH PUMP STATION / AIRPORT BLVD. 36-INCH WATER LINES															
From Gerrish Pump Station East to Airport Blvd. and Airport Blvd. from U.S. 380 to Industrial Blvd.															
2 P1059	794	532	36		$115.51	$61,501		$32,288	$93,789	100%	100%	0%	$93,789	$93,789	$0
2 P1192	794	1,366	36		$115.51	$157,828		$82,860	$240,688	73%	79%	6%	$175,702	$190,144	$14,441
2 P1193	794	952	36		$115.51	$109,911		$57,703	$167,614	73%	79%	6%	$122,358	$132,415	$10,057
2 P1194	794	2,918	36		$115.51	$337,101		$176,978	$514,079	76%	79%	3%	$390,700	$406,122	$15,422
2 P1195	794	2,574	36		$115.51	$297,294		$156,079	$453,373	16%	60%	44%	$72,540	$272,024	$199,484
2 P1360	794	2,110	36		$115.51	$243,761		$127,975	$371,736	47%	70%	23%	$174,716	$260,215	$85,499
2 P1395	794	1,300	36		$115.51	$150,176		$78,842	$229,018	20%	61%	41%	$45,804	$139,701	$93,897
2 P1408	794	831	36		$115.51	$95,966		$50,382	$146,348	73%	79%	6%	$106,834	$115,615	$8,781
Subtotal:		**12,584**		**2003**		**$1,453,539**	**5%**	**$763,107**	**$2,216,645**				**$1,182,443**	**$1,610,025**	**$427,581**

EXHIBIT 2

TABLE NO. 12
Existing Impact Fee Water Lines

1 - City Participation in Cost Oversize
2 - City Initiated and Funded

Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
UNIVERSITY 36-INCH WATER LINE - DISCHARGE LINE 1															
From Univeristy Pump Station to U.S. 380; East Along U.S. 380 to Stonebridge Dr.															
2 P5000	920	1,916	36		$224.18	$429,617		$225,549	$655,166	96%	100%	4%	$628,959	$655,166	$26,207
2 P5004	920	35	36		$224.18	$7,936		$4,166	$12,102	96%	100%	4%	$11,618	$12,102	$484
2 P7079	920	49	36		$224.18	$10,924		$5,735	$16,659	96%	100%	4%	$15,993	$16,659	$666
2 P7080	920	707	36		$224.18	$158,404		$83,162	$241,566	96%	100%	4%	$231,903	$241,566	$9,663
Subtotal:		**2,707**		**2003**		**$606,881**	**5%**	**$318,612**	**$925,493**				**$888,473**	**$925,493**	**$37,020**
HARDIN BLVD. 36-INCH WATER LINE - (VIRGINIA TO US 380)															
From Virgina Pkwy. to U.S. 380															
2 P3090	850	2,433	36		$159.83	$388,895		$204,170	$593,065	100%	100%	0%	$593,065	$593,065	$0
2 P3091	850	4,383	36		$159.83	$700,589		$367,809	$1,068,398	100%	100%	0%	$1,068,398	$1,068,398	$0
2 P3092	850	1,267	36		$159.83	$202,516		$106,321	$308,837	100%	100%	0%	$308,837	$308,837	$0
Subtotal:		**8,083**		**2003**		**$1,292,000**	**5%**	**$678,300**	**$1,970,300**				**$1,970,300**	**$1,970,300**	**$0**
HARDIN NORTH WATER LINE - (US 380 TO BUCHANAN)															
From U.S. 380 North to Buchanan St. (Constructed with President's Point)															
1 P3036	850	1,109	36		$272.00	$301,778		$158,433	$460,211	100%	100%	0%	$460,211	$460,211	$0
1 P3037	850	1,264	36		$272.00	$343,764		$180,476	$524,240	100%	100%	0%	$524,240	$524,240	$0
Subtotal:		**2,373**		**2002**		**$347,000**	**5%**	**$338,909**	**$984,451**				**$984,451**	**$984,451**	**$0**
850 WILMETH WATER MAIN - PHASE 1															
Along Hardin Blvd from Buchanan St. to Wilmeth Rd.															
2 P3038	850	3,414	36		$144.15	$492,196		$258,403	$750,599	100%	100%	0%	$750,599	$750,599	$0
2 P3039	850	777	36		$144.15	$112,076		$58,840	$170,916	100%	100%	0%	$170,916	$170,916	$0
2 P3040	850	82	36		$144.15	$11,792		$6,191	$17,983	100%	100%	0%	$17,983	$17,983	$0
2 P3041	850	707	20		$144.15	$101,879		$53,486	$155,365	100%	100%	0%	$155,365	$155,365	$0
Subtotal:		**4,981**		**2005**		**$717,943**	**5%**	**$376,920**	**$1,094,863**				**$1,094,863**	**$1,094,863**	**$0**
850 WILMETH WATER MAIN - PHASE 2															
Along Wilmeth Rd. from Hardin Blvd. to C.R. 943; North Along C.R. 943 2,880-ft; West to Lake Forest Dr.; South Along Lake Forest Dr. to Wilmeth Rd.															
2 P3010	850	1,445	36		$144.15	$208,253		$109,333	$317,586	70%	100%	30%	$222,310	$317,586	$95,276
2 P3011	850	1,075	36		$144.15	$154,922		$81,334	$236,256	75%	100%	25%	$177,192	$236,256	$59,064
2 P3026	850	2,897	24		$144.15	$417,539		$219,208	$636,747	100%	100%	0%	$636,747	$636,747	$0
2 P3027	850	2,285	24		$144.15	$329,373		$172,921	$502,294	100%	100%	0%	$502,294	$502,294	$0
2 P3028	850	1,857	24		$144.15	$267,645		$140,514	$408,159	100%	100%	0%	$408,159	$408,159	$0
2 P3030	850	902	24		$144.15	$129,978		$68,238	$198,216	100%	100%	0%	$198,216	$198,216	$0
2 P3031	850	3,664	24		$144.15	$528,127		$277,267	$805,394	70%	100%	30%	$563,776	$805,394	$241,618
2 P3369	850	293	36		$144.15	$42,180		$22,145	$64,325	0%	0%	0%	$0	$0	$0
Subtotal:		**14,416**		**2005**		**$2,078,018**	**5%**	**$1,090,960**	**$3,168,977**				**$2,708,694**	**$3,104,652**	**$395,958**

EXHIBIT 2

TABLE NO. 12
Existing Impact Fee Water Lines

1 - City Participation in Cost Oversize
2 - City Initiated and Funded

	Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity 2012	(%) Utilized Capacity 2022	(%) Utilized Capacity During Fee Period	($) Utilized Capacity 2012	($) Utilized Capacity 2022	($) Utilized Capacity During Fee Period
850 LOOPED SYSTEM NORTH																
From University Pump Station East to Future Ridge Rd.; Along Future Ridge Rd. North to Wilmeth Rd.; East Along Wilmeth Rd. to Lake Forest Dr.																
2	P3000	850	1,830	36		$144.15	$263,798		$138,494	$402,292	34%	63%	29%	$136,779	$253,444	$116,665
2	P3002	850	1,373	36		$144.15	$197,943		$103,920	$301,863	36%	67%	31%	$108,671	$202,248	$93,578
2	P3003	850	663	36		$144.15	$95,594		$50,187	$145,781	37%	69%	32%	$53,939	$100,589	$46,650
2	P3004	850	4,270	36		$144.15	$615,583		$323,181	$938,764	28%	54%	26%	$262,854	$506,933	$244,079
2	P3005	850	1,537	36		$144.15	$221,554		$116,316	$337,870	29%	73%	44%	$97,982	$246,645	$148,663
2	P3006	850	2,402	36		$144.15	$346,241		$181,777	$528,018	52%	100%	48%	$274,569	$528,018	$253,449
2	P3007	850	752	36		$144.15	$108,468		$56,946	$165,414	61%	100%	39%	$100,903	$165,414	$64,511
2	P3008	850	801	36		$144.15	$115,441		$60,607	$176,048	62%	100%	38%	$109,150	$176,048	$66,898
2	P3009	850	1,161	36		$144.15	$167,411		$87,891	$255,302	35%	100%	65%	$89,356	$255,302	$165,946
2	P3461	850	1,049	36		$144.15	$151,198		$79,379	$230,577	0%	0%	0%	$0	$0	$0
2	P3462	850	625	36		$144.15	$90,161		$47,335	$137,496	0%	0%	0%	$0	$0	$0
	Subtotal:		**16,465**		**2005**		**$2,373,392**	**5%**	**$1,246,033**	**$3,619,425**				**$1,234,203**	**$2,434,641**	**$1,200,439**
STONEBRIDGE 48-INCH WATERMAIN																
U.S. 380 to Lacima Dr.																
2	P5686	920	116	48		$395.31	$46,022		$24,162	$70,184	100%	100%	0%	$70,184	$70,184	$0
2	P5687	920	1,001	48		$395.31	$395,826		$207,809	$603,635	100%	100%	0%	$603,635	$603,635	$0
2	P5688	920	1,014	48		$395.31	$401,008		$210,529	$611,537	100%	100%	0%	$611,537	$611,537	$0
2	P5690	920	954	48		$395.31	$377,009		$197,930	$574,939	100%	100%	0%	$574,939	$574,939	$0
	Subtotal:		**3,086**		**2006**		**$1,219,865**	**5%**	**$640,430**	**$1,860,295**				**$1,860,295**	**$1,860,295**	**$0**
36-INCH & 48INCH WATERLINE FROM VIRGINIA TO STONEBRIDGE																
Along Lacima Dr. from Stonebridge Dr. to Bristol Dr.; Along Bristol Dr. from Lacima Dr. to St. Gabriel Dr.; Along St. Gabriel Dr. from Bristol Dr. to Virginia Pkwy.																
2	P5034	920	49	48		$395.31	$19,181		$10,070	$29,251	100%	100%	0%	$29,251	$29,251	$0
2	P5691	920	740	48		$395.31	$292,559		$153,593	$446,152	100%	100%	0%	$446,152	$446,152	$0
2	P5692	920	212	48		$395.31	$83,652		$43,917	$127,569	100%	100%	0%	$127,569	$127,569	$0
2	P5693	920	2,726	36		$395.31	$1,077,659		$565,771	$1,643,430	100%	100%	0%	$1,643,430	$1,643,430	$0
2	P5694	920	390	36		$395.31	$154,158		$80,933	$235,091	100%	100%	0%	$235,091	$235,091	$0
	Subtotal:		**4,116**		**2006**		**$1,627,208**	**5%**	**$854,284**	**$2,481,493**				**$2,481,493**	**$2,481,493**	**$0**
ALMA ROAD 24-INCH WATER LINE (CRAIG RANCH NORTH)																
From Community 3-MG Elevated Storage Tank South to C.R. 152																
1	P5407	920	293	24		$596.91	$174,973		$0	$174,973	100%	100%	0%	$174,973	$174,973	$0
1	P5408	920	632	24		$596.91	$377,419		$0	$377,419	100%	100%	0%	$377,419	$377,419	$0
1	P5409	920	831	24		$596.91	$495,759		$0	$495,759	100%	100%	0%	$495,759	$495,759	$0
1	P5410	920	265	24		$596.91	$158,210		$0	$158,210	100%	100%	0%	$158,210	$158,210	$0
1	P5411	920	704	24		$596.91	$419,978		$0	$419,978	100%	100%	0%	$419,978	$419,978	$0
1	P5412	920	77	24		$596.91	$45,890		$0	$45,890	100%	100%	0%	$45,890	$45,890	$0
	Subtotal:		**2,801**		**2002**		**$1,672,230**	**0%**	**$0**	**$1,672,229**				**$1,672,229**	**$1,672,229**	**$0**

EXHIBIT 2

TABLE NO. 12
Existing Impact Fee Water Lines

1 - City Participation in Cost Oversize
2 - City Initiated and Funded

Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity 2012	(%) Utilized Capacity 2022	(%) Utilized Capacity During Fee Period	($) Utilized Capacity 2012	($) Utilized Capacity 2022	($) Utilized Capacity During Fee Period
LAKE FOREST DRIVE 30-INCH WATER LINE (WAL-MART)															
From McKinney Ranch Pkwy. South 1,400-ft															
1 P5582	920	1,373	30		$148.06	$203,232		$106,697	$309,929	61%	97%	36%	$189,057	$300,631	$111,574
Subtotal:		**1,373**		**2004**		**$203,232**	**5%**	**$106,697**	**$309,929**				**$189,057**	**$300,631**	**$111,574**
VILLAGE PARK - PHASE 1 - 20", 30" & 36" WATER LINE (LAKE FOREST DR., COLLIN MCKINNEY PKWY. & RIDGE RD.)															
20" - Ridge Road from Stacy Rd. to McKinney Ranch Pkwy.; 30" -Lake Forest Dr. from 1,400-ft South of McKinney Ranch Pkwy. to Collin McKinney Pkwy.; 36"- Collin McKinney Pkwy. from Lake Forest Dr. to 1,900-ft West															
1 P5583	920	1,087	30		$50.51	$54,892		$28,818	$83,710	61%	97%	36%	$51,063	$81,199	$30,136
1 P5584	920	711	30		$50.51	$35,927		$18,862	$54,789	60%	97%	37%	$32,873	$53,145	$20,272
1 P5606	920	666	36		$50.51	$33,644		$17,663	$51,307	41%	100%	59%	$21,036	$51,307	$30,271
1 P5586	920	1,054	20		$50.51	$53,225		$27,943	$81,168	46%	100%	54%	$37,337	$81,168	$43,831
1 P5587	920	434	20		$50.51	$21,911		$11,503	$33,414	70%	100%	30%	$23,390	$33,414	$10,024
1 P5588	920	1,331	20		$50.51	$67,221		$35,291	$102,512	55%	97%	42%	$56,382	$99,437	$43,055
1 P5607A	920	1,900	36		$50.51	$95,963		$50,381	$146,344	55%	97%	42%	$80,489	$141,954	$61,464
1 P6017	920	624	20		$50.51	$31,523		$16,550	$48,073	57%	100%	43%	$27,402	$48,073	$20,671
Subtotal:		**7,807**		**2004**		**$394,306**	**5%**	**$207,011**	**$601,317**				**$329,972**	**$589,697**	**$259,724**
COLLIN MCKINNEY 30" & 36" WATER LINE (CRAIG RANCH INFRASTRUCTURE) (VCIM 1)															
From 1,900-ft West of Lake Forest Dr. to Alma Dr.															
1 P5607B	920	1,584	36		$81.13	$128,513		$0	$128,513	29%	97%	68%	$37,269	$124,658	$87,389
1 P5608	920	2,844	30		$81.13	$230,735		$0	$230,735	53%	95%	42%	$122,290	$219,198	$96,909
1 P5609	920	603	30		$81.13	$48,930		$0	$48,930	54%	95%	41%	$26,422	$46,484	$20,061
1 P5682	920	358	30		$81.13	$29,057		$0	$29,057	100%	100%	0%	$29,057	$29,057	$0
1 P5696	920	895	30		$81.13	$72,616		$0	$72,616	0%	0%	0%	$0	$0	$0
Subtotal:		**6,284**		**2004**		**$509,851**	**0%**	**$0**	**$509,851**				**$215,038**	**$419,397**	**$204,359**

EXHIBIT 2

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Existing Impact Fee Water Lines

1 - City Participation in Cost Oversize
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	Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
											2012	2022	During Fee Period	2012	2022	During Fee Period
COLLIN MCKINNEY 20" & 24" WATER LINE (CRAIG RANCH INFRASTRUCTURE) (VCIM 1)																
From Alma Dr. to TPC Dr.																
1	P5610	920	299	20		$81.13	$24,284		$0	$24,284	54%	94%	40%	$13,113	$22,827	$9,714
1	P5618	920	495	24		$81.13	$40,175		$0	$40,175	51%	77%	26%	$20,489	$30,935	$10,446
1	P5619	920	307	24		$81.13	$24,904		$0	$24,904	54%	76%	22%	$13,448	$18,927	$5,479
1	P5620	920	294	24		$81.13	$23,826		$0	$23,826	59%	82%	23%	$14,057	$19,537	$5,480
1	P5621	920	238	24		$81.13	$19,298		$0	$19,298	60%	83%	23%	$11,579	$16,017	$4,439
1	P5622	920	290	24		$81.13	$23,564		$0	$23,564	60%	83%	23%	$14,138	$19,558	$5,420
1	P5623	920	298	24		$81.13	$24,145		$0	$24,145	60%	83%	23%	$14,487	$20,040	$5,553
1	P5624	920	290	24		$81.13	$23,550		$0	$23,550	61%	83%	22%	$14,366	$19,547	$5,181
1	P5625	920	296	24		$81.13	$24,001		$0	$24,001	60%	84%	24%	$14,401	$20,161	$5,760
1	P5626	920	220	24		$81.13	$17,839		$0	$17,839	51%	73%	22%	$9,098	$13,022	$3,925
1	P5627	920	586	24		$81.13	$47,510		$0	$47,510	54%	73%	19%	$25,655	$34,682	$9,027
1	P5628	920	597	24		$81.13	$48,446		$0	$48,446	38%	73%	35%	$18,409	$35,366	$16,956
1	P5629	920	922	24		$81.13	$74,838		$0	$74,838	41%	71%	30%	$30,684	$53,135	$22,451
	Subtotal:		**5,132**		**2004**		**$416,381**	**0%**	**$0**	**$416,380**				**$213,924**	**$323,754**	**$109,831**
ALMA ROAD 20-INCH WATER LINE (CRAIG RANCH INFRASTRUCTURE) (VCIM 1)																
From Collin McKinney Parkway to S.H. 121																
1	P5611	920	879	20		$81.13	$71,305		$0	$71,305	52%	93%	41%	$37,079	$66,314	$29,235
1	P5612	920	349	20		$81.13	$28,346		$0	$28,346	46%	93%	47%	$13,039	$26,362	$13,323
1	P5613	920	347	20		$81.13	$28,136		$0	$28,136	40%	93%	53%	$11,254	$26,166	$14,912
1	P5616	920	624	20		$81.13	$50,664		$0	$50,664	62%	100%	38%	$31,412	$50,664	$19,252
1	P5617	920	583	20		$81.13	$47,264		$0	$47,264	61%	100%	39%	$28,831	$47,264	$18,433
	Subtotal:		**2,782**		**2004**		**$225,715**	**0%**	**$0**	**$225,715**				**$121,615**	**$216,770**	**$95,155**
WESTRIDGE WATER LINE																
From Custer Rd. to the Indpendence Elevated Storage Tank																
1	P5148	920	1,100	20		$47.85	$52,634		$27,633	$80,267	100%	100%	0%	$80,267	$80,267	$0
1	P5149	920	578	20		$47.85	$27,648		$14,515	$42,163	100%	100%	0%	$42,163	$42,163	$0
1	P5150	920	1,106	18		$47.85	$52,906		$27,776	$80,682	100%	100%	0%	$80,682	$80,682	$0
1	P5151	920	2,689	18		$47.85	$128,656		$67,544	$196,200	100%	100%	0%	$196,200	$196,200	$0
	Subtotal:		**5,472**		**2002**		**$261,844**	**5%**	**$137,468**	**$399,312**				**$399,312**	**$399,312**	**$0**
INDEPENDENCE 20-INCH WATER LINE																
From Westridge Blvd. to 650-ft South of Virginia Pkwy.																
1	P5136	920	1,245	20		$46.75	$58,194		$30,552	$88,746	37%	100%	63%	$32,836	$88,746	$55,910
1	P5137	920	1,005	20		$46.75	$46,980		$24,665	$71,645	45%	100%	55%	$32,240	$71,645	$39,405
1	P5138	920	259	20		$46.75	$12,128		$6,367	$18,495	45%	100%	55%	$8,323	$18,495	$10,172
1	P5567	920	1,205	20		$46.75	$56,342		$29,580	$85,922	33%	100%	67%	$28,354	$85,922	$57,568
1	P5695	920	920	20		$46.75	$43,029		$22,590	$65,619	33%	100%	67%	$21,654	$65,619	$43,965
	Subtotal:		**4,635**		**2002**		**$216,672**	**5%**	**$113,754**	**$330,427**				**$123,407**	**$330,427**	**$207,020**

EXHIBIT 2

TABLE NO. 12
Existing Impact Fee Water Lines

1 - City Participation in Cost Oversize
2 - City Initiated and Funded

Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
STACY ROAD WATER LINE															
From S.H. 121 to Old FM 720															
1 P6013	920	445	20		$55.40	$24,653		$12,943	$37,596	52%	100%	48%	$19,550	$37,596	$18,046
1 P6014	920	1,486	20		$55.40	$82,333		$43,225	$125,558	66%	100%	34%	$82,868	$125,558	$42,690
1 P6016	920	2,148	20		$54.65	$117,361		$61,614	$178,975	55%	98%	43%	$98,436	$175,396	$76,959
1 P6018	920	1,357	24		$82.11	$111,452		$58,512	$169,964	35%	100%	65%	$59,487	$169,964	$110,477
1 P6019	920	1,395	24		$82.11	$114,552		$60,140	$174,692	36%	100%	64%	$62,889	$174,692	$111,803
Subtotal:		**6,831**		**2007**		**$450,351**	**5%**	**$236,434**	**$686,785**				**$323,230**	**$683,206**	**$359,975**
MCKINNEY RANCH 16-INCH WATER LINE															
From Ridge Rd. to Stacy Rd.															
1 P6024	920	1,666	16		$34.40	$57,313		$30,089	$87,402	24%	98%	74%	$20,976	$85,654	$64,677
1 P6026	920	2,331	16		$34.40	$80,179		$42,094	$122,273	45%	100%	55%	$55,023	$122,273	$67,250
Subtotal:		**3,997**		**2007**		**$137,492**	**5%**	**$72,183**	**$209,675**				**$75,999**	**$207,927**	**$131,927**
COLLIN MCKINNEY 20-INCH WATER LINE - (CRAIG RANCH INFRASTRUCTURE) (VCIM 2)															
From Boston Rd. to Custer Rd.															
1 P5678	920	1,057	20		$130.86	$138,278		$0	$138,278	28%	67%	39%	$38,718	$92,646	$53,928
1 P5679	920	1,335	20		$130.86	$174,742		$0	$174,742	26%	66%	40%	$45,433	$115,330	$69,897
Subtotal:		**2,392**		**2007**		**$313,020**	**0%**	**$0**	**$138,278**				**$38,718**	**$92,646**	**$53,928**
ALMA ROAD 24-INCH WATER LINE - (CRAIG RANCH INFRASTRUCTURE) (VCIM 2)															
From Stacy Road to Collin McKinney Pkwy.															
1 P6027	920	147	24		$130.86	$19,299		$10,132	$29,431	100%	100%	0%	$29,431	$29,431	$0
1 P6028	920	684	24		$130.86	$89,520		$46,998	$136,518	57%	96%	39%	$77,815	$131,057	$53,242
1 P6029	920	626	24		$130.86	$81,967		$43,033	$125,000	56%	96%	40%	$70,000	$120,000	$50,000
1 P6030	920	727	24		$130.86	$95,126		$49,941	$145,067	56%	96%	40%	$81,238	$139,264	$58,027
1 P6031	920	472	24		$130.86	$61,731		$32,409	$94,140	56%	96%	40%	$52,718	$90,374	$37,656
1 P6171	920	1,014	24		$130.86	$132,632		$69,632	$202,264	56%	98%	42%	$113,268	$198,219	$84,951
Subtotal:		**3,670**		**2007**		**$480,275**	**5%**	**$252,145**	**$732,420**				**$424,470**	**$708,345**	**$283,876**
CUSTER ROAD 16-INCH WATER LINE - (CRAIG RANCH INFRASTRUCTURE) (VCIM 2)															
From Stacy Rd. to Town Crossing (2,720-ft South of Boston Rd.)															
1 P5665	920	1,561	16		$130.86	$204,277		$107,245	$311,522	83%	86%	3%	$258,563	$267,909	$9,346
1 P5666	920	1,113	16		$130.86	$145,680		$76,482	$222,162	83%	86%	3%	$184,394	$191,059	$6,665
1 P5667	920	917	16		$130.86	$120,016		$63,008	$183,024	48%	72%	24%	$87,852	$131,777	$43,926
1 P6037	920	1,290	16		$130.86	$168,843		$88,643	$257,486	90%	100%	10%	$231,737	$257,486	$25,749
1 P6038	920	1,430	16		$130.86	$187,146		$98,252	$285,398	80%	88%	8%	$228,318	$251,150	$22,832
Subtotal:		**6,312**		**2007**		**$825,962**	**5%**	**$433,630**	**$1,259,592**				**$990,864**	**$1,099,381**	**$108,518**

EXHIBIT 2

TABLE NO. 12
Existing Impact Fee Water Lines

1 - City Participation in Cost Oversize
2 - City Initiated and Funded

Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
COLLIN MCKINNEY 20-INCH WATER LINE - ROWLETT CREEK BRIDGE															
From TPC Dr. to Boston Rd.															
2 P6041	920	1,324	20		$18.35	$24,289		$12,752	$37,041	39%	68%	29%	$14,446	$25,188	$10,742
Subtotal:		**1,324**		**2006**		**$24,289**	**5%**	**$12,752**	**$37,041**				**$14,446**	**$25,188**	**$10,742**
BRISTOL / CUSTER 42-INCH WATER LINE															
Bristol Dr. from Lacima Dr. to Custer Rd. & Custer Rd. from Bristol Dr. to Virginia Pkwy.															
2 P6150	920	4,864	42		$ 507.59	$2,468,962		$1,296,205	$3,765,167	100%	100%	0%	$3,765,167	$3,765,167	$0
2 P6151	920	610	42		$ 507.59	$309,743		$162,615	$472,358	100%	100%	0%	$472,358	$472,358	$0
2 P6152	920	871	42		$ 507.59	$441,921		$232,009	$673,930	100%	100%	0%	$673,930	$673,930	$0
2 P6222	920	900	42		$ 507.59	$456,834		$239,838	$696,672	100%	100%	0%	$696,672	$696,672	$0
Subtotal:		**7,245**		**2008**		$3,677,460	**5%**	**$1,930,667**	**$5,608,127**				**$5,608,127**	**$5,608,127**	**$0**
CUSTER ROAD UTILITY RELOCATION															
From Virginia Pkwy. to Eldorado Pkwy.															
2 P5130	920	275	36		$ 432.46	$118,725		$62,331	$181,056	100%	100%	0%	$181,056	$181,056	$0
2 P5132	920	260	36		$ 432.46	$112,437		$59,029	$171,466	100%	100%	0%	$171,466	$171,466	$0
2 P5754	920	487	30		$ 432.46	$210,584		$110,557	$321,141	100%	100%	0%	$321,141	$321,141	$0
2 P6153	920	841	36		$ 432.46	$363,495		$190,835	$554,330	100%	100%	0%	$554,330	$554,330	$0
2 P6155	920	1,717	36		$ 432.46	$742,406		$389,763	$1,132,169	100%	100%	0%	$1,132,169	$1,132,169	$0
2 P6156	920	2,392	36		$ 432.46	$1,034,493		$543,109	$1,577,602	100%	100%	0%	$1,577,602	$1,577,602	$0
2 P6168	920	1,347	30		$ 432.46	$582,648		$305,890	$888,538	100%	100%	0%	$888,538	$888,538	$0
2 P6169	920	2,744	30		$ 432.46	$1,186,493		$622,909	$1,809,402	100%	100%	0%	$1,809,402	$1,809,402	$0
2 P6170	920	1,007	30		$ 432.46	$435,495		$228,635	$664,130	100%	100%	0%	$664,130	$664,130	$0
Subtotal:		**11,069**		**2010**		**$4,786,776**	**5%**	**$2,513,058**	**$7,299,834**				**$7,299,834**	**$7,299,834**	**$0**
ELDORADO PKWY. / STONEBRIDGE DRIVE INTERSECTION 20-INCH WATER LINE															
Intersection of Eldorado Pkwy. and Stonebridge Dr. - Replace Existing 12" Water Line with 20" Water Line by Bore															
2 P6183	920	210	20		$1,041.85	$218,789		$5,250	$224,039	68%	100%	32%	$152,347	$224,039	$71,692
Subtotal:		**210**		**2012**		**$218,789**	**5%**	**$218,789**	**$218,789**						

EXHIBIT 2

TABLE NO. 12
Existing Impact Fee Water Lines

1 - City Participation in Cost Oversize
2 - City Initiated and Funded

	Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
											2012	2022	During Fee Period	2012	2022	During Fee Period
U.S. 380 36-INCH WATER LINE																
From Univeristy Pump Station to Hardin Rd.																
2	P3423	850	30	36		$361.55	$10,765		$5,652	$16,417	71%	100%	29%	$11,656	$16,417	$4,761
2	P4084	850	5,597	36		$361.55	$2,023,591		$1,062,385	$3,085,976	40%	100%	60%	$1,234,390	$3,085,976	$1,851,586
2	P4085	850	3,633	36		$361.55	$1,313,651		$689,667	$2,003,318	71%	100%	29%	$1,422,356	$2,003,318	$580,962
2	P4086	850	1,082	36		$361.55	$391,083		$205,319	$596,402	79%	100%	21%	$471,158	$596,402	$125,244
2	P4087	850	320	36		$361.55	$115,531		$60,654	$176,185	83%	100%	17%	$146,234	$176,185	$29,951
2	P4088	850	129	30		$361.55	$46,731		$24,534	$71,265	83%	100%	17%	$59,150	$71,265	$12,115
2	P4089	850	1,451	30		$361.55	$524,737		$275,487	$800,224	91%	100%	9%	$728,204	$800,224	$72,020
2	P4090	850	926	30		$361.55	$334,611		$175,671	$510,282	94%	100%	6%	$479,665	$510,282	$30,617
2	P4183	850	441	36		$361.55	$159,447		$83,710	$243,157	81%	100%	19%	$196,957	$243,157	$46,200
2	P4184	850	3,229	30		$361.55	$1,167,383		$612,876	$1,780,259	92%	100%	8%	$1,637,838	$1,780,259	$142,421
2	P4196	850	366	36		$361.55	$132,334		$69,475	$201,809	81%	100%	19%	$163,465	$201,809	$38,344
	Subtotal:		**17,204**		**2012**		**$6,219,865**	**5%**	**$3,265,430**	**$9,485,294**				**$6,551,073**	**$9,485,294**	**$2,934,221**
UNIVERSITY PUMP STATION DISCHARGE LINE NO. 2																
From University Pump Station West to Future Stonebridge Dr.; South Along Future Stonebridge Dr. to U.S. 380; U.S. 380 to Custer Rd.																
2	P6090	920	184	48		$677.22	$124,891		$65,568	$190,459	100%	100%	0%	$190,459	$190,459	$0
2	P6091	920	112	48		$677.22	$75,772		$39,780	$115,552	12%	27%	15%	$13,866	$31,199	$17,333
2	P6148	920	2,145	66		$677.22	$1,452,373		$762,496	$2,214,869	55%	60%	5%	$1,218,178	$1,328,921	$110,743
2	P6149	920	2,784	30		$677.22	$1,885,175		$989,717	$2,874,892	47%	82%	35%	$1,351,199	$2,357,411	$1,006,212
2	P6235	920	623	30		$677.22	$422,236		$221,674	$643,910	41%	77%	36%	$264,003	$495,811	$231,808
2	P7061	920	106	48		$677.22	$71,490		$37,532	$109,022	66%	72%	6%	$71,955	$78,496	$6,541
	Subtotal:		**5,954**		**2009**		**$4,031,938**	**5%**	**$2,116,767**	**$6,148,704**				**$3,109,660**	**$4,482,297**	**$1,372,637**
STACY ROAD 24-INCH WATER LINE																
From Alma Rd. East 2,756-ft																
1	P6020	920	687	24		193.1462403	$132,707		$69,671	$202,378	60%	100%	40%	$121,427	$202,378	$80,951
1	P5744	920	1,950	24		193.1462403	$376,677		$197,755	$574,432	60%	100%	40%	$344,659	$574,432	$229,773
	Subtotal:		**2,637**		**2009**		**$509,384**	**5%**	**$267,426**	**$776,810**				**$466,086**	**$776,810**	**$310,724**
HARDIN 36-INCH WATER LINE (TIMBER CREEK ACCESS IMPROVEMENTS)																
From Wilmeth Rd. to Holly Ridge Way																
1	P4015	850	1,200	36		$249.81	$299,890		$157,442	$457,332	10%	46%	36%	$45,733	$210,373	$164,640
1	P4016	850	1,606	36		$249.81	$401,100		$210,578	$611,678	0%	40%	40%	$0	$244,671	$244,671
	Subtotal:		**2,806**		**2010**		**$700,990**	**5%**	**$368,020**	**$1,069,010**				**$45,733**	**$455,044**	**$409,311**
LAKE FOREST 20-INCH WATER LINE																
From Collin McKinney Pkwy. to S.H. 121																
1	P6012	920	1,879	20		$302.70	$568,772		$298,605	$867,377	100%	100%	0%	$867,377	$867,377	$0
	Subtotal:		**1,879**		**2010**		**$568,772**	**5%**	**$298,605**	**$867,377**				**$867,377**	**$867,377**	**$0**

EXHIBIT 2

TABLE NO. 12
Existing Impact Fee Water Lines

1 - City Participation in Cost Oversize
2 - City Initiated and Funded

Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
VALOR POINTE AT WESTRIDGE, PHASE 10 - 16-INCH WATER LINES															
Along Virgina Parkway West 1,250-ft to Future Westridge Subdivision; South & Southwest in Future Westridge Subdivision															
1 P6069	920	1,224	16		$18.45	$22,579		$11,854	$34,433	23%	100%	77%	$7,920	$34,433	$26,513
1 P6079	920	647	16		$18.45	$11,927		$6,262	$18,189	21%	100%	79%	$3,820	$18,189	$14,369
Subtotal:		**1,870**		**2012**		**$34,506**	**5%**	**$18,116**	**$52,622**				**$11,740**	**$52,622**	**$40,882**
920 VIRGINIA PKWY. 12-INCH PARALLEL LINE															
From Adriatic Pkwy. to Ridge Rd.															
2 P5232	920	949	12		$67.51	$64,038		$33,620	$97,658	100%	100%	0%	$97,658	$97,658	$0
2 P5702	920	620	12		$67.51	$41,874		$21,984	$63,858	100%	100%	0%	$63,858	$63,858	$0
2 P5736	920	949	12		$67.51	$64,102		$33,654	$97,756	96%	100%	4%	$93,846	$97,756	$3,910
2 P5737	920	389	12		$67.51	$26,232		$13,772	$40,004	97%	100%	3%	$38,804	$40,004	$1,200
2 P6172	920	1,095	12		$67.51	$73,920		$38,808	$112,728	97%	100%	3%	$109,346	$112,728	$3,382
Subtotal:		**4,002**		**2011**		**$270,166**	**5%**	**$141,838**	**$412,004**				**$403,512**	**$412,004**	**$8,492**
WESTRIDGE 24-INCH WATER LINE															
Westridge Blvd. Phase 4A & 4B (Custer West Partners) From Independence Elevated Storage Tank to Willard Dr.															
1 P5158	920	1,163	24		$50.74	$58,996		$30,973	$89,969	36%	81%	45%	$32,389	$72,875	$40,486
1 P5159	920	632	24		$50.74	$32,041		$16,822	$48,863	39%	82%	43%	$19,057	$40,068	$21,011
1 P5160	920	867	24		$50.74	$43,971		$23,085	$67,056	79%	97%	18%	$52,974	$65,044	$12,070
1 P5683	920	287	24		$50.74	$14,561		$7,645	$22,206	41%	83%	42%	$9,104	$18,431	$9,327
1 P6062	920	1,289	24		$50.74	$65,385		$34,327	$99,712	4%	80%	76%	$3,988	$79,770	$75,781
Subtotal:		**4,237**		**2007**		**$214,953**	**5%**	**$112,852**	**$327,806**				**$117,512**	**$276,188**	**$158,675**

EXHIBIT 2

TABLE NO. 12
Existing Impact Fee Water Lines

1 - City Participation in Cost Oversize
2 - City Initiated and Funded

Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			(S) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
LAKE FOREST 36-INCH WATER LINE															
From Willmeth Phase 2 Water Line to Bloomdale Rd.															
1 P4013	850	1,650	36		$421.10	$694,746		$364,742	$1,059,488	0%	15%	15%	$0	$158,923	$158,923
1 P4189	850	892	36		$421.10	$375,571		$197,175	$572,746	5%	17%	12%	$28,637	$97,367	$68,730
Subtotal:		**2,542**		**2010**		**$1,070,317**	**5%**	**$561,917**	**$1,632,234**				**$28,637**	**$256,290**	**$227,653**
HARDIN ELEVATED STORAGE TANK WATER LINES															
From Mallard Lakes 12" WL to Hardin Blvd.															
2 P3359	850	464	24		$407.34	$188,899		$99,172	$288,071	0%	82%	82%	$0	$236,218	$236,218
2 P3371	850	369	12		$169.32	$62,399		$32,759	$95,158	0%	82%	82%	$0	$78,030	$78,030
2 P4116	850	1,072	24		$300.92	$322,536		$169,331	$491,867	0%	75%	75%	$0	$368,900	$368,900
Subtotal:		**1,904**		**2012**		**$573,834**	**5%**	**$301,262**	**$875,096**				**$0**	**$683,148**	**$683,148**
US 75 UTILITY RELOCATIONS															
From Market Place Dr. South to Existing 16" Water Line															
2 P2116	794	1,848	16		$376.42	$695,619		$365,200	$1,060,819	68%	81%	13%	$721,357	$859,263	$137,906
Subtotal:		**1,848**		**2012**		**$695,619**	**5%**	**$365,200**					**$721,357**	**$859,263**	**$137,906**
US 75 UTILITY RELOCATIONS - PHASE III															
Along NB US 75 From Bloomdale Rd. North; US 75 Crossing; From US 75 Crossing Along SB US 75															
2 P3175	794	1,186	16		$218.41	$259,097		$136,026	$395,123	13%	66%	53%	$51,366	$260,781	$209,415
2 P3176	794	458	16		$218.41	$100,086		$52,545	$152,631	13%	66%	53%	$19,842	$100,736	$80,894
2 P3177	794	544	16		$218.41	$118,756		$62,347	$181,103	6%	65%	59%	$10,866	$117,717	$106,851
Subtotal:		**2,188**		**2012**		**$477,940**	**5%**	**$250,918**	**$728,857**				**$82,074**	**$479,234**	**$397,160**
EXISTING TOTAL:		**241,729**				**$45,493,957**		**$22,497,972**	**$66,836,124**				**$48,090,584**	**$59,113,332**	**$11,022,749**

EXHIBIT 2

TABLE NO. 13
Proposed Impact Fee Water Lines

1 - City Participation in Cost Oversize

2 - City Initiated and Funded

**Average Unit Costs are Based in 2012 Dollars Unless Otherwise Indicated and Includes 20% for Engineering and Easements.*

	Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
											2012	2022	During Fee Period	2012	2022	During Fee Period
INDUSTRIAL BLVD. 12" WATER LINE (PIPE BURST 8" to 12")																
From Industrial Elevated Tank East 1,540-ft & from Union Pacific RR to Lavon Dr.																
2	P1399 *	794	160	12		$261.90	$41,782		$21,936	$63,718	0%	82%	82%	$0	$52,249	$52,249
2	P1402 *	794	630	12		$261.90	$164,959		$86,604	$251,563	0%	85%	85%	$0	$213,829	$213,829
2	P1403 *	794	1,543	12		$261.90	$404,127		$212,167	$616,294	0%	84%	84%	$0	$517,687	$517,687
Subtotal:			**2,332**		**2014**		**$610,868**	**5%**	**$320,707**	**$931,575**				**$0**	**$783,765**	**$783,765**
COUCH DRIVE 12" WATER LINE LOOP																
From Airport Rd. to Couch Dr.																
2	P1406 *	794	4,120	12		$169.90	$700,000		$367,500	$1,067,500	0%	83%	83%	$0	$886,025	$886,025
					2014		**$700,000**	**5%**	**$367,500**	**$1,067,500**				**$0**	**$886,025**	**$886,025**
US 380 / INDEPENDENCE LOOP																
From Custer Rd. to Independence Pkwy. & Independence Pkwy. from US 380 to Virginia Pkwy. (Pipe 5757 is a Bore Across Custer)																
2	P5757 *	920	146	16		$550.00	$80,475		$42,249	$122,724	0%	70%	70%	$0	$85,907	$85,907
2	P5758 *	920	449	12		$114.00	$51,222		$26,892	$78,114	0%	83%	83%	$0	$64,835	$64,835
2	P5763 *	920	329	8		$85.00	$27,946		$14,672	$42,618	0%	100%	100%	$0	$42,618	$42,618
2	P5767 *	920	307	16		$132.00	$40,477		$21,250	$61,727	0%	89%	89%	$0	$54,937	$54,937
2	P6083 *	920	1,021	24		$225.00	$229,786		$120,638	$350,424	0%	88%	88%	$0	$308,373	$308,373
2	P6084 *	920	2,797	24		$225.00	$629,218		$330,339	$959,557	0%	88%	88%	$0	$844,410	$844,410
2	P6086 *	920	1,686	12		$114.00	$192,204		$100,907	$293,111	0%	89%	89%	$0	$260,869	$260,869
2	P6087 *	920	4,099	24		$225.00	$922,289		$484,202	$1,406,491	0%	90%	90%	$0	$1,265,842	$1,265,842
			10,834		**2015**		**$2,173,617**	**5%**	**$1,141,149**	**$3,314,766**				**$0**	**$2,927,791**	**$2,927,791**
US 380 / COIT SUBDIVISION OFFSITE																
20" Along Independence Pkwy. from 600-ft South of Virginia Pkwy.; 24" Along Independence Pkwy. from Virginia Virginia Pkwy. to 1,628-ft north of Virginia Pkwy.; 16" Along Virginia Pkwy. from Bluestem Dr. to Independence Pkwy.																
1	P6074 *	920	1,078	16		$18.00	$19,401		$10,186	$29,587	0%	81%	81%	$0	$23,965	$23,965
1	P6089 *	920	596	20		$60.00	$35,743		$18,765	$54,508	0%	100%	100%	$0	$54,508	$54,508
1	P6239 *	920	1,628	24		$111.00	$180,717		$94,876	$275,593	0%	89%	89%	$0	$245,278	$245,278
Subtotal:			**3,302**		**2014**		**$235,861**	**5%**	**$123,827**	**$359,688**				**$0**	**$323,751**	**$323,751**
BLUESTEM 16" WATER LINE																
16" Along Bluestem Dr. from Hidden Haven Dr. to Future Eden Dr.																
1	P6067 *	920	2,375	16		$18.00	$42,750		$22,444	$65,194	0%	100%	100%	$0	$65,194	$65,194
Subtotal:			**2,375**		**2015**		**$42,750**	**5%**	**$22,444**	**$65,194**				**$0**	**$65,194**	**$65,194**

EXHIBIT 2

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											2012	2022	During Fee Period	2012	2022	During Fee Period
WESTRIDGE 16" WATER LINE																
From Willard Drive to Coit Rd.																
1	P6061 *	920	1,630	16		$18.00	$29,349		$15,408	$44,757	0%	79%	79%	$0	$35,358	$35,358
Subtotal:			**1,630**		**2015**		**$29,349**	**5%**	**$15,408**	**$44,757**				**$0**	**$35,358**	**$35,358**
S.H. 5 36" WATER LINE & WILLOWWOOD 36" & 24" WATER LINE																
From Bloomdale Road to Future Willowwood Subdivision																
1	P2000 *	794	6,677	36		$276.00	$1,842,852		$967,497	$2,810,349	0%	7%	7%	$0	$196,724	$196,724
1	P2008 *	764	4,185	24		$111.00	$464,535		$243,881	$708,416	0%	11%	11%	$0	$77,926	$77,926
Subtotal:			**10,862**		**2015**		**$2,307,387**	**5%**	**$1,211,378**	**$3,518,765**				**$0**	**$274,650**	**$274,650**
HARDIN SOUTH 16" WATER LINE																
From McKinney Ranch Pkwy. to Collin McKinney Pkwy.																
1	P6010 *	920	1,515	16		$18.00	$27,264		$14,314	$41,578	0%	97%	97%	$0	$40,331	$40,331
Subtotal:			**1,515**		**2016**		**$27,264**	**5%**	**$14,314**	**$41,578**				**$0**	**$40,331**	**$40,331**
STONEBRIDGE 48" WATER LINE																
From U.S. 380 to F.M. 1461 (Future East-West Thoroughfare)																
1	P6092 *	920	6,911	48		$378.00	$2,612,307		$1,371,461	$3,983,768	0%	7%	7%	$0	$278,864	$278,864
1	P6100 *	920	1,500	48		$378.00	$566,928		$297,637	$864,565	0%	4%	4%	$0	$34,583	$34,583
1	P6101 *	920	2,301	48		$378.00	$869,604		$456,542	$1,326,146	0%	5%	5%	$0	$66,307	$66,307
1	P6111 *	920	3,289	48		$378.00	$1,243,172		$652,665	$1,895,837	0%	3%	3%	$0	$56,875	$56,875
1	P6112 *	920	2,128	48		$378.00	$804,204		$422,207	$1,226,411	0%	3%	3%	$0	$36,792	$36,792
Subtotal:			**16,128**		**2016**		**$6,096,215**	**5%**	**$3,200,512**	**$9,296,727**				**$0**	**$473,421**	**$473,421**
HARDIN 30" WATER LINE - (TRINITY FALLS WEST FEED)																
From Holly Ridge Way to FM 543																
1	P4017 *	850	2,448	30		$162.00	$396,643		$208,238	$604,881	0%	48%	48%	$0	$290,343	$290,343
1	P4034 *	850	2,422	30		$162.00	$392,296		$205,955	$598,251	0%	20%	20%	$0	$119,650	$119,650
1	P4035 *	850	4,530	30		$162.00	$733,808		$385,249	$1,119,057	0%	19%	19%	$0	$212,621	$212,621
1	P4036 *	850	2,474	30		$162.00	$400,835		$210,438	$611,273	0%	38%	38%	$0	$232,284	$232,284
1	P4044 *	850	1,636	30		$162.00	$264,998		$139,124	$404,122	0%	39%	39%	$0	$157,608	$157,608
Subtotal:			**13,510**		**2017**		**$2,188,580**	**5%**	**$1,149,004**	**$3,337,584**				**$0**	**$1,012,506**	**$1,012,506**
F.M. 543 24" & 16" WATER LINE																
From Hardin Blvd. to East Limits of Trinity Falls																
1	P4051 *	850	3,200	24		$111.00	$355,232		$186,497	$541,729	0%	76%	76%	$0	$411,714	$411,714
1	P4052 *	850	2,602	16		$18.00	$46,827		$24,584	$71,411	0%	51%	51%	$0	$36,420	$36,420
Subtotal:			**5,802**		**2017**		**$402,059**	**5%**	**$211,081**	**$613,140**				**$0**	**$448,134**	**$448,134**

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											2012	2022	During Fee Period	2012	2022	During Fee Period
F.M. 1461 (FUTURE E/W THOROUGHFARE) 24" & 18" WATER LINE																
From Future Stonebridge Dr. to Future Lake Forest Dr.																
1	P4164 *	920	1,348	24		$111.00	$149,610		$78,545	$228,155	0%	4%	4%	$0	$9,126	$9,126
1	P6132 *	920	3,041	24		$111.00	$337,515		$177,195	$514,710	0%	3%	3%	$0	$15,441	$15,441
1	P6133 *	920	1,142	24		$111.00	$126,750		$66,544	$193,294	0%	4%	4%	$0	$7,732	$7,732
1	P6140 *	920	3,657	18		$30.00	$109,710		$57,598	$167,308	0%	2%	2%	$0	$3,346	$3,346
1	P6141 *	920	940	24		$111.00	$104,301		$54,758	$159,059	0%	1%	1%	$0	$1,591	$1,591
1	P6176 *	920	452	18		$30.00	$13,546		$7,112	$20,658	0%	4%	4%	$0	$826	$826
1	P6178 *	920	182	24		$111.00	$20,180		$10,594	$30,774	0%	2%	2%	$0	$615	$615
	Subtotal:		**10,760**		**2017**		**$861,612**	**5%**	**$452,346**	**$1,313,958**				**$0**	**$38,677**	**$38,677**
HARDIN 24" & 16" (TRINITY FALLS WEST FEED NORTH)																
"Trinity Falls West Feed" From F.M. 546 to Trinity Falls North Loop																
1	P4069 *	850	2,925	24		$111.00	$324,686		$170,460	$495,146	0%	33%	33%	$0	$163,398	$163,398
1	P4070 *	850	5,580	16		$18.00	$100,446		$52,734	$153,180	0%	38%	38%	$0	$58,208	$58,208
	Subtotal:		**8,505**		**2018**		**$425,132**	**5%**	**$223,194**	**$648,326**				**$0**	**$221,606**	**$221,606**
COUNTY ROAD 227 16" WATER LINE																
From Future Hardin Rd. East to Trinity Falls																
1	P4072 *	850	5,256	16		$18.00	$94,617		$49,674	$144,291	0%	51%	51%	$0	$73,588	$73,588
	Subtotal:		**5,256**		**2018**		**$94,617**	**5%**	**$49,674**	**$144,291**				**$0**	**$73,588**	**$73,588**
AIRPORT WATER LINE NORTH LOOP																
Along Future Airport Blvd. From Bloomdale Rd. to U.S. 380																
2	P2017 *	794	4,995	36		$390.00	$1,947,997		$1,022,698	$2,970,695	0%	19%	19%	$0	$564,432	$564,432
2	P2018 *	794	421	36		$390.00	$164,202		$86,206	$250,408	0%	19%	19%	$0	$47,578	$47,578
2	P2043 *	794	4,928	20		$174.00	$857,552		$450,215	$1,307,767	0%	68%	68%	$0	$889,282	$889,282
2	P2044 *	794	3,445	20		$174.00	$599,383		$314,676	$914,059	0%	87%	87%	$0	$795,231	$795,231
	Subtotal:		**13,789**		**2018**		**$3,569,134**	**5%**	**$1,873,795**	**$5,442,929**				**$0**	**$2,296,523**	**$2,296,523**
CUSTER 18" NORTH WATER LINE																
From U.S. 380 North to FM 1461 (Future E / W Thoroughfare)																
2	P6052 *	920	1,426	18		$144.00	$205,353		$107,810	$313,163	0%	43%	43%	$0	$134,660	$134,660
2	P6093 *	920	2,174	18		$144.00	$312,996		$164,323	$477,319	0%	32%	32%	$0	$152,742	$152,742
2	P6096 *	920	2,617	18		$144.00	$376,916		$197,881	$574,797	0%	28%	28%	$0	$160,943	$160,943
2	P6097 *	920	1,392	18		$144.00	$200,431		$105,226	$305,657	0%	30%	30%	$0	$91,697	$91,697
2	P6102 *	920	3,095	18		$144.00	$445,733		$234,010	$679,743	0%	14%	14%	$0	$95,164	$95,164
2	P6103 *	920	2,348	18		$144.00	$338,065		$177,484	$515,549	0%	15%	15%	$0	$77,332	$77,332
2	P6210 *	920	1,925	18		$144.00	$277,167		$145,513	$422,680	0%	34%	34%	$0	$143,711	$143,711
2	P6211 *	920	1,009	18		$144.00	$145,276		$76,270	$221,546	0%	32%	32%	$0	$70,895	$70,895
	Subtotal:		**15,986**		**2018**		**$2,301,937**	**5%**	**$1,208,517**	**$3,510,454**				**$0**	**$927,144**	**$927,144**

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											2012	2022	During Fee Period	2012	2022	During Fee Period
RIDGE 20" & 24" WATER LINES																
From Wilmeth Rd. to Future Bloomdale Rd.																
1	P4007 *	850	3,003	24		$111.00	$333,364		$175,016	$508,380	0%	7%	7%	$0	$35,587	$35,587
1	P4008 *	850	1,732	20		$60.00	$103,901		$54,548	$158,449	0%	13%	13%	$0	$20,598	$20,598
1	P4109 *	850	555	24		$111.00	$61,573		$32,326	$93,899	0%	7%	7%	$0	$6,573	$6,573
	Subtotal:		**5,290**		**2019**		**$498,838**	**5%**	**$261,890**	**$760,728**				**$0**	**$62,758**	**$62,758**
RIDGE 16" WATER LINES (LOOP TO OLD DANVILLE SYSTEM)																
From FM 1461 to C.R. 168 (Future E / W Thoroughfare)																
1	P6134 *	920	2,078	16		$18.00	$37,401		$19,635	$57,036	0%	3%	3%	$0	$1,711	$1,711
1	P6135 *	920	3,084	16		$18.00	$55,508		$29,142	$84,650	0%	2%	2%	$0	$1,693	$1,693
	Subtotal:		**5,162**		**2019**		**$92,909**	**5%**	**$48,777**	**$141,686**				**$0**	**$3,404**	**$3,404**
LAKE FOREST 30" WATER LINE																
From Bloomdale Rd. to Future E/W Thoroughfare at C.R. 166 and F.M. 1461																
1	P4025 *	850	2,317	30		$162.00	$375,349		$197,058	$572,407	0%	15%	15%	$0	$85,861	$85,861
1	P4026 *	850	1,780	30		$162.00	$288,354		$151,386	$439,740	0%	15%	15%	$0	$65,961	$65,961
1	P4027 *	850	1,522	30		$162.00	$246,558		$129,443	$376,001	0%	15%	15%	$0	$56,400	$56,400
	Subtotal:		**5,619**		**2019**		**$910,261**	**5%**	**$477,887**	**$1,388,148**				**$0**	**$208,222**	**$208,222**
BLOOMDALE 16" WATER LINE - 850 PHASE 1																
From Future Ridge Rd. to Future Stonebridge Dr.																
1	P4018 *	850	1,534	16		$18.00	$27,619		$14,500	$42,119	0%	12%	12%	$0	$5,054	$5,054
1	P4019 *	850	1,879	16		$18.00	$33,819		$17,755	$51,574	0%	9%	9%	$0	$4,642	$4,642
	Subtotal:		**3,413**		**2019**		**$61,438**	**5%**	**$32,255**	**$93,693**				**$0**	**$9,696**	**$9,696**
BLOOMDALE 16" WATER LINE - 850 PHASE 2																
From Future Ridge Rd. to Lake Forest Dr.																
1	P4020 *	850	3,050	16		$18.00	$54,904		$28,825	$83,729	0%	41%	41%	$0	$34,329	$34,329
1	P4021 *	850	2,236	16		$18.00	$40,248		$21,130	$61,378	0%	56%	56%	$0	$34,372	$34,372
	Subtotal:		**5,286**		**2019**		**$95,152**	**5%**	**$49,955**	**$145,107**				**$0**	**$68,701**	**$68,701**
BLOOMDALE 794 PUMP STATION 54" DISCHARGE LINE																
From Future Bloomdale Pump Station to Bloomdale Rd. & East to S.H. 5																
2	P2112 *	794	1,446	54		$564.00	$815,578		$428,179	$1,243,757	0%	20%	20%	$0	$248,751	$248,751
2	P2114 *	794	5,452	54		$564.00	$3,075,023		$1,614,387	$4,689,410	0%	18%	18%	$0	$844,094	$844,094
	Subtotal:		**6,898**		**2020**		**$3,890,601**	**5%**	**$2,042,566**	**$5,933,167**				**$0**	**$1,092,845**	**$1,092,845**

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											2012	2022	During Fee Period	2012	2022	During Fee Period
AIRPORT 24" WATER LINE SOUTH LOOP																
Along Future Airport Blvd. From Industrial Blvd. South to Future SE Thoroughfare																
2	P2086 *	794	1,214	24		$225.00	$273,085		$143,370	$416,455	0%	77%	77%	$0	$320,670	$320,670
2	P2087 *	794	1,418	24		$225.00	$319,028		$167,490	$486,518	0%	53%	53%	$0	$257,855	$257,855
2	P2120 *	794	2,296	24		$225.00	$516,681		$271,258	$787,939	0%	55%	55%	$0	$433,366	$433,366
2	P2121 *	794	1,100	24		$225.00	$247,550		$129,964	$377,514	0%	53%	53%	$0	$200,082	$200,082
	Subtotal:		**6,028**		**2020**		**$1,356,344**	**5%**	**$712,082**	**$2,068,426**				**$0**	**$1,211,973**	**$1,211,973**
OLD MILL ROAD 24" WATER LINE (FUTURE THOROUGHFARE)																
From McDonald St. to Future Airport Blvd.																
2	P2082 *	794	2,473	24		$225.00	$556,437		$292,129	$848,566	0%	92%	92%	$0	$780,681	$780,681
2	P2083 *	794	1,551	24		$225.00	$348,971		$183,210	$532,181	0%	91%	91%	$0	$484,285	$484,285
2	P2085 *	794	4,904	24		$225.00	$1,103,455		$579,314	$1,682,769	0%	96%	96%	$0	$1,615,458	$1,615,458
	Subtotal:		**8,928**		**2020**		**$2,008,863**	**5%**	**$1,054,653**	**$3,063,516**				**$0**	**$2,880,424**	**$2,880,424**
BLOOMDALE 850 PUMP STATION 42 & 54" DISCHARGE LINE																
From Future Bloomdale Pump Station to Future Hardin Rd.																
2	P4024 *	850	2,971	42		$450.00	$1,337,025		$701,938	$2,038,963	0%	19%	19%	$0	$387,403	$387,403
2	P4075 *	850	2,549	54		$564.00	$1,437,901		$754,898	$2,192,799	0%	22%	22%	$0	$482,416	$482,416
2	P4077 *	850	1,977	42		$450.00	$889,588		$467,034	$1,356,622	0%	23%	23%	$0	$312,023	$312,023
2	P4118 *	850	811	42		$450.00	$364,963		$191,606	$556,569	0%	24%	24%	$0	$133,577	$133,577
	Subtotal:		**8,309**		**2020**		**$4,029,477**	**5%**	**$2,115,476**	**$6,144,953**				**$0**	**$1,315,419**	**$1,315,419**
FUTURE 850 EAST / WEST THOROUGHFARE 20" & 24" WATER LINE																
From U.S. 75 to Future Lake Forest Dr.																
1	P4037 *	850	2,631	24		$111.00	$292,070		$153,337	$445,407	0%	23%	23%	$0	$102,444	$102,444
1	P4038 *	850	2,806	20		$60.00	$168,367		$88,393	$256,760	0%	30%	30%	$0	$77,028	$77,028
1	P4039 *	850	4,540	20		$60.00	$272,401		$143,011	$415,412	0%	28%	28%	$0	$116,315	$116,315
1	P4047 *	850	3,945	24		$111.00	$437,921		$229,909	$667,830	0%	24%	24%	$0	$160,279	$160,279
1	P4048 *	850	3,338	24		$111.00	$370,538		$194,532	$565,070	0%	23%	23%	$0	$129,966	$129,966
	Subtotal:		**17,261**		**2021**		**$1,541,297**	**5%**	**$809,182**	**$2,350,479**				**$0**	**$586,032**	**$586,032**
BLOOMDALE PUMP STATION 850 DISCHARGE LINE (TRINITY FALLS EAST FEED)																
From Bloomdale Rd. North Along U.S. 75 to F.M. 543; North Along F.M. 543 to Trinity Falls																
1	P4049 *	850	4,519	30		$162.00	$732,094		$384,349	$1,116,443	0%	39%	39%	$0	$435,413	$435,413
1	P4050 *	850	2,217	30		$162.00	$359,195		$188,577	$547,772	0%	40%	40%	$0	$219,109	$219,109
1	P4076 *	850	7,002	48		$378.00	$2,646,927		$1,389,637	$4,036,564	0%	33%	33%	$0	$1,332,066	$1,332,066
1	P4091 *	850	2,278	24		$111.00	$252,892		$132,768	$385,660	0%	30%	30%	$0	$115,698	$115,698
1	P4092 *	850	1,232	24		$111.00	$136,800		$71,820	$208,620	0%	35%	35%	$0	$73,017	$73,017
	Subtotal:		**17,250**		**2021**		**$4,127,908**	**5%**	**$2,167,151**	**$6,295,059**				**$0**	**$2,175,303**	**$2,175,303**

EXHIBIT 2

TABLE NO. 13
Proposed Impact Fee Water Lines

1 - City Participation in Cost Oversize

2 - City Initiated and Funded

**Average Unit Costs are Based in 2012 Dollars Unless Otherwise Indicated and Includes 20% for Engineering and Easements.*

	Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
											2012	2022	During Fee Period	2012	2022	During Fee Period
F.M. 2933 30" WATER LINE																
From Woodlawn Rd. to U.S. 380 along a Future Thoroughfare																
1	P2047 *	794	2,618	30		$162.00	$424,165		$222,687	$646,852	0%	15%	15%	$0	$97,028	$97,028
1	P2048 *	794	1,077	30		$162.00	$174,466		$91,595	$266,061	0%	15%	15%	$0	$39,909	$39,909
1	P2049 *	794	4,740	30		$162.00	$767,875		$403,134	$1,171,009	0%	17%	17%	$0	$199,072	$199,072
1	P2050 *	794	1,601	30		$162.00	$259,373		$136,171	$395,544	0%	19%	19%	$0	$75,153	$75,153
Subtotal:			**10,036**		**2022**		**$1,625,879**	**5%**	**$853,587**	**$2,479,466**				**$0**	**$411,162**	**$411,162**
MCINTYRE / WOODLAWN 36" WATER LINE																
From Southern Pacific Railroad to F.M. 2933																
1	P2020 *	794	4,045	36		$276.00	$1,116,362		$586,090	$1,702,452	0%	7%	7%	$0	$119,172	$119,172
1	P2021 *	794	1,536	36		$276.00	$424,063		$222,633	$646,696	0%	7%	7%	$0	$45,269	$45,269
Subtotal:			**5,581**		**2022**		**$1,540,425**	**5%**	**$808,723**	**$2,349,148**				**$0**	**$164,441**	**$164,441**
U.S. 380 EAST WATER LINE																
From Airport Blvd. to C.R. 407																
1	P2075 *	794	6,215	12		$114.00	$708,486		$371,955	$1,080,441	0%	53%	53%	$0	$572,634	$572,634
1	P2076 *	794	7,013	24		$111.00	$778,411		$408,666	$1,187,077	0%	8%	8%	$0	$94,966	$94,966
1	P2077 *	794	3,354	24		$111.00	$372,262		$195,437	$567,699	0%	9%	9%	$0	$51,093	$51,093
Subtotal:			**16,581**		**2022**		**$1,859,159**	**5%**	**$976,058**	**$2,835,217**				**$0**	**$718,693**	**$718,693**
FUTURE NORTH / SOUTH THOROUGHFARE 16" WATER LINE																
From U.S. 380 (East of Intersection of U.S. 380 and Airport Blvd.) South to Enloe Rd.																
1	P2079 *	794	6,404	16		$18.00	$115,268		$60,516	$175,784	0%	19%	19%	$0	$33,399	$33,399
1	P2080 *	794	2,619	16		$18.00	$47,147		$24,752	$71,899	0%	20%	20%	$0	$14,380	$14,380
Subtotal:			**9,023**		**2022**		**$162,415**	**5%**	**$85,268**	**$247,683**				**$0**	**$47,779**	**$47,779**
PROPOSED TOTAL:			**253,251**				**$45,867,348**		**$24,080,360**	**$69,947,708**				**$0**	**$21,785,316**	**$21,785,316**

EXHIBIT 2

E. WASTEWATER COLLECTION SYSTEM

Computer models for the years 2012, 2022 and Buildout were prepared by Birkhoff, Hendricks & Carter. The models were developed and peak flows calculated from the residential population and non-residential land use projections provided by the City of McKinney's Planning Department. Computer models were run to determine peak wet weather flow to insure proper sizing of the collection system.

1. Collection Lines

The natural creeks, whose basins will collect wastewater through the installed system of collection lines that flow into the geographic area serviced by the NTMWD.

The wastewater collection system analysis covered all of the drainage basins within the Service Area planning boundary. Each collection system was analyzed for line sizes 12-inches in diameter and larger. Eliminating line sizes smaller than 12-inches in diameter from the study leaves only the interceptor and trunk lines included in the study. The wastewater project cost includes necessary appurtenances (manholes, lift stations, aerial crossings and the like), purchase of easements, utility relocation, pavement removal and replacement, and engineering costs. For existing Impact Fee projects, actual costs were utilized where known. Future project cost estimates were based on 2012 average unit cost per linear foot and includes engineering, easements, and construction cost.

All eligible wastewater collection line projects in the Service Area planning boundary were included in the impact fee analysis. Eligible existing and proposed wastewater facilities are shown on **Exhibit 2**.

2. Treatment

The North Texas Municipal Water District (NTMWD) provides the City of McKinney with a significant portion of its wastewater collection, and transportation. NTMWD also owns and operates the Wilson Creek Treatment Plant and provides all of McKinney's wastewater treatment. McKinney pays NTMWD for the cost of this service according to the City's present contribution of wastewater flows in each of the regional facilities in any given year.

EXHIBIT 2

This Impact Fee study excludes the cost of NTMWD regional collection and transportation and facilities located within the City's Service Area planning boundary that were paid for by NTMWD. Existing treatment plant and future treatment plant expansion costs of NTMWD were specifically excluded from this Impact Fee analysis.

3. Wastewater System Capital Improvement Projects for Impact Fees

The 10-year Wastewater System Capital Improvement Plan for Impact Fees was developed by Birkhoff, Hendricks & Carter, LLP. **Exhibit 2** shows the recommended system improvements and **Table No. 14** itemizes each project and the project cost. These recommended improvements form the basis for the Wastewater System Impact Fee Calculation.

The capital improvement plan for impact fees provides for system improvements within the defined Service Area Planning Boundary.

EXHIBIT 2

EXHIBIT 2

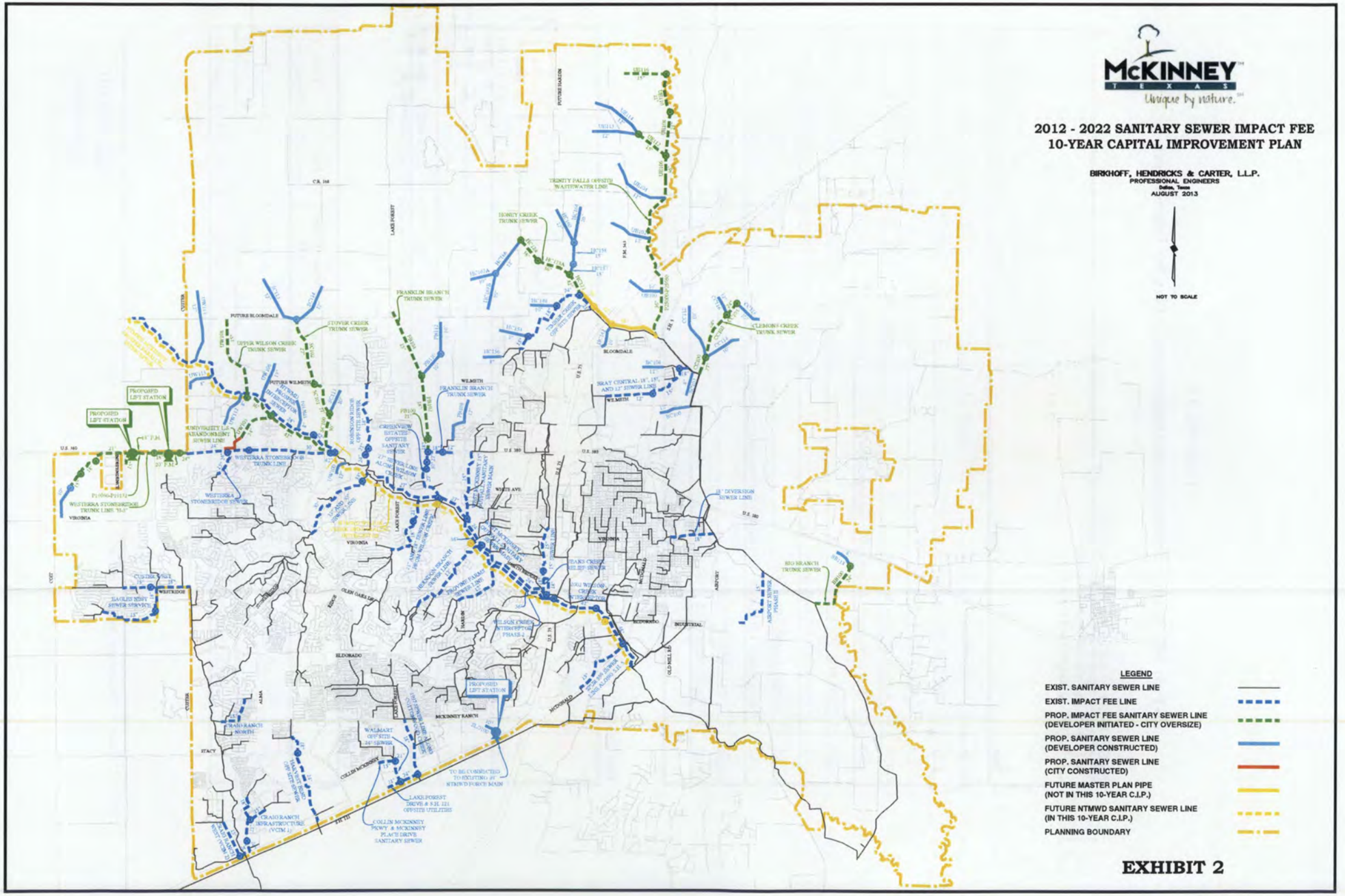

McKINNEY
TEXAS
Unique by nature.
2012 - 2022 SANITARY SEWER IMPACT FEE
10-YEAR CAPITAL IMPROVEMENT PLAN
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Dallas, Texas
AUGUST 2013
NOT TO SCALE
LEGEND
EXIST. SANITARY SEWER LINE
EXIST. IMPACT FEE LINE
PROP. IMPACT FEE SANITARY SEWER LINE (DEVELOPER INITIATED - CITY OVERSIZE)
PROP. SANITARY SEWER LINE (DEVELOPER CONSTRUCTED)
PROP. SANITARY SEWER LINE (CITY CONSTRUCTED)
FUTURE MASTER PLAN PIPE (NOT IN THIS 10-YEAR C.I.P.)
FUTURE NTMWD SANITARY SEWER LINE (IN THIS 10-YEAR C.I.P.)
PLANNING BOUNDARY
EXHIBIT 2

Table No. 14

10-Year Wastewater System Capital Improvement Plan for Impact Fees

PROPOSED WASTEWATER LINES

Year	1=City Participation in Cost Oversize 2=City Initiated and Funded	Project	Size	Opinion of Construction Cost (1)	Debt Service (2)	Total Project Cost
2013	1	Westerra Stonebridge - Sanitary Sewer Trunk Line Line "H-3"	15-24"	$ 628,692	$ 330,063	$ 958,755
2013	1	Trinity Falls Off-site Wastewater Line	36"	$ 2,503,778	$ 1,314,482	$ 3,818,260
2014	1	Clemons Creek Trunk Sewer	21"-27"	$ 834,039	$ 437,871	$ 1,271,910
2016	1	Honey Creek Trunk Sewer	15"-36"	$ 1,367,493	$ 717,933	$ 2,085,426
2017	1	NTMWD Prosper / McKinney Parallel Interceptor	42" - 48"	$ 1,799,107	$ 944,532	$ 2,743,639
2018	1	Big Branch Trunk Sewer	21"-27"	$ 468,264	$ 245,839	$ 714,103
2018	1	Upper East Fork Trunk Sewer	15"-30"	$ 855,365	$ 449,066	$ 1,304,431
2020	1	Franklin Branch Trunk Sewer	15"-18"	$ 417,301	$ 219,083	$ 636,384
2022	2	Stonebridge Lift Station No. 1 Abandonment Sanitary Sewer	24"	$ 1,022,400	$ 536,760	$ 1,559,160
2022	1	Stover Creek Trunk Sewer	24"-27"	$ 1,377,601	$ 723,241	$ 2,100,842
2022	1	Upper Wilson Creek Trunk Sewer	15"	$ 157,933	$ 82,915	$ 240,848
		Subtotal: Proposed Wastewater Lines		**$ 11,431,973**	**$ 6,001,785**	**$ 17,433,758**

PROPOSED WASTEWATER FACILITIES

Year	1=City Participation in Cost Oversize 2=City Initiated and Funded	Project	Capacity (MGD)	Opinion of Construction Cost (1)	Debt Service (2)	Total Project Cost
2013	1	Westerra Stonebridge - Lift Station No. 2 & Forcemain	4.9	$ 345,674	$ 181,479	$ 527,153
2013	1	Westerra Stonebridge - Lift Station No. 3 & Forcemain	4.4	$ 380,098	$ 199,551	$ 579,649
		Subtotal: Proposed Wastewater Lines		**$ 725,772**	**$ 381,030**	**$ 1,106,802**

** Construction Cost Reduced by 50% On Lift Station No. 3 and 60% On Lift Station 2 for Excess Capacity Available to City for Future Development*

PLANNING EXPENSES

Year	Project		Opinion of Cost (1)(b)	Debt Service (2)	Total Project Cost
2013	Water System Master Plan & Impact Fee Analysis		$ 345,935	$ -	$ 345,935
	Subtotal: Planning Expenses		**$ 345,935**	**$ -**	**$ 345,935**
	GRAND TOTAL: Wastewater Collection System CIP		**$ 12,503,680**	**$ 6,382,815**	**$ 18,886,495**

EXHIBIT 2

4. Utilized Capacity

Utilized capacity for the wastewater collection system was calculated based on land use assumptions provided by the City of McKinney. The population and non-residential growth in each wastewater drainage basin was determined utilizing the City's growth projections. These growth rates were utilized to calculate 2012, 2022 and buildout peak design flows.

The percent-utilized capacity was calculated for the design flow of each study year based on the buildout capacity. The utilized capacity during the Impact Fee period is the difference between the year 2012 capacity and the year 2022 capacity. **Table No. 15** below summarizes the project cost and utilized cost over the impact fee period of 2012 – 2022. The utilized capacity for each eligible existing and proposed wastewater collection line is presented in detail in the Impact Fee Capacity Calculation **Table Nos. 16 and 17**. **Table No. 18** summarizes the utilized capacity of lift stations eligible for impact fee recovery.

TABLE NO. 15

Summary of Eligible Capital Cost and Utilized Capacity Cost

Wastewater System Facility	20-Year Project Cost	Utilized Capacity ($) in the CRP Period
Existing Wastewater Collection Line	$20,302,674	$2,133,385
Proposed Wastewater Collection Line	$17,433,758	$7,097,312
Proposed Wastewater Facilities	$1,106,802	$606,116
Planning Expenses	$345,935	$345,935
Total:	**$39,189,169**	**$10,182,748**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
27" Sewer Line Along Wilson Creek														
North of Virginia Parkway (Wilson Creek Main Interceptor)														
10227	614	27		$51.14	$31,402		$16,486	$47,888	100%	100%	0%	$47,888	$47,888	$0
10228	344	27		$51.14	$17,614		$9,247	$26,861	100%	100%	0%	$26,861	$26,861	$0
10229	290	27		$51.14	$14,837		$7,789	$22,626	100%	100%	0%	$22,626	$22,626	$0
10230	126	27		$51.14	$6,434		$3,378	$9,812	100%	100%	0%	$9,812	$9,812	$0
10231	144	27		$51.14	$7,370		$3,869	$11,239	100%	100%	0%	$11,239	$11,239	$0
10232	496	27		$51.14	$25,367		$13,318	$38,685	100%	100%	0%	$38,685	$38,685	$0
10233	500	27		$51.14	$25,572		$13,425	$38,997	100%	100%	0%	$38,997	$38,997	$0
10234	411	27		$51.14	$21,030		$11,041	$32,071	100%	100%	0%	$32,071	$32,071	$0
10235	182	27		$51.14	$9,298		$4,881	$14,179	100%	100%	0%	$14,179	$14,179	$0
10236	454	27		$51.14	$23,235		$12,198	$35,433	100%	100%	0%	$35,433	$35,433	$0
10237	501	27		$51.14	$25,628		$13,455	$39,083	100%	100%	0%	$39,083	$39,083	$0
10238	499	27		$51.14	$25,516		$13,396	$38,912	100%	100%	0%	$38,912	$38,912	$0
10239	411	27		$51.14	$21,000		$11,025	$32,025	100%	100%	0%	$32,025	$32,025	$0
10240	506	27		$51.14	$25,853		$13,573	$39,426	100%	100%	0%	$39,426	$39,426	$0
10241	300	27		$51.14	$15,328		$8,047	$23,375	100%	100%	0%	$23,375	$23,375	$0
10242	273	27		$51.14	$13,978		$7,338	$21,316	100%	100%	0%	$21,316	$21,316	$0
10243	655	27		$51.14	$33,484		$17,579	$51,063	100%	100%	0%	$51,063	$51,063	$0
10244	69.3	27		$51.14	$3,544		$1,861	$5,405	100%	100%	0%	$5,405	$5,405	$0
10245	465	27		$51.14	$23,802		$12,496	$36,298	100%	100%	0%	$36,298	$36,298	$0
10246	147	27		$51.14	$7,498		$3,936	$11,434	100%	100%	0%	$11,434	$11,434	$0
10247	281	27		$51.14	$14,377		$7,548	$21,925	100%	100%	0%	$21,925	$21,925	$0
10248	357	27		$51.14	$18,243		$9,578	$27,821	100%	100%	0%	$27,821	$27,821	$0
10249	278	27		$51.14	$14,223		$7,467	$21,690	100%	100%	0%	$21,690	$21,690	$0
10250	432	27		$51.14	$22,069		$11,586	$33,655	100%	100%	0%	$33,655	$33,655	$0
Subtotal:	**8,734**		**1987**		**$446,700**	**5%**	**$234,517**	**$681,219**				**$681,219**	**$681,219**	**$0**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
21" and 18" Sewer Line from Wilson Creek														
Main Interceptor Crossing Virginia Parkway (Wilson Creek Lateral #22)														
15136	455	21		$64.87	$29,491		$15,483	$44,974	80%	81%	1%	$36,191	$36,652	$461
15137	376	21		$64.87	$24,359		$12,788	$37,147	80%	81%	1%	$29,903	$30,273	$370
15138	318	21		$64.87	$20,649		$10,841	$31,490	80%	82%	1%	$25,342	$25,665	$323
15139	382	21		$64.87	$24,749		$12,993	$37,742	81%	82%	1%	$30,384	$30,760	$376
15140	329	21		$64.87	$21,310		$11,188	$32,498	81%	82%	1%	$26,162	$26,486	$324
15141	379	18		$64.87	$24,606		$12,918	$37,524	80%	82%	1%	$30,200	$30,584	$384
15142	354	18		$64.87	$22,965		$12,057	$35,022	80%	81%	1%	$28,188	$28,537	$349
15143	162	18		$64.87	$10,535		$5,531	$16,066	81%	82%	1%	$13,075	$13,209	$134
15144	164	18		$64.87	$10,658		$5,595	$16,253	81%	82%	1%	$13,224	$13,359	$135
15145	61	18		$64.87	$3,970		$2,084	$6,054	81%	82%	1%	$4,926	$4,978	$52
15146	166	18		$64.87	$10,775		$5,657	$16,432	82%	83%	1%	$13,528	$13,641	$113
15147	141	18		$64.87	$9,114		$4,785	$13,899	82%	83%	1%	$11,440	$11,536	$95
15148	63	18		$64.87	$4,113		$2,159	$6,272	82%	83%	1%	$5,173	$5,213	$41
15149	119	18		$64.87	$7,700		$4,043	$11,743	82%	83%	1%	$9,669	$9,746	$77
15150	362	18		$64.87	$23,458		$12,315	$35,773	82%	83%	1%	$29,494	$29,725	$231
15151	111	18		$64.87	$7,168		$3,763	$10,931	82%	83%	1%	$9,013	$9,084	$71
15152	224	18		$64.87	$14,538		$7,632	$22,170	82%	83%	1%	$18,275	$18,418	$143
15153	132.8	18		$64.87	$8,615		$4,523	$13,138	82%	83%	1%	$10,835	$10,919	$85
15154	228	18		$64.87	$14,765		$7,752	$22,517	83%	83%	1%	$18,595	$18,738	$143
15155	388	18		$64.87	$25,190		$13,225	$38,415	83%	84%	1%	$32,073	$32,292	$220
15156	457	18		$64.87	$29,653		$15,568	$45,221	83%	84%	1%	$37,732	$37,991	$258
15157	341	18		$64.87	$22,128		$11,617	$33,745	83%	84%	1%	$28,168	$28,349	$181
15159	225	18		$64.87	$14,596		$7,663	$22,259	83%	84%	1%	$18,575	$18,705	$130
15160	125	18		$64.87	$8,096		$4,250	$12,346	85%	86%	1%	$10,534	$10,616	$83
Subtotal:	**6,061**		**1987**		**$393,200**	**5%**	**$206,430**	**$599,631**				**$490,699**	**$495,476**	**$4,779**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
33" and 30" Sewer Line Along Gray Branch (Wilson Creek Lateral #25)														
17017	157	33		$37.97	$5,961		$3,130	$9,091	82%	84%	2%	$7,420	$7,634	$214
17018	232	33		$37.97	$8,824		$4,633	$13,457	82%	84%	2%	$10,983	$11,300	$317
17019	198	33		$37.97	$7,514		$3,945	$11,459	82%	84%	2%	$9,352	$9,622	$270
17020	315	33		$37.97	$11,976		$6,287	$18,263	82%	84%	2%	$14,905	$15,338	$433
17021	208	30		$37.97	$7,879		$4,136	$12,015	82%	84%	2%	$9,806	$10,091	$285
17022	198	30		$37.97	$7,510		$3,943	$11,453	82%	84%	2%	$9,347	$9,619	$271
17023	393	30		$37.97	$14,915		$7,830	$22,745	82%	84%	2%	$18,561	$19,099	$539
17024	217	30		$37.97	$8,251		$4,332	$12,583	82%	84%	2%	$10,268	$10,566	$298
17025	319	30		$37.97	$12,120		$6,363	$18,483	82%	84%	2%	$15,144	$15,515	$370
17026	495	30		$37.97	$18,799		$9,869	$28,668	83%	84%	2%	$23,698	$24,153	$455
17027	368	30		$37.97	$13,984		$7,342	$21,326	83%	84%	2%	$17,629	$17,967	$338
17028	283	30		$37.97	$10,730		$5,633	$16,363	83%	84%	2%	$13,526	$13,786	$260
17029	591	30		$37.97	$22,436		$11,779	$34,215	83%	84%	1%	$28,414	$28,821	$407
17030	282	30		$37.97	$10,704		$5,620	$16,324	83%	84%	1%	$13,556	$13,751	$194
17031	297	30		$37.97	$11,285		$5,925	$17,210	84%	84%	0%	$14,375	$14,457	$82
17032	259	30		$37.97	$9,838		$5,165	$15,003	84%	100%	16%	$12,640	$15,003	$2,363
17033	267	30		$37.97	$10,153		$5,330	$15,483	84%	100%	16%	$13,044	$15,483	$2,439
17034	217	30		$37.97	$8,247		$4,330	$12,577	84%	84%	0%	$10,505	$10,565	$60
17035	366	30		$37.97	$13,905		$7,300	$21,205	84%	100%	16%	$17,865	$21,205	$3,340
17036	236	30		$37.97	$8,976		$4,712	$13,688	84%	100%	16%	$11,530	$13,688	$2,158
17037	123	30		$37.97	$4,655		$2,444	$7,099	84%	100%	16%	$5,980	$7,099	$1,119
17038	217	30		$37.97	$8,220		$4,316	$12,536	84%	100%	16%	$10,562	$12,536	$1,974
17039	151	30		$37.97	$5,733		$3,010	$8,743	84%	100%	16%	$7,366	$8,743	$1,377
17040	154	30		$37.97	$5,832		$3,062	$8,894	85%	100%	15%	$7,562	$8,894	$1,332
17041	79	30		$37.97	$3,011		$1,581	$4,592	85%	100%	15%	$3,904	$4,592	$688
17042	280	30		$37.97	$10,632		$5,582	$16,214	85%	100%	15%	$13,785	$16,214	$2,429
17043	254	30		$37.97	$9,652		$5,067	$14,719	86%	100%	14%	$12,634	$14,719	$2,085
17044	235	30		$37.97	$8,934		$4,690	$13,624	86%	100%	14%	$11,657	$13,624	$1,967
17045	170	30		$37.97	$6,436		$3,379	$9,815	85%	100%	15%	$8,370	$9,815	$1,445
17046	232	30		$37.97	$8,794		$4,617	$13,411	85%	100%	15%	$11,438	$13,411	$1,973
17047	88	30		$37.97	$3,330		$1,748	$5,078	85%	100%	15%	$4,331	$5,078	$747
17048	147	30		$37.97	$5,563		$2,921	$8,484	85%	100%	15%	$7,236	$8,484	$1,248
Subtotal:	**8,027**		**1987**		**$304,800**	**5%**	**$160,021**	**$464,820**				**$387,393**	**$420,872**	**$33,477**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
Bray Central 18", 15", and 12" Sewer Line														
Trinity River Lateral #6														
24000	381	18		$7.02	$2,675		$1,404	$4,079	72%	78%	6%	$2,941	$3,167	$225
24001	329	18		$7.02	$2,308		$1,212	$3,520	72%	78%	6%	$2,538	$2,733	$194
24002	473	15		$7.02	$3,318		$1,742	$5,060	90%	100%	10%	$4,547	$5,060	$513
24003	498	15		$7.02	$3,495		$1,835	$5,330	90%	100%	10%	$4,789	$5,330	$541
24004	195	15		$7.02	$1,372		$720	$2,092	89%	100%	11%	$1,868	$2,092	$224
24005	430	15		$7.02	$3,020		$1,586	$4,606	89%	100%	11%	$4,114	$4,606	$492
24006	235	15		$7.02	$1,652		$867	$2,519	89%	100%	11%	$2,250	$2,519	$269
24007	191	15		$7.02	$1,344		$706	$2,050	89%	100%	11%	$1,832	$2,050	$218
24008	187	15		$7.02	$1,311		$688	$1,999	89%	100%	11%	$1,786	$1,999	$213
24010	148	15		$7.02	$1,036		$544	$1,580	89%	100%	11%	$1,412	$1,580	$168
24011	167	15		$7.02	$1,173		$616	$1,789	89%	100%	11%	$1,599	$1,789	$190
24012	204	15		$7.02	$1,434		$753	$2,187	89%	100%	11%	$1,954	$2,187	$233
24013	340	15		$7.02	$2,383		$1,251	$3,634	89%	100%	11%	$3,247	$3,634	$387
24014	119	15		$7.02	$835		$438	$1,273	89%	100%	11%	$1,137	$1,273	$136
24015	113	12		$7.02	$792		$416	$1,208	90%	100%	10%	$1,088	$1,208	$120
24016	301	15		$7.02	$2,115		$1,110	$3,225	89%	100%	11%	$2,883	$3,225	$342
24017	366	12		$7.02	$2,572		$1,350	$3,922	90%	100%	10%	$3,534	$3,922	$388
24018	424	12		$7.02	$2,976		$1,562	$4,538	90%	100%	10%	$4,087	$4,538	$451
24019	182	12		$7.02	$1,274		$669	$1,943	91%	100%	9%	$1,769	$1,943	$174
24020	480	12		$7.02	$3,369		$1,769	$5,138	90%	100%	10%	$4,631	$5,138	$507
24021	40	12		$7.02	$279		$146	$425	91%	100%	9%	$387	$425	$38
24022	210	12		$7.02	$1,471		$772	$2,243	92%	100%	8%	$2,066	$2,243	$177
24023	478	12		$7.02	$3,356		$1,762	$5,118	92%	100%	8%	$4,713	$5,118	$405
24024	1,017	12		$7.02	$7,140		$3,749	$10,889	92%	100%	8%	$10,028	$10,889	$861
Subtotal:	**7,507**		**1985**		**$52,700**	**5%**	**$27,667**	**$80,367**				**$71,200**	**$78,668**	**$7,466**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
West McKinney 24" Outfall Sanitary Sewer Main														
Along Wilson Creek to Wastewater Treatment Plant (Wilson Creek Main Interceptor)														
10065	528	24		$49.86	$26,339		$13,828	$40,167	100%	100%	0%	$40,167	$40,167	$0
10066	713	24		$49.86	$35,532		$18,654	$54,186	100%	100%	0%	$54,186	$54,186	$0
10067	671	24		$49.86	$33,458		$17,565	$51,023	100%	100%	0%	$51,023	$51,023	$0
10068	744	24		$49.86	$37,113		$19,484	$56,597	100%	100%	0%	$56,597	$56,597	$0
10069	631	24		$49.86	$31,434		$16,503	$47,937	100%	100%	0%	$47,937	$47,937	$0
10070	727	24		$49.86	$36,220		$19,016	$55,236	100%	100%	0%	$55,236	$55,236	$0
10071	688	24		$49.86	$34,311		$18,013	$52,324	100%	100%	0%	$52,324	$52,324	$0
10072	510	24		$49.86	$25,431		$13,351	$38,782	100%	100%	0%	$38,782	$38,782	$0
10073	537	24		$49.86	$26,768		$14,053	$40,821	100%	100%	0%	$40,821	$40,821	$0
10074	98	24		$49.86	$4,886		$2,565	$7,451	100%	100%	0%	$7,451	$7,451	$0
10075	113	24		$49.86	$5,624		$2,953	$8,577	100%	100%	0%	$8,577	$8,577	$0
10076	163	24		$49.86	$8,107		$4,256	$12,363	100%	100%	0%	$12,363	$12,363	$0
10077	445	24		$49.86	$22,186		$11,648	$33,834	100%	100%	0%	$33,834	$33,834	$0
10078	275	24		$49.86	$13,705		$7,195	$20,900	100%	100%	0%	$20,900	$20,900	$0
10079	463	24		$49.86	$23,068		$12,111	$35,179	100%	100%	0%	$35,179	$35,179	$0
10080	155	24		$49.86	$7,713		$4,049	$11,762	100%	100%	0%	$11,762	$11,762	$0
10081	657	24		$49.86	$32,745		$17,191	$49,936	83%	100%	17%	$41,544	$49,936	$8,392
10082	596	24		$49.86	$29,689		$15,587	$45,276	83%	100%	17%	$37,669	$45,276	$7,607
10083	435	24		$49.86	$21,672		$11,378	$33,050	47%	69%	22%	$15,468	$22,744	$7,276
Subtotal:	**9,146**		**1982**		**$456,000**	**5%**	**$239,400**	**$695,401**				**$661,820**	**$685,095**	**$23,275**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
West McKinney 15" Outfall Sanitary Sewer Main From Wilson Creek to Wastewater Treatment Plant (Wilson Creek Lateral #20)														
14267	741	15		$24.56	$18,209		$9,560	$27,769	85%	88%	3%	$23,602	$24,383	$780
14268	561	15		$24.56	$13,785		$7,237	$21,022	85%	88%	3%	$17,868	$18,458	$591
14269	233	15		$24.56	$5,716		$3,001	$8,717	83%	86%	3%	$7,251	$7,539	$289
14270	139	15		$24.56	$3,417		$1,794	$5,211	83%	86%	3%	$4,334	$4,507	$173
14271	228	15		$24.56	$5,601		$2,941	$8,542	83%	86%	3%	$7,105	$7,388	$283
14272	58	15		$24.56	$1,435		$753	$2,188	83%	86%	3%	$1,820	$1,892	$72
14273	226	15		$24.56	$5,549		$2,913	$8,462	83%	86%	3%	$7,039	$7,319	$280
14274	127	15		$24.56	$3,110		$1,633	$4,743	83%	86%	3%	$3,945	$4,102	$157
14275	346	15		$24.56	$8,506		$4,466	$12,972	83%	86%	3%	$10,790	$11,219	$430
14276	423	15		$24.56	$10,386		$5,453	$15,839	84%	87%	2%	$13,336	$13,727	$391
14277	604	15		$24.56	$14,839		$7,791	$22,630	84%	87%	2%	$19,054	$19,613	$559
14278	508	15		$24.56	$12,469		$6,546	$19,015	84%	87%	2%	$15,999	$16,453	$453
14279	509	15		$24.56	$12,505		$6,565	$19,070	84%	86%	2%	$16,019	$16,473	$454
14280	488	15		$24.56	$11,985		$6,292	$18,277	84%	86%	2%	$15,341	$15,790	$449
14281	499	15		$24.56	$12,267		$6,440	$18,707	84%	86%	3%	$15,676	$16,150	$475
14282	355	15		$24.56	$8,723		$4,580	$13,303	86%	87%	1%	$11,482	$11,621	$139
Subtotal:	**6,046**		**1980**		**$148,500**	**5%**	**$77,965**	**$226,467**				**$190,661**	**$196,634**	**$5,975**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
15" Sewer Line Along Jeans Creek (Wilson Creek Lateral #15)														
14024	264	15		$30.14	$7,966		$4,182	$12,148	72%	73%	2%	$8,709	$8,896	$187
14023	144	15		$30.14	$4,325		$2,271	$6,596	72%	74%	2%	$4,740	$4,855	$116
14022	395	15		$30.14	$11,896		$6,245	$18,141	72%	74%	2%	$13,028	$13,353	$325
14021	58	15		$30.14	$1,760		$924	$2,684	72%	74%	2%	$1,928	$1,976	$48
14020	241	15		$30.14	$7,269		$3,816	$11,085	72%	74%	2%	$7,963	$8,160	$196
14019	168	15		$30.14	$5,063		$2,658	$7,721	72%	74%	2%	$5,547	$5,683	$137
14018	152	15		$30.14	$4,575		$2,402	$6,977	72%	74%	2%	$5,012	$5,136	$123
14017	177	15		$30.14	$5,322		$2,794	$8,116	72%	74%	2%	$5,827	$5,971	$144
14016	116	15		$30.14	$3,493		$1,834	$5,327	72%	74%	2%	$3,826	$3,921	$94
14015	361	15		$30.14	$10,865		$5,704	$16,569	72%	74%	2%	$11,901	$12,195	$293
14014	317	15		$30.14	$9,566		$5,022	$14,588	72%	74%	2%	$10,478	$10,737	$258
14013	27	15		$30.14	$826		$434	$1,260	73%	74%	2%	$917	$937	$21
14012	243	15		$30.14	$7,318		$3,842	$11,160	73%	74%	2%	$8,121	$8,303	$183
14011	246	15		$30.14	$7,426		$3,899	$11,325	73%	74%	2%	$8,241	$8,426	$186
14010	136	15		$30.14	$4,096		$2,150	$6,246	73%	74%	2%	$4,545	$4,647	$102
14009	113	15		$30.14	$3,394		$1,782	$5,176	73%	74%	2%	$3,765	$3,849	$85
14008	579	15		$30.14	$17,441		$9,157	$26,598	73%	74%	2%	$19,345	$19,781	$436
14007	578	15		$30.14	$17,426		$9,149	$26,575	73%	74%	2%	$19,328	$19,763	$435
14006	70	15		$30.14	$2,110		$1,108	$3,218	73%	74%	2%	$2,340	$2,393	$53
14005	126	15		$30.14	$3,791		$1,990	$5,781	73%	75%	2%	$4,224	$4,322	$98
14004	242	15		$30.14	$7,299		$3,832	$11,131	73%	75%	2%	$8,132	$8,321	$189
14003	71	15		$30.14	$2,140		$1,124	$3,264	73%	75%	2%	$2,397	$2,456	$58
14002	156	15		$30.14	$4,686		$2,460	$7,146	73%	75%	2%	$5,246	$5,376	$130
14001	784	15		$30.14	$23,613		$12,397	$36,010	73%	75%	2%	$26,436	$27,077	$641
14000	396	15		$30.14	$11,935		$6,266	$18,201	73%	75%	2%	$13,367	$13,691	$324
Subtotal:	**6,158**		**1965**		**$185,600**	**5%**	**$97,442**	**$283,043**				**$205,363**	**$210,225**	**$4,862**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
2002 Wilson Creek Interceptor From Rail Road to West Side of S.H. 75														
10034	212	48		$204.93	$43,527		$22,852	$66,379	100%	100%	0%	$66,379	$66,379	$0
10035	273	48		$204.93	$55,905		$29,350	$85,255	100%	100%	0%	$85,255	$85,255	$0
10036	302	48		$204.93	$61,971		$32,535	$94,506	100%	100%	0%	$94,506	$94,506	$0
10037	359	48		$204.93	$73,549		$38,613	$112,162	100%	100%	0%	$112,162	$112,162	$0
10038	435	48		$204.93	$89,124		$46,790	$135,914	100%	100%	0%	$135,914	$135,914	$0
10039	376	48		$204.93	$77,136		$40,496	$117,632	100%	100%	0%	$117,632	$117,632	$0
10040	169	48		$204.93	$34,531		$18,129	$52,660	100%	100%	0%	$52,660	$52,660	$0
10041	235	48		$204.93	$48,240		$25,326	$73,566	100%	100%	0%	$73,566	$73,566	$0
10042	736	48		$204.93	$150,828		$79,185	$230,013	100%	100%	0%	$230,013	$230,013	$0
10043	219	48		$204.93	$44,921		$23,584	$68,505	100%	100%	0%	$68,505	$68,505	$0
10044	231	48		$204.93	$47,257		$24,810	$72,067	100%	100%	0%	$72,067	$72,067	$0
10045	745	48		$204.93	$152,570		$80,099	$232,669	100%	100%	0%	$232,669	$232,669	$0
10046	560	48		$204.93	$114,781		$60,260	$175,041	100%	100%	0%	$175,041	$175,041	$0
10047	293	48		$204.93	$60,003		$31,502	$91,505	100%	100%	0%	$91,505	$91,505	$0
10048	364	48		$204.93	$74,594		$39,162	$113,756	100%	100%	0%	$113,756	$113,756	$0
10049	263	48		$204.93	$53,856		$28,274	$82,130	100%	100%	0%	$82,130	$82,130	$0
10050	370	42		$204.93	$75,824		$39,808	$115,632	100%	100%	0%	$115,632	$115,632	$0
10051	548	42		$204.93	$112,261		$58,937	$171,198	100%	100%	0%	$171,198	$171,198	$0
10052	866	42		$204.93	$177,367		$93,118	$270,485	100%	100%	0%	$270,485	$270,485	$0
10053	95	42		$204.93	$19,407		$10,189	$29,596	100%	100%	0%	$29,596	$29,596	$0
10054	411	42		$204.93	$84,267		$44,240	$128,507	100%	100%	0%	$128,507	$128,507	$0
10055	145	42		$204.93	$29,694		$15,589	$45,283	100%	100%	0%	$45,283	$45,283	$0
10056	588	42		$204.93	$120,458		$63,240	$183,698	100%	100%	0%	$183,698	$183,698	$0
10057	172	42		$204.93	$35,248		$18,505	$53,753	100%	100%	0%	$53,753	$53,753	$0
10058	524	42		$204.93	$107,301		$56,333	$163,634	100%	100%	0%	$163,634	$163,634	$0
10059	59	42		$204.93	$12,173		$6,391	$18,564	100%	100%	0%	$18,564	$18,564	$0
10060	72	42		$204.93	$14,734		$7,735	$22,469	100%	100%	0%	$22,469	$22,469	$0
10061	145	36		$204.93	$29,735		$15,611	$45,346	100%	100%	0%	$45,346	$45,346	$0
10062	248	36		$204.93	$50,823		$26,682	$77,505	100%	100%	0%	$77,505	$77,505	$0
10063	506	36		$204.93	$103,715		$54,450	$158,165	100%	100%	0%	$158,165	$158,165	$0
Subtotal:	**10,520**		**2000**		**$2,155,800**	**5%**	**$1,131,795**	**$3,287,595**				**$3,287,595**	**$3,287,595**	**$0**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
18" Diversion Sewer Line														
From Throckmorton to 27" NTMWD Sewer Line														
22014	777	18		$64.41	$50,067		$26,285	$76,352	86%	94%	8%	$65,701	$71,511	$5,810
22015	346	18		$64.41	$22,312		$11,714	$34,026	85%	93%	8%	$28,929	$31,786	$2,857
22016	496	18		$64.41	$31,961		$16,780	$48,741	85%	93%	9%	$41,262	$45,500	$4,238
22017	336	18		$64.41	$21,649		$11,366	$33,015	84%	93%	9%	$27,789	$30,784	$2,996
22018	770	18		$64.41	$49,603		$26,042	$75,645	84%	93%	9%	$63,540	$70,490	$6,950
22019	433	18		$64.41	$27,897		$14,646	$42,543	81%	93%	11%	$34,625	$39,510	$4,885
22020	261	18		$64.41	$16,811		$8,826	$25,637	81%	93%	11%	$20,865	$23,809	$2,944
Subtotal:	**3,420**		**1995**		**$220,300**	**5%**	**$115,659**	**$335,959**				**$282,711**	**$313,390**	**$30,680**
Provine Farms Sewer Line														
From Hardin Boulevard to Wilson Creek Interceptor														
15000	430	15		$48.87	$21,012		$11,031	$32,043	77%	82%	5%	$24,807	$26,337	$1,530
15001	86	15		$48.87	$4,213		$2,212	$6,425	77%	82%	5%	$4,974	$5,281	$307
15002	521	12		$48.87	$25,474		$13,374	$38,848	77%	82%	5%	$30,076	$31,931	$1,855
15003	329	12		$48.87	$16,077		$8,440	$24,517	77%	82%	5%	$18,981	$20,151	$1,170
15004	499	12		$48.87	$24,376		$12,797	$37,173	77%	82%	5%	$28,779	$30,554	$1,775
15005	149	12		$48.87	$7,301		$3,833	$11,134	79%	83%	4%	$8,740	$9,197	$457
15006	480	12		$48.87	$23,460		$12,317	$35,777	79%	83%	4%	$28,085	$29,553	$1,468
15007	150	12		$48.87	$7,325		$3,846	$11,171	79%	83%	4%	$8,769	$9,228	$458
15008	486	12		$48.87	$23,770		$12,479	$36,249	79%	83%	4%	$28,456	$29,943	$1,487
15009	174	12		$48.87	$8,484		$4,454	$12,938	79%	83%	4%	$10,156	$10,687	$531
15010	185	12		$48.87	$9,029		$4,740	$13,769	79%	83%	4%	$10,809	$11,374	$565
15011	306	12		$48.87	$14,940		$7,844	$22,784	79%	83%	4%	$17,886	$18,820	$935
15012	295	12		$48.87	$14,434		$7,578	$22,012	80%	83%	3%	$17,596	$18,355	$759
15013	295	12		$48.87	$14,419		$7,570	$21,989	82%	84%	2%	$17,938	$18,478	$540
15014	297	12		$48.87	$14,492		$7,608	$22,100	82%	84%	2%	$18,029	$18,572	$543
15015	329	12		$48.87	$16,096		$8,450	$24,546	84%	85%	1%	$20,536	$20,830	$293
Subtotal:	**5,011**		**1996**		**$244,900**	**5%**	**$128,573**	**$373,475**				**$294,617**	**$309,291**	**$14,673**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
1997 Sewer Line Along Cottonwood Creek														
From S.H. 121 to South of Eldorado Parkway														
50040	110	18		$69.47	$7,649		$4,016	$11,665	72%	85%	13%	$8,451	$9,960	$1,509
50041	735	18		$69.47	$51,068		$26,811	$77,879	82%	86%	4%	$63,920	$67,030	$3,110
50042	506	18		$69.47	$35,153		$18,455	$53,608	82%	86%	4%	$44,002	$46,126	$2,124
50043	399	18		$69.47	$27,684		$14,534	$42,218	82%	86%	4%	$34,653	$36,326	$1,673
50044	716	18		$69.47	$49,742		$26,115	$75,857	82%	86%	4%	$62,492	$65,548	$3,056
50045	506	18		$69.47	$35,139		$18,448	$53,587	82%	86%	4%	$44,010	$46,288	$2,278
50046	742	18		$69.47	$51,562		$27,070	$78,632	82%	86%	4%	$64,579	$67,921	$3,342
50047	789	18		$69.47	$54,841		$28,792	$83,633	82%	86%	4%	$68,687	$72,241	$3,555
50048	118	18		$69.47	$8,163		$4,286	$12,449	83%	87%	4%	$10,380	$10,861	$481
Subtotal:	**4,621**		**1997**		**$321,000**	**5%**	**$168,527**	**$489,528**				**$401,174**	**$422,301**	**$21,128**
Wilson Creek Interceptor Phase 2														
From west of S.H. 75 to 1,600 feet north of Virginia Parkway														
10208	528	36		$122.14	$64,529		$33,878	$98,407	100%	100%	0%	$98,407	$98,407	$0
10209	713	36		$122.14	$87,052		$45,702	$132,754	100%	100%	0%	$132,754	$132,754	$0
10210	671	36		$122.14	$81,971		$43,035	$125,006	100%	100%	0%	$125,006	$125,006	$0
10211	744	36		$122.14	$90,924		$47,735	$138,659	100%	100%	0%	$138,659	$138,659	$0
10212	631	36		$122.14	$77,012		$40,431	$117,443	100%	100%	0%	$117,443	$117,443	$0
10213	727	36		$122.14	$88,738		$46,587	$135,325	100%	100%	0%	$135,325	$135,325	$0
10214	688	36		$122.14	$84,060		$44,131	$128,191	100%	100%	0%	$128,191	$128,191	$0
10215	510	36		$122.14	$62,306		$32,711	$95,017	100%	100%	0%	$95,017	$95,017	$0
10216	537	36		$122.14	$65,579		$34,429	$100,008	100%	100%	0%	$100,008	$100,008	$0
10217	98	36		$122.14	$11,970		$6,284	$18,254	100%	100%	0%	$18,254	$18,254	$0
10218	113	36		$122.14	$13,778		$7,233	$21,011	100%	100%	0%	$21,011	$21,011	$0
10219	163	36		$122.14	$19,861		$10,427	$30,288	100%	100%	0%	$30,288	$30,288	$0
10220	445	36		$122.14	$54,354		$28,536	$82,890	100%	100%	0%	$82,890	$82,890	$0
10221	275	36		$122.14	$33,577		$17,628	$51,205	100%	100%	0%	$51,205	$51,205	$0
10222	463	36		$122.14	$56,516		$29,671	$86,187	73%	100%	27%	$62,909	$86,187	$23,278
10223	155	36		$122.14	$18,896		$9,920	$28,816	75%	100%	25%	$21,472	$28,816	$7,344
10224	657	36		$122.14	$80,224		$42,118	$122,342	47%	100%	53%	$57,694	$122,342	$64,648
10225	596	36		$122.14	$72,737		$38,187	$110,924	100%	100%	0%	$110,924	$110,924	$0
10226	402	36		$122.14	$49,090		$25,772	$74,862	100%	100%	0%	$74,862	$74,862	$0
Subtotal:	**9,114**		**2000**		**$1,113,172**	**5%**	**$584,415**	**$1,697,589**				**$1,602,319**	**$1,697,589**	**$95,270**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
Spur 399 Sewer Line Along S.H. 5 From Wilson Creek Interceptor to S.H. 75														
13022	503	15		$51.14	$25,746		$13,517	$39,263	81%	100%	19%	$31,930	$39,263	$7,333
13023	21	15		$51.14	$1,048		$550	$1,598	81%	100%	19%	$1,300	$1,598	$298
13024	257	15		$51.14	$13,134		$6,895	$20,029	81%	100%	19%	$16,288	$20,029	$3,741
13025	310	15		$51.14	$15,865		$8,329	$24,194	81%	100%	19%	$19,675	$24,194	$4,519
13026	338	15		$51.14	$17,261		$9,062	$26,323	81%	100%	19%	$21,407	$26,323	$4,916
13027	375	15		$51.14	$19,179		$10,069	$29,248	81%	100%	19%	$23,785	$29,248	$5,463
13028	377	15		$51.14	$19,297		$10,131	$29,428	81%	100%	19%	$23,932	$29,428	$5,496
13029	65	15		$51.14	$3,299		$1,732	$5,031	81%	100%	19%	$4,091	$5,031	$940
13030	620	15		$51.14	$31,700		$16,642	$48,342	81%	100%	19%	$39,313	$48,342	$9,029
13031	450	15		$51.14	$23,031		$12,091	$35,122	81%	100%	19%	$28,562	$35,122	$6,560
13032	241	15		$51.14	$12,311		$6,463	$18,774	81%	100%	19%	$15,267	$18,774	$3,507
13033	279	15		$51.14	$14,269		$7,491	$21,760	79%	100%	21%	$17,294	$21,760	$4,466
13034	345	15		$51.14	$17,650		$9,266	$26,916	79%	100%	21%	$21,392	$26,916	$5,524
13035	376	15		$51.14	$19,241		$10,102	$29,343	79%	100%	21%	$23,321	$29,343	$6,022
13036	337	15		$51.14	$17,236		$9,049	$26,285	79%	100%	21%	$20,891	$26,285	$5,394
13037	575	15		$51.14	$29,383		$15,426	$44,809	77%	100%	23%	$34,538	$44,809	$10,271
Subtotal:	**5,468**		**1997**		**$279,650**	**5%**	**$146,815**	**$426,465**				**$342,986**	**$426,465**	**$83,479**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
Herndon Branch Sewer Line														
From Hills Creek Drive to Wilson Creek Interceptor														
15049	382	12		$61.61	$23,537		$12,357	$35,894	65%	72%	7%	$23,293	$25,672	$2,380
15050	551	12		$61.61	$33,968		$17,833	$51,801	65%	72%	7%	$33,615	$37,049	$3,434
15051	343	12		$61.61	$21,134		$11,095	$32,229	65%	72%	7%	$20,914	$23,051	$2,137
15052	162	12		$61.61	$9,975		$5,237	$15,212	65%	72%	7%	$9,871	$10,880	$1,008
15053	326	12		$61.61	$20,062		$10,533	$30,595	65%	72%	7%	$19,854	$21,882	$2,028
15054	95	12		$61.61	$5,872		$3,083	$8,955	65%	72%	7%	$5,811	$6,405	$594
15055	324	12		$61.61	$19,969		$10,484	$30,453	68%	74%	5%	$20,823	$22,479	$1,656
15056	371	12		$61.61	$22,828		$11,985	$34,813	68%	74%	5%	$23,805	$25,698	$1,893
15057	407	12		$61.61	$25,071		$13,162	$38,233	68%	74%	5%	$26,143	$28,222	$2,079
15058	621	12		$61.61	$38,262		$20,088	$58,350	68%	74%	5%	$39,899	$43,072	$3,173
15059	60	12		$61.61	$3,709		$1,947	$5,656	68%	74%	5%	$3,867	$4,175	$308
15060	165	12		$61.61	$10,148		$5,328	$15,476	68%	74%	5%	$10,582	$11,424	$842
15061	574	12		$61.61	$35,373		$18,571	$53,944	68%	74%	5%	$36,849	$39,780	$2,931
15062	620	12		$61.61	$38,201		$20,056	$58,257	72%	76%	4%	$41,981	$44,371	$2,390
15063	309	12		$61.61	$19,020		$9,986	$29,006	72%	76%	4%	$20,952	$22,156	$1,203
15064	239	12		$61.61	$14,738		$7,737	$22,475	72%	76%	4%	$16,235	$17,167	$932
15065	249	12		$61.61	$15,367		$8,068	$23,435	71%	75%	3%	$16,705	$17,464	$759
15066	223	12		$61.61	$13,752		$7,220	$20,972	71%	75%	3%	$14,949	$15,629	$680
15067	64	12		$61.61	$3,925		$2,061	$5,986	72%	75%	3%	$4,285	$4,471	$186
15068	234	12		$61.61	$14,393		$7,556	$21,949	73%	77%	4%	$15,915	$16,837	$922
15069	479	12		$61.61	$29,513		$15,494	$45,007	72%	76%	4%	$32,511	$34,377	$1,867
15070	267	12		$61.61	$16,457		$8,640	$25,097	72%	75%	3%	$18,165	$18,917	$752
15071	408	12		$61.61	$25,114		$13,185	$38,299	72%	75%	3%	$27,721	$28,868	$1,147
15072	188	12		$61.61	$11,559		$6,068	$17,627	72%	75%	3%	$12,758	$13,257	$499
15073	530	12		$61.61	$32,655		$17,144	$49,799	72%	75%	3%	$36,044	$37,453	$1,409
Subtotal:	**8,190**		**1998**		**$504,600**	**5%**	**$264,918**	**$769,520**				**$533,547**	**$570,756**	**$37,209**
Jeans Creek Relief Sewer														
Along S.H 75 to Wilson Creek Interceptor														
14186A	371	18		$63.80	$23,643		$12,413	$36,056	74%	75%	1%	$26,688	$27,160	$472
14187	98	18		$63.80	$6,227		$3,269	$9,496	73%	75%	2%	$6,932	$7,084	$152
14189	564	18		$63.80	$35,975		$18,887	$54,862	73%	75%	2%	$40,048	$40,927	$879
14191	371	18		$63.80	$23,656		$12,420	$36,076	73%	75%	2%	$26,335	$26,913	$578
Subtotal:	**1,403**		**1999**		**$89,500**	**5%**	**$46,989**	**$136,490**				**$100,003**	**$102,084**	**$2,081**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

	Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
Eagles Nest Sewer Service															
2003 - Phase 2															
1	30310	1,134	18		$5.25	$5,954		$3,126	$9,080	89%	92%	3%	$8,075	$8,392	$317
1	30311	122	18		$5.25	$641		$337	$978	89%	92%	3%	$869	$903	$34
1	30312	196	18		$5.25	$1,030		$541	$1,571	89%	92%	4%	$1,396	$1,452	$56
1	30313	30	18		$5.25	$158		$83	$241	89%	92%	4%	$214	$222	$8
1	30314	258	18		$5.25	$1,356		$712	$2,068	89%	92%	3%	$1,842	$1,905	$63
1	30315	280	18		$5.25	$1,470		$772	$2,242	88%	92%	3%	$1,980	$2,054	$74
1	30316	280	15		$3.00	$840		$441	$1,281	87%	91%	4%	$1,120	$1,166	$46
1	30317	401	15		$3.00	$1,202		$631	$1,833	87%	91%	4%	$1,603	$1,669	$66
1	30318	337	15		$3.00	$1,012		$531	$1,543	87%	91%	4%	$1,349	$1,405	$55
1	30319	359	15		$3.00	$1,077		$565	$1,642	86%	90%	4%	$1,418	$1,483	$65
1	30320	343	15		$3.00	$1,028		$540	$1,568	86%	90%	4%	$1,354	$1,416	$62
1	30321	487	15		$3.00	$1,460		$767	$2,227	86%	90%	4%	$1,923	$2,012	$88
1	30322	476	15		$3.00	$1,429		$750	$2,179	86%	90%	4%	$1,882	$1,968	$86
1	30323	183	15		$3.00	$549		$288	$837	86%	90%	4%	$723	$756	$33
1	30324	190	15		$3.00	$569		$299	$868	86%	90%	4%	$750	$784	$34
1	30325	116	15		$3.00	$348		$183	$531	85%	90%	4%	$453	$476	$23
1	30326	27	15		$3.00	$82		$43	$125	85%	90%	4%	$107	$112	$5
1	30327	143	15		$3.00	$428		$225	$653	85%	90%	4%	$557	$585	$28
1	30328	276	15		$3.00	$828		$435	$1,263	85%	90%	4%	$1,077	$1,131	$55
1	30329	275	15		$3.00	$826		$434	$1,260	85%	90%	4%	$1,074	$1,129	$55
1	30330	340	15		$3.00	$1,021		$536	$1,557	85%	90%	4%	$1,327	$1,395	$68
1	30331	500	15		$3.00	$1,500		$788	$2,288	83%	89%	6%	$1,903	$2,032	$129
1	30332	450	15		$3.00	$1,350		$709	$2,059	83%	89%	6%	$1,713	$1,829	$116
	Subtotal:	**7,203**		**2003**		**$26,158**	**5%**	**$13,736**	**$39,894**				**$34,709**	**$36,276**	**$1,566**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

	Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
Custer West															
1	30068	114	18		$3.40	$386		$203	$589	85%	91%	7%	$498	$538	$40
1	30069	265	18		$3.40	$902		$474	$1,376	85%	91%	7%	$1,164	$1,257	$93
1	30070	265	18		$3.40	$902		$474	$1,376	84%	91%	7%	$1,161	$1,255	$95
1	30071	500	18		$3.40	$1,699		$892	$2,591	83%	91%	8%	$2,141	$2,354	$214
1	30072	408	18		$3.40	$1,387		$728	$2,115	82%	91%	8%	$1,736	$1,915	$180
1	30073	311	18		$3.40	$1,057		$555	$1,612	82%	91%	8%	$1,323	$1,460	$137
1	30074	310	18		$3.40	$1,053		$553	$1,606	82%	91%	8%	$1,318	$1,454	$136
1	30075	531	18		$3.40	$1,805		$948	$2,753	82%	91%	8%	$2,259	$2,493	$234
1	30076	475	18		$3.40	$1,615		$848	$2,463	62%	83%	21%	$1,534	$2,047	$513
1	30077	490	15		$1.70	$833		$437	$1,270	62%	83%	21%	$791	$1,055	$264
1	30078	499	15		$1.70	$848		$445	$1,293	62%	83%	21%	$805	$1,074	$269
1	30079	159	15		$1.70	$269		$141	$410	62%	83%	21%	$255	$341	$85
1	30080	316	15		$1.70	$538		$282	$820	58%	81%	23%	$479	$667	$188
1	30081	360	15		$1.70	$612		$321	$933	58%	81%	23%	$545	$759	$214
1	30082	409	15		$1.70	$695		$365	$1,060	58%	81%	23%	$620	$862	$243
	Subtotal:	**5,411**				**$14,601**	**5%**	**$7,666**	**$22,267**				**$16,629**	**$19,531**	**$2,905**
Craig Ranch North															
Phase 6															
1	30209	635	15		$208.00	$131,976		$69,287	$201,263	87%	96%	9%	$174,802	$192,235	$17,433
1	30210	114	15		$208.00	$23,733		$12,460	$36,193	87%	96%	9%	$31,434	$34,569	$3,135
1	30210	265	15		$208.00	$55,120		$28,938	$84,058	87%	96%	9%	$73,006	$80,287	$7,281
1	30211	60	15		$208.00	$12,480		$6,552	$19,032	87%	96%	9%	$16,530	$18,178	$1,649
1	30212	161	15		$208.00	$33,426		$17,549	$50,975	84%	95%	11%	$42,907	$48,356	$5,449
1	30213	474	15		$208.00	$98,530		$51,728	$150,258	82%	94%	12%	$123,090	$141,571	$18,482
1	30214	422	15		$208.00	$87,714		$46,050	$133,764	82%	94%	12%	$109,578	$126,031	$16,453
1	30215	264	15		$208.00	$54,912		$28,829	$83,741	80%	94%	14%	$67,306	$78,784	$11,479
1	30216	372	15		$208.00	$77,418		$40,644	$118,062	80%	94%	14%	$94,891	$111,074	$16,183
1	30217	265	15		$208.00	$55,120		$28,938	$84,058	80%	94%	14%	$67,561	$79,083	$11,522
1	30218	265	15		$208.00	$55,120		$28,938	$84,058	80%	94%	14%	$67,561	$79,083	$11,522
1	30219	664	15		$208.00	$138,133		$72,520	$210,653	78%	94%	16%	$164,139	$197,236	$33,096
	Subtotal:	**3,960**		**2004**		**$823,680**	**5%**	**$432,433**	**$1,256,115**				**$1,032,805**	**$1,186,487**	**$153,684**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

	Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
Craig Ranch West (VCIM 2)															
						Phase 1									
1	30118	2,998	15		$235.14	$704,884		$370,064	$1,074,948	80%	86%	7%	$855,019	$925,584	$70,566
1	30095	381	24		$235.14	$89,660		$47,072	$136,732	81%	90%	8%	$111,178	$122,535	$11,357
Subtotal:		**3,379**		**2005**		**$794,544**	**5%**	**$417,136**	**$1,211,680**				**$966,197**	**$1,048,119**	**$81,923**
Craig Ranch Infrastructure (VCIM 1)															
						Phase 1 15" to 24"									
1	30140	471	24		$57.47	$27,082		$14,218	$41,300	72%	85%	13%	$29,778	$35,187	$5,409
1	30141	335	24		$57.47	$19,254		$10,108	$29,362	76%	89%	13%	$22,402	$26,142	$3,740
1	30142	210	24		$57.47	$12,087		$6,346	$18,433	72%	85%	13%	$13,291	$15,705	$2,414
1	30143	289	24		$57.47	$16,587		$8,708	$25,295	76%	89%	13%	$19,299	$22,521	$3,222
1	30144	298	21		$57.47	$17,116		$8,986	$26,102	76%	89%	13%	$19,915	$23,239	$3,324
1	30145	291	21		$57.47	$16,702		$8,769	$25,471	76%	89%	13%	$19,434	$22,678	$3,244
1	30146	528	21		$57.47	$30,335		$15,926	$46,261	76%	90%	14%	$35,084	$41,569	$6,485
1	30147	456	21		$57.47	$26,180		$13,745	$39,925	75%	91%	16%	$30,086	$36,275	$6,188
1	30148	238	21		$57.47	$13,656		$7,169	$20,825	75%	91%	16%	$15,693	$18,921	$3,228
1	30149	555	18		$57.47	$31,875		$16,734	$48,609	80%	90%	10%	$38,945	$43,690	$4,745
1	30150	425	18		$57.47	$24,450		$12,836	$37,286	80%	90%	10%	$29,873	$33,513	$3,640
1	30151	594	18		$57.47	$34,163		$17,936	$52,099	80%	90%	10%	$41,741	$46,827	$5,086
1	30152	177	18		$57.47	$10,156		$5,332	$15,488	80%	90%	10%	$12,409	$13,921	$1,512
1	30153	194	18		$57.47	$11,127		$5,842	$16,969	80%	90%	10%	$13,595	$15,252	$1,656
1	30154	351	18		$57.47	$20,185		$10,597	$30,782	80%	90%	10%	$24,662	$27,667	$3,005
1	30166	299	15		$57.47	$17,162		$9,010	$26,172	68%	92%	24%	$17,853	$24,116	$6,263
1	30167	295	15		$57.47	$16,955		$8,901	$25,856	68%	92%	24%	$17,637	$23,824	$6,187
1	30168	294	15		$57.47	$16,903		$8,874	$25,777	68%	92%	24%	$17,584	$23,752	$6,168
1	30169	300	15		$57.47	$17,265		$9,064	$26,329	68%	92%	24%	$17,960	$24,260	$6,300
1	30170	300	15		$57.47	$17,219		$9,040	$26,259	68%	92%	24%	$17,952	$24,217	$6,266
Subtotal:		**6,898**		**2004**		**$396,459**	**5%**	**$208,141**	**$604,600**				**$455,193**	**$543,276**	**$88,082**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
Harvest Bend Offsite Sewer														
1	40001	125	24		$25.65	$3,212		$1,686	$4,898	68%	98%	31%	$3,320	$4,825	$1,504
1	40002	432	24		$25.65	$11,079		$5,817	$16,896	68%	98%	31%	$11,454	$16,643	$5,188
1	40003	330	24		$25.65	$8,473		$4,448	$12,921	69%	82%	13%	$8,927	$10,625	$1,698
1	40004	133	24		$25.65	$3,402		$1,786	$5,188	69%	82%	13%	$3,587	$4,266	$679
1	40005	272	24		$25.65	$6,972		$3,660	$10,632	68%	82%	14%	$7,198	$8,704	$1,506
1	40006	446	24		$25.65	$11,441		$6,007	$17,448	68%	82%	14%	$11,813	$14,284	$2,471
1	40007	595	24		$25.65	$15,271		$8,017	$23,288	68%	82%	14%	$15,767	$19,065	$3,298
1	40008	595	24		$25.65	$15,271		$8,017	$23,288	66%	81%	15%	$15,360	$18,952	$3,592
1	40009	249	24		$25.65	$6,385		$3,352	$9,737	66%	81%	15%	$6,422	$7,924	$1,502
1	40010	480	24		$25.65	$12,318		$6,467	$18,785	66%	81%	15%	$12,390	$15,288	$2,898
1	40011	585	24		$25.65	$15,007		$7,879	$22,886	66%	81%	15%	$15,095	$18,625	$3,530
1	40012	500	24		$25.65	$12,826		$6,734	$19,560	68%	85%	17%	$13,298	$16,593	$3,295
1	40013	236	24		$25.65	$6,051		$3,177	$9,228	68%	85%	17%	$6,274	$7,828	$1,554
1	40014	396	24		$25.65	$10,148		$5,328	$15,476	68%	85%	17%	$10,522	$13,129	$2,607
1	40015	261	24		$25.65	$6,698		$3,516	$10,214	68%	85%	17%	$6,944	$8,665	$1,720
1	40016	374	24		$25.65	$9,584		$5,032	$14,616	71%	89%	19%	$10,336	$13,063	$2,727
1	40017	487	18		$25.65	$12,498		$6,561	$19,059	70%	90%	20%	$13,322	$17,095	$3,773
1	40018	487	18		$25.65	$12,498		$6,561	$19,059	70%	90%	20%	$13,322	$17,095	$3,773
1	40019	343	18		$25.65	$8,799		$4,619	$13,418	70%	90%	20%	$9,379	$12,035	$2,656
1	40020	295	18		$25.65	$7,573		$3,976	$11,549	69%	90%	21%	$7,933	$10,394	$2,461
1	40021	204	18		$25.65	$5,233		$2,747	$7,980	69%	90%	21%	$5,482	$7,182	$1,701
Subtotal:		**7,825**		**2004**		**$200,740**	**5%**	**$105,387**	**$306,126**				**$208,145**	**$262,280**	**$54,133**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

	Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
Wal-Mart Offsite 24" Sewer															
1	50001	269	24		$34.30	$9,220		$4,841	$14,061	59%	71%	12%	$8,307	$9,967	$1,660
1	50002	468	24		$34.30	$16,066		$8,435	$24,501	59%	71%	12%	$14,474	$17,366	$2,892
1	50003	274	24		$34.30	$9,402		$4,936	$14,338	59%	71%	12%	$8,470	$10,163	$1,693
1	50004	291	24		$34.30	$9,964		$5,231	$15,195	59%	71%	12%	$8,976	$10,770	$1,794
1	50005	230	24		$34.30	$7,889		$4,142	$12,031	59%	71%	12%	$7,107	$8,528	$1,420
1	50006	694	24		$34.30	$23,787		$12,488	$36,275	60%	73%	12%	$21,894	$26,358	$4,464
1	50007	265	24		$34.30	$9,076		$4,765	$13,841	60%	73%	13%	$8,305	$10,068	$1,763
1	50008	232	24		$34.30	$7,958		$4,178	$12,136	60%	73%	13%	$7,282	$8,827	$1,546
1	50009	566	24		$34.30	$19,400		$10,185	$29,585	60%	73%	13%	$17,751	$21,519	$3,768
1	50010	153	21		$34.30	$5,238		$2,750	$7,988	60%	73%	13%	$4,768	$5,824	$1,056
	Subtotal:	**3,440**		**2003**		**$118,000**	**5%**	**$61,951**	**$179,951**				**$107,334**	**$129,390**	**$22,056**
Creekview Estates Offsite Sanitary Sewer															
Franklin Branch - from Wilson Creek to Franklin Branch Trunk Sewer															
1	16000	350	27		$57.71	$20,210		$10,610	$30,820	15%	48%	33%	$4,526	$14,676	$10,150
1	16001	209	16		$57.71	$12,038		$6,320	$18,358	15%	48%	33%	$2,695	$8,740	$6,045
1	16002	443	27		$57.71	$25,571		$13,425	$38,996	15%	48%	33%	$5,725	$18,566	$12,840
1	16003	359	27		$57.71	$20,735		$10,886	$31,621	9%	46%	37%	$2,903	$14,446	$11,542
1	16004	231	27		$57.71	$13,314		$6,990	$20,304	9%	46%	37%	$1,864	$9,276	$7,411
1	16005	484	27		$57.71	$27,909		$14,652	$42,561	9%	46%	37%	$3,908	$19,443	$15,535
1	16006	375	27		$57.71	$21,618		$11,349	$32,967	4%	44%	39%	$1,338	$14,358	$13,020
1	16007	383	27		$57.71	$22,074		$11,589	$33,663	4%	44%	39%	$1,366	$14,661	$13,295
1	16008	136	27		$57.71	$7,860		$4,127	$11,987	4%	44%	39%	$486	$5,221	$4,734
1	16009	209	27		$57.71	$12,038		$6,320	$18,358	4%	44%	39%	$745	$7,995	$7,250
	Subtotal:	**3,177**		**2005**		**$183,369**	**5%**	**$96,268**	**$279,635**				**$25,556**	**$127,382**	**$101,822**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

	Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
Timber Creek Offsite Sewer															
Phase 1															
1	26009	789	21		$44.34	$34,982		$18,366	$53,348	34%	65%	31%	$18,089	$34,821	$16,733
1	26010	725	21		$44.34	$32,153		$16,880	$49,033	39%	65%	26%	$18,936	$31,800	$12,864
1	26011	211	21		$44.34	$9,374		$4,921	$14,295	25%	62%	37%	$3,540	$8,803	$5,263
1	26012	716	24		$44.34	$31,731		$16,659	$48,390	24%	59%	35%	$11,796	$28,718	$16,922
1	26013	204	21		$44.34	$9,059		$4,756	$13,815	24%	59%	35%	$3,368	$8,199	$4,831
1	26014	137	21		$44.34	$6,088		$3,196	$9,284	24%	59%	35%	$2,263	$5,510	$3,247
1	26015	225	21		$44.34	$9,977		$5,238	$15,215	24%	59%	35%	$3,709	$9,030	$5,321
1	26016	718	21		$44.34	$31,824		$16,708	$48,532	24%	59%	35%	$11,831	$28,803	$16,972
1	26017	569	18		$44.34	$25,226		$13,244	$38,470	33%	54%	20%	$12,744	$20,610	$7,866
1	26018	360	18		$44.34	$15,963		$8,381	$24,344	33%	54%	20%	$8,064	$13,042	$4,978
1	26019	408	18		$44.34	$18,069		$9,486	$27,555	33%	54%	20%	$9,128	$14,763	$5,634
1	26020	361	18		$44.34	$15,985		$8,392	$24,377	33%	54%	20%	$8,075	$13,060	$4,985
1	26021	392	18		$44.34	$17,387		$9,128	$26,515	33%	54%	20%	$8,784	$14,205	$5,422
1	26022	480	18		$44.34	$21,267		$11,165	$32,432	35%	54%	19%	$11,367	$17,385	$6,019
1	26023	479	18		$44.34	$21,244		$11,153	$32,397	33%	54%	20%	$10,732	$17,357	$6,625
1	26024	471	18		$44.34	$20,881		$10,963	$31,844	35%	54%	19%	$11,161	$17,070	$5,910
1	26025	590	18		$44.34	$26,175		$13,742	$39,917	37%	57%	20%	$14,960	$22,793	$7,833
1	26026	614	15		$44.34	$27,213		$14,287	$41,500	43%	70%	27%	$17,822	$29,131	$11,308
1	26027	305	15		$44.34	$13,516		$7,096	$20,612	43%	70%	27%	$8,852	$14,468	$5,616
1	26028	468	15		$44.34	$20,761		$10,900	$31,661	43%	70%	27%	$13,597	$22,224	$8,627
Subtotal:		**9,221**		**2004**		**$408,876**	**5%**	**$214,661**	**$623,536**				**$208,818**	**$371,792**	**$162,976**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
Robinson Ridge Offsite Sewer														
1 16040	179	24		$37.30	$6,685		$3,510	$10,195	37%	42%	5%	$3,777	$4,275	$498
1 16041	285	24		$37.30	$10,628		$5,580	$16,208	37%	42%	5%	$6,005	$6,796	$792
1 16042	434	24		$37.30	$16,189		$8,499	$24,688	37%	42%	5%	$9,146	$10,352	$1,206
1 16043	319	21		$37.30	$11,895		$6,245	$18,140	37%	42%	5%	$6,720	$7,606	$886
1 16044	134	21		$37.30	$4,990		$2,620	$7,610	37%	42%	5%	$2,819	$3,191	$372
1 16045	202	21		$37.30	$7,536		$3,956	$11,492	37%	42%	5%	$4,257	$4,819	$561
1 16046	498	18		$37.30	$18,575		$9,752	$28,327	37%	42%	5%	$10,494	$11,878	$1,384
1 16047	190	18		$37.30	$7,077		$3,715	$10,792	37%	42%	5%	$3,996	$4,523	$527
1 16048	443	18		$37.30	$16,509		$8,667	$25,176	37%	42%	5%	$9,322	$10,551	$1,229
1 16049	383	18		$37.30	$14,299		$7,507	$21,806	36%	41%	5%	$7,790	$8,912	$1,122
1 16050	76	18		$37.30	$2,826		$1,484	$4,310	36%	41%	5%	$1,540	$1,762	$222
1 16051	401	18		$37.30	$14,950		$7,849	$22,799	36%	41%	5%	$8,144	$9,318	$1,173
1 16052	282	18		$37.30	$10,503		$5,514	$16,017	36%	41%	5%	$5,722	$6,546	$824
1 16053	442	18		$37.30	$16,502		$8,664	$25,166	34%	39%	5%	$8,656	$9,799	$1,142
1 16054	379	18		$37.30	$14,149		$7,428	$21,577	34%	39%	5%	$7,422	$8,401	$979
1 16055	300	18		$37.30	$11,208		$5,884	$17,092	34%	39%	5%	$5,879	$6,655	$776
1 16056	253	18		$37.30	$9,435		$4,953	$14,388	34%	39%	5%	$4,949	$5,602	$653
1 16057	407	18		$37.30	$15,164		$7,961	$23,125	34%	39%	5%	$7,954	$9,004	$1,050
1 16058	454	18		$37.30	$16,926		$8,886	$25,812	34%	39%	5%	$8,879	$10,050	$1,172
1 16059	505	18		$37.30	$18,830		$9,886	$28,716	34%	39%	5%	$9,877	$11,181	$1,303
1 16060	393	18		$37.30	$14,646		$7,689	$22,335	34%	39%	5%	$7,683	$8,696	$1,014
1 16061	31	18		$37.30	$1,145		$601	$1,746	34%	39%	5%	$601	$680	$79
1 16062	110	18		$37.30	$4,096		$2,150	$6,246	32%	36%	4%	$2,029	$2,266	$237
Subtotal:	**7,098**		**2002**		**$264,761**	**5%**	**$139,000**	**$403,763**				**$143,661**	**$162,863**	**$19,201**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

	Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
NTMWD Prosper Interceptor Sewer															
1	10126	247	42		$20.25	$5,004		$2,627	$7,631	23%	52%	29%	$1,778	$3,989	$2,211
1	10127	341	42		$20.25	$6,906		$3,626	$10,532	23%	52%	29%	$2,454	$5,512	$3,057
1	10128	404	42		$20.25	$8,189		$4,299	$12,488	23%	52%	29%	$2,910	$6,544	$3,634
1	10129	267	42		$20.25	$5,405		$2,838	$8,243	26%	59%	33%	$2,141	$4,823	$2,682
1	10130	417	42		$20.25	$8,444		$4,433	$12,877	26%	59%	33%	$3,344	$7,543	$4,198
1	10131	693	42		$20.25	$14,041		$7,372	$21,413	26%	59%	33%	$5,560	$12,558	$6,998
1	10132	788	24		$20.25	$15,969		$8,384	$24,353	100%	100%	0%	$24,353	$24,353	$0
1	10133	589	24		$20.25	$11,934		$6,265	$18,199	100%	100%	0%	$18,199	$18,199	$0
1	10134	252	24		$20.25	$5,105		$2,680	$7,785	100%	100%	0%	$7,785	$7,785	$0
1	10135	352	24		$20.25	$7,130		$3,743	$10,873	100%	100%	0%	$10,873	$10,873	$0
1	10136	650	24		$20.25	$13,170		$6,914	$20,084	100%	100%	0%	$20,084	$20,084	$0
1	10137	617	24		$20.25	$12,504		$6,565	$19,069	100%	100%	0%	$19,069	$19,069	$0
1	10138	520	24		$20.25	$10,539		$5,533	$16,072	100%	100%	0%	$16,072	$16,072	$0
1	10139	775	24		$20.25	$15,702		$8,244	$23,946	100%	100%	0%	$23,946	$23,946	$0
1	10140	343	24		$20.25	$6,951		$3,649	$10,600	100%	100%	0%	$10,600	$10,600	$0
1	10141	368	24		$20.25	$7,451		$3,912	$11,363	100%	100%	0%	$11,363	$11,363	$0
1	10142	586	24		$20.25	$11,868		$6,231	$18,099	100%	100%	0%	$18,099	$18,099	$0
1	10143	298	24		$20.25	$6,042		$3,172	$9,214	100%	100%	0%	$9,214	$9,214	$0
1	10144	450	24		$20.25	$9,109		$4,782	$13,891	100%	100%	0%	$13,891	$13,891	$0
1	10145	452	24		$20.25	$9,147		$4,802	$13,949	90%	100%	10%	$12,535	$13,949	$1,414
1	10146	318	24		$20.25	$6,447		$3,385	$9,832	95%	100%	5%	$9,340	$9,832	$492
1	10147	167	24		$20.25	$3,377		$1,773	$5,150	95%	100%	5%	$4,892	$5,150	$258
1	10148	478	24		$20.25	$9,678		$5,081	$14,759	95%	100%	5%	$14,020	$14,759	$739
1	10149	500	24		$20.25	$10,125		$5,316	$15,441	95%	100%	5%	$14,664	$15,441	$777
1	10150	614	24		$20.25	$12,439		$6,530	$18,969	95%	100%	5%	$18,015	$18,969	$954
1	10151	271	24		$20.25	$5,490		$2,882	$8,372	95%	100%	5%	$7,946	$8,372	$426
1	10152	773	24		$20.25	$15,657		$8,220	$23,877	98%	100%	2%	$23,375	$23,877	$502
1	10153	693	24		$20.25	$14,028		$7,365	$21,393	98%	100%	2%	$20,943	$21,393	$450
1	10154	197	24		$20.25	$4,000		$2,100	$6,100	98%	100%	2%	$5,972	$6,100	$128
1	10155	134	24		$20.25	$2,721		$1,429	$4,150	98%	100%	2%	$4,063	$4,150	$87
1	10156	735	24		$20.25	$14,885		$7,815	$22,700	98%	100%	2%	$22,223	$22,700	$477
1	10157	505	24		$20.25	$10,234		$5,373	$15,607	98%	100%	2%	$15,275	$15,607	$332
1	10158	481	24		$20.25	$9,739		$5,113	$14,852	100%	100%	0%	$14,852	$14,852	$0
1	10159	332	24		$20.25	$6,730		$3,533	$10,263	100%	100%	0%	$10,263	$10,263	$0
Subtotal:		**15,610**		**2007**		**$316,159**	**5%**	**$165,986**	**$482,146**				**$239,582**	**$246,618**	**$7,036**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
Westerra Stonebridge Sewer														
1 19009	13	24		$18.00	$225		$118	$343	10%	90%	80%	$34	$308	$274
1 19010	72	24		$18.00	$1,296		$680	$1,976	83%	89%	6%	$1,634	$1,753	$120
1 19011	144	15		$4.80	$689		$362	$1,051	83%	89%	6%	$869	$933	$64
1 19012	329	15		$4.80	$1,578		$828	$2,406	83%	89%	6%	$1,989	$2,135	$146
1 19013	339	15		$4.80	$1,628		$855	$2,483	83%	89%	6%	$2,053	$2,203	$150
1 19014	129	15		$4.80	$621		$326	$947	83%	89%	6%	$783	$840	$57
1 19015	131	15		$4.80	$630		$331	$961	83%	89%	7%	$796	$860	$64
1 19016	334	15		$4.80	$1,602		$841	$2,443	83%	89%	7%	$2,022	$2,186	$163
1 19017	345	15		$4.80	$1,654		$868	$2,522	83%	89%	7%	$2,088	$2,256	$168
1 19018	307	15		$4.80	$1,476		$775	$2,251	83%	90%	7%	$1,867	$2,032	$165
1 19019	50	15		$4.80	$239		$125	$364	83%	90%	7%	$303	$328	$26
1 19020	64	15		$4.80	$306		$161	$467	83%	90%	7%	$388	$421	$33
1 19021	77	15		$4.80	$369		$194	$563	83%	90%	7%	$469	$508	$39
Subtotal:	**2,333**		**2003**		**$12,313**	**5%**	**$6,464**	**$18,777**				**$15,295**	**$16,763**	**$1,469**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

	Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
Westerra Stonebridge Trunk Line															
Line H & H-2															
1	17397	344	42		$54.00	$18,569		$9,749	$28,318	100%	100%	0%	$28,318	$28,318	$0
1	17398	490	30		$54.00	$26,462		$13,893	$40,355	100%	100%	0%	$40,355	$40,355	$0
1	17399	451	30		$54.00	$24,353		$12,785	$37,138	100%	100%	0%	$37,138	$37,138	$0
1	17400	500	30		$54.00	$27,000		$14,175	$41,175	100%	100%	0%	$41,175	$41,175	$0
1	17401	10	30		$54.00	$540		$284	$824	91%	91%	0%	$751	$751	$0
1	17402	480	30		$54.00	$25,914		$13,605	$39,519	100%	100%	0%	$39,519	$39,519	$0
1	17403	349	30		$54.00	$18,857		$9,900	$28,757	100%	100%	0%	$28,757	$28,757	$0
1	17404	260	30		$54.00	$14,014		$7,357	$21,371	100%	100%	0%	$21,371	$21,371	$0
1	17405	32	30		$54.00	$1,751		$919	$2,670	100%	100%	0%	$2,670	$2,670	$0
1	17406	70	30		$54.00	$3,803		$1,997	$5,800	100%	100%	0%	$5,800	$5,800	$0
1	17407	157	30		$54.00	$8,486		$4,455	$12,941	100%	100%	0%	$12,941	$12,941	$0
1	17408	83	30		$30.50	$2,533		$1,330	$3,863	100%	100%	0%	$3,863	$3,863	$0
1	17409	37	30		$30.50	$1,127		$592	$1,719	100%	100%	0%	$1,719	$1,719	$0
1	17410	229	30		$30.50	$6,996		$3,673	$10,669	100%	100%	0%	$10,669	$10,669	$0
1	17411	490	30		$30.50	$14,945		$7,846	$22,791	100%	100%	0%	$22,791	$22,791	$0
1	17412	210	30		$30.50	$6,414		$3,367	$9,781	100%	100%	0%	$9,781	$9,781	$0
1	17413	280	30		$30.50	$8,528		$4,477	$13,005	100%	100%	0%	$13,005	$13,005	$0
1	17414	245	30		$30.50	$7,471		$3,922	$11,393	100%	100%	0%	$11,393	$11,393	$0
1	17415	235	30		$30.50	$7,168		$3,763	$10,931	100%	100%	0%	$10,931	$10,931	$0
1	17416	474	30		$54.00	$25,583		$13,431	$39,014	100%	100%	0%	$39,014	$39,014	$0
1	17417	517	30		$54.00	$27,936		$14,666	$42,602	100%	100%	0%	$42,602	$42,602	$0
1	17418	490	30		$54.00	$26,460		$13,892	$40,352	100%	100%	0%	$40,352	$40,352	$0
1	17420	293	30		$54.00	$15,796		$8,293	$24,089	100%	100%	0%	$24,089	$24,089	$0
1	17421	179	30		$54.00	$9,673		$5,078	$14,751	100%	100%	0%	$14,751	$14,751	$0
1	19000	144	24		$54.00	$7,789		$4,089	$11,878	85%	91%	6%	$10,087	$10,841	$754
1	19001	377	24		$54.00	$20,361		$10,690	$31,051	12%	90%	78%	$3,601	$27,879	$24,278
1	19002	129	24		$54.00	$6,956		$3,652	$10,608	12%	90%	78%	$1,229	$9,541	$8,312
1	19003	490	24		$93.00	$45,610		$23,945	$69,555	12%	90%	78%	$8,058	$62,574	$54,516
1	19004	490	24		$54.00	$26,457		$13,890	$40,347	12%	90%	78%	$4,673	$36,307	$31,634
1	19005	490	24		$54.00	$26,466		$13,895	$40,361	12%	90%	78%	$4,674	$36,329	$31,655
1	19006	490	24		$54.00	$26,465		$13,894	$40,359	10%	90%	80%	$4,030	$36,260	$32,230
1	19007	430	24		$54.00	$23,210		$12,185	$35,395	10%	90%	80%	$3,525	$31,809	$28,284
1	19008	237	24		$54.00	$12,785		$6,712	$19,497	10%	90%	80%	$1,933	$17,480	$15,547
Subtotal:		**10,183**		**2003**		**$526,478**	**5%**	**$276,401**	**$802,879**				**$545,565**	**$772,775**	**$227,210**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

	Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
Franklin Branch Trunk Sewer															
From North Side of Parker Creek Estates North Along Franklin Branch to U.S. 380 and East to Bois D' Arc Road															
2	16010	102	30		$205.18	$20,929		$10,988	$31,917	4%	44%	39%	$1,295	$13,900	$12,605
2	16011	38	30		$205.18	$7,797		$4,093	$11,890	4%	44%	39%	$482	$5,178	$4,696
2	16012	60	30		$205.18	$12,311		$6,463	$18,774	4%	44%	39%	$762	$8,176	$7,415
2	16013	381	27		$205.18	$78,175		$41,042	$119,217	4%	44%	39%	$4,838	$51,921	$47,083
2	16014	800	27		$205.18	$164,147		$86,177	$250,324	4%	44%	39%	$10,158	$109,020	$98,862
2	16015	60	27		$205.18	$12,311		$6,463	$18,774	4%	44%	39%	$762	$8,175	$7,413
2	16016	229	18		$205.18	$46,987		$24,668	$71,655	11%	57%	46%	$8,196	$40,818	$32,622
2	16017	300	18		$205.18	$61,555		$32,316	$93,871	11%	57%	46%	$10,737	$53,474	$42,736
2	16018	192	18		$205.18	$39,395		$20,682	$60,077	11%	57%	46%	$6,872	$34,223	$27,351
2	16019	308	18		$205.18	$63,196		$33,178	$96,374	11%	57%	46%	$11,024	$54,899	$43,876
2	16020	140	18		$205.18	$28,726		$15,081	$43,807	11%	57%	46%	$5,011	$24,955	$19,944
2	16021	775	12		$205.18	$159,017		$83,484	$242,501	56%	66%	10%	$135,592	$159,060	$23,468
2	16022	216	18		$205.18	$44,320		$23,268	$67,588	1%	40%	39%	$861	$27,177	$26,316
	Subtotal:	**3,601**		**2005**		**$738,865**	**5%**	**$387,903**	**$1,126,769**				**$196,590**	**$590,976**	**$394,387**
Airport Sewer Phase II															
From northeast of termination of Industrial Blvd to North McKinney Interceptor															
2	20300	25	15		$149.89	$3,816		$2,003	$5,819	79%	100%	21%	$4,576	$5,819	$1,243
2	20302	43	15		$149.89	$6,454		$3,388	$9,842	79%	100%	21%	$7,740	$9,842	$2,102
2	20304	438	15		$149.89	$65,671		$34,477	$100,148	79%	100%	21%	$78,763	$100,148	$21,385
2	20306	500	15		$149.89	$74,974		$39,361	$114,335	79%	100%	21%	$89,921	$114,335	$24,414
2	20308	500	15		$149.89	$74,882		$39,313	$114,195	79%	100%	21%	$89,811	$114,195	$24,384
2	20310	500	15		$149.89	$75,012		$39,381	$114,393	79%	100%	21%	$89,966	$114,393	$24,427
2	20312	183	15		$149.89	$27,499		$14,437	$41,936	79%	100%	21%	$32,981	$41,936	$8,955
2	20314	498	15		$149.89	$74,701		$39,218	$113,919	79%	100%	21%	$89,593	$113,919	$24,326
2	20316	499	15		$149.89	$74,768		$39,253	$114,021	79%	100%	21%	$89,674	$114,021	$24,347
2	20318	523	15		$149.89	$78,400		$41,160	$119,560	79%	100%	21%	$94,030	$119,560	$25,530
2	20320	296	15		$149.89	$44,350		$23,284	$67,634	79%	100%	21%	$53,192	$67,634	$14,442
2	20322	532	15		$149.89	$79,816		$41,903	$121,719	79%	100%	21%	$95,728	$121,719	$25,991
2	20324	357	15		$149.89	$53,464		$28,069	$81,533	79%	100%	21%	$64,123	$81,533	$17,410
2	20326	282	15		$149.89	$42,255		$22,184	$64,439	79%	100%	21%	$50,739	$64,439	$13,700
2	20328	445	15		$149.89	$66,709		$35,022	$101,731	79%	100%	21%	$80,368	$101,731	$21,363
2	20330	24	15		$149.89	$3,667		$1,925	$5,592	79%	100%	21%	$4,398	$5,592	$1,194
	Subtotal:	**5,647**		**2005**		**$846,438**	**5%**	**$444,378**	**$1,290,816**				**$1,015,603**	**$1,290,816**	**$275,213**

EXHIBIT 2

TABLE NO. 16
Existing Impact Fee Wastewater Lines

	Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity 2012	(%) Utilized Capacity 2022	(%) Utilized Capacity During Fee Period	($) Utilized Capacity 2012	($) Utilized Capacity 2022	($) Utilized Capacity During Fee Period
Collin McKinney Pkwy. & McKinney Place Drive Sanitary Sewer															
Along Collin McKinney Pkwy. From McKinney Place Drive to Lake Forest Drive															
1	50170	402	15		$114.35	$45,976		$24,137	$70,113	63%	100%	37%	$44,507	$70,113	$25,606
1	50172	398	15		$114.35	$45,504		$23,890	$69,394	63%	100%	37%	$44,050	$69,394	$25,344
1	50174	385	15		$114.35	$44,055		$23,129	$67,184	66%	100%	34%	$44,400	$67,184	$22,784
Subtotal:		**1,185**		**2008**		**$135,535**	**5%**	**$71,156**	**$206,691**				**$132,957**	**$206,691**	**$73,734**
Lake Forest Drive & SH 121 Offsite Utilities															
Along SH 121 North ROW from McKinney Place Drive to Lake Forest Drive															
1	50160	226	21		$538.52	$121,973		$64,036	$186,009	41%	53%	11%	$76,716	$97,734	$21,018
1	50162	226	21		$538.52	$121,536		$63,806	$185,342	41%	53%	11%	$76,440	$97,383	$20,943
1	50164	223	21		$538.52	$120,278		$63,146	$183,424	41%	53%	11%	$75,649	$96,375	$20,726
1	50166	420	21		$538.52	$226,023		$118,662	$344,685	41%	53%	11%	$142,158	$181,106	$38,947
Subtotal:		**1,095**		**2008**		**$589,810**	**5%**	**$309,650**	**$899,460**				**$370,963**	**$472,598**	**$101,634**
Existing Sewer Line CIP Total		**196,693**				**$13,313,208**		**$6,989,450**	**$20,302,674**				**$15,248,909**	**$17,382,293**	**$2,133,385**

Notes:
1 - City Participate in Cost Oversize
2 - City Initiated and Funded

EXHIBIT 2

TABLE NO. 17

Proposed Impact Fee Wastewater Lines

	Pipe Number		Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.) *	Total Capital Cost ($)	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
											2012	2022	During Fee Period	2012	2022	During Fee Period
Westerra Stonebridge - Sanitary Sewer Trunk Line - Line "H-3"																
1	19059	*	74	24		$96.00	$7,087		$3,721	$10,808	0%	88%	88%	$0	$9,541	$9,541
1	19060	*	531	24		$96.00	$50,958		$26,753	$77,711	0%	89%	89%	$0	$68,863	$68,863
1	19063	*	34	21		$72.00	$2,462		$1,292	$3,754	0%	90%	90%	$0	$3,369	$3,369
1	19064	*	341	21		$72.00	$24,558		$12,893	$37,451	0%	88%	88%	$0	$33,009	$33,009
1	19066	*	498	18		$48.00	$23,908		$12,551	$36,459	0%	95%	95%	$0	$34,699	$34,699
1	19068	*	411	18		$48.00	$19,743		$10,365	$30,108	0%	98%	98%	$0	$29,579	$29,579
1	19070	*	508	18		$48.00	$24,375		$12,797	$37,172	0%	99%	99%	$0	$36,868	$36,868
1	19071	*	63	21		$72.00	$4,570		$2,399	$6,969	0%	63%	63%	$0	$4,375	$4,375
1	19072	*	219	21		$72.00	$15,742		$8,265	$24,007	0%	53%	53%	$0	$12,810	$12,810
1	19074	*	159	21		$72.00	$11,477		$6,025	$17,502	0%	53%	53%	$0	$9,339	$9,339
1	19076	*	490	21		$72.00	$35,250		$18,506	$53,756	0%	53%	53%	$0	$28,684	$28,684
1	19078	*	453	21		$72.00	$32,605		$17,118	$49,723	0%	53%	53%	$0	$26,533	$26,533
1	19080	*	441	21		$72.00	$31,769		$16,679	$48,448	0%	53%	53%	$0	$25,852	$25,852
1	19082	*	481	21		$72.00	$34,650		$18,191	$52,841	0%	53%	53%	$0	$28,196	$28,196
1	19084	*	182	21		$72.00	$13,087		$6,871	$19,958	0%	53%	53%	$0	$10,650	$10,650
1	19086	*	204	21		$72.00	$14,689		$7,712	$22,401	0%	53%	53%	$0	$11,953	$11,953
1	19088	*	157	21		$72.00	$11,276		$5,920	$17,196	0%	53%	53%	$0	$9,176	$9,176
1	19090	*	347	21		$72.00	$24,950		$13,099	$38,049	0%	53%	53%	$0	$20,303	$20,303
1	19092	*	383	18		$48.00	$18,374		$9,647	$28,021	0%	53%	53%	$0	$14,952	$14,952
1	19094	*	138	18		$48.00	$6,615		$3,473	$10,088	0%	53%	53%	$0	$5,383	$5,383
1	19096	*	113	18		$48.00	$5,417		$2,844	$8,261	0%	53%	53%	$0	$4,408	$4,408
1	19098	*	326	18		$48.00	$15,652		$8,218	$23,870	0%	53%	53%	$0	$12,737	$12,737
1	19102	*	389	18		$48.00	$18,682		$9,808	$28,490	0%	40%	40%	$0	$11,290	$11,290
1	19104	*	230	18		$48.00	$11,051		$5,802	$16,853	0%	40%	40%	$0	$6,679	$6,679
1	19106	*	179	18		$48.00	$8,598		$4,514	$13,112	0%	40%	40%	$0	$5,196	$5,196
1	19108	*	421	15		$24.00	$10,099		$5,302	$15,401	0%	40%	40%	$0	$6,103	$6,103
1	19110	*	229	15		$24.00	$5,495		$2,885	$8,380	0%	40%	40%	$0	$3,321	$3,321
1	19112	*	195	15		$24.00	$4,679		$2,456	$7,135	0%	40%	40%	$0	$2,827	$2,827
1	19114	*	234	15		$24.00	$5,619		$2,950	$8,569	0%	40%	40%	$0	$3,396	$3,396
1	19116	*	111	15		$24.00	$2,667		$1,400	$4,067	0%	40%	40%	$0	$1,612	$1,612
1	19118	*	236	15		$24.00	$5,654		$2,968	$8,622	0%	0%	0%	$0	$0	$0
1	19120	*	156	15		$24.00	$3,742		$1,965	$5,707	0%	87%	87%	$0	$4,961	$4,961
1	19122	*	194	15		$24.00	$4,656		$2,444	$7,100	0%	87%	87%	$0	$6,172	$6,172
1	19124	*	116	15		$24.00	$2,789		$1,464	$4,253	0%	87%	87%	$0	$3,697	$3,697
1	19126	*	59	15		$24.00	$1,415		$743	$2,158	0%	87%	87%	$0	$1,876	$1,876
1	19128	*	109	15		$24.00	$2,610		$1,370	$3,980	0%	87%	87%	$0	$3,460	$3,460
1	19130	*	149	15		$24.00	$3,586		$1,882	$5,468	0%	87%	87%	$0	$4,753	$4,753
1	19132	*	177	15		$24.00	$4,256		$2,235	$6,491	0%	87%	87%	$0	$5,643	$5,643
1	19134	*	358	12		$0.00	$0		$0	$0	0%	87%	87%	$0	$0	$0
1	19136	*	61	12		$0.00	$0		$0	$0	0%	87%	87%	$0	$0	$0
1	19138	*	448	12		$0.00	$0		$0	$0	0%	87%	87%	$0	$0	$0
1	19140	*	328	12		$0.00	$0		$0	$0	0%	87%	87%	$0	$0	$0
1	19142	*	248	12		$0.00	$0		$0	$0	0%	87%	87%	$0	$0	$0
1	FM19008	*	742	20		$48.00	$35,636		$18,709	$54,345	0%	44%	44%	$0	$23,689	$23,689
1	FM19010	*	1,422	18		$48.00	$68,242		$35,827	$104,069	0%	44%	44%	$0	$45,363	$45,363
	Subtotal:		**13,344**		**2013**		**$628,692**	**5%**	**$330,063**	**$958,755**				**$0**	**$581,317**	**$581,317**

EXHIBIT 2

TABLE NO. 17

Proposed Impact Fee Wastewater Lines

	Pipe Number		Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.) *	Total Capital Cost ($)	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
											2012	2022	During Fee Period	2012	2022	During Fee Period
Trinity Falls Offsite Wastewater Line																
1	25000	*	19	36		$180.00	$3,442		$1,807	$5,249	0%	54%	54%	$0	$2,817	$2,817
1	25002	*	597	36		$180.00	$107,504		$56,440	$163,944	0%	53%	53%	$0	$87,229	$87,229
1	25004	*	87	36		$180.00	$15,595		$8,187	$23,782	0%	53%	53%	$0	$12,651	$12,651
1	25006	*	79	36		$180.00	$14,310		$7,513	$21,823	0%	53%	53%	$0	$11,575	$11,575
1	25008	*	265	36		$180.00	$47,725		$25,056	$72,781	0%	53%	53%	$0	$38,598	$38,598
1	25010	*	609	36		$180.00	$109,675		$57,579	$167,254	0%	53%	53%	$0	$88,699	$88,699
1	25012	*	573	36		$180.00	$103,115		$54,135	$157,250	0%	53%	53%	$0	$83,403	$83,403
1	25014	*	577	36		$180.00	$103,888		$54,541	$158,429	0%	53%	53%	$0	$84,019	$84,019
1	25016	*	570	36		$180.00	$102,597		$53,863	$156,460	0%	53%	53%	$0	$82,946	$82,946
1	25018	*	531	36		$180.00	$95,666		$50,225	$145,891	0%	54%	54%	$0	$78,912	$78,912
1	25020	*	798	36		$180.00	$143,717		$75,451	$219,168	0%	54%	54%	$0	$118,988	$118,988
1	25022	*	278	36		$180.00	$50,121		$26,314	$76,435	0%	54%	54%	$0	$41,486	$41,486
1	25024	*	317	36		$180.00	$57,128		$29,992	$87,120	0%	55%	55%	$0	$48,331	$48,331
1	25026	*	521	36		$180.00	$93,692		$49,188	$142,880	0%	55%	55%	$0	$79,253	$79,253
1	25028	*	410	36		$180.00	$73,748		$38,718	$112,466	0%	55%	55%	$0	$62,366	$62,366
1	25030	*	674	36		$180.00	$121,367		$63,718	$185,085	0%	55%	55%	$0	$102,620	$102,620
1	25032	*	856	36		$180.00	$154,124		$80,915	$235,039	0%	55%	55%	$0	$130,280	$130,280
1	25034	*	789	36		$180.00	$141,990		$74,545	$216,535	0%	55%	55%	$0	$119,989	$119,989
1	25036	*	717	36		$180.00	$129,108		$67,782	$196,890	0%	61%	61%	$0	$120,114	$120,114
1	25038	*	279	36		$180.00	$50,235		$26,374	$76,609	0%	61%	61%	$0	$46,736	$46,736
1	25040	*	607	36		$180.00	$109,349		$57,408	$166,757	0%	61%	61%	$0	$101,731	$101,731
1	25042	*	638	36		$180.00	$114,875		$60,309	$175,184	0%	61%	61%	$0	$106,903	$106,903
1	25044	*	812	36		$180.00	$146,223		$76,767	$222,990	0%	61%	61%	$0	$136,076	$136,076
1	25046	*	840	36		$180.00	$151,128		$79,342	$230,470	0%	61%	61%	$0	$140,640	$140,640
1	25048	*	586	36		$180.00	$105,568		$55,423	$160,991	0%	63%	63%	$0	$102,163	$102,163
1	25050	*	877	36		$180.00	$157,885		$82,890	$240,775	0%	63%	63%	$0	$152,794	$152,794
	Subtotal:		**13,910**		**2013**		**$2,503,778**	**5%**	**$1,314,482**	**$3,818,260**				**$0**	**$2,181,319**	**$2,181,319**

EXHIBIT 2

TABLE NO. 17

Proposed Impact Fee Wastewater Lines

	Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.) *	Total Capital Cost ($)	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity 2012	(%) Utilized Capacity 2022	(%) Utilized Capacity During Fee Period	($) Utilized Capacity 2012	($) Utilized Capacity 2022	($) Utilized Capacity During Fee Period
Clemons Creek Trunk Sewer															
1	CC100 *	1,423	27		$120.00	$170,789		$89,664	$260,453	0%	13%	13%	$0	$33,526	$33,526
1	CC102 *	3,869	24		$96.00	$371,457		$195,015	$566,472	0%	6%	6%	$0	$34,950	$34,950
1	CC103 *	1,196	24		$96.00	$114,803		$60,272	$175,075	0%	4%	4%	$0	$6,548	$6,548
1	CC104 *	2,458	21		$72.00	$176,990		$92,920	$269,910	0%	0%	0%	$0	$0	$0
	Subtotal:	**8,947**		**2014**		**$834,039**	**5%**	**$437,871**	**$1,271,910**				**$0**	**$75,024**	**$75,024**
Honey Creek Trunk Sewer															
1	HC122A *	19	36		$180.00	$3,330		$1,748	$5,078	0%	55%	55%	$0	$2,790	$2,790
1	HC123 *	1,848	42		$240.00	$443,402		$232,786	$676,188	0%	6%	6%	$0	$37,931	$37,931
1	HC123A *	2,752	36		$180.00	$495,432		$260,102	$755,534	0%	2%	2%	$0	$16,012	$16,012
1	HC124 *	2,129	36		$180.00	$383,287		$201,226	$584,513	0%	2%	2%	$0	$12,635	$12,635
1	HC157 *	876	18		$48.00	$42,041		$22,071	$64,112	0%	34%	34%	$0	$21,513	$21,513
	Subtotal:	**19**		**2015**		**$1,367,493**	**5%**	**$717,933**	**$2,085,426**				**$0**	**$90,881**	**$90,881**
Big Branch Trunk Sewer															
1	BB100 *	4,878	24		$96.00	$468,264		$245,839	$714,103	0%	2%	2%	$0	$17,333	$17,333
	Subtotal:	**4,878**		**2016**		**$468,264**	**5%**	**$245,839**	**$714,103**				**$0**	**$17,333**	**$17,333**
Upper East Fork Trunk Sewer															
1	UE106 *	1,870	30		$144.00	$269,222		$141,342	$410,564	0%	63%	63%	$0	$260,540	$260,540
1	UE108 *	3,475	21		$72.00	$250,178		$131,343	$381,521	0%	68%	68%	$0	$260,157	$260,157
1	UE110 *	2,593	21		$72.00	$186,673		$98,003	$284,676	0%	65%	65%	$0	$184,386	$184,386
1	UE112 *	2,747	15		$24.00	$65,920		$34,608	$100,528	0%	58%	58%	$0	$58,304	$58,304
1	UE116 *	3,474	15		$24.00	$83,371		$43,770	$127,141	0%	65%	65%	$0	$82,349	$82,349
	Subtotal:	**14,157**		**2018**		**$855,365**	**5%**	**$449,066**	**$1,304,431**				**$0**	**$845,736**	**$845,736**
Franklin Branch Trunk Sewer															
1	FB100 *	883	18		$48.00	$42,361		$22,239	$64,600	0%	40%	40%	$0	$25,678	$25,678
1	FB102 *	5,010	18		$48.00	$240,470		$126,247	$366,717	0%	36%	36%	$0	$132,061	$132,061
1	FB104 *	5,603	15		$24.00	$134,471		$70,597	$205,068	0%	29%	29%	$0	$60,403	$60,403
	Subtotal:	**883**		**2018**		**$417,301**	**5%**	**$219,083**	**$636,384**				**$0**	**$218,142**	**$218,142**

EXHIBIT 2

TABLE NO. 17

Proposed Impact Fee Wastewater Lines

	Pipe Number		Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.) *	Total Capital Cost ($)	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity 2012	(%) Utilized Capacity 2022	(%) Utilized Capacity During Fee Period	($) Utilized Capacity 2012	($) Utilized Capacity 2022	($) Utilized Capacity During Fee Period
Stonebridge Lift Station No. 1 Abandonment Sanitary Sewer																
1	UW105B	*	3,000	24		$96.00	$288,000		$151,200	$439,200	0%	90%	90%	$0	$393,421	$393,421
2	UW105A		2,550	24		$288.00	$734,400		$385,560	$1,119,960	0%	90%	90%	$0	$1,003,223	$1,003,223
	Subtotal:		**5,550**		**2020**		**$1,022,400**	**5%**	**$536,760**	**$1,559,160**				**$0**	**$1,396,644**	**$1,396,644**
Stover Creek Trunk Sewer																
1	SC100	*	2,585	30		$144.00	$372,181		$195,395	$567,576	0%	18%	18%	$0	$100,752	$100,752
1	SC101	*	2,917	27		$120.00	$350,083		$183,793	$533,876	0%	15%	15%	$0	$80,257	$80,257
1	SC102	*	5,461	27		$120.00	$655,338		$344,053	$999,391	0%	13%	13%	$0	$129,901	$129,901
	Subtotal:		**10,963**		**2022**		**$1,377,601**	**5%**	**$723,241**	**$2,100,842**				**$0**	**$310,910**	**$310,910**
Upper Wilson Creek Trunk Sewer																
1	UW108	*	6,581	15		$24.00	$157,933		$82,915	$240,848	0%	24%	24%	$0	$57,161	$57,161
	Subtotal:		**6,581**		**2022**		**$157,933**	**5%**	**$82,915**	**$240,848**				**$0**	**$57,161**	**$57,161**
NTMWD Prosper/McKinney Parallel Interceptor																
1	WC284	*	269	36		$180.00	$48,342		$25,379	$73,721	0%	68%	68%	$0	$49,885	$49,885
1	WC286	*	341	36		$180.00	$61,357		$32,212	$93,569	0%	68%	68%	$0	$63,356	$63,356
1	WC288	*	404	36		$180.00	$72,788		$38,214	$111,002	0%	68%	68%	$0	$75,192	$75,192
1	WC290	*	267	30		$144.00	$38,429		$20,175	$58,604	0%	68%	68%	$0	$39,742	$39,742
1	WC292	*	417	30		$144.00	$60,036		$31,519	$91,555	0%	68%	68%	$0	$62,117	$62,117
1	WC294	*	693	30		$144.00	$99,824		$52,408	$152,232	0%	68%	68%	$0	$103,367	$103,367
1	WC294A	*	14	42		$240.00	$3,397		$1,784	$5,181	0%	12%	12%	$0	$604	$604
1	WC296	*	788	42		$240.00	$189,232		$99,347	$288,579	0%	46%	46%	$0	$132,204	$132,204
1	WC298	*	589	42		$240.00	$141,417		$74,244	$215,661	0%	46%	46%	$0	$99,178	$99,178
1	WC300	*	252	42		$240.00	$60,470		$31,747	$92,217	0%	46%	46%	$0	$42,168	$42,168
1	WC302	*	352	42		$240.00	$84,475		$44,349	$128,824	0%	46%	46%	$0	$59,034	$59,034
1	WC304	*	650	42		$240.00	$156,075		$81,939	$238,014	0%	46%	46%	$0	$109,131	$109,131
1	WC306	*	617	42		$240.00	$148,169		$77,788	$225,957	0%	46%	46%	$0	$103,703	$103,703
1	WC308	*	520	42		$240.00	$124,880		$65,562	$190,442	0%	46%	46%	$0	$87,547	$87,547
1	WC310	*	775	36		$180.00	$139,541		$73,259	$212,800	0%	38%	38%	$0	$81,515	$81,515
1	WC312	*	343	36		$180.00	$61,778		$32,433	$94,211	0%	38%	38%	$0	$36,089	$36,089
1	WC314	*	368	36		$180.00	$66,208		$34,759	$100,967	0%	38%	38%	$0	$38,676	$38,676
1	WC316	*	586	36		$180.00	$105,467		$55,370	$160,837	0%	38%	38%	$0	$60,513	$60,513
1	WC317	*	14	36		$180.00	$2,552		$1,340	$3,892	0%	43%	43%	$0	$1,673	$1,673
1	WC318	*	298	36		$180.00	$53,713		$28,200	$81,913	0%	38%	38%	$0	$30,772	$30,772
1	WC320	*	450	36		$180.00	$80,959		$42,504	$123,463	0%	38%	38%	$0	$46,379	$46,379
	Subtotal:		**9,009**		**2017**		**$1,799,107**	**5%**	**$944,532**	**$2,743,639**				**$0**	**$1,322,845**	**$1,322,845**
Sewer Line CIP Total			**88,240**				**$11,431,973**		**$6,001,785**	**$17,433,758**				**$0**	**$7,097,312**	**$7,097,312**

Notes: 1 - City Participate in Cost Oversize
2 - City Initiated and Funded

** Average Unit costs are based in 2012 dollars unless otherwise indicated and includes 20% for engineering, surveying & QA testing*

EXHIBIT 2

TABLE NO. 18
Proposed Wastewater Lift Station Facilities

Pump Station Improvements	Year Const.	Projected Capacity (MGD)	Pump Station Cost ($)				Capacity Utilized (%)			Capacity Utilized ($)		
			Const.	* Engineering & Testing	20 Year Debt Service @ 5% Simple Interest	Total 20 Yr. Project Cost $	2012	2022	In The CRF Period	2012	2022	In The CRF Period
Westerra Stonebridge - Lift Stations (On U.S. 380, West of Custer Rd. & East of Independence Pkwy.)												
Stonebridge Lift Station No. 2	2013	4.9	$ 314,249	$ 31,425	$ 181,479	$ 527,153	0.0%	60.0%	60.0%	$ -	$ 316,292	$ 316,292
Stonebridge Lift Station No. 3	2013	4.4	$ 345,544	$ 34,554	$ 199,551	$ 579,649	0.0%	50.0%	50.0%	$ -	$ 289,824	$ 289,824
Total			**$ 659,793**	**$ 65,979**	**$ 381,030**	**$ 1,106,802**				**$ -**	**$ 606,116**	**$ 606,116**

* 10% of Construction Assumed for Engineering and Testing
(1) Estimated Cost Based on Actual Bid Price

EXHIBIT 2

F. CALCULATION OF MAXIMUM IMPACT FEES - WATER & WASTEWATER

The **Water System** impact fee for a ¾" meter is calculated as follows:

Maximum Impact Fee = Eligible Existing Facility Cost + Eligible Proposed Facility Cost / Number of New Living Unit Equivalent over the Next 10-Years

= ($30,599,144 + $65,017,105) / 33,711 = $95,616,249 / 33,711

Calculated Water Maximum Impact Fee = $2,836.33 *

* Maximum Allowable Water Impact Fee is 50% of the Calculated Water Maximum Impact Fee

Maximum Assessable Water Impact Fee = $2,836.33 X 50% = $1,418.17

The **Wastewater System** impact fee is calculated as follows:

Maximum Impact Fee = Eligible Existing Facility Cost + Eligible Proposed Facility Cost / Number of New Living Unit Equivalent over the Next 10-Years

= ($2,133,385 + $8,049,363) / 29,256 = $10,182,748 / 29,256

Calculated Water Maximum Impact Fee = $348.05 *

* Maximum Allowable Water Impact Fee is 50% of the Calculated Water Maximum Impact Fee

Maximum Assessable Wastewater Impact Fee = $348.05 X 50% = $174.03

Chapter 395, of the Local Government Code allows the maximum impact fee to be charged if revenues from Future Ad Valorem Taxes, and water and sewer bills are included as a credit in the analysis. If not, the Act allows the maximum assessable fee to be set at 50% of the calculated maximum fee. The maximum impact fees for the water and wastewater systems are calculated separately by dividing the cost of the capital improvements or facility expansions necessitated and attributable to new development in the Service Area within the ten year period by the number of living units anticipated to be added to City within the ten year period. To simplify collection, we recommend the fee remain fixed throughout the 5-year period, unless changed by Council.

Table No. 19 summarizes the per service unit equivalent maximum assessable impact fee that can be charged based on the calculated 50% credit above.

EXHIBIT 2

TABLE NO. 19

Maximum Assessable Water & Wastewater Impact Fee

Maximum Assessable Water Impact Fee per Living Unit Equivalent: **$1,418.17**

Maximum Assessable Wastewater Impact Fee per Living Unit Equivalent: **$174.03**

Typical Land Use	Meter Type	Meter Size	Living Unit Equivalent	Max. Assessable Impact		Total
				Water	Wastewater	
Single Family Residential	Simple	3/4"	1.0	$ 1,418.17	$ 174.03	$ 1,592.19
Single Family Residential	Simple	1"	1.7	$ 2,363.61	$ 290.04	$ 2,653.65
Single Family Residential	Simple	1-1/2"	3.3	$ 4,727.22	$ 580.09	$ 5,307.31
Single Family Residential	Simple	2"	5.3	$ 7,563.55	$ 928.14	$ 8,491.69
Comm./Retail	Compound	2"	5.3	$ 7,563.55	$ 928.14	$ 8,491.69
Comm./Retail/ Irrigation	Turbine	2"	10.7	$ 15,127.10	$ 1,856.28	$ 16,983.38
Comm./Retail/ Multi Family	Compound	3"	10.7	$ 15,127.10	$ 1,856.28	$ 16,983.38
Comm./Retail/ Irrigation/ Multi Family	Turbine	3"	23.3	$ 33,090.52	$ 4,060.61	$ 37,151.14
Comm./Retail/ Multi Family	Compound	4"	16.7	$ 23,636.09	$ 2,900.44	$ 26,536.53
Comm./Retail/ Irrigation/ Multi Family	Turbine	4"	43.3	$ 61,453.83	$ 7,541.14	$ 68,994.97
Industrial	Compound	6"	33.3	$ 47,272.18	$ 5,800.88	$ 53,073.05
Industrial/ Irrigation	Turbine	6"	93.3	$132,362.10	$ 16,242.45	$148,604.55
Industrial	Compound	8"	53.3	$ 75,635.48	$ 9,281.40	$ 84,916.89
Industrial/ Irrigation	Turbine	8"	160.0	$226,906.45	$ 27,844.21	$254,750.66
Industrial/ Irrigation	Turbine	10"	233.3	$330,905.24	$ 40,606.13	$371,511.38
Industrial	Turbine	12"	293.3	$415,995.16	$ 51,047.71	$467,042.87

EXHIBIT 2

McKINNEY™
TEXAS
Unique by nature.℠

2012 -2022 WATER & WASTEWATER IMPACT FEE UPDATE

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

AUGUST 2013

EXHIBIT 2

ORDINANCE NO. 2013-12-118

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS AMENDING ORDINANCE NO. 2013-11-109 AND CHAPTER 130, ENTITLED "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE CITY OF MCKINNEY, TEXAS, THROUGH THE AMENDMENT OF EXISTING ARTICLE II ENTITLED "WATER AND WASTEWATER IMPACT FEES" BY ADOPTING A NEW "SCHEDULE 2" REGARDING THE ACTUAL WATER AND WASTEWATER IMPACT FEES TO BE PAID AND COLLECTED IN ACCORDANCE WITH SECTION 130-28, ENTITLED "PAYMENT AND COLLECTION OF IMPACT FEES," PROVIDING THIS ORDINANCE BE CUMULATIVE; PROVIDING FOR SEVERABILITY; PROVIDING FOR GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of McKinney, Texas (the "City") is a home-rule city possessing the full power of local self-government pursuant to Article II, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code and its home rule charter; and

WHEREAS, the City established utility impact fees to be imposed within its corporate limits and within its extraterritorial jurisdiction by Ordinance No. 1868, and as amended by Ordinance No. 1996-03-013; Ordinance No. 2001-08-092; Ordinance No. 2003-05-056; and Ordinance No. 2008-11-103 in compliance with Chapter 395 of the Texas Local Government Code (the "Utility Impact Fee Ordinances"); and

WHEREAS, the Utility Impact Fee Ordinances have been codified in Article II of Chapter 130 of the Code of Ordinances, City of McKinney, Texas; and

WHEREAS, Texas Local Government Code Section 395.052 requires a city imposing utility impact fees to update the land use assumptions and capital improvements plans at least once every five years; and

WHEREAS, the City Council has held the public hearings required by Chapter 395 of the Texas Local Government Code to consider and approve Updated Land Use Assumptions For Utility Impact Fees and the 2012-2013 Water & Wastewater Impact Fee Update ("Water & Wastewater Improvements Plans"); and

WHEREAS, the City Council found that the provisions governing the administration of utility impact fees and Schedules 1 and 2 setting forth the water and wastewater impact fees to be assessed and collected established in the Utility Impact Fee Ordinances and codified in Article II of Chapter 130 of the Code of Ordinances, City of McKinney, Texas, should be amended; and

WHEREAS, the City Council has previously adopted a new Schedule 1 in conjunction with Ordinance No. 2013-11-109; and

WHEREAS, there were certain typographical errors in Ordinance No. 2013-11-109 regarding the adoption of a new Schedule 2 that do not accurately reflect the City Council's determination of the amount of impact fees to be paid and collected for eligible water and wastewater improvements and which errors the City Council hereby desires to correct; and

WHEREAS, the City Council desires to replace the Schedule 2 adopted by and attached to Ordinance No. 2013-11-109 and adopt a new Schedule 2 regarding the impact fees to be paid and collected in accordance with Section 130-28, entitled "Payment and Collection of Impact Fees," to accurately reflect the earlier determination of the City Council; and

WHEREAS, the adoption of a revised Schedule 2 is in the best interest of the citizens of McKinney to assure the availability of adequate water and wastewater facilities and services in order to serve new development consistent with the policies set forth in the City's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, THAT:

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City of McKinney, and they are hereby approved and incorporated into the body of this Ordinance as if restated herein in their entirety.

Section 2. From and after the effective date of this Ordinance, Schedule 2 attached to Ordinance No. 2013-11-109 and the application of which Schedule 2 is referenced in Section 130-28, entitled "Payment and Collection of Impact Fees," of the Code of Ordinances is hereby amended and replaced in its entirety with a new Schedule 2 to read as set forth in Exhibit "A" attached hereto and incorporated herein by reference for all purposes allowed by law. Said Schedule 2 may hereafter be amended from time to time by Ordinance. All references to "Schedule 2" contained in this Ordinance, Ordinance No. 2013-11-109, and Article II of Chapter 130 of the Code of Ordinances, City of McKinney, Texas, are hereby declared to be references to Schedule 2 attached as Exhibit "A" to and incorporated by reference into this Ordinance.

Section 3. This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of McKinney, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby superseded.

Section 4. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of McKinney in the discharge of his duties, shall not thereby render himself personally liable; and he is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his said duties.

Section 6. Any violation of this ordinance can be enjoined by a suit filed in the name of the City of McKinney in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of McKinney.

Section 7. The caption of this Ordinance shall be published one time in a newspaper having general circulation in the City of McKinney, and this Ordinance shall become effective upon publication.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, ON THIS THE 17TH DAY OF DECEMBER, 2013.

CITY OF McKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

CORRECTLY ENROLLED:

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

DATE: December 17, 2013

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

Schedule 1 Table A, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is prior to September 1, 2003 for which no replatting is necessary)

Land Use Category	Development Unit	Vehicle Miles (per development unit)	SERVICE AREA 1	2	3	4	5	6	7	8	9	10	11	12	13
RESIDENTIAL															
Single Family Detached	Dwelling Unit	2.85	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Multi-Family	Dwelling Unit	1.47	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Townhouse/Condominium	Dwelling Unit	1.74	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Mobile Home Park	Dwelling Unit	1.68	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Retirement Community	Dwelling Unit	0.84	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Other Residential Not Specified	Dwelling Unit	2.85	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
OFFICE															
General Office Building	1,000 SF GFA	3.19	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Office Park	1,000 SF GFA	3.52	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Medical/Dental Office	1,000 SF GFA	6.53	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Business Park	1,000 SF GFA	3.55	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Other Office Not Specified	1,000 SF GFA	3.19	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
COMMERCIAL															
General Retail	1,000 SF GFA	2.17	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Shopping Center	1,000 SF GFA	6.22	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Discount/Department Store	1,000 SF GFA	4.80	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Supermarket	1,000 SF GFA	8.68	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Quality Restaurant	1,000 SF GFA	2.11	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Fast Food Restaurant with Drive-Thru	1,000 SF GFA	2.01	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
High Turnover Restaurant	1,000 SF GFA	1.79	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Convenience Store without Gas	1,000 SF GFA	1.81	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Service Station	Pump	0.46	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Gas Station with Convenience Store	Pump	0.52	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Bank	1,000 SF GFA	1.74	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Hotel	Room	1.06	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Motel	Room	0.84	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
New Car Sales	1,000 SF GFA	2.20	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Auto Care Center	1,000 SF GFA	3.66	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Furniture Store	1,000 SF GFA	0.49	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Apparel Store	1,000 SF GFA	2.73	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Building Material/Lumber Store	1,000 SF GFA	4.58	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Golf Course/Driving Range	Acre	1.17	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Hardware/Paint Store	1,000 SF GFA	6.82	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Garden Center/Nursery	1,000 SF GFA	5.22	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Entertainment Center	1,000 SF GFA	5.32	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Other Commercial Not Specified	1,000 SF GFA	2.17	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
INSTITUTIONAL															
Elementary School	Student	0.01	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
High School	Student	0.07	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Junior/Community College	Student	0.13	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Day Care Center	Student	0.18	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Hospital	Bed	2.07	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Nursing Home	Bed	0.29	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Church/Synagogue	1,000 SF GFA	0.50	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Other Institutional Not Specified	1,000 SF GFA	0.50	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
INDUSTRIAL															
General Light Industrial	1,000 SF GFA	0.77	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Industrial Park	1,000 SF GFA	2.00	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Manufacturing	1,000 SF GFA	1.65	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Warehouse	1,000 SF GFA	1.78	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Mini-Warehouse	1,000 SF GFA	0.52	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Outside Light Industrial	Acre	5.84	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Other Industrial Not Specified	1,000 SF GFA	2.00	$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Maximum Assessable Fee Per Service Unit (post-credit)*			$ 526.23	$ 440.35	$ 404.05	$ -	$ 586.93	$ 387.70	$ 353.84	$ 353.34	$ -	$ 350.72	$ -	$ 506.34	$ 344.93
Maximum Fee Per Service Unit (pre-credit)			$ 1,052.45	$ 880.69	$ 808.10	$ -	$ 1,173.85	$ 775.39	$ 707.67	$ 706.67	$ -	$ 701.43	$ -	$ 1,012.68	$ 689.86

* Maximum Assessable Fee Per Service Unit (post-credit) is 50% of the Maximum Fee Per Service Unit (pre-credit).

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE A THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table A, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is prior to September 1, 2003 for which no replatting is necessary)

Land Use Category	Development Unit	Vehicle Miles (per development unit)	SERVICE AREA 14	15	16	17	18	19	20	21	22	23	24	25	26	27
RESIDENTIAL																
Single Family Detached	Dwelling Unit	2.85	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Multi-Family	Dwelling Unit	1.47	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Townhouse/Condominium	Dwelling Unit	1.74	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Mobile Home Park	Dwelling Unit	1.68	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Retirement Community	Dwelling Unit	0.84	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Other Residential Not Specified	Dwelling Unit	2.85	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
OFFICE																
General Office Building	1,000 SF GFA	3.19	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Office Park	1,000 SF GFA	3.52	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Medical/Dental Office	1,000 SF GFA	6.53	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Business Park	1,000 SF GFA	3.55	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Other Office Not Specified	1,000 SF GFA	3.19	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
COMMERCIAL																
General Retail	1,000 SF GFA	2.17	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Shopping Center	1,000 SF GFA	6.22	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Discount/Department Store	1,000 SF GFA	4.80	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Supermarket	1,000 SF GFA	8.68	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Quality Restaurant	1,000 SF GFA	2.11	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Fast Food Restaurant with Drive-Thru	1,000 SF GFA	2.01	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
High Turnover Restaurant	1,000 SF GFA	1.79	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Convenience Store without Gas	1,000 SF GFA	1.81	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Service Station	Pump	0.46	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Gas Station with Convenience Store	Pump	0.52	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Bank	1,000 SF GFA	1.74	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Hotel	Room	1.06	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Motel	Room	0.84	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
New Car Sales	1,000 SF GFA	2.20	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Auto Care Center	1,000 SF GFA	3.66	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Furniture Store	1,000 SF GFA	0.49	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Apparel Store	1,000 SF GFA	2.73	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Building Material/Lumber Store	1,000 SF GFA	4.58	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Golf Course/Driving Range	Acre	1.17	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Hardware/Paint Store	1,000 SF GFA	6.82	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Garden Center/Nursery	1,000 SF GFA	5.22	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Entertainment Center	1,000 SF GFA	5.32	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Other Commercial Not Specified	1,000 SF GFA	2.17	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
INSTITUTIONAL																
Elementary School	Student	0.01	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
High School	Student	0.07	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Junior/Community College	Student	0.13	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Day Care Center	Student	0.18	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Hospital	Bed	2.07	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Nursing Home	Bed	0.29	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Church/Synagogue	1,000 SF GFA	0.50	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Other Institutional Not Specified	1,000 SF GFA	0.50	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
INDUSTRIAL																
General Light Industrial	1,000 SF GFA	0.77	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Industrial Park	1,000 SF GFA	2.00	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Manufacturing	1,000 SF GFA	1.65	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Warehouse	1,000 SF GFA	1.78	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Mini-Warehouse	1,000 SF GFA	0.52	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Outside Light Industrial	Acre	5.84	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Other Industrial Not Specified	1,000 SF GFA	2.00	$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Maximum Assessable Fee Per Service Unit (post-credit)*			$ -	$ 379.35	$ 334.62	$ 401.61	$ 324.39	$ 270.38	$ -	$ -	$ 264.28	$ 490.32	$ -	$ 572.24	$ 424.72	$ 425.04
Maximum Fee Per Service Unit (pre-credit)			$ -	$ 758.69	$ 669.23	$ 803.21	$ 648.77	$ 540.76	$ -	$ -	$ 528.56	$ 980.64	$ -	$ 1,144.47	$ 849.43	$ 850.08

* Maximum Assessable Fee Per Service Unit (post-credit) is 50% of the Maximum Fee Per Service Unit (pre-credit).

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE A THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table B, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between September 1, 2003 and November 9, 2008 for which no replatting is necessary)

SERVICE AREA A

Actual fee charged per service unit if date of recordation of final plat is between September 1, 2003 and November 9, 2008 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	1.97	$ -	$ -	$ -	$ -
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	0.29	$ -	$ -	$ -	$ -
General Heavy Industrial	1,000 SF GFA	0.20	$ -	$ -	$ -	$ -
Industrial Park	1,000 SF GFA	0.28	$ -	$ -	$ -	$ -
Warehousing	1,000 SF GFA	0.18	$ -	$ -	$ -	$ -
Mini-Warehouse	1,000 SF GFA	0.09	$ -	$ -	$ -	$ -
Others Not Specified	1,000 SF GFA	0.29	$ -	$ -	$ -	$ -
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	0.30	$ -	$ -	$ -	$ -
Apartment/Multi-family	Dwelling Unit	0.19	$ -	$ -	$ -	$ -
Residential Condominium/Townhouse	Dwelling Unit	0.16	$ -	$ -	$ -	$ -
Mobile Home Park	Dwelling Unit	0.18	$ -	$ -	$ -	$ -
Retirement Community	Dwelling Unit	0.08	$ -	$ -	$ -	$ -
Others Not Specified	Dwelling Unit	0.30	$ -	$ -	$ -	$ -
LODGING						
Hotel	Room	0.18	$ -	$ -	$ -	$ -
Motel/Other Lodging Facilities	Room	0.14	$ -	$ -	$ -	$ -
RECREATIONAL						
Arena	Acre	10.00	$ -	$ -	$ -	$ -
Bowling Alley	1,000 SF GFA	1.06	$ -	$ -	$ -	$ -
Driving Range	Tee	0.38	$ -	$ -	$ -	$ -
Golf Course	Acre	0.12	$ -	$ -	$ -	$ -
Health/Rec. Clubs and Facilities	1,000 SF GFA	0.53	$ -	$ -	$ -	$ -
Ice Rink	1,000 SF GFA	0.71	$ -	$ -	$ -	$ -
Live Theater	Seat	0.01	$ -	$ -	$ -	$ -
Miniature Golf	Hole	0.10	$ -	$ -	$ -	$ -
Multiplex Movie Theater	Screen	0.04	$ -	$ -	$ -	$ -
Tennis Courts	Court	1.16	$ -	$ -	$ -	$ -
INSTITUTIONAL						
Church	1,000 SF GFA	0.20	$ -	$ -	$ -	$ -
Day Care Center	1,000 SF GFA	3.96	$ -	$ -	$ -	$ -
Primary/Middle School (1-8)	Students	0.05	$ -	$ -	$ -	$ -
High School (9-12)	Students	0.05	$ -	$ -	$ -	$ -
Jr/Community College	Students	0.05	$ -	$ -	$ -	$ -
University/College	Students	0.06	$ -	$ -	$ -	$ -
MEDICAL						
Clinic	1,000 SF GFA	1.55	$ -	$ -	$ -	$ -
Hospital	Bed	0.37	$ -	$ -	$ -	$ -
Nursing Home	Bed	0.05	$ -	$ -	$ -	$ -
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	0.42	$ -	$ -	$ -	$ -
General Office Building	1,000 SF GFA	0.45	$ -	$ -	$ -	$ -
Medical/Dental Office	1,000 SF GFA	1.10	$ -	$ -	$ -	$ -
Single Tenant Office Building	1,000 SF GFA	0.52	$ -	$ -	$ -	$ -
Office Park	1,000 SF GFA	0.45	$ -	$ -	$ -	$ -
Others Not Specified	1,000 SF GFA	0.45	$ -	$ -	$ -	$ -
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	0.61	$ -	$ -	$ -	$ -
Automobile Parts Sales	1,000 SF GFA	1.02	$ -	$ -	$ -	$ -
Gasoline/Service Station	Fueling Position	2.53	$ -	$ -	$ -	$ -
Convenience Market with 12 or More Fueling Positions	Fueling Position	1.74	$ -	$ -	$ -	$ -
Convenience Market with Less than 12 Fueling Positions	1,000 SF GFA	1.77	$ -	$ -	$ -	$ -
New Car Sales	1,000 SF GFA	0.67	$ -	$ -	$ -	$ -
Quick Lubrication Vehicle Center	Service Position	0.93	$ -	$ -	$ -	$ -
Self-Service Car Wash	Stall	1.04	$ -	$ -	$ -	
Tire Store	1,000 SF GFA	0.89	$ -	$ -	$ -	$ -
Dining						
Fast Food Restaurant with Drive-Thru	1,000 SF GFA	5.20	$ -	$ -	$ -	$ -
Fast Food Restaurant without Drive-Thru	1,000 SF GFA	3.92	$ -	$ -	$ -	$ -
High Turnover (Sit-down) Restaurant	1,000 SF GFA	1.86	$ -	$ -	$ -	$ -
Sit-Down Restaurant	1,000 SF GFA	1.26	$ -	$ -	$ -	$ -
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	0.89	$ -	$ -	$ -	$ -
Pharmacy/Drugstore	1,000 SF GFA	1.59	$ -	$ -	$ -	$ -
Shopping Center	1,000 SF GFA	0.74	$ -	$ -	$ -	$ -
Supermarket	1,000 SF GFA	2.21	$ -	$ -	$ -	$ -
Video Arcade	1,000 SF GFA	1.60	$ -	$ -	$ -	$ -
Video Rental Store	1,000 SF GFA	2.04	$ -	$ -	$ -	$ -
Wholesale						
Wholesale Market	1,000 SF GFA	0.06	$ -	$ -	$ -	$ -
SERVICES						
Bank (Walk-In)	1,000 SF GFA	5.97	$ -	$ -	$ -	$ -
Bank (Drive-In)	Drive-in Lanes	7.27	$ -	$ -	$ -	$ -

* Maximum Assessable Fee Per Service Unit (post-credit) reflects 50% of the Maximum Fee Per Service Unit (pre-credit).

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE B THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table B, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between September 1, 2003 and November 9, 2008 for which no replatting is necessary)

SERVICE AREA B

Actual fee charged per service unit if date of recordation of final plat is between September 1, 2003 and November 9, 2008 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	5.24	$ -	$ -	$ -	$ -
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	0.78	$ -	$ -	$ -	$ -
General Heavy Industrial/Manufacturing	1,000 SF GFA	0.54	$ -	$ -	$ -	$ -
Industrial Park	1,000 SF GFA	0.74	$ -	$ -	$ -	$ -
Warehousing	1,000 SF GFA	0.49	$ -	$ -	$ -	$ -
Mini-Warehouse	1,000 SF GFA	0.23	$ -	$ -	$ -	$ -
Others Not Specified	1,000 SF GFA	0.78	$ -	$ -	$ -	$ -
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	0.81	$ -	$ -	$ -	$ -
Apartment/Multi-family	Dwelling Unit	0.50	$ -	$ -	$ -	$ -
Residential Condominium/Townhouse	Dwelling Unit	0.43	$ -	$ -	$ -	$ -
Mobile Home Park	Dwelling Unit	0.45	$ -	$ -	$ -	$ -
Retirement Community	Dwelling Unit	0.22	$ -	$ -	$ -	$ -
Others Not Specified	Dwelling Unit	0.81	$ -	$ -	$ -	$ -
LODGING						
Hotel	Room	0.49	$ -	$ -	$ -	$ -
Motel/Other Lodging Facilities	Room	0.38	$ -	$ -	$ -	$ -
RECREATIONAL						
Arena	Acre	26.66	$ -	$ -	$ -	$ -
Bowling Alley	1,000 SF GFA	2.83	$ -	$ -	$ -	$ -
Driving Range	Tee	1.00	$ -	$ -	$ -	$ -
Golf Course	Acre	0.31	$ -	$ -	$ -	$ -
Health/Recreational Clubs and Facilities	1,000 SF GFA	1.40	$ -	$ -	$ -	$ -
Ice Rink	1,000 SF GFA	1.89	$ -	$ -	$ -	$ -
Live Theater	Seat	0.02	$ -	$ -	$ -	$ -
Miniature Golf	Hole	0.26	$ -	$ -	$ -	$ -
Movie Theater	Seat	0.11	$ -	$ -	$ -	$ -
Tennis Courts	Court	3.10	$ -	$ -	$ -	$ -
INSTITUTIONAL						
Church	1,000 SF GFA	0.53	$ -	$ -	$ -	$ -
Day Care Center	1,000 SF GFA	10.56	$ -	$ -	$ -	$ -
Primary/Middle School (1-8)	Student	0.13	$ -	$ -	$ -	$ -
High School (9-12)	Student	0.12	$ -	$ -	$ -	$ -
Jr/Community College	Student	0.14	$ -	$ -	$ -	$ -
University/College	Student	0.17	$ -	$ -	$ -	$ -
MEDICAL						
Clinic	1,000 SF GFA	4.14	$ -	$ -	$ -	$ -
Hospital	Bed	0.98	$ -	$ -	$ -	$ -
Nursing Home	Bed	0.14	$ -	$ -	$ -	$ -
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	1.11	$ -	$ -	$ -	$ -
General Office Building	1,000 SF GFA	1.19	$ -	$ -	$ -	$ -
Medical/Dental Office	1,000 SF GFA	2.93	$ -	$ -	$ -	$ -
Single Tenant Office Building	1,000 SF GFA	1.38	$ -	$ -	$ -	$ -
Office/Business Park	1,000 SF GFA	1.20	$ -	$ -	$ -	$ -
Others Not Specified	1,000 SF GFA	1.19	$ -	$ -	$ -	$ -
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	1.62	$ -	$ -	$ -	$ -
Automobile Parts Sales	1,000 SF GFA	2.73	$ -	$ -	$ -	$ -
Gasoline/Service Station	Fueling Position	5.07	$ -	$ -	$ -	$ -
Convenience Market with 12 or More Fueling Positions	Fueling Position	3.48	$ -	$ -	$ -	$ -
Convenience Market with Less than 12 Fueling Positions	1,000 SF GFA	3.53	$ -	$ -	$ -	$ -
New Car Sales	1,000 SF GFA	1.79	$ -	$ -	$ -	$ -
Quick Lubrication Vehicle Center	Service Position	2.49	$ -	$ -	$ -	$ -
Self-Service Car Wash	Stall	2.08	$ -	$ -	$ -	$ -
Tire Store	1,000 SF GFA	2.37	$ -	$ -	$ -	$ -
Dining						
Fast Food Restaurant with Drive-Thru	1,000 SF GFA	13.39	$ -	$ -	$ -	$ -
Fast Food Restaurant without Drive-Thru	1,000 SF GFA	10.46	$ -	$ -	$ -	$ -
High Turnover (Sit-down) Restaurant	1,000 SF GFA	4.95	$ -	$ -	$ -	$ -
Sit-Down Restaurant	1,000 SF GFA	3.36	$ -	$ -	$ -	$ -
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	2.37	$ -	$ -	$ -	$ -
Pharmacy/Drugstore	1,000 SF GFA	4.24	$ -	$ -	$ -	$ -
Shopping Center	1,000 SF GFA	1.97	$ -	$ -	$ -	$ -
Supermarket	1,000 SF GFA	5.89	$ -	$ -	$ -	$ -
Video Arcade	1,000 SF GFA	4.26	$ -	$ -	$ -	$ -
Video Rental Store	1,000 SF GFA	5.44	$ -	$ -	$ -	$ -
Wholesale						
Wholesale Market	1,000 SF GFA	0.17	$ -	$ -	$ -	$ -
SERVICES						
Bank (Walk-In)	1,000 SF GFA	15.91	$ -	$ -	$ -	$ -
Bank (Drive-In)	1,000 SF GFA	23.22	$ -	$ -	$ -	$ -

* Maximum Assessable Fee Per Service Unit (post-credit) reflects 50% of the Maximum Fee Per Service Unit (pre-credit).

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE B THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table B, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between September 1, 2003 and November 9, 2008 for which no replatting is necessary)

SERVICE AREA C

Actual fee charged per service unit if date of recordation of final plat is between September 1, 2003 and November 9, 2008 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	20.31	$ 1,719.00	$ 859.50	$ 594.19	$ 623.88
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	3.04	$ 1,719.00	$ 859.50	$ 350.99	$ 368.42
General Heavy Industrial/Manufacturing	1,000 SF GFA	2.11	$ 1,719.00	$ 859.50	$ 718.96	$ 754.50
Industrial Park	1,000 SF GFA	2.85	$ 1,719.00	$ 859.50	$ 665.61	$ 698.95
Warehousing	1,000 SF GFA	1.89	$ 1,719.00	$ 859.50	$ 743.92	$ 780.95
Mini-Warehouse	1,000 SF GFA	0.90	$ 1,719.00	$ 859.50	$ 643.33	$ 674.44
Others Not Specified	1,000 SF GFA	3.04	$ 1,719.00	$ 859.50	$ 350.99	$ 368.54
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	3.13	$ 1,719.00	$ 859.50	$ 858.50	$ 858.50
Apartment/Multi-family	Dwelling Unit	1.92	$ 1,719.00	$ 859.50	$ 858.50	$ 858.50
Residential Condominium/Townhouse	Dwelling Unit	1.67	$ 1,719.00	$ 859.50	$ 858.50	$ 858.50
Mobile Home Park	Dwelling Unit	1.74	$ 1,719.00	$ 859.50	$ 857.47	$ 858.50
Retirement Community	Dwelling Unit	0.84	$ 1,719.00	$ 859.50	$ 855.95	$ 858.50
Others Not Specified	Dwelling Unit	3.13	$ 1,719.00	$ 859.50	$ 858.50	$ 858.50
LODGING						
Hotel	Room	1.89	$ 1,719.00	$ 859.50	$ 645.50	$ 645.50
Motel/Other Lodging Facilities	Room	1.46	$ 1,719.00	$ 859.50	$ 758.22	$ 795.89
RECREATIONAL						
Arena	Acre	103.32	$ 1,719.00	$ 859.50	$ 630.59	$ 662.12
Bowling Alley	1,000 SF GFA	10.97	$ 1,719.00	$ 859.50	$ 166.68	$ 175.02
Driving Range	Tee	3.88	$ 1,719.00	$ 859.50	$ 489.18	$ 513.66
Golf Course	Acre	1.21	$ 1,719.00	$ 859.50	$ 646.28	$ 678.51
Health/Recreational Clubs and Facilities	1,000 SF GFA	5.43	$ 1,719.00	$ 859.50	$ 222.10	$ 233.15
Ice Rink	1,000 SF GFA	7.32	$ 1,719.00	$ 859.50	$ 287.16	$ 301.37
Live Theater	Seat	0.06	$ 1,719.00	$ 859.50	$ 858.50	$ 858.50
Miniature Golf	Hole	1.02	$ 1,719.00	$ 859.50	$ 661.76	$ 694.12
Movie Theater	Seat	0.43	$ 1,719.00	$ 859.50	$ 116.28	$ 122.09
Tennis Courts	Court	12.03	$ 1,719.00	$ 859.50	$ 96.92	$ 101.66
INSTITUTIONAL						
Church	1,000 SF GFA	1.39	$ 1,719.00	$ 859.50	$ 609.93	$ 640.29
Day Care Center	1,000 SF GFA	27.72	$ 1,719.00	$ 859.50	$ 141.52	$ 148.59
Primary/Middle School (1-8)	Student	0.34	$ 1,719.00	$ 859.50	$ 492.35	$ 514.71
High School (9-12)	Student	0.32	$ 1,719.00	$ 859.50	$ 523.13	$ 546.88
Jr/Community College	Student	0.36	$ 1,719.00	$ 859.50	$ 452.50	$ 475.00
University/College	Student	0.44	$ 1,719.00	$ 859.50	$ 593.18	$ 622.73
MEDICAL						
Clinic	1,000 SF GFA	16.06	$ 1,719.00	$ 859.50	$ 242.32	$ 254.42
Hospital	Bed	3.78	$ 1,719.00	$ 859.50	$ 508.81	$ 508.81
Nursing Home	Bed	0.53	$ 1,719.00	$ 859.50	$ 805.66	$ 843.40
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	4.31	$ 1,719.00	$ 859.50	$ 525.17	$ 525.17
General Office Building	1,000 SF GFA	4.62	$ 1,719.00	$ 859.50	$ 522.86	$ 522.86
Medical/Dental Office	1,000 SF GFA	11.35	$ 1,719.00	$ 859.50	$ 419.47	$ 419.47
Single Tenant Office Building	1,000 SF GFA	5.33	$ 1,719.00	$ 859.50	$ 524.30	$ 524.30
Office/Business Park	1,000 SF GFA	4.65	$ 1,719.00	$ 859.50	$ 521.81	$ 521.81
Others Not Specified	1,000 SF GFA	4.62	$ 1,719.00	$ 859.50	$ 525.19	$ 525.19
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.29	$ 1,719.00	$ 859.50	$ 494.91	$ 519.55
Automobile Parts Sales	1,000 SF GFA	10.57	$ 1,719.00	$ 859.50	$ 459.51	$ 482.50
Gasoline/Service Station	Fueling Position	5.07	$ 1,719.00	$ 859.50	$ 143.39	$ 150.49
Convenience Market with 12 or More Fueling Positions	Fueling Position	3.48	$ 1,719.00	$ 859.50	$ 208.91	$ 219.35
Convenience Market with Less than 12 Fueling Positions	1,000 SF GFA	3.53	$ 1,719.00	$ 859.50	$ 858.50	$ 858.50
New Car Sales	1,000 SF GFA	6.94	$ 1,719.00	$ 859.50	$ 406.77	$ 427.09
Quick Lubrication Vehicle Center	Service Position	9.65	$ 1,719.00	$ 859.50	$ 40.93	$ 185.91
Self-Service Car Wash	Stall	2.08	$ 1,719.00	$ 859.50	$ 199.04	$ 199.04
Tire Store	1,000 SF GFA	9.20	$ 1,719.00	$ 859.50	$ 529.02	$ 555.43
Dining						
Fast Food Restaurant with Drive-Thru	1,000 SF GFA	40.09	$ 1,719.00	$ 859.50	$ 191.44	$ 201.00
Fast Food Restaurant without Drive-Thru	1,000 SF GFA	31.31	$ 1,719.00	$ 859.50	$ 191.44	$ 201.01
High Turnover (Sit-down) Restaurant	1,000 SF GFA	14.83	$ 1,719.00	$ 859.50	$ 204.45	$ 204.45
Sit-Down Restaurant	1,000 SF GFA	10.05	$ 1,719.00	$ 859.50	$ 398.91	$ 398.91
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	9.20	$ 1,719.00	$ 859.50	$ 423.26	$ 444.35
Pharmacy/Drugstore	1,000 SF GFA	16.44	$ 1,719.00	$ 859.50	$ 182.60	$ 191.73
Shopping Center	1,000 SF GFA	7.65	$ 1,719.00	$ 859.50	$ 556.21	$ 556.21
Supermarket	1,000 SF GFA	22.84	$ 1,719.00	$ 859.50	$ 254.55	$ 254.55
Video Arcade	1,000 SF GFA	16.49	$ 1,719.00	$ 859.50	$ 275.92	$ 289.72
Video Rental Store	1,000 SF GFA	21.08	$ 1,719.00	$ 859.50	$ 276.13	$ 289.94
Wholesale						
Wholesale Market	1,000 SF GFA	0.65	$ 1,719.00	$ 859.50	$ 858.50	$ 858.50
SERVICES						
Bank (Walk-In)	1,000 SF GFA	33.71	$ 1,719.00	$ 859.50	$ 185.85	$ 195.13
Bank (Drive-In)	1,000 SF GFA	49.20	$ 1,719.00	$ 859.50	$ 153.21	$ 214.45

* Maximum Assessable Fee Per Service Unit (post-credit) reflects 50% of the Maximum Fee Per Service Unit (pre-credit).

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE B THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table B, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between September 1, 2003 and November 9, 2008 for which no replatting is necessary)

SERVICE AREA D

Actual fee charged per service unit if date of recordation of final plat is between September 1, 2003 and November 9, 2008 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	32.82	$ 1,399.00	$ 786.50	$ 278.56	$ 292.47
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.91	$ 1,399.00	$ 786.50	$ 188.25	$ 197.56
General Heavy Industrial/Manufacturing	1,000 SF GFA	3.41	$ 1,399.00	$ 786.50	$ 411.20	$ 431.67
Industrial Park	1,000 SF GFA	4.61	$ 1,399.00	$ 786.50	$ 380.69	$ 399.57
Warehousing	1,000 SF GFA	3.30	$ 1,399.00	$ 786.50	$ 412.09	$ 432.42
Mini-Warehouse	1,000 SF GFA	1.57	$ 1,399.00	$ 786.50	$ 501.59	$ 526.11
Others Not Specified	1,000 SF GFA	4.91	$ 1,399.00	$ 786.50	$ 357.43	$ 375.31
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	5.86	$ 1,399.00	$ 786.50	$ 597.27	$ 648.47
Apartment/Multi-family	Dwelling Unit	3.60	$ 1,399.00	$ 786.50	$ 785.50	$ 785.50
Residential Condominium/Townhouse	Dwelling Unit	3.13	$ 1,399.00	$ 786.50	$ 785.50	$ 785.50
Mobile Home Park	Dwelling Unit	3.25	$ 1,399.00	$ 786.50	$ 785.50	$ 785.50
Retirement Community	Dwelling Unit	1.57	$ 1,399.00	$ 786.50	$ 785.50	$ 785.50
Others Not Specified	Dwelling Unit	5.86	$ 1,399.00	$ 786.50	$ 597.27	$ 648.04
LODGING						
Hotel	Room	1.96	$ 1,399.00	$ 786.50	$ 564.80	$ 564.80
Motel/Other Lodging Facilities	Room	1.51	$ 1,399.00	$ 786.50	$ 582.32	$ 611.26
RECREATIONAL						
Arena	Acre	107.16	$ 1,399.00	$ 786.50	$ 530.71	$ 557.24
Bowling Alley	1,000 SF GFA	11.38	$ 1,399.00	$ 786.50	$ 140.31	$ 147.32
Driving Range	Tee	4.02	$ 1,399.00	$ 786.50	$ 422.89	$ 444.03
Golf Course	Acre	1.25	$ 1,399.00	$ 786.50	$ 551.20	$ 577.60
Health/Recreational Clubs and Facilities	1,000 SF GFA	5.63	$ 1,399.00	$ 786.50	$ 182.42	$ 191.47
Ice Rink	1,000 SF GFA	7.59	$ 1,399.00	$ 786.50	$ 243.74	$ 255.73
Live Theater	Seat	0.06	$ 1,399.00	$ 786.50	$ 785.50	$ 785.50
Miniature Golf	Hole	1.06	$ 1,399.00	$ 786.50	$ 579.25	$ 607.55
Movie Theater	Seat	0.45	$ 1,399.00	$ 786.50	$ 102.22	$ 107.33
Tennis Courts	Court	12.47	$ 1,399.00	$ 786.50	$ 80.11	$ 84.04
INSTITUTIONAL						
Church	1,000 SF GFA	1.39	$ 1,399.00	$ 786.50	$ 541.94	$ 568.35
Day Care Center	1,000 SF GFA	27.72	$ 1,399.00	$ 786.50	$ 157.34	$ 165.19
Primary/Middle School (1-8)	Student	0.34	$ 1,399.00	$ 786.50	$ 444.71	$ 464.71
High School (9-12)	Student	0.32	$ 1,399.00	$ 786.50	$ 466.88	$ 487.50
Jr/Community College	Student	0.36	$ 1,399.00	$ 786.50	$ 397.50	$ 416.67
University/College	Student	0.44	$ 1,399.00	$ 786.50	$ 527.73	$ 552.27
MEDICAL						
Clinic	1,000 SF GFA	19.55	$ 1,399.00	$ 786.50	$ 198.83	$ 208.75
Hospital	Bed	4.61	$ 1,399.00	$ 786.50	$ 424.43	$ 424.43
Nursing Home	Bed	0.64	$ 1,399.00	$ 786.50	$ 700.00	$ 734.38
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	7.59	$ 1,399.00	$ 786.50	$ 394.62	$ 394.62
General Office Building	1,000 SF GFA	8.14	$ 1,399.00	$ 786.50	$ 392.51	$ 392.51
Medical/Dental Office	1,000 SF GFA	19.98	$ 1,399.00	$ 786.50	$ 225.59	$ 225.59
Single Tenant Office Building	1,000 SF GFA	9.39	$ 1,399.00	$ 786.50	$ 394.31	$ 394.31
Office/Business Park	1,000 SF GFA	8.19	$ 1,399.00	$ 786.50	$ 392.09	$ 392.09
Others Not Specified	1,000 SF GFA	8.14	$ 1,399.00	$ 786.50	$ 394.47	$ 394.47
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.52	$ 1,399.00	$ 786.50	$ 427.64	$ 448.93
Automobile Parts Sales	1,000 SF GFA	10.96	$ 1,399.00	$ 786.50	$ 400.07	$ 420.07
Gasoline/Service Station	Fueling Position	5.07	$ 1,399.00	$ 786.50	$ 127.28	$ 133.53
Convenience Market with 12 or More Fueling Positions	Fueling Position	3.48	$ 1,399.00	$ 786.50	$ 185.43	$ 194.70
Convenience Market with Less than 12 Fueling Positions	1,000 SF GFA	3.53	$ 1,399.00	$ 786.50	$ 785.50	$ 785.50
New Car Sales	1,000 SF GFA	7.20	$ 1,399.00	$ 786.50	$ 356.63	$ 374.44
Quick Lubrication Vehicle Center	Service Position	10.01	$ 1,399.00	$ 786.50	$ 159.68	$ 167.63
Self-Service Car Wash	Stall	2.08	$ 1,399.00	$ 786.50	$ 169.18	$ 177.40
Tire Store	1,000 SF GFA	9.54	$ 1,399.00	$ 786.50	$ 463.94	$ 487.11
Dining						
Fast Food Restaurant with Drive-Thru	1,000 SF GFA	40.09	$ 1,399.00	$ 786.50	$ 171.91	$ 180.49
Fast Food Restaurant without Drive-Thru	1,000 SF GFA	31.31	$ 1,399.00	$ 786.50	$ 171.89	$ 180.49
High Turnover (Sit-down) Restaurant	1,000 SF GFA	14.83	$ 1,399.00	$ 786.50	$ 181.66	$ 181.66
Sit-Down Restaurant	1,000 SF GFA	10.05	$ 1,399.00	$ 786.50	$ 355.07	$ 355.07
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	9.54	$ 1,399.00	$ 786.50	$ 277.74	$ 291.61
Pharmacy/Drugstore	1,000 SF GFA	17.05	$ 1,399.00	$ 786.50	$ 147.27	$ 154.60
Shopping Center	1,000 SF GFA	7.94	$ 1,399.00	$ 786.50	$ 473.68	$ 473.68
Supermarket	1,000 SF GFA	23.68	$ 1,399.00	$ 786.50	$ 216.85	$ 216.85
Video Arcade	1,000 SF GFA	17.10	$ 1,399.00	$ 786.50	$ 232.25	$ 243.87
Video Rental Store	1,000 SF GFA	21.86	$ 1,399.00	$ 786.50	$ 232.43	$ 244.05
Wholesale						
Wholesale Market	1,000 SF GFA	0.68	$ 1,399.00	$ 786.50	$ 785.50	$ 785.50
SERVICES						
Bank (Walk-In)	1,000 SF GFA	33.71	$ 1,399.00	$ 786.50	$ 166.78	$ 175.11
Bank (Drive-In)	1,000 SF GFA	49.20	$ 1,399.00	$ 786.50	$ 137.72	$ 159.94

* Maximum Assessable Fee Per Service Unit (post-credit) reflects 50% of the Maximum Fee Per Service Unit (pre-credit).

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE B THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table B, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between September 1, 2003 and November 9, 2008 for which no replatting is necessary)

SERVICE AREA E

Actual fee charged per service unit if date of recordation of final plat is between September 1, 2003 and November 9, 2008 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	31.44	$ 1,460.00	$ 730.00	$ 301.80	$ 316.89
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.70	$ 1,460.00	$ 730.00	$ 217.91	$ 228.72
General Heavy Industrial/Manufacturing	1,000 SF GFA	3.23	$ 1,460.00	$ 730.00	$ 472.57	$ 495.98
Industrial Park	1,000 SF GFA	4.42	$ 1,460.00	$ 730.00	$ 433.91	$ 455.43
Warehousing	1,000 SF GFA	2.93	$ 1,460.00	$ 730.00	$ 473.96	$ 497.61
Mini-Warehouse	1,000 SF GFA	1.39	$ 1,460.00	$ 730.00	$ 588.56	$ 617.99
Others Not Specified	1,000 SF GFA	4.70	$ 1,460.00	$ 730.00	$ 408.06	$ 428.47
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	4.85	$ 1,460.00	$ 730.00	$ 721.65	$ 729.00
Apartment/Multi-family	Dwelling Unit	2.98	$ 1,460.00	$ 730.00	$ 729.00	$ 729.00
Residential Condominium/Townhouse	Dwelling Unit	2.59	$ 1,460.00	$ 730.00	$ 729.00	$ 729.00
Mobile Home Park	Dwelling Unit	2.69	$ 1,460.00	$ 730.00	$ 729.00	$ 729.00
Retirement Community	Dwelling Unit	1.30	$ 1,460.00	$ 730.00	$ 726.95	$ 729.00
Others Not Specified	Dwelling Unit	4.85	$ 1,460.00	$ 730.00	$ 721.65	$ 729.00
LODGING						
Hotel	Room	1.96	$ 1,460.00	$ 730.00	$ 462.86	$ 462.86
Motel/Other Lodging Facilities	Room	1.51	$ 1,460.00	$ 730.00	$ 665.76	$ 698.68
RECREATIONAL						
Arena	Acre	107.16	$ 1,460.00	$ 730.00	$ 472.23	$ 495.84
Bowling Alley	1,000 SF GFA	11.38	$ 1,460.00	$ 730.00	$ 124.85	$ 131.09
Driving Range	Tee	4.02	$ 1,460.00	$ 730.00	$ 474.63	$ 498.26
Golf Course	Acre	1.25	$ 1,460.00	$ 730.00	$ 603.20	$ 632.80
Health/Recreational Clubs and Facilities	1,000 SF GFA	5.63	$ 1,460.00	$ 730.00	$ 236.77	$ 248.49
Ice Rink	1,000 SF GFA	7.59	$ 1,460.00	$ 730.00	$ 301.98	$ 317.00
Live Theater	Seat	0.06	$ 1,460.00	$ 730.00	$ 729.00	$ 729.00
Miniature Golf	Hole	1.06	$ 1,460.00	$ 730.00	$ 662.26	$ 695.28
Movie Theater	Seat	0.45	$ 1,460.00	$ 730.00	$ 122.22	$ 128.33
Tennis Courts	Court	12.47	$ 1,460.00	$ 730.00	$ 105.77	$ 111.07
INSTITUTIONAL						
Church	1,000 SF GFA	1.39	$ 1,460.00	$ 730.00	$ 630.00	$ 661.15
Day Care Center	1,000 SF GFA	27.72	$ 1,460.00	$ 730.00	$ 156.62	$ 164.43
Primary/Middle School (1-8)	Student	0.34	$ 1,460.00	$ 730.00	$ 534.71	$ 558.82
High School (9-12)	Student	0.32	$ 1,460.00	$ 730.00	$ 551.25	$ 578.13
Jr/Community College	Student	0.36	$ 1,460.00	$ 730.00	$ 457.50	$ 477.78
University/College	Student	0.44	$ 1,460.00	$ 730.00	$ 617.73	$ 647.73
MEDICAL						
Clinic	1,000 SF GFA	19.55	$ 1,460.00	$ 730.00	$ 226.08	$ 237.34
Hospital	Bed	4.61	$ 1,460.00	$ 730.00	$ 482.41	$ 482.41
Nursing Home	Bed	0.64	$ 1,460.00	$ 730.00	$ 729.00	$ 729.00
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	6.67	$ 1,460.00	$ 730.00	$ 460.25	$ 460.25
General Office Building	1,000 SF GFA	7.15	$ 1,460.00	$ 730.00	$ 457.43	$ 457.43
Medical/Dental Office	1,000 SF GFA	17.57	$ 1,460.00	$ 730.00	$ 258.88	$ 258.88
Single Tenant Office Building	1,000 SF GFA	8.26	$ 1,460.00	$ 730.00	$ 458.93	$ 458.93
Office/Business Park	1,000 SF GFA	7.20	$ 1,460.00	$ 730.00	$ 456.88	$ 456.88
Others Not Specified	1,000 SF GFA	7.15	$ 1,460.00	$ 730.00	$ 460.07	$ 460.07
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.52	$ 1,460.00	$ 730.00	$ 478.99	$ 502.91
Automobile Parts Sales	1,000 SF GFA	10.96	$ 1,460.00	$ 730.00	$ 372.15	$ 390.69
Gasoline/Service Station	Fueling Position	5.07	$ 1,460.00	$ 730.00	$ 147.51	$ 154.83
Convenience Market with 12 or More Fueling Positions	Fueling Position	3.48	$ 1,460.00	$ 730.00	$ 214.91	$ 225.66
Convenience Market with Less than 12 Fueling Positions	1,000 SF GFA	3.53	$ 1,460.00	$ 730.00	$ 729.00	$ 729.00
New Car Sales	1,000 SF GFA	7.20	$ 1,460.00	$ 730.00	$ 410.00	$ 430.42
Quick Lubrication Vehicle Center	Service Position	10.01	$ 1,460.00	$ 730.00	$ 191.21	$ 200.80
Self-Service Car Wash	Stall	2.08	$ 1,460.00	$ 730.00	$ 197.12	$ 206.73
Tire Store	1,000 SF GFA	9.54	$ 1,460.00	$ 730.00	$ 438.49	$ 460.38
Dining						
Fast Food Restaurant with Drive-Thru	1,000 SF GFA	40.09	$ 1,460.00	$ 730.00	$ 203.84	$ 214.02
Fast Food Restaurant without Drive-Thru	1,000 SF GFA	31.31	$ 1,460.00	$ 730.00	$ 203.84	$ 214.04
High Turnover (Sit-down) Restaurant	1,000 SF GFA	14.83	$ 1,460.00	$ 730.00	$ 210.99	$ 210.99
Sit-Down Restaurant	1,000 SF GFA	10.05	$ 1,460.00	$ 730.00	$ 226.17	$ 226.17
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	9.54	$ 1,460.00	$ 730.00	$ 265.85	$ 279.14
Pharmacy/Drugstore	1,000 SF GFA	17.05	$ 1,460.00	$ 730.00	$ 144.57	$ 151.79
Shopping Center	1,000 SF GFA	7.94	$ 1,460.00	$ 730.00	$ 520.28	$ 520.28
Supermarket	1,000 SF GFA	23.68	$ 1,460.00	$ 730.00	$ 237.58	$ 237.58
Video Arcade	1,000 SF GFA	17.10	$ 1,460.00	$ 730.00	$ 206.66	$ 217.00
Video Rental Store	1,000 SF GFA	21.86	$ 1,460.00	$ 730.00	$ 206.82	$ 217.16
Wholesale						
Wholesale Market	1,000 SF GFA	0.68	$ 1,460.00	$ 730.00	$ 729.00	$ 729.00
SERVICES						
Bank (Walk-In)	1,000 SF GFA	33.71	$ 1,460.00	$ 730.00	$ 197.60	$ 207.45
Bank (Drive-In)	1,000 SF GFA	49.20	$ 1,460.00	$ 730.00	$ 163.62	$ 228.98

* Maximum Assessable Fee Per Service Unit (post-credit) reflects 50% of the Maximum Fee Per Service Unit (pre-credit).

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE B THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table B, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between September 1, 2003 and November 9, 2008 for which no replatting is necessary)

SERVICE AREA F

Actual fee charged per service unit if date of recordation of final plat is between September 1, 2003 and November 9, 2008 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	0.00	$ -	$ -	$ -	$ -
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
General Heavy Industrial/Manufacturing	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Industrial Park	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Warehousing	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Mini-Warehouse	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Others Not Specified	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Apartment/Multi-family	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Residential Condominium/Townhouse	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Mobile Home Park	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Retirement Community	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Others Not Specified	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
LODGING						
Hotel	Room	0.00	$ -	$ -	$ -	$ -
Motel/Other Lodging Facilities	Room	0.00	$ -	$ -	$ -	$ -
RECREATIONAL						
Arena	Acre	0.00	$ -	$ -	$ -	$ -
Bowling Alley	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Driving Range	Tee	0.00	$ -	$ -	$ -	$ -
Golf Course	Acre	0.00	$ -	$ -	$ -	$ -
Health/Recreational Clubs and Facilities	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Ice Rink	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Live Theater	Seat	0.00	$ -	$ -	$ -	$ -
Miniature Golf	Hole	0.00	$ -	$ -	$ -	$ -
Movie Theater	Seat	0.00	$ -	$ -	$ -	$ -
Tennis Courts	Court	0.00	$ -	$ -	$ -	$ -
INSTITUTIONAL						
Church	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Day Care Center	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Primary/Middle School (1-8)	Student	0.00	$ -	$ -	$ -	$ -
High School (9-12)	Student	0.00	$ -	$ -	$ -	$ -
Jr/Community College	Student	0.00	$ -	$ -	$ -	$ -
University/College	Student	0.00	$ -	$ -	$ -	$ -
MEDICAL						
Clinic	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Hospital	Bed	0.00	$ -	$ -	$ -	$ -
Nursing Home	Bed	0.00	$ -	$ -	$ -	$ -
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
General Office Building	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Medical/Dental Office	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Single Tenant Office Building	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Office/Business Park	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Others Not Specified	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Automobile Parts Sales	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Gasoline/Service Station	Fueling Position	0.00	$ -	$ -	$ -	$ -
Convenience Market with 12 or More Fueling Positions	Fueling Position	0.00	$ -	$ -	$ -	$ -
Convenience Market with Less than 12 Fueling Positions	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
New Car Sales	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Quick Lubrication Vehicle Center	Service Position	0.00	$ -	$ -	$ -	$ -
Self-Service Car Wash	Stall	0.00	$ -	$ -	$ -	$ -
Tire Store	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Dining						
Fast Food Restaurant with Drive-Thru	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Fast Food Restaurant without Drive-Thru	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
High Turnover (Sit-down) Restaurant	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Sit-Down Restaurant	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Pharmacy/Drugstore	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Shopping Center	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Supermarket	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Video Arcade	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Video Rental Store	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Wholesale						
Wholesale Market	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
SERVICES						
Bank (Walk-In)	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Bank (Drive-In)	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -

* Maximum Assessable Fee Per Service Unit (post-credit) reflects 50% of the Maximum Fee Per Service Unit (pre-credit).

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE B THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table B, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between September 1, 2003 and November 9, 2008 for which no replatting is necessary)

SERVICE AREA G

Actual fee charged per service unit if date of recordation of final plat is between September 1, 2003 and November 9, 2008 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit	
					Actual Fee Charged Per Service Unit (on or after 11-20-13)	Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	32.82	$ 663.00	$ 331.50	$ 251.01	$ 263.53
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.91	$ 663.00	$ 331.50	$ 191.85	$ 201.43
General Heavy Industrial/Manufacturing	1,000 SF GFA	3.41	$ 663.00	$ 331.50	$ 321.11	$ 330.50
Industrial Park	1,000 SF GFA	4.61	$ 663.00	$ 331.50	$ 297.61	$ 312.36
Warehousing	1,000 SF GFA	3.30	$ 663.00	$ 331.50	$ 320.00	$ 330.50
Mini-Warehouse	1,000 SF GFA	1.57	$ 663.00	$ 331.50	$ 282.80	$ 296.82
Others Not Specified	1,000 SF GFA	4.91	$ 663.00	$ 331.50	$ 279.43	$ 293.40
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	6.06	$ 663.00	$ 331.50	$ 330.50	$ 330.50
Apartment/Multi-family	Dwelling Unit	3.72	$ 663.00	$ 331.50	$ 330.50	$ 330.50
Residential Condominium/Townhouse	Dwelling Unit	3.24	$ 663.00	$ 331.50	$ 330.50	$ 330.50
Mobile Home Park	Dwelling Unit	3.36	$ 663.00	$ 331.50	$ 330.50	$ 330.50
Retirement Community	Dwelling Unit	1.62	$ 663.00	$ 331.50	$ 330.50	$ 330.50
Others Not Specified	Dwelling Unit	6.06	$ 663.00	$ 331.50	$ 330.50	$ 330.50
LODGING						
Hotel	Room	1.96	$ 663.00	$ 331.50	$ 320.92	$ 320.92
Motel/Other Lodging Facilities	Room	1.51	$ 663.00	$ 331.50	$ 330.50	$ 330.50
RECREATIONAL						
Arena	Acre	107.16	$ 663.00	$ 331.50	$ 312.44	$ 328.06
Bowling Alley	1,000 SF GFA	11.38	$ 663.00	$ 331.50	$ 82.60	$ 86.73
Driving Range	Tee	4.02	$ 663.00	$ 331.50	$ 328.61	$ 330.50
Golf Course	Acre	1.25	$ 663.00	$ 331.50	$ 321.60	$ 330.50
Health/Recreational Clubs and Facilities	1,000 SF GFA	5.63	$ 663.00	$ 331.50	$ 192.54	$ 202.13
Ice Rink	1,000 SF GFA	7.59	$ 663.00	$ 331.50	$ 203.43	$ 213.57
Live Theater	Seat	0.06	$ 663.00	$ 331.50	$ 330.50	$ 330.50
Miniature Golf	Hole	1.06	$ 663.00	$ 331.50	$ 328.30	$ 330.50
Movie Theater	Seat	0.45	$ 663.00	$ 331.50	$ 55.56	$ 58.33
Tennis Courts	Court	12.47	$ 663.00	$ 331.50	$ 85.16	$ 89.41
INSTITUTIONAL						
Church	1,000 SF GFA	1.39	$ 663.00	$ 331.50	$ 304.32	$ 319.42
Day Care Center	1,000 SF GFA	27.72	$ 663.00	$ 331.50	$ 86.22	$ 90.51
Primary/Middle School (1-8)	Student	0.34	$ 663.00	$ 331.50	$ 244.12	$ 255.88
High School (9-12)	Student	0.32	$ 663.00	$ 331.50	$ 259.38	$ 271.88
Jr/Community College	Student	0.36	$ 663.00	$ 331.50	$ 225.00	$ 236.11
University/College	Student	0.44	$ 663.00	$ 331.50	$ 295.45	$ 309.09
MEDICAL						
Clinic	1,000 SF GFA	19.55	$ 663.00	$ 331.50	$ 198.82	$ 208.75
Hospital	Bed	4.61	$ 663.00	$ 331.50	$ 242.08	$ 242.08
Nursing Home	Bed	0.64	$ 663.00	$ 331.50	$ 330.50	$ 330.50
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	7.59	$ 663.00	$ 331.50	$ 224.37	$ 224.37
General Office Building	1,000 SF GFA	8.14	$ 663.00	$ 331.50	$ 223.34	$ 223.34
Medical/Dental Office	1,000 SF GFA	19.98	$ 663.00	$ 331.50	$ 217.47	$ 217.47
Single Tenant Office Building	1,000 SF GFA	9.39	$ 663.00	$ 331.50	$ 224.28	$ 224.28
Office/Business Park	1,000 SF GFA	8.19	$ 663.00	$ 331.50	$ 222.95	$ 222.95
Others Not Specified	1,000 SF GFA	8.14	$ 663.00	$ 331.50	$ 224.32	$ 224.32
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.52	$ 663.00	$ 331.50	$ 246.17	$ 258.44
Automobile Parts Sales	1,000 SF GFA	10.96	$ 663.00	$ 331.50	$ 228.19	$ 239.60
Gasoline/Service Station	Fueling Position	5.07	$ 663.00	$ 331.50	$ 60.75	$ 63.71
Convenience Market with 12 or More Fueling Positions	Fueling Position	3.48	$ 663.00	$ 331.50	$ 88.51	$ 92.93
Convenience Market with Less than 12 Fueling Positions	1,000 SF GFA	3.53	$ 663.00	$ 331.50	$ 330.50	$ 330.50
New Car Sales	1,000 SF GFA	7.20	$ 663.00	$ 331.50	$ 201.81	$ 211.81
Quick Lubrication Vehicle Center	Service Position	10.01	$ 663.00	$ 331.50	$ 85.61	$ 89.81
Self-Service Car Wash	Stall	2.08	$ 663.00	$ 331.50	$ 246.63	$ 258.65
Tire Store	1,000 SF GFA	9.54	$ 663.00	$ 331.50	$ 262.68	$ 275.79
Dining						
Fast Food Restaurant with Drive-Thru	1,000 SF GFA	40.09	$ 663.00	$ 331.50	$ 95.16	$ 99.90
Fast Food Restaurant without Drive-Thru	1,000 SF GFA	31.31	$ 663.00	$ 331.50	$ 95.16	$ 99.92
High Turnover (Sit-down) Restaurant	1,000 SF GFA	14.83	$ 663.00	$ 331.50	$ 102.02	$ 102.02
Sit-Down Restaurant	1,000 SF GFA	10.05	$ 663.00	$ 331.50	$ 198.81	$ 198.81
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	9.54	$ 663.00	$ 331.50	$ 234.38	$ 246.02
Pharmacy/Drugstore	1,000 SF GFA	17.05	$ 663.00	$ 331.50	$ 172.14	$ 180.70
Shopping Center	1,000 SF GFA	7.94	$ 663.00	$ 331.50	$ 276.32	$ 276.32
Supermarket	1,000 SF GFA	23.68	$ 663.00	$ 331.50	$ 204.31	$ 204.31
Video Arcade	1,000 SF GFA	17.10	$ 663.00	$ 331.50	$ 136.73	$ 143.57
Video Rental Store	1,000 SF GFA	21.86	$ 663.00	$ 331.50	$ 136.84	$ 143.68
Wholesale						
Wholesale Market	1,000 SF GFA	0.68	$ 663.00	$ 331.50	$ 330.50	$ 330.50
SERVICES						
Bank (Walk-In)	1,000 SF GFA	33.71	$ 663.00	$ 331.50	$ 92.38	$ 96.97
Bank (Drive-In)	1,000 SF GFA	49.20	$ 663.00	$ 331.50	$ 76.12	$ 106.52

* Maximum Assessable Fee Per Service Unit (post-credit) reflects 50% of the Maximum Fee Per Service Unit (pre-credit).

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE B THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table B, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between September 1, 2003 and November 9, 2008 for which no replatting is necessary)

SERVICE AREA H

Actual fee charged per service unit if date of recordation of final plat is between September 1, 2003 and November 9, 2008 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	30.46	$ 1,462.00	$ 731.00	$ 298.46	$ 313.36
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.56	$ 1,462.00	$ 731.00	$ 213.38	$ 223.90
General Heavy Industrial/Manufacturing	1,000 SF GFA	3.16	$ 1,462.00	$ 731.00	$ 276.27	$ 289.87
Industrial Park	1,000 SF GFA	4.28	$ 1,462.00	$ 731.00	$ 254.67	$ 267.29
Warehousing	1,000 SF GFA	2.84	$ 1,462.00	$ 731.00	$ 205.99	$ 205.99
Mini-Warehouse	1,000 SF GFA	1.35	$ 1,462.00	$ 731.00	$ 245.93	$ 257.78
Others Not Specified	1,000 SF GFA	4.56	$ 1,462.00	$ 731.00	$ 180.06	$ 189.06
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	4.70	$ 1,462.00	$ 731.00	$ 388.73	$ 388.73
Apartment/Multi-family	Dwelling Unit	2.88	$ 1,462.00	$ 731.00	$ 393.00	$ 393.00
Residential Condominium/Townhouse	Dwelling Unit	2.51	$ 1,462.00	$ 731.00	$ 378.88	$ 378.88
Mobile Home Park	Dwelling Unit	2.60	$ 1,462.00	$ 731.00	$ 515.00	$ 558.78
Retirement Community	Dwelling Unit	1.26	$ 1,462.00	$ 731.00	$ 395.24	$ 428.84
Others Not Specified	Dwelling Unit	4.70	$ 1,462.00	$ 731.00	$ 488.94	$ 530.50
LODGING						
Hotel	Room	1.96	$ 1,462.00	$ 731.00	$ 273.98	$ 273.98
Motel/Other Lodging Facilities	Room	1.51	$ 1,462.00	$ 731.00	$ 282.12	$ 296.03
RECREATIONAL						
Arena	Acre	107.15	$ 1,462.00	$ 731.00	$ 379.33	$ 392.00
Bowling Alley	1,000 SF GFA	11.38	$ 1,462.00	$ 731.00	$ 100.28	$ 105.29
Driving Range	Tee	4.02	$ 1,462.00	$ 731.00	$ 279.85	$ 293.78
Golf Course	Acre	1.25	$ 1,462.00	$ 731.00	$ 304.80	$ 304.80
Health/Recreational Clubs and Facilities	1,000 SF GFA	5.63	$ 1,462.00	$ 731.00	$ 215.10	$ 225.75
Ice Rink	1,000 SF GFA	7.59	$ 1,462.00	$ 731.00	$ 165.61	$ 173.78
Live Theater	Seat	0.06	$ 1,462.00	$ 731.00	$ 392.00	$ 392.00
Miniature Golf	Hole	1.06	$ 1,462.00	$ 731.00	$ 279.25	$ 292.45
Movie Theater	Seat	0.45	$ 1,462.00	$ 731.00	$ 64.44	$ 67.67
Tennis Courts	Court	12.47	$ 1,462.00	$ 731.00	$ 80.59	$ 84.60
INSTITUTIONAL						
Church	1,000 SF GFA	1.39	$ 1,462.00	$ 731.00	$ 247.48	$ 259.71
Day Care Center	1,000 SF GFA	27.72	$ 1,462.00	$ 731.00	$ 62.19	$ 65.30
Primary/Middle School (1-8)	Student	0.34	$ 1,462.00	$ 731.00	$ 176.47	$ 185.29
High School (9-12)	Student	0.32	$ 1,462.00	$ 731.00	$ 203.13	$ 212.50
Jr/Community College	Student	0.36	$ 1,462.00	$ 731.00	$ 191.67	$ 200.00
University/College	Student	0.44	$ 1,462.00	$ 731.00	$ 234.09	$ 245.45
MEDICAL						
Clinic	1,000 SF GFA	19.55	$ 1,462.00	$ 731.00	$ 159.44	$ 167.37
Hospital	Bed	4.61	$ 1,462.00	$ 731.00	$ 275.27	$ 275.27
Nursing Home	Bed	0.64	$ 1,462.00	$ 731.00	$ 317.19	$ 332.81
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	6.46	$ 1,462.00	$ 731.00	$ 266.87	$ 266.87
General Office Building	1,000 SF GFA	6.93	$ 1,462.00	$ 731.00	$ 265.51	$ 265.51
Medical/Dental Office	1,000 SF GFA	17.02	$ 1,462.00	$ 731.00	$ 192.71	$ 192.71
Single Tenant Office Building	1,000 SF GFA	8.00	$ 1,462.00	$ 731.00	$ 266.13	$ 266.13
Office/Business Park	1,000 SF GFA	6.98	$ 1,462.00	$ 731.00	$ 264.90	$ 264.90
Others Not Specified	1,000 SF GFA	6.93	$ 1,462.00	$ 731.00	$ 266.81	$ 266.81
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.52	$ 1,462.00	$ 731.00	$ 283.74	$ 297.85
Automobile Parts Sales	1,000 SF GFA	10.96	$ 1,462.00	$ 731.00	$ 198.72	$ 208.58
Gasoline/Service Station	Fueling Position	5.07	$ 1,462.00	$ 731.00	$ 143.79	$ 150.89
Convenience Market with 12 or More Fueling Positions	Fueling Position	3.48	$ 1,462.00	$ 731.00	$ 209.48	$ 219.96
Convenience Market with Less than 12 Fueling Positions	1,000 SF GFA	3.53	$ 1,462.00	$ 731.00	$ 392.00	$ 392.00
New Car Sales	1,000 SF GFA	7.20	$ 1,462.00	$ 731.00	$ 227.08	$ 238.33
Quick Lubrication Vehicle Center	Service Position	10.01	$ 1,462.00	$ 731.00	$ 64.24	$ 67.43
Self-Service Car Wash	Stall	2.08	$ 1,462.00	$ 731.00	$ 192.31	$ 201.92
Tire Store	1,000 SF GFA	9.54	$ 1,462.00	$ 731.00	$ 221.38	$ 232.39
Dining						
Fast Food Restaurant with Drive-Thru	1,000 SF GFA	40.09	$ 1,462.00	$ 731.00	$ 72.19	$ 75.78
Fast Food Restaurant without Drive-Thru	1,000 SF GFA	31.31	$ 1,462.00	$ 731.00	$ 72.19	$ 75.80
High Turnover (Sit-down) Restaurant	1,000 SF GFA	14.83	$ 1,462.00	$ 731.00	$ 144.37	$ 144.37
Sit-Down Restaurant	1,000 SF GFA	10.05	$ 1,462.00	$ 731.00	$ 159.60	$ 159.60
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	9.54	$ 1,462.00	$ 731.00	$ 186.37	$ 195.60
Pharmacy/Drugstore	1,000 SF GFA	17.05	$ 1,462.00	$ 731.00	$ 141.88	$ 148.91
Shopping Center	1,000 SF GFA	7.94	$ 1,462.00	$ 731.00	$ 323.80	$ 323.80
Supermarket	1,000 SF GFA	23.68	$ 1,462.00	$ 731.00	$ 176.44	$ 176.44
Video Arcade	1,000 SF GFA	17.10	$ 1,462.00	$ 731.00	$ 165.99	$ 174.29
Video Rental Store	1,000 SF GFA	21.86	$ 1,462.00	$ 731.00	$ 166.12	$ 174.42
Wholesale						
Wholesale Market	1,000 SF GFA	0.68	$ 1,462.00	$ 731.00	$ 392.00	$ 392.00
SERVICES						
Bank (Walk-In)	1,000 SF GFA	33.71	$ 1,462.00	$ 731.00	$ 70.34	$ 73.84
Bank (Drive-In)	1,000 SF GFA	49.20	$ 1,462.00	$ 731.00	$ 57.36	$ 80.26

* Maximum Assessable Fee Per Service Unit (post-credit) reflects 50% of the Maximum Fee Per Service Unit (pre-credit).

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE B THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table B, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between September 1, 2003 and November 9, 2008 for which no replatting is necessary)

SERVICE AREA I

Actual fee charged per service unit if date of recordation of final plat is between September 1, 2003 and November 9, 2008 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	32.82	$ 1,163.00	$ 581.50	$ 281.57	$ 295.64
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.91	$ 1,163.00	$ 581.50	$ 191.85	$ 201.43
General Heavy Industrial/Manufacturing	1,000 SF GFA	3.41	$ 1,163.00	$ 581.50	$ 338.42	$ 355.13
Industrial Park	1,000 SF GFA	4.61	$ 1,163.00	$ 581.50	$ 312.58	$ 328.20
Warehousing	1,000 SF GFA	3.30	$ 1,163.00	$ 581.50	$ 341.52	$ 358.48
Mini-Warehouse	1,000 SF GFA	1.57	$ 1,163.00	$ 581.50	$ 295.54	$ 310.19
Others Not Specified	1,000 SF GFA	4.91	$ 1,163.00	$ 581.50	$ 189.92	$ 199.41
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	6.06	$ 1,163.00	$ 581.50	$ 577.56	$ 580.50
Apartment/Multi-family	Dwelling Unit	3.72	$ 1,163.00	$ 581.50	$ 580.50	$ 580.50
Residential Condominium/Townhouse	Dwelling Unit	3.24	$ 1,163.00	$ 581.50	$ 580.50	$ 580.50
Mobile Home Park	Dwelling Unit	3.36	$ 1,163.00	$ 581.50	$ 580.50	$ 580.50
Retirement Community	Dwelling Unit	1.62	$ 1,163.00	$ 581.50	$ 522.22	$ 548.33
Others Not Specified	Dwelling Unit	6.06	$ 1,163.00	$ 581.50	$ 577.56	$ 580.50
LODGING						
Hotel	Room	1.96	$ 1,163.00	$ 581.50	$ 342.35	$ 342.35
Motel/Other Lodging Facilities	Room	1.51	$ 1,163.00	$ 581.50	$ 352.98	$ 370.20
RECREATIONAL						
Arena	Acre	107.16	$ 1,163.00	$ 581.50	$ 430.77	$ 452.31
Bowling Alley	1,000 SF GFA	11.38	$ 1,163.00	$ 581.50	$ 113.89	$ 119.58
Driving Range	Tee	4.02	$ 1,163.00	$ 581.50	$ 349.75	$ 367.16
Golf Course	Acre	1.25	$ 1,163.00	$ 581.50	$ 436.00	$ 457.60
Health/Recreational Clubs and Facilities	1,000 SF GFA	5.63	$ 1,163.00	$ 581.50	$ 199.29	$ 209.24
Ice Rink	1,000 SF GFA	7.59	$ 1,163.00	$ 581.50	$ 209.49	$ 219.89
Live Theater	Seat	0.06	$ 1,163.00	$ 581.50	$ 580.50	$ 580.50
Miniature Golf	Hole	1.06	$ 1,163.00	$ 581.50	$ 349.06	$ 366.04
Movie Theater	Seat	0.45	$ 1,163.00	$ 581.50	$ 82.22	$ 86.33
Tennis Courts	Court	12.47	$ 1,163.00	$ 581.50	$ 115.48	$ 121.25
INSTITUTIONAL						
Church	1,000 SF GFA	1.39	$ 1,163.00	$ 581.50	$ 312.95	$ 328.06
Day Care Center	1,000 SF GFA	27.72	$ 1,163.00	$ 581.50	$ 81.31	$ 85.35
Primary/Middle School (1-8)	Student	0.34	$ 1,163.00	$ 581.50	$ 229.41	$ 238.24
High School (9-12)	Student	0.32	$ 1,163.00	$ 581.50	$ 259.38	$ 271.88
Jr/Community College	Student	0.36	$ 1,163.00	$ 581.50	$ 238.89	$ 250.00
University/College	Student	0.44	$ 1,163.00	$ 581.50	$ 300.00	$ 313.64
MEDICAL						
Clinic	1,000 SF GFA	19.55	$ 1,163.00	$ 581.50	$ 202.46	$ 212.53
Hospital	Bed	4.61	$ 1,163.00	$ 581.50	$ 346.85	$ 346.85
Nursing Home	Bed	0.64	$ 1,163.00	$ 581.50	$ 403.13	$ 421.88
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	7.59	$ 1,163.00	$ 581.50	$ 240.71	$ 240.71
General Office Building	1,000 SF GFA	8.14	$ 1,163.00	$ 581.50	$ 239.68	$ 239.68
Medical/Dental Office	1,000 SF GFA	19.98	$ 1,163.00	$ 581.50	$ 236.64	$ 236.64
Single Tenant Office Building	1,000 SF GFA	9.39	$ 1,163.00	$ 581.50	$ 240.47	$ 240.47
Office/Business Park	1,000 SF GFA	8.19	$ 1,163.00	$ 581.50	$ 239.19	$ 239.19
Others Not Specified	1,000 SF GFA	8.14	$ 1,163.00	$ 581.50	$ 240.66	$ 240.66
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.52	$ 1,163.00	$ 581.50	$ 354.45	$ 372.09
Automobile Parts Sales	1,000 SF GFA	10.96	$ 1,163.00	$ 581.50	$ 247.08	$ 259.40
Gasoline/Service Station	Fueling Position	5.07	$ 1,163.00	$ 581.50	$ 185.60	$ 194.87
Convenience Market with 12 or More Fueling Positions	Fueling Position	3.48	$ 1,163.00	$ 581.50	$ 270.40	$ 283.92
Convenience Market with Less than 12 Fueling Positions	1,000 SF GFA	3.53	$ 1,163.00	$ 581.50	$ 580.50	$ 580.50
New Car Sales	1,000 SF GFA	7.20	$ 1,163.00	$ 581.50	$ 212.78	$ 223.33
Quick Lubrication Vehicle Center	Service Position	10.01	$ 1,163.00	$ 581.50	$ 83.62	$ 87.71
Self-Service Car Wash	Stall	2.08	$ 1,163.00	$ 581.50	$ 249.52	$ 261.54
Tire Store	1,000 SF GFA	9.54	$ 1,163.00	$ 581.50	$ 277.57	$ 291.40
Dining						
Fast Food Restaurant with Drive-Thru	1,000 SF GFA	40.09	$ 1,163.00	$ 581.50	$ 93.07	$ 97.71
Fast Food Restaurant without Drive-Thru	1,000 SF GFA	31.31	$ 1,163.00	$ 581.50	$ 93.07	$ 97.72
High Turnover (Sit-down) Restaurant	1,000 SF GFA	14.83	$ 1,163.00	$ 581.50	$ 185.43	$ 185.43
Sit-Down Restaurant	1,000 SF GFA	10.05	$ 1,163.00	$ 581.50	$ 202.59	$ 202.59
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	9.54	$ 1,163.00	$ 581.50	$ 237.21	$ 249.06
Pharmacy/Drugstore	1,000 SF GFA	17.05	$ 1,163.00	$ 581.50	$ 178.89	$ 187.80
Shopping Center	1,000 SF GFA	7.94	$ 1,163.00	$ 581.50	$ 400.00	$ 400.00
Supermarket	1,000 SF GFA	23.68	$ 1,163.00	$ 581.50	$ 219.85	$ 219.85
Video Arcade	1,000 SF GFA	17.10	$ 1,163.00	$ 581.50	$ 188.52	$ 197.95
Video Rental Store	1,000 SF GFA	21.86	$ 1,163.00	$ 581.50	$ 188.66	$ 198.10
Wholesale						
Wholesale Market	1,000 SF GFA	0.68	$ 1,163.00	$ 581.50	$ 580.50	$ 580.50
SERVICES						
Bank (Walk-In)	1,000 SF GFA	33.71	$ 1,163.00	$ 581.50	$ 90.57	$ 95.08
Bank (Drive-In)	1,000 SF GFA	49.20	$ 1,163.00	$ 581.50	$ 74.09	$ 103.68

* Maximum Assessable Fee Per Service Unit (post-credit) reflects 50% of the Maximum Fee Per Service Unit (pre-credit).

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE B THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table B, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between September 1, 2003 and November 9, 2008 for which no replatting is necessary)

SERVICE AREA J

Actual fee charged per service unit if date of recordation of final plat is between September 1, 2003 and November 9, 2008 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	32.82	$ 1,661.00	$ 830.50	$ 319.17	$ 335.10
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.91	$ 1,661.00	$ 830.50	$ 216.09	$ 226.88
General Heavy Industrial/Manufacturing	1,000 SF GFA	3.41	$ 1,661.00	$ 830.50	$ 382.11	$ 401.17
Industrial Park	1,000 SF GFA	4.61	$ 1,661.00	$ 830.50	$ 353.15	$ 370.72
Warehousing	1,000 SF GFA	3.30	$ 1,661.00	$ 830.50	$ 386.06	$ 405.15
Mini-Warehouse	1,000 SF GFA	1.57	$ 1,661.00	$ 830.50	$ 333.76	$ 350.32
Others Not Specified	1,000 SF GFA	4.91	$ 1,661.00	$ 830.50	$ 216.09	$ 226.89
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	6.06	$ 1,661.00	$ 830.50	$ 577.56	$ 627.06
Apartment/Multi-family	Dwelling Unit	3.72	$ 1,661.00	$ 830.50	$ 718.82	$ 779.84
Residential Condominium/Townhouse	Dwelling Unit	3.24	$ 1,661.00	$ 830.50	$ 692.28	$ 750.93
Mobile Home Park	Dwelling Unit	3.36	$ 1,661.00	$ 830.50	$ 757.44	$ 821.82
Retirement Community	Dwelling Unit	1.62	$ 1,661.00	$ 830.50	$ 585.80	$ 635.60
Others Not Specified	Dwelling Unit	6.06	$ 1,661.00	$ 830.50	$ 577.56	$ 626.65
LODGING						
Hotel	Room	1.96	$ 1,661.00	$ 830.50	$ 387.24	$ 387.24
Motel/Other Lodging Facilities	Room	1.51	$ 1,661.00	$ 830.50	$ 398.68	$ 418.54
RECREATIONAL						
Arena	Acre	107.16	$ 1,661.00	$ 830.50	$ 495.04	$ 519.79
Bowling Alley	1,000 SF GFA	11.38	$ 1,661.00	$ 830.50	$ 130.88	$ 137.42
Driving Range	Tee	4.02	$ 1,661.00	$ 830.50	$ 395.52	$ 415.17
Golf Course	Acre	1.25	$ 1,661.00	$ 830.50	$ 494.40	$ 518.40
Health/Recreational Clubs and Facilities	1,000 SF GFA	5.63	$ 1,661.00	$ 830.50	$ 224.87	$ 236.06
Ice Rink	1,000 SF GFA	7.59	$ 1,661.00	$ 830.50	$ 236.36	$ 248.09
Live Theater	Seat	0.06	$ 1,661.00	$ 830.50	$ 823.00	$ 823.00
Miniature Golf	Hole	1.06	$ 1,661.00	$ 830.50	$ 395.28	$ 414.15
Movie Theater	Seat	0.45	$ 1,661.00	$ 830.50	$ 95.04	$ 99.80
Tennis Courts	Court	12.47	$ 1,661.00	$ 830.50	$ 94.79	$ 99.52
INSTITUTIONAL						
Church	1,000 SF GFA	1.39	$ 1,661.00	$ 830.50	$ 353.24	$ 370.50
Day Care Center	1,000 SF GFA	27.72	$ 1,661.00	$ 830.50	$ 91.23	$ 95.78
Primary/Middle School (1-8)	Student	0.34	$ 1,661.00	$ 830.50	$ 258.82	$ 270.59
High School (9-12)	Student	0.32	$ 1,661.00	$ 830.50	$ 293.75	$ 306.25
Jr/Community College	Student	0.36	$ 1,661.00	$ 830.50	$ 269.44	$ 280.56
University/College	Student	0.44	$ 1,661.00	$ 830.50	$ 336.36	$ 352.27
MEDICAL						
Clinic	1,000 SF GFA	19.55	$ 1,661.00	$ 830.50	$ 228.29	$ 239.69
Hospital	Bed	4.61	$ 1,661.00	$ 830.50	$ 391.76	$ 391.76
Nursing Home	Bed	0.64	$ 1,661.00	$ 830.50	$ 454.69	$ 476.56
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	7.59	$ 1,661.00	$ 830.50	$ 272.07	$ 272.07
General Office Building	1,000 SF GFA	8.14	$ 1,661.00	$ 830.50	$ 271.01	$ 271.01
Medical/Dental Office	1,000 SF GFA	19.98	$ 1,661.00	$ 830.50	$ 258.81	$ 258.81
Single Tenant Office Building	1,000 SF GFA	9.39	$ 1,661.00	$ 830.50	$ 271.88	$ 271.88
Office/Business Park	1,000 SF GFA	8.19	$ 1,661.00	$ 830.50	$ 270.45	$ 270.45
Others Not Specified	1,000 SF GFA	8.14	$ 1,661.00	$ 830.50	$ 272.11	$ 272.11
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.52	$ 1,661.00	$ 830.50	$ 400.77	$ 420.71
Automobile Parts Sales	1,000 SF GFA	10.96	$ 1,661.00	$ 830.50	$ 279.56	$ 293.52
Gasoline/Service Station	Fueling Position	5.07	$ 1,661.00	$ 830.50	$ 146.15	$ 153.45
Convenience Market with 12 or More Fueling Positions	Fueling Position	3.48	$ 1,661.00	$ 830.50	$ 212.93	$ 223.58
Convenience Market with Less than 12 Fueling Positions	1,000 SF GFA	3.53	$ 1,661.00	$ 830.50	$ 823.00	$ 823.00
New Car Sales	1,000 SF GFA	7.20	$ 1,661.00	$ 830.50	$ 240.42	$ 252.36
Quick Lubrication Vehicle Center	Service Position	10.01	$ 1,661.00	$ 830.50	$ 93.91	$ 98.60
Self-Service Car Wash	Stall	2.08	$ 1,661.00	$ 830.50	$ 280.29	$ 294.23
Tire Store	1,000 SF GFA	9.54	$ 1,661.00	$ 830.50	$ 313.63	$ 329.25
Dining						
Fast Food Restaurant with Drive-Thru	1,000 SF GFA	40.09	$ 1,661.00	$ 830.50	$ 104.66	$ 109.88
Fast Food Restaurant without Drive-Thru	1,000 SF GFA	31.31	$ 1,661.00	$ 830.50	$ 104.66	$ 109.90
High Turnover (Sit-down) Restaurant	1,000 SF GFA	14.83	$ 1,661.00	$ 830.50	$ 208.70	$ 208.70
Sit-Down Restaurant	1,000 SF GFA	10.05	$ 1,661.00	$ 830.50	$ 228.46	$ 228.46
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	9.54	$ 1,661.00	$ 830.50	$ 267.40	$ 280.71
Pharmacy/Drugstore	1,000 SF GFA	17.05	$ 1,661.00	$ 830.50	$ 201.94	$ 212.02
Shopping Center	1,000 SF GFA	7.94	$ 1,661.00	$ 830.50	$ 453.02	$ 453.02
Supermarket	1,000 SF GFA	23.68	$ 1,661.00	$ 830.50	$ 247.04	$ 247.04
Video Arcade	1,000 SF GFA	17.10	$ 1,661.00	$ 830.50	$ 216.65	$ 227.48
Video Rental Store	1,000 SF GFA	21.86	$ 1,661.00	$ 830.50	$ 216.81	$ 227.65
Wholesale						
Wholesale Market	1,000 SF GFA	0.68	$ 1,661.00	$ 830.50	$ 823.00	$ 823.00
SERVICES						
Bank (Walk-In)	1,000 SF GFA	33.71	$ 1,661.00	$ 830.50	$ 101.90	$ 106.97
Bank (Drive-In)	1,000 SF GFA	49.20	$ 1,661.00	$ 830.50	$ 83.29	$ 116.57

* Maximum Assessable Fee Per Service Unit (post-credit) reflects 50% of the Maximum Fee Per Service Unit (pre-credit).

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE B THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table B, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between September 1, 2003 and November 9, 2008 for which no replatting is necessary)

SERVICE AREA K

Actual fee charged per service unit if date of recordation of final plat is between September 1, 2003 and November 9, 2008 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	32.82	$ 1,587.00	$ 793.50	$ 412.71	$ 433.33
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.91	$ 1,587.00	$ 793.50	$ 239.31	$ 251.12
General Heavy Industrial/Manufacturing	1,000 SF GFA	3.41	$ 1,587.00	$ 793.50	$ 388.86	$ 408.21
Industrial Park	1,000 SF GFA	4.61	$ 1,587.00	$ 793.50	$ 359.65	$ 377.44
Warehousing	1,000 SF GFA	3.30	$ 1,587.00	$ 793.50	$ 385.45	$ 404.55
Mini-Warehouse	1,000 SF GFA	1.57	$ 1,587.00	$ 793.50	$ 461.78	$ 484.71
Others Not Specified	1,000 SF GFA	4.91	$ 1,587.00	$ 793.50	$ 337.68	$ 354.56
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	6.06	$ 1,587.00	$ 793.50	$ 577.56	$ 627.06
Apartment/Multi-family	Dwelling Unit	3.72	$ 1,587.00	$ 793.50	$ 792.50	$ 792.50
Residential Condominium/Townhouse	Dwelling Unit	3.24	$ 1,587.00	$ 793.50	$ 792.50	$ 792.50
Mobile Home Park	Dwelling Unit	3.36	$ 1,587.00	$ 793.50	$ 792.50	$ 792.50
Retirement Community	Dwelling Unit	1.62	$ 1,587.00	$ 793.50	$ 792.50	$ 792.50
Others Not Specified	Dwelling Unit	6.06	$ 1,587.00	$ 793.50	$ 577.56	$ 626.65
LODGING						
Hotel	Room	1.96	$ 1,587.00	$ 793.50	$ 531.12	$ 531.12
Motel/Other Lodging Facilities	Room	1.51	$ 1,587.00	$ 793.50	$ 547.68	$ 574.83
RECREATIONAL						
Arena	Acre	107.16	$ 1,587.00	$ 793.50	$ 441.95	$ 464.05
Bowling Alley	1,000 SF GFA	11.38	$ 1,587.00	$ 793.50	$ 116.84	$ 122.68
Driving Range	Tee	4.02	$ 1,587.00	$ 793.50	$ 400.50	$ 420.40
Golf Course	Acre	1.25	$ 1,587.00	$ 793.50	$ 526.40	$ 552.00
Health/Recreational Clubs and Facilities	1,000 SF GFA	5.63	$ 1,587.00	$ 793.50	$ 231.62	$ 243.16
Ice Rink	1,000 SF GFA	7.59	$ 1,587.00	$ 793.50	$ 207.11	$ 217.39
Live Theater	Seat	0.06	$ 1,587.00	$ 793.50	$ 792.50	$ 792.50
Miniature Golf	Hole	1.06	$ 1,587.00	$ 793.50	$ 544.34	$ 570.75
Movie Theater	Seat	0.45	$ 1,587.00	$ 793.50	$ 93.84	$ 98.54
Tennis Courts	Court	12.47	$ 1,587.00	$ 793.50	$ 102.00	$ 107.06
INSTITUTIONAL						
Church	1,000 SF GFA	1.39	$ 1,587.00	$ 793.50	$ 506.47	$ 531.65
Day Care Center	1,000 SF GFA	27.72	$ 1,587.00	$ 793.50	$ 145.24	$ 152.49
Primary/Middle School (1-8)	Student	0.34	$ 1,587.00	$ 793.50	$ 411.76	$ 432.35
High School (9-12)	Student	0.32	$ 1,587.00	$ 793.50	$ 434.38	$ 453.13
Jr/Community College	Student	0.36	$ 1,587.00	$ 793.50	$ 375.00	$ 391.67
University/College	Student	0.44	$ 1,587.00	$ 793.50	$ 493.18	$ 515.91
MEDICAL						
Clinic	1,000 SF GFA	19.55	$ 1,587.00	$ 793.50	$ 229.26	$ 240.72
Hospital	Bed	4.61	$ 1,587.00	$ 793.50	$ 400.22	$ 400.22
Nursing Home	Bed	0.64	$ 1,587.00	$ 793.50	$ 654.69	$ 685.94
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	7.37	$ 1,587.00	$ 793.50	$ 374.08	$ 374.08
General Office Building	1,000 SF GFA	7.90	$ 1,587.00	$ 793.50	$ 372.15	$ 372.15
Medical/Dental Office	1,000 SF GFA	19.40	$ 1,587.00	$ 793.50	$ 259.90	$ 259.90
Single Tenant Office Building	1,000 SF GFA	9.12	$ 1,587.00	$ 793.50	$ 373.46	$ 373.46
Office/Business Park	1,000 SF GFA	7.95	$ 1,587.00	$ 793.50	$ 371.70	$ 371.70
Others Not Specified	1,000 SF GFA	7.90	$ 1,587.00	$ 793.50	$ 374.05	$ 374.05
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.52	$ 1,587.00	$ 793.50	$ 405.37	$ 425.61
Automobile Parts Sales	1,000 SF GFA	10.96	$ 1,587.00	$ 793.50	$ 331.75	$ 348.27
Gasoline/Service Station	Fueling Position	5.07	$ 1,587.00	$ 793.50	$ 119.13	$ 125.05
Convenience Market with 12 or More Fueling Positions	Fueling Position	3.48	$ 1,587.00	$ 793.50	$ 173.56	$ 182.24
Convenience Market with Less than 12 Fueling Positions	1,000 SF GFA	3.53	$ 1,587.00	$ 793.50	$ 627.09	$ 658.44
New Car Sales	1,000 SF GFA	7.20	$ 1,587.00	$ 793.50	$ 334.86	$ 351.53
Quick Lubrication Vehicle Center	Service Position	10.01	$ 1,587.00	$ 793.50	$ 147.65	$ 154.95
Self-Service Car Wash	Stall	2.08	$ 1,587.00	$ 793.50	$ 157.69	$ 165.38
Tire Store	1,000 SF GFA	9.54	$ 1,587.00	$ 793.50	$ 383.44	$ 402.52
Dining						
Fast Food Restaurant with Drive-Thru	1,000 SF GFA	40.09	$ 1,587.00	$ 793.50	$ 159.54	$ 167.50
Fast Food Restaurant without Drive-Thru	1,000 SF GFA	31.31	$ 1,587.00	$ 793.50	$ 159.54	$ 167.52
High Turnover (Sit-down) Restaurant	1,000 SF GFA	14.83	$ 1,587.00	$ 793.50	$ 169.86	$ 169.86
Sit-Down Restaurant	1,000 SF GFA	10.05	$ 1,587.00	$ 793.50	$ 331.54	$ 331.54
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	9.54	$ 1,587.00	$ 793.50	$ 391.09	$ 410.59
Pharmacy/Drugstore	1,000 SF GFA	17.05	$ 1,587.00	$ 793.50	$ 198.36	$ 208.27
Shopping Center	1,000 SF GFA	7.94	$ 1,587.00	$ 793.50	$ 452.14	$ 452.14
Supermarket	1,000 SF GFA	23.68	$ 1,587.00	$ 793.50	$ 247.04	$ 247.04
Video Arcade	1,000 SF GFA	17.10	$ 1,587.00	$ 793.50	$ 193.41	$ 203.08
Video Rental Store	1,000 SF GFA	21.86	$ 1,587.00	$ 793.50	$ 193.56	$ 203.23
Wholesale						
Wholesale Market	1,000 SF GFA	0.68	$ 1,587.00	$ 793.50	$ 792.50	$ 792.50
SERVICES						
Bank (Walk-In)	1,000 SF GFA	33.71	$ 1,587.00	$ 793.50	$ 154.85	$ 162.59
Bank (Drive-In)	1,000 SF GFA	49.20	$ 1,587.00	$ 793.50	$ 127.70	$ 178.74

* Maximum Assessable Fee Per Service Unit (post-credit) reflects 50% of the Maximum Fee Per Service Unit (pre-credit).

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE B THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table B, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between September 1, 2003 and November 9, 2008 for which no replatting is necessary)

SERVICE AREA L

Actual fee charged per service unit if date of recordation of final plat is between September 1, 2003 and November 9, 2008 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	22.93	$ 1,702.00	$ 851.00	$ 423.90	$ 445.09
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	3.43	$ 1,702.00	$ 851.00	$ 323.53	$ 339.65
General Heavy Industrial/Manufacturing	1,000 SF GFA	2.38	$ 1,702.00	$ 851.00	$ 541.89	$ 568.91
Industrial Park	1,000 SF GFA	3.22	$ 1,702.00	$ 851.00	$ 367.55	$ 385.71
Warehousing	1,000 SF GFA	2.14	$ 1,702.00	$ 851.00	$ 549.67	$ 577.10
Mini-Warehouse	1,000 SF GFA	1.02	$ 1,702.00	$ 851.00	$ 481.76	$ 504.90
Others Not Specified	1,000 SF GFA	3.43	$ 1,702.00	$ 851.00	$ 345.04	$ 362.30
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	3.54	$ 1,702.00	$ 851.00	$ 850.00	$ 850.00
Apartment/Multi-family	Dwelling Unit	2.17	$ 1,702.00	$ 851.00	$ 850.00	$ 850.00
Residential Condominium/Townhouse	Dwelling Unit	1.89	$ 1,702.00	$ 851.00	$ 850.00	$ 850.00
Mobile Home Park	Dwelling Unit	1.96	$ 1,702.00	$ 851.00	$ 850.00	$ 850.00
Retirement Community	Dwelling Unit	0.95	$ 1,702.00	$ 851.00	$ 850.00	$ 850.00
Others Not Specified	Dwelling Unit	3.54	$ 1,702.00	$ 851.00	$ 850.00	$ 850.00
LODGING						
Hotel	Room	1.96	$ 1,702.00	$ 851.00	$ 504.64	$ 504.64
Motel/Other Lodging Facilities	Room	1.51	$ 1,702.00	$ 851.00	$ 520.33	$ 545.70
RECREATIONAL						
Arena	Acre	107.16	$ 1,702.00	$ 851.00	$ 374.01	$ 392.71
Bowling Alley	1,000 SF GFA	11.38	$ 1,702.00	$ 851.00	$ 98.88	$ 103.83
Driving Range	Tee	4.02	$ 1,702.00	$ 851.00	$ 373.66	$ 392.29
Golf Course	Acre	1.25	$ 1,702.00	$ 851.00	$ 480.24	$ 504.00
Health/Recreational Clubs and Facilities	1,000 SF GFA	5.63	$ 1,702.00	$ 851.00	$ 228.28	$ 239.61
Ice Rink	1,000 SF GFA	7.59	$ 1,702.00	$ 851.00	$ 208.10	$ 218.45
Live Theater	Seat	0.06	$ 1,702.00	$ 851.00	$ 850.00	$ 850.00
Miniature Golf	Hole	1.06	$ 1,702.00	$ 851.00	$ 517.08	$ 542.45
Movie Theater	Seat	0.45	$ 1,702.00	$ 851.00	$ 93.76	$ 98.44
Tennis Courts	Court	12.47	$ 1,702.00	$ 851.00	$ 65.75	$ 68.97
INSTITUTIONAL						
Church	1,000 SF GFA	1.39	$ 1,702.00	$ 851.00	$ 488.85	$ 512.95
Day Care Center	1,000 SF GFA	27.72	$ 1,702.00	$ 851.00	$ 144.90	$ 152.13
Primary/Middle School (1-8)	Student	0.34	$ 1,702.00	$ 851.00	$ 410.29	$ 429.41
High School (9-12)	Student	0.32	$ 1,702.00	$ 851.00	$ 424.69	$ 443.75
Jr/Community College	Student	0.36	$ 1,702.00	$ 851.00	$ 355.00	$ 372.22
University/College	Student	0.44	$ 1,702.00	$ 851.00	$ 478.64	$ 502.27
MEDICAL						
Clinic	1,000 SF GFA	18.13	$ 1,702.00	$ 851.00	$ 224.53	$ 235.74
Hospital	Bed	4.27	$ 1,702.00	$ 851.00	$ 383.82	$ 383.82
Nursing Home	Bed	0.60	$ 1,702.00	$ 851.00	$ 633.00	$ 663.33
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	4.87	$ 1,702.00	$ 851.00	$ 386.61	$ 386.61
General Office Building	1,000 SF GFA	5.22	$ 1,702.00	$ 851.00	$ 385.00	$ 385.00
Medical/Dental Office	1,000 SF GFA	12.81	$ 1,702.00	$ 851.00	$ 338.57	$ 338.57
Single Tenant Office Building	1,000 SF GFA	6.02	$ 1,702.00	$ 851.00	$ 386.61	$ 386.61
Office/Business Park	1,000 SF GFA	5.25	$ 1,702.00	$ 851.00	$ 384.34	$ 384.34
Others Not Specified	1,000 SF GFA	5.22	$ 1,702.00	$ 851.00	$ 386.55	$ 386.55
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.52	$ 1,702.00	$ 851.00	$ 377.53	$ 396.32
Automobile Parts Sales	1,000 SF GFA	10.96	$ 1,702.00	$ 851.00	$ 273.94	$ 287.59
Gasoline/Service Station	Fueling Position	5.07	$ 1,702.00	$ 851.00	$ 114.67	$ 120.32
Convenience Market with 12 or More Fueling Positions	Fueling Position	3.48	$ 1,702.00	$ 851.00	$ 167.07	$ 175.42
Convenience Market with Less than 12 Fueling Positions	1,000 SF GFA	3.53	$ 1,702.00	$ 851.00	$ 850.00	$ 850.00
New Car Sales	1,000 SF GFA	7.20	$ 1,702.00	$ 851.00	$ 319.75	$ 335.69
Quick Lubrication Vehicle Center	Service Position	10.01	$ 1,702.00	$ 851.00	$ 146.73	$ 154.05
Self-Service Car Wash	Stall	2.08	$ 1,702.00	$ 851.00	$ 153.17	$ 160.58
Tire Store	1,000 SF GFA	9.54	$ 1,702.00	$ 851.00	$ 321.42	$ 337.42
Dining						
Fast Food Restaurant with Drive-Thru	1,000 SF GFA	40.09	$ 1,702.00	$ 851.00	$ 157.03	$ 164.88
Fast Food Restaurant without Drive-Thru	1,000 SF GFA	31.31	$ 1,702.00	$ 851.00	$ 157.03	$ 164.89
High Turnover (Sit-down) Restaurant	1,000 SF GFA	14.83	$ 1,702.00	$ 851.00	$ 163.86	$ 163.86
Sit-Down Restaurant	1,000 SF GFA	10.05	$ 1,702.00	$ 851.00	$ 321.13	$ 321.13
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	9.54	$ 1,702.00	$ 851.00	$ 207.92	$ 218.24
Pharmacy/Drugstore	1,000 SF GFA	17.05	$ 1,702.00	$ 851.00	$ 169.50	$ 177.95
Shopping Center	1,000 SF GFA	7.94	$ 1,702.00	$ 851.00	$ 413.39	$ 413.39
Supermarket	1,000 SF GFA	23.68	$ 1,702.00	$ 851.00	$ 188.97	$ 188.97
Video Arcade	1,000 SF GFA	17.10	$ 1,702.00	$ 851.00	$ 163.68	$ 171.87
Video Rental Store	1,000 SF GFA	21.86	$ 1,702.00	$ 851.00	$ 163.81	$ 172.00
Wholesale						
Wholesale Market	1,000 SF GFA	0.68	$ 1,702.00	$ 851.00	$ 850.00	$ 850.00
SERVICES						
Bank (Walk-In)	1,000 SF GFA	33.71	$ 1,702.00	$ 851.00	$ 152.29	$ 159.89
Bank (Drive-In)	1,000 SF GFA	49.20	$ 1,702.00	$ 851.00	$ 125.95	$ 176.26

* Maximum Assessable Fee Per Service Unit (post-credit) reflects 50% of the Maximum Fee Per Service Unit (pre-credit).

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE B THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table B, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between September 1, 2003 and November 9, 2008 for which no replatting is necessary)

SERVICE AREA M

Actual fee charged per service unit if date of recordation of final plat is between September 1, 2003 and November 9, 2008 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	0.00	$ -	$ -	$ -	$ -
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
General Heavy Industrial/Manufacturing	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Industrial Park	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Warehousing	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Mini-Warehouse	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Others Not Specified	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Apartment/Multi-family	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Residential Condominium/Townhouse	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Mobile Home Park	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Retirement Community	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Others Not Specified	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
LODGING						
Hotel	Room	0.00	$ -	$ -	$ -	$ -
Motel/Other Lodging Facilities	Room	0.00	$ -	$ -	$ -	$ -
RECREATIONAL						
Arena	Acre	0.00	$ -	$ -	$ -	$ -
Bowling Alley	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Driving Range	Tee	0.00	$ -	$ -	$ -	$ -
Golf Course	Acre	0.00	$ -	$ -	$ -	$ -
Health/Recreational Clubs and Facilities	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Ice Rink	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Live Theater	Seat	0.00	$ -	$ -	$ -	$ -
Miniature Golf	Hole	0.00	$ -	$ -	$ -	$ -
Movie Theater	Seat	0.00	$ -	$ -	$ -	$ -
Tennis Courts	Court	0.00	$ -	$ -	$ -	$ -
INSTITUTIONAL						
Church	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Day Care Center	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Primary/Middle School (1-8)	Student	0.00	$ -	$ -	$ -	$ -
High School (9-12)	Student	0.00	$ -	$ -	$ -	$ -
Jr/Community College	Student	0.00	$ -	$ -	$ -	$ -
University/College	Student	0.00	$ -	$ -	$ -	$ -
MEDICAL						
Clinic	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Hospital	Bed	0.00	$ -	$ -	$ -	$ -
Nursing Home	Bed	0.00	$ -	$ -	$ -	$ -
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
General Office Building	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Medical/Dental Office	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Single Tenant Office Building	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Office/Business Park	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Others Not Specified	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Automobile Parts Sales	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Gasoline/Service Station	Fueling Position	0.00	$ -	$ -	$ -	$ -
Convenience Market with 12 or More Fueling Positions	Fueling Position	0.00	$ -	$ -	$ -	$ -
Convenience Market with Less than 12 Fueling Positions	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
New Car Sales	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Quick Lubrication Vehicle Center	Service Position	0.00	$ -	$ -	$ -	$ -
Self-Service Car Wash	Stall	0.00	$ -	$ -	$ -	$ -
Tire Store	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Dining						
Fast Food Restaurant with Drive-Thru	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Fast Food Restaurant without Drive-Thru	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
High Turnover (Sit-down) Restaurant	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Sit-Down Restaurant	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Pharmacy/Drugstore	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Shopping Center	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Supermarket	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Video Arcade	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Video Rental Store	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Wholesale						
Wholesale Market	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
SERVICES						
Bank (Walk-In)	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Bank (Drive-In)	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -

* Maximum Assessable Fee Per Service Unit (post-credit) reflects 50% of the Maximum Fee Per Service Unit (pre-credit).

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE B THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table C, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between November 10, 2008 and November 19, 2013 for which no replatting is necessary)

SERVICE AREA A

Actual fee charged per service unit if date of recordation of final plat is between November 10, 2008 and November 19, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	1.97	$ -	$ -	$ -	$ -
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	0.29	$ -	$ -	$ -	$ -
General Heavy Industrial	1,000 SF GFA	0.20	$ -	$ -	$ -	$ -
Industrial Park	1,000 SF GFA	0.26	$ -	$ -	$ -	$ -
Warehousing	1,000 SF GFA	0.18	$ -	$ -	$ -	$ -
Mini-Warehouse	1,000 SF GFA	0.08	$ -	$ -	$ -	$ -
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	0.30	$ -	$ -	$ -	$ -
Apartment/Multi-family	Dwelling Unit	0.19	$ -	$ -	$ -	$ -
Residential Condominium/Townhouse	Dwelling Unit	0.16	$ -	$ -	$ -	$ -
Mobile Home Park	Dwelling Unit	0.18	$ -	$ -	$ -	$ -
Assisted Living	Dwelling Unit	0.07	$ -	$ -	$ -	$ -
LODGING						
Hotel	Room	0.18	$ -	$ -	$ -	$ -
Motel/Other Lodging Facilities	Room	0.14	$ -	$ -	$ -	$ -
RECREATIONAL						
Driving Range	Tee	0.38	$ -	$ -	$ -	$ -
Golf Course	Acre	0.09	$ -	$ -	$ -	$ -
Health/Rec. Clubs and Facilities	1,000 SF GFA	0.49	$ -	$ -	$ -	$ -
Ice Rink	1,000 SF GFA	0.71	$ -	$ -	$ -	$ -
Miniature Golf	Hole	0.10	$ -	$ -	$ -	$ -
Multiplex Movie Theater	Screen	4.09	$ -	$ -	$ -	$ -
Raquet / Tennis Club	Court	1.01	$ -	$ -	$ -	$ -
INSTITUTIONAL						
Church	1,000 SF GFA	0.20	$ -	$ -	$ -	$ -
Day Care Center	1,000 SF GFA	3.95	$ -	$ -	$ -	$ -
Primary/Middle School (1-8)	Student	0.05	$ -	$ -	$ -	$ -
High School (9-12)	Student	0.04	$ -	$ -	$ -	$ -
Jr/Community College	Student	0.04	$ -	$ -	$ -	$ -
University/College	Student	0.06	$ -	$ -	$ -	$ -
MEDICAL						
Clinic	1,000 SF GFA	1.55	$ -	$ -	$ -	$ -
Hospital	Bed	0.39	$ -	$ -	$ -	$ -
Nursing Home	Bed	0.07	$ -	$ -	$ -	$ -
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	0.42	$ -	$ -	$ -	$ -
General Office Building	1,000 SF GFA	0.45	$ -	$ -	$ -	$ -
Medical/Dental Office	1,000 SF GFA	1.12	$ -	$ -	$ -	$ -
Single Tenant Office Building	1,000 SF GFA	0.52	$ -	$ -	$ -	$ -
Office Park	1,000 SF GFA	0.45	$ -	$ -	$ -	$ -
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	0.61	$ -	$ -	$ -	$ -
Automobile Parts Sales	1,000 SF GFA	1.02	$ -	$ -	$ -	$ -
Gasoline/Service Station with Convenience Market	Fueling Position	1.77	$ -	$ -	$ -	$ -
New and Used Car Sales	1,000 SF GFA	0.63	$ -	$ -	$ -	$ -
Quick Lubrication Vehicle Center	Service Position	0.93	$ -	$ -	$ -	$ -
Self-Service Car Wash	Stall	1.00	$ -	$ -	$ -	$ -
Automated Car Wash	1,000 SF GFA	2.09	$ -	$ -	$ -	
Tire Store	1,000 SF GFA	1.09	$ -	$ -	$ -	$ -
Dining						
Fast Food Restaurant	1,000 SF GFA	5.20	$ -	$ -	$ -	$ -
High Turnover (Sit-down) Restaurant	1,000 SF GFA	1.87	$ -	$ -	$ -	$ -
Sit-Down Restaurant	1,000 SF GFA	1.26	$ -	$ -	$ -	$ -
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	1.06	$ -	$ -	$ -	$ -
Garden Center (Nursery)	1,000 SF GFA	0.80	$ -	$ -	$ -	$ -
Home Improvement Superstore	1,000 SF GFA	0.52	$ -	$ -	$ -	$ -
Pharmacy/Drugstore	1,000 SF GFA	1.32	$ -	$ -	$ -	$ -
Shopping Center	1,000 SF GFA	0.74	$ -	$ -	$ -	$ -
Supermarket	1,000 SF GFA	2.01	$ -	$ -	$ -	$ -
Toy/Children's Superstore	1,000 SF GFA	1.05	$ -	$ -	$ -	$ -
SERVICES						
Bank (Walk-In)	1,000 SF GFA	5.97	$ -	$ -	$ -	$ -
Bank (Drive-In)	Drive-in Lane	7.27	$ -	$ -	$ -	$ -

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2007-2008 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE C THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table C, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between November 10, 2008 and November 19, 2013 for which no replatting is necessary)

SERVICE AREA B

Actual fee charged per service unit if date of recordation of final plat is between November 10, 2008 and November 19, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	5.24	$ 1,558	$ 1,558	$ 860.00	$ 860.00
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	0.78	$ 1,558	$ 1,558	$ 860.00	$ 860.00
General Heavy Industrial	1,000 SF GFA	0.54	$ 1,558	$ 1,558	$ 859.26	$ 859.26
Industrial Park	1,000 SF GFA	0.68	$ 1,558	$ 1,558	$ 860.00	$ 860.00
Warehousing	1,000 SF GFA	0.26	$ 1,558	$ 1,558	$ 857.69	$ 857.69
Mini-Warehouse	1,000 SF GFA	0.21	$ 1,558	$ 1,558	$ 857.14	$ 857.14
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	0.81	$ 1,558	$ 1,558	$ 849.38	$ 849.38
Apartment/Multi-family	Dwelling Unit	0.50	$ 1,558	$ 1,558	$ 860.00	$ 860.00
Residential Condominium/Townhouse	Dwelling Unit	0.42	$ 1,558	$ 1,558	$ 859.52	$ 859.52
Mobile Home Park	Dwelling Unit	0.47	$ 1,558	$ 1,558	$ 860.00	$ 860.00
Assisted Living	Bed	0.18	$ 1,558	$ 1,558	$ 855.56	$ 855.56
LODGING						
Hotel	Room	0.47	$ 1,558	$ 1,558	$ 860.00	$ 860.00
Motel/Other Lodging Facilities	Room	0.38	$ 1,558	$ 1,558	$ 860.00	$ 860.00
RECREATIONAL						
Driving Range	Tee	1.00	$ 1,558	$ 1,558	$ 860.00	$ 860.00
Golf Course	Acre	0.24	$ 1,558	$ 1,558	$ 858.33	$ 858.33
Health/Rec. Clubs and Facilities	1,000 SF GFA	1.31	$ 1,558	$ 1,558	$ 860.00	$ 860.00
Ice Rink	1,000 SF GFA	1.89	$ 1,558	$ 1,558	$ 860.00	$ 860.00
Miniature Golf	Hole	0.26	$ 1,558	$ 1,558	$ 857.69	$ 857.69
Multiplex Movie Theater	Screen	10.91	$ 1,558	$ 1,558	$ 758.94	$ 796.88
Raquet / Tennis Club	Court	2.68	$ 1,558	$ 1,558	$ 839.55	$ 860.00
INSTITUTIONAL						
Church	1,000 SF GFA	0.53	$ 1,558	$ 1,558	$ 713.21	$ 713.21
Day Care Center	1,000 SF GFA	10.54	$ 1,558	$ 1,558	$ 384.25	$ 403.42
Primary/Middle School (1-8)	Student	0.12	$ 1,558	$ 1,558	$ 860.00	$ 860.00
High School (9-12)	Student	0.11	$ 1,558	$ 1,558	$ 781.82	$ 781.82
Jr/Community College	Student	0.10	$ 1,558	$ 1,558	$ 860.00	$ 860.00
University/College	Student	0.17	$ 1,558	$ 1,558	$ 705.88	$ 705.88
MEDICAL						
Clinic	1,000 SF GFA	4.14	$ 1,558	$ 1,558	$ 860.00	$ 860.00
Hospital	Bed	1.04	$ 1,558	$ 1,558	$ 860.00	$ 860.00
Nursing Home	Bed	0.18	$ 1,558	$ 1,558	$ 855.56	$ 855.56
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	1.12	$ 1,558	$ 1,558	$ 860.00	$ 860.00
General Office Building	1,000 SF GFA	1.19	$ 1,558	$ 1,558	$ 860.00	$ 860.00
Medical/Dental Office	1,000 SF GFA	2.98	$ 1,558	$ 1,558	$ 826.17	$ 826.17
Single Tenant Office Building	1,000 SF GFA	1.38	$ 1,558	$ 1,558	$ 860.00	$ 860.00
Office Park	1,000 SF GFA	1.20	$ 1,558	$ 1,558	$ 845.83	$ 845.83
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	1.62	$ 1,558	$ 1,558	$ 796.91	$ 796.91
Automobile Parts Sales	1,000 SF GFA	2.73	$ 1,558	$ 1,558	$ 860.00	$ 860.00
Gasoline/Service Station with Convenience Market	Fueling Position	3.53	$ 1,558	$ 1,558	$ 254.96	$ 267.71
New and Used Car Sales	1,000 SF GFA	1.69	$ 1,558	$ 1,558	$ 855.62	$ 855.62
Quick Lubrication Vehicle Center	Service Position	2.49	$ 1,558	$ 1,558	$ 795.18	$ 834.94
Self-Service Car Wash	Stall	1.99	$ 1,558	$ 1,558	$ 860.00	$ 860.00
Automated Car Wash	1,000 SF GFA	4.19	$ 1,558	$ 1,558	$ 701.10	$ 736.16
Tire Store	1,000 SF GFA	2.90	$ 1,558	$ 1,558	$ 709.31	$ 709.31
Dining						
Fast Food Restaurant	1,000 SF GFA	13.86	$ 1,558	$ 1,558	$ 701.04	$ 736.08
High Turnover (Sit-down) Restaurant	1,000 SF GFA	4.98	$ 1,558	$ 1,558	$ 701.10	$ 701.10
Sit-Down Restaurant	1,000 SF GFA	3.35	$ 1,558	$ 1,558	$ 860.00	$ 860.00
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	2.83	$ 1,558	$ 1,558	$ 848.76	$ 848.76
Garden Center (Nursery)	1,000 SF GFA	2.13	$ 1,558	$ 1,558	$ 860.00	$ 860.00
Home Improvement Superstore	1,000 SF GFA	1.38	$ 1,558	$ 1,558	$ 605.07	$ 605.07
Pharmacy/Drugstore	1,000 SF GFA	3.52	$ 1,558	$ 1,558	$ 860.00	$ 860.00
Shopping Center	1,000 SF GFA	1.98	$ 1,558	$ 1,558	$ 852.02	$ 852.02
Supermarket	1,000 SF GFA	5.35	$ 1,558	$ 1,558	$ 782.06	$ 782.06
Toy/Children's Superstore	1,000 SF GFA	2.79	$ 1,558	$ 1,558	$ 860.00	$ 860.00
SERVICES						
Bank (Walk-In)	1,000 SF GFA	15.91	$ 1,558	$ 1,558	$ 314.96	$ 314.96
Bank (Drive-In)	Drive-in Lane	19.39	$ 1,558	$ 1,558	$ 556.85	$ 584.68

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2007-2008 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE C THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table C, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between November 10, 2008 and November 19, 2013 for which no replatting is necessary)

SERVICE AREA C

Actual fee charged per service unit if date of recordation of final plat is between November 10, 2008 and November 19, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	20.31	$ 1,542	$ 1,534	$ 594.19	$ 623.88
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	3.04	$ 1,542	$ 1,534	$ 351.12	$ 368.42
General Heavy Industrial	1,000 SF GFA	2.11	$ 1,542	$ 1,534	$ 718.72	$ 754.50
Industrial Park	1,000 SF GFA	2.67	$ 1,542	$ 1,534	$ 710.56	$ 746.07
Warehousing	1,000 SF GFA	1.83	$ 1,542	$ 1,534	$ 768.20	$ 806.56
Mini-Warehouse	1,000 SF GFA	0.81	$ 1,542	$ 1,534	$ 714.44	$ 749.38
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	3.13	$ 1,542	$ 1,534	$ 1,118.21	$ 1,214.06
Apartment/Multi-family	Dwelling Unit	1.92	$ 1,542	$ 1,534	$ 1,500.00	$ 1,500.00
Residential Condominium/Townhouse	Dwelling Unit	1.61	$ 1,542	$ 1,534	$ 1,499.00	$ 1,499.00
Mobile Home Park	Dwelling Unit	1.83	$ 1,542	$ 1,534	$ 1,499.00	$ 1,499.00
Assisted Living	Bed	0.68	$ 1,542	$ 1,534	$ 1,499.00	$ 1,499.00
LODGING						
Hotel	Room	1.83	$ 1,542	$ 1,534	$ 666.39	$ 666.39
Motel/Other Lodging Facilities	Room	1.46	$ 1,542	$ 1,534	$ 758.22	$ 795.89
RECREATIONAL						
Driving Range	Tee	3.88	$ 1,542	$ 1,534	$ 489.20	$ 513.66
Golf Course	Acre	0.93	$ 1,542	$ 1,534	$ 840.97	$ 882.80
Health/Rec. Clubs and Facilities	1,000 SF GFA	5.08	$ 1,542	$ 1,534	$ 237.40	$ 249.21
Ice Rink	1,000 SF GFA	7.32	$ 1,542	$ 1,534	$ 287.09	$ 301.37
Miniature Golf	Hole	1.02	$ 1,542	$ 1,534	$ 661.76	$ 694.12
Multiplex Movie Theater	Screen	42.28	$ 1,542	$ 1,534	$ 236.43	$ 248.25
Raquet / Tennis Club	Court	10.39	$ 1,542	$ 1,534	$ 112.18	$ 117.71
INSTITUTIONAL						
Church	1,000 SF GFA	1.39	$ 1,542	$ 1,534	$ 609.93	$ 640.29
Day Care Center	1,000 SF GFA	27.68	$ 1,542	$ 1,534	$ 141.73	$ 148.81
Primary/Middle School (1-8)	Student	0.32	$ 1,542	$ 1,534	$ 523.13	$ 546.88
High School (9-12)	Student	0.29	$ 1,542	$ 1,534	$ 577.24	$ 603.45
Jr/Community College	Student	0.25	$ 1,542	$ 1,534	$ 651.60	$ 684.00
University/College	Student	0.44	$ 1,542	$ 1,534	$ 593.18	$ 622.73
MEDICAL						
Clinic	1,000 SF GFA	16.06	$ 1,542	$ 1,534	$ 242.32	$ 254.42
Hospital	Bed	4.03	$ 1,542	$ 1,534	$ 477.25	$ 477.25
Nursing Home	Bed	0.68	$ 1,542	$ 1,534	$ 627.35	$ 657.35
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	4.34	$ 1,542	$ 1,534	$ 521.54	$ 521.54
General Office Building	1,000 SF GFA	4.62	$ 1,542	$ 1,534	$ 522.86	$ 522.86
Medical/Dental Office	1,000 SF GFA	11.53	$ 1,542	$ 1,534	$ 412.92	$ 412.92
Single Tenant Office Building	1,000 SF GFA	5.36	$ 1,542	$ 1,534	$ 521.36	$ 521.36
Office Park	1,000 SF GFA	4.65	$ 1,542	$ 1,534	$ 521.81	$ 521.81
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.29	$ 1,542	$ 1,534	$ 494.93	$ 519.55
Automobile Parts Sales	1,000 SF GFA	10.57	$ 1,542	$ 1,534	$ 459.54	$ 482.50
Gasoline/Service Station with Convenience Market	Fueling Position	3.53	$ 1,542	$ 1,534	$ 206.01	$ 216.15
New and Used Car Sales	1,000 SF GFA	6.54	$ 1,542	$ 1,534	$ 431.70	$ 453.21
Quick Lubrication Vehicle Center	Service Position	9.64	$ 1,542	$ 1,534	$ 177.29	$ 186.10
Self-Service Car Wash	Stall	1.99	$ 1,542	$ 1,534	$ 198.54	$ 208.04
Automated Car Wash	1,000 SF GFA	4.19	$ 1,542	$ 1,534	$ 260.55	$ 273.58
Tire Store	1,000 SF GFA	11.22	$ 1,542	$ 1,534	$ 433.80	$ 455.44
Dining						
Fast Food Restaurant	1,000 SF GFA	41.48	$ 1,542	$ 1,534	$ 185.03	$ 194.26
High Turnover (Sit-down) Restaurant	1,000 SF GFA	14.90	$ 1,542	$ 1,534	$ 203.50	$ 203.50
Sit-Down Restaurant	1,000 SF GFA	10.04	$ 1,542	$ 1,534	$ 399.26	$ 399.26
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	10.97	$ 1,542	$ 1,534	$ 354.97	$ 372.65
Garden Center (Nursery)	1,000 SF GFA	8.25	$ 1,542	$ 1,534	$ 345.05	$ 362.30
Home Improvement Superstore	1,000 SF GFA	5.33	$ 1,542	$ 1,534	$ 690.28	$ 724.77
Pharmacy/Drugstore	1,000 SF GFA	13.64	$ 1,542	$ 1,534	$ 220.12	$ 231.09
Shopping Center	1,000 SF GFA	7.69	$ 1,542	$ 1,534	$ 553.34	$ 553.34
Supermarket	1,000 SF GFA	20.74	$ 1,542	$ 1,534	$ 280.33	$ 280.33
Toy/Children's Superstore	1,000 SF GFA	10.82	$ 1,542	$ 1,534	$ 345.11	$ 362.29
SERVICES						
Bank (Walk-In)	1,000 SF GFA	33.71	$ 1,542	$ 1,534	$ 185.85	$ 195.13
Bank (Drive-In)	Drive-in Lane	41.09	$ 1,542	$ 1,534	$ 244.55	$ 256.78

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2007-2008 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE C THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table C, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between November 10, 2008 and November 19, 2013 for which no replatting is necessary)

SERVICE AREA D

Actual fee charged per service unit if date of recordation of final plat is between November 10, 2008 and November 19, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	32.82	$ 1,390	$ 1,389	$ 278.56	$ 292.47
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.91	$ 1,390	$ 1,389	$ 188.25	$ 197.56
General Heavy Industrial	1,000 SF GFA	3.41	$ 1,390	$ 1,389	$ 411.20	$ 431.67
Industrial Park	1,000 SF GFA	4.31	$ 1,390	$ 1,389	$ 407.19	$ 427.38
Warehousing	1,000 SF GFA	3.19	$ 1,390	$ 1,389	$ 426.30	$ 447.34
Mini-Warehouse	1,000 SF GFA	1.41	$ 1,390	$ 1,389	$ 558.51	$ 585.82
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	5.86	$ 1,390	$ 1,389	$ 597.27	$ 648.47
Apartment/Multi-family	Dwelling Unit	3.60	$ 1,390	$ 1,389	$ 1,111.11	$ 1,205.56
Residential Condominium/Townhouse	Dwelling Unit	3.02	$ 1,390	$ 1,389	$ 1,057.62	$ 1,147.35
Mobile Home Park	Dwelling Unit	3.42	$ 1,390	$ 1,389	$ 1,388.00	$ 1,388.00
Assisted Living	Bed	1.28	$ 1,390	$ 1,389	$ 1,388.00	$ 1,388.00
LODGING						
Hotel	Room	1.90	$ 1,390	$ 1,389	$ 582.63	$ 582.63
Motel/Other Lodging Facilities	Room	1.51	$ 1,390	$ 1,389	$ 582.32	$ 611.26
RECREATIONAL						
Driving Range	Tee	4.02	$ 1,390	$ 1,389	$ 422.91	$ 444.03
Golf Course	Acre	0.96	$ 1,390	$ 1,389	$ 717.19	$ 752.08
Health/Rec. Clubs and Facilities	1,000 SF GFA	5.27	$ 1,390	$ 1,389	$ 194.86	$ 204.55
Ice Rink	1,000 SF GFA	7.59	$ 1,390	$ 1,389	$ 243.68	$ 255.73
Miniature Golf	Hole	1.06	$ 1,390	$ 1,389	$ 579.06	$ 607.55
Multiplex Movie Theater	Screen	43.85	$ 1,390	$ 1,389	$ 205.52	$ 215.78
Raquet / Tennis Club	Court	10.77	$ 1,390	$ 1,389	$ 92.76	$ 97.31
INSTITUTIONAL						
Church	1,000 SF GFA	1.39	$ 1,390	$ 1,389	$ 541.94	$ 568.35
Day Care Center	1,000 SF GFA	27.68	$ 1,390	$ 1,389	$ 157.57	$ 165.43
Primary/Middle School (1-8)	Student	0.32	$ 1,390	$ 1,389	$ 472.50	$ 493.75
High School (9-12)	Student	0.29	$ 1,390	$ 1,389	$ 515.17	$ 537.93
Jr/Community College	Student	0.25	$ 1,390	$ 1,389	$ 572.40	$ 600.00
University/College	Student	0.44	$ 1,390	$ 1,389	$ 527.73	$ 552.27
MEDICAL						
Clinic	1,000 SF GFA	19.55	$ 1,390	$ 1,389	$ 198.83	$ 208.75
Hospital	Bed	4.91	$ 1,390	$ 1,389	$ 398.49	$ 398.49
Nursing Home	Bed	0.83	$ 1,390	$ 1,389	$ 540.00	$ 566.27
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	7.64	$ 1,390	$ 1,389	$ 392.04	$ 392.04
General Office Building	1,000 SF GFA	8.14	$ 1,390	$ 1,389	$ 392.51	$ 392.51
Medical/Dental Office	1,000 SF GFA	20.31	$ 1,390	$ 1,389	$ 221.92	$ 221.92
Single Tenant Office Building	1,000 SF GFA	9.45	$ 1,390	$ 1,389	$ 391.81	$ 391.81
Office Park	1,000 SF GFA	8.19	$ 1,390	$ 1,389	$ 392.09	$ 392.09
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.53	$ 1,390	$ 1,389	$ 426.98	$ 448.24
Automobile Parts Sales	1,000 SF GFA	10.96	$ 1,390	$ 1,389	$ 400.07	$ 420.07
Gasoline/Service Station with Convenience Market	Fueling Position	3.53	$ 1,390	$ 1,389	$ 182.80	$ 191.78
New and Used Car Sales	1,000 SF GFA	6.78	$ 1,390	$ 1,389	$ 378.72	$ 397.64
Quick Lubrication Vehicle Center	Service Position	10.00	$ 1,390	$ 1,389	$ 159.84	$ 167.80
Self-Service Car Wash	Stall	1.99	$ 1,390	$ 1,389	$ 176.83	$ 185.43
Automated Car Wash	1,000 SF GFA	4.19	$ 1,390	$ 1,389	$ 195.25	$ 205.01
Tire Store	1,000 SF GFA	11.64	$ 1,390	$ 1,389	$ 380.26	$ 399.23
Dining						
Fast Food Restaurant	1,000 SF GFA	41.48	$ 1,390	$ 1,389	$ 166.16	$ 174.45
High Turnover (Sit-down) Restaurant	1,000 SF GFA	14.90	$ 1,390	$ 1,389	$ 180.79	$ 180.79
Sit-Down Restaurant	1,000 SF GFA	10.04	$ 1,390	$ 1,389	$ 355.43	$ 355.43
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	11.38	$ 1,390	$ 1,389	$ 232.83	$ 244.46
Garden Center (Nursery)	1,000 SF GFA	8.55	$ 1,390	$ 1,389	$ 312.42	$ 327.95
Home Improvement Superstore	1,000 SF GFA	5.53	$ 1,390	$ 1,389	$ 624.95	$ 656.06
Pharmacy/Drugstore	1,000 SF GFA	14.15	$ 1,390	$ 1,389	$ 177.46	$ 186.29
Shopping Center	1,000 SF GFA	7.97	$ 1,390	$ 1,389	$ 471.91	$ 471.91
Supermarket	1,000 SF GFA	21.51	$ 1,390	$ 1,389	$ 238.70	$ 238.70
Toy/Children's Superstore	1,000 SF GFA	11.22	$ 1,390	$ 1,389	$ 312.51	$ 328.07
SERVICES						
Bank (Walk-In)	1,000 SF GFA	33.71	$ 1,390	$ 1,389	$ 166.78	$ 175.11
Bank (Drive-In)	Drive-in Lane	41.09	$ 1,390	$ 1,389	$ 182.39	$ 191.51

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2007-2008 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE C THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table C, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between November 10, 2008 and November 19, 2013 for which no replatting is necessary)

SERVICE AREA E

Actual fee charged per service unit if date of recordation of final plat is between November 10, 2008 and November 19, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	31.44	$ 1,679	$ 1,673	$ 301.80	$ 316.89
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.70	$ 1,679	$ 1,673	$ 217.91	$ 228.72
General Heavy Industrial	1,000 SF GFA	3.26	$ 1,679	$ 1,673	$ 468.22	$ 491.41
Industrial Park	1,000 SF GFA	4.13	$ 1,679	$ 1,673	$ 464.38	$ 487.41
Warehousing	1,000 SF GFA	2.83	$ 1,679	$ 1,673	$ 490.71	$ 515.19
Mini-Warehouse	1,000 SF GFA	1.25	$ 1,679	$ 1,673	$ 654.48	$ 687.20
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	4.85	$ 1,679	$ 1,673	$ 721.65	$ 783.51
Apartment/Multi-family	Dwelling Unit	2.98	$ 1,679	$ 1,673	$ 1,337.25	$ 1,450.67
Residential Condominium/Townhouse	Dwelling Unit	2.50	$ 1,679	$ 1,673	$ 1,272.80	$ 1,380.80
Mobile Home Park	Dwelling Unit	2.83	$ 1,679	$ 1,673	$ 1,672.00	$ 1,672.00
Assisted Living	Bed	1.06	$ 1,679	$ 1,673	$ 1,672.00	$ 1,672.00
LODGING						
Hotel	Room	1.90	$ 1,679	$ 1,673	$ 477.47	$ 477.47
Motel/Other Lodging Facilities	Room	1.51	$ 1,679	$ 1,673	$ 665.76	$ 698.68
RECREATIONAL						
Driving Range	Tee	4.02	$ 1,679	$ 1,673	$ 474.63	$ 498.26
Golf Course	Acre	0.96	$ 1,679	$ 1,673	$ 785.63	$ 823.96
Health/Rec. Clubs and Facilities	1,000 SF GFA	5.27	$ 1,679	$ 1,673	$ 252.92	$ 265.46
Ice Rink	1,000 SF GFA	7.59	$ 1,679	$ 1,673	$ 302.02	$ 317.00
Miniature Golf	Hole	1.06	$ 1,679	$ 1,673	$ 662.26	$ 695.28
Multiplex Movie Theater	Screen	43.85	$ 1,679	$ 1,673	$ 231.31	$ 242.87
Raquet / Tennis Club	Court	10.77	$ 1,679	$ 1,673	$ 122.51	$ 128.60
INSTITUTIONAL						
Church	1,000 SF GFA	1.39	$ 1,679	$ 1,673	$ 630.00	$ 661.15
Day Care Center	1,000 SF GFA	27.68	$ 1,679	$ 1,673	$ 156.85	$ 164.67
Primary/Middle School (1-8)	Student	0.32	$ 1,679	$ 1,673	$ 568.13	$ 593.75
High School (9-12)	Student	0.29	$ 1,679	$ 1,673	$ 608.28	$ 637.93
Jr/Community College	Student	0.25	$ 1,679	$ 1,673	$ 658.80	$ 688.00
University/College	Student	0.44	$ 1,679	$ 1,673	$ 617.73	$ 647.73
MEDICAL						
Clinic	1,000 SF GFA	19.55	$ 1,679	$ 1,673	$ 226.08	$ 237.34
Hospital	Bed	4.91	$ 1,679	$ 1,673	$ 452.93	$ 452.93
Nursing Home	Bed	0.83	$ 1,679	$ 1,673	$ 627.83	$ 659.04
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	6.72	$ 1,679	$ 1,673	$ 456.83	$ 456.83
General Office Building	1,000 SF GFA	7.15	$ 1,679	$ 1,673	$ 457.43	$ 457.43
Medical/Dental Office	1,000 SF GFA	17.86	$ 1,679	$ 1,673	$ 254.68	$ 254.68
Single Tenant Office Building	1,000 SF GFA	8.30	$ 1,679	$ 1,673	$ 456.72	$ 456.72
Office Park	1,000 SF GFA	7.20	$ 1,679	$ 1,673	$ 456.88	$ 456.88
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.53	$ 1,679	$ 1,673	$ 478.25	$ 502.14
Automobile Parts Sales	1,000 SF GFA	10.96	$ 1,679	$ 1,673	$ 372.15	$ 390.69
Gasoline/Service Station with Convenience Market	Fueling Position	3.53	$ 1,679	$ 1,673	$ 211.87	$ 222.38
New and Used Car Sales	1,000 SF GFA	6.78	$ 1,679	$ 1,673	$ 435.40	$ 457.08
Quick Lubrication Vehicle Center	Service Position	10.00	$ 1,679	$ 1,673	$ 191.43	$ 201.00
Self-Service Car Wash	Stall	1.99	$ 1,679	$ 1,673	$ 206.23	$ 216.08
Automated Car Wash	1,000 SF GFA	4.19	$ 1,679	$ 1,673	$ 161.53	$ 169.61
Tire Store	1,000 SF GFA	11.64	$ 1,679	$ 1,673	$ 359.38	$ 377.32
Dining						
Fast Food Restaurant	1,000 SF GFA	41.48	$ 1,679	$ 1,673	$ 197.01	$ 206.85
High Turnover (Sit-down) Restaurant	1,000 SF GFA	14.90	$ 1,679	$ 1,673	$ 210.02	$ 210.02
Sit-Down Restaurant	1,000 SF GFA	10.04	$ 1,679	$ 1,673	$ 226.34	$ 226.34
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	11.38	$ 1,679	$ 1,673	$ 222.86	$ 234.01
Garden Center (Nursery)	1,000 SF GFA	8.55	$ 1,679	$ 1,673	$ 376.42	$ 395.20
Home Improvement Superstore	1,000 SF GFA	5.53	$ 1,679	$ 1,673	$ 752.71	$ 790.24
Pharmacy/Drugstore	1,000 SF GFA	14.15	$ 1,679	$ 1,673	$ 174.21	$ 182.90
Shopping Center	1,000 SF GFA	7.97	$ 1,679	$ 1,673	$ 518.32	$ 518.32
Supermarket	1,000 SF GFA	21.51	$ 1,679	$ 1,673	$ 261.55	$ 261.55
Toy/Children's Superstore	1,000 SF GFA	11.22	$ 1,679	$ 1,673	$ 256.04	$ 268.81
SERVICES						
Bank (Walk-In)	1,000 SF GFA	33.71	$ 1,679	$ 1,673	$ 197.59	$ 207.45
Bank (Drive-In)	Drive-in Lane	41.09	$ 1,679	$ 1,673	$ 261.14	$ 274.18

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2007-2008 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE C THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table C, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between November 10, 2008 and November 19, 2013 for which no replatting is necessary)

SERVICE AREA F

Actual fee charged per service unit if date of recordation of final plat is between November 10, 2008 and November 19, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	0.00	$ -	$ -	$ -	$ -
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
General Heavy Industrial	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Industrial Park	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Warehousing	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Mini-Warehouse	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Apartment/Multi-family	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Residential Condominium/Townhouse	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Mobile Home Park	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Assisted Living	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
LODGING						
Hotel	Room	0.00	$ -	$ -	$ -	$ -
Motel/Other Lodging Facilities	Room	0.00	$ -	$ -	$ -	$ -
RECREATIONAL						
Driving Range	Tee	0.00	$ -	$ -	$ -	$ -
Golf Course	Acre	0.00	$ -	$ -	$ -	$ -
Health/Rec. Clubs and Facilities	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Ice Rink	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Miniature Golf	Hole	0.00	$ -	$ -	$ -	$ -
Multiplex Movie Theater	Screen	0.00	$ -	$ -	$ -	$ -
Raquet / Tennis Club	Court	0.00	$ -	$ -	$ -	$ -
INSTITUTIONAL						
Church	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Day Care Center	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Primary/Middle School (1-8)	Student	0.00	$ -	$ -	$ -	$ -
High School (9-12)	Student	0.00	$ -	$ -	$ -	$ -
Jr/Community College	Student	0.00	$ -	$ -	$ -	$ -
University/College	Student	0.00	$ -	$ -	$ -	$ -
MEDICAL						
Clinic	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Hospital	Bed	0.00	$ -	$ -	$ -	$ -
Nursing Home	Bed	0.00	$ -	$ -	$ -	$ -
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
General Office Building	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Medical/Dental Office	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Single Tenant Office Building	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Office Park	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Automobile Parts Sales	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Gasoline/Service Station with Convenience Market	Fueling Position	0.00	$ -	$ -	$ -	$ -
New and Used Car Sales	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Quick Lubrication Vehicle Center	Service Position	0.00	$ -	$ -	$ -	$ -
Self-Service Car Wash	Stall	0.00	$ -	$ -	$ -	$ -
Automated Car Wash	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Tire Store	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Dining						
Fast Food Restaurant	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
High Turnover (Sit-down) Restaurant	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Sit-Down Restaurant	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Garden Center (Nursery)	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Home Improvement Superstore	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Pharmacy/Drugstore	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Shopping Center	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Supermarket	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Toy/Children's Superstore	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
SERVICES						
Bank (Walk-In)	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Bank (Drive-In)	Drive-in Lane	0.00	$ -	$ -	$ -	$ -

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2007-2008 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE C THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table C, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between November 10, 2008 and November 19, 2013 for which no replatting is necessary)

SERVICE AREA G

Actual fee charged per service unit if date of recordation of final plat is between November 10, 2008 and November 19, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	32.82	$ 696	$ 694	$ 251.01	$ 263.53
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.91	$ 696	$ 694	$ 191.85	$ 201.43
General Heavy Industrial	1,000 SF GFA	3.41	$ 696	$ 694	$ 321.11	$ 336.95
Industrial Park	1,000 SF GFA	4.31	$ 696	$ 694	$ 318.33	$ 334.11
Warehousing	1,000 SF GFA	3.19	$ 696	$ 694	$ 331.03	$ 344.20
Mini-Warehouse	1,000 SF GFA	1.41	$ 696	$ 694	$ 314.89	$ 330.50
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	6.06	$ 696	$ 694	$ 577.56	$ 627.07
Apartment/Multi-family	Dwelling Unit	3.72	$ 696	$ 694	$ 635.00	$ 635.00
Residential Condominium/Townhouse	Dwelling Unit	3.12	$ 696	$ 694	$ 634.00	$ 634.00
Mobile Home Park	Dwelling Unit	3.54	$ 696	$ 694	$ 634.00	$ 634.00
Assisted Living	Bed	1.32	$ 696	$ 694	$ 634.00	$ 634.00
LODGING						
Hotel	Room	1.90	$ 696	$ 694	$ 331.05	$ 331.05
Motel/Other Lodging Facilities	Room	1.51	$ 696	$ 694	$ 330.46	$ 346.36
RECREATIONAL						
Driving Range	Tee	4.02	$ 696	$ 694	$ 328.61	$ 345.02
Golf Course	Acre	0.96	$ 696	$ 694	$ 418.75	$ 439.58
Health/Rec. Clubs and Facilities	1,000 SF GFA	5.27	$ 696	$ 694	$ 205.69	$ 215.94
Ice Rink	1,000 SF GFA	7.59	$ 696	$ 694	$ 203.43	$ 213.57
Miniature Golf	Hole	1.06	$ 696	$ 694	$ 328.30	$ 344.34
Multiplex Movie Theater	Screen	43.85	$ 696	$ 694	$ 118.00	$ 123.88
Raquet / Tennis Club	Court	10.77	$ 696	$ 694	$ 98.61	$ 103.53
INSTITUTIONAL						
Church	1,000 SF GFA	1.39	$ 696	$ 694	$ 304.32	$ 319.42
Day Care Center	1,000 SF GFA	27.68	$ 696	$ 694	$ 86.34	$ 90.64
Primary/Middle School (1-8)	Student	0.32	$ 696	$ 694	$ 259.38	$ 271.88
High School (9-12)	Student	0.29	$ 696	$ 694	$ 286.21	$ 300.00
Jr/Community College	Student	0.25	$ 696	$ 694	$ 324.00	$ 340.00
University/College	Student	0.44	$ 696	$ 694	$ 295.45	$ 309.09
MEDICAL						
Clinic	1,000 SF GFA	19.55	$ 696	$ 694	$ 198.82	$ 208.75
Hospital	Bed	4.91	$ 696	$ 694	$ 227.29	$ 227.29
Nursing Home	Bed	0.83	$ 696	$ 694	$ 302.41	$ 316.87
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	7.64	$ 696	$ 694	$ 222.91	$ 222.91
General Office Building	1,000 SF GFA	8.14	$ 696	$ 694	$ 223.34	$ 223.34
Medical/Dental Office	1,000 SF GFA	20.31	$ 696	$ 694	$ 213.93	$ 213.93
Single Tenant Office Building	1,000 SF GFA	9.45	$ 696	$ 694	$ 222.86	$ 222.86
Office Park	1,000 SF GFA	8.19	$ 696	$ 694	$ 222.95	$ 222.95
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.53	$ 696	$ 694	$ 245.79	$ 258.04
Automobile Parts Sales	1,000 SF GFA	10.96	$ 696	$ 694	$ 228.19	$ 239.60
Gasoline/Service Station with Convenience Market	Fueling Position	3.53	$ 696	$ 694	$ 87.25	$ 91.50
New and Used Car Sales	1,000 SF GFA	6.78	$ 696	$ 694	$ 214.31	$ 224.93
Quick Lubrication Vehicle Center	Service Position	10.00	$ 696	$ 694	$ 85.70	$ 89.90
Self-Service Car Wash	Stall	1.99	$ 696	$ 694	$ 257.79	$ 270.35
Automated Car Wash	1,000 SF GFA	4.19	$ 696	$ 694	$ 103.10	$ 108.26
Tire Store	1,000 SF GFA	11.64	$ 696	$ 694	$ 215.29	$ 226.03
Dining						
Fast Food Restaurant	1,000 SF GFA	41.48	$ 696	$ 694	$ 91.97	$ 96.55
High Turnover (Sit-down) Restaurant	1,000 SF GFA	14.90	$ 696	$ 694	$ 101.54	$ 101.54
Sit-Down Restaurant	1,000 SF GFA	10.04	$ 696	$ 694	$ 199.00	$ 199.00
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	11.38	$ 696	$ 694	$ 196.49	$ 206.24
Garden Center (Nursery)	1,000 SF GFA	8.55	$ 696	$ 694	$ 341.99	$ 359.06
Home Improvement Superstore	1,000 SF GFA	5.53	$ 696	$ 694	$ 341.95	$ 358.95
Pharmacy/Drugstore	1,000 SF GFA	14.15	$ 696	$ 694	$ 207.42	$ 217.74
Shopping Center	1,000 SF GFA	7.97	$ 696	$ 694	$ 275.28	$ 275.28
Supermarket	1,000 SF GFA	21.51	$ 696	$ 694	$ 224.92	$ 224.92
Toy/Children's Superstore	1,000 SF GFA	11.22	$ 696	$ 694	$ 208.29	$ 218.63
SERVICES						
Bank (Walk-In)	1,000 SF GFA	33.71	$ 696	$ 694	$ 92.38	$ 96.97
Bank (Drive-In)	Drive-in Lane	41.09	$ 696	$ 694	$ 121.49	$ 127.55

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2007-2008 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE C THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table C, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between November 10, 2008 and November 19, 2013 for which no replatting is necessary)

SERVICE AREA H

Actual fee charged per service unit if date of recordation of final plat is between November 10, 2008 and November 19, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	30.46	$ 497	$ 489	$ 298.46	$ 313.36
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.56	$ 497	$ 489	$ 213.38	$ 223.90
General Heavy Industrial	1,000 SF GFA	3.16	$ 497	$ 489	$ 276.27	$ 289.87
Industrial Park	1,000 SF GFA	4.00	$ 497	$ 489	$ 272.50	$ 286.00
Warehousing	1,000 SF GFA	2.74	$ 497	$ 489	$ 213.50	$ 213.50
Mini-Warehouse	1,000 SF GFA	1.21	$ 497	$ 489	$ 274.38	$ 287.60
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	4.70	$ 497	$ 489	$ 388.72	$ 388.72
Apartment/Multi-family	Dwelling Unit	2.88	$ 497	$ 489	$ 393.00	$ 393.00
Residential Condominium/Townhouse	Dwelling Unit	2.42	$ 497	$ 489	$ 392.00	$ 392.00
Mobile Home Park	Dwelling Unit	2.74	$ 497	$ 489	$ 392.00	$ 392.00
Assisted Living	Bed	1.02	$ 497	$ 489	$ 392.00	$ 392.00
LODGING						
Hotel	Room	1.90	$ 497	$ 489	$ 282.63	$ 282.63
Motel/Other Lodging Facilities	Room	1.51	$ 497	$ 489	$ 282.12	$ 296.03
RECREATIONAL						
Driving Range	Tee	4.02	$ 497	$ 489	$ 279.85	$ 293.78
Golf Course	Acre	0.96	$ 497	$ 489	$ 392.00	$ 392.00
Health/Rec. Clubs and Facilities	1,000 SF GFA	5.27	$ 497	$ 489	$ 229.79	$ 241.18
Ice Rink	1,000 SF GFA	7.59	$ 497	$ 489	$ 165.61	$ 173.78
Miniature Golf	Hole	1.06	$ 497	$ 489	$ 279.25	$ 292.45
Multiplex Movie Theater	Screen	43.85	$ 497	$ 489	$ 103.88	$ 109.08
Raquet / Tennis Club	Court	10.77	$ 497	$ 489	$ 93.31	$ 97.96
INSTITUTIONAL						
Church	1,000 SF GFA	1.39	$ 497	$ 489	$ 247.48	$ 259.71
Day Care Center	1,000 SF GFA	27.68	$ 497	$ 489	$ 62.28	$ 65.39
Primary/Middle School (1-8)	Student	0.32	$ 497	$ 489	$ 187.50	$ 196.88
High School (9-12)	Student	0.29	$ 497	$ 489	$ 224.14	$ 234.48
Jr/Community College	Student	0.25	$ 497	$ 489	$ 276.00	$ 288.00
University/College	Student	0.44	$ 497	$ 489	$ 234.09	$ 245.45
MEDICAL						
Clinic	1,000 SF GFA	19.55	$ 497	$ 489	$ 159.44	$ 167.37
Hospital	Bed	4.91	$ 497	$ 489	$ 258.45	$ 258.45
Nursing Home	Bed	0.83	$ 497	$ 489	$ 244.58	$ 256.63
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	6.51	$ 497	$ 489	$ 264.82	$ 264.82
General Office Building	1,000 SF GFA	6.93	$ 497	$ 489	$ 265.51	$ 265.51
Medical/Dental Office	1,000 SF GFA	17.30	$ 497	$ 489	$ 189.60	$ 189.60
Single Tenant Office Building	1,000 SF GFA	8.04	$ 497	$ 489	$ 264.80	$ 264.80
Office Park	1,000 SF GFA	6.98	$ 497	$ 489	$ 264.90	$ 264.90
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.53	$ 497	$ 489	$ 283.31	$ 297.40
Automobile Parts Sales	1,000 SF GFA	10.96	$ 497	$ 489	$ 198.72	$ 208.58
Gasoline/Service Station with Convenience Market	Fueling Position	3.53	$ 497	$ 489	$ 206.52	$ 216.71
New and Used Car Sales	1,000 SF GFA	6.78	$ 497	$ 489	$ 241.15	$ 253.10
Quick Lubrication Vehicle Center	Service Position	10.00	$ 497	$ 489	$ 64.30	$ 67.50
Self-Service Car Wash	Stall	1.99	$ 497	$ 489	$ 201.01	$ 211.06
Automated Car Wash	1,000 SF GFA	4.19	$ 497	$ 489	$ 244.39	$ 256.61
Tire Store	1,000 SF GFA	11.64	$ 497	$ 489	$ 181.44	$ 190.46
Dining						
Fast Food Restaurant	1,000 SF GFA	41.48	$ 497	$ 489	$ 69.77	$ 73.24
High Turnover (Sit-down) Restaurant	1,000 SF GFA	14.90	$ 497	$ 489	$ 143.69	$ 143.69
Sit-Down Restaurant	1,000 SF GFA	10.04	$ 497	$ 489	$ 159.76	$ 159.76
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	11.38	$ 497	$ 489	$ 156.24	$ 163.97
Garden Center (Nursery)	1,000 SF GFA	8.55	$ 497	$ 489	$ 244.44	$ 256.61
Home Improvement Superstore	1,000 SF GFA	5.53	$ 497	$ 489	$ 244.48	$ 256.60
Pharmacy/Drugstore	1,000 SF GFA	14.15	$ 497	$ 489	$ 170.95	$ 179.43
Shopping Center	1,000 SF GFA	7.97	$ 497	$ 489	$ 322.58	$ 322.58
Supermarket	1,000 SF GFA	21.51	$ 497	$ 489	$ 194.24	$ 194.24
Toy/Children's Superstore	1,000 SF GFA	11.22	$ 497	$ 489	$ 155.35	$ 163.10
SERVICES						
Bank (Walk-In)	1,000 SF GFA	33.71	$ 497	$ 489	$ 70.34	$ 73.84
Bank (Drive-In)	Drive-in Lane	41.09	$ 497	$ 489	$ 91.55	$ 96.11

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2007-2008 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE C THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table C, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between November 10, 2008 and November 19, 2013 for which no replatting is necessary)

SERVICE AREA I

Actual fee charged per service unit if date of recordation of final plat is between November 10, 2008 and November 19, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	32.82	$ 641	$ 641	$ 281.57	$ 295.64
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.91	$ 641	$ 641	$ 191.85	$ 201.43
General Heavy Industrial	1,000 SF GFA	3.41	$ 641	$ 641	$ 338.42	$ 355.13
Industrial Park	1,000 SF GFA	4.31	$ 641	$ 641	$ 334.34	$ 351.04
Warehousing	1,000 SF GFA	3.19	$ 641	$ 641	$ 353.29	$ 370.85
Mini-Warehouse	1,000 SF GFA	1.41	$ 641	$ 641	$ 329.08	$ 345.39
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	6.06	$ 641	$ 641	$ 577.56	$ 627.07
Apartment/Multi-family	Dwelling Unit	3.72	$ 641	$ 641	$ 640.00	$ 640.00
Residential Condominium/Townhouse	Dwelling Unit	3.12	$ 641	$ 641	$ 640.00	$ 640.00
Mobile Home Park	Dwelling Unit	3.54	$ 641	$ 641	$ 640.00	$ 640.00
Assisted Living	Bed	1.32	$ 641	$ 641	$ 640.00	$ 640.00
LODGING						
Hotel	Room	1.90	$ 641	$ 641	$ 353.16	$ 353.16
Motel/Other Lodging Facilities	Room	1.51	$ 641	$ 641	$ 352.98	$ 370.20
RECREATIONAL						
Driving Range	Tee	4.02	$ 641	$ 641	$ 349.75	$ 367.16
Golf Course	Acre	0.96	$ 641	$ 641	$ 567.71	$ 595.83
Health/Rec. Clubs and Facilities	1,000 SF GFA	5.27	$ 641	$ 641	$ 212.90	$ 223.53
Ice Rink	1,000 SF GFA	7.59	$ 641	$ 641	$ 209.49	$ 219.89
Miniature Golf	Hole	1.06	$ 641	$ 641	$ 349.06	$ 366.04
Multiplex Movie Theater	Screen	43.85	$ 641	$ 641	$ 128.02	$ 134.41
Raquet / Tennis Club	Court	10.77	$ 641	$ 641	$ 133.70	$ 140.39
INSTITUTIONAL						
Church	1,000 SF GFA	1.39	$ 641	$ 641	$ 312.95	$ 328.06
Day Care Center	1,000 SF GFA	27.68	$ 641	$ 641	$ 81.43	$ 85.48
Primary/Middle School (1-8)	Student	0.32	$ 641	$ 641	$ 243.75	$ 253.13
High School (9-12)	Student	0.29	$ 641	$ 641	$ 286.21	$ 300.00
Jr/Community College	Student	0.25	$ 641	$ 641	$ 344.00	$ 360.00
University/College	Student	0.44	$ 641	$ 641	$ 300.00	$ 313.64
MEDICAL						
Clinic	1,000 SF GFA	19.55	$ 641	$ 641	$ 202.46	$ 212.53
Hospital	Bed	4.91	$ 641	$ 641	$ 325.66	$ 325.66
Nursing Home	Bed	0.83	$ 641	$ 641	$ 310.84	$ 325.30
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	7.64	$ 641	$ 641	$ 239.14	$ 239.14
General Office Building	1,000 SF GFA	8.14	$ 641	$ 641	$ 239.68	$ 239.68
Medical/Dental Office	1,000 SF GFA	20.31	$ 641	$ 641	$ 232.79	$ 232.79
Single Tenant Office Building	1,000 SF GFA	9.45	$ 641	$ 641	$ 238.94	$ 238.94
Office Park	1,000 SF GFA	8.19	$ 641	$ 641	$ 239.19	$ 239.19
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.53	$ 641	$ 641	$ 353.91	$ 371.52
Automobile Parts Sales	1,000 SF GFA	10.96	$ 641	$ 641	$ 247.08	$ 259.40
Gasoline/Service Station with Convenience Market	Fueling Position	3.53	$ 641	$ 641	$ 266.57	$ 279.89
New and Used Car Sales	1,000 SF GFA	6.78	$ 641	$ 641	$ 225.96	$ 237.17
Quick Lubrication Vehicle Center	Service Position	10.00	$ 641	$ 641	$ 83.70	$ 87.80
Self-Service Car Wash	Stall	1.99	$ 641	$ 641	$ 260.80	$ 273.37
Automated Car Wash	1,000 SF GFA	4.19	$ 641	$ 641	$ 320.29	$ 336.31
Tire Store	1,000 SF GFA	11.64	$ 641	$ 641	$ 227.49	$ 238.83
Dining						
Fast Food Restaurant	1,000 SF GFA	41.48	$ 641	$ 641	$ 89.95	$ 94.43
High Turnover (Sit-down) Restaurant	1,000 SF GFA	14.90	$ 641	$ 641	$ 184.56	$ 184.56
Sit-Down Restaurant	1,000 SF GFA	10.04	$ 641	$ 641	$ 202.79	$ 202.79
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	11.38	$ 641	$ 641	$ 198.86	$ 208.79
Garden Center (Nursery)	1,000 SF GFA	8.55	$ 641	$ 641	$ 320.47	$ 336.49
Home Improvement Superstore	1,000 SF GFA	5.53	$ 641	$ 641	$ 320.43	$ 336.35
Pharmacy/Drugstore	1,000 SF GFA	14.15	$ 641	$ 641	$ 215.55	$ 226.29
Shopping Center	1,000 SF GFA	7.97	$ 641	$ 641	$ 398.49	$ 398.49
Supermarket	1,000 SF GFA	21.51	$ 641	$ 641	$ 242.03	$ 242.03
Toy/Children's Superstore	1,000 SF GFA	11.22	$ 641	$ 641	$ 231.37	$ 242.87
SERVICES						
Bank (Walk-In)	1,000 SF GFA	33.71	$ 641	$ 641	$ 90.57	$ 95.08
Bank (Drive-In)	Drive-in Lane	41.09	$ 641	$ 641	$ 118.25	$ 124.14

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2007-2008 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE C THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table C, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between November 10, 2008 and November 19, 2013 for which no replatting is necessary)

SERVICE AREA J

Actual fee charged per service unit if date of recordation of final plat is between November 10, 2008 and November 19, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	32.82	$ 719	$ 719	$ 319.17	$ 335.10
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.91	$ 719	$ 719	$ 216.09	$ 226.88
General Heavy Industrial	1,000 SF GFA	3.41	$ 719	$ 719	$ 382.11	$ 401.17
Industrial Park	1,000 SF GFA	4.31	$ 719	$ 719	$ 377.73	$ 396.52
Warehousing	1,000 SF GFA	3.19	$ 719	$ 719	$ 399.37	$ 419.12
Mini-Warehouse	1,000 SF GFA	1.41	$ 719	$ 719	$ 371.63	$ 390.07
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	6.06	$ 719	$ 719	$ 577.56	$ 627.07
Apartment/Multi-family	Dwelling Unit	3.72	$ 719	$ 719	$ 718.00	$ 718.00
Residential Condominium/Townhouse	Dwelling Unit	3.12	$ 719	$ 719	$ 718.00	$ 718.00
Mobile Home Park	Dwelling Unit	3.54	$ 719	$ 719	$ 718.00	$ 718.00
Assisted Living	Bed	1.32	$ 719	$ 719	$ 718.00	$ 718.00
LODGING						
Hotel	Room	1.90	$ 719	$ 719	$ 399.47	$ 399.47
Motel/Other Lodging Facilities	Room	1.51	$ 719	$ 719	$ 398.68	$ 418.54
RECREATIONAL						
Driving Range	Tee	4.02	$ 719	$ 719	$ 395.52	$ 415.17
Golf Course	Acre	0.96	$ 719	$ 719	$ 643.75	$ 675.00
Health/Rec. Clubs and Facilities	1,000 SF GFA	5.27	$ 719	$ 719	$ 240.23	$ 252.18
Ice Rink	1,000 SF GFA	7.59	$ 719	$ 719	$ 236.36	$ 248.09
Miniature Golf	Hole	1.06	$ 719	$ 719	$ 395.28	$ 414.15
Multiplex Movie Theater	Screen	43.85	$ 719	$ 719	$ 146.32	$ 153.61
Raquet / Tennis Club	Court	10.77	$ 719	$ 719	$ 109.75	$ 115.23
INSTITUTIONAL						
Church	1,000 SF GFA	1.39	$ 719	$ 719	$ 353.24	$ 370.50
Day Care Center	1,000 SF GFA	27.68	$ 719	$ 719	$ 91.37	$ 95.92
Primary/Middle School (1-8)	Student	0.32	$ 719	$ 719	$ 275.00	$ 287.50
High School (9-12)	Student	0.29	$ 719	$ 719	$ 324.14	$ 337.93
Jr/Community College	Student	0.25	$ 719	$ 719	$ 388.00	$ 404.00
University/College	Student	0.44	$ 719	$ 719	$ 336.36	$ 352.27
MEDICAL						
Clinic	1,000 SF GFA	19.55	$ 719	$ 719	$ 228.29	$ 239.69
Hospital	Bed	4.91	$ 719	$ 719	$ 367.82	$ 367.82
Nursing Home	Bed	0.83	$ 719	$ 719	$ 350.60	$ 367.47
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	7.64	$ 719	$ 719	$ 270.29	$ 270.29
General Office Building	1,000 SF GFA	8.14	$ 719	$ 719	$ 271.01	$ 271.01
Medical/Dental Office	1,000 SF GFA	20.31	$ 719	$ 719	$ 254.60	$ 254.60
Single Tenant Office Building	1,000 SF GFA	9.45	$ 719	$ 719	$ 270.16	$ 270.16
Office Park	1,000 SF GFA	8.19	$ 719	$ 719	$ 270.45	$ 270.45
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.53	$ 719	$ 719	$ 400.15	$ 420.06
Automobile Parts Sales	1,000 SF GFA	10.96	$ 719	$ 719	$ 279.56	$ 293.52
Gasoline/Service Station with Convenience Market	Fueling Position	3.53	$ 719	$ 719	$ 209.92	$ 220.40
New and Used Car Sales	1,000 SF GFA	6.78	$ 719	$ 719	$ 255.31	$ 267.99
Quick Lubrication Vehicle Center	Service Position	10.00	$ 719	$ 719	$ 94.00	$ 98.70
Self-Service Car Wash	Stall	1.99	$ 719	$ 719	$ 292.96	$ 307.54
Automated Car Wash	1,000 SF GFA	4.19	$ 719	$ 719	$ 240.10	$ 252.11
Tire Store	1,000 SF GFA	11.64	$ 719	$ 719	$ 257.04	$ 269.85
Dining						
Fast Food Restaurant	1,000 SF GFA	41.48	$ 719	$ 719	$ 101.16	$ 106.20
High Turnover (Sit-down) Restaurant	1,000 SF GFA	14.90	$ 719	$ 719	$ 207.72	$ 207.72
Sit-Down Restaurant	1,000 SF GFA	10.04	$ 719	$ 719	$ 228.69	$ 228.69
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	11.38	$ 719	$ 719	$ 224.17	$ 235.33
Garden Center (Nursery)	1,000 SF GFA	8.55	$ 719	$ 719	$ 359.42	$ 377.31
Home Improvement Superstore	1,000 SF GFA	5.53	$ 719	$ 719	$ 359.49	$ 377.40
Pharmacy/Drugstore	1,000 SF GFA	14.15	$ 719	$ 719	$ 243.32	$ 255.48
Shopping Center	1,000 SF GFA	7.97	$ 719	$ 719	$ 451.32	$ 451.32
Supermarket	1,000 SF GFA	21.51	$ 719	$ 719	$ 271.97	$ 271.97
Toy/Children's Superstore	1,000 SF GFA	11.22	$ 719	$ 719	$ 225.76	$ 236.99
SERVICES						
Bank (Walk-In)	1,000 SF GFA	33.71	$ 719	$ 719	$ 101.90	$ 106.97
Bank (Drive-In)	Drive-in Lane	41.09	$ 719	$ 719	$ 132.94	$ 139.57

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2007-2008 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE C THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table C, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between November 10, 2008 and November 19, 2013 for which no replatting is necessary)

SERVICE AREA K

Actual fee charged per service unit if date of recordation of final plat is between November 10, 2008 and November 19, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	32.82	$ 1,153	$ 1,153	$ 412.71	$ 433.33
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.91	$ 1,153	$ 1,153	$ 239.31	$ 251.12
General Heavy Industrial	1,000 SF GFA	3.41	$ 1,153	$ 1,153	$ 388.86	$ 408.21
Industrial Park	1,000 SF GFA	4.31	$ 1,153	$ 1,153	$ 384.69	$ 403.71
Warehousing	1,000 SF GFA	3.13	$ 1,153	$ 1,153	$ 406.39	$ 426.52
Mini-Warehouse	1,000 SF GFA	1.38	$ 1,153	$ 1,153	$ 525.36	$ 551.45
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	5.35	$ 1,153	$ 1,153	$ 654.21	$ 710.28
Apartment/Multi-family	Dwelling Unit	3.29	$ 1,153	$ 1,153	$ 1,152.00	$ 1,152.00
Residential Condominium/Townhouse	Dwelling Unit	2.76	$ 1,153	$ 1,153	$ 1,152.00	$ 1,152.00
Mobile Home Park	Dwelling Unit	3.13	$ 1,153	$ 1,153	$ 1,152.00	$ 1,152.00
Assisted Living	Bed	1.17	$ 1,153	$ 1,153	$ 1,152.00	$ 1,152.00
LODGING						
Hotel	Room	1.90	$ 1,153	$ 1,153	$ 547.89	$ 547.89
Motel/Other Lodging Facilities	Room	1.51	$ 1,153	$ 1,153	$ 547.68	$ 574.83
RECREATIONAL						
Driving Range	Tee	4.02	$ 1,153	$ 1,153	$ 400.50	$ 420.40
Golf Course	Acre	0.96	$ 1,153	$ 1,153	$ 685.42	$ 718.75
Health/Rec. Clubs and Facilities	1,000 SF GFA	5.27	$ 1,153	$ 1,153	$ 247.44	$ 259.77
Ice Rink	1,000 SF GFA	7.59	$ 1,153	$ 1,153	$ 207.11	$ 217.39
Miniature Golf	Hole	1.06	$ 1,153	$ 1,153	$ 544.34	$ 570.75
Multiplex Movie Theater	Screen	43.85	$ 1,153	$ 1,153	$ 193.73	$ 203.40
Raquet / Tennis Club	Court	10.77	$ 1,153	$ 1,153	$ 118.11	$ 123.96
INSTITUTIONAL						
Church	1,000 SF GFA	1.39	$ 1,153	$ 1,153	$ 506.47	$ 531.65
Day Care Center	1,000 SF GFA	27.68	$ 1,153	$ 1,153	$ 145.45	$ 152.71
Primary/Middle School (1-8)	Student	0.32	$ 1,153	$ 1,153	$ 437.50	$ 459.38
High School (9-12)	Student	0.29	$ 1,153	$ 1,153	$ 479.31	$ 500.00
Jr/Community College	Student	0.25	$ 1,153	$ 1,153	$ 540.00	$ 564.00
University/College	Student	0.44	$ 1,153	$ 1,153	$ 493.18	$ 515.91
MEDICAL						
Clinic	1,000 SF GFA	19.55	$ 1,153	$ 1,153	$ 229.26	$ 240.72
Hospital	Bed	4.91	$ 1,153	$ 1,153	$ 375.76	$ 375.76
Nursing Home	Bed	0.83	$ 1,153	$ 1,153	$ 504.82	$ 528.92
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	7.42	$ 1,153	$ 1,153	$ 371.56	$ 371.56
General Office Building	1,000 SF GFA	7.90	$ 1,153	$ 1,153	$ 372.15	$ 372.15
Medical/Dental Office	1,000 SF GFA	19.72	$ 1,153	$ 1,153	$ 255.68	$ 255.68
Single Tenant Office Building	1,000 SF GFA	9.17	$ 1,153	$ 1,153	$ 371.43	$ 371.43
Office Park	1,000 SF GFA	7.95	$ 1,153	$ 1,153	$ 371.70	$ 371.70
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.53	$ 1,153	$ 1,153	$ 404.75	$ 424.96
Automobile Parts Sales	1,000 SF GFA	10.96	$ 1,153	$ 1,153	$ 331.75	$ 348.27
Gasoline/Service Station with Convenience Market	Fueling Position	3.53	$ 1,153	$ 1,153	$ 171.10	$ 179.60
New and Used Car Sales	1,000 SF GFA	6.78	$ 1,153	$ 1,153	$ 355.60	$ 373.30
Quick Lubrication Vehicle Center	Service Position	10.00	$ 1,153	$ 1,153	$ 147.80	$ 155.10
Self-Service Car Wash	Stall	1.99	$ 1,153	$ 1,153	$ 164.82	$ 172.86
Automated Car Wash	1,000 SF GFA	4.19	$ 1,153	$ 1,153	$ 218.38	$ 229.30
Tire Store	1,000 SF GFA	11.64	$ 1,153	$ 1,153	$ 314.26	$ 329.90
Dining						
Fast Food Restaurant	1,000 SF GFA	41.48	$ 1,153	$ 1,153	$ 154.19	$ 161.89
High Turnover (Sit-down) Restaurant	1,000 SF GFA	14.90	$ 1,153	$ 1,153	$ 169.06	$ 169.06
Sit-Down Restaurant	1,000 SF GFA	10.04	$ 1,153	$ 1,153	$ 331.87	$ 331.87
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	11.38	$ 1,153	$ 1,153	$ 327.86	$ 344.20
Garden Center (Nursery)	1,000 SF GFA	8.55	$ 1,153	$ 1,153	$ 576.49	$ 605.26
Home Improvement Superstore	1,000 SF GFA	5.53	$ 1,153	$ 1,153	$ 576.49	$ 605.24
Pharmacy/Drugstore	1,000 SF GFA	14.15	$ 1,153	$ 1,153	$ 239.01	$ 250.95
Shopping Center	1,000 SF GFA	7.97	$ 1,153	$ 1,153	$ 450.44	$ 450.44
Supermarket	1,000 SF GFA	21.51	$ 1,153	$ 1,153	$ 271.97	$ 271.97
Toy/Children's Superstore	1,000 SF GFA	11.22	$ 1,153	$ 1,153	$ 288.24	$ 302.58
SERVICES						
Bank (Walk-In)	1,000 SF GFA	33.71	$ 1,153	$ 1,153	$ 154.85	$ 162.59
Bank (Drive-In)	Drive-in Lane	41.09	$ 1,153	$ 1,153	$ 203.83	$ 214.02

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2007-2008 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE C THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table C, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between November 10, 2008 and November 19, 2013 for which no replatting is necessary)

SERVICE AREA L

Actual fee charged per service unit if date of recordation of final plat is between November 10, 2008 and November 19, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	22.93	$ 1,281	$ 1,281	$ 423.90	$ 445.09
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	3.43	$ 1,281	$ 1,281	$ 323.53	$ 339.65
General Heavy Industrial	1,000 SF GFA	2.38	$ 1,281	$ 1,281	$ 541.89	$ 568.91
Industrial Park	1,000 SF GFA	3.01	$ 1,281	$ 1,281	$ 393.19	$ 412.62
Warehousing	1,000 SF GFA	2.07	$ 1,281	$ 1,281	$ 568.26	$ 596.62
Mini-Warehouse	1,000 SF GFA	0.91	$ 1,281	$ 1,281	$ 540.00	$ 565.93
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	3.54	$ 1,281	$ 1,281	$ 988.70	$ 1,073.45
Apartment/Multi-family	Dwelling Unit	2.17	$ 1,281	$ 1,281	$ 1,280.00	$ 1,280.00
Residential Condominium/Townhouse	Dwelling Unit	1.82	$ 1,281	$ 1,281	$ 1,280.00	$ 1,280.00
Mobile Home Park	Dwelling Unit	2.07	$ 1,281	$ 1,281	$ 1,280.00	$ 1,280.00
Assisted Living	Bed	0.77	$ 1,281	$ 1,281	$ 1,280.00	$ 1,280.00
LODGING						
Hotel	Room	1.90	$ 1,281	$ 1,281	$ 520.58	$ 520.58
Motel/Other Lodging Facilities	Room	1.51	$ 1,281	$ 1,281	$ 520.33	$ 545.70
RECREATIONAL						
Driving Range	Tee	4.02	$ 1,281	$ 1,281	$ 373.66	$ 392.29
Golf Course	Acre	0.96	$ 1,281	$ 1,281	$ 625.31	$ 656.25
Health/Rec. Clubs and Facilities	1,000 SF GFA	5.27	$ 1,281	$ 1,281	$ 243.87	$ 255.98
Ice Rink	1,000 SF GFA	7.59	$ 1,281	$ 1,281	$ 208.10	$ 218.45
Miniature Golf	Hole	1.06	$ 1,281	$ 1,281	$ 517.08	$ 542.45
Multiplex Movie Theater	Screen	43.85	$ 1,281	$ 1,281	$ 182.60	$ 191.72
Raquet / Tennis Club	Court	10.77	$ 1,281	$ 1,281	$ 76.13	$ 79.85
INSTITUTIONAL						
Church	1,000 SF GFA	1.39	$ 1,281	$ 1,281	$ 488.85	$ 512.95
Day Care Center	1,000 SF GFA	27.68	$ 1,281	$ 1,281	$ 145.11	$ 152.35
Primary/Middle School (1-8)	Student	0.32	$ 1,281	$ 1,281	$ 435.94	$ 456.25
High School (9-12)	Student	0.29	$ 1,281	$ 1,281	$ 468.62	$ 489.66
Jr/Community College	Student	0.25	$ 1,281	$ 1,281	$ 511.20	$ 536.00
University/College	Student	0.44	$ 1,281	$ 1,281	$ 478.64	$ 502.27
MEDICAL						
Clinic	1,000 SF GFA	18.13	$ 1,281	$ 1,281	$ 224.53	$ 235.74
Hospital	Bed	4.55	$ 1,281	$ 1,281	$ 360.20	$ 360.20
Nursing Home	Bed	0.77	$ 1,281	$ 1,281	$ 493.25	$ 516.88
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	4.90	$ 1,281	$ 1,281	$ 384.24	$ 384.24
General Office Building	1,000 SF GFA	5.22	$ 1,281	$ 1,281	$ 385.00	$ 385.00
Medical/Dental Office	1,000 SF GFA	13.02	$ 1,281	$ 1,281	$ 333.11	$ 333.11
Single Tenant Office Building	1,000 SF GFA	6.06	$ 1,281	$ 1,281	$ 384.06	$ 384.06
Office Park	1,000 SF GFA	5.25	$ 1,281	$ 1,281	$ 384.34	$ 384.34
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.53	$ 1,281	$ 1,281	$ 376.95	$ 395.71
Automobile Parts Sales	1,000 SF GFA	10.96	$ 1,281	$ 1,281	$ 273.94	$ 287.59
Gasoline/Service Station with Convenience Market	Fueling Position	3.53	$ 1,281	$ 1,281	$ 164.70	$ 172.80
New and Used Car Sales	1,000 SF GFA	6.78	$ 1,281	$ 1,281	$ 339.56	$ 356.49
Quick Lubrication Vehicle Center	Service Position	10.00	$ 1,281	$ 1,281	$ 146.88	$ 154.20
Self-Service Car Wash	Stall	1.99	$ 1,281	$ 1,281	$ 160.10	$ 167.84
Automated Car Wash	1,000 SF GFA	4.19	$ 1,281	$ 1,281	$ 254.11	$ 266.82
Tire Store	1,000 SF GFA	11.64	$ 1,281	$ 1,281	$ 263.43	$ 276.55
Dining						
Fast Food Restaurant	1,000 SF GFA	41.48	$ 1,281	$ 1,281	$ 151.77	$ 159.35
High Turnover (Sit-down) Restaurant	1,000 SF GFA	14.90	$ 1,281	$ 1,281	$ 163.09	$ 163.09
Sit-Down Restaurant	1,000 SF GFA	10.04	$ 1,281	$ 1,281	$ 321.45	$ 321.45
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	11.38	$ 1,281	$ 1,281	$ 174.31	$ 182.95
Garden Center (Nursery)	1,000 SF GFA	8.55	$ 1,281	$ 1,281	$ 288.21	$ 302.57
Home Improvement Superstore	1,000 SF GFA	5.53	$ 1,281	$ 1,281	$ 576.29	$ 605.06
Pharmacy/Drugstore	1,000 SF GFA	14.15	$ 1,281	$ 1,281	$ 204.23	$ 214.42
Shopping Center	1,000 SF GFA	7.97	$ 1,281	$ 1,281	$ 411.83	$ 411.83
Supermarket	1,000 SF GFA	21.51	$ 1,281	$ 1,281	$ 208.03	$ 208.03
Toy/Children's Superstore	1,000 SF GFA	11.22	$ 1,281	$ 1,281	$ 207.99	$ 218.36
SERVICES						
Bank (Walk-In)	1,000 SF GFA	33.71	$ 1,281	$ 1,281	$ 152.29	$ 159.89
Bank (Drive-In)	Drive-in Lane	41.09	$ 1,281	$ 1,281	$ 201.02	$ 211.05

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2007-2008 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE C THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table C, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is between November 10, 2008 and November 19, 2013 for which no replatting is necessary)

SERVICE AREA M

Actual fee charged per service unit if date of recordation of final plat is between November 10, 2008 and November 19, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	0.00	$ -	$ -	$ -	$ -
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
General Heavy Industrial	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Industrial Park	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Warehousing	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Mini-Warehouse	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Apartment/Multi-family	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Residential Condominium/Townhouse	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Mobile Home Park	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Assisted Living	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
LODGING						
Hotel	Room	0.00	$ -	$ -	$ -	$ -
Motel/Other Lodging Facilities	Room	0.00	$ -	$ -	$ -	$ -
RECREATIONAL						
Driving Range	Tee	0.00	$ -	$ -	$ -	$ -
Golf Course	Acre	0.00	$ -	$ -	$ -	$ -
Health/Rec. Clubs and Facilities	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Ice Rink	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Miniature Golf	Hole	0.00	$ -	$ -	$ -	$ -
Multiplex Movie Theater	Screen	0.00	$ -	$ -	$ -	$ -
Raquet / Tennis Club	Court	0.00	$ -	$ -	$ -	$ -
INSTITUTIONAL						
Church	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Day Care Center	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Primary/Middle School (1-8)	Student	0.00	$ -	$ -	$ -	$ -
High School (9-12)	Student	0.00	$ -	$ -	$ -	$ -
Jr/Community College	Student	0.00	$ -	$ -	$ -	$ -
University/College	Student	0.00	$ -	$ -	$ -	$ -
MEDICAL						
Clinic	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Hospital	Bed	0.00	$ -	$ -	$ -	$ -
Nursing Home	Bed	0.00	$ -	$ -	$ -	$ -
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
General Office Building	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Medical/Dental Office	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Single Tenant Office Building	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Office Park	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Automobile Parts Sales	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Gasoline/Service Station with Convenience Market	Fueling Position	0.00	$ -	$ -	$ -	$ -
New and Used Car Sales	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Quick Lubrication Vehicle Center	Service Position	0.00	$ -	$ -	$ -	$ -
Self-Service Car Wash	Stall	0.00	$ -	$ -	$ -	$ -
Automated Car Wash	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Tire Store	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Dining						
Fast Food Restaurant	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
High Turnover (Sit-down) Restaurant	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Sit-Down Restaurant	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Garden Center (Nursery)	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Home Improvement Superstore	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Pharmacy/Drugstore	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Shopping Center	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Supermarket	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Toy/Children's Superstore	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
SERVICES						
Bank (Walk-In)	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Bank (Drive-In)	Drive-in Lane	0.00	$ -	$ -	$ -	$ -

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2007-2008 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE C THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table D, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is on or after November 20, 2013)

SERVICE AREA A

Actual fee charged per service unit if date of recordation of final plat is on or after November 20, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	1.97	$ -	$ -	$ -	$ -
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	0.03	$ -	$ -	$ -	$ -
General Heavy Industrial	1,000 SF GFA	0.20	$ -	$ -	$ -	$ -
Industrial Park	1,000 SF GFA	0.26	$ -	$ -	$ -	$ -
Warehousing	1,000 SF GFA	0.10	$ -	$ -	$ -	$ -
Mini-Warehouse	1,000 SF GFA	0.08	$ -	$ -	$ -	$ -
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	0.30	$ -	$ -	$ -	$ -
Apartment/Multi-family	Dwelling Unit	0.19	$ -	$ -	$ -	$ -
Residential Condominium/Townhouse	Dwelling Unit	0.16	$ -	$ -	$ -	$ -
Senior Adult Housing	Dwelling Unit	0.01	$ -	$ -	$ -	$ -
Congregate Care Facility	Dwelling Unit	0.01	$ -	$ -	$ -	$ -
Assisted Living	Bed	0.07	$ -	$ -	$ -	$ -
LODGING						
Hotel	Room	0.18	$ -	$ -	$ -	$ -
Motel/Other Lodging Facilities	Room	0.14	$ -	$ -	$ -	$ -
RECREATIONAL						
Driving Range	Tee	0.38	$ -	$ -	$ -	$ -
Golf Course	Acre	0.09	$ -	$ -	$ -	$ -
Health/Rec. Clubs and Facilities	1,000 SF GFA	0.82	$ -	$ -	$ -	$ -
Ice Rink	1,000 SF GFA	0.71	$ -	$ -	$ -	$ -
Miniature Golf	Hole	0.10	$ -	$ -	$ -	$ -
Multiplex Movie Theater	Screen	4.09	$ -	$ -	$ -	$ -
Raquet / Tennis Club	Court	1.01	$ -	$ -	$ -	$ -
INSTITUTIONAL						
Church	1,000 SF GFA	0.17	$ -	$ -	$ -	$ -
Day Care Center	1,000 SF GFA	2.07	$ -	$ -	$ -	$ -
Primary/Middle School (1-8)	Student	0.05	$ -	$ -	$ -	$ -
High School (9-12)	Student	0.04	$ -	$ -	$ -	$ -
Jr/Community College	Student	0.04	$ -	$ -	$ -	$ -
University/College	Student	0.05	$ -	$ -	$ -	$ -
MEDICAL						
Clinic	1,000 SF GFA	1.55	$ -	$ -	$ -	$ -
Hospital	Bed	0.43	$ -	$ -	$ -	$ -
Nursing Home	Bed	0.07	$ -	$ -	$ -	$ -
Animal Hospital/Veterinary Clinic	1,000 SF GFA	0.99	$ -	$ -	$ -	$ -
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	0.42	$ -	$ -	$ -	$ -
General Office Building	1,000 SF GFA	0.45	$ -	$ -	$ -	$ -
Medical/Dental Office	1,000 SF GFA	1.07	$ -	$ -	$ -	$ -
Single Tenant Office Building	1,000 SF GFA	0.52	$ -	$ -	$ -	$ -
Office Park	1,000 SF GFA	0.44	$ -	$ -	$ -	$ -
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	0.56	$ -	$ -	$ -	$ -
Automobile Parts Sales	1,000 SF GFA	1.02	$ -	$ -	$ -	$ -
Gasoline/Service Station with Convenience Market	Fueling Position	1.78	$ -	$ -	$ -	$ -
New and Used Car Sales	1,000 SF GFA	0.63	$ -	$ -	$ -	$ -
Quick Lubrication Vehicle Center	Service Position	0.93	$ -	$ -	$ -	$ -
Self-Service Car Wash	Stall	1.00	$ -	$ -	$ -	$ -
Tire Store	1,000 SF GFA	0.90	$ -	$ -	$ -	$ -
Dining						
Fast Food Restaurant	1,000 SF GFA	4.90	$ -	$ -	$ -	$ -
High Turnover (Sit-down) Restaurant	1,000 SF GFA	1.68	$ -	$ -	$ -	$ -
Sit-Down Restaurant	1,000 SF GFA	1.26	$ -	$ -	$ -	$ -
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	1.05	$ -	$ -	$ -	$ -
Garden Center (Nursery)	1,000 SF GFA	1.46	$ -	$ -	$ -	$ -
Home Improvement Superstore	1,000 SF GFA	0.36	$ -	$ -	$ -	$ -
Pharmacy/Drugstore	1,000 SF GFA	1.52	$ -	$ -	$ -	$ -
Shopping Center	1,000 SF GFA	0.74	$ -	$ -	$ -	$ -
Supermarket	1,000 SF GFA	1.82	$ -	$ -	$ -	$ -
Toy/Children's Superstore	1,000 SF GFA	1.05	$ -	$ -	$ -	$ -
SERVICES						
Bank (Walk-In)	1,000 SF GFA	2.18	$ -	$ -	$ -	$ -
Bank (Drive-In)	Drive-in Lane	5.29	$ -	$ -	$ -	$ -

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2012-2013 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE D THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table D, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is on or after November 20, 2013)

SERVICE AREA B

Actual fee charged per service unit if date of recordation of final plat is on or after November 20, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	5.24	$ 861	$ 861	$ 860.00	$ 860.00
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	0.78	$ 861	$ 861	$ 860.00	$ 860.00
General Heavy Industrial	1,000 SF GFA	0.54	$ 861	$ 861	$ 859.26	$ 859.26
Industrial Park	1,000 SF GFA	0.68	$ 861	$ 861	$ 860.00	$ 860.00
Warehousing	1,000 SF GFA	0.26	$ 861	$ 861	$ 857.69	$ 857.69
Mini-Warehouse	1,000 SF GFA	0.21	$ 861	$ 861	$ 857.14	$ 857.14
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	0.80	$ 861	$ 861	$ 860.00	$ 860.00
Apartment/Multi-family	Dwelling Unit	0.50	$ 861	$ 861	$ 860.00	$ 860.00
Residential Condominium/Townhouse	Dwelling Unit	0.42	$ 861	$ 861	$ 860.00	$ 860.00
Senior Adult Housing	Dwelling Unit	0.20	$ 861	$ 861	$ 860.00	$ 860.00
Congregate Care Facility	Dwelling Unit	0.14	$ 861	$ 861	$ 860.00	$ 860.00
Assisted Living	Bed	0.18	$ 861	$ 861	$ 860.00	$ 860.00
LODGING						
Hotel	Room	0.48	$ 861	$ 861	$ 860.00	$ 860.00
Motel/Other Lodging Facilities	Room	0.38	$ 861	$ 861	$ 860.00	$ 860.00
RECREATIONAL						
Driving Range	Tee	1.00	$ 861	$ 861	$ 860.00	$ 860.00
Golf Course	Acre	0.24	$ 861	$ 861	$ 858.33	$ 858.33
Health/Rec. Clubs and Facilities	1,000 SF GFA	2.19	$ 861	$ 861	$ 838.36	$ 860.00
Ice Rink	1,000 SF GFA	1.89	$ 861	$ 861	$ 860.00	$ 860.00
Miniature Golf	Hole	0.26	$ 861	$ 861	$ 857.69	$ 857.69
Multiplex Movie Theater	Screen	10.91	$ 861	$ 861	$ 758.94	$ 796.88
Raquet / Tennis Club	Court	2.68	$ 861	$ 861	$ 839.55	$ 860.00
INSTITUTIONAL						
Church	1,000 SF GFA	0.44	$ 861	$ 861	$ 859.09	$ 859.09
Day Care Center	1,000 SF GFA	5.53	$ 861	$ 861	$ 732.37	$ 768.90
Primary/Middle School (1-8)	Student	0.13	$ 861	$ 861	$ 853.85	$ 853.85
High School (9-12)	Student	0.10	$ 861	$ 861	$ 860.00	$ 860.00
Jr/Community College	Student	0.10	$ 861	$ 861	$ 860.00	$ 860.00
University/College	Student	0.14	$ 861	$ 861	$ 857.14	$ 857.14
MEDICAL						
Clinic	1,000 SF GFA	4.14	$ 861	$ 861	$ 860.00	$ 860.00
Hospital	Bed	1.14	$ 861	$ 861	$ 860.00	$ 860.00
Nursing Home	Bed	0.18	$ 861	$ 861	$ 855.56	$ 855.56
Animal Hospital/Veterinary Clinic	1,000 SF GFA	2.64	$ 861	$ 861	$ 860.00	$ 860.00
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	1.13	$ 861	$ 861	$ 860.00	$ 860.00
General Office Building	1,000 SF GFA	1.19	$ 861	$ 861	$ 860.00	$ 860.00
Medical/Dental Office	1,000 SF GFA	2.86	$ 861	$ 861	$ 860.00	$ 860.00
Single Tenant Office Building	1,000 SF GFA	1.39	$ 861	$ 861	$ 860.00	$ 860.00
Office Park	1,000 SF GFA	1.18	$ 861	$ 861	$ 860.00	$ 860.00
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	1.50	$ 861	$ 861	$ 860.00	$ 860.00
Automobile Parts Sales	1,000 SF GFA	2.73	$ 861	$ 861	$ 860.00	$ 860.00
Gasoline/Service Station with Convenience Market	Fueling Position	3.56	$ 861	$ 861	$ 252.81	$ 265.45
New and Used Car Sales	1,000 SF GFA	1.68	$ 861	$ 861	$ 860.00	$ 860.00
Quick Lubrication Vehicle Center	Service Position	2.49	$ 861	$ 861	$ 795.18	$ 834.94
Self-Service Car Wash	Stall	1.99	$ 861	$ 861	$ 860.00	$ 860.00
Tire Store	1,000 SF GFA	2.39	$ 861	$ 861	$ 860.00	$ 860.00
Dining						
Fast Food Restaurant	1,000 SF GFA	13.06	$ 861	$ 861	$ 743.98	$ 781.16
High Turnover (Sit-down) Restaurant	1,000 SF GFA	4.49	$ 861	$ 861	$ 777.51	$ 777.51
Sit-Down Restaurant	1,000 SF GFA	3.35	$ 861	$ 861	$ 860.00	$ 860.00
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	2.79	$ 861	$ 861	$ 860.00	$ 860.00
Garden Center (Nursery)	1,000 SF GFA	3.89	$ 861	$ 861	$ 767.66	$ 805.91
Home Improvement Superstore	1,000 SF GFA	0.97	$ 861	$ 861	$ 860.00	$ 860.00
Pharmacy/Drugstore	1,000 SF GFA	4.04	$ 861	$ 861	$ 860.00	$ 860.00
Shopping Center	1,000 SF GFA	1.96	$ 861	$ 861	$ 860.00	$ 860.00
Supermarket	1,000 SF GFA	4.86	$ 861	$ 861	$ 860.00	$ 860.00
Toy/Children's Superstore	1,000 SF GFA	2.79	$ 861	$ 861	$ 860.00	$ 860.00
SERVICES						
Bank (Walk-In)	1,000 SF GFA	5.82	$ 861	$ 861	$ 860.00	$ 860.00
Bank (Drive-In)	Drive-in Lane	14.10	$ 861	$ 861	$ 765.77	$ 804.04

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2012-2013 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE D THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table D, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is on or after November 20, 2013)

SERVICE AREA C

Actual fee charged per service unit if date of recordation of final plat is on or after November 20, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	20.31	$ 1,506	$ 1,500	$ 594.19	$ 623.88
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	3.01	$ 1,506	$ 1,500	$ 354.62	$ 372.09
General Heavy Industrial	1,000 SF GFA	2.11	$ 1,506	$ 1,500	$ 718.72	$ 754.50
Industrial Park	1,000 SF GFA	2.64	$ 1,506	$ 1,500	$ 718.64	$ 754.55
Warehousing	1,000 SF GFA	0.99	$ 1,506	$ 1,500	$ 1,420.00	$ 1,490.91
Mini-Warehouse	1,000 SF GFA	0.81	$ 1,506	$ 1,500	$ 714.44	$ 749.38
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	3.10	$ 1,506	$ 1,500	$ 1,129.04	$ 1,225.81
Apartment/Multi-family	Dwelling Unit	1.92	$ 1,506	$ 1,500	$ 1,500.00	$ 1,500.00
Residential Condominium/Townhouse	Dwelling Unit	1.61	$ 1,506	$ 1,500	$ 1,499.00	$ 1,499.00
Senior Adult Housing	Dwelling Unit	0.78	$ 1,506	$ 1,500	$ 1,499.00	$ 1,499.00
Congregate Care Facility	Dwelling Unit	0.53	$ 1,506	$ 1,500	$ 1,499.00	$ 1,499.00
Assisted Living	Bed	0.68	$ 1,506	$ 1,500	$ 1,499.00	$ 1,499.00
LODGING						
Hotel	Room	1.86	$ 1,506	$ 1,500	$ 655.38	$ 655.38
Motel/Other Lodging Facilities	Room	1.46	$ 1,506	$ 1,500	$ 758.22	$ 795.89
RECREATIONAL						
Driving Range	Tee	3.88	$ 1,506	$ 1,500	$ 489.20	$ 513.66
Golf Course	Acre	0.93	$ 1,506	$ 1,500	$ 840.97	$ 882.80
Health/Rec. Clubs and Facilities	1,000 SF GFA	8.49	$ 1,506	$ 1,500	$ 142.05	$ 149.12
Ice Rink	1,000 SF GFA	7.32	$ 1,506	$ 1,500	$ 287.09	$ 301.37
Miniature Golf	Hole	1.02	$ 1,506	$ 1,500	$ 661.76	$ 694.12
Multiplex Movie Theater	Screen	42.28	$ 1,506	$ 1,500	$ 236.43	$ 248.25
Raquet / Tennis Club	Court	10.39	$ 1,506	$ 1,500	$ 112.18	$ 117.71
INSTITUTIONAL						
Church	1,000 SF GFA	1.16	$ 1,506	$ 1,500	$ 730.86	$ 767.24
Day Care Center	1,000 SF GFA	14.51	$ 1,506	$ 1,500	$ 270.37	$ 283.87
Primary/Middle School (1-8)	Student	0.34	$ 1,506	$ 1,500	$ 492.35	$ 514.71
High School (9-12)	Student	0.27	$ 1,506	$ 1,500	$ 620.00	$ 648.15
Jr/Community College	Student	0.25	$ 1,506	$ 1,500	$ 651.60	$ 684.00
University/College	Student	0.36	$ 1,506	$ 1,500	$ 725.00	$ 761.11
MEDICAL						
Clinic	1,000 SF GFA	16.06	$ 1,506	$ 1,500	$ 242.32	$ 254.42
Hospital	Bed	4.40	$ 1,506	$ 1,500	$ 437.05	$ 437.05
Nursing Home	Bed	0.68	$ 1,506	$ 1,500	$ 627.35	$ 657.35
Animal Hospital/Veterinary Clinic	1,000 SF GFA	10.23	$ 1,506	$ 1,500	$ 399.41	$ 399.41
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	4.37	$ 1,506	$ 1,500	$ 517.85	$ 517.85
General Office Building	1,000 SF GFA	4.62	$ 1,506	$ 1,500	$ 522.73	$ 522.73
Medical/Dental Office	1,000 SF GFA	11.07	$ 1,506	$ 1,500	$ 430.08	$ 430.08
Single Tenant Office Building	1,000 SF GFA	5.39	$ 1,506	$ 1,500	$ 518.37	$ 518.37
Office Park	1,000 SF GFA	4.59	$ 1,506	$ 1,500	$ 528.54	$ 528.54
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	5.80	$ 1,506	$ 1,500	$ 536.74	$ 563.45
Automobile Parts Sales	1,000 SF GFA	10.57	$ 1,506	$ 1,500	$ 459.54	$ 482.50
Gasoline/Service Station with Convenience Market	Fueling Position	3.56	$ 1,506	$ 1,500	$ 204.27	$ 214.33
New and Used Car Sales	1,000 SF GFA	6.51	$ 1,506	$ 1,500	$ 433.69	$ 455.30
Quick Lubrication Vehicle Center	Service Position	9.64	$ 1,506	$ 1,500	$ 177.29	$ 186.10
Self-Service Car Wash	Stall	1.99	$ 1,506	$ 1,500	$ 198.54	$ 208.04
Tire Store	1,000 SF GFA	9.27	$ 1,506	$ 1,500	$ 525.05	$ 551.24
Dining						
Fast Food Restaurant	1,000 SF GFA	39.19	$ 1,506	$ 1,500	$ 195.85	$ 205.61
High Turnover (Sit-down) Restaurant	1,000 SF GFA	13.46	$ 1,506	$ 1,500	$ 225.26	$ 225.26
Sit-Down Restaurant	1,000 SF GFA	10.06	$ 1,506	$ 1,500	$ 398.41	$ 398.41
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	10.82	$ 1,506	$ 1,500	$ 359.89	$ 377.82
Garden Center (Nursery)	1,000 SF GFA	15.07	$ 1,506	$ 1,500	$ 188.90	$ 198.34
Home Improvement Superstore	1,000 SF GFA	3.75	$ 1,506	$ 1,500	$ 981.12	$ 1,030.13
Pharmacy/Drugstore	1,000 SF GFA	15.66	$ 1,506	$ 1,500	$ 191.72	$ 201.28
Shopping Center	1,000 SF GFA	7.60	$ 1,506	$ 1,500	$ 559.87	$ 559.87
Supermarket	1,000 SF GFA	18.82	$ 1,506	$ 1,500	$ 308.93	$ 308.93
Toy/Children's Superstore	1,000 SF GFA	10.82	$ 1,506	$ 1,500	$ 345.11	$ 362.29
SERVICES						
Bank (Walk-In)	1,000 SF GFA	12.38	$ 1,506	$ 1,500	$ 506.05	$ 531.34
Bank (Drive-In)	Drive-in Lane	29.95	$ 1,506	$ 1,500	$ 335.52	$ 352.29

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2012-2013 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE D THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table D, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is on or after November 20, 2013)

SERVICE AREA D

Actual fee charged per service unit if date of recordation of final plat is on or after November 20, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	32.82	$ 1,719	$ 1,711	$ 278.56	$ 292.47
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.86	$ 1,719	$ 1,711	$ 190.19	$ 199.59
General Heavy Industrial	1,000 SF GFA	3.41	$ 1,719	$ 1,711	$ 411.20	$ 431.67
Industrial Park	1,000 SF GFA	4.26	$ 1,719	$ 1,711	$ 411.97	$ 432.39
Warehousing	1,000 SF GFA	1.73	$ 1,719	$ 1,711	$ 786.07	$ 824.86
Mini-Warehouse	1,000 SF GFA	1.41	$ 1,719	$ 1,711	$ 558.51	$ 585.82
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	5.80	$ 1,719	$ 1,711	$ 603.45	$ 655.18
Apartment/Multi-family	Dwelling Unit	3.60	$ 1,719	$ 1,711	$ 1,111.11	$ 1,205.56
Residential Condominium/Townhouse	Dwelling Unit	3.02	$ 1,719	$ 1,711	$ 1,057.62	$ 1,147.35
Senior Adult Housing	Dwelling Unit	1.45	$ 1,719	$ 1,711	$ 1,355.90	$ 1,355.90
Congregate Care Facility	Dwelling Unit	0.99	$ 1,719	$ 1,711	$ 1,710.00	$ 1,710.00
Assisted Living	Bed	1.28	$ 1,719	$ 1,711	$ 1,388.28	$ 1,506.25
LODGING						
Hotel	Room	1.93	$ 1,719	$ 1,711	$ 573.58	$ 573.58
Motel/Other Lodging Facilities	Room	1.51	$ 1,719	$ 1,711	$ 582.32	$ 611.26
RECREATIONAL						
Driving Range	Tee	4.03	$ 1,719	$ 1,711	$ 421.86	$ 442.93
Golf Course	Acre	0.97	$ 1,719	$ 1,711	$ 709.79	$ 744.33
Health/Rec. Clubs and Facilities	1,000 SF GFA	8.82	$ 1,719	$ 1,711	$ 116.43	$ 122.22
Ice Rink	1,000 SF GFA	7.60	$ 1,719	$ 1,711	$ 243.36	$ 255.39
Miniature Golf	Hole	1.06	$ 1,719	$ 1,711	$ 579.06	$ 607.55
Multiplex Movie Theater	Screen	43.92	$ 1,719	$ 1,711	$ 205.19	$ 215.44
Raquet / Tennis Club	Court	10.79	$ 1,719	$ 1,711	$ 92.59	$ 97.13
INSTITUTIONAL						
Church	1,000 SF GFA	1.16	$ 1,719	$ 1,711	$ 649.40	$ 681.03
Day Care Center	1,000 SF GFA	14.51	$ 1,719	$ 1,711	$ 300.58	$ 315.58
Primary/Middle School (1-8)	Student	0.34	$ 1,719	$ 1,711	$ 444.71	$ 464.71
High School (9-12)	Student	0.27	$ 1,719	$ 1,711	$ 553.33	$ 577.78
Jr/Community College	Student	0.25	$ 1,719	$ 1,711	$ 572.40	$ 600.00
University/College	Student	0.36	$ 1,719	$ 1,711	$ 645.00	$ 675.00
MEDICAL						
Clinic	1,000 SF GFA	19.58	$ 1,719	$ 1,711	$ 198.52	$ 208.43
Hospital	Bed	5.37	$ 1,719	$ 1,711	$ 364.25	$ 364.25
Nursing Home	Bed	0.83	$ 1,719	$ 1,711	$ 540.00	$ 566.27
Animal Hospital/Veterinary Clinic	1,000 SF GFA	12.47	$ 1,719	$ 1,711	$ 327.27	$ 327.27
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	7.70	$ 1,719	$ 1,711	$ 388.96	$ 388.96
General Office Building	1,000 SF GFA	8.14	$ 1,719	$ 1,711	$ 392.51	$ 392.51
Medical/Dental Office	1,000 SF GFA	19.49	$ 1,719	$ 1,711	$ 231.25	$ 231.25
Single Tenant Office Building	1,000 SF GFA	9.50	$ 1,719	$ 1,711	$ 389.68	$ 389.68
Office Park	1,000 SF GFA	8.08	$ 1,719	$ 1,711	$ 397.40	$ 397.40
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.02	$ 1,719	$ 1,711	$ 463.16	$ 486.21
Automobile Parts Sales	1,000 SF GFA	10.98	$ 1,719	$ 1,711	$ 399.34	$ 419.31
Gasoline/Service Station with Convenience Market	Fueling Position	3.56	$ 1,719	$ 1,711	$ 181.26	$ 190.17
New and Used Car Sales	1,000 SF GFA	6.76	$ 1,719	$ 1,711	$ 379.84	$ 398.82
Quick Lubrication Vehicle Center	Service Position	10.01	$ 1,719	$ 1,711	$ 159.68	$ 167.63
Self-Service Car Wash	Stall	1.99	$ 1,719	$ 1,711	$ 176.83	$ 185.43
Tire Store	1,000 SF GFA	9.63	$ 1,719	$ 1,711	$ 459.63	$ 482.55
Dining						
Fast Food Restaurant	1,000 SF GFA	39.19	$ 1,719	$ 1,711	$ 175.87	$ 184.64
High Turnover (Sit-down) Restaurant	1,000 SF GFA	13.46	$ 1,719	$ 1,711	$ 200.07	$ 200.07
Sit-Down Restaurant	1,000 SF GFA	10.06	$ 1,719	$ 1,711	$ 354.67	$ 354.67
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	11.24	$ 1,719	$ 1,711	$ 235.73	$ 247.51
Garden Center (Nursery)	1,000 SF GFA	15.65	$ 1,719	$ 1,711	$ 170.68	$ 179.17
Home Improvement Superstore	1,000 SF GFA	3.90	$ 1,719	$ 1,711	$ 886.15	$ 930.26
Pharmacy/Drugstore	1,000 SF GFA	16.26	$ 1,719	$ 1,711	$ 154.43	$ 162.12
Shopping Center	1,000 SF GFA	7.89	$ 1,719	$ 1,711	$ 476.68	$ 476.68
Supermarket	1,000 SF GFA	19.55	$ 1,719	$ 1,711	$ 262.61	$ 262.61
Toy/Children's Superstore	1,000 SF GFA	11.24	$ 1,719	$ 1,711	$ 311.96	$ 327.49
SERVICES						
Bank (Walk-In)	1,000 SF GFA	12.38	$ 1,719	$ 1,711	$ 454.14	$ 476.82
Bank (Drive-In)	Drive-in Lane	29.95	$ 1,719	$ 1,711	$ 250.23	$ 262.74

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2012-2013 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE D THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table D, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is on or after November 20, 2013)

SERVICE AREA E

Actual fee charged per service unit if date of recordation of final plat is on or after November 20, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	31.44	$ 2,086	$ 2,082	$ 301.80	$ 316.89
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.66	$ 2,086	$ 2,082	$ 219.79	$ 230.69
General Heavy Industrial	1,000 SF GFA	3.26	$ 2,086	$ 2,082	$ 468.22	$ 491.41
Industrial Park	1,000 SF GFA	4.08	$ 2,086	$ 2,082	$ 470.07	$ 493.38
Warehousing	1,000 SF GFA	1.54	$ 2,086	$ 2,082	$ 901.75	$ 946.75
Mini-Warehouse	1,000 SF GFA	1.25	$ 2,086	$ 2,082	$ 654.48	$ 687.20
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	4.80	$ 2,086	$ 2,082	$ 729.17	$ 791.67
Apartment/Multi-family	Dwelling Unit	2.98	$ 2,086	$ 2,082	$ 1,337.25	$ 1,450.67
Residential Condominium/Townhouse	Dwelling Unit	2.50	$ 2,086	$ 2,082	$ 1,272.80	$ 1,380.80
Senior Adult Housing	Dwelling Unit	1.20	$ 2,086	$ 2,082	$ 1,632.41	$ 1,632.41
Congregate Care Facility	Dwelling Unit	0.82	$ 2,086	$ 2,082	$ 2,081.00	$ 2,081.00
Assisted Living	Bed	1.06	$ 2,086	$ 2,082	$ 1,672.64	$ 1,814.15
LODGING						
Hotel	Room	1.93	$ 2,086	$ 2,082	$ 469.95	$ 469.95
Motel/Other Lodging Facilities	Room	1.51	$ 2,086	$ 2,082	$ 665.76	$ 698.68
RECREATIONAL						
Driving Range	Tee	4.03	$ 2,086	$ 2,082	$ 473.45	$ 497.02
Golf Course	Acre	0.97	$ 2,086	$ 2,082	$ 777.53	$ 815.46
Health/Rec. Clubs and Facilities	1,000 SF GFA	8.82	$ 2,086	$ 2,082	$ 151.12	$ 158.62
Ice Rink	1,000 SF GFA	7.60	$ 2,086	$ 2,082	$ 301.62	$ 316.58
Miniature Golf	Hole	1.06	$ 2,086	$ 2,082	$ 662.26	$ 695.28
Multiplex Movie Theater	Screen	43.92	$ 2,086	$ 2,082	$ 230.95	$ 242.49
Raquet / Tennis Club	Court	10.79	$ 2,086	$ 2,082	$ 122.28	$ 128.36
INSTITUTIONAL						
Church	1,000 SF GFA	1.16	$ 2,086	$ 2,082	$ 754.91	$ 792.24
Day Care Center	1,000 SF GFA	14.51	$ 2,086	$ 2,082	$ 299.21	$ 314.13
Primary/Middle School (1-8)	Student	0.34	$ 2,086	$ 2,082	$ 534.71	$ 558.82
High School (9-12)	Student	0.27	$ 2,086	$ 2,082	$ 653.33	$ 685.19
Jr/Community College	Student	0.25	$ 2,086	$ 2,082	$ 658.80	$ 688.00
University/College	Student	0.36	$ 2,086	$ 2,082	$ 755.00	$ 791.67
MEDICAL						
Clinic	1,000 SF GFA	19.58	$ 2,086	$ 2,082	$ 225.74	$ 236.98
Hospital	Bed	5.37	$ 2,086	$ 2,082	$ 413.97	$ 413.97
Nursing Home	Bed	0.83	$ 2,086	$ 2,082	$ 627.83	$ 659.04
Animal Hospital/Veterinary Clinic	1,000 SF GFA	12.47	$ 2,086	$ 2,082	$ 372.09	$ 372.09
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	6.77	$ 2,086	$ 2,082	$ 453.32	$ 453.32
General Office Building	1,000 SF GFA	7.15	$ 2,086	$ 2,082	$ 457.34	$ 457.34
Medical/Dental Office	1,000 SF GFA	17.14	$ 2,086	$ 2,082	$ 265.34	$ 265.34
Single Tenant Office Building	1,000 SF GFA	8.35	$ 2,086	$ 2,082	$ 453.89	$ 453.89
Office Park	1,000 SF GFA	7.10	$ 2,086	$ 2,082	$ 463.24	$ 463.24
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.02	$ 2,086	$ 2,082	$ 518.77	$ 544.68
Automobile Parts Sales	1,000 SF GFA	10.98	$ 2,086	$ 2,082	$ 371.48	$ 389.98
Gasoline/Service Station with Convenience Market	Fueling Position	3.56	$ 2,086	$ 2,082	$ 210.08	$ 220.51
New and Used Car Sales	1,000 SF GFA	6.76	$ 2,086	$ 2,082	$ 436.69	$ 458.43
Quick Lubrication Vehicle Center	Service Position	10.01	$ 2,086	$ 2,082	$ 191.24	$ 200.80
Self-Service Car Wash	Stall	1.99	$ 2,086	$ 2,082	$ 206.23	$ 216.08
Tire Store	1,000 SF GFA	9.63	$ 2,086	$ 2,082	$ 434.39	$ 456.07
Dining						
Fast Food Restaurant	1,000 SF GFA	39.19	$ 2,086	$ 2,082	$ 208.52	$ 218.93
High Turnover (Sit-down) Restaurant	1,000 SF GFA	13.46	$ 2,086	$ 2,082	$ 232.47	$ 232.47
Sit-Down Restaurant	1,000 SF GFA	10.06	$ 2,086	$ 2,082	$ 225.84	$ 225.84
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	11.24	$ 2,086	$ 2,082	$ 225.64	$ 236.92
Garden Center (Nursery)	1,000 SF GFA	15.65	$ 2,086	$ 2,082	$ 205.65	$ 215.91
Home Improvement Superstore	1,000 SF GFA	3.90	$ 2,086	$ 2,082	$ 1,067.31	$ 1,120.51
Pharmacy/Drugstore	1,000 SF GFA	16.26	$ 2,086	$ 2,082	$ 151.61	$ 159.16
Shopping Center	1,000 SF GFA	7.89	$ 2,086	$ 2,082	$ 523.57	$ 523.57
Supermarket	1,000 SF GFA	19.55	$ 2,086	$ 2,082	$ 287.72	$ 287.72
Toy/Children's Superstore	1,000 SF GFA	11.24	$ 2,086	$ 2,082	$ 255.59	$ 268.33
SERVICES						
Bank (Walk-In)	1,000 SF GFA	12.38	$ 2,086	$ 2,082	$ 538.04	$ 564.86
Bank (Drive-In)	Drive-in Lane	29.95	$ 2,086	$ 2,082	$ 358.27	$ 376.16

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2012-2013 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE D THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table D, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is on or after November 20, 2013)

SERVICE AREA F

Actual fee charged per service unit if date of recordation of final plat is on or after November 20, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	0.00	$ -	$ -	$ -	$ -
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
General Heavy Industrial	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Industrial Park	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Warehousing	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Mini-Warehouse	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Apartment/Multi-family	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Residential Condominium/Townhouse	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Senior Adult Housing	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Congregate Care Facility	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Assisted Living	Bed	0.00	$ -	$ -	$ -	$ -
LODGING						
Hotel	Room	0.00	$ -	$ -	$ -	$ -
Motel/Other Lodging Facilities	Room	0.00	$ -	$ -	$ -	$ -
RECREATIONAL						
Driving Range	Tee	0.00	$ -	$ -	$ -	$ -
Golf Course	Acre	0.00	$ -	$ -	$ -	$ -
Health/Rec. Clubs and Facilities	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Ice Rink	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Miniature Golf	Hole	0.00	$ -	$ -	$ -	$ -
Multiplex Movie Theater	Screen	0.00	$ -	$ -	$ -	$ -
Raquet / Tennis Club	Court	0.00	$ -	$ -	$ -	$ -
INSTITUTIONAL						
Church	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Day Care Center	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Primary/Middle School (1-8)	Student	0.00	$ -	$ -	$ -	$ -
High School (9-12)	Student	0.00	$ -	$ -	$ -	$ -
Jr/Community College	Student	0.00	$ -	$ -	$ -	$ -
University/College	Student	0.00	$ -	$ -	$ -	$ -
MEDICAL						
Clinic	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Hospital	Bed	0.00	$ -	$ -	$ -	$ -
Nursing Home	Bed	0.00	$ -	$ -	$ -	$ -
Animal Hospital/Veterinary Clinic	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
General Office Building	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Medical/Dental Office	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Single Tenant Office Building	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Office Park	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Automobile Parts Sales	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Gasoline/Service Station with Convenience Market	Fueling Position	0.00	$ -	$ -	$ -	$ -
New and Used Car Sales	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Quick Lubrication Vehicle Center	Service Position	0.00	$ -	$ -	$ -	$ -
Self-Service Car Wash	Stall	0.00	$ -	$ -	$ -	$ -
Tire Store	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Dining						
Fast Food Restaurant	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
High Turnover (Sit-down) Restaurant	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Sit-Down Restaurant	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Garden Center (Nursery)	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Home Improvement Superstore	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Pharmacy/Drugstore	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Shopping Center	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Supermarket	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Toy/Children's Superstore	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
SERVICES						
Bank (Walk-In)	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Bank (Drive-In)	Drive-in Lane	0.00	$ -	$ -	$ -	$ -

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2012-2013 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE D THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table D, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is on or after November 20, 2013)

SERVICE AREA G

Actual fee charged per service unit if date of recordation of final plat is on or after November 20, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	32.82	$ 642	$ 635	$ 251.01	$ 263.53
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.86	$ 642	$ 635	$ 193.83	$ 203.50
General Heavy Industrial	1,000 SF GFA	3.41	$ 642	$ 635	$ 321.11	$ 336.95
Industrial Park	1,000 SF GFA	4.26	$ 642	$ 635	$ 322.07	$ 338.03
Warehousing	1,000 SF GFA	1.73	$ 642	$ 635	$ 610.40	$ 634.00
Mini-Warehouse	1,000 SF GFA	1.41	$ 642	$ 635	$ 314.89	$ 330.50
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	6.00	$ 642	$ 635	$ 583.34	$ 633.34
Apartment/Multi-family	Dwelling Unit	3.72	$ 642	$ 635	$ 635.00	$ 635.00
Residential Condominium/Townhouse	Dwelling Unit	3.12	$ 642	$ 635	$ 634.00	$ 634.00
Senior Adult Housing	Dwelling Unit	1.50	$ 642	$ 635	$ 634.00	$ 634.00
Congregate Care Facility	Dwelling Unit	1.02	$ 642	$ 635	$ 634.00	$ 634.00
Assisted Living	Bed	1.32	$ 642	$ 635	$ 634.00	$ 634.00
LODGING						
Hotel	Room	1.93	$ 642	$ 635	$ 325.91	$ 325.91
Motel/Other Lodging Facilities	Room	1.51	$ 642	$ 635	$ 330.46	$ 346.36
RECREATIONAL						
Driving Range	Tee	4.03	$ 642	$ 635	$ 327.79	$ 344.17
Golf Course	Acre	0.97	$ 642	$ 635	$ 414.43	$ 435.05
Health/Rec. Clubs and Facilities	1,000 SF GFA	8.82	$ 642	$ 635	$ 122.90	$ 129.02
Ice Rink	1,000 SF GFA	7.60	$ 642	$ 635	$ 203.16	$ 213.29
Miniature Golf	Hole	1.06	$ 642	$ 635	$ 328.30	$ 344.34
Multiplex Movie Theater	Screen	43.92	$ 642	$ 635	$ 117.81	$ 123.68
Raquet / Tennis Club	Court	10.79	$ 642	$ 635	$ 98.42	$ 103.34
INSTITUTIONAL						
Church	1,000 SF GFA	1.16	$ 642	$ 635	$ 364.66	$ 382.76
Day Care Center	1,000 SF GFA	14.51	$ 642	$ 635	$ 164.71	$ 172.92
Primary/Middle School (1-8)	Student	0.34	$ 642	$ 635	$ 244.12	$ 255.88
High School (9-12)	Student	0.27	$ 642	$ 635	$ 307.41	$ 322.22
Jr/Community College	Student	0.25	$ 642	$ 635	$ 324.00	$ 340.00
University/College	Student	0.36	$ 642	$ 635	$ 361.11	$ 377.78
MEDICAL						
Clinic	1,000 SF GFA	19.58	$ 642	$ 635	$ 198.52	$ 208.43
Hospital	Bed	5.37	$ 642	$ 635	$ 207.82	$ 207.82
Nursing Home	Bed	0.83	$ 642	$ 635	$ 302.41	$ 316.87
Animal Hospital/Veterinary Clinic	1,000 SF GFA	12.47	$ 642	$ 635	$ 327.27	$ 327.27
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	7.70	$ 642	$ 635	$ 221.17	$ 221.17
General Office Building	1,000 SF GFA	8.14	$ 642	$ 635	$ 223.34	$ 223.34
Medical/Dental Office	1,000 SF GFA	19.49	$ 642	$ 635	$ 222.93	$ 222.93
Single Tenant Office Building	1,000 SF GFA	9.50	$ 642	$ 635	$ 221.68	$ 221.68
Office Park	1,000 SF GFA	8.08	$ 642	$ 635	$ 225.99	$ 225.99
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.02	$ 642	$ 635	$ 266.61	$ 279.90
Automobile Parts Sales	1,000 SF GFA	10.98	$ 642	$ 635	$ 227.78	$ 239.16
Gasoline/Service Station with Convenience Market	Fueling Position	3.56	$ 642	$ 635	$ 86.52	$ 90.73
New and Used Car Sales	1,000 SF GFA	6.76	$ 642	$ 635	$ 214.94	$ 225.59
Quick Lubrication Vehicle Center	Service Position	10.01	$ 642	$ 635	$ 85.61	$ 89.81
Self-Service Car Wash	Stall	1.99	$ 642	$ 635	$ 257.79	$ 270.35
Tire Store	1,000 SF GFA	9.63	$ 642	$ 635	$ 260.23	$ 273.21
Dining						
Fast Food Restaurant	1,000 SF GFA	39.19	$ 642	$ 635	$ 97.35	$ 102.19
High Turnover (Sit-down) Restaurant	1,000 SF GFA	13.46	$ 642	$ 635	$ 112.41	$ 112.41
Sit-Down Restaurant	1,000 SF GFA	10.06	$ 642	$ 635	$ 198.61	$ 198.61
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	11.24	$ 642	$ 635	$ 198.93	$ 208.81
Garden Center (Nursery)	1,000 SF GFA	15.65	$ 642	$ 635	$ 186.84	$ 196.17
Home Improvement Superstore	1,000 SF GFA	3.90	$ 642	$ 635	$ 484.87	$ 508.97
Pharmacy/Drugstore	1,000 SF GFA	16.26	$ 642	$ 635	$ 180.50	$ 189.48
Shopping Center	1,000 SF GFA	7.89	$ 642	$ 635	$ 278.07	$ 278.07
Supermarket	1,000 SF GFA	19.55	$ 642	$ 635	$ 247.47	$ 247.47
Toy/Children's Superstore	1,000 SF GFA	11.24	$ 642	$ 635	$ 207.92	$ 218.24
SERVICES						
Bank (Walk-In)	1,000 SF GFA	12.38	$ 642	$ 635	$ 251.53	$ 264.05
Bank (Drive-In)	Drive-in Lane	29.95	$ 642	$ 635	$ 166.68	$ 174.99

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2012-2013 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE D THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table D, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is on or after November 20, 2013)

SERVICE AREA H

Actual fee charged per service unit if date of recordation of final plat is on or after November 20, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	30.46	$ 399	$ 393	$ 298.46	$ 313.36
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.51	$ 399	$ 393	$ 215.74	$ 226.39
General Heavy Industrial	1,000 SF GFA	3.16	$ 399	$ 393	$ 276.27	$ 289.87
Industrial Park	1,000 SF GFA	3.95	$ 399	$ 393	$ 275.95	$ 289.62
Warehousing	1,000 SF GFA	1.49	$ 399	$ 393	$ 392.00	$ 392.00
Mini-Warehouse	1,000 SF GFA	1.21	$ 399	$ 393	$ 274.38	$ 287.60
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	4.65	$ 399	$ 393	$ 393.00	$ 393.00
Apartment/Multi-family	Dwelling Unit	2.88	$ 399	$ 393	$ 393.00	$ 393.00
Residential Condominium/Townhouse	Dwelling Unit	2.42	$ 399	$ 393	$ 392.00	$ 392.00
Senior Adult Housing	Dwelling Unit	1.16	$ 399	$ 393	$ 392.00	$ 392.00
Congregate Care Facility	Dwelling Unit	0.79	$ 399	$ 393	$ 392.00	$ 392.00
Assisted Living	Bed	1.02	$ 399	$ 393	$ 392.00	$ 392.00
LODGING						
Hotel	Room	1.93	$ 399	$ 393	$ 278.24	$ 278.24
Motel/Other Lodging Facilities	Room	1.51	$ 399	$ 393	$ 282.12	$ 296.03
RECREATIONAL						
Driving Range	Tee	4.03	$ 399	$ 393	$ 279.16	$ 293.05
Golf Course	Acre	0.97	$ 399	$ 393	$ 392.00	$ 392.00
Health/Rec. Clubs and Facilities	1,000 SF GFA	8.82	$ 399	$ 393	$ 137.30	$ 144.10
Ice Rink	1,000 SF GFA	7.60	$ 399	$ 393	$ 165.39	$ 173.55
Miniature Golf	Hole	1.06	$ 399	$ 393	$ 279.25	$ 292.45
Multiplex Movie Theater	Screen	43.92	$ 399	$ 393	$ 103.72	$ 108.90
Raquet / Tennis Club	Court	10.79	$ 399	$ 393	$ 93.14	$ 97.78
INSTITUTIONAL						
Church	1,000 SF GFA	1.16	$ 399	$ 393	$ 296.55	$ 311.21
Day Care Center	1,000 SF GFA	14.51	$ 399	$ 393	$ 118.81	$ 124.74
Primary/Middle School (1-8)	Student	0.34	$ 399	$ 393	$ 176.47	$ 185.29
High School (9-12)	Student	0.27	$ 399	$ 393	$ 240.74	$ 251.85
Jr/Community College	Student	0.25	$ 399	$ 393	$ 276.00	$ 288.00
University/College	Student	0.36	$ 399	$ 393	$ 286.11	$ 300.00
MEDICAL						
Clinic	1,000 SF GFA	19.58	$ 399	$ 393	$ 159.19	$ 167.11
Hospital	Bed	5.37	$ 399	$ 393	$ 236.31	$ 236.31
Nursing Home	Bed	0.83	$ 399	$ 393	$ 244.58	$ 256.63
Animal Hospital/Veterinary Clinic	1,000 SF GFA	12.47	$ 399	$ 393	$ 262.39	$ 262.39
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	6.56	$ 399	$ 393	$ 262.80	$ 262.80
General Office Building	1,000 SF GFA	6.93	$ 399	$ 393	$ 265.51	$ 265.51
Medical/Dental Office	1,000 SF GFA	16.60	$ 399	$ 393	$ 197.59	$ 197.59
Single Tenant Office Building	1,000 SF GFA	8.09	$ 399	$ 393	$ 263.16	$ 263.16
Office Park	1,000 SF GFA	6.88	$ 399	$ 393	$ 268.75	$ 268.75
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.02	$ 399	$ 393	$ 307.31	$ 322.59
Automobile Parts Sales	1,000 SF GFA	10.98	$ 399	$ 393	$ 198.36	$ 208.20
Gasoline/Service Station with Convenience Market	Fueling Position	3.56	$ 399	$ 393	$ 204.78	$ 214.89
New and Used Car Sales	1,000 SF GFA	6.76	$ 399	$ 393	$ 241.86	$ 253.85
Quick Lubrication Vehicle Center	Service Position	10.01	$ 399	$ 393	$ 64.24	$ 67.43
Self-Service Car Wash	Stall	1.99	$ 399	$ 393	$ 201.01	$ 211.06
Tire Store	1,000 SF GFA	9.63	$ 399	$ 393	$ 219.31	$ 230.22
Dining						
Fast Food Restaurant	1,000 SF GFA	39.19	$ 399	$ 393	$ 73.85	$ 77.52
High Turnover (Sit-down) Restaurant	1,000 SF GFA	13.46	$ 399	$ 393	$ 159.06	$ 159.06
Sit-Down Restaurant	1,000 SF GFA	10.06	$ 399	$ 393	$ 159.44	$ 159.44
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	11.24	$ 399	$ 393	$ 158.19	$ 166.01
Garden Center (Nursery)	1,000 SF GFA	15.65	$ 399	$ 393	$ 133.55	$ 140.19
Home Improvement Superstore	1,000 SF GFA	3.90	$ 399	$ 393	$ 346.67	$ 363.85
Pharmacy/Drugstore	1,000 SF GFA	16.26	$ 399	$ 393	$ 148.77	$ 156.15
Shopping Center	1,000 SF GFA	7.89	$ 399	$ 393	$ 325.86	$ 325.86
Supermarket	1,000 SF GFA	19.55	$ 399	$ 393	$ 213.71	$ 213.71
Toy/Children's Superstore	1,000 SF GFA	11.24	$ 399	$ 393	$ 155.07	$ 162.81
SERVICES						
Bank (Walk-In)	1,000 SF GFA	12.38	$ 399	$ 393	$ 191.52	$ 201.05
Bank (Drive-In)	Drive-in Lane	29.95	$ 399	$ 393	$ 125.60	$ 131.85

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2012-2013 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE D THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table D, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is on or after November 20, 2013)

SERVICE AREA I

Actual fee charged per service unit if date of recordation of final plat is on or after November 20, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	32.82	$ 766	$ 755	$ 281.57	$ 295.64
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.86	$ 766	$ 755	$ 193.83	$ 203.50
General Heavy Industrial	1,000 SF GFA	3.41	$ 766	$ 755	$ 338.42	$ 355.13
Industrial Park	1,000 SF GFA	4.26	$ 766	$ 755	$ 338.26	$ 355.16
Warehousing	1,000 SF GFA	1.73	$ 766	$ 755	$ 651.45	$ 683.82
Mini-Warehouse	1,000 SF GFA	1.41	$ 766	$ 755	$ 329.08	$ 345.39
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	6.00	$ 766	$ 755	$ 583.34	$ 633.34
Apartment/Multi-family	Dwelling Unit	3.72	$ 766	$ 755	$ 640.86	$ 695.16
Residential Condominium/Townhouse	Dwelling Unit	3.12	$ 766	$ 755	$ 640.71	$ 694.87
Senior Adult Housing	Dwelling Unit	1.50	$ 766	$ 755	$ 694.93	$ 694.93
Congregate Care Facility	Dwelling Unit	1.02	$ 766	$ 755	$ 754.00	$ 754.00
Assisted Living	Bed	1.32	$ 766	$ 755	$ 640.91	$ 694.70
LODGING						
Hotel	Room	1.93	$ 766	$ 755	$ 347.67	$ 347.67
Motel/Other Lodging Facilities	Room	1.51	$ 766	$ 755	$ 352.98	$ 370.20
RECREATIONAL						
Driving Range	Tee	4.03	$ 766	$ 755	$ 348.88	$ 366.25
Golf Course	Acre	0.97	$ 766	$ 755	$ 561.86	$ 589.69
Health/Rec. Clubs and Facilities	1,000 SF GFA	8.82	$ 766	$ 755	$ 127.21	$ 133.56
Ice Rink	1,000 SF GFA	7.60	$ 766	$ 755	$ 209.21	$ 219.61
Miniature Golf	Hole	1.06	$ 766	$ 755	$ 349.06	$ 366.04
Multiplex Movie Theater	Screen	43.92	$ 766	$ 755	$ 127.81	$ 134.20
Raquet / Tennis Club	Court	10.79	$ 766	$ 755	$ 133.46	$ 140.13
INSTITUTIONAL						
Church	1,000 SF GFA	1.16	$ 766	$ 755	$ 375.00	$ 393.10
Day Care Center	1,000 SF GFA	14.51	$ 766	$ 755	$ 155.34	$ 163.06
Primary/Middle School (1-8)	Student	0.34	$ 766	$ 755	$ 229.41	$ 238.24
High School (9-12)	Student	0.27	$ 766	$ 755	$ 307.41	$ 322.22
Jr/Community College	Student	0.25	$ 766	$ 755	$ 344.00	$ 360.00
University/College	Student	0.36	$ 766	$ 755	$ 366.67	$ 383.33
MEDICAL						
Clinic	1,000 SF GFA	19.58	$ 766	$ 755	$ 202.15	$ 212.21
Hospital	Bed	5.37	$ 766	$ 755	$ 297.77	$ 297.77
Nursing Home	Bed	0.83	$ 766	$ 755	$ 310.84	$ 325.30
Animal Hospital/Veterinary Clinic	1,000 SF GFA	12.47	$ 766	$ 755	$ 333.20	$ 333.20
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	7.70	$ 766	$ 755	$ 237.27	$ 237.27
General Office Building	1,000 SF GFA	8.14	$ 766	$ 755	$ 239.68	$ 239.68
Medical/Dental Office	1,000 SF GFA	19.49	$ 766	$ 755	$ 242.59	$ 242.59
Single Tenant Office Building	1,000 SF GFA	9.50	$ 766	$ 755	$ 237.68	$ 237.68
Office Park	1,000 SF GFA	8.08	$ 766	$ 755	$ 242.45	$ 242.45
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.02	$ 766	$ 755	$ 383.89	$ 402.99
Automobile Parts Sales	1,000 SF GFA	10.98	$ 766	$ 755	$ 246.63	$ 258.93
Gasoline/Service Station with Convenience Market	Fueling Position	3.56	$ 766	$ 755	$ 264.33	$ 277.53
New and Used Car Sales	1,000 SF GFA	6.76	$ 766	$ 755	$ 226.63	$ 237.87
Quick Lubrication Vehicle Center	Service Position	10.01	$ 766	$ 755	$ 83.62	$ 87.71
Self-Service Car Wash	Stall	1.99	$ 766	$ 755	$ 260.80	$ 273.37
Tire Store	1,000 SF GFA	9.63	$ 766	$ 755	$ 274.97	$ 288.68
Dining						
Fast Food Restaurant	1,000 SF GFA	39.19	$ 766	$ 755	$ 95.20	$ 99.95
High Turnover (Sit-down) Restaurant	1,000 SF GFA	13.46	$ 766	$ 755	$ 204.31	$ 204.31
Sit-Down Restaurant	1,000 SF GFA	10.06	$ 766	$ 755	$ 202.39	$ 202.39
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	11.24	$ 766	$ 755	$ 201.33	$ 211.39
Garden Center (Nursery)	1,000 SF GFA	15.65	$ 766	$ 755	$ 175.08	$ 183.83
Home Improvement Superstore	1,000 SF GFA	3.90	$ 766	$ 755	$ 454.36	$ 476.92
Pharmacy/Drugstore	1,000 SF GFA	16.26	$ 766	$ 755	$ 187.58	$ 196.92
Shopping Center	1,000 SF GFA	7.89	$ 766	$ 755	$ 402.53	$ 402.53
Supermarket	1,000 SF GFA	19.55	$ 766	$ 755	$ 266.29	$ 266.29
Toy/Children's Superstore	1,000 SF GFA	11.24	$ 766	$ 755	$ 230.96	$ 242.44
SERVICES						
Bank (Walk-In)	1,000 SF GFA	12.38	$ 766	$ 755	$ 246.61	$ 258.89
Bank (Drive-In)	Drive-in Lane	29.95	$ 766	$ 755	$ 162.23	$ 170.32

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2012-2013 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE D THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table D, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is on or after November 20, 2013)

SERVICE AREA J

Actual fee charged per service unit if date of recordation of final plat is on or after November 20, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	32.82	$ 830	$ 824	$ 319.17	$ 335.10
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.86	$ 830	$ 824	$ 218.31	$ 229.22
General Heavy Industrial	1,000 SF GFA	3.41	$ 830	$ 824	$ 382.11	$ 401.17
Industrial Park	1,000 SF GFA	4.26	$ 830	$ 824	$ 382.16	$ 401.17
Warehousing	1,000 SF GFA	1.73	$ 830	$ 824	$ 736.42	$ 772.83
Mini-Warehouse	1,000 SF GFA	1.41	$ 830	$ 824	$ 371.63	$ 390.07
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	6.00	$ 830	$ 824	$ 583.34	$ 633.34
Apartment/Multi-family	Dwelling Unit	3.72	$ 830	$ 824	$ 718.82	$ 779.84
Residential Condominium/Townhouse	Dwelling Unit	3.12	$ 830	$ 824	$ 718.91	$ 779.81
Senior Adult Housing	Dwelling Unit	1.50	$ 830	$ 824	$ 779.69	$ 779.69
Congregate Care Facility	Dwelling Unit	1.02	$ 830	$ 824	$ 823.00	$ 823.00
Assisted Living	Bed	1.32	$ 830	$ 824	$ 718.94	$ 779.55
LODGING						
Hotel	Room	1.93	$ 830	$ 824	$ 393.26	$ 393.26
Motel/Other Lodging Facilities	Room	1.51	$ 830	$ 824	$ 398.68	$ 418.54
RECREATIONAL						
Driving Range	Tee	4.03	$ 830	$ 824	$ 394.54	$ 414.14
Golf Course	Acre	0.97	$ 830	$ 824	$ 637.11	$ 668.04
Health/Rec. Clubs and Facilities	1,000 SF GFA	8.82	$ 830	$ 824	$ 143.54	$ 150.68
Ice Rink	1,000 SF GFA	7.60	$ 830	$ 824	$ 236.05	$ 247.76
Miniature Golf	Hole	1.06	$ 830	$ 824	$ 395.28	$ 414.15
Multiplex Movie Theater	Screen	43.92	$ 830	$ 824	$ 146.08	$ 153.37
Raquet / Tennis Club	Court	10.79	$ 830	$ 824	$ 109.55	$ 115.01
INSTITUTIONAL						
Church	1,000 SF GFA	1.16	$ 830	$ 824	$ 423.28	$ 443.97
Day Care Center	1,000 SF GFA	14.51	$ 830	$ 824	$ 174.29	$ 182.98
Primary/Middle School (1-8)	Student	0.34	$ 830	$ 824	$ 258.82	$ 270.59
High School (9-12)	Student	0.27	$ 830	$ 824	$ 348.15	$ 362.96
Jr/Community College	Student	0.25	$ 830	$ 824	$ 388.00	$ 404.00
University/College	Student	0.36	$ 830	$ 824	$ 411.11	$ 430.56
MEDICAL						
Clinic	1,000 SF GFA	19.58	$ 830	$ 824	$ 227.94	$ 239.33
Hospital	Bed	5.37	$ 830	$ 824	$ 336.31	$ 336.31
Nursing Home	Bed	0.83	$ 830	$ 824	$ 350.60	$ 367.47
Animal Hospital/Veterinary Clinic	1,000 SF GFA	12.47	$ 830	$ 824	$ 375.78	$ 375.78
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	7.70	$ 830	$ 824	$ 268.18	$ 268.18
General Office Building	1,000 SF GFA	8.14	$ 830	$ 824	$ 271.01	$ 271.01
Medical/Dental Office	1,000 SF GFA	19.49	$ 830	$ 824	$ 265.32	$ 265.32
Single Tenant Office Building	1,000 SF GFA	9.50	$ 830	$ 824	$ 268.74	$ 268.74
Office Park	1,000 SF GFA	8.08	$ 830	$ 824	$ 274.13	$ 274.13
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.02	$ 830	$ 824	$ 434.05	$ 455.65
Automobile Parts Sales	1,000 SF GFA	10.98	$ 830	$ 824	$ 279.05	$ 292.99
Gasoline/Service Station with Convenience Market	Fueling Position	3.56	$ 830	$ 824	$ 208.15	$ 218.54
New and Used Car Sales	1,000 SF GFA	6.76	$ 830	$ 824	$ 256.07	$ 268.79
Quick Lubrication Vehicle Center	Service Position	10.01	$ 830	$ 824	$ 93.91	$ 98.60
Self-Service Car Wash	Stall	1.99	$ 830	$ 824	$ 292.96	$ 307.54
Tire Store	1,000 SF GFA	9.63	$ 830	$ 824	$ 310.70	$ 326.17
Dining						
Fast Food Restaurant	1,000 SF GFA	39.19	$ 830	$ 824	$ 107.07	$ 112.40
High Turnover (Sit-down) Restaurant	1,000 SF GFA	13.46	$ 830	$ 824	$ 229.94	$ 229.94
Sit-Down Restaurant	1,000 SF GFA	10.06	$ 830	$ 824	$ 228.23	$ 228.23
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	11.24	$ 830	$ 824	$ 226.96	$ 238.26
Garden Center (Nursery)	1,000 SF GFA	15.65	$ 830	$ 824	$ 196.36	$ 206.13
Home Improvement Superstore	1,000 SF GFA	3.90	$ 830	$ 824	$ 509.74	$ 535.13
Pharmacy/Drugstore	1,000 SF GFA	16.26	$ 830	$ 824	$ 211.75	$ 222.32
Shopping Center	1,000 SF GFA	7.89	$ 830	$ 824	$ 455.89	$ 455.89
Supermarket	1,000 SF GFA	19.55	$ 830	$ 824	$ 299.23	$ 299.23
Toy/Children's Superstore	1,000 SF GFA	11.24	$ 830	$ 824	$ 225.36	$ 236.57
SERVICES						
Bank (Walk-In)	1,000 SF GFA	12.38	$ 830	$ 824	$ 277.46	$ 291.28
Bank (Drive-In)	Drive-in Lane	29.95	$ 830	$ 824	$ 182.39	$ 191.49

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2012-2013 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE D THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table D, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is on or after November 20, 2013)

SERVICE AREA K

Actual fee charged per service unit if date of recordation of final plat is on or after November 20, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	32.82	$ 1,185	$ 1,182	$ 412.71	$ 433.33
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	4.86	$ 1,185	$ 1,182	$ 241.77	$ 253.70
General Heavy Industrial	1,000 SF GFA	3.41	$ 1,185	$ 1,182	$ 388.86	$ 408.21
Industrial Park	1,000 SF GFA	4.26	$ 1,185	$ 1,182	$ 389.20	$ 408.45
Warehousing	1,000 SF GFA	1.70	$ 1,185	$ 1,182	$ 748.24	$ 785.29
Mini-Warehouse	1,000 SF GFA	1.38	$ 1,185	$ 1,182	$ 525.36	$ 551.45
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	5.30	$ 1,185	$ 1,182	$ 660.38	$ 716.99
Apartment/Multi-family	Dwelling Unit	3.29	$ 1,185	$ 1,182	$ 1,152.89	$ 1,182.00
Residential Condominium/Townhouse	Dwelling Unit	2.76	$ 1,185	$ 1,182	$ 1,152.90	$ 1,181.00
Senior Adult Housing	Dwelling Unit	1.33	$ 1,185	$ 1,182	$ 1,181.00	$ 1,181.00
Congregate Care Facility	Dwelling Unit	0.90	$ 1,185	$ 1,182	$ 1,181.00	$ 1,181.00
Assisted Living	Bed	1.17	$ 1,185	$ 1,182	$ 1,152.99	$ 1,181.00
LODGING						
Hotel	Room	1.93	$ 1,185	$ 1,182	$ 539.38	$ 539.38
Motel/Other Lodging Facilities	Room	1.51	$ 1,185	$ 1,182	$ 547.68	$ 574.83
RECREATIONAL						
Driving Range	Tee	4.03	$ 1,185	$ 1,182	$ 399.50	$ 419.35
Golf Course	Acre	0.97	$ 1,185	$ 1,182	$ 678.35	$ 711.34
Health/Rec. Clubs and Facilities	1,000 SF GFA	8.82	$ 1,185	$ 1,182	$ 147.85	$ 155.22
Ice Rink	1,000 SF GFA	7.60	$ 1,185	$ 1,182	$ 206.84	$ 217.11
Miniature Golf	Hole	1.06	$ 1,185	$ 1,182	$ 544.34	$ 570.75
Multiplex Movie Theater	Screen	43.92	$ 1,185	$ 1,182	$ 193.42	$ 203.07
Raquet / Tennis Club	Court	10.79	$ 1,185	$ 1,182	$ 117.89	$ 123.73
INSTITUTIONAL						
Church	1,000 SF GFA	1.16	$ 1,185	$ 1,182	$ 606.90	$ 637.07
Day Care Center	1,000 SF GFA	14.51	$ 1,185	$ 1,182	$ 277.46	$ 291.32
Primary/Middle School (1-8)	Student	0.34	$ 1,185	$ 1,182	$ 411.76	$ 432.35
High School (9-12)	Student	0.27	$ 1,185	$ 1,182	$ 514.81	$ 537.04
Jr/Community College	Student	0.25	$ 1,185	$ 1,182	$ 540.00	$ 564.00
University/College	Student	0.36	$ 1,185	$ 1,182	$ 602.78	$ 630.56
MEDICAL						
Clinic	1,000 SF GFA	19.58	$ 1,185	$ 1,182	$ 228.91	$ 240.35
Hospital	Bed	5.37	$ 1,185	$ 1,182	$ 343.58	$ 343.58
Nursing Home	Bed	0.83	$ 1,185	$ 1,182	$ 504.82	$ 528.92
Animal Hospital/Veterinary Clinic	1,000 SF GFA	12.47	$ 1,185	$ 1,182	$ 377.39	$ 377.39
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	7.47	$ 1,185	$ 1,182	$ 369.08	$ 369.08
General Office Building	1,000 SF GFA	7.90	$ 1,185	$ 1,182	$ 372.15	$ 372.15
Medical/Dental Office	1,000 SF GFA	18.92	$ 1,185	$ 1,182	$ 266.49	$ 266.49
Single Tenant Office Building	1,000 SF GFA	9.22	$ 1,185	$ 1,182	$ 369.41	$ 369.41
Office Park	1,000 SF GFA	7.84	$ 1,185	$ 1,182	$ 376.91	$ 376.91
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.02	$ 1,185	$ 1,182	$ 439.04	$ 460.96
Automobile Parts Sales	1,000 SF GFA	10.98	$ 1,185	$ 1,182	$ 331.15	$ 347.63
Gasoline/Service Station with Convenience Market	Fueling Position	3.56	$ 1,185	$ 1,182	$ 169.66	$ 178.09
New and Used Car Sales	1,000 SF GFA	6.76	$ 1,185	$ 1,182	$ 356.66	$ 374.41
Quick Lubrication Vehicle Center	Service Position	10.01	$ 1,185	$ 1,182	$ 147.65	$ 154.95
Self-Service Car Wash	Stall	1.99	$ 1,185	$ 1,182	$ 164.82	$ 172.86
Tire Store	1,000 SF GFA	9.63	$ 1,185	$ 1,182	$ 379.85	$ 398.75
Dining						
Fast Food Restaurant	1,000 SF GFA	39.19	$ 1,185	$ 1,182	$ 163.20	$ 171.34
High Turnover (Sit-down) Restaurant	1,000 SF GFA	13.46	$ 1,185	$ 1,182	$ 187.15	$ 187.15
Sit-Down Restaurant	1,000 SF GFA	10.06	$ 1,185	$ 1,182	$ 331.21	$ 331.21
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	11.24	$ 1,185	$ 1,182	$ 331.94	$ 348.49
Garden Center (Nursery)	1,000 SF GFA	15.65	$ 1,185	$ 1,182	$ 314.95	$ 330.67
Home Improvement Superstore	1,000 SF GFA	3.90	$ 1,185	$ 1,182	$ 817.44	$ 858.21
Pharmacy/Drugstore	1,000 SF GFA	16.26	$ 1,185	$ 1,182	$ 208.00	$ 218.39
Shopping Center	1,000 SF GFA	7.89	$ 1,185	$ 1,182	$ 455.01	$ 455.01
Supermarket	1,000 SF GFA	19.55	$ 1,185	$ 1,182	$ 299.23	$ 299.23
Toy/Children's Superstore	1,000 SF GFA	11.24	$ 1,185	$ 1,182	$ 287.72	$ 302.05
SERVICES						
Bank (Walk-In)	1,000 SF GFA	12.38	$ 1,185	$ 1,182	$ 421.65	$ 442.73
Bank (Drive-In)	Drive-in Lane	29.95	$ 1,185	$ 1,182	$ 279.64	$ 293.62

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2012-2013 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE D THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table D, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is on or after November 20, 2013)

SERVICE AREA L

Actual fee charged per service unit if date of recordation of final plat is on or after November 20, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	22.93	$ 1,320	$ 1,320	$ 423.90	$ 445.09
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	3.40	$ 1,320	$ 1,320	$ 326.38	$ 342.65
General Heavy Industrial	1,000 SF GFA	2.38	$ 1,320	$ 1,320	$ 541.89	$ 568.91
Industrial Park	1,000 SF GFA	2.98	$ 1,320	$ 1,320	$ 397.15	$ 416.78
Warehousing	1,000 SF GFA	1.12	$ 1,320	$ 1,320	$ 1,050.27	$ 1,102.68
Mini-Warehouse	1,000 SF GFA	0.91	$ 1,320	$ 1,320	$ 540.00	$ 565.93
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	3.50	$ 1,320	$ 1,320	$ 1,000.00	$ 1,085.72
Apartment/Multi-family	Dwelling Unit	2.17	$ 1,320	$ 1,320	$ 1,289.86	$ 1,320.00
Residential Condominium/Townhouse	Dwelling Unit	1.82	$ 1,320	$ 1,320	$ 1,280.77	$ 1,319.00
Senior Adult Housing	Dwelling Unit	0.88	$ 1,320	$ 1,320	$ 1,319.00	$ 1,319.00
Congregate Care Facility	Dwelling Unit	0.60	$ 1,320	$ 1,320	$ 1,319.00	$ 1,319.00
Assisted Living	Bed	0.77	$ 1,320	$ 1,320	$ 1,280.52	$ 1,319.00
LODGING						
Hotel	Room	1.93	$ 1,320	$ 1,320	$ 512.44	$ 512.44
Motel/Other Lodging Facilities	Room	1.51	$ 1,320	$ 1,320	$ 520.33	$ 545.70
RECREATIONAL						
Driving Range	Tee	4.03	$ 1,320	$ 1,320	$ 372.73	$ 391.32
Golf Course	Acre	0.97	$ 1,320	$ 1,320	$ 618.87	$ 649.48
Health/Rec. Clubs and Facilities	1,000 SF GFA	8.82	$ 1,320	$ 1,320	$ 145.71	$ 152.95
Ice Rink	1,000 SF GFA	7.60	$ 1,320	$ 1,320	$ 207.83	$ 218.16
Miniature Golf	Hole	1.06	$ 1,320	$ 1,320	$ 517.08	$ 542.45
Multiplex Movie Theater	Screen	43.92	$ 1,320	$ 1,320	$ 182.31	$ 191.42
Raquet / Tennis Club	Court	10.79	$ 1,320	$ 1,320	$ 75.99	$ 79.70
INSTITUTIONAL						
Church	1,000 SF GFA	1.16	$ 1,320	$ 1,320	$ 585.78	$ 614.66
Day Care Center	1,000 SF GFA	14.51	$ 1,320	$ 1,320	$ 276.82	$ 290.63
Primary/Middle School (1-8)	Student	0.34	$ 1,320	$ 1,320	$ 410.29	$ 429.41
High School (9-12)	Student	0.27	$ 1,320	$ 1,320	$ 503.33	$ 525.93
Jr/Community College	Student	0.25	$ 1,320	$ 1,320	$ 511.20	$ 536.00
University/College	Student	0.36	$ 1,320	$ 1,320	$ 585.00	$ 613.89
MEDICAL						
Clinic	1,000 SF GFA	18.13	$ 1,320	$ 1,320	$ 224.53	$ 235.74
Hospital	Bed	4.97	$ 1,320	$ 1,320	$ 329.58	$ 329.58
Nursing Home	Bed	0.77	$ 1,320	$ 1,320	$ 493.25	$ 516.88
Animal Hospital/Veterinary Clinic	1,000 SF GFA	11.55	$ 1,320	$ 1,320	$ 370.04	$ 370.04
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	4.94	$ 1,320	$ 1,320	$ 380.97	$ 380.97
General Office Building	1,000 SF GFA	5.22	$ 1,320	$ 1,320	$ 384.87	$ 384.87
Medical/Dental Office	1,000 SF GFA	12.50	$ 1,320	$ 1,320	$ 346.96	$ 346.96
Single Tenant Office Building	1,000 SF GFA	6.09	$ 1,320	$ 1,320	$ 382.10	$ 382.10
Office Park	1,000 SF GFA	5.18	$ 1,320	$ 1,320	$ 389.38	$ 389.38
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	6.02	$ 1,320	$ 1,320	$ 408.89	$ 429.24
Automobile Parts Sales	1,000 SF GFA	10.98	$ 1,320	$ 1,320	$ 273.44	$ 287.07
Gasoline/Service Station with Convenience Market	Fueling Position	3.56	$ 1,320	$ 1,320	$ 163.31	$ 171.35
New and Used Car Sales	1,000 SF GFA	6.76	$ 1,320	$ 1,320	$ 340.56	$ 357.54
Quick Lubrication Vehicle Center	Service Position	10.01	$ 1,320	$ 1,320	$ 146.73	$ 154.05
Self-Service Car Wash	Stall	1.99	$ 1,320	$ 1,320	$ 160.10	$ 167.84
Tire Store	1,000 SF GFA	9.63	$ 1,320	$ 1,320	$ 318.41	$ 334.27
Dining						
Fast Food Restaurant	1,000 SF GFA	39.19	$ 1,320	$ 1,320	$ 160.64	$ 168.67
High Turnover (Sit-down) Restaurant	1,000 SF GFA	13.46	$ 1,320	$ 1,320	$ 180.53	$ 180.53
Sit-Down Restaurant	1,000 SF GFA	10.06	$ 1,320	$ 1,320	$ 320.78	$ 320.78
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	11.24	$ 1,320	$ 1,320	$ 176.48	$ 185.23
Garden Center (Nursery)	1,000 SF GFA	15.65	$ 1,320	$ 1,320	$ 157.46	$ 165.30
Home Improvement Superstore	1,000 SF GFA	3.90	$ 1,320	$ 1,320	$ 817.15	$ 857.95
Pharmacy/Drugstore	1,000 SF GFA	16.26	$ 1,320	$ 1,320	$ 177.73	$ 186.59
Shopping Center	1,000 SF GFA	7.89	$ 1,320	$ 1,320	$ 415.97	$ 415.97
Supermarket	1,000 SF GFA	19.55	$ 1,320	$ 1,320	$ 228.85	$ 228.85
Toy/Children's Superstore	1,000 SF GFA	11.24	$ 1,320	$ 1,320	$ 207.62	$ 217.97
SERVICES						
Bank (Walk-In)	1,000 SF GFA	12.38	$ 1,320	$ 1,320	$ 414.67	$ 435.38
Bank (Drive-In)	Drive-in Lane	29.95	$ 1,320	$ 1,320	$ 275.79	$ 289.55

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TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE D THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

Schedule 1 Table D, Actual Roadway Impact Fee Charged per Service Unit

(if date of recordation of final plat is on or after November 20, 2013)

SERVICE AREA M

Actual fee charged per service unit if date of recordation of final plat is on or after November 20, 2013 (collection of impact fees are phased-in based on date of building permit issuance).

Land Use Category	Development Unit	Vehicle Miles (Per Development Unit)	Maximum Fee Per Service Unit (pre-credit)	Maximum Assessable Fee Per Service Unit (post-credit)*	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 11-20-13)	Date of Building Permit: Actual Fee Charged Per Service Unit (on or after 5-20-14)
PORT AND TERMINAL						
Truck Terminal	Acre	0.00	$ -	$ -	$ -	$ -
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
General Heavy Industrial	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Industrial Park	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Warehousing	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Mini-Warehouse	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
RESIDENTIAL						
Single Family Detached Housing	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Apartment/Multi-family	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Residential Condominium/Townhouse	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Senior Adult Housing	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Congregate Care Facility	Dwelling Unit	0.00	$ -	$ -	$ -	$ -
Assisted Living	Bed	0.00	$ -	$ -	$ -	$ -
LODGING						
Hotel	Room	0.00	$ -	$ -	$ -	$ -
Motel/Other Lodging Facilities	Room	0.00	$ -	$ -	$ -	$ -
RECREATIONAL						
Driving Range	Tee	0.00	$ -	$ -	$ -	$ -
Golf Course	Acre	0.00	$ -	$ -	$ -	$ -
Health/Rec. Clubs and Facilities	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Ice Rink	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Miniature Golf	Hole	0.00	$ -	$ -	$ -	$ -
Multiplex Movie Theater	Screen	0.00	$ -	$ -	$ -	$ -
Raquet / Tennis Club	Court	0.00	$ -	$ -	$ -	$ -
INSTITUTIONAL						
Church	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Day Care Center	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Primary/Middle School (1-8)	Student	0.00	$ -	$ -	$ -	$ -
High School (9-12)	Student	0.00	$ -	$ -	$ -	$ -
Jr/Community College	Student	0.00	$ -	$ -	$ -	$ -
University/College	Student	0.00	$ -	$ -	$ -	$ -
MEDICAL						
Clinic	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Hospital	Bed	0.00	$ -	$ -	$ -	$ -
Nursing Home	Bed	0.00	$ -	$ -	$ -	$ -
Animal Hospital/Veterinary Clinic	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
General Office Building	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Medical/Dental Office	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Single Tenant Office Building	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Office Park	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Automobile Parts Sales	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Gasoline/Service Station with Convenience Market	Fueling Position	0.00	$ -	$ -	$ -	$ -
New and Used Car Sales	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Quick Lubrication Vehicle Center	Service Position	0.00	$ -	$ -	$ -	$ -
Self-Service Car Wash	Stall	0.00	$ -	$ -	$ -	$ -
Tire Store	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Dining						
Fast Food Restaurant	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
High Turnover (Sit-down) Restaurant	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Sit-Down Restaurant	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Other Retail						
Free-Standing Retail Store	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Garden Center (Nursery)	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Home Improvement Superstore	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Pharmacy/Drugstore	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Shopping Center	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Supermarket	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Toy/Children's Superstore	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
SERVICES						
Bank (Walk-In)	1,000 SF GFA	0.00	$ -	$ -	$ -	$ -
Bank (Drive-In)	Drive-in Lane	0.00	$ -	$ -	$ -	$ -

* Maximum Assessable Fee Per Service Unit (post-credit) reflects the Maximum Fee Per Service Unit (pre-credit) minus the calculated credit for ad valorem taxes. For more information about the credit calculation, refer to Section IV.B of the 2012-2013 Roadway Impact Fee Report.

TO DETERMINE ROADWAY IMPACT FEES USING SCHEDULE 1, TABLE D THE FOLLOWING EQUATION SHOULD BE USED:

(Vehicle Miles per Development Unit x Actual Fee Charged per Service Unit) x (Number of Development Units)

EXHIBIT A

SCHEDULE 2

Actual water and wastewater impact fees charged based on date of final plat recordation.

TABLE A.

Actual water and wastewater impact fees charged if date of final plat recordation is prior to September 1, 2003 for which no replatting is necessary.

Meter Size (*inches*)	WATER	WASTEWATER
3/4	$ 320.00	$ 174.03
1	$ 560.00	$ 290.04
1 1/2	$ 1,280.00	$ 580.09
2	$ 2,240.00	$ 928.14
3	$ 5,120.00	$ 1,856.28
4	$ 8,960.00	$ 2,900.44
6	$ 20,480.00	$ 5,800.88
8	$ 32,000.00	$ 9,281.40
10	$ 48,000.00	$ 31,506.22

TABLE B.

Actual water and wastewater impact fees charged if date of final plat recordation is between September 1, 2003 and November 9, 2008 for which no replatting is necessary.

Meter Size (*inches*)	WATER	WASTEWATER
3/4	$ 1,416.49	$ 174.03
1	$ 2,363.61	$ 290.04
1 1/2	$ 4,674.38	$ 580.09
2	$ 7,507.34	$ 928.14
3	$ 15,127.10	$ 1,856.28
4	$ 23,636.09	$ 2,900.44
6	$ 47,168.78	$ 5,800.88
8	$ 75,543.88	$ 9,281.40
10	$ 217,146.38	$ 31,506.22

TABLE C.

Actual water and wastewater impact fees charged if date of final plat recordation is between November 9, 2008 and November 19, 2013 for which no replatting is necessary.

Meter Size (*inches*)	Meter Type	WATER	WASTEWATER
3/4	Simple	$ 1,418.17	$ 174.03
1	Simple	$ 2,363.61	$ 290.04
1 1/2	Simple	$ 4,727.22	$ 580.09
2	Simple	$ 7,563.55	$ 928.14
2	Compound	$ 7,563.55	$ 928.14
2	Turbine	$ 10,905.46	$ 1,376.98
3	Compound	$ 15,127.10	$ 1,856.28
3	Turbine	$ 26,042.88	$ 3,288.32
4	Compound	$ 23,636.09	$ 2,900.44
4	Turbine	$ 45,575.04	$ 5,754.56
6	Compound	$ 47,272.18	$ 5,800.88
6	Turbine	$ 99,776.78	$ 12,598.38
8	Compound	$ 75,635.48	$ 9,281.40
8	Turbine	$ 173,673.46	$ 21,928.98
10	Compound	$ 249,523.34	$ 31,506.22
10	Turbine	$ 271,334.26	$ 34,260.18
12	Turbine	$ 358,089.60	$ 45,214.40

TABLE D.

Actual water and wastewater impact fees charged if date of final plat recordation is on or after November 20, 2013 for which no replatting is necessary.

Meter Size (*inches*)	Meter Type	WATER	WASTEWATER
3/4	Simple	$ 1,418.17	$ 174.03
1	Simple	$ 2,363.61	$ 290.04
1 1/2	Simple	$ 4,727.22	$ 580.09
2	Simple	$ 7,563.55	$ 928.14
2	Compound	$ 7,563.55	$ 928.14
2	Turbine	$ 15,127.10	$ 1,856.28
3	Compound	$ 15,127.10	$ 1,856.28
3	Turbine	$ 33,090.52	$ 4,060.61
4	Compound	$ 23,636.09	$ 2,900.44
4	Turbine	$ 61,453.83	$ 7,541.14
6	Compound	$ 47,272.18	$ 5,800.88
6	Turbine	$ 132,362.10	$ 16,242.45
8	Compound	$ 75,635.48	$ 9,281.40
8	Turbine	$ 226,906.45	$ 27,844.21
10	Turbine	$ 330,905.24	$ 40,606.13
12	Turbine	$ 415,995.16	$ 51,047.71

ORDINANCE NO. 2017-02-021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS AMENDING CHAPTER 130, ENTITLED "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE CITY OF MCKINNEY, TEXAS, THROUGH THE AMENDMENT OF EXISTING ARTICLE II ENTITLED "WATER AND WASTEWATER IMPACT FEES" BY AMENDING PORTIONS OF SECTION 130-28 AS SET FORTH HEREIN BELOW; BY THE ADOPTION OF A NEW EXHIBIT 2 REGARDING THE 2012-2013 WATER & WASTEWATER IMPACT FEE UPDATE ("WATER & WASTEWATER IMPROVEMENTS PLANS"); AND BY THE ADOPTION OF A NEW SCHEDULE 1 REGARDING THE ASSESSMENT AND COLLECTION OF WATER AND WASTEWATER IMPACT FEES; AND BY THE ADOPTION OF A NEW SCHEDULE 2 REGARDING THE ASSESSMENT AND COLLECTION OF WATER AND WASTEWATER IMPACT FEES; PROVIDING THIS ORDINANCE BE CUMULATIVE; PROVIDING FOR SEVERABILITY; PROVIDING FOR GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of McKinney (the "City") is a home-rule city possessing the full power of local self-government pursuant to Article XI, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code and its home rule charter; and

WHEREAS, the City established utility impact fees to be imposed within its corporate limits and within its extraterritorial jurisdiction by Ordinance No. 1868, and as amended by Ordinance No. 1996-03-013; Ordinance No. 2001-08-092; Ordinance No. 2003-05-056; Ordinance No. 2008-11-103; and Ordinance No. 2013-11-109 as amended by Ordinance No. 2013-12-118; in compliance with Chapter 395 of the Texas Local Government Code (the "Utility Impact Fee Ordinances"); and

WHEREAS, the Utility Impact Fee Ordinances have been codified in Article II of Chapter 130 of the Code of Ordinances, City of McKinney, Texas; and

WHEREAS, Texas Local Government Code Section 395.052 requires a city imposing utility impact fees to update the land use assumptions and capital improvements plans at least once every five years; and

WHEREAS, the City held the public hearings required by Chapter 395 of the Texas Local Government Code to consider and approve Updated Land Use Assumptions for Utility Impact Fees and the 2012-2013 Water and Wastewater Impact Fee Update ("Water and Wastewater Improvements Plans") as part of the 2012-2013 Impact Fee Update; and

WHEREAS, the City Council finds that the provisions governing the administration of utility impact fees and the 2012-2013 Water and Wastewater Impact Fee Update ("Water and Wastewater Improvements Plans") referenced in the Utility Impact Fee Ordinance and codified in Article II of Chapter 130 of the Code of Ordinances, City of McKinney, Texas, should be amended to account for changes in water meters utilized by the City; and

WHEREAS, the City Council finds that the provisions governing the administration of utility impact fees and Schedules 1 and 2 setting forth the water and wastewater impact fees to be assessed and collected established in the Utility Impact Fee Ordinance and codified in Article II of Chapter 130 of the Code of Ordinances, City of McKinney, Texas, should be amended to account for changes in water meters utilized by the City; and

WHEREAS, the proposed amendments to Article II of Chapter 130 of the Code of Ordinances, City of McKinney, Texas, are in the best interest of the

citizens of McKinney to assure the availability of adequate water and wastewater facilities and services in order to serve new development consistent with the policies set forth in the City's Comprehensive Plan;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, THAT:

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City of McKinney, Texas and they are hereby approved and incorporated into the body of this Ordinance as if restated herein in their entirety.

Section 2. From and after the effective date of this Ordinance, the "Impact Fee Capital Improvements Plan" or "Capital Improvements Plans for Utility Impact Fees" ("Utility Improvements Plans") adopted by Resolution No. 2013-11-187 and attached to Ordinance No. 2013-11-109 referenced in Article II of Chapter 130 of the Code of Ordinances, City of McKinney, Texas is hereby amended and replaced in its entirety with a new Impact Fee Capital Improvements Plan to read as set forth in Exhibit "A" attached hereto and incorporated herein by reference for all purposes allowed by law. Said "Impact Fee Capital Improvements Plan" or "Capital Improvements Plans for Utility Impact Fees" may hereafter be amended from time to time by Ordinance. All references to the "Impact Fee Capital Improvements Plan" or "Capital Improvements Plans for Utility Impact Fees" ("Utility Improvements Plans") contained in this Ordinance, Ordinance No. 2013-11-109, and Article II of Chapter 130 of the Code of Ordinances, City of McKinney, Texas, is hereby declared to be references to the Impact Fee Capital Improvements Plan attached as Exhibit "A" hereto and incorporated by reference to this Ordinance.

Section 3. From and after the effective date of this Ordinance, "Schedule 1" and "Schedule 2" attached to Ordinance No. 2013-11-109, and as amended by Ordinance No. 2013-12-118, referenced in Article II of Chapter 130 of the Code of Ordinances, City of McKinney, Texas are hereby amended and replaced in their entirety with a new "Schedule 1" and a new "Schedule 2" to read as set forth in Exhibit "B" attached hereto and incorporated herein by reference for all purposes allowed by law. Said "Schedule 1" and "Schedule 2" may hereafter be amended from time to time by Ordinance. All references to "Schedule 1" and "Schedule 2" contained in this Ordinance, Ordinance No. 2013-11-109, Ordinance No. 2013-12-118, and Article II of Chapter 130 of the Code of Ordinances, City of McKinney, Texas, are hereby declared to be references to "Schedule 1" and "Schedule 2" attached as Exhibit "B" hereto and incorporated by reference to this Ordinance.

Section 4. From and after the effective date of this Ordinance, Section 130-28 entitled "Payment and Collection of Impact Fees" of the Code of Ordinances of the City of McKinney, Texas, is hereby amended in part by deleting paragraph (d) in its entirety and replacing said paragraph with a new paragraph (d) to read as follows:

"(d) The amount of each Impact Fee (wastewater and water) for a New Development shall not exceed an amount computed by multiplying the maximum assessable fee per Service Unit for each category of utility pursuant to Section 130-26 by the number of Service Units generated by the development. According to the American Water Works Association the ratio of water flows for different sizes and types of Water Meters is as follows:

Meter Size	Meter Type	Ratio to ¾" meter
¾"	Multi-jet (simple)	1.0
1"	Multi-jet (simple)	1.7
2"	Ultrasonic	8.3
3"	Ultrasonic	16.7
4"	Ultrasonic	33.3
6"	Ultrasonic	53.3
8"	Ultrasonic	93.3
10" to 12"	Ultrasonic	183.3

Accordingly, the number of service units for each Meter Size and Meter Type follows the same ratio and is used to determine the proportional water and wastewater impact fee for each Meter Size and Meter Type compared to a simple ¾" Water Meter."

Section 5. This Ordinance shall be and is hereby declared to be cumulative of all other Ordinances of the City of McKinney, and this Ordinance shall not operate to repeal or affect any of such other Ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinance or Ordinances are hereby superseded.

Section 6. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. All of the regulations provided in this Ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this Ordinance, acting for the City of McKinney in the discharge of his duties, shall not thereby render himself personally liable; and he is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his said duties.

Section 8. Any violation of this Ordinance can be enjoined by a suit filed in the name of the City of McKinney in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this Ordinance or in the Code of the City of McKinney.

Section 9. The caption of this Ordinance shall be published one (1) time in a newspaper having general circulation in the City of McKinney, and this Ordinance shall become effective upon its publication.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 7TH DAY OF FEBRUARY, 2017.

CITY OF McKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

CORRECTLY ENROLLED:

SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

DATE: February 7, 2017

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

EXHIBIT A

UPDATED 2012 – 2022 WATER & WASTEWATER IMPACT FEE UPDATE

Submitted To

McKINNEY™
TEXAS
Unique by nature.℠

Submitted By

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

August 2013
Amended December 2016

CITY OF MCKINNEY
2012 WATER & WASTEWATER IMPACT FEE UPDATE

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STATE OF TEXAS
MATTHEW HICKEY
85480
LICENSED
PROFESSIONAL ENGINEER

8/7/13

STATE OF TEXAS
DEREK B. CHANEY
107199
LICENSED
PROFESSIONAL ENGINEER

08/07/2013

CITY OF MCKINNEY
2012 – 2022 WATER & WASTEWATER IMPACT FEE UPDATE

SECTION I – INTRODUCTION

A. GENERAL

In accordance with the requirements of Chapter 395.052 of the Local Government Code, this report establishes the City of McKinney's Capital Improvement Plan for water and wastewater impact fees and calculates the maximum allowable fee for each. Land use assumptions for impact fees were generated under a separate document by the City of McKinney's Planning Department.

Chapter 395, of the Local Government Code is an act that provides guidelines for financing capital improvements required by new development in municipalities, counties, and certain other local governments. The basis for determination of an impact fee requires the preparation and adoption of a land use plan and growth assumption, and the preparation of a 10-year capital improvement plan. The capital improvement plan requires an analysis of total capacity, the level of current usage and commitments of capacity of existing capital improvements. From these two phases, a maximum impact fee is calculated.

The Act allows the maximum impact fee to be charged if revenues from future ad valorem taxes, and water and sewer bills are included as a credit in the analysis. If not, the Act allows the maximum fee to be set at 50% of the calculated maximum fee. The following items were included in the impact fee calculation:

1. The portion of the cost of the new infrastructure that is to be paid by the City, including engineering, property acquisition and construction cost.

2. Existing excess capacity in lines and facilities that will serve future growth and which were paid for in whole or part by the City.

3. Engineering and quality control fees for construction projects.

4. Interest and other finance charges on bonds issued by the City to cover its portion of the cost.

The engineering analysis portion of the Water and Wastewater Fee determines utilized capacity cost of the major water distribution and wastewater collection facilities between the year 2012 and the year 2022. Facilities in this analysis include, water pump stations, water storage tanks, water transmission lines and wastewater collection lines. The North Texas Municipal Water District (NTMWD) water treatment, wastewater treatment and distribution components were excluded from this analysis. The study period is a ten-year period with 2012 as the base year. The impact fee calculations for the water and wastewater systems are based on land use assumptions provided by the City of McKinney. Prior to this impact fee update, the City's Water Distribution and Wastewater Collection hydraulic models were updated for 2012, 2022 and buildout conditions. The hydraulic model results are available for review from the City of McKinney. The equivalency factors utilized in this analysis conform to the latest American Water Works Association Standards (C700 - C703).

B. WATER & WASTEWATER IMPACT FEE GLOSSARY

1. Advisory Committee means the capital improvements advisory committee established by the City for purposes of reviewing and making recommendations to the City Council on adoption of the City's impact fee program.

2. Area-Related Facility means a capital improvement or facility expansion which is designated in the impact fee capital improvements plan and which is not a site-related facility. Area-Related Facility may include capital improvements that are located off-site, or within or on the perimeter of the development site.

3. Assessment means the determination of the amount of the maximum impact fee per service unit that can be imposed on new development.

4. Capital Improvement means either a water facility or a wastewater facility with a life expectancy of three or more years, to be owned and operated by or on behalf of the City.

5. City means the City of McKinney, Texas.

6. Credit means the amount of the reduction of an impact fee due, determined under this ordinance or pursuant to administrative guidelines that is equal to the value of area-related

facilities provided by a property owner pursuant to the City's subdivision or zoning regulations or requirements, for the same type of facility.

7. Debt Service means the 20-year financing costs of projects applied to all eligible existing and proposed water and wastewater facilities.

8. Facility Expansion means either a water facility expansion or a sewer facility expansion.

9. Impact Fee means either a fee for water facilities or a fee for wastewater facilities, imposed on new development by the City pursuant to Chapter 395 of the Texas Local Government Code in order to generate revenue to fund or recoup the costs of capital improvements or facility expansion necessitated by and attributable to such new development. Impact fees do not include the dedication of rights-of-way or easements for such facilities, or the construction of such improvements, imposed pursuant to the City's zoning or subdivision regulations.

10. Impact Fee Capital Improvements Plan means either a water capital improvements plan or a wastewater capital improvement plan adopted or revised pursuant to the impact fee regulations.

11. Land Use Assumptions means the projections of population and growth, and associated changes in land uses, densities and intensities over at least a ten-year period, as adopted by the City and as may be amended from time to time, upon which the capital improvements plans are based.

12. Land Use Equivalency Table means a table converting the demands for capital improvements generated by various land uses to numbers of service units, as may be amended from time to time.

13. New Development means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.

14. Recoupment means the imposition of an impact fee to reimburse the City for capital improvements that the City had previously oversized to serve new development.

15. Service Area means either a water service area or wastewater service area which impact fees for capital improvements or facility expansion will be collected for new development occurring within such area, and within which fees so collected will be expended for those types of improvements or expansions identified in the type of capital improvements plan applicable to the service area.

16. Service Unit means the applicable standard units of measure shown on the land use equivalency table in the Impact Fees Capital Improvements Plan that can be converted to water meter equivalents, for water or for wastewater facilities, which serves as the standardized measure of consumption, use or generation attributable to the new unit of development.

17. Site-Related Facility means an improvement or facility which is for the primary use or benefit of a new development, and/or which is for the primary purpose of safe and adequate provision of water or wastewater facilities to serve the new development, and which is not included in the impact fees capital improvements plan and for which the property owner is solely responsible under subdivision or other applicable development regulations.

18. Utility Connection means installation of a water meter for connecting a new development to the City's water system, or connection to the City's wastewater system.

19. Wastewater Facility means a wastewater interceptor or main, lift station or other facility included within and comprising an integral component of the City's collection system for wastewater. Wastewater facility includes land, easements or structure associated with such facilities. Wastewater facility excludes site-related facilities.

20. Wastewater Facility Expansion means the expansion of the capacity of any existing wastewater improvement for the purpose of serving new development, but does not include the repair, maintenance, modernization, or expansion of an existing sewer facility to serve existing development.

21. Wastewater Capital Improvements Plan means the adopted plan, as may be amended from time to time, which identifies the wastewater facilities or wastewater expansions and their associated costs which are necessitated by and which are attributable to new development, for a period not to exceed 10 years.

22. Water Facility means a water main, pump station, storage tank or other facility included within and comprising an integral component of the City's water storage or distribution system. Water facility includes land, easements or structures associated with such facilities. Water facility excludes site-related facilities.

23. Water Facility Expansion means the expansion of the capacity of any existing water facility for the purpose of serving new development, but does not include the repair, maintenance, modernization, or expansion of an existing water improvement to serve existing development.

24. Water Capital Improvements Plan means the adopted plan, as may be amended from time to time, which identifies the water facilities or water expansions and their associated costs which are necessitated by and which are attributable to new development, for a period not to exceed 10 years.

25. Water Meter means a device for measuring the flow of water to a development, whether for domestic or for irrigation purposes.

C. LAND USE ASSUMPTIONS *(Provided By: City of McKinney Planning Department)*

The impact fee land use assumptions utilized in this update were prepared by the City of McKinney's Planning Department and are presented in a separate document. The land use assumptions projected an ultimate residential population of approximately 357,967 in the City of McKinney's ultimate planning boundary. This is a lower ultimate population than projected in the City's 2007 Water and Wastewater Impact Fee Update, which estimated a residential population of 387,964, a decrease of 29,997 people.

The residential and non-residential growth provided by the City for the year 2012 through 2022 is summarized in Table No. 1.

TABLE NO. 1

Residential and Non-Residential Growth from 2012 to 2022

Year	Residential Population*	Non-Residential Uses**	
		Type	Developed Area (SF)
2012	136,813	Basic	11,453,254
		Service	9,804,571
		Retail	9,900,940
		Total:	**31,158,274**
2022	199,003	Basic	12,780,084
		Service	14,260,185
		Retail	14,401,196
		Total:	**41,441,465**
Res. Growth Rate	**1.45**	**Non-Res. Growth Rate**	**1.3**

** Residential Population – Represent Estate, Low Density, Medium Density and High Density Residential Categories*
*** Basic – Industrial Land Uses*
*** Service – Office & Institutional Land Uses*
*** Retail – Commercial Land Uses*

As shown in Table No. 1, increases in the residential population and non-residential uses will occur during the 10-year capital recovery period. The water demand and wastewater flows from the residential and non-residential uses dictate the ultimate size of facilities, while the rate of growth is important to determine the timing of system improvements to meet the City's growing needs. The eligible water impact fee facilities are shown **on Exhibit 1**. The eligible wastewater facilities are shown on **Exhibit 2** in this report.

SECTION II

WATER & WASTEWATER C.I.P. AND IMPACT FEE ANALYSIS

A. DEFINITION OF A SERVICE UNIT – WATER AND WASTEWATER

Chapter 395 of the Local Government Code requires that impact fees be based on a defined service unit. A "service unit" means a standardized measure of consumption, use generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards. This impact fee defines a water and wastewater service unit to be a *¾-inch water meter* and has referred to this service unit as a Single Family Living Unit Equivalent (SFLUE). The SFLUE is based on the continuous duty capacity of a ¾-inch water meter. This is the typical meter used for a single family detached dwelling, and therefore is considered to be equivalent to one "living unit". Other meter sizes can be compared to the ¾-inch meter through a ratio of water flows as published by the American Water Works Association as shown in **Table No. 2** below. This same ratio is then used to determine the proportional water and wastewater impact fee amount for each water meter size.

TABLE NO. 2

Living Unit Equivalencies For Various Types and Sizes of Water Meters

Meter Type	Meter Size	Continuous Duty Maximum Rate (gpm) [(a)(b)]	Ratio to 3/4" Meter
Multi-jet	¾"	30	1.0
Multi-jet	1"	50	1.7
Ultrasonic	2"	250	8.3
Ultrasonic	3"	500	16.7
Ultrasonic	4"	1,000	33.3
Ultrasonic	6"	1,600	53.3
Ultrasonic	8"	2,800	93.3
Ultrasonic	10"	5,500	183.3
Ultrasonic	12"	5,500	183.3

Source:

(a) Master Meter Bottom Loaded Mulit-Jet Meter Literature for 3/4" to 1"

(b) Master Meter Octave Ultrasonic Meter Literature for 2" and Greater Meters

B. CALCULATION OF WATER & WASTEWATER - LIVING UNIT EQUIVALENTS

The City of McKinney provided the existing water meter count by size category as of December 2012. In total, there are 47,277 domestic water and irrigation meters serving an existing population of 136,813 residents and business. **Table No. 3** shows the number of existing meters, the living unit equivalent factor and the total number of living unit equivalents for each sized water meter.

The number of wastewater accounts was determined by subtracting the number if irrigation meters from the number of domestic water meters. This equates to 42,861 wastewater accounts. **Table No. 4** illustrates the existing wastewater accounts and the SFLUE's.

The residential growth rate of 1.45 in **Table 1** was applied to ¾-inch through 2-inch meters. The non-residential growth rate of 1.3 in **Table 1** was applied to 3-inch through 8-inch meters. Utilizing these growth rates in a straight-line extrapolation of the existing water and wastewater accounts, the numbers of new accounts was calculated for the year 2022. City records indicate the historical growth of ¾-inch and 1-inch meters is approximately 45% ¾-inch meters and 55% 1-inch meters for the base meter sizes. These percentages were applied to the total growth of ¾-inch and 1-inch meters. Living unit equivalents were then applied to the water meters and wastewater accounts for 2012 and 2022, resulting in a total number of living units. The difference in the total number of 2012 and 2022 living units results in the new living unit equivalents during the impact fee period. The calculation of living unit equivalents is summarized in **Table 3 and Table 4**.

TABLE NO. 3

Water Living Unit Equivalents 2012 - 2022

Meter Size	2012			2022			New Living Unit Equivalents During Impact Fee Period
	Number of Water Meters	Living Unit Equivalent Ratio for 3/4" Used	Total Number of Living Units	Number of Water Meters	Living Unit Equivalent Ratio for 3/4" Used	Total Number of Living Units	
3/4"	29,629	1.0	29,629.0	38,676.5	1.0	38,676.5	9,047.5
1"	15,512	1.7	26,370.4	26,778.1	1.7	45,522.8	19,152.4
2"	1,844	8.3	15,305.2	2,673.8	8.3	22,192.5	6,887.3
3"	178	16.7	2,972.6	236.7	16.7	3,952.9	980.3
4"	44	33.3	1,465.2	58.5	33.3	1,948.1	482.9
6"	16	53.3	852.8	21.3	53.3	1,135.3	282.5
8"	3	93.3	279.9	4.0	93.3	373.2	93.3
10" to 12"	1	183.3	183.3	1.0	183.3	183.3	0.0
Totals	**47,227**		**77,058.4**	**68,449.9**		**113,984.6**	**36,926.2**

TABLE NO. 4

Wastewater Living Unit Equivalents 2012 – 2022

Meter Size	2012			2022			New Living Unit Equivalents During Impact Fee Period
	Number of Water Meters	Living Unit Equivalent Ratio for 3/4" Used	Total Number of Living Units	Number of Water Meters	Living Unit Equivalent Ratio for 3/4" Used	Total Number of Living Units	
3/4"	26,830	1.0	26,830.0	35,212.3	1.0	35,212.3	8,382.3
1"	14,828	1.7	25,207.6	25,191.7	1.7	42,825.9	17,618.3
2"	969	8.3	8,042.7	1,405.1	8.3	11,662.3	3,619.6
3"	172	16.7	2,872.4	228.8	16.7	3,821.0	948.6
4"	43	33.3	1,431.9	57.2	33.3	1,904.8	472.9
6"	15	53.3	799.5	20.0	53.3	1,066.0	266.5
8"	3	93.3	279.9	4.0	93.3	373.2	93.3
10" to 12"	1	183.3	183.3	1.0	183.3	183.3	0.0
Totals	**42,861**		**65,647.3**	**62,120.1**		**97,048.8**	**31,401.5**

C. COST OF FACILITIES

Unit cost for proposed water and wastewater lines larger than 12 inches in diameter that are anticipated to be constructed by private development, include the City's oversize cost participation only. These water and wastewater lines are highlighted green on **Exhibits 1 through 2**. Oversize cost participation from City is when funds become available. For City participation, the developer must bid the 12-inch as a base and the oversize as an additive alternate. City initiated water and waste water lines include the full cost of the proposed facility. These water and wastewater lines are highlighted red on **Exhibits 1 through 2**. Developer initiated water and wastewater line projects which are 12 inches or less in diameter are not included in this Impact Fee analysis, as the cost for these size lines are the responsibility of the developer. These water and wastewater lines are highlighted blue on **Exhibits 1 through 2**.

Actual construction costs of the various elements of the water and wastewater systems were utilized where the information was known. The existing cost of facilities was determined from Contractor's final pay requests, City purchase orders, bid tabulation forms and developer's agreements.

Most of the cost data for existing water and wastewater lines included in the impact fee analysis have been located. A 5% debt service, over a period of 20-years, has been added to all projects. Actual costs were used for those existing projects where records were available.

D. WATER DISTRIBUTION SYSTEM

Computer models for the years 2012, 2022 and Buildout were prepared and analyzed by Birkhoff, Hendricks & Carter. The models were developed and water demand distributed from residential population and non-residential land use projections provided by the City of McKinney's Planning Department. The projected developed land areas from the City's Land Use Assumptions follow closely to the construction of major facilities in the system. These facilities include pump stations, storage tanks, and major distribution lines. All computer models were run for the Maximum Hourly Demands in a three-day extended period simulation to insure proper sizing of the facilities to meet peak demands.

1. Existing Pump Stations, Ground Storage Reservoirs & Elevated Storage Tanks

The existing water distribution system included in the impact fee analysis (As of December 2012) includes the facilities summarized in **Table No. 5** and **Table No. 6**.

TABLE NO. 5

Water Distribution System -- Existing Pump Stations & Ground Storage

Pump Station	Number of Pumps	Rated Capacity (MGD)	Number of Ground Storage Tanks	Total Ground Storage Available (Gallons)
McKinney Ranch	11	49.7	2	16,000,000
University	6	50.0	2	16,000,000
Total:	**17**	**99.7**	**4**	**32,000,000**

TABLE NO. 6

Existing Elevated Storage Tanks

Elevated Storage Tanks	Capacity in Million Gallons
Industrial Elevated Storage Tank	2.0
U.S. 380 Elevated Storage Tank	1.5
Wilmeth Elevated Storage Tank	2.0
Virginia Elevated Storage Tank	1.5
Independence Elevated Storage Tank	3.0
Community Elevated Storage Tank	3.0
Total	**13.0**

The existing McKinney Ranch Low Side pumps and the Chestnut Elevated Storage Tank are no longer utilized and were not included in the impact fee calculation. The existing Gerrish Pump Station is near capacity and is not included in the impact fee calculation.

The pump stations and ground storage facilities were analyzed with the maximum daily demand, while elevated storage acts dynamically and therefore was analyzed utilizing the difference between the Maximum Hourly Demand and the Maximum Daily Demand.

2. Distribution Lines

The distribution lines consist of all lines within the Service Area planning boundary supplying water to customers in the City of McKinney. Existing and proposed distribution lines vary in size from 3/4-inch services to 72-inch transmission lines. The cost of water lines includes construction cost, appurtenances (water valves, fire hydrants, taps and the like), utility relocations, purchase of easements and engineering costs. Financing cost over a 20-year term is included for each project.

Unit cost for proposed capital improvement water lines 12-inches and larger in diameter classified as City initiated, or City participation in oversize water lines, include the City's full cost of the proposed facility. Developer's initiated water line projects, 12 inches or less in diameter were not included in this Impact Fee analysis, as the cost for these size lines are the responsibility of the developer.

3. Water Supply

The City of McKinney currently receives all of its water supply from the North Texas Municipal Water District (NTMWD). McKinney's allocation of the capital cost of services as a Member of the NTMWD was specifically excluded from the impact fee analysis.

If included, McKinney's share of the NTMWD capital cost could include the original construction cost, expansion cost and financing cost of the following components:

a) Water Rights Cost in Lake Lavon and other Sources

b) Raw Water Intake Structures

c) Raw Water Pump Stations

d) Treatment Plant and Expansion

e) High Service Pump Stations

f) Transmission Lines

g) NTMWD Owned Ground Storage Facilities

4. Water Distribution System Capital Improvement Projects for Impact Fees

In order to meet the demands of the anticipated growth over the next 10-years, as provided in the Land Use Assumptions prepared by the City of McKinney, certain water distribution system improvements are required. **Exhibit 1** shows the recommended water system improvements and **Table No. 7** itemizes each project and the project cost in 2012 dollars. These recommended improvements form the basis for the water system impact fee calculation.

The capital improvement plan for impact fees provides for system improvements within the defined Service Area Planning Boundary.

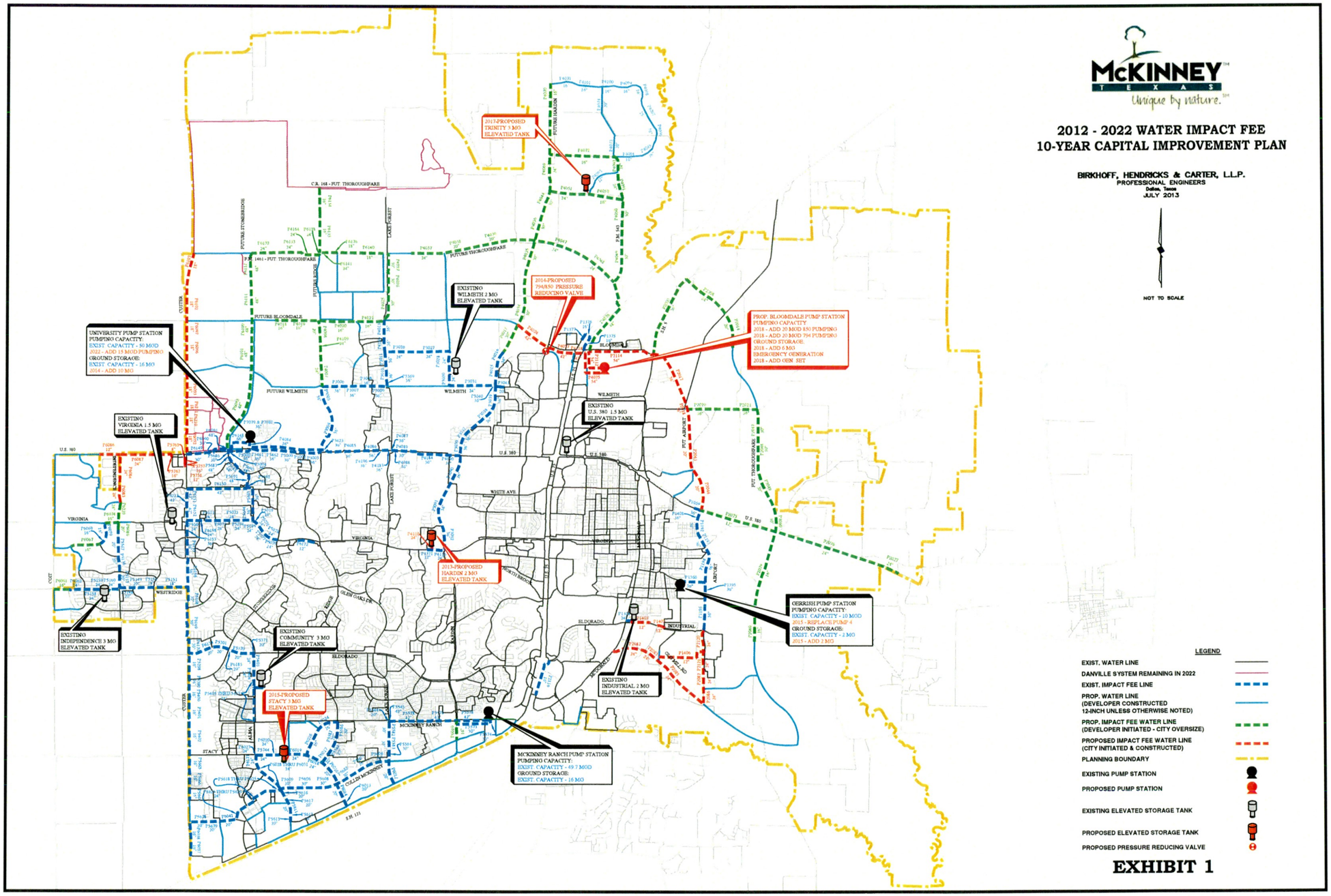

McKINNEY
TEXAS
Unique by nature.
2012 - 2022 WATER IMPACT FEE
10-YEAR CAPITAL IMPROVEMENT PLAN
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Dallas, Texas
JULY 2013
NOT TO SCALE
2017-PROPOSED TRINITY 3 MG ELEVATED TANK
EXISTING WILMETH 2 MG ELEVATED TANK
2014-PROPOSED 794/850 PRESSURE REDUCING VALVE
PROP. BLOOMDALE PUMP STATION
PUMPING CAPACITY:
2018 - ADD 20 MGD 850 PUMPING
2018 - ADD 20 MGD 794 PUMPING
GROUND STORAGE:
2018 - ADD 6 MG
EMERGENCY GENERATION
2018 - ADD GEN. SET
UNIVERSITY PUMP STATION
PUMPING CAPACITY:
EXIST. CAPACITY - 50 MGD
2022 - ADD 15 MGD PUMPING
GROUND STORAGE:
EXIST. CAPACITY - 16 MG
2014 - ADD 10 MG
EXISTING VIRGINIA 1.5 MG ELEVATED TANK
EXISTING U.S. 380 1.5 MG ELEVATED TANK
2013-PROPOSED HARDIN 2 MG ELEVATED TANK
EXISTING INDEPENDENCE 3 MG ELEVATED TANK
EXISTING COMMUNITY 3 MG ELEVATED TANK
2015-PROPOSED STACY 3 MG ELEVATED TANK
EXISTING INDUSTRIAL 2 MG ELEVATED TANK
McKINNEY RANCH PUMP STATION
PUMPING CAPACITY:
EXIST. CAPACITY - 49.7 MGD
GROUND STORAGE:
EXIST. CAPACITY - 16 MG
OERRISH PUMP STATION
PUMPING CAPACITY:
EXIST. CAPACITY - 10 MGD
2015 - REPLACE PUMP 4
GROUND STORAGE:
EXIST. CAPACITY - 2 MG
2015 - ADD 2 MG
LEGEND
EXIST. WATER LINE
DANVILLE SYSTEM REMAINING IN 2022
EXIST. IMPACT FEE LINE
PROP. WATER LINE (DEVELOPER CONSTRUCTED 12-INCH UNLESS OTHERWISE NOTED)
PROP. IMPACT FEE WATER LINE (DEVELOPER INITIATED - CITY OVERSIZE)
PROPOSED IMPACT FEE WATER LINE (CITY INITIATED & CONSTRUCTED)
PLANNING BOUNDARY
EXISTING PUMP STATION
PROPOSED PUMP STATION
EXISTING ELEVATED STORAGE TANK
PROPOSED ELEVATED STORAGE TANK
PROPOSED PRESSURE REDUCING VALVE
EXHIBIT 1

Table No. 7

10-Year Water System Capital Improvement Plan for Impact Fees

PROPOSED WATER LINES

Year	1=City Participation in Cost Oversize 2=City Initiated and Funded	Project	Size	Opinion of Construction Cost (A)	Debt Service (B)	Total Project Cost
2014	2	INDUSTRIAL BLVD. 12" WATER LINE (PIPE BURST 8" to 12")	12"	$ 610,868	$ 320,707	$ 931,575
2014	2	COUCH DRIVE 12" WATER LINE LOOP	12"	$ 700,000	$ 367,500	$ 1,067,500
2015	2	US 380 / INDEPENDENCE LOOP	12",16",20",24"	$ 2,173,617	$ 1,141,149	$ 3,314,766
2014	1	US 380 / COIT SUBDIVISION OFFSITE	16", 20", 24"	$ 235,861	$ 123,827	$ 359,688
2015	1	BLUESTEM 16" WATER LINE	16"	$ 42,750	$ 22,444	$ 65,194
2015	1	WESTRIDGE 16" WATER LINE	16"	$ 29,349	$ 15,408	$ 44,757
2015	1	S.H. 5 36" WATER LINE & WILLOWWOOD 36" & 24" WATER LINE	24", 36"	$ 2,307,387	$ 1,211,378	$ 3,518,765
2016	1	HARDIN SOUTH 16" WATER LINE	16"	$ 27,264	$ 14,314	$ 41,578
2017	1	STONEBRIDGE 48" WATER LINE	48"	$ 6,096,215	$ 3,200,512	$ 9,296,727
2017	1	HARDIN 30" WATER LINE - (TRINITY FALLS WEST FEED)	30"	$ 2,188,580	$ 1,149,004	$ 3,337,584
2017	1	F.M. 543 24" & 16" WATER LINE	16", 24"	$ 402,059	$ 211,081	$ 613,140
2017	1	F.M. 1461 (FUTURE E/W THOROUGHFARE) 24" & 18" WATER LINE	18", 24"	$ 861,612	$ 452,346	$ 1,313,958
2018	1	HARDIN 24" & 16" (TRINITY FALLS WEST FEED NORTH)	16", 24"	$ 425,132	$ 223,194	$ 648,326
2018	1	COUNTY ROAD 227 16" WATER LINE	16"	$ 94,617	$ 49,674	$ 144,291
2018	2	AIRPORT WATER LINE NORTH LOOP	20", 36"	$ 3,569,134	$ 1,873,795	$ 5,442,929
2018	2	CUSTER 18" NORTH WATER LINE	18"	$ 2,301,937	$ 1,208,517	$ 3,510,454
2019	1	RIDGE 20" & 24" WATER LINES	20", 24"	$ 498,838	$ 261,890	$ 760,728
2019	1	RIDGE 16" WATER LINES (LOOP TO OLD DANVILLE SYSTEM)	16"	$ 92,909	$ 48,777	$ 141,686
2019	1	LAKE FOREST 30" WATER LINE	30"	$ 910,261	$ 477,887	$ 1,388,148
2019	1	BLOOMDALE 16" WATER LINE - 850 PHASE 1	16"	$ 61,438	$ 32,255	$ 93,693
2019	1	BLOOMDALE 16" WATER LINE - 850 PHASE 2	16"	$ 95,152	$ 49,955	$ 145,107
2020	2	BLOOMDALE 794 PUMP STATION 54" DISCHARGE LINE	54"	$ 3,890,601	$ 2,042,566	$ 5,933,167
2020	2	AIRPORT 24" WATER LINE SOUTH LOOP	24"	$ 1,356,344	$ 712,082	$ 2,068,426
2020	2	OLD MILL ROAD 24" WATER LINE (FUTURE THOROUGHFARE)	24"	$ 2,008,863	$ 1,054,653	$ 3,063,516
2020	1	BLOOMDALE 850 PUMP STATION 42 & 54" DISCHARGE LINE	42", 54"	$ 4,029,477	$ 2,115,476	$ 6,144,953
2021	1	FUTURE 850 EAST / WEST THOROUGHFARE 20" & 24" WATER LINE	20", 24"	$ 1,541,297	$ 809,182	$ 2,350,479
2021	1	BLOOMDALE PUMP STATION 850 DISCHARGE LINE (TRINITY FALLS EAST FEED)	24", 30", 48"	$ 4,127,908	$ 2,167,151	$ 6,295,059
2022	1	F.M. 2933 30" WATER LINE	30"	$ 1,625,879	$ 853,587	$ 2,479,466
2022	1	MCINTYRE / WOODLAWN 36" WATER LINE	36"	$ 1,540,425	$ 808,723	$ 2,349,148
2022	1	U.S. 380 EAST WATER LINE	12", 24"	$ 1,859,159	$ 976,058	$ 2,835,217
2022	1	FUTURE NORTH / SOUTH THOROUGHFARE 16" WATER LINE	16"	$ 162,415	$ 85,268	$ 247,683
		Subtotal: Proposed Water Lines		**$ 45,867,348**	**$ 24,080,360**	**$ 69,947,708**

(A) Opinion of Cost includes:

a) Engineer's Opinion of Construction Cost

b) Professional Services Fees (Survey, Engineering, Testing, Legal

c) Cost of Easement or Land Acquisitions

(B) Debt Service based on 20-year simple interest bonds at 5%

Table No. 7 Cont.

PUMPING AND STORAGE FACILITIES

Year	Project	Capacity	Opinion of Construction Cost (A)	Debt Service (B)	Total Project Cost
2013	Hardin Elevated Storage Tank	2 MG	$ 5,202,788	$ 2,731,464	$ 7,934,252
2014	University 10-MG Ground Storage Reservoir No. 3	10 MG	$ 4,950,000	$ 2,598,750	$ 7,548,750
2014	794/850 PRV		$ 183,920	$ 96,558	$ 280,478
2015	Gerrish 2-MG Ground Storage Reservoir No. 2	2 MG	$ 2,200,000	$ 1,155,000	$ 3,355,000
2015	Gerrish Pump Station Expansion - Replace Pump 4 + Electrical	4.8 MGD	$ 1,100,000	$ 577,500	$ 1,677,500
2016	Stacy Elevated Storage Tank	3 MG	$ 6,700,000	$ 3,517,500	$ 10,217,500
2017	Trinity Falls Elevated Storage Tank	3 MG	$ 6,700,000	$ 3,517,500	$ 10,217,500
2018	Bloomdale Pump Station - Phase I (850)	20 MGD	$ 4,730,149	$ 2,483,328	$ 7,213,477
2018	Bloomdale 6-MG Ground Storage Reservoir No. 1	6 MG	$ 2,640,000	$ 1,386,000	$ 4,026,000
2018	Bloomdale Pump Station - Emergency Generator No. 1	1000 kW	$ 660,000	$ 346,500	$ 1,006,500
2018	Bloomdale Pump Station - Phase I (794)	20 MGD	$ 4,730,149	$ 2,483,328	$ 7,213,477
2022	University Pump Station Phase III Improvements - Add Pump	15 MGD	$ 550,000	$ 288,750	$ 838,750
	Subtotal: Pumping and Storage Facilities		**$ 40,347,006**	**$ 21,182,178**	**$ 61,529,184**

PLANNING EXPENSES

Year		Project	Capacity	Opinion of Cost (1)	Debt Service (2)	Total Project Cost
2007		Water & Wastewater System Master Plan & Impact Fee Analysis		$ 204,417	$ -	$ 204,417
		Subtotal: Planning Expenses		**$ 204,417**	**$ -**	**$ 204,417**
		GRAND TOTAL: Water Distribution System CIP		**$ 86,418,771**	**$ 45,262,538**	**$ 131,681,309**

5. Utilized Capacity

Utilized capacity for the water distribution system was calculated based on the water line size required for each model year (2012, 2022 and build out). Analysis of the water distribution system is based on the maximum daily demand, maximum hourly demand, and the minimum hourly demand. Pump station capacity is generally based on the maximum daily system demand while transmission and distribution facilities are sized based on either the maximum hourly demand or the minimum hourly demand, whichever demand is greater for a particular water line. Often times, the capacity of a water line is determined by the flows generated by the minimum hourly demand. The minimum hourly flows are usually higher in those lines that are used to refill elevated storage. For each line segment in the water distribution model, the buildout flow rate in the line was compared to the flow rate in the same line segment for the 2012 and the 2022 models.

The percent utilized capacity was then calculated for each year based on the buildout capacity. The utilized capacity during the Impact Fee period is the difference between the year 2022 capacity and the year 2012 capacity. **Table No. 8** below summarizes the project cost and utilized cost over the impact fee period of 2012 - 2022 for each element of the Water Distribution System. The utilized capacity for each water distribution facility, both existing and proposed, is presented in detail in Impact Fee Capacity Calculation **Table Nos. 9, 10, 11, 12 and 13.**

Table No. 8

Summary of Eligible Water Distribution Project Cost and Utilized Capacity Cost

Water System Facility	20-Year Project Cost	Utilized Capacity ($) in the CRP Period
Existing Pump Stations & Storage	$74,737,483	$19,576,395
Existing Transmission/Distribution Lines	$66,836,124	$11,022,749
Proposed Pump Stations & Storage	$61,529,184	$43,027,372
Proposed Transmission/Distribution Lines	$69,947,708	$21,785,316
Planning Expenses	$204,417	$204,417
Total:	**$273,254,916**	**$95,616,249**

TABLE NO. 9
Water Pump Station Facilities

Pump Station Improvements			Year Const.	Projected Capacity (MGD)	Pump Station Cost ($)				Capacity Utilized (%)			Capacity Utilized ($)		
					Const.	Engineering & Testing	20 Year Debt Service @ 5% Simple Interest	Total 20 Yr. Project Cost $	2012	2022	In The CRF Period	2012	2022	In The CRF Period
McKinney Ranch Pump Station														
Original Construction (794)	[3]	**	1986	10.8	$ 164,200	$ 16,420	$ 94,826	$ 275,446	100.0%	100.0%	0.0%	$ 275,446	$ 275,446	$ -
Original Construction (920)	[3]	**	1987	14.3	$ 189,700	$ 18,970	$ 109,552	$ 318,222	100.0%	100.0%	0.0%	$ 318,222	$ 318,222	$ -
Phase I Improvements (920)	[4]		1999	20.1	$ 1,020,172	$ 103,000	$ 589,665	$ 1,712,837	20.0%	60.0%	40.0%	$ 342,567	$ 1,027,702	$ 685,135
Phase II Improvements (920)	[1]		2002	5.0	$ 157,929	$ 40,000	$ 103,913	$ 301,842	20.0%	60.0%	40.0%	$ 60,368	$ 181,105	$ 120,737
850 Service Area Pumps (850)	[3]		2007	15.0	$ 4,184,997	$ 303,285	$ 2,356,348	$ 6,844,630	20.0%	40.0%	20.0%	$ 1,368,926	$ 2,737,852	$ 1,368,926
Emergency Generator (2 Sets)			2008		$ 1,875,964	$ 222,263	$ 1,101,569	$ 3,199,795	40.0%	60.0%	20.0%	$ 1,279,918	$ 1,919,877	$ 639,959
University Pump Station														
Phase IA Improvements (920)	[2]	*	2004	20.0	$2,380,738	$166,880	$ 1,337,499	$ 3,885,117	50.0%	100.0%	50.0%	$ 1,942,558	$ 3,885,117	$ 1,942,558
Phase II Improvements (850)	[2]		2007	30.0	$2,949,246	$189,113	$ 1,647,638	$ 4,785,996	77.0%	83.0%	6.0%	$ 3,685,217	$ 3,972,377	$ 287,160
Phase II Improvements (920)	[2]		2007	30.0	$2,949,246	$189,113	$ 1,647,638	$ 4,785,996	50.0%	100.0%	50.0%	$ 2,392,998	$ 4,785,996	$ 2,392,998
Emergency Generator - Set 1			2008		$2,024,937	$148,017	$ 1,140,801	$ 3,313,755	50.0%	100.0%	50.0%	$ 1,656,877	$ 3,313,755	$ 1,656,877
(1) Phase III Improvements (920)	[1]		2022	15.0	$500,000	$50,000	$ 288,750	$ 838,750	0.0%	47.0%	47.0%	$ -	$ 394,213	$ 394,213
Gerrish Pump Station														
(1) Replace Pump 4 + Electrical	[3]	*	2015	4.8	$ 1,000,000	$ 100,000	$ 577,500	$ 1,677,500	0.0%	100.0%	100.0%	$ -	$ 1,677,500	$ 1,677,500
Bloomdale Pump Station														
(1) Phase I Improvements (850)	[2]	*	2018	20.0	$ 4,300,135	$ 430,014	$ 2,483,328	$ 7,213,477	0.0%	60.0%	60.0%	$ -	$ 4,328,086	$ 4,328,086
(1) Phase I Improvements (794)	[2]	*	2018	20.0	$ 4,300,135	$ 430,014	$ 2,483,328	$ 7,213,477	0.0%	50.0%	50.0%	$ -	$ 3,606,738	$ 3,606,738
(1) Emergency Generator - Set 1			2018		$ 600,000	$ 60,000	$ 346,500	$ 1,006,500	0.0%	60.0%	60.0%	$ -	$ 603,900	$ 603,900
794 / 850 Pressure Reducing Valve (Bloomdale Road and Community Blvd.)														
(1) 794/850 PRV Station			2014		$ 151,800	$ 32,120	$ 96,558	$ 280,478	0.0%	100.0%	100.0%	$ -	$ 280,478	$ 280,478
Total				**205.0**	**$ 28,749,198**	**$ 2,499,206**	**$ 16,405,413**	**$ 47,653,817**				**$ 13,323,098**	**$ 33,308,364**	**$ 19,985,265**

* Includes Property Acquisition
** 10% of Construction Assumed for Engineering and Testing
(1) Estimated Cost in 2012 Dollars
[4] Number of Pumps

TABLE NO. 10
Ground Storage Reservoirs

Pump Station		Year Const.	Capacity (MG)	Capital Cost ($) Const.	Eng. & Testing	20 Year Debt Service @ 5% Simple Interest	Total 20 Yr. Project Cost $	Capacity Utilized (%) 2007	2017	In the CRF Period	Capacity Utilized ($) 2012	2022	In the CRF Period
EXISTING GROUND STORAGE RESERVOIRS													
McKinney Ranch No. 1 (FM-720)	*	1987	6.0	$ 2,910,000	$ 291,000	$ 1,680,525	$ 4,881,525	38.0%	61.0%	23.0%	$ 1,854,980	$ 2,977,730	$ 1,122,751
McKinney Ranch No. 2 (FM-720)	1	2007	10.0	$ 3,748,480	$ 335,500	$ 2,144,090	$ 6,228,070	38.0%	61.0%	23.0%	$ 2,366,667	$ 3,799,123	$ 1,432,456
University No. 1	1	2003	6.0	$ 2,008,499	$ 150,544	$ 1,133,498	$ 3,292,541	51.0%	86.0%	35.0%	$ 1,679,196	$ 2,831,585	$ 1,152,389
University No. 2	1	2007	10.0	$ 5,921,753	$ 257,689	$ 3,244,207	$ 9,423,649	51.0%	86.0%	35.0%	$ 4,806,061	$ 8,104,338	$ 3,298,277
PROPOSED GROUND STORAGE RESERVOIRS													
University No. 3	2*	2014	10.0	$ 4,500,000	$ 450,000	$ 2,598,750	$ 7,548,750	0.0%	48%	48%	$ -	$ 3,623,400	$ 3,623,400
Gerrish No. 2 (Buried)	2*	2015	2.0	$ 2,000,000	$ 200,000	$ 1,155,000	$ 3,355,000	0.0%	100.0%	100.0%	$ -	$ 3,355,000	$ 3,355,000
Bloomdale No. 1	2*	2018	6.0	$ 2,400,000	$ 240,000	$ 1,386,000	$ 4,026,000	0.0%	42.0%	42.0%	$ -	$ 1,690,920	$ 1,690,920
Total			**50.0**	**$ 23,488,732**	**$ 1,924,733**	**$ 13,342,070**	**$ 38,755,535**				**$ 10,706,903**	**$ 26,382,096**	**$ 15,675,193**

* 10% of Construction Assumed for Engineering and Testing
(1) Actual Cost
(2) Estimated Cost in 2012 Dollars

TABLE NO. 11
Elevated Storage Tanks

Elevated Storage		Pressure Divide	Year Const.	Storage Capacity (MGD)	Capital Cost ($)				Capacity Utilized (%)			Capacity Utilized ($)		
					Const.	Eng. & Testing	20 Year Debt Service @ 5% Simple Interest	Total 20 Yr. Project Cost $	2012	2022	In the CRF Period	2012	2022	In the CRF Period
EXISTING ELEVATED STORAGE TANKS														
U.S. 380	2*	794	Unknown	1.5	$ 550,000	$ 55,000	$ -	$ 605,000	89.0%	93.0%	4.0%	$ 538,450	$ 562,650	$ 24,200
Virginia	1*	920	1993	1.5	$ 1,234,301	$ 123,430	$ 712,809	$ 2,070,540	100.0%	100.0%	0.0%	$ 2,070,540	$ 2,070,540	$ -
Community	1	920	2002	3.0	$ 3,313,500	$ 105,000	$ 1,794,713	$ 5,213,213	100.0%	100.0%	0.0%	$ 5,213,213	$ 5,213,213	$ -
Industrial	1	794	2002	2.0	$ 1,787,500	$ 70,000	$ 975,188	$ 2,832,688	71.0%	87.0%	16.0%	$ 2,011,208	$ 2,464,439	$ 453,230
Wilmeth	1	850	2006	2.0	$ 2,400,000	$ 280,137	$ 1,407,072	$ 4,087,209	60.0%	68.0%	8.0%	$ 2,452,325	$ 2,779,302	$ 326,977
Independence	1	920	2008	3.0	$ 4,218,250	$ 161,693	$ 2,299,470	$ 6,679,413	56.0%	96.0%	40.0%	$ 3,740,471	$ 6,412,236	$ 2,671,765
PROPOSED ELEVATED STORAGE TANKS														
Hardin	2*	850	2013	2.0	$ 4,828,953	$ 373,835	$ 2,731,464	$ 7,934,252	0.0%	82.0%	82.0%	$ -	$ 6,506,087	$ 6,506,087
Stacy	2*	920	2016	3.0	$ 6,300,000	$ 400,000	$ 3,517,500	$ 10,217,500	0.0%	100.0%	100.0%	$ -	$ 10,217,500	$ 10,217,500
Trinity Falls	2*	850	2017	3.0	$ 6,300,000	$ 400,000	$ 3,517,500	$ 10,217,500	0.0%	66.0%	66.0%	$ -	$ 6,743,550	$ 6,743,550
Total				**21.0**	**$ 30,932,504**	**$ 1,969,095**	**$ 16,955,716**	**$ 49,857,315**				**$ 16,026,208**	**$ 42,969,517**	**$ 26,943,309**

* 10% of Construction Assumed for Engineering and Testing
(1) Actual Cost
(2) Estimated Cost in 2012 Dollars

TABLE NO. 12
Existing Impact Fee Water Lines

1 - City Participation in Cost Oversize
2 - City Initiated and Funded

Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
F.M. 720 PUMP STATION 30" WATER LINE															
Pump Station Name Change to McKinney Ranch - Project from McKinney Ranch Pump Station to Hardin Rd.															
1	P5573	920	2,282	30		$61.63	$140,651		$73,842	$214,493	77%	90%	13%	$165,160	$193,044	$27,884
1	P5574	920	287	30		$61.63	$17,689		$9,287	$26,976	69%	90%	21%	$18,613	$24,278	$5,665
Subtotal:			**2,569**		**1990**		**$158,340**	**5%**	**$83,129**	**$241,469**				**$183,773**	**$217,322**	**$33,549**
VIRGINIA PARKWAY 24" WATER LINE															
From Stonebridge Dr. West to the Virigna Eleavated Storage Tank															
1	P5023	920	443	24		$5.80	$2,567		$1,348	$3,915	0%	0%	0%	$0	$0	$0
1	P5024	920	228	24		$5.80	$1,324		$695	$2,019	0%	100%	100%	$0	$2,019	$2,019
1	P5069	920	976	24		$5.80	$5,659		$2,971	$8,630	100%	100%	0%	$8,630	$8,630	$0
1	P5070	920	299	24		$5.80	$1,735		$911	$2,646	95%	100%	5%	$2,514	$2,646	$132
1	P5071	920	582	24		$5.80	$3,374		$1,771	$5,145	96%	100%	4%	$4,939	$5,145	$206
1	P5072	920	1,109	24		$5.80	$6,429		$3,375	$9,804	99%	100%	1%	$9,706	$9,804	$98
1	P5073	920	298	24		$5.80	$1,729		$908	$2,637	100%	100%	0%	$2,637	$2,637	$0
1	P5074	920	919	24		$5.80	$5,324		$2,795	$8,119	100%	100%	0%	$8,119	$8,119	$0
1	P5075	920	636	24		$5.80	$3,686		$1,935	$5,621	100%	100%	0%	$5,621	$5,621	$0
1	P5076	920	1,148	24		$5.80	$6,653		$3,493	$10,146	100%	100%	0%	$10,146	$10,146	$0
1	P5077	920	552	24		$5.80	$3,199		$1,679	$4,878	100%	100%	0%	$4,878	$4,878	$0
1	P5078	920	469	24		$5.80	$2,716		$1,426	$4,142	100%	100%	0%	$4,142	$4,142	$0
1	P5079	920	376	24		$5.80	$2,182		$1,146	$3,328	94%	100%	6%	$3,128	$3,328	$200
1	P5761	920	184	24		$5.80	$1,066		$560	$1,626	0%	0%	0%	$0	$0	$0
1	P6198	920	387	24		$5.80	$2,244		$1,178	$3,422	0%	0%	0%	$0	$0	$0
Subtotal:			**8,607**		**1992**		**$49,884**	**5%**	**$26,191**	**$76,078**				**$64,460**	**$67,115**	**$2,655**
CUSTER 16" WATER LINE															
From Stacy Rd. to Stonebridge Dr.															
1	P5399	920	461	16		$44.97	$20,734		$10,885	$31,619	81%	100%	19%	$25,611	$31,619	$6,008
1	P5400	920	1,281	16		$44.97	$57,617		$30,249	$87,866	80%	100%	20%	$70,293	$87,866	$17,573
1	P5401	920	1,311	16		$44.97	$58,950		$30,949	$89,899	77%	100%	23%	$69,222	$89,899	$20,677
1	P5402	920	3,005	16		$44.97	$135,140		$70,949	$206,089	80%	100%	20%	$164,871	$206,089	$41,218
Subtotal:			**6,059**		**1996**		**$272,440**	**5%**	**$143,032**	**$415,473**				**$329,997**	**$415,473**	**$85,476**
F.M. 720 PARALLEL 42" WATER LINE															
F.M. 720 Now Called McKinney Ranch Pkwy.- Project Begins at McKinney Ranch Pump Station and Ends at Lake Forest Dr.															
2	P5544	920	59	20		$170.38	$10,092		$5,298	$15,390	84%	90%	6%	$12,928	$13,851	$923
2	P5545	920	42	42		$170.38	$7,158		$3,758	$10,916	84%	90%	6%	$9,169	$9,824	$655
2	P5578	920	8,018	42		$170.38	$1,366,121		$717,213	$2,083,334	81%	89%	8%	$1,687,501	$1,854,167	$166,667
2	P7573	920	131	42		$170.38	$22,321		$11,719	$34,040	79%	88%	9%	$26,892	$29,955	$3,064
Subtotal:			**8,250**		**1999**		**$1,405,692**	**5%**	**$737,988**	**$2,143,680**				**$1,736,490**	**$1,907,797**	**$171,309**

TABLE NO. 12
Existing Impact Fee Water Lines

1 - City Participation in Cost Oversize
2 - City Initiated and Funded

Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
CUSTER 16" WATER LINE															
From Stonebridge Dr. to Cotton Rridge Rd. (Pipes 5135, 5295, 5296 &5297 Were Adandoned in 2009 with Custer Utility Relocations)															
2 P5135	920	2,330	16		$104.00	$242,328		$127,223	$369,551	0%	0%	0%	$0	$0	$0
2 P5295	920	1,700	16		$104.00	$176,849		$92,846	$269,695	0%	0%	0%	$0	$0	$0
2 P5296	920	2,666	16		$104.00	$277,273		$145,569	$422,842	0%	0%	0%	$0	$0	$0
2 P5297	920	1,372	16		$104.00	$142,637		$74,885	$217,522	0%	0%	0%	$0	$0	$0
2 P5298	920	2,042	16		$104.00	$212,350		$111,484	$323,834	0%	0%	0%	$0	$0	$0
Subtotal:		**10,110**		**1999**		**$1,051,437**	**5%**	**$552,007**	**$1,603,444**				**$0**	**$0**	**$0**
INDUSTRIAL 2-MG ELEVATED STORAGE TANK WATER LINE															
From Industrial Elevated Storage Tank to McDonald St.															
2 P1304	794	561	24		$229.94	$128,893		$67,669	$196,562	81%	87%	6%	$159,215	$171,009	$11,794
Subtotal:		**561**		**2002**		**$128,893**	**5%**	**$67,669**	**$196,562**				**$159,215**	**$171,009**	**$11,794**
ALMA ROAD 24-INCH WATER LINE															
From Eldorado Pkwy. South to Community 3-MG Elevated Storage Tank															
1 P5403	920	1,146	24		$157.47	$180,391		$94,705	$275,096	100%	100%	0%	$275,096	$275,096	$0
1 P5404	920	897	24		$157.47	$141,275		$74,169	$215,444	100%	100%	0%	$215,444	$215,444	$0
1 P5405	920	674	24		$157.47	$106,120		$55,713	$161,833	100%	100%	0%	$161,833	$161,833	$0
1 P5406	920	140	24		$157.47	$22,011		$11,556	$33,567	100%	100%	0%	$33,567	$33,567	$0
Subtotal:		**2,856**		**2005**		**$449,797**	**5%**	**$236,143**	**$685,940**				**$685,940**	**$685,940**	**$0**
ELDORADO 20-INCH WATER LINE															
From Alma Rd. to Custer Rd.															
1 P5301	920	1,375	20		$14.31	$19,676		$10,330	$30,006	63%	100%	37%	$18,904	$30,006	$11,102
1 P5370	920	2,023	20		$14.31	$28,945		$15,196	$44,141	68%	100%	32%	$30,016	$44,141	$14,125
1 P5371	920	116	20		$14.31	$1,661		$872	$2,533	100%	100%	0%	$2,533	$2,533	$0
1 P6154	920	1,986	20		$14.31	$28,420		$14,921	$43,341	67%	100%	33%	$29,038	$43,341	$14,303
Subtotal:		**5,500**		**2005**		**$78,702**	**5%**	**$41,319**	**$120,021**				**$80,491**	**$120,021**	**$39,530**
GERRISH PUMP STATION / AIRPORT BLVD. 36-INCH WATER LINES															
From Gerrish Pump Station East to Airport Blvd. and Airport Blvd. from U.S. 380 to Industrial Blvd.															
2 P1059	794	532	36		$115.51	$61,501		$32,288	$93,789	100%	100%	0%	$93,789	$93,789	$0
2 P1192	794	1,366	36		$115.51	$157,828		$82,860	$240,688	73%	79%	6%	$175,702	$190,144	$14,441
2 P1193	794	952	36		$115.51	$109,911		$57,703	$167,614	73%	79%	6%	$122,358	$132,415	$10,057
2 P1194	794	2,918	36		$115.51	$337,101		$176,978	$514,079	76%	79%	3%	$390,700	$406,122	$15,422
2 P1195	794	2,574	36		$115.51	$297,294		$156,079	$453,373	16%	60%	44%	$72,540	$272,024	$199,484
2 P1360	794	2,110	36		$115.51	$243,761		$127,975	$371,736	47%	70%	23%	$174,716	$260,215	$85,499
2 P1395	794	1,300	36		$115.51	$150,176		$78,842	$229,018	20%	61%	41%	$45,804	$139,701	$93,897
2 P1408	794	831	36		$115.51	$95,966		$50,382	$146,348	73%	79%	6%	$106,834	$115,615	$8,781
Subtotal:		**12,584**		**2003**		**$1,453,539**	**5%**	**$763,107**	**$2,216,645**				**$1,182,443**	**$1,610,025**	**$427,581**

TABLE NO. 12
Existing Impact Fee Water Lines

1 - City Participation in Cost Oversize
2 - City Initiated and Funded

	Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
											2012	2022	During Fee Period	2012	2022	During Fee Period
UNIVERSITY 36-INCH WATER LINE - DISCHARGE LINE 1																
From Univeristy Pump Station to U.S. 380; East Along U.S. 380 to Stonebridge Dr.																
2	P5000	920	1,916	36		$224.18	$429,617		$225,549	$655,166	96%	100%	4%	$628,959	$655,166	$26,207
2	P5004	920	35	36		$224.18	$7,936		$4,166	$12,102	96%	100%	4%	$11,618	$12,102	$484
2	P7079	920	49	36		$224.18	$10,924		$5,735	$16,659	96%	100%	4%	$15,993	$16,659	$666
2	P7080	920	707	36		$224.18	$158,404		$83,162	$241,566	96%	100%	4%	$231,903	$241,566	$9,663
Subtotal:			**2,707**		**2003**		**$606,881**	**5%**	**$318,612**	**$925,493**				**$888,473**	**$925,493**	**$37,020**
HARDIN BLVD. 36-INCH WATER LINE - (VIRGINIA TO US 380)																
From Virgina Pkwy. to U.S. 380																
2	P3090	850	2,433	36		$159.83	$388,895		$204,170	$593,065	100%	100%	0%	$593,065	$593,065	$0
2	P3091	850	4,383	36		$159.83	$700,589		$367,809	$1,068,398	100%	100%	0%	$1,068,398	$1,068,398	$0
2	P3092	850	1,267	36		$159.83	$202,516		$106,321	$308,837	100%	100%	0%	$308,837	$308,837	$0
Subtotal:			**8,083**		**2003**		**$1,292,000**	**5%**	**$678,300**	**$1,970,300**				**$1,970,300**	**$1,970,300**	**$0**
HARDIN NORTH WATER LINE - (US 380 TO BUCHANAN)																
From U.S. 380 North to Buchanan St. (Constructed with President's Point)																
1	P3036	850	1,109	36		$272.00	$301,778		$158,433	$460,211	100%	100%	0%	$460,211	$460,211	$0
1	P3037	850	1,264	36		$272.00	$343,764		$180,476	$524,240	100%	100%	0%	$524,240	$524,240	$0
Subtotal:			**2,373**		**2002**		**$347,000**	**5%**	**$338,909**	**$984,451**				**$984,451**	**$984,451**	**$0**
850 WILMETH WATER MAIN - PHASE 1																
Along Hardin Blvd from Buchanan St. to Wilmeth Rd.																
2	P3038	850	3,414	36		$144.15	$492,196		$258,403	$750,599	100%	100%	0%	$750,599	$750,599	$0
2	P3039	850	777	36		$144.15	$112,076		$58,840	$170,916	100%	100%	0%	$170,916	$170,916	$0
2	P3040	850	82	36		$144.15	$11,792		$6,191	$17,983	100%	100%	0%	$17,983	$17,983	$0
2	P3041	850	707	20		$144.15	$101,879		$53,486	$155,365	100%	100%	0%	$155,365	$155,365	$0
Subtotal:			**4,981**		**2005**		**$717,943**	**5%**	**$376,920**	**$1,094,863**				**$1,094,863**	**$1,094,863**	**$0**
850 WILMETH WATER MAIN - PHASE 2																
Along Wilmeth Rd. from Hardin Blvd. to C.R. 943; North Along C.R. 943 2,880-ft; West to Lake Forest Dr.; South Along Lake Forest Dr. to Wilmeth Rd.																
2	P3010	850	1,445	36		$144.15	$208,253		$109,333	$317,586	70%	100%	30%	$222,310	$317,586	$95,276
2	P3011	850	1,075	36		$144.15	$154,922		$81,334	$236,256	75%	100%	25%	$177,192	$236,256	$59,064
2	P3026	850	2,897	24		$144.15	$417,539		$219,208	$636,747	100%	100%	0%	$636,747	$636,747	$0
2	P3027	850	2,285	24		$144.15	$329,373		$172,921	$502,294	100%	100%	0%	$502,294	$502,294	$0
2	P3028	850	1,857	24		$144.15	$267,645		$140,514	$408,159	100%	100%	0%	$408,159	$408,159	$0
2	P3030	850	902	24		$144.15	$129,978		$68,238	$198,216	100%	100%	0%	$198,216	$198,216	$0
2	P3031	850	3,664	24		$144.15	$528,127		$277,267	$805,394	70%	100%	30%	$563,776	$805,394	$241,618
2	P3369	850	293	36		$144.15	$42,180		$22,145	$64,325	0%	0%	0%	$0	$0	$0
Subtotal:			**14,416**		**2005**		**$2,078,018**	**5%**	**$1,090,960**	**$3,168,977**				**$2,708,694**	**$3,104,652**	**$395,958**

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Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity 2012	(%) Utilized Capacity 2022	(%) Utilized Capacity During Fee Period	($) Utilized Capacity 2012	($) Utilized Capacity 2022	($) Utilized Capacity During Fee Period
850 LOOPED SYSTEM NORTH															
From University Pump Station East to Future Ridge Rd.; Along Future Ridge Rd. North to Wilmeth Rd.; East Along Wilmeth Rd. to Lake Forest Dr.															
2 P3000	850	1,830	36		$144.15	$263,798		$138,494	$402,292	34%	63%	29%	$136,779	$253,444	$116,665
2 P3002	850	1,373	36		$144.15	$197,943		$103,920	$301,863	36%	67%	31%	$108,671	$202,248	$93,578
2 P3003	850	663	36		$144.15	$95,594		$50,187	$145,781	37%	69%	32%	$53,939	$100,589	$46,650
2 P3004	850	4,270	36		$144.15	$615,583		$323,181	$938,764	28%	54%	26%	$262,854	$506,933	$244,079
2 P3005	850	1,537	36		$144.15	$221,554		$116,316	$337,870	29%	73%	44%	$97,982	$246,645	$148,663
2 P3006	850	2,402	36		$144.15	$346,241		$181,777	$528,018	52%	100%	48%	$274,569	$528,018	$253,449
2 P3007	850	752	36		$144.15	$108,468		$56,946	$165,414	61%	100%	39%	$100,903	$165,414	$64,511
2 P3008	850	801	36		$144.15	$115,441		$60,607	$176,048	62%	100%	38%	$109,150	$176,048	$66,898
2 P3009	850	1,161	36		$144.15	$167,411		$87,891	$255,302	35%	100%	65%	$89,356	$255,302	$165,946
2 P3461	850	1,049	36		$144.15	$151,198		$79,379	$230,577	0%	0%	0%	$0	$0	$0
2 P3462	850	625	36		$144.15	$90,161		$47,335	$137,496	0%	0%	0%	$0	$0	$0
Subtotal:		**16,465**		**2005**		**$2,373,392**	**5%**	**$1,246,033**	**$3,619,425**				**$1,234,203**	**$2,434,641**	**$1,200,439**
STONEBRIDGE 48-INCH WATERMAIN															
U.S. 380 to Lacima Dr.															
2 P5686	920	116	48		$395.31	$46,022		$24,162	$70,184	100%	100%	0%	$70,184	$70,184	$0
2 P5687	920	1,001	48		$395.31	$395,826		$207,809	$603,635	100%	100%	0%	$603,635	$603,635	$0
2 P5688	920	1,014	48		$395.31	$401,008		$210,529	$611,537	100%	100%	0%	$611,537	$611,537	$0
2 P5690	920	954	48		$395.31	$377,009		$197,930	$574,939	100%	100%	0%	$574,939	$574,939	$0
Subtotal:		**3,086**		**2006**		**$1,219,865**	**5%**	**$640,430**	**$1,860,295**				**$1,860,295**	**$1,860,295**	**$0**
36-INCH & 48INCH WATERLINE FROM VIRGINIA TO STONEBRIDGE															
Along Lacima Dr. from Stonebridge Dr. to Bristol Dr.; Along Bristol Dr. from Lacima Dr. to St. Gabriel Dr.; Along St. Gabriel Dr. from Bristol Dr. to Virginia Pkwy.															
2 P5034	920	49	48		$395.31	$19,181		$10,070	$29,251	100%	100%	0%	$29,251	$29,251	$0
2 P5691	920	740	48		$395.31	$292,559		$153,593	$446,152	100%	100%	0%	$446,152	$446,152	$0
2 P5692	920	212	48		$395.31	$83,652		$43,917	$127,569	100%	100%	0%	$127,569	$127,569	$0
2 P5693	920	2,726	36		$395.31	$1,077,659		$565,771	$1,643,430	100%	100%	0%	$1,643,430	$1,643,430	$0
2 P5694	920	390	36		$395.31	$154,158		$80,933	$235,091	100%	100%	0%	$235,091	$235,091	$0
Subtotal:		**4,116**		**2006**		**$1,627,208**	**5%**	**$854,284**	**$2,481,493**				**$2,481,493**	**$2,481,493**	**$0**
ALMA ROAD 24-INCH WATER LINE (CRAIG RANCH NORTH)															
From Community 3-MG Elevated Storage Tank South to C.R. 152															
1 P5407	920	293	24		$596.91	$174,973		$0	$174,973	100%	100%	0%	$174,973	$174,973	$0
1 P5408	920	632	24		$596.91	$377,419		$0	$377,419	100%	100%	0%	$377,419	$377,419	$0
1 P5409	920	831	24		$596.91	$495,759		$0	$495,759	100%	100%	0%	$495,759	$495,759	$0
1 P5410	920	265	24		$596.91	$158,210		$0	$158,210	100%	100%	0%	$158,210	$158,210	$0
1 P5411	920	704	24		$596.91	$419,978		$0	$419,978	100%	100%	0%	$419,978	$419,978	$0
1 P5412	920	77	24		$596.91	$45,890		$0	$45,890	100%	100%	0%	$45,890	$45,890	$0
Subtotal:		**2,801**		**2002**		**$1,672,230**	**0%**	**$0**	**$1,672,229**				**$1,672,229**	**$1,672,229**	**$0**

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Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
LAKE FOREST DRIVE 30-INCH WATER LINE (WAL-MART)															
From McKinney Ranch Pkwy. South 1,400-ft															
1 P5582	920	1,373	30		$148.06	$203,232		$106,697	$309,929	61%	97%	36%	$189,057	$300,631	$111,574
Subtotal:		**1,373**		**2004**		**$203,232**	**5%**	**$106,697**	**$309,929**				**$189,057**	**$300,631**	**$111,574**
VILLAGE PARK - PHASE 1 - 20", 30" & 36" WATER LINE (LAKE FOREST DR., COLLIN MCKINNEY PKWY. & RIDGE RD.)															
20" - Ridge Road from Stacy Rd. to McKinney Ranch Pkwy.; 30" -Lake Forest Dr. from 1,400-ft South of McKinney Ranch Pkwy. to Collin McKinney Pkwy.; 36"- Collin McKinney Pkwy. from Lake Forest Dr. to 1,900-ft West															
1 P5583	920	1,087	30		$50.51	$54,892		$28,818	$83,710	61%	97%	36%	$51,063	$81,199	$30,136
1 P5584	920	711	30		$50.51	$35,927		$18,862	$54,789	60%	97%	37%	$32,873	$53,145	$20,272
1 P5606	920	666	36		$50.51	$33,644		$17,663	$51,307	41%	100%	59%	$21,036	$51,307	$30,271
1 P5586	920	1,054	20		$50.51	$53,225		$27,943	$81,168	46%	100%	54%	$37,337	$81,168	$43,831
1 P5587	920	434	20		$50.51	$21,911		$11,503	$33,414	70%	100%	30%	$23,390	$33,414	$10,024
1 P5588	920	1,331	20		$50.51	$67,221		$35,291	$102,512	55%	97%	42%	$56,382	$99,437	$43,055
1 P5607A	920	1,900	36		$50.51	$95,963		$50,381	$146,344	55%	97%	42%	$80,489	$141,954	$61,464
1 P6017	920	624	20		$50.51	$31,523		$16,550	$48,073	57%	100%	43%	$27,402	$48,073	$20,671
Subtotal:		**7,807**		**2004**		**$394,306**	**5%**	**$207,011**	**$601,317**				**$329,972**	**$589,697**	**$259,724**
COLLIN MCKINNEY 30" & 36" WATER LINE (CRAIG RANCH INFRASTRUCTURE) (VCIM 1)															
From 1,900-ft West of Lake Forest Dr. to Alma Dr.															
1 P5607B	920	1,584	36		$81.13	$128,513		$0	$128,513	29%	97%	68%	$37,269	$124,658	$87,389
1 P5608	920	2,844	30		$81.13	$230,735		$0	$230,735	53%	95%	42%	$122,290	$219,198	$96,909
1 P5609	920	603	30		$81.13	$48,930		$0	$48,930	54%	95%	41%	$26,422	$46,484	$20,061
1 P5682	920	358	30		$81.13	$29,057		$0	$29,057	100%	100%	0%	$29,057	$29,057	$0
1 P5696	920	895	30		$81.13	$72,616		$0	$72,616	0%	0%	0%	$0	$0	$0
Subtotal:		**6,284**		**2004**		**$509,851**	**0%**	**$0**	**$509,851**				**$215,038**	**$419,397**	**$204,359**

TABLE NO. 12
Existing Impact Fee Water Lines

1 - City Participation in Cost Oversize
2 - City Initiated and Funded

Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity 2012	(%) Utilized Capacity 2022	(%) Utilized Capacity During Fee Period	($) Utilized Capacity 2012	($) Utilized Capacity 2022	($) Utilized Capacity During Fee Period
COLLIN MCKINNEY 20" & 24" WATER LINE (CRAIG RANCH INFRASTRUCTURE) (VCIM 1)															
From Alma Dr. to TPC Dr.															
1 P5610	920	299	20		$81.13	$24,284		$0	$24,284	54%	94%	40%	$13,113	$22,827	$9,714
1 P5618	920	495	24		$81.13	$40,175		$0	$40,175	51%	77%	26%	$20,489	$30,935	$10,446
1 P5619	920	307	24		$81.13	$24,904		$0	$24,904	54%	76%	22%	$13,448	$18,927	$5,479
1 P5620	920	294	24		$81.13	$23,826		$0	$23,826	59%	82%	23%	$14,057	$19,537	$5,480
1 P5621	920	238	24		$81.13	$19,298		$0	$19,298	60%	83%	23%	$11,579	$16,017	$4,439
1 P5622	920	290	24		$81.13	$23,564		$0	$23,564	60%	83%	23%	$14,138	$19,558	$5,420
1 P5623	920	298	24		$81.13	$24,145		$0	$24,145	60%	83%	23%	$14,487	$20,040	$5,553
1 P5624	920	290	24		$81.13	$23,550		$0	$23,550	61%	83%	22%	$14,366	$19,547	$5,181
1 P5625	920	296	24		$81.13	$24,001		$0	$24,001	60%	84%	24%	$14,401	$20,161	$5,760
1 P5626	920	220	24		$81.13	$17,839		$0	$17,839	51%	73%	22%	$9,098	$13,022	$3,925
1 P5627	920	586	24		$81.13	$47,510		$0	$47,510	54%	73%	19%	$25,655	$34,682	$9,027
1 P5628	920	597	24		$81.13	$48,446		$0	$48,446	38%	73%	35%	$18,409	$35,366	$16,956
1 P5629	920	922	24		$81.13	$74,838		$0	$74,838	41%	71%	30%	$30,684	$53,135	$22,451
Subtotal:		**5,132**		**2004**		**$416,381**	**0%**	**$0**	**$416,380**				**$213,924**	**$323,754**	**$109,831**
ALMA ROAD 20-INCH WATER LINE (CRAIG RANCH INFRASTRUCTURE) (VCIM 1)															
From Collin McKinney Parkway to S.H. 121															
1 P5611	920	879	20		$81.13	$71,305		$0	$71,305	52%	93%	41%	$37,079	$66,314	$29,235
1 P5612	920	349	20		$81.13	$28,346		$0	$28,346	46%	93%	47%	$13,039	$26,362	$13,323
1 P5613	920	347	20		$81.13	$28,136		$0	$28,136	40%	93%	53%	$11,254	$26,166	$14,912
1 P5616	920	624	20		$81.13	$50,664		$0	$50,664	62%	100%	38%	$31,412	$50,664	$19,252
1 P5617	920	583	20		$81.13	$47,264		$0	$47,264	61%	100%	39%	$28,831	$47,264	$18,433
Subtotal:		**2,782**		**2004**		**$225,715**	**0%**	**$0**	**$225,715**				**$121,615**	**$216,770**	**$95,155**
WESTRIDGE WATER LINE															
From Custer Rd. to the Indpendence Elevated Storage Tank															
1 P5148	920	1,100	20		$47.85	$52,634		$27,633	$80,267	100%	100%	0%	$80,267	$80,267	$0
1 P5149	920	578	20		$47.85	$27,648		$14,515	$42,163	100%	100%	0%	$42,163	$42,163	$0
1 P5150	920	1,106	18		$47.85	$52,906		$27,776	$80,682	100%	100%	0%	$80,682	$80,682	$0
1 P5151	920	2,689	18		$47.85	$128,656		$67,544	$196,200	100%	100%	0%	$196,200	$196,200	$0
Subtotal:		**5,472**		**2002**		**$261,844**	**5%**	**$137,468**	**$399,312**				**$399,312**	**$399,312**	**$0**
INDEPENDENCE 20-INCH WATER LINE															
From Westridge Blvd. to 650-ft South of Virginia Pkwy.															
1 P5136	920	1,245	20		$46.75	$58,194		$30,552	$88,746	37%	100%	63%	$32,836	$88,746	$55,910
1 P5137	920	1,005	20		$46.75	$46,980		$24,665	$71,645	45%	100%	55%	$32,240	$71,645	$39,405
1 P5138	920	259	20		$46.75	$12,128		$6,367	$18,495	45%	100%	55%	$8,323	$18,495	$10,172
1 P5567	920	1,205	20		$46.75	$56,342		$29,580	$85,922	33%	100%	67%	$28,354	$85,922	$57,568
1 P5695	920	920	20		$46.75	$43,029		$22,590	$65,619	33%	100%	67%	$21,654	$65,619	$43,965
Subtotal:		**4,635**		**2002**		**$216,672**	**5%**	**$113,754**	**$330,427**				**$123,407**	**$330,427**	**$207,020**

TABLE NO. 12
Existing Impact Fee Water Lines

1 - City Participation in Cost Oversize

2 - City Initiated and Funded

Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity 2012	(%) Utilized Capacity 2022	(%) Utilized Capacity During Fee Period	($) Utilized Capacity 2012	($) Utilized Capacity 2022	($) Utilized Capacity During Fee Period
STACY ROAD WATER LINE															
From S.H. 121 to Old FM 720															
1 P6013	920	445	20		$55.40	$24,653		$12,943	$37,596	52%	100%	48%	$19,550	$37,596	$18,046
1 P6014	920	1,486	20		$55.40	$82,333		$43,225	$125,558	66%	100%	34%	$82,868	$125,558	$42,690
1 P6016	920	2,148	20		$54.65	$117,361		$61,614	$178,975	55%	98%	43%	$98,436	$175,396	$76,959
1 P6018	920	1,357	24		$82.11	$111,452		$58,512	$169,964	35%	100%	65%	$59,487	$169,964	$110,477
1 P6019	920	1,395	24		$82.11	$114,552		$60,140	$174,692	36%	100%	64%	$62,889	$174,692	$111,803
Subtotal:		**6,831**		**2007**		**$450,351**	**5%**	**$236,434**	**$686,785**				**$323,230**	**$683,206**	**$359,975**
MCKINNEY RANCH 16-INCH WATER LINE															
From Ridge Rd. to Stacy Rd.															
1 P6024	920	1,666	16		$34.40	$57,313		$30,089	$87,402	24%	98%	74%	$20,976	$85,654	$64,677
1 P6026	920	2,331	16		$34.40	$80,179		$42,094	$122,273	45%	100%	55%	$55,023	$122,273	$67,250
Subtotal:		**3,997**		**2007**		**$137,492**	**5%**	**$72,183**	**$209,675**				**$75,999**	**$207,927**	**$131,927**
COLLIN MCKINNEY 20-INCH WATER LINE - (CRAIG RANCH INFRASTRUCTURE) (VCIM 2)															
From Boston Rd. to Custer Rd.															
1 P5678	920	1,057	20		$130.86	$138,278		$0	$138,278	28%	67%	39%	$38,718	$92,646	$53,928
1 P5679	920	1,335	20		$130.86	$174,742		$0	$174,742	26%	66%	40%	$45,433	$115,330	$69,897
Subtotal:		**2,392**		**2007**		**$313,020**	**0%**	**$0**	**$138,278**				**$38,718**	**$92,646**	**$53,928**
ALMA ROAD 24-INCH WATER LINE - (CRAIG RANCH INFRASTRUCTURE) (VCIM 2)															
From Stacy Road to Collin McKinney Pkwy.															
1 P6027	920	147	24		$130.86	$19,299		$10,132	$29,431	100%	100%	0%	$29,431	$29,431	$0
1 P6028	920	684	24		$130.86	$89,520		$46,998	$136,518	57%	96%	39%	$77,815	$131,057	$53,242
1 P6029	920	626	24		$130.86	$81,967		$43,033	$125,000	56%	96%	40%	$70,000	$120,000	$50,000
1 P6030	920	727	24		$130.86	$95,126		$49,941	$145,067	56%	96%	40%	$81,238	$139,264	$58,027
1 P6031	920	472	24		$130.86	$61,731		$32,409	$94,140	56%	96%	40%	$52,718	$90,374	$37,656
1 P6171	920	1,014	24		$130.86	$132,632		$69,632	$202,264	56%	98%	42%	$113,268	$198,219	$84,951
Subtotal:		**3,670**		**2007**		**$480,275**	**5%**	**$252,145**	**$732,420**				**$424,470**	**$708,345**	**$283,876**
CUSTER ROAD 16-INCH WATER LINE - (CRAIG RANCH INFRASTRUCTURE) (VCIM 2)															
From Stacy Rd. to Town Crossing (2,720-ft South of Boston Rd.)															
1 P5665	920	1,561	16		$130.86	$204,277		$107,245	$311,522	83%	86%	3%	$258,563	$267,909	$9,346
1 P5666	920	1,113	16		$130.86	$145,680		$76,482	$222,162	83%	86%	3%	$184,394	$191,059	$6,665
1 P5667	920	917	16		$130.86	$120,016		$63,008	$183,024	48%	72%	24%	$87,852	$131,777	$43,926
1 P6037	920	1,290	16		$130.86	$168,843		$88,643	$257,486	90%	100%	10%	$231,737	$257,486	$25,749
1 P6038	920	1,430	16		$130.86	$187,146		$98,252	$285,398	80%	88%	8%	$228,318	$251,150	$22,832
Subtotal:		**6,312**		**2007**		**$825,962**	**5%**	**$433,630**	**$1,259,592**				**$990,864**	**$1,099,381**	**$108,518**

TABLE NO. 12
Existing Impact Fee Water Lines

1 - City Participation in Cost Oversize
2 - City Initiated and Funded

Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity 2012	(%) Utilized Capacity 2022	(%) Utilized Capacity During Fee Period	($) Utilized Capacity 2012	($) Utilized Capacity 2022	($) Utilized Capacity During Fee Period
COLLIN MCKINNEY 20-INCH WATER LINE - ROWLETT CREEK BRIDGE															
From TPC Dr. to Boston Rd.															
2 P6041	920	1,324	20		$18.35	$24,289		$12,752	$37,041	39%	68%	29%	$14,446	$25,188	$10,742
Subtotal:		**1,324**		**2006**		**$24,289**	**5%**	**$12,752**	**$37,041**				**$14,446**	**$25,188**	**$10,742**
BRISTOL / CUSTER 42-INCH WATER LINE															
Bristol Dr. from Lacima Dr. to Custer Rd. & Custer Rd. from Bristol Dr. to Virginia Pkwy.															
2 P6150	920	4,864	42		$ 507.59	$2,468,962		$1,296,205	$3,765,167	100%	100%	0%	$3,765,167	$3,765,167	$0
2 P6151	920	610	42		$ 507.59	$309,743		$162,615	$472,358	100%	100%	0%	$472,358	$472,358	$0
2 P6152	920	871	42		$ 507.59	$441,921		$232,009	$673,930	100%	100%	0%	$673,930	$673,930	$0
2 P6222	920	900	42		$ 507.59	$456,834		$239,838	$696,672	100%	100%	0%	$696,672	$696,672	$0
Subtotal:		**7,245**		**2008**		$3,677,460	**5%**	**$1,930,667**	**$5,608,127**				**$5,608,127**	**$5,608,127**	**$0**
CUSTER ROAD UTILITY RELOCATION															
From Virginia Pkwy. to Eldorado Pkwy.															
2 P5130	920	275	36		$ 432.46	$118,725		$62,331	$181,056	100%	100%	0%	$181,056	$181,056	$0
2 P5132	920	260	36		$ 432.46	$112,437		$59,029	$171,466	100%	100%	0%	$171,466	$171,466	$0
2 P5754	920	487	30		$ 432.46	$210,584		$110,557	$321,141	100%	100%	0%	$321,141	$321,141	$0
2 P6153	920	841	36		$ 432.46	$363,495		$190,835	$554,330	100%	100%	0%	$554,330	$554,330	$0
2 P6155	920	1,717	36		$ 432.46	$742,406		$389,763	$1,132,169	100%	100%	0%	$1,132,169	$1,132,169	$0
2 P6156	920	2,392	36		$ 432.46	$1,034,493		$543,109	$1,577,602	100%	100%	0%	$1,577,602	$1,577,602	$0
2 P6168	920	1,347	30		$ 432.46	$582,648		$305,890	$888,538	100%	100%	0%	$888,538	$888,538	$0
2 P6169	920	2,744	30		$ 432.46	$1,186,493		$622,909	$1,809,402	100%	100%	0%	$1,809,402	$1,809,402	$0
2 P6170	920	1,007	30		$ 432.46	$435,495		$228,635	$664,130	100%	100%	0%	$664,130	$664,130	$0
Subtotal:		**11,069**		**2010**		**$4,786,776**	**5%**	**$2,513,058**	**$7,299,834**				**$7,299,834**	**$7,299,834**	**$0**
ELDORADO PKWY. / STONEBRIDGE DRIVE INTERSECTION 20-INCH WATER LINE															
Intersection of Eldorado Pkwy. and Stonebridge Dr. - Replace Existing 12" Water Line with 20" Water Line by Bore															
2 P6183	920	210	20		$1,041.85	$218,789		$5,250	$224,039	68%	100%	32%	$152,347	$224,039	$71,692
Subtotal:		**210**		**2012**		**$218,789**	**5%**	**$218,789**	**$218,789**						

TABLE NO. 12
Existing Impact Fee Water Lines

1 - City Participation in Cost Oversize

2 - City Initiated and Funded

	Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
											2012	2022	During Fee Period	2012	2022	During Fee Period
U.S. 380 36-INCH WATER LINE																
From Univeristy Pump Station to Hardin Rd.																
2	P3423	850	30	36		$361.55	$10,765		$5,652	$16,417	71%	100%	29%	$11,656	$16,417	$4,761
2	P4084	850	5,597	36		$361.55	$2,023,591		$1,062,385	$3,085,976	40%	100%	60%	$1,234,390	$3,085,976	$1,851,586
2	P4085	850	3,633	36		$361.55	$1,313,651		$689,667	$2,003,318	71%	100%	29%	$1,422,356	$2,003,318	$580,962
2	P4086	850	1,082	36		$361.55	$391,083		$205,319	$596,402	79%	100%	21%	$471,158	$596,402	$125,244
2	P4087	850	320	36		$361.55	$115,531		$60,654	$176,185	83%	100%	17%	$146,234	$176,185	$29,951
2	P4088	850	129	30		$361.55	$46,731		$24,534	$71,265	83%	100%	17%	$59,150	$71,265	$12,115
2	P4089	850	1,451	30		$361.55	$524,737		$275,487	$800,224	91%	100%	9%	$728,204	$800,224	$72,020
2	P4090	850	926	30		$361.55	$334,611		$175,671	$510,282	94%	100%	6%	$479,665	$510,282	$30,617
2	P4183	850	441	36		$361.55	$159,447		$83,710	$243,157	81%	100%	19%	$196,957	$243,157	$46,200
2	P4184	850	3,229	30		$361.55	$1,167,383		$612,876	$1,780,259	92%	100%	8%	$1,637,838	$1,780,259	$142,421
2	P4196	850	366	36		$361.55	$132,334		$69,475	$201,809	81%	100%	19%	$163,465	$201,809	$38,344
	Subtotal:		**17,204**		**2012**		**$6,219,865**	**5%**	**$3,265,430**	**$9,485,294**				**$6,551,073**	**$9,485,294**	**$2,934,221**
UNIVERSITY PUMP STATION DISCHARGE LINE NO. 2																
From University Pump Station West to Future Stonebridge Dr.; South Along Future Stonebridge Dr. to U.S. 380; U.S. 380 to Custer Rd.																
2	P6090	920	184	48		$677.22	$124,891		$65,568	$190,459	100%	100%	0%	$190,459	$190,459	$0
2	P6091	920	112	48		$677.22	$75,772		$39,780	$115,552	12%	27%	15%	$13,866	$31,199	$17,333
2	P6148	920	2,145	66		$677.22	$1,452,373		$762,496	$2,214,869	55%	60%	5%	$1,218,178	$1,328,921	$110,743
2	P6149	920	2,784	30		$677.22	$1,885,175		$989,717	$2,874,892	47%	82%	35%	$1,351,199	$2,357,411	$1,006,212
2	P6235	920	623	30		$677.22	$422,236		$221,674	$643,910	41%	77%	36%	$264,003	$495,811	$231,808
2	P7061	920	106	48		$677.22	$71,490		$37,532	$109,022	66%	72%	6%	$71,955	$78,496	$6,541
	Subtotal:		**5,954**		**2009**		**$4,031,938**	**5%**	**$2,116,767**	**$6,148,704**				**$3,109,660**	**$4,482,297**	**$1,372,637**
STACY ROAD 24-INCH WATER LINE																
From Alma Rd. East 2,756-ft																
1	P6020	920	687	24		193.1462403	$132,707		$69,671	$202,378	60%	100%	40%	$121,427	$202,378	$80,951
1	P5744	920	1,950	24		193.1462403	$376,677		$197,755	$574,432	60%	100%	40%	$344,659	$574,432	$229,773
	Subtotal:		**2,637**		**2009**		**$509,384**	**5%**	**$267,426**	**$776,810**				**$466,086**	**$776,810**	**$310,724**
HARDIN 36-INCH WATER LINE (TIMBER CREEK ACCESS IMPROVEMENTS)																
From Wilmeth Rd. to Holly Ridge Way																
1	P4015	850	1,200	36		$249.81	$299,890		$157,442	$457,332	10%	46%	36%	$45,733	$210,373	$164,640
1	P4016	850	1,606	36		$249.81	$401,100		$210,578	$611,678	0%	40%	40%	$0	$244,671	$244,671
	Subtotal:		**2,806**		**2010**		**$700,990**	**5%**	**$368,020**	**$1,069,010**				**$45,733**	**$455,044**	**$409,311**
LAKE FOREST 20-INCH WATER LINE																
From Collin McKinney Pkwy. to S.H. 121																
1	P6012	920	1,879	20		$302.70	$568,772		$298,605	$867,377	100%	100%	0%	$867,377	$867,377	$0
	Subtotal:		**1,879**		**2010**		**$568,772**	**5%**	**$298,605**	**$867,377**				**$867,377**	**$867,377**	**$0**

TABLE NO. 12
Existing Impact Fee Water Lines

1 - City Participation in Cost Oversize
2 - City Initiated and Funded

Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
VALOR POINTE AT WESTRIDGE, PHASE 10 - 16-INCH WATER LINES															
Along Virgina Parkway West 1,250-ft to Future Westridge Subdivision; South & Southwest in Future Westridge Subdivision															
1 P6069	920	1,224	16		$18.45	$22,579		$11,854	$34,433	23%	100%	77%	$7,920	$34,433	$26,513
1 P6079	920	647	16		$18.45	$11,927		$6,262	$18,189	21%	100%	79%	$3,820	$18,189	$14,369
Subtotal:		**1,870**		**2012**		**$34,506**	**5%**	**$18,116**	**$52,622**				**$11,740**	**$52,622**	**$40,882**
920 VIRGINIA PKWY. 12-INCH PARALLEL LINE															
From Adriatic Pkwy. to Ridge Rd.															
2 P5232	920	949	12		$67.51	$64,038		$33,620	$97,658	100%	100%	0%	$97,658	$97,658	$0
2 P5702	920	620	12		$67.51	$41,874		$21,984	$63,858	100%	100%	0%	$63,858	$63,858	$0
2 P5736	920	949	12		$67.51	$64,102		$33,654	$97,756	96%	100%	4%	$93,846	$97,756	$3,910
2 P5737	920	389	12		$67.51	$26,232		$13,772	$40,004	97%	100%	3%	$38,804	$40,004	$1,200
2 P6172	920	1,095	12		$67.51	$73,920		$38,808	$112,728	97%	100%	3%	$109,346	$112,728	$3,382
Subtotal:		**4,002**		**2011**		**$270,166**	**5%**	**$141,838**	**$412,004**				**$403,512**	**$412,004**	**$8,492**
WESTRIDGE 24-INCH WATER LINE															
Westridge Blvd. Phase 4A & 4B (Custer West Partners) From Independence Elevated Storage Tank to Willard Dr.															
1 P5158	920	1,163	24		$50.74	$58,996		$30,973	$89,969	36%	81%	45%	$32,389	$72,875	$40,486
1 P5159	920	632	24		$50.74	$32,041		$16,822	$48,863	39%	82%	43%	$19,057	$40,068	$21,011
1 P5160	920	867	24		$50.74	$43,971		$23,085	$67,056	79%	97%	18%	$52,974	$65,044	$12,070
1 P5683	920	287	24		$50.74	$14,561		$7,645	$22,206	41%	83%	42%	$9,104	$18,431	$9,327
1 P6062	920	1,289	24		$50.74	$65,385		$34,327	$99,712	4%	80%	76%	$3,988	$79,770	$75,781
Subtotal:		**4,237**		**2007**		**$214,953**	**5%**	**$112,852**	**$327,806**				**$117,512**	**$276,188**	**$158,675**

TABLE NO. 12
Existing Impact Fee Water Lines

1 - City Participation in Cost Oversize

2 - City Initiated and Funded

Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Intersest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
LAKE FOREST 36-INCH WATER LINE															
From Willmeth Phase 2 Water Line to Bloomdale Rd.															
1 P4013	850	1,650	36		$421.10	$694,746		$364,742	$1,059,488	0%	15%	15%	$0	$158,923	$158,923
1 P4189	850	892	36		$421.10	$375,571		$197,175	$572,746	5%	17%	12%	$28,637	$97,367	$68,730
Subtotal:		**2,542**		**2010**		**$1,070,317**	**5%**	**$561,917**	**$1,632,234**				**$28,637**	**$256,290**	**$227,653**
HARDIN ELEVATED STORAGE TANK WATER LINES															
From Mallard Lakes 12" WL to Hardin Blvd.															
2 P3359	850	464	24		$407.34	$188,899		$99,172	$288,071	0%	82%	82%	$0	$236,218	$236,218
2 P3371	850	369	12		$169.32	$62,399		$32,759	$95,158	0%	82%	82%	$0	$78,030	$78,030
2 P4116	850	1,072	24		$300.92	$322,536		$169,331	$491,867	0%	75%	75%	$0	$368,900	$368,900
Subtotal:		**1,904**		**2012**		**$573,834**	**5%**	**$301,262**	**$875,096**				**$0**	**$683,148**	**$683,148**
US 75 UTILITY RELOCATIONS															
From Market Place Dr. South to Existing 16" Water Line															
2 P2116	794	1,848	16		$376.42	$695,619		$365,200	$1,060,819	68%	81%	13%	$721,357	$859,263	$137,906
Subtotal:		**1,848**		**2012**		**$695,619**	**5%**	**$365,200**					**$721,357**	**$859,263**	**$137,906**
US 75 UTILITY RELOCATIONS - PHASE III															
Along NB US 75 From Bloomdale Rd. North; US 75 Crossing; From US 75 Crossing Along SB US 75															
2 P3175	794	1,186	16		$218.41	$259,097		$136,026	$395,123	13%	66%	53%	$51,366	$260,781	$209,415
2 P3176	794	458	16		$218.41	$100,086		$52,545	$152,631	13%	66%	53%	$19,842	$100,736	$80,894
2 P3177	794	544	16		$218.41	$118,756		$62,347	$181,103	6%	65%	59%	$10,866	$117,717	$106,851
Subtotal:		**2,188**		**2012**		**$477,940**	**5%**	**$250,918**	**$728,857**				**$82,074**	**$479,234**	**$397,160**
EXISTING TOTAL:		**241,729**				**$45,493,957**		**$22,497,972**	**$66,836,124**				**$48,090,584**	**$59,113,332**	**$11,022,749**

TABLE NO. 13
Proposed Impact Fee Water Lines

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**Average Unit Costs are Based in 2012 Dollars Unless Otherwise Indicated and Includes 20% for Engineering and Easements.*

	Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
											2012	2022	During Fee Period	2012	2022	During Fee Period
INDUSTRIAL BLVD. 12" WATER LINE (PIPE BURST 8" to 12")																
From Industrial Elevated Tank East 1,540-ft & from Union Pacific RR to Lavon Dr.																
2	P1399 *	794	160	12		$261.90	$41,782		$21,936	$63,718	0%	82%	82%	$0	$52,249	$52,249
2	P1402 *	794	630	12		$261.90	$164,959		$86,604	$251,563	0%	85%	85%	$0	$213,829	$213,829
2	P1403 *	794	1,543	12		$261.90	$404,127		$212,167	$616,294	0%	84%	84%	$0	$517,687	$517,687
	Subtotal:		**2,332**		**2014**		**$610,868**	**5%**	**$320,707**	**$931,575**				**$0**	**$783,765**	**$783,765**
COUCH DRIVE 12" WATER LINE LOOP																
From Airport Rd. to Couch Dr.																
2	P1406 *	794	4,120	12		$169.90	$700,000		$367,500	$1,067,500	0%	83%	83%	$0	$886,025	$886,025
					2014		**$700,000**	**5%**	**$367,500**	**$1,067,500**				**$0**	**$886,025**	**$886,025**
US 380 / INDEPENDENCE LOOP																
From Custer Rd. to Independence Pkwy. & Independence Pkwy. from US 380 to Virginia Pkwy. (Pipe 5757 is a Bore Across Custer)																
2	P5757 *	920	146	16		$550.00	$80,475		$42,249	$122,724	0%	70%	70%	$0	$85,907	$85,907
2	P5758 *	920	449	12		$114.00	$51,222		$26,892	$78,114	0%	83%	83%	$0	$64,835	$64,835
2	P5763 *	920	329	8		$85.00	$27,946		$14,672	$42,618	0%	100%	100%	$0	$42,618	$42,618
2	P5767 *	920	307	16		$132.00	$40,477		$21,250	$61,727	0%	89%	89%	$0	$54,937	$54,937
2	P6083 *	920	1,021	24		$225.00	$229,786		$120,638	$350,424	0%	88%	88%	$0	$308,373	$308,373
2	P6084 *	920	2,797	24		$225.00	$629,218		$330,339	$959,557	0%	88%	88%	$0	$844,410	$844,410
2	P6086 *	920	1,686	12		$114.00	$192,204		$100,907	$293,111	0%	89%	89%	$0	$260,869	$260,869
2	P6087 *	920	4,099	24		$225.00	$922,289		$484,202	$1,406,491	0%	90%	90%	$0	$1,265,842	$1,265,842
			10,834		**2015**		**$2,173,617**	**5%**	**$1,141,149**	**$3,314,766**				**$0**	**$2,927,791**	**$2,927,791**
US 380 / COIT SUBDIVISION OFFSITE																
20" Along Independence Pkwy. from 600-ft South of Virginia Pkwy.; 24" Along Independence Pkwy. from Virginia Virginia Pkwy. to 1,628-ft north of Virginia Pkwy.; 16" Along Virginia Pkwy. from Bluestem Dr. to Independence Pkwy.																
1	P6074 *	920	1,078	16		$18.00	$19,401		$10,186	$29,587	0%	81%	81%	$0	$23,965	$23,965
1	P6089 *	920	596	20		$60.00	$35,743		$18,765	$54,508	0%	100%	100%	$0	$54,508	$54,508
1	P6239 *	920	1,628	24		$111.00	$180,717		$94,876	$275,593	0%	89%	89%	$0	$245,278	$245,278
	Subtotal:		**3,302**		**2014**		**$235,861**	**5%**	**$123,827**	**$359,688**				**$0**	**$323,751**	**$323,751**
BLUESTEM 16" WATER LINE																
16" Along Bluestem Dr. from Hidden Haven Dr. to Future Eden Dr.																
1	P6067 *	920	2,375	16		$18.00	$42,750		$22,444	$65,194	0%	100%	100%	$0	$65,194	$65,194
	Subtotal:		**2,375**		**2015**		**$42,750**	**5%**	**$22,444**	**$65,194**				**$0**	**$65,194**	**$65,194**

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	Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
											2012	2022	During Fee Period	2012	2022	During Fee Period
WESTRIDGE 16" WATER LINE																
From Willard Drive to Coit Rd.																
1	P6061 *	920	1,630	16		$18.00	$29,349		$15,408	$44,757	0%	79%	79%	$0	$35,358	$35,358
Subtotal:			**1,630**		**2015**		**$29,349**	**5%**	**$15,408**	**$44,757**				**$0**	**$35,358**	**$35,358**
S.H. 5 36" WATER LINE & WILLOWWOOD 36" & 24" WATER LINE																
From Bloomdale Road to Future Willowwood Subdivision																
1	P2000 *	794	6,677	36		$276.00	$1,842,852		$967,497	$2,810,349	0%	7%	7%	$0	$196,724	$196,724
1	P2008 *	764	4,185	24		$111.00	$464,535		$243,881	$708,416	0%	11%	11%	$0	$77,926	$77,926
Subtotal:			**10,862**		**2015**		**$2,307,387**	**5%**	**$1,211,378**	**$3,518,765**				**$0**	**$274,650**	**$274,650**
HARDIN SOUTH 16" WATER LINE																
From McKinney Ranch Pkwy. to Collin McKinney Pkwy.																
1	P6010 *	920	1,515	16		$18.00	$27,264		$14,314	$41,578	0%	97%	97%	$0	$40,331	$40,331
Subtotal:			**1,515**		**2016**		**$27,264**	**5%**	**$14,314**	**$41,578**				**$0**	**$40,331**	**$40,331**
STONEBRIDGE 48" WATER LINE																
From U.S. 380 to F.M. 1461 (Future East-West Thoroughfare)																
1	P6092 *	920	6,911	48		$378.00	$2,612,307		$1,371,461	$3,983,768	0%	7%	7%	$0	$278,864	$278,864
1	P6100 *	920	1,500	48		$378.00	$566,928		$297,637	$864,565	0%	4%	4%	$0	$34,583	$34,583
1	P6101 *	920	2,301	48		$378.00	$869,604		$456,542	$1,326,146	0%	5%	5%	$0	$66,307	$66,307
1	P6111 *	920	3,289	48		$378.00	$1,243,172		$652,665	$1,895,837	0%	3%	3%	$0	$56,875	$56,875
1	P6112 *	920	2,128	48		$378.00	$804,204		$422,207	$1,226,411	0%	3%	3%	$0	$36,792	$36,792
Subtotal:			**16,128**		**2016**		**$6,096,215**	**5%**	**$3,200,512**	**$9,296,727**				**$0**	**$473,421**	**$473,421**
HARDIN 30" WATER LINE - (TRINITY FALLS WEST FEED)																
From Holly Ridge Way to FM 543																
1	P4017 *	850	2,448	30		$162.00	$396,643		$208,238	$604,881	0%	48%	48%	$0	$290,343	$290,343
1	P4034 *	850	2,422	30		$162.00	$392,296		$205,955	$598,251	0%	20%	20%	$0	$119,650	$119,650
1	P4035 *	850	4,530	30		$162.00	$733,808		$385,249	$1,119,057	0%	19%	19%	$0	$212,621	$212,621
1	P4036 *	850	2,474	30		$162.00	$400,835		$210,438	$611,273	0%	38%	38%	$0	$232,284	$232,284
1	P4044 *	850	1,636	30		$162.00	$264,998		$139,124	$404,122	0%	39%	39%	$0	$157,608	$157,608
Subtotal:			**13,510**		**2017**		**$2,188,580**	**5%**	**$1,149,004**	**$3,337,584**				**$0**	**$1,012,506**	**$1,012,506**
F.M. 543 24" & 16" WATER LINE																
From Hardin Blvd. to East Limits of Trinity Falls																
1	P4051 *	850	3,200	24		$111.00	$355,232		$186,497	$541,729	0%	76%	76%	$0	$411,714	$411,714
1	P4052 *	850	2,602	16		$18.00	$46,827		$24,584	$71,411	0%	51%	51%	$0	$36,420	$36,420
Subtotal:			**5,802**		**2017**		**$402,059**	**5%**	**$211,081**	**$613,140**				**$0**	**$448,134**	**$448,134**

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											2012	2022	During Fee Period	2012	2022	During Fee Period
F.M. 1461 (FUTURE E/W THOROUGHFARE) 24" & 18" WATER LINE																
From Future Stonebridge Dr. to Future Lake Forest Dr.																
1	P4164 *	920	1,348	24		$111.00	$149,610		$78,545	$228,155	0%	4%	4%	$0	$9,126	$9,126
1	P6132 *	920	3,041	24		$111.00	$337,515		$177,195	$514,710	0%	3%	3%	$0	$15,441	$15,441
1	P6133 *	920	1,142	24		$111.00	$126,750		$66,544	$193,294	0%	4%	4%	$0	$7,732	$7,732
1	P6140 *	920	3,657	18		$30.00	$109,710		$57,598	$167,308	0%	2%	2%	$0	$3,346	$3,346
1	P6141 *	920	940	24		$111.00	$104,301		$54,758	$159,059	0%	1%	1%	$0	$1,591	$1,591
1	P6176 *	920	452	18		$30.00	$13,546		$7,112	$20,658	0%	4%	4%	$0	$826	$826
1	P6178 *	920	182	24		$111.00	$20,180		$10,594	$30,774	0%	2%	2%	$0	$615	$615
	Subtotal:		**10,760**		**2017**		**$861,612**	**5%**	**$452,346**	**$1,313,958**				**$0**	**$38,677**	**$38,677**
HARDIN 24" & 16" (TRINITY FALLS WEST FEED NORTH)																
"Trinity Falls West Feed" From F.M. 546 to Trinity Falls North Loop																
1	P4069 *	850	2,925	24		$111.00	$324,686		$170,460	$495,146	0%	33%	33%	$0	$163,398	$163,398
1	P4070 *	850	5,580	16		$18.00	$100,446		$52,734	$153,180	0%	38%	38%	$0	$58,208	$58,208
	Subtotal:		**8,505**		**2018**		**$425,132**	**5%**	**$223,194**	**$648,326**				**$0**	**$221,606**	**$221,606**
COUNTY ROAD 227 16" WATER LINE																
From Future Hardin Rd. East to Trinity Falls																
1	P4072 *	850	5,256	16		$18.00	$94,617		$49,674	$144,291	0%	51%	51%	$0	$73,588	$73,588
	Subtotal:		**5,256**		**2018**		**$94,617**	**5%**	**$49,674**	**$144,291**				**$0**	**$73,588**	**$73,588**
AIRPORT WATER LINE NORTH LOOP																
Along Future Airport Blvd. From Bloomdale Rd. to U.S. 380																
2	P2017 *	794	4,995	36		$390.00	$1,947,997		$1,022,698	$2,970,695	0%	19%	19%	$0	$564,432	$564,432
2	P2018 *	794	421	36		$390.00	$164,202		$86,206	$250,408	0%	19%	19%	$0	$47,578	$47,578
2	P2043 *	794	4,928	20		$174.00	$857,552		$450,215	$1,307,767	0%	68%	68%	$0	$889,282	$889,282
2	P2044 *	794	3,445	20		$174.00	$599,383		$314,676	$914,059	0%	87%	87%	$0	$795,231	$795,231
	Subtotal:		**13,789**		**2018**		**$3,569,134**	**5%**	**$1,873,795**	**$5,442,929**				**$0**	**$2,296,523**	**$2,296,523**
CUSTER 18" NORTH WATER LINE																
From U.S. 380 North to FM 1461 (Future E / W Thoroughfare)																
2	P6052 *	920	1,426	18		$144.00	$205,353		$107,810	$313,163	0%	43%	43%	$0	$134,660	$134,660
2	P6093 *	920	2,174	18		$144.00	$312,996		$164,323	$477,319	0%	32%	32%	$0	$152,742	$152,742
2	P6096 *	920	2,617	18		$144.00	$376,916		$197,881	$574,797	0%	28%	28%	$0	$160,943	$160,943
2	P6097 *	920	1,392	18		$144.00	$200,431		$105,226	$305,657	0%	30%	30%	$0	$91,697	$91,697
2	P6102 *	920	3,095	18		$144.00	$445,733		$234,010	$679,743	0%	14%	14%	$0	$95,164	$95,164
2	P6103 *	920	2,348	18		$144.00	$338,065		$177,484	$515,549	0%	15%	15%	$0	$77,332	$77,332
2	P6210 *	920	1,925	18		$144.00	$277,167		$145,513	$422,680	0%	34%	34%	$0	$143,711	$143,711
2	P6211 *	920	1,009	18		$144.00	$145,276		$76,270	$221,546	0%	32%	32%	$0	$70,895	$70,895
	Subtotal:		**15,986**		**2018**		**$2,301,937**	**5%**	**$1,208,517**	**$3,510,454**				**$0**	**$927,144**	**$927,144**

TABLE NO. 13
Proposed Impact Fee Water Lines

1 - City Participation in Cost Oversize

2 - City Initiated and Funded

**Average Unit Costs are Based in 2012 Dollars Unless Otherwise Indicated and Includes 20% for Engineering and Easements.*

	Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
											2012	2022	During Fee Period	2012	2022	During Fee Period
RIDGE 20" & 24" WATER LINES																
From Wilmeth Rd. to Future Bloomdale Rd.																
1	P4007 *	850	3,003	24		$111.00	$333,364		$175,016	$508,380	0%	7%	7%	$0	$35,587	$35,587
1	P4008 *	850	1,732	20		$60.00	$103,901		$54,548	$158,449	0%	13%	13%	$0	$20,598	$20,598
1	P4109 *	850	555	24		$111.00	$61,573		$32,326	$93,899	0%	7%	7%	$0	$6,573	$6,573
	Subtotal:		**5,290**		**2019**		**$498,838**	**5%**	**$261,890**	**$760,728**				**$0**	**$62,758**	**$62,758**
RIDGE 16" WATER LINES (LOOP TO OLD DANVILLE SYSTEM)																
From FM 1461 to C.R. 168 (Future E / W Thoroughfare)																
1	P6134 *	920	2,078	16		$18.00	$37,401		$19,635	$57,036	0%	3%	3%	$0	$1,711	$1,711
1	P6135 *	920	3,084	16		$18.00	$55,508		$29,142	$84,650	0%	2%	2%	$0	$1,693	$1,693
	Subtotal:		**5,162**		**2019**		**$92,909**	**5%**	**$48,777**	**$141,686**				**$0**	**$3,404**	**$3,404**
LAKE FOREST 30" WATER LINE																
From Bloomdale Rd. to Future E/W Thoroughfare at C.R. 166 and F.M. 1461																
1	P4025 *	850	2,317	30		$162.00	$375,349		$197,058	$572,407	0%	15%	15%	$0	$85,861	$85,861
1	P4026 *	850	1,780	30		$162.00	$288,354		$151,386	$439,740	0%	15%	15%	$0	$65,961	$65,961
1	P4027 *	850	1,522	30		$162.00	$246,558		$129,443	$376,001	0%	15%	15%	$0	$56,400	$56,400
	Subtotal:		**5,619**		**2019**		**$910,261**	**5%**	**$477,887**	**$1,388,148**				**$0**	**$208,222**	**$208,222**
BLOOMDALE 16" WATER LINE - 850 PHASE 1																
From Future Ridge Rd. to Future Stonebridge Dr.																
1	P4018 *	850	1,534	16		$18.00	$27,619		$14,500	$42,119	0%	12%	12%	$0	$5,054	$5,054
1	P4019 *	850	1,879	16		$18.00	$33,819		$17,755	$51,574	0%	9%	9%	$0	$4,642	$4,642
	Subtotal:		**3,413**		**2019**		**$61,438**	**5%**	**$32,255**	**$93,693**				**$0**	**$9,696**	**$9,696**
BLOOMDALE 16" WATER LINE - 850 PHASE 2																
From Future Ridge Rd. to Lake Forest Dr.																
1	P4020 *	850	3,050	16		$18.00	$54,904		$28,825	$83,729	0%	41%	41%	$0	$34,329	$34,329
1	P4021 *	850	2,236	16		$18.00	$40,248		$21,130	$61,378	0%	56%	56%	$0	$34,372	$34,372
	Subtotal:		**5,286**		**2019**		**$95,152**	**5%**	**$49,955**	**$145,107**				**$0**	**$68,701**	**$68,701**
BLOOMDALE 794 PUMP STATION 54" DISCHARGE LINE																
From Future Bloomdale Pump Station to Bloomdale Rd. & East to S.H. 5																
2	P2112 *	794	1,446	54		$564.00	$815,578		$428,179	$1,243,757	0%	20%	20%	$0	$248,751	$248,751
2	P2114 *	794	5,452	54		$564.00	$3,075,023		$1,614,387	$4,689,410	0%	18%	18%	$0	$844,094	$844,094
	Subtotal:		**6,898**		**2020**		**$3,890,601**	**5%**	**$2,042,566**	**$5,933,167**				**$0**	**$1,092,845**	**$1,092,845**

TABLE NO. 13
Proposed Impact Fee Water Lines

1 - City Participation in Cost Oversize

2 - City Initiated and Funded

**Average Unit Costs are Based in 2012 Dollars Unless Otherwise Indicated and Includes 20% for Engineering and Easements.*

	Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
											2012	2022	During Fee Period	2012	2022	During Fee Period
AIRPORT 24" WATER LINE SOUTH LOOP																
Along Future Airport Blvd. From Industrial Blvd. South to Future SE Thoroughfare																
2	P2086 *	794	1,214	24		$225.00	$273,085		$143,370	$416,455	0%	77%	77%	$0	$320,670	$320,670
2	P2087 *	794	1,418	24		$225.00	$319,028		$167,490	$486,518	0%	53%	53%	$0	$257,855	$257,855
2	P2120 *	794	2,296	24		$225.00	$516,681		$271,258	$787,939	0%	55%	55%	$0	$433,366	$433,366
2	P2121 *	794	1,100	24		$225.00	$247,550		$129,964	$377,514	0%	53%	53%	$0	$200,082	$200,082
	Subtotal:		**6,028**		**2020**		**$1,356,344**	**5%**	**$712,082**	**$2,068,426**				**$0**	**$1,211,973**	**$1,211,973**
OLD MILL ROAD 24" WATER LINE (FUTURE THOROUGHFARE)																
From McDonald St. to Future Airport Blvd.																
2	P2082 *	794	2,473	24		$225.00	$556,437		$292,129	$848,566	0%	92%	92%	$0	$780,681	$780,681
2	P2083 *	794	1,551	24		$225.00	$348,971		$183,210	$532,181	0%	91%	91%	$0	$484,285	$484,285
2	P2085 *	794	4,904	24		$225.00	$1,103,455		$579,314	$1,682,769	0%	96%	96%	$0	$1,615,458	$1,615,458
	Subtotal:		**8,928**		**2020**		**$2,008,863**	**5%**	**$1,054,653**	**$3,063,516**				**$0**	**$2,880,424**	**$2,880,424**
BLOOMDALE 850 PUMP STATION 42 & 54" DISCHARGE LINE																
From Future Bloomdale Pump Station to Future Hardin Rd.																
2	P4024 *	850	2,971	42		$450.00	$1,337,025		$701,938	$2,038,963	0%	19%	19%	$0	$387,403	$387,403
2	P4075 *	850	2,549	54		$564.00	$1,437,901		$754,898	$2,192,799	0%	22%	22%	$0	$482,416	$482,416
2	P4077 *	850	1,977	42		$450.00	$889,588		$467,034	$1,356,622	0%	23%	23%	$0	$312,023	$312,023
2	P4118 *	850	811	42		$450.00	$364,963		$191,606	$556,569	0%	24%	24%	$0	$133,577	$133,577
	Subtotal:		**8,309**		**2020**		**$4,029,477**	**5%**	**$2,115,476**	**$6,144,953**				**$0**	**$1,315,419**	**$1,315,419**
FUTURE 850 EAST / WEST THOROUGHFARE 20" & 24" WATER LINE																
From U.S. 75 to Future Lake Forest Dr.																
1	P4037 *	850	2,631	24		$111.00	$292,070		$153,337	$445,407	0%	23%	23%	$0	$102,444	$102,444
1	P4038 *	850	2,806	20		$60.00	$168,367		$88,393	$256,760	0%	30%	30%	$0	$77,028	$77,028
1	P4039 *	850	4,540	20		$60.00	$272,401		$143,011	$415,412	0%	28%	28%	$0	$116,315	$116,315
1	P4047 *	850	3,945	24		$111.00	$437,921		$229,909	$667,830	0%	24%	24%	$0	$160,279	$160,279
1	P4048 *	850	3,338	24		$111.00	$370,538		$194,532	$565,070	0%	23%	23%	$0	$129,966	$129,966
	Subtotal:		**17,261**		**2021**		**$1,541,297**	**5%**	**$809,182**	**$2,350,479**				**$0**	**$586,032**	**$586,032**
BLOOMDALE PUMP STATION 850 DISCHARGE LINE (TRINITY FALLS EAST FEED)																
From Bloomdale Rd. North Along U.S. 75 to F.M. 543; North Along F.M. 543 to Trinity Falls																
1	P4049 *	850	4,519	30		$162.00	$732,094		$384,349	$1,116,443	0%	39%	39%	$0	$435,413	$435,413
1	P4050 *	850	2,217	30		$162.00	$359,195		$188,577	$547,772	0%	40%	40%	$0	$219,109	$219,109
1	P4076 *	850	7,002	48		$378.00	$2,646,927		$1,389,637	$4,036,564	0%	33%	33%	$0	$1,332,066	$1,332,066
1	P4091 *	850	2,278	24		$111.00	$252,892		$132,768	$385,660	0%	30%	30%	$0	$115,698	$115,698
1	P4092 *	850	1,232	24		$111.00	$136,800		$71,820	$208,620	0%	35%	35%	$0	$73,017	$73,017
	Subtotal:		**17,250**		**2021**		**$4,127,908**	**5%**	**$2,167,151**	**$6,295,059**				**$0**	**$2,175,303**	**$2,175,303**

TABLE NO. 13
Proposed Impact Fee Water Lines

1 - City Participation in Cost Oversize

2 - City Initiated and Funded

**Average Unit Costs are Based in 2012 Dollars Unless Otherwise Indicated and Includes 20% for Engineering and Easements.*

	Pipe Number	Pressure Plane	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
											2012	2022	During Fee Period	2012	2022	During Fee Period
F.M. 2933 30" WATER LINE																
From Woodlawn Rd. to U.S. 380 along a Future Thoroughfare																
1	P2047 *	794	2,618	30		$162.00	$424,165		$222,687	$646,852	0%	15%	15%	$0	$97,028	$97,028
1	P2048 *	794	1,077	30		$162.00	$174,466		$91,595	$266,061	0%	15%	15%	$0	$39,909	$39,909
1	P2049 *	794	4,740	30		$162.00	$767,875		$403,134	$1,171,009	0%	17%	17%	$0	$199,072	$199,072
1	P2050 *	794	1,601	30		$162.00	$259,373		$136,171	$395,544	0%	19%	19%	$0	$75,153	$75,153
Subtotal:			**10,036**		**2022**		**$1,625,879**	**5%**	**$853,587**	**$2,479,466**				**$0**	**$411,162**	**$411,162**
MCINTYRE / WOODLAWN 36" WATER LINE																
From Southern Pacific Railroad to F.M. 2933																
1	P2020 *	794	4,045	36		$276.00	$1,116,362		$586,090	$1,702,452	0%	7%	7%	$0	$119,172	$119,172
1	P2021 *	794	1,536	36		$276.00	$424,063		$222,633	$646,696	0%	7%	7%	$0	$45,269	$45,269
Subtotal:			**5,581**		**2022**		**$1,540,425**	**5%**	**$808,723**	**$2,349,148**				**$0**	**$164,441**	**$164,441**
U.S. 380 EAST WATER LINE																
From Airport Blvd. to C.R. 407																
1	P2075 *	794	6,215	12		$114.00	$708,486		$371,955	$1,080,441	0%	53%	53%	$0	$572,634	$572,634
1	P2076 *	794	7,013	24		$111.00	$778,411		$408,666	$1,187,077	0%	8%	8%	$0	$94,966	$94,966
1	P2077 *	794	3,354	24		$111.00	$372,262		$195,437	$567,699	0%	9%	9%	$0	$51,093	$51,093
Subtotal:			**16,581**		**2022**		**$1,859,159**	**5%**	**$976,058**	**$2,835,217**				**$0**	**$718,693**	**$718,693**
FUTURE NORTH / SOUTH THOROUGHFARE 16" WATER LINE																
From U.S. 380 (East of Intersection of U.S. 380 and Airport Blvd.) South to Enloe Rd.																
1	P2079 *	794	6,404	16		$18.00	$115,268		$60,516	$175,784	0%	19%	19%	$0	$33,399	$33,399
1	P2080 *	794	2,619	16		$18.00	$47,147		$24,752	$71,899	0%	20%	20%	$0	$14,380	$14,380
Subtotal:			**9,023**		**2022**		**$162,415**	**5%**	**$85,268**	**$247,683**				**$0**	**$47,779**	**$47,779**
PROPOSED TOTAL:			**253,251**				**$45,867,348**		**$24,080,360**	**$69,947,708**				**$0**	**$21,785,316**	**$21,785,316**

E. WASTEWATER COLLECTION SYSTEM

Computer models for the years 2012, 2022 and Buildout were prepared by Birkhoff, Hendricks & Carter. The models were developed and peak flows calculated from the residential population and non-residential land use projections provided by the City of McKinney's Planning Department. Computer models were run to determine peak wet weather flow to insure proper sizing of the collection system.

1. Collection Lines

The natural creeks, whose basins will collect wastewater through the installed system of collection lines that flow into the geographic area serviced by the NTMWD.

The wastewater collection system analysis covered all of the drainage basins within the Service Area planning boundary. Each collection system was analyzed for line sizes 12-inches in diameter and larger. Eliminating line sizes smaller than 12-inches in diameter from the study leaves only the interceptor and trunk lines included in the study. The wastewater project cost includes necessary appurtenances (manholes, lift stations, aerial crossings and the like), purchase of easements, utility relocation, pavement removal and replacement, and engineering costs. For existing Impact Fee projects, actual costs were utilized where known. Future project cost estimates were based on 2012 average unit cost per linear foot and includes engineering, easements, and construction cost.

All eligible wastewater collection line projects in the Service Area planning boundary were included in the impact fee analysis. Eligible existing and proposed wastewater facilities are shown on **Exhibit 2**.

2. Treatment

The North Texas Municipal Water District (NTMWD) provides the City of McKinney with a significant portion of its wastewater collection, and transportation. NTMWD also owns and operates the Wilson Creek Treatment Plant and provides all of McKinney's wastewater treatment. McKinney pays NTMWD for the cost of this service according to the City's present contribution of wastewater flows in each of the regional facilities in any given year.

This Impact Fee study excludes the cost of NTMWD regional collection and transportation and facilities located within the City's Service Area planning boundary that were paid for by NTMWD. Existing treatment plant and future treatment plant expansion costs of NTMWD were specifically excluded from this Impact Fee analysis.

3. Wastewater System Capital Improvement Projects for Impact Fees

The 10-year Wastewater System Capital Improvement Plan for Impact Fees was developed by Birkhoff, Hendricks & Carter, LLP. **Exhibit 2** shows the recommended system improvements and **Table No. 14** itemizes each project and the project cost. These recommended improvements form the basis for the Wastewater System Impact Fee Calculation.

The capital improvement plan for impact fees provides for system improvements within the defined Service Area Planning Boundary.

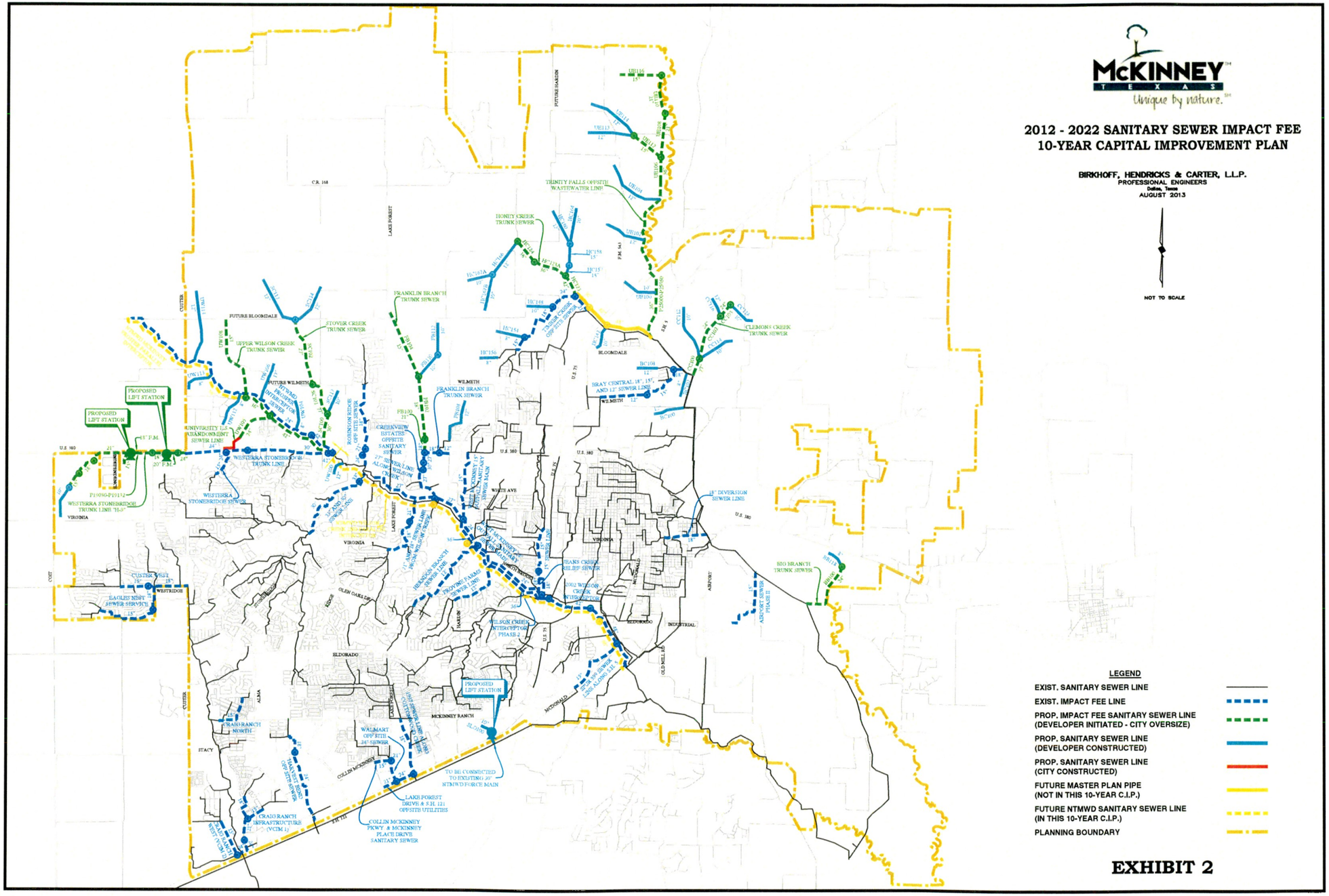

McKINNEY
TEXAS
Unique by nature.
2012 - 2022 SANITARY SEWER IMPACT FEE
10-YEAR CAPITAL IMPROVEMENT PLAN
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Dallas, Texas
AUGUST 2013
NOT TO SCALE
LEGEND
EXIST. SANITARY SEWER LINE
EXIST. IMPACT FEE LINE
PROP. IMPACT FEE SANITARY SEWER LINE (DEVELOPER INITIATED - CITY OVERSIZE)
PROP. SANITARY SEWER LINE (DEVELOPER CONSTRUCTED)
PROP. SANITARY SEWER LINE (CITY CONSTRUCTED)
FUTURE MASTER PLAN PIPE (NOT IN THIS 10-YEAR C.I.P.)
FUTURE NTMWD SANITARY SEWER LINE (IN THIS 10-YEAR C.I.P.)
PLANNING BOUNDARY
EXHIBIT 2

Table No. 14

10-Year Wastewater System Capital Improvement Plan for Impact Fees

PROPOSED WASTEWATER LINES

Year	1=City Participation in Cost Oversize 2=City Initiated and Funded	Project	Size	Opinion of Construction Cost (1)	Debt Service (2)	Total Project Cost
2013	1	Westerra Stonebridge - Sanitary Sewer Trunk Line Line "H-3"	15-24"	$ 628,692	$ 330,063	$ 958,755
2013	1	Trinity Falls Off-site Wastewater Line	36"	$ 2,503,778	$ 1,314,482	$ 3,818,260
2014	1	Clemons Creek Trunk Sewer	21"-27"	$ 834,039	$ 437,871	$ 1,271,910
2016	1	Honey Creek Trunk Sewer	15"-36"	$ 1,367,493	$ 717,933	$ 2,085,426
2017	1	NTMWD Prosper / McKinney Parallel Interceptor	42" - 48"	$ 1,799,107	$ 944,532	$ 2,743,639
2018	1	Big Branch Trunk Sewer	21"-27"	$ 468,264	$ 245,839	$ 714,103
2018	1	Upper East Fork Trunk Sewer	15"-30"	$ 855,365	$ 449,066	$ 1,304,431
2020	1	Franklin Branch Trunk Sewer	15"-18"	$ 417,301	$ 219,083	$ 636,384
2022	2	Stonebridge Lift Station No. 1 Abandonment Sanitary Sewer	24"	$ 1,022,400	$ 536,760	$ 1,559,160
2022	1	Stover Creek Trunk Sewer	24"-27"	$ 1,377,601	$ 723,241	$ 2,100,842
2022	1	Upper Wilson Creek Trunk Sewer	15"	$ 157,933	$ 82,915	$ 240,848
		Subtotal: Proposed Wastewater Lines		**$ 11,431,973**	**$ 6,001,785**	**$ 17,433,758**

PROPOSED WASTEWATER FACILITIES

Year	1=City Participation in Cost Oversize 2=City Initiated and Funded	Project	Capacity (MGD)	Opinion of Construction Cost (1)	Debt Service (2)	Total Project Cost
2013	1	Westerra Stonebridge - Lift Station No. 2 & Forcemain	4.9	$ 345,674	$ 181,479	$ 527,153
2013	1	Westerra Stonebridge - Lift Station No. 3 & Forcemain	4.4	$ 380,098	$ 199,551	$ 579,649
		Subtotal: Proposed Wastewater Lines		**$ 725,772**	**$ 381,030**	**$ 1,106,802**

** Construction Cost Reduced by 50% On Lift Station No. 3 and 60% On Lift Station 2 for Excess Capacity Available to City for Future Development*

PLANNING EXPENSES

Year	Project		Opinion of Cost (1)(b)	Debt Service (2)	Total Project Cost
2013	Water System Master Plan & Impact Fee Analysis		$ 345,935	$ -	$ 345,935
	Subtotal: Planning Expenses		**$ 345,935**	**$ -**	**$ 345,935**
	GRAND TOTAL: Wastewater Collection System CIP		**$ 12,503,680**	**$ 6,382,815**	**$ 18,886,495**

4. Utilized Capacity

Utilized capacity for the wastewater collection system was calculated based on land use assumptions provided by the City of McKinney. The population and non-residential growth in each wastewater drainage basin was determined utilizing the City's growth projections. These growth rates were utilized to calculate 2012, 2022 and buildout peak design flows.

The percent-utilized capacity was calculated for the design flow of each study year based on the buildout capacity. The utilized capacity during the Impact Fee period is the difference between the year 2012 capacity and the year 2022 capacity. **Table No. 15** below summarizes the project cost and utilized cost over the impact fee period of 2012 – 2022. The utilized capacity for each eligible existing and proposed wastewater collection line is presented in detail in the Impact Fee Capacity Calculation **Table Nos. 16 and 17**. **Table No. 18** summarizes the utilized capacity of lift stations eligible for impact fee recovery.

TABLE NO. 15

Summary of Eligible Capital Cost and Utilized Capacity Cost

Wastewater System Facility	20-Year Project Cost	Utilized Capacity ($) in the CRP Period
Existing Wastewater Collection Line	$20,302,674	$2,133,385
Proposed Wastewater Collection Line	$17,433,758	$7,097,312
Proposed Wastewater Facilities	$1,106,802	$606,116
Planning Expenses	$345,935	$345,935
Total:	**$39,189,169**	**$10,182,748**

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
27" Sewer Line Along Wilson Creek														
North of Virginia Parkway (Wilson Creek Main Interceptor)														
10227	614	27		$51.14	$31,402		$16,486	$47,888	100%	100%	0%	$47,888	$47,888	$0
10228	344	27		$51.14	$17,614		$9,247	$26,861	100%	100%	0%	$26,861	$26,861	$0
10229	290	27		$51.14	$14,837		$7,789	$22,626	100%	100%	0%	$22,626	$22,626	$0
10230	126	27		$51.14	$6,434		$3,378	$9,812	100%	100%	0%	$9,812	$9,812	$0
10231	144	27		$51.14	$7,370		$3,869	$11,239	100%	100%	0%	$11,239	$11,239	$0
10232	496	27		$51.14	$25,367		$13,318	$38,685	100%	100%	0%	$38,685	$38,685	$0
10233	500	27		$51.14	$25,572		$13,425	$38,997	100%	100%	0%	$38,997	$38,997	$0
10234	411	27		$51.14	$21,030		$11,041	$32,071	100%	100%	0%	$32,071	$32,071	$0
10235	182	27		$51.14	$9,298		$4,881	$14,179	100%	100%	0%	$14,179	$14,179	$0
10236	454	27		$51.14	$23,235		$12,198	$35,433	100%	100%	0%	$35,433	$35,433	$0
10237	501	27		$51.14	$25,628		$13,455	$39,083	100%	100%	0%	$39,083	$39,083	$0
10238	499	27		$51.14	$25,516		$13,396	$38,912	100%	100%	0%	$38,912	$38,912	$0
10239	411	27		$51.14	$21,000		$11,025	$32,025	100%	100%	0%	$32,025	$32,025	$0
10240	506	27		$51.14	$25,853		$13,573	$39,426	100%	100%	0%	$39,426	$39,426	$0
10241	300	27		$51.14	$15,328		$8,047	$23,375	100%	100%	0%	$23,375	$23,375	$0
10242	273	27		$51.14	$13,978		$7,338	$21,316	100%	100%	0%	$21,316	$21,316	$0
10243	655	27		$51.14	$33,484		$17,579	$51,063	100%	100%	0%	$51,063	$51,063	$0
10244	69.3	27		$51.14	$3,544		$1,861	$5,405	100%	100%	0%	$5,405	$5,405	$0
10245	465	27		$51.14	$23,802		$12,496	$36,298	100%	100%	0%	$36,298	$36,298	$0
10246	147	27		$51.14	$7,498		$3,936	$11,434	100%	100%	0%	$11,434	$11,434	$0
10247	281	27		$51.14	$14,377		$7,548	$21,925	100%	100%	0%	$21,925	$21,925	$0
10248	357	27		$51.14	$18,243		$9,578	$27,821	100%	100%	0%	$27,821	$27,821	$0
10249	278	27		$51.14	$14,223		$7,467	$21,690	100%	100%	0%	$21,690	$21,690	$0
10250	432	27		$51.14	$22,069		$11,586	$33,655	100%	100%	0%	$33,655	$33,655	$0
Subtotal:	**8,734**		**1987**		**$446,700**	**5%**	**$234,517**	**$681,219**				**$681,219**	**$681,219**	**$0**

TABLE NO. 16

Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
21" and 18" Sewer Line from Wilson Creek														
Main Interceptor Crossing Virginia Parkway (Wilson Creek Lateral #22)														
15136	455	21		$64.87	$29,491		$15,483	$44,974	80%	81%	1%	$36,191	$36,652	$461
15137	376	21		$64.87	$24,359		$12,788	$37,147	80%	81%	1%	$29,903	$30,273	$370
15138	318	21		$64.87	$20,649		$10,841	$31,490	80%	82%	1%	$25,342	$25,665	$323
15139	382	21		$64.87	$24,749		$12,993	$37,742	81%	82%	1%	$30,384	$30,760	$376
15140	329	21		$64.87	$21,310		$11,188	$32,498	81%	82%	1%	$26,162	$26,486	$324
15141	379	18		$64.87	$24,606		$12,918	$37,524	80%	82%	1%	$30,200	$30,584	$384
15142	354	18		$64.87	$22,965		$12,057	$35,022	80%	81%	1%	$28,188	$28,537	$349
15143	162	18		$64.87	$10,535		$5,531	$16,066	81%	82%	1%	$13,075	$13,209	$134
15144	164	18		$64.87	$10,658		$5,595	$16,253	81%	82%	1%	$13,224	$13,359	$135
15145	61	18		$64.87	$3,970		$2,084	$6,054	81%	82%	1%	$4,926	$4,978	$52
15146	166	18		$64.87	$10,775		$5,657	$16,432	82%	83%	1%	$13,528	$13,641	$113
15147	141	18		$64.87	$9,114		$4,785	$13,899	82%	83%	1%	$11,440	$11,536	$95
15148	63	18		$64.87	$4,113		$2,159	$6,272	82%	83%	1%	$5,173	$5,213	$41
15149	119	18		$64.87	$7,700		$4,043	$11,743	82%	83%	1%	$9,669	$9,746	$77
15150	362	18		$64.87	$23,458		$12,315	$35,773	82%	83%	1%	$29,494	$29,725	$231
15151	111	18		$64.87	$7,168		$3,763	$10,931	82%	83%	1%	$9,013	$9,084	$71
15152	224	18		$64.87	$14,538		$7,632	$22,170	82%	83%	1%	$18,275	$18,418	$143
15153	132.8	18		$64.87	$8,615		$4,523	$13,138	82%	83%	1%	$10,835	$10,919	$85
15154	228	18		$64.87	$14,765		$7,752	$22,517	83%	83%	1%	$18,595	$18,738	$143
15155	388	18		$64.87	$25,190		$13,225	$38,415	83%	84%	1%	$32,073	$32,292	$220
15156	457	18		$64.87	$29,653		$15,568	$45,221	83%	84%	1%	$37,732	$37,991	$258
15157	341	18		$64.87	$22,128		$11,617	$33,745	83%	84%	1%	$28,168	$28,349	$181
15159	225	18		$64.87	$14,596		$7,663	$22,259	83%	84%	1%	$18,575	$18,705	$130
15160	125	18		$64.87	$8,096		$4,250	$12,346	85%	86%	1%	$10,534	$10,616	$83
Subtotal:	**6,061**		**1987**		**$393,200**	**5%**	**$206,430**	**$599,631**				**$490,699**	**$495,476**	**$4,779**

TABLE NO. 16

Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
33" and 30" Sewer Line														
Along Gray Branch (Wilson Creek Lateral #25)														
17017	157	33		$37.97	$5,961		$3,130	$9,091	82%	84%	2%	$7,420	$7,634	$214
17018	232	33		$37.97	$8,824		$4,633	$13,457	82%	84%	2%	$10,983	$11,300	$317
17019	198	33		$37.97	$7,514		$3,945	$11,459	82%	84%	2%	$9,352	$9,622	$270
17020	315	33		$37.97	$11,976		$6,287	$18,263	82%	84%	2%	$14,905	$15,338	$433
17021	208	30		$37.97	$7,879		$4,136	$12,015	82%	84%	2%	$9,806	$10,091	$285
17022	198	30		$37.97	$7,510		$3,943	$11,453	82%	84%	2%	$9,347	$9,619	$271
17023	393	30		$37.97	$14,915		$7,830	$22,745	82%	84%	2%	$18,561	$19,099	$539
17024	217	30		$37.97	$8,251		$4,332	$12,583	82%	84%	2%	$10,268	$10,566	$298
17025	319	30		$37.97	$12,120		$6,363	$18,483	82%	84%	2%	$15,144	$15,515	$370
17026	495	30		$37.97	$18,799		$9,869	$28,668	83%	84%	2%	$23,698	$24,153	$455
17027	368	30		$37.97	$13,984		$7,342	$21,326	83%	84%	2%	$17,629	$17,967	$338
17028	283	30		$37.97	$10,730		$5,633	$16,363	83%	84%	2%	$13,526	$13,786	$260
17029	591	30		$37.97	$22,436		$11,779	$34,215	83%	84%	1%	$28,414	$28,821	$407
17030	282	30		$37.97	$10,704		$5,620	$16,324	83%	84%	1%	$13,556	$13,751	$194
17031	297	30		$37.97	$11,285		$5,925	$17,210	84%	84%	0%	$14,375	$14,457	$82
17032	259	30		$37.97	$9,838		$5,165	$15,003	84%	100%	16%	$12,640	$15,003	$2,363
17033	267	30		$37.97	$10,153		$5,330	$15,483	84%	100%	16%	$13,044	$15,483	$2,439
17034	217	30		$37.97	$8,247		$4,330	$12,577	84%	84%	0%	$10,505	$10,565	$60
17035	366	30		$37.97	$13,905		$7,300	$21,205	84%	100%	16%	$17,865	$21,205	$3,340
17036	236	30		$37.97	$8,976		$4,712	$13,688	84%	100%	16%	$11,530	$13,688	$2,158
17037	123	30		$37.97	$4,655		$2,444	$7,099	84%	100%	16%	$5,980	$7,099	$1,119
17038	217	30		$37.97	$8,220		$4,316	$12,536	84%	100%	16%	$10,562	$12,536	$1,974
17039	151	30		$37.97	$5,733		$3,010	$8,743	84%	100%	16%	$7,366	$8,743	$1,377
17040	154	30		$37.97	$5,832		$3,062	$8,894	85%	100%	15%	$7,562	$8,894	$1,332
17041	79	30		$37.97	$3,011		$1,581	$4,592	85%	100%	15%	$3,904	$4,592	$688
17042	280	30		$37.97	$10,632		$5,582	$16,214	85%	100%	15%	$13,785	$16,214	$2,429
17043	254	30		$37.97	$9,652		$5,067	$14,719	86%	100%	14%	$12,634	$14,719	$2,085
17044	235	30		$37.97	$8,934		$4,690	$13,624	86%	100%	14%	$11,657	$13,624	$1,967
17045	170	30		$37.97	$6,436		$3,379	$9,815	85%	100%	15%	$8,370	$9,815	$1,445
17046	232	30		$37.97	$8,794		$4,617	$13,411	85%	100%	15%	$11,438	$13,411	$1,973
17047	88	30		$37.97	$3,330		$1,748	$5,078	85%	100%	15%	$4,331	$5,078	$747
17048	147	30		$37.97	$5,563		$2,921	$8,484	85%	100%	15%	$7,236	$8,484	$1,248
Subtotal:	**8,027**		**1987**		**$304,800**	**5%**	**$160,021**	**$464,820**				**$387,393**	**$420,872**	**$33,477**

TABLE NO. 16

Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
Bray Central 18", 15", and 12" Sewer Line														
Trinity River Lateral #6														
24000	381	18		$7.02	$2,675		$1,404	$4,079	72%	78%	6%	$2,941	$3,167	$225
24001	329	18		$7.02	$2,308		$1,212	$3,520	72%	78%	6%	$2,538	$2,733	$194
24002	473	15		$7.02	$3,318		$1,742	$5,060	90%	100%	10%	$4,547	$5,060	$513
24003	498	15		$7.02	$3,495		$1,835	$5,330	90%	100%	10%	$4,789	$5,330	$541
24004	195	15		$7.02	$1,372		$720	$2,092	89%	100%	11%	$1,868	$2,092	$224
24005	430	15		$7.02	$3,020		$1,586	$4,606	89%	100%	11%	$4,114	$4,606	$492
24006	235	15		$7.02	$1,652		$867	$2,519	89%	100%	11%	$2,250	$2,519	$269
24007	191	15		$7.02	$1,344		$706	$2,050	89%	100%	11%	$1,832	$2,050	$218
24008	187	15		$7.02	$1,311		$688	$1,999	89%	100%	11%	$1,786	$1,999	$213
24010	148	15		$7.02	$1,036		$544	$1,580	89%	100%	11%	$1,412	$1,580	$168
24011	167	15		$7.02	$1,173		$616	$1,789	89%	100%	11%	$1,599	$1,789	$190
24012	204	15		$7.02	$1,434		$753	$2,187	89%	100%	11%	$1,954	$2,187	$233
24013	340	15		$7.02	$2,383		$1,251	$3,634	89%	100%	11%	$3,247	$3,634	$387
24014	119	15		$7.02	$835		$438	$1,273	89%	100%	11%	$1,137	$1,273	$136
24015	113	12		$7.02	$792		$416	$1,208	90%	100%	10%	$1,088	$1,208	$120
24016	301	15		$7.02	$2,115		$1,110	$3,225	89%	100%	11%	$2,883	$3,225	$342
24017	366	12		$7.02	$2,572		$1,350	$3,922	90%	100%	10%	$3,534	$3,922	$388
24018	424	12		$7.02	$2,976		$1,562	$4,538	90%	100%	10%	$4,087	$4,538	$451
24019	182	12		$7.02	$1,274		$669	$1,943	91%	100%	9%	$1,769	$1,943	$174
24020	480	12		$7.02	$3,369		$1,769	$5,138	90%	100%	10%	$4,631	$5,138	$507
24021	40	12		$7.02	$279		$146	$425	91%	100%	9%	$387	$425	$38
24022	210	12		$7.02	$1,471		$772	$2,243	92%	100%	8%	$2,066	$2,243	$177
24023	478	12		$7.02	$3,356		$1,762	$5,118	92%	100%	8%	$4,713	$5,118	$405
24024	1,017	12		$7.02	$7,140		$3,749	$10,889	92%	100%	8%	$10,028	$10,889	$861
Subtotal:	**7,507**		**1985**		**$52,700**	**5%**	**$27,667**	**$80,367**				**$71,200**	**$78,668**	**$7,466**

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
West McKinney 24" Outfall Sanitary Sewer Main														
Along Wilson Creek to Wastewater Treatment Plant (Wilson Creek Main Interceptor)														
10065	528	24		$49.86	$26,339		$13,828	$40,167	100%	100%	0%	$40,167	$40,167	$0
10066	713	24		$49.86	$35,532		$18,654	$54,186	100%	100%	0%	$54,186	$54,186	$0
10067	671	24		$49.86	$33,458		$17,565	$51,023	100%	100%	0%	$51,023	$51,023	$0
10068	744	24		$49.86	$37,113		$19,484	$56,597	100%	100%	0%	$56,597	$56,597	$0
10069	631	24		$49.86	$31,434		$16,503	$47,937	100%	100%	0%	$47,937	$47,937	$0
10070	727	24		$49.86	$36,220		$19,016	$55,236	100%	100%	0%	$55,236	$55,236	$0
10071	688	24		$49.86	$34,311		$18,013	$52,324	100%	100%	0%	$52,324	$52,324	$0
10072	510	24		$49.86	$25,431		$13,351	$38,782	100%	100%	0%	$38,782	$38,782	$0
10073	537	24		$49.86	$26,768		$14,053	$40,821	100%	100%	0%	$40,821	$40,821	$0
10074	98	24		$49.86	$4,886		$2,565	$7,451	100%	100%	0%	$7,451	$7,451	$0
10075	113	24		$49.86	$5,624		$2,953	$8,577	100%	100%	0%	$8,577	$8,577	$0
10076	163	24		$49.86	$8,107		$4,256	$12,363	100%	100%	0%	$12,363	$12,363	$0
10077	445	24		$49.86	$22,186		$11,648	$33,834	100%	100%	0%	$33,834	$33,834	$0
10078	275	24		$49.86	$13,705		$7,195	$20,900	100%	100%	0%	$20,900	$20,900	$0
10079	463	24		$49.86	$23,068		$12,111	$35,179	100%	100%	0%	$35,179	$35,179	$0
10080	155	24		$49.86	$7,713		$4,049	$11,762	100%	100%	0%	$11,762	$11,762	$0
10081	657	24		$49.86	$32,745		$17,191	$49,936	83%	100%	17%	$41,544	$49,936	$8,392
10082	596	24		$49.86	$29,689		$15,587	$45,276	83%	100%	17%	$37,669	$45,276	$7,607
10083	435	24		$49.86	$21,672		$11,378	$33,050	47%	69%	22%	$15,468	$22,744	$7,276
Subtotal:	**9,146**		**1982**		**$456,000**	**5%**	**$239,400**	**$695,401**				**$661,820**	**$685,095**	**$23,275**

TABLE NO. 16

Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
West McKinney 15" Outfall Sanitary Sewer Main														
From Wilson Creek to Wastewater Treatment Plant (Wilson Creek Lateral #20)														
14267	741	15		$24.56	$18,209		$9,560	$27,769	85%	88%	3%	$23,602	$24,383	$780
14268	561	15		$24.56	$13,785		$7,237	$21,022	85%	88%	3%	$17,868	$18,458	$591
14269	233	15		$24.56	$5,716		$3,001	$8,717	83%	86%	3%	$7,251	$7,539	$289
14270	139	15		$24.56	$3,417		$1,794	$5,211	83%	86%	3%	$4,334	$4,507	$173
14271	228	15		$24.56	$5,601		$2,941	$8,542	83%	86%	3%	$7,105	$7,388	$283
14272	58	15		$24.56	$1,435		$753	$2,188	83%	86%	3%	$1,820	$1,892	$72
14273	226	15		$24.56	$5,549		$2,913	$8,462	83%	86%	3%	$7,039	$7,319	$280
14274	127	15		$24.56	$3,110		$1,633	$4,743	83%	86%	3%	$3,945	$4,102	$157
14275	346	15		$24.56	$8,506		$4,466	$12,972	83%	86%	3%	$10,790	$11,219	$430
14276	423	15		$24.56	$10,386		$5,453	$15,839	84%	87%	2%	$13,336	$13,727	$391
14277	604	15		$24.56	$14,839		$7,791	$22,630	84%	87%	2%	$19,054	$19,613	$559
14278	508	15		$24.56	$12,469		$6,546	$19,015	84%	87%	2%	$15,999	$16,453	$453
14279	509	15		$24.56	$12,505		$6,565	$19,070	84%	86%	2%	$16,019	$16,473	$454
14280	488	15		$24.56	$11,985		$6,292	$18,277	84%	86%	2%	$15,341	$15,790	$449
14281	499	15		$24.56	$12,267		$6,440	$18,707	84%	86%	3%	$15,676	$16,150	$475
14282	355	15		$24.56	$8,723		$4,580	$13,303	86%	87%	1%	$11,482	$11,621	$139
Subtotal:	**6,046**		**1980**		**$148,500**	**5%**	**$77,965**	**$226,467**				**$190,661**	**$196,634**	**$5,975**

TABLE NO. 16

Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
15" Sewer Line Along Jeans Creek (Wilson Creek Lateral #15)														
14024	264	15		$30.14	$7,966		$4,182	$12,148	72%	73%	2%	$8,709	$8,896	$187
14023	144	15		$30.14	$4,325		$2,271	$6,596	72%	74%	2%	$4,740	$4,855	$116
14022	395	15		$30.14	$11,896		$6,245	$18,141	72%	74%	2%	$13,028	$13,353	$325
14021	58	15		$30.14	$1,760		$924	$2,684	72%	74%	2%	$1,928	$1,976	$48
14020	241	15		$30.14	$7,269		$3,816	$11,085	72%	74%	2%	$7,963	$8,160	$196
14019	168	15		$30.14	$5,063		$2,658	$7,721	72%	74%	2%	$5,547	$5,683	$137
14018	152	15		$30.14	$4,575		$2,402	$6,977	72%	74%	2%	$5,012	$5,136	$123
14017	177	15		$30.14	$5,322		$2,794	$8,116	72%	74%	2%	$5,827	$5,971	$144
14016	116	15		$30.14	$3,493		$1,834	$5,327	72%	74%	2%	$3,826	$3,921	$94
14015	361	15		$30.14	$10,865		$5,704	$16,569	72%	74%	2%	$11,901	$12,195	$293
14014	317	15		$30.14	$9,566		$5,022	$14,588	72%	74%	2%	$10,478	$10,737	$258
14013	27	15		$30.14	$826		$434	$1,260	73%	74%	2%	$917	$937	$21
14012	243	15		$30.14	$7,318		$3,842	$11,160	73%	74%	2%	$8,121	$8,303	$183
14011	246	15		$30.14	$7,426		$3,899	$11,325	73%	74%	2%	$8,241	$8,426	$186
14010	136	15		$30.14	$4,096		$2,150	$6,246	73%	74%	2%	$4,545	$4,647	$102
14009	113	15		$30.14	$3,394		$1,782	$5,176	73%	74%	2%	$3,765	$3,849	$85
14008	579	15		$30.14	$17,441		$9,157	$26,598	73%	74%	2%	$19,345	$19,781	$436
14007	578	15		$30.14	$17,426		$9,149	$26,575	73%	74%	2%	$19,328	$19,763	$435
14006	70	15		$30.14	$2,110		$1,108	$3,218	73%	74%	2%	$2,340	$2,393	$53
14005	126	15		$30.14	$3,791		$1,990	$5,781	73%	75%	2%	$4,224	$4,322	$98
14004	242	15		$30.14	$7,299		$3,832	$11,131	73%	75%	2%	$8,132	$8,321	$189
14003	71	15		$30.14	$2,140		$1,124	$3,264	73%	75%	2%	$2,397	$2,456	$58
14002	156	15		$30.14	$4,686		$2,460	$7,146	73%	75%	2%	$5,246	$5,376	$130
14001	784	15		$30.14	$23,613		$12,397	$36,010	73%	75%	2%	$26,436	$27,077	$641
14000	396	15		$30.14	$11,935		$6,266	$18,201	73%	75%	2%	$13,367	$13,691	$324
Subtotal:	**6,158**		**1965**		**$185,600**	**5%**	**$97,442**	**$283,043**				**$205,363**	**$210,225**	**$4,862**

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
2002 Wilson Creek Interceptor From Rail Road to West Side of S.H. 75														
10034	212	48		$204.93	$43,527		$22,852	$66,379	100%	100%	0%	$66,379	$66,379	$0
10035	273	48		$204.93	$55,905		$29,350	$85,255	100%	100%	0%	$85,255	$85,255	$0
10036	302	48		$204.93	$61,971		$32,535	$94,506	100%	100%	0%	$94,506	$94,506	$0
10037	359	48		$204.93	$73,549		$38,613	$112,162	100%	100%	0%	$112,162	$112,162	$0
10038	435	48		$204.93	$89,124		$46,790	$135,914	100%	100%	0%	$135,914	$135,914	$0
10039	376	48		$204.93	$77,136		$40,496	$117,632	100%	100%	0%	$117,632	$117,632	$0
10040	169	48		$204.93	$34,531		$18,129	$52,660	100%	100%	0%	$52,660	$52,660	$0
10041	235	48		$204.93	$48,240		$25,326	$73,566	100%	100%	0%	$73,566	$73,566	$0
10042	736	48		$204.93	$150,828		$79,185	$230,013	100%	100%	0%	$230,013	$230,013	$0
10043	219	48		$204.93	$44,921		$23,584	$68,505	100%	100%	0%	$68,505	$68,505	$0
10044	231	48		$204.93	$47,257		$24,810	$72,067	100%	100%	0%	$72,067	$72,067	$0
10045	745	48		$204.93	$152,570		$80,099	$232,669	100%	100%	0%	$232,669	$232,669	$0
10046	560	48		$204.93	$114,781		$60,260	$175,041	100%	100%	0%	$175,041	$175,041	$0
10047	293	48		$204.93	$60,003		$31,502	$91,505	100%	100%	0%	$91,505	$91,505	$0
10048	364	48		$204.93	$74,594		$39,162	$113,756	100%	100%	0%	$113,756	$113,756	$0
10049	263	48		$204.93	$53,856		$28,274	$82,130	100%	100%	0%	$82,130	$82,130	$0
10050	370	42		$204.93	$75,824		$39,808	$115,632	100%	100%	0%	$115,632	$115,632	$0
10051	548	42		$204.93	$112,261		$58,937	$171,198	100%	100%	0%	$171,198	$171,198	$0
10052	866	42		$204.93	$177,367		$93,118	$270,485	100%	100%	0%	$270,485	$270,485	$0
10053	95	42		$204.93	$19,407		$10,189	$29,596	100%	100%	0%	$29,596	$29,596	$0
10054	411	42		$204.93	$84,267		$44,240	$128,507	100%	100%	0%	$128,507	$128,507	$0
10055	145	42		$204.93	$29,694		$15,589	$45,283	100%	100%	0%	$45,283	$45,283	$0
10056	588	42		$204.93	$120,458		$63,240	$183,698	100%	100%	0%	$183,698	$183,698	$0
10057	172	42		$204.93	$35,248		$18,505	$53,753	100%	100%	0%	$53,753	$53,753	$0
10058	524	42		$204.93	$107,301		$56,333	$163,634	100%	100%	0%	$163,634	$163,634	$0
10059	59	42		$204.93	$12,173		$6,391	$18,564	100%	100%	0%	$18,564	$18,564	$0
10060	72	42		$204.93	$14,734		$7,735	$22,469	100%	100%	0%	$22,469	$22,469	$0
10061	145	36		$204.93	$29,735		$15,611	$45,346	100%	100%	0%	$45,346	$45,346	$0
10062	248	36		$204.93	$50,823		$26,682	$77,505	100%	100%	0%	$77,505	$77,505	$0
10063	506	36		$204.93	$103,715		$54,450	$158,165	100%	100%	0%	$158,165	$158,165	$0
Subtotal:	**10,520**		**2000**		**$2,155,800**	**5%**	**$1,131,795**	**$3,287,595**				**$3,287,595**	**$3,287,595**	**$0**

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
18" Diversion Sewer Line														
From Throckmorton to 27" NTMWD Sewer Line														
22014	777	18		$64.41	$50,067		$26,285	$76,352	86%	94%	8%	$65,701	$71,511	$5,810
22015	346	18		$64.41	$22,312		$11,714	$34,026	85%	93%	8%	$28,929	$31,786	$2,857
22016	496	18		$64.41	$31,961		$16,780	$48,741	85%	93%	9%	$41,262	$45,500	$4,238
22017	336	18		$64.41	$21,649		$11,366	$33,015	84%	93%	9%	$27,789	$30,784	$2,996
22018	770	18		$64.41	$49,603		$26,042	$75,645	84%	93%	9%	$63,540	$70,490	$6,950
22019	433	18		$64.41	$27,897		$14,646	$42,543	81%	93%	11%	$34,625	$39,510	$4,885
22020	261	18		$64.41	$16,811		$8,826	$25,637	81%	93%	11%	$20,865	$23,809	$2,944
Subtotal:	**3,420**		**1995**		**$220,300**	**5%**	**$115,659**	**$335,959**				**$282,711**	**$313,390**	**$30,680**
Provine Farms Sewer Line														
From Hardin Boulevard to Wilson Creek Interceptor														
15000	430	15		$48.87	$21,012		$11,031	$32,043	77%	82%	5%	$24,807	$26,337	$1,530
15001	86	15		$48.87	$4,213		$2,212	$6,425	77%	82%	5%	$4,974	$5,281	$307
15002	521	12		$48.87	$25,474		$13,374	$38,848	77%	82%	5%	$30,076	$31,931	$1,855
15003	329	12		$48.87	$16,077		$8,440	$24,517	77%	82%	5%	$18,981	$20,151	$1,170
15004	499	12		$48.87	$24,376		$12,797	$37,173	77%	82%	5%	$28,779	$30,554	$1,775
15005	149	12		$48.87	$7,301		$3,833	$11,134	79%	83%	4%	$8,740	$9,197	$457
15006	480	12		$48.87	$23,460		$12,317	$35,777	79%	83%	4%	$28,085	$29,553	$1,468
15007	150	12		$48.87	$7,325		$3,846	$11,171	79%	83%	4%	$8,769	$9,228	$458
15008	486	12		$48.87	$23,770		$12,479	$36,249	79%	83%	4%	$28,456	$29,943	$1,487
15009	174	12		$48.87	$8,484		$4,454	$12,938	79%	83%	4%	$10,156	$10,687	$531
15010	185	12		$48.87	$9,029		$4,740	$13,769	79%	83%	4%	$10,809	$11,374	$565
15011	306	12		$48.87	$14,940		$7,844	$22,784	79%	83%	4%	$17,886	$18,820	$935
15012	295	12		$48.87	$14,434		$7,578	$22,012	80%	83%	3%	$17,596	$18,355	$759
15013	295	12		$48.87	$14,419		$7,570	$21,989	82%	84%	2%	$17,938	$18,478	$540
15014	297	12		$48.87	$14,492		$7,608	$22,100	82%	84%	2%	$18,029	$18,572	$543
15015	329	12		$48.87	$16,096		$8,450	$24,546	84%	85%	1%	$20,536	$20,830	$293
Subtotal:	**5,011**		**1996**		**$244,900**	**5%**	**$128,573**	**$373,475**				**$294,617**	**$309,291**	**$14,673**

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
1997 Sewer Line Along Cottonwood Creek														
From S.H. 121 to South of Eldorado Parkway														
50040	110	18		$69.47	$7,649		$4,016	$11,665	72%	85%	13%	$8,451	$9,960	$1,509
50041	735	18		$69.47	$51,068		$26,811	$77,879	82%	86%	4%	$63,920	$67,030	$3,110
50042	506	18		$69.47	$35,153		$18,455	$53,608	82%	86%	4%	$44,002	$46,126	$2,124
50043	399	18		$69.47	$27,684		$14,534	$42,218	82%	86%	4%	$34,653	$36,326	$1,673
50044	716	18		$69.47	$49,742		$26,115	$75,857	82%	86%	4%	$62,492	$65,548	$3,056
50045	506	18		$69.47	$35,139		$18,448	$53,587	82%	86%	4%	$44,010	$46,288	$2,278
50046	742	18		$69.47	$51,562		$27,070	$78,632	82%	86%	4%	$64,579	$67,921	$3,342
50047	789	18		$69.47	$54,841		$28,792	$83,633	82%	86%	4%	$68,687	$72,241	$3,555
50048	118	18		$69.47	$8,163		$4,286	$12,449	83%	87%	4%	$10,380	$10,861	$481
Subtotal:	**4,621**		**1997**		**$321,000**	**5%**	**$168,527**	**$489,528**				**$401,174**	**$422,301**	**$21,128**
Wilson Creek Interceptor Phase 2														
From west of S.H. 75 to 1,600 feet north of Virginia Parkway														
10208	528	36		$122.14	$64,529		$33,878	$98,407	100%	100%	0%	$98,407	$98,407	$0
10209	713	36		$122.14	$87,052		$45,702	$132,754	100%	100%	0%	$132,754	$132,754	$0
10210	671	36		$122.14	$81,971		$43,035	$125,006	100%	100%	0%	$125,006	$125,006	$0
10211	744	36		$122.14	$90,924		$47,735	$138,659	100%	100%	0%	$138,659	$138,659	$0
10212	631	36		$122.14	$77,012		$40,431	$117,443	100%	100%	0%	$117,443	$117,443	$0
10213	727	36		$122.14	$88,738		$46,587	$135,325	100%	100%	0%	$135,325	$135,325	$0
10214	688	36		$122.14	$84,060		$44,131	$128,191	100%	100%	0%	$128,191	$128,191	$0
10215	510	36		$122.14	$62,306		$32,711	$95,017	100%	100%	0%	$95,017	$95,017	$0
10216	537	36		$122.14	$65,579		$34,429	$100,008	100%	100%	0%	$100,008	$100,008	$0
10217	98	36		$122.14	$11,970		$6,284	$18,254	100%	100%	0%	$18,254	$18,254	$0
10218	113	36		$122.14	$13,778		$7,233	$21,011	100%	100%	0%	$21,011	$21,011	$0
10219	163	36		$122.14	$19,861		$10,427	$30,288	100%	100%	0%	$30,288	$30,288	$0
10220	445	36		$122.14	$54,354		$28,536	$82,890	100%	100%	0%	$82,890	$82,890	$0
10221	275	36		$122.14	$33,577		$17,628	$51,205	100%	100%	0%	$51,205	$51,205	$0
10222	463	36		$122.14	$56,516		$29,671	$86,187	73%	100%	27%	$62,909	$86,187	$23,278
10223	155	36		$122.14	$18,896		$9,920	$28,816	75%	100%	25%	$21,472	$28,816	$7,344
10224	657	36		$122.14	$80,224		$42,118	$122,342	47%	100%	53%	$57,694	$122,342	$64,648
10225	596	36		$122.14	$72,737		$38,187	$110,924	100%	100%	0%	$110,924	$110,924	$0
10226	402	36		$122.14	$49,090		$25,772	$74,862	100%	100%	0%	$74,862	$74,862	$0
Subtotal:	**9,114**		**2000**		**$1,113,172**	**5%**	**$584,415**	**$1,697,589**				**$1,602,319**	**$1,697,589**	**$95,270**

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
Spur 399 Sewer Line Along S.H. 5 From Wilson Creek Interceptor to S.H. 75														
13022	503	15		$51.14	$25,746		$13,517	$39,263	81%	100%	19%	$31,930	$39,263	$7,333
13023	21	15		$51.14	$1,048		$550	$1,598	81%	100%	19%	$1,300	$1,598	$298
13024	257	15		$51.14	$13,134		$6,895	$20,029	81%	100%	19%	$16,288	$20,029	$3,741
13025	310	15		$51.14	$15,865		$8,329	$24,194	81%	100%	19%	$19,675	$24,194	$4,519
13026	338	15		$51.14	$17,261		$9,062	$26,323	81%	100%	19%	$21,407	$26,323	$4,916
13027	375	15		$51.14	$19,179		$10,069	$29,248	81%	100%	19%	$23,785	$29,248	$5,463
13028	377	15		$51.14	$19,297		$10,131	$29,428	81%	100%	19%	$23,932	$29,428	$5,496
13029	65	15		$51.14	$3,299		$1,732	$5,031	81%	100%	19%	$4,091	$5,031	$940
13030	620	15		$51.14	$31,700		$16,642	$48,342	81%	100%	19%	$39,313	$48,342	$9,029
13031	450	15		$51.14	$23,031		$12,091	$35,122	81%	100%	19%	$28,562	$35,122	$6,560
13032	241	15		$51.14	$12,311		$6,463	$18,774	81%	100%	19%	$15,267	$18,774	$3,507
13033	279	15		$51.14	$14,269		$7,491	$21,760	79%	100%	21%	$17,294	$21,760	$4,466
13034	345	15		$51.14	$17,650		$9,266	$26,916	79%	100%	21%	$21,392	$26,916	$5,524
13035	376	15		$51.14	$19,241		$10,102	$29,343	79%	100%	21%	$23,321	$29,343	$6,022
13036	337	15		$51.14	$17,236		$9,049	$26,285	79%	100%	21%	$20,891	$26,285	$5,394
13037	575	15		$51.14	$29,383		$15,426	$44,809	77%	100%	23%	$34,538	$44,809	$10,271
Subtotal:	**5,468**		**1997**		**$279,650**	**5%**	**$146,815**	**$426,465**				**$342,986**	**$426,465**	**$83,479**

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
Herndon Branch Sewer Line														
From Hills Creek Drive to Wilson Creek Interceptor														
15049	382	12		$61.61	$23,537		$12,357	$35,894	65%	72%	7%	$23,293	$25,672	$2,380
15050	551	12		$61.61	$33,968		$17,833	$51,801	65%	72%	7%	$33,615	$37,049	$3,434
15051	343	12		$61.61	$21,134		$11,095	$32,229	65%	72%	7%	$20,914	$23,051	$2,137
15052	162	12		$61.61	$9,975		$5,237	$15,212	65%	72%	7%	$9,871	$10,880	$1,008
15053	326	12		$61.61	$20,062		$10,533	$30,595	65%	72%	7%	$19,854	$21,882	$2,028
15054	95	12		$61.61	$5,872		$3,083	$8,955	65%	72%	7%	$5,811	$6,405	$594
15055	324	12		$61.61	$19,969		$10,484	$30,453	68%	74%	5%	$20,823	$22,479	$1,656
15056	371	12		$61.61	$22,828		$11,985	$34,813	68%	74%	5%	$23,805	$25,698	$1,893
15057	407	12		$61.61	$25,071		$13,162	$38,233	68%	74%	5%	$26,143	$28,222	$2,079
15058	621	12		$61.61	$38,262		$20,088	$58,350	68%	74%	5%	$39,899	$43,072	$3,173
15059	60	12		$61.61	$3,709		$1,947	$5,656	68%	74%	5%	$3,867	$4,175	$308
15060	165	12		$61.61	$10,148		$5,328	$15,476	68%	74%	5%	$10,582	$11,424	$842
15061	574	12		$61.61	$35,373		$18,571	$53,944	68%	74%	5%	$36,849	$39,780	$2,931
15062	620	12		$61.61	$38,201		$20,056	$58,257	72%	76%	4%	$41,981	$44,371	$2,390
15063	309	12		$61.61	$19,020		$9,986	$29,006	72%	76%	4%	$20,952	$22,156	$1,203
15064	239	12		$61.61	$14,738		$7,737	$22,475	72%	76%	4%	$16,235	$17,167	$932
15065	249	12		$61.61	$15,367		$8,068	$23,435	71%	75%	3%	$16,705	$17,464	$759
15066	223	12		$61.61	$13,752		$7,220	$20,972	71%	75%	3%	$14,949	$15,629	$680
15067	64	12		$61.61	$3,925		$2,061	$5,986	72%	75%	3%	$4,285	$4,471	$186
15068	234	12		$61.61	$14,393		$7,556	$21,949	73%	77%	4%	$15,915	$16,837	$922
15069	479	12		$61.61	$29,513		$15,494	$45,007	72%	76%	4%	$32,511	$34,377	$1,867
15070	267	12		$61.61	$16,457		$8,640	$25,097	72%	75%	3%	$18,165	$18,917	$752
15071	408	12		$61.61	$25,114		$13,185	$38,299	72%	75%	3%	$27,721	$28,868	$1,147
15072	188	12		$61.61	$11,559		$6,068	$17,627	72%	75%	3%	$12,758	$13,257	$499
15073	530	12		$61.61	$32,655		$17,144	$49,799	72%	75%	3%	$36,044	$37,453	$1,409
Subtotal:	**8,190**		**1998**		**$504,600**	**5%**	**$264,918**	**$769,520**				**$533,547**	**$570,756**	**$37,209**
Jeans Creek Relief Sewer														
Along S.H 75 to Wilson Creek Interceptor														
14186A	371	18		$63.80	$23,643		$12,413	$36,056	74%	75%	1%	$26,688	$27,160	$472
14187	98	18		$63.80	$6,227		$3,269	$9,496	73%	75%	2%	$6,932	$7,084	$152
14189	564	18		$63.80	$35,975		$18,887	$54,862	73%	75%	2%	$40,048	$40,927	$879
14191	371	18		$63.80	$23,656		$12,420	$36,076	73%	75%	2%	$26,335	$26,913	$578
Subtotal:	**1,403**		**1999**		**$89,500**	**5%**	**$46,989**	**$136,490**				**$100,003**	**$102,084**	**$2,081**

TABLE NO. 16

Existing Impact Fee Wastewater Lines

	Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
Eagles Nest Sewer Service															
						2003 - Phase 2									
1	30310	1,134	18		$5.25	$5,954		$3,126	$9,080	89%	92%	3%	$8,075	$8,392	$317
1	30311	122	18		$5.25	$641		$337	$978	89%	92%	3%	$869	$903	$34
1	30312	196	18		$5.25	$1,030		$541	$1,571	89%	92%	4%	$1,396	$1,452	$56
1	30313	30	18		$5.25	$158		$83	$241	89%	92%	4%	$214	$222	$8
1	30314	258	18		$5.25	$1,356		$712	$2,068	89%	92%	3%	$1,842	$1,905	$63
1	30315	280	18		$5.25	$1,470		$772	$2,242	88%	92%	3%	$1,980	$2,054	$74
1	30316	280	15		$3.00	$840		$441	$1,281	87%	91%	4%	$1,120	$1,166	$46
1	30317	401	15		$3.00	$1,202		$631	$1,833	87%	91%	4%	$1,603	$1,669	$66
1	30318	337	15		$3.00	$1,012		$531	$1,543	87%	91%	4%	$1,349	$1,405	$55
1	30319	359	15		$3.00	$1,077		$565	$1,642	86%	90%	4%	$1,418	$1,483	$65
1	30320	343	15		$3.00	$1,028		$540	$1,568	86%	90%	4%	$1,354	$1,416	$62
1	30321	487	15		$3.00	$1,460		$767	$2,227	86%	90%	4%	$1,923	$2,012	$88
1	30322	476	15		$3.00	$1,429		$750	$2,179	86%	90%	4%	$1,882	$1,968	$86
1	30323	183	15		$3.00	$549		$288	$837	86%	90%	4%	$723	$756	$33
1	30324	190	15		$3.00	$569		$299	$868	86%	90%	4%	$750	$784	$34
1	30325	116	15		$3.00	$348		$183	$531	85%	90%	4%	$453	$476	$23
1	30326	27	15		$3.00	$82		$43	$125	85%	90%	4%	$107	$112	$5
1	30327	143	15		$3.00	$428		$225	$653	85%	90%	4%	$557	$585	$28
1	30328	276	15		$3.00	$828		$435	$1,263	85%	90%	4%	$1,077	$1,131	$55
1	30329	275	15		$3.00	$826		$434	$1,260	85%	90%	4%	$1,074	$1,129	$55
1	30330	340	15		$3.00	$1,021		$536	$1,557	85%	90%	4%	$1,327	$1,395	$68
1	30331	500	15		$3.00	$1,500		$788	$2,288	83%	89%	6%	$1,903	$2,032	$129
1	30332	450	15		$3.00	$1,350		$709	$2,059	83%	89%	6%	$1,713	$1,829	$116
	Subtotal:	**7,203**		**2003**		**$26,158**	**5%**	**$13,736**	**$39,894**				**$34,709**	**$36,276**	**$1,566**

TABLE NO. 16
Existing Impact Fee Wastewater Lines

	Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
Custer West															
1	30068	114	18		$3.40	$386		$203	$589	85%	91%	7%	$498	$538	$40
1	30069	265	18		$3.40	$902		$474	$1,376	85%	91%	7%	$1,164	$1,257	$93
1	30070	265	18		$3.40	$902		$474	$1,376	84%	91%	7%	$1,161	$1,255	$95
1	30071	500	18		$3.40	$1,699		$892	$2,591	83%	91%	8%	$2,141	$2,354	$214
1	30072	408	18		$3.40	$1,387		$728	$2,115	82%	91%	8%	$1,736	$1,915	$180
1	30073	311	18		$3.40	$1,057		$555	$1,612	82%	91%	8%	$1,323	$1,460	$137
1	30074	310	18		$3.40	$1,053		$553	$1,606	82%	91%	8%	$1,318	$1,454	$136
1	30075	531	18		$3.40	$1,805		$948	$2,753	82%	91%	8%	$2,259	$2,493	$234
1	30076	475	18		$3.40	$1,615		$848	$2,463	62%	83%	21%	$1,534	$2,047	$513
1	30077	490	15		$1.70	$833		$437	$1,270	62%	83%	21%	$791	$1,055	$264
1	30078	499	15		$1.70	$848		$445	$1,293	62%	83%	21%	$805	$1,074	$269
1	30079	159	15		$1.70	$269		$141	$410	62%	83%	21%	$255	$341	$85
1	30080	316	15		$1.70	$538		$282	$820	58%	81%	23%	$479	$667	$188
1	30081	360	15		$1.70	$612		$321	$933	58%	81%	23%	$545	$759	$214
1	30082	409	15		$1.70	$695		$365	$1,060	58%	81%	23%	$620	$862	$243
Subtotal:		**5,411**				**$14,601**	**5%**	**$7,666**	**$22,267**				**$16,629**	**$19,531**	**$2,905**
Craig Ranch North															
Phase 6															
1	30209	635	15		$208.00	$131,976		$69,287	$201,263	87%	96%	9%	$174,802	$192,235	$17,433
1	30210	114	15		$208.00	$23,733		$12,460	$36,193	87%	96%	9%	$31,434	$34,569	$3,135
1	30210	265	15		$208.00	$55,120		$28,938	$84,058	87%	96%	9%	$73,006	$80,287	$7,281
1	30211	60	15		$208.00	$12,480		$6,552	$19,032	87%	96%	9%	$16,530	$18,178	$1,649
1	30212	161	15		$208.00	$33,426		$17,549	$50,975	84%	95%	11%	$42,907	$48,356	$5,449
1	30213	474	15		$208.00	$98,530		$51,728	$150,258	82%	94%	12%	$123,090	$141,571	$18,482
1	30214	422	15		$208.00	$87,714		$46,050	$133,764	82%	94%	12%	$109,578	$126,031	$16,453
1	30215	264	15		$208.00	$54,912		$28,829	$83,741	80%	94%	14%	$67,306	$78,784	$11,479
1	30216	372	15		$208.00	$77,418		$40,644	$118,062	80%	94%	14%	$94,891	$111,074	$16,183
1	30217	265	15		$208.00	$55,120		$28,938	$84,058	80%	94%	14%	$67,561	$79,083	$11,522
1	30218	265	15		$208.00	$55,120		$28,938	$84,058	80%	94%	14%	$67,561	$79,083	$11,522
1	30219	664	15		$208.00	$138,133		$72,520	$210,653	78%	94%	16%	$164,139	$197,236	$33,096
Subtotal:		**3,960**		**2004**		**$823,680**	**5%**	**$432,433**	**$1,256,115**				**$1,032,805**	**$1,186,487**	**$153,684**

TABLE NO. 16
Existing Impact Fee Wastewater Lines

	Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
Craig Ranch West (VCIM 2)															
						Phase 1									
1	30118	2,998	15		$235.14	$704,884		$370,064	$1,074,948	80%	86%	7%	$855,019	$925,584	$70,566
1	30095	381	24		$235.14	$89,660		$47,072	$136,732	81%	90%	8%	$111,178	$122,535	$11,357
	Subtotal:	**3,379**		**2005**		**$794,544**	**5%**	**$417,136**	**$1,211,680**				**$966,197**	**$1,048,119**	**$81,923**
Craig Ranch Infrastructure (VCIM 1)															
						Phase 1 15" to 24"									
1	30140	471	24		$57.47	$27,082		$14,218	$41,300	72%	85%	13%	$29,778	$35,187	$5,409
1	30141	335	24		$57.47	$19,254		$10,108	$29,362	76%	89%	13%	$22,402	$26,142	$3,740
1	30142	210	24		$57.47	$12,087		$6,346	$18,433	72%	85%	13%	$13,291	$15,705	$2,414
1	30143	289	24		$57.47	$16,587		$8,708	$25,295	76%	89%	13%	$19,299	$22,521	$3,222
1	30144	298	21		$57.47	$17,116		$8,986	$26,102	76%	89%	13%	$19,915	$23,239	$3,324
1	30145	291	21		$57.47	$16,702		$8,769	$25,471	76%	89%	13%	$19,434	$22,678	$3,244
1	30146	528	21		$57.47	$30,335		$15,926	$46,261	76%	90%	14%	$35,084	$41,569	$6,485
1	30147	456	21		$57.47	$26,180		$13,745	$39,925	75%	91%	16%	$30,086	$36,275	$6,188
1	30148	238	21		$57.47	$13,656		$7,169	$20,825	75%	91%	16%	$15,693	$18,921	$3,228
1	30149	555	18		$57.47	$31,875		$16,734	$48,609	80%	90%	10%	$38,945	$43,690	$4,745
1	30150	425	18		$57.47	$24,450		$12,836	$37,286	80%	90%	10%	$29,873	$33,513	$3,640
1	30151	594	18		$57.47	$34,163		$17,936	$52,099	80%	90%	10%	$41,741	$46,827	$5,086
1	30152	177	18		$57.47	$10,156		$5,332	$15,488	80%	90%	10%	$12,409	$13,921	$1,512
1	30153	194	18		$57.47	$11,127		$5,842	$16,969	80%	90%	10%	$13,595	$15,252	$1,656
1	30154	351	18		$57.47	$20,185		$10,597	$30,782	80%	90%	10%	$24,662	$27,667	$3,005
1	30166	299	15		$57.47	$17,162		$9,010	$26,172	68%	92%	24%	$17,853	$24,116	$6,263
1	30167	295	15		$57.47	$16,955		$8,901	$25,856	68%	92%	24%	$17,637	$23,824	$6,187
1	30168	294	15		$57.47	$16,903		$8,874	$25,777	68%	92%	24%	$17,584	$23,752	$6,168
1	30169	300	15		$57.47	$17,265		$9,064	$26,329	68%	92%	24%	$17,960	$24,260	$6,300
1	30170	300	15		$57.47	$17,219		$9,040	$26,259	68%	92%	24%	$17,952	$24,217	$6,266
	Subtotal:	**6,898**		**2004**		**$396,459**	**5%**	**$208,141**	**$604,600**				**$455,193**	**$543,276**	**$88,082**

TABLE NO. 16
Existing Impact Fee Wastewater Lines

	Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
Harvest Bend Offsite Sewer															
1	40001	125	24		$25.65	$3,212		$1,686	$4,898	68%	98%	31%	$3,320	$4,825	$1,504
1	40002	432	24		$25.65	$11,079		$5,817	$16,896	68%	98%	31%	$11,454	$16,643	$5,188
1	40003	330	24		$25.65	$8,473		$4,448	$12,921	69%	82%	13%	$8,927	$10,625	$1,698
1	40004	133	24		$25.65	$3,402		$1,786	$5,188	69%	82%	13%	$3,587	$4,266	$679
1	40005	272	24		$25.65	$6,972		$3,660	$10,632	68%	82%	14%	$7,198	$8,704	$1,506
1	40006	446	24		$25.65	$11,441		$6,007	$17,448	68%	82%	14%	$11,813	$14,284	$2,471
1	40007	595	24		$25.65	$15,271		$8,017	$23,288	68%	82%	14%	$15,767	$19,065	$3,298
1	40008	595	24		$25.65	$15,271		$8,017	$23,288	66%	81%	15%	$15,360	$18,952	$3,592
1	40009	249	24		$25.65	$6,385		$3,352	$9,737	66%	81%	15%	$6,422	$7,924	$1,502
1	40010	480	24		$25.65	$12,318		$6,467	$18,785	66%	81%	15%	$12,390	$15,288	$2,898
1	40011	585	24		$25.65	$15,007		$7,879	$22,886	66%	81%	15%	$15,095	$18,625	$3,530
1	40012	500	24		$25.65	$12,826		$6,734	$19,560	68%	85%	17%	$13,298	$16,593	$3,295
1	40013	236	24		$25.65	$6,051		$3,177	$9,228	68%	85%	17%	$6,274	$7,828	$1,554
1	40014	396	24		$25.65	$10,148		$5,328	$15,476	68%	85%	17%	$10,522	$13,129	$2,607
1	40015	261	24		$25.65	$6,698		$3,516	$10,214	68%	85%	17%	$6,944	$8,665	$1,720
1	40016	374	24		$25.65	$9,584		$5,032	$14,616	71%	89%	19%	$10,336	$13,063	$2,727
1	40017	487	18		$25.65	$12,498		$6,561	$19,059	70%	90%	20%	$13,322	$17,095	$3,773
1	40018	487	18		$25.65	$12,498		$6,561	$19,059	70%	90%	20%	$13,322	$17,095	$3,773
1	40019	343	18		$25.65	$8,799		$4,619	$13,418	70%	90%	20%	$9,379	$12,035	$2,656
1	40020	295	18		$25.65	$7,573		$3,976	$11,549	69%	90%	21%	$7,933	$10,394	$2,461
1	40021	204	18		$25.65	$5,233		$2,747	$7,980	69%	90%	21%	$5,482	$7,182	$1,701
Subtotal:		**7,825**		**2004**		**$200,740**	**5%**	**$105,387**	**$306,126**				**$208,145**	**$262,280**	**$54,133**

TABLE NO. 16
Existing Impact Fee Wastewater Lines

	Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
Wal-Mart Offsite 24" Sewer															
1	50001	269	24		$34.30	$9,220		$4,841	$14,061	59%	71%	12%	$8,307	$9,967	$1,660
1	50002	468	24		$34.30	$16,066		$8,435	$24,501	59%	71%	12%	$14,474	$17,366	$2,892
1	50003	274	24		$34.30	$9,402		$4,936	$14,338	59%	71%	12%	$8,470	$10,163	$1,693
1	50004	291	24		$34.30	$9,964		$5,231	$15,195	59%	71%	12%	$8,976	$10,770	$1,794
1	50005	230	24		$34.30	$7,889		$4,142	$12,031	59%	71%	12%	$7,107	$8,528	$1,420
1	50006	694	24		$34.30	$23,787		$12,488	$36,275	60%	73%	12%	$21,894	$26,358	$4,464
1	50007	265	24		$34.30	$9,076		$4,765	$13,841	60%	73%	13%	$8,305	$10,068	$1,763
1	50008	232	24		$34.30	$7,958		$4,178	$12,136	60%	73%	13%	$7,282	$8,827	$1,546
1	50009	566	24		$34.30	$19,400		$10,185	$29,585	60%	73%	13%	$17,751	$21,519	$3,768
1	50010	153	21		$34.30	$5,238		$2,750	$7,988	60%	73%	13%	$4,768	$5,824	$1,056
	Subtotal:	**3,440**		**2003**		**$118,000**	**5%**	**$61,951**	**$179,951**				**$107,334**	**$129,390**	**$22,056**
Creekview Estates Offsite Sanitary Sewer															
Franklin Branch - from Wilson Creek to Franklin Branch Trunk Sewer															
1	16000	350	27		$57.71	$20,210		$10,610	$30,820	15%	48%	33%	$4,526	$14,676	$10,150
1	16001	209	16		$57.71	$12,038		$6,320	$18,358	15%	48%	33%	$2,695	$8,740	$6,045
1	16002	443	27		$57.71	$25,571		$13,425	$38,996	15%	48%	33%	$5,725	$18,566	$12,840
1	16003	359	27		$57.71	$20,735		$10,886	$31,621	9%	46%	37%	$2,903	$14,446	$11,542
1	16004	231	27		$57.71	$13,314		$6,990	$20,304	9%	46%	37%	$1,864	$9,276	$7,411
1	16005	484	27		$57.71	$27,909		$14,652	$42,561	9%	46%	37%	$3,908	$19,443	$15,535
1	16006	375	27		$57.71	$21,618		$11,349	$32,967	4%	44%	39%	$1,338	$14,358	$13,020
1	16007	383	27		$57.71	$22,074		$11,589	$33,663	4%	44%	39%	$1,366	$14,661	$13,295
1	16008	136	27		$57.71	$7,860		$4,127	$11,987	4%	44%	39%	$486	$5,221	$4,734
1	16009	209	27		$57.71	$12,038		$6,320	$18,358	4%	44%	39%	$745	$7,995	$7,250
	Subtotal:	**3,177**		**2005**		**$183,369**	**5%**	**$96,268**	**$279,635**				**$25,556**	**$127,382**	**$101,822**

TABLE NO. 16

Existing Impact Fee Wastewater Lines

	Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
Timber Creek Offsite Sewer															
Phase 1															
1	26009	789	21		$44.34	$34,982		$18,366	$53,348	34%	65%	31%	$18,089	$34,821	$16,733
1	26010	725	21		$44.34	$32,153		$16,880	$49,033	39%	65%	26%	$18,936	$31,800	$12,864
1	26011	211	21		$44.34	$9,374		$4,921	$14,295	25%	62%	37%	$3,540	$8,803	$5,263
1	26012	716	24		$44.34	$31,731		$16,659	$48,390	24%	59%	35%	$11,796	$28,718	$16,922
1	26013	204	21		$44.34	$9,059		$4,756	$13,815	24%	59%	35%	$3,368	$8,199	$4,831
1	26014	137	21		$44.34	$6,088		$3,196	$9,284	24%	59%	35%	$2,263	$5,510	$3,247
1	26015	225	21		$44.34	$9,977		$5,238	$15,215	24%	59%	35%	$3,709	$9,030	$5,321
1	26016	718	21		$44.34	$31,824		$16,708	$48,532	24%	59%	35%	$11,831	$28,803	$16,972
1	26017	569	18		$44.34	$25,226		$13,244	$38,470	33%	54%	20%	$12,744	$20,610	$7,866
1	26018	360	18		$44.34	$15,963		$8,381	$24,344	33%	54%	20%	$8,064	$13,042	$4,978
1	26019	408	18		$44.34	$18,069		$9,486	$27,555	33%	54%	20%	$9,128	$14,763	$5,634
1	26020	361	18		$44.34	$15,985		$8,392	$24,377	33%	54%	20%	$8,075	$13,060	$4,985
1	26021	392	18		$44.34	$17,387		$9,128	$26,515	33%	54%	20%	$8,784	$14,205	$5,422
1	26022	480	18		$44.34	$21,267		$11,165	$32,432	35%	54%	19%	$11,367	$17,385	$6,019
1	26023	479	18		$44.34	$21,244		$11,153	$32,397	33%	54%	20%	$10,732	$17,357	$6,625
1	26024	471	18		$44.34	$20,881		$10,963	$31,844	35%	54%	19%	$11,161	$17,070	$5,910
1	26025	590	18		$44.34	$26,175		$13,742	$39,917	37%	57%	20%	$14,960	$22,793	$7,833
1	26026	614	15		$44.34	$27,213		$14,287	$41,500	43%	70%	27%	$17,822	$29,131	$11,308
1	26027	305	15		$44.34	$13,516		$7,096	$20,612	43%	70%	27%	$8,852	$14,468	$5,616
1	26028	468	15		$44.34	$20,761		$10,900	$31,661	43%	70%	27%	$13,597	$22,224	$8,627
Subtotal:		**9,221**		**2004**		**$408,876**	**5%**	**$214,661**	**$623,536**				**$208,818**	**$371,792**	**$162,976**

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
Robinson Ridge Offsite Sewer														
1 16040	179	24		$37.30	$6,685		$3,510	$10,195	37%	42%	5%	$3,777	$4,275	$498
1 16041	285	24		$37.30	$10,628		$5,580	$16,208	37%	42%	5%	$6,005	$6,796	$792
1 16042	434	24		$37.30	$16,189		$8,499	$24,688	37%	42%	5%	$9,146	$10,352	$1,206
1 16043	319	21		$37.30	$11,895		$6,245	$18,140	37%	42%	5%	$6,720	$7,606	$886
1 16044	134	21		$37.30	$4,990		$2,620	$7,610	37%	42%	5%	$2,819	$3,191	$372
1 16045	202	21		$37.30	$7,536		$3,956	$11,492	37%	42%	5%	$4,257	$4,819	$561
1 16046	498	18		$37.30	$18,575		$9,752	$28,327	37%	42%	5%	$10,494	$11,878	$1,384
1 16047	190	18		$37.30	$7,077		$3,715	$10,792	37%	42%	5%	$3,996	$4,523	$527
1 16048	443	18		$37.30	$16,509		$8,667	$25,176	37%	42%	5%	$9,322	$10,551	$1,229
1 16049	383	18		$37.30	$14,299		$7,507	$21,806	36%	41%	5%	$7,790	$8,912	$1,122
1 16050	76	18		$37.30	$2,826		$1,484	$4,310	36%	41%	5%	$1,540	$1,762	$222
1 16051	401	18		$37.30	$14,950		$7,849	$22,799	36%	41%	5%	$8,144	$9,318	$1,173
1 16052	282	18		$37.30	$10,503		$5,514	$16,017	36%	41%	5%	$5,722	$6,546	$824
1 16053	442	18		$37.30	$16,502		$8,664	$25,166	34%	39%	5%	$8,656	$9,799	$1,142
1 16054	379	18		$37.30	$14,149		$7,428	$21,577	34%	39%	5%	$7,422	$8,401	$979
1 16055	300	18		$37.30	$11,208		$5,884	$17,092	34%	39%	5%	$5,879	$6,655	$776
1 16056	253	18		$37.30	$9,435		$4,953	$14,388	34%	39%	5%	$4,949	$5,602	$653
1 16057	407	18		$37.30	$15,164		$7,961	$23,125	34%	39%	5%	$7,954	$9,004	$1,050
1 16058	454	18		$37.30	$16,926		$8,886	$25,812	34%	39%	5%	$8,879	$10,050	$1,172
1 16059	505	18		$37.30	$18,830		$9,886	$28,716	34%	39%	5%	$9,877	$11,181	$1,303
1 16060	393	18		$37.30	$14,646		$7,689	$22,335	34%	39%	5%	$7,683	$8,696	$1,014
1 16061	31	18		$37.30	$1,145		$601	$1,746	34%	39%	5%	$601	$680	$79
1 16062	110	18		$37.30	$4,096		$2,150	$6,246	32%	36%	4%	$2,029	$2,266	$237
Subtotal:	**7,098**		**2002**		**$264,761**	**5%**	**$139,000**	**$403,763**				**$143,661**	**$162,863**	**$19,201**

TABLE NO. 16
Existing Impact Fee Wastewater Lines

	Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
NTMWD Prosper Interceptor Sewer															
1	10126	247	42		$20.25	$5,004		$2,627	$7,631	23%	52%	29%	$1,778	$3,989	$2,211
1	10127	341	42		$20.25	$6,906		$3,626	$10,532	23%	52%	29%	$2,454	$5,512	$3,057
1	10128	404	42		$20.25	$8,189		$4,299	$12,488	23%	52%	29%	$2,910	$6,544	$3,634
1	10129	267	42		$20.25	$5,405		$2,838	$8,243	26%	59%	33%	$2,141	$4,823	$2,682
1	10130	417	42		$20.25	$8,444		$4,433	$12,877	26%	59%	33%	$3,344	$7,543	$4,198
1	10131	693	42		$20.25	$14,041		$7,372	$21,413	26%	59%	33%	$5,560	$12,558	$6,998
1	10132	788	24		$20.25	$15,969		$8,384	$24,353	100%	100%	0%	$24,353	$24,353	$0
1	10133	589	24		$20.25	$11,934		$6,265	$18,199	100%	100%	0%	$18,199	$18,199	$0
1	10134	252	24		$20.25	$5,105		$2,680	$7,785	100%	100%	0%	$7,785	$7,785	$0
1	10135	352	24		$20.25	$7,130		$3,743	$10,873	100%	100%	0%	$10,873	$10,873	$0
1	10136	650	24		$20.25	$13,170		$6,914	$20,084	100%	100%	0%	$20,084	$20,084	$0
1	10137	617	24		$20.25	$12,504		$6,565	$19,069	100%	100%	0%	$19,069	$19,069	$0
1	10138	520	24		$20.25	$10,539		$5,533	$16,072	100%	100%	0%	$16,072	$16,072	$0
1	10139	775	24		$20.25	$15,702		$8,244	$23,946	100%	100%	0%	$23,946	$23,946	$0
1	10140	343	24		$20.25	$6,951		$3,649	$10,600	100%	100%	0%	$10,600	$10,600	$0
1	10141	368	24		$20.25	$7,451		$3,912	$11,363	100%	100%	0%	$11,363	$11,363	$0
1	10142	586	24		$20.25	$11,868		$6,231	$18,099	100%	100%	0%	$18,099	$18,099	$0
1	10143	298	24		$20.25	$6,042		$3,172	$9,214	100%	100%	0%	$9,214	$9,214	$0
1	10144	450	24		$20.25	$9,109		$4,782	$13,891	100%	100%	0%	$13,891	$13,891	$0
1	10145	452	24		$20.25	$9,147		$4,802	$13,949	90%	100%	10%	$12,535	$13,949	$1,414
1	10146	318	24		$20.25	$6,447		$3,385	$9,832	95%	100%	5%	$9,340	$9,832	$492
1	10147	167	24		$20.25	$3,377		$1,773	$5,150	95%	100%	5%	$4,892	$5,150	$258
1	10148	478	24		$20.25	$9,678		$5,081	$14,759	95%	100%	5%	$14,020	$14,759	$739
1	10149	500	24		$20.25	$10,125		$5,316	$15,441	95%	100%	5%	$14,664	$15,441	$777
1	10150	614	24		$20.25	$12,439		$6,530	$18,969	95%	100%	5%	$18,015	$18,969	$954
1	10151	271	24		$20.25	$5,490		$2,882	$8,372	95%	100%	5%	$7,946	$8,372	$426
1	10152	773	24		$20.25	$15,657		$8,220	$23,877	98%	100%	2%	$23,375	$23,877	$502
1	10153	693	24		$20.25	$14,028		$7,365	$21,393	98%	100%	2%	$20,943	$21,393	$450
1	10154	197	24		$20.25	$4,000		$2,100	$6,100	98%	100%	2%	$5,972	$6,100	$128
1	10155	134	24		$20.25	$2,721		$1,429	$4,150	98%	100%	2%	$4,063	$4,150	$87
1	10156	735	24		$20.25	$14,885		$7,815	$22,700	98%	100%	2%	$22,223	$22,700	$477
1	10157	505	24		$20.25	$10,234		$5,373	$15,607	98%	100%	2%	$15,275	$15,607	$332
1	10158	481	24		$20.25	$9,739		$5,113	$14,852	100%	100%	0%	$14,852	$14,852	$0
1	10159	332	24		$20.25	$6,730		$3,533	$10,263	100%	100%	0%	$10,263	$10,263	$0
Subtotal:		**15,610**		**2007**		**$316,159**	**5%**	**$165,986**	**$482,146**				**$239,582**	**$246,618**	**$7,036**

TABLE NO. 16
Existing Impact Fee Wastewater Lines

	Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
Westerra Stonebridge Sewer															
1	19009	13	24		$18.00	$225		$118	$343	10%	90%	80%	$34	$308	$274
1	19010	72	24		$18.00	$1,296		$680	$1,976	83%	89%	6%	$1,634	$1,753	$120
1	19011	144	15		$4.80	$689		$362	$1,051	83%	89%	6%	$869	$933	$64
1	19012	329	15		$4.80	$1,578		$828	$2,406	83%	89%	6%	$1,989	$2,135	$146
1	19013	339	15		$4.80	$1,628		$855	$2,483	83%	89%	6%	$2,053	$2,203	$150
1	19014	129	15		$4.80	$621		$326	$947	83%	89%	6%	$783	$840	$57
1	19015	131	15		$4.80	$630		$331	$961	83%	89%	7%	$796	$860	$64
1	19016	334	15		$4.80	$1,602		$841	$2,443	83%	89%	7%	$2,022	$2,186	$163
1	19017	345	15		$4.80	$1,654		$868	$2,522	83%	89%	7%	$2,088	$2,256	$168
1	19018	307	15		$4.80	$1,476		$775	$2,251	83%	90%	7%	$1,867	$2,032	$165
1	19019	50	15		$4.80	$239		$125	$364	83%	90%	7%	$303	$328	$26
1	19020	64	15		$4.80	$306		$161	$467	83%	90%	7%	$388	$421	$33
1	19021	77	15		$4.80	$369		$194	$563	83%	90%	7%	$469	$508	$39
	Subtotal:	**2,333**		**2003**		**$12,313**	**5%**	**$6,464**	**$18,777**				**$15,295**	**$16,763**	**$1,469**

TABLE NO. 16

Existing Impact Fee Wastewater Lines

	Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
Westerra Stonebridge Trunk Line															
Line H & H-2															
1	17397	344	42		$54.00	$18,569		$9,749	$28,318	100%	100%	0%	$28,318	$28,318	$0
1	17398	490	30		$54.00	$26,462		$13,893	$40,355	100%	100%	0%	$40,355	$40,355	$0
1	17399	451	30		$54.00	$24,353		$12,785	$37,138	100%	100%	0%	$37,138	$37,138	$0
1	17400	500	30		$54.00	$27,000		$14,175	$41,175	100%	100%	0%	$41,175	$41,175	$0
1	17401	10	30		$54.00	$540		$284	$824	91%	91%	0%	$751	$751	$0
1	17402	480	30		$54.00	$25,914		$13,605	$39,519	100%	100%	0%	$39,519	$39,519	$0
1	17403	349	30		$54.00	$18,857		$9,900	$28,757	100%	100%	0%	$28,757	$28,757	$0
1	17404	260	30		$54.00	$14,014		$7,357	$21,371	100%	100%	0%	$21,371	$21,371	$0
1	17405	32	30		$54.00	$1,751		$919	$2,670	100%	100%	0%	$2,670	$2,670	$0
1	17406	70	30		$54.00	$3,803		$1,997	$5,800	100%	100%	0%	$5,800	$5,800	$0
1	17407	157	30		$54.00	$8,486		$4,455	$12,941	100%	100%	0%	$12,941	$12,941	$0
1	17408	83	30		$30.50	$2,533		$1,330	$3,863	100%	100%	0%	$3,863	$3,863	$0
1	17409	37	30		$30.50	$1,127		$592	$1,719	100%	100%	0%	$1,719	$1,719	$0
1	17410	229	30		$30.50	$6,996		$3,673	$10,669	100%	100%	0%	$10,669	$10,669	$0
1	17411	490	30		$30.50	$14,945		$7,846	$22,791	100%	100%	0%	$22,791	$22,791	$0
1	17412	210	30		$30.50	$6,414		$3,367	$9,781	100%	100%	0%	$9,781	$9,781	$0
1	17413	280	30		$30.50	$8,528		$4,477	$13,005	100%	100%	0%	$13,005	$13,005	$0
1	17414	245	30		$30.50	$7,471		$3,922	$11,393	100%	100%	0%	$11,393	$11,393	$0
1	17415	235	30		$30.50	$7,168		$3,763	$10,931	100%	100%	0%	$10,931	$10,931	$0
1	17416	474	30		$54.00	$25,583		$13,431	$39,014	100%	100%	0%	$39,014	$39,014	$0
1	17417	517	30		$54.00	$27,936		$14,666	$42,602	100%	100%	0%	$42,602	$42,602	$0
1	17418	490	30		$54.00	$26,460		$13,892	$40,352	100%	100%	0%	$40,352	$40,352	$0
1	17420	293	30		$54.00	$15,796		$8,293	$24,089	100%	100%	0%	$24,089	$24,089	$0
1	17421	179	30		$54.00	$9,673		$5,078	$14,751	100%	100%	0%	$14,751	$14,751	$0
1	19000	144	24		$54.00	$7,789		$4,089	$11,878	85%	91%	6%	$10,087	$10,841	$754
1	19001	377	24		$54.00	$20,361		$10,690	$31,051	12%	90%	78%	$3,601	$27,879	$24,278
1	19002	129	24		$54.00	$6,956		$3,652	$10,608	12%	90%	78%	$1,229	$9,541	$8,312
1	19003	490	24		$93.00	$45,610		$23,945	$69,555	12%	90%	78%	$8,058	$62,574	$54,516
1	19004	490	24		$54.00	$26,457		$13,890	$40,347	12%	90%	78%	$4,673	$36,307	$31,634
1	19005	490	24		$54.00	$26,466		$13,895	$40,361	12%	90%	78%	$4,674	$36,329	$31,655
1	19006	490	24		$54.00	$26,465		$13,894	$40,359	10%	90%	80%	$4,030	$36,260	$32,230
1	19007	430	24		$54.00	$23,210		$12,185	$35,395	10%	90%	80%	$3,525	$31,809	$28,284
1	19008	237	24		$54.00	$12,785		$6,712	$19,497	10%	90%	80%	$1,933	$17,480	$15,547
Subtotal:		**10,183**		**2003**		**$526,478**	**5%**	**$276,401**	**$802,879**				**$545,565**	**$772,775**	**$227,210**

TABLE NO. 16
Existing Impact Fee Wastewater Lines

	Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
										2012	2022	During Fee Period	2012	2022	During Fee Period
Franklin Branch Trunk Sewer															
From North Side of Parker Creek Estates North Along Franklin Branch to U.S. 380 and East to Bois D' Arc Road															
2	16010	102	30		$205.18	$20,929		$10,988	$31,917	4%	44%	39%	$1,295	$13,900	$12,605
2	16011	38	30		$205.18	$7,797		$4,093	$11,890	4%	44%	39%	$482	$5,178	$4,696
2	16012	60	30		$205.18	$12,311		$6,463	$18,774	4%	44%	39%	$762	$8,176	$7,415
2	16013	381	27		$205.18	$78,175		$41,042	$119,217	4%	44%	39%	$4,838	$51,921	$47,083
2	16014	800	27		$205.18	$164,147		$86,177	$250,324	4%	44%	39%	$10,158	$109,020	$98,862
2	16015	60	27		$205.18	$12,311		$6,463	$18,774	4%	44%	39%	$762	$8,175	$7,413
2	16016	229	18		$205.18	$46,987		$24,668	$71,655	11%	57%	46%	$8,196	$40,818	$32,622
2	16017	300	18		$205.18	$61,555		$32,316	$93,871	11%	57%	46%	$10,737	$53,474	$42,736
2	16018	192	18		$205.18	$39,395		$20,682	$60,077	11%	57%	46%	$6,872	$34,223	$27,351
2	16019	308	18		$205.18	$63,196		$33,178	$96,374	11%	57%	46%	$11,024	$54,899	$43,876
2	16020	140	18		$205.18	$28,726		$15,081	$43,807	11%	57%	46%	$5,011	$24,955	$19,944
2	16021	775	12		$205.18	$159,017		$83,484	$242,501	56%	66%	10%	$135,592	$159,060	$23,468
2	16022	216	18		$205.18	$44,320		$23,268	$67,588	1%	40%	39%	$861	$27,177	$26,316
	Subtotal:	**3,601**		**2005**		**$738,865**	**5%**	**$387,903**	**$1,126,769**				**$196,590**	**$590,976**	**$394,387**
Airport Sewer Phase II															
From northeast of termination of Industrial Blvd to North McKinney Interceptor															
2	20300	25	15		$149.89	$3,816		$2,003	$5,819	79%	100%	21%	$4,576	$5,819	$1,243
2	20302	43	15		$149.89	$6,454		$3,388	$9,842	79%	100%	21%	$7,740	$9,842	$2,102
2	20304	438	15		$149.89	$65,671		$34,477	$100,148	79%	100%	21%	$78,763	$100,148	$21,385
2	20306	500	15		$149.89	$74,974		$39,361	$114,335	79%	100%	21%	$89,921	$114,335	$24,414
2	20308	500	15		$149.89	$74,882		$39,313	$114,195	79%	100%	21%	$89,811	$114,195	$24,384
2	20310	500	15		$149.89	$75,012		$39,381	$114,393	79%	100%	21%	$89,966	$114,393	$24,427
2	20312	183	15		$149.89	$27,499		$14,437	$41,936	79%	100%	21%	$32,981	$41,936	$8,955
2	20314	498	15		$149.89	$74,701		$39,218	$113,919	79%	100%	21%	$89,593	$113,919	$24,326
2	20316	499	15		$149.89	$74,768		$39,253	$114,021	79%	100%	21%	$89,674	$114,021	$24,347
2	20318	523	15		$149.89	$78,400		$41,160	$119,560	79%	100%	21%	$94,030	$119,560	$25,530
2	20320	296	15		$149.89	$44,350		$23,284	$67,634	79%	100%	21%	$53,192	$67,634	$14,442
2	20322	532	15		$149.89	$79,816		$41,903	$121,719	79%	100%	21%	$95,728	$121,719	$25,991
2	20324	357	15		$149.89	$53,464		$28,069	$81,533	79%	100%	21%	$64,123	$81,533	$17,410
2	20326	282	15		$149.89	$42,255		$22,184	$64,439	79%	100%	21%	$50,739	$64,439	$13,700
2	20328	445	15		$149.89	$66,709		$35,022	$101,731	79%	100%	21%	$80,368	$101,731	$21,363
2	20330	24	15		$149.89	$3,667		$1,925	$5,592	79%	100%	21%	$4,398	$5,592	$1,194
	Subtotal:	**5,647**		**2005**		**$846,438**	**5%**	**$444,378**	**$1,290,816**				**$1,015,603**	**$1,290,816**	**$275,213**

TABLE NO. 16
Existing Impact Fee Wastewater Lines

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.)	Total Capital Cost ($)	Debt Service Interest Rate %	Debt Service Utilizing Simple	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
									2012	2022	During Fee Period	2012	2022	During Fee Period
Collin McKinney Pkwy. & McKinney Place Drive Sanitary Sewer														
Along Collin McKinney Pkwy. From McKinney Place Drive to Lake Forest Drive														
1 50170	402	15		$114.35	$45,976		$24,137	$70,113	63%	100%	37%	$44,507	$70,113	$25,606
1 50172	398	15		$114.35	$45,504		$23,890	$69,394	63%	100%	37%	$44,050	$69,394	$25,344
1 50174	385	15		$114.35	$44,055		$23,129	$67,184	66%	100%	34%	$44,400	$67,184	$22,784
Subtotal:	**1,185**		**2008**		**$135,535**	**5%**	**$71,156**	**$206,691**				**$132,957**	**$206,691**	**$73,734**
Lake Forest Drive & SH 121 Offsite Utilities														
Along SH 121 North ROW from McKinney Place Drive to Lake Forest Drive														
1 50160	226	21		$538.52	$121,973		$64,036	$186,009	41%	53%	11%	$76,716	$97,734	$21,018
1 50162	226	21		$538.52	$121,536		$63,806	$185,342	41%	53%	11%	$76,440	$97,383	$20,943
1 50164	223	21		$538.52	$120,278		$63,146	$183,424	41%	53%	11%	$75,649	$96,375	$20,726
1 50166	420	21		$538.52	$226,023		$118,662	$344,685	41%	53%	11%	$142,158	$181,106	$38,947
Subtotal:	**1,095**		**2008**		**$589,810**	**5%**	**$309,650**	**$899,460**				**$370,963**	**$472,598**	**$101,634**
Existing Sewer Line CIP Total	**196,693**				**$13,313,208**		**$6,989,450**	**$20,302,674**				**$15,248,909**	**$17,382,293**	**$2,133,385**

Notes:
1 - City Participate in Cost Oversize
2 - City Initiated and Funded

TABLE NO. 17

Proposed Impact Fee Wastewater Lines

	Pipe Number		Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.) *	Total Capital Cost ($)	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
											2012	2022	During Fee Period	2012	2022	During Fee Period
Westerra Stonebridge - Sanitary Sewer Trunk Line - Line "H-3"																
1	19059	*	74	24		$96.00	$7,087		$3,721	$10,808	0%	88%	88%	$0	$9,541	$9,541
1	19060	*	531	24		$96.00	$50,958		$26,753	$77,711	0%	89%	89%	$0	$68,863	$68,863
1	19063	*	34	21		$72.00	$2,462		$1,292	$3,754	0%	90%	90%	$0	$3,369	$3,369
1	19064	*	341	21		$72.00	$24,558		$12,893	$37,451	0%	88%	88%	$0	$33,009	$33,009
1	19066	*	498	18		$48.00	$23,908		$12,551	$36,459	0%	95%	95%	$0	$34,699	$34,699
1	19068	*	411	18		$48.00	$19,743		$10,365	$30,108	0%	98%	98%	$0	$29,579	$29,579
1	19070	*	508	18		$48.00	$24,375		$12,797	$37,172	0%	99%	99%	$0	$36,868	$36,868
1	19071	*	63	21		$72.00	$4,570		$2,399	$6,969	0%	63%	63%	$0	$4,375	$4,375
1	19072	*	219	21		$72.00	$15,742		$8,265	$24,007	0%	53%	53%	$0	$12,810	$12,810
1	19074	*	159	21		$72.00	$11,477		$6,025	$17,502	0%	53%	53%	$0	$9,339	$9,339
1	19076	*	490	21		$72.00	$35,250		$18,506	$53,756	0%	53%	53%	$0	$28,684	$28,684
1	19078	*	453	21		$72.00	$32,605		$17,118	$49,723	0%	53%	53%	$0	$26,533	$26,533
1	19080	*	441	21		$72.00	$31,769		$16,679	$48,448	0%	53%	53%	$0	$25,852	$25,852
1	19082	*	481	21		$72.00	$34,650		$18,191	$52,841	0%	53%	53%	$0	$28,196	$28,196
1	19084	*	182	21		$72.00	$13,087		$6,871	$19,958	0%	53%	53%	$0	$10,650	$10,650
1	19086	*	204	21		$72.00	$14,689		$7,712	$22,401	0%	53%	53%	$0	$11,953	$11,953
1	19088	*	157	21		$72.00	$11,276		$5,920	$17,196	0%	53%	53%	$0	$9,176	$9,176
1	19090	*	347	21		$72.00	$24,950		$13,099	$38,049	0%	53%	53%	$0	$20,303	$20,303
1	19092	*	383	18		$48.00	$18,374		$9,647	$28,021	0%	53%	53%	$0	$14,952	$14,952
1	19094	*	138	18		$48.00	$6,615		$3,473	$10,088	0%	53%	53%	$0	$5,383	$5,383
1	19096	*	113	18		$48.00	$5,417		$2,844	$8,261	0%	53%	53%	$0	$4,408	$4,408
1	19098	*	326	18		$48.00	$15,652		$8,218	$23,870	0%	53%	53%	$0	$12,737	$12,737
1	19102	*	389	18		$48.00	$18,682		$9,808	$28,490	0%	40%	40%	$0	$11,290	$11,290
1	19104	*	230	18		$48.00	$11,051		$5,802	$16,853	0%	40%	40%	$0	$6,679	$6,679
1	19106	*	179	18		$48.00	$8,598		$4,514	$13,112	0%	40%	40%	$0	$5,196	$5,196
1	19108	*	421	15		$24.00	$10,099		$5,302	$15,401	0%	40%	40%	$0	$6,103	$6,103
1	19110	*	229	15		$24.00	$5,495		$2,885	$8,380	0%	40%	40%	$0	$3,321	$3,321
1	19112	*	195	15		$24.00	$4,679		$2,456	$7,135	0%	40%	40%	$0	$2,827	$2,827
1	19114	*	234	15		$24.00	$5,619		$2,950	$8,569	0%	40%	40%	$0	$3,396	$3,396
1	19116	*	111	15		$24.00	$2,667		$1,400	$4,067	0%	40%	40%	$0	$1,612	$1,612
1	19118	*	236	15		$24.00	$5,654		$2,968	$8,622	0%	0%	0%	$0	$0	$0
1	19120	*	156	15		$24.00	$3,742		$1,965	$5,707	0%	87%	87%	$0	$4,961	$4,961
1	19122	*	194	15		$24.00	$4,656		$2,444	$7,100	0%	87%	87%	$0	$6,172	$6,172
1	19124	*	116	15		$24.00	$2,789		$1,464	$4,253	0%	87%	87%	$0	$3,697	$3,697
1	19126	*	59	15		$24.00	$1,415		$743	$2,158	0%	87%	87%	$0	$1,876	$1,876
1	19128	*	109	15		$24.00	$2,610		$1,370	$3,980	0%	87%	87%	$0	$3,460	$3,460
1	19130	*	149	15		$24.00	$3,586		$1,882	$5,468	0%	87%	87%	$0	$4,753	$4,753
1	19132	*	177	15		$24.00	$4,256		$2,235	$6,491	0%	87%	87%	$0	$5,643	$5,643
1	19134	*	358	12		$0.00	$0		$0	$0	0%	87%	87%	$0	$0	$0
1	19136	*	61	12		$0.00	$0		$0	$0	0%	87%	87%	$0	$0	$0
1	19138	*	448	12		$0.00	$0		$0	$0	0%	87%	87%	$0	$0	$0
1	19140	*	328	12		$0.00	$0		$0	$0	0%	87%	87%	$0	$0	$0
1	19142	*	248	12		$0.00	$0		$0	$0	0%	87%	87%	$0	$0	$0
1	FM19008	*	742	20		$48.00	$35,636		$18,709	$54,345	0%	44%	44%	$0	$23,689	$23,689
1	FM19010	*	1,422	18		$48.00	$68,242		$35,827	$104,069	0%	44%	44%	$0	$45,363	$45,363
	Subtotal:		**13,344**		**2013**		**$628,692**	**5%**	**$330,063**	**$958,755**				**$0**	**$581,317**	**$581,317**

TABLE NO. 17

Proposed Impact Fee Wastewater Lines

	Pipe Number		Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.) *	Total Capital Cost ($)	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
											2012	2022	During Fee Period	2012	2022	During Fee Period
Trinity Falls Offsite Wastewater Line																
1	25000	*	19	36		$180.00	$3,442		$1,807	$5,249	0%	54%	54%	$0	$2,817	$2,817
1	25002	*	597	36		$180.00	$107,504		$56,440	$163,944	0%	53%	53%	$0	$87,229	$87,229
1	25004	*	87	36		$180.00	$15,595		$8,187	$23,782	0%	53%	53%	$0	$12,651	$12,651
1	25006	*	79	36		$180.00	$14,310		$7,513	$21,823	0%	53%	53%	$0	$11,575	$11,575
1	25008	*	265	36		$180.00	$47,725		$25,056	$72,781	0%	53%	53%	$0	$38,598	$38,598
1	25010	*	609	36		$180.00	$109,675		$57,579	$167,254	0%	53%	53%	$0	$88,699	$88,699
1	25012	*	573	36		$180.00	$103,115		$54,135	$157,250	0%	53%	53%	$0	$83,403	$83,403
1	25014	*	577	36		$180.00	$103,888		$54,541	$158,429	0%	53%	53%	$0	$84,019	$84,019
1	25016	*	570	36		$180.00	$102,597		$53,863	$156,460	0%	53%	53%	$0	$82,946	$82,946
1	25018	*	531	36		$180.00	$95,666		$50,225	$145,891	0%	54%	54%	$0	$78,912	$78,912
1	25020	*	798	36		$180.00	$143,717		$75,451	$219,168	0%	54%	54%	$0	$118,988	$118,988
1	25022	*	278	36		$180.00	$50,121		$26,314	$76,435	0%	54%	54%	$0	$41,486	$41,486
1	25024	*	317	36		$180.00	$57,128		$29,992	$87,120	0%	55%	55%	$0	$48,331	$48,331
1	25026	*	521	36		$180.00	$93,692		$49,188	$142,880	0%	55%	55%	$0	$79,253	$79,253
1	25028	*	410	36		$180.00	$73,748		$38,718	$112,466	0%	55%	55%	$0	$62,366	$62,366
1	25030	*	674	36		$180.00	$121,367		$63,718	$185,085	0%	55%	55%	$0	$102,620	$102,620
1	25032	*	856	36		$180.00	$154,124		$80,915	$235,039	0%	55%	55%	$0	$130,280	$130,280
1	25034	*	789	36		$180.00	$141,990		$74,545	$216,535	0%	55%	55%	$0	$119,989	$119,989
1	25036	*	717	36		$180.00	$129,108		$67,782	$196,890	0%	61%	61%	$0	$120,114	$120,114
1	25038	*	279	36		$180.00	$50,235		$26,374	$76,609	0%	61%	61%	$0	$46,736	$46,736
1	25040	*	607	36		$180.00	$109,349		$57,408	$166,757	0%	61%	61%	$0	$101,731	$101,731
1	25042	*	638	36		$180.00	$114,875		$60,309	$175,184	0%	61%	61%	$0	$106,903	$106,903
1	25044	*	812	36		$180.00	$146,223		$76,767	$222,990	0%	61%	61%	$0	$136,076	$136,076
1	25046	*	840	36		$180.00	$151,128		$79,342	$230,470	0%	61%	61%	$0	$140,640	$140,640
1	25048	*	586	36		$180.00	$105,568		$55,423	$160,991	0%	63%	63%	$0	$102,163	$102,163
1	25050	*	877	36		$180.00	$157,885		$82,890	$240,775	0%	63%	63%	$0	$152,794	$152,794
	Subtotal:		**13,910**		**2013**		**$2,503,778**	**5%**	**$1,314,482**	**$3,818,260**				**$0**	**$2,181,319**	**$2,181,319**

TABLE NO. 17

Proposed Impact Fee Wastewater Lines

	Pipe Number		Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.) *	Total Capital Cost ($)	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
											2012	2022	During Fee Period	2012	2022	During Fee Period
Clemons Creek Trunk Sewer																
1	CC100	*	1,423	27		$120.00	$170,789		$89,664	$260,453	0%	13%	13%	$0	$33,526	$33,526
1	CC102	*	3,869	24		$96.00	$371,457		$195,015	$566,472	0%	6%	6%	$0	$34,950	$34,950
1	CC103	*	1,196	24		$96.00	$114,803		$60,272	$175,075	0%	4%	4%	$0	$6,548	$6,548
1	CC104	*	2,458	21		$72.00	$176,990		$92,920	$269,910	0%	0%	0%	$0	$0	$0
	Subtotal:		**8,947**		**2014**		**$834,039**	**5%**	**$437,871**	**$1,271,910**				**$0**	**$75,024**	**$75,024**
Honey Creek Trunk Sewer																
1	HC122A	*	19	36		$180.00	$3,330		$1,748	$5,078	0%	55%	55%	$0	$2,790	$2,790
1	HC123	*	1,848	42		$240.00	$443,402		$232,786	$676,188	0%	6%	6%	$0	$37,931	$37,931
1	HC123A	*	2,752	36		$180.00	$495,432		$260,102	$755,534	0%	2%	2%	$0	$16,012	$16,012
1	HC124	*	2,129	36		$180.00	$383,287		$201,226	$584,513	0%	2%	2%	$0	$12,635	$12,635
1	HC157	*	876	18		$48.00	$42,041		$22,071	$64,112	0%	34%	34%	$0	$21,513	$21,513
	Subtotal:		**19**		**2015**		**$1,367,493**	**5%**	**$717,933**	**$2,085,426**				**$0**	**$90,881**	**$90,881**
Big Branch Trunk Sewer																
1	BB100	*	4,878	24		$96.00	$468,264		$245,839	$714,103	0%	2%	2%	$0	$17,333	$17,333
	Subtotal:		**4,878**		**2016**		**$468,264**	**5%**	**$245,839**	**$714,103**				**$0**	**$17,333**	**$17,333**
Upper East Fork Trunk Sewer																
1	UE106	*	1,870	30		$144.00	$269,222		$141,342	$410,564	0%	63%	63%	$0	$260,540	$260,540
1	UE108	*	3,475	21		$72.00	$250,178		$131,343	$381,521	0%	68%	68%	$0	$260,157	$260,157
1	UE110	*	2,593	21		$72.00	$186,673		$98,003	$284,676	0%	65%	65%	$0	$184,386	$184,386
1	UE112	*	2,747	15		$24.00	$65,920		$34,608	$100,528	0%	58%	58%	$0	$58,304	$58,304
1	UE116	*	3,474	15		$24.00	$83,371		$43,770	$127,141	0%	65%	65%	$0	$82,349	$82,349
	Subtotal:		**14,157**		**2018**		**$855,365**	**5%**	**$449,066**	**$1,304,431**				**$0**	**$845,736**	**$845,736**
Franklin Branch Trunk Sewer																
1	FB100	*	883	18		$48.00	$42,361		$22,239	$64,600	0%	40%	40%	$0	$25,678	$25,678
1	FB102	*	5,010	18		$48.00	$240,470		$126,247	$366,717	0%	36%	36%	$0	$132,061	$132,061
1	FB104	*	5,603	15		$24.00	$134,471		$70,597	$205,068	0%	29%	29%	$0	$60,403	$60,403
	Subtotal:		**883**		**2018**		**$417,301**	**5%**	**$219,083**	**$636,384**				**$0**	**$218,142**	**$218,142**

TABLE NO. 17

Proposed Impact Fee Wastewater Lines

	Pipe Number		Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost ($/Ft.) *	Total Capital Cost ($)	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost ($)	(%) Utilized Capacity			($) Utilized Capacity		
											2012	2022	During Fee Period	2012	2022	During Fee Period
Stonebridge Lift Station No. 1 Abandonment Sanitary Sewer																
1	UW105B	*	3,000	24		$96.00	$288,000		$151,200	$439,200	0%	90%	90%	$0	$393,421	$393,421
2	UW105A		2,550	24		$288.00	$734,400		$385,560	$1,119,960	0%	90%	90%	$0	$1,003,223	$1,003,223
	Subtotal:		**5,550**		**2020**		**$1,022,400**	**5%**	**$536,760**	**$1,559,160**				**$0**	**$1,396,644**	**$1,396,644**
Stover Creek Trunk Sewer																
1	SC100	*	2,585	30		$144.00	$372,181		$195,395	$567,576	0%	18%	18%	$0	$100,752	$100,752
1	SC101	*	2,917	27		$120.00	$350,083		$183,793	$533,876	0%	15%	15%	$0	$80,257	$80,257
1	SC102	*	5,461	27		$120.00	$655,338		$344,053	$999,391	0%	13%	13%	$0	$129,901	$129,901
	Subtotal:		**10,963**		**2022**		**$1,377,601**	**5%**	**$723,241**	**$2,100,842**				**$0**	**$310,910**	**$310,910**
Upper Wilson Creek Trunk Sewer																
1	UW108	*	6,581	15		$24.00	$157,933		$82,915	$240,848	0%	24%	24%	$0	$57,161	$57,161
	Subtotal:		**6,581**		**2022**		**$157,933**	**5%**	**$82,915**	**$240,848**				**$0**	**$57,161**	**$57,161**
NTMWD Prosper/McKinney Parallel Interceptor																
1	WC284	*	269	36		$180.00	$48,342		$25,379	$73,721	0%	68%	68%	$0	$49,885	$49,885
1	WC286	*	341	36		$180.00	$61,357		$32,212	$93,569	0%	68%	68%	$0	$63,356	$63,356
1	WC288	*	404	36		$180.00	$72,788		$38,214	$111,002	0%	68%	68%	$0	$75,192	$75,192
1	WC290	*	267	30		$144.00	$38,429		$20,175	$58,604	0%	68%	68%	$0	$39,742	$39,742
1	WC292	*	417	30		$144.00	$60,036		$31,519	$91,555	0%	68%	68%	$0	$62,117	$62,117
1	WC294	*	693	30		$144.00	$99,824		$52,408	$152,232	0%	68%	68%	$0	$103,367	$103,367
1	WC294A	*	14	42		$240.00	$3,397		$1,784	$5,181	0%	12%	12%	$0	$604	$604
1	WC296	*	788	42		$240.00	$189,232		$99,347	$288,579	0%	46%	46%	$0	$132,204	$132,204
1	WC298	*	589	42		$240.00	$141,417		$74,244	$215,661	0%	46%	46%	$0	$99,178	$99,178
1	WC300	*	252	42		$240.00	$60,470		$31,747	$92,217	0%	46%	46%	$0	$42,168	$42,168
1	WC302	*	352	42		$240.00	$84,475		$44,349	$128,824	0%	46%	46%	$0	$59,034	$59,034
1	WC304	*	650	42		$240.00	$156,075		$81,939	$238,014	0%	46%	46%	$0	$109,131	$109,131
1	WC306	*	617	42		$240.00	$148,169		$77,788	$225,957	0%	46%	46%	$0	$103,703	$103,703
1	WC308	*	520	42		$240.00	$124,880		$65,562	$190,442	0%	46%	46%	$0	$87,547	$87,547
1	WC310	*	775	36		$180.00	$139,541		$73,259	$212,800	0%	38%	38%	$0	$81,515	$81,515
1	WC312	*	343	36		$180.00	$61,778		$32,433	$94,211	0%	38%	38%	$0	$36,089	$36,089
1	WC314	*	368	36		$180.00	$66,208		$34,759	$100,967	0%	38%	38%	$0	$38,676	$38,676
1	WC316	*	586	36		$180.00	$105,467		$55,370	$160,837	0%	38%	38%	$0	$60,513	$60,513
1	WC317	*	14	36		$180.00	$2,552		$1,340	$3,892	0%	43%	43%	$0	$1,673	$1,673
1	WC318	*	298	36		$180.00	$53,713		$28,200	$81,913	0%	38%	38%	$0	$30,772	$30,772
1	WC320	*	450	36		$180.00	$80,959		$42,504	$123,463	0%	38%	38%	$0	$46,379	$46,379
	Subtotal:		**9,009**		**2017**		**$1,799,107**	**5%**	**$944,532**	**$2,743,639**				**$0**	**$1,322,845**	**$1,322,845**
Sewer Line CIP Total			**88,240**				**$11,431,973**		**$6,001,785**	**$17,433,758**				**$0**	**$7,097,312**	**$7,097,312**

Notes: 1 - City Participate in Cost Oversize
2 - City Initiated and Funded

** Average Unit costs are based in 2012 dollars unless otherwise indicated and includes 20% for engineering, surveying & QA testing*

TABLE NO. 18
Proposed Wastewater Lift Station Facilities

Pump Station Improvements	Year Const.	Projected Capacity (MGD)	Pump Station Cost ($)				Capacity Utilized (%)			Capacity Utilized ($)		
			Const.	* Engineering & Testing	20 Year Debt Service @ 5% Simple Interest	Total 20 Yr. Project Cost $	2012	2022	In The CRF Period	2012	2022	In The CRF Period
Westerra Stonebridge - Lift Stations (On U.S. 380, West of Custer Rd. & East of Independence Pkwy.)												
Stonebridge Lift Station No. 2	2013	4.9	$ 314,249	$ 31,425	$ 181,479	$ 527,153	0.0%	60.0%	60.0%	$ -	$ 316,292	$ 316,292
Stonebridge Lift Station No. 3	2013	4.4	$ 345,544	$ 34,554	$ 199,551	$ 579,649	0.0%	50.0%	50.0%	$ -	$ 289,824	$ 289,824
Total			**$ 659,793**	**$ 65,979**	**$ 381,030**	**$ 1,106,802**				**$ -**	**$ 606,116**	**$ 606,116**

* 10% of Construction Assumed for Engineering and Testing
(1) Estimated Cost Based on Actual Bid Price

F. CALCULATION OF MAXIMUM IMPACT FEES - WATER & WASTEWATER

Chapter 395, of the Local Government Code allows the maximum impact fee to be charged if revenues from Future Ad Valorem Taxes and water and sewer bills are included as a credit in the analysis. If not, the Act allows the maximum assessable fee to be set at 50% of the calculated maximum fee. The maximum impact fees for the water and wastewater systems are calculated separately by dividing the cost of the capital improvements or facility expansions necessitated and attributable to new development in the Service Area within the ten year period by the number of living units anticipated to be added to City within the ten year period. To simplify collection, we recommend the fee remain fixed throughout the 5-year period, unless changed by Council.

The **Water System** impact fee for a ¾" meter is calculated as follows:

Maximum Impact Fee = (Eligible Existing Facility Cost + Eligible Proposed Facility Cost) / (Number of New Living Unit Equivalent over the Next 10-Years)

= ($30,599,144.35 + $65,017,104.77) / 36,926.2 = $95,616,249.12 / 36,926.2

Calculated Water Maximum Impact Fee = $2,589.39 *

* Maximum Allowable Water Impact Fee is 50% of the Calculated Water Maximum Impact Fee

Maximum Assessable Water Impact Fee = $2,589.39 X 50% = $1,294.70

The **Wastewater System** impact fee is calculated as follows:

Maximum Impact Fee = (Eligible Existing Facility Cost + Eligible Proposed Facility Cost) / (Number of New Living Unit Equivalent over the Next 10-Years)

= ($2,133,385.00 + $8,049,363.22) / 31,401.5 = $10,182,748.22 / 31,401.5

Calculated Water Maximum Impact Fee = $324.28 *

* Maximum Allowable Water Impact Fee is 50% of the Calculated Water Maximum Impact Fee

Maximum Assessable Wastewater Impact Fee = $324.28 X 50% = $162.14

Table No. 19 summarizes the per service unit equivalent maximum assessable impact fee that can be charged based on the calculated 50% credit above.

TABLE NO. 19

Maximum Assessable Water & Wastewater Impact Fee

Maximum Assessable Water Impact Fee per Living Unit Equivalent: **$1,294.70**

Maximum Assessable Wastewater Impact Fee per Living Unit Equivalent: **$162.14**

Meter Type	Meter Size	Living Unit Equivalent	Max. Assessable Impact Fee		
			Water	Wastewater	Total
Multijet	3/4"	1.0	$ 1,294.70	$ 162.14	$ 1,456.84
Multijet	1"	1.7	$ 2,200.99	$ 275.64	$ 2,476.63
Ultrasonic	2"	8.3	$ 10,746.01	$ 1,345.76	$ 12,091.77
Ultrasonic	3"	16.7	$ 21,621.49	$ 2,707.74	$ 24,329.23
Ultrasonic	4"	33.3	$ 43,113.51	$ 5,399.26	$ 48,512.77
Ultrasonic	6"	53.3	$ 69,007.51	$ 8,642.06	$ 77,649.57
Ultrasonic	8"	93.3	$ 120,795.51	$ 15,127.66	$ 135,923.17
Ultrasonic	10" to 12"	183.3	$ 237,318.51	$ 29,720.26	$ 267,038.77



UPDATED 2012 -2022 WATER & WASTEWATER IMPACT FEE UPDATE

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

AUGUST 2013
AMENDED DECEMBER 2016

EXHIBIT B

SCHEDULE 1

Maximum assessable utility fee based on date of final plat recordation.

TABLE A.

Maximum assessable utility impact fee if date of final plat recordation is prior to September 1, 2003 for which no replatting is necessary.

Meter Size (*inches*)	WATER		WASTEWATER	
	Maximum Fee (pre-credit)	Maximum Fee (post-credit)	Maximum Fee (pre-credit)	Maximum Fee (post-credit)
3/4	$ 640.00	$ 320.00	$ 725.00	$ 362.50
1	$ 1,120.00	$ 560.00	$ 1,268.75	$ 634.38
1 1/2	$ 2,560.00	$ 1,280.00	$ 2,900.00	$ 1,450.00
2	$ 4,480.00	$ 2,240.00	$ 5,075.00	$ 2,537.50
3	$ 10,240.00	$ 5,120.00	$ 11,600.00	$ 5,800.00
4	$ 17,920.00	$ 8,960.00	$ 20,300.00	$ 10,150.00
6	$ 40,960.00	$ 20,480.00	$ 46,400.00	$ 23,200.00
8	$ 64,000.00	$ 32,000.00	$ 72,500.00	$ 36,250.00
10	$ 96,000.00	$ 48,000.00	$ 108,750.00	$ 54,375.00

Maximum Assessable Fee (post-credit) is 50% of the Maximum Fee (pre-credit).

TABLE B.

Maximum assessable utility impact fee if date of final plat recordation is between September 1, 2003 and November 9, 2008 for which no replatting is necessary.

Meter Size (*inches*)	WATER		WASTEWATER	
	Maximum Fee (pre-credit)	Maximum Fee (post-credit)	Maximum Fee (pre-credit)	Maximum Fee (post-credit)
3/4	$ 2,832.97	$ 1,416.49	$ 1,412.18	$ 706.09
1	$ 4,816.04	$ 2,408.02	$ 2,400.70	$ 1,200.35
1 1/2	$ 9,348.76	$ 4,674.38	$ 4,660.16	$ 2,330.08
2	$ 15,014.68	$ 7,507.34	$ 7,484.40	$ 3,742.20
3	$ 30,312.68	$ 15,156.34	$ 15,110.24	$ 7,555.12
4	$ 47,310.44	$ 23,655.22	$ 23,512.65	$ 11,756.33
6	$ 94,337.56	$ 47,168.78	$ 47,025.30	$ 23,512.65
8	$ 151,087.76	$ 75,543.88	$ 75,268.72	$ 37,634.36
10	$ 434,292.76	$ 217,146.38	$ 216,485.84	$ 108,242.92

Maximum Assessable Fee (post-credit) is 50% of the Maximum Fee (pre-credit).

TABLE C.

Maximum assessable utility impact fee if date of final plat recordation is between November 10, 2008 and November 19, 2013 for which no replatting is necessary.

Meter Size (*inches*)	Meter Type	WATER		WASTEWATER	
		Maximum Fee (pre-credit)	Maximum Fee (post-credit)	Maximum Fee (pre-credit)	Maximum Fee (post-credit)
3/4	Simple	$ 3,255.36	$ 1,627.68	$ 411.04	$ 205.52
1	Simple	$ 5,534.12	$ 2,767.06	$ 698.76	$ 349.38
1 1/2	Simple	$ 10,742.68	$ 5,371.34	$ 1,356.44	$ 678.22
2	Simple	$ 17,253.40	$ 8,626.70	$ 2,178.52	$ 1,089.26
2	Compound	$ 17,253.40	$ 8,626.70	$ 2,178.52	$ 1,089.26
2	Turbine	$ 21,810.92	$ 10,905.46	$ 2,753.96	$ 1,376.98
3	Compound	$ 34,832.36	$ 17,416.18	$ 4,398.12	$ 2,199.06
3	Turbine	$ 52,085.76	$ 26,042.88	$ 6,576.64	$ 3,288.32
4	Compound	$ 54,364.52	$ 27,182.26	$ 6,864.36	$ 3,432.18
4	Turbine	$ 91,150.08	$ 45,575.04	$ 11,509.12	$ 5,754.56
6	Compound	$ 108,403.48	$ 54,201.74	$ 13,687.64	$ 6,843.82
6	Turbine	$ 199,553.56	$ 99,776.78	$ 25,196.76	$ 12,598.38
8	Compound	$ 173,510.68	$ 86,755.34	$ 21,908.44	$ 10,954.22
8	Turbine	$ 347,346.92	$ 173,673.46	$ 43,857.96	$ 21,928.98
10	Compound	$ 499,046.68	$ 249,523.34	$ 63,012.44	$ 31,506.22
10	Turbine	$ 542,668.52	$ 271,334.26	$ 68,520.36	$ 34,260.18
12	Turbine	$ 716,179.20	$ 358,089.60	$ 90,428.80	$ 45,214.40

Maximum Assessable Fee (post-credit) is 50% of the Maximum Fee (pre-credit).

TABLE D.

Maximum assessable utility impact fee if date of final plat recordation is on or after November 20, 2013 for which no replatting is necessary.

Meter Size (*inches*)	Meter Type	WATER		WASTEWATER	
		Maximum Fee (pre-credit)	Maximum Fee (post-credit)	Maximum Fee (pre-credit)	Maximum Fee (post-credit)
3/4	Multi-Jet (Simple)	$ 2,589.39	$ 1,294.70	$ 324.28	$ 162.14
1	Multi-Jet (Simple)	$ 4,401.96	$ 2,200.99	$ 551.28	$ 275.64
2	Ultrasonic	$ 21,491.94	$ 10,746.01	$ 2,691.52	$ 1,345.76
3	Ultrasonic	$ 43,242.81	$ 21,621.49	$ 5,415.48	$ 2,707.74
4	Ultrasonic	$ 86,226.69	$ 43,113.51	$ 10,798.52	$ 5,399.26
6	Ultrasonic	$ 138,014.49	$ 69,007.51	$ 17,284.12	$ 8,642.06
8	Ultrasonic	$ 241,590.09	$ 120,795.51	$ 30,255.32	$ 15,127.66
10-12	Ultrasonic	$ 474,635.19	$ 237,318.51	$ 59,440.52	$ 29,720.26

Maximum Assessable Fee (post-credit) is 50% of the Maximum Fee (pre-credit).

EXHIBIT B

SCHEDULE 2

Actual water and wastewater impact fees charged based on date of final plat recordation.

TABLE A.

Actual water and wastewater impact fees charged if date of final plat recordation is prior to September 1, 2003 for which no replatting is necessary.

Meter Size (*inches*)	WATER	WASTEWATER
3/4	$ 320.00	$ 174.03
1	$ 560.00	$ 290.04
1 1/2	$ 1,280.00	$ 580.09
2	$ 2,240.00	$ 928.14
3	$ 5,120.00	$ 1,856.28
4	$ 8,960.00	$ 2,900.44
6	$ 20,480.00	$ 5,800.88
8	$ 32,000.00	$ 9,281.40
10	$ 48,000.00	$ 31,506.22

TABLE B.

Actual water and wastewater impact fees charged if date of final plat recordation is between September 1, 2003 and November 9, 2008 for which no replatting is necessary.

Meter Size (*inches*)	WATER	WASTEWATER
3/4	$ 1,416.49	$ 174.03
1	$ 2,363.61	$ 290.04
1 1/2	$ 4,674.38	$ 580.09
2	$ 7,507.34	$ 928.14
3	$ 15,127.10	$ 1,856.28
4	$ 23,636.09	$ 2,900.44
6	$ 47,168.78	$ 5,800.88
8	$ 75,543.88	$ 9,281.40
10	$ 217,146.38	$ 31,506.22

TABLE C.

Actual water and wastewater impact fees charged if date of final plat recordation is between November 9, 2008 and November 19, 2013 for which no replatting is necessary.

Meter Size (*inches*)	Meter Type	WATER	WASTEWATER
3/4	Simple	$ 1,418.17	$ 174.03
1	Simple	$ 2,363.61	$ 290.04
1 1/2	Simple	$ 4,727.22	$ 580.09
2	Simple	$ 7,563.55	$ 928.14
2	Compound	$ 7,563.55	$ 928.14
2	Turbine	$ 10,905.46	$ 1,376.98
3	Compound	$ 15,127.10	$ 1,856.28
3	Turbine	$ 26,042.88	$ 3,288.32
4	Compound	$ 23,636.09	$ 2,900.44
4	Turbine	$ 45,575.04	$ 5,754.56
6	Compound	$ 47,272.18	$ 5,800.88
6	Turbine	$ 99,776.78	$ 12,598.38
8	Compound	$ 75,635.48	$ 9,281.40
8	Turbine	$ 173,673.46	$ 21,928.98
10	Compound	$ 249,523.34	$ 31,506.22
10	Turbine	$ 271,334.26	$ 34,260.18
12	Turbine	$ 358,089.60	$ 45,214.40

TABLE D.

Actual water and wastewater impact fees charged if date of final plat recordation is on or after November 20, 2013 for which no replatting is necessary.

Meter Size (*inches*)	Meter Type	WATER	WASTEWATER
3/4	Multi-Jet (Simple)	$ 1,294.70	$ 162.14
1	Multi-Jet (Simple)	$ 2,200.99	$ 275.64
2	Ultrasonic	$ 10,746.01	$ 1,345.76
3	Ultrasonic	$ 21,621.49	$ 2,707.74
4	Ultrasonic	$ 43,113.51	$ 5,399.26
6	Ultrasonic	$ 69,007.51	$ 8,642.06
8	Ultrasonic	$ 120,795.51	$ 15,127.66
10-12	Ultrasonic	$ 237,318.51	$ 29,720.26

17-633

TITLE: Consider/Discuss/Act on a Resolution Authorizing the Application For and Acceptance of, If Awarded, a Grant from the Collin County Adult Literacy Council by the McKinney Public Library System For FY18

COUNCIL GOAL: Operational Excellence

MEETING DATE: June 20, 2017

DEPARTMENT: McKinney Public Library System

CONTACT: Susan Kusterbeck, Librarian Supervisor

RECOMMENDED CITY COUNCIL ACTION:

- Approve Resolution authorizing the application for and acceptance of, if awarded, a grant from the Collin County Adult Literacy Council (CCALC) in the amount of $1,000 for the McKinney Public Library System.

ITEM SUMMARY:

- The McKinney Public Library System (MPLS) is applying to the CCALC for a grant in the amount of $1,000 to fund the purchase of materials in support of the McKinney Public Library Adult Literacy ESL program.
- Grant applications are due August 30, 2017 and six grants of up to $1,000 each will be awarded to active members.
- If awarded, the MPLS will be responsible for presenting a copy of the grant application and three copies of a report documenting how funds were spent within six months after receipt of grant.

BACKGROUND INFORMATION:

- The Collin County Adult Literacy Council (CCALC) awards annual “mini-grants” of up to $1,000 to active members.
- The McKinney Public Library System is an active member of the CCALC.
- Grant monies must be used to purchase printed teaching or learning materials, teaching supplies, and/or technology.
- The McKinney Public Library System is a previous recipient of this grant.

FINANCIAL SUMMARY:

- There is no match requirement for this grant.

BOARD OR COMMISSION RECOMMENDATION:

- The Library Board will be informed if grant funds are received to supplement this existing program.

SUPPORTING MATERIALS:

Resolution
CCALC FY18 Application

RESOLUTION NO. 2017-06-___ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR AND ACCEPT, IF AWARDED, A GRANT FROM THE COLLIN COUNTY ADULT LITERACY COUNCIL BY THE MCKINNEY PUBLIC LIBRARY SYSTEM

WHEREAS, the City Council of the City of McKinney, Texas, values adult literacy; and

WHEREAS, funds are allocated by the Collin County Adult Literacy Council to support adult literacy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, THAT:

Section 1. The City Council of the City of McKinney, Texas, hereby authorizes the City Manager, or designee, to apply for and accept, if awarded, a grant from the Collin County Adult Literacy Council, and handle all matters related to the acceptance of said grant.

Section 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, ON THE 20th DAY OF JUNE, 2017.

CITY OF McKINNEY, TEXAS

_____
GEORGE C. FULLER
Mayor

ATTEST:

_____
SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

_____
MARK S. HOUSER
City Attorney

Collin County Adult Literacy Council (CCALC)
P.O. Box 861304, Plano, TX 75086
collincountyadultliteracy@gmail.com
www.ccalc.org

Mini-Grant Application for 2017-18

Due by August 30, 2017

Name of Local Organization requesting funding: _McKinney Public Library System____

Program: Administrator: _Susan Kusterbeck_Phone: __972.547.7343_____

Please provide information on the number of students and tutors you serve:

	Previous Year	Current Year	Anticipated number to serve during mini-grant period
# of Students	198	178	200
# of Tutors	7	11	10
# of Actual Teaching Hours	44	48	58
Type of Program and amount requested	_X_ ESL $ 1000.00	___GED $_____	___Pre-GED $_____

Total Amount Requested: **$__$1000.00__**

Justification Narrative: (Attachments welcomed)

The ESL program at the McKinney Public Library has three sessions per year. Each session consists of 4 levels of learning, which include those with no English skills to those who need assistance with pronunciation and grammar. The Fall and Spring sessions emphasize English learning skills. The Summer session is the Conversational English session. This allows our students to use the skills they have learned and concentrate on using the English they already know. Because our sessions are free and have a very limited budget for supplies, we now allow the students to check out books for the semester if they have a library card. This has been a success and we will continue this part of the program. With last year's grant, we purchased Workplace Skills books. This has been a great addition to our classes. For the 2017-2018 session, we would like to add a multi-level ESL book club to our existing program. This club would meet monthly at the two branches of the McKinney Public Library System starting 2018.

In order to add this program, the library must purchase multiple copies of books geared toward our ESL students.

Implementation Narrative:

This grant will be used to buy 10 copies of abridged classics, Texas topics, and other easy to read books that the students will be able to discuss in a book club setting. Volunteers to head the discussions would be recruited and work with the ESL Coordinator. The ESL Book Club would start at the beginning of 2018 and continue monthly throughout the year.

I agree to become an active participant in the Collin County Adult Literacy Council. In the event that this application is approved, a detailed financial report with receipts and a statistical report of students served will be due March 31, 2018, describing the disbursement of funds. Failure to provide this report will result in not being considered for future mini grants.

Name and Title _Susan Kusterbeck ESL Cordinator Date __May 16, 2017___

17-634

TITLE: Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute a Second Amendment to Commercial Lease Agreement for 115-B Industrial Blvd. for Office Space for the City of McKinney - Municipal Uses

COUNCIL GOAL: Operational Excellence

MEETING DATE: June 20, 2017

DEPARTMENT: City Manager's Office

CONTACT: Jose Madrigal

RECOMMENDED CITY COUNCIL ACTION:

- Staff recommends approval of the Resolution.

ITEM SUMMARY:

- This Resolution authorizes the City Manager to execute a Second Amendment for 115-B Industrial Blvd.
- This location will be to accommodate Meter Services, Building Maintenance, and the IT Training room.

BACKGROUND INFORMATION:

- The lease space for the 115-B Industrial Blvd. is nearing the end of its term and Comegy's Holdings 1, Ltd., is extending the lease agreement from June 1, 2017 to May 31, 2020.

FINANCIAL SUMMARY:

- Rental rates for the term of the lease:
  - **Year 1** - $11,083.00 per month;
  - **Year 2** - $11,500.00 per month; and,
  - **Year 3** - $11,917.00 per month
- Landlord will provide a $20,000 "Lighting Reimbursement" for the lighting upgrades and Tenant shall also submit copies of contracts, receipts and back-up documentation to Landlord reflecting the actual cost of designing, constructing

and installing the Lighting Upgrades.

- Upon confirmation of completion of the Lighting Upgrades the Landlord shall credit the Lighting Reimbursement to Tenant in equal monthly installments over the then term of this lease extension.

BOARD OR COMMISSION RECOMMENDATION: N/A

SUPPORTING MATERIALS:

Resolution
Lease Agreement

RESOLUTION NO. 2017-06-___ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO LEASE AGREEMENT FOR 115-B INDUSTRIAL BLVD. FOR OFFICE SPACE FOR THE CITY OF MCKINNEY – MUNICIPAL USES

WHEREAS, the City Council has determined the need to lease office space for the City of McKinney – Municipal Uses; and

WHEREAS, the working lease space for the Information Technology Department is nearing the end of its term; and

WHEREAS, lease space is available at 115-B Industrial Blvd. and will be available to accommodate various City departments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, THAT:

Section 1. This Resolution authorizes the City Manager to execute a lease agreement for 115-B Industrial Boulevard to accommodate Meter Services, Building Maintenance, and the IT Training room.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, ON THE 20th DAY OF JUNE, 2017.

CITY OF McKINNEY, TEXAS

_____
GEORGE C. FULLER
Mayor

ATTEST:

_____
SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

_____
MARK S. HOUSER
City Attorney

SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This SECOND AMENDMENT TO THE COMMERCIAL LEASE AGREEMENT ("Second Amendment") is executed between Comegy's Holdings 1, Ltd., a Texas limited partnership ("Landlord") and the City of McKinney, Texas ("Tenant") to amend the Commercial Lease Agreement (the "Lease") having an Effective Date of May 1, 2009, as such Lease was amended by that Amendment to Commercial Lease Agreement executed on the 30th day of April, 2014 to become effective on June 1, 2014 ("First Amendment"), covering the Premises with an address of 115-B Industrial Blvd., being approximately 10,000 square feet in area, situated in McKinney, Texas. For valuable consideration, Landlord and Tenant agree as follows:

1. The Term is extended by 3 years and 0 months beginning on June 1, 2017.

2. The effective date of this lease extension shall be June 1, 2017.

3. The Expiration Date of the Lease Term is changed to May 31, 2020.

4. Section 1.06 of the Lease is hereby changed to read as follows:

> **"1.06 Base Rent:** Base Rent shall be as follows:
>
> **Year 1 -** $11,083.00 per month;
> **Year 2 –** 11,500.00 per month; and,
> **Year 3 –** 11,917.00 per month.
>
> Landlord hereby grants to Tenant one (1) option (the "Option") to extend the Term for one additional period of two (2) years (the "Extension"), on the same terms, conditions and covenants as set forth in the Lease. The Option may be exercised only by written notice delivered to the Landlord no earlier than one hundred eighty (180) days and no later than ninety (90) days before the end of the Lease Extension or the preceding Extension of the Term, whichever date is applicable. The Rent for the Extension shall be the then-current fair market rental value of the Premises. The fair market rental value of the Premises will be determined as set forth in Paragraph B. 2. of Addendum B to the Lease."

5. Section 1.09 of the Lease is hereby changed to read as follows:

> **1.09 Permitted Use:** City of McKinney - Municipal Uses
> [See Section 6.01]

6. Article Seventeen, "Additional Provisions," is hereby amended to add another clause to read as follows:

Lighting Improvements (June 1, 2017): Tenant is hereby authorized to replace the lighting system throughout the interior of the building situated on the Premises with an updated florescent or LED lighting system of Tenant's choosing with all related appurtenances ("Lighting Upgrades"). Upon completion of the Lighting Upgrades Tenant shall notify Landlord that the Lighting Upgrades have been completed and allow Landlord to confirm such Lighting Upgrades. Tenant shall also submit copies of contracts, receipts and back-up documentation to Landlord reflecting the actual cost of designing, constructing and installing the Lighting Upgrades and Landlord shall reimburse Tenant an amount up to a not-to-exceed maximum of Twenty Thousand Dollars ($20,000.00) ("Lighting Reimbursement") for such Lighting Upgrades. Upon confirmation of completion of the Lighting Upgrades the Landlord shall credit the Lighting Reimbursement to Tenant in equal monthly installments over the then remaining term of this lease extension.

Except as specifically changed and modified by this Second Amendment, all of the provisions set forth in the Lease, as it may have been previously amended, are hereby confirmed and will remain in effect. Tenant accepts the Premises in "**AS IS**" condition with all faults save and except as provided otherwise in the Lease, the First Amendment or this Second Amendment. Capitalized terms used in this Second Amendment that are not defined in this Second Amendment shall have the meanings given to them in the Lease. This Second Amendment is executed as of the ___ day of _____, 2017.

LANDLORD:	**TENANT:**
Comegy's Holdings 1, Ltd.	City of McKinney, Texas
By: _____	By: _____
Bill Cox	Jose Madrigal Deputy City Manager

17-635

TITLE: Consider/Discuss/Act on a Resolution Amending the 2017 - 2021 Capital Improvements Program to Provide Funds for the WW3255 Aerial Wastewater Crossing Replacement Jeans Creek and WA4266 Club Lake Water Line Loop Projects

COUNCIL GOAL: Operational Excellence

MEETING DATE: June 20, 2017

DEPARTMENT: Development Services / Engineering

CONTACT: Paul Tucker, PE, Senior Utility Engineer
Gary Graham, PE, PTOE, Interim Director of Engineering

RECOMMENDED CITY COUNCIL ACTION:

- Approval of Resolution.

ITEM SUMMARY:

- This Resolution amends the FY2016-2017 annual budget and the 2017 - 2021 Capital Improvements Program by adding Issued Revenue Bonds to WW3255 Aerial Wastewater Crossing Replacement Jeans Creek and WA4266 Club Lake Water Line Loop Projects.

- The project will be funded with funds from the following projects:

    - Transferring $278,000 Issued Revenue Bonds funds from Substandard Mains - Umbrella Project (WW4350) to the WW3255 Aerial Wastewater Crossing Replacement Jeans Creek Project.

    - Transferring $85,000 Issued Revenue Bonds funds from University Pump Station 10 MG Ground Storage Tank Project (WA6116) to the WA4266 Club Lake Water Line Loop Project.

- An accompanying Resolution to enter into a construction contract is also on this agenda for Council's consideration.

BACKGROUND INFORMATION:

- The WW3255 Aerial Wastewater Crossing Replacement Jeans Creek project involves the replacement of an existing sanitary sewer aerial crossing consisting of 135 LF of 8 inch PVC in an 18 inch steel carrier pipe, four concrete piers, and other related appurtenances. The existing aerial wastewater crossing required replacement due to the poor condition of the existing crossing.
- The WA4266 Club Lake Water Line Loop project involves the installation of 389 LF of 10 inch HDPE by directional bore, 273 LF of 10 inch HDPE by open cut, and other related appurtenances. This project will provide a second water source for the Villages of Eldorado 2 subdivision.

FINANCIAL SUMMARY:

- With approval of this item, $2,458,475 will remain in WW4350.
- With approval of this item, $270,594 will remain in WA6116.
- With approval of this item, $518,692 will remain in WW3255.
- With approval of this item, $321,445 will remain in WA4266.

BOARD OR COMMISSION RECOMMENDATION:

- N/A

SUPPORTING MATERIALS:

Resolution
Location Map

RESOLUTION NO. 2017-06-___ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING A BUDGET AMENDMENT PERTAINING TO THE FISCAL YEAR 2016-2017 BUDGET AND THE 2017 - 2021 CAPITAL IMPROVEMENTS PROGRAM

WHEREAS, as required by the City Charter, the City Manager has prepared an amendment to certain appropriations in the 2016-2017 Budget and the 2017 – 2021 Capital Improvements Program and submitted same to the City Council for its approval.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, THAT:

Section 1. Pursuant to the City Charter requirements of the City of McKinney, Texas, a Budget Amendment pertaining to the Fiscal Year 2016-2017 Budget Amendment is hereby authorized and approved.

Section 2. The budget shall be amended by transferring $278,000 Issued Revenue Bonds funds from Substandard Mains – Umbrella Project (WW4350) to the WW3255 Aerial Wastewater Crossing Replacement Jeans Creek Project.

Section 3. The budget shall be amended by transferring $85,000 Issued Revenue Bonds funds from University Pump Station 10 MG Ground Storage Tank Project (WA6116) to the WA4266 Club Lake Water Line Loop Project.

Section 4. This Resolution shall become effective from and after its adoption and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, ON THE 20th DAY OF JUNE, 2017.

CITY OF McKINNEY, TEXAS

_____
GEORGE C. FULLER
Mayor

ATTEST:

_____
SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

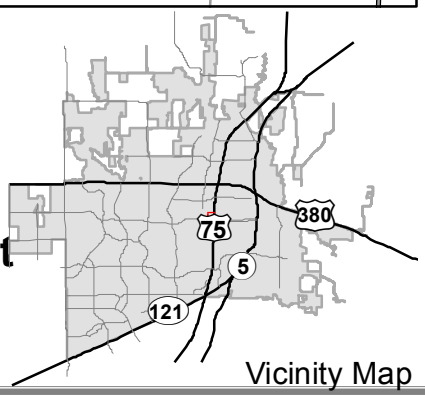
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MARK S. HOUSER
City Attorney



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Jeans Creek
WW3255

Wastewater Crossing Replacement

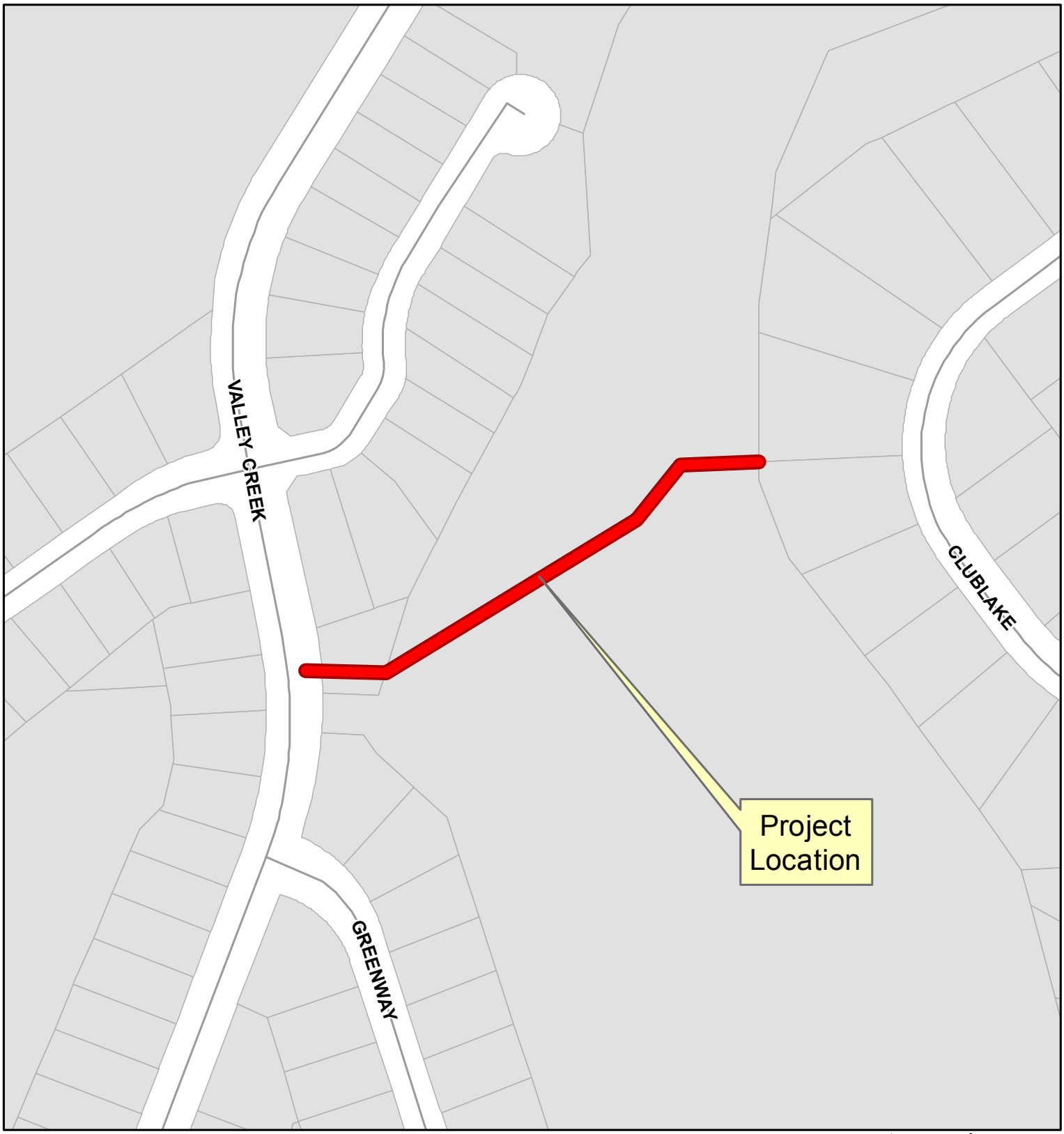


Vicinity Map

McKINNEY TEXAS
Unique by nature.SM

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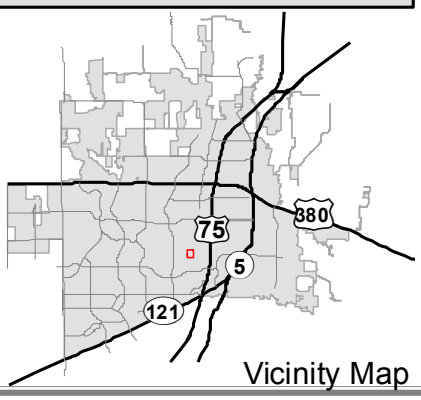
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Club Lake
WA4266

Water Line Loop



Vicinity Map

McKINNEY TEXAS
Unique by nature.SM

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17-636

TITLE: Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute a Contract and All Necessary Change Orders with Mountain Cascade of Texas for the Construction of WW3255 Aerial Wastewater Crossing Replacement Jeans Creek and WA4266 Club Lake Water Line Loop Projects

COUNCIL GOAL: Operational Excellence

MEETING DATE: June 20, 2017

DEPARTMENT: Development Services / Engineering

CONTACT: Paul Tucker, PE, Senior Utility Engineer
Gary Graham, PE, PTOE, Interim Director of Engineering

RECOMMENDED CITY COUNCIL ACTION:

- Approval of Resolution.

ITEM SUMMARY:

- This Resolution authorizes the City Manager to execute a contract and all necessary change orders with Mountain Cascade of Texas for the construction of WW3255 Aerial Wastewater Crossing Replacement Jeans Creek and WA4266 Club Lake Water Line Loop Projects for a total contract amount not to exceed $800,000.

BACKGROUND INFORMATION:

- The WW3255 Aerial Wastewater Crossing Replacement Jeans Creek project involves the replacement of an existing sanitary sewer aerial crossing consisting of 135 LF of 8 inch PVC in an 18 inch steel carrier pipe, four concrete piers, and other related appurtenances. The existing aerial wastewater crossing required replacement due to the poor condition of the existing crossing.
- The WA4266 Club Lake Water Line Loop project involves the installation of 389 LF of 10 inch HDPE by directional bore, 273 LF of 10 inch HDPE by open cut, and other related appurtenances. This project will provide a second water

source for the Villages of Eldorado 2 subdivision.

- RJN Group, Inc., prepared the construction plans for the WW3255 Aerial Wastewater Crossing Replacement Jeans Creek project.
- Teague, Nall & Perkins, prepared the construction plans for the WA4266 Club Lake Water Line Loop project.
- Three (3) bids were received for this project on May 25, 2017. Following is a summary of the bids:

Bid No.	Bidder	Total Bid Amount
1	Mountain Cascade of Texas	**$ 698,523.00**
2	North Texas Contracting, Inc.	$ 726,160.00
3	Excel Trenching	$ 832,633.20

- Mountain Cascade of Texas submitted the low bid in the amount of $698,523.
- Mountain Cascade of Texas submitted references and qualifications that were verified in accordance with the bid specifications.
- The contract documents require that this project be completed within 150 calendar days after issuance of the Notice to Proceed, which is expected in July, 2017. Construction is expected to be complete in December, 2017.

FINANCIAL SUMMARY:

- This Resolution authorizes a contract and all necessary change orders with Mountain Cascade of Texas for an amount not to exceed $800,000.
- Funding for this contract is included in the Capital Improvements Program projects WW3255 ($515,000) and WA4266 ($285,000).
- With approval of this item, $3,692 will remain in WW3255 and $36,445 will remain in WA4266.

BOARD OR COMMISSION RECOMMENDATION: N/A

SUPPORTING MATERIALS:

Resolution
Location Map

RESOLUTION NO. 2017-06-___ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN THE AMOUNT OF $698,523 WITH MOUNTAIN CASCADE OF TEXAS FOR THE CONSTRUCTION OF WW3255 AERIAL WASTEWATER CROSSING REPLACEMENT JEANS CREEK AND WA4266 CLUB LAKE WATER LINE LOOP PROJECTS AND AUTHORIZING ALL NECESSARY CHANGE ORDERS UNDER SAID CONTRACT UP TO AN AGGREGATE CONTRACT AMOUNT, INCLUSIVE OF ANY CHANGE ORDERS, NOT TO EXCEED $800,000

WHEREAS, the City Council of the City of McKinney, Texas, desires to construct WW3255 Aerial Wastewater Crossing Replacement Jeans Creek and WA4266 Club Lake Water Line Loop Projects; and

WHEREAS, the City has prepared a contract with Mountain Cascade of Texas to construct WW3255 Aerial Wastewater Crossing Replacement Jeans Creek and WA4266 Club Lake Water Line Loop Projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, THAT:

Section 1. The City Manager is hereby authorized to execute a contract in the amount of $698,523 with Mountain Cascade of Texas for the construction of WW3255 Aerial Wastewater Crossing Replacement Jeans Creek and WA4266 Club Lake Water Line Loop Projects and authorizing all necessary change orders under said contract up to an aggregate contract amount, inclusive of any change orders, not to exceed $800,000.

Section 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, ON THE 20th DAY OF JUNE, 2017.

CITY OF McKINNEY, TEXAS

_____

GEORGE C. FULLER
Mayor

ATTEST:

_____

SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

_____

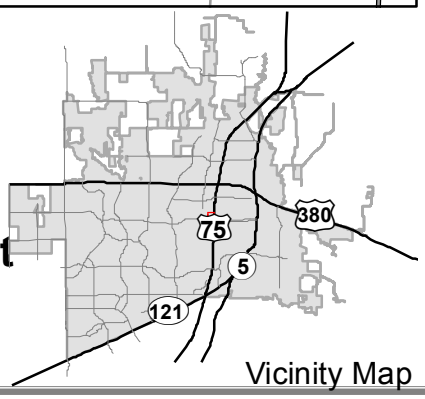
MARK S. HOUSER
City Attorney



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Jeans Creek
WW3255

Wastewater Crossing Replacement

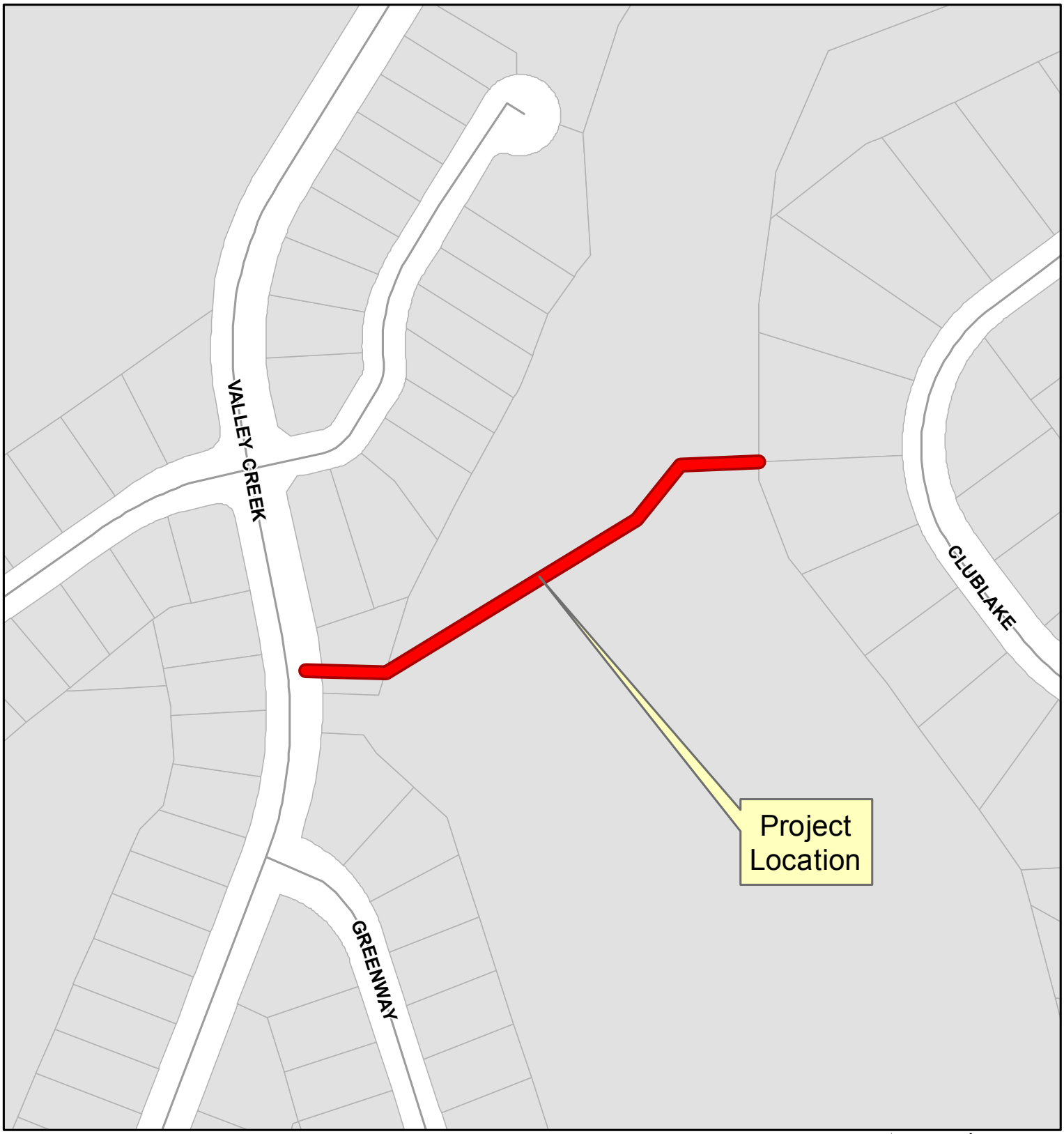


Vicinity Map

McKINNEY TEXAS
Unique by nature.SM

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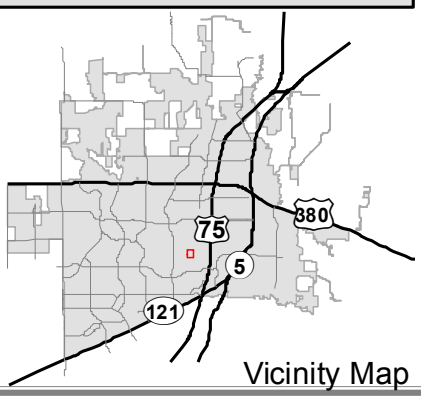
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0 100 200 Feet

Club Lake
WA4266

Water Line Loop



Vicinity Map

McKINNEY TEXAS
Unique by nature.SM

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17-637

TITLE: Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute a Contract and All Necessary Supplemental Agreements with BGE, Inc., to Conduct an Erosion Study of the Unnamed Tributary of Wilson Creek Through Glenwood Estates

COUNCIL GOAL: Enhance the Quality of Life in McKinney and Operational Excellence

MEETING DATE: June 20, 2017

DEPARTMENT: Development Services / Engineering

CONTACT: Gary Graham, PE, Interim Director of Engineering
Danny Still, PE, CFM, Drainage Engineer

RECOMMENDED CITY COUNCIL ACTION:

- Approval of Resolution.

ITEM SUMMARY:

- This Resolution authorizes the City Manager to execute a contract in the amount of $97,300, and all necessary supplemental agreements thereto, with BGE, Inc., to conduct an erosion study of the unnamed tributary of Wilson Creek through Glenwood Estates for an amount not to exceed $110,000.

BACKGROUND INFORMATION:

- There is a natural creek running through the Glenwood Estates neighborhood between White Avenue and Bois D'Arc Road east of Hardin Boulevard that, like all creeks, is experiencing erosion. The City has installed erosion protection structures in this creek in the past.
- The rate of erosion in this creek is expected to increase as a result of new upstream development near Hardin Boulevard and US 380. Because of that, City staff recommends that a study be done to determine the future erosion potential and come up with alternatives to address it.
- BGE, Inc., has been selected to conduct this erosion study and has submitted a

proposed scope and fee for this work.

- At a City Council meeting on March 3, 2014, BGE, Inc., was one of six firms deemed qualified for this type of work based on their response to 15-03RFQ for Miscellaneous Drainage and Floodplain Management Services. BGE was selected for this particular project based on their experience and knowledge of creek erosion issues.

FINANCIAL SUMMARY:

- This Resolution authorizes a contract for $97,300 and all necessary supplemental agreements with BGE, Inc., for an amount not to exceed $110,000. Funding is available in the CIP in project number DR1646.

BOARD OR COMMISSION RECOMMENDATION: N/A

SUPPORTING MATERIALS:

Resolution
Location Map

RESOLUTION NO. 2017-06-___ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN THE AMOUNT OF $97,300 WITH BGE, INC., FOR THE GLENWOOD ESTATES EROSION STUDY AND AUTHORIZING ALL NECESSARY SUPPLEMENTAL AGREEMENTS UNDER SAID CONTRACT FOR AN AGGREGATE CONTRACT AMOUNT, INCLUSIVE OF ANY SUPPLEMENTAL AGREEMENTS, NOT TO EXCEED $110,000

WHEREAS, the City Council of the City of McKinney, Texas, desires to conduct an erosion study of the natural creek through Glenwood Estates; and

WHEREAS, the City has agreed upon a scope and fee and prepared a contract with BGE, Inc., to perform said work.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, THAT:

Section 1. The City Manager is hereby authorized to execute a contract in the amount of $97,300 with BGE, Inc., for the Glenwood Estates Erosion Study and authorized to execute all necessary supplemental agreements under said contract for an aggregate contract amount, inclusive of any supplemental agreements, not to exceed $110,000.

Section 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, ON THE 20th DAY OF JUNE, 2017.

CITY OF McKINNEY, TEXAS

_____

GEORGE C. FULLER
Mayor

ATTEST:

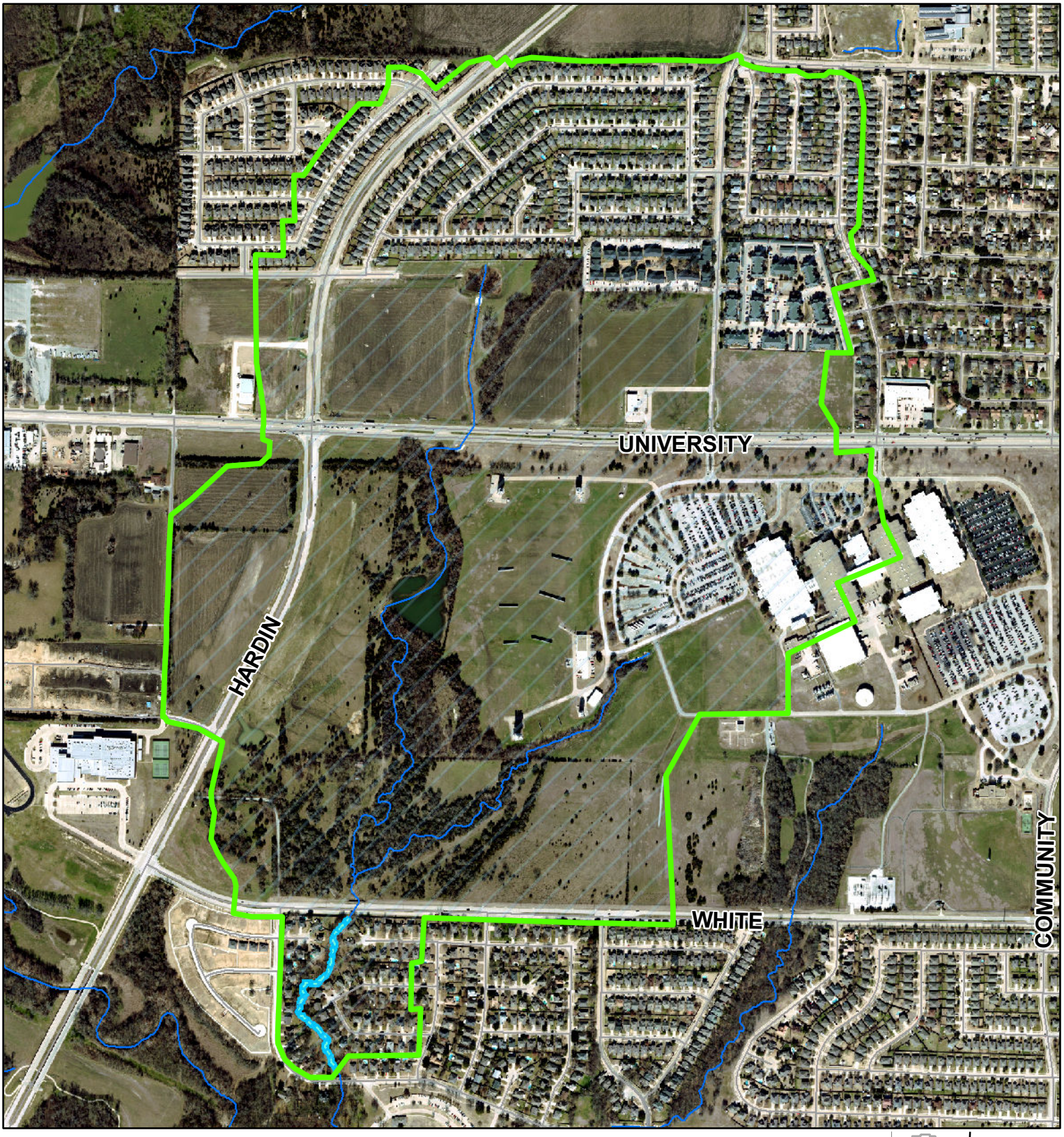
_____

SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

_____

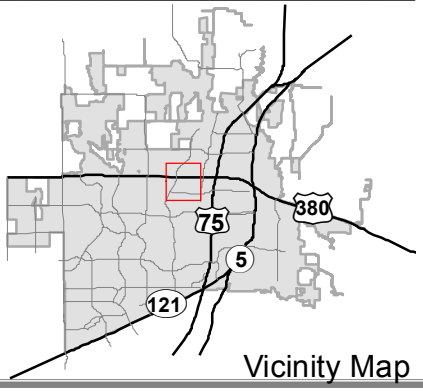
MARK S. HOUSER
City Attorney



0 510 1,020 Feet

Glenwood Estates
DR1646

Erosion Study



Vicinity Map

McKINNEY TEXAS
Unique by nature.SM

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17-638

TITLE: Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute an Agreement with the Texas Department of Transportation to Contribute Right of Way Funds for the Custer Road (FM 2478) Project from US 380 to Just North of FM 1461

COUNCIL GOAL: Direction for Strategic & Economic Growth

MEETING DATE: June 20, 2017

DEPARTMENT: Development Services / Engineering

CONTACT: Gary Graham, PE, CIP & Transportation Engineering Manager
Joshua Cotton, PE, Senior CIP Engineer

RECOMMENDED CITY COUNCIL ACTION:

- Approval of Resolution

ITEM SUMMARY:

- This Resolution authorizes the City Manager to execute an agreement with the Texas Department of Transportation (TxDOT) to contribute funding towards right of way acquisition for the Custer Road (FM 2478) Project in the amount of $684,901.70.

BACKGROUND INFORMATION:

- TxDOT has agreed to participate in the acquisition of right-of-way to upgrade Custer Road (FM 2478) from a two lane asphalt road to a 4 lane (future 6 lane) divided concrete road.
- TxDOT will contribute 90 percent of the funds needed to acquire the right-of-way, and the City of McKinney will contribute the remaining 10 percent for properties located within McKinney's city limits or ETJ.
- TxDOT will acquire all of the property needed for the project.
- The costs in this agreement include roadway right of way acquisition and easements for utility adjustments for properties located within McKinney's city

limits or ETJ.

- The total cost of the right-of-way acquisition is $6,849,017.00; therefore, the City of McKinney's 10 percent contribution is $684,901.70.

FINANCIAL SUMMARY:

- Funding for this agreement will be included in the Capital Improvements Program Project ST9115 with the start of Fiscal Year 2017-18 on October 1, 2017.
- With the approval of this item, approx. $15,000 will remain in project ST9115.

BOARD OR COMMISSION RECOMMENDATION:

- N/A

SUPPORTING MATERIALS:

Resolution
Location Map

RESOLUTION NO. 2017-06-____ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO CONTRIBUTE RIGHT OF WAY FUNDS FOR THE CUSTER ROAD (FM 2478) PROJECT FROM US 380 TO JUST NORTH OF FM 1461

WHEREAS, Custer Road (FM 2478) from US 380 to just north of FM 1461 is primarily a two lane asphalt roadway without shoulders and limited turn lanes; and

WHEREAS, improved traffic mobility and safety will complement economic development activities in the northwest quadrant of the City; and

WHEREAS, the City Council has previously identified the improvement of Custer Road (FM 2478) as a priority transportation project; and

WHEREAS, the Texas Department of Transportation's construction will upgrade Custer Road (FM 2478) from US 380 to just north of FM 1461 into a four lane (future six lane) divided concrete roadway; and

WHEREAS, the Texas Department of Transportation and City of McKinney have agreed to split the right of way costs for the project 90/10.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, THAT:

Section 1. The City Manager is hereby authorized to execute an agreement with the Texas Department of Transportation to contribute 10 percent ($684,901.70) of the right of way costs for the Custer Road Project.

Section 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, ON THE 20TH DAY OF JUNE, 2017.

CITY OF McKINNEY, TEXAS:

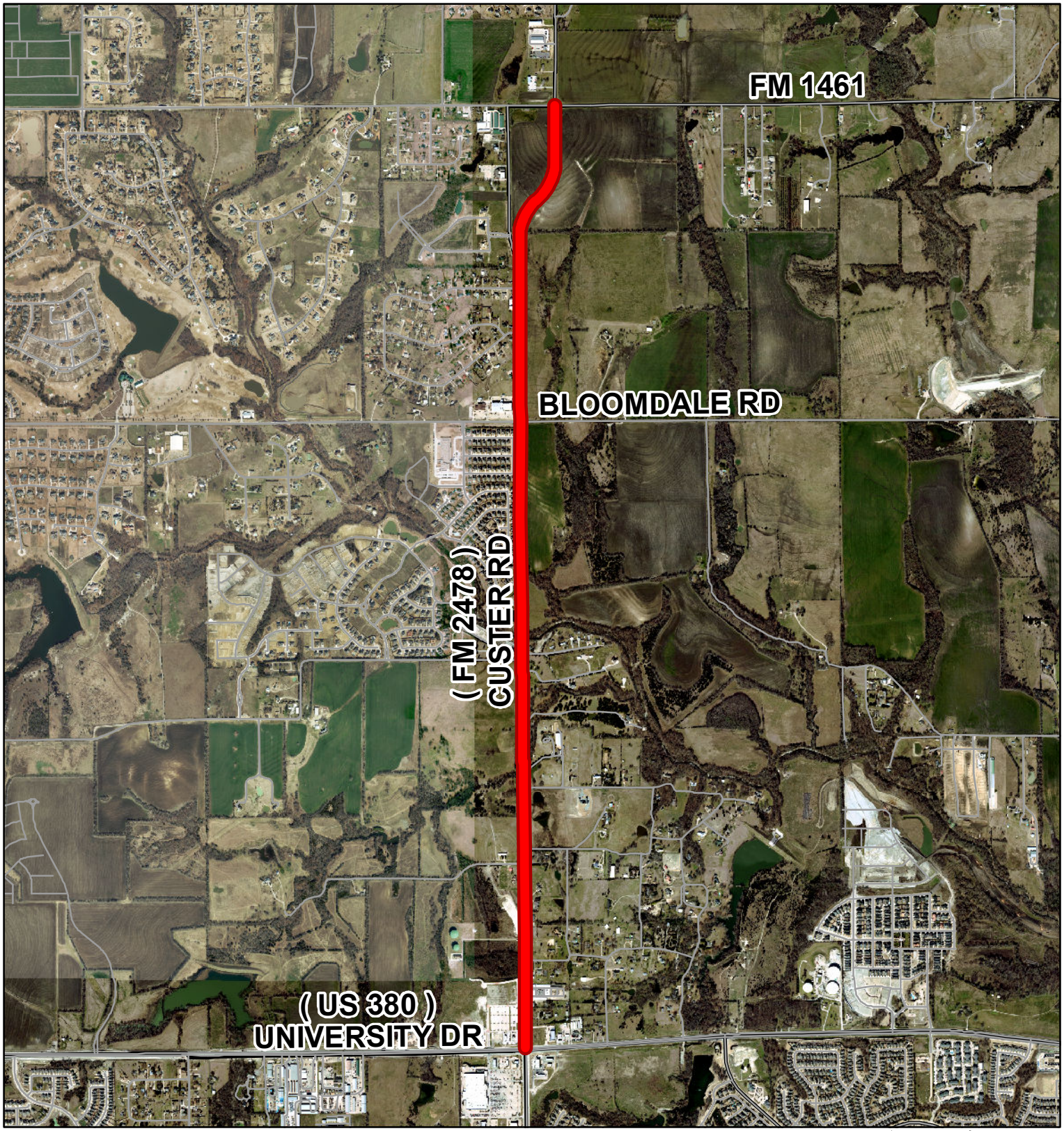
_____
GEORGE C. FULLER
Mayor

ATTEST:

_____
SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

_____
MARK S. HOUSER
City Attorney

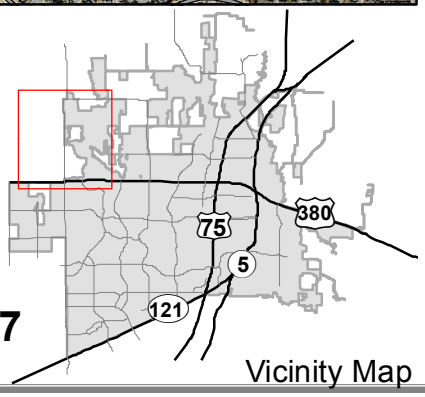


0 1,300 2,600 Feet

Custer Road (FM 2478) from US 380 to FM 1461

City Project No. ST9115
TxDOT Project No. CSJ 2351-01-017

McKINNEY TEXAS
Unique by nature.℠



Vicinity Map

Path: C:\Users\jcarmona\Desktop\Engineering\CusterRoad.mxd

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17-639

TITLE: Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute a Contract with Garver, LLC for Professional Engineering Design Services for the Arterial Capacity Improvements Project (ST1618) and Any Necessary Supplemental Agreements

COUNCIL GOAL: Direction for Strategic and Economic Growth

MEETING DATE: June 20, 2017

DEPARTMENT: Development Services / Engineering

CONTACT: Gary Graham, PE, CIP & Transportation Engineering Manager
Joshua Cotton, PE, Senior CIP Engineer

RECOMMENDED CITY COUNCIL ACTION:

- Approval of Resolution

ITEM SUMMARY:

- This Resolution authorizes a contract with Garver, LLC to provide consulting engineering services for the design of the Arterial Capacity Improvements Project (ST1618) for an amount not to exceed $300,000.

BACKGROUND INFORMATION:

- The intersections of US 380 and Hardin Boulevard, Westridge Boulevard and Custer Road, and Virginia Parkway and Ridge Road are in need of capacity improvements.
- At US 380 and Hardin Boulevard, right turn lanes will be added to all approaches along with dual northbound and southbound left turn lanes.
- At Westridge Boulevard and Custer Road, an eastbound right turn lane will be added.
- At Virginia Parkway and Ridge Road, an additional northbound left turn lane will be added while extending the existing left turn lane along with adding an eastbound right turn lane.

- These improvements will also necessitate improvements to and modification of the existing traffic signals at the three intersections.
- Garver, LLC submitted a response to RFQ 15-38 for Roadway Design. They were one of ten firms shortlisted by City Council on October 20, 2015.
- Garver, LLC submitted a proposal for this project in the amount of $269,215.
- The preliminary opinion of probable construction cost is $2,105,500.
- The fee for basic services is $188,841 (9.0% of the construction cost) and the fee for special services is $80,374 (3.8% of the construction cost).

FINANCIAL SUMMARY:

- This Resolution authorizes a design contract and any necessary supplemental agreements with Garver, LLC for an amount not to exceed $300,000.
- With the approval of this item, $1,700,000 will remain in project ST1618.

BOARD OR COMMISSION RECOMMENDATION:

- N/A

SUPPORTING MATERIALS:

Resolution
Location Map

RESOLUTION NO. 2017-06-____ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN THE AMOUNT OF $269,215 WITH GARVER, LLC FOR ENGINEERING DESIGN SERVICES FOR THE ARTERIAL CAPACITY IMPROVEMENTS PROJECT (ST1618) AND AUTHORIZING ANY SUPPLEMENTAL AGREEMENTS UNDER SAID CONTRACT UP TO THE AGGREGATE CONTRACT AMOUNT, INCLUSIVE OF SAID SUPPLEMENTAL AGREEMENTS, OF $300,000

WHEREAS, the City Council of the City of McKinney, Texas, recognizes the need for the Arterial Capacity Improvements Project (ST1618); and

WHEREAS, the City has received a proposal from Garver, LLC to design the Arterial Capacity Improvements Project (ST1618).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, THAT:

Section 1. The City Manager is hereby authorized to execute a contract in the amount of $269,215 as well as all required supplemental agreements thereto, with Garver, LLC for the design of the Arterial Capacity Improvements Project (ST1618) for a total aggregate contract amount, inclusive of any supplemental agreements, not to exceed $300,000.

Section 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, ON THE 20th DAY OF JUNE, 2017.

CITY OF McKINNEY, TEXAS:

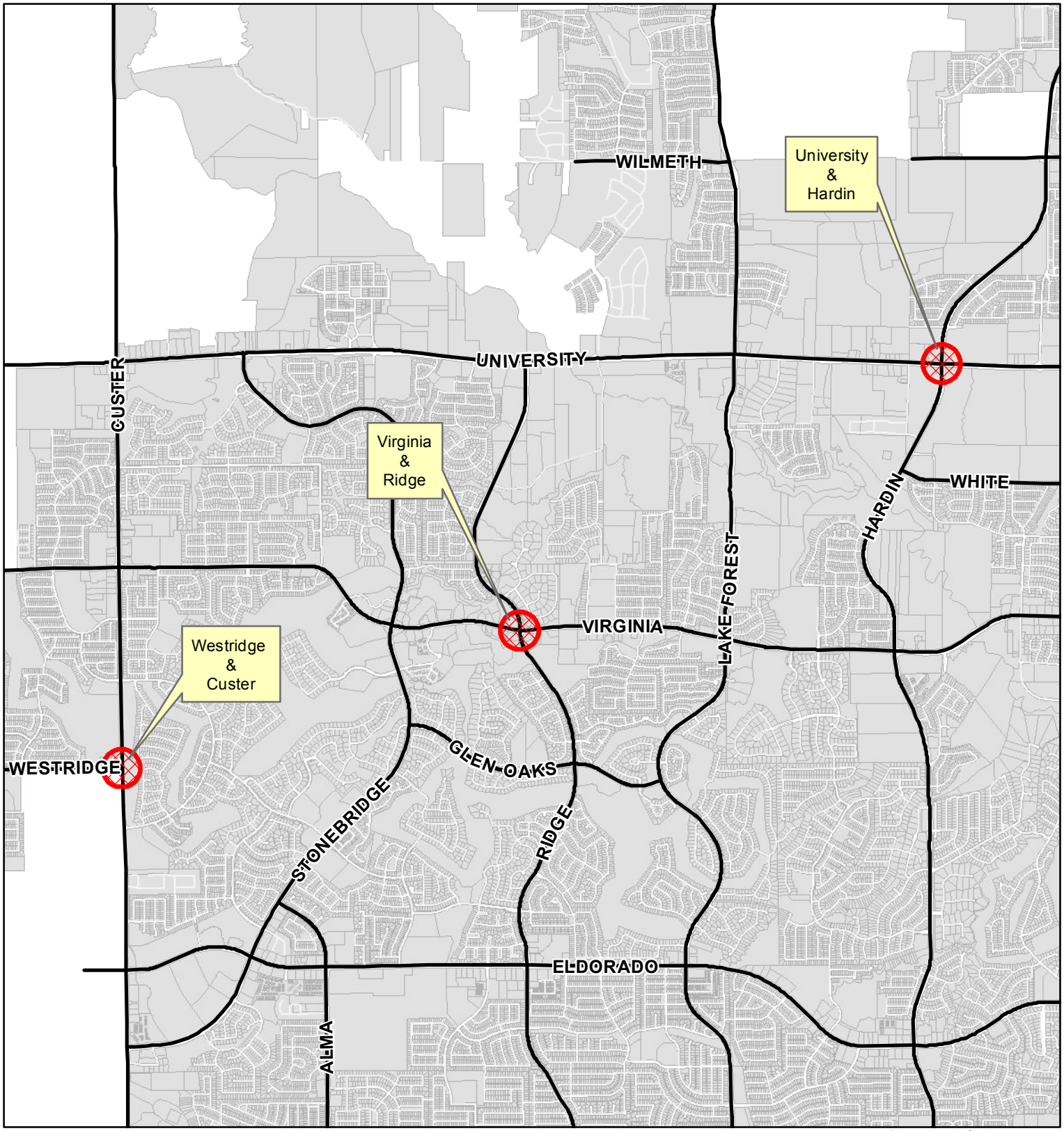
_____
GEORGE C. FULLER
Mayor

ATTEST:

_____
SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

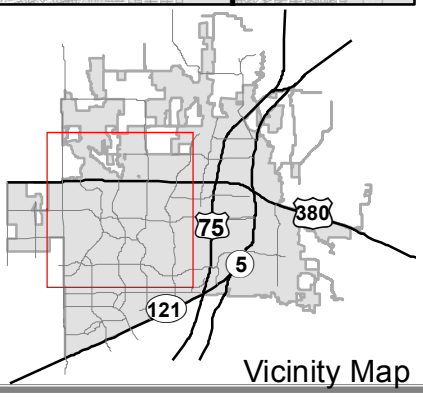
_____
MARK S. HOUSER
City Attorney



0 2,100 4,200 Feet

ST1618

Arterial Capacity Improvements Project



Vicinity Map

McKINNEY TEXAS
Unique by nature.℠

Path: C:\Users\jcarmona\Desktop\Engineering\Maps Joshua Cotton\ST1618 Arterial Capacity Improvements Project.mxd

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17-640

TITLE: Consider/Discuss/Act on a Resolution Authorizing the City Manager to Apply for and Accept, if Awarded for a Preservation and Community Impact Grant from the National Trust of Historic Preservation

COUNCIL GOAL: Enhance Quality of Life in McKinney

MEETING DATE: June 20, 2107

DEPARTMENT: McKinney Main Street

CONTACT: Amy Rosenthal, Director, McKinney Main Street
Guy Giersch, Historic Preservation Officer

RECOMMENDED CITY COUNCIL ACTION:

- Approval of Resolution

ITEM SUMMARY:

- The National Trust for Historic Preservation offers grants to encourage preservation at the local level by providing seed money for preservation projects.
- McKinney Main Street is requesting approval to apply for and accept, if granted, funds to help with a project in Historic Downtown McKinney.
- Applications are due on July 7, 2017 and if granted will award up to $150,000 for a project.
- Accepted applications will be considered through a public voting process that will be conducted in September and October.

BACKGROUND INFORMATION:

- N/A

BOARD OR COMMISSION RECOMMENDATION:

- N/A

SUPPORTING MATERIALS:

Resolution

RESOLUTION NO. 2017-06-___ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT, IF AWARDED, A PRESERVATION AND COMMUNITY IMPACT GRANT FROM THE NATIONAL TRUST OF HISTORIC PRESERVATION

WHEREAS, the City Council of the City of McKinney, Texas, understands the value preserving Historic Downtown McKinney; and

WHEREAS, the City Council of the City of McKinney, Texas, supports the McKinney Main Street efforts to maintain and improve Historic Downtown McKinney.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, THAT:

Section 1. The City Council of the City of McKinney, Texas, hereby authorizes the City Manager to apply for and accept, if awarded, a Preservation and Community Impact Grant from the National Trust of Historic Preservation.

Section 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, ON THE 20th DAY OF JUNE, 2017.

CITY OF McKINNEY, TEXAS

_____
GEORGE C. FULLER
Mayor

ATTEST:

_____
SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

_____
MARK S. HOUSER
City Attorney

17-506

TITLE: Consider/Discuss/Act on an Ordinance Increasing the Homestead Exemption for Residents Over Age 65

COUNCIL GOAL: Financially Sound Government

MEETING DATE: June 20, 2017

DEPARTMENT: Budget

CONTACT: Mark Holloway, Chief Financial Officer

RECOMMENDED CITY COUNCIL ACTION:

- Approve the ordinance.

ITEM SUMMARY:

- This item was presented at the May 16th Council meeting, but was tabled at the request of Council until the new Mayor and Council were seated.
- This agenda item discusses the impact of increasing the tax exemption for residents over age 65.
- For every $5,000 increase in exemption, eligible homeowners will pay $29 less in taxes at current tax rate.
- For every $5,000 increase in exemption, non-eligible homeowners will pay $3.28 more in taxes at current tax rate.

BACKGROUND INFORMATION:

- The current homestead exemption for residents over age 65 has been $50,000 since 2005. Between 1999 and 2005, the exemption was $30,000. Before 1999, the exemption was $4,500 since 1979.
- When compared with other area cities, exemptions range from $30,000 to $80,000.
- The county appraisal district must receive notice of adoption from the City before July 1 in order for the increase to be effective October 1 for 2017 taxes.

SPECIAL CONSIDERATIONS: None

FINANCIAL SUMMARY:

- Based on the current tax rate and the current number of households claiming the over 65 exemption, the potential reduction in revenue for every $5,000 increase in exemption is approximately $200,000.

SUPPORTING MATERIALS:

Ordinance
Presentation

ORDINANCE NO. 2017-06-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AMENDING SECTION 98-56 OF THE CODE OF ORDINANCES OF THE CITY OF McKINNEY, TEXAS; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR PUBLICATION OF THE CAPTION THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, THAT:

Section 1. From and after the effective date of this Ordinance, Section 98-56 of the Code of Ordinances, City of McKinney, Texas, is hereby amended to read as follows:

(a) From and after October 1, 2017 for the 2017 tax year and following, the City Council hereby exempts, by this division, $55,000 of the assessed value of all residential homestead situated within the corporate limits of the City of McKinney, Texas, as owned on January 1 of the current taxable year by married or unmarried persons 65 years of age or older, including those living alone, and who have attained such age on or before January 1 of said taxable year, from all ad valorem taxes thereafter levied by the City on such homesteads.

(b) However, it is provided that, where the ad valorem tax has heretofore been pledged for the payment of any debt, the taxing officers of the City shall have authority to continue to levy and collect the tax against the homestead property at the same rate as the tax so pledged until the debt is discharged, if the cessation of the levy would impair the obligation of the contract by which the debt was created.

Section 2. This Ordinance shall become effective October 1, 2017 upon its passage and publication as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, ON THE 20th DAY OF JUNE, 2017.

CITY OF McKINNEY, TEXAS

_____
GEORGE C. FULLER
Mayor

CORRECTLY ENROLLED:

_____
SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

DATE: _____

APPROVED AS TO FORM:

_____
MARK S. HOUSER
City Attorney

FY18 Senior Tax Exemption

McKINNEY™
TEXAS
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Over 65 Tax Exemption

- Reduces the amount of taxable value eligible homeowners pay
- Current exemption $50,000
- Current exemption equals $287 in reduced taxes at current tax rate
- Exemption last increased in 2005
- For every $5,000 increase in exemption, eligible homeowners will pay $29 less in taxes at current tax rate
- For every $5,000 increase in exemption, non-eligible homeowners will pay $3.28 more in taxes at current tax rate

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City of McKinney
Over 65 Property Tax Exemption Increase
FY18 Estimate

Current Number of Property Exemptions: 6,753 ***FY18 Estimated Property Exemptions: 7,023***

Current Over 65 Tax Exemption: $50,000

McKinney Population Makeup	FY10	FY17 Actual	% Change
Total Population	121,000	172,000	42%
Single Family Res (excludes Over 65)	32,973	46,326	40%
Over 65 Exemptions	3,816	6,753	77%
Total Percent of Over 65	10%	13%	

FY18 Estimated Impact

Exemption Amount	$50,000	$55,000	$60,000	$65,000	$70,000	$75,000
Total Exempted Value	$ 341,620,639	$ 376,736,239	$ 411,851,839	$ 446,967,439	$ 482,083,039	$ 517,198,639
Tax Revenue Exempted	1,957,486	2,158,699	2,359,911	2,561,123	2,762,336	2,963,548
Increase in Exempted Revenue		201,212	402,425	603,637	804,850	1,006,062

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Preliminary Taxable Valuation

- **Existing Valuation**
  - Preliminary Increase of 5.44% on Current Property
    - Aggregate estimate – further breakdown to come from CCAD by July 25th
- **2017 Average Homestead Market Value**
  - Preliminary Average of $307,881
  - Average Homestead Increase projected to be $8,000
- **Any Change to Current Exemption Must be Adopted by July 1**

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Current Exemptions of Collin County Cities

- Allen $50,000
- Carrollton $60,000
- Dallas $64,000
- Frisco $80,000
- Garland $51,000
- Richardson $80,000
- Wylie $30,000

McKINNEY™
TEXAS
Unique by nature.℠

17-102AA

TITLE: Conduct a Public Hearing to Consider/Discuss/Act on a Right-of-Way Abandonment of a Portion of an Unnamed Alley, Located on the East Side of Waddill Street Between White Avenue and Pearson Avenue, and Accompanying Ordinance

COUNCIL GOAL: Direction for Strategic Growth

MEETING DATE: June 20, 2017

DEPARTMENT: Engineering

CONTACT: Matt Richardson, P.E., Development Engineering Manager
Gary Graham, P.E., Interim Director of Engineering

RECOMMENDED CITY COUNCIL ACTION:

- Staff recommends approval of the proposed right-of-way abandonment.

ITEM SUMMARY:

- Staff received a request to abandon a portion of an unnamed alley located on the east side of Waddill Street between White Avenue and Pearson Avenue.
- The right-of-way consists of a 10 foot right-of-way containing approximately 0.04 acres. The right-of-way is currently unimproved.
- A private driveway currently exists within this right-of-way. The applicant intends to incorporate the unimproved right-of-way into their property.

BACKGROUND INFORMATION:

- An application and supporting documentation for the requested abandonment were submitted on April 10, 2017.
- No public utilities operate within the right-of-way and no easements are proposed to be retained on the requested abandonment.
- All owners adjacent to the right-of-way have signed a petition supporting the requested abandonment.
- Public hearing notices were sent to all property owners within 200 feet of the requested abandonment. As of June 8, 2017, staff has received no comments in support of or opposition to this request.

FINANCIAL SUMMARY:

- N/A

BOARD OR COMMISSION RECOMMENDATION:

- N/A

SUPPORTING MATERIALS:

Proposed Ordinance
Petition
Exhibit A - Location Map
Exhibit B & C - ROW Survey

ORDINANCE NO. 2017-06-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, VACATING A PORTION OF AN UNNAMED ALLEY, APPROXIMATELY 0.04 ACRES, LOCATED ON THE EAST SIDE OF WADDILL STREET BETWEEN WHITE AVENUE AND PEARSON AVENUE, PROVIDING FOR AN EFFECTIVE DATE HEREOF

WHEREAS, the owners of the properties immediately adjacent to a portion of an Unnamed Alley, approximately 0.04 acres, located on the east side of Waddill Street between White Avenue and Pearson Avenue, in the City of McKinney, Collin County, Texas, have petitioned the City of McKinney to vacate said right-of-way; and

WHEREAS, after due notice was sent to all persons owning properties adjacent to such right-of-way and all persons affected thereby; and

WHEREAS, after due notice and hearing held before the City Council of the City of McKinney, the City Council has determined and finds that the right-of-way is not needed for travel by the general public, and that the same should be vacated.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, THAT:

Section 1. A portion of an Unnamed Alley, approximately 0.04 acres, located on the east side of Waddill Street between White Avenue and Pearson Avenue, in the City of McKinney, which is more fully depicted in Exhibit A and more fully described in Exhibits B and C, attached hereto, is hereby closed and vacated.

Section 2. This Ordinance shall become effective immediately upon adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, ON THE 20TH DAY OF JUNE, 2017.

CITY OF McKINNEY, TEXAS

_____
GEORGE C. FULLER
Mayor

CORRECTLY ENROLLED:

_____
SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

DATE: _____

APPROVED AS TO FORM:

_____
MARK S. HOUSER
City Attorney

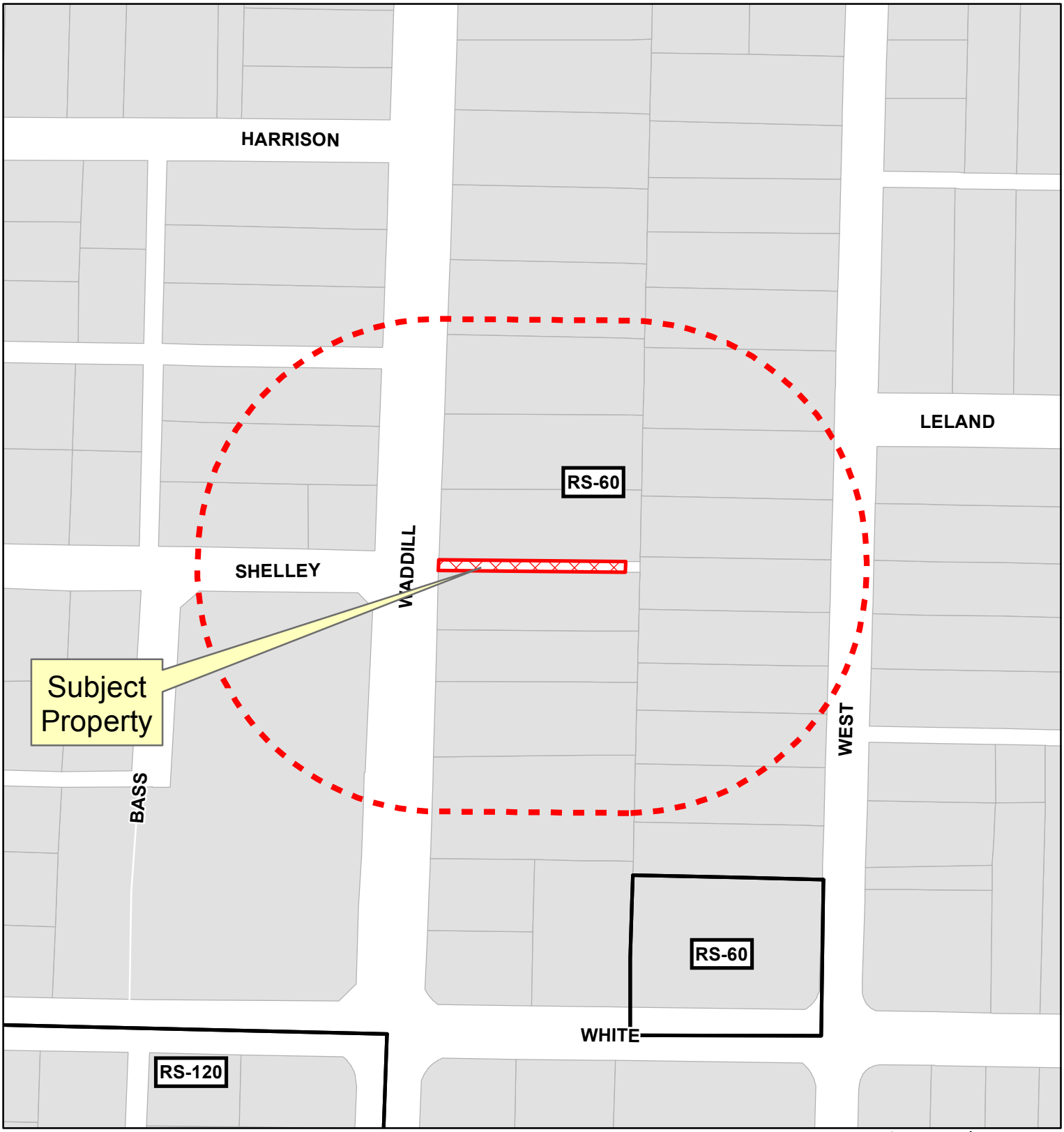
ALLEY/STREET CLOSING PETITION

WE, THE UNDERSIGNED PROPERTY OWNERS AS INDICATED, ARE REQUESTING THE CLOSING OF AN ALLEY AT _____

FOR THE FOLLOWING REASONS: TO USE AS DRIVEWAY (HAS BEEN USED AS DRIVEWAY FOR 20+ YEARS)

ADJACENT PROPERTY OWNERS

SIGNATURE	PRINTED NAME	STREET ADDRESS	LOT NUMBER	BLOCK	ADDITION NAME
Lauren Robertson	Lauren Robertson	1412 WADDILL ST			
Matthew Brooks Madson	MATTHEW BROOKS MADSON	1410 WADDILL ST			
		1413 West ST			

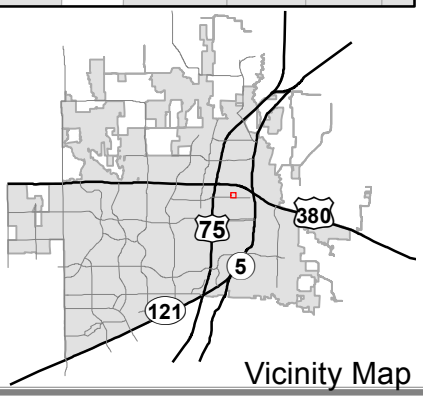


0 70 140 Feet

Notification Map

Case: 17-102AA

"Exhibit A"



Vicinity Map

McKINNEY TEXAS
Unique by nature.SM

Path: S:\MCKGIS\Notification\Projects\2017\17-102AA.mxd

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"Exhibit B"

ALLEY ABANDONMENT
B.F. STAPP SURVEY, ABSTRACT NO. 837
CITY OF MCKINNEY, COLLIN COUNTY, TEXAS

Being a lot, tract or parcel of land situated in the B.F. Stapp Survey, Abstract No. 837, City of McKinney, Collin County, Texas, and being an Alley Abandonment out of the 2nd Revision of Block A, of the Mort Muse Addition, an addition to the City of McKinney, Collin County, Texas, according to the plat thereof, recorded in Volume 383, Page 412, Map Records, Collin County, Texas, being more particularly described by metes and bounds as follows;

COMMENCING at a 1/2 inch iron rod found for corner, said corner being the Southwest corner of that tract of land conveyed to DFW Holdings, LLC, by deed recorded in Instrument No. 20170223000242160, Official Public Records of Collin County, Texas, and being the Northwest corner of that tract of land conveyed to Zoe Perryman, a single person, by deed recorded in Volume 5123, Page 265, Deed Records of Collin County, Texas; and being on the East line of N. Waddill Street (60 foot right-of-way);

THENCE North, along the East line of said N. Waddill Street, a distance of 50.00 feet to a point for corner, said corner being the Northwest corner of said DFW Holdings tract and being the POINT OF BEGINNING of the herein described tract;

THENCE North, along the East line of said N. Waddill Street, a distance of 10.00 feet to a point for corner, from which a 1/2 inch iron rod found bears North 60 degrees 45 minutes 01 seconds East, a distance of 0.62 feet, said corner being the Southwest corner of Lot 1, Block A of said Mort Muse Addition;

THENCE North 88 degrees 26 minutes 37 seconds East, along the South line of said Lot 1, a distance of 174.53 feet to a point for corner, said corner being the Southeast corner of said Lot 1, and being on the West line of a 15 foot alley;

THENCE South 00 degrees 31 minutes 30 seconds East, along the West line of said alley, a distance of 10.00 feet to a point for corner, said corner being the Northeast corner of said DFW Holdings tract;

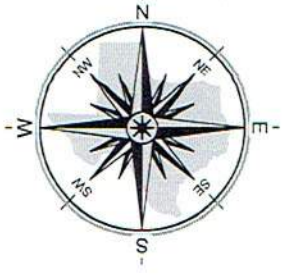
THENCE South 88 degrees 26 minutes 37 seconds West, along the North line of said DFW Holdings tract, a distance of 174.62 feet to the POINT OF BEGINNING and containing 1,746 square feet or 0.04 acres of land.

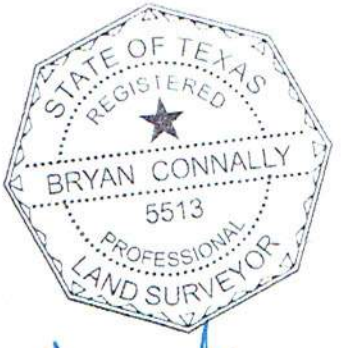
LEGEND:

○	1/2 INCH IRON ROD FOUND
○	5/8 INCH IRON ROD FOUND
⊕	POINT FOR CORNER
⊗	1 INCH IRON PIPE FOUND
CM	CONTROLLING MONUMENTS
SQ. FT.	SQUARE FEET
R.O.W.	RIGHT-OF-WAY
VOL., PG.	VOLUME, PAGE
INST. NO.	INSTRUMENT NUMBER

GENERAL NOTES:

1) BEARINGS ARE BASED ON INST. NO. 20170223000242160.





BRYAN CONNALLY
R.P.L.S. NO. 5513

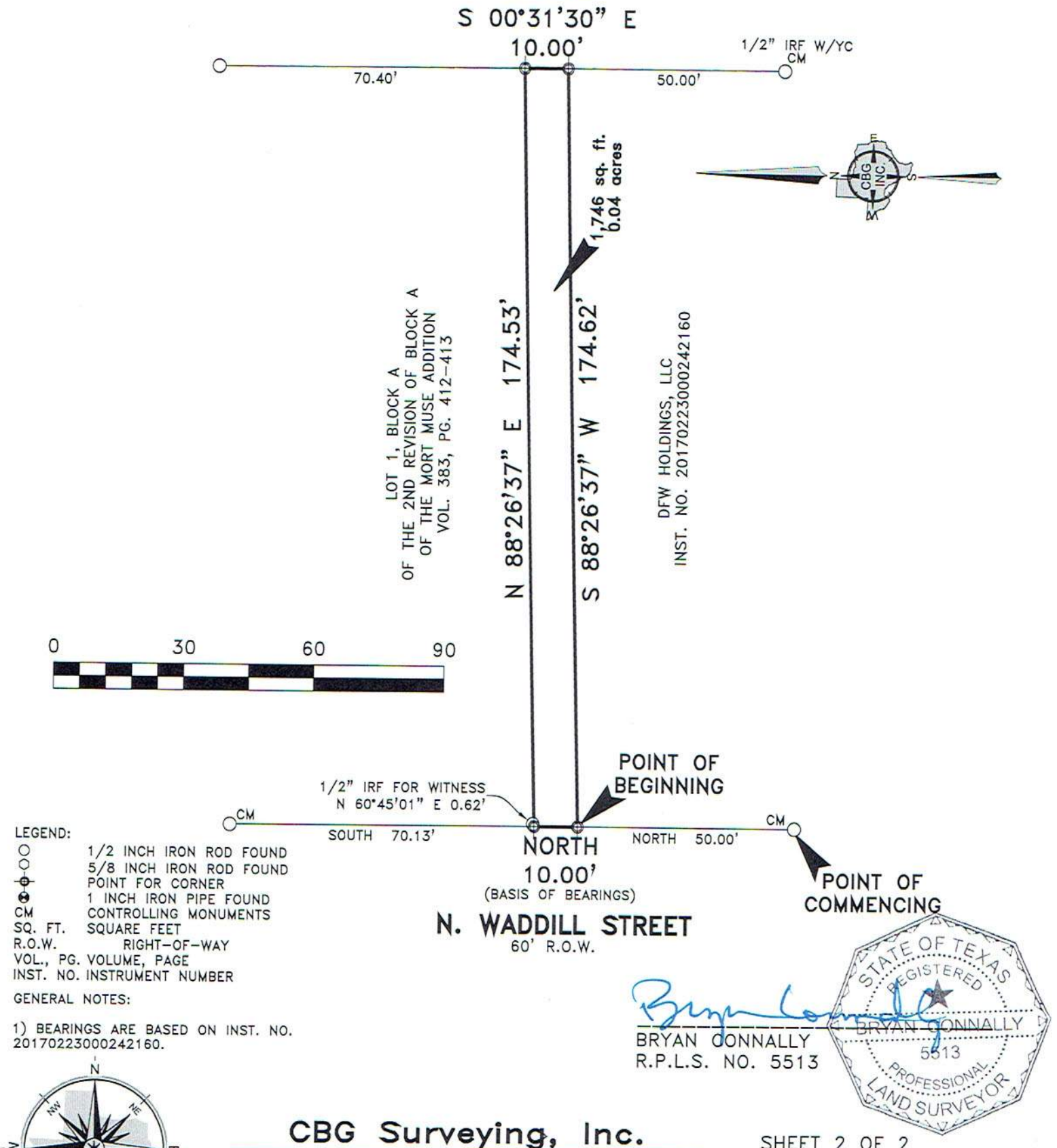
CBG Surveying, Inc.

PLANNING · SURVEYING
12025 Shiloh Road · Suite 230 · Dallas, Texas 75228
P 214.349.9485 · F 214.349.2216
Firm No. 10168800
www.cbgdfw.com

SHEET 1 OF 2
JOB NO. 1705281
DRAWN BY: OR
DATE: 03/28/17

"Exhibit C"

ALLEY ABANDONMENT
B.F. STAPP SURVEY, ABSTRACT NO. 837
CITY OF MCKINNEY, COLLIN COUNTY, TEXAS

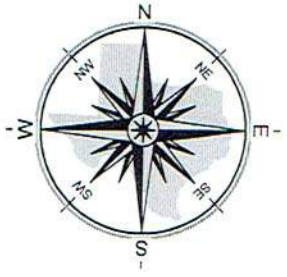


LEGEND:

○	1/2 INCH IRON ROD FOUND
○	5/8 INCH IRON ROD FOUND
⊕	POINT FOR CORNER
⊗	1 INCH IRON PIPE FOUND
CM	CONTROLLING MONUMENTS
SQ. FT.	SQUARE FEET
R.O.W.	RIGHT-OF-WAY
VOL., PG.	VOLUME, PAGE
INST. NO.	INSTRUMENT NUMBER

GENERAL NOTES:

1) BEARINGS ARE BASED ON INST. NO. 20170223000242160.



BRYAN CONNALLY
R.P.L.S. NO. 5513

STATE OF TEXAS
REGISTERED
BRYAN CONNALLY
5513
PROFESSIONAL
LAND SURVEYOR

CBG Surveying, Inc.

PLANNING · SURVEYING
12025 Shiloh Road · Suite 230 · Dallas, Texas 75228
P 214.349.9485 · F 214.349.2216
Firm No. 10168800
www.cbgdfw.com

SHEET 2 OF 2
JOB NO. 1705281
DRAWN BY: OR
DATE: 03/28/17

17-099SUP

TITLE: Conduct a Public Hearing to Consider/Discuss/Act on a Specific Use Permit Request for a Personal Service (Pamper Me Salon Spa Studios), Located on the Southwest Corner of Collin McKinney Parkway and Piper Glen Road, and Accompanying Ordinance

COUNCIL GOAL: Direction for Strategic and Economic Growth

MEETING DATE: June 20, 2017

DEPARTMENT: Planning

CONTACT: Brian Lockley, Director of Planning, AICP, CPM
Samantha Pickett, Planning Manager
Melissa Spriegel, Planner I

RECOMMENDED CITY COUNCIL ACTION: Staff recommends approval of the proposed specific use permit.

APPLICATION SUBMITTAL DATE: April 10, 2017 (Original Application)
April 24, 2017 (Revised Submittal)
April 27, 2017 (Revised Submittal)

ITEM SUMMARY: The applicant requests a specific use permit to allow a personal service (Pamper Me Salon Spa Studios) located on the Southwest Corner of Collin McKinney Parkway and Piper Glen Road.

The zoning for the subject property ("PD" - Planned Development District Ordinance No. 2014-08-057) requires that a specific use permit be granted in order for a personal service to be operated on the subject property. As part of the specific use permit request, the applicant has submitted a site layout exhibit detailing the building and parking locations, as well as the internal site circulation.

On May 9, 2017, the Planning and Zoning Commission voted 7-0-0 to continue the public hearing and table the item to the May 23, 2017 Planning and Zoning Commission Meeting due to public notification signs not being posted on the subject property within the timeframe required by the Zoning Ordinance.

ZONING:

Location	Zoning District (Permitted Land Uses)	Existing Land Use
Subject Property	“PD” - Planned Development District Ordinance No. 2014-08-057 and “REC” - Regional Employment Center Overlay District (Office Uses)	Southern Hills Office Park
North	“PD” - Planned Development District Ordinance No. 2003-05-050; “PD” - Planned Development District Ordinance No. 2006-02-018; and “REC” - Regional Employment Center Overlay District (Retail Uses)	Undeveloped Land
South	“PD” - Planned Development District Ordinance No. 2014-01-002 and “REC” - Regional Employment Center Overlay District (Multi-Family Residential Uses)	Undeveloped Land
East	“SO” - Suburban Office District; “PD” - Planned Development District Ordinance No. 2014-01-002; and “REC” - Regional Employment Center Overlay District (Office and Single Family Residential Uses)	Undeveloped Land
West	“PD” - Planned Development District Ordinance No. 2003-05-050; “PD” - Planned Development District Ordinance No. 2006-02-018; and “REC” - Regional Employment Center Overlay District (Retail Uses)	Undeveloped Land

SPECIFIC USE PERMITS: When acting on a request for a specific use permit, the following factors should be considered:

- Compatibility with adjacent and neighboring land uses in the immediate area
- Adaptability of building structures to the proposed use
- Infrastructure requirements: roads, sidewalks, access to public streets, parking, and drainage

- Elements such as screening, open space, building heights, and compatibility of existing buildings to the proposed use

Staff has evaluated the request based on the above parameters and it is Staff's professional opinion that the site is appropriate for the proposed use and is compatible with existing land uses on the adjacent properties.

IMPACT ON EXISTING DEVELOPMENT: There is currently an approved site plan on the subject property for an office park, of which phase 1 is completed and phase 2 is under development. The applicant is requesting to operate the personal service use within one suite (suite 504) of the office park on the property; however, the specific use permit, if approved, will apply to the property as a whole. The properties located to the west and north of the subject property are zoned for retail uses. The properties to the east are zoned for office uses and a common area adjacent to single family residential uses; while the property to the south is zoned for multi-family residential uses. Staff does not anticipate that the specific use permit request would have a negative impact on adjacent developments.

CONFORMANCE TO THE FUTURE LAND USE PLAN (FLUP): The Future Land Use Plan (FLUP) designates this area for Office Uses. A personal service is an allowed use in an office district, with approval of an SUP. The proposed specific use permit request is not in conflict with the FLUP.

ACCESS/CIRCULATION:

Adjacent Streets: Collin McKinney Parkway, Variable Width Right-of-Way, Greenway Arterial Piper Glen Road, Variable Width Right-of-Way, Collector

OPPOSITION TO OR SUPPORT OF REQUEST: Staff has received no comments in support of or opposition to this request.

BOARD OR COMMISSION RECOMMENDATION: On May 23, 2017 the Planning and Zoning Commission voted 6-0-0 to recommend approval of the proposed specific use permit request.

SUPPORTING MATERIALS:

PZ Minutes 052317
PZ Minutes 050917
Location Map and Aerial Exhibit
Letter of Intent
Proposed Ordinance

Proposed Exhibits A-B
PowerPoint Presentation

Planning and Zoning Commission Meeting Minutes of May 23, 2017:

17-099SUP Conduct a Public Hearing to Consider/Discuss/Act on a Specific Use Permit Request for a Personal Service (Pamper Me Salon Spa Studios), Located on the Southwest Corner of Collin McKinney Parkway and Piper Glen Road

Ms. Melissa Spriegel, Planner I for the City of McKinney, explained the proposed specific use permit. She stated that the applicant was requesting a specific use permit to allow a personal service (salon and spa) located in the Southern Hills Office Park. Ms. Spriegel stated that the applicant was requesting to operate the personal service use within one suite of the office park on the subject property. She stated that the specific use permit, if approved, would apply to the property as a whole. Ms. Spriegel stated that the properties located to the west and north of the subject property are zoned for similar retail uses. She stated that the properties to the east are zoned for office uses and a common area is located adjacent to single family residential uses. Ms. Spriegel stated that the property to the south is zoned for multi-family residential uses. She stated that Staff did not anticipate that this specific use permit request would have a negative impact on adjacent development. Ms. Spriegel stated that Staff recommends approval of the proposed specific use permit and offered to answer questions. There were none.

Ms. Melissa Ndubko, 8951 Collin McKinney Parkway # 504, McKinney, TX, stated that she purchased the unit and had it built to salon specifications. She gave a brief history of her dream to open a salon and stated that she had worked hard towards her goal.

Chairman Cox opened the public hearing and called for comments. There being none, on a motion by Vice-Chairman Zepp, seconded by Alternate Commission Member McReynolds, the Commission unanimously voted to close the public hearing and recommend approval of the proposed specific use permit as recommended by Staff, with a vote of 6-0-0.

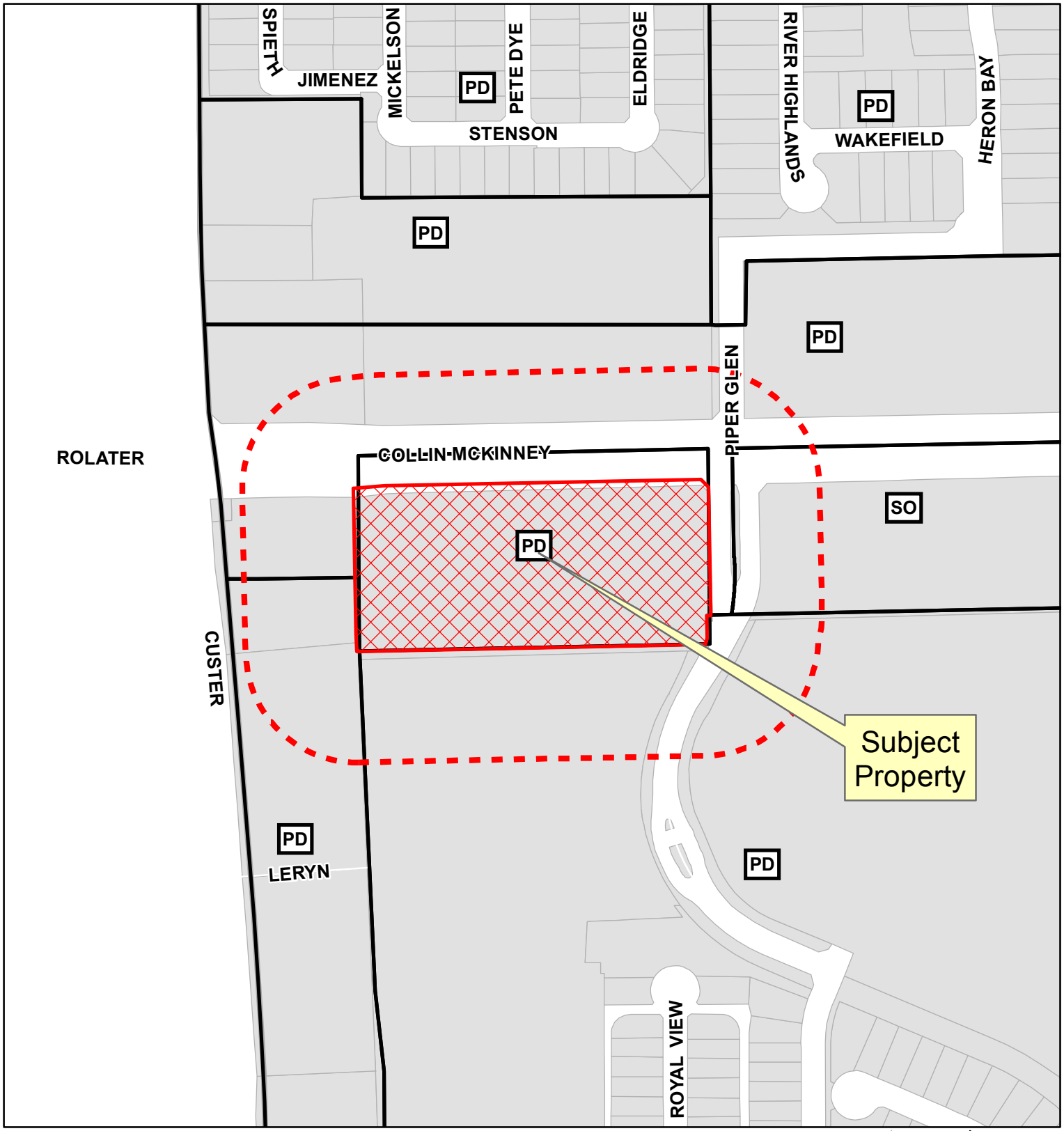
Chairman Cox stated that the recommendation of the Planning and Zoning Commission will be forwarded to the City Council meeting on June 20, 2017.

Planning and Zoning Commission Meeting Minutes of May 9, 2017:

17-099SUP Conduct a Public Hearing to Consider/Discuss/Act on a Specific Use Permit Request for a Personal Service (Pamper Me Salon Spa Studios), Located on the Southwest Corner of Collin McKinney Parkway and Piper Glen Road (REQUEST TO BE TABLED)

Ms. Melissa Spriegel, Planner I for the City of McKinney, explained that Staff recommends that the public hearing be continued and the item be tabled to the May 23, 2017 Planning and Zoning Commission meeting due to public notification signs not being posted on the subject property within the timeframe required by the Zoning Ordinance. She offered to answer questions. There were none.

Chairman Cox opened the public hearing and called for comments. There being none, on a motion by Commission Member Cobbel, seconded by Commission Member Mantzey, the Commission voted unanimously to continue the public hearing and table the proposed rezoning request to the May 23, 2017 Planning and Zoning Commission meeting as recommended by Staff, with a vote of 7-0-0.

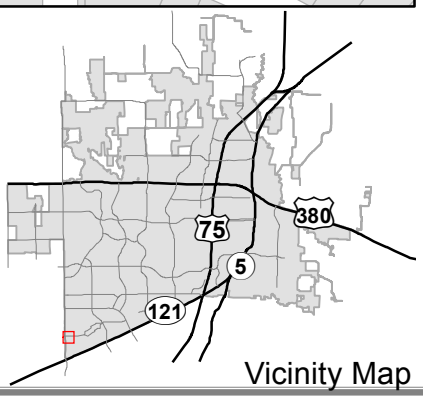


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Notification Map

Case: 17-099SUP

200' Buffer

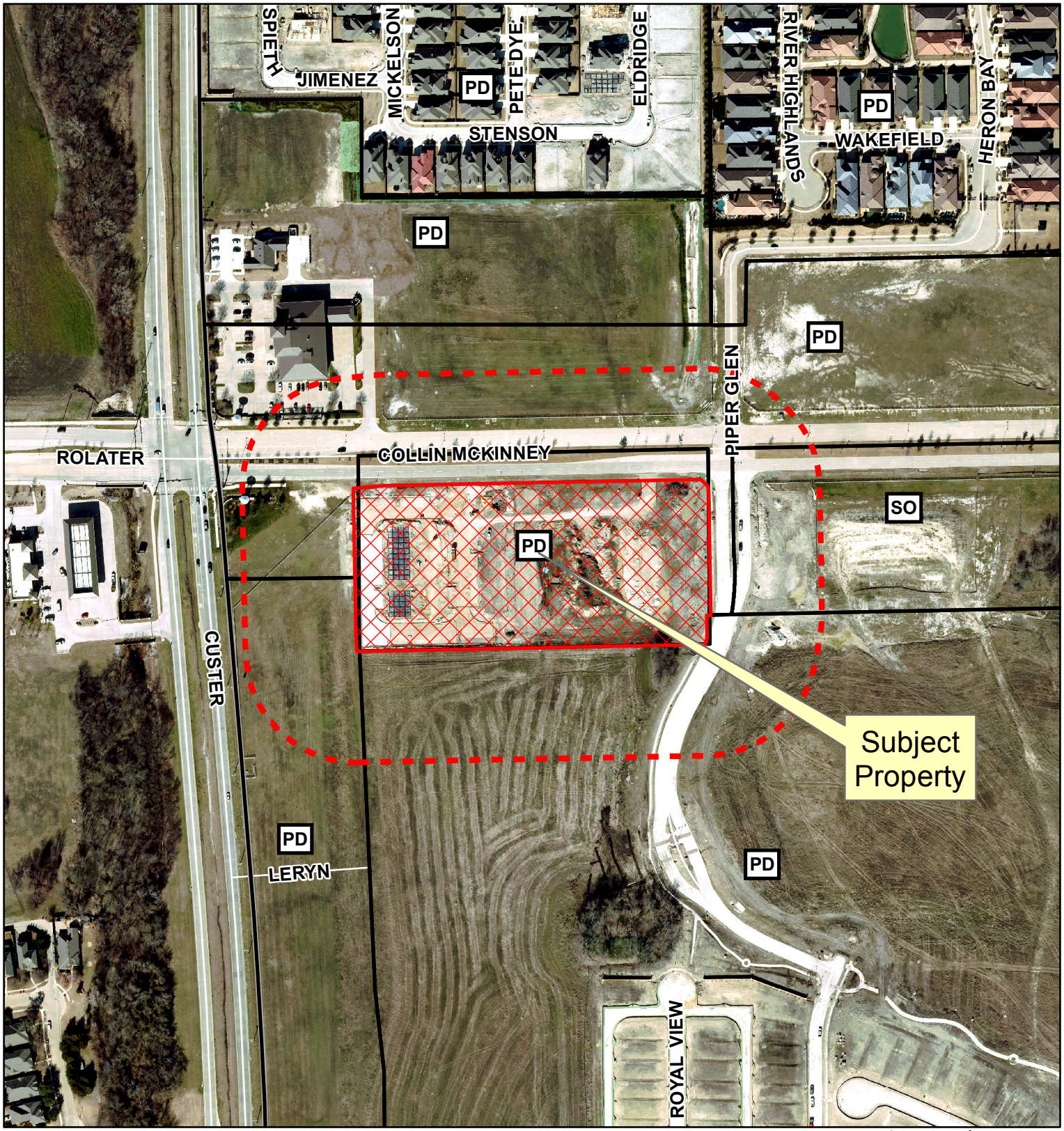


Vicinity Map

McKINNEY TEXAS
Unique by nature.SM

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DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of McKinney. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of McKinney, its officials or employees for any discrepancies, errors, or variances which may exist.

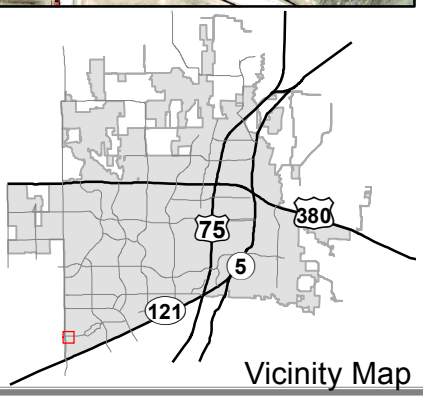


0 160 320 Feet

Notification Map

Case: 17-099SUP

200' Buffer



Vicinity Map

McKINNEY TEXAS
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RECEIVED
By Planning Department at 3:07 pm, Apr 24, 2017

Melissa Ndubilo
Pamper Me Salon Spa Studios
3011 Baybreeze Dr.
Little Elm, Texas 75068

April 10, 2017

City of McKinney – Planning and Zoning Commission & City Council
c/o Kathy Wright
221 N. Tennessee St.
McKinney, TX 75069

Dear City of McKinney,

It is my desire to obtain a specific use permit for the office condo that I purchased and built with specifications for salon use in McKinney. I come with my application and letter of intent for the property. It has been a dream of mine since college to own my own salon. I've been a professional hairstylist for 8 years and my dream is finally coming true. My suite is approximately 1150 square feet with four offices, which I've built to suite for salon studios. Myself and 5 other beauty professionals will occupy it.

The acreage of the property is 5.498 AC (239,499 sf.) My suite is one of 48 units in the office park. The description of property is 8951 Collin McKinney Pkwy. #504 Collin McKinney Commercial Addition Block A, Lot 1
Southern Hills Office Park, Elias Alexander Survey, ABST. 18
The northern boundary is Collin McKinney Pkwy, Eastern boundary is Piper Glen Rd, and western boundary is approx. 150' from Custer Rd.

The existing zoning district is Suburban office and medical office.

The exterior and elevation of the building my suite is in is uniform to the other buildings in the office park. My business will fit in with the others and won't be visibly apparent that it is a different type of business than any of my neighbors.
The site has more parking than is required. The maximum number of occupants I may have at a time is twelve. I will not use my suite as a storefront with window advertising.

I am aware that I will have to attend a planning and zoning meeting and a city council meeting.

I am requesting approval of a specific use permit for my office condo because my business is a personal service business. Thank you for your time and consideration.

I can be reached via phone or email at 682-553-8547, melissamallam@gmail.com

Sincerely,

Melissa Ndubilo
Applicant and Owner

ORDINANCE NO. 2017-06-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AMENDING THE ZONING MAP OF THE CITY OF McKINNEY, TEXAS; PROVIDING FOR A SPECIFIC USE PERMIT FOR A PERSONAL SERVICE USE, APPROXIMATELY 5.50 ACRES, LOCATED ON THE SOUTHWEST CORNER OF COLLIN MCKINNEY PARKWAY AND PIPER GLEN ROAD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INJUNCTIVE RELIEF, PROVIDING FOR NO VESTED INTEREST; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

WHEREAS, the owner or owners of an approximately 5.50 acre tract, located on the southwest corner of Collin McKinney Parkway and Piper Glen Road, which is more fully depicted on Exhibits "A" and "B", attached hereto, have petitioned the City of McKinney to amend the zoning map of the City of McKinney in order to provide for a Specific Use Permit for a personal service use, and

WHEREAS, the owner or owners are willing to accept and agree to be bound by and comply with the written requirements of the Specific Use Permit, and,

WHEREAS, after due notice of the requested rezoning as required by law, and the required public hearings held before the Planning and Zoning Commission and the City Council of the City of McKinney, Texas, the City Council is of the opinion that such an amendment should be made.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, THAT:

Section 1. The zoning map is hereby amended to provide for a Specific Use Permit for a personal service use on approximately 5.50 acres, located on the southwest corner of Collin McKinney Parkway and Piper Glen Road, and as depicted on Exhibits "A" and "B", attached hereto, in accordance with the provisions of Section 146-41 (Specific Use Permits) of the Code of Ordinances of the City of McKinney, Texas.

Section 2. Use and development of the subject property shall conform to Section 146-41 (Specific Use Permits) of the Code of Ordinances of the City of McKinney, Texas, and as amended.

Section 3. If any section, subsection, paragraph, sentence, phrase or clause of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance, which shall remain in full force and effect, and to this end, the provisions of this Ordinance are declared to be severable.

Section 4. It shall be unlawful for any person, firm or corporation to develop this property, or any portion thereof, in any manner other than is authorized by this Ordinance, and upon conviction therefore, shall be fined any sum not exceeding $2,000.00, and each day that such violation shall continue shall be considered a separate offense. These penal provisions shall not prevent an action on behalf of the City of McKinney to enjoin any violation or threatened violation of the terms of this Ordinance, or an action for mandatory injunction to remove any previous violation hereof.

Section 5. That no developer or property owner shall acquire any vested interest in this Ordinance or specific regulations contained herein. The Ordinance, and the subsequent site plans (if any) and regulations may be amended or repealed by the City Council of the City of McKinney, Texas, in the manner provided by law.

Section 6. The caption of this Ordinance shall be published one time in a newspaper having general circulation in the City of McKinney, and shall become effective upon such publication.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, ON THE 20th DAY OF JUNE, 2017.

CITY OF McKINNEY, TEXAS

_____
GEORGE C. FULLER
Mayor

CORRECTLY ENROLLED:

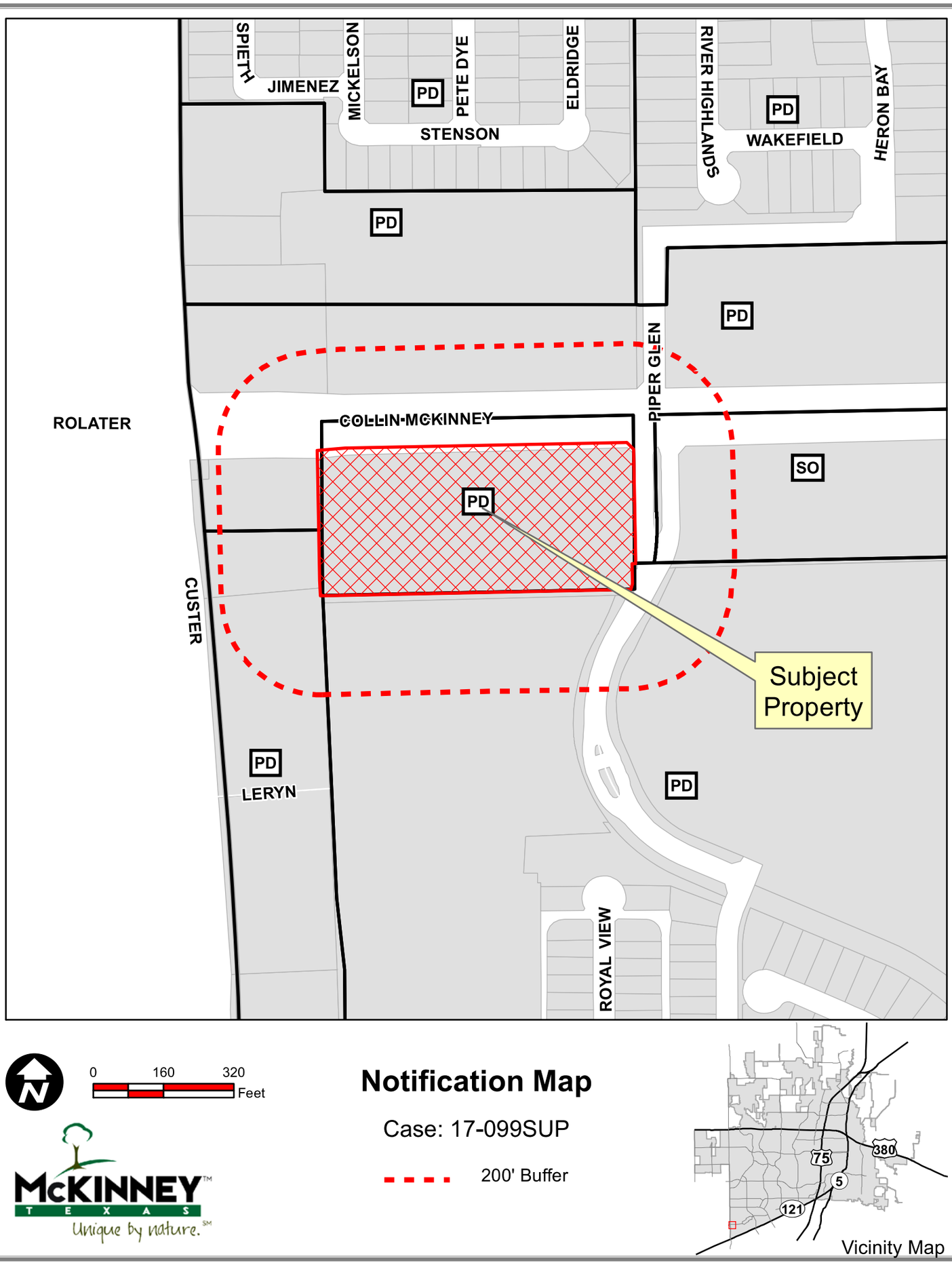
_____
SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

DATE: _____

APPROVED AS TO FORM:

_____
MARK S. HOUSER
City Attorney

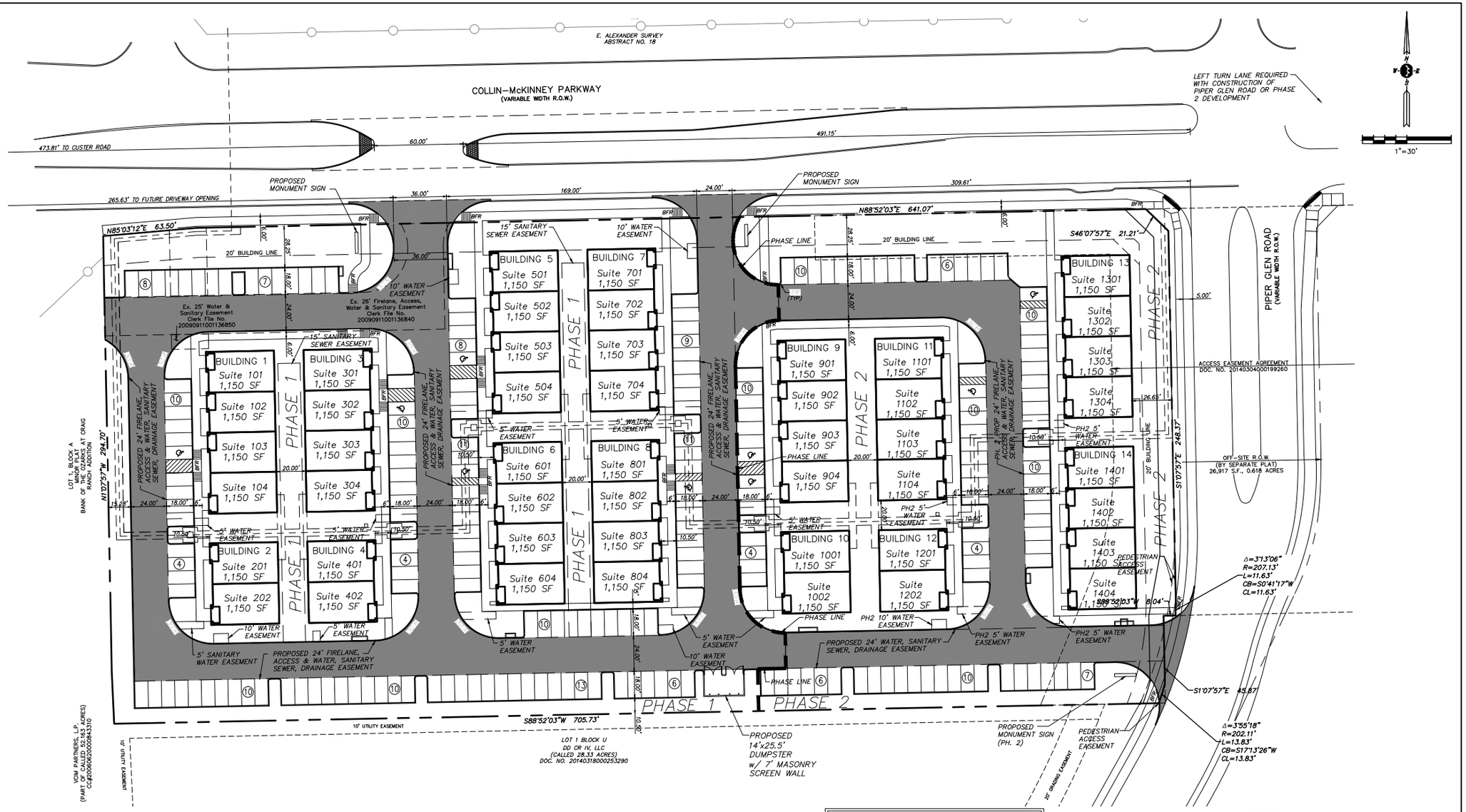
EXHIBIT A



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EXHIBIT B



PHASE 1 SUMMARY CHART	
LOT AREA:	3.312 AC – 144,249 SF
BUILDING SQUARE FOOTAGE:	32,200 SF
PROFESSIONAL:	16,100 SF (14 SUITES)
MEDICAL:	14,950 SF (13 SUITES)
PERSONAL SERVICE:	1,150 SF (1 SUITE)
LOT COVERAGE:	22.3%
FLOOR AREA RATIO:	0.223
TOTAL PARKING REQ'D:	
PROFESSIONAL (1 SPC/400 SF)	16,100/400 = 41 SPACES
MEDICAL (1 SPC/300 SF)	14,950/300 = 50 SPACES
PERSONAL SERVICES (1 SPC/250 SF)	1,150/250 = 5 SPACES
TOTAL REQUIRED:	96 SPACES
PARKING PROVIDED:	131 SPACES

PHASE 2 SUMMARY CHART	
LOT AREA:	2.187 AC – 95,250 SF
BUILDING SQUARE FOOTAGE:	23,000 SF
PROFESSIONAL:	11,500 SF (10 SUITES)
MEDICAL:	11,500 SF (10 SUITES)
LOT COVERAGE:	24.1%
FLOOR AREA RATIO:	0.241
TOTAL PARKING REQ'D:	
PROFESSIONAL (1 SPC/400 SF)	11,500/400 = 29 SPACES
MEDICAL (1 SPC/300 SF)	11,500/300 = 39 SPACES
TOTAL REQUIRED:	68 SPACES
PARKING PROVIDED:	87 SPACES

NOTES

1. NO PROTECTED TREES ON–SITE.
2. SANITATION CONTAINER SCREENING WALLS WILL BE BRICK MASONRY, STONE MASONRY, OR OTHER ARCHITECTURAL MASONRY FINISH, INCLUDING A METAL GATE, PRIMED AND PAINTED, AND THE SANITATION CONTAINER SCREENING WALLS, GATE, AND PAD SITE WILL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S DESIGN SPECIFICATIONS.
3. MECHANICAL AND HEATING AND AIR CONDITIONING EQUIPMENT IN NON–RESIDENTIAL USES SHALL BE SCREENED FROM VIEW FROM THE PUBLIC RIGHT–OF–WAY AND FROM ADJACENT RESIDENTIAL PROPERTIES.
4. LIGHTING FOR THE SUBJECT PROPERTY WILL BE CONSTRUCTED IN CONFORMANCE WITH CHAPTER 58 OF THE CITY OF McKINNEY CODE OF ORDINANCES.

SITE DATA SUMMARY CHART	
ZONING:	SUBURBAN OFFICE
CURRENT USE:	VACANT
PROPOSED USE:	OFFICE DEVELOPMENT
LOT AREA:	5.498 AC – 239,499 SF
IMPERVIOUS AREA:	170,464 SF (71%)
BUILDING SQUARE FOOTAGE:	55,200 SF
PROFESSIONAL:	27,600 SF (24 SUITES)
MEDICAL:	27,600 SF (24 SUITES)
BUILDING HEIGHTS (FEET & STORIES):	24' – 1 STORY
LOT COVERAGE:	23.0%
FLOOR AREA RATIO:	0.230
TOTAL PARKING REQ'D:	
PROFESSIONAL (1 SPC/400 SF)	27,600/400 = 70 SPACES
MEDICAL (1 SPC/300 SF)	26,450/300 = 89 SPACES
PERSONAL SERVICES (1 SPC/250 SF)	1,150/250 = 5 SPACES
TOTAL REQUIRED:	164 SPACES
PARKING PROVIDED:	218 SPACES
HANDICAP PARKING REQUIRED:	7 SPACES
HANDICAP PARKING PROVIDED:	14 SPACES

RECEIVED
By Planning Department at 2:37 pm, Apr 27, 2017

5.498 Acres
239,499 sf

SITE PLAN
COLLIN MCKINNEY COMMERCIAL ADDITION
BLOCK A, LOT 1
SOUTHERN HILLS OFFICE PARK

ELIAS ALEXANDER SURVEY, ABST. 18
CITY OF McKINNEY, COLLIN COUNTY, TEXAS

Applicant:
Cloudloft Investments
1901 N. Akard Street
Dallas, TX 75201
(214) 871-2640
Contact: Bill Peavy

Engineer:
Binkley&Barfield | C&P, Inc.
1801 Gateway Blvd., Suite 101
Richardson, Texas 75080
(972) 644-2800
Contact: Kyle Bennett

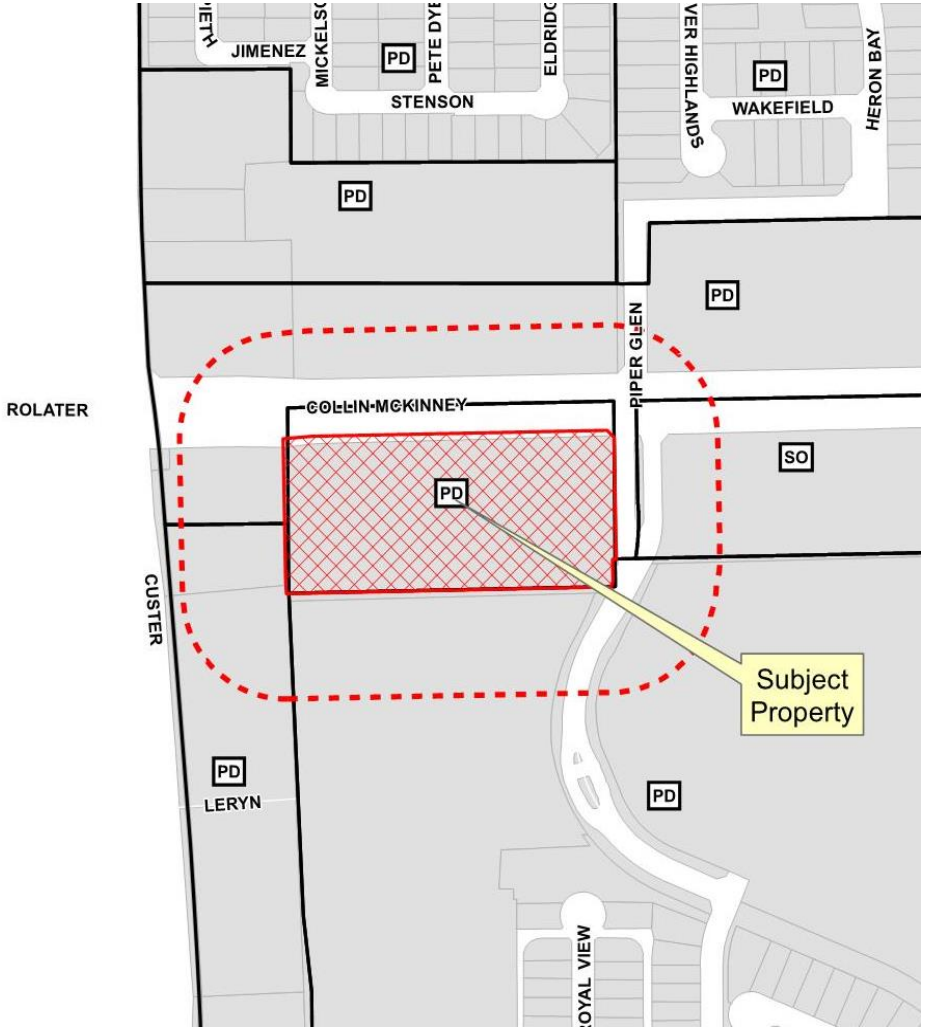
N:\BC14053 Craig Ranch Office – Cloudloft\05 CAD Files\BC14053_SITE PLAN.dwg–SITE Plotted: Apr 27, 2017 at 8:38am by kbennett | Last Saved by: kbennett

Pamper Me Salon Spa Studios Specific Use Permit

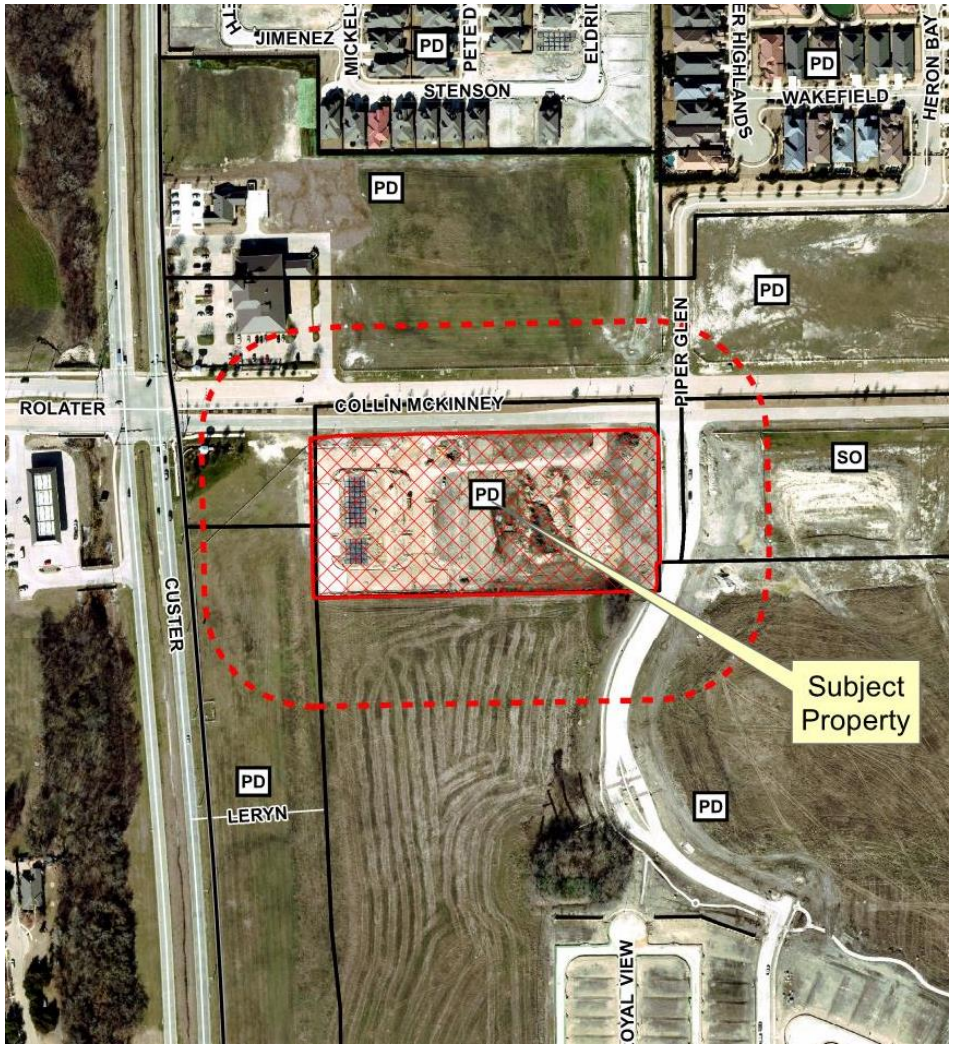
17-099SUP

McKINNEY™ TEXAS
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Location Map

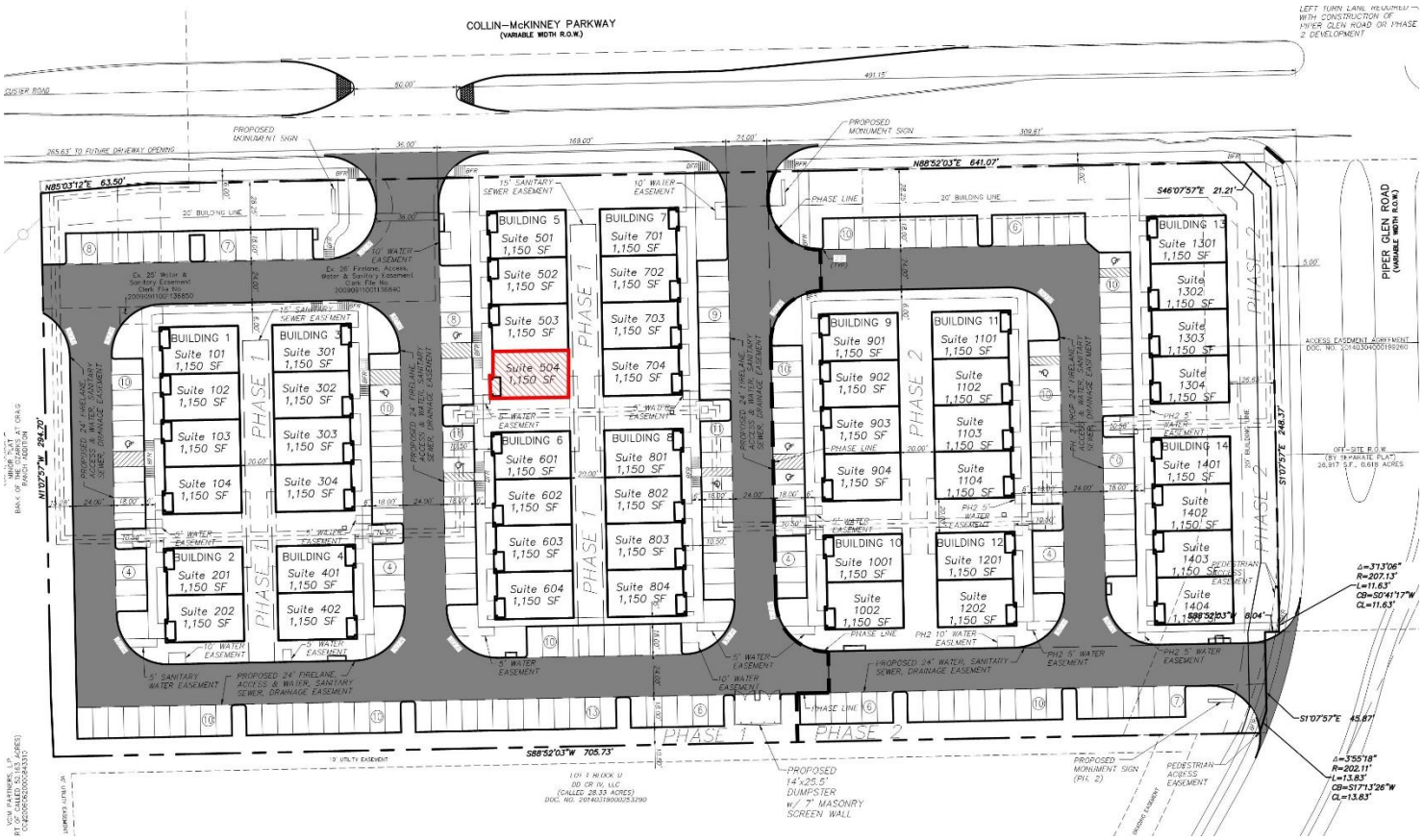


Aerial Exhibit



McKINNEY TEXAS
Unique by nature.SM

Approved Site Plan



McKINNEY TEXAS
Unique by nature.SM

17-092Z

TITLE: Conduct a Public Hearing to Consider/Discuss/Act on a Request to Rezone the Subject Property from "RG 18" - General Residence District to "PD" - Planned Development District, for Multi-Family Residential Uses and Generally to Modify the Development Standards, Located at the Southeast Corner of Rockhill Road and North Brook Drive, and Accompanying Ordinance (REQUEST TO BE TABLED)

COUNCIL GOAL: Direction for Strategic and Economic Growth

MEETING DATE: June 20, 2017

DEPARTMENT: Planning

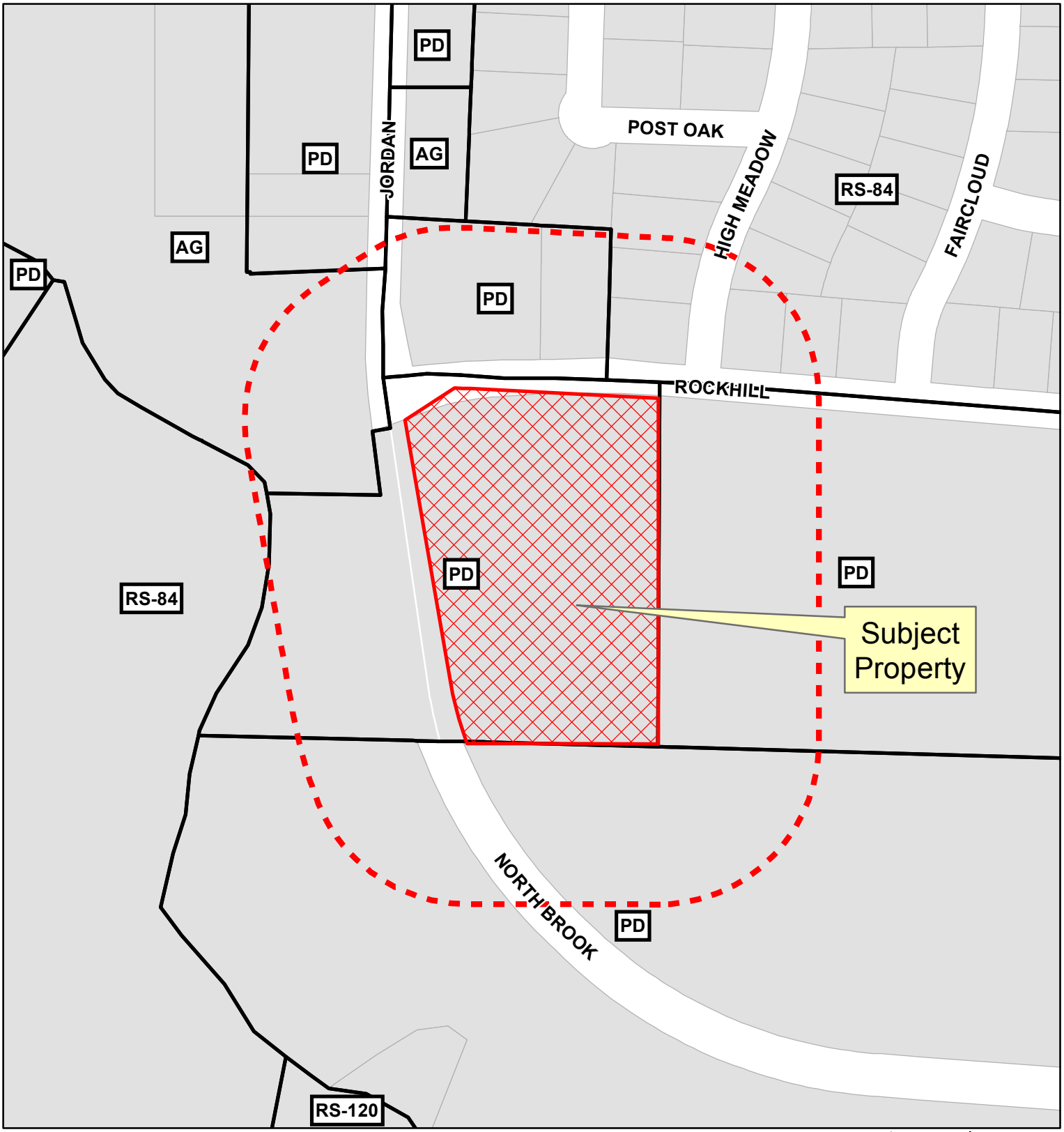
CONTACT: Matt Robinson, AICP, Planning Manager
Brian Lockley, AICP, Director of Planning

RECOMMENDED CITY COUNCIL ACTION: Staff recommends the item be tabled indefinitely per the applicant's request.

BOARD OR COMMISSION RECOMMENDATION: On June 13, 2017 the Planning and Zoning Commission voted 5-1-1 to recommend denial of the proposed rezoning request.

SUPPORTING MATERIALS:

Location Map & Aerial Exhibit

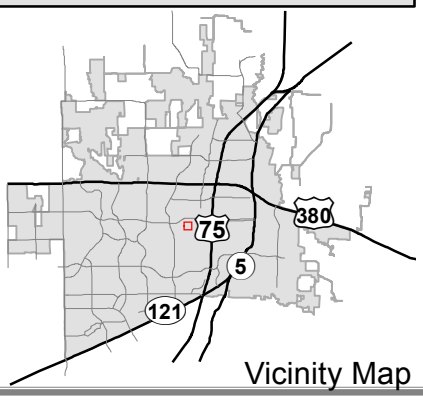


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Notification Map

Case: 17-092Z

200' Buffer



Vicinity Map

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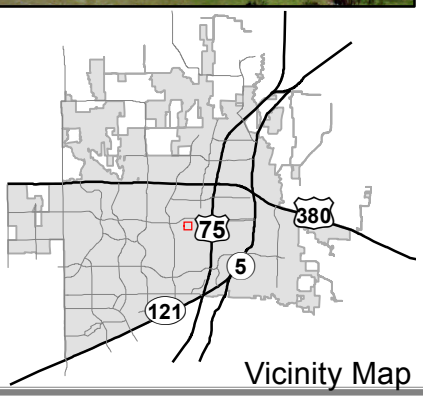


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17-067SP

TITLE: Consider/Discuss/Act on a Site Plan for a Restaurant (McDonald's), Located at 3200 Eldorado Parkway

COUNCIL GOAL: Direction for Strategic and Economic Growth

MEETING DATE: June 20, 2017

DEPARTMENT: Planning

CONTACT: Brian Lockley, Director of Planning, AICP, CPM
Samantha Pickett, Planning Manager
Danielle Quintanilla, Planner I

RECOMMENDED CITY COUNCIL ACTION: Staff recommends approval of the proposed site plan.

APPLICATION SUBMITTAL DATE: March 13, 2017 (Original Application)
March 27, 2017 (Revised Submittal)
May 26, 2017 (Revised Submittal)

ITEM SUMMARY: The applicant is proposing to renovate portions of the existing site plan for the McDonald's restaurant located at 3200 Eldorado Parkway. The applicant has indicated their intent to reconfigure the existing drive-through lane and upgrade portions of the site to meet ADA requirements.

Typically, site plans can be approved administratively by Staff, however the governing "PD" - Planned Development Ordinance No. 1499 requires that the site plan and landscape plan be approved by the City Council.

PLATTING STATUS: The subject property is currently platted as Lot 11, Block A of The Highlands Addition.

ZONING:

Location	Zoning District (Permitted Land Uses)	Existing Land Use

Subject Property	"PD" - Planned Development Ordinance No. 1499 (Commercial Uses)	McDonald's
North	"PD" - Planned Development Ordinance No. 1499 (Commercial Uses)	Kobe Restaurant, Farmers Insurance
South	"PD" - Planned Development Ordinance No. 1499 (Commercial Uses)	Allegiance Title Company, Kids 1st Dental and Orthodontics
East	"PD" - Planned Development Ordinance No. 1499 (Commercial Uses)	Existing Vacant Commercial Building
West	"PD" - Planned Development Ordinance No. 1499 (Commercial Uses)	Bank of America

ACCESS/CIRCULATION:

Adjacent Streets: Eldorado Parkway, 120' Right-of-Way, Greenway Arterial

PARKING: The applicant has satisfied the minimum parking requirements as specified within Section 146-130 (Vehicle Parking) of the Zoning Ordinance.

LOADING SPACES: No loading spaces are required for this development.

SOLID WASTE CONTAINERS: The sanitation container screening walls will be brick, stone masonry or other architectural masonry finish, including a metal gate, primed and painted, and the sanitation container screening walls, gate, and pad site will be constructed in accordance with the City of McKinney Design Specifications. The applicant has provided the required notation on the proposed site plan.

LANDSCAPING REQUIREMENTS: The existing landscaping on the site meets the requirements of the Zoning Ordinance.

SCREENING REQUIREMENTS: The applicant has provided the required notation stating that all mechanical, heating, and air conditioning equipment shall be screened from the public right-of-way and from adjacent residential properties. The applicant has properly screened the sanitation container and has satisfied the minimum requirements as specified in Section 146-132 (Fences, Walls, and Screening Requirements) of the Zoning Ordinance.

LIGHTING AND GLARE REGULATIONS: The applicant will be responsible for complying with Chapter 58 (Lighting and Glare Regulations) of the City of McKinney Code of Ordinances. The applicant has provided the required notation stating that the lighting will be in conformance to the requirements of the City of McKinney Code of Ordinances on the site plan.

ARCHITECTURAL STANDARDS: The applicant is proposing new exterior finishing materials to the existing building and will be responsible for meeting the requirements of the Section 146-139 (Architectural and Site Standards) of the City of McKinney Zoning

Ordinance regarding exterior finishing materials. Architectural building elevations are subject to review and approval by the Chief Building Official, prior to issuance of a building permit.

TREE PRESERVATION ORDINANCE: The applicant will be responsible for complying with the Tree Preservation Ordinance. The applicant has submitted a tree survey, subject to review and approval of the City's Landscape Architect.

PUBLIC IMPROVEMENTS:

Sidewalks:	Existing along Eldorado Parkway
Hike and Bike Trails:	Not Required
Road Improvements:	Not Required
Utilities:	As determined by the City Engineer

Discussion: Under the requirements of the Subdivision Ordinance, the applicant will be required to construct all necessary public improvements prior to filing the accompanying plat, unless otherwise specified in an approved facilities agreement.

DRAINAGE: The applicant will be responsible for all drainage associated with the subject property, and for compliance with the Storm Water Ordinance, which may require on-site detention. Grading and drainage plans are subject to review and approval by the City Engineer, prior to issuance of a building permit.

FEES:

Roadway Impact Fees:	Not Applicable
Utility Impact Fees:	Not Applicable
Median Landscape Fees:	Not Applicable
Park Land Dedication Fees:	Not Applicable
Pro-Rata:	As determined by the City Engineer

OPPOSITION TO OR SUPPORT OF REQUEST: Staff has received no comments in support of or in opposition to this site plan.

BOARD OR COMMISSION RECOMMENDATION: Typically this item would go before the Planning and Zoning Commission for approval; however, the governing zoning ordinance requires only the approval of the City Council and therefore this item was not presented for approval by the Planning and Zoning Commission.

SUPPORTING MATERIALS:

- Standard Conditions Checklist
- Location Map and Aerial Exhibit
- Letter of Intent
- Ex. PD Ord. No. 1499
- Proposed Site Plan
- Proposed Landscape Plan

Standard Conditions for Site Plan Approval Checklist

The conditions listed below marked with a "☒" need to be satisfied by the applicant, prior to issuance of a building permit.

☒ Approval of building permit plans by the Chief Building Official.

☒ Approval of architectural building elevations, in accordance with Section 146-139 of the Zoning Ordinance.

☒ Approval of grading and drainage plans by the City Engineer.

☒ Approval of public improvement construction plans by the City Engineer.

☒ Approval of utility construction plans by the City Engineer.

☐ Approval of an associated record plat or minor plat if the property is currently unplatted.

☐ Final location of fire hydrants be subject to review and approval by the Fire Marshal.

☒ The applicant comply with the requirements of the Tree Preservation Ordinance and obtain any necessary tree permits within the time frames specified within the Ordinance, subject to review and approval by the City Arborist.

☐ Payment of impact fees in accordance with Ordinances 2017-02-021 (utilities) and 2013-11-108 (roadway), or as specified within an approved facilities agreement or development agreement.

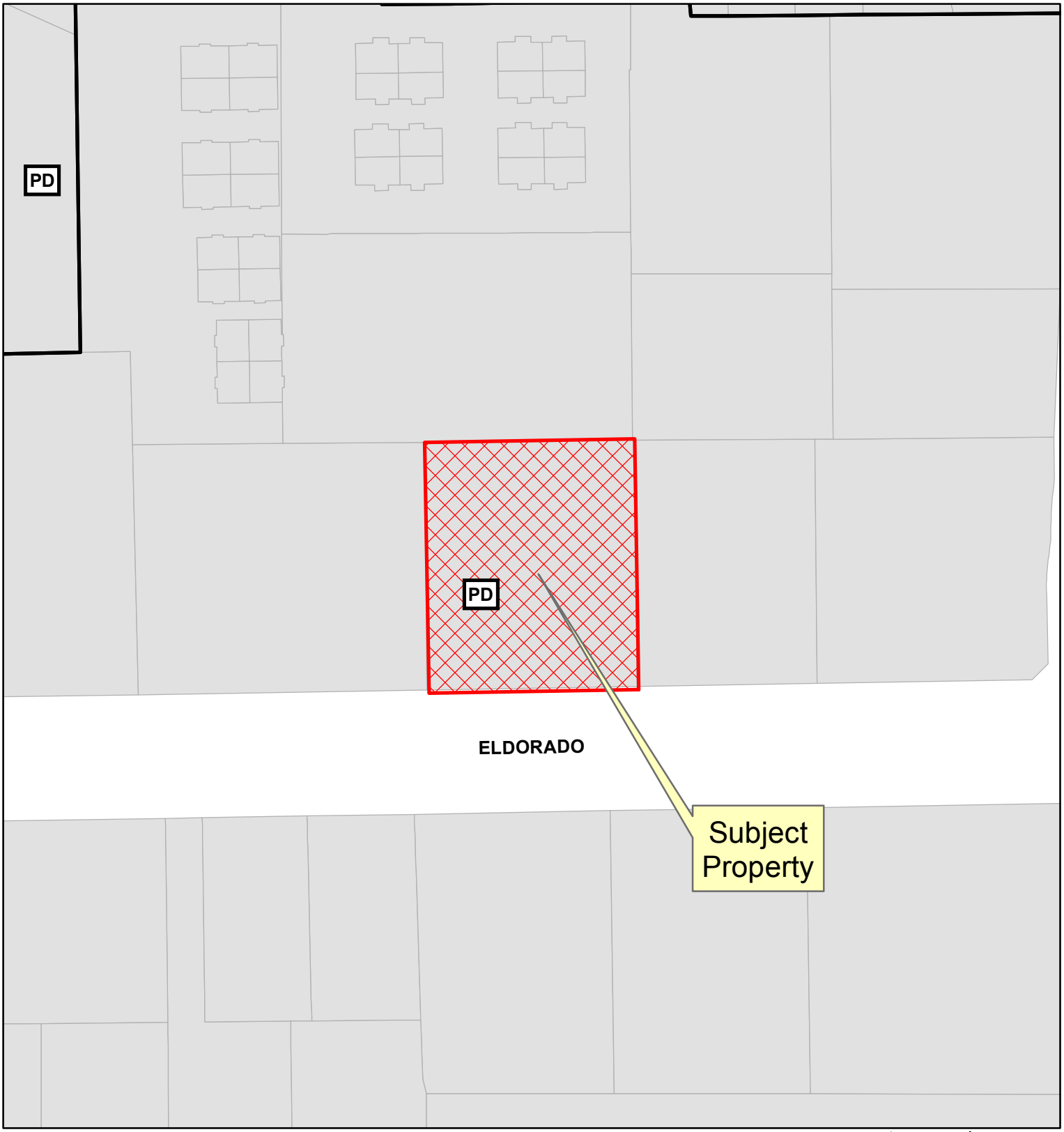
☐ The applicant satisfy park land dedication obligations, in accordance with Article VI of the Subdivision Ordinance, subject to review and approval by the Director of Parks and Recreation.

☒ All signage is to comply with the current Sign Ordinance of the City of McKinney, and as amended. Final location of all signage, as well as the dimension and construction specifications, be subject to review and approval by the Chief Building Official, under separate permit.

Prior to the issuance of a Certificate of Occupancy (C.O.):

☒ The applicant provide any additional easements as determined necessary by the City Engineer.

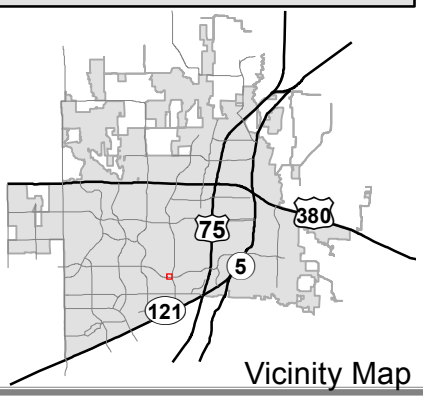
☐ The associated plat for the subject property be filed for record with the County Clerk.



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Location Map

Case: 17-067SP

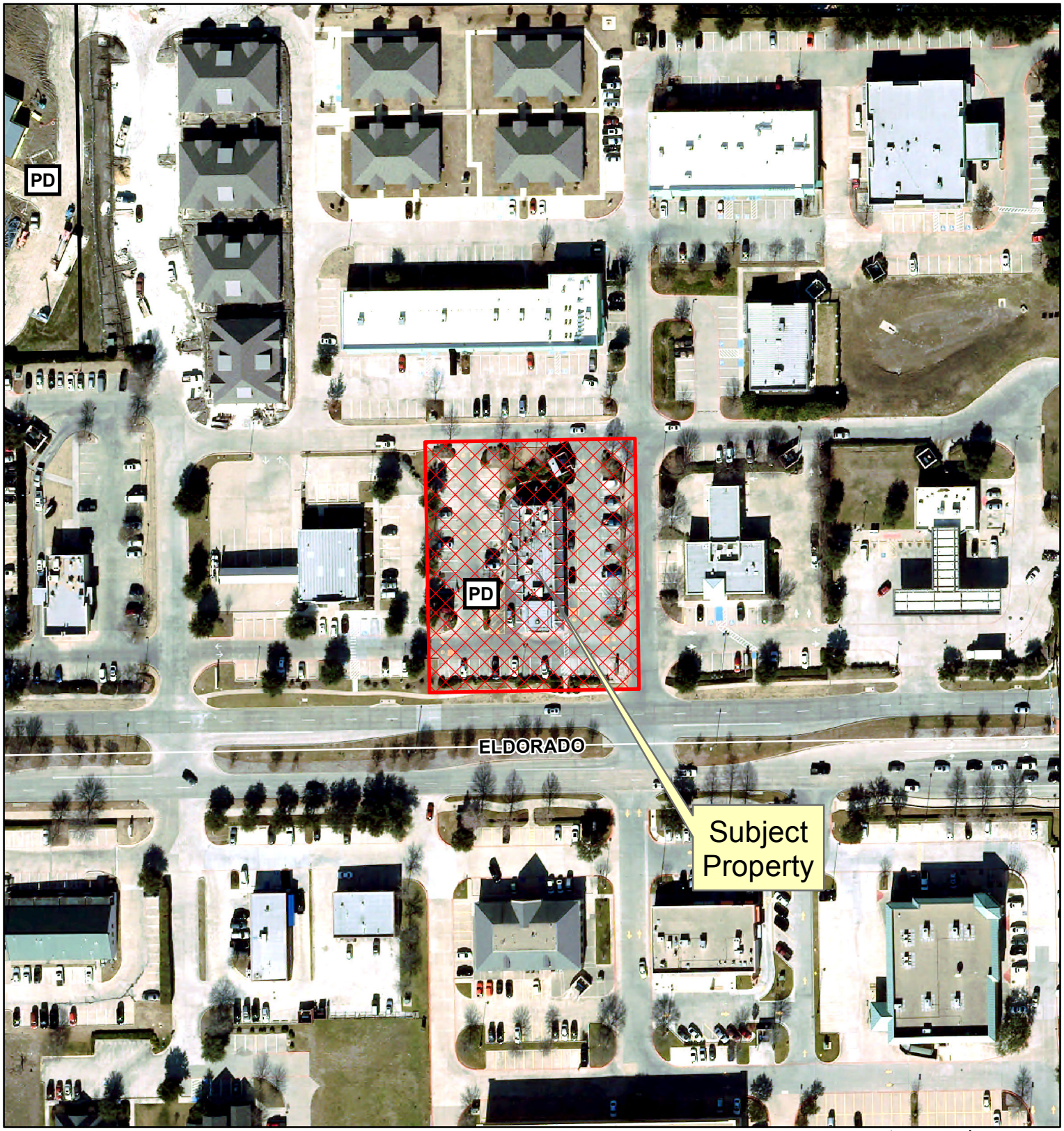


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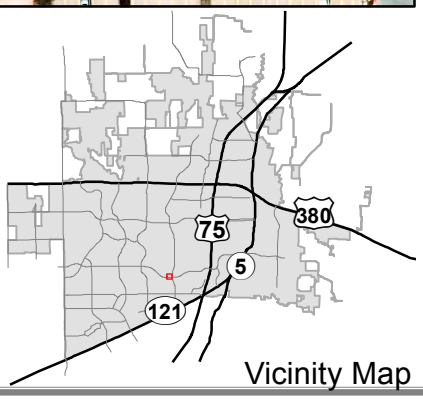
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Location Map

Case: 17-067SP



Vicinity Map

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RECEIVED
By Planning Department at 8:30 am, Mar 13, 2017

CLAYMOORE ENGINEERING

March 13, 2017

Ms. Kathy Wright
Planning Dept.
City of McKinney
221 N. Tennessee Street
McKinney, Texas 75070

Re: Site Plan – Lot 11, Block A – The Highland Addition
3200 Eldorado Parkway, McKinney Texas
Letter of Intent

Dear Ms. Wright,

Please let this letter serve as the Letter of Intent for the Site Plan associated with the planned drive thru reconstruction for the McDonalds McKinney restaurant facility located at 3200 Eldorado Parkway. The Site Plan is associated with the existing McDonalds facility. The proposed changes are to reconfigure the existing drive thru and bring portions of the site up to meet ada requirements. The subject tract is an approximate 1.13 acres.

Should you have any questions, please feel free to contact me.

Sincerely,

Claymoore Engineering, Inc.



Clay Cristy, P.E.

NO. 1499

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 1270 SO THAT 13 ACRES IN THE GRAFTON WILLIAMS SURVEY LOCATED WEST OF MOUNT OLIVE ROAD AND NORTH OF F.M. 720 IS ZONED PLANNED DEVELOPMENT; PROVIDING FOR A ZONING PLAN; PROVIDING FOR PLANNED DEVELOPMENT REGULATIONS; PROVIDING FOR A SITE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

THAT WHEREAS, the owner or owners of 13 acres of land in the Grafton Williams Survey have petitioned the City of McKinney to zone such property as set forth in the caption hereof, and,

WHEREAS, after due notice of the requested zoning changes as required by law and the required public hearings held before the Planning and Zoning Commission and the City Council of the City of McKinney, the City Council is of the opinion that such zoning change should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS:

SECTION I: That the real estate more fully described in the attached Exhibit A is zoned Planned Development and the zoning map attached hereto and marked Exhibit B is adopted as the zoning map for this planned development district.

SECTION II: That the planned development regulations contained in the attached Exhibit C are hereby adopted as the development regulations for this planned development district, provided that prior to the development of any property in this planned development district, a site plan and landscape plan shall be submitted to and receive the approval of the City Council of the City of McKinney, Texas.

SECTION III: That no developer or property owner shall acquire any vested interest in this Ordinance, the Planned Development Zone, or specific regulations contained herein. This Ordinance and the subsequent site plan and regulations may be amended or repealed by the City Council of the City of McKinney, Texas, in the manner provided by law.

SECTION IV: If any section, subsection, paragraph, sentence, phrase or clause of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance, which shall remain in full force and effect, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION V: It shall be unlawful for any person, firm or corporation to develop this property, or any portion thereof, in any manner other than is authorized by this Ordinance, and upon conviction therefor, shall be fined any sum not exceeding $200.00, and each day that such violation shall continue shall be considered a separate offense. These penal provisions shall not prevent an action on behalf of the City of McKinney to enjoin any violation or threatened violation of the terms of this Ordinance, or an action for mandatory injunction to remove any previous violation hereof.

SECTION VI: The caption of this Ordinance shall be published one time in a newspaper having general circulation in the City of McKinney, and shall become effective upon such publication.

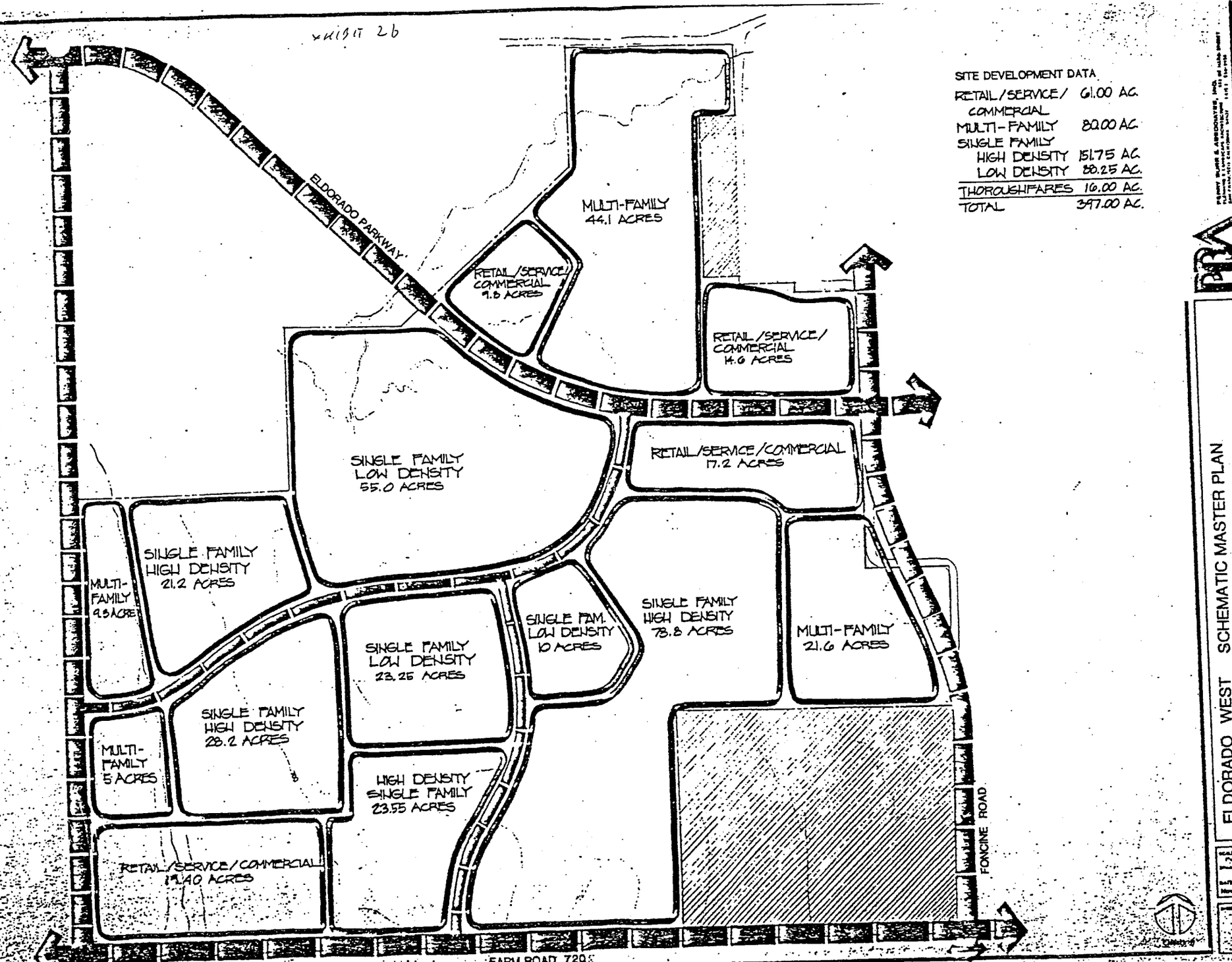
DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, on this the 18th day of December 1984.

CORRECTLY ENROLLED:

Jennifer D. Cravens

JENNIFER CRAVENS
CITY SECRETARY

Exhibit 2b



SITE DEVELOPMENT DATA

RETAIL/SERVICE/ COMMERCIAL	61.00 AC.
MULTI-FAMILY	80.00 AC.
SINGLE FAMILY	
HIGH DENSITY	151.75 AC.
LOW DENSITY	88.25 AC.
THOROUGHFARES	16.00 AC.
TOTAL	397.00 AC.

PBA

ELDORADO WEST SCHEMATIC MASTER PLAN

CBH & Moore

McKinney, TX

EXHIBIT C

84-465

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EXHIBITS

EXHIBIT A - SCHEMATIC MASTER PLAN (PLANNED DEVELOPMENT SITE PLAN)

EXHIBIT B - CITY OF MCKINNEY ORDINANCE 3.20 ("PD" PLANNED DEVELOPMENT DISTRICT REGULATIONS)

PLANNED DEVELOPMENT REGULATIONS

"ELDORADO WEST"

MCKINNEY, TEXAS

A. GENERAL PLANNING PRECEPTS

1. Preface

The P.D. Regulations set forth in this document and the Exhibits attached hereto shall regulate land use within "ELDORADO WEST" as well as specific considerations within individual land use categories. It is understood that each phase will be platted and developed according to this document. The P.D. Regulations shall prevail should they conflict with any Exhibits attached hereto.

2. Statement of Intent

"ELDORADO WEST" is planned as a development that will serve the needs of a wide variety of existing and new residents and businesses within the McKinney area. The developers of "ELDORADO WEST" are attempting to create an array of housing and commercial alternatives that will address the needs of current and prospective residents and businesses for a number years. To accomplish this objective, the development will include a mix of single family detached homes, single family attached homes, multifamily dwelling units and retail service and commercial areas.

3. Proposed Land Uses

"ELDORADO WEST " is a 397 + acre Planned Development located west of U.S. Highway 75 between Farm Road 720 on the south and Foncine Road on the north and bordering the Village of Eldorado on the east. It consists of the following land uses which are shown on "Exhibit A" attached:

Land Use		Approximate Acreage	% of Land Area
a. Residential		320 ac.	80.60
1. Low Density Single Family	88 ac.		
2. High Density Single Family	152 ac.		
3. Multi-family	80 ac.		
b. Retail Service/Commercial		61 ac.	15.37
c. Thoroughfares		16 ac.	4.03
TOTAL		397 acres	100.00%

(a) Residential Areas

Residential uses will consist of single family detached homes, single family attached homes, and multi-family dwellings. The overall residential development of "ELDORADO WEST" will not exceed a total of 3,127 dwelling units.
Residential densities for the individual housing types will not exceed the following densities:

Type	Maximum Density
Low Density Single Family Large lot Medium Lot	5 Dwelling units/acre
High Density Single Family Cluster Homes Townhomes	14 Dwelling units/acre
Multi-Family Condominiums Apartments	24 Dwelling units/acre

(b) Retail Service/Commercial

The plan provides for retail service and commercial areas at the intersection of primary thoroughfares. These areas are designed to meet the future retail and business needs of not only "ELDORADO WEST" but, also, for the Southwestern Sector of McKinney,

B. SPECIFIC REGULATIONS

"ELDORADO WEST" shall have an official schematic master plan (Exhibit A), together with these written P.D. regulations and attached Exhibits and shall be subject to development in accordance with these documents as defined in the Planned Development Zone in the City of McKinney Zoning Ordinance (Exhibit B).
The Developer herein establishes the following regulations for the development of "ELDORADO WEST":

1. Access to the Site

The majority of vehicular traffic entering "ELDORADO WEST" from McKinney, or Dallas will initially do so via Farm Road 720. This, however, will change significantly with the completion of the Eldorado Parkway overpass and the extension of the Parkway to the Eastern boundary of the development.

2. Thoroughfare Standards

The following basic internal street types are projected:

(a) Primary Thoroughfares

There will be one major east-west thoroughfare in this development whose primary function is to provide access to "ELDORADO WEST" via the grade separated interchange proposed at U.S. 75. This major thoroughfare is designated on the City of McKinney Comprehensive Thoroughfare Plan as the extension of Eldorado Parkway. This thoroughfare will be a minimum four-lane divided median roadway consisting of a minimum 100 foot R.O.W., two 24 foot driving lanes, with turn lane provided in order to insure a safe smooth flow of traffic.

(b) Secondary Thoroughfares and/or Collector Streets

The secondary system will serve to tie together the clusters of residential areas to the primary system. The collector streets will have a minimum R.O.W. width of sixty feet (60') with a minimum thirty-seven foot (37') driving lane.

(c) Residential Streets

The residential street system will function to serve the residential areas of "ELDORADO WEST". These streets will be designed to carry relatively low volumes of vehicular traffic at low speeds through the residential areas. These streets will have a fifty foot (50') R.O.W. with a twenty-six foot (26') driving lane.

3. Utilities and Drainage

(a) Utilities (water, sewer, gas, electric) will be provided through a joint effort of the developer and the City of McKinney within the normal platting procedure, and in accordance with a Facilities Agreement (to be prepared).

(b) All utility lines shall be underground in easements provided by the developer except those required, in usual circumstances, to be overhead as determined by joint agreement to the developer, the City of McKinney, and the Public Utility Companies.

(c) Storm drainage will be handled above ground as much as possible in order to assure maximum water recharge to the natural system. Natural drainage patterns and channels will be retained, and where concentrated run-off is felt to foster excessive erosion, appropriate armament will be provided to retard water drainage and to provide an aesthetically pleasing landscape.

4. Easements

Drainage, emergency access, utility, and landscape easements will be provided as needed.

5. Creation of Sites

The determination of the location and size of specific sites shown on the schematic master plan are intended to be approximate in nature.

6. Land Use Intensity

(a) Low Density Single Family

Intent: The single family detached "Low Density" residential category is for single family uses of two types, as well as churches. The low density single family category shall be interchangeable with the high density single family category provided that a minimum of 88 acres of low density single family land is maintained in the overall development.

Permitted Uses:

Single Family Dwellings (large lot)
Single Family Dwellings (medium lot)
Churches

Maximum Net Density: 5 units/acre

(i) Large Lot Single Family

Minimum Lot Size: 8400 square feet
Coverage: Maximum of 40% of the lot area including accessory buildings.
Parking: A minimum of two (2) uncovered parking spaces shall be provided per unit.
Building Height: No building or structure shall exceed thirty-five feet (35') in height.
Setbacks: Front Yard - The minimum shall be twenty-five feet (25').
Side Yard - These shall vary according to the width of the lot. Minimum (one side) shall, in all cases, be 10% of lot width. Total side yard width (sum of two sides) shall be twenty feet (20').
Side Yard on Corner Site - Twenty feet (20') from R.O.W. and no conflict with the required sight triangle as described in the Manual of Uniform Traffic Control Devices.
Rear Yard - A minimum of twenty feet (20') from the rear property line.

(ii) Medium Lot Single Family

Minimum Lot Size: 6,000 square feet
Coverage: A maximum of 40% of the lot area including accessory buildings.
Parking: A minimum of two (2) uncovered parking spaces shall be provided per unit. However, if rear entry is provided, then one (1) uncovered and one (1) covered parking space shall be acceptable.
Building Height: No building or structure shall exceed thirty-five feet (35') in height.
Setbacks: Front Yard - The minimum shall be twenty-five (25').
Side Yard - These shall vary according to the width of the lot. Minimum (one side) shall in all cases be 10% of the lot width. Total side yard width (sum of two sides) shall be fifteen feet (15').
Side Yard on Corner Site - Twenty feet (20') from R.O.W. and no conflict with the required sight triangle as described in the Manual of Uniform Traffic Control Devices.
Rear Yard - Minimum of twenty feet (20') from the rear property line.
Note: If rear entry is provided, then the Front and Rear Yard setback requirements may be switched.

(iii) Churches

Minimum Lot Size: Two (2) acres

Coverage: The maximum site coverage, including buildings and parking shall be 75%. The remaining 25% shall be open space and landscaped areas.

Parking: One off-street space per four (4) seats of seating capacity of the church sanctuary.

Building Heights: No building or structure shall exceed thirty-five feet (35') in height, exclusive of the steeple.

Setbacks: For all lots upon which churches are built, minimum setbacks will be as follows:

Front - Thirty-five feet (35')
Side - Fifteen feet (15')
Side Yard on Corner Site - Twenty feet (20') from R.O.W. and no conflict with the required sight triangle as described in the Manual of Uniform Traffic Control Devices.
Rear - Twenty feet (20')

Location: Churches shall be located on streets at least thirty-one feet (31') in width.

(b) High Density Single Family

Intent: The intent of single family attached dwelling concept is to provide a living space adequate to serve a family's needs at a lower cost. By gaining greater efficiency from utility systems, streets and drives, common wall construction (on one or more sides) and increased net densities -- thereby providing smaller lots -- these cost savings may be realized. This concept also makes available the townhome concept of development wherein only the land under each unit is sold, and larger (common) open space adjacent to each unit is provided and maintained as an amenity through the creation of a Homeowner's Association to free the occupants of the normal maintenance of a single family home with a yard.

Permitted Uses:

Single Family Dwellings (large lot)
Single Family Dwellings (medium lot)
Churches
Cluster Single Family Dwellings
- Patio Homes
- Duplex
- Triplex
- Quadriplex

Townhomes

Maximum Net Density: 14 Dwelling units/acre

(i) Cluster Single Family Dwellings

Coverage: A maximum of 60% of the lot area including accessory buildings. (This figure includes the residential structure plus garages.)

Parking: A minimum of two (2) uncovered parking spaces shall be maintained. However, if rear entry is provided then one (1) uncovered and one (1) covered parking space shall be acceptable.

Building Length: No attached dwelling unit shall exceed 200 feet in continuous length unless specifically allowed by site plan approval.

Building Height: No building or structure shall exceed thirty-five feet (35') in height.

Setbacks: Front Yard - For all cluster homes in this P.D., minimum setback is eighteen feet (18').

Side Yard - Zero feet (0') on one or two sides, of a dwelling building (containing one or more dwelling units), provided that a minimum of ten feet (10') is provided on the free side of each building. For detached units, the minimum separation between structures shall be ten feet (10') and shall be achieved through any combination of side yard setbacks that total ten feet (10').

Side Yard on Corner Site - Twenty feet (20') from the street with no conflict with the required sight triangle as described in the Manual of Uniform Traffic Devices.

Rear Yard - Fifteen feet (15') from the rear of the property line.

Note: If rear entry is provided, then the Front and Rear Yard Setback requirements may be switched.

(ii) Townhomes

Coverage: The maximum site coverage including buildings, covered and uncovered parking spaces, shall be 60% of the overall site, the balance to include roads, parks, recreation, and landscaped areas. Individual lot coverage shall be a maximum of 100%.

Parking: A minimum of two (2) offstreet parking spaces per unit shall be provided.

Building Length: No attached dwelling unit shall exceed 200 feet in continuous length unless specifically allowed by site plan approval.

Building Height: Maximum building height shall not exceed thirty-five feet (35').

Setbacks: Where townhomes or accessory buildings front or side on a dedicated street a minimum setback of eighteen feet (18') from the R.O.W. will be maintained and there shall be no conflicts with the required sight triangle as described in the Manual of Uniform Traffic Control Devices. Also, a minimum setback of fifteen feet (15') will be maintained from any landscape easements or other property lines. The minimum required separation between structures shall be fifteen feet (15').

Accessory Uses: Any structure or use accessory to townhouses shall not exceed a height of twenty five feet (25') and shall be sited not less than ten feet (10') from any other building or structure.

(c) Multi-Family

Intent: The intent of multi-family development is to provide higher density residential options than that possible in single family residential areas. Space within these units is either sold (condominiums) or leased (apartments) and amenities and services are provided at a monthly cost more favorable than those possible in single family areas.

The Concept: The concept of design in multi-family developments provides more usable common open space within a development of multiple story buildings. The cost for maintenance of these "common" areas is borne by either a Homeowner's Association (townhomes and Condominiums) or within the monthly cost of leasing (apartments).

Permitted Uses:

Single Family Dwellings (large lot)
Single Family Dwellings (medium lot)
Churches
Cluster Single Family Dwellings
Townhomes
Condominiums
Apartments

(i) Condominiums

Maximum Density: 20 Dwelling units/acre

Coverage: The maximum site coverage including buildings and covered and uncovered parking, shall be 60% of the overall site.

Parking: A minimum of one (1) covered and one (1) uncovered parking space for each unit shall be provided. Carports will be allowed.

Building Length: No attached dwelling unit shall exceed 200 feet in continuous length unless specifically allowed by site plan approval.

Building Height: The height of the building shall not exceed thirty five feet (35').

Setbacks: Where condominiums or accessory buildings front or side on a dedicated street, a minimum setback of eighteen feet (18') will be provided, and there will be no conflicts with the required sight triangle as described in the Manual of Uniform Traffic Control Devices. Also, a minimum setback of fifteen feet (15') will be maintained from any landscape easements or other property lines. A minimum separation of fifteen feet (15') between structures shall be provided.

Accessory Uses: Any structure or accessory to condominium structures shall not exceed a height of twenty five feet (25') and shall be sited not less than ten feet (10') from any other building or structure.

(ii) Apartments

Maximum Density: 24 Dwelling units/acre

Coverage: The maximum site coverage including buildings and parking shall be 60%.

Parking: Minimum of one (1) parking space per unit plus 1/2 space per bedroom.

Building Length: No attached dwelling unit shall exceed 200 feet in continuous length unless specifically allowed by site plan approval.

Building Height: The height of the building shall not exceed thirty-five feet (35').

Setbacks: Where apartments or accessory buildings front or side on a dedicated street, a minimum setback of twenty feet (20') shall be provided, and there will be no conflict with the required sight triangle as described in the Manual of Uniform Traffic Control Devices. Also, a minimum setback of fifteen feet (15') will be maintained from any landscape easements or other property lines. A minimum of ten feet (10') between structures.

Accessory Uses: Any structure or accessory to apartment structures shall not exceed a height of twenty-five feet (25') and shall be sited not less than ten feet (10') from any other building or structure.

(d) Retail Service/Commercial

Five sites have been identified to meet future retail and commercial needs within the development and the Southwestern sector of the City of McKinney. The overall acreage developed for Retail-Service use shall be limited to a maximum of forty-five (45) acres. The balance of the land designated Retail-Service/Commercial shall be used for some other type of permitted Commercial (non-retail) development such as office buildings.

Permitted Uses:

Single Family Dwellings (large lots)
Single Family Dwellings (medium lots)
Churches
Cluster Single Family Dwellings
Townhouses
Condominiums
Apartments

All uses permitted under the BN, BG, and C zoning categories of ordinance 1270 as it exists on June 4, 1984.

NOTE: Condominiums and apartments may not be constructed on Retail Service/Commercial land when the tract is adjacent to a developed single family area within ELDORADO WEST.

Lot Coverage: Maximum site coverage including buildings and parking shall be 85%. The remaining 15% shall be landscaped open space.

Parking: As required for uses under the BN, BG, and C zoning categories of Ordinance 1270.

Building Length: No attached dwelling unit shall exceed 200 feet in continuous length unless specifically allowed by site plan approval.

Building Height: No building shall exceed fifty feet (50') in height, except that the height may be increased by two feet for each one foot that all required yards are increased.

Setbacks: No structure or equipment shall be located within fifteen feet (15') of any property line or within twenty feet (20') of any dedicated street and there shall be no conflict with the required sight triangle as described in the Manual of Uniform Traffic Control Devices.

7. General

(a) Items not covered by these P.D. regulations or Exhibits will conform to the City of McKinney ordinances, pertaining to zoning, subdivision regulations, signs, and other standards for development of property.

(b) Should any portion of the above P.D. regulations be held invalid for any reason, the remaining portions shall not be affected by invalidity and such invalidity shall not effect its application to the development of "ELDORADO WEST" Planned Development.

8. Definitions

(a) Building Height:
The distance measured from the natural grade at the lowest point of the building to the highest point of the building.

(b) Building Height Exceptions:
The following appurtenances may exceed the prescribed height restrictions normally required for a use permitted in the zone in which they are constructed: flagpoles, chimneys, cooling towers, elevator bulkheads, belfries, ornamental towers, monuments, cupolas, domes, spires, and other necessary mechanical appurtenances and their protective housing.

(c) Easements:
Easements will be granted for various purposes in the development. They include: utilities, vehicular access, pedestrian access, maintenance and emergency access, storm drainage, and landscape easements.

(d) Housing Types

Note: Definitions of intent are included in the appropriate sections of these regulations.

(i) Cluster Single Family

The cluster single family home is intended to provide a single family home in a layout designed to cut utility and street costs, etc., by clustering homes on smaller lots with "zero" lot lines and other techniques to lower the total cost of each home while still providing equivalent living space.

(ii) Townhomes

Townhomes are a type of single family, row-house unit intended to provide the resident with full ownership of the structure and the land beneath the structure, while at the same time maximizing the potential for joint ownership and maintenance of common spaces, through a Homeowner's Association. This avails the resident of not having to maintain these common areas and increases the potential for use and development of these areas.

(iii) Condominiums

Condominiums are a concept of multi-family housing, which restricts ownership to the space within the structure. A higher density concept, condominiums imply the opportunity of higher densities through the "stacking" of residential units, and all land is held in common; developed and maintained by a Homeowner's Association.

(e) Lot Width:
The average lot width from the front line to the rear line.

(f) Parking:
Each exterior parking space shall include a minimum length of eighteen feet (18') and a minimum width of eight feet (8') Except for apartments and condominiums where the minimum width shall be increased to nine feet (9'). Parking spaces shall be well drained and provided with an all-weather surface, and access.

Covered Parking:
Garage structures enclosed on all sides, with the same exterior architectural treatment and character as the building. These may or may not be attached to the main structure.

Car Ports:
A covered parking structure, open on two or more sides which must have the same exterior architectural treatment as the project. These may be detached.

(g) Required Yards:
Front Yards - An open space extending the full width of the zoning lot, between the main building and the front lot line, unoccupied and unobstructed by building or structures from the ground upward.
Side Yards - An open space extending the full width of the zoning lots between the main building and the side lot line, unoccupied and unobstructed by buildings or structures from the ground upward.
Setbacks - The line parallel to the applicable property line and extending the full length of the lot.

(h) Structure Separation:
For the purpose of determining structure separations, the term structure shall refer only to the main building and shall exclude balconies, overhangs, accessory uses, and chimneys.

EXHIBIT "A"

SITUATED in Collin County, Texas, a part of the Grafton Williams Survey, Abstract No. 976 and being a resurvey of 10 acres described in a Deed recorded in Volume 739, Page 203 of the Collin County Deed Records and said 10 acre tract out of the West portion of a 44.0 acre tract as described in a Deed recorded in Volume 625, Page 551, and being more particularly described by metes and bounds, as follows:

BEGINNING at the Southwest corner of the said 10.00 acre tract of land, said corner being also in the center of F.M. Road #720 said point also being in the Southwest corner of the said 44.0 acre tract;

THENCE North along the West line of said 44.0 acre tract of land and with an established fence line, a distance of 1537.80 feet to an iron stake for corner, said corner being the Northwest corner of said 44.0 acre tract of land;

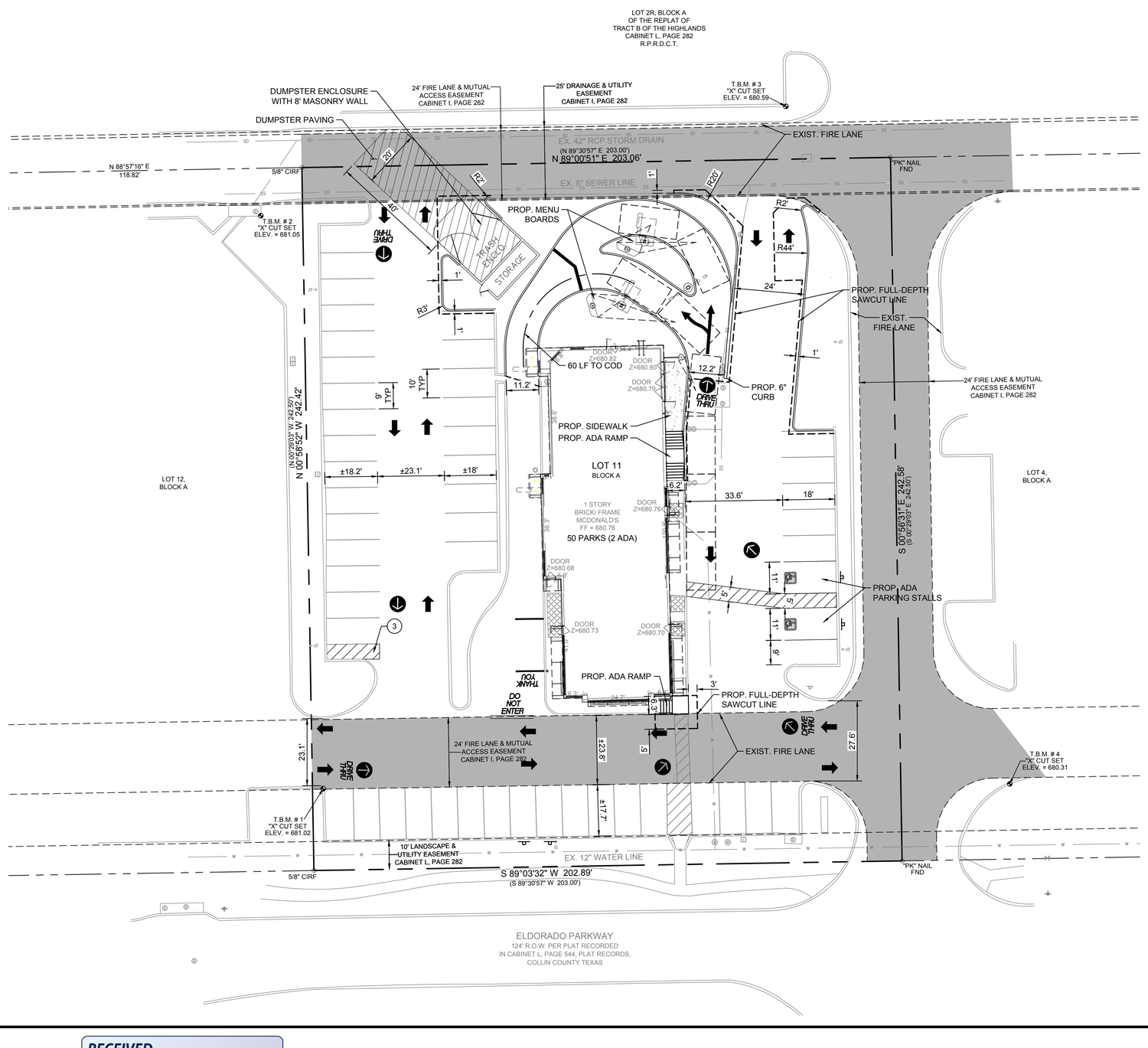
THENCE South 89 deg. 47 min. East along the North line of said 44.0 acre tract of land, a distance of 283.40 feet to an iron stake for corner in same;

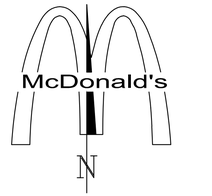
THENCE South and parallel to the West line of said 44.0 acre tract of land, a distance of 1537.80 feet to a point for corner in the center of said F.M. Road #720, and the South line of said 44.0 acre tract of land;

THENCE North 89 deg. 47 min. West along the center of said F.M. Road and the South line of said 44.0 acre tract of land a distance of 283.40 feet to the PLACE OF BEGINNING and CONTAINING 10.0 acres of land.

SITE DATA SUMMARY

LOT	ZONING	EXISTING USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BLDG. AREA (SQ. FT.)	BLDG HGT. (FT)	LOT COVERAGE	FLOOR AREA RATIO	PARKING			HANDICAP SP.		TOTAL IMPERVIOUS (SQ FT)	PERVIOUS
							PROV.	PROV.	REQ. RATIO	REQ.	PROV.	REQ.	PROV.		PROV. (SQ FT)
LOT 11	PD 1499	RESTAURANT	1.13	49,222	4,915	19'-9" (1-STORY)	10.0%	0.10	RESTAURANT (1 SPACE PER 150 SF)	33	50	2	2	41,238 (84%)	7,984 (16%)

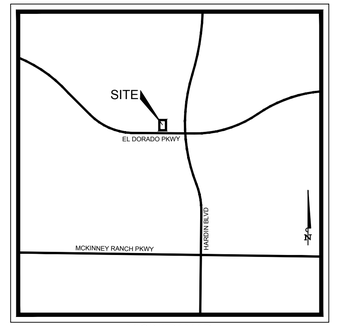




GRAPHIC SCALE

20 0 10 20 40

1 inch = 20 ft.



VICINITY MAP
N.T.S.

LEGEND	
	EXISTING FIRE LANE
	CONCRETE SIDEWALK
	PROPOSED CONCRETE CURB AND GUTTER
FL	PROPOSED FIRE LANE STRIPING PER CITY STANDARDS
	CONNECT TO EXISTING PAVEMENT WITH LONGITUDINAL BUTT JOINT.
10	PARKING COUNT

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
2. ALL PARKING ISLAND RADII SHALL BE 3' UNLESS NOTED OTHERWISE.
3. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.

CITY OF MCKINNEY STANDARD NOTATIONS:

1. THE SANITATION CONTAINER SCREENING WALLS SHALL BE BRICK MASONRY, STONE MASONRY, OR OTHER ARCHITECTURAL MASONRY FINISH, INCLUDING A METAL GATE, PRIMED AND PAINTED, AND THE SANITATION CONTAINER SCREENING WALLS, GATE, AND PAD SITE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY DESIGN SPECIFICATIONS.
2. MECHANICAL AND HEATING AND AIR CONDITIONING EQUIPMENT IN NON-RESIDENTIAL USES SHALL BE SCREENED FROM VIEW FROM THE PUBLIC RIGHT-OF-WAY AND FROM ADJACENT RESIDENTIAL PROPERTIES.
3. THE LIGHTING FOR THE SUBJECT PROPERTY WILL BE CONSTRUCTED AND OPERATED IN CONFORMANCE WITH CHAPTER 58 OF THE CITY OF MCKINNEY CODE OF ORDINANCES.

DEVELOPER:
CMG, INC.
10A EDWARDSVILLE
PROFESSIONAL PARK
EDWARDSVILLE, IL 62025
PH. 817.999.6415
CONTACT: CLINT PAROULEK

PREPARED BY/APPLICANT:
CLAYMOORE ENGINEERING
1903 CENTRAL DR.
SUITE #406
BEDFORD, TX 76021
PH. 817.281.0572
FAX 817.281.0574
CONTACT: CLAY CRISTY, PE
EMAIL: CLAY@CLAYMOOREENG.COM

ARCHITECT:
ROGUE ARCHITECTS
513 MAIN STREET, SUITE 300
FORT WORTH, TX 76102
PH. 817.820.0433
CONTACT: JERAMY WILLIAMS

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(@ least 72 hours prior to digging)

BENCHMARK DESCRIPTION

T.B.M. NO. 1 - "X" CUT SET ON TOP OF CURB AT SOUTHWEST CORNER OF SITE.
POSTED ELEVATION = 681.02
T.B.M. NO. 2 - "X" CUT SET ON TOP OF CURB INLET AT NORTHWEST CORNER OF SITE. APPROX. 10 FT WEST OF PROPERTY LINE
POSTED ELEVATION = 681.05

CITY PROJECT NUMBER:

SURVEY INFORMATION:

PREPARED BY:	LEGAL DESCRIPTION:
EAGLE SURVEYING 210 SOUTH ELM STREET SUITE 104 DENTON, TX 76201	LOT 11, BLOCK A, OF THE HIGHLANDS ADDITION, AN ADDITION TO THE CITY OF McKINNEY, COLLIN COUNTY, TEXAS

ADDITION: MAJOR REMODEL

ADDRESS: 3200 ELDORADO PKWY

CITY: McKINNEY STATE: TX

COUNTY	SURVEY:	ABSTRACT NO.
COLLIN	THE HIGHLANDS ADDITION	CAB. L, PG. 544

L/C NUMBER: 042-1962

SHEET NAME: CITY SITE PLAN

SHEET NO.: SP-1

PLAN APPROVALS

SIGNATURE (2 REQUIRED)	DATE
REGIONAL MGR.	
CONST. MGR.	
OPERATIONS DEPT.	
REAL ESTATE DEPT.	
CONTRACTOR	
OWNER	

CO-SIGN SIGNATURE

STATUS	DATE	BY
DATE DRAWN	4/5/2017	HCV
PLAN CHECKED	4/5/2017	CLC
ASBUILT		

CLAYMOORE ENGINEERING
1903 CENTRAL DR.
SUITE #406
PHONE: 817.281.0572
BEDFORD, TX 76021
WWW.CLAYMOOREENG.COM

REV	DATE	DESCRIPTION	BY	ISSUE REF

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer CLAY CRISTY
P.E. No. 109800 Date 4/5/2017

OFFICE: GREATER SOUTHWEST REGION
ADDRESS: 511 E JOHN CARPENTER FRWY SUITE 375,IRVING, TX 75062

McDONALD'S

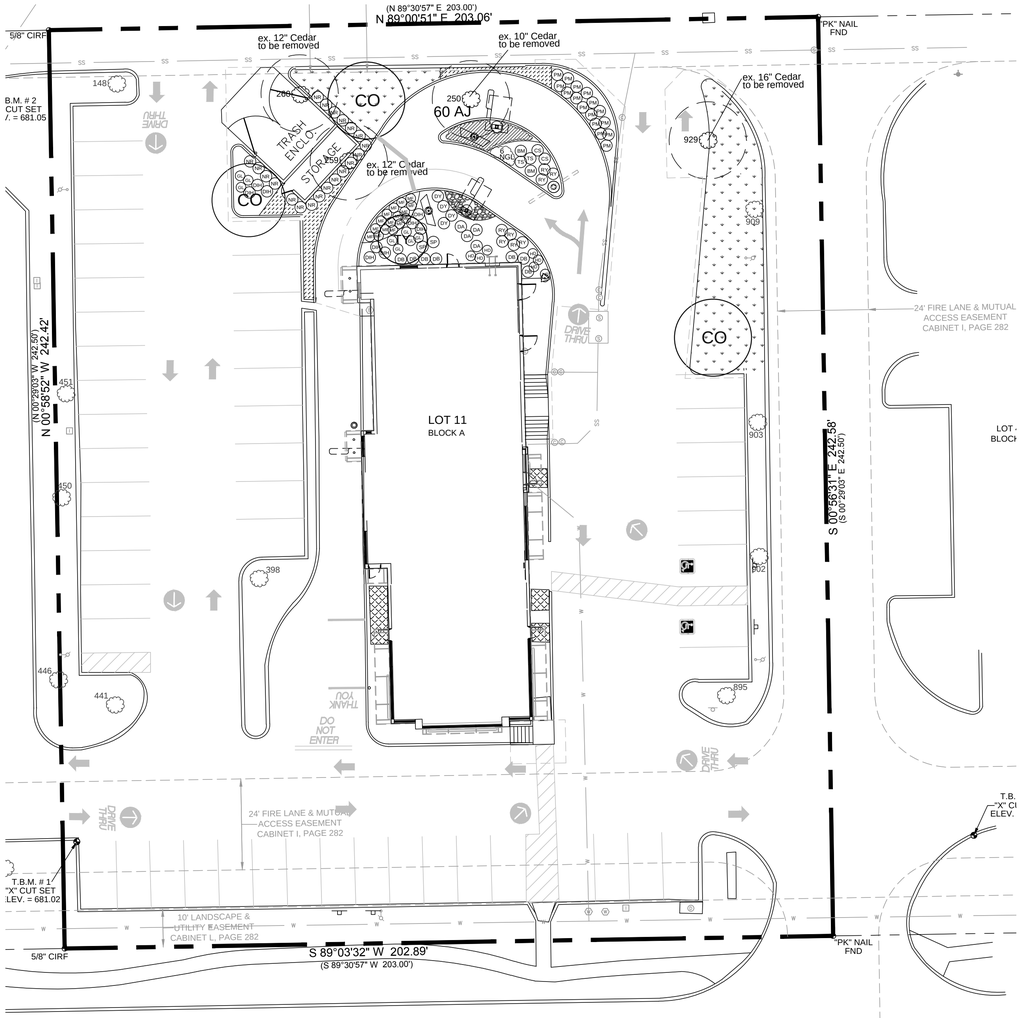
3200 ELDORADO PKWY
McKINNEY, TEXAS

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF McDONALD'S CORPORATION AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN CONSENT.

McDONALD'S L/C: 042-1952
CLAYMOORE ENG. NO.

RECEIVED
By Planning Department at 7:55 am, May 26, 2017

PLOTTED BY: Henry PLOT DATE: Apr 05, 2017 - 9:49am
LOCATION: C:\Egnyte\Shared\Projects\McDonald's - McKinney TX\CADD\SHEETS\SP-1 CITY SITE PLAN.dwg
LAST SAVED 4/5/2017 9:20 AM



TREE LEGEND

Canopy Trees

CO Chinquapin Oak

Ornamental Trees

TY Tree Yaupon

SHRUB LEGEND

DY	Dwarf Yaupon	DB	Dwarf Burford Holly
DA	Dwarf Abelia	NGL	New Gold Lantana
PM	Pink Muhly	DIH	Dwarf Indian Hawthorne
BM	Big Muhly	TS	Texas Sage
MF	Mexican Feathergrass	CS	Red Cherry Sage
HD	Harbor Dwarf Nandina	SP	Spirea
GL	Giant Liriope	AJ	Asian Jasmine
RY	Red Yucca		

HATCH LEGEND

Solid Sod Bermuda Grass

Washed Gravel

Decomposed Granite

Asian Jasmine

LANDSCAPE NOTES

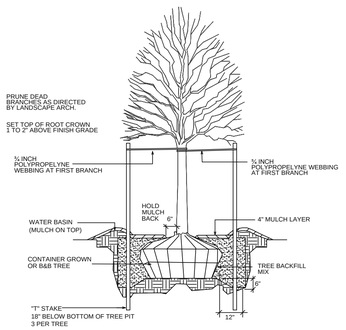
1. The project will have an undergound automatic irrigation system to water all new plantings.
2. Install 4" layer of shredded hardwood mulch to all planting beds.
3. Install 4" steel edging between all shrub beds and grass areas.
4. Shrub beds to have 12 inches of prepared planting mix (75% import topsoil, 15% composted amendment, 10% washed sand)
5. Shredded hardwood mulch must contain long strands along with double shred finer material obtained from a local source.
6. Install 4 inches of clean topsoil in all areas of the site disturbed by grading and construction operations. Topsoil shall be free from sticks, debris and rocks larger than 2 inches in diameter and have an organic matter level of 3 percent minimum and a pH range between 5.5 and 7.4 percent. Provide soil test analysis from a soil test laboratory showing soil makeup and organic percentage.
7. Hydromulch all areas disturbed by construction activities.

PLANT LIST

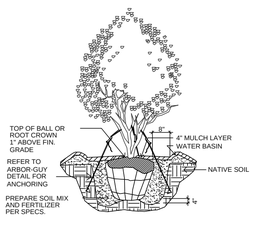
CANOPY TREES				
3	CO	Chinquapin Oak	Quercus muhlenbergii	4" cal. 65 gal. 12' ht. 5' spread
ORNAMENTAL TREES				
1	TY	Tree Yaupon	Ilex vomitoria	30 gal. 8' ht. 3 trunk 2 1/2" cal. min.
SHRUBS & GROUNDCOVERS				
4	DY	Dwarf Yaupon	Ilex vomitoria 'Nana'	5 gal. 36" oc
4	DA	Dwarf Abelia	Abelia x grandiflora 'Ed. Goucher'	5 gal. 36" oc
16	PM	Pink Muhly	Muhlenbergia capillaris	5 gal. 36" oc
2	BM	Big Muhly	Muhlenbergia lindheimeri	5 gal. 36" oc
16	MF	Mexican Feathergrass	Nassella tenuissima	5 gal. 36" oc
7	HD	Harbor Dwarf Nandina	Nandina domestica 'Harbor Dwarf'	5 gal. 36" oc
8	GL	Giant Liriope	Liriope gigantea	5 gal. 36" oc
8	RY	Red Yucca	Hesperaloe parviflora	5 gal. 36" oc
7	DB	Dwarf Burford Holly	Ilex cornuta 'Burfordii' nana	5 gal. 36" oc
6	NGL	New Gold Lantana	Lantana 'New Gold'	1 gal. 36" oc
9	DIH	Dwarf Indian Hawthorne	Raphiolepis indica 'Pinkie'	5 gal. 36" oc
2	TS	Texas Sage	Leucophyllum frutescens 'Silveradо'	5 gal. 36" oc
2	CS	Red Cherry Sage	Salvia greggii 'Red'	5 gal. 36" oc
2	SP	Spirea	Spiraea 'Anthony Waterer'	5 gal. 36" oc
60	AJ	Asian Jasmine	Trachelospermum asiaticum	1 gal. 24" oc
20	NR	Nellie R. Stevens Holly	Ilex x 'Nellie R. Stevens'	10 gal. 36" oc Minimum 36" ht. at time of planting

NOTE

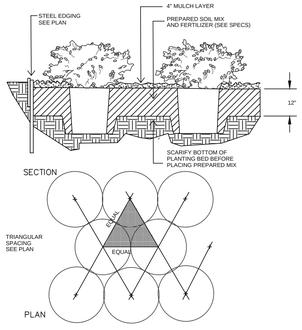
The Contractor shall verify water restrictions within the City of McKinney at time of planting. Should water restrictions not allow hydro-mulch, hydro-seeding, or sprigging (Stage 3 and Stage 4 water restrictions), an approved alternative for grassing shall be installed.



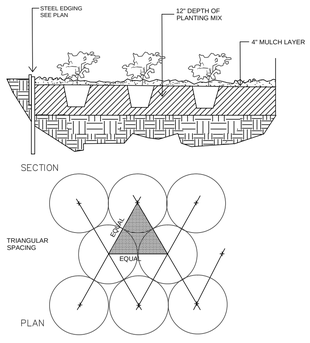
1 CANOPY TREE PLANTING
SCALE: NONE



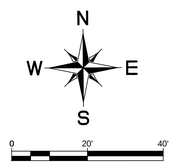
2 MULTI-TRUNK PLANTING
SCALE: NONE



3 SHRUB PLANTING
SCALE: NONE



4 GROUNDCOVER PLANTING
SCALE: NONE



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(@ least 72 hours prior to digging)

BENCHMARK DESCRIPTION

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POSTED ELEVATION = 681.05

CITY PROJECT NUMBER:

SURVEY INFORMATION:

PREPARED BY:
EAGLE SURVEYING
210 SOUTH ELM STREET
SUITE 104
DENTON, TX 76201

LEGAL DESCRIPTION:
LOT 11, BLOCK A, OF THE HIGHLANDS ADDITION, AN ADDITION TO THE CITY OF McKINNEY, COLLIN COUNTY, TEXAS

ADDITION:
MAJOR REMODEL

ADDRESS:
3200 ELDORADO PKWY

CITY: McKINNEY
STATE: TX

COUNTY	SURVEY:	ABSTRACT NO.
COLLIN	THE HIGHLANDS ADDITION	CAB. L, PG. 544

L/C NUMBER: XXX-XXXX

SHEET NAME: LANDSCAPE PLAN

SHEET NO.: L-1

STATUS	DATE	BY
DATE DRAWN	3/31/2017	HCV
PLAN CHECKED	3/31/2017	CLC
ASBUILT		

PLAN APPROVALS

SIGNATURE (2 REQUIRED)	DATE
REGIONAL MGR.	
CONST. MGR.	
OPERATIONS DEPT.	
REAL ESTATE DEPT.	
CONTRACTOR	
OWNER	

CO-SIGN SIGNATURE

site integration studio
Landscape Architecture - Sustainable Site Planning - Natural Resource Design
John F. Murphy, ASLA
6647 Oak Hill Blvd.
Tyler, TX 75703
John@siteint.com
scott@siteint.com
512.632.3822 - Mobile
903.533.8898 - Tyler
512.589.9564 - Austin
www.siteint.com

REV	DATE	DESCRIPTION	BY	ISSUE REF

1903 CENTRAL DR.
SUITE #405
PHONE: 817.281.0572
BEDFORD, TX 76021
WWW.CLAYMOOREENG.COM
CLAYMOORE ENGINEERING

REGISTERED LANDSCAPE ARCHITECT JOHN F. MURPHY 973 STATE OF TEXAS
3/31/17

OFFICE: GREATER SOUTHWEST REGION
ADDRESS: 511 E JOHN CARPENTER FRWY SUITE 375,IRVING, TX 75062

McDONALD'S

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF McDONALD'S CORPORATION AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN CONSENT.

McDONALD'S L/C: 042-1952
CLAYMOORE ENG. NO.

3200 ELDORADO PKWY
McKINNEY, TEXAS

LAST SAVED 3/31/2017 9:29 AM

RECEIVED
By Planning Department at 7:55 am, May 26, 2017

17-641

TITLE: Consider/Discuss/Act on Authorizing the City Manager to Execute a Consent to Assignment of Certain Provisions of a Chapter 380 Economic Incentive and Master Development Agreement by and between the City of McKinney, Texas and Columbus Realty Partners, Ltd. to Facilitate the Construction of Office Building Improvements by Playful Building One, LLC

COUNCIL GOAL: Direction for Strategic Growth

MEETING DATE: June 20, 2017

DEPARTMENT: City Manager
City Attorney

CONTACT: Paul G. Grimes, City Manager
Barry Shelton, Assistant City Manager
Mark S. Houser, City Attorney

RECOMMENDED CITY COUNCIL ACTION:

- Approval of Authorization to the City Manager

ITEM SUMMARY:

- Columbus Realty Partners, Ltd. ("Columbus") desires to enter into an agreement with Playful Building One, LLC ("Playful') to assign its rights under the Chapter 380 Agreement to Playful to allow Playful to construct its Corporate World Headquarters in McKinney. The McKinney Economic Development Corporation has recently granted a package of incentives to Playful to enable it to expand its operations, including construction of its Corporate World Headquarters, in McKinney. Playful is currently operating out of offices in downtown McKinney; however it desires new and larger offices for its operations as a worldwide leader in the video gaming industry. To complete the transaction with Playful, Columbus and Playful must receive the consent of the City to allow for the assignment of the obligations and benefits under the Chapter 380 Agreement. No changes to the City incentives (described below) are being sought.

BACKGROUND INFORMATION:

- In February 2016, the City approved an economic development agreement with Columbus covering a City-owned 9-acre parcel in downtown McKinney. The Project involves the development of multi-family residential/retail building improvements with structured parking for its residents and the public. The City provided conditional, cash incentives and land conveyances to Columbus to complete the Project, subject to the developer performing under the economic development agreement. The conditions require the construction of 320 Class A, residential units, 20,000 square feet of retail, 200 public parking spaces in the parking garage, 119 public street parking spaces, 45,000 square feet of Class A office space in an office building having at least 3 stories, including 125 public parking spaces for use during evenings and weekends. The construction of the residential/retail and office building has defined commencement and completion dates which are also conditions to receiving incentives. The residential/retail improvements are under construction with an expected completion of fall 2018. The office building has a required commencement date of February 1, 2018 with completion date of January 15, 2020.

FINANCIAL SUMMARY: N/A

BOARD OR COMMISSION RECOMMENDATION: N/A

SUPPORTING MATERIALS:

Assignment Agreement
9-Acre Site Plan - Informational Only

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is made and entered into by and between Columbus Realty Partners, Ltd., a Texas limited partnership ("Columbus") and Playful Building One, LLC, a Texas limited liability company ("Playful") to be effective on the ___ day of June, 2017.

Whereas, Columbus heretofore entered into that certain Master Development Agreement dated February 16, 2016, with the City of McKinney, Texas (the "City"), as amended (the "MDA") that contemplates the development by Columbus of a project within the property platted as the Downtown Mixed Use Addition in two (2) phases, Phase I consisting of infrastructure, residential/retail improvements and street parking spaces (the "Phase I Development") and the remainder dealing with the construction of a Class A office space with surface parking (the "Office Improvements"); and

Whereas, Columbus subsequently entered into that certain Agreement of Purchase and Sale dated May 3, 2016, with the City, as seller (the "Office PSA"), for the purchase of Lot 1, Block C of the Downtown Mixed Use Addition (the "Office Property") on which the Office Improvements under the MDA are required to be constructed; and

Whereas, the MDA provides for the payment to Columbus of (i) $1,070,933.71 upon the purchase of the Office Property and (ii) a cash incentive up to the amount of $250,000.00 upon the issuance of a temporary certificate of occupancy for the Office Improvements (such sums being collectively referred to as the "Office Incentive"); and

Whereas, Columbus is interested in assigning to Playful all of its rights and obligations under the MDA relating to the Office Improvements, including the Office Incentive, along with its right, title and interest in and to the Office PSA, subject to the terms and conditions set forth herein; and

Whereas, Playful is interested in receiving an assignment of the Office PSA and the rights of Columbus under the MDA relating to the Office, including the Office Incentive, in exchange for its assumption of the obligations of Columbus relating to the Office Improvements under the MDA.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Columbus and Playful agree as follows:

1. Defined Terms. Each term used herein as a defined term, but not otherwise defined herein, shall have the meaning assigned to such term in the MDA.
2. Assignment of Contract and Partial Assignment of the MDA. Subject to Playful obtaining the written consent of the City, upon ten (10) days written notice from Playful, but in no event later than July14, 2017, (a) Columbus, Playful and the City will execute and deliver an assignment of the Contract (the "Office PSA Assignment") in the form attached hereto as **Exhibit A** and incorporated herein for all purposes, and Playful will contemporaneously pay to Columbus $100,000.00 in readily available funds, and (b) Columbus, Playful and the City will contemporaneously execute and deliver a partial assignment and assumption of

obligations under the MDA in the form attached hereto as **Exhibit B** and incorporated herein for all purposes (the "Partial MDA Assignment").

3. Assistance with City Approvals. Acknowledging that each of the Office PSA Assignment and the Partial MDA Assignment will require the consent of the City, Columbus and Playful agree to work in good faith to obtain such consents. The execution of this Agreement by both parties may be construed as the request by both parties for the assignment of the Office PSA and the partial assignment of the MDA as required in the Office PSA Assignment and the Partial MDA Assignment, respectively. If Columbus and Playful, acting in good faith to obtain such consents, are unable to obtain such consents by June 30, 2017, this Agreement shall be null and void and of no further force or effect, and neither Columbus nor Playful shall have any further obligations hereunder.
4. Failure of Playful to Acquire Office Property or Commence Construction of Office Improvements. In the event Playful fails to purchase the Office Property on or before July 18, 2017, Playful will, at the request of Columbus, reassign the Office PSA to Columbus and reassign to Columbus its rights under the MDA with respect to the Office Improvements at no cost or expense to Columbus. In the event Playful acquires the Office Property but fails to commence construction of the Office Improvements, as required by the MDA, on or before December 1, 2017, for any reason other than Force Majeure, at the written request of Columbus, Playful will convey to Columbus title to the Office Property, together with all plans and specifications relating to such Office Improvements in Playful's possession and subject to Playful's control, and reassign to Columbus its rights under the MDA with respect to the Office Improvements at no cost or expense to Columbus. These obligations on the part of Playful may be enforced by Columbus through a suit for specific performance as its sole and absolute remedy.
5. Notices. Any notice to be provided hereunder by either party to the other must be in writing and be given or served (a) by depositing the same in the United States mail, postage prepaid, certified mail and addressed to the party to be notified as set forth below with return receipt requested or (b) by delivering the same to such party by overnight courier. Notice deposited in the mail in the manner hereinabove described shall be effective two (2) business days' from deposit; any other notice shall be effective upon receipt by the party to whom such notice is delivered. For purposes of this Agreement, the addresses of the parties shall, until changed, be as follows:

Columbus: Columbus Realty Partners, Ltd.
8343 Douglas, Suite 360
Dallas, TX 75225
Attn: Robert Shaw

Playful: Playful Building One, LLC
221B E. Louisiana Street
McKinney, TX 75069
Attn: Mr. Gage Galinder

6. Miscellaneous.
    a. This Agreement represents the complete understanding and agreement of the parties hereto relating to the subject matter hereof and may not be amended or modified except by a written document executed by both parties hereto.
    b. This Agreement shall be governed by the laws of the State of Texas and venue for all purposes hereunder shall lie in Collin County, Texas.
    c. For purposes of this Agreement, the term "force majeure" shall mean and include any event beyond the reasonable control of Playful.
    d. Time is of the essence in this Agreement.

Executed by the parties below to be effective on the date first written above.

COLUMBUS REALTY PARTNERS, LTD.,
a Texas limited partnership

By: Columbus G.P., LLC,
a Texas limited liability company,
General Partner

By: _____
Robert Shaw, President

PLAYFUL BUILDING ONE, LLC,
a Texas limited liability company

By: _____
Paul Bettner, President

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF AGREEMENT FOR PURCHASE AND SALE

This Assignment and Assumption of Agreement of Purchase and Sale, executed this _____ day of _____, 2017, by and between Columbus Realty Partners, Ltd., a Texas limited partnership ("Assignor") and Playful Building One, LLC, a Texas limited liability company ("Assignee");

W I T N E S S E T H :

WHEREAS, Assignor is purchaser pursuant to that certain Agreement of Purchase and Sale dated May 3, 2016, with the City of McKinney, Texas, as seller, concerning Lot 1, Block C of the Downtown McKinney Mixed Use Addition (the "Contract"); and

WHEREAS, Assignor desires to assign the Contract to Assignee in consideration for Assignee's assumption of Assignor's obligations thereunder;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer and set over unto Assignee without warranty or recourse all of its right, title and interest in and to the Contract and Assignee agrees to assume the performance of all obligations to be performed by Assignor pursuant to the Contract.

WITNESS THE EXECUTION HEREOF on the date set out above.

ASSIGNOR:

COLUMBUS REALTY PARTNERS, LTD.,
A Texas limited partnership

By: Columbus G.P., LLC,
a Texas limited liability company,
its general partner

By: _____
Robert Shaw, President

ASSIGNEE:

PLAYFUL BUILDING ONE, LLC,
a Texas limited liability company

By: _____
Name: Paul Bettner
Its: President

SELLER CONSENT

The City of McKinney, Texas, a municipal corporation, as seller under the Contract, hereby consents to the foregoing Assignment and Assumption.

THE CITY OF MCKINNEY, TEXAS,
a municipal corporation

By: _____
Paul Grimes, City Manager

EXHIBIT B

PARTIAL ASSIGNMENT OF RIGHTS AND ASSUMPTION OF OBLIGATIONS UNDER MASTER DEVELOPMENT AGREEMENT

This Partial Assignment of Rights and Assumption of Obligations Under Master Development Agreement (this "Assignment"), executed this _____ day of _____, 2017, by and between Columbus Realty Partners, Ltd., a Texas limited partnership, ("Assignor") and Playful Building One, LLC, a Texas limited liability company ("Assignee");

W I T N E S S E T H:

WHEREAS, Assignor is party to that certain Chapter 380 Economic Incentive and Master Development Agreement with the City of McKinney, Texas, a municipal corporation, dated February 16, 2016, as amended (the "MDA"); and

WHEREAS, the MDA contemplates the development by Assignor of a project in two phases, Phase 1 consisting of infrastructure, residential/retail improvements, and street parking spaces (the "Phase 1 Development") and the remainder dealing with construction of Class A office space with surface parking (the "Office Improvements"); and

WHEREAS, Assignor desires to assign to Assignee its rights under the MDA relating to the Office Improvements in return for Assignee's assumption of all obligations under the MDA relating to the Office Improvements;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Assignor hereby transfers, assigns and sets over unto Assignee all of Assignor's rights relating to the Office Improvements pursuant to the MDA, including, but not limited to those arising pursuant to Sections 3.2.3, 3.2.4, and Article 4 of the MDA and its rights pursuant to Section 3.3 and Section 5.4 of the MDA, insofar as rights under Section 3.3 and Section 5.4 pertain to the Office Improvements.

Assignee hereby assumes all obligations of Assignor relating to the Office Improvements pursuant to the MDA, including but not limited to those arising pursuant to Article 4, Section 5.2 and Section 5.5 of the MDA.

IN WITNESS WHEREOF, this Assignment has been executed as of the date first written above.

ASSIGNOR:

COLUMBUS REALTY PARTNERS, LTD.,
a Texas limited partnership

By: Columbus G.P., LLC,
a Texas limited liability company,
its general partner

By: _____
Robert Shaw, President

ASSIGNEE:

PLAYFUL BUILDING ONE, LLC,
a Texas limited liability company

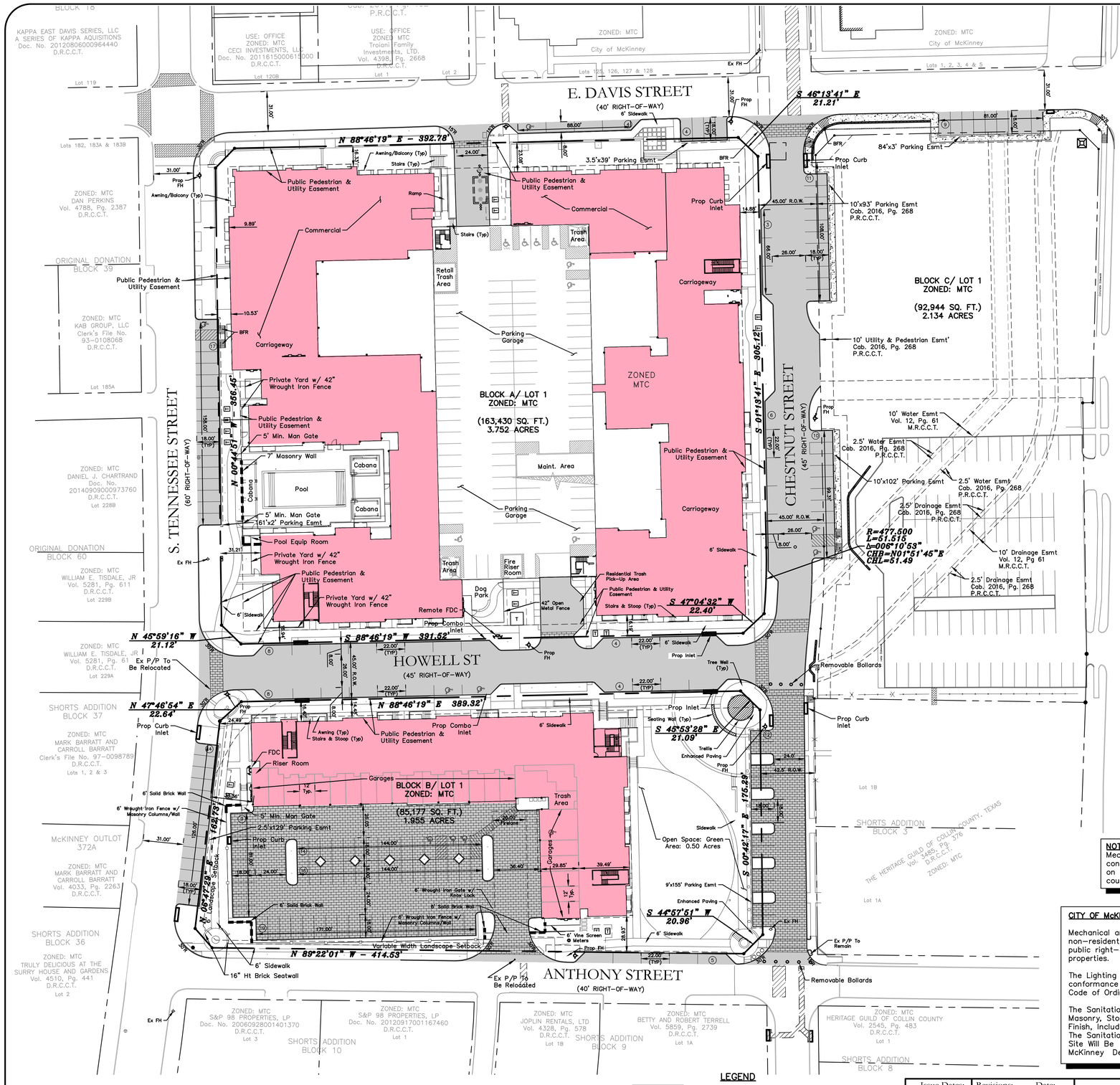
By: _____
Name: Paul Bettner
Its: President

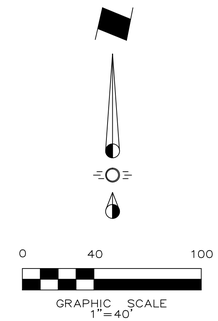
CONSENT

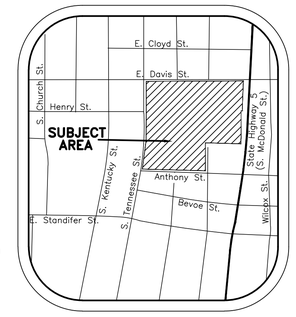
The City of McKinney, Texas, a municipal corporation ("City"), hereby consents to the foregoing Assignment and Assumption and releases Assignor from the obligations relating to the Office Improvements arising under the MDA assumed by Assignee hereunder, subject to the condition that in the event that Assignor shall default in any of its obligations pursuant to Article 2 of the MDA, neither Assignor nor Assignee shall be entitled to the Incentive Amount stated in Section 3.2.4 of the MDA or to any impact fee waiver pursuant to Section 3.3 of the MDA. The City releases Assignor and Downtown McKinney PT MFA, L.P., a Delaware limited partnership ("Phase I Owner") from all obligations relating to the Office Improvements pursuant to the MDA and agrees that in no event shall a default by Assignee pursuant to the MDA relating to the Office Improvements, constitute a default by Assignor or Phase I Owner pursuant to the MDA.

THE CITY OF MCKINNEY, TEXAS,
a Municipal corporation

By: _____
Paul Grimes, City Manager







VICINITY MAP
NTS

Site Data Table

Lot 1, Block A Downtown McKinney Mixed Use Addition

Zoning:	McKinney Town Center (MTC) Downtown Core District	
Use:	Commercial / Multi-Family	
Lot Area:	3.752 Acres (163,430 S.F.)	
Density:	70.90 Units/Acres	
Building Height:	64' to Top of Parapet	
Building Floors:	4 Stories	
Area Breakdown		
Retail Area	20,000 S.F.	
Misc. Area	6,000 S.F.	(area includes Leasing, Wellness, Wet Lounge, Mail)
Residential Area	250,000 S.F.	
Total Building Area:	276,000 S.F.	
Unit Breakdown:		
Efficiency	56	
One Bedroom	161	
Two Bedroom	49	
Total Units:	266	
Building Footprint:	119,000 S.F.	
Floor Area Ratio:	1.69 :1	
Lot Coverage:	73%	
Required Off-Street Parking :	1 space per bedroom	
1 Bedroom/Eff =	217 Spaces	
2 Bedroom =	98 Spaces	
Total Required=	315 Spaces	
Parking Summary		
Parking Garage - Public Spaces	201 Spaces	
Parking Garage - Private Spaces	322 Spaces	
On-Street Parking	75 Spaces	
Total Provided Parking	598 Spaces	

Lot 1, Block B Downtown McKinney Mixed Use Addition

Zoning:	McKinney Town Center (MTC) Downtown Core District	
Use:	Multi-Family	
Lot Area:	1.955 Acres (85,177 S.F.)	
Density:	32.74 Units/Acres	
Building Height:	40' to Top of Parapet	
Building Floors:	3 Stories	
Area Breakdown		
Misc. Area	9,300 S.F.	(area includes Garages, Mail)
Residential Area	61,300 S.F.	
Total Building Area:	70,600 S.F.	
Unit Breakdown:		
Efficiency	3	
One Bedroom	42	
Two Bedroom	19	
Total Units:	64	
Building Footprint:	24,100 S.F.	
Floor Area Ratio:	0.83 :1	
Lot Coverage:	28%	
Required Off-Street Parking :	1 space per unit	
64 Units =	64 Spaces	
Total Required=	64 Spaces	
Parking Summary		
Garage Parking	23 Spaces	
Surface Parking	58 Spaces	
Total Off-Street Parking =	81 Spaces	
On-Street Parking =	44 Spaces	
Total Provided Parking =	125 Spaces	

NOTE
Mechanical and Heating and air conditioning equipment will be located on the roof or inside the interior courtyards.

CITY OF McKINNEY STANDARD NOTES:

Mechanical and Heating and air conditioning equipment in non-resident uses shall be screened from view from the public right-of-way and from adjacent residential properties.

The Lighting for the subject property will be constructed in conformance with Chapter 58 of the City of McKinney Code of Ordinances.

The Sanitation Container Screening Walls Will Be Brick Masonry, Stone Masonry, Or Other Architectural Masonry Finish, Including A Metal Gate, Primed And Painted, And The Sanitation Container Screening Walls, Gate, And Pad Site Will Be Constructed In Accordance With The City Of McKinney Design Specifications.

Building Permit Copy per Planning Department
01/06/2017

LEGEND

Roadway Pavement/Fire Lane

Enhanced Paving

NOTE: THIS IS NOT A CONSTRUCTION DOCUMENT.
THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY.

ENGINEER:
Cross Engineering Consultants, Inc.
131 S. Tennessee St.
McKinney, Texas 75069
Phone (972) 562-4409
Fax (972) 562-4471
Contact: Jon David Cross, P.E.

OWNER/DEVELOPER:
Columbus Realty Partners, LTD.
8343 Douglas Avenue, Ste 360
Dallas, Texas 75225
Phone (214) 6354732
Contact: Hunter Williams

ARCHITECT:
JHP Architecture / Urban Design, PC
8340 Meadow Road, Ste 150
Dallas, Tx. 75231
Phone (214) 363-5687
Contact: Sheila Kleinpeter

SURVEYOR:
Ringley & Associates
701 S. Tennessee St.
McKinney, TX. 75069
Phone (972) 542-1266
Fax (972) 542-8682
Contact: Lawrence Ringley

Issue Dates:	Revisions: Date:
1 08/03/2016	1
2 10/28/2016	2
3 12/05/2016	3
4 12/17/2016	4
5 12/29/2016 Released For Construction	5
	6

CROSS ENGINEERING CONSULTANTS
131 S. Tennessee St. McKinney, Texas 75069
972.562.4409 Texas P.E. Firm No. F-5935

Drawn By:	Checked By:	Scale:
C.E.C.I.	C.E.C.I.	1" = 40'

SITE PLAN

DOWNTOWN MCKINNEY BLOCKS A&B
COLUMBUS REALTY PARTNERS, LTD.
CITY OF MCKINNEY, TEXAS

Sheet No. SP

Project No. 15053

DOWNTOWN MCKINNEY BLOCKS A&B

17-045DA

TITLE: Consider/Discuss/Act on a Resolution Authorizing a Second Amendment to Consent Agreements Regarding Bond Authority for Two (2) Existing Municipal Utility Districts: Municipal Utility District No. 1 and Municipal Utility District No. 2 - Trinity Falls

COUNCIL GOAL: Direction for Strategic & Economic Growth

MEETING DATE: June 20, 2017

DEPARTMENT: City Manager

CONTACT: Barry Shelton, AICP, Assistant City Manager
Michael Quint, Executive Director of Development Services
Mark Houser, City Attorney
Brandon Opiela, Development Manager

RECOMMENDED CITY COUNCIL ACTION:

- Approve Resolution

ITEM SUMMARY:

- The current Owner and applicant, Trinity Falls Holdings, LP, a Delaware limited partnership is requesting approval of the second amendment to consent agreements that would increase the amount of debt available for issuance by the two (2) MUDs, in the aggregate from $262,800,000 to $318,000,000.

- Subsequent to the first amendment to the consent agreements, the owner has pursued the purchase and annexation of approximately 271 acres (the “Frazier Tract”) into the Trinity Falls MUDs and is requesting to increase the bond authority cap to account for the additional infrastructure costs associated with the “Frazier Tract” being developed and integrated into Trinity Falls.

- If approved, the increased bond authority will allow the Owner to continue to honor its obligations under the governing regulations for items such as infrastructure facilities and roadway construction.

- Specifically, the consent agreement amendments embody terms of the City's consent particularly in the areas of debt issuance, debt limits, and expenditures. The proposed consent agreements would authorize $318,000,000 in aggregate bond debt issued by MUD #1 and MUD #2, plus an annual 3% escalation amount added to authorized, but unissued, bond debt. The proposed $318,000,000 for MUD #1 and MUD #2 is an increase of $55,200,000 over the current amount authorized under the agreements approved in November 2016. The Districts will be obligated for the ongoing performance of certain Owner responsibilities after the expiration of the Development Agreement, such as the Park Fee, police and fire services and the Collin County Outer Loop escrow/conveyance. Staff recommends approval of the proposed consent agreements conditioned upon the City Council's approval of the related Third Amendment to the Trinity Falls Development Agreement.

- The associated Third Amendment to the 2012 Trinity Falls Development Agreement is being considered concurrently with this amended consent agreement request.

BACKGROUND INFORMATION:

- On December 5, 2006, the City of McKinney approved a Consent Ordinance and interrelated agreements with Marlin Atlantis, the former developer of the approximately 1,600 acre property within McKinney's ETJ known as Trinity Falls, allowing the creation of two Municipal Utility Districts (MUDs).

- On December 4, 2012, the City of McKinney approved consent agreements authorizing $103,000,000 (MUD No. 1) and $94,000,000 (MUD No. 2) in bond debt.

- On July 19, 2016, the City of McKinney approved the first amendment to the consent agreements regarding bond authority for MUD No. 1 and MUD No. 2, authorizing $262,800,000 in aggregate bond debt issued by MUD No. 1 and MUD No. 2, plus an annual 3% escalation amount added to authorized, but unissued, bond debt. This was an increase of $43,800,000 over the amount authorized under the agreements approved in 2012. The current consent agreements have been attached.

FINANCIAL SUMMARY: Included in Item Summary above.

BOARD OR COMMISSION RECOMMENDATION: N/A

SUPPORTING MATERIALS:

Proposed Resolution
Proposed 2nd Amend. Consent MUD 1
Proposed 2nd Amend. Consent MUD 2

1st Amendment to Consent MUD 1
1st Amendment to Consent MUD 2
2012 Consent Agreement MUD 1
2012 Consent Agreement MUD 2
Applicant Presentation

RESOLUTION NO. 2017-06-_____ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, APPROVING AMENDMENTS TO THE FIRST AMENDMENT TO 2012 AGREEMENT CONCERNING CREATION AND OPERATION OF McKINNEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY AND THE FIRST AMENDMENT TO 2012 AGREEMENT CONCERNING CREATION AND OPERATION OF McKINNEY MUNICIPAL UTILITY DISTRICT NO. 2 OF COLLIN COUNTY AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY FROM AND AFTER ITS PASSAGE AND ADOPTION

WHEREAS, the City of McKinney, Texas ("City") is a party to that certain First Amendment to 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 1 of Collin County, and;

WHEREAS, the City desires to enter into that certain Second Amendment to 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 1 of Collin County ("Amendment No. 1"), and;

WHEREAS, the City is a party to that certain First Amendment to 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 2 of Collin County; and;

WHEREAS, the City desires to enter into that certain Second Amendment to 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 2 of Collin County ("Amendment No. 2"); and;

WHEREAS, the approval and execution of Amendment No. 1 and Amendment No. 2 are in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, THAT:

Section 1. The foregoing recitals are hereby incorporated into the body of this Resolution.

Section 2. The City Council has determined that Amendment No. 1 and Amendment No. 2 are in the best interest of the City, and the City Council hereby approves Amendment No. 1 and Amendment No. 2.

Section 3. The City Manager is hereby authorized to execute and deliver Amendment No. 1 and Amendment No. 2 on behalf of the City, including any non-substantive modifications thereto which are consistent with this Resolution.

Section 4. This Resolution shall take effect immediately from and after the date of its passage and it is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, ON THE 20th DAY OF JUNE, 2017.

CITY OF McKINNEY, TEXAS

_____
GEORGE C. FULLER
Mayor

ATTEST:

_____
SANDY HART, TRMC, MMC
City Secretary
Denise Vice, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

_____
MARK S. HOUSER
City Attorney

SECOND 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 SECOND AMENDMENT TO 2012 AGREEMENT CONCERNING CREATION AND OPERATION OF MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY (the "Second Amendment"), is made and entered into as of _____, 2017 (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"); TRINITY FALLS HOLDINGS LP, a Delaware 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, CH-B Trinity Falls, LP (the "Prior 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"), and that certain First Amendment to 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 1 of Collin County (the "First Amendment"), collectively (the "Agreement"), attached hereto as Exhibit "A"; and

WHEREAS, Owner is the successor-in-interest to the Prior Owner; and

WHEREAS, Owner intends to annex a 271-acre tract into McKinney Municipal Utility District No. 2 of Collin County ("MUD 2"), such tract being described on Exhibit "B" attached hereto (the "Frazier Tract"); 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. Owner. The term "Owner" as utilized in the 2012 Agreement, the First Amendment and the Second Amendment shall mean "Trinity Falls Holdings LP."

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

3. Limitation on Issuance of Bonds. Upon annexation of the Frazier Tract into MUD 2, and the City granting its consent thereto, 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 $318,000,000.00, 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 Second 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 and MUD2. 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."

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

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

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:

ATTEST:

CITY OF MCKINNEY

_____
_____ City Secretary

By: _____
Name: _____
Its: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

_____
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

[SEAL]

Printed Name: _____

My Commission Expires: _____

OWNER:

TRINITY FALLS HOLDINGS LP,
a Delaware limited partnership,

By: JOHNSON TRINITY FALLS GP LLC,
a Texas limited liability company,
its general partner

By:_____

Name: Larry D. Johnson

Title: Manager

Date:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me, on the ___ day of _____, ____, by Larry D. Johnson, Manager of Johnson Trinity Falls GP LLC, a Texas limited liability company and general partner of Trinity Falls Holdings LP, a Delaware limited partnership, on behalf of said limited partnership.

_____

Notary Public, State of Texas

[SEAL]

Printed Name:_____

My Commission Expires:_____

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 First Amendment and the 2012 Agreement

EXHIBIT B

The Frazier Tract

SECOND AMENDMENT TO
2012 AGREEMENT CONCERNING CREATION AND OPERATION OF MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 2 OF COLLIN COUNTY

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This SECOND AMENDMENT TO 2012 AGREEMENT CONCERNING CREATION AND OPERATION OF MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 2 OF COLLIN COUNTY (the "Second Amendment"), is made and entered into as of _____, 2017 (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"); TRINITY FALLS HOLDINGS LP, a Delaware limited partnership (the "Owner"); and MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 2 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, CH-B Trinity Falls, LP (the "Prior Owner") and the District have heretofore entered into that certain 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 2 of Collin County (the "2012 Agreement"), and that certain First Amendment to 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 2 of Collin County (the "First Amendment"), collectively (the "Agreement"), attached hereto as Exhibit "A"; and

WHEREAS, Owner is the successor-in-interest to the Prior Owner; and

WHEREAS, Owner intends to annex a 271-acre tract into the District, such tract being described on Exhibit "B" attached hereto (the "Frazier Tract"); 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. Owner. The term "Owner" as utilized in the 2012 Agreement, the First Amendment and the Second Amendment shall mean "Trinity Falls Holdings LP."

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

3. Limitation on Issuance of Bonds. Upon annexation of the Frazier Tract into the District, and the City granting its consent thereto, 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. 1 of Collin County ("MUD1") 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 $318,000,000.00, 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 any 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 MUD1 have, on even date herewith, entered into and executed that certain Second Amendment to 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 1 of Collin County (the "MUD1 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 and MUD1. 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."

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

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

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:

ATTEST:

CITY OF MCKINNEY

_____
_____ 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

[SEAL]

Printed Name: _____

My Commission Expires: _____

OWNER:

TRINITY FALLS HOLDINGS LP,
a Delaware limited partnership,

By: JOHNSON TRINITY FALLS GP LLC,
a Texas limited liability company,
its general partner

By:_____

Name: Larry D. Johnson

Title: Manager

Date:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me, on the ___ day of _____, ____, by Larry D. Johnson, Manager of Johnson Trinity Falls GP LLC, a Texas limited liability company and general partner of Trinity Falls Holdings LP, a Delaware limited partnership, on behalf of said limited partnership.

_____

Notary Public, State of Texas

[SEAL]

Printed Name:_____

My Commission Expires:_____

DISTRICTS:

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:_____

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:_____

EXHIBIT A

The First Amendment and the 2012 Agreement

EXHIBIT B

The Frazier Tract

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

Received
JUL 20 2016
City Secretary

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 July 20, 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:

ATTEST:

Sandy Hart 7/20/16
SANDY HART City Secretary

CITY OF MCKINNEY

By: Thomas H Muehlenbeck
Name: By Tom Muehlenbeck, Interim City
Its: Manager and authorized signatory
Date: 7/20/16

APPROVED AS TO FORM:

City Attorney

CITY OF McKINNEY TEXAS COLLIN COUNTY

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me, on the 20 day of July, 2016, by Tom Muehlenbeck, City Manager of the City of McKinney, Texas on behalf of said city.

Amy Jeter
Notary Public, State of Texas

[SEAL]

Printed Name: Amy Jeter
My Commission Expires: 2018

AMY JETER
Notary Public
STATE OF TEXAS
My Comm. Exp. June 13, 2018

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 DALLAS §

This instrument was acknowledged before me, on the 19th day of July, 2016, 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

[SEAL]

Printed Name: Lisa D Dorsey

My Commission Expires: 06-19-2017

LISA D DORSEY
NOTARY PUBLIC
STATE OF TEXAS
ID 618071-3
EXP. 06-19-2017

DISTRICTS:

MCKINNEY MUNICIPAL UTILITY
DISTRICT NO. 1 OF COLLIN COUNTY

By: _____

Its: President, Board of Directors

Date: 7/19/16

STATE OF Texas §
§
COUNTY OF Dallas §

This instrument was acknowledged before me, on the 19 day of July, 2016, by Ryan Burkhardt, 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: Misty C. Bush

My Commission Expires: 10-29-2018

MISTY C. BUSH
Notary Public, State of Texas
Comm. Expires 10-29-2018
Notary ID 130008472

MCKINNEY MUNICIPAL UTILITY
DISTRICT NO. 2 OF COLLIN COUNTY

By: _____

Its: President, Board of Directors

Date: 7/19/16

STATE OF Texas §
§
COUNTY OF Dallas §

This instrument was acknowledged before me, on the 19 day of July, 2016, by Ian McDuffee, 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: Misty C. Bush

My Commission Expires: 10-29-2018

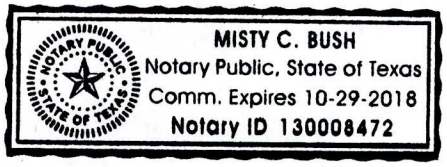


EXHIBIT A

The 2012 Agreement

FIRST AMENDMENT TO
2012 AGREEMENT CONCERNING CREATION AND OPERATION OF MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 2 OF COLLIN COUNTY

Received
JUL 20 2016
City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This FIRST AMENDMENT TO 2012 AGREEMENT CONCERNING CREATION AND OPERATION OF MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 2 OF COLLIN COUNTY (the "Amendment"), is made and entered into as of July 20, 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. 2 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. 2 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. 1 of Collin County ("MUD1") 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 1of 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. 1 of Collin County ("MUD1") 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. 1 of Collin County (the "MUD1 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, MUD1, 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:

ATTEST:

Sandy Hart 7/20/16
SANDY HART City Secretary

CITY OF MCKINNEY

By: Thomas H Muehlenbeck
Name: By Tom Muehlenbeck, Interim City Manager and authorized signatory
Its:
Date: 7/20/16

APPROVED AS TO FORM:

City Attorney

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me, on the 20 day of July, 2016, by Tom Muehlenbeck, City Manager of the City of McKinney, Texas on behalf of said city.

Amy Jeter
Notary Public, State of Texas
Printed Name: Amy Jeter
My Commission Expires: 2018

[SEAL]

AMY JETER
Notary Public
STATE OF TEXAS
My Comm. Exp. June 13, 2018

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 DALLAS §

This instrument was acknowledged before me, on the 19th day of July, 2016, 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

[SEAL]

Printed Name: Lisa D Dorsey

My Commission Expires: 06-19-2017

LISA D DORSEY
NOTARY PUBLIC
STATE OF TEXAS
ID 618071-3
EXP. 06-19-2017

DISTRICTS:

MCKINNEY MUNICIPAL UTILITY
DISTRICT NO. 2 OF COLLIN COUNTY

By: Ian McDuffee
Its: Vice President, Board of Directors
Date: 7/19/16

STATE OF Texas §
§
COUNTY OF Dallas §

This instrument was acknowledged before me, on the 19th day of July, 2016 by Ian McDuffee, President of the Board of Directors of the McKinney Municipal Utility District No. 2 of Collin County, on behalf of said district.

Misty C. Bush
Notary Public, State of Texas
Printed Name: Misty C. Bush
My Commission Expires: 10-29-2018

[SEAL]

MISTY C. BUSH
Notary Public, State of Texas
Comm. Expires 10-29-2018
Notary ID 130008472

MCKINNEY MUNICIPAL UTILITY
DISTRICT NO. 1 OF COLLIN COUNTY

By:
Its: President, Board of Directors
Date: 7/19/16

STATE OF Texas §
§
COUNTY OF Dallas §

This instrument was acknowledged before me, on the 19 day of July, 2016, by Ryan Burkhardt, President of the Board of Directors of the McKinney Municipal Utility District No. 1 of Collin County, on behalf of said district.

Misty C. Bush
Notary Public, State of Texas

[SEAL]

Printed Name: Misty C. Bush

My Commission Expires: 10-29-2018

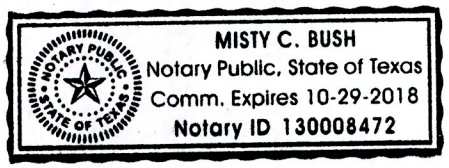


EXHIBIT A

The 2012 Agreement

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

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 1 of Collin County (this "Agreement") is entered into by the City of McKinney, Texas, (the "City"), CH-B Trinity Falls, LP, a Texas limited partnership ("Owner"), and the 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").

ARTICLE I
RECITALS

1.01 Owner is the owner of approximately 876.089 acres in Collin County, Texas, as shown on **Exhibit A** as M.U.D. No. 1 Tracts "A" and "B" and described on **Exhibit B** attached to this Agreement (the "Development"). The Development lies entirely within the City's extraterritorial jurisdiction ("ETJ").

1.02 Section 42.042 of the Texas Local Government Code requires that an applicant request a city's written consent to create a municipal utility district within a city's ETJ.

1.03 On December 5, 2006, a petition entitled "Petition Requesting Consent for the Creation of a Municipal Utility District" requesting the consent of the City to the creation of the District was filed with the City Secretary's Office.

1.04 The City Council of the City adopted Ordinance No. 2006-12-140 dated December 5, 2006, consenting to the creation of the District (the "Consent Ordinance").

1.05 Owner intends to submit a petition to the City requesting that the Development be annexed for limited purposes by the City pursuant to a Strategic Partnership Agreement for the exclusive and limited purpose of allowing the City to impose a sales and use tax within the Development.

1.06 The prior owners of the Development (MA-BBO FIVE, LP and MA BB OWEN, LP), the City, and the District entered into that certain Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 1 of Collin County (as executed by the prior owners on December 14, 2006, by the City on December 18, 2006, and by the District on February 24, 2012, the "Original District Agreement").

1.07 Owner is the successor in interest to the prior owners of the Development, which prior owners have no continuing right, title, or interest of any kind in and to the Development or any agreements related to the Development.

1.08 Owner, the City, and the District intend to enter into this Agreement to amend and restate in its entirety the Original District Agreement.

1.09 Owner, the City, and the District intend that when this Agreement has been fully executed the Original District Agreement shall be automatically and unconditionally terminated and of no further force and effect.

1.10 Owner, the City, and the District intend that the purposes of this Agreement are to set out the mutually agreeable terms and conditions relating to the creation and operation of the District, which are the provisions under which the City adopted the Consent Ordinance. It is an essential element of the granting of the City's consent to the creation of the District.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, the Parties contract and agree as follows:

ARTICLE II
DEFINITIONS

2.01 "Agreement" means this 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 1 of Collin County.

2.02 "Assignee" means a successor to Owner as defined in Section 10.09(b) of this Agreement.

2.03 "Attorney General" means the Attorney General of the State of Texas.

2.04 "Board" means the Board of Directors of the District.

2.05 "Bond" means (a) any instrument, including a bond, note, certificate of participation, or other instrument evidencing a proportionate interest in payments, due to be paid by the District, or (b) any other type of obligation that (1) is issued or incurred by the District under the District's borrowing power, without regard to whether it is subject to annual appropriation, and (2) is represented by an instrument issued in bearer or registered form or is not represented by an instrument but the transfer of which is registered on books maintained for that purpose by or on behalf of the District. The term shall include obligations issued to refund outstanding Bonds, but shall not include reimbursement agreements entered into between the District and a developer of the Development or bond anticipation notes.

2.06 "Bond Limit Amount" means the maximum amount of Bonds, excluding refunding Bonds, that may be issued by the District pursuant to Section 5.03 of this Agreement.

2.07 "CCN" means a certificate of convenience and necessity or similar permit issued by the TCEQ authorizing a specified entity to be the retail water or sewer service provider in a specified area.

2.08 "City" means the City of McKinney, Texas, a home rule municipality located in Collin County.

2.09 "City Attorney" means the City Attorney of the City.

2.10 "City Council" means the City Council of the City.

2.11 "City Manager" means the City Manager of the City.

2.12 "City Objection" means an objection by the City to a Bond issue as defined in Section 5.09 of this Agreement.

2.13 "Consent Ordinance" means Ordinance No. 2006-12-140 adopted by the City Council and dated December 5, 2006.

2.14 "City Secretary" means the City Secretary of the City.

2.15 "Consent Petition" means the petition submitted by Owner to the City requesting the City's consent to the creation of the District and to the Road Project.

2.16 "Development" means that certain 876.089-acre tract located in Collin County, Texas as shown on **Exhibit A** and described on **Exhibit B**.

2.17 "Development Agreement" means the 2012 Development Agreement dated December 4, 2012, by and between the City and Owner, as amended.

2.18 "District" means the McKinney Municipal Utility District No. 1 of Collin County and any other district created within the Development by dividing the District into two new districts.

2.19 "District Confirmation Date" means May 8, 2010.

2.20 "Effective Date" means the date on which the Consent Ordinance was adopted by the City.

2.21 "ETJ" means the extraterritorial jurisdiction of a city as defined by the Texas Local Government Code, as amended.

2.22 "Infrastructure" means all water, wastewater, drainage, roadway and other infrastructure improvements installed or constructed to serve the Development, whether located within or outside the Development.

2.23 "Major Items" means those matters set forth in Section 5.02(a)-(e) of this Agreement.

2.24 "Notice" means notice as defined in Section 10.01 of this Agreement.

2.25 "Original District Agreement" is defined in Section 1.06.

2.26 "Owner" means CH-B Trinity Falls, LP, a Texas limited partnership.

2.27 "Party" means, individually, the City, Owner, or the District, their successors and Assigns as permitted by this Agreement.

2.28 "Parties" mean, collectively, the City, Owner, and the District, and their successors and Assigns as permitted by this Agreement.

2.29 "Road Project" means the construction, acquisition, improvement, maintenance, and operation of all macadamized, graveled, or paved roads and turnpikes and improvements in aid of such roads and turnpikes located within and outside the District.

2.30 "Strategic Partnership Agreement" means the Strategic Partnership Agreement as defined in the Development Agreement.

2.31 "TCEQ" means the Texas Commission on Environmental Quality or its successor state agency.

ARTICLE III
CITY CONSENTS

In accordance with the terms of this Agreement, the City consents to: (a) the creation of the District over the Development; (b) the District undertaking the Road Project; (c) the calling and holding of an election within the District to confirm the creation of the District and carry out the District's business; and (d) the division of the District into two new districts. The consents given by this Article III are irrevocable and unconditional.

ARTICLE IV
EXECUTION OF AGREEMENTS

4.01 Documents To Be Executed. Owner covenants and agrees to cause the District to approve, execute, and deliver to the City this Agreement and the Strategic Partnership Agreement within ninety (90) days after the receipt of a written request by the City.

4.02 Issuance of Bonds. If the District fails to approve, execute, and deliver to the City this Agreement or the Strategic Partnership Agreement within the time frame required by Section 4.01 and such failure is not cured within fifteen (15) days after Notice from the City to Owner and the District, such failure shall constitute a material breach of this Agreement by Owner and shall operate to prohibit the District from taking any affirmative act to issue Bonds until the failure has been cured. The City shall have all rights to enjoin the issuance of Bonds during any period in which a material breach exists under this Section 4.02.

4.03 Reimbursement. If Owner fails to cause the District to approve, execute, and deliver to the City this Agreement or the Strategic Partnership Agreement within the time frame required by Section 4.01 and such failure is not cured within fifteen (15) days after Notice from

the City to Owner and the District, then Owner shall not, from and after the date of such failure, enter into any agreements with the District or seek reimbursement from the District for any expenses incurred in connection with the District or development of the Development until the failure has been cured.

ARTICLE V
ISSUANCE OF BONDS AND CONSENT TO ROAD PROJECT

5.01 Issuance of Bonds. The District may issue Bonds as permitted by law and this Agreement. Except as authorized by this Agreement, the District shall not issue Bonds without prior approval of the City Council.

5.02 Purposes. The purposes for which the District may issue Bonds without approval of the City Council shall be restricted to the following (collectively, "Major Items"):

(a) Purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

(1) Provide a water supply for the District for municipal, domestic, and commercial uses;

(2) Collect, transport, process, dispose of, and control all domestic, commercial, industrial or communal wastes from the District, whether in fluid, solid, or composite state;

(3) Gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District; and

(4) Undertake the Road Project as set forth in Section 5.03.

(b) Payment of organization expenses, initial operation expenses, cost of issuance, interest during construction and capitalized interest;

(c) Establishment, operation, and maintenance of a police and fire department to perform police, fire-fighting and other emergency services within the District;

(d) Purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment, and other items related to recreational facilities, including without limiting, parks, landscaping, parkways, greenbelts, sidewalks, trails, public right-of-way beautification projects, street lighting and security lighting as described in Texas Water Code §§ 49.461-49.466 or as permitted under Texas Water Code §54.201; and

(e) Refunding of any outstanding Bonds of the District for a debt service savings; provided, however, that any such refunding Bonds otherwise satisfy the requirements of this Agreement.

5.03 Road Project. 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, the District agrees that the total amount of Bonds issued by the District for all purposes (excluding refunding Bonds) shall not exceed $125,000,000.00, less 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 (the "Bond Limit Amount"), unless specifically approved by the City Council. Owner and the District 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.

5.04 Bond Requirements. The District shall obtain all necessary authorizations for Bonds issued to finance the Major Items and the acquisition or construction of Infrastructure for the benefit of the District in accordance with this Agreement and laws applicable to the District. Unless waived by the City in writing, all Bonds issued by the District shall comply with the following requirements:

(a) Maximum maturity of 25 years for any one series of Bonds; and

(b) Interest rate that does not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one month period immediately preceding the date that the notice of the sale of such Bonds is given; and

(c) The Bonds shall expressly provide that the District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10th) anniversary of the date of issuance, without premium. No variable rate Bonds shall be issued by the District without City Council approval; and

(d) Any refunding Bonds of the District must provide for a minimum of three percent (3%) present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds unless approved by the City Council; and

(e) No Bonds shall be issued having an issuance date more than twenty (20) years after the first record plat is recorded within the District.

5.05 Certifications. With respect to any matter required by this Article V to be certified in writing, this Agreement also requires, and the District hereby warrants, that every statement in any certification shall be true and correct in all material respects and that the person signing the certification has been given the requisite authority to do so on behalf of the District.

5.06 Economic Feasibility. Before submission of an application for approval of issuance of Bonds to the TCEQ or the Attorney General, whichever occurs first, the District's

financial advisor shall certify in writing to the City Secretary, City Manager, and City Bond Counsel that the Bonds will be issued within the then-current economic feasibility guidelines established by the TCEQ for districts in Collin County.

5.07 Notice of Bond Issues. At least thirty (30) days before submission of an application for approval of issuance of Bonds to the TCEQ or the Attorney General, whichever occurs first, the District shall deliver to the City Secretary, City Manager, and City Bond Counsel the certification required by Section 5.06 of this Agreement and Notice containing: (a) the amount of Bonds being proposed for issuance; (b) a general description of the projects to be funded and/or the Bonds to be refunded by such Bonds; and (c) the proposed debt service and District tax rate after issuance of the Bonds. If the District is not required to obtain TCEQ approval of the issuance of the Bonds, the District shall deliver such certification and Notice to the City Secretary, City Manager, and City Bond Counsel at least sixty (60) days prior to issuance of Bonds, except refunding Bonds, by the District.

5.08 Compliance with Agreements. At least thirty (30) days before submission of an application for approval of issuance of Bonds to the TCEQ or the Attorney General, whichever occurs first, the District shall certify in writing to the City Secretary, City Manager, and City Bond Counsel that the District and Owner are not in breach of any of the Consent Ordinance, this Agreement, or the Strategic Partnership Agreement.

5.09 Bond Objections. The City shall have a period of thirty (30) days after receiving the last of the certifications and Notices required by Sections 5.07 and 5.08 of this Agreement within which to object to the Bonds. If the City fails to object to a proposed Bond issue within such 30-day period, the City shall be deemed to have waived all objections. The only basis for an objection by the City to a proposed Bond issue shall be that the District or Owner is in default of a provision of the Consent Ordinance, this Agreement, or the Strategic Partnership Agreement. If the City objects to a proposed Bond issue (a "City Objection"), such objection (a) shall be in writing, (b) shall be given to the District; (c) shall be signed by the City Manager or the City Manager's designee, and (d) shall specifically identify the applicable provision under the Consent Ordinance, this Agreement, or the Strategic Partnership Agreement for which the District or Owner is in default. It shall not be a basis for a City Objection that the City disagrees with the District's financial advisor as to the financial feasibility of the Bonds so long as the proposed Bonds are approved by the TCEQ and Attorney General. In the event a City Objection is timely given to the District (as required by this Section 5.09) with respect to a specific Bond application, the City and the District shall cooperate to resolve the City Objection within a reasonable time, and the Bond application to which the City Objection applies shall be delayed until the City Objection has been cured or waived. Unless otherwise cured by written agreement of the Parties, a City Objection shall be deemed cured if (x) the District files a petition seeking declaratory judgment in state district court, (y) not less than thirty (30) days before filing the petition the District gives the City Attorney and the City Manager Notice of, and waives any objections to the City's right to intervene in, such a declaratory judgment action, and (z) the district court determines that the District or Owner is not in default with respect to any provision of the Consent Ordinance, this Agreement, or the Strategic Partnership Agreement or, alternatively, finds that if such a default had previously occurred, the default has been cured. A City Objection may be waived by the City at any time.

5.10 Official Statements. Within thirty (30) days after the District closes the sale of each series of Bonds, the District shall deliver to the City Secretary and City Manager a copy of the final official statement for such series of Bonds. If the City requests additional information regarding such issuance of the Bonds, the District shall promptly provide such information at no cost to the City.

ARTICLE VI
REPORTING REQUIREMENTS

The District shall: (a) send a copy of each order or other action setting an ad valorem tax rate to the City Secretary, City Manager, and City Bond Counsel within thirty (30) days after the District adopts the rate; (b) send a copy of each annual audit to the City Secretary, City Manager, and City Bond Counsel within thirty (30) days after approval by the Board; and (c) provide copies of any material event notices filed under applicable federal securities laws or regulations to the City Secretary, City Manager, and City Bond Counsel within thirty (30) days after filing such notices with the applicable federal agency.

ARTICLE VII
ANNEXATION OF DISTRICT BY CITY

7.01 General Terms. The Parties acknowledge and agree that the Development lies wholly within the City's ETJ. The Parties further acknowledge that the creation of the District, and the City's consent thereto, are for purposes that include promoting the orderly development and extension of City services to the Development upon annexation.

7.02 Incorporation. In furtherance of the purposes of this Agreement, the District and Owner, on behalf of themselves and their respective successors and Assignees, covenant and agree to the extent allowed by law that, except upon written consent of the City Council, neither the District nor Owner will: (a) seek or support any effort to incorporate the Development or any part thereof; or (b) sign, join in, associate with, or direct to be signed any petition seeking to incorporate any of the Development or seeking to include any of the Development within the boundaries of any other incorporated entity.

7.03 Notice. Within thirty (30) days after written Notice from the City, the District shall file in the real property records of Collin County: (a) a notice in the form required by Section 49.452 of the Texas Water Code; and (b) a notice in the form of **Exhibit C** attached to this Agreement stating that the City has the authority to annex the District subject to the limitations set forth in Section 7.05 of this Agreement.

7.04 Annexation of Portions of Development. Owner and the District agree to cooperate with and assist the City in annexing one or more areas in the manner prescribed by law which does not result in the dissolution of the District, each of which may not exceed 525 feet in width at its widest point or such other width limitation subsequently imposed by law, as reasonably necessary for the City to connect areas to the City that are outside the District and that the City intends to annex. The City consents and agrees that such areas shall be located within right of way areas or along lot lines whenever possible. Notwithstanding the zoning

approved for the annexed area, such area can be developed and used in accordance with the Development Agreement.

7.05 Full Purpose Annexation. The City will not annex the Development for full purposes any earlier than the first to occur of: (a) completion of the Major Items and completion of the construction of the Infrastructure to serve full development of the Property and the issuance by the District of Bonds to reimburse the full cost of the Major Items and the Infrastructure; (b) fifteen (15) years after the first record plat is recorded within the District; or (c) the dissolution of the District (other than as a result of annexation by the City).

7.06 Limited Purpose Annexation. The Parties agree that the City shall have the right to annex for limited purposes the Development for the sole and limited purpose of imposing the City's sales and use tax within the Development pursuant to Section 43.0751 of the Local Government Code. The terms and conditions upon which such limited purpose annexations may occur shall be set forth in the Strategic Partnership Agreement.

7.07 Reimbursement Agreements. Unless waived by the City in writing, the District agrees not to issue debt or incur contractual indebtedness for purposes of reimbursing Owner for any costs or expenses paid by Owner after the 25th anniversary of the District Confirmation Date, which costs and expenses would otherwise be eligible to be reimbursed to Owner by the District pursuant to the rules and regulations of the TCEQ or other applicable law, and expressly and irrevocably waives any claims against the City for repayment of such indebtedness following full-purpose annexation.

ARTICLE VIII
TERM OF AGREEMENT

This Agreement shall be effective from the Effective Date and shall continue in effect until the District is annexed for full purposes and dissolved by the City or until terminated in writing by mutual agreement of the City and the District.

ARTICLE IX
BREACH, NOTICE AND REMEDIES

9.01 Notification of Breach. If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the breach in reasonable detail.

9.02 Cure of Breach. The breaching Party shall commence curing such breach within fourteen (14) calendar days after the time the breaching Party receives such Notice and complete the cure within fourteen (14) calendar days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure by the breaching Party within such 14-day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure the default within such 14-day period and diligently completes the cure within a reasonable time without unreasonable cessation of the work. Breach of an obligation to pay money shall be considered susceptible to cure within any period required.

9.03 Remedies for Breach. If the breaching Party does not cure such breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, injunctive relief, and other remedies described in this Agreement; provided, however, (a) the non-breaching Party shall not be entitled to terminate this Agreement, (b) each Party specifically waives any right such Party has or in the future may have to terminate this Agreement, and (c) it is understood and agreed that no Party will seek or recover actual, consequential or any other type of monetary damages or awards.

ARTICLE X
ADDITIONAL PROVISIONS

10.01 Notice. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this Section 10.01.

To the City: City of McKinney, Texas
Attn: City Manager
222 N. Tennessee
McKinney, Texas 75069
E-Mail: jgray@mckinneytexas.org
FAX: 972.547.2607

Copy to: Attn: City Attorney
Mark Houser
Brown & Hofmeister
740 E. Campbell Road, Suite 800
Richardson, Texas 75081
E-Mail: mhouser@bhlaw.net
FAX: 214.747.6111

To Owner: CH-B Trinity Falls, LP
Attn: Leisha Ehlert
1111 West 11th Street
Austin, Texas 78703
E-Mail: le@castlehillco.com
FAX: 512-381.6131

Copy to: Vinson & Elkins
Attn: Randy Jurgensmeyer
2001 Ross Avenue, Suite 3700
Dallas, TX 75201
E-Mail: rjurgensmeyer@velaw.com
Fax: 214.999.7790

Copy to: Sanford Kuhl Hagan Kugle Parker Kahn LLP
Attn: Julianne Kugle
1980 Post Oak Boulevard, Suite 1380
Houston, TX 77056
E-Mail: kugle@sklaw.us
Fax: 713.850.1330

10.02 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

10.03 City Consent and Approval. Except for the procedures with respect to Bond objections in Section 5.09 of this Agreement, in any provision of this Agreement that provides for the consent or approval of the City staff or City Council, such consent or approval may be withheld or conditioned by the staff or City Council at its sole discretion.

10.04 Governing Law and Venue. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Collin County, Texas and hereby submit to the jurisdiction of the courts of Collin County, Texas, and hereby agree that any such courts shall be a proper forum for the determination of any dispute arising hereunder.

10.05 Authority to Execute. The City warrants that this Agreement has been approved by the City Council in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Owner warrants that the execution of this Agreement is duly authorized in conformity with the articles of incorporation, bylaws, partnership agreement, or other applicable organizational

documents of Owner and that the individual executing this Agreement on behalf of Owner has been authorized to do so. The District warrants that this Agreement has been approved by the Board in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Board has been authorized to do so.

10.06 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances except to the extent that the severed provision(s) is a dependent substantive term the removal of which affects the intent and effect of the remaining provisions.

10.07 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the Parties will cooperate to amend the Agreement in such a manner that is most consistent with the original intent of the Agreement as legally possible.

10.08 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon the request of any other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

10.09 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the Agreement.

10.10 Assignment.

(a) Neither the District nor the City may assign this Agreement without the written consent of the other Parties.

(b) Owner has the right, from time to time, to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to the District (after the District Confirmation Date) and to any person or entity (an "Assignee") without the consent of the City, provided that the following conditions are satisfied: (1) if not the District, Assignee is a successor owner of all or any part of the Development or is a lender to a successor owner of all or any part of the Development; (2) if not the District, Assignee has a contractual right to be reimbursed for water, sewer, or drainage improvements and/or the Road Project from Bonds (or has a lien or other security interest in such reimbursements); (3) the assignment is in writing executed by Owner and Assignee in the form of assignment attached as **Exhibit D**; (4) Assignee expressly assumes in the assignment any assigned obligations and expressly

agrees in the assignment to observe, perform, and be bound by this Agreement to the extent this Agreement relates to the obligations, rights, titles, or interests assigned; and (5) a copy of the executed assignment is provided to all Parties within fifteen (15) days after execution. Provided the foregoing conditions are satisfied, from and after the date the assignment is executed by Owner and Assignee, the City agrees to look solely to Assignee for the performance of all obligations assigned to Assignee and agrees that Owner shall be released from performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain written records of all assignments made by Owner (including, for each Assignee, the Notice information required by this Agreement, and including a copy of each executed assignment) and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity. It is specifically intended that this Agreement, and all terms, conditions and covenants herein, shall survive a transfer, conveyance, or assignment occasioned by the exercise of foreclosure of lien rights by a creditor or a Party, whether judicial or non-judicial. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and Assignees. Notwithstanding the foregoing, however, Owner shall not have the right to assign this Agreement, or any right, title, or interest of Owner under this Agreement, until the District has become a Party.

10.11 Amendment. This Agreement may be amended only with the written consent of all Parties and with approval of the governing bodies of the City and the District.

10.12 Interpretation. The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

10.13 No Third Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the City, the District nor Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City, the District and Owner.

10.14 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Map
Exhibit B	Legal description of the Development
Exhibit C	Annexation Notice
Exhibit D	Assignment and Assumption Agreement

10.15 Conspicuous Provisions. The City, the District, and Owner acknowledge that the provisions of this Agreement set out in **bold**, **CAPITALS** (or any combination thereof) satisfy the requirements for the express negligence rule and/or are conspicuous.

10.16 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

10.17 Termination of Original District Agreement. Upon full execution of this Agreement, the Original District Agreement shall be automatically and unconditionally terminated and of no further force and effect, and each Party unconditionally releases the other Parties from all duties, obligations, and liabilities that may have arisen under the Original District Agreement.

[Signature Pages Follow]

ATTEST:

City Secretary

CITY OF MCKINNEY

By: _____

Name: _____

Its: _____

Date: 12/12/12

By Rob Daake, Deputy City Manager and authorized signatory

APPROVED AS TO FORM AND ~~LEGALITY~~:

City Attorney

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me, on the 12 day of December, 2012, by Rob Daake, Deputy City Manager of the City of McKinney, Texas on behalf of said city.

[SEAL]

DEDRA J. BATES
Notary Public
STATE OF TEXAS
My Comm. Exp. December 17, 2016

Notary Public, State of Texas

Printed Name: DEDRA J. BATES

My Commission Expires: 12-17-16

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: 12.5.12

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me, on the 5th day of December, 2012, 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.

_____

[SEAL] DEDRA J. BATES
Notary Public
STATE OF TEXAS
My Comm. Exp. December 17, 2012

Notary Public, State of Texas

Printed Name: DEDRA J. BATES

My Commission Expires: 12.17.12

MCKINNEY MUNICIPAL UTILITY
DISTRICT NO. 1 OF COLLIN COUNTY

By: _____

Its: President, Board of Directors

Date: January 29, 2013

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me, on the 29th day of January, ~~2012~~ 2013, by Adam Kanneman, President of the Board of Directors of the McKinney Municipal Utility District No. 1 of Collin County, on behalf of said district.

[SEAL]

JESSICA JARRETT
My Commission Expires
March 22, 2015

Jessica Jarrett

Notary Public, State of Texas

Printed Name: Jessica Jarrett

My Commission Expires: 3-22-15

Exhibit A
MAP

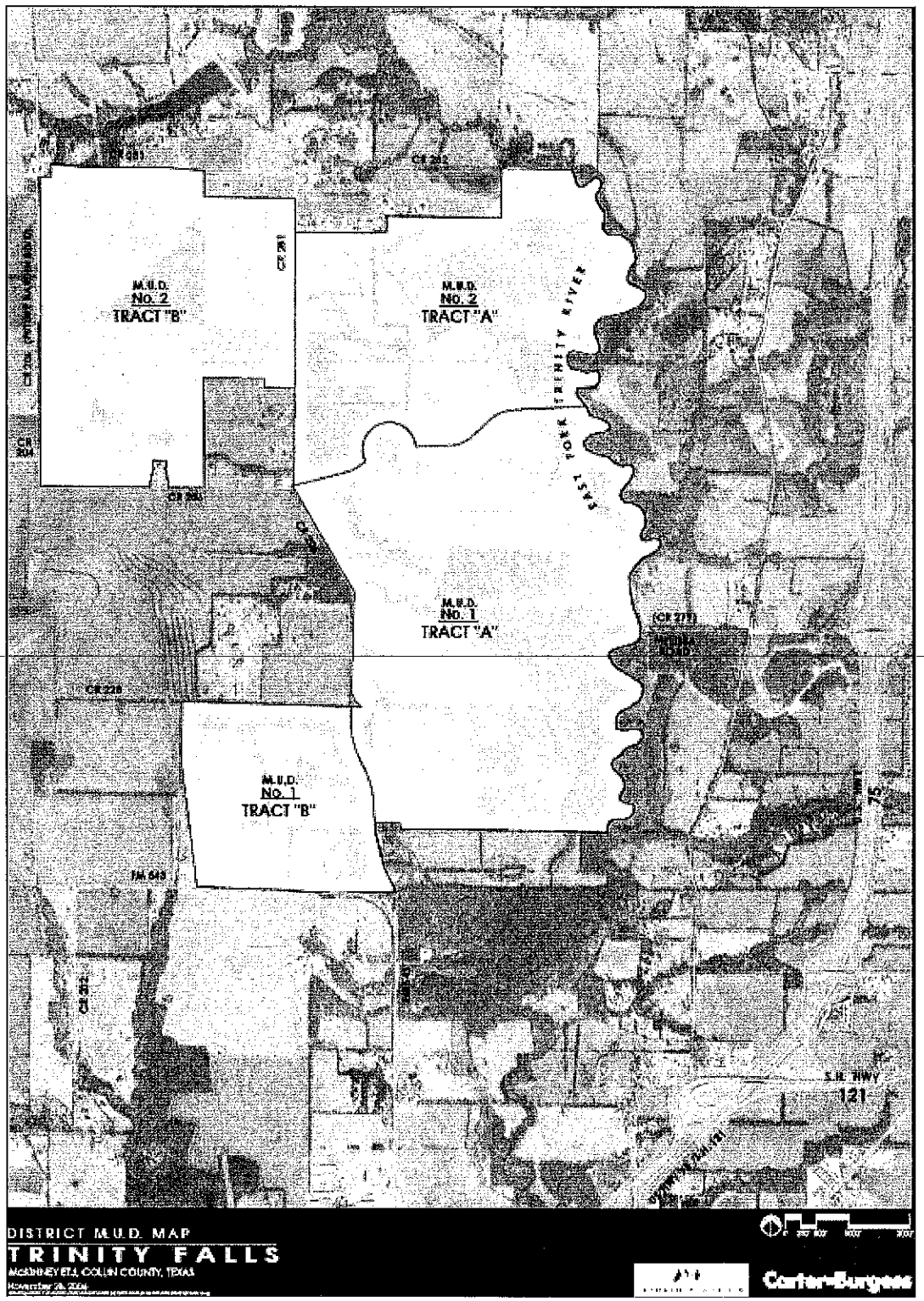


Exhibit B
LEGAL DESCRIPTION OF THE DEVELOPMENT

(1) MUD 1/TRACT A - 673.759 acres

BEING A 673.759 ACRE TRACT OF LAND SITUATED IN THE THOMAS BRUCE SURVEY, ABSTRACT NO. 103, THE JOHN EMBERSON SURVEY, ABSTRACT NO. 294 AND THE THOMAS LINDSAY SURVEY, ABSTRACT NO. 521, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 1113.084 ACRE TRACT OF LAND CONVEYED TO MA BB OWEN, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060616000829800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 182.711 ACRE TRACT OF LAND CONVEYED AS "TRACT 1", AND BEING ALL OF A CALLED 0.469 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344730, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 26.423 ACRE TRACT OF LAND CONVEYED AS "TRACT 1", AND BEING PART OF A CALLED 0.653 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344720, OFFICIAL PUBLIC RECORD, COLLIN COUNTY, TEXAS, SAID 673.759 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-8982), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND FOR AN OUTSIDE ELL CORNER OF SAID 1113.084 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF A CALLED 1 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO PROVINCE RES ESTATE HOLDING BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0005148, LAND RECORDS, COLLIN COUNTY, TEXAS, SAME BEING ON THE NORTH LINE OF A CALLED 57 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO PROVINCE RES ESTATE HOLDING BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0005148, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 06 DEGREES 29 MINUTES 28 SECONDS WEST, ALONG A WEST LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON EAST LINE OF AFORESAID 1 ACRE TRACT A DISTANCE OF 105.30 FEET TO A 3/8 INCH IRON ROD FOUND FOR AN INSIDE ELL CORNER OF SAID 1113.084 ACRE TRACT AND BEING THE NORTHEAST CORNER OF SAID 1 ACRE TRACT;

THENCE, NORTH 89 DEGREES 19 MINUTES 40 SECONDS WEST, ALONG A SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTH

LINE OF AFORESAID 1 ACRE TRACT, PASSING AT A DISTANCE OF 381.99 FEET A 3/8 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 408.28 FEET TO A POINT FOR A SOUTHWEST CORNER OF SAID 1113.084 ACRE TRACT AND THE NORTHWEST CORNER OF SAID 1 ACRE TRACT, SAID POINT ALSO BEING ON THE EAST LINE OF SAID 26.423 ACRE TRACT AND THE COMMON APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, NORTH 00 DEGREES 34 MINUTES 35 SECONDS WEST, ALONG THE WEST LINE OF SAID 1113.084 ACRE TRACT, THE EAST LINE OF SAID 26.423 ACRE TRACT AND THE COMMON APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 41.52 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 26.423 ACRE TRACT, SAID 0.653 ACRE TRACT AND SAID 182.711 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 02 DEGREES 57 MINUTES 15 SECONDS WEST, A DISTANCE OF 237.94 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22 DEGREES 02 MINUTES 58 SECONDS, A RADIUS OF 1450.00 FEET, A LONG CHORD THAT BEARS, NORTH 13 DEGREES 58 MINUTES 44 SECONDS WEST, A DISTANCE OF 554.58 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 558.01 FEET TO A POINT FOR CORNER;

NORTH 25 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 241.04 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26 DEGREES 38 MINUTES 26 SECONDS, A RADIUS OF 1450.00 FEET, A LONG CHORD THAT BEARS, NORTH 11 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE OF 668.15 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 674.20 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 38 MINUTES 13 SECONDS EAST, A DISTANCE OF 160.00 FEET TO A POINT FOR CORNER ON THE NORTH LINE OF SAID 182.711 ACRE TRACT AND BEING ON THE SOUTH LINE OF A CALLED 361.66 ACRE TRACT OF LAND CONVEYED TO HERITAGE FARM TRUST BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 98-0084317, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 88 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF AFORESAID 182.711 ACRE TRACT AND ALONG THE COMMON SOUTH LINE OF SAID 361.66 ACRE TRACT, A DISTANCE OF 172.26 FEET TO A PK NAIL SET ON THE WEST LINE OF AFORESAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206;

THENCE, ALONG THE WEST LINE OF SAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 206, THE FOLLOWING COURSES AND DISTANCES:

NORTH 47 DEGREES 40 MINUTES 01 SECONDS WEST, A DISTANCE OF 140.42 FEET TO A PK NAIL SET FOR CORNER;

NORTH 22 DEGREES 24 MINUTES 21 SECONDS WEST, A DISTANCE OF 161.50 FEET TO A PK NAIL SET FOR CORNER;

NORTH 01 DEGREES 38 MINUTES 13 SECONDS EAST, A DISTANCE OF 1615.59 FEET TO A 3/4 INCH IRON ROD FOUND FOR CORNER;

NORTH 30 DEGREES 25 MINUTES 03 SECONDS WEST, A DISTANCE OF 1907.40 FEET TO A PK NAIL SET FOR CORNER IN COLLIN COUNTY ROAD NO. 281 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

NORTH 88 DEGREES 57 MINUTES 17 SECONDS WEST, A DISTANCE OF 8.67 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 281;

NORTH 00 DEGREES 31 MINUTES 40 SECONDS EAST, A DISTANCE OF 53.37 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 1113.084 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 75 DEGREES 20 MINUTES 45 SECONDS EAST, A DISTANCE OF 877.21 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 17 DEGREES 46 MINUTES 00 SECONDS, A RADIUS OF 570.00 FEET, A LONG CHORD THAT BEARS, NORTH 66 DEGREES 27 MINUTES 46 SECONDS EAST, A DISTANCE OF 176.04 FEET,

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 176.75 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 34 MINUTES 46 SECONDS EAST, A DISTANCE OF 177.27 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 202 DEGREES 43 MINUTES 24 SECONDS, A RADIUS OF 430.00 FEET, A LONG CHORD THAT BEARS, NORTH 72 DEGREES 56 MINUTES 30 SECONDS EAST, A DISTANCE OF 843.15 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 1521.42 FEET TO A POINT FOR CORNER;

NORTH 88 DEGREES 18 MINUTES 14 SECONDS EAST, A DISTANCE OF 536.71 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 03 MINUTES 11 SECONDS, A RADIUS OF 570.00 FEET, A LONG CHORD THAT BEARS, NORTH 67 DEGREES 46 MINUTES 38 SECONDS EAST, A DISTANCE OF 399.73 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 408.41 FEET TO A POINT FOR CORNER;

NORTH 47 DEGREES 15 MINUTES 03 SECONDS EAST, A DISTANCE OF 379.74 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 39 DEGREES 50 MINUTES 38 SECONDS, A RADIUS OF 630.00 FEET, A LONG CHORD THAT BEARS, NORTH 67 DEGREES 10 MINUTES 22 SECONDS EAST, A DISTANCE OF 429.33 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 438.11 FEET TO A POINT FOR CORNER;

NORTH 87 DEGREES 05 MINUTES 41 SECONDS EAST, A DISTANCE OF 1162.77 FEET TO A POINT FOR CORNER IN THE CENTERLINE OF THE EAST FORK OF THE TRINITY RIVER;

THENCE ALONG THE CENTERLINE OF AFORESAID EAST FORK OF THE TRINITY RIVER THE FOLLOWING COURSES AND DISTANCES:

SOUTH 38 DEGREES 12 MINUTES 58 SECONDS EAST, A DISTANCE OF 14.58 FEET TO A POINT FOR CORNER;

SOUTH 23 DEGREES 36 MINUTES 46 SECONDS EAST, A DISTANCE OF 152.22 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 18 MINUTES 32 SECONDS EAST, A DISTANCE OF 197.85 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 18 MINUTES 14 SECONDS EAST, A DISTANCE OF 140.67 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 50 MINUTES 35 SECONDS EAST, A DISTANCE OF 70.23 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 16 MINUTES 01 SECONDS WEST, A DISTANCE OF 128.08 FEET TO A POINT FOR CORNER;

SOUTH 88 DEGREES 46 MINUTES 36 SECONDS WEST, A DISTANCE OF 114.66 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 15 MINUTES 18 SECONDS WEST, A DISTANCE OF 121.85 FEET TO A POINT FOR CORNER;

SOUTH 40 DEGREES 45 MINUTES 34 SECONDS WEST, A DISTANCE OF 145.62 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 129.56 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 18 MINUTES 02 SECONDS EAST, A DISTANCE OF 118.06 FEET TO A POINT FOR CORNER;

SOUTH 71 DEGREES 54 MINUTES 16 SECONDS EAST, A DISTANCE OF 144.48 FEET TO A POINT FOR CORNER;

SOUTH 83 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 100.92 FEET TO A POINT FOR CORNER;

SOUTH 47 DEGREES 56 MINUTES 19 SECONDS EAST, A DISTANCE OF 156.94 FEET TO A POINT FOR CORNER;

SOUTH 67 DEGREES 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 153.79 FEET TO A POINT FOR CORNER;

NORTH 61 DEGREES 13 MINUTES 24 SECONDS EAST, A DISTANCE OF 64.37 FEET TO A POINT FOR CORNER;

SOUTH 85 DEGREES 51 MINUTES 50 SECONDS EAST, A DISTANCE OF 65.53 FEET TO A POINT FOR CORNER;

SOUTH 41 DEGREES 34 MINUTES 58 SECONDS EAST, A DISTANCE OF 40.91 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 54 MINUTES 49 SECONDS EAST, A DISTANCE OF 29.69 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 11 MINUTES 20 SECONDS EAST, A DISTANCE OF 37.94 FEET TO A POINT FOR CORNER;

SOUTH 14 DEGREES 05 MINUTES 13 SECONDS WEST, A DISTANCE OF 62.62 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 25 MINUTES 18 SECONDS WEST, A DISTANCE OF 81.96 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 40 MINUTES 18 SECONDS WEST, A DISTANCE OF 234.69 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 54 MINUTES 14 SECONDS WEST, A DISTANCE OF 81.98 FEET TO A POINT FOR CORNER;

SOUTH 31 DEGREES 46 MINUTES 10 SECONDS EAST, A DISTANCE OF 104.64 FEET TO A POINT FOR CORNER;

SOUTH 56 DEGREES 34 MINUTES 36 SECONDS EAST, A DISTANCE OF 34.72 FEET TO A POINT FOR CORNER;

SOUTH 81 DEGREES 42 MINUTES 01 SECONDS EAST, A DISTANCE OF 110.27 FEET TO A POINT FOR CORNER;

SOUTH 67 DEGREES 09 MINUTES 59 SECONDS EAST, A DISTANCE OF 138.27 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 29 MINUTES 50 SECONDS EAST, A DISTANCE OF 105.30 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 20 MINUTES 33 SECONDS EAST, A DISTANCE OF 131.83 FEET TO A POINT FOR CORNER;

SOUTH 05 DEGREES 36 MINUTES 33 SECONDS WEST, A DISTANCE OF 102.37 FEET TO A POINT FOR CORNER;

SOUTH 33 DEGREES 06 MINUTES 41 SECONDS WEST, A DISTANCE OF 97.83 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 16 MINUTES 04 SECONDS WEST, A DISTANCE OF 92.57 FEET TO A POINT FOR CORNER;

SOUTH 30 DEGREES 25 MINUTES 24 SECONDS EAST, A DISTANCE OF 39.87 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 06 MINUTES 56 SECONDS EAST, A DISTANCE OF 33.44 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 18 MINUTES 22 SECONDS EAST, A DISTANCE OF 35.43 FEET TO A POINT FOR CORNER;

NORTH 76 DEGREES 47 MINUTES 02 SECONDS EAST, A DISTANCE OF 171.81 FEET TO A POINT FOR CORNER;

SOUTH 62 DEGREES 02 MINUTES 58 SECONDS EAST, A DISTANCE OF 64.49 FEET TO A POINT FOR CORNER;

SOUTH 22 DEGREES 03 MINUTES 32 SECONDS EAST, A DISTANCE OF 76.90 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 33 MINUTES 13 SECONDS WEST, A DISTANCE OF 85.11 FEET TO A POINT FOR CORNER;

SOUTH 48 DEGREES 39 MINUTES 03 SECONDS WEST, A DISTANCE OF 86.15 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 28 MINUTES 51 SECONDS WEST, A DISTANCE OF 59.05 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 31 MINUTES 40 SECONDS WEST, A DISTANCE OF 142.65 FEET TO A POINT FOR CORNER;

SOUTH 44 DEGREES 15 MINUTES 01 SECONDS WEST, A DISTANCE OF 173.52 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 24 MINUTES 08 SECONDS WEST, A DISTANCE OF 183.38 FEET TO A POINT FOR CORNER;

SOUTH 03 DEGREES 40 MINUTES 02 SECONDS EAST, A DISTANCE OF 250.70 FEET TO A POINT FOR CORNER;

SOUTH 09 DEGREES 55 MINUTES 21 SECONDS EAST, A DISTANCE OF 203.25 FEET TO A POINT FOR CORNER;

SOUTH 12 DEGREES 33 MINUTES 26 SECONDS EAST, A DISTANCE OF 84.94 FEET TO A POINT FOR CORNER;

SOUTH 23 DEGREES 50 MINUTES 50 SECONDS EAST, A DISTANCE OF 173.87 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 37 MINUTES 27 SECONDS EAST, A DISTANCE OF 153.46 FEET TO A POINT FOR CORNER;

SOUTH 02 DEGREES 31 MINUTES 58 SECONDS WEST, A DISTANCE OF 62.97 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 10 MINUTES 42 SECONDS EAST, A DISTANCE OF 67.93 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 58 MINUTES 15 SECONDS WEST, A DISTANCE OF 31.06 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 59 MINUTES 35 SECONDS WEST, A DISTANCE OF 95.76 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 34 MINUTES 06 SECONDS WEST, A DISTANCE OF 219.32 FEET TO A POINT FOR CORNER;

SOUTH 72 DEGREES 18 MINUTES 27 SECONDS WEST, A DISTANCE OF 181.66 FEET TO A POINT FOR CORNER;

SOUTH 62 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 39.13 FEET TO A POINT FOR CORNER;

SOUTH 26 DEGREES 02 MINUTES 25 SECONDS WEST, A DISTANCE OF 76.21 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 15 MINUTES 13 SECONDS EAST, A DISTANCE OF 15.43 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 46 MINUTES 10 SECONDS EAST, A DISTANCE OF 146.70 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 38 MINUTES 48 SECONDS EAST, A DISTANCE OF 98.77 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 28 MINUTES 12 SECONDS EAST, A DISTANCE OF 90.87 FEET TO A POINT FOR CORNER;

SOUTH 58 DEGREES 46 MINUTES 14 SECONDS EAST, A DISTANCE OF 89.05 FEET TO A POINT FOR CORNER;

SOUTH 55 DEGREES 38 MINUTES 18 SECONDS EAST, A DISTANCE OF 81.34 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 13 MINUTES 57 SECONDS EAST, A DISTANCE OF 131.93 FEET TO A POINT FOR CORNER;

SOUTH 50 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 83.53 FEET TO A POINT FOR CORNER;

SOUTH 15 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 65.63 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 25 MINUTES 17 SECONDS WEST, A DISTANCE OF 38.95 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 46 MINUTES 24 SECONDS WEST, A DISTANCE OF 78.87 FEET TO A POINT FOR CORNER;

SOUTH 26 DEGREES 57 MINUTES 48 SECONDS WEST, A DISTANCE OF 85.04 FEET TO A POINT FOR CORNER;

SOUTH 53 DEGREES 42 MINUTES 03 SECONDS WEST, A DISTANCE OF 103.78 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 31 MINUTES 27 SECONDS WEST, A DISTANCE OF 81.58 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 55 MINUTES 50 SECONDS WEST, A DISTANCE OF 124.05 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 26 MINUTES 59 SECONDS WEST, A DISTANCE OF 70.28 FEET TO A POINT FOR CORNER;

SOUTH 32 DEGREES 20 MINUTES 11 SECONDS WEST, A DISTANCE OF 99.01 FEET TO A POINT FOR CORNER;

SOUTH 10 DEGREES 50 MINUTES 27 SECONDS WEST, A DISTANCE OF 37.28 FEET TO A POINT FOR CORNER;

SOUTH 01 DEGREES 02 MINUTES 10 SECONDS EAST, A DISTANCE OF 113.13 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 02 MINUTES 49 SECONDS EAST, A DISTANCE OF 36.57 FEET TO A POINT FOR CORNER;

SOUTH 71 DEGREES 45 MINUTES 23 SECONDS EAST, A DISTANCE OF 91.85 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 05 MINUTES 15 SECONDS EAST, A DISTANCE OF 84.92 FEET TO A POINT FOR CORNER;

NORTH 75 DEGREES 55 MINUTES 22 SECONDS EAST, A DISTANCE OF 78.29 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 29 MINUTES 47 SECONDS EAST, A DISTANCE OF 86.59 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 37 MINUTES 20 SECONDS EAST, A DISTANCE OF 61.40 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 13 MINUTES 36 SECONDS EAST, A DISTANCE OF 83.75 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 22.63 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 56 MINUTES 54 SECONDS WEST, A DISTANCE OF 138.97 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 14 MINUTES 33 SECONDS WEST, A DISTANCE OF 148.31 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 57 MINUTES 04 SECONDS WEST, A DISTANCE OF 54.03 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 32 MINUTES 38 SECONDS WEST, A DISTANCE OF 119.53 FEET TO A POINT FOR CORNER;

SOUTH 56 DEGREES 50 MINUTES 51 SECONDS WEST, A DISTANCE OF 164.17 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 09 MINUTES 48 SECONDS WEST, A DISTANCE OF 75.03 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 31 MINUTES 58 SECONDS EAST, A DISTANCE OF 91.04 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 08 MINUTES 09 SECONDS EAST, A DISTANCE OF 65.53 FEET TO A POINT FOR CORNER;

SOUTH 48 DEGREES 45 MINUTES 48 SECONDS EAST, A DISTANCE OF 86.33 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 37 MINUTES 04 SECONDS EAST, A DISTANCE OF 80.56 FEET TO A POINT FOR CORNER;

SOUTH 14 DEGREES 39 MINUTES 59 SECONDS EAST, A DISTANCE OF 83.23 FEET TO A POINT FOR CORNER;

SOUTH 09 DEGREES 30 MINUTES 21 SECONDS WEST, A DISTANCE OF 47.73 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 12 MINUTES 38 SECONDS WEST, A DISTANCE OF 148.32 FEET TO A POINT FOR CORNER;

SOUTH 10 DEGREES 23 MINUTES 51 SECONDS WEST, A DISTANCE OF 54.05 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 54 MINUTES 18 SECONDS EAST, A DISTANCE OF 74.80 FEET TO A POINT FOR CORNER;

SOUTH 68 DEGREES 03 MINUTES 59 SECONDS EAST, A DISTANCE OF 45.10 FEET TO A POINT FOR CORNER;

SOUTH 74 DEGREES 45 MINUTES 02 SECONDS EAST, A DISTANCE OF 120.98 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 58 MINUTES 42 SECONDS EAST, A DISTANCE OF 30.84 FEET TO A POINT FOR CORNER;

SOUTH 09 DEGREES 47 MINUTES 01 SECONDS EAST, A DISTANCE OF 26.13 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 19 MINUTES 51 SECONDS WEST, A DISTANCE OF 84.18 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 24 MINUTES 44 SECONDS WEST, A DISTANCE OF 68.56 FEET TO A POINT FOR CORNER;

SOUTH 58 DEGREES 05 MINUTES 12 SECONDS WEST, A DISTANCE OF 63.97 FEET TO A POINT FOR CORNER;

SOUTH 71 DEGREES 39 MINUTES 45 SECONDS WEST, A DISTANCE OF 48.06 FEET TO A POINT FOR CORNER;

NORTH 84 DEGREES 13 MINUTES 05 SECONDS WEST, A DISTANCE OF 97.44 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 06 MINUTES 14 SECONDS WEST, A DISTANCE OF 96.50 FEET TO A POINT FOR CORNER;

SOUTH 52 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 47.07 FEET TO A POINT FOR CORNER;

SOUTH 26 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 68.00 FEET TO A POINT FOR CORNER;

SOUTH 07 DEGREES 14 MINUTES 06 SECONDS WEST, A DISTANCE OF 107.55 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 1113.084 ACRE TRACT AND BEING THE NORTHEAST CORNER OF AFORESAID 57 ACRE TRACT;

THENCE, ALONG THE SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 57 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 88 DEGREES 57 MINUTES 19 SECONDS WEST, PASSING AT A DISTANCE OF 100.00 FEET A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 2153.25 FEET TO A 60D NAIL FOUND FOR CORNER;

NORTH 89 DEGREES 29 MINUTES 57 SECONDS WEST, A DISTANCE OF 1179.76 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 673.759 ACRES OF LAND, MORE OR LESS.

(2) MUD 1/TRACT B – 202.330 acres

BEING A 202.362 ACRE TRACT OF LAND SITUATED IN THE JOHN EMBERSON SURVEY, ABSTRACT NO. 294, AND THE MEREDITH HART SURVEY, ABSTRACT NO. 371, COLLIN COUNTY, TEXAS, AND BEING PART OF A 0.469 ACRE TRACT CONVEYED AS "TRACT 2" AND A 182.711 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060718001344730, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND PART OF A 26.423 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" AND A 0.653 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344720, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 202.362 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-

DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-DF8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF AFORESAID 182.711 ACRE TRACT AND BEING THE NORTHEAST CORNER OF A CALLED 20.300 ACRE TRACT OF LAND CONVEYED TO TOM B. WILSON BY DEED RECORDED IN VOLUME 935, PAGE 598, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING ON THE SOUTH LINE OF A CALLED 361.66 ACRE TRACT OF LAND CONVEYED TO HERITAGE FARM TRUST BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 98-0084317, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 88 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF AFORESAID 182.711 ACRE TRACT AND ALONG THE COMMON SOUTH LINE OF AFORESAID 361.66 ACRE TRACT, A DISTANCE OF 2721.12 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 182.711 ACRE TRACT, SAID 0.469 ACRE TRACT AND SAID 26.423 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 01 DEGREES 38 MINUTES 13 SECONDS WEST, A DISTANCE OF 160.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26 DEGREES 38 MINUTES 26 SECONDS, A RADIUS OF 1450.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 11 DEGREES 41 MINUTES 00 SECONDS EAST, A DISTANCE OF 668.15 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 674.20 FEET TO A POINT FOR CORNER;

SOUTH 25 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 241.04 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22 DEGREES 02 MINUTES 58 SECONDS, A RADIUS OF 1450.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 13 DEGREES 58 MINUTES 44 SECONDS EAST, A DISTANCE OF 554.58 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 558.01 FEET TO A POINT FOR CORNER;

SOUTH 02 DEGREES 57 MINUTES 15 SECONDS EAST, A DISTANCE OF 237.94 FEET TO A POINT FOR CORNER ON THE EAST LINE OF SAID 26.423 ACRE TRACT AND BEING IN COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, SOUTH 00 DEGREES 34 MINUTES 35 SECONDS EAST, ALONG THE EAST LINE OF SAID 26.423 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 A DISTANCE OF 169.57 FEET TO A PK NAIL SET FOR THE SOUTHEAST CORNER OF SAID 26.423 ACRE TRACT AND A COMMON EAST CORNER OF SAID 182.711 ACRE TRACT;

THENCE, ALONG THE EAST LINE OF SAID 182.711 ACRE TRACT, AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 13 DEGREES 23 MINUTES 32 SECONDS EAST, A DISTANCE OF 619.60 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 26 DEGREES 26 MINUTES 21 SECONDS EAST, A DISTANCE OF 308.47 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES 30 MINUTES 28 SECONDS, A RADIUS OF 570.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 23 DEGREES 04 MINUTES 21 SECONDS EAST, A DISTANCE OF 124.18 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 124.43 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHEAST CORNER OF SAID 182.711 ACRE TRACT;

THENCE, ALONG THE SOUTH LINE OF AFORESAID 182.711 ACRE TRACT AND THE COMMON NORTH RIGHT-OF-WAY OF F.M. 543 (A VARIABLE WIDTH RIGHT-OF-WAY), THE FOLLOWING COURSES AND DISTANCES:

SOUTH 88 DEGREES 19 MINUTES 01 SECONDS WEST, PASSING AT A DISTANCE OF 21.52 FEET, A PK NAIL FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 887.99 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05 DEGREES 16 MINUTES 00 SECONDS, A RADIUS OF 1870.34 FEET, A CHORD BEARING OF NORTH 89 DEGREES 02 MINUTES 59 SECONDS WEST, AND A CHORD LENGTH OF 171.86 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 171.92 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 86 DEGREES 24 MINUTES 59 SECONDS WEST, A DISTANCE OF 819.32 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 87 DEGREES 54 MINUTES 59 SECONDS WEST, A DISTANCE OF 1322.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHWEST CORNER OF AFORESAID 182.711 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF A CALLED 6.72 ACRE TRACT OF LAND CONVEYED TO GRAYSON-COLLIN ELECTRIC COOPERATIVE BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2000-0133812, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, ALONG THE WEST LINE OF AFORESAID 182.711 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 07 DEGREES 04 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF AFORESAID 6.72 ACRE TRACT, A DISTANCE OF 2005.98 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTH CORNER OF SAID 6.72 ACRE TRACT AND BEING ON THE EAST LINE OF AFORESAID 20.300 ACRE TRACT;

NORTH 00 DEGREES 53 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF AFORESAID 20.300 ACRE TRACT, A DISTANCE OF 986.32 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 202.362 ACRES OF LAND, MORE OR LESS.

SAVE AND EXCEPT A 0.032 ACRE TRACT OF LAND, BEING ALL OF A CALLED 0.03 ACRE TRACT OF LAND DESCRIBED AS "FAMILY BURIAL GROUNDS" IN DEED RECORDED IN VOLUME 294, PAGE 43, DEED RECORDS, COLLIN COUNTY, TEXAS. SAID 0.032 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT 3/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF AFORESAID 182.82 ACRE TRACT AND BEING THE NORTHEAST CORNER OF AFORESAID 20.300 ACRE TRACT AND BEING ON THE SOUTH LINE OF AFORESAID 361.66 ACRE TRACT;

THENCE, SOUTH 88 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF SAID 182.82 ACRE TRACT AND ALONG THE COMMON

SOUTH LINE OF SAID 361.66 ACRE TRACT, A DISTANCE OF 618.15 FEET TO A POINT;

THENCE, SOUTH 01 DEGREES 05 MINUTES 01 SECONDS WEST, OVER AND ACROSS SAID 182.82 ACRE TRACT, A DISTANCE OF 31.10 FEET TO A FENCE CORNER POST FOUND FOR THE **POINT OF BEGINNING**;

THENCE, CONTINUING OVER AND ACROSS SAID 182.82 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 39 MINUTES 44 SECONDS EAST, A DISTANCE OF 39.36 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

SOUTH 00 DEGREES 24 MINUTES 46 SECONDS EAST, A DISTANCE OF 35.96 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

NORTH 88 DEGREES 50 MINUTES 03 SECONDS WEST, A DISTANCE OF 40.28 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

NORTH 01 DEGREES 05 MINUTES 01 SECONDS EAST, A DISTANCE OF 34.92 FEET TO THE POINT OF BEGINNING, **AND CONTAINING 0.032 ACRES OF LAND, MORE OR LESS, LEAVING A NET ACREAGE OF 202.330 ACRES OF LAND, MORE OR LESS.**

Exhibit C

STATE OF TEXAS §
§
COUNTY OF COLLIN §

NOTICE CONCERNING ANNEXATION AND SERVICES

The real property described in Exhibit A attached hereto and incorporated herein is located in McKinney Municipal Utility District No. 1 of Collin County (the "District"). The District is located wholly within the extraterritorial jurisdiction of the City of McKinney. The City does not impose property taxes within the District and is not required by state law to provide police protection, fire protection, road maintenance or any other municipal services to the District.

The City of McKinney may annex the District for full purposes upon the earliest to occur of: (a) completion of the Major Items and completion of the construction of the Infrastructure to serve full development of the Property and the issuance by the District of Bonds to reimburse the full cost of the Major Items and the Infrastructure; (b) fifteen (15) years after the first record plat is recorded within the District; or (c) the dissolution of the District (other than as a result of annexation by the City.

For additional information concerning potential annexation of the District, contact the City of McKinney Director of Development Services.

MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY

By:_____
Its: President, Board of Directors

Date:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me, on the ___ day of _____, 20__, by _____, President, Board of Directors of the McKinney Municipal Utility District No. 1 of Collin County, on behalf of said district.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:_____

[SEAL]

After recording, return to:

_____

_____

_____

_____

Exhibit A to Notice Concerning Annexation And Services

Exhibit D

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into as of the ____ day of _____, _____, between _____, a _____ ("Assignor"), and _____, a _____ ("Assignee") (Assignor and Assignee are hereinafter sometimes collectively referred to as the "Parties" and singularly as a "Party").

RECITALS:

A. Assignor is the owner of the rights of the Owner under that certain "2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 1 of Collin County (the "Agreement") effective as of _____ __, 2012, among Assignor as "Owner", the City of McKinney, Texas, as the "City", and McKinney Municipal Utility District No. 1 of Collin County, as the "District," relating to the creation and operation of the District, to the extent that the Agreement covers, affects, and relates to the lands described on **Exhibit A** attached to and made a part hereof of this Assignment for all purposes (the "Transferred Premises").

B. Assignor desires to assign certain of its rights under the Agreement as it relates to the Transferred Premises to Assignee, and Assignee desires to acquire such rights, on and subject to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and obligations set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree and act as follows:

1. Certain Defined Terms. Unless indicated otherwise herein, capitalized terms in this Assignment shall have the same respective meanings as are ascribed to them in the Agreement.

2. Assignment. Subject to all of the terms and conditions of this Assignment, Assignor hereby assigns all [or describe specifically assigned rights if partial] of its rights under the Agreement, insofar as the Agreement covers, affects, and relates to the Transferred Premises.

3. Assumption. Assignee hereby assumes all obligations of Assignor and any liability that may result from acts or omissions by Assignee under the Agreement as it relates to the Transferred Premises that may arise or accrue from and after the effective date of this Assignment, and Assignor is hereby released from all such obligations and liabilities from and after the effective date of this Assignment; provided, however, this Assignment does not release Assignor from any liability that resulted from an act or

omission by Assignor that occurred prior to the effective date of this Assignment unless the City approves the release in writing.

4. Governing Law. This Assignment must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary.

5. Counterpart/Facsimile Execution. This Assignment has been prepared in multiple counterparts, each of which shall constitute an original hereof, and the execution of any one of such counterparts by any signatory shall have the same force and effect and shall be binding upon such signatory to the same extent as if the same counterpart were executed by all of the signatories. Facsimile copies of signatures may be appended hereto with the same force and effect as legally delivered original signatures.

6. Notice to City. A copy of this Assignment shall be provided to the City within fifteen (15) days after execution.

7. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignees and their respective heirs, personal representatives, successors, and assigns.

EXECUTED as of the day and year first above written.

ASSIGNOR:

[_____]

By:_____
Printed Name:_____
Title:_____

ASSIGNEE:

[_____]

By:_____
Printed Name:_____
Title:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 200__, by _____.

_____
Notary Public, State of Texas
[SEAL] Printed Name:_____
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 200__, by _____.

_____
Notary Public, State of Texas
[SEAL] Printed Name:_____
My Commission Expires:_____

Exhibit "A" to Assignment and Assumption Agreement

THE TRANSFERRED PREMISES

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
03/26/2013 01:35:42 PM
$176.00 DFOSTER
20130326000400880





2012 AGREEMENT CONCERNING CREATION AND OPERATION OF MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 2 OF COLLIN COUNTY

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 2 of Collin County (this "Agreement") is entered into by the City of McKinney, Texas, (the "City"), CH-B Trinity Falls, LP, a Texas limited partnership ("Owner"), and the McKinney Municipal Utility District No. 2 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").

ARTICLE I
RECITALS

1.01 Owner is the owner of approximately 830.764 acres in Collin County, Texas, as shown on **Exhibit A** as M.U.D. No. 2 Tracts "A" and "B" and described on **Exhibit B** attached to this Agreement (the "Development"). The Development lies entirely within the City's extraterritorial jurisdiction ("ETJ").

1.02 Section 42.042 of the Texas Local Government Code requires that an applicant request a city's written consent to create a municipal utility district within a city's ETJ.

1.03 On December 5, 2006, a petition entitled "Petition Requesting Consent for the Creation of a Municipal Utility District" requesting the consent of the City to the creation of the District was filed with the City Secretary's Office.

1.04 The City Council of the City adopted Ordinance No. 2006-12-141 dated December 5, 2006, consenting to the creation of the District (the "Consent Ordinance").

1.05 Owner intends to submit a petition to the City requesting that the Development be annexed for limited purposes by the City pursuant to a Strategic Partnership Agreement for the exclusive and limited purpose of allowing the City to impose a sales and use tax within the Development.

1.06 The prior owners of the Development (MA-BBO FIVE, LP and MA BB OWEN, LP), the City, and the District entered into that certain Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 2 of Collin County (as executed by the prior owners on December 14, 2006, by the City on December 18, 2006, and by the District on February 24, 2012, the "Original District Agreement").

1.07 Owner is the successor in interest to the prior owners of the Development, which prior owners have no continuing right, title, or interest of any kind in and to the Development or any agreements related to the Development.

1.08 Owner, the City, and the District intend to enter into this Agreement to amend and restate in its entirety the Original District Agreement.

1.09 Owner, the City, and the District intend that when this Agreement has been fully executed the Original District Agreement shall be automatically and unconditionally terminated and of no further force and effect.

1.10 Owner, the City, and the District intend that the purposes of this Agreement are to set out the mutually agreeable terms and conditions relating to the creation and operation of the District, which are the provisions under which the City adopted the Consent Ordinance. It is an essential element of the granting of the City's consent to the creation of the District.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, the Parties contract and agree as follows:

ARTICLE II
DEFINITIONS

2.01 "Agreement" means this 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 2 of Collin County.

2.02 "Assignee" means a successor to Owner as defined in Section 10.09(b) of this Agreement.

2.03 "Attorney General" means the Attorney General of the State of Texas.

2.04 "Board" means the Board of Directors of the District.

2.05 "Bond" means (a) any instrument, including a bond, note, certificate of participation, or other instrument evidencing a proportionate interest in payments, due to be paid by the District, or (b) any other type of obligation that (1) is issued or incurred by the District under the District's borrowing power, without regard to whether it is subject to annual appropriation, and (2) is represented by an instrument issued in bearer or registered form or is not represented by an instrument but the transfer of which is registered on books maintained for that purpose by or on behalf of the District. The term shall include obligations issued to refund outstanding Bonds, but shall not include reimbursement agreements entered into between the District and a developer of the Development or bond anticipation notes.

2.06 "Bond Limit Amount" means the maximum amount of Bonds, excluding refunding Bonds, that may be issued by the District pursuant to Section 5.03 of this Agreement.

2.07 "CCN" means a certificate of convenience and necessity or similar permit issued by the TCEQ authorizing a specified entity to be the retail water or sewer service provider in a specified area.

2.08 "City" means the City of McKinney, Texas, a home rule municipality located in Collin County.

2.09 "City Attorney" means the City Attorney of the City.

2.10 "City Council" means the City Council of the City.

2.11 "City Manager" means the City Manager of the City.

2.12 "City Objection" means an objection by the City to a Bond issue as defined in Section 5.09 of this Agreement.

2.13 "Consent Ordinance" means Ordinance No. 2006-12-141 adopted by the City Council and dated December 5, 2006.

2.14 "City Secretary" means the City Secretary of the City.

2.15 "Consent Petition" means the petition submitted by Owner to the City requesting the City's consent to the creation of the District and to the Road Project.

2.16 "Development" means that certain 830.764-acre tract located in Collin County, Texas as shown on **Exhibit A** and described on **Exhibit B**.

2.17 "Development Agreement" means the 2012 Development Agreement dated December 4, 2012, by and between the City and Owner, as amended.

2.18 "District" means the McKinney Municipal Utility District No. 2 of Collin County and any other district created within the Development by dividing the District into two new districts.

2.19 "District Confirmation Date" means May 8, 2010.

2.20 "Effective Date" means the date on which the Consent Ordinance was adopted by the City.

2.21 "ETJ" means the extraterritorial jurisdiction of a city as defined by the Texas Local Government Code, as amended.

2.22 "Infrastructure" means all water, wastewater, drainage, roadway and other infrastructure improvements installed or constructed to serve the Development, whether located within or outside the Development.

2.23 "Major Items" means those matters set forth in Section 5.02(a)-(e) of this Agreement.

2.24 "Notice" means notice as defined in Section 10.01 of this Agreement.

2.25 "Original District Agreement" is defined in Section 1.06.

2.26 "Owner" means CH-B Trinity Falls, LP, a Texas limited partnership.

2.27 "Party" means, individually, the City, Owner, or the District, their successors and Assigns as permitted by this Agreement.

2.28 "Parties" mean, collectively, the City, Owner, and the District, and their successors and Assigns as permitted by this Agreement.

2.29 "Road Project" means the construction, acquisition, improvement, maintenance, and operation of all macadamized, graveled, or paved roads and turnpikes and improvements in aid of such roads and turnpikes located within and outside the District.

2.30 "Strategic Partnership Agreement" means the Strategic Partnership Agreement as defined in the Development Agreement.

2.31 "TCEQ" means the Texas Commission on Environmental Quality or its successor state agency.

ARTICLE III
CITY CONSENTS

In accordance with the terms of this Agreement, the City consents to: (a) the creation of the District over the Development; (b) the District undertaking the Road Project; (c) the calling and holding of an election within the District to confirm the creation of the District and carry out the District's business; and (d) the division of the District into two new districts. The consents given by this Article III are irrevocable and unconditional.

ARTICLE IV
EXECUTION OF AGREEMENTS

4.01 Documents To Be Executed. Owner covenants and agrees to cause the District to approve, execute, and deliver to the City this Agreement and the Strategic Partnership Agreement within ninety (90) days after the receipt of a written request by the City.

4.02 Issuance of Bonds. If the District fails to approve, execute, and deliver to the City this Agreement or the Strategic Partnership Agreement within the time frame required by Section 4.01 and such failure is not cured within fifteen (15) days after Notice from the City to Owner and the District, such failure shall constitute a material breach of this Agreement by Owner and shall operate to prohibit the District from taking any affirmative act to issue Bonds until the failure has been cured. The City shall have all rights to enjoin the issuance of Bonds during any period in which a material breach exists under this Section 4.02.

4.03 Reimbursement. If Owner fails to cause the District to approve, execute, and deliver to the City this Agreement or the Strategic Partnership Agreement within the time frame required by Section 4.01 and such failure is not cured within fifteen (15) days after Notice from

the City to Owner and the District, then Owner shall not, from and after the date of such failure, enter into any agreements with the District or seek reimbursement from the District for any expenses incurred in connection with the District or development of the Development until the failure has been cured.

ARTICLE V
ISSUANCE OF BONDS AND CONSENT TO ROAD PROJECT

5.01 Issuance of Bonds. The District may issue Bonds as permitted by law and this Agreement. Except as authorized by this Agreement, the District shall not issue Bonds without prior approval of the City Council.

5.02 Purposes. The purposes for which the District may issue Bonds without approval of the City Council shall be restricted to the following (collectively, "Major Items"):

(a) Purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

(1) Provide a water supply for the District for municipal, domestic, and commercial uses;

(2) Collect, transport, process, dispose of, and control all domestic, commercial, industrial or communal wastes from the District, whether in fluid, solid, or composite state;

(3) Gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District; and

(4) Undertake the Road Project as set forth in Section 5.03.

(b) Payment of organization expenses, initial operation expenses, cost of issuance, interest during construction and capitalized interest;

(c) Establishment, operation, and maintenance of a police and fire department to perform police, fire-fighting and other emergency services within the District;

(d) Purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment, and other items related to recreational facilities, including without limiting, parks, landscaping, parkways, greenbelts, sidewalks, trails, public right-of-way beautification projects, street lighting and security lighting as described in Texas Water Code §§ 49.461-49.466 or as permitted under Texas Water Code §54.201; and

(e) Refunding of any outstanding Bonds of the District for a debt service savings; provided, however, that any such refunding Bonds otherwise satisfy the requirements of this Agreement.

5.03 Road Project. 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, the District agrees that the total amount of Bonds issued by the District for all purposes (excluding refunding Bonds) shall not exceed $94,000,000.00, less 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 (the "Bond Limit Amount"), unless specifically approved by the City Council. Owner and the District 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.

5.04 Bond Requirements. The District shall obtain all necessary authorizations for Bonds issued to finance the Major Items and the acquisition or construction of Infrastructure for the benefit of the District in accordance with this Agreement and laws applicable to the District. Unless waived by the City in writing, all Bonds issued by the District shall comply with the following requirements:

(a) Maximum maturity of 25 years for any one series of Bonds; and

(b) Interest rate that does not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one month period immediately preceding the date that the notice of the sale of such Bonds is given; and

(c) The Bonds shall expressly provide that the District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10th) anniversary of the date of issuance, without premium. No variable rate Bonds shall be issued by the District without City Council approval; and

(d) Any refunding Bonds of the District must provide for a minimum of three percent (3%) present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds unless approved by the City Council; and

(e) No Bonds shall be issued having an issuance date more than twenty (20) years after the first record plat is recorded within the District.

5.05 Certifications. With respect to any matter required by this Article V to be certified in writing, this Agreement also requires, and the District hereby warrants, that every statement in any certification shall be true and correct in all material respects and that the person signing the certification has been given the requisite authority to do so on behalf of the District.

5.06 Economic Feasibility. Before submission of an application for approval of issuance of Bonds to the TCEQ or the Attorney General, whichever occurs first, the District's

financial advisor shall certify in writing to the City Secretary, City Manager, and City Bond Counsel that the Bonds will be issued within the then-current economic feasibility guidelines established by the TCEQ for districts in Collin County.

5.07 Notice of Bond Issues. At least thirty (30) days before submission of an application for approval of issuance of Bonds to the TCEQ or the Attorney General, whichever occurs first, the District shall deliver to the City Secretary, City Manager, and City Bond Counsel the certification required by Section 5.06 of this Agreement and Notice containing: (a) the amount of Bonds being proposed for issuance; (b) a general description of the projects to be funded and/or the Bonds to be refunded by such Bonds; and (c) the proposed debt service and District tax rate after issuance of the Bonds. If the District is not required to obtain TCEQ approval of the issuance of the Bonds, the District shall deliver such certification and Notice to the City Secretary, City Manager, and City Bond Counsel at least sixty (60) days prior to issuance of Bonds, except refunding Bonds, by the District.

5.08 Compliance with Agreements. At least thirty (30) days before submission of an application for approval of issuance of Bonds to the TCEQ or the Attorney General, whichever occurs first, the District shall certify in writing to the City Secretary, City Manager, and City Bond Counsel that the District and Owner are not in breach of any of the Consent Ordinance, this Agreement, or the Strategic Partnership Agreement.

5.09 Bond Objections. The City shall have a period of thirty (30) days after receiving the last of the certifications and Notices required by Sections 5.07 and 5.08 of this Agreement within which to object to the Bonds. If the City fails to object to a proposed Bond issue within such 30-day period, the City shall be deemed to have waived all objections. The only basis for an objection by the City to a proposed Bond issue shall be that the District or Owner is in default of a provision of the Consent Ordinance, this Agreement, or the Strategic Partnership Agreement. If the City objects to a proposed Bond issue (a "City Objection"), such objection (a) shall be in writing, (b) shall be given to the District; (c) shall be signed by the City Manager or the City Manager's designee, and (d) shall specifically identify the applicable provision under the Consent Ordinance, this Agreement, or the Strategic Partnership Agreement for which the District or Owner is in default. It shall not be a basis for a City Objection that the City disagrees with the District's financial advisor as to the financial feasibility of the Bonds so long as the proposed Bonds are approved by the TCEQ and Attorney General. In the event a City Objection is timely given to the District (as required by this Section 5.09) with respect to a specific Bond application, the City and the District shall cooperate to resolve the City Objection within a reasonable time, and the Bond application to which the City Objection applies shall be delayed until the City Objection has been cured or waived. Unless otherwise cured by written agreement of the Parties, a City Objection shall be deemed cured if (x) the District files a petition seeking declaratory judgment in state district court, (y) not less than thirty (30) days before filing the petition the District gives the City Attorney and the City Manager Notice of, and waives any objections to the City's right to intervene in, such a declaratory judgment action, and (z) the district court determines that the District or Owner is not in default with respect to any provision of the Consent Ordinance, this Agreement, or the Strategic Partnership Agreement or, alternatively, finds that if such a default had previously occurred, the default has been cured. A City Objection may be waived by the City at any time.

5.10 Official Statements. Within thirty (30) days after the District closes the sale of each series of Bonds, the District shall deliver to the City Secretary and City Manager a copy of the final official statement for such series of Bonds. If the City requests additional information regarding such issuance of the Bonds, the District shall promptly provide such information at no cost to the City.

ARTICLE VI
REPORTING REQUIREMENTS

The District shall: (a) send a copy of each order or other action setting an ad valorem tax rate to the City Secretary, City Manager, and City Bond Counsel within thirty (30) days after the District adopts the rate; (b) send a copy of each annual audit to the City Secretary, City Manager, and City Bond Counsel within thirty (30) days after approval by the Board; and (c) provide copies of any material event notices filed under applicable federal securities laws or regulations to the City Secretary, City Manager, and City Bond Counsel within thirty (30) days after filing such notices with the applicable federal agency.

ARTICLE VII
ANNEXATION OF DISTRICT BY CITY

7.01 General Terms. The Parties acknowledge and agree that the Development lies wholly within the City's ETJ. The Parties further acknowledge that the creation of the District, and the City's consent thereto, are for purposes that include promoting the orderly development and extension of City services to the Development upon annexation.

7.02 Incorporation. In furtherance of the purposes of this Agreement, the District and Owner, on behalf of themselves and their respective successors and Assignees, covenant and agree to the extent allowed by law that, except upon written consent of the City Council, neither the District nor Owner will: (a) seek or support any effort to incorporate the Development or any part thereof; or (b) sign, join in, associate with, or direct to be signed any petition seeking to incorporate any of the Development or seeking to include any of the Development within the boundaries of any other incorporated entity.

7.03 Notice. Within thirty (30) days after written Notice from the City, the District shall file in the real property records of Collin County: (a) a notice in the form required by Section 49.452 of the Texas Water Code; and (b) a notice in the form of **Exhibit C** attached to this Agreement stating that the City has the authority to annex the District subject to the limitations set forth in Section 7.05 of this Agreement.

7.04 Annexation of Portions of Development. Owner and the District agree to cooperate with and assist the City in annexing one or more areas in the manner prescribed by law which does not result in the dissolution of the District, each of which may not exceed 525 feet in width at its widest point or such other width limitation subsequently imposed by law, as reasonably necessary for the City to connect areas to the City that are outside the District and that the City intends to annex. The City consents and agrees that such areas shall be located within right of way areas or along lot lines whenever possible. Notwithstanding the zoning

approved for the annexed area, such area can be developed and used in accordance with the Development Agreement.

7.05 Full Purpose Annexation. The City will not annex the Development for full purposes any earlier than the first to occur of: (a) completion of the Major Items and completion of the construction of the Infrastructure to serve full development of the Property and the issuance by the District of Bonds to reimburse the full cost of the Major Items and the Infrastructure; (b) fifteen (15) years after the first record plat is recorded within the District; or (c) the dissolution of the District (other than as a result of annexation by the City).

7.06 Limited Purpose Annexation. The Parties agree that the City shall have the right to annex for limited purposes the Development for the sole and limited purpose of imposing the City's sales and use tax within the Development pursuant to Section 43.0751 of the Local Government Code. The terms and conditions upon which such limited purpose annexations may occur shall be set forth in the Strategic Partnership Agreement.

7.07 Reimbursement Agreements. Unless waived by the City in writing, the District agrees not to issue debt or incur contractual indebtedness for purposes of reimbursing Owner for any costs or expenses paid by Owner after the 25th anniversary of the District Confirmation Date, which costs and expenses would otherwise be eligible to be reimbursed to Owner by the District pursuant to the rules and regulations of the TCEQ or other applicable law, and expressly and irrevocably waives any claims against the City for repayment of such indebtedness following full-purpose annexation.

ARTICLE VIII
TERM OF AGREEMENT

This Agreement shall be effective from the Effective Date and shall continue in effect until the District is annexed for full purposes and dissolved by the City or until terminated in writing by mutual agreement of the City and the District.

ARTICLE IX
BREACH, NOTICE AND REMEDIES

9.01 Notification of Breach. If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the breach in reasonable detail.

9.02 Cure of Breach. The breaching Party shall commence curing such breach within fourteen (14) calendar days after the time the breaching Party receives such Notice and complete the cure within fourteen (14) calendar days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure by the breaching Party within such 14-day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure the default within such 14-day period and diligently completes the cure within a reasonable time without unreasonable cessation of the work. Breach of an obligation to pay money shall be considered susceptible to cure within any period required.

9.03 Remedies for Breach. If the breaching Party does not cure such breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, injunctive relief, and other remedies described in this Agreement; provided, however, (a) the non-breaching Party shall not be entitled to terminate this Agreement, (b) each Party specifically waives any right such Party has or in the future may have to terminate this Agreement, and (c) it is understood and agreed that no Party will seek or recover actual, consequential or any other type of monetary damages or awards.

ARTICLE X
ADDITIONAL PROVISIONS

10.01 Notice. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this Section 10.01.

To the City: City of McKinney, Texas
Attn: City Manager
222 N. Tennessee
McKinney, Texas 75069
E-Mail: jgray@mckinneytexas.org
FAX: 972.547.2607

Copy to: Attn: City Attorney
Mark Houser
Brown & Hofmeister
740 E. Campbell Road, Suite 800
Richardson, Texas 75081
E-Mail: mhouser@bhlaw.net
FAX: 214.747.6111

To Owner: CH-B Trinity Falls, LP
Attn: Leisha Ehlert
1111 West 11th Street
Austin, Texas 78703
E-Mail: le@castlehillco.com
FAX: 512-381.6131

Copy to: Vinson & Elkins
Attn: Randy Jurgensmeyer
2001 Ross Avenue, Suite 3700
Dallas, TX 75201
E-Mail: rjurgensmeyer@velaw.com
Fax: 214.999.7790

Copy to: Sanford Kuhl Hagan Kugle Parker Kahn LLP
Attn: Julianne Kugle
1980 Post Oak Boulevard, Suite 1380
Houston, TX 77056
E-Mail: kugle@sklaw.us
Fax: 713.850.1330

10.02 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

10.03 City Consent and Approval. Except for the procedures with respect to Bond objections in Section 5.09 of this Agreement, in any provision of this Agreement that provides for the consent or approval of the City staff or City Council, such consent or approval may be withheld or conditioned by the staff or City Council at its sole discretion.

10.04 Governing Law and Venue. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Collin County, Texas and hereby submit to the jurisdiction of the courts of Collin County, Texas, and hereby agree that any such courts shall be a proper forum for the determination of any dispute arising hereunder.

10.05 Authority to Execute. The City warrants that this Agreement has been approved by the City Council in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Owner warrants that the execution of this Agreement is duly authorized in conformity with the articles of incorporation, bylaws, partnership agreement, or other applicable organizational

documents of Owner and that the individual executing this Agreement on behalf of Owner has been authorized to do so. The District warrants that this Agreement has been approved by the Board in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Board has been authorized to do so.

10.06 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances except to the extent that the severed provision(s) is a dependent substantive term the removal of which affects the intent and effect of the remaining provisions.

10.07 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the Parties will cooperate to amend the Agreement in such a manner that is most consistent with the original intent of the Agreement as legally possible.

10.08 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon the request of any other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

10.09 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the Agreement.

10.10 Assignment.

(a) Neither the District nor the City may assign this Agreement without the written consent of the other Parties.

(b) Owner has the right, from time to time, to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to the District (after the District Confirmation Date) and to any person or entity (an "Assignee") without the consent of the City, provided that the following conditions are satisfied: (1) if not the District, Assignee is a successor owner of all or any part of the Development or is a lender to a successor owner of all or any part of the Development; (2) if not the District, Assignee has a contractual right to be reimbursed for water, sewer, or drainage improvements and/or the Road Project from Bonds (or has a lien or other security interest in such reimbursements); (3) the assignment is in writing executed by Owner and Assignee in the form of assignment attached as Exhibit D; (4) Assignee expressly assumes in the assignment any assigned obligations and expressly

agrees in the assignment to observe, perform, and be bound by this Agreement to the extent this Agreement relates to the obligations, rights, titles, or interests assigned; and (5) a copy of the executed assignment is provided to all Parties within fifteen (15) days after execution. Provided the foregoing conditions are satisfied, from and after the date the assignment is executed by Owner and Assignee, the City agrees to look solely to Assignee for the performance of all obligations assigned to Assignee and agrees that Owner shall be released from performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain written records of all assignments made by Owner (including, for each Assignee, the Notice information required by this Agreement, and including a copy of each executed assignment) and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity. It is specifically intended that this Agreement, and all terms, conditions and covenants herein, shall survive a transfer, conveyance, or assignment occasioned by the exercise of foreclosure of lien rights by a creditor or a Party, whether judicial or non-judicial. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and Assignees. Notwithstanding the foregoing, however, Owner shall not have the right to assign this Agreement, or any right, title, or interest of Owner under this Agreement, until the District has become a Party.

10.11 Amendment. This Agreement may be amended only with the written consent of all Parties and with approval of the governing bodies of the City and the District.

10.12 Interpretation. The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

10.13 No Third Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the City, the District nor Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City, the District and Owner.

10.14 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Map
Exhibit B	Legal description of the Development
Exhibit C	Annexation Notice
Exhibit D	Assignment and Assumption Agreement

10.15 Conspicuous Provisions. The City, the District, and Owner acknowledge that the provisions of this Agreement set out in **bold**, **CAPITALS** (or any combination thereof) satisfy the requirements for the express negligence rule and/or are conspicuous.

10.16 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

10.17 Termination of Original District Agreement. Upon full execution of this Agreement, the Original District Agreement shall be automatically and unconditionally terminated and of no further force and effect, and each Party unconditionally releases the other Parties from all duties, obligations, and liabilities that may have arisen under the Original District Agreement.

[Signature Pages Follow]

ATTEST:

12/13/12
City Secretary

CITY OF MCKINNEY

By: _____
Name: _____
Its: _____

Date: 12/12/12

APPROVED AS TO FORM AND ~~LEGALITY~~:

City Attorney

By Rob Daake, Deputy City Manager and authorized signatory

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me, on the 12 day of December, 2012 by Rob Daake, Deputy City Manager of the City of McKinney, Texas on behalf of said city.

Dedra J Bates
Notary Public, State of Texas

Printed Name: Dedra J. Bates

My Commission Expires: December 17, 2012

DEDRA J. BATES
Notary Public
STATE OF TEXAS
My Comm. Exp. December 17, 2016

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: 12.5.12

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me, on the 5th day of December, 2012, 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.

[SEAL]

DEDRA J. BATES
Notary Public
STATE OF TEXAS
My Comm. Exp. December 17, 2012

Dedra J. Bates
Notary Public, State of Texas
Printed Name: Dedra J. Bates
My Commission Expires: 12-17-12

MCKINNEY MUNICIPAL UTILITY
DISTRICT NO. 2 OF COLLIN COUNTY

By: _____

Its: President, Board of Directors

Date: 1/29/2013

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me, on the 29th day of January, ~~2012~~ 2013, by Travis Littlefield, 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] JESSICA JARRETT My Commission Expires March 22, 2015

Printed Name: Jessica Jarrett

My Commission Expires: 3-22-15

Exhibit A
MAP

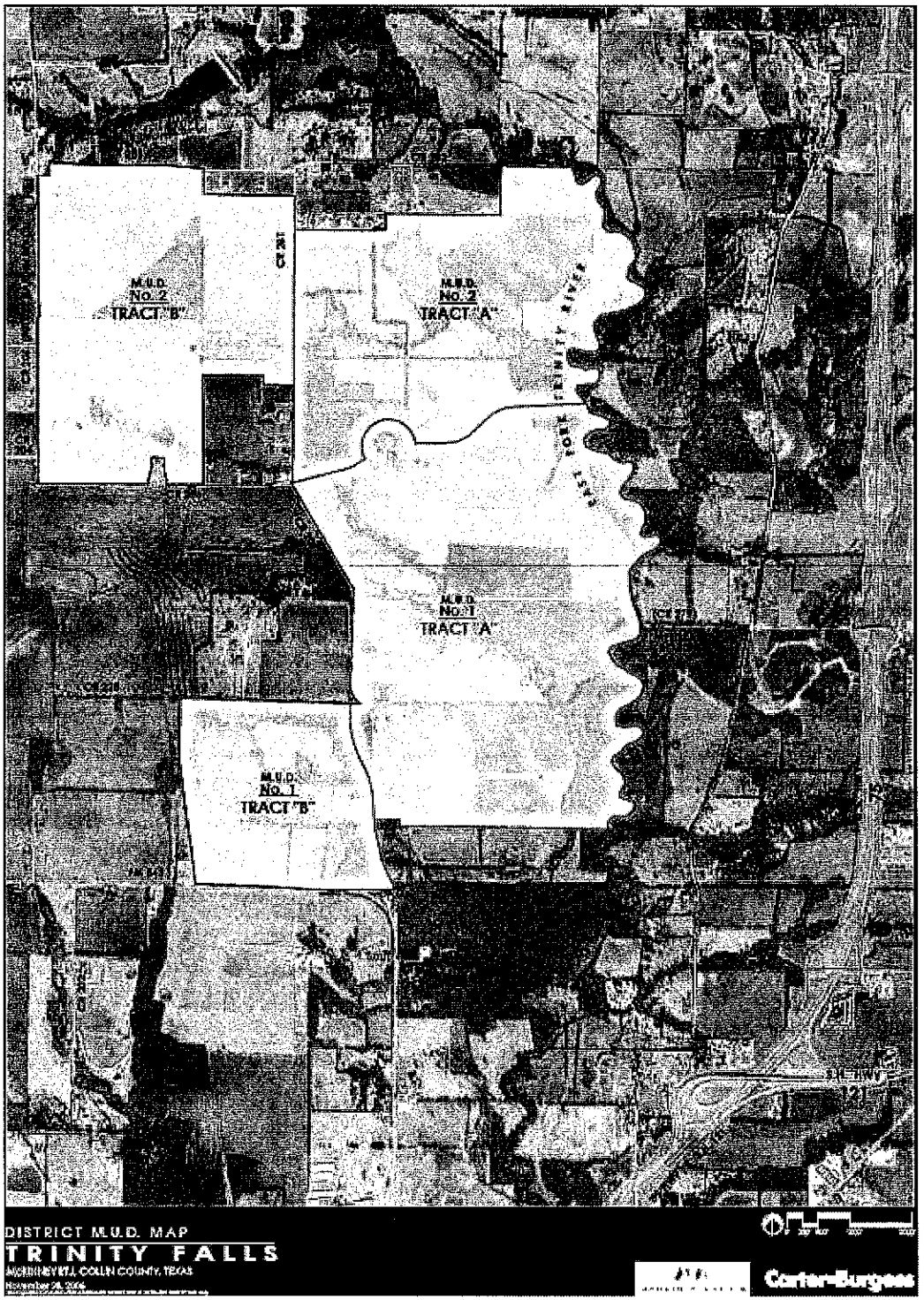


Exhibit B
LEGAL DESCRIPTION OF THE DEVELOPMENT

(1) MUD 2/TRACT A - 423.553 acres

BEING A 423.553 ACRE TRACT OF LAND SITUATED IN THE THOMAS BRUCE SURVEY, ABSTRACT NO. 103, THE THOMAS LINDSAY SURVEY, ABSTRACT NO. 521, COLLIN COUNTY, TEXAS, AND BEING ALL OF A CALLED 106.762 ACRE TRACT OF LAND CONVEYED TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344750, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING ALL OF A CALLED 118.259 ACRE TRACT OF LAND CONVEYED TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344760, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 1113.084 ACRE TRACT OF LAND CONVEYED TO MA BB OWEN, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060616000829800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID 423.553 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-8982), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 106.762 ACRE TRACT AND THE NORTHEAST CORNER OF A 39.06 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THOMAS M. FRIS AS RECORDED IN COLLIN COUNTY CLERK'S FILE NO. 96-0104896, LAND RECORDS, COLLIN COUNTY, TEXAS, SAID POINT ALSO BEING ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO JOHN P. WALDEN & WIFE JANE WALDEN AS RECORDED IN VOLUME 551, PAGE 366 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE, ALONG COMMON LINES OF SAID 106.762 ACRE TRACT AND SAID WALDEN TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 11 MINUTES 59 SECONDS EAST, A DISTANCE OF 900.54 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

SOUTH 89 DEGREES 27 MINUTES 53 SECONDS EAST, A DISTANCE OF 161.43 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 83 DEGREES 20 MINUTES 49 SECONDS EAST, A DISTANCE OF 67.79 FEET TO THE NORTHEAST CORNER OF SAID 106.762 ACRE

TRACT AND THE APPROXIMATE CENTERLINE OF EAST FORK OF THE TRINITY RIVER;

THENCE, ALONG THE EAST PROPERTY LINE OF SAID 106.762 ACRE TRACT, AND WITH THE CENTERLINE OF AFORESAID EAST FORK OF THE TRINITY RIVER, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 20 DEGREES 21 MINUTES 50 SECONDS EAST, A DISTANCE OF 147.67 FEET TO A POINT FOR CORNER;

SOUTH 15 DEGREES 11 MINUTES 51 SECONDS EAST, A DISTANCE OF 121.20 FEET TO A POINT FOR CORNER;

SOUTH 53 DEGREES 55 MINUTES 47 SECONDS EAST, A DISTANCE OF 57.30 FEET TO A POINT FOR CORNER;

NORTH 81 DEGREES 40 MINUTES 31 SECONDS EAST, A DISTANCE OF 68.17 FEET TO A POINT FOR CORNER;

NORTH 55 DEGREES 58 MINUTES 51 SECONDS EAST, A DISTANCE OF 70.86 FEET TO A POINT FOR CORNER;

NORTH 50 DEGREES 52 MINUTES 37 SECONDS EAST, A DISTANCE OF 167.34 FEET TO A POINT FOR CORNER;

SOUTH 63 DEGREES 52 MINUTES 45 SECONDS EAST, A DISTANCE OF 76.94 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 20 MINUTES 33 SECONDS EAST, A DISTANCE OF 73.75 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 16 MINUTES 49 SECONDS WEST, A DISTANCE OF 61.92 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 28 MINUTES 37 SECONDS WEST, A DISTANCE OF 67.28 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 53 MINUTES 46 SECONDS WEST, A DISTANCE OF 70.84 FEET TO A POINT FOR CORNER;

SOUTH 04 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 98.68 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 59 MINUTES 37 SECONDS EAST, A DISTANCE OF 72.48 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 58 MINUTES 18 SECONDS EAST, A DISTANCE OF 131.77 FEET TO A POINT FOR CORNER;

SOUTH 03 DEGREES 11 MINUTES 20 SECONDS EAST, A DISTANCE OF 91.41 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 35 MINUTES 41 SECONDS WEST, A DISTANCE OF 188.59 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 55 MINUTES 44 SECONDS EAST, A DISTANCE OF 101.19 FEET TO A POINT FOR CORNER;

SOUTH 77 DEGREES 27 MINUTES 27 SECONDS EAST, A DISTANCE OF 101.27 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 08 MINUTES 21 SECONDS EAST, A DISTANCE OF 137.11 FEET TO A POINT FOR CORNER;

SOUTH 56 DEGREES 41 MINUTES 24 SECONDS EAST, A DISTANCE OF 136.45 FEET TO A POINT FOR CORNER;

SOUTH 41 DEGREES 28 MINUTES 51 SECONDS EAST, A DISTANCE OF 84.90 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 13 MINUTES 08 SECONDS EAST, A DISTANCE OF 239.45 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 49 MINUTES 08 SECONDS WEST, A DISTANCE OF 84.82 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 02 MINUTES 36 SECONDS WEST, A DISTANCE OF 120.85 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 50 MINUTES 36 SECONDS WEST, A DISTANCE OF 106.92 FEET TO A POINT FOR CORNER;

SOUTH 04 DEGREES 08 MINUTES 50 SECONDS WEST, A DISTANCE OF 83.94 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 46 MINUTES 39 SECONDS EAST, A DISTANCE OF 70.50 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 20 MINUTES 11 SECONDS EAST, A DISTANCE OF 154.89 FEET TO A POINT FOR CORNER;

SOUTH 57 DEGREES 43 MINUTES 24 SECONDS EAST, A DISTANCE OF 104.47 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 103.87 FEET TO A POINT FOR CORNER;

SOUTH 30 DEGREES 16 MINUTES 36 SECONDS WEST, A DISTANCE OF 92.56 FEET TO A POINT FOR CORNER;

SOUTH 48 DEGREES 18 MINUTES 00 SECONDS WEST, A DISTANCE OF 95.11 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 48 MINUTES 37 SECONDS WEST, A DISTANCE OF 115.06 FEET TO A POINT FOR CORNER;

SOUTH 63 DEGREES 46 MINUTES 10 SECONDS WEST, A DISTANCE OF 108.90 FEET TO A POINT FOR CORNER;

SOUTH 74 DEGREES 52 MINUTES 48 SECONDS WEST, A DISTANCE OF 108.83 FEET TO A POINT FOR CORNER;

SOUTH 80 DEGREES 20 MINUTES 18 SECONDS WEST, A DISTANCE OF 130.42 FEET TO A POINT FOR CORNER;

SOUTH 77 DEGREES 33 MINUTES 24 SECONDS WEST, A DISTANCE OF 159.57 FEET TO A POINT FOR CORNER;

SOUTH 49 DEGREES 37 MINUTES 34 SECONDS WEST, A DISTANCE OF 79.64 FEET TO A POINT FOR CORNER;

SOUTH 30 DEGREES 51 MINUTES 57 SECONDS WEST, A DISTANCE OF 127.68 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 15 MINUTES 52 SECONDS EAST, A DISTANCE OF 88.75 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 25 MINUTES 34 SECONDS EAST, A DISTANCE OF 191.80 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 27 MINUTES 55 SECONDS EAST, A DISTANCE OF 92.30 FEET TO A POINT FOR CORNER;

SOUTH 39 DEGREES 42 MINUTES 15 SECONDS WEST, A DISTANCE OF 84.38 FEET TO A POINT FOR CORNER;

SOUTH 80 DEGREES 08 MINUTES 27 SECONDS WEST, A DISTANCE OF 92.47 FEET TO A POINT FOR CORNER;

NORTH 75 DEGREES 29 MINUTES 03 SECONDS WEST, A DISTANCE OF 181.83 FEET TO A POINT FOR CORNER;

NORTH 78 DEGREES 44 MINUTES 38 SECONDS WEST, A DISTANCE OF 106.12 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 37 MINUTES 05 SECONDS WEST, A DISTANCE OF 80.67 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 46 MINUTES 24 SECONDS WEST, A DISTANCE OF 87.62 FEET TO A POINT FOR CORNER;

SOUTH 14 DEGREES 45 MINUTES 22 SECONDS EAST, PASSING AT A DISTANCE OF 71.19 FEET THE SOUTHEAST CORNER OF SAID 106.762 ACRE TRACT, SAME BEING A NORTHEAST CORNER OF AFORESAID 1113.084 ACRE TRACT, CONTINUING WITH THE CENTERLINE OF SAID EAST FORK OF THE TRINITY RIVER AND THE EAST PROPERTY LINE OF SAID 1113.084 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 120.37 FEET TO A POINT FOR CORNER;

THENCE, CONTINUING WITH THE CENTERLINE OF SAID EAST FORK OF THE TRINITY RIVER AND ALONG THE EAST PROPERTY LINE OF SAID 1113.084 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 34 DEGREES 39 MINUTES 08 SECONDS EAST, A DISTANCE OF 74.62 FEET TO A POINT FOR CORNER;

SOUTH 84 DEGREES 34 MINUTES 58 SECONDS EAST, A DISTANCE OF 126.28 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 27 MINUTES 27 SECONDS EAST, A DISTANCE OF 133.32 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 35 MINUTES 21 SECONDS EAST, A DISTANCE OF 110.32 FEET TO A POINT FOR CORNER;

SOUTH 75 DEGREES 11 MINUTES 25 SECONDS EAST, A DISTANCE OF 99.44 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 58 MINUTES 48 SECONDS EAST, A DISTANCE OF 54.42 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 07 MINUTES 16 SECONDS WEST, A DISTANCE OF 82.33 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 19 MINUTES 44 SECONDS WEST, A DISTANCE OF 114.95 FEET TO A POINT FOR CORNER;

SOUTH 85 DEGREES 30 MINUTES 45 SECONDS WEST, A DISTANCE OF 291.84 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 46 MINUTES 06 SECONDS WEST, A DISTANCE OF 95.18 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 121.86 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 12 MINUTES 58 SECONDS EAST, A DISTANCE OF 130.83 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 1113.084 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 87 DEGREES 05 MINUTES 41 SECONDS WEST, A DISTANCE OF 1162.77 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39 DEGREES 50 MINUTES 38 SECONDS, A RADIUS OF 630.00 FEET, A LONG CHORD THAT BEARS, SOUTH 67 DEGREES 10 MINUTES 22 SECONDS WEST, A DISTANCE OF 429.33 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 438.11 FEET TO A POINT FOR CORNER;

SOUTH 47 DEGREES 15 MINUTES 03 SECONDS WEST, A DISTANCE OF 379.74 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 41 DEGREES 03 MINUTES 11 SECONDS, A RADIUS OF 570.00 FEET, A LONG CHORD THAT BEARS, SOUTH 67 DEGREES 46 MINUTES 38 SECONDS WEST, A DISTANCE OF 399.73 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 408.41 FEET TO A POINT FOR CORNER;

SOUTH 88 DEGREES 18 MINUTES 14 SECONDS WEST, A DISTANCE OF 536.71 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 202 DEGREES 43 MINUTES 24 SECONDS, A RADIUS OF 430.00 FEET, A

LONG CHORD THAT BEARS, SOUTH 72 DEGREES 56 MINUTES 30 SECONDS WEST, A DISTANCE OF 843.15 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 1521.42 FEET TO A POINT FOR CORNER;

SOUTH 57 DEGREES 34 MINUTES 46 SECONDS WEST, A DISTANCE OF 177.27 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17 DEGREES 46 MINUTES 00 SECONDS, A RADIUS OF 570.00 FEET, A LONG CHORD THAT BEARS, SOUTH 66 DEGREES 27 MINUTES 46 SECONDS WEST, A DISTANCE OF 176.04 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 176.75 FEET TO A POINT FOR CORNER;

SOUTH 75 DEGREES 20 MINUTES 45 SECONDS WEST, A DISTANCE OF 877.21 FEET TO A POINT FOR CORNER IN THE WEST LINE OF SAID 1113.084 ACRE TRACT, SAME BEING THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 281 (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 00 DEGREES 31 MINUTES 40 SECONDS EAST, ALONG THE WEST LINE OF SAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 281, A DISTANCE OF 1574.34 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN INSIDE ELL CORNER OF SAID 1113.084 ACRE TRACT AND THE NORTHEAST CORNER OF A CALLED 3.000 ACRE TRACT OF LAND CONVEYED TO TERRY L. HERTWICK AND ROSE ETTA JONES BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0001673, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 00 DEGREES 04 MINUTES 47 SECONDS EAST, OVER AND ACROSS SAID 1113.084 ACRE TRACT, CONTINUING ALONG THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 281, A DISTANCE OF 2505.18 FEET TO A POINT FOR AN INSIDE ELL CORNER OF SAID 1113.084 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 21 MINUTES 54 SECONDS EAST, ALONG THE NORTH LINE OF SAID 1113.084 ACRE TRACT, PASSING AT A DISTANCE OF 40.00 FEET A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 1290.73 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE A NORTHEAST CORNER OF SAID 1113.084 ACRE TRACT AND BEING ON THE WEST LINE OF SAID 118.259 ACRE TRACT;

THENCE, NORTH 00 DEGREES 11 MINUTES 31 SECONDS WEST, ALONG THE WEST LINE OF SAID 118.259 ACRE TRACT, A DISTANCE OF 15.14 FEET TO A 1/2 INCH IRON ROD FOUND FOR A NORTHWEST CORNER OF SAID 118.259 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 1.071 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ANITA L. GRAY AND HUSBAND, JIMMY L. GRAY AS RECORDED IN COLLIN COUNTY CLERK'S FILE NO. 94-0054427 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 10 MINUTES 20 SECONDS EAST, ALONG THE SOUTH LINE OF AFORESAID 1.071 ACRE TRACT, A DISTANCE OF 182.65 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHEAST CORNER OF SAID 1.071 ACRE TRACT;

THENCE NORTH 00 DEGREES 11 MINUTES 36 SECONDS WEST, ALONG THE EAST LINE OF AFORESAID 1.071 ACRE TRACT, A DISTANCE OF 254.52 FEET TO A POINT FOR CORNER, FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS NORTH 00 DEGREES 11 MINUTES 36 SECONDS WEST, A DISTANCE OF 0.64 FEET, SAID POINT BEING IN THE SOUTH LINE OF A CALLED 10.000 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CABE W. CHADICK AS RECORDED IN COLLIN COUNTY CLERK'S FILE NO. 2000-0095879 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 20 MINUTES 27 SECONDS EAST, ALONG THE NORTH LINE OF SAID 118.259 ACRE TRACT, THE SOUTH LINE OF SAID 10.000 ACRE TRACT, THE SOUTH LINE OF AFORESAID 39.06 ACRE TRACT, A DISTANCE OF 1856.29 FEET TO A 3/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID THOMAS M. FRIS TRACT;

THENCE, NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, ALONG THE WEST LINE OF SAID 106.762 ACRE TRACT AND THE EAST LINE OF SAID THOMAS M. FRIS TRACT, A DISTANCE OF 794.23 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 423.553 ACRES OF LAND, MORE OR LESS.

(2) MUD 2/TRACT B - 407.211 acres

BEING A 407.211 ACRE TRACT OF LAND SITUATED IN THE JOHN LARIMON SURVEY, ABSTRACT NO. 530, AND THE THOMAS BRUCE SURVEY, ABSTRACT NO. 103, COLLIN COUNTY, TEXAS, AND BEING PART OF A 158.524 ACRE TRACT OF LAND CONVEYED TO MA-BBO FIVE, L.P. BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060718001344740, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING PART OF A 1113.084 ACRE TRACT OF LAND CONVEYED TO MA BB OWEN, L.P. BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060616000829800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 407.211 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY

GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT AT A NORTHWEST CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF A CALLED 0.998 ACRE TRACT OF LAND CONVEYED TO CHAMBERVILLE CEMETERY ASSOCIATION BY DEED RECORDED IN VOLUME 2034, PAGE 573, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING IN COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE NORTH 89 DEGREES 45 MINUTES 16 SECONDS EAST, ALONG THE SOUTH LINE OF AFORESAID 0.998 ACRE TRACT, PASSING AT A DISTANCE OF 9.74 FEET A 5/8 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 188.45 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR AN INSIDE ELL CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF SAID 0.998 ACRE TRACT;

THENCE NORTH 00 DEGREES 55 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF AFORESAID 0.998 ACRE TRACT PASSING AT A DISTANCE OF 177.66 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 206.50 FEET TO A POINT FOR A NORTHEAST CORNER OF SAID 0.998 ACRE TRACT AND BEING A NORTHWEST CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING IN THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 281 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE ALONG THE NORTH LINE OF AFORESAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 88 DEGREES 11 MINUTES 52 SECONDS EAST, A DISTANCE OF 172.87 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 84 DEGREES 50 MINUTES 48 SECONDS EAST, A DISTANCE OF 300.57 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 88 DEGREES 57 MINUTES 46 SECONDS EAST, A DISTANCE OF 689.46 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 89 DEGREES 51 MINUTES 11 SECONDS EAST, A DISTANCE OF 691.44 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 84 DEGREES 42 MINUTES 34 SECONDS EAST, A DISTANCE OF 623.13 FEET TO A 3/4 INCH IRON ROD FOUND FOR THE MOST NORTHERN NORTHEAST CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING THE NORTHWEST CORNER OF A CALLED 7.04 ACRE TRACT OF LAND CONVEYED TO ROBERT W. GANTER AND ELIZABETH A. GANTER BY DEED RECORDED IN COUNTY CLERK'S NO. 97-0024749. LAND RECORDS, COLLIN COUNTY, TEXAS;

SOUTH 00 DEGREES 29 MINUTES 01 SECONDS WEST, ALONG AN EAST LINE OF AFORESAID 1113.084 ACRE TRACT AND THE COMMON WEST LINE OF AFORESAID 7.04 ACRE TRACT , A DISTANCE OF 411.24 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF SAID 7.04 ACRE TRACT;

SOUTH 89 DEGREES 02 MINUTES 06 SECONDS EAST, ALONG THE NORTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON SOUTH LINE OF AFORESAID 7.04 ACRE TRACT, A DISTANCE OF 1471.42 FEET TO A 1/2 INCH IRON PIPE FOUND FOR CORNER AND BEING ON THE WEST LINE OF A CALLED 5.660 ACRE TRACT OF LAND CONVEYED TO DONALD DWAYNE TUCKER AND WIFE, JEAN TUCKER RECORDED IN VOLUME 931, PAGE 368, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281;

THENCE SOUTH 00 DEGREES 40 MINUTES 36 SECONDS WEST, ALONG AN EAST LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON WEST LINES OF AFORESAID 5.660 TUCKER TRACT AND OF A CALLED 1.39 ACRE TRACT OF LAND CONVEYED TO CALVIN JARRETT AND KAREN JARRETT BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2005-0097078, LAND RECORDS, COLLIN COUNTY, TEXAS AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281, A DISTANCE OF 537.51 FEET TO A POINT FOR THE CORNER;

THENCE, SOUTH 00 DEGREES 04 MINUTES 47 SECONDS WEST, OVER AND ACROSS SAID 1113.084 ACRE TRACT, A DISTANCE OF 2505.18 FEET TO A 1/2 INCH IRON ROD FOUND ON A SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A CALLED 3.000 ACRE TRACT OF LAND CONVEYED TO TERRY L. HARTWICK AND ROSE ETTA JONES BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0001673, LAND RECORDS, COLLIN COUNTY, TEXAS;
THENCE, NORTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 1113.084 ACRE TRACT, AND THE COMMON NORTH

LINE OF SAID 3.000 ACRE TRACT, A DISTANCE OF 484.37 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER ON THE EAST LINE OF A 19.33 ACRE TRACT OF LAND CONVEYED TO TERRY L. HARTWICK AND ROSE ETTA JONES BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 94-0065235, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 00 DEGREES 14 MINUTES 32 SECONDS WEST, A DISTANCE OF 154.99 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 19.33 ACRE TRACT;

THENCE, NORTH 89 DEGREES 39 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 19.33 ACRE TRACT, A DISTANCE OF 988.76 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER ON THE EAST LINE OF SAID 158.524 ACRE TRACT;

THENCE, SOUTH 00 DEGREES 26 MINUTES 33 SECONDS EAST, ALONG THE EAST LINE OF SAID 158.524 ACRE TRACT AND THE COMMON WEST LINES OF SAID 19.33 ACRE TRACT AND A CALLED 11.06 ACRE TRACT OF LAND CONVEYED TO HUGH P. McADAMS BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 92-0003436, LAND RECORDS, COLLIN COUNTY, TEXAS, A DISTANCE OF 1763.02 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 158.524 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF SAID 11.06 ACRE TRACT AND BEING IN THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY) AND BEING ON THE NORTH LINE OF A CALLED 72 ACRE TRACT OF LAND CONVEYED TO J.L. MELL, BEVERLY ANN ALLEN & NANCY JO. LAWRENCE BY DEED RECORDED IN COUNTY CLERKS' FILE NO. 2000-0101341, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 36 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON NORTH LINE OF AFORESAID 72 ACRE TRACT AND ALONG THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 A DISTANCE OF 576.42 FEET TO A POINT FOR AN ELL CORNER OF SAID 158.524 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF THE REMAINDER OF A TRACT OF LAND CONVEYED TO DONALD M. MOTSENBACKER AND WIFE, NORMA FAYE MOTSENBACKER BY DEED RECORDED IN VOLUME 2678, PAGE 833, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE ALONG THE COMMON LINES BETWEEN AFORESAID 158.524 ACRE TRACT AND AFORESAID REMAINDER MOTSENBACKER TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 01 DEGREES 01 MINUTES 34 SECONDS EAST, PASSING AT A DISTANCE OF 28.19 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 95.45 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 46 DEGREES 22 MINUTES 09 SECONDS WEST, A DISTANCE OF 30.04 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 01 DEGREES 02 MINUTES 48 SECONDS EAST, A DISTANCE OF 66.35 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 48 DEGREES 15 MINUTES 02 SECONDS WEST, A DISTANCE OF 30.38 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 01 DEGREES 27 MINUTES 43 SECONDS EAST, A DISTANCE OF 66.57 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 46 DEGREES 58 MINUTES 13 SECONDS WEST, A DISTANCE OF 23.59 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 00 DEGREES 24 MINUTES 20 SECONDS EAST, A DISTANCE OF 25.48 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 71 DEGREES 03 MINUTES 06 SECONDS EAST, A DISTANCE OF 10.41 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 39 DEGREES 44 MINUTES 59 SECONDS EAST, A DISTANCE OF 10.78 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 00 DEGREES 21 MINUTES 32 SECONDS WEST, A DISTANCE OF 98.69 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 43 DEGREES 09 MINUTES 55 SECONDS WEST, A DISTANCE OF 11.67 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 88 DEGREES 23 MINUTES 42 SECONDS WEST, A DISTANCE OF 201.10 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 46 DEGREES 23 MINUTES 42 SECONDS WEST, A DISTANCE OF 10.70 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 14 DEGREES 06 MINUTES 56 SECONDS WEST, A DISTANCE OF 10.35 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 01 DEGREES 47 MINUTES 24 SECONDS WEST, A DISTANCE OF 81.41 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 19 DEGREES 38 MINUTES 16 SECONDS EAST, A DISTANCE OF 10.39 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 52 DEGREES 48 MINUTES 19 SECONDS EAST, A DISTANCE OF 10.82 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 76 DEGREES 36 MINUTES 21 SECONDS EAST, A DISTANCE OF 10.30 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 02 DEGREES 21 MINUTES 20 SECONDS WEST, A DISTANCE OF 25.12 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 47 DEGREES 10 MINUTES 36 SECONDS WEST, A DISTANCE OF 33.81 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 47 MINUTES 06 SECONDS EAST, A DISTANCE OF 63.78 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 44 DEGREES 58 MINUTES 54 SECONDS WEST, A DISTANCE OF 31.86 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 34 MINUTES 55 SECONDS EAST, A DISTANCE OF 65.94 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 48 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 30.58 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 40 MINUTES 17 SECONDS EAST, PASSING AT A DISTANCE OF 66.78 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 95.05 FEET TO A POINT FOR AN ELL CORNER OF AFORESAID 158.524 ACRE TRACT AND THE SOUTHWEST CORNER OF AFORESAID REMAINDER MOTSENBACKER TRACT AND BEING ON THE NORTH LINE OF A CALLED 36.145 ACRE TRACT OF LAND CONVEYED TO CAROLYN PUTNEY BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2003-0016137, LAND RECORDS, COLLIN COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO.206;

THENCE NORTH 89 DEGREES 36 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON NORTH LINE OF AFORESAID 36.145 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 1762.31 FEET TO A POINT FOR CORNER;

THENCE NORTH 00 DEGREES 08 MINUTES 15 SECONDS WEST, PASSING AT A DISTANCE OF 26.32 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING ALONG THE WEST LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON EAST LINE OF THE FOLLOWING TRACTS, A CALLED 22.030 ACRE TRACT OF LAND CONVEYED TO BILLY J. DRURY, ET AL BY DEED RECORDED IN VOLUME 1043, PAGE 346, DEED RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 22.030 ACRE TRACT OF LAND CONVEYED TO JIMMIE L. DRURY BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2003-0060252, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 3.67 ACRE TRACT OF LAND CONVEYED TO RODNEY C. NIXON BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 93-0108403, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 3.67 ACRE TRACT OF LAND CONVEYED TO RODNEY C. NIXON BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 93-0108402, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 11.015 ACRE TRACT OF LAND CONVEYED TO QUIDA NIXON BY DEED RECORDED IN VOLUME 1043, PAGE 338, DEED RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 11.015 ACRE TRACT OF LAND CONVEYED TO DEAN ANDERSON BY DEED RECORDED IN VOLUME 1043, PAGE 333, DEED RECORDS, COLLIN COUNTY, TEXAS AND ALONG THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 2672.26 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 88 DEGREES 53 MINUTES 46 SECONDS EAST, A DISTANCE OF 19.61 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHWEST CORNER OF SAID 1113.084 ACRE TRACT;

THENCE ALONG THE WEST LINE OF AFORESAID 1113.084 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

> NORTH 00 DEGREES 12 MINUTES 11 SECONDS WEST, A DISTANCE OF 1035.01 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 50 MINUTES 11 SECONDS WEST, A DISTANCE OF 1248.29 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 407.211 ACRES OF LAND, MORE OR LESS.

Exhibit C

STATE OF TEXAS §
§
COUNTY OF COLLIN §

NOTICE CONCERNING ANNEXATION AND SERVICES

The real property described in Exhibit A attached hereto and incorporated herein is located in McKinney Municipal Utility District No. 2 of Collin County (the "District"). The District is located wholly within the extraterritorial jurisdiction of the City of McKinney. The City does not impose property taxes within the District and is not required by state law to provide police protection, fire protection, road maintenance or any other municipal services to the District.

The City of McKinney may annex the District for full purposes upon the earliest to occur of: (a) completion of the Major Items and completion of the construction of the Infrastructure to serve full development of the Property and the issuance by the District of Bonds to reimburse the full cost of the Major Items and the Infrastructure; (b) fifteen (15) years after the first record plat is recorded within the District; or (c) the dissolution of the District (other than as a result of annexation by the City.

For additional information concerning potential annexation of the District, contact the City of McKinney Director of Development Services.

MCKINNEY MUNICIPAL UTILITY
DISTRICT NO. 2 OF COLLIN
COUNTY

By:_____
Its: President, Board of Directors

Date:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me, on the ___ day of _____, 20__, by _____, President, Board of Directors of the McKinney Municipal Utility District No. 2 of Collin County, on behalf of said district.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:_____

[SEAL]

After recording, return to:

_____

_____

_____

_____

Exhibit A to Notice Concerning Annexation And Services

Exhibit D

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into as of the ____ day of _____, _____, between _____, a _____ ("Assignor"), and _____, a _____ ("Assignee") (Assignor and Assignee are hereinafter sometimes collectively referred to as the "Parties" and singularly as a "Party").

RECITALS:

A. Assignor is the owner of the rights of the Owner under that certain "2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 2 of Collin County (the "Agreement") effective as of _____ __, 2012, among Assignor as "Owner", the City of McKinney, Texas, as the "City", and McKinney Municipal Utility District No. 2 of Collin County, as the "District," relating to the creation and operation of the District, to the extent that the Agreement covers, affects, and relates to the lands described on **Exhibit A** attached to and made a part hereof of this Assignment for all purposes (the "Transferred Premises").

B. Assignor desires to assign certain of its rights under the Agreement as it relates to the Transferred Premises to Assignee, and Assignee desires to acquire such rights, on and subject to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and obligations set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree and act as follows:

1. Certain Defined Terms. Unless indicated otherwise herein, capitalized terms in this Assignment shall have the same respective meanings as are ascribed to them in the Agreement.

2. Assignment. Subject to all of the terms and conditions of this Assignment, Assignor hereby assigns all [or describe specifically assigned rights if partial] of its rights under the Agreement, insofar as the Agreement covers, affects, and relates to the Transferred Premises.

3. Assumption. Assignee hereby assumes all obligations of Assignor and any liability that may result from acts or omissions by Assignee under the Agreement as it relates to the Transferred Premises that may arise or accrue from and after the effective date of this Assignment, and Assignor is hereby released from all such obligations and liabilities from and after the effective date of this Assignment; provided, however, this Assignment does not release Assignor from any liability that resulted from an act or

omission by Assignor that occurred prior to the effective date of this Assignment unless the City approves the release in writing.

4. Governing Law. This Assignment must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary.

5. Counterpart/Facsimile Execution. This Assignment has been prepared in multiple counterparts, each of which shall constitute an original hereof, and the execution of any one of such counterparts by any signatory shall have the same force and effect and shall be binding upon such signatory to the same extent as if the same counterpart were executed by all of the signatories. Facsimile copies of signatures may be appended hereto with the same force and effect as legally delivered original signatures.

6. Notice to City. A copy of this Assignment shall be provided to the City within fifteen (15) days after execution.

7. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignees and their respective heirs, personal representatives, successors, and assigns.

EXECUTED as of the day and year first above written.

ASSIGNOR:

[_____]

By:_____
Printed Name:_____
Title:_____

ASSIGNEE:

[_____]

By:_____
Printed Name:_____
Title:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 200__, by _____.

_____
Notary Public, State of Texas
[SEAL] Printed Name:_____
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 200__, by _____.

_____
Notary Public, State of Texas
[SEAL] Printed Name:_____
My Commission Expires:_____

Exhibit "A" to Assignment and Assumption Agreement

THE TRANSFERRED PREMISES

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
03/26/2013 01:35:43 PM
$168.00 DFOSTER
20130326000400890

Trinity Falls

Taxpayer Protections

Texas special districts are the most highly regulated political subdivisions in the State, with multiple levels of oversight including:

- Texas Commission on Environmental Quality ("TCEQ")
  - Primary agency responsible for all aspects of special districts operations
- The City
  - Cities must consent to creation of special districts within their city limits or extraterritorial jurisdiction ("ETJ")
  - Level of oversight is dependent on agreements between the City and the district
- Attorney General of Texas
  - Approves all bonds issued by governmental entities within the State
  - Reviews all bond issues to confirm the legality of the issue
  - Establishes rules designed to limit the amount of road bonds that may be issued by a special district

TCEQ

The TCEQ is the State agency that is primarily responsible for overseeing the operations of special districts, including the issuance of debt

- TCEQ has established rules under the Texas Water Code outlining the requirements that must be met for a special district to issue bonds for water, sewer and drainage projects
- The TCEQ's rules establish that the District is strictly a reimbursement vehicle with specific limitations
  - The District cannot pre-finance developer projects
  - Developers only receive reimbursement when enough value has been created to support the issuance of debt
  - The District must receive TCEQ approval of a bond application prior to the issuance of bonds for water, sewer and drainage projects

The City of McKinney

Through an existing Consent Agreement and Development Agreement, the City exercises authority over the standards of the public infrastructure and general development standards.

- The District is financing the construction of the **City's utility system**
  - The City owns and operates all facilities within the District, therefore the City makes all decisions regarding which facilities are constructed
  - The residents of the District pay water and sewer rates to the City
  - The residents of the District pay the City for fire protection
  - The residents of the District will pay the City for police protection
  - The City receives tap connection fees as homes are built
- The District and developer follow the same public bidding requirements as the City for infrastructure projects
- Furthermore, the TCEQ rules require that the District must sell bonds issued for reimbursement through a competitive bidding process

Tax Rate of the District

McKinney MUD No. 1 (the "District") levies a total tax rate of $1.05 per $100 of assessed valuation.

- The components of the tax rate are as follows:
  - Maintenance and Operation– Pays for the day-to-day operations of the District and includes $0.02 for the City's park fee.
  - Water, Sewer & Drainage Debt Service– Pays the principal and interest on the bonds issued for water, sewer and drainage projects
  - Road Debt Service– Pays the principal and interest on the bonds issued for roadway projects

	2016 Tax Year (Current)
M&O Tax Rate	$0.39
WS&D DS Tax Rate	$0.38
Roads DS Tax Rate	$0.28

Background

In July, 2016, the City approved amendments to the Consent Agreement, which created a single bond cap for the Trinity Falls development and raised the cap to $262,800,000 with an 3% annual inflation rate.

Since that time, the developer has pursued the annexation of approximately 272 acres into Trinity Falls (the "Frazier Tract"). The districts request that the base bond cap be raised to $318,000,000 to reflect the additional infrastructure costs associated with the annexed land.

Eligible Projects

The District may only sell bonds to reimburse the developer for certain projects, as specified in the TCEQ Rules (for water, sewer and drainage projects) and the Texas Constitution (for road projects)

Eligible Projects

- Water, sewer & drainage facilities
- Creation costs
- Impact fees
- Connection charges
- Elevated storage
- Off-site water & sewer lines
- Road costs*
- Traffic signals and signage
- Engineering

Non-Eligible Projects

- Parks and recreational facilities
- Land cost of lots
- Dry utilities
- Swimming pools
- Golf courses
- Enclosed air-conditioned spaces
- Taxes paid by developer

*Road costs include additional design requirements of the City, such as screening and other design features

Expenditures

Below is a breakdown of the previously reimbursed, outstanding and projected eligible expenditures to develop Trinity Falls. The amounts listed below **do not include inflation**.

Eligible Expenditures Spent & Reimbursed:		
WS&D Projects	$	16,556,643
Road Projects	$	5,802,121
	$	22,358,764
Eligible Expenditures Spent but Unreimbursed:		
WS&D Projects	$	40,292,260
Road Projects	$	21,025,332
	$	61,317,592
Projected Future Eligible Expenditures:		
WS&D Projects	$	83,678,582
Road Projects	$	88,927,274
	$	172,605,856
Total Eligible Expenditures	$	256,282,212
Bond Issue Soft Costs	$	85,427,404
Necessary Bond Issue Requirement	**$**	**341,709,616**

Requested Cap: $318,000,000

In today's dollars, the proposed bond cap of $318,000,000 is over $23.5 million less than the projected bonding requirements of Trinity Falls.

17-044DA

TITLE: Consider/Discuss/Act on a Third Amendment to 2012 Trinity Falls Development Agreement with Trinity Falls Holdings, LP

COUNCIL GOAL: Direction for Strategic and Economic Growth

MEETING DATE: June 20, 2017

DEPARTMENT: Development Services

CONTACT: Michael Quint, Executive Director of Development Services
Barry Shelton, AICP, Assistant City Manager
Mark Houser, City Attorney
Danny Kistner, Fire Chief
Brian Lockley, Director of Planning
Gary Graham, PE, PTOE, Interim Director of Engineering
Brandon Opiela, Development Manager

RECOMMENDED CITY COUNCIL ACTION:

- Staff recommends approval of the proposed agreement amendments.

ITEM SUMMARY:

- After the November 2, 2016 approval of the Second Amendment to the Trinity Falls Development Agreement, the owner/developer of the Trinity Falls MUD (Trinity Falls Holdings, LP) approached Staff later that month to discuss additional amendments to the master development agreement pertaining to its proposed purchase of an additional 271 acres of land (the "Frazier Tract") to be annexed into the Trinity Falls MUD 2. The desired amendments would also be aimed at increasing the number of lots available for development, adding new residential product types, not currently allowed in Trinity Falls, and clarifying other existing provisions.

- As such, the owner has worked with Staff on a third amendment to the 2012 Trinity Falls Development Agreement, allowing for the development of 1024 additional single family residential lots, and adding certain commercial, and school/park sites on the "Frazier Tract" within the MUDs while also clarifying the parties' obligations, particularly in the fire services provisions in the Agreement.

The proposed amendment also modifies and refines several other provisions of the previous agreement pertaining to the entirety of the MUD land area (both existing and potential future land) which specific provisions are described further below. The Third Amendment would not go into effect unless and until the Frazier Tract is purchased and annexed into MUD 2. If the Frazier Tract is not annexed by July 18, 2017, the Third Amendment is null and void, at which time the Second Amendment would continue in its present format.

Planning Unit Preliminary Plats

- Section 2.3 of the current Agreement specifies a requirement to limit the total number of lots for two specific, residential lot sizes (SDF-45 and SDF-57.5) on an overall plan when a portion of the property is being preliminary platted. The reference to both lot types has been removed in the proposed agreement in conjunction with the addition of new residential lot types discussed further below.

Trinity Falls Fire Station

- Section 3.9.3 of the current development agreement has been modified to provide clarification regarding the obligations of the City and the owner in the construction and operation of a future fire station facility in Trinity Falls, and allows the City to commence construction earlier, as discussed below.

- The proposed amendments state that the owner will convey a 3-acre fire station site to the City at no cost to the City and upon the City's request; however not sooner than October 1, 2017. In addition, the owner has the obligation to construct all of the necessary infrastructure (roadway, water and sewer) to the site prior to July 31, 2018. After the infrastructure is completed by the owner, the City has 18 months to complete the construction; however, the design, engineering and bidding for the fire station can commence on the City's schedule/timeline. The fire station must be situated and sized in accordance with Exhibit C-6. The components of Fire Station #9 (on Lake Forest Dr.), both building footprint and equipment, will be partially funded by the owner as described below.

- The proposed amendments stipulate that owner will contribute the lesser of i) 90% or ii) $7,650,000.00 of the estimated capital costs of the fire station's building improvements and equipment (which amounts are subject to increase if additional land is annexed into the MUDs) with the City. The current estimate of capital costs for the fire station is $9,400,000.00. The owner will also contribute 70% of the City's costs of employee compensation and training for 18 newly-hired firefighters necessary for opening and operating the fire station for a period equaling one (1) year of such costs. The trigger for payment of the capital costs and training/compensation is upon the City's first request for soft costs for the design of the fire station. After the fire station opens and thereafter, on an annual basis, the owner will make payments to the City comprising a percentage of the costs of all personnel, equipment, building maintenance, and other costs to provide such services (save and except EMS services) to be based on a

calculation the percentage of geographic areas served by the station within Trinity Falls and those served outside of Trinity Falls.

Water and Wastewater Infrastructure

- The proposed agreement clarifies easement dedication and rights of the City to construct, reconstruct, inspect, patrol, and maintain water and wastewater infrastructure required to serve the property. More specifically, the agreement obligates the owner to convey easements to the City for infrastructure that has been or will be constructed in right-of-way dedicated to the District.

- The proposed agreement also adds a provision that allows the owner to construct a temporary lift station for portions of the western side of the "Frazier Tract" that does not gravity feed into the off-site sewer constructed by the developer pursuant to the 2012 Development Agreement. At such time that a sanitary sewer gravity line is extended by the City or other adjacent developments, the owner will decommission the lift station and connect to said lines, at the owner's cost.

Trinity Falls Parkway Construction

- The proposed agreement clarifies the process by which the owner will deliver to the City, legal descriptions for all off-site right-of-way interests for FM 543/Trinity Falls Parkway (sufficient to begin eminent domain proceedings) which the owner was unable to acquire through negotiation.

- After all rights-of-way and easements have been acquired by the owner and City, the owner will have 90 days to begin construction of FM 543/Trinity Falls Parkway, and subsequently must be completed prior to the issuance of the 1,100 th building permit.

Development Regulations (Residential and Commercial)

- The proposed agreement provides revised land use concept plans that provide the general location for all residential and non-residential uses throughout the MUDs. Additionally, all residential lot types (other than those designated as age restricted active adult) may be located anywhere within a single family area. Age restricted active adult lots must be designated as such on a plat, and if so, this residential lot type can be located in any single family area of the MUDs.

- While the current development agreement allows for the development of 3 single family residential lot types, the owner has proposed to replace the 3 existing lot types with 8 new single family residential lot types (please see proposed agreement for specific development standards of each lot) within the proposed amendment (including attached and detached residential products) and provides a mix of housing options within the MUDs, including 3 new, small lot types that are specific to age restricted active adult communities.

- Specific to the age restricted active adult community areas, the agreement

establishes additional architectural and site standards for these product types including, but not limited to; perimeter masonry screening walls; ornamental or tubular steel fences for individual lots (screening fences prohibited); walking trail system throughout the community; carriage style garages with decorative hardware; and other architectural enhancements specific to the 45' wide product.

- Additionally, the owner has submitted a letter from the prospective developer (Pulte Homes of Texas, L.P., d/b/a Del Webb) of the age restricted active adult product within Trinity Falls, stating that it would not develop additional age restricted active adult residential developments within one mile of the existing and future boundary of the Trinity Falls Subdivision. Staff points out that this residential product type does not exist as a residential classification under the City's zoning ordinance.

- With regards to the commercial land use areas, the proposed agreement now requires commercial uses to meet the architectural and site standards of Chapter 146-139 of the Code of Ordinances, and as amended.

Maximum Single Family Residential Lots

- The proposed agreement increases the maximum number of single family residential lots from 4,176 lots to 5,200 lots within MUD 2, MUD 1, and any land subsequently annexed into the MUDs (this does not include the "New MUD Land" of the existing agreement, which will permit an additional 520 single family lots if the Collin County Outer Loop right-of-way is returned to the owner).

- The proposed amendment also limits the total number of residential lots that are less than 50' in width to 2,000 lots.

Revised/Modified Agreement Exhibits

- The owner has provided revised exhibits in coordination with the amendments discussed above and the addition of the "Frazier Tract" into MUD 2. The revised exhibits include a new overall MUD map and legal descriptions for the entirety of the MUDs; revised land use, thoroughfare, park phasing, and major infrastructure plans; proposed fire station location and service area maps, description of fire station components, equipment, and rolling stock to be based upon those contained in Fire Station 9; and exhibits detailing the location and development components of the age restricted active adult areas.

BACKGROUND INFORMATION:

- Trinity Falls is comprised of two (2) Municipal Utility Districts (MUDs) established in accordance with state law in McKinney's ETJ. The master planned community initially contained approximately 1,600 acres of land and was initially designed to contain approximately 4,176 single family residential dwelling units and some limited non-residential uses.

- The Trinity Falls MUDs are governed by a development agreement that was

executed by the City of McKinney in 2006 and amended in December 2012, February 2014, and November 2016. The proposed amendment to the development agreement represents the third amendment to the 2012 development agreement.

- The associated Second Amendment to 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 1 of Collin County and Second Amendment to 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 2 of Collin County, which address bonding authority for the MUDs is being considered concurrently by the City Council.

FINANCIAL SUMMARY:

- N/A

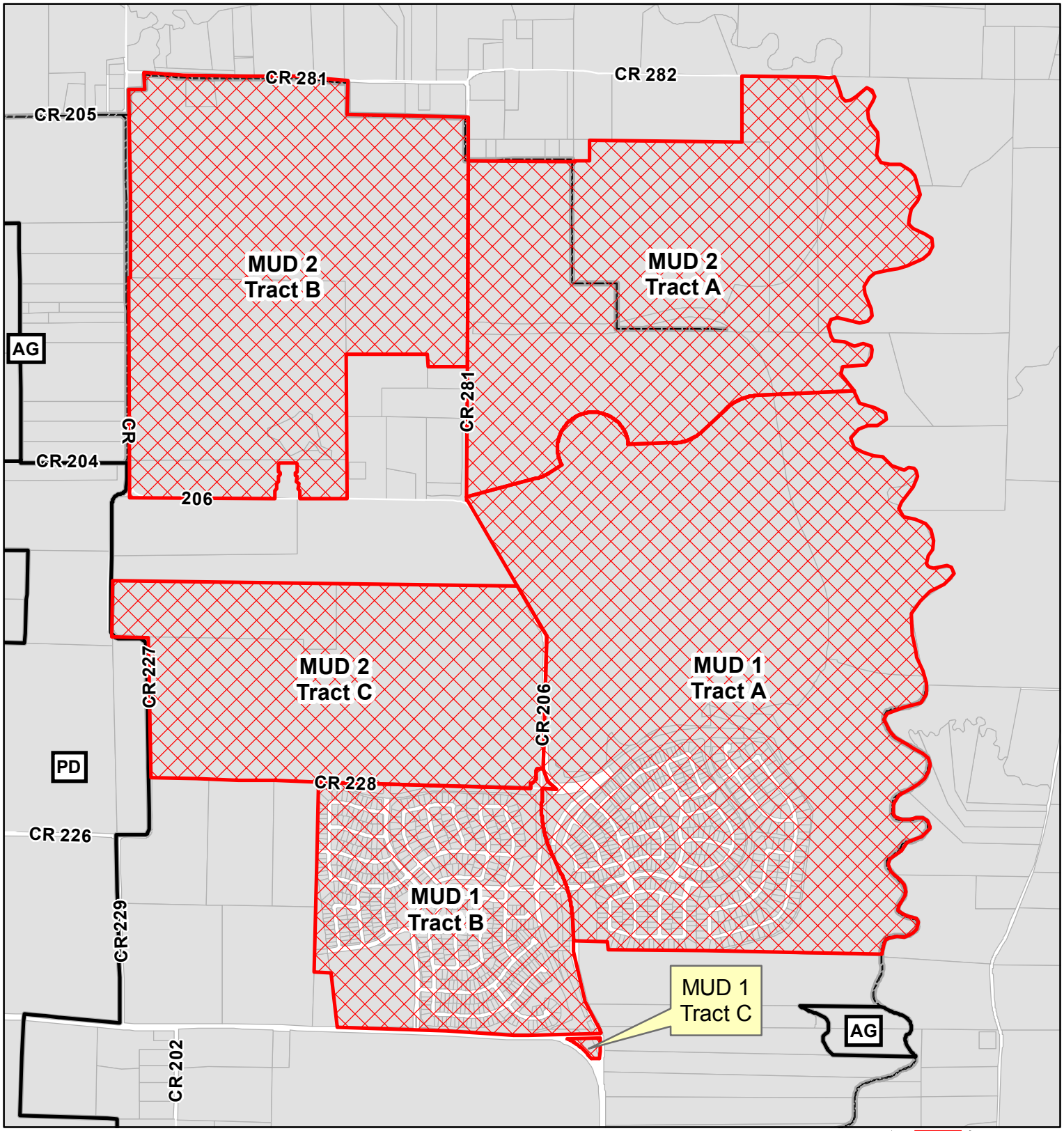
BOARD OR COMMISSION RECOMMENDATION:

- N/A

SUPPORTING MATERIALS:

Location Map and Aerial Exhibit
Proposed 3rd Amend to Dev. Agmt.
Proposed Exhibit A
Proposed Exhibit B-2A
Proposed Exhibit B-2B
Proposed Exhibit B-2C
Proposed Exhibit B-4A
Proposed Exhibit B-4B
Proposed Exhibit B-4C
Proposed Exhibit C-1
Proposed Exhibit C-1A
Proposed Exhibit C-2
Proposed Exhibit C-2A
Proposed Exhibit C-3
Proposed Exhibit C-3A
Proposed Exhibit C-4
Proposed Exhibit C-4A
Proposed Exhibit C-5
Proposed Exhibit C-6
Proposed Exhibit C-6A
Proposed Exhibit C-7A
Proposed Exhibit C-7B
Proposed Exhibit C-7C
Proposed Exhibit C-7D
2nd Amendment to 2012 Dev. Agmt.
1st Amendment to 2012 Dev. Agmt.

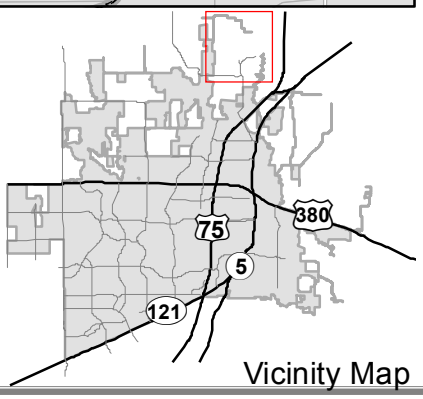
2012 Trinity Falls Dev. Agmt.
Station #9 Informational Layout Only
Letter from Pulte Homes / Del Webb
1295 Certificate



0 975 1,950 Feet

Location Map

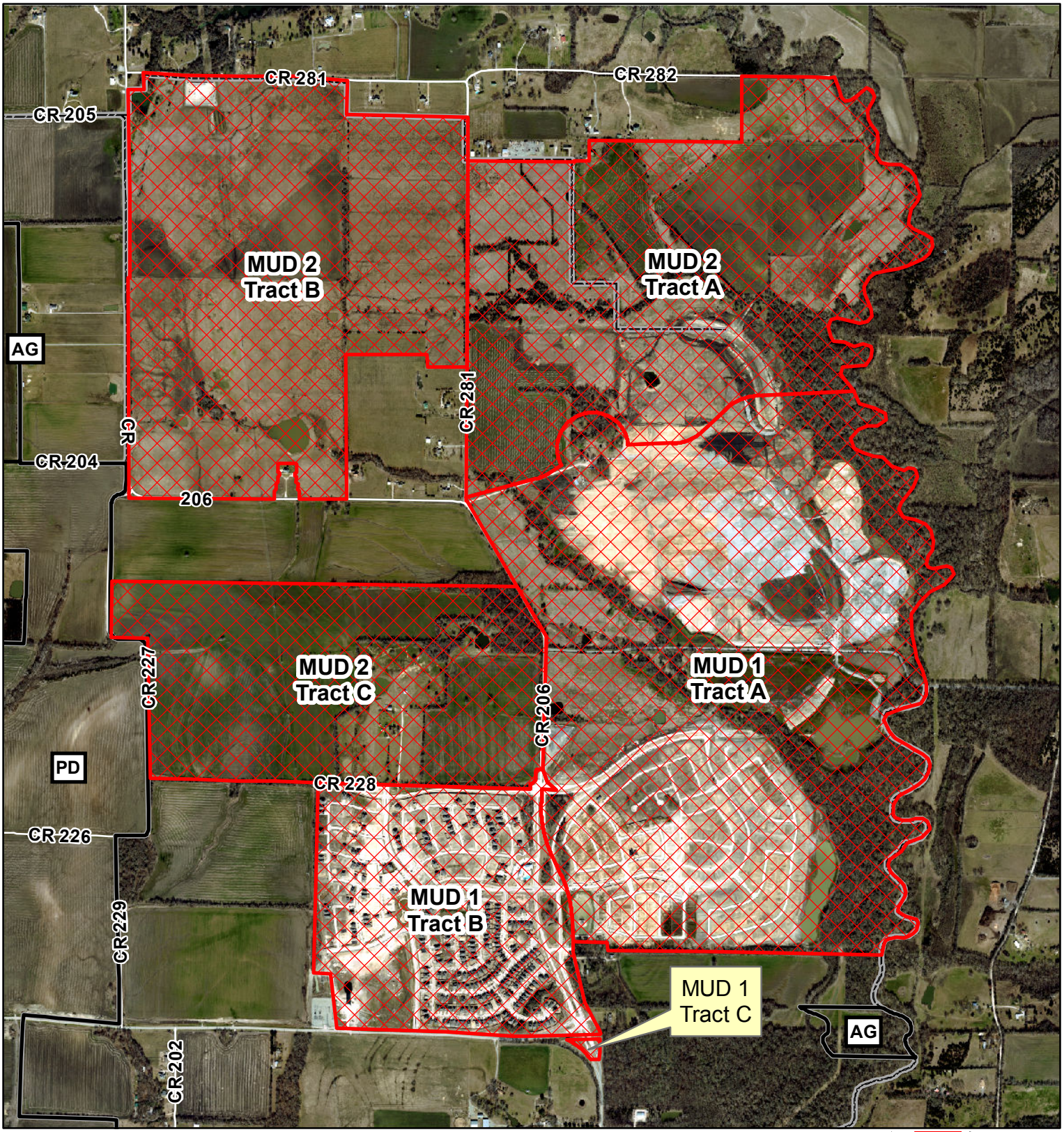
Case:
Trinity Falls



Vicinity Map

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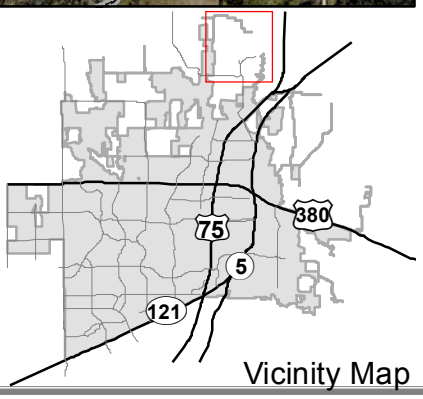
DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of McKinney. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of McKinney, its officials or employees for any discrepancies, errors, or variances which may exist.



0 975 1,950 Feet

Location Map

Case:
Trinity Falls



Vicinity Map

McKINNEY TEXAS
Unique by nature.SM

Path: Z:\Projects\2017-04\TrinityFalls\TrinityFalls_20170608.mxd

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THIRD AMENDMENT TO 2012 DEVELOPMENT AGREEMENT

This Third Amendment to 2012 Development Agreement (this "Third Amendment") is executed between Trinity Falls Holdings LP, a Delaware limited partnership (the "Owner") and the City of McKinney, Texas (the "City") to be effective only upon Owner's satisfaction of the "MUD Annexation Condition" (defined in Paragraph 7 below, and which date of satisfaction shall be the "Effective Date" as provided thereunder). The Owner and the City are sometimes herein referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. WHEREAS, CH-B Trinity Falls, LP and the City entered into that certain 2012 Development Agreement effective December 4, 2012, recorded in the Real Property Records of Collin County on January 16, 2013, as Document Number 20130116000067920 (the "2012 Agreement") which was subsequently amended by that certain First Amendment to 2012 Development Agreement effective February 27, 2014, recorded in the Real Property Records of Collin County as Document Number 20140227000184320 (the "First Amendment"); and

B. WHEREAS, CH-B Trinity Falls, LP assigned its interest in the 2012 Agreement and the First Amendment to Owner on July 20, 2016; and

C. WHEREAS, Owner and the City entered into that certain Second Amendment to the 2012 Agreement effective November 2, 2016, recorded in the Real Property Records of Collin County on January 17, as Document Number 20170117000067090 (the "Second Amendment", which together with the 2012 Agreement and the First Amendment are collectively called the "Development Agreement"); and

D. WHEREAS, the Parties desire to amend the Development Agreement as reflected in this Third Amendment; and

E. WHEREAS, in the event of any conflict or inconsistency between this Third Amendment and the Development Agreement, the provisions and intent of this Third Amendment shall control; and

F. WHEREAS, except as amended by this Third Amendment, the Parties intend that the Development Agreement shall remain in full force and effect; and

G. WHEREAS, terms used in this Third Amendment that have their initial letter capitalized but which are not defined in the Third Amendment shall have the meanings given to such terms in the Development Agreement.

NOW THEREFORE, for and in consideration for the mutual obligations of the Parties set forth herein, the Parties agree as follows:

1. Section 2.3 of the 2012 Agreement is replaced in its entirety by the following:

Section 2.3 Planning Unit Preliminary-Final Plats. The submittal of each preliminary-final plat within a Planning Unit (a "Preliminary-Final Plat") shall be accompanied by a plan showing the approximate location of arterial and collector streets within that Planning Unit and a schedule showing, for that Preliminary-Final Plat and on a cumulative basis for all Preliminary-Final Plats submitted to date, the mean lot size, the number of single family attached and detached lots to be develop in conformance with the standards set forth in the Development Agreement, as amended from time to time. Each Preliminary-Final Plat will be prepared in accordance with the requirements of the City and the Governing Regulations. Each Preliminary-Final Plat shall be reviewed by the City staff to determine compliance with the Governing Regulations and shall be approved by the Planning and Zoning Commission if it determines to Preliminary-Final Plat complies with the Governing Regulations.

2. Section 3.9.3 of the 2012 Agreement is replaced in its entirety by the following:

Section 3.9.3 Prior to eighteen (18) months after Owner or District completes all required adjacent streets and water and sanitary sewer utilities necessary to serve the Fire Station Facility (defined below), City shall have completed the construction and equipping of a fire station facility, as such is more fully described hereafter. The fire station facility shall be located on the parcel (which shall have all required adjacent streets and water and sanitary sewer utilities installed by Owner or District no later than July 31, 2018) so identified on **Exhibit C-6** (the "Fire Station Property"), unless otherwise mutually agreed, in writing, by Owner, City and District. The City, at its cost, however combined with the Owner's Share (defined hereafter), shall complete the construction and equipping of the fire station facility, including all soft costs, equipment, furniture, fixtures, fire apparatus, and vehicles, having reasonably consistent characteristics of size, type, quality and quantity as the fire station facility currently known as Station #9, located at 4900 Summit View Dr., McKinney, Texas (the "Fire Station Facility") as described in **Exhibit C-6A**. Notwithstanding the foregoing, Owner shall share in the soft costs and capital costs of the Fire Station Facility's improvements and equipment (the "Owner's Share") in an amount equal to the lesser of (a) 90% of the City's estimated capital costs of the Fire Station Facility, or (b) $7,650,000.00. Not earlier than October 1, 2017, City shall notify Owner of the date at which Owner shall convey the Fire Station Property to the City at no cost, including an owner's policy of title insurance, satisfying all Schedule C items required by City on the owner's policy of title insurance (the "Closing"). On a date determined by City and which date is after October 1, 2017, Owner shall pay to the City $765,000.00 of the Owner's Share. On or before February 1, 2018, Owner shall fund $6,885,000.00 into the required account under a Set Aside Letter, in form acceptable to the City, from which the City may draw Owner's funds at its discretion for soft costs and capital costs beginning not sooner than February 1, 2018. If Owner cannot provide a Set Aside Letter acceptable to City, Owner shall pay City the balance of Owner's Share in cash on February 1, 2018. Notwithstanding the foregoing allocation of Fire Station Facility costs, the Owner's Share shall be proportionally adjusted upward if the acreage (after inclusion by the terms of this Amendment of Tract C, MUD No. 2 as shown on **Exhibit B-4C**) contained in the Property increases through annexation by MUD No. 1 or MUD No. 2 under Section

12.18.6. If the Owner's Share increases due to District annexation, the Owner shall simultaneously pay to City the correlative amount of Fire Station Facility capital costs as applied to such increase, less any equipment depreciation (on a straight-line basis), at the time of each annexation. In addition to the obligation to pay the Owner's Share above, Owner shall be responsible to pay an amount equal to 70% of one (1) year's aggregate cost of the employee compensation and training costs for eighteen (18) newly-hired personnel necessitated by the opening of the Fire Station Facility, based upon the annual, budgeted costs of a firefighter position (and training) in the budget year in which the Closing occurs (the "Owner's Training Costs Share"). The payment of the Owner's Training Costs Share shall be in two (2) installments, with the first installment equal to 60% of the Owner's Training Costs Share being due and payable at the time of Owner's first payment of the Owner's Share and the balance being due and payable six (6) months thereafter. Thereafter, and on an annual basis and beginning on the first anniversary of the first day of operations at the Fire Station Facility, Owner or MUD No. 1 or MUD No. 2 shall make payments to the City for a percentage of all personnel, equipment, building maintenance, and other costs to provide Fire Services, save and except the costs of providing EMS services from the Fire Station Facility, based upon the geographic areas within and outside of MUD No. 1 and MUD No. 2 served by the Fire Station Facility, as such geographic areas are reasonably defined from time to time by the City as shown on **Exhibit C-6B**. The parties acknowledge that EMS services are rendered and billed to the resident/patient on a per-occurrence basis; in the same manner that such services are provided to persons within the city limits.

3. Section 5.1.1.2.4 of the 2012 Agreement is replaced in its entirety by the following:

Section 5.1.1.2.4 design, acquire easements for, construct, and tender for dedication to and acceptance by the City, those additional on-Property water Public Infrastructure items ("water Public Infrastructure") described on the City's Water Master Plan or as otherwise required by the City Engineer, said additional water Public Infrastructure to be constructed prior to or at the time of need, depending on Property development phasing, or as may be necessitated due to concurrent construction of other improvements, such as roadways. Any and all dedications of water Public Infrastructure to the City shall include the dedication of water easements within which such water Public Infrastructure is constructed thereby affording the City the right to construct, reconstruct, inspect, patrol, maintain, and add to or remove all or parts of water Public Infrastructure, without the necessity, at any time, of procuring the permission of anyone. To the extent that any water Public Infrastructure has been, or is hereafter, constructed within a right-of-way dedicated to District, Owner shall convey or direct the District to convey, by separate easement instrument, in form acceptable to the City, the corresponding water easement(s) that contain such water Public Infrastructure to City thereby affording the City the right to construct, reconstruct, inspect, patrol, maintain, and add to or remove all or parts of water Public Infrastructure at any time.

4. Section 5.1.2.2.2 of the 2012 Agreement is replaced in its entirety by the following:

Section 5.1.2.2.2 design, acquire easements for, construct, and tender for dedication to and acceptance by the City in accordance with the Subdivision Ordinance, those additional sewer Public Infrastructure items required to serve the Property, as typically required elsewhere in the City. Any and all dedications of sewer Public Infrastructure to the City shall include the dedication of sewer easements within which such sewer Public Infrastructure is constructed thereby affording the City the right to construct, reconstruct, inspect, patrol, maintain, and add to or remove all or parts of sewer Public Infrastructure, without the necessity, at any time, of procuring the permission of anyone. To the extent that any sewer Public Infrastructure has been, or is hereafter, constructed within a right-of-way dedicated to District, Owner shall convey or direct the District to convey, by separate instrument, in form acceptable to the City, the corresponding sewer easement(s) that contain such sewer Public Infrastructure to City thereby affording the City the right to construct, reconstruct, inspect, patrol, maintain, and add to or remove all or parts of sewer Public Infrastructure, at any time.

5. A new Section 5.1.2.4 is added to the Development Agreement as follows:

Section 5.1.2.4 The Owner may construct, at its expense and not subject to impact fee credits and utilize a temporary sanitary sewer lift station (the "**Lift Station**") for those areas located along the western side of the Property which do not gravity feed into the Off-Site Sewer constructed by Developer pursuant to Section 5.1.2.2.1 in the 2012 Agreement until such time, and in City's sole discretion, as a sanitary sewer gravity line is extended by the City or others along Hardin Road adjacent to the those areas being served by such Lift Station, at which time Owner, at Owner's expense, shall decommission the Lift Station and connect its facilities to gravity feed lines.

6. Section 5.1.3.5 of the Development Agreement is replaced in its entirety by the following:

Section 5.1.3.5 In the event the City uses its power of eminent domain under Section 5.1.3.12 for the acquisition of off-Property right-of-way and easements for the construction of FM 543/Trinity Falls Parkway as a four-lane, divided thoroughfare and Owner has delivered to the City by May 31, 2017, legal descriptions of all such off-Property right-of-way interests sufficient to begin eminent domain proceedings for those rights-of-way and easements that Owner has been unable to acquire through negotiation, City shall diligently pursue such proceedings. Within 90 days after all right-of-way and easements have been acquired, Owner shall commence construction of FM 543/Trinity Falls Parkway as shown on Exhibit C-5 and shall diligently pursue completion thereof in conformance with City standards prior to the issuance of the 1,100th building permit, after which any building permit issuance shall cease until completion; and upon completion and approval by the City of FM 543/Trinity Falls Parkway, building permits for up to an aggregate total of 1,760 Dwelling Units may be issued until the conditions described in Section 5.1.3.7 are satisfied; however, permit issuance shall otherwise cease until the conditions in Section 5.1.3.7 are satisfied. The City Engineer, at his discretion, may allow additional Dwelling Unit permits prior to approval of the completion of

construction if the road is safe for public use. Without limiting the items required for opening the road for public use, the following must be completed where applicable: pavement, striping, lighting, signage, guard rails, sidewalks, and other items the construction and installation of which would cause unsafe conditions if performed while the roadway is open.

7. Since the effective date of the Second Amendment, the Parties acknowledge certain additions to the Property as described therein. In order to accurately reflect the depiction of the Property to which the Development Agreement applies, a new exhibit entitled "*Exhibit A District M.U.D. Map*" has been prepared to be substituted for the Exhibit A in the Development Agreement. From and after the effective date of this Third Amendment, all references in the Development Agreement to Exhibit A shall mean and refer to the **Exhibit A** attached hereto, which is incorporated herein for all purposes. Notwithstanding any other provision of this Third Amendment, Owner shall acquire fee title to M.U.D. No. 2 Tract C on or before July 18, 2017 as an express condition of this Agreement becoming effective (the "MUD Annexation Condition"). Upon written notice and presentment of a filed deed(s) evidencing Owner's acquisition of the entire M.U.D. No. 2 Tract C, this agreement shall be in full force and effect (the "Effective Date"). If Owner fails to satisfy the MUD Annexation Condition, this Agreement shall automatically be null and void, and the Second Amendment to the 2012 Development Agreement shall continue in full force and effect and without amendment.

8. In accordance with Paragraph 5 above new legal descriptions have been prepared to accurately define the limits of those areas shown on **Exhibit A** as M.U.D. No. 1, Tract A, M.U.D. No. 1 Tract B, M.U.D. No.1 Tract C, M.U.D. No. 2, Tract A, M.U.D. No. 2 Tract B and M.U.D. No. 2 Tract C. Accordingly, from and after the effective date of this Third Amendment, all references in the Development Agreement to Exhibit B-2 shall mean and refer to **Exhibit B-2A, Exhibit B-2B and Exhibit B-2C** which are attached hereto and incorporated herein for all purposes; and all references in the Development Agreement to Exhibit B-4 shall mean and refer to **Exhibit B-4A, Exhibit B-4B and Exhibit B-4C** which are attached hereto and incorporated herein for all purposes.

9. A new Concept Plan and Concept Plan Alternative, a new Concept Plan and Concept Plan Alternate for Planning Units, a new Concept Plan and Concept Plan Alternate for Thoroughfare Plan, and new Concept Plan and Concept Plan Alternative for Trinity Falls Park Phasing and a new Concept Plan for Major Infrastructure have been prepared to accurately reflect the proposed limits of land uses within the Property. Accordingly, from and after the effective date of this Third Amendment, all references in the Development Agreement to Exhibit C-1 or Exhibit C-1A shall mean and refer, as applicable, to **Exhibit C-1** or **Exhibit C-1A**, all references to Exhibit C-2 or Exhibit C-2A shall mean and refer, as applicable, to **Exhibit C-2** or **Exhibit C-2A**, all references to Exhibit C-3 or Exhibit C-3A shall mean and refer, as applicable, to **Exhibit C-3** or **Exhibit C-3A**, all references to Exhibit C-4 or Exhibit C-4A shall mean and refer, as applicable, to **Exhibit C-4** or **Exhibit C-4A** and all references to Exhibit C-5 shall mean and refer to **Exhibit C-5**, all of which are attached hereto and incorporated herein for all purposes.

10. Exhibit F, Special Regulations, Section 2, Subsection d. is replaced in its entirety with the following:

d. Lot dimensions shall conform to those set forth in Exhibit G, Development Regulations, of the Development Agreement.

11. Exhibit G, Development Regulations, Section 1 is replaced in its entirety with the following:

1. Land Use Areas. The Concept Plan divides the Property into "Single Family Residential" and "Commercial" land use areas ("**Land Use Areas**"). The Concept Plan identifies other areas, including drainage and floodplain areas, amenity centers, parks, schools and thoroughfares located on and off the Property. The sizes and configurations of the Land Use Areas and other areas shown on the Concept Plan are approximations and subject to change.

a. Single-Family Residential. Single-Family Residential Land Use Areas shown on the Concept Plan allow the following single-family lot types anywhere within the Property subject to the following standards and limitations set forth below.

i. SFD-27.5 (Rear Loaded)
- minimum lot size 2,750 square feet;
- minimum lot width 31 feet;
- minimum front yard setback 10 feet (front porches and/or stoops may encroach front yard by 5 feet);
- minimum rear yard setback 8 feet;
- minimum yard side 1 foot (minimum separation between units is 6 feet with an acceptable fire wall);
- minimum corner side setback 15 feet; and
- all lots must be served by alleys.

ii. SFD-46 (Rear Loaded)
- minimum lot size 4,600 square feet;
- minimum lot width 40 feet;
- minimum front yard setback 10 feet (front porches and/or stoops may encroach front yard by 5 feet);
- minimum rear yard setback 8 feet;
- minimum side 1 foot (minimum separation between units is 6 feet with an acceptable fire wall);
- minimum corner side setback 15 feet; and
  - all lots must be served by alleys.

iii. SFD-50

- minimum lot size 5,000 square feet;
- minimum lot width 50 feet;
- minimum lot depth 100 feet;
- minimum front yard setback 25 feet;
- minimum rear yard setback 15 feet;
- minimum side yard setback 5 feet;
- minimum corner side setback 15 feet.

iv. SFD-60

- minimum lot size 6,000 square feet;
- minimum lot width 60 feet;
- minimum lot depth 100 feet;
- minimum front yard setback 25 feet;
- minimum rear yard setback 15 feet;
- minimum side yard setback 5 feet;
- minimum corner side setback 15 feet.

v. SFD-48 (Front Loaded Age Restricted Active Adult)

- minimum lot size 4,800 square feet;
- minimum lot width 44 feet;
- minimum front yard setback 20 feet (front porches and/or stoops may encroach front yard by 5 feet);
- minimum rear yard setback 10 feet;
- minimum side yard 0 feet (minimum separation between units is 14 feet);
- minimum corner side setback 15 feet.

vi. SFD-55 (Front Loaded Age Restricted Active Adult)

- minimum lot size 5,500 square feet;
- minimum lot width 50 feet;
- minimum front yard setback 20 feet (front porches and/or stoops may encroach front yard by 5 feet);
- minimum rear yard setback 15 feet;
- minimum side yard 0 feet (minimum separation between units is 10 feet);
- minimum corner side setback 15 feet.

vii. SFD-71 (Front Loaded Age Restricted Active Adult)

- minimum lot size 7,100 square feet;
- minimum lot width 60 feet;

- minimum front yard setback 20 feet (front porches and/or stoops may encroach front yard by 5 feet);
- minimum rear yard setback 15 feet;
- minimum side yard 0 feet (minimum separation between units is 10 feet);
- minimum corner side setback 15 feet.

viii. TH-18.5 Rear Loaded (Townhomes)

- minimum lot size 1,850 square feet;
- minimum 3 attached units per dwelling unit cluster;
- maximum 6 attached units per dwelling unit cluster;
- minimum lot width 22 feet;
- minimum front yard setback 10 feet (front porches and/or stoops may encroach front yard by 5 feet);
- minimum rear yard setback 8 feet;
- minimum (detached units) side yard 1 foot (minimum separation for detached units is 6 feet with an acceptable fire wall);
- minimum (attached units) side yard 0 feet;
- minimum corner side setback 15 feet; and
- all lots must be served by alleys.

b. Commercial. Commercial Land Use Areas are shown on the Concept Plan, **Exhibits C-1 and C-1A**. Development of those Commercial Land Use Areas designated as "CCOL Commercial" shall conform to the requirements of Section 146-113, C3 - Regional Commercial district regulations provided under the City of McKinney Code of Ordinances. Development of those Commercial Land Use Areas designated as "Commercial" shall conform to the requirement of Section 146-112, C2 Local Commercial district regulations provided under the City of McKinney Code of Ordinances.

c. Multi-Family. Multi-family Land Use Areas are not shown on the Concept Plan; however, multi-family development is allowed with the approval of the City Council.

12. Exhibit G, Development Regulations, Section 2 is replaced in its entirety with the following:

2. Residential Lot Type. All Residential Lot Types, other than those designated Age Restricted Active Adult, may be located anywhere within a Single Family Area. The Residential Lot Types designated Age Restricted Active Adult may only be located within an age restricted active adult community area as designated on a plat therefor.

13. Exhibit G, Development Regulations, Section 3, Subsection c. is replaced in its entirety with the following:

c. Residential Lots less than 50 feet wide must be alley entry, except for those within an identified and separate age restricted active adult community Land Use Area.

14. Exhibit G, Development Regulations, Section 11 is replaced in its entirety with the following:

11. Maximum Single Family Lots. The maximum number of single family lots allowed within the Property shall be 5,200. For purposes of this Paragraph 11, the "Property" shall mean only MUD No.1, MUD No.2 and any annexed land; and it shall not include the New MUD Land, as such is described in Section 12.18.5 of the Agreement. If, however, pursuant to Section 12.18.2 of the Agreement, the CCOL Deed for the CCOL ROW is returned to Owner, the New MUD Land may be developed in accordance with the Alternative Concept Plan Land Use Plan attached as Exhibit C-1A to the Agreement; whereupon an additional 520 single-family lots may be developed. No more than 2,000 single-family lots with lot widths less than 50 feet may be developed in the Property.

15. A new subsection d. to Section 13 of Exhibit G, Development Regulations, is added as follows:

d. The following additional residential architectural and site standards are required within an age restricted active adult community area in the Property:

i. The age restricted active adult community area shall be screened by a six-foot perimeter masonry wall constructed consistent as shown on **Exhibit C-7B and Exhibit C-7C**;
ii. Individual lots may have ornamental or tubular steel see-through fences, no privacy fences shall be allowed;
iii. The active adult community area shall have a system of trails as generally shown on **Exhibit C-7A**
iv. Each residence on lots with widths of less than 50 feet shall be configured generally as shown on **Exhibit C-7D** and include carriage-style garage doors (cedar/hardie board façade) with coach lights on each side of the garage façade and at least one of the following additional garage façade enhancements:
    a. Split garage doors (double doors with divider)
    b. Enhanced brick detail over garage (example, eye brow arches, herring bone patterns)
    c. Decorative trellis or arbor over the garage door

d. Decorative window or dormer over the garage door
e. Shed Roof over the garage door
f. Gable/Dutch Gable

16. A new Section 14 of Exhibit G, Development Regulations, entitled **Commercial Architectural and Site Standards**, is added as follows:

14. Commercial Architectural and Site Standards. The architectural and site standards for the commercial land use areas shall conform to the provisions of Section 146-139 of the McKinney Code of Ordinances, as amended from time to time, as the same apply to other non-residential uses in non-industrial districts.

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

CITY:

ATTEST:

City of McKinney

_____
_____, City Secretary

_____

_____

By: _____
Name: Paul G. Grimes

Its: City Manager

Date: _____

APPROVED AS TO FORM AND LEGALITY:

_____
City Attorney

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, _____ of the City of McKinney, Texas, on its behalf.

_____
Notary Public, State of Texas

OWNER:

Trinity Falls Holdings, LP, a Delaware limited partnership

By: Johnson Trinity Falls GP, LLC, a Texas limited liability company, General Partner

By: _____
Name: Larry D. Johnson
Title: Manager

Date: June 14, 2017

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14th day of June, 2017, by Larry D. Johnson, Manager of Johnson Trinity Falls GP, LLC, a Texas limited liability company, General Partner of Trinity Falls Holdings, LP, a Delaware limited partnership, on its behalf.

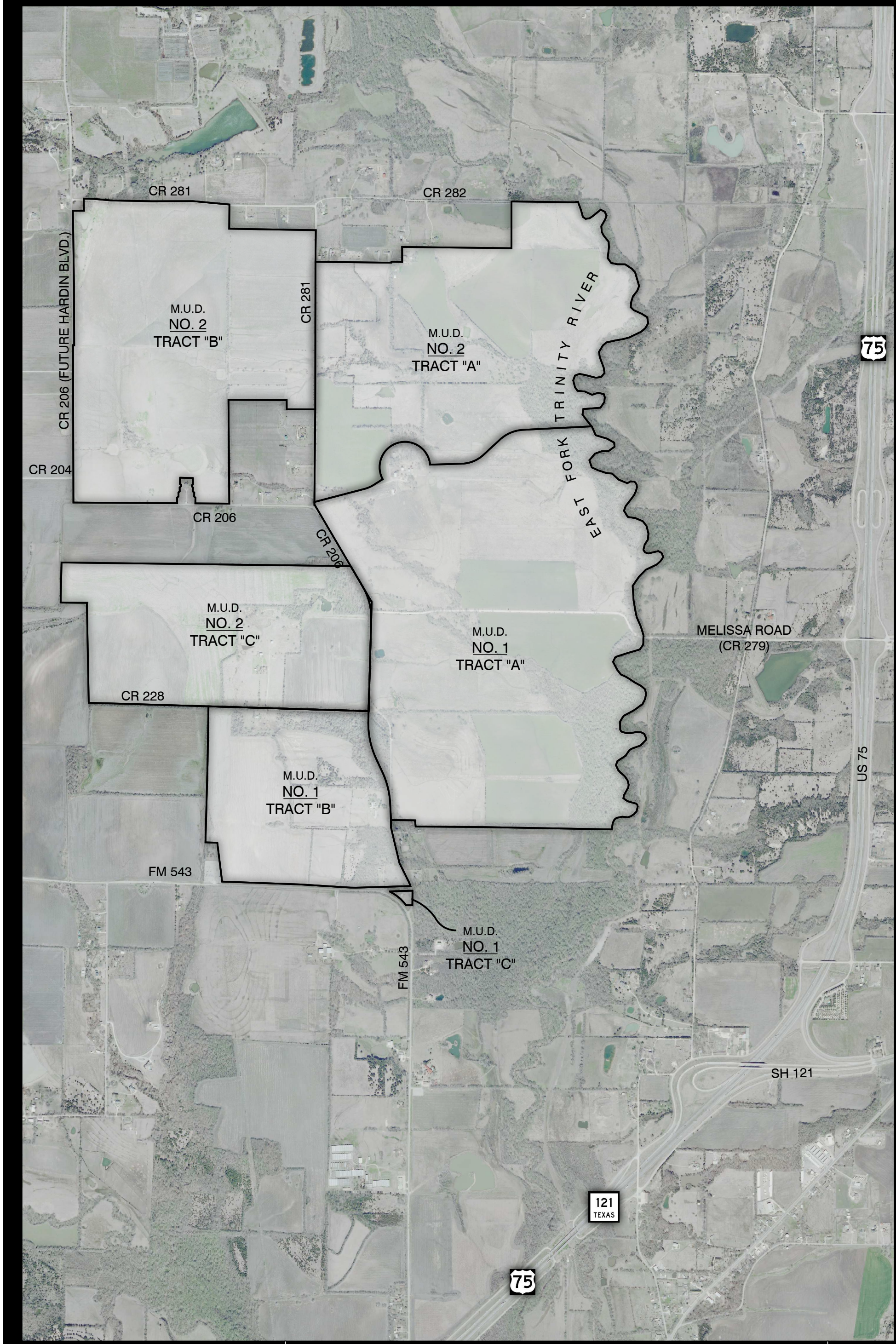
KRISTINA LYNN MACK
Commission # 12992263-6
My Commission Expires
August 13, 2018

_____
Notary Public, State of Texas

List of Exhibits:

Exhibit A – District M.U.D. Map
Exhibit B-2A – Legal Description of 673.759 acres (MUD 1/TRACT A)
Exhibit B-2B – Legal Description of 206.286 acres (MUD 1/TRACT B)
Exhibit B-2C – Legal Description of 1.276 acres (MUD 1/TRACT C)
Exhibit B-4A – Legal Description of 423.553 acres (MUD 2/TRACT A)
Exhibit B-4B – Legal Description of 404.156 acres (MUD 2/TRACT B)
Exhibit B-4C – Legal Description of 270.720 acres (MUD 2/TRACT C)Exhibit C-1 – Concept Plan – Land Use
Exhibit C-1A – Concept Plan Alternate – Land Use
Exhibit C-2 – Concept Plan – Planning Units
Exhibit C-2A – Concept Plan Alternate – Planning Units
Exhibit C-3 – Concept Plan – Thoroughfare Plan
Exhibit C-3A – Concept Plan Alternate – Thoroughfare Plan
Exhibit C-4 Concept Plan – Trinity Falls Park Phasing
Exhibit C-4A – Concept Plan Alternate – Trinity Falls Park Phasing
Exhibit C-5 – Concept Plan – Major Infrastructure
Exhibit C-6 – Fire Station Location Map
Exhibit C-6A Description of Components, Equipment and Rolling Stock for Fire Station #9

Exhibit C-7A Age Restricted Area/Trail Exhibit
Exhibit C-7B Age Restricted Area/Masonry Wall Exhibit
Exhibit C-7C Age Restricted Area/Stone Wall Cross Section
Exhibit C-7D Age Restricted Area/45' Lot Exhibit



Trinity Falls

McKinney E.T.J.
Collin County, Texas

Exhibit A District M.U.D. Map

0 1500' 3000'

GRAPHIC SCALE 1500'

Date: April 2017

N
W E
S

Exhibit B-2A
Legal Description
673.759 Acres
(MUD 1/Tract A)

BEING A 673.759 ACRE TRACT OF LAND SITUATED IN THE THOMAS BRUCE SURVEY, ABSTRACT NO. 103, THE JOHN EMBERSON SURVEY, ABSTRACT NO. 294 AND THE THOMAS LINDSAY SURVEY, ABSTRACT NO. 521, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 1113.084 ACRE TRACT OF LAND CONVEYED TO MA BB OWEN, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060616000829800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 182.711 ACRE TRACT OF LAND CONVEYED AS "TRACT 1", AND BEING ALL OF A CALLED 0.469 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344730, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 26.423 ACRE TRACT OF LAND CONVEYED AS "TRACT 1", AND BEING PART OF A CALLED 0.653 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344720, OFFICIAL PUBLIC RECORD, COLLIN COUNTY, TEXAS, SAID 673.759 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-8982), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND FOR AN OUTSIDE ELL CORNER OF SAID 1113.084 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF A CALLED 1 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO PROVINCE RES ESTATE HOLDING BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0005148, LAND RECORDS, COLLIN COUNTY, TEXAS, SAME BEING ON THE NORTH LINE OF A CALLED 57 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO PROVINCE RES ESTATE HOLDING BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0005148, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 06 DEGREES 29 MINUTES 28 SECONDS WEST, ALONG A WEST LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON EAST LINE OF AFORESAID 1 ACRE TRACT A DISTANCE OF 105.30 FEET TO A 3/8 INCH IRON ROD FOUND FOR AN INSIDE ELL CORNER OF SAID 1113.084 ACRE TRACT AND BEING THE NORTHEAST CORNER OF SAID 1 ACRE TRACT;

THENCE, NORTH 89 DEGREES 19 MINUTES 40 SECONDS WEST, ALONG A SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTH LINE OF AFORESAID 1 ACRE TRACT, PASSING AT A DISTANCE OF 381.99 FEET A 3/8 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 408.28 FEET TO A POINT FOR A SOUTHWEST CORNER OF SAID 1113.084 ACRE TRACT AND THE NORTHWEST CORNER OF SAID 1 ACRE TRACT, SAID POINT ALSO BEING ON THE EAST LINE OF SAID 26.423 ACRE TRACT AND THE COMMON APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, NORTH 00 DEGREES 34 MINUTES 35 SECONDS WEST, ALONG THE WEST LINE OF SAID 1113.084 ACRE TRACT, THE EAST LINE OF SAID 26.423 ACRE TRACT AND THE COMMON APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 41.52 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 26.423 ACRE TRACT, SAID 0.653 ACRE TRACT AND SAID 182.711 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 02 DEGREES 57 MINUTES 15 SECONDS WEST, A DISTANCE OF 237.94 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22 DEGREES 02 MINUTES 58 SECONDS, A RADIUS OF 1450.00 FEET, A LONG CHORD THAT BEARS, NORTH 13 DEGREES 58 MINUTES 44 SECONDS WEST, A DISTANCE OF 554.58 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 558.01 FEET TO A POINT FOR CORNER;

NORTH 25 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 241.04 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26 DEGREES 38 MINUTES 26 SECONDS, A RADIUS OF 1450.00 FEET, A LONG CHORD THAT BEARS, NORTH 11 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE OF 668.15 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 674.20 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 38 MINUTES 13 SECONDS EAST, A DISTANCE OF 160.00 FEET TO A POINT FOR CORNER ON THE NORTH LINE OF SAID 182.711 ACRE TRACT AND BEING ON THE SOUTH LINE OF A CALLED 361.66 ACRE TRACT OF LAND CONVEYED TO HERITAGE FARM TRUST BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 98-0084317, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 88 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF AFORESAID 182.711 ACRE TRACT AND ALONG THE COMMON SOUTH LINE OF SAID 361.66 ACRE TRACT, A DISTANCE OF 172.26 FEET TO A PK NAIL SET ON THE WEST LINE OF AFORESAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206;

THENCE, ALONG THE WEST LINE OF SAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 206, THE FOLLOWING COURSES AND DISTANCES:

NORTH 47 DEGREES 40 MINUTES 01 SECONDS WEST, A DISTANCE OF 140.42 FEET TO A PK NAIL SET FOR CORNER;

NORTH 22 DEGREES 24 MINUTES 21 SECONDS WEST, A DISTANCE OF 161.50 FEET TO A PK NAIL SET FOR CORNER;

NORTH 01 DEGREES 38 MINUTES 13 SECONDS EAST, A DISTANCE OF 1615.59 FEET TO A 3/4 INCH IRON ROD FOUND FOR CORNER;

NORTH 30 DEGREES 25 MINUTES 03 SECONDS WEST, A DISTANCE OF 1907.40

FEET TO A PK NAIL SET FOR CORNER IN COLLIN COUNTY ROAD NO. 281 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF - WAY);

NORTH 88 DEGREES 57 MINUTES 17 SECONDS WEST, A DISTANCE OF 8.67 FEET TO A 112 INCH IRON ROD FOUND FOR CORNER IN THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 281;

NORTH 00 DEGREES 31 MINUTES 40 SECONDS EAST, A DISTANCE OF 53.37 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 1113.084 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 75 DEGREES 20 MINUTES 45 SECONDS EAST, A DISTANCE OF 877.21 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 17 DEGREES 46 MINUTES 00 SECONDS, A RADIUS OF 570.00 FEET, A LONG CHORD THAT BEARS, NORTH 66 DEGREES 27 MINUTES 46 SECONDS EAST, A DISTANCE OF 176.04 FEET,

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 176.75 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 34 MINUTES 46 SECONDS EAST, A DISTANCE OF 177.27 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 202 DEGREES 43 MINUTES 24 SECONDS, A RADIUS OF 430.00 FEET, A LONG CHORD THAT BEARS, NORTH 72 DEGREES 56 MINUTES 30 SECONDS EAST, A DISTANCE OF 843.15 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 1521.42 FEET TO A POINT FOR CORNER;

NORTH 88 DEGREES 18 MINUTES 14 SECONDS EAST, A DISTANCE OF 536.71 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 03 MINUTES 11 SECONDS, A RADIUS OF 570.00 FEET, A LONG CHORD THAT BEARS, NORTH 67 DEGREES 46 MINUTES 38 SECONDS EAST, A DISTANCE OF 399.73 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 408.41 FEET TO A POINT FOR CORNER;

NORTH 47 DEGREES 15 MINUTES 03 SECONDS EAST, A DISTANCE OF 379.74 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 39 DEGREES 50 MINUTES 38 SECONDS, A RADIUS OF 630.00 FEET, A LONG CHORD THAT BEARS, NORTH 67 DEGREES 10 MINUTES 22 SECONDS EAST, A DISTANCE OF 429.33 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 438.11

FEET TO A POINT FOR CORNER;

NORTH 87 DEGREES 05 MINUTES 41 SECONDS EAST, A DISTANCE OF 1162.77 FEET TO A POINT FOR CORNER IN THE CENTERLINE OF THE EAST FORK OF THE TRINITY RIVER;

THENCE ALONG THE CENTERLINE OF AFORESAID EAST FORK OF THE TRINITY RIVER THE FOLLOWING COURSES AND DISTANCES:

SOUTH 38 DEGREES 12 MINUTES 58 SECONDS EAST, A DISTANCE OF 14.58 FEET TO A POINT FOR CORNER;

SOUTH 23 DEGREES 36 MINUTES 46 SECONDS EAST, A DISTANCE OF 152.22 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 18 MINUTES 32 SECONDS EAST, A DISTANCE OF 197.85 FEET TO A POINT FOR CORNER;

SOUTH 6 1 DEGREES 18 MINUTES 14 SECONDS EAST, A DISTANCE OF 140.67 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 50 MINUTES 35 SECONDS EAST, A DISTANCE OF 70.23 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 16 MINUTES 01 SECONDS WEST, A DISTANCE OF 128.08 FEET TO A POINT FOR CORNER;

SOUTH 88 DEGREES 46 MINUTES 36 SECONDS WEST, A DISTANCE OF 114.66 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 15 MINUTES 18 SECONDS WEST, A DISTANCE OF 121.85 FEET TO A POINT FOR CORNER;

SOUTH 40 DEGREES 45 MINUTES 34 SECONDS WEST, A DISTANCE OF 145.62 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 129.56 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 18 MINUTES 02 SECONDS EAST, A DISTANCE OF 118.06 FEET TO A POINT FOR CORNER;

SOUTH 71 DEGREES 54 MINUTES 16 SECONDS EAST, A DISTANCE OF 144.48 FEET TO A POINT FOR CORNER;

SOUTH 83 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 100.92 FEET TO A POINT FOR CORNER;

SOUTH 47 DEGREES 56 MINUTES 19 SECONDS EAST, A DISTANCE OF 156.94 FEET TO A POINT FOR CORNER;

SOUTH 67 DEGREES 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 153.79 FEET TO A POINT FOR CORNER;

NORTH 61 DEGREES 13 MINUTES 24 SECONDS EAST, A DISTANCE OF 64.37 FEET TO A POINT FOR CORNER;

SOUTH 85 DEGREES 51 MINUTES 50 SECONDS EAST, A DISTANCE OF 65.53 FEET TO A POINT FOR CORNER;

SOUTH 4 1 DEGREES 34 MINUTES 58 SECONDS EAST, A DISTANCE OF 40.91 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 54 MINUTES 49 SECONDS EAST, A DISTANCE OF 29.69 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 11 MINUTES 20 SECONDS EAST, A DISTANCE OF 37.94 FEET TO A POINT FOR CORNER;

SOUTH 14 DEGREES 05 MINUTES 13 SECONDS WEST, A DISTANCE OF 62.62 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 25 MINUTES 18 SECONDS WEST, A DISTANCE OF 81.96 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 40 MINUTES 18 SECONDS WEST, A DISTANCE OF 234.69 FEET TO A POINT FOR CORNER;
SOUTH 18 DEGREES 54 MINUTES 14 SECONDS WEST, A DISTANCE OF 81.98 FEET TO A POINT FOR CORNER;

SOUTH 31 DEGREES 46 MINUTES 10 SECONDS EAST, A DISTANCE OF 104.64 FEET TO A POINT FOR CORNER;

SOUTH 56 DEGREES 34 MINUTES 36 SECONDS EAST, A DISTANCE OF 34.72 FEET TO A POINT FOR CORNER;

SOUTH 8 1 DEGREES 42 MINUTES 01 SECONDS EAST, A DISTANCE OF 110.27 FEET TO A POINT FOR CORNER;

SOUTH 67 DEGREES 09 MINUTES 59 SECONDS EAST, A DISTANCE OF 138.27 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 29 MINUTES 50 SECONDS EAST, A DISTANCE OF 105.30 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 20 MINUTES 33 SECONDS EAST, A DISTANCE OF 131.83 FEET TO A POINT FOR CORNER;

SOUTH 05 DEGREES 36 MINUTES 33 SECONDS WEST, A DISTANCE OF 102.37 FEET TO A POINT FOR CORNER;

SOUTH 33 DEGREES 06 MINUTES 41 SECONDS WEST, A DISTANCE OF 97.83

FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 16 MINUTES 04 SECONDS WEST, A DISTANCE OF 92.57 FEET TO A POINT FOR CORNER;

SOUTH 30 DEGREES 25 MINUTES 24 SECONDS EAST, A DISTANCE OF 39.87 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 06 MINUTES 56 SECONDS EAST, A DISTANCE OF 33.44 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 18 MINUTES 22 SECONDS EAST, A DISTANCE OF 35.43 FEET TO A POINT FOR CORNER;

NORTH 76 DEGREES 47 MINUTES 02 SECONDS EAST, A DISTANCE OF 171.81 FEET TO A POINT FOR CORNER;

SOUTH 62 DEGREES 02 MINUTES 58 SECONDS EAST, A DISTANCE OF 64.49 FEET TO A POINT FOR CORNER;

SOUTH 22 DEGREES 03 MINUTES 32 SECONDS EAST, A DISTANCE OF 76.90 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 33 MINUTES 13 SECONDS WEST, A DISTANCE OF 85.11 FEET TO A POINT FOR CORNER;

SOUTH 48 DEGREES 39 MINUTES 03 SECONDS WEST, A DISTANCE OF 86. 15 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 28 MINUTES 5 1 SECONDS WEST, A DISTANCE OF 59.05 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 31 MINUTES 40 SECONDS WEST, A DISTANCE OF 142.65 FEET TO A POINT FOR CORNER;

SOUTH 44 DEGREES 15 MINUTES 0 1 SECONDS WEST, A DISTANCE OF 173.52 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 24 MINUTES 08 SECONDS WEST, A DISTANCE OF 183.38 FEET TO A POINT FOR CORNER;

SOUTH 03 DEGREES 40 MINUTES 02 SECONDS EAST, A DISTANCE OF 250.70 FEET TO A POINT FOR CORNER;

SOUTH 09 DEGREES 55 MINUTES 21 SECONDS EAST, A DISTANCE OF 203.25 FEET TO A POINT FOR CORNER;

SOUTH 12 DEGREES 33 MINUTES 26 SECONDS EAST, A DISTANCE OF 84.94 FEET TO A POINT FOR CORNER;

SOUTH 23 DEGREES 50 MINUTES 50 SECONDS EAST, A DISTANCE OF 173.87

FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 37 MINUTES 27 SECONDS EAST, A DISTANCE OF 153.46 FEET TO A POINT FOR CORNER;

SOUTH 02 DEGREES 3 1 MINUTES 58 SECONDS WEST, A DISTANCE OF 62.97 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 10 MINUTES 42 SECONDS EAST, A DISTANCE OF 67.93 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 58 MINUTES 15 SECONDS WEST, A DISTANCE OF 3 1.06 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 59 MINUTES 35 SECONDS WEST, A DISTANCE OF 95.76 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 34 MINUTES 06 SECONDS WEST, A DISTANCE OF 2 19.32 FEET TO A POINT FOR CORNER;

SOUTH 72 DEGREES 18 MINUTES 27 SECONDS WEST, A DISTANCE OF 181.66 FEET TO A POINT FOR CORNER;

SOUTH 62 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 39.13 FEET TO A POINT FOR CORNER;

SOUTH 26 DEGREES 02 MINUTES 25 SECONDS WEST, A DISTANCE OF 76.21 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 15 MINUTES 13 SECONDS EAST, A DISTANCE OF 15.43 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 46 MINUTES 10 SECONDS EAST, A DISTANCE OF 146.70 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 38 MINUTES 48 SECONDS EAST, A DISTANCE OF 98.77 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 28 MINUTES 12 SECONDS EAST, A DISTANCE OF 90.87 FEET TO A POINT FOR CORNER;

SOUTH 58 DEGREES 46 MINUTES 14 SECONDS EAST, A DISTANCE OF 89.05 FEET TO A POINT FOR CORNER;

SOUTH 55 DEGREES 38 MINUTES 18 SECONDS EAST, A DISTANCE OF 81.34 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 13 MINUTES 57 SECONDS EAST, A DISTANCE OF 131.93 FEET TO A POINT FOR CORNER;

SOUTH 50 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 83.53

FEET TO A POINT FOR CORNER;

SOUTH 15 DEGREES 4 1 MINUTES 08 SECONDS EAST, A DISTANCE OF 65.63 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 25 MINUTES 17 SECONDS WEST, A DISTANCE OF 38.95 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 46 MINUTES 24 SECONDS WEST, A DISTANCE OF 78.87 FEET TO A POINT FOR CORNER;

SOUTH 26 DEGREES 57 MINUTES 48 SECONDS WEST, A DISTANCE OF 85.04 FEET TO A POINT FOR CORNER;

SOUTH 53 DEGREES 42 MINUTES 03 SECONDS WEST, A DISTANCE OF 103.78 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 31 MINUTES 27 SECONDS WEST, A DISTANCE OF 8 1.58 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 55 MINUTES 50 SECONDS WEST, A DISTANCE OF 124.05 FEET TO A POINT FOR CORNER;

SOUTH 6 1 DEGREES 26 MINUTES 59 SECONDS WEST, A DISTANCE OF 70.28 FEET TO A POINT FOR CORNER;

SOUTH 32 DEGREES 20 MINUTES 11 SECONDS WEST, A DISTANCE OF 99.01 FEET TO A POINT FOR CORNER;

SOUTH 10 DEGREES 50 MINUTES 27 SECONDS WEST, A DISTANCE OF 37.28 FEET TO A POINT FOR CORNER;

SOUTH 01 DEGREES 02 MINUTES 10 SECONDS EAST, A DISTANCE OF 113.13 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 02 MINUTES 49 SECONDS EAST, A DISTANCE OF 36.57 FEET TO A POINT FOR CORNER;

SOUTH 71 DEGREES 45 MINUTES 23 SECONDS EAST, A DISTANCE OF 91.85 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 05 MINUTES 15 SECONDS EAST, A DISTANCE OF 84.92 FEET TO A POINT FOR CORNER;

NORTH 75 DEGREES 55 MINUTES 22 SECONDS EAST, A DISTANCE OF 78.29 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 29 MINUTES 47 SECONDS EAST, A DISTANCE OF 86.59 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 37 MINUTES 20 SECONDS EAST, A DISTANCE OF 61.40

FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 13 MINUTES 36 SECONDS EAST, A DISTANCE OF 83.75 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 22.63 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 56 MINUTES 54 SECONDS WEST, A DISTANCE OF 138.97 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 14 MINUTES 33 SECONDS WEST, A DISTANCE OF 148.31 FEET TO A POINT FOR CORNER;

SOUTH 6 1 DEGREES 57 MINUTES 04 SECONDS WEST, A DISTANCE OF 54.03 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 32 MINUTES 38 SECONDS WEST, A DISTANCE OF 119.53 FEET TO A POINT FOR CORNER;

SOUTH 56 DEGREES 50 MINUTES 51 SECONDS WEST, A DISTANCE OF 164.17 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 09 MINUTES 48 SECONDS WEST, A DISTANCE OF 75.03 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 31 MINUTES 58 SECONDS EAST, A DISTANCE OF 91.04 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 08 MINUTES 09 SECONDS EAST, A DISTANCE OF 65.53 FEET TO A POINT FOR CORNER;

SOUTH 48 DEGREES 45 MINUTES 48 SECONDS EAST, A DISTANCE OF 86.33 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 37 MINUTES 04 SECONDS EAST, A DISTANCE OF 80.56 FEET TO A POINT FOR CORNER;

SOUTH 14 DEGREES 39 MINUTES 59 SECONDS EAST, A DISTANCE OF 83.23 FEET TO A POINT FOR CORNER;

SOUTH 09 DEGREES 30 MINUTES 21 SECONDS WEST, A DISTANCE OF 47.73 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 12 MINUTES 38 SECONDS WEST, A DISTANCE OF 148.32 FEET TO A POINT FOR CORNER;

SOUTH 10 DEGREES 23 MINUTES 51 SECONDS WEST, A DISTANCE OF 54.05 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 54 MINUTES 18 SECONDS EAST, A DISTANCE OF 74.80

FEET TO A POINT FOR CORNER;

SOUTH 68 DEGREES 03 MINUTES 59 SECONDS EAST, A DISTANCE OF 45.10 FEET TO A POINT FOR CORNER;

SOUTH 74 DEGREES 45 MINUTES 02 SECONDS EAST, A DISTANCE OF 120.98 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 58 MINUTES 42 SECONDS EAST, A DISTANCE OF 30.84 FEET TO A POINT FOR CORNER;

SOUTH 09 DEGREES 47 MINUTES 01 SECONDS EAST, A DISTANCE OF 26.13 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 19 MINUTES 51 SECONDS WEST, A DISTANCE OF 84.18 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 24 MINUTES 44 SECONDS WEST, A DISTANCE OF 68.56 FEET TO A POINT FOR CORNER;

SOUTH 58 DEGREES 05 MINUTES 12 SECONDS WEST, A DISTANCE OF 63.97 FEET TO A POINT FOR CORNER;

SOUTH 71 DEGREES 39 MINUTES 45 SECONDS WEST, A DISTANCE OF 48.06 FEET TO A POINT FOR CORNER;

NORTH 84 DEGREES 13 MINUTES 05 SECONDS WEST, A DISTANCE OF 97.44 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 06 MINUTES 14 SECONDS WEST, A DISTANCE OF 96.50 FEET TO A POINT FOR CORNER;

SOUTH 52 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 47.07 FEET TO A POINT FOR CORNER;

SOUTH 26 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 68.00 FEET TO A POINT FOR CORNER;

SOUTH 07 DEGREES 14 MINUTES 06 SECONDS WEST, A DISTANCE OF 107.55 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 1113.084 ACRE TRACT AND BEING THE NORTHEAST CORNER OF AFORESAID 57 ACRE TRACT;

THENCE, ALONG THE SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 57 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 88 DEGREES 57 MINUTES 19 SECONDS WEST, PASSING AT A DISTANCE OF 100.00 FEET A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 2153.25 FEET TO A 60D NAIL FOUND FOR CORNER;

NORTH 89 DEGREES 29 MINUTES 57 SECONDS WEST, A DISTANCE OF 1179.76 FEET TO THE POINT OF BEGINNING, AND CONTAINING 673.759 ACRES OF LAND, MORE OR LESS.

EXHIBIT B-2B
Legal Description
206.286 acres
(MUD 1/TRACT B)

BEING A 206.318 ACRE TRACT OF LAND SITUATED IN THE JOHN EMBERSON SURVEY, ABSTRACT NO. 294, AND THE MEREDITH HART SURVEY, ABSTRACT NO. 371, COLLIN COUNTY, TEXAS, AND BEING PART OF A 0.469 ACRE TRACT CONVEYED AS "TRACT 2" AND A 182.711 ACRE TRACT OF LAND CONVEYED AS"TRACT 1" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344730, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND PART OF A 26.423 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" AND A 0.653 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344720, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAME ALSO BEING ALL OF A 0.901 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO McKINNEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY, RECORDED IN INSTRUMENT NO. 20140109000024290 OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND PART OF A 6.72 ACRE TRACT OF LAND CONVEYED TO GRAYSON-COLLIN ELECTRIC COOPERATIVE BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2000-0133812, LAND RECORDS, COLLIN COUNTY, TEXAS. SAID 206.318 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVTIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-DF8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF AFORESAID 182.711 ACRE TRACT AND BEING THE NORTHEAST CORNER OF A CALLED 20.300 ACRE TRACT OF LAND CONVEYED TO TOM B. WILSON BY DEED RECORDED IN VOLUME 935, PAGE 598, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING ON THE SOUTH LINE OF A CALLED 361.66 ACRE TRACT OF LAND CONVEYED TO HERITAGE FARM TRUST BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 98-0084317, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 88 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF AFORESAID 182.711 ACRE TRACT AND ALONG THE COMMON SOUTH LINE OF AFORESAID 361.66 ACRE TRACT, A DISTANCE OF 2578.42 FEET TO THE SOUTHWEST CORNER OF SAID 0.901 ACRE TRACT;

THENCE DEPARTING THE NORTH LINE OF SAID 182.711 ACRE TRACT AND ALONG THE WESTERLY LINE OF SAID 0.901 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

> NORTH 01 DEGREES 43 MINUTES 15 SECONDS EAST, A DISTANCE OF 65.50 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90 DEGREES 05 MINUTES 03 SECONDS, A RADIUS OF 66.00 FEET, AND A LONG CHORD THAT BEARS NORTH 46 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 93.41 FEET;
>
> ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 103.77 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 38 MINUTES 13 SECONDS EAST, A DISTANCE OF 84.00 FEET TO A POINT FOR CORNER;

NORTH 07 DEGREES 54 MINUTES 51 SECONDS EAST, A DISTANCE OF 23.23 FEET TO THE NORTHWEST CORNER OF AFORESAID 0.901 ACRE TRACT;

THENCE SOUTH 88 DEGREES 21 MINUTES 47 SECONDS EAST, ALONG THE NORTH LINE OF SAID 0.901 ACRE TRACT, A DISTANCE OF 73.96 FEET TO THE NORTHEAST CORNER OF SAID 0.901 ACRE TRACT, AND BEING IN THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE SOUTH 22 DEGREES 24 MINUTES 21 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID 0.901 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 161.50 FEET TO A POINT FOR CORNER;

THENCE SOUTH 47 DEGREES 40 MINUTES 01 SECONDS EAST, CONTINUING ALONG THE EASTERLY LINE OF SAID 0.901 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 140.42 FEET TO THE SOUTHEAST CORNER OF SAID 0.901 ACRE TRACT, AND BEING ON THE NORTH LINE OF AFORESAID 182.711 ACRE TRACT;

THENCE NORTH 88 DEGREES 16 MINUTES 45 SECONDS WEST, DEPARTING THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD NO. 206, ALONG THE NORTH LINE OF SAID 182.711 ACRE TRACT AND THE SOUTH LINE OF SAID 0.901 ACRE TRACT, A DISTANCE OF 172.26 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 182.711 ACRE TRACT, SAID 0.469 ACRE TRACT AND SAID 26.423 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 01 DEGREES 38 MINUTES 13 SECONDS WEST, A DISTANCE OF 160.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26 DEGREES 38 MINUTES 26 SECONDS, A RADIUS OF 1450.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 11 DEGREES 41 MINUTES 00 SECONDS EAST, A DISTANCE OF 668.15 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 674.20 FEET TO A POINT FOR CORNER;

SOUTH 25 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 241.04 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22 DEGREES 02 MINUTES 58 SECONDS, A RADIUS OF 1450.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 13 DEGREES 58 MINUTES 44 SECONDS EAST, A DISTANCE OF 554.58 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 558.01 FEET TO A POINT FOR CORNER;

SOUTH 02 DEGREES 57 MINUTES 15 SECONDS EAST, A DISTANCE OF 237.94

FEET TO A POINT FOR CORNER ON THE EAST LINE OF SAID 26.423 ACRE TRACT AND BEING IN AFORESAID COLLIN COUNTY ROAD NO. 206;

THENCE, SOUTH 00 DEGREES 34 MINUTES 35 SECONDS EAST, ALONG THE EAST LINE OF SAID 26.423 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 A DISTANCE OF 169.57 FEET TO A PK NAIL SET FOR THE SOUTHEAST CORNER OF SAID 26.423 ACRE TRACT AND A COMMON EAST CORNER OF SAID 182.711 ACRE TRACT;

THENCE, ALONG THE EAST LINE OF SAID 182.711 ACRE TRACT, AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 13 DEGREES 23 MINUTES 32 SECONDS EAST, A DISTANCE OF 619.60 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 26 DEGREES 26 MINUTES 21 SECONDS EAST, A DISTANCE OF 308.47 FEET TO A 5/8 INCH IRON ROD WITH A YELLO W PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER AND THE BEGINNING OF A NONTANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES 30 MINUTES 28 SECONDS, A RADIUS OF 570.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 23 DEGREES 04 MINUTES 21 SECONDS EAST, A DISTANCE OF 124.18 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 124.43 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHEAST CORNER OF SAID 182.711 ACRE TRACT, AND BEING ON THE NORTH RIGHT-OF-WAY LINE OF F.M. 543 (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, ALONG THE SOUTH LINE OF AFORESAID 182.711 ACRE TRACT AND THE COMMON NORTH RIGHT-OF-WAY LINE OF F.M. 543, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 88 DEGREES 19 MINUTES 01 SECONDS WEST, PASSING AT A DISTANCE OF 21.52 FEET, A PK NAIL FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 887.99 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05 DEGREES 16 MINUTES 00 SECONDS, A RADIUS OF 1870.34 FEET, A CHORD BEARING OF NORTH 89 DEGREES 02 MINUTES 59 SECONDS WEST, AND A CHORD LENGTH OF 171.86 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 171.92 FEET TO A 5/8 INCH IRON ROD WITH A YELLO W PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 86 DEGREES 24 MINUTES 59 SECONDS WEST, A DISTANCE OF 819.32 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 87 DEGREES 54 MINUTES 59 SECONDS WEST, A DISTANCE OF 1322.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHWEST CORNER OF AFORESAID 182.711 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF AFORESAID 6.72 ACRE TRACT;

THENCE NORTH 07 DEGREES 04 MINUTES 31 SECONDS WEST, ALONG THE WEST LINE OF SAID 182.711 ACRE TRACT AND THE EAST LINEOF SAID 6.72 ACRE TRACT, A DISTANCE OF 665.86 FEET TO A POINT FOR CORNER;

THENCE NORTH 88 DEGREES 27 MINUTES 18 SECONDS WEST, DEPARTING THE WEST LINE OF SAID 182.711 ACRE TRACT, OVER AND ACROSS SAID 6.72 ACRE TRACT, A DISTANCE OF 200.87 FEET TO A POINT FOR CORNER ON THE WEST LINE OF SAID 6.72 ACRE TRACT AND THE EAST LINE OF A CALLED 38.948 ACRE TRACT OF LAND CONVEYED TO PURPLE FROG LTD. BY SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 20060724001039860, SAID LAND RECORDS;

THENCE NORTH 01 DEGREES 32 MINUTES 42 SECONDS EAST, ALONG THE WEST LINE OF SAID 6.72 ACRE TRACT AND THE EAST LINES OF SAID 38.948 ACRE TRACT AND AFORESAID 20.30 ACRE TRACT, A DISTANCE OF 1324.97 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHERNMOST CORNER OF SAID 6.72 ACRE TRACT, BEING ON THE WEST LINE OF AFORESAID 182.711 ACRE TRACT;

THENCE NORTH 00 DEGREES 53 MINUTES 45 SECONDS EAST, ALONG WEST LINE OF AFORESAID 182.711 ACRE TRACT AND THE EAST LINE OF SAID 20.30 ACRE TRACT, A DISTANCE OF 986.32 FEET TO THE POINT OF BEGINNING, AND CONTAINING 206.318 ACRES OF LAND, MORE OR LESS.

SAVE AND EXCEPT A 0.032 ACRE TRACT OF LAND, BEING ALL OF A CALLED 0.03 ACRE TRACT OF LAND DESCRIBED AS "FAMILY BURIAL GROUNDS" IN DEED RECORDED IN VOLUME 294, PAGE 43, DEED RECORDS, COLLIN COUNTY, TEXAS, SAID 0.032 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT 3/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF AFORESAID 182.82 ACRE TRACT AND BEING THE NORTHEAST CORNER OF AFORESAID 20.300 ACRE TRACT AND BEING ON THE SOUTH LINE OF AFORESAID 361.66 ACRE TRACT;

THENCE, SOUTH 88 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF SAID 182.82 ACRE TRACT AND ALONG THE COMMON SOUTH LINE OF SAID 361.66 ACRE TRACT, A DISTANCE OF 618.15 FEET TO A POINT;

THENCE, SOUTH 01 DEGREES 05 MINUTES 01 SECONDS WEST, OVER AND ACROSS SAID 182.82 ACRE TRACT, A DISTANCE OF 31.10 FEET TO A FENCE CORNER POST FOUND FOR THE POINT OF BEGINNING;

THENCE, CONTINUING OVER AND ACROSS SAID 182.82 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 39 MINUTES 44 SECONDS EAST, A DISTANCE OF 39.36 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

SOUTH 00 DEGREES 24 MINUTES 46 SECONDS EAST, A DISTANCE OF 35.96 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

NORTH 88 DEGREES 50 MINUTES 03 SECONDS WEST, A DISTANCE OF 40.28 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

NORTH 01 DEGREES 05 MINUTES 01 SECONDS EAST, A DISTANCE OF 34.92 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.032 ACRES OF LAND, MORE OR LESS, LEAVING A NET ACREAGE OF 206.286 ACRES OF LAND, MORE OR LESS.

Exhibit B-2C
Legal Description
1.276 Acres
(MUD 1/Tract C)

BEING TRACT OF LAND SITUATED IN THE MEREDITH HART SURVEY, ABSTRACT NO. 371, COLLIN COUNTY, TEXAS AND BEING ALL OF A CALLED 1.272 ACRE TRACT OF LAND DESCRIBED IN THE CASH WARRANTY DEED TO KATHRINE EATON, RECORDED IN INSTRUMENT NO. 20091215001500680, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID 1.272 ACRE TRACT, SAME BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF F. M. NO. 543, AN 80' WIDE RIGHT OF WAY, AS CREATED IN AN EASEMENT TO THE STATE OF TEXAS RECORDED IN VOLUME 400, PAGE 412 AND VOLUME 400, PAGE 424, BOTH OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS, SAME BEING ON THE WESTERLY LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO STEVEN A. GROGEAN AND BRENDA GROGEAN, RECORDED IN INSTRUMENT NO. 2000101100111519, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, SAME ALSO BEING IN COUNTY ROAD NO. 206 (NO RECORD FOUND);

THENCE SOUTH 00°28'11" WEST, DEPARTING THE SOUTHERLY RIGHT OF WAY LINE OF SAID F. M. NO. 543, ALONG THE EASTERLY LINE OF SAID 1.272 ACRE TRACT AND THE WESTERLY LINE OF SAID GROGEAN TRACT AND GENERALLY ALONG SAID COUNTY ROAD NO. 206, A DISTANCE OF 161.47 TO A PK-NAIL FOUND FOR A CORNER;

THENCE SOUTH 00°48'19" WEST, CONTINUING ALONG THE EASTERLY LINE OF SAID 1.272 ACRE TRACT AND THE WESTERLY LINE OF SAID GROGEAN TRACT AND GENERALLY ALONG SAID COUNTY ROAD NO. 206, A DISTANCE OF 85.32 FEET TO THE SOUTHWEST CORNER OF SAID 1.272 ACRE TRACT, SAME BEING ON THE NORTHERLY LINE OF A CALLED 15.7401 ACRE TRACT OF LAND DESCRIBED IN A TRANSFER OF RIGHT OF WAY TO THE CITY OF MCKINNEY, TEXAS, RECORDED IN INSTRUMENT NO. 20140217000146290, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, SAME ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF AFORESAID F. M. NO. 543;

THENCE SOUTH 89°54'35" WEST, ALONG THE SOUTHERLY LINE OF SAID 1.272 ACRE TRACT, THE NORTHERLY LINE OF SAID 15.7401 ACRE TRACT AND THE EASTERLY RIGHT OF WAY LINE OF SAID F. M. NO. 543, A DISTANCE OF 106.66 FEET TO THE SOUTHWEST CORNER OF SAID 1.272 ACRE TRACT, SAME BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 28°08'09", A RADIUS OF 761.18 FEET, A CHORD BEARING AND DISTANCE OF NORTH 50°19'16" WEST, 368.97 FEET;

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE WESTERLY LINE OF SAID 1.272 ACRE TRACT, CONTINUING ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID F. M. NO. 543, WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 372.68 FEET TO A POINT AT THE END OF SAID CURVE, SAME BEING THE NORTHWEST CORNER OF SAID 1.272 ACRE TRACT;

THENCE NORTH 88°19'01" EAST, ALONG THE NORTHERLY LINE OF SAID 1.272 ACRE TRACT AND A SOUTHERLY RIGHT OF WAY LINE OF SAID F. M. NO. 543, A DISTANCE OF 393.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.276 ACRES (55,562 SQUARE FEET) OF LAND, MORE OR LESS.

Exhibit B-4A
Legal Description
423.553 Acres
(MUD 2/Tract A)

BEING A 423.553 ACRE TRACT OF LAND SITUATED IN THE THOMAS BRUCE SURVEY, ABSTRACT NO. 1 03, THE THOMAS LINDSAY SURVEY, ABSTRACT NO. 521, COLLIN COUNTY, TEXAS, AND BEING ALL OF A CALLED 106.762 ACRE TRACT OF LAND CONVEYED TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344750, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING ALL OF A CALLED 118.259 ACRE TRACT OF LAND CONVEYED TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344760, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 1113.084 ACRE TRACT OF LAND CONVEYED TO MA BB OWEN, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060616000829800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID 423.553 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-8982), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 106.762 ACRE TRACT AND THE NORTHEAST CORNER OF A 39.06 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THOMAS M. FRIS AS RECORDED IN COLLIN COUNTY CLERK'S FILE NO. 96-0104896, LAND RECORDS, COLLIN COUNTY, TEXAS, SAID POINT ALSO BEING ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO JOHN P. WALDEN & WIFE JANE WALDEN AS RECORDED IN VOLUME 551, PAGE 366 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE, ALONG COMMON LINES OF SAID 106.762 ACRE TRACT AND SAID WALDEN TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 11 MINUTES 59 SECONDS EAST, A DISTANCE OF 900.54 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

SOUTH 89 DEGREES 27 MINUTES 53 SECONDS EAST, A DISTANCE OF 161.43 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 83 DEGREES 20 MINUTES 49 SECONDS EAST, A DISTANCE OF 67.79 FEET TO THE NORTHEAST CORNER OF SAID 106.762 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF EAST FORK OF THE TRINITY RIVER;

THENCE, ALONG THE EAST PROPERTY LINE OF SAID 106.762 ACRE TRACT, AND WITH THE CENTERLINE OF AFORESAID EAST FORK OF THE TRINITY RIVER, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 20 DEGREES 21 MINUTES 50 SECONDS EAST, A DISTANCE OF 147.67 FEET TO A POINT FOR CORNER;

SOUTH 15 DEGREES 11 MINUTES 51 SECONDS EAST, A DISTANCE OF 121.20 FEET TO A POINT FOR CORNER;

SOUTH 53 DEGREES 55 MINUTES 47 SECONDS EAST, A DISTANCE OF 57.30 FEET TO A POINT FOR CORNER;

NORTH 81 DEGREES 40 MINUTES 31 SECONDS EAST, A DISTANCE OF 68. 17 FEET TO A POINT FOR CORNER;

NORTH 55 DEGREES 58 MINUTES 51 SECONDS EAST, A DISTANCE OF 70.86 FEET TO A POINT FOR CORNER;

NORTH 50 DEGREES 52 MINUTES 37 SECONDS EAST, A DISTANCE OF 167.34 FEET TO A POINT FOR CORNER;

SOUTH 63 DEGREES 52 MINUTES 45 SECONDS EAST, A DISTANCE OF 76.94 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 20 MINUTES 33 SECONDS EAST, A DISTANCE OF 73.75 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 16 MINUTES 49 SECONDS WEST, A DISTANCE OF 61.92 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 28 MINUTES 37 SECONDS WEST, A DISTANCE OF 67.28 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 53 MINUTES 46 SECONDS WEST, A DISTANCE OF 70.84 FEET TO A POINT FOR CORNER;

SOUTH 04 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 98.68 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 59 MINUTES 37 SECONDS EAST, A DISTANCE OF 72.48 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 58 MINUTES 18 SECONDS EAST, A DISTANCE OF 131.77 FEET TO A POINT FOR CORNER;

SOUTH 03 DEGREES 11 MINUTES 20 SECONDS EAST, A DISTANCE OF 91. 41 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 35 MINUTES 41 SECONDS WEST, A DISTANCE OF 188.59 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 55 MINUTES 44 SECONDS EAST, A DISTANCE OF 101.19 FEET TO A POINT FOR CORNER;

SOUTH 77 DEGREES 27 MINUTES 27 SECONDS EAST, A DISTANCE OF

101.27 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 08 MINUTES 21 SECONDS EAST, A DISTANCE OF 137.11 FEET TO A POINT FOR CORNER;

SOUTH 56 DEGREES 41 MINUTES 24 SECONDS EAST, A DISTANCE OF 136.45 FEET TO A POINT FOR CORNER;

SOUTH 41 DEGREES 28 MINUTES 51 SECONDS EAST, A DISTANCE OF 84.90 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 13 MINUTES 08 SECONDS EAST, A DISTANCE OF 239.45 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 49 MINUTES 08 SECONDS WEST, A DISTANCE OF 84.82 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 02 MINUTES 36 SECONDS WEST, A DISTANCE OF 120.85 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 50 MINUTES 36 SECONDS WEST, A DISTANCE OF 106.92 FEET TO A POINT FOR CORNER;

SOUTH 04 DEGREES 08 MINUTES 50 SECONDS WEST, A DISTANCE OF 83.94 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 46 MINUTES 39 SECONDS EAST, A DISTANCE OF 70.50 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 20 MINUTES 11 SECONDS EAST, A DISTANCE OF 154.89 FEET TO A POINT FOR CORNER;

SOUTH 57 DEGREES 43 MINUTES 24 SECONDS EAST, A DISTANCE OF 104.47 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 103.87 FEET TO A POINT FOR CORNER;

SOUTH 30 DEGREES 16 MINUTES 36 SECONDS WEST, A DISTANCE OF 92.56 FEET TO A POINT FOR CORNER;

SOUTH 48 DEGREES 18 MINUTES 00 SECONDS WEST, A DISTANCE OF 95.11 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 48 MINUTES 37 SECONDS WEST, A DISTANCE OF 115.06 FEET TO A POINT FOR CORNER;

SOUTH 63 DEGREES 46 MINUTES 10 SECONDS WEST, A DISTANCE OF 108.90 FEET TO A POINT FOR CORNER;

SOUTH 74 DEGREES 52 MINUTES 48 SECONDS WEST, A DISTANCE OF

108.83 FEET TO A POINT FOR CORNER;

SOUTH 80 DEGREES 20 MINUTES 18 SECONDS WEST, A DISTANCE OF 130.42 FEET TO A POINT FOR CORNER;

SOUTH 77 DEGREES 33 MINUTES 24 SECONDS WEST, A DISTANCE OF 159.57 FEET TO A POINT FOR CORNER;

SOUTH 49 DEGREES 37 MINUTES 34 SECONDS WEST, A DISTANCE OF 79.64 FEET TO A POINT FOR CORNER;

SOUTH 30 DEGREES 51 MINUTES 57 SECONDS WEST, A DISTANCE OF 127.68 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 15 MINUTES 52 SECONDS EAST, A DISTANCE OF 88.75 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 25 MINUTES 34 SECONDS EAST, A DISTANCE OF 19l.80 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 27 MINUTES 55 SECONDS EAST, A DISTANCE OF 92.30 FEET TO A POINT FOR CORNER;

SOUTH 39 DEGREES 42 MINUTES 15 SECONDS WEST, A DISTANCE OF 84.38 FEET TO A POINT FOR CORNER;

SOUTH 80 DEGREES 08 MINUTES 27 SECONDS WEST, A DISTANCE OF 92.47 FEET TO A POINT FOR CORNER;

NORTH 75 DEGREES 29 MINUTES 03 SECONDS WEST, A DISTANCE OF 181.83 FEET TO A POINT FOR CORNER;

NORTH 78 DEGREES 44 MINUTES 3 8 SECONDS WEST, A DISTANCE OF 106.12 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 3 7 MINUTES 05 SECONDS WEST, A DISTANCE OF 80.67 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 46 MINUTES 24 SECONDS WEST, A DISTANCE OF 87.62 FEET TO A POINT FOR CORNER;

SOUTH 14 DEGREES 45 MINUTES 22 SECONDS EAST, PASSING AT A DISTANCE OF 71. 19 FEET THE SOUTHEAST CORNER OF SAID 106.762 ACRE TRACT, SAME BEING A NORTHEAST CORNER OF AFORESAID 1113 .084 ACRE TRACT, CONTINUING WITH THE CENTERLINE OF SAID EAST FORK OF THE TRINITY RIVER AND THE EAST PROPERTY LINE OF SAID 1113 .084 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 120.3 7 FEET TO A POINT FOR CORNER;

THENCE, CONTINUING WITH THE CENTERLINE OF SAID EAST FORK OF THE TRINITY RIVER AND ALONG THE EAST PROPERTY LINE OF SAID 1113 .084 ACRE TRACT, THE FOLLOWING COURSES
AND DISTANCES:

SOUTH 3 4 DEGREES 3 9 MINUTES 08 SECONDS EAST, A DISTANCE OF 74. 62 FEET TO A POINT FOR CORNER;

SOUTH 84 DEGREES 34 MINUTES 58 SECONDS EAST, A DISTANCE OF 126.28 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 27 MINUTES 27 SECONDS EAST, A DISTANCE OF 13 3 . 3 2 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 3 5 MINUTES 21 SECONDS EAST, A DISTANCE OF 110.3 2 FEET TO A POINT FOR CORNER;

SOUTH 75 DEGREES 11 MINUTES 25 SECONDS EAST, A DISTANCE OF 99. 44 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 58 MINUTES 48 SECONDS EAST, A DISTANCE OF 54.42 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 07 MINUTES 16 SECONDS WEST, A DISTANCE OF 82.33 FEET TO A POINT FOR CORNER;
SOUTH 34 DEGREES 19 MINUTES 44 SECONDS WEST, A DISTANCE OF 114.95 FEET TO A POINT FOR CORNER;

SOUTH 85 DEGREES 30 MINUTES 45 SECONDS WEST, A DISTANCE OF 29 1.84 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 46 MINUTES 06 SECONDS WEST, A DISTANCE qF 95.18 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 121.86 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 12 MINUTES 58 SECONDS EAST, A DISTANCE OF 130.83 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 1113.084 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 87 DEGREES 05 MINUTES 41 SECONDS WEST, A DISTANCE OF 1162.77 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39 DEGREES 50 MINUTES 38 SECONDS, A RADIUS OF 630.00 FEET, A LONG CHORD THAT BEARS, SOUTH 67 DEGREES 10 MINUTES 22 SECONDS WEST, A DISTANCE OF 429.33 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF

438.11 FEET TO A POINT FOR CORNER;

SOUTH 47 DEGREES 15 MINUTES 03 SECONDS WEST, A DISTANCE OF 379.74 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 41 DEGREES 03 MINUTES 11 SECONDS, A RADIUS OF 570.00 FEET, A LONG CHORD THAT BEARS, SOUTH 67 DEGREES 46 MINUTES 38 SECONDS WEST, A DISTANCE OF 399.73 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 408.41 FEET TO A POINT FOR CORNER;

SOUTH 88 DEGREES 18 MINUTES 14 SECONDS WEST, A DISTANCE OF 536.71 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 202 DEGREES 43 MINUTES 24 SECONDS, A RADIUS OF 430.00 FEET, A LONG CHORD THAT BEARS, SOUTH 72 DEGREES 56 MINUTES 30 SECONDS WEST, A DISTANCE OF 843.15 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 1521.42 FEET TO A POINT FOR CORNER;

SOUTH 57 DEGREES 34 MINUTES 46 SECONDS WEST, A DISTANCE OF 177.27 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17 DEGREES 46 MINUTES 00 SECONDS, A RADIUS OF 570.00 FEET, A LONG CHORD THAT BEARS, SOUTH 66 DEGREES 27 MINUTES 46 SECONDS WEST, A DISTANCE OF 176.04 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 176.75 FEET TO A POINT FOR CORNER;

SOUTH 75 DEGREES 20 MINUTES 45 SECONDS WEST, A DISTANCE OF 877.21 FEET TO A POINT FOR CORNER IN THE WEST LINE OF SAID 1113.084 ACRE TRACT, SAME BEING THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 281 (A VARIABLE WIDTH RIGHT-OFWAY);

THENCE, NORTH 00 DEGREES 31 MINUTES 40 SECONDS EAST, ALONG THE WEST LINE OF SAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 281, A DISTANCE OF 1574.34 FEET TO A 112 INCH IRON ROD FOUND FOR AN INSIDE ELL CORNER OF SAID 1113. 084 ACRE TRACT AND THE NORTHEAST CORNER OF A CALLED 3.000 ACRE TRACT OF LAND CONVEYED TO TERRY L. HERTWICK AND ROSE ETTA JONES BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0001673, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 00 DEGREES 04 MINUTES 47 SECONDS EAST, OVER AND ACROSS SAID 1113.084 ACRE TRACT, CONTINUING ALONG THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 281, A DISTANCE OF 2505.18 FEET TO A POINT FOR AN INSIDE ELL CORNER OF SAID 1113.084 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 21 MINUTES 54 SECONDS EAST, ALONG THE NORTH LINE OF SAID 1113.084 ACRE TRACT, PASSING AT A DISTANCE OF 40.00 FEET A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 1290.73 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE A NORTHEAST CORNER OF SAID 1113.084 ACRE TRACT AND BEING ON THE WEST LINE OF SAID 118.259 ACRE TRACT;

THENCE, NORTH 00 DEGREES 11 MINUTES 31 SECONDS WEST, ALONG THE WEST LINE OF SAID 118.259 ACRE TRACT, A DISTANCE OF 15.14 FEET TO A 112 INCH IRON ROD FOUND FOR A NORTHWEST CORNER OF SAID 118.259 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 1.071 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ANITA L. GRAY AND HUSBAND, JIMMY L. GRAY AS RECORDED IN COLLIN COUNTY CLERK'S FILE NO. 94-0054427 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 10 MINUTES 20 SECONDS EAST, ALONG THE SOUTH LINE OF AFORESAID 1.071 ACRE TRACT, A DISTANCE OF 182.65 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHEAST CORNER OF SAID 1.071 ACRE TRACT;

THENCE NORTH 00 DEGREES 11 MINUTES 36 SECONDS WEST, ALONG THE EAST LINE OF AFORESAID 1.071 ACRE TRACT, A DISTANCE OF 254.52 FEET TO A POINT FOR CORNER, FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS NORTH 00 DEGREES 11 MINUTES 36 SECONDS WEST, A DISTANCE OF 0.64 FEET, SAID POINT BEING IN THE SOUTH LINE OF A CALLED 10.000 ACRE
TRACT OF LAND DESCRIBED IN A DEED TO CABE W. CHADICK AS RECORDED IN COLLIN COUNTY CLERK'S FILE NO. 2000-0095879 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 20 MINUTES 27 SECONDS EAST, ALONG THE NORTH LINE OF SAID 118.259 ACRE TRACT, THE SOUTH LINE OF SAID 10.000 ACRE TRACT, THE SOUTH LINE OF AFORESAID 39.06 ACRE TRACT, A DISTANCE OF 1856.29 FEET TO A 3/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID THOMAS M. FRIS TRACT;

THENCE, NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, ALONG THE WEST LINE OF SAID 106.762 ACRE TRACT AND THE EAST LINE OF SAID THOMAS M. FRIS TRACT, A DISTANCE OF 794.23 FEET TO THE POINT OF BEGINNING, AND CONTAINING 423.553 ACRES OF LAND, MORE OR LESS.

EXHIBIT B-4B
Legal Description
407.211 acres
(MUD 2/TRACT B)

BEING A 407.211 ACRE TRACT OF LAND SITUATED IN THE JOHN LARREMORE SURVEY, ABSTRACT NO. 530, AND THE THOMAS BRUCE SURVEY, ABSTRACT NO. 103, COLLIN COUNTY, TEXAS, AND BEING PART OF A 158.524 ACRE TRACT OF LAND CONVEYED TO MA-BBO FIVE, L.P. BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060718001344740, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING PART OF A 1113.084 ACRE TRACT OF LAND CONVEYED TO MA BB OWEN, L.P. BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060616000829800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 404.156 ACRE TRACT, AND BEING ALL OF MINOR PLAT OF LOT 1, BLOCK A OF THE TRINITY FALLS NORTH ADDITION, ACCORDING THE PLAT THEREOF RECORDED IN VOLUME 2015, PG. 367, PLAT RECORDS, COLLIN COUNTY, TEXAS, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT AT A NORTHWEST CORNER OF SAID 1113.084 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF A CALLED 0.998 ACRE TRACT OF LAND CONVEYED TO CHAMBERVILLE CEMETERY ASSOCIATION BY DEED RECORDED IN VOLUME 2034, PAGE 573,
DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING IN COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE NORTH 89 DEGREES 45 MINUTES 16 SECONDS EAST, ALONG THE SOUTH LINE OF AFORESAID 0.998 ACRE TRACT, PASSING AT A DISTANCE OF 9.74 FEET A 5/8 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 188.45 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR AN INSIDE ELL CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF SAID 0.998 ACRE TRACT;

THENCE NORTH 00 DEGREES 55 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF AFORESAID 0.998 ACRE TRACT PASSING AT A DISTANCE OF 177.66 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 206.50 FEET TO A POINT FOR A NORTHEAST CORNER OF SAID 0.998 ACRE TRACT AND BEING A NORTHWEST CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING IN THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 281 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE ALONG THE NORTH LINE OF AFORESAID 1113.084 ACRE TRACT, THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281, AND THE NORTH LINE OF SAID MINOR PLAT OF LOT 1, BLOCK A OF THE TRINITY FALLS NORTH ADDITION, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 88 DEGREES 11 MINUTES 52 SECONDS EAST, A DISTANCE OF
172.87 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED

"CARTER BURGESS" SET FOR CORNER;

SOUTH 84 DEGREES 50 MINUTES 48 SECONDS EAST, A DISTANCE OF 300.57 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 88 DEGREES 57 MINUTES 46 SECONDS EAST, A DISTANCE OF 689.46 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 89 DEGREES 51 MINUTES 11 SECONDS EAST, A DISTANCE OF 691.44 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 84 DEGREES 42 MINUTES 34 SECONDS EAST, A DISTANCE OF 623.13 FEET TO A 3/4 INCH IRON ROD FOUND FOR THE MOST NORTHERN NORTHEAST CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING THE NORTHWEST CORNER OF A CALLED 7.04 ACRE TRACT OF LAND CONVEYED TO ROBERT W. GANTER AND ELIZABETH A. GANTER BY DEED RECORDED IN COUNTY CLERK'S NO. 97-0024749. LAND RECORDS, COLLIN COUNTY, TEXAS;

SOUTH 00 DEGREES 29 MINUTES 01 SECONDS WEST, ALONG AN EAST LINE OF AFORESAID 1113.084 ACRE TRACT AND THE COMMON WEST LINE OF AFORESAID 7.04 ACRE TRACT, A DISTANCE OF 411.24 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF SAID 7.04 ACRE TRACT;

SOUTH 89 DEGREES 02 MINUTES 06 SECONDS EAST, ALONG THE NORTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON SOUTH LINE OF AFORESAID 7.04 ACRE TRACT, A DISTANCE OF 1471.42 FEET TO A 1/2 INCH IRON PIPE FOUND FOR CORNER AND BEING ON THE WEST LINE OF A CALLED 5.660 ACRE TRACT OF LAND CONVEYED TO DONALD DWAYNE TUCKER AND WIFE, JEAN TUCKER RECORDED IN VOLUME 931, PAGE 368, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281;

THENCE SOUTH 00 DEGREES 40 MINUTES 36 SECONDS WEST, ALONG AN EAST LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON WEST LINES OF SAID 5.660 TUCKER TRACT AND OF A CALLED 1.39 ACRE TRACT OF LAND CONVEYED TO CALVIN JARRETT AND KAREN JARRETT BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2005-0097078, LAND RECORDS, COLLIN COUNTY, TEXAS AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281, A DISTANCE OF 537. 51 FEET TO A POINT FOR THE CORNER;

THENCE, SOUTH 00 DEGREES 04 MINUTES 47 SECONDS WEST, OVER AND ACROSS SAID 1 113.084 ACRE TRACT, A DISTANCE OF 2505.18 FEET TO A 1/2 INCH IRON ROD FOUND ON A SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A CALLED 3.000 ACRE TRACT OF LAND CONVEYED TO TERRY L. HARTWICK AND ROSE ETTA JONES BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0001673, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 1113.084 ACRE TRACT, AND THE COMMON NORTH LINE OF SAID 3.000 ACRE TRACT, A DISTANCE OF 484.37 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER ON THE EAST LINE OF A 19.33 ACRE TRACT OF LAND CONVEYED TO TERRY L. HARTWICK AND ROSE ETTA JONES BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 94-0065235, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 00 DEGREES 14 MINUTES 32 SECONDS WEST, A DISTANCE OF 154.99 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 19.33 ACRE TRACT;

THENCE, NORTH 89 DEGREES 39 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 19.33 ACRE TRACT, A DISTANCE OF 988.76 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER ON THE EAST LINE OF SAID 158.524 ACRE TRACT;

THENCE, SOUTH 00 DEGREES 26 MINUTES 33 SECONDS EAST, ALONG THE EAST LINE OF SAID 158.524 ACRE TRACT AND THE COMMON WEST LINES OF SAID 19.33 ACRE TRACT AND A CALLED 11.06 ACRE TRACT OF LAND CONVEYED TO HUGH P. McADAMS BY DEED RECORDED IN COUNTY
CLERK'S FILE NO. 92-0003436, LAND RECORDS, COLLIN COUNTY, TEXAS, A DISTANCE OF 1763.02 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 158.524 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF SAID 11. 06 ACRE TRACT AND BEING IN THE APPROXIMATE CENTERLINE OFCOLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT OF-WAY) AND BEING ON THE NORTH LINE OF A CALLED 72 ACRE TRACT OF LAND CONVEYED TO J.L. MELL, BEVERLY ANN ALLEN & NANCY JO. LAWRENCE BY DEED RECORDED IN COUNTY CLERKS' FILE NO. 2000-0101341, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 36 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON NORTH LINE OF AFORESAID 72 ACRE TRACT AND ALONG THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 A DISTANCE OF 576. 42 FEET TO A POINT FOR AN ELL CORNER OF SAID 158.524 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF THE REMAINDER OF A TRACT OF LAND CONVEYED TO DONALD M. MOTSENBACKER AND WIFE, NORMA FAYE MOTSENBACKER BY DEED RECORDED IN VOLUME 2678, PAGE 833, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE ALONG THE COMMON LINES BETWEEN AFORESAID 158.524 ACRE TRACT AND AFORESAID REMAINDER MOTSENBACKER TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 01 DEGREES 01 MINUTES 34 SECONDS EAST, PASSING AT A DISTANCE OF 28.19 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 95.45 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 46 DEGREES 22 MINUTES 09 SECONDS WEST, A DISTANCE OF 30.04 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 01 DEGREES 02 MINUTES 48 SECONDS EAST, A DISTANCE OF 66.35 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 48 DEGREES 15 MINUTES 02 SECONDS WEST, A DISTANCE OF 30.38 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 01 DEGREES 27 MINUTES 43 SECONDS EAST, A DISTANCE OF 66.57 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 46 DEGREES 58 MINUTES 13 SECONDS WEST, A DISTANCE OF 23.59 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 00 DEGREES 24 MINUTES 20 SECONDS EAST, A DISTANCE OF 25.48 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 71 DEGREES 03 MINUTES 06 SECONDS EAST, A DISTANCE OF 10.41 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 39 DEGREES 44 MINUTES 59 SECONDS EAST, A DISTANCE OF 10.78 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 00 DEGREES 21 MINUTES 32 SECONDS WEST, A DISTANCE OF 98.69 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 43 DEGREES 09 MINUTES 55 SECONDS WEST, A DISTANCE OF 11.67 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 88 DEGREES 23 MINUTES 42 SECONDS WEST, A DISTANCE OF 201.10 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 46 DEGREES 23 MINUTES 42 SECONDS WEST, A DISTANCE OF 10. 70 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 14 DEGREES 06 MINUTES 56 SECONDS WEST, A DISTANCE OF 10.35 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 01 DEGREES 47 MINUTES 24 SECONDS WEST, A DISTANCE OF 81.41 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 19 DEGREES 38 MINUTES 16 SECONDS EAST, A DISTANCE OF 10.39 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 52 DEGREES 48 MINUTES 19 SECONDS EAST, A DISTANCE OF 10.82 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 76 DEGREES 36 MINUTES 21 SECONDS EAST, A DISTANCE OF 10.30 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 02 DEGREES 21 MINUTES 20 SECONDS WEST, A DISTANCE OF 25.12 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 47 DEGREES 10 MINUTES 36 SECONDS WEST, A DISTANCE OF 33.81 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 47 MINUTES 06 SECONDS EAST, A DISTANCE OF 63.78 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 44 DEGREES 58 MINUTES 54 SECONDS WEST, A DISTANCE OF 31.86 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 34 MINUTES 55 SECONDS EAST, A DISTANCE OF 65.94 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 48 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 30.58 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 40 MINUTES 17 SECONDS EAST, PASSING AT A DISTANCE OF 66. 78 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 95. 05 FEET TO A POINT FOR AN ELL CORNER OF AFORESAID 158.524 ACRE TRACT AND THE SOUTHWEST CORNER OF AFORESAID REMAINDER MOTSENBACKER TRACT AND BEING ON THE NORTH LINE OF A CALLED 36.145 ACRE TRACT OF LAND CONVEYED TO CAROLYN PUTNEY BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2003-0016137, LAND RECORDS, COLLIN COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD N0.206;

THENCE NORTH 89 DEGREES 36 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON NORTH LINE OF AFORESAID 36.145 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 1762.31 FEET TO A POINT FOR CORNER;

THENCE NORTH 00 DEGREES 08 MINUTES 15 SECONDS WEST, PASSING AT A DISTANCE OF 26.32 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING ALONG THE WEST LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON EAST LINE OF THE FOLLOWING TRACTS, A CALLED 22.030 ACRE TRACT OF LAND CONVEYED TO BILLY J. DRURY, ET AL BY DEED RECORDED IN VOLUME 1043, PAGE 346, DEED RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 22.030 ACRE TRACT OF LAND CONVEYED TO JIMMIE L. DRURY BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2003-0060252, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 3.67 ACRE TRACT OF LAND CONVEYED TO RODNEY C. NIXON BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 93-0108403, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 3.67 ACRE TRACT OF LAND CONVEYED TO RODNEY C. NIXON BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 93-0108402, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 11.015 ACRE TRACT OF LAND CONVEYED TO QUIDA NIXON BY DEED RECORDED IN VOLUME 1043, PAGE 338, DEED RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 11.015 ACRE TRACT OF LAND CONVEYED TO DEAN ANDERSON BY DEED RECORDED IN VOLUME 1043, PAGE 333, DEED RECORDS, COLLIN COUNTY, TEXAS AND ALONG THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 2672.26 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 88 DEGREES 53 MINUTES 46 SECONDS EAST, A DISTANCE OF 19.61 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHWEST CORNER OF SAID 1113.084 ACRE TRACT;

THENCE ALONG THE WEST LINE OF AFORESAID 1113.084 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 00 DEGREES 12 MINUTES 11 SECONDS WEST, A DISTANCE OF 1035.01 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 50 MINUTES 11 SECONDS WEST, A DISTANCE OF 1248.29 FEET TO THE POINT OF BEGINNING, AND CONTAINING 407.211 ACRES OF LAND, MORE OR LESS.

Exhibit B-4C
Legal Description
270.720 Acres
(MUD 2/Tract C)

BEING A TRACT OF LAND SITUATED IN THE J. EMBERSON SURVEY, ABSTRACT NO. 294, COLLIN COUNTY, TEXAS AND BEING ALL OF A CALLED 38 ACRE TRACT OF LAND DESCRIBED AS FIRST TRACT, ALL OF A CALLED 43.3 ACRE TRACT OF LAND AND A PORTION OF A CALLED 361.66 ACRE TRACT OF LAND DESCRIBED AS SECOND TRACT IN AN EXECUTORS' SPECIAL WARRANTY DEED TO CLAUDE WHITE FRAZIER AND MARY LINNET FRAZIER DEILY, TRUSTEES OF THE HERITAGE FARM TRUST, AS RECORDED IN VOLUME 4222, PAGE 3922 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS, AND IN A TRUSTEE'S SPECIAL WARRANTY DEED TO CLAUDE WHITE FRAZIER AND MARY LINNET FRAZIER DEILY, TRUSTEES OF THE HERITAGE FARM TRUST, AS RECORDED IN VOLUME 4222, PAGE 3929 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PK NAIL SET, REPLACING A DESTROYED PK NAIL PREVIOUSLY FOUND FOR THE NORTHEAST CORNER OF A CALLED 0.901 ACRE TRACT OF LAND DESCRIBED IN A DEED TO MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY, AS RECORDED IN INSTRUMENT NO. 20140109000024290 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, SAME BEING ON THE WESTERLY LINE OF LOT 2, BLOCK A OF TRINITY FALLS NORTH ADDITION, ACCORDING TO THE CONVEYANCE PLAT THEREOF RECORDED IN VOLUME 2014, PAGE 163 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, AND IN THE APPROXIMATE CENTERLINE OF COUNTY ROAD NO. 206, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, NO RECORD FOUND;

THENCE NORTH 88°21'47" WEST, DEPARTING THE WESTERLY LINE OF SAID LOT 2 AND THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD NO. 206, ALONG THE NORTHERLY LINE OF SAID 0.901 ACRE TRACT, A DISTANCE OF 73.96 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR THE NORTHWEST CORNER OF SAID 0.901 ACRE TRACT;

THENCE SOUTH 7°54'51" WEST, ALONG THE WESTERLY LINE OF SAID 0.901 ACRE TRACT, A DISTANCE OF 23.23 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 1°38'13" WEST, CONTINUING ALONG THE WESTERLY LINE OF SAID 0.901 ACRE TRACT, A DISTANCE OF 84.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°05'03", A RADIUS OF 66.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 46°40'44" WEST, 93.41 FEET;

THENCE IN A SOUTHWESTERLY DIRECTION AND CONTINUING ALONG THE WESTERLY LINE OF SAID 0.901 ACRE TRACT, WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 103.77 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" FOUND FOR CORNER AT THE END OF SAID CURVE;

THENCE SOUTH 1°43'15" WEST, CONTINUING ALONG THE WESTERLY LINE OF SAID 0.901 ACRE TRACT, A DISTANCE OF 65.50 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED “KHA” SET FOR THE SOUTHWEST CORNER OF SAID 0.901 ACRE TRACT, BEING ON THE SOUTHERLY LINE OF AFORESAID SECOND TRACT, ON THE NORTHERLY LINE OF A CALLED 3.685 ACRE TRACT OF LAND DESCRIBED IN A DEED TO MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY, AS RECORDED IN INSTRUMENT NO. 20151231001629560 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AND IN THE APPROXIMATE CENTERLINE OF COUNTY ROAD NO. 228, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, NO RECORD FOUND;

THENCE NORTH 88°16'45" WEST, ALONG THE SOUTHERLY LINE OF SAID SECOND TRACT, THE NORTHERLY LINE OF SAID 3.685 ACRE TRACT, THE NORTHERLY LINES OF A CALLED 0.859 ACRE TRACT OF LAND AND A CALLED 0.797 ACRE TRACT OF LAND DESCRIBED IN A DEED TO MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY, AS RECORDED IN INSTRUMENT NO. 20151231001629560 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AND ALONG THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD 228, A DISTANCE OF 2578.42 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED “KHA” SET , REPLACING A DESTROYED 3/8 INCH IRON ROD PREVIOUSLY FOUND FOR THE NORTHWEST CORNER OF SAID 3.685 ACRE TRACT, COMMON TO THE NORTHEAST CORNER OF A CALLED 20.300 ACRE TRACT OF LAND DESCRIBED AS TRACT 1A IN A DEED TO TOM B. WILSON SR., AS RECORDED IN VOLUME 935, PAGE 598 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS;

THENCE NORTH 88°03'35" WEST, CONTINUING ALONG THE SOUTHERLY LINE OF SAID SECOND TRACT AND THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD 228, ALONG THE NORTHERLY LINE OF SAID 20.300 ACRE TRACT, A DISTANCE OF 533.80 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED “KHA” SET FOR CORNER;

THENCE NORTH 89°08'29" WEST, CONTINUING ALONG THE SOUTHERLY LINE OF SAID SECOND TRACT, THE NORTHERLY LINE OF SAID 20.300 ACRE TRACT, THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD 228, AND THE NORTHERLY LINE OF A CALLED 27.381 ACRE TRACT OF LAND DESCRIBED IN A DEED TO EVELYN COLE FAMILY, LTD., AS RECORDED IN VOLUME 4652, PAGE 2413 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS, A DISTANCE OF 439.86 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED “KHA” SET FOR CORNER;

THENCE NORTH 88°09'36" WEST, CONTINUING ALONG THE SOUTHERLY LINE OF SAID SECOND TRACT, THE NORTHERLY LINE OF SAID 27.381 ACRE TRACT, THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD 228, AND ALONG THE NORTHERLY LINE OF A CALLED 30.048 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE TESTAMENTARY TRUST CREATED IN THE LAST WILL AND TESTAMENT OF ADDISON G. WILSON JR., DATED JUNE 6, 2003, AS RECORDED IN INSTRUMENT NO. 20091215001497350 OF THE OFFICIAL PUBLIC RECORD OF COLLIN COUNTY, TEXAS, A DISTANCE OF 504.93 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED “KHA” SET FOR CORNER;

THENCE NORTH 88°38'36" WEST, CONTINUING ALONG THE SOUTHERLY LINE OF SAID SECOND TRACT, THE NORTHERLY LINE OF SAID 30.048 ACRE TRACT, AND ALONG THE

APPROXIMATE CENTERLINE OF SAID COUNTY ROAD 228, A DISTANCE OF 556.20 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE NORTHERLY NORTHWEST CORNER OF SAID 30.048 ACRE TRACT, BEING ON AN EASTERLY LINE OF A CALLED 313.22 ACRE TRACT OF LAND DESCRIBED IN A DEED TO HONEY CREEK JOINT VENTURE II, AS RECORDED IN INSTRUMENT NO. 94-0092023 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS, AND IN THE APPROXIMATE CENTERLINE OF COUNTY ROAD 227, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, NO RECORD FOUND;

THENCE NORTH 1°03'36" WEST, DEPARTING THE SOUTHERLY LINE OF SAID SECOND TRACT, ALONG SAID EASTERLY LINE OF 313.22 ACRE TRACT, THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD 227, AND CROSSING SAID SECOND TRACT, A DISTANCE OF 1704.03 FEET TO A 1/2 INCH IRON ROD FOUND ON THE NORTHERLY LINE OF SAID SECOND TRACT AND THE SOUTHERLY LINE OF AFORESAID 43.3 ACRE TRACT, FOR AN EXTERIOR CORNER OF SAID 313.22 ACRE TRACT;

THENCE NORTH 89°25'08" WEST, ALONG THE NORTHERLY LINE OF SAID SECOND TRACT, THE SOUTHERLY LINE OF SAID 43.3 ACRE TRACT, A NORTHERLY LINE OF SAID 313.22 ACRE TRACT, AND CONTINUING ALONG THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD 227, A DISTANCE OF 445.72 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID SECOND TRACT, COMMON TO THE SOUTHWEST CORNER OF SAID 43.3 ACRE TRACT, AND AN INTERIOR CORNER OF SAID 313.22 ACRE TRACT;

THENCE NORTH 1°16'35" EAST, ALONG THE WESTERLY LINE OF SAID 43.3 ACRE TRACT, AN EASTERLY LINE OF SAID 313.22 ACRE TRACT, AND CONTINUING ALONG THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD 227, A DISTANCE OF 681.26 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED “CARTER BURGESS” FOUND FOR THE NORTHWEST CORNER OF SAID 43.3 ACRE TRACT, COMMON TO THE SOUTHWEST CORNER OF A CALLED 72 ACRE TRACT OF LAND DESCRIBED IN A DEED TO SHADDOCK & SHADDOCK, LLC, AS RECORDED IN INSTRUMENT NO. 20140224000164940 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 89°16'40" EAST, DEPARTING SAID EASTERLY LINE OF 313.22 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD 227, ALONG THE NORTHERLY LINE OF SAID 43.3 ACRE TRACT AND THE SOUTHERLY LINE OF SAID 72 ACRE TRACT, PASSING EN ROUTE THE NORTHEAST CORNER OF SAID 43.3 ACRE TRACT AND THE NORTHWEST CORNER OF AFORESAID FIRST TRACT, AND CONTINUING ALONG THE SAME COURSE AND ALONG THE NORTHERLY LINE OF SAID FIRST TRACT, FOR A TOTAL DISTANCE OF 4911.43 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID FIRST TRACT, COMMON TO THE SOUTHEAST CORNER OF SAID 72 ACRE TRACT, SAME BEING ON THE WESTERLY LINE OF AFORESAID LOT 2 AND IN THE APPROXIMATE CENTERLINE OF AFORESAID COUNTY ROAD NO. 206, FROM WHICH A PK NAIL FOUND FOR WITNESS BEARS SOUTH S42°41’ EAST, 0.3 FEET;

THENCE SOUTH 30°25'03" EAST, ALONG THE NORTHEASTERLY LINE OF SAID FIRST TRACT, THE SOUTHWESTERLY LINE OF SAID LOT 2, AND THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD 206, A DISTANCE OF 706.86 FEET TO A 3/4 INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 1°38'13" WEST, ALONG THE EASTERLY LINE OF SAID FIRST TRACT, THE WESTERLY LINE OF SAID LOT 2, AND CONTINUING ALONG THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD 206, PASSING EN ROUTE THE SOUTHEAST CORNER OF SAID FIRST TRACT ON THE NORTHERLY LINE OF AFORESAID SECOND TRACT, AND CONTINUING ALONG THE SAME COURSE AND CROSSING SAID SECOND TRACT, A DISTANCE OF 1615.59 FEET TO THE POINT OF BEGINNING AND CONTAINING 270.786 ACRES (11,795,418 SQUARE FEET OF LAND), MORE OR LESS.

SAVE AND EXCEPT ALL OF A TRACT OF LAND DESCRIBED IN A DEED TO THE BOARD OF TRUSTEES AND THEIR SUCCESSORS FOR MOORE FAMILY BURIAL GROUND, AS RECORDED IN VOLUME 237, PAGE 103 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:.

COMMENCING AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED “KHA” SET FOR THE SOUTHWEST CORNER OF SAID 0.901 ACRE TRACT, BEING ON THE SOUTHERLY LINE OF AFORESAID SECOND TRACT AND ON THE NORTHERLY LINE OF AFORESAID 3.685 ACRE TRACT;

THENCE NORTH 88°16’45” WEST, ALONG THE SOUTHERLY LINE OF SAID SECOND TRACT, THE NORTHERLY LINE OF SAID 3.685 ACRE TRACT, THE NORTHERLY LINE OF AFORESAID 0.859 ACRE TRACT, AND THE NORTHERLY LINE OF AFORESAID 0.797 ACRE TRACT, A DISTANCE OF 1917.06 FEET TO A POINT FOR CORNER;

THENCE NORTH 01°43’15” WEST, DEPARTING THE SOUTHERLY LINE OF SAID SECOND TRACT AND THE NORTHERLY LINE OF SAID 0.797 ACRE TRACT, AND CROSSING SAID SECOND TRACT, A DISTANCE OF 15.54 FEET TO A FENCE CORNER POST FOUND FOR THE SOUTHEAST CORNER OF SAID MOORE FAMILY BURIAL GROUND AND FOR THE POINT OF BEGINNING OF SAID SAVE AND EXCEPT TRACT;

THENCE CONTINUING ACROSS SAID SECOND TRACT, THE FOLLOWING COURSES:

> NORTH 88°18’08” WEST, GENERALLY ALONG A FENCE AND ALONG THE SOUTHERLY LINE OF SAID MOORE FAMILY BURIAL GROUND, A DISTANCE OF 53.93 FEET TO A FENCE CORNER POST FOUND FOR THE SOUTHWEST CORNER OF SAID MOORE FAMILY BURIAL GROUND;
>
> NORTH 02°08’50” EAST, GENERALLY ALONG A FENCE AND ALONG THE WESTERLY LINE OF SAID MOORE FAMILY BURIAL GROUND, A DISTANCE OF 52.90 FEET TO A FENCE CORNER POST FOUND FOR THE NORTHWEST CORNER OF SAID MOORE FAMILY BURIAL GROUND;
>
> SOUTH 88°03’35” EAST, GENERALLY ALONG A FENCE AND ALONG THE NORTHERLY LINE OF SAID MOORE FAMILY BURIAL GROUND, A DISTANCE OF 54.31 FEET TO A FENCE CORNER POST FOUND FOR THE NORTHEAST CORNER OF SAID MOORE FAMILY BURIAL GROUND;

SOUTH 02°33’45” WEST, GENERALLY ALONG A FENCE AND ALONG THE EASTERLY LINE OF SAID MOORE FAMILY BURIAL GROUND, A DISTANCE OF 52.67 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.066 OF AN ACRE (2,857 SQUARE FEET) OF LAND, RESULTING IN A NET AREA OF 270.720 ACRES (11,792,561 SQUARE FEET) OF LAND, MORE OR LESS.

CR 281
Commercial 26 Ac.
SF Residential 4 Ac.
Commercial 7 Ac.
Substation 3 Ac.
Commercial 19 Ac.
Future Collin County Outer Loop
SF Residential 112 Ac.
CR 206
SF Residential 33 Ac.
Commercial 12 Ac.
SF Residential 8 Ac.
SF Residential 120 Ac.
Trinity Falls BB Owen Park
CR 277
Trinity Falls Parkway
Park 8 Ac.
Trinity Falls BB Owen Park
Trinity Falls BB Owen Park
East Fork Trinity River
Trinity Falls Parkway
SF Residential 65 Ac.
Elem. School 12 Ac.
SF Residential 33 Ac.
CR 281
SF Residential 260 Ac.
CR 206
Park 8 Ac.
Elem. School 12 Ac.
SF Residential 7 Ac.
SF Residential 24 Ac.
Elem. School 12 Ac.
Park 8 Ac.
Amenity Center 5 Ac.
CR 279
Melissa Rd.
SF Residential 93 Ac.
SF Residential 97 Ac.
Commercial 10 Ac.
Fire Station 3 Ac.
CR 206
SF Residential 39 Ac.
Trinity Falls BB Owen Park
CR 227
(Future Hardin Boulevard)
CR 228
Cemetery
Amenity Center 3 Ac.
SF Residential 142 Ac.
Trinity Falls BB Owen Park
SF Residential 148 Ac.
Elem. School 12 Ac.
Park 8 Ac.
FM 543
Elevated Storage Tank 3 Ac.
Existing Elec. Substation
CR 202
FM 543
Future 543 Connector

Legend	Area (Acres)
Property Boundary	
CCOL Commercial	52
Commercial	22
Single Family Residential	1185
Sales / Recreation Center	8.5
Schools	48
Overhead Powerline Easement	11
Public	9
Trinity Falls Park	350
School Parks	32
Drainage & Open Space	82
Onsite Collector	
Onsite Arterial	
Offsite Arterial	
Onsite CCOL	85
Offsite CCOL	

Notes:
1. Acreages shown are approximate.
2. Arterial Roads shown are existing or are approximate and in accordance with the City Master Thoroughfare Plan or this agreement.

Trinity Falls

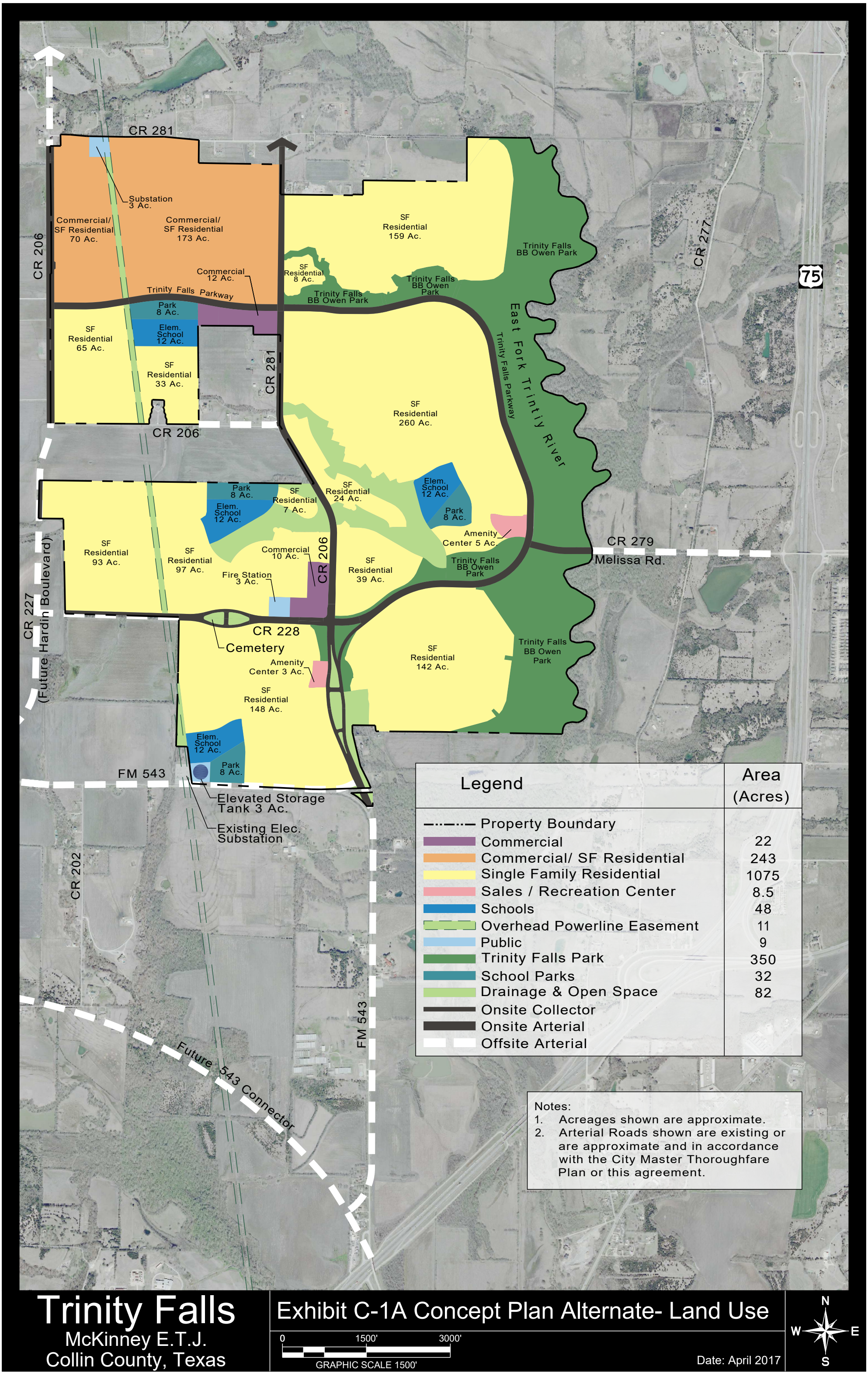
McKinney E.T.J.
Collin County, Texas

Exhibit C-1 Concept Plan- Land Use

0 1500' 3000'
GRAPHIC SCALE 1500'

Date: April 2017

N W E S


CR 281
Substation
3 Ac.
Commercial/
SF Residential
70 Ac.
Commercial/
SF Residential
173 Ac.
SF
Residential
159 Ac.
Trinity Falls
BB Owen Park
CR 277
75
CR 206
Commercial
12 Ac.
SF
Residential
8 Ac.
Trinity Falls
BB Owen
Park
Trinity Falls Parkway
Trinity Falls
BB Owen Park
Park
8 Ac.
Elem.
School
12 Ac.
SF
Residential
65 Ac.
SF
Residential
33 Ac.
CR 281
East Fork Trinity River
Trinity Falls Parkway
SF
Residential
260 Ac.
CR 206
Park
8 Ac.
Elem.
School
12 Ac.
SF
Residential
7 Ac.
SF
Residential
24 Ac.
Elem.
School
12 Ac.
Park
8 Ac.
Amenity
Center 5 Ac.
CR 279
Melissa Rd.
SF
Residential
93 Ac.
SF
Residential
97 Ac.
Commercial
10 Ac.
Fire Station
3 Ac.
CR 206
SF
Residential
39 Ac.
Trinity Falls
BB Owen
Park
CR 227
(Future Hardin Boulevard)
CR 228
Cemetery
Amenity
Center 3 Ac.
SF
Residential
148 Ac.
SF
Residential
142 Ac.
Trinity Falls
BB Owen
Park
Elem.
School
12 Ac.
Park
8 Ac.
FM 543
Elevated Storage
Tank 3 Ac.
Existing Elec.
Substation
CR 202
FM 543
Future 543 Connector
Legend
Area
(Acres)
Property Boundary
Commercial 22
Commercial/ SF Residential 243
Single Family Residential 1075
Sales / Recreation Center 8.5
Schools 48
Overhead Powerline Easement 11
Public 9
Trinity Falls Park 350
School Parks 32
Drainage & Open Space 82
Onsite Collector
Onsite Arterial
Offsite Arterial
Notes:
1. Acreages shown are approximate.
2. Arterial Roads shown are existing or are approximate and in accordance with the City Master Thoroughfare Plan or this agreement.
Trinity Falls
McKinney E.T.J.
Collin County, Texas
Exhibit C-1A Concept Plan Alternate- Land Use
0
1500'
3000'
GRAPHIC SCALE 1500'
Date: April 2017
N
W
E
S

CR 281
Future Collin County Outer Loop
CR 206
CR 277
75
East Fork Trintiy River
CR 281
CR 206
CR 279 / Melissa Rd.
CR 227
(Future Hardin Boulevard)
CR 206
Cemetery
CR 228
FM 543
Proposed Elevated Storage Tank
Existing Elec. Substation
CR 202
FM 543
Future 543 Connector
121 TEXAS
75

PLANNING UNIT 6
PLANNING UNIT 4
PLANNING UNIT 5
PLANNING UNIT 3
PLANNING UNIT 8
PLANNING UNIT 7
PLANNING UNIT 2
PLANNING UNIT 1

Legend

- Planning Unit 1
- Planning Unit 2
- Planning Unit 3
- Planning Unit 4
- Planning Unit 5
- Planning Unit 6
- Planning Unit 7
- Planning Unit 8

Note:
Road alignments shown are approximate.

Trinity Falls

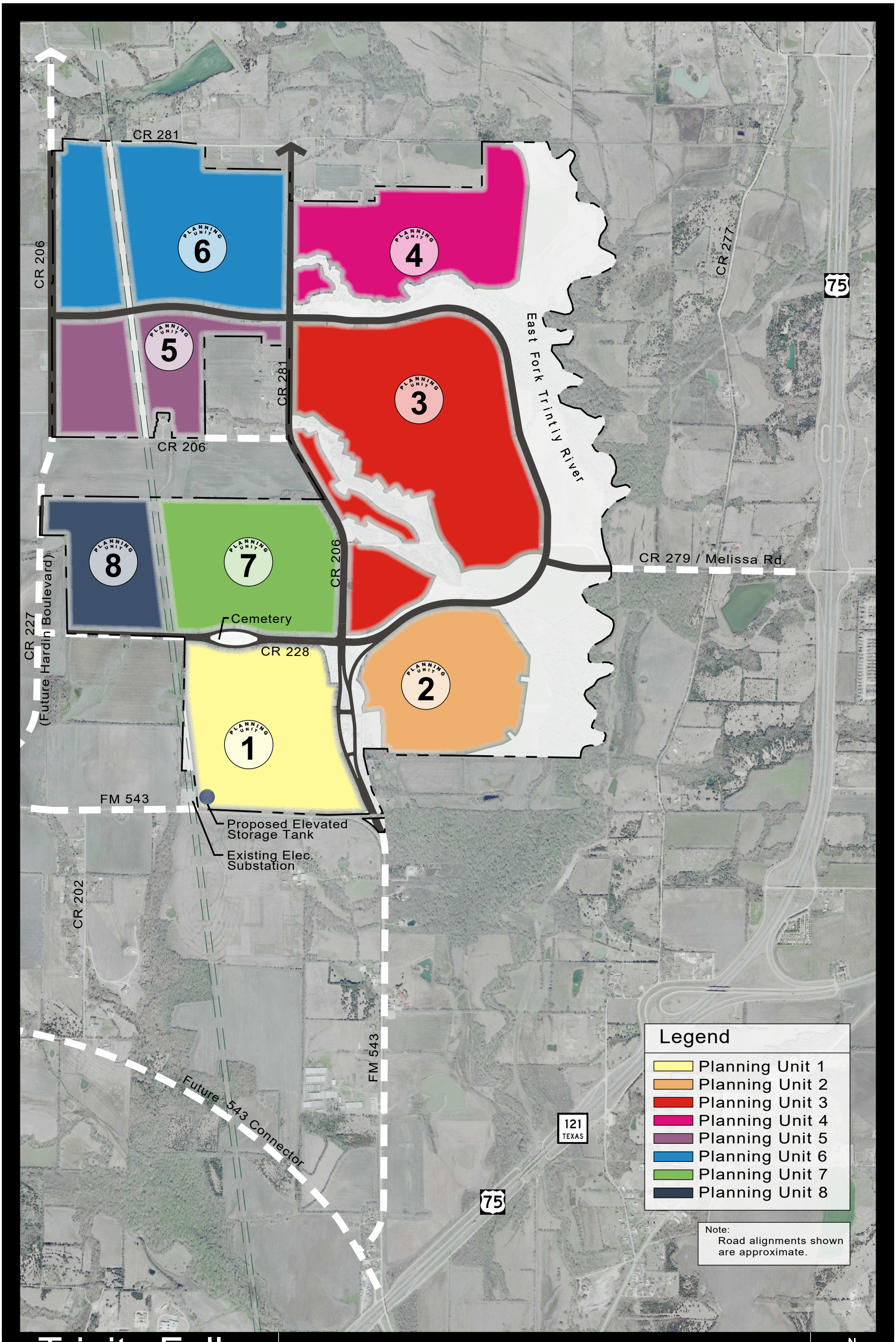
McKinney E.T.J.
Collin County, Texas

Exhibit C-2 Concept Plan-Planning Units

0 1500' 3000'
GRAPHIC SCALE 1500'

Date: April 2017

N W E S



Trinity Falls

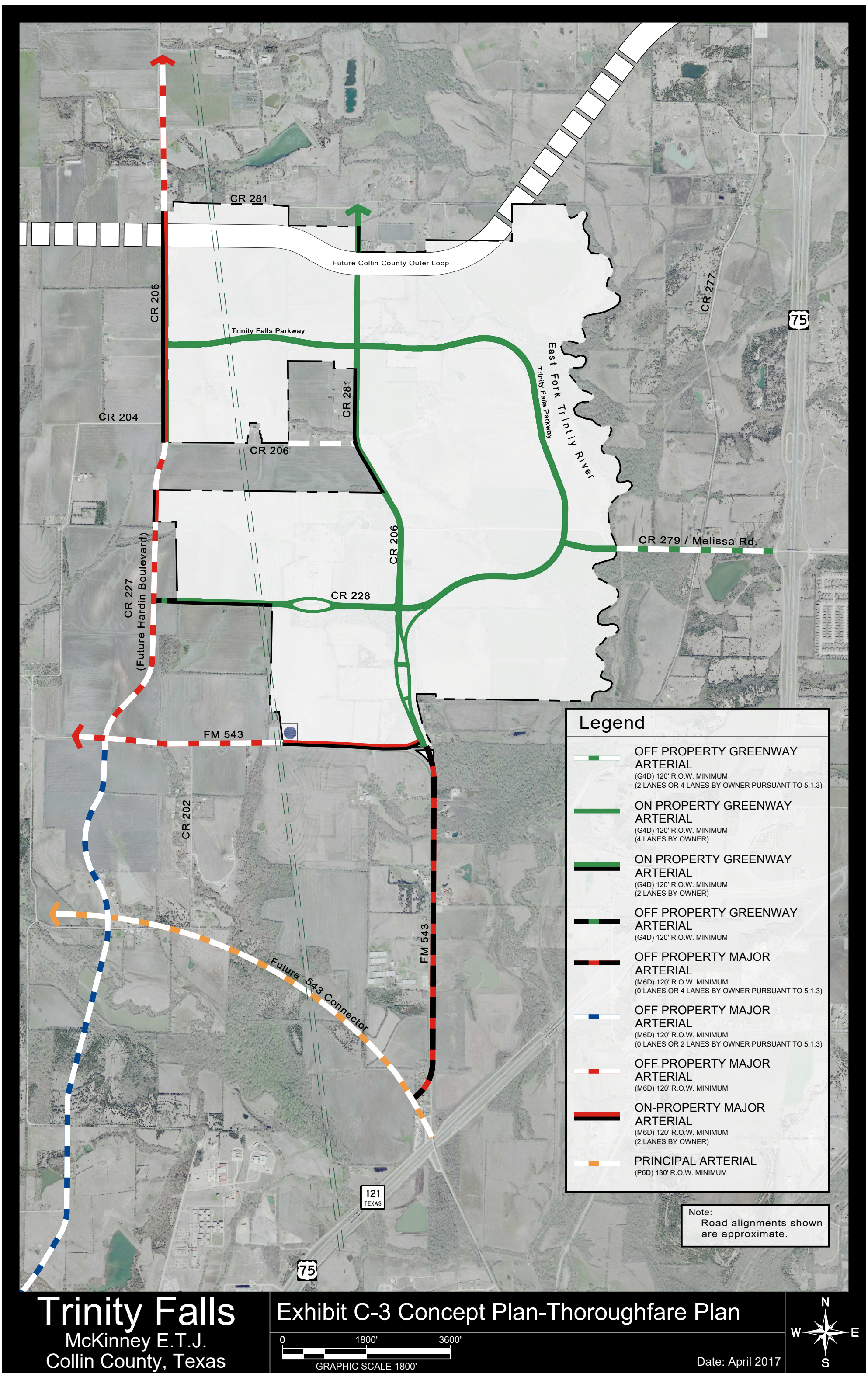
McKinney E.T.J.
Collin County, Texas

Exhibit C-2A Concept Plan Alternate-Planning Units

0 1500' 3000'
GRAPHIC SCALE 1500'

Date: April 2017

N W E S



Trinity Falls

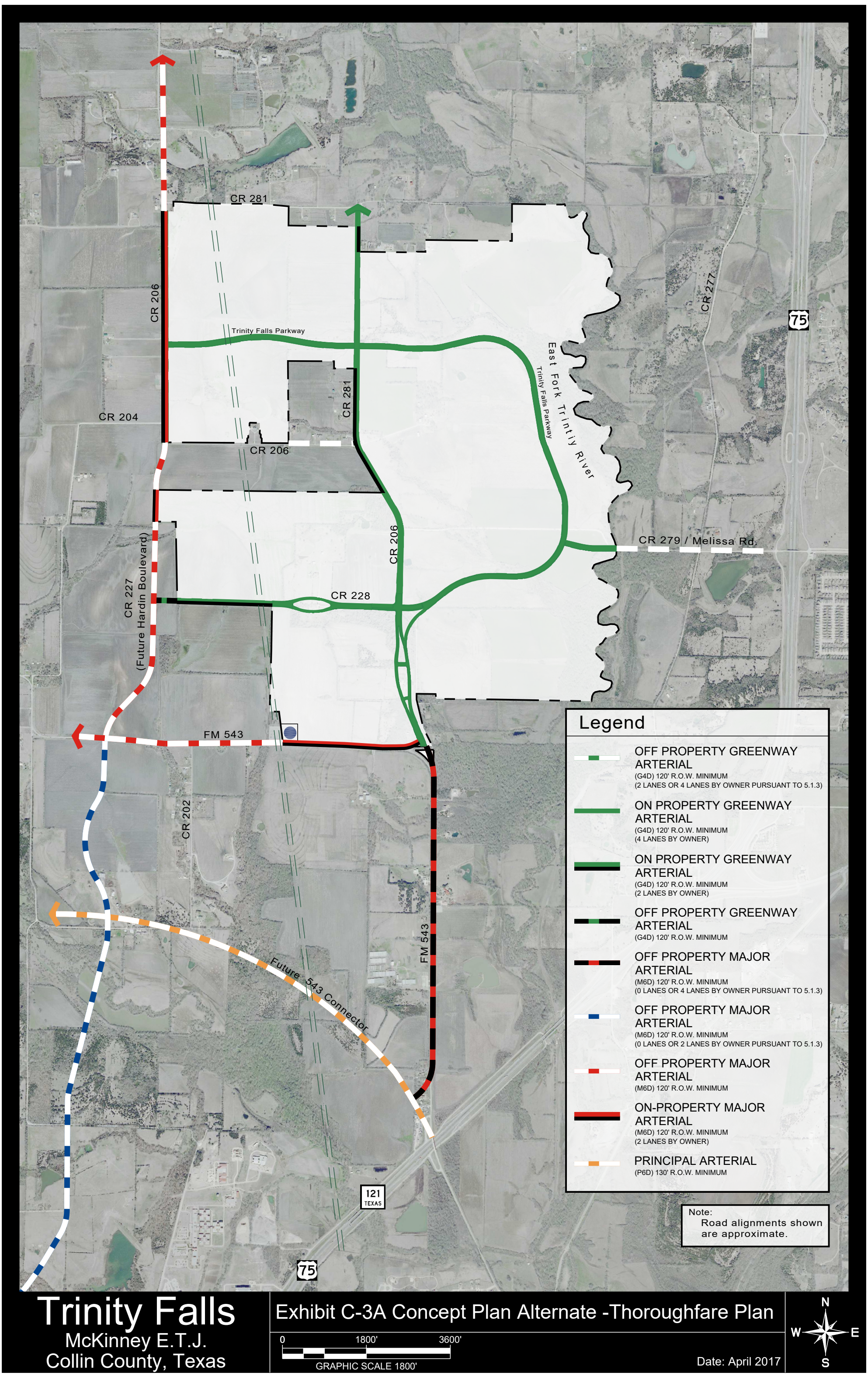
McKinney E.T.J.
Collin County, Texas

Exhibit C-3 Concept Plan-Thoroughfare Plan

0 1800' 3600'
GRAPHIC SCALE 1800'

Date: April 2017

N W E S



Trinity Falls

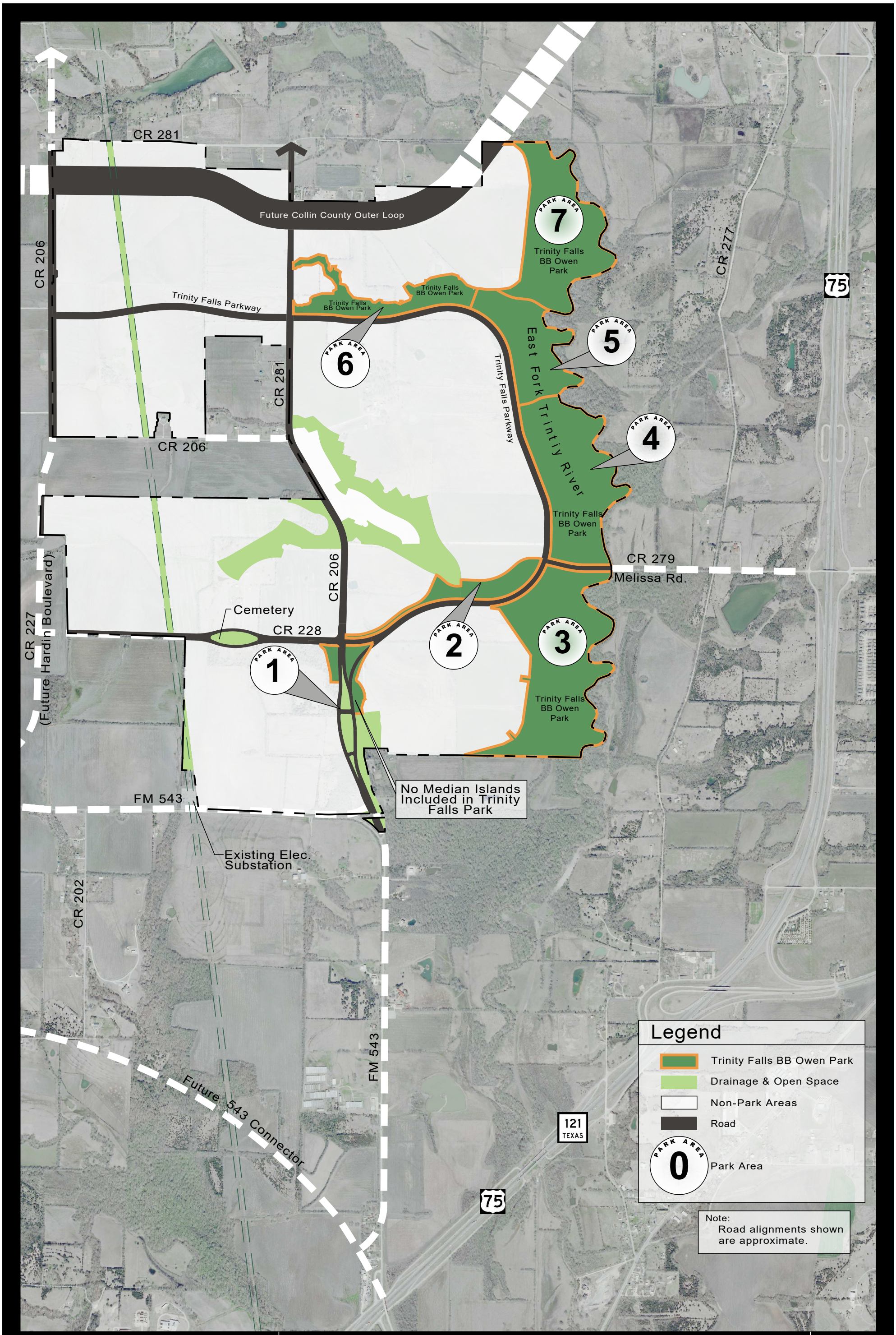
McKinney E.T.J.
Collin County, Texas

Exhibit C-3A Concept Plan Alternate -Thoroughfare Plan

0 1800' 3600'
GRAPHIC SCALE 1800'

Date: April 2017

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Trinity Falls

McKinney E.T.J.
Collin County, Texas

Exhibit C-4 Concept Plan- Trinity Falls Park Phasing

0 1500' 3000'
GRAPHIC SCALE 1500'

Date: April 2017

N W E S

CR 281
CR 206
Trinity Falls Parkway
CR 281
CR 206
CR 227
(Future Hardin Boulevard)
CR 206
Cemetery
CR 228
FM 543
CR 202
Future 543 Connector
FM 543
Trinity Falls Parkway
East Fork Trinity River
CR 277
75
CR 279
Melissa Rd.
121
TEXAS
75
PARK AREA 7
Trinity Falls BB Owen Park
Trinity Falls BB Owen Park
Trinity Falls BB Owen Park
PARK AREA 6
PARK AREA 5
PARK AREA 4
Trinity Falls BB Owen Park
PARK AREA 2
PARK AREA 3
Trinity Falls BB Owen Park
PARK AREA 1
No Median Islands Included in Trinity Falls Park
Existing Elec. Substation

Legend

- Trinity Falls BB Owen Park
- Drainage & Open Space
- Non-Park Areas
- Road
- PARK AREA 0 — Park Area

Note:
Road alignments shown are approximate.

Trinity Falls

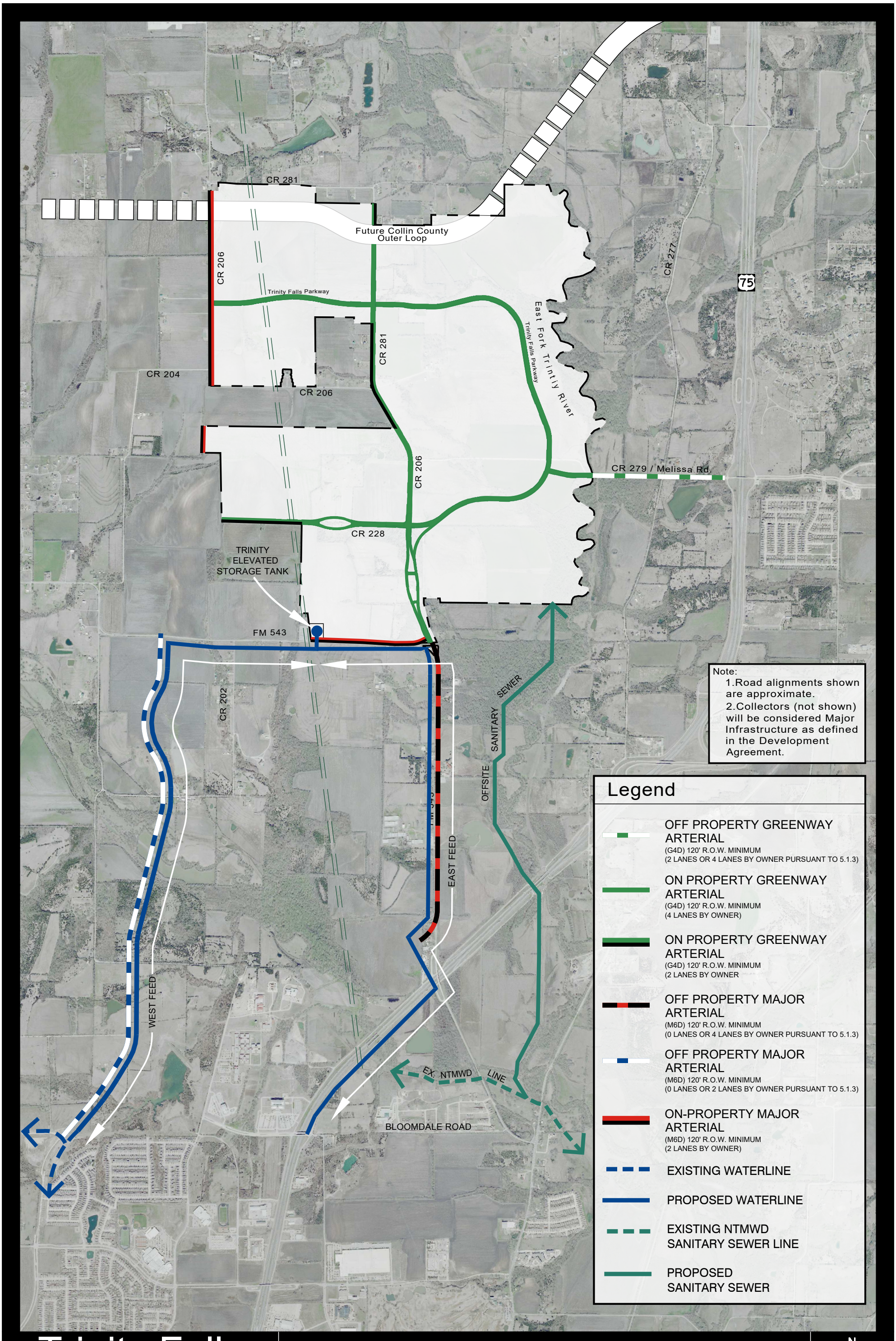
McKinney E.T.J.
Collin County, Texas

Exhibit C-4A Concept Plan Alternate- Trinity Falls Park Phasing

0 1500' 3000'
GRAPHIC SCALE 1500'

Date: April 2017

N W E S



Trinity Falls

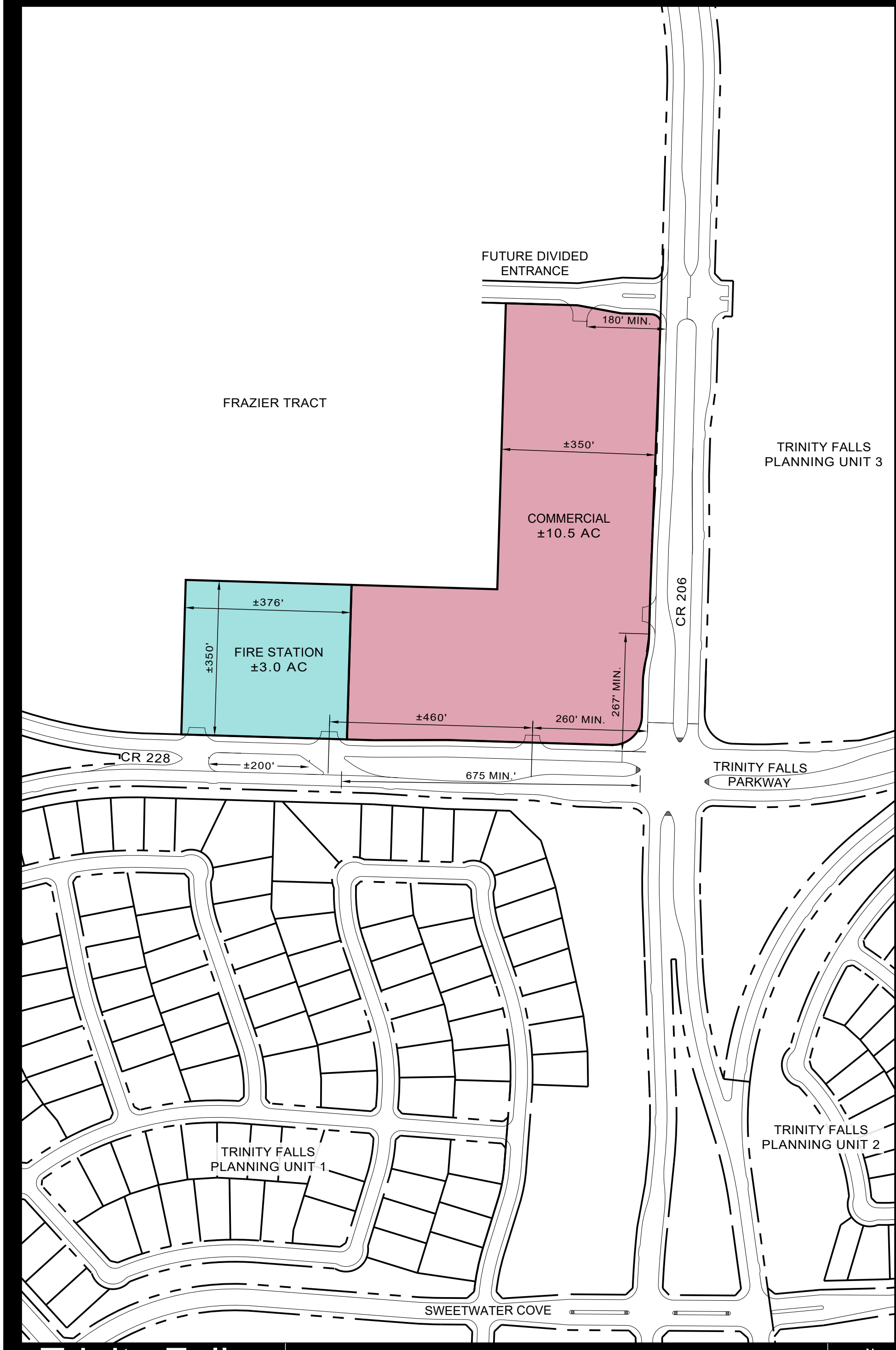
McKinney E.T.J.
Collin County, Texas

Exhibit C-5 Concept Plan - Major Infrastructure

0 2200' 4400'
GRAPHIC SCALE 2200'

Date: April 2017

N W E S



Trinity Falls

McKinney E.T.J.
Collin County, Texas

Exhibit C-6 - Fire Station Location Map

0 200' 400'
GRAPHIC SCALE 200'

Date: June 2017

N W E S

Exhibit C-6A

McKinney Fire Station #9 Components

Phase	Description	
	General Conditions	
	Cost of Work	
	Building Permit	
	Allowances	
	Inspections	
	Canopy	
	SWPPP	
	Inspections and Maintenance	
311000	Site Preparation	
311500	Excavation Support and Protection	
312000	Earthwork	
312230	Trenching, Backfilling and Compacting	
313116	Termite Control	
313500	Drilled Pier Foundation	
	Pavement Markings	
	Continuous Grading	
321313	Concrete Paving	
321432	Unit Pavers	
323119	Ornamental Metal Fence and Gates	
323150	Precast Concrete Fence	
328000	Landscape Irrigation System	
329000	Landscaping	
329119	Finish Grading	
329223	Sodding	
336000	Utility Piping Systems	
033000	Cast-In-Place Concrete	
033500	Sealed Concrete	
042000	Unit Masonry Assemblies	
047200	Cast Stone	
048600	Stone Veneer Assemblies	
	Rebar	
	Flashing	
	Rigid Insulation	
051200	Structural Steel Framing	
054000	Cold-Formed Metal Framing	
055000	Metal Fabrications	
055133	Metal Ladders	
055213	Pipe and Tube Railings	
061000	Rough Carpentry	
061600	Sheathing	
062013	Exterior Finish Carpentry	
064100	Interior Architectural Woodwork	
071150	Bituminous Dampproofing	
072100	Building Insulation	
072710	Vapor and Air Barriers	
072720	Self-Adhering Flexible Flashing	
073113	Composition (Asphalt) Shingles (Base Bid)	
074213	Formed Metal Wall Panels	
074610	Fiber-Cement Soffits and Trim	
076100	Prefinished Metal Roofing	
076200	Sheet Metal Flashing and Trim	
077200	Roof Accessories	
078413	Penetration Firestopping	
079200	Joint Sealants	

081100	Hollow Metal Doors and Frames		
081433	Stile and Rail Wood Doors		
081479	Bullet Resistant Wood Door and HM Frame Assembly		
083000	Specialty Steel Doors and Frames		
083113	Access Doors and Frames		
083326	Overhead Coiling Grilles		
083330	Sectional Overhead Doors		
084100	Aluminum Entrances, Storefronts and Windows		
085667	Bullet-Resistant Steel Transaction Windows		
087100	Door Hardware		
087310	Commercial Automatic Door Operators		
088000	Glazing		
088300	Mirrors		
089000	Louvers		
	Stained Glass		
092500	Gypsum Wallboard Assemblies		
093000	Tiling		
095100	Acoustical Lay-In Ceiling		
095426	Wood Panel Ceilings		
096500	Resilient Linoleum Tile Flooring		
	Floor Prep		
096513	Resilient Base and Accessories		
096566	Resilient Athletic Surfacing		
096800	Carpet Tile		
097210	Tackable Wallcovering		
097700	Fiberglas Reinforced Panels (FRP)		
099000	Painting		
	Floor Protection		
101000	Miscellaneous Specialties		
	Fireman's OH Rappelling Structure		
	Wall Mounted Lockers - Gear Grid		
	Mailbox w/Pedestal		
	Knox Box		
	Ventilated Wire Storage System		
	Bike Racks		
	Breathing Air System		
	AED Defibrillator		
	Magazine Racks		
	Fireman's PPE Drying Cabinet		
	Pot Rack		
	Washer/Extractor		
101100	Visual Display Surfaces		
101416	Cast Metal Plaques		
101500	Toilet Compartments		
102610	Corner Guards		
103500	Aluminum Flagpoles		
104300	Exterior Signage		
104400	Interior Signage		
105116	Wood Lockers		
105200	Fire Protection Specialties		
105600	Metal Shelving		
107313	Awnings		
108000	Toilet Accessories		
	Misc. Equipment Installation		
114500	Provisions for Owner Supplied Equipment		
114520	Residential Appliances		
122413	Roller Window Shades		
123616	Metal Countertops		
130000	Bullet Resistant Fiberglass Composite		
211313	Wet-Pipe Sprinkler Systems		
220000	Plumbing		
224223	Cast Marble Shower Bases		

230000	HVAC	
230593	Testing Adjusting and Balancing for HVAC	
230900	Facility Management and Control Systems	
233521	Vehicle Exhaust Removal System	
260000	Electrical	
260943	Lighting Controls	
263213	Engine Generators	
263623	Automatic Transfer Switches	
264113	Lightning Protection for Bldg. Structures	
270500	Common Work Results for Communications	
270526	Grounding and Bonding for Communications Sys.	
271100	Communications Equipment Room Fittings	
271500	Communications Horizontal Cabling	
274100	Audio Video Systems	
274133	Television Broadband Distribution System	
281300	Electronic Access Control and Intrusion Detection	
282300	Electronic Surveillance	
283100	Fire Detection and Alarm System	
	SUBTOTAL	
	Labor Burden	
	Sales & Use Tax	
	Builder's Risk Insurance	
	General Liability Insurance	
	Umbrella Liability Insurance	
	Owner's Protective Liability Ins.	
	Pollution Policy	
	Bonds & Insurance Overage	
	Contingency	
	Total Cost	
	Fee	
	AGC FEE	

Alternates:

Alt. 1 Add West Parking Lot
Alt. 2 Extend Screen Wall along East & North Property Lines
Alt. 3 River Rock in lieu of Crushed gravel
Alt. 4 Bermuda Sod in lieu of Hydromulch
Alt. 5 Pier Casing

LEGEND

- 6' PERIMETER CONNECTION
- 5' PERIMETER CONNECTION
- 4' INTERNAL PEDESTRIAN CONNECTION
- 5' INTERNAL PEDESTRIAN CONNECTION
- 5' COMMUNITY TRAIL CONNECTION
- CONNECTION TO FUTURE BB OWEN PARK TRAIL SYSTEM
- CONNECTION TO FUTURE PLANNING UNIT #3

C7-A TRINITY FALLS

MCKINNEY, TEXAS

TRINITY FALLS AGE RESTRICTED AREA / TRAIL EXHIBIT

Kimley»Horn

APRIL 2017



C7-B TRINITY FALLS

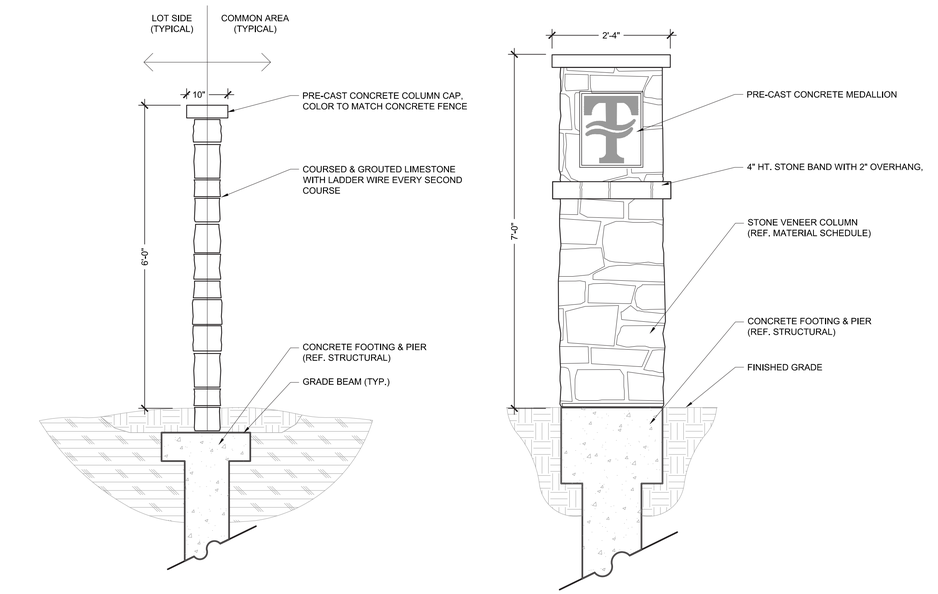
MCKINNEY, TEXAS

TRINITY FALLS AGE RESTRICTED AREA / MASONRY WALL EXHIBIT

Kimley»Horn

APRIL 2017





Masonry Fence Wall
Scale: 3/4" = 1'-0"

B

Masonry Fence Column with Medallion
Scale: 3/4" = 1'-0"

A

TRINITY FALLS AGE RESTRICTED AREA / STONE WALL CROSS SECTION



NORTH
0 1' 5' 10' 20'
SCALE: 1"=10'

C7-D TRINITY FALLS

TRINITY FALLS AGE RESTRICTED AREA / 45' LOT EXHIBIT

MCKINNEY, TEXAS

Kimley»Horn

APRIL 2017

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SECOND AMENDMENT TO 2012 DEVELOPMENT AGREEMENT

This Second Amendment to 2012 Development Agreement (this "Second Amendment") is executed between Trinity Falls Holdings LP, a Texas limited partnership (the "Owner") and the City of McKinney, Texas (the "City") to be effective November 2, 2016 (the "Effective Date"). The Owner and the City are sometimes herein referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. WHEREAS, CH-B Trinity Falls, LP and the City entered into that certain 2012 Development Agreement effective December 4, 2012, recorded in the Real Property Records of Collin County on January 16, 2013, as Document Number 20130116000067920 (the "2012 Agreement") which was subsequently amended by that certain First Amendment to 2012 Development Agreement effective February 27, 2014, recorded in the Real Property Records of Collin County as Document Number 20140227000184320 (the "First Amendment"), which collectively with the 2012 Agreement is referred to as the "Development Agreement"; and

B. WHEREAS, CH-B Trinity Falls, LP assigned its interest in the Development Agreement to Owner on July 20, 2016; and

C. WHEREAS, the Parties desire to amend the Development Agreement as reflected in this Second Amendment; and

D. WHEREAS, in the event of any conflict or inconsistency between this Second Amendment and the Development Agreement, the provisions and intent of this Second Amendment shall control; and

E. WHEREAS, except as amended by this Second Amendment, the Parties intend that the Development Agreement shall remain in full force and effect; and

F. WHEREAS, terms used in this Second Amendment that have their initial letter capitalized but which are not defined in the Second Amendment shall have the meanings given to such terms in the Development Agreement.

NOW THEREFORE, for and in consideration for the mutual obligations of the Parties set forth herein, the Parties agree as follows:

1. Section 3.2 (g), (i), (j) and (k) of the Development Agreement shall be amended to read as follows:

> (g) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO PROVIDE POLICE SERVICES AS REQUIRED BY SECTION 3.9.1 OF THIS AGREEMENT.

(i) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION (IF APPLICABLE) TO BEGIN CONSTRUCTION OF A FIRE SERVICES FACILITY AS REQUIRED BY SECTION 3.9.3 OF THIS AGREEMENT.

(j) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION (IF APPLICABLE) TO COMPLETE CONSTRUCTION OF A FIRE SERVICES FACILITY AND CAUSE SUCH FACILITY TO BE OPERATIONAL AS REQUIRED BY SECTION 3.9.2 OF THIS AGREEMENT.

(k) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO FUND THE COST OF FIRE FIGHTING PERSONNEL AS REQUIRED BY SECTION 3.9.2 OF THIS AGREEMENT.

2. Section 3.3 of the Development Agreement is replaced in its entirety by the following:

Section 3.3 Public Infrastructure. Public Infrastructure, erosion control, screening and buffering, shall be designed to comply with the Governing Regulations and no construction or installation of such Public Infrastructure, erosion control, screening and buffering shall begin until plans and specifications have been reviewed and approved by the City. All Public Infrastructure, erosion control, screening and buffering shall be constructed, inspected, and installed in compliance with the Governing Regulations. Owner shall comply with all applicable TCEQ bond submittal requirements regarding any additional inspectors or additional inspections. TCEQ bond submittal inspections shall be performed by inspectors (certified and state-licensed, to the extent required by law) that have been approved by the District and that have agreed, in writing, to be bound by this Agreement (each, a "Certified Inspector"). The cost for any inspections by Certified Inspectors shall be paid for by the contractor performing the work (or by the owner of the property on which the work is being performed). For TCEQ bond submittals, Public Infrastructure inspection shall be made through the administrative control of the District pursuant to procedures to be adopted by the District, and each Certified Inspector agrees to be bound by such procedures, in which event there shall be provided to the City a copy of the report of each such inspection.

3. Section 3.6 of the Development Agreement is replaced in its entirety by the following:

Section 3.6 Certified Inspector Records and Reports. Each Certified Inspector shall maintain a permanent record of all Public Infrastructure inspected. All such records shall be available for copying by the City or the District. All such records shall be kept in a form reasonably approved by the City and as otherwise required by the District, the TCEQ and the Attorney General. Each Certified Inspector shall meet with an Owner

representative on-site, or at a location within the City, at least weekly to discuss the construction or installation of the Public Infrastructure and shall provide to the City and the District a copy of each Public Infrastructure inspection report within ten (10) days after the inspection is performed (including reports that identify deficiencies and subsequent corrective actions). Unless the City shall have objected in writing with reasonable specificity to the District within fifteen (15) days of the City's receipt of copies of such certificates, records or reports, then such certificates, records or reports shall be deemed accepted and approved by the City for all purposes, save and except compliance with the Governing Regulations.

4. Section 3.7 of the Development Agreement is replaced in its entirety by the following:

Section 3.7 Inspection of Public Infrastructure. All Public Infrastructure shall be constructed, inspected and installed in compliance with the approved plans and specifications and the Governing Regulations. The City shall engage one or more third-party inspectors or shall designate City employees which shall be certified and state-licensed to the extent required by law and acceptable to the City and District (each, a "Certified Inspector") in accordance with the scope of work attached hereto as **Exhibit E**, which inspectors shall inspect the construction or installation of all Public Infrastructure in accordance with the approved plans and specifications and the Governing Regulations and to provide TCEQ bond submittal inspection reports prepared in accordance with the procedures to be adopted by the District and TCEQ bond submittal requirements. Each Certified Inspector shall agree in writing to be bound by Sections 3.6 and 3.7 of this Agreement and the Governing Regulations. In the event the City determines based upon inspection reports from the Certified Inspector that any Public Infrastructure in not being constructed in compliance with the Governing Regulations and the Owner or contractor fails to correct the non-compliance within a reasonable period of time after notice thereof, the City shall have the right to enforce compliance and to stop new work on the Public Infrastructure by the issuance of a "stop work order" until the non-compliance is corrected to the satisfaction of the City. The cost for the Certified Inspectors shall be paid for by the Owner.

5. A new Section 3.9.4 is added to the Development Agreement as follows:

Section 3.9.4 The Owner may convey the Fire Station Property to the District to be held by the District until the Owner commences construction on the fire station facility, at which time the Fire Station Property shall be reconveyed by the District to Owner pursuant to Section 11.01 of the 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 1 of Collin County and Section 11.01 of the 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 2 of Collin County.

6. Section 4.3 of the Development Agreement is replaced in its entirety by the following:

Section 4.3 Plan Review and Inspection Fees. All plan review and inspections of Structures by the City shall be subject to the payment by the owner/contractor of the applicable published City fees for plan review and inspection of Structures within the City. The City shall waive all plan review fees for Public Infrastructure in lieu of the payment by Owner of the Third-Party Review Fees set forth in Section 3.3 above. The City shall waive all inspection fees relating to the Public Infrastructure in lieu of the Owner paying all costs of the Certified Inspectors set forth in Section 3.6 above. Nothing in this Section 4.3 is intended to obligate the City to perform any inspections of Public Infrastructure or any Structure or to create any liability of the City to determine whether any Public Infrastructure or any Structure is constructed in accordance with the Governing Regulations.

7. Section 5.1.1.1.1 of the Development Agreement is replaced in its entirety by the following:

5.1.1.1.1 not sooner than the date of the request for the issuance of a building permit for the 1,800th Dwelling Unit or later than the issuance of a building permit for the 2,200th Dwelling Unit, use its best efforts to implement the City's capital improvement plans to design, acquire easements for, construct, cause to be dedicated to and accepted by the City, and make operational, the "Bloomdale Pump Station" and the water lines required to deliver an adequate supply of water from the Bloomdale Pump Station to the north side of Bloomdale Road as shown on the City's Water Master Plan. Within 60 days after Owner's Notice to the City that at least 1,000 building permits have been issued, the City shall provide Notice to Owner of the City's ability and intentions with regards to the timing of construction of the Bloomdale Pump Station and associated infrastructure, including, but not limited to, the NTMWD facilities required to deliver water to the Bloomdale Pump Station;

8. Section 5.1.1.2.3.1 (erroneously numbered in the Development Agreement) of the Development Agreement is replaced in its entirety by the following:

5.1.1.2.3 subject to Section 5.1.1.4 below and provided the Bloomdale Pump Station is operating at such time, not sooner than the issuance of a building permit for the 1,800th Dwelling Unit or later than the issuance of a building permit for the 2,200th Dwelling Unit, design, acquire easements for, construct, and tender for dedication to and acceptance by the City, the water distribution facilities designated as the "East Feed" on attached Exhibit C-5 (including facilities and improvements related thereto, the "East Water Feed");

9. Section 5.1.3.5 of the Development Agreement is replaced in its entirety by the following:

Section 5.1.3.5 In the event the City uses its power of eminent domain under Section 5.1.3.12 for the acquisition of off-Property right-of-way and easements for the construction of FM 543/Trinity Falls Parkway as a four-lane, divided thoroughfare and provided Owner has delivered to the City by November 1, 2016, legal descriptions of

such off-Property right-of-way interests sufficient to begin eminent domain proceedings. Owner shall commence construction of FM 543 as shown on **Exhibit C-5** within ninety (90) days after such right-of-way has been acquired by City and shall diligently pursue completion thereof in conformance with City standards prior to the issuance of the 655th building permit; however, building permits shall continue to be issued for up to an aggregate total of 750 Dwelling Units so long as Owner is diligently pursuing completion of construction, as solely determined by City, after which any building permit issuance shall cease until completion; and upon completion and approval by the City of FM 543/Trinity Falls Parkway, building permits for up to an aggregate total of 1,760 Dwelling Units may be issued until the conditions described in Section 5.1.3.7 are satisfied; however, permit issuance shall otherwise cease until the conditions in Section 5.1.3.7 are satisfied. The City Engineer, at his discretion, may allow additional Dwelling Unit permits prior to approval of the completion of construction if the road is safe for public use. Without limiting the items required for opening the road for public use, the following must be completed where applicable: pavement, striping, lighting, signage, guard rails, sidewalks, and other items the construction and installation of which would cause unsafe conditions if performed while the roadway is open.

10. Article VI of the Development Agreement is replaced in its entirety by the following:

"ARTICLE VI

TERM OF AGREEMENT

This Agreement shall terminate on December 4, 2027; however, it shall be automatically extended for successive five (5) year periods if the Owner and District obligations are not completed by December 4, 2027. If extended under this Article, the Agreement shall terminate upon City's written acknowledgement of the full performance of all obligations hereunder, whether by Owner or District, unless extended by mutual agreement of Owner and the City (as extended, the "Term"). The Term shall not be affected by any limited purpose annexation pursuant to Section 7.3."

11. Since the initial effective date of the Development Agreement, the parties acknowledge certain additions and deletions to the Property as described therein. In order to accurately reflect the depiction of the Property to which the Development Agreement applies, a new exhibit entitled "*Exhibit A District M.U.D. Map*" has been prepared to be substituted for the Exhibit A in the Development Agreement. From and after the effective date of this Second Amendment, all references in the Development Agreement to Exhibit A shall mean and refer to the **Exhibit A** attached hereto, which is incorporated herein for all purposes.

12. In accordance with Paragraph 9 above new legal descriptions have been prepared to accurately define the limits of those areas shown on **Exhibit A** as M.U.D. No. 1 Tract B, M.U.D. No.1 Tract C, and M.U.D. No. 2 Tract B. Accordingly, from and after the effective date of this Second Amendment, all references in the Development Agreement to Exhibit B-2 shall mean and refer to **Exhibit B-2A** and **Exhibit B- 2B** which are attached hereto and incorporated

herein for all purposes; and all references in the Development Agreement to Exhibit B-4 shall mean and refer to **Exhibit B-4** which is attached hereto and incorporated herein for all purposes.

13. From and after the effective date of this Second Amendment, all references in the Development Agreement to Exhibit C-1, Exhibit C-1A, Exhibit C-2, Exhibit C-2A, Exhibit C-3, Exhibit C-3A, Exhibit C-4, Exhibit C-4A or Exhibit C-5 shall mean and refer, as applicable, to **Exhibit C-1, Exhibit C-1A, Exhibit C-2, Exhibit C-2A, Exhibit C-3, Exhibit C-3A, Exhibit C-4, Exhibit C-4A or Exhibit C-5** which are attached hereto and incorporated herein for all purposes.

14. The City's Street Design Manual is hereby incorporated by reference as part of the Governing Regulations under Development Agreement, subject to the elimination of Section 8.5 thereof requiring bike lanes. Accordingly, Exhibit D of the Development Agreement is hereby revised and from and after the effective date of this Second Amendment, all references in the Development Agreement to Exhibit D shall mean and refer to **Exhibit D** which is attached hereto and incorporated herein for all purposes.

15. Owner and City acknowledge that in accordance with the provisions of Section 12.18.1 of the Agreement, a special warranty deed for the CCOL ROW from CH-B TRINITY FALLS, LP to the City (the "CH-B CCOL Deed"), was delivered to EMILY MANSFIELD as Escrow Agent to be held by Escrow Agent pursuant to the Escrow Instructions contained in Section 12.18.2 and **Exhibit M** of the First Amendment. Notwithstanding the fact that the CH-B CCOL Deed was delivered into escrow, the property comprising the CCOL ROW remains titled in Owner with the result that Owner is, and will remain, liable for the payment of ad valorem taxes assessed against such property during the term of the escrow, even though the property comprising the CCOL ROW cannot be developed by Owner (except for the installation of utilities) for a period of up to 40 years. Owner has requested, and City has agreed, to allow Owner to convey the CCOL ROW to the McKinney Municipal Utility District No. 2 of Collin County ("MUD No. 2"), which will remain in title during the term of the escrow and is exempt from ad valorem taxes, on the condition that MUD No. 2 deliver a deed (the "MUD CCOL Deed") for the CCOL ROW substantially in the form of the Special Warranty Deed in **Exhibit L** containing the legal description of the property being conveyed and being subject only those Permitted Exceptions presently in the CH-B CCOL Deed. Upon approval of the MUD CCOL Deed by City and Escrow Agent's receipt of the MUD CCOL Deed from MUD No. 2, Escrow Agent is instructed to release the CH-B CCOL Deed to Owner and substitute, in lieu thereof, the MUD CCOL Deed.

HERITAGE TITLE COMPANY OF AUSTIN, INC

16. **Exhibit M** attached to the First Amendment is hereby modified in the following particulars:

Section 2. Escrow of CCOL Deed is revised to add the following sentence to the end thereof:

> "Upon receipt of the MUD CCOL Deed referred to in Paragraph 15 of the Second Amendment and written approval thereof from the City, Escrow Agent is instructed to

accept the MUD CCOL Deed in substitution of the CH-B CCOL Deed held by Escrow Agent and to return the CH-B CCOL Deed to Owner."

Section 7. Notice is revised to substitute the following for Owner:

To Owner: **McKinney Municipal Utility District No. 2 of Collin County**

Attn: Elizabeth York, General Counsel
5005 Riverway, Suite 500
Houston, TX 77056
E-Mail: elizabeth@johnsondev.com

With copy to: BOB ROEDER
ABERNATHY, ROEDER, BOYD, & HULLETT, PC.

All other provisions of **Exhibit M** not in conflict herewith shall remain in full force and effect.

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

CITY:

ATTEST:

Denise Vice
Assistant, City Secretary
Denise Vice

CITY OF McKINNEY
COUNTY OF COLLIN, TEXAS

City of McKinney

By:
Name: Paul G. Grimes
Its: City Manager

Date: 1/6/17

APPROVED AS TO FORM:

City Attorney

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 6th day of Jan, 2016, by Paul G. Grimes, City Manager of the City of McKinney, Texas, on its behalf.

Amy Jeter
Notary Public, State of Texas

AMY JETER
Notary Public
STATE OF TEXAS
My Comm. Exp. June 13, 2018

OWNER:

Trinity Falls Holdings, LP, a Delaware limited partnership

By: Johnson Trinity Falls GP, LLC, a Texas limited liability company, General Partner

By: _____
Name: W. Douglas Goff
Title: Vice President

Date: October 28, 2016

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28th day of October, 2016, by W. Douglas Goff, Vice President of Johnson Trinity Falls GP, LLC, a Texas limited liability company, General Partner of Trinity Falls Holdings, LP, a Delaware limited partnership, on its behalf.

KRISTINA LYNN MACK
Commission # 12992263-6
My Commission Expires
August 13, 2018

Kristina Mack
Notary Public, State of Texas

List of Exhibits:

Exhibit A – District M.U.D. Map
Exhibit B-2A – Legal Description of 206.286 acres (MUD 1/TRACT B)
Exhibit B-2B – Legal Description of 1.276 acres (MUD 1/TRACT C)
Exhibit B-4 – Legal Description of 404.156 acres (MUD 2/TRACT B)
Exhibit C-1 – Concept Plan – Land Use
Exhibit C-1A – Concept Plan Alternate – Land Use
Exhibit C-2 – Concept Plan – Planning Units
Exhibit C-2A – Concept Plan Alternate - Planning Units
Exhibit C-3 Concept Plan – Thoroughfare Plan
Exhibit C-3A Concept Plan Alternate – Thoroughfare Plan
Exhibit C-4 Concept Plan – Trinity Falls Park Phasing
Exhibit C-4A Concept Plan Alternate – Trinity Falls Park Phasing
Exhibit C-5 Concept Plan – Major Infrastructure
Exhibit D – City Ordinances
Exhibit E - Certified Inspectors

EXHIBIT "A"

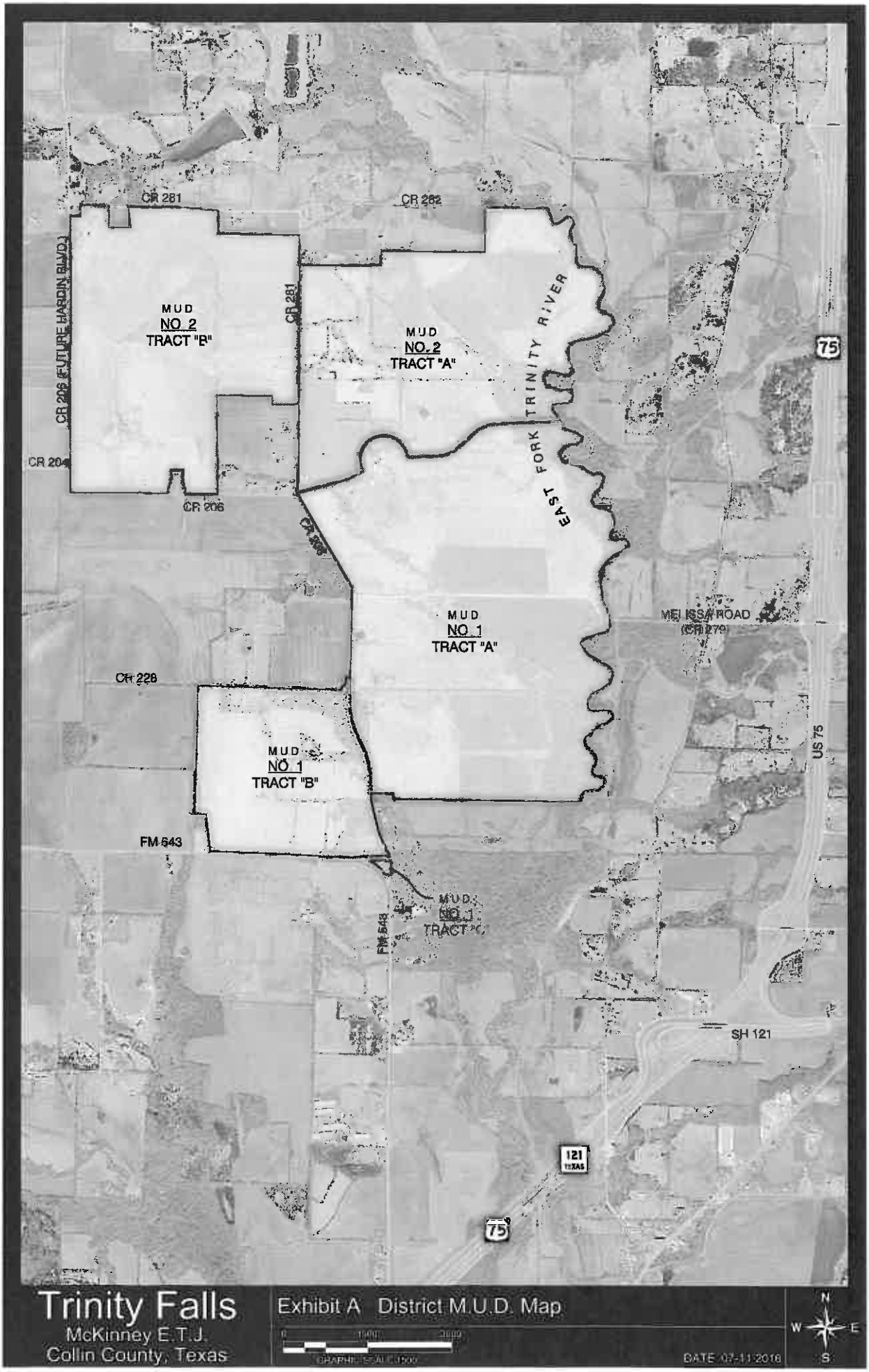

CR 281
CR 282
CR 206 (FUTURE HARDIN BLVD.)
CR 281
MUD
NO. 2
TRACT "B"
MUD
NO. 2
TRACT "A"
TRINITY RIVER
EAST FORK
75
CR 204
CR 206
CR 206
MUD
NO. 1
TRACT "A"
MEISSA ROAD
(CR 279)
CR 228
MUD
NO. 1
TRACT "B"
US 75
FM 543
MUD
NO. 1
TRACT "C"
FM 543
SH 121
121
TEXAS
75
Trinity Falls
McKinney E.T.J.
Collin County, Texas
Exhibit A District M.U.D. Map
0
1500
3000
GRAPHIC SCALE 1"=1500'
DATE 07-11-2016
N
W
E
S

EXHIBIT B-2A
Legal Description
206.286 acres
(MUD 1/TRACT B)

BEING A 206.318 ACRE TRACT OF LAND SITUATED IN THE JOHN EMBERSON SURVEY, ABSTRACT NO. 294, AND THE MEREDITH HART SURVEY, ABSTRACT NO. 371, COLLIN COUNTY, TEXAS, AND BEING PART OF A 0.469 ACRE TRACT CONVEYED AS "TRACT 2" AND A 182.711 ACRE TRACT OF LAND CONVEYED AS"TRACT 1" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344730, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND PART OF A 26.423 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" AND A 0.653 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344720, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAME ALSO BEING ALL OF A 0.901 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO McKINNEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY, RECORDED IN INSTRUMENT NO. 20140109000024290 OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND PART OF A 6.72 ACRE TRACT OF LAND CONVEYED TO GRAYSON-COLLIN ELECTRIC COOPERATIVE BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2000-0133812, LAND RECORDS, COLLIN COUNTY, TEXAS. SAID 206.318 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVTIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-DF8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF AFORESAID 182.711 ACRE TRACT AND BEING THE NORTHEAST CORNER OF A CALLED 20.300 ACRE TRACT OF LAND CONVEYED TO TOM B. WILSON BY DEED RECORDED IN VOLUME 935, PAGE 598, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING ON THE SOUTH LINE OF A CALLED 361.66 ACRE TRACT OF LAND CONVEYED TO HERITAGE FARM TRUST BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 98-0084317, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 88 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF AFORESAID 182.711 ACRE TRACT AND ALONG THE COMMON SOUTH LINE OF AFORESAID 361.66 ACRE TRACT, A DISTANCE OF 2578.42 FEET TO THE SOUTHWEST CORNER OF SAID 0.901 ACRE TRACT;

THENCE DEPARTING THE NORTH LINE OF SAID 182.711 ACRE TRACT AND ALONG THE WESTERLY LINE OF SAID 0.901 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 01 DEGREES 43 MINUTES 15 SECONDS EAST, A DISTANCE OF 65.50 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90 DEGREES 05 MINUTES 03 SECONDS, A RADIUS OF 66.00 FEET, AND A LONG CHORD THAT BEARS NORTH 46 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 93.41 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 103.77 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 38 MINUTES 13 SECONDS EAST, A DISTANCE OF 84.00 FEET TO A POINT FOR CORNER;

NORTH 07 DEGREES 54 MINUTES 51 SECONDS EAST, A DISTANCE OF 23.23 FEET TO THE NORTHWEST CORNER OF AFORESAID 0.901 ACRE TRACT;

THENCE SOUTH 88 DEGREES 21 MINUTES 47 SECONDS EAST, ALONG THE NORTH LINE OF SAID 0.901 ACRE TRACT, A DISTANCE OF 73.96 FEET TO THE NORTHEAST CORNER OF SAID 0.901 ACRE TRACT, AND BEING IN THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE SOUTH 22 DEGREES 24 MINUTES 21 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID 0.901 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 161.50 FEET TO A POINT FOR CORNER;

THENCE SOUTH 47 DEGREES 40 MINUTES 01 SECONDS EAST, CONTINUING ALONG THE EASTERLY LINE OF SAID 0.901 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 140.42 FEET TO THE SOUTHEAST CORNER OF SAID 0.901 ACRE TRACT, AND BEING ON THE NORTH LINE OF AFORESAID 182.711 ACRE TRACT;

THENCE NORTH 88 DEGREES 16 MINUTES 45 SECONDS WEST, DEPARTING THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD NO. 206, ALONG THE NORTH LINE OF SAID 182.711 ACRE TRACT AND THE SOUTH LINE OF SAID 0.901 ACRE TRACT, A DISTANCE OF 172.26 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 182.711 ACRE TRACT, SAID 0.469 ACRE TRACT AND SAID 26.423 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 01 DEGREES 38 MINUTES 13 SECONDS WEST, A DISTANCE OF 160.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26 DEGREES 38 MINUTES 26 SECONDS, A RADIUS OF 1450.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 11 DEGREES 41 MINUTES 00 SECONDS EAST, A DISTANCE OF 668.15 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 674.20 FEET TO A POINT FOR CORNER;

SOUTH 25 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 241.04 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22 DEGREES 02 MINUTES 58 SECONDS, A RADIUS OF 1450.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 13 DEGREES 58 MINUTES 44 SECONDS EAST, A DISTANCE OF 554.58 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 558.01 FEET TO A POINT FOR CORNER;

SOUTH 02 DEGREES 57 MINUTES 15 SECONDS EAST, A DISTANCE OF 237.94 FEET TO A POINT FOR CORNER ON THE EAST LINE OF SAID 26.423 ACRE TRACT AND BEING IN AFORESAID COLLIN COUNTY ROAD NO. 206;

THENCE, SOUTH 00 DEGREES 34 MINUTES 35 SECONDS EAST, ALONG THE EAST LINE OF SAID 26.423 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 A DISTANCE OF 169.57 FEET TO A PK NAIL SET FOR THE SOUTHEAST CORNER OF SAID 26.423 ACRE TRACT AND A COMMON EAST CORNER OF SAID 182.711 ACRE TRACT;

THENCE, ALONG THE EAST LINE OF SAID 182.711 ACRE TRACT, AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 13 DEGREES 23 MINUTES 32 SECONDS EAST, A DISTANCE OF 619.60

FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 26 DEGREES 26 MINUTES 21 SECONDS EAST, A DISTANCE OF 308.47 FEET TO A 5/8 INCH IRON ROD WITH A YELLO W PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER AND THE BEGINNING OF A NONTANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES 30 MINUTES 28 SECONDS, A RADIUS OF 570.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 23 DEGREES 04 MINUTES 21 SECONDS EAST, A DISTANCE OF 124.18 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 124.43 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHEAST CORNER OF SAID 182.711 ACRE TRACT, AND BEING ON THE NORTH RIGHT-OF-WAY LINE OF F.M. 543 (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, ALONG THE SOUTH LINE OF AFORESAID 182.711 ACRE TRACT AND THE COMMON NORTH RIGHT-OF-WAY LINE OF F.M. 543, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 88 DEGREES 19 MINUTES 01 SECONDS WEST, PASSING AT A DISTANCE OF 21.52 FEET, A PK NAIL FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 887.99 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05 DEGREES 16 MINUTES 00 SECONDS, A RADIUS OF 1870.34 FEET, A CHORD BEARING OF NORTH 89 DEGREES 02 MINUTES 59 SECONDS WEST, AND A CHORD LENGTH OF 171.86 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 171.92 FEET TO A 5/8 INCH IRON ROD WITH A YELLO W PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 86 DEGREES 24 MINUTES 59 SECONDS WEST, A DISTANCE OF 819.32 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 87 DEGREES 54 MINUTES 59 SECONDS WEST, A DISTANCE OF 1322.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHWEST CORNER OF AFORESAID 182.711 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF AFORESAID 6.72 ACRE TRACT,

THENCE NORTH 07 DEGREES 04 MINUTES 31 SECONDS WEST, ALONG THE WEST LINE OF SAID 182.711 ACRE TRACT AND THE EAST LINEOF SAID 6.72 ACRE TRACT, A DISTANCE OF 665.86 FEET TO A POINT FOR CORNER;

THENCE NORTH 88 DEGREES 27 MINUTES 18 SECONDS WEST, DEPARTING THE WEST LINE OF SAID 182.711 ACRE TRACT, OVER AND ACROSS SAID 6.72 ACRE TRACT, A DISTANCE OF 200.87 FEET TO A POINT FOR CORNER ON THE WEST LINE OF SAID 6.72 ACRE TRACT AND THE EAST LINE OF A CALLED 38.948 ACRE TRACT OF LAND CONVEYED TO PURPLE FROG LTD, BY SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 20060724001039860, SAID LAND RECORDS;

THENCE NORTH 01 DEGREES 32 MINUTES 42 SECONDS EAST, ALONG THE WEST LINE OF SAID 6.72 ACRE TRACT AND THE EAST LINES OF SAID 38.948 ACRE TRACT AND AFORESAID 20.30 ACRE TRACT,

A DISTANCE OF 1324.97 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHERNMOST CORNER OF SAID 6.72 ACRE TRACT, BEING ON THE WEST LINE OF AFORESAID 182.711 ACRE TRACT;

THENCE NORTH 00 DEGREES 53 MINUTES 45 SECONDS EAST, ALONG WEST LINE OF AFORESAID 182.711 ACRE TRACT AND THE EAST LINE OF SAID 20.30 ACRE TRACT, A DISTANCE OF 986.32 FEET TO THE POINT OF BEGINNING, AND CONTAINING 206.318 ACRES OF LAND, MORE OR LESS.

SAVE AND EXCEPT A 0.032 ACRE TRACT OF LAND, BEING ALL OF A CALLED 0.03 ACRE TRACT OF LAND DESCRIBED AS "FAMILY BURIAL GROUNDS" IN DEED RECORDED IN VOLUME 294, PAGE 43, DEED RECORDS, COLLIN COUNTY, TEXAS, SAID 0.032 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT 3/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF AFORESAID 182.82 ACRE TRACT AND BEING THE NORTHEAST CORNER OF AFORESAID 20.300 ACRE TRACT AND BEING ON THE SOUTH LINE OF AFORESAID 361.66 ACRE TRACT;

THENCE, SOUTH 88 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF SAID 182.82 ACRE TRACT AND ALONG THE COMMON SOUTH LINE OF SAID 361.66 ACRE TRACT, A DISTANCE OF 618.15 FEET TO A POINT;

THENCE, SOUTH 01 DEGREES 05 MINUTES 01 SECONDS WEST, OVER AND ACROSS SAID 182.82 ACRE TRACT, A DISTANCE OF 31.10 FEET TO A FENCE CORNER POST FOUND FOR THE POINT OF BEGINNING;

THENCE, CONTINUING OVER AND ACROSS SAID 182.82 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 39 MINUTES 44 SECONDS EAST, A DISTANCE OF 39.36 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

SOUTH 00 DEGREES 24 MINUTES 46 SECONDS EAST, A DISTANCE OF 35.96 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

NORTH 88 DEGREES 50 MINUTES 03 SECONDS WEST, A DISTANCE OF 40.28 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

NORTH 01 DEGREES 05 MINUTES 01 SECONDS EAST, A DISTANCE OF 34.92 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.032 ACRES OF LAND, MORE OR LESS, LEAVING A NET ACREAGE OF 206.286 ACRES OF LAND, MORE OR LESS.

EXHIBIT B-2B
Legal Description
1.276 acres
(MUD 1/TRACT C)

BEING A 1.276 ACRE TRACT OF LAND SITUATED IN THE MEREDITH HART SURVEY, ABSTRACT NO. 371, COLLIN COUNTY, TEXAS AND BEING ALL OF A CALLED 1.272 ACRE TRACT OF LAND DESCRIBED IN AN AGREED JUDGEMENT TO MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY, AS RECORDED IN INSTRUMENT NO. 20131023001452120, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID 1.272 ACRE TRACT, COMMON TO THE SOUTHERLY CORNER OF THE EASTERLY TERMINUS OF F.M. 543, (A.K.A. WESTON ROAD), A VARIABLE WIDTH RIGHT-OF-WAY, DESCRIBED IN RIGHT OF WAY DEEDS, AS RECORDED IN VOLUME 400, PAGE 412 AND VOLUME 400, PAGE 424 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, BEING ON THE WESTERLY LINE OF A CALLED 69.5680 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO STEVEN A. GROGBAN AND BRENDA GROGEAN, AS RECORDED IN INSTRUMENT NO. 20001011000111519 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 28 MINUTES 11 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID 1.272 ACRE TRACT AND THE WESTERLY LINE OF SAID 69.5680 ACRE TRACT, A DISTANCE OF 161.66 FEET TO A PK NAIL FOUND FOR CORNER;

THENCE SOUTH 00 DEGREES 48 MINUTES 19 SECONDS WEST, CONTINUING ALONG THE EASTERLY LINE OF SAID 1.272 ACRE TRACT AND THE WESTERLY LINE OF SAID 69.5680 ACRE TRACT, A DISTANCE OF 85.35 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 1.272 ACRE TRACT, COMMON TO THE NORTHERLY SOUTHWEST CORNER OF SAID 69.5680 ACRE TRACT, BEING ON THE NORTHERLY LINE OF A CALLED 15.7401 ACRE TRACT OF LAND DESCRIBED AS TRACT 1, PART 1, IN A TRANSFER OF RIGHT OF WAY TO CITY OF MCKINNEY, TEXAS, AS RECORDED IN INSTRUMENT NO. 20140217000146290 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AND ON THE EASTERLY RIGHT-OF-WAY LINE OF F.M. 543, A VARIABLE WIDTH RIGHT-OF-WAY, AS DESCRIBED IN A RIGHT OF WAY DEED, AS RECORDED IN VOLUME 516, PAGE 547 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID 1.272 ACRE TRACT, THE NORTHERLY LINE OF SAID 15.7401 ACRE TRACT, AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID F.M. 543, A DISTANCE OF 106.66 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FOR THE SOUTHWEST CORNER OF SAID 1.272 ACRE TRACT;

THENCE IN A NORTHWESTERLY DIRECTION, DEPARTING THE NORTHERLY LINE OF SAID 15.7401 ACRE TRACT, ALONG THE WESTERLY LINE OF SAID 1.272 ACRE TRACT AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID F.M. 543, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 761.18 FEET, A DELTA ANGLE OF 28 DEGREES 03 MINUTES 09 SECONDS, AN ARC DISTANCE OF 372.68 FEET, AND A CHORD BEARING NORTH 50 DEGREES 19 MINUTES 16 SECONDS WEST, A DISTANCE OF 368.97 FEET TO A POINT FOR CORNER AT THE END OF SAID CURVE AND AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID F.M. 543, AS RECORDED IN VOLUME 516, PAGE 547 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID F.M. 543, AS RECORDED IN VOLUME 400, PAGE 412 AND VOLUME 400, PAGE 424 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE NORTH 88 DEGREES 19 MINUTES 01 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID 1.272 ACRE TRACT AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID F.M. 543, A DISTANCE OF 393.33 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.276 ACRES (55,564 SQUARE FEET) OF LAND, MORE OR LESS.

EXHIBIT B-4
Legal Description
404.156 acres
(MUD 2/TRACT B)

BEING A 404 156 ACRE TRACT OF LAND SITUATED IN THE JOHN LARREMORE SURVEY, ABSTRACT NO. 530, AND THE THOMAS BRUCE SURVEY, ABSTRACT NO. 103, COLLIN COUNTY, TEXAS, AND BEING PART OF A 158.524 ACRE TRACT OF LAND CONVEYED TO MA-BBO FIVE, L.P. BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060718001344740, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING PART OF A 1113.084 ACRE TRACT OF LAND CONVEYED TO MA BB OWEN, L.P. BY DEED RECORDED IN COUNTY CLERK'S FILE NO 20060616000829800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID 404.156 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT AT A NORTHWEST CORNER OF SAID 1113.084 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF A CALLED 0 998 ACRE TRACT OF LAND CONVEYED TO CHAMBERVILLE CEMETERY ASSOCIATION BY DEED RECORDED IN VOLUME 2034, PAGE 573, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING IN COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE NORTH 89 DEGREES 45 MINUTES 16 SECONDS EAST, ALONG THE SOUTH LINE OF AFORESAID 0 998 ACRE TRACT, PASSING AT A DISTANCE OF 9.74 FEET A 5/8 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 188.45 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR AN INSIDE ELL CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF SAID 0.998 ACRE TRACT;

THENCE NORTH 00 DEGREES 55 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF AFORESAID 0.998 ACRE TRACT PASSING AT A DISTANCE OF 177.66 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 206.50 FEET TO A POINT FOR A NORTHEAST CORNER OF SAID 0 998 ACRE TRACT AND BEING A NORTHWEST CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING IN THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 281 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE ALONG THE NORTH LINE OF AFORESAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 88 DEGREES 11 MINUTES 52 SECONDS EAST, A DISTANCE OF 172.87 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 84 DEGREES 50 MINUTES 48 SECONDS EAST, A DISTANCE OF 300.57 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 88 DEGREES 57 MINUTES 46 SECONDS EAST, A DISTANCE OF 42.30 FEET TO A "PK" NAIL FOUND FOR THE NORTHWEST CORNER OF LOT 1, BLOCK A, TRINITY FALLS NORTH ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2015, PAGE 367, PLAT RECORDS, COLLIN COUNTY, TEXAS;

THENCE SOUTH, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 369.73 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE SOUTH 89 DEGREES 57 MINUTES 18 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 385.58 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE NORTH 07 DEGREES 05 MINUTES 30 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 274.83 FEET TO AN ANGLE POINT IN THE EAST LINE OF SAID LOT 1;

THENCE NORTH 06 DEGREES 51 MINUTES 53 SECONDS WEST, CONTINUING ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 91.79 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SAME BEING ON THE NORTH LINE OF AFORESAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281;

THENCE ALONG THE NORTH LINE OF SAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 281, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 88 DEGREES 57 MINUTES 46 SECONDS EAST, A DISTANCE OF 306.43 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 89 DEGREES 51 MINUTES 11 SECONDS EAST, A DISTANCE OF 691.44 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 84 DEGREES 42 MINUTES 34 SECONDS EAST, A DISTANCE OF 623.13 FEET TO A 3/4 INCH IRON ROD FOUND FOR THE MOST NORTHERN NORTHEAST CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING THE NORTHWEST CORNER OF A CALLED 7.04 ACRE TRACT OF LAND CONVEYED TO ROBERT W. GANTER AND ELIZABETH A. GANTER BY DEED RECORDED IN COUNTY CLERK'S NO. 97-0024749 LAND RECORDS, COLLIN COUNTY, TEXAS;

SOUTH 00 DEGREES 29 MINUTES 01 SECONDS WEST, ALONG AN EAST LINE OF AFORESAID 1113.084 ACRE TRACT AND THE COMMON WEST LINE OF AFORESAID 7.04 ACRE TRACT, A DISTANCE OF 411.24 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF SAID 7.04 ACRE TRACT;

SOUTH 89 DEGREES 02 MINUTES 06 SECONDS EAST, ALONG THE NORTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON SOUTH LINE OF AFORESAID 7.04 ACRE TRACT, A DISTANCE OF 1471.42 FEET TO A 1/2 INCH IRON PIPE FOUND FOR CORNER AND BEING ON THE WEST LINE OF A CALLED 5.660 ACRE TRACT OF LAND CONVEYED TO DONALD DWAYNE TUCKER AND WIFE, JEAN TUCKER RECORDED IN VOLUME 931, PAGE 368, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281;

THENCE SOUTH 00 DEGREES 40 MINUTES 36 SECONDS WEST, ALONG AN EAST LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON WEST LINES OF SAID 5.660 TUCKER TRACT AND OF A CALLED 1.39 ACRE TRACT OF LAND CONVEYED TO CALVIN JARRETT AND KAREN JARRETT BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2005-0097078, LAND RECORDS, COLLIN COUNTY, TEXAS AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281, A DISTANCE OF 537.51 FEET TO A POINT FOR THE CORNER.

THENCE, SOUTH 00 DEGREES 04 MINUTES 47 SECONDS WEST, OVER AND ACROSS SAID 1 113 084 ACRE TRACT, A DISTANCE OF 2505 18 FEET TO A 1/2 INCH IRON ROD FOUND ON A SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A CALLED 3 000 ACRE TRACT OF LAND CONVEYED TO TERRY L. HARTWICK AND ROSE ETTA JONES BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0001673, LAND RECORDS, COLLIN COUNTY, TEXAS,

THENCE, NORTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 1113.084 ACRE TRACT, AND THE COMMON NORTH LINE OF SAID 3.000 ACRE TRACT, A DISTANCE OF 484 37 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER ON THE EAST LINE OF A 19 33 ACRE TRACT OF LAND CONVEYED TO TERRY L. HARTWICK AND ROSE ETTA JONES BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 94-0065235, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 00 DEGREES 14 MINUTES 32 SECONDS WEST, A DISTANCE OF 154.99 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 19.33 ACRE TRACT;

THENCE, NORTH 89 DEGREES 39 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 1113 084 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 19.33 ACRE TRACT, A DISTANCE OF 988 76 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER ON THE EAST LINE OF SAID 158.524 ACRE TRACT;

THENCE, SOUTH 00 DEGREES 26 MINUTES 33 SECONDS EAST, ALONG THE EAST LINE OF SAID 158.524 ACRE TRACT AND THE COMMON WEST LINES OF SAID 19.33 ACRE TRACT AND A CALLED 11.06 ACRE TRACT OF LAND CONVEYED TO HUGH P. McADAMS BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 92-0003436, LAND RECORDS, COLLIN COUNTY, TEXAS, A DISTANCE OF 1763.02 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 158.524 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF SAID 11 06 ACRE TRACT AND BEING IN THE APPROXIMATE CENTERLINE OFCOLLIN COUNTY ROAD NO 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT OF-WAY) AND BEING ON THE NORTH LINE OF A CALLED 72 ACRE TRACT OF LAND CONVEYED TO J.L. MELL, BEVERLY ANN ALLEN & NANCY JO LAWRENCE BY DEED RECORDED IN COUNTY CLERKS' FILE NO. 2000-0101341, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 36 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON NORTH LINE OF AFORESAID 72 ACRE TRACT AND ALONG THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 A DISTANCE OF 576 42 FEET TO A POINT FOR AN ELL CORNER OF SAID 158.524 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF THE REMAINDER OF A TRACT OF LAND CONVEYED TO DONALD M. MOTSENBACKER AND WIFE, NORMA FAYE MOTSENBACKER BY DEED RECORDED IN VOLUME 2678, PAGE 833, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE ALONG THE COMMON LINES BETWEEN AFORESAID 158.524 ACRE TRACT AND AFORESAID REMAINDER MOTSENBACKER TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 01 DEGREES 01 MINUTES 34 SECONDS EAST, PASSING AT A DISTANCE OF 28 19 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 95 45 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 46 DEGREES 22 MINUTES 09 SECONDS WEST, A DISTANCE OF 30 04 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 01 DEGREES 02 MINUTES 48 SECONDS EAST, A DISTANCE OF 66 35 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 48 DEGREES 15 MINUTES 02 SECONDS WEST, A DISTANCE OF

30.38 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 01 DEGREES 27 MINUTES 43 SECONDS EAST, A DISTANCE OF 66.57 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,

NORTH 46 DEGREES 58 MINUTES 13 SECONDS WEST, A DISTANCE OF 23.59 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 00 DEGREES 24 MINUTES 20 SECONDS EAST, A DISTANCE OF 25.48 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 71 DEGREES 03 MINUTES 06 SECONDS EAST, A DISTANCE OF 10.41 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 39 DEGREES 44 MINUTES 59 SECONDS EAST, A DISTANCE OF 10.78 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 00 DEGREES 21 MINUTES 32 SECONDS WEST, A DISTANCE OF 98.69 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,

NORTH 43 DEGREES 09 MINUTES 55 SECONDS WEST, A DISTANCE OF 11.67 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 88 DEGREES 23 MINUTES 42 SECONDS WEST, A DISTANCE OF 201.10 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 46 DEGREES 23 MINUTES 42 SECONDS WEST, A DISTANCE OF 10. 70 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 14 DEGREES 06 MINUTES 56 SECONDS WEST, A DISTANCE OF 10.35 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 01 DEGREES 47 MINUTES 24 SECONDS WEST, A DISTANCE OF 81.41 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,

SOUTH 19 DEGREES 38 MINUTES 16 SECONDS EAST, A DISTANCE OF 10.39 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,

SOUTH 52 DEGREES 48 MINUTES 19 SECONDS EAST, A DISTANCE OF 10.82 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,

SOUTH 76 DEGREES 36 MINUTES 21 SECONDS EAST, A DISTANCE OF 10.30 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 02 DEGREES 21 MINUTES 20 SECONDS WEST, A DISTANCE OF 25.12 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,

SOUTH 47 DEGREES 10 MINUTES 36 SECONDS WEST, A DISTANCE OF 33.81 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 47 MINUTES 06 SECONDS EAST, A DISTANCE OF 63.78 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,

SOUTH 44 DEGREES 58 MINUTES 54 SECONDS WEST, A DISTANCE OF 31.86 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,

SOUTH 00 DEGREES 34 MINUTES 55 SECONDS EAST, A DISTANCE OF 65.94 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 48 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 30.58 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 40 MINUTES 17 SECONDS EAST, PASSING AT A DISTANCE OF 66. 78 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 95. 05 FEET TO A POINT FOR AN ELL CORNER OF AFORESAID 158.524 ACRE TRACT AND THE SOUTHWEST CORNER OF AFORESAID REMAINDER MOTSENBACKER TRACT AND BEING ON THE NORTH LINE OF A CALLED 36.145 ACRE TRACT OF LAND CONVEYED TO CAROLYN PUTNEY BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2003-0016137, LAND RECORDS, COLLIN COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD N0.206;

THENCE NORTH 89 DEGREES 36 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON NORTH LINE OF AFORESAID 36.145 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 1762.31 FEET TO A POINT FOR CORNER;

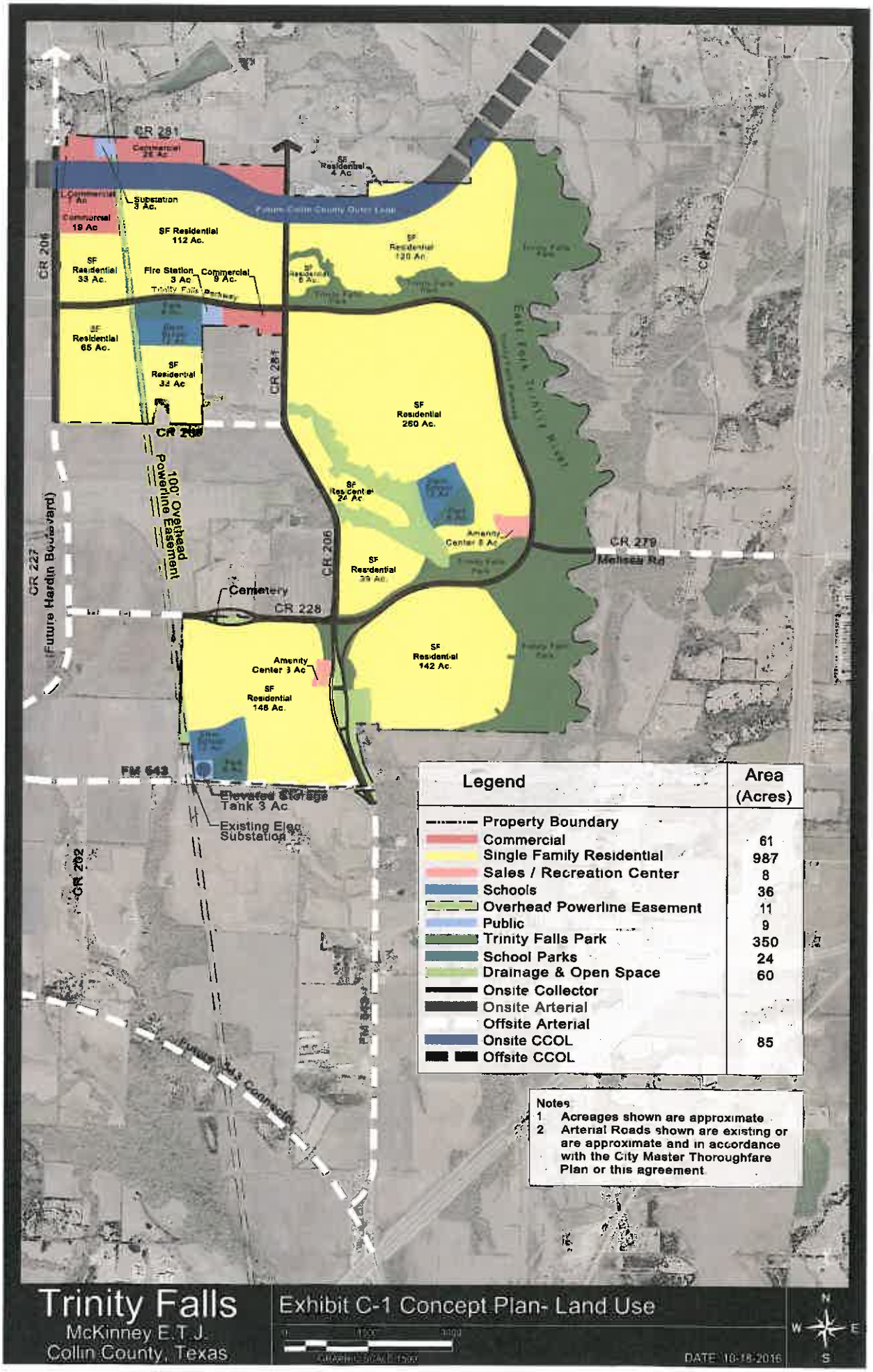
THENCE NORTH 00 DEGREES 08 MINUTES 15 SECONDS WEST, PASSING AT A DISTANCE OF 26.32 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING ALONG THE WEST LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON EAST LINE OF THE FOLLOWING TRACTS, A CALLED 22.030 ACRE TRACT OF LAND CONVEYED TO BILLY J. DRURY, ET AL BY DEED RECORDED IN VOLUME 1043, PAGE 346, DEED RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 22.030 ACRE TRACT OF LAND CONVEYED TO JIMMIE L. DRURY BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2003-0060252, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 3.67 ACRE TRACT OF LAND CONVEYED TO RODNEY C. NIXON BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 93-0108403, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 3.67 ACRE TRACT OF LAND CONVEYED TO RODNEY C. NIXON BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 93-0108402, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 11.015 ACRE TRACT OF LAND CONVEYED TO QUIDA NIXON BY DEED RECORDED IN VOLUME 1043, PAGE 338, DEED RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 11.015 ACRE TRACT OF LAND CONVEYED TO DEAN ANDERSON BY DEED RECORDED IN VOLUME 1043, PAGE 333, DEED RECORDS, COLLIN COUNTY, TEXAS AND ALONG THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 2672.26 FEET TO A POINT FOR CORNER;

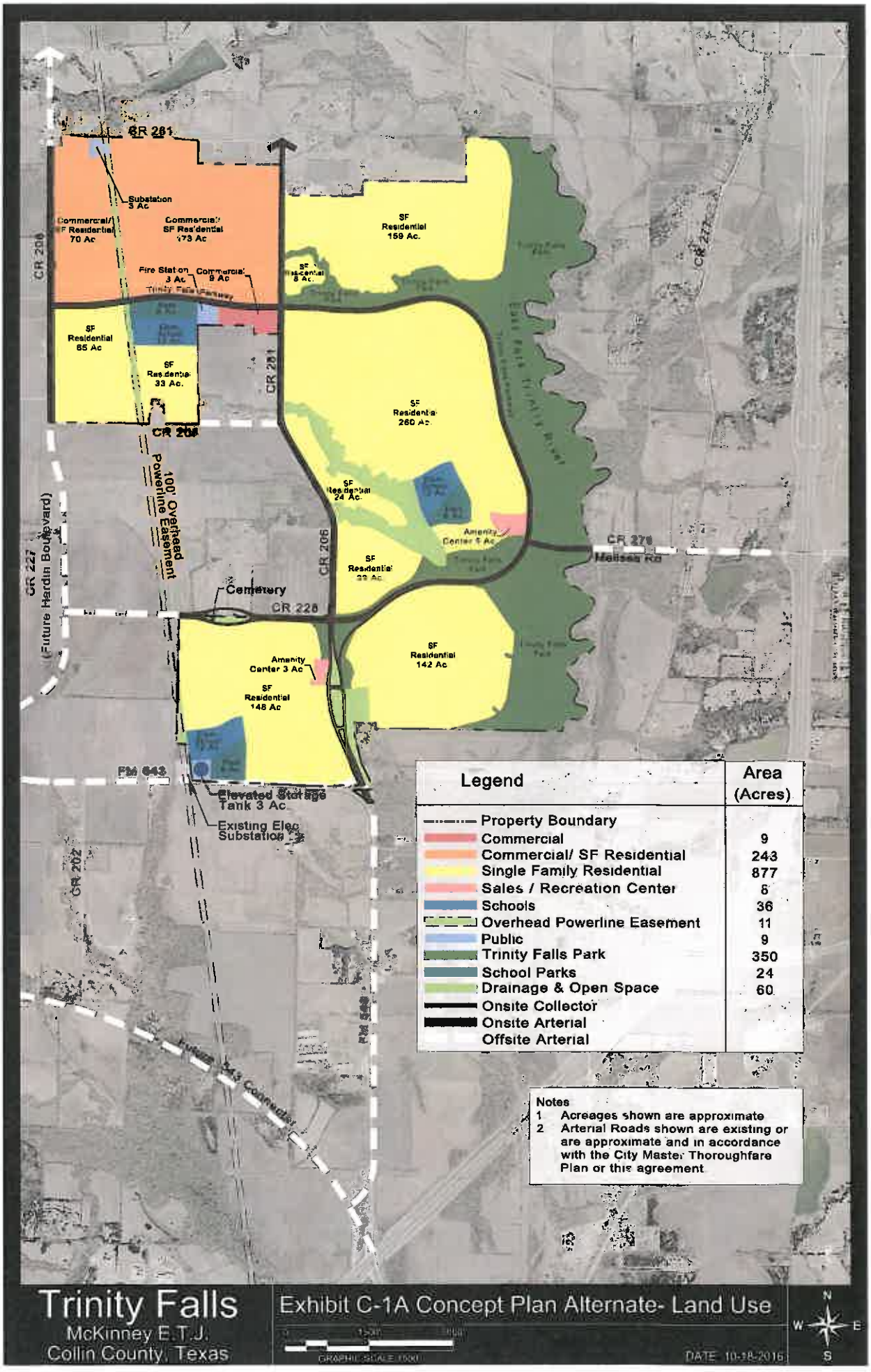
THENCE, SOUTH 88 DEGREES 53 MINUTES 46 SECONDS EAST, A DISTANCE OF 19.61 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHWEST CORNER OF SAID 1113.084 ACRE TRACT;

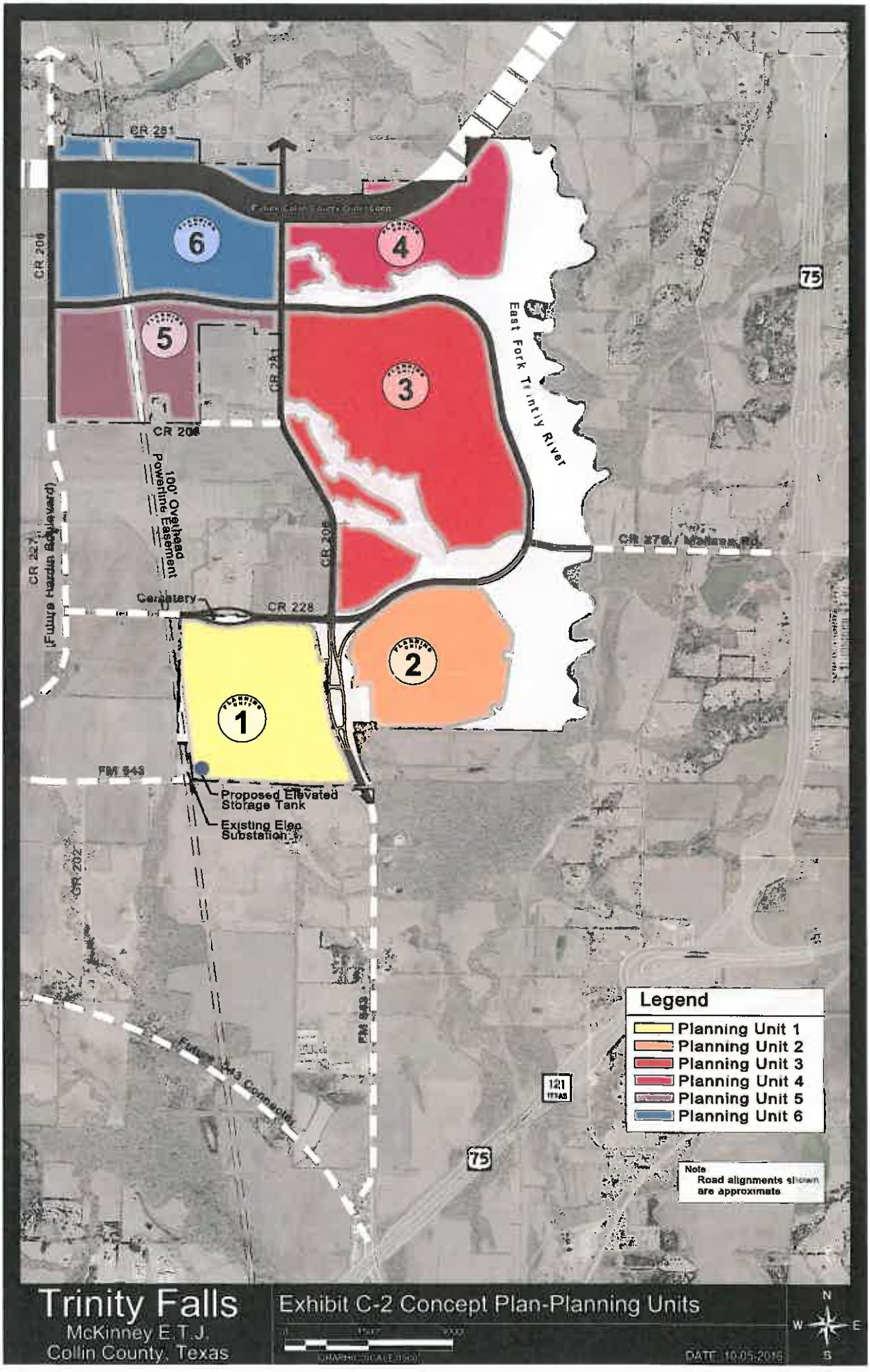
THENCE ALONG THE WEST LINE OF AFORESAID 1113.084 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

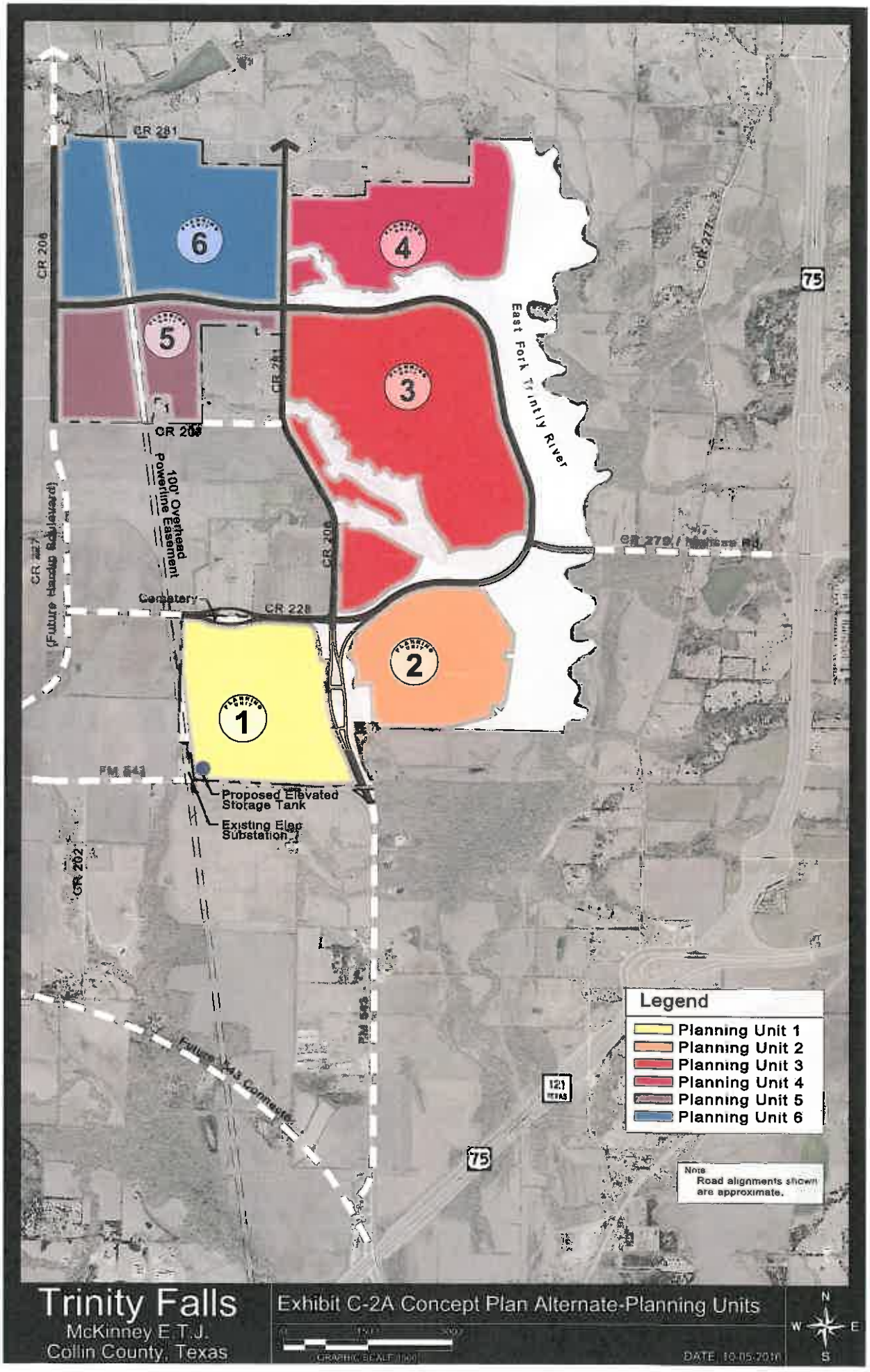
NORTH 00 DEGREES 12 MINUTES 11 SECONDS WEST, A DISTANCE OF 1035.01 FEET TO A POINT FOR CORNER;

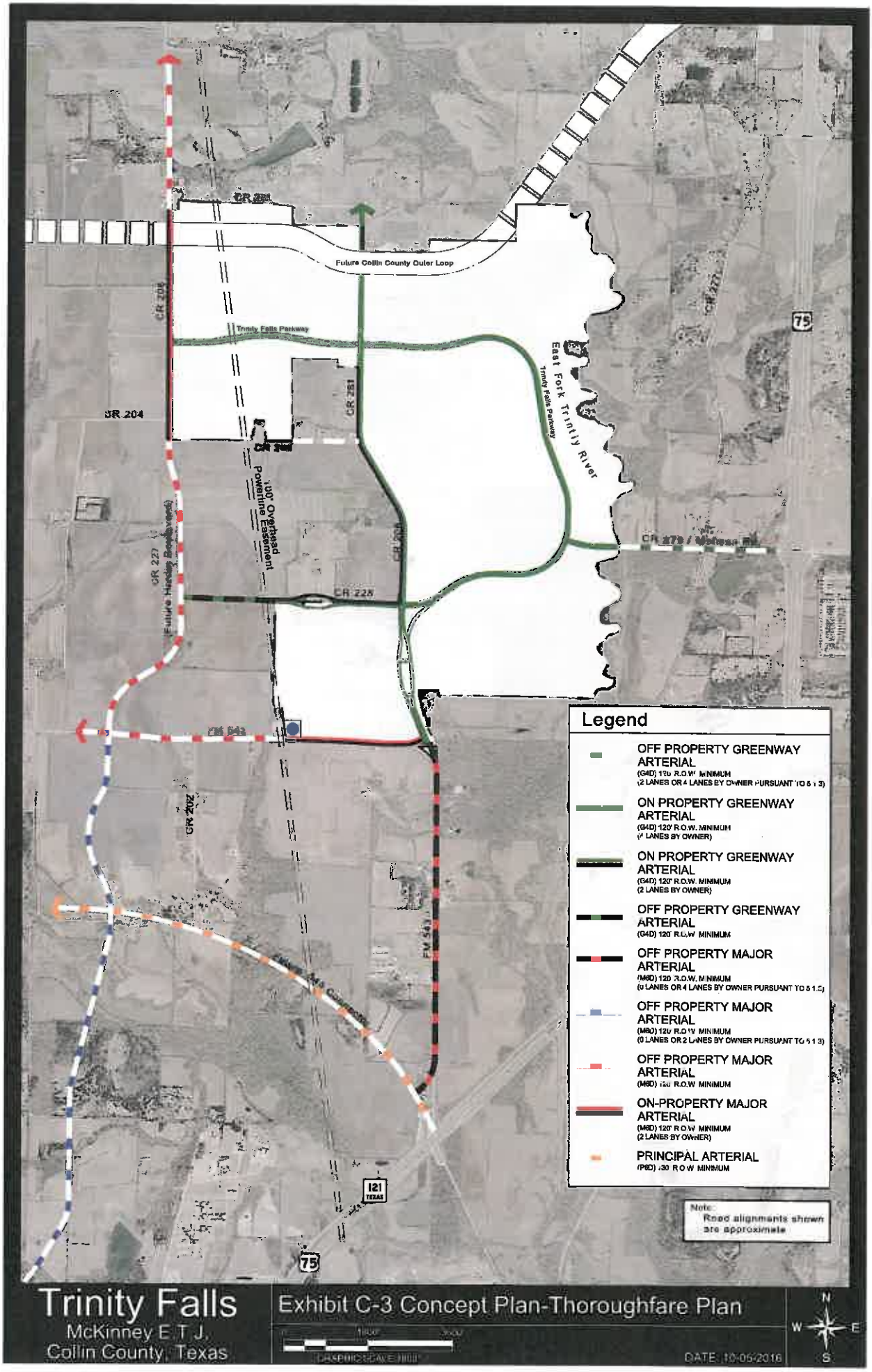
NORTH 00 DEGREES 50 MINUTES 11 SECONDS WEST, A DISTANCE OF 1248.29 FEET TO THE POINT OF BEGINNING, AND CONTAINING 404.156 ACRES OF LAND, MORE OR LESS.

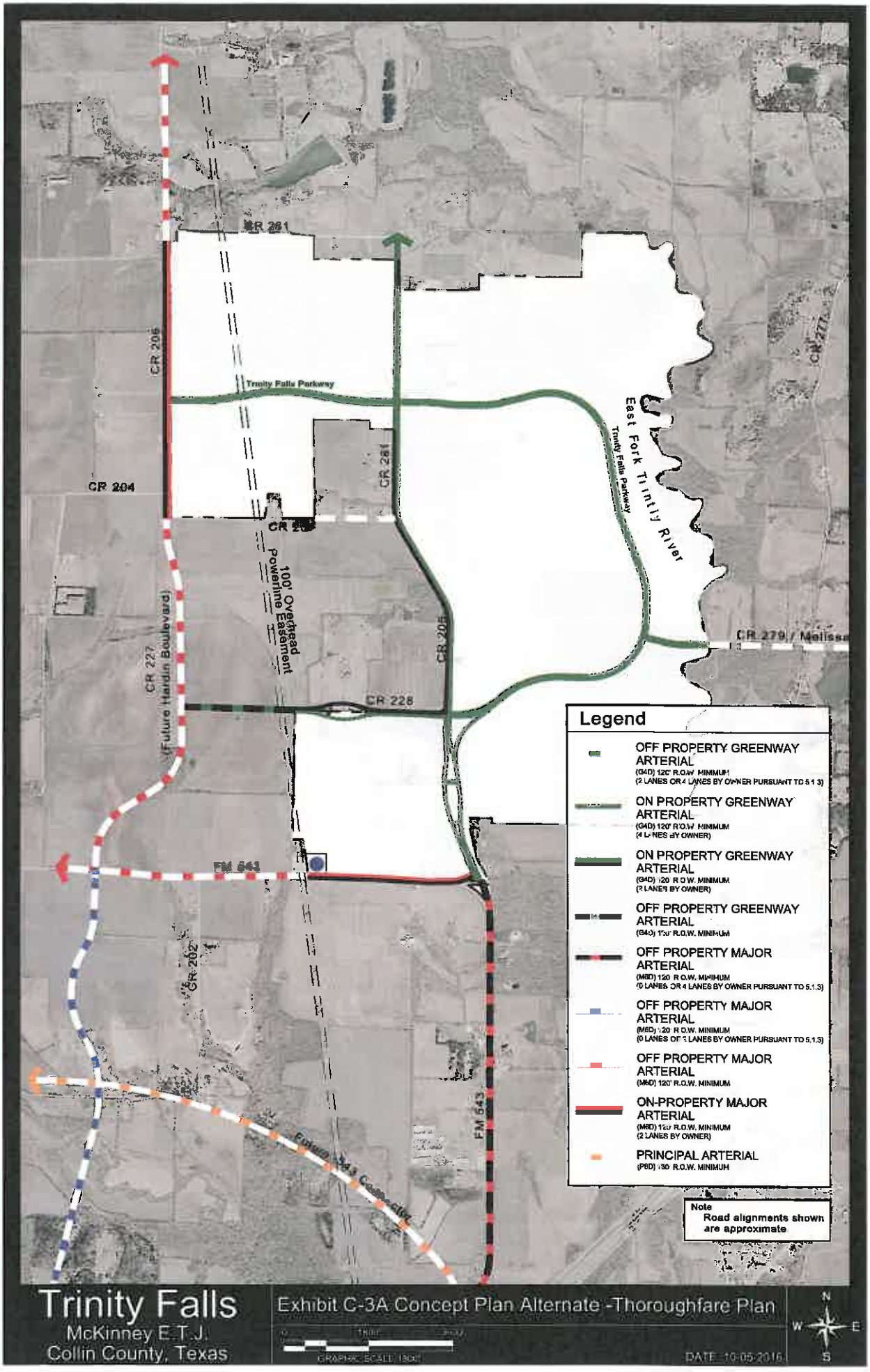

CR 281
Commercial 22 Ac.
SF Residential 4 Ac.
Substation 3 Ac.
Future Collin County Outer Loop
Commercial 19 Ac
SF Residential 112 Ac.
SF Residential 120 Ac.
CR 206
SF Residential 33 Ac.
Fire Station 3 Ac
Commercial 9 Ac.
Trinity Falls Parkway
SF Residential 65 Ac.
SF Residential 32 Ac
CR 281
CR 208
SF Residential 260 Ac.
100' Overhead Powerline Easement
SF Residential 24 Ac
Amenity Center 3 Ac
CR 279
Melissa Rd
CR 227
Future Hardin Boulevard
CR 206
SF Residential 39 Ac.
Cemetery
CR 228
Amenity Center 3 Ac
SF Residential 142 Ac.
SF Residential 148 Ac.
FM 543
Elevated Storage Tank 3 Ac
Existing Elec Substation
CR 282
Future FM 543 Connector
Legend
Area (Acres)
Property Boundary
Commercial 61
Single Family Residential 987
Sales / Recreation Center 8
Schools 36
Overhead Powerline Easement 11
Public 9
Trinity Falls Park 350
School Parks 24
Drainage & Open Space 60
Onsite Collector
Onsite Arterial
Offsite Arterial
Onsite CCOL 85
Offsite CCOL
Notes
1 Acreages shown are approximate
2 Arterial Roads shown are existing or are approximate and in accordance with the City Master Thoroughfare Plan or this agreement
Trinity Falls
McKinney E.T.J.
Collin County, Texas
Exhibit C-1 Concept Plan- Land Use
DATE 10-18-2016
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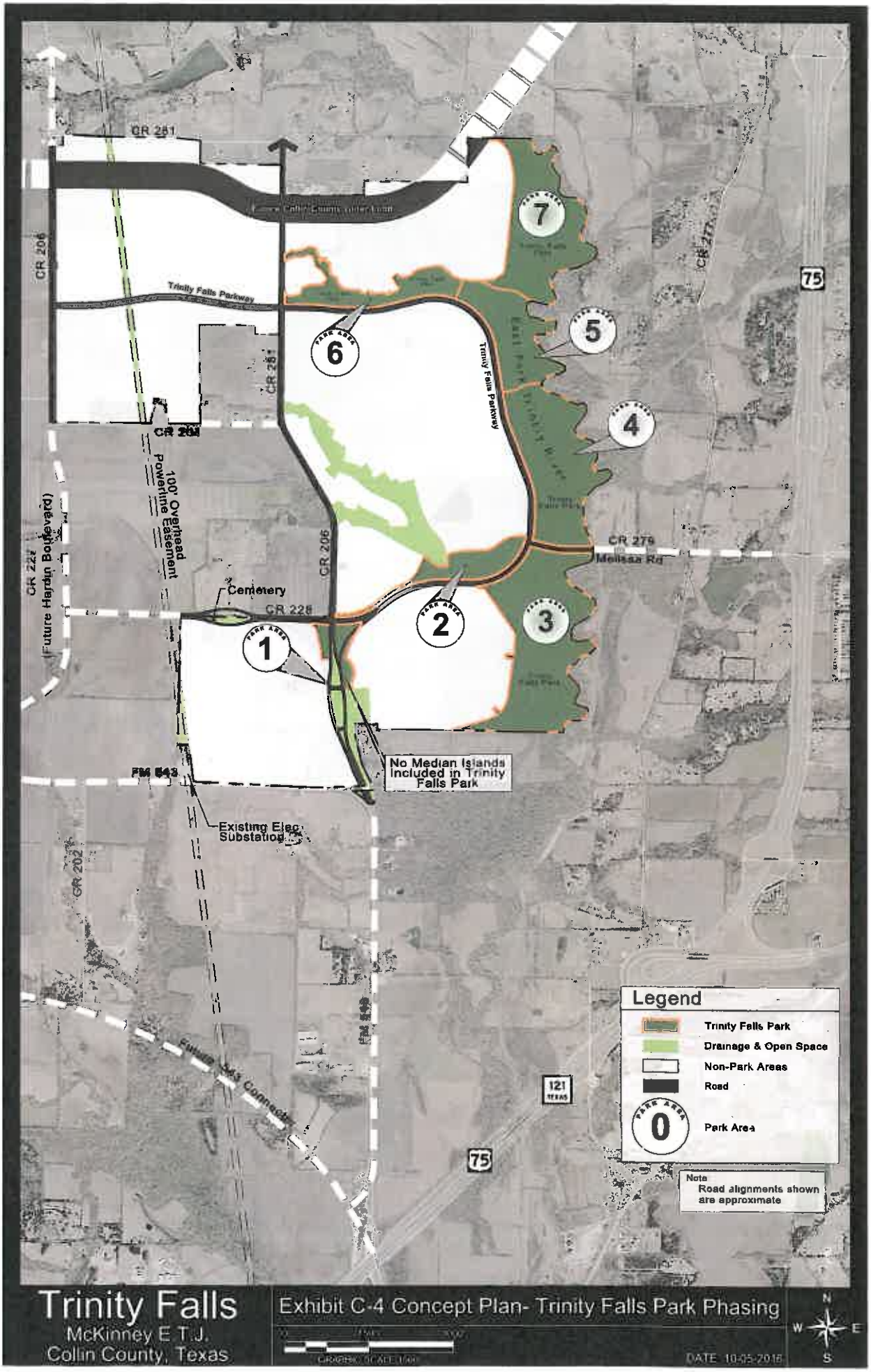

CR 281
Substation 3 Ac
Commercial/ SF Residential 70 Ac
Commercial/ SF Residential 173 Ac
Fire Station 3 Ac
Commercial 9 Ac
SF Residential 8 Ac.
SF Residential 159 Ac.
CR 206
SF Residential 65 Ac
SF Residential 33 Ac.
CR 281
CR 208
SF Residential 260 Ac
100' Overhead Powerline Easement
SF Residential 24 Ac.
Amenity Center 5 Ac
CR 276
Melissa Rd
CR 227
(Future Hardin Boulevard)
CR 206
SF Residential 33 Ac.
Cemetery
CR 228
SF Residential 142 Ac
Amenity Center 3 Ac
SF Residential 148 Ac
FM 543
Elevated Storage Tank 3 Ac.
Existing Elec Substation
CR 202
Future FM 543 Connector
Legend
Area (Acres)
Property Boundary
Commercial 9
Commercial/ SF Residential 243
Single Family Residential 877
Sales / Recreation Center 5
Schools 36
Overhead Powerline Easement 11
Public 9
Trinity Falls Park 350
School Parks 24
Drainage & Open Space 60
Onsite Collector
Onsite Arterial
Offsite Arterial
Notes
1 Acreages shown are approximate
2 Arterial Roads shown are existing or are approximate and in accordance with the City Master Thoroughfare Plan or this agreement
Trinity Falls
McKinney E.T.J.
Collin County, Texas
Exhibit C-1A Concept Plan Alternate- Land Use
GRAPHIC SCALE 1"=500'
DATE: 10-18-2016
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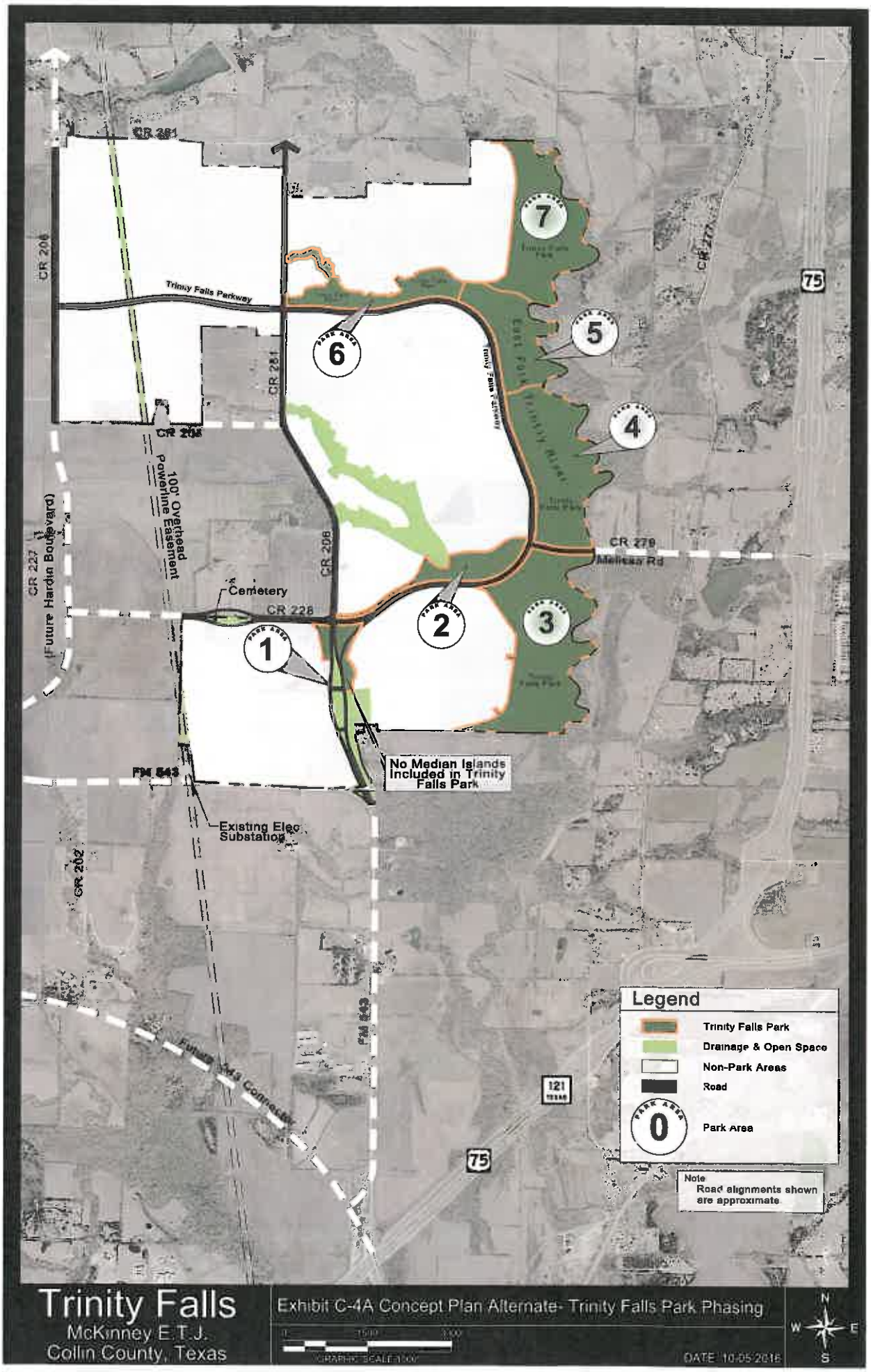

CR 251
CR 206
6
4
5
3
CR 204
CR 206
CR 227
75
East Fork Trinity River
100' Overhead Powerline Easement
CR 227 (Future Hardin Boulevard)
CR 205
CR 278 / Mahard Rd.
Cemetery
CR 228
2
1
FM 543
Proposed Elevated Storage Tank
Existing Elec Substation
CR 202
FM 543
Future FM 3 Connector
121
TEXAS
75
Legend
Planning Unit 1
Planning Unit 2
Planning Unit 3
Planning Unit 4
Planning Unit 5
Planning Unit 6
Note
Road alignments shown are approximate
Trinity Falls
McKinney E.T.J.
Collin County, Texas
Exhibit C-2 Concept Plan-Planning Units
GRAPHIC SCALE 1"=2000'
DATE: 10-05-2016
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CR 281
CR 206
6
4
5
3
CR 281
CR 277
75
East Fork Trinity River
CR 208
100' Overhead Powerline Easement
CR 206
CR 279 / Hardin Rd
Cemetery
CR 228
2
1
FM 543
Proposed Elevated Storage Tank
Existing Elec Substation
CR 202
FM 543
Future FM 543 Connector
121 TEXAS
75
Legend
Planning Unit 1
Planning Unit 2
Planning Unit 3
Planning Unit 4
Planning Unit 5
Planning Unit 6
Note
Road alignments shown are approximate.
Trinity Falls
McKinney E.T.J.
Collin County, Texas
Exhibit C-2A Concept Plan Alternate-Planning Units
GRAPHIC SCALE 1000
DATE 10-05-2016
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Future Collin County Outer Loop
Trinity Falls Parkway
East Fork Trinity River
CR 204
CR 206
CR 227
CR 228
CR 202
CR 543
CR 279 / Watters Rd
100' Overhead Powerline Easement
Future Hardy Boulevard
FM 543
Future Collin Creek Pkwy
75
121 TEXAS
Legend
OFF PROPERTY GREENWAY ARTERIAL
(G4D) 120' R.O.W. MINIMUM
(2 LANES OR 4 LANES BY OWNER PURSUANT TO S 1.3)
ON PROPERTY GREENWAY ARTERIAL
(G4D) 120' R.O.W. MINIMUM
(4 LANES BY OWNER)
ON PROPERTY GREENWAY ARTERIAL
(G4D) 120' R.O.W. MINIMUM
(2 LANES BY OWNER)
OFF PROPERTY GREENWAY ARTERIAL
(G4D) 120' R.O.W. MINIMUM
OFF PROPERTY MAJOR ARTERIAL
(M6D) 120' R.O.W. MINIMUM
(6 LANES OR 4 LANES BY OWNER PURSUANT TO S 1.3)
OFF PROPERTY MAJOR ARTERIAL
(M6D) 120' R.O.W. MINIMUM
(6 LANES OR 2 LANES BY OWNER PURSUANT TO S 1.3)
OFF PROPERTY MAJOR ARTERIAL
(M6D) 120' R.O.W. MINIMUM
ON-PROPERTY MAJOR ARTERIAL
(M6D) 120' R.O.W. MINIMUM
(2 LANES BY OWNER)
PRINCIPAL ARTERIAL
(P6D) 130' R.O.W. MINIMUM
Note:
Road alignments shown are approximate
Trinity Falls
McKinney E.T.J.
Collin County, Texas
Exhibit C-3 Concept Plan-Thoroughfare Plan
GRAPHIC SCALE 1"=1000'
DATE: 10-05-2016
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CR 206
CR 204
CR 227
(Future Hardin Boulevard)
CR 281
CR 205
CR 228
CR 202
FM 543
Trinity Falls Parkway
East Fork Trinity River
100' Overhead Powerline Easement
Legend
OFF PROPERTY GREENWAY ARTERIAL
(G4D) 120' R.O.W. MINIMUM
(2 LANES OR 4 LANES BY OWNER PURSUANT TO 5.1.3)
ON PROPERTY GREENWAY ARTERIAL
(G4D) 120' R.O.W. MINIMUM
(4 LANES BY OWNER)
ON PROPERTY GREENWAY ARTERIAL
(G4D) 120' R.O.W. MINIMUM
(2 LANES BY OWNER)
OFF PROPERTY GREENWAY ARTERIAL
(G4D) 120' R.O.W. MINIMUM
OFF PROPERTY MAJOR ARTERIAL
(M6D) 120' R.O.W. MINIMUM
(6 LANES OR 4 LANES BY OWNER PURSUANT TO 5.1.3)
OFF PROPERTY MAJOR ARTERIAL
(M6D) 120' R.O.W. MINIMUM
(6 LANES OR 4 LANES BY OWNER PURSUANT TO 5.1.3)
OFF PROPERTY MAJOR ARTERIAL
(M6D) 120' R.O.W. MINIMUM
ON-PROPERTY MAJOR ARTERIAL
(M6D) 120' R.O.W. MINIMUM
(2 LANES BY OWNER)
PRINCIPAL ARTERIAL
(P6D) 130' R.O.W. MINIMUM
Note
Road alignments shown are approximate
Trinity Falls
McKinney E.T.J.
Collin County, Texas
Exhibit C-3A Concept Plan Alternate -Thoroughfare Plan
GRAPHIC SCALE: 1800'
DATE: 10-05-2016
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CR 281
CR 206
Trinity Falls Parkway
CR 281
CR 208
100' Overhead Powerline Easement
Future Hardin Boulevard)
CR 206
Cemetery
CR 228
CR 279
Melissa Rd
Trinity Falls Parkway
East Park
7
6
5
4
3
2
1
75
No Median Islands Included in Trinity Falls Park
FM 543
Existing Elec Substation
CR 202
Future 543 Connector
121
75
Legend
Trinity Falls Park
Drainage & Open Space
Non-Park Areas
Road
Park Area
0
Note
Road alignments shown are approximate
Trinity Falls
McKinney E T J.
Collin County, Texas
Exhibit C-4 Concept Plan- Trinity Falls Park Phasing
GRAPHIC SCALE 1:60
DATE: 10-05-2016
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CR 281
CR 206
Trinity Falls Parkway
CR 281
CR 206
100' Overhead Powerline Easement
CR 227
(Future Hardin Boulevard)
CR 208
Cemetery
CR 228
CR 279
Melissa Rd
East Fork Trinity River
Trinity Falls Trail
CR 277
75
7
6
5
4
3
2
1
No Median Islands Included in Trinity Falls Park
FM 543
Existing Elec Substation
CR 202
FM 543
Future FM 543 Connector
121
75
Legend
Trinity Falls Park
Drainage & Open Space
Non-Park Areas
Road
Park Area
0
Note
Road alignments shown are approximate
Trinity Falls
McKinney E.T.J.
Collin County, Texas
Exhibit C-4A Concept Plan Alternate- Trinity Falls Park Phasing
GRAPHIC SCALE 1"=1000'
DATE 10-05-2016
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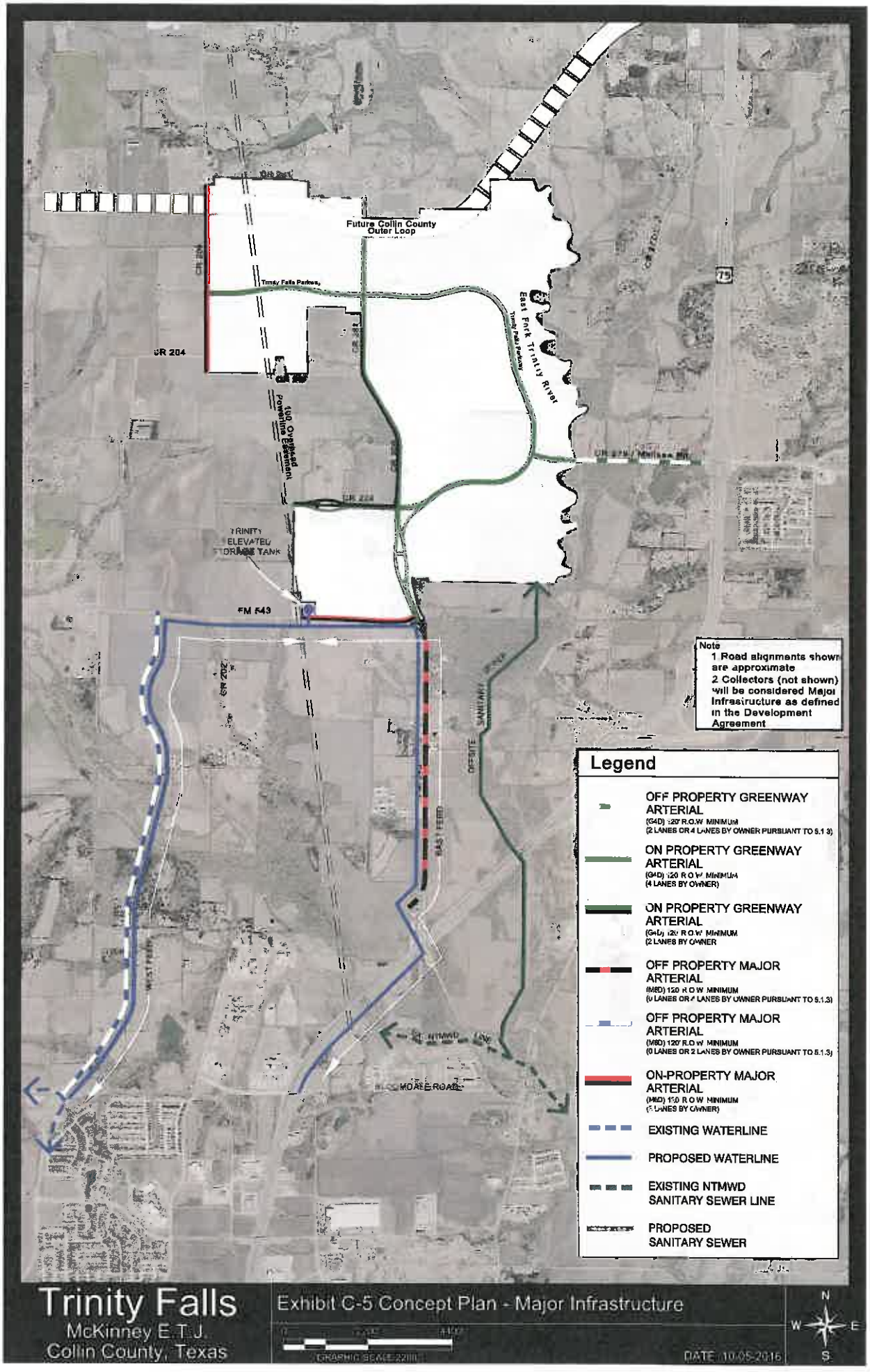

Future Collin County Outer Loop
Trinity Falls Parkway
East Fork Trinity River
CR 204
150 Overhead Powerline Easement
CR 224
TRINITY ELEVATED STORAGE TANK
FM 543
CR 202
OFFSITE SANITARY
EAST FORK
WEST FORK
MOORE ROAD
75
Note
1 Road alignments shown are approximate
2 Collectors (not shown) will be considered Major Infrastructure as defined in the Development Agreement
Legend
OFF PROPERTY GREENWAY ARTERIAL
(G4D) 120' R.O.W. MINIMUM
(2 LANES OR 4 LANES BY OWNER PURSUANT TO 5.1.3)
ON PROPERTY GREENWAY ARTERIAL
(G4D) 120' R.O.W. MINIMUM
(4 LANES BY OWNER)
ON PROPERTY GREENWAY ARTERIAL
(G4D) 120' R.O.W. MINIMUM
(2 LANES BY OWNER
OFF PROPERTY MAJOR ARTERIAL
(M6D) 120' R.O.W. MINIMUM
(6 LANES OR 4 LANES BY OWNER PURSUANT TO 5.1.3)
OFF PROPERTY MAJOR ARTERIAL
(M6D) 120' R.O.W. MINIMUM
(6 LANES OR 2 LANES BY OWNER PURSUANT TO 5.1.3)
ON-PROPERTY MAJOR ARTERIAL
(M6D) 120' R.O.W. MINIMUM
(6 LANES BY OWNER)
EXISTING WATERLINE
PROPOSED WATERLINE
EXISTING NTMWD SANITARY SEWER LINE
PROPOSED SANITARY SEWER
Trinity Falls
McKinney E.T.J.
Collin County, Texas
Exhibit C-5 Concept Plan - Major Infrastructure
GRAPHIC SCALE: 2200
DATE: 10-05-2016
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EXHIBIT "D"

City Ordinances

1. With respect to the area within the Trinity River floodplain generally identified on Exhibit D-1 attached hereto, Chapter 130 "Land Development Regulations – General" of the City of McKinney Code of Ordinances shall apply to floodplain reclamation only as it is in effect as of the Effective Date and for a period of twenty-four (24) months thereafter without amendment except as is required due to applicable state or federal regulations.

2. Chapter 110 "Utilities" of the City of McKinney Code of Ordinances.

3. Chapter 130 "Land Development Regulations – General" of the City of McKinney Code of Ordinances.

4. The provisions of the City of McKinney Street Design Manual, save and except Section 8.5, Shared Bike Lanes, which Section 8.5 will not apply to any streets or thoroughfares within or adjacent to the Property and any future property annexed into the MUDs under the provisions of Section 12.18.6 of the Development Agreement.

EXHIBIT "E"

Certified Inspectors

EXHIBIT E

Inspections

The construction observation and inspection service provider (Provider) shall provide inspector(s) throughout the entire process for installation and construction of all public infrastructure and improvements performed by others (Contractors), including infrastructure and improvements related to water, wastewater, storm drainage, and street pavement related to the Trinity Falls project (the Project), whether onsite or offsite. The observation and inspections shall be performed on behalf of the District, the Owner, and the City. Inspectors shall be experienced and qualified, and shall be certified or licensed when appropriate. Inspectors shall observe all testing requirements/operations. The observation and inspection services will, in general, be performed "fulltime," meaning in general 40 hours per week while construction activity requiring observation, inspection, and reporting is occurring. They will also be available (onsite) for after-hours construction activities (5:30 p.m. to 7:30 a.m.) if given 24 hour notice by the Owner and/or Contractor. They shall also be available for weekend inspections, if given notice by 4:30 p.m. on the Thursday prior to the upcoming weekend. The Owner and/or Contractor shall provide a minimum of a 24 hour notice for all planned testing activities (other than weekends and/or after hours construction activities) if conducted during regular (normal) working hours (7:30 a.m. to 5:30 p.m.).

The Provider shall observe and inspect the work for compliance with the contract documents. The Provider shall notify the contractor immediately if any work is being performed that is not in compliance with the plans and specifications and instruct the contractor to correct the non compliant items. If the contractor refuses to correct the non compliant work the Provider shall have the authority to stop the work immediately. The Provider shall follow all City of McKinney standard inspection procedures, except when different than the standards in this agreement. In that case the more stringent requirement shall apply. Provider shall report directly to the Chief Construction Inspector for the City of McKinney.

If the Provider observes any unsafe practice the Provider shall immediately notify the contractor and require that the unsafe practice cease immediately.

The Provider shall maintain orderly files and records, and provide daily reports to the District's engineer, the Owner, and the City for all activities which detail their observations, recommendations, conversations, and other communications. The daily reports shall be organized and provided on a weekly basis on a

form provided by, or acceptable to the District's engineer, the Owner, and the City. Generally, the reports shall document weather conditions, project conditions, work performed, inspector's hours on site, contractor's hours on site, job site visitors observed, items of work completed or underway, daily activities and observations in general, and more detailed activities and observations in the case of test procedures performed or in the case of work that may be disproved or rejected. The Provider shall obtain and review all testing reports and certificates of compliance performed and provided by others and provide written objections and/or concerns to the District's engineer, the Owner, the City, and the Contractor within 24 hours of receipt. Provider shall report immediately to the City and Owner the occurrence of any accident observed, and to the Owner, the District's engineer, and the City of any unanticipated project conditions. The Provider shall prepare "punch lists" upon substantial completion of the work until the District's engineer, the Owner, and the City believe the work is in general conformance with the contract documents.

The above shall be considered *minimum* inspection requirements and additional inspection time shall be provided depending on the level of activity and needs. One of the intents of these requirements to assist the Owner, the District and the District's engineer in satisfying the TCEQ requirements of determining if work performed by others within a district that will be subject to or eligible for reimbursement of cost through the sale of bonds, is performed in accordance with the contract documents and specifications, and to satisfy the City's requirements that enable it to approve and accept all work that are subject to the City's approval, acceptance, and release of building permits.

The Provider shall include on its staff, or as a responsible sub-consultant, an engineer registered in the State of Texas that is capable of and agrees to be responsible for providing a TCEQ Engineer's Certificate of Completion of Water District Project upon completion of the work. An example of the form is attached.

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
01/17/2017 11:25:36 AM
$158.00 CJAMAL
20170117000067090

COLLIN COUNTY, TEXAS
STACEY KEMP
2300 Bloomdale Rd, Suite 2104
McKinney, TX 75071
Phone: 972-548-4185

STACEY KEMP

COUNTY CLERK

Receipt for Services

Cashier CJAMAL **Batch #** 1465182

Customer CITY OF MCKINNEY
PO BOX 517
MC KINNEY, TX 75070

Date: 01/17/2017 **Time:** 11:25:36AM

Date	Instrument No	Document Type	Transaction Type	GF Number	Pg/Amt
1/17/2017 11:25:36AM	20170117000067090	AM			34
		AM		Total:	158.00
		Fee Total:			158.00
CASH					158.00
			Payment Total:		158.00

20140227000184320 02/27/2014 01:21:36 PM AM 1/30

FIRST AMENDMENT TO 2012 DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO 2012 DEVELOPMENT AGREEMENT (this "First Amendment") is executed between CH-B Trinity Falls, LP, a Texas limited partnership ("Owner") and the City of McKinney, Texas (the "City") to be effective 2/27, 2014 (the "Effective Date"). The Owner and the City are sometimes herein referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. WHEREAS, Parties entered into that certain *2012 Development Agreement* effective December 4, 2012, recorded in the real property records of Collin County on January 16, 2013, as document 3013116000067920 (the "2012 Agreement"); and

B. WHEREAS, the Parties desire to amend the 2012 Agreement as reflected in this First Amendment; and

C. WHEREAS, in the event of any conflict or inconsistency between this First Amendment and the 2012 Agreement, the provisions and intent of this First Amendment shall control; and

D. WHEREAS, except as amended by this First Amendment, the Parties intend that the 2012 Agreement shall remain in full force and effect; and

E. WHEREAS, terms used in this First Amendment that have their initial letter capitalized but which are not defined in the First Amendment shall have the meanings given to such terms in the 2012 Agreement.

NOW THEREFORE, FOR AND IN CONSIDERATION FOR THE MUTUAL OBLIGATIONS OF THE PARTIES SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Section 3.2 of the 2012 Agreement is replaced in its entirety by the following:

> 3.2 Plat Approval. Subdivision of the Property shall require approval of preliminary and final plats (including Record Plats) by the City in accordance with the Governing Regulations, Section 2.3 above and this Agreement. Screening and buffering requirements and any correlative construction and installation of improvements shall be deferred for a period of three (3) months after approval of any final or Record Plat. NOTWITHSTANDING THE FOREGOING, UNLESS EXPRESSLY WAIVED BY THE CITY AND EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.3, IT SHALL BE A CONDITION TO ACCEPTANCE BY THE CITY, AS WELL AS A REQUIREMENT FOR COMPLETENESS, OF ANY APPLICATION FOR A PRELIMINARY PLAT OR FINAL PLAT OF ANY PORTION OF THE PROPERTY THAT NONE OF THE DEFAULTS DESCRIBED BELOW SHALL EXIST AS OF THE FILING DATES FOR SUCH APPLICATIONS. THE EXISTENCE OF ANY OF SUCH DEFAULTS SHALL NOT, HOWEVER, AFFECT IN ANY WAY THE

OBLIGATION OF THE CITY TO CONTINUE TO PROCESS APPLICATIONS FOR PRELIMINARY PLATS AND FINAL PLATS THAT WERE FILED PRIOR TO THE OCCURRENCE OF SUCH DEFAULTS.

(a) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO MAINTAIN ROADWAY PUBLIC INFRASTRUCTURE AS REQUIRED BY SECTION 5.1.4 OF THIS AGREEMENT.

(b) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO INSTALL OR CONSTRUCT SCREENING AND BUFFERING IMPROVEMENTS OR MATERIAL AS REQUIRED BY SECTION 3.2 OF THIS AGREEMENT.

(c) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO MAINTAIN DRAINAGE PUBLIC INFRASTRUCTURE AS REQUIRED BY SECTION 5.1.4 OF THIS AGREEMENT.

(d) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO CONSTRUCT AND CONVEY A NEIGHBORHOOD PARK AS AND WHEN REQUIRED BY EXHIBIT G OF THIS AGREEMENT.

(e) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO MAINTAIN THE TRINITY RIVER COMMON AREA AS REQUIRED BY EXHIBIT G OF THIS AGREEMENT.

(f) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE PAYMENT OF THE PARK FEE FUNDS AS REQUIRED BY EXHIBIT G OF THIS AGREEMENT.

(g) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO PROVIDE POLICE SERVICES AS REQUIRED BY SECTION 3.8.1 OF THIS AGREEMENT.

(h) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO CONSTRUCT AND MAINTAIN MAJOR INFRASTRUCTURE AS REQUIRED BY SECTION 10.3 OF THIS AGREEMENT.

(i) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION (IF APPLICABLE) TO BEGIN CONSTRUCTION OF A FIRE SERVICES FACILITY AS REQUIRED BY SECTION 3.8.3 OF THIS AGREEMENT.

(j) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION (IF APPLICABLE) TO COMPLETE CONSTRUCTION OF A FIRE SERVICES FACILITY AND CAUSE SUCH FACILITY TO OPERATIONAL AS REQUIRED BY SECTION 3.8.2 OF THIS AGREEMENT.

(k) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO FUND THE COST OF FIRE FIGHTING PERSONNEL AS REQUIRED BY SECTION 3.8.2 OF THIS AGREEMENT.

(l) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO CONVEY THE SCHOOL SITES PURSUANT TO THE MISD AGREEMENT DESCRIBED IN SECTION 7.5 OF THIS AGREEMENT.

(m) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO MAKE ANY PAYMENTS TO THE MISD PURSUANT TO THE MISD AGREEMENT DESCRIBED IN SECTION 7.5 OF THIS AGREEMENT.

2. Section 3.7 of the 2012 Agreement is replaced in its entirety by the following:

3.7 Inspection by the City. The City shall have the right to inspect, from time to time, the construction of any Public Infrastructure and any Structure. If the City determines that any Public Infrastructure or Structure is not being constructed in compliance with the Governing Regulations and the contractor or builder fails to correct the non-compliance within a reasonable period of time after notice thereof, the City shall have the right to enforce compliance and to stop new work on the Public Infrastructure or Structure by the issuance of "stop work order" until the non-compliance is corrected to the reasonable satisfaction of the City. Nothing in this Section 3.7 is intended to obligate the City to perform any inspections of Public Infrastructure or any Structure or to create any liability of the City to determine whether Public Infrastructure or any Structure is constructed in accordance with the Governing Regulations.

Section 3.8 of the 2012 Agreement is replaced in its entirety by the following:

3.8 Termination of Certified Inspectors. The City and the District each shall have the right to terminate any Certified Inspector for failure to properly perform any duty required by this Agreement or for failure to provide inspection reports or monthly status reports as required by this Agreement, if such failure is not cured by the Certified Inspector within ten (10) days after receipt of written notice from either the City or the District with copy thereof to the other. Upon any such termination, the City, at its option, may allow the use of another Certified Inspector or may elect to perform some or all of the duties reserved to Certified Inspectors by this Article III. If the City elects to perform any of those duties, such duties shall be performed (and reports provided to the District) in the same manner as would be applicable to the Certified Inspectors, and the actual, reasonable costs and expenses paid or incurred by the City in performing the duties shall be paid by the contractor or builder (or by the owner of the property on which the work is being performed). Nothing in this Section 3.8 is intended to obligate the City to determine whether a Certified Inspector is performing its duties under this Agreement, to create any liability of the City with respect to the failure of a Certified Inspector to perform its duties under this Agreement, to obligate the City to perform any inspections of Public Infrastructure or any Structure or to create any liability of the City to determine whether Public Infrastructure or any Structure is constructed in accordance with the Governing Regulations.

3. Section 4.3 of the 2012 Agreement is replaced in its entirety by the following:

4.3 City Inspection Fees. Any inspections of Public Infrastructure or Structures pursuant to the City's inspection rights under Section 3.7 (in the event the City determines that any Public Infrastructure or Structure is not being constructed in accordance with the Governing Regulations) or under Section 3.8 (in the event the City terminates any Certified Inspector), shall be subject to the payment to the City of all reasonable costs and expenses paid or incurred by the City in performing the inspections (the "Inspection Fees"). Nothing in this Section 4.3 shall obligate the City to perform any inspections under Section 3.7, Section 3.8, or otherwise under any provision of the 2012 Agreement or this First Amendment.

4. Section 5.1.1.1.1 of the 2012 Agreement is replaced in its entirety by the following:

5.1.1.1.1 prior to the date of the request for the issuance of a building permit for the 1,900th Dwelling Unit, use its best efforts to implement the City's capital improvement plans to design, acquire easements for, construct, cause to be dedicated to and accepted by the City, and make operational, the "Bloomdale Pump Station" and the water lines required to deliver an adequate supply of water from the Bloomdale Pump Station to the north side of Bloomdale Road as shown on the City's Water Master Plan. Within 60 days after Owner's Notice to the City that at least 1,000 building permits have been issued, the City shall provide Notice to Owner of the City's ability and intentions with regards to the timing of construction of the Bloomdale Pump Station and associated infrastructure, including, but not limited to, the NTMWD facilities required to deliver water to the Bloomdale Pump Station;

Section 5.1.1.2.1, Section 5.1.1.2.2, and Section 5.1.1.2.3 of the 2012 Agreement are replaced in their entirety by the following:

5.1.1.2 At no cost to the City, Owner will cause the following to occur with respect to the water Public Infrastructure:

5.1.1.2.1 prior to the issuance of the 450th building permit for a Dwelling Unit, design, acquire easements for, construct, and tender for dedication to and acceptance by the City, the extension of the existing water line located in Hardin Boulevard north of Wilmeth Drive (the "West Feed"). The West Feed, including facilities and improvements related thereto, shall be extended to the north from its current terminus along the alignment of future Hardin Boulevard (as approved by the City) to FM 543, then east along FM 543 to the Property (see **Exhibit C-5** of the 2012 Agreement). The size of the West Feed shall be in accordance with the City's current Water Master Plan, or smaller if approved by the City Engineer. Notwithstanding the foregoing, however, Owner will design, acquire easements for, construct, and tender for dedication to and acceptance by the City of the West Feed within one-year after written notice is delivered by the City to Owner at any time after the 300th building permit has been issued for a Dwelling Unit. No permits for any Dwelling Unit shall be issued after the expiration of such one-year period unless the West Feed has been competed, dedicated, and accepted as described in this subsection;

5.1.1.2.2 prior to the issuance of a building permit for the 525th Dwelling Unit, design, acquire easements for, construct, and tender for dedication to and acceptance by the City, the elevated water storage facility designated as the "Trinity Elevated Storage Tank" on the City's current Water Master Plan and on **Exhibit C-5** of the 2012 Agreement (the "Trinity EST"). The size of the Trinity EST shall be in accordance with the City's Water Master Plan, or smaller, if approved by the City Engineer. Notwithstanding the foregoing, however, Owner will design, acquire easements for, construct, and tender for dedication to and acceptance by the City of the Trinity EST within two years after written notice is delivered by the City to Owner at any time after the City has delivered written notice with respect to the West Feed as provided in Subsection 5.1.1.2.1. No permits for any Dwelling Unit shall be issued after the

expiration of such two-year period unless the Trinity EST has been completed, dedicated, and accepted as described in this subsection;

5.1.1.2.3.1 subject to Section 5.1.1.4 below and provided the Bloomdale Pump Station is operating at such time, prior to the issuance of a building permit for the 1,900th Dwelling Unit, design, acquire easements for, construct, and tender for dedication to and acceptance by the City, the water distribution facilities designated as the "East Feed" on attached **Exhibit C-5** (including facilities and improvements related thereto, the "East Water Feed");

Section 5.1.2.1 of the 2012 Agreement is replaced in its entirety by the following:

5.1.2.1 As and when reasonably determined by the City, if at all, the City shall design, acquire easements for, construct, and cause to be dedicated to and accepted by the City, all upgrades and expansions to the City's off-Property sewer Public Infrastructure (excluding sewer Public Infrastructure described as Owner's responsibility under Section 5.1.2.2) to the extent necessary to provide uninterrupted, equitable and uniform sanitary sewer service to the Property.

Exhibit C-1 to the 2012 Agreement is replaced in its entirety by **Exhibit C-1** to this First Amendment; Exhibit L to the 2012 Agreement is replaced in its entirety by **Exhibit L** to this First Amendment; and Section 12.18.1 of the 2012 Agreement is replaced in its entirety by the following:

12.18.1 CCOL Deed. Owner agrees to convey two tracts within the Property totaling approximately 84.8 acres of land near the northern boundary of the Property as depicted on the Concept Plan Land Use Plan attached as **Exhibit C-1** to this First Amendment (the "CCOL ROW") for the future construction of the Collin County Outer Loop (the "CCOL") by the City, Collin County, or other entity or governmental agency (the "CCOL Agency"). Prior to the Effective Date of this First Amendment, Owner delivered to a third-party escrow agent approved by Owner and the City (the "Escrow Agent") a special warranty deed (the "CCOL Deed"), a copy of which is attached as **Exhibit L** to this First Amendment, conveying to the City fee simple title to the CCOL ROW: (1) free of monetary liens and monetary encumbrances; (2) subject to all matters of record that affect the CCOL ROW as of the date of this Agreement; and (3) subject to a perpetual easement reserving to Owner and its successors the right to locate, construct, install, maintain, replace, and repair water, sanitary sewer, and drainage facilities over, under, and across the CCOL ROW, provided that such easement and any facilities shall be expressly limited to only those areas wherein such easement and facilities conform to applicable City of McKinney ordinances and which do not conflict with the design and construction of the Collin County Outer Loop. The Parties acknowledge that the legal description of the CCOL ROW contained in the CCOL Deed reflects an alignment preferred by Owner and supported by the City but which may vary from other alignments that have been considered by Collin County from time to time. The City will use its best efforts to cause Collin County to take official action approving a CCOL alignment that conforms to the alignment reflected by the CCOL Deed. Owner shall not take an adverse

position to any actions sought by the City in approving the alignment reflected in the CCOL Deed.

Exhibit M to the 2012 Agreement is replaced in its entirety by **Exhibit M** to this First Amendment; and Section 12.18.2 of the 2012 Agreement is replaced in its entirety by the following:

12.18.2 Escrow Instructions. Delivery of the CCOL Deed to the Escrow Agent was accompanied by written escrow instructions approved by Owner and the City (the "Escrow Instructions"), a copy of which is attached as **Exhibit M** to this First Amendment, that set forth the conditions upon which the CCOL Deed will be delivered to the City or returned to Owner. The Escrow Instructions shall provide that the CCOL Deed will be delivered to the City not earlier than 30 days after the CCOL Agency certifies in writing to Owner, the City, and the Escrow Agent that the CCOL Agency: (a) has approved and has immediately available funds to pay for the construction of the CCOL or portion thereof that includes the CCOL ROW, including an intersection of the CCOL with future Hardin Boulevard; (b) has opened the bids and awarded the contract for such construction; and (c) is prepared to give the selected contractor a "Notice to Proceed" subject only to the availability of the CCOL ROW. The Escrow Instructions also provide that the CCOL Deed may be returned to Owner with the written consent of the City and shall be returned to Owner not earlier than 30 days after Owner certifies in writing to the City, the CCOL Agency, and the Escrow Agent that one or more of the following has occurred: (A) construction of permanent improvements (including, but not limited to, infrastructure) has commenced on property in the vicinity of the Property that effectively prevents use of the CCOL ROW as part of the CCOL; (B) the CCOL Agency has awarded a contract for the construction of the CCOL based on an alignment that differs materially from the CCOL ROW or that does not include an intersection of the CCOL with future Hardin Boulevard; (C) the CCOL has been abandoned by order of the CCOL Agency; or (D) the conditions required to deliver the CCOL Deed to the City have not been satisfied within 40 years after the Effective Date of this Agreement. During the period that the CCOL Deed is being held by the Escrow Agent, Owner may use the CCOL ROW in accordance with the easements described above and as approved by the City. If the CCOL Deed is returned to Owner for any reason, Owner shall have no continuing obligations to provide right-of-way for or related to the CCOL, and the CCOL ROW can be developed in accordance with the Alternative Concept Plan Land Use Plan attached as **Exhibit C-1A** to the 2012 Agreement.

Exhibit C-1 to the 2012 Agreement is replaced in its entirety by **Exhibit C-1** to this First Amendment; and Section 12.18.3 of the 2012 Agreement is replaced in its entirety by the following:

12.18.3 Reserved Land. Owner agrees to reserve for development approximately 36 acres north of and adjacent to the CCOL ROW between future Hardin Boulevard and CR 281 as depicted on the Concept Plan Land Use Plan attached as **Exhibit C-1** to this First Amendment (the "Reserved Land"). If the CCOL Deed is returned to Owner as provided in Subsection 12.18.2, the reservation described herein terminates, and the

Reserved Land can be developed in accordance with the Alternative Concept Plan Land Use Plan attached as **Exhibit C-1A** to the 2012 Agreement.

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SIGNTURE PAGES AND FIRST AMENDMENT EXHIBITS TO FOLLOW

ATTEST:

Name:
Title: City Secretary

City of McKinney, Texas

Name:
Title:
Date:

By Rob Daake, Deputy City Manager and authorized signatory

APPROVED AS TO FORM ~~AND LEGALITY~~

Name:
Title: City Attorney

By Mark Houser, City Attorney and authorized signatory

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 27th day of February, 2014, by Rob Daake, Deputy City Manager of the City of McKinney, Texas, on behalf of said city.

BLANCA I. GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. April 18, 2016

Notary Public, State of Texas

CH-B Trinity Falls, LP,
a Texas limited partnership

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

By: _____
Leisha Ehlert, Vice President

Date: 2/11/14

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me on the 11th day of February, 2014, by Leisha Ehlert, Vice President of CH-B Trinity Falls GP, LLC, a Delaware limited liability company, the general partner of CH-B Trinity Falls, LP, a Texas limited partnership, on behalf of said limited partnership.

NAOMI M. MICHAUD
Notary Public
STATE OF TEXAS
My Comm. Exp. September 19, 2017

Naomi M. Michaud
Notary Public, State of Texas

Exhibit C-1 to First Amendment
Revised Concept Plan – Land Use dated June 3, 2013

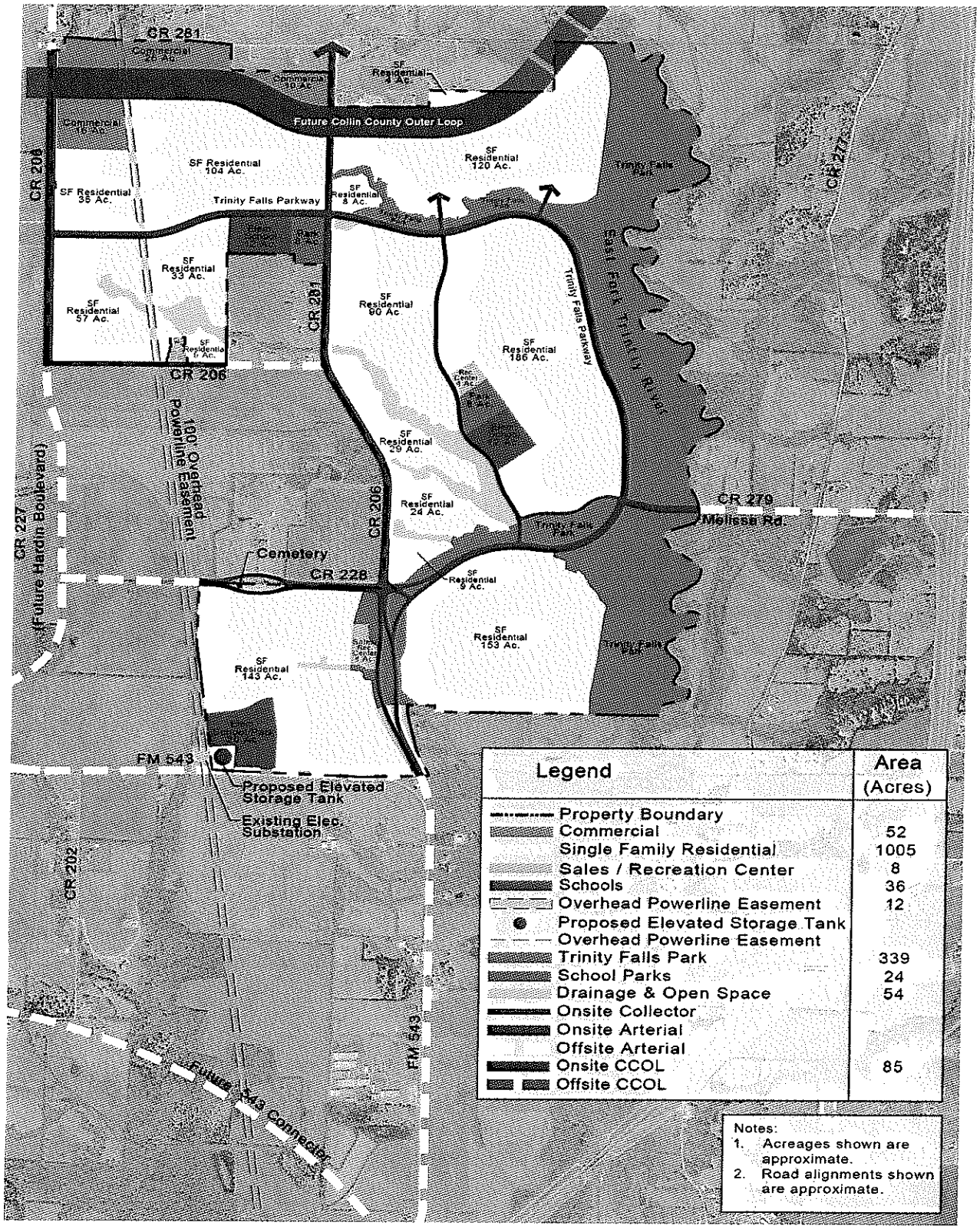


Exhibit L to First Amendment
Executed CCOL Deed

Exhibit L

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

COUNTY OF COLLIN

CH-B TRINITY FALLS, LP, a Texas limited partnership ("Grantor"), in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration to Grantor, cash in hand paid by the CITY OF MCKINNEY, TEXAS, a home rule municipality ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, whose address is 222 N. Tennessee Street, McKinney, Texas 75069, that certain parcel of land located in Collin County, Texas and more particularly described in **Exhibit A** attached hereto and made a part hereof for all purposes, together with (i) all of the improvements, if any, located thereon, (ii) all and singular the rights, easements and appurtenances pertaining thereto, (iii) all right, title and interest of Grantor in and to any and all roads, easements and appurtenances pertaining thereto, (iii) all right, title and interest of Grantor in and to any and all roads, easements, alleys, streets, and rights-of-way bounding the above described land, together with all rights of ingress and egress unto the above described land, (iv) stripes or gores, if any, between the above described land and abutting properties, and (v) any and all oil, gas and minerals lying under, in, on, or about or constituting a part of the above described land (collectively, the **"Property"**); subject to, however, those exceptions and encumbrances described on **Exhibit B**, attached hereto and made a part hereof for all purposes (the **"Permitted Exceptions"**).

TO HAVE AND TO HOLD the Property, together with any and all rights and appurtenances thereto in anywise belonging to Grantor, subject to the Permitted Exceptions, unto the said Grantee, its successors and assigns FOREVER, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

Anything to the contrary contained herein notwithstanding, Grantor expressly reserves to itself and its successors and assigns a perpetual easement to locate, construct, install, maintain, replace and repair water, sanitary sewer and drainage facilities over, under and across the Property; however such easement and any facilities shall be expressly limited to only those areas

wherein such easement and facilities conform to applicable City of McKinney ordinances and which do not conflict with the design and construction of the Collin County Outer Loop.

This Special Warranty Deed has been executed by Grantor to be effective on the _____ day of _____, 20____.

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

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

By: _____
Leisha Ehlert, Vice President

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 12th day of February, 2014, by Leisha Ehlert, Vice President of CH-B Trinity Falls GP, LLC, a Delaware limited liability company, the General Partner of CH-B Trinity Falls, LP, a Texas limited partnership, for an on behalf of said limited partnership.

MARGRET VAN ALLEN
Notary Public
STATE OF TEXAS
My Comm. Exp. August 30, 2016

_____
NOTARY PUBLIC - STATE OF TEXAS

PREPARED IN THE OFFICE OF:

Abernathy, Roeder, Boyd & Joplin, P.C.
1700 Redbud Boulevard, Suite 300
McKinney, Texas 75069

AFTER RECORDING, RETURN TO:

The City of McKinney, Texas
222 N. Tennessee Street
McKinney, Texas 75069

EXHIBIT A

Legal Description

LEGAL DESCRIPTION

PART 1 - 3.887 ACRES

BEING a tract of land situated in the Thomas Lindsey Survey, Abstract No. 521, Collin County, Texas and being part of a tract of land described as Tract 4 in Special Warranty Deed to CH-B Trinity Falls, L.P. recorded in Instrument No. 20120229000234690, Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for corner in the south line of a tract of land described in deed to John P. Walden, et ux recorded in Volume 551, Page 366, Land Records of Collin County, Texas and in County Road No. 282 (a generally recognized public road), at the northeast corner of a called 39.06 acre tract of land described in Special Warranty Deed with Vendor's Lien to Thomas M. Fris and wife, Lisa Price Fris recorded in Instrument No. 96-0104896, Land Records of Collin County, Texas and being the northwest corner of said Tract 4;

THENCE with the said south line of the Walden tract, South 89°11'59" East, a distance of 484.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 15°03'09", a radius of 3050.00 feet, a chord bearing and distance of South 37°22'58" West, 798.97 feet;

THENCE departing said south line, in a southwesterly direction, with said curve to the right, an arc distance of 801.28 feet to a 5/8" iron rod with plastic cap stamped "KHA" set in the east line of said Fris tract at the end of said curve;

THENCE with the said east line, North 0°05'19" East, a distance of 641.63 feet to the **POINT OF BEGINNING** and containing 3.887 acres or 169,314 square feet of land.

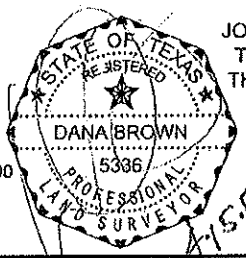
PART 2 - 80.914 ACRES

BEING a tract of land situated in the Thomas Lindsey Survey, Abstract No. 521, Thomas Bruce Survey, Abstract No. 103 and the John Larremore Survey, Abstract No. 530, Collin County, Texas and being part of a tract of land described as Tract 1 in Special Warranty Deed to CH-B Trinity Falls, L.P. recorded in Instrument No. 20120229000234690, Land Records of Collin County, Texas, and part of a called 1113.084 acre tract of land described in Special Warranty Deed to CH-B Trinity Falls, L.P. recorded in Instrument No. 20120229000234680, Land Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" iron rod found in the south line of a tract of land described in deed to John P. Walden, et ux recorded in Volume 551, Page 366, Land Records of Collin County, Texas and in County Road No. 282 (a generally recognized public road), being the northeast corner of a called 39.06 acre tract of land described in Special Warranty Deed with Vendor's Lien to Thomas M. Fris and wife, Lisa Price Fris recorded in Instrument No. 96-0104896, Land Records of Collin County, Texas and being the northwest corner of said Tract 4;

THENCE departing said County Road No. 282, with the said west line of Tract 4, South 0°05'19" West, a distance of 794.23 feet to a 3/8" iron rod found in the north line of said Tract 1 and being the southeast corner of said Fris tract;

THENCE with the said north line of Tract 1, North 89°20'27" West, a distance of 161.35 feet to a 5/8" iron rod with "KHA" cap set at the **POINT OF BEGINNING** and being the beginning of a non-tangent curve to the right having a central angle of 41°34'27", a radius of 3050.00 feet, a chord bearing and distance of South 69°50'53" West, 2164.87 feet;



DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com

3.887 ACRE & 80.914 ACRE TRACTS
JOHN LARREMORE SURVEY, ABSTRACT NO. 530
THOMAS BRUCE SURVEY, ABSTRACT NO. 103
THOMAS LINDSEY SURVEY, ABSTRACT NO. 521
COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3020

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAD	APR. 2013	068160000	1 OF 9

PLOTTED BY DUNN, STACY 4/19/2013 12:49 PM DWG NAME K:\DAL_SURVEY\068160000-TRINITY FALLS\DWG\EXHIBITS\BOUNDARY\068160000-TRINITY FALLS CCOL-1.DWG LAST SAVED

THENCE departing said north line, the following courses and distances:

In a southwesterly direction, with said curve to the right, an arc distance of 2,213.10 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve;

North 89°21'54" West, a distance of 1060.48 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 17°03'10", a radius of 3050.00 feet, a chord bearing and distance of North 80°50'18" West, 904.42 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 907.77 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve;

North 72°18'43" West, a distance of 1100.05 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 17°05'51", a radius of 2550.00 feet, a chord bearing and distance of North 80°51'39" West, 758.12 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 760.94 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve;

North 89°24'34" West, a distance of 1494.03 feet to a 5/8" iron rod with plastic cap stamped "KHA" set in the west line of said second reference CH-B Trinity Falls, L.P. tract and in County Road No. 206 (a generally recognized public road);

THENCE with said west line and along said County Road No. 206, North 0°50'11" West, a distance of 500.16 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

THENCE departing said west line, the following courses and distances:

South 89°24'34" East, a distance of 1506.49 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 17°05'51", a radius of 3050.00 feet, a chord bearing and distance of South 80°51'39" East, 906.77 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 910.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve;

South 72°18'43" East, a distance of 1100.05 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 15°15'18", a radius of 2550.00 feet, a chord bearing and distance of South 79°56'22" East, 676.94 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 678.94 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve and in the west line of a called 1.39 acre tract of land described in Special Warranty Deed to Calvin Jarrett and Karen Jarrett, recorded in Volume 5962, Page 3714, Land Records of Collin County, Texas and being in County Road No. 281 (a generally recognized public road);

THENCE with said west line of the Jarrett tract and along said county Road No. 281, South 0°40'36" West, a distance of 1.26 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the southwest corner of said Jarrett tract;

THENCE with the south line of said Jarrett tract and the north line of said Ch-B Trinity Falls, L.P. tract, South 89°21'54" East, at a distance of 231.22 feet, passing the southwest corner of a called 4.491 acre tract of land described in Special Warranty Deed to Gary Dale Littrell and wife Delores Ann Littrell, recorded in Instrument No. 20070905001235110, Land Records of Collin County, Texas, continuing with the south line of said Littrell tract, in all a total distance of 1290.73 feet to a 5/8" iron rod found at the southeast corner of said Littrell tract and an interior corner of said CH-B Trinity Falls, L.P. tract;

3.887 ACRE & 80.914 ACRE TRACTS
JOHN LARREMORE SURVEY, ABSTRACT NO. 530
THOMAS BRUCE SURVEY, ABSTRACT NO. 103
THOMAS LINDSEY SURVEY, ABSTRACT NO. 521
COLLIN COUNTY, TEXAS

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 101165-00
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	APR. 2013	068150000	2 OF 9

PLOTTED BY DUNN, STACY 4/11/2013 8:51 AM DWG NAME K:\DAL_SURVEY\068150000-TRINITY FALLS\DWG\EXHIBITS\BOUNDARY\068150000-TRINITY FALLS CCOL-1.DWG LAST SAVED

THENCE with the east line of said Littrell tract, North 0°11'31" West, a distance of 4.43 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 2°46'57", a radius of 2550.00 feet, a chord bearing and distance of North 85°52'02" East, 123.83 feet;

THENCE departing said east line, in a northeasterly direction, with said curve to the left, an arc distance of 123.84 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve and being in the south line of a called 1.071 acre tract of land described in Special Warranty Deed to Allan Littrell, recorded in Instrument No. 20090925001192830, Land Records of Collin County, Texas;

THENCE with the south line of said 1.071 acre tract, South 89°10'20" East, a distance of 59.10 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the southeast corner of said 1.071 acre tract;

THENCE with the east line of said 1.071 acre tract, North 0°11'36" West, a distance of 7.26 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 19°02'38", a radius of 2550.00 feet, a chord bearing and distance of North 73°37'09" East, 843.67 feet;

THENCE departing said east line of the 1.071 acre tract, in a northeasterly direction, with said curve to the left, an arc distance of 847.57 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve and being in the south line of said Fris tract;

THENCE with the south line of said Fris tract, South 89°20'27" East, a distance of 884.63 feet to the **POINT OF BEGINNING** and containing 80.914 acres or 3,524,607 square feet of land.

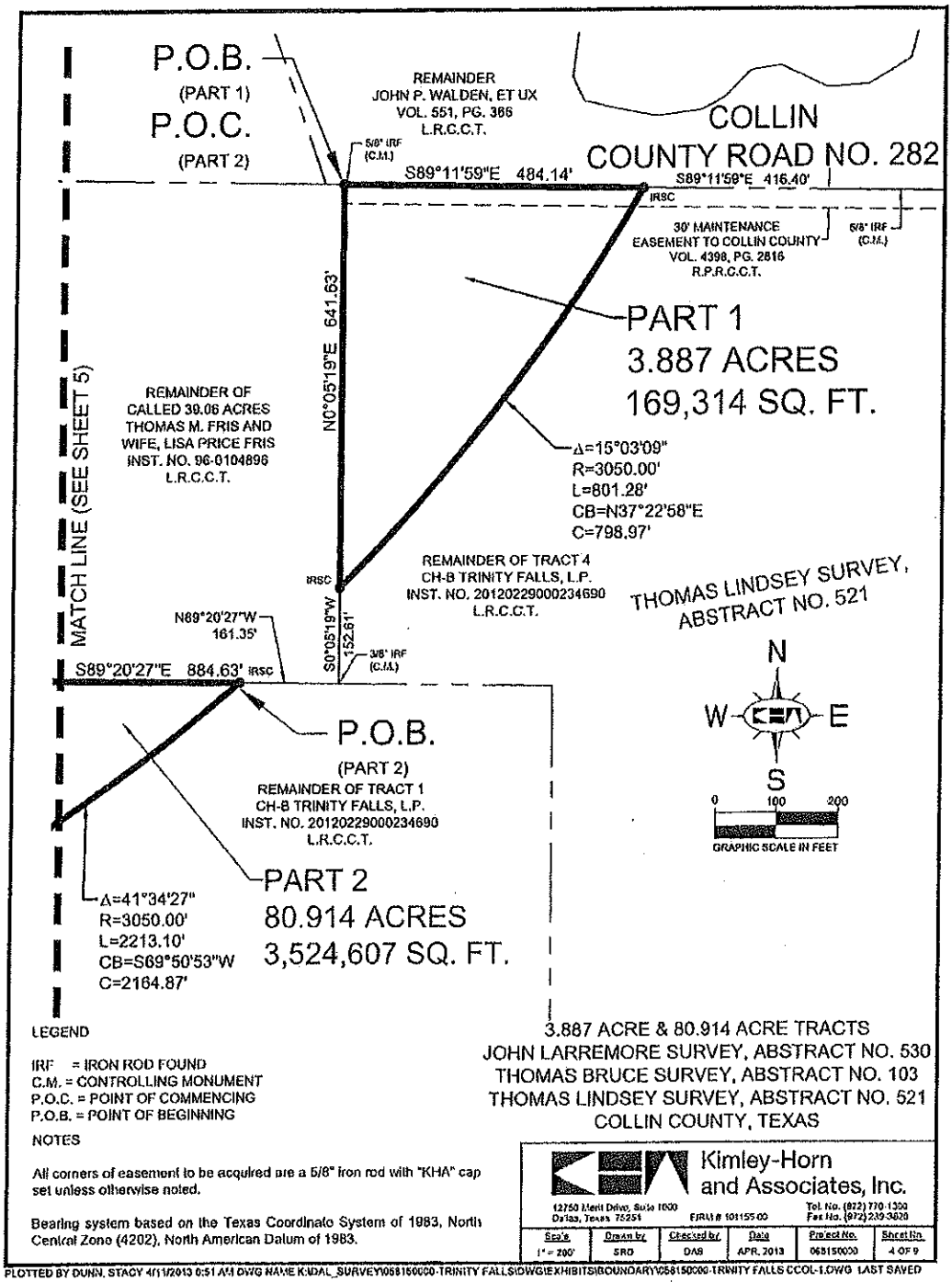
3.887 ACRE & 80.914 ACRE TRACTS
JOHN LARREMORE SURVEY, ABSTRACT NO. 530
THOMAS BRUCE SURVEY, ABSTRACT NO. 103
THOMAS LINDSEY SURVEY, ABSTRACT NO. 521
COLLIN COUNTY, TEXAS

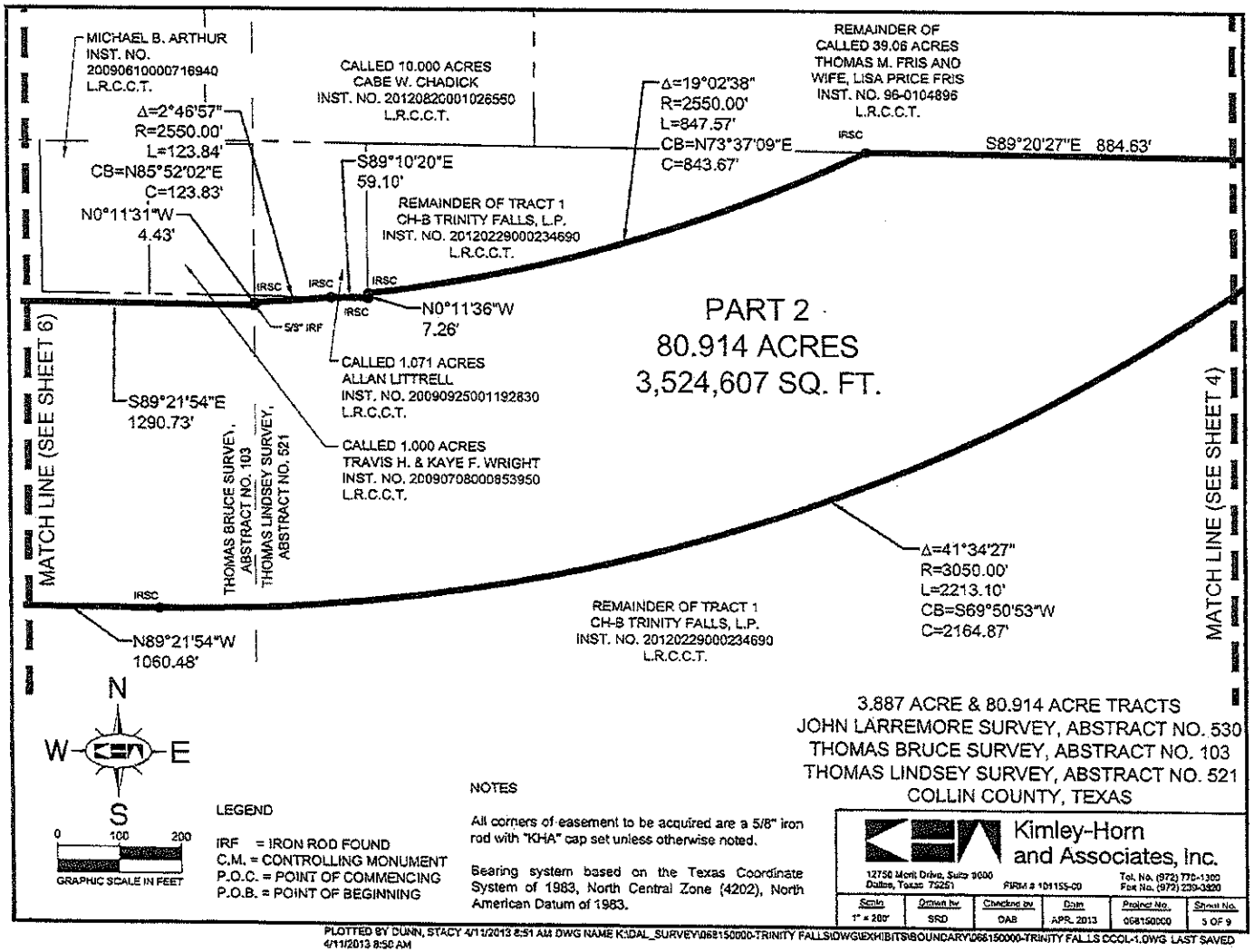
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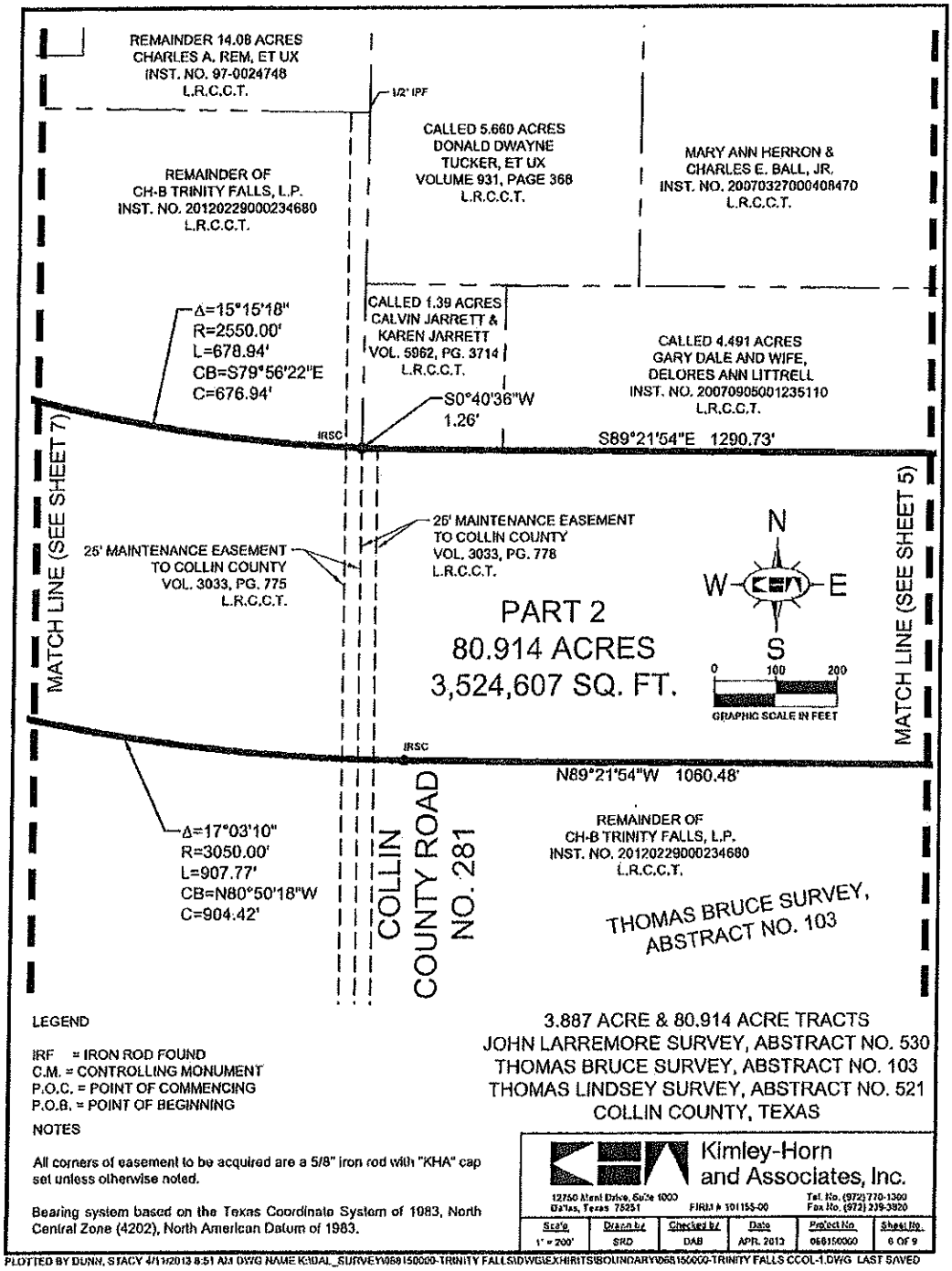
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 101155-00
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

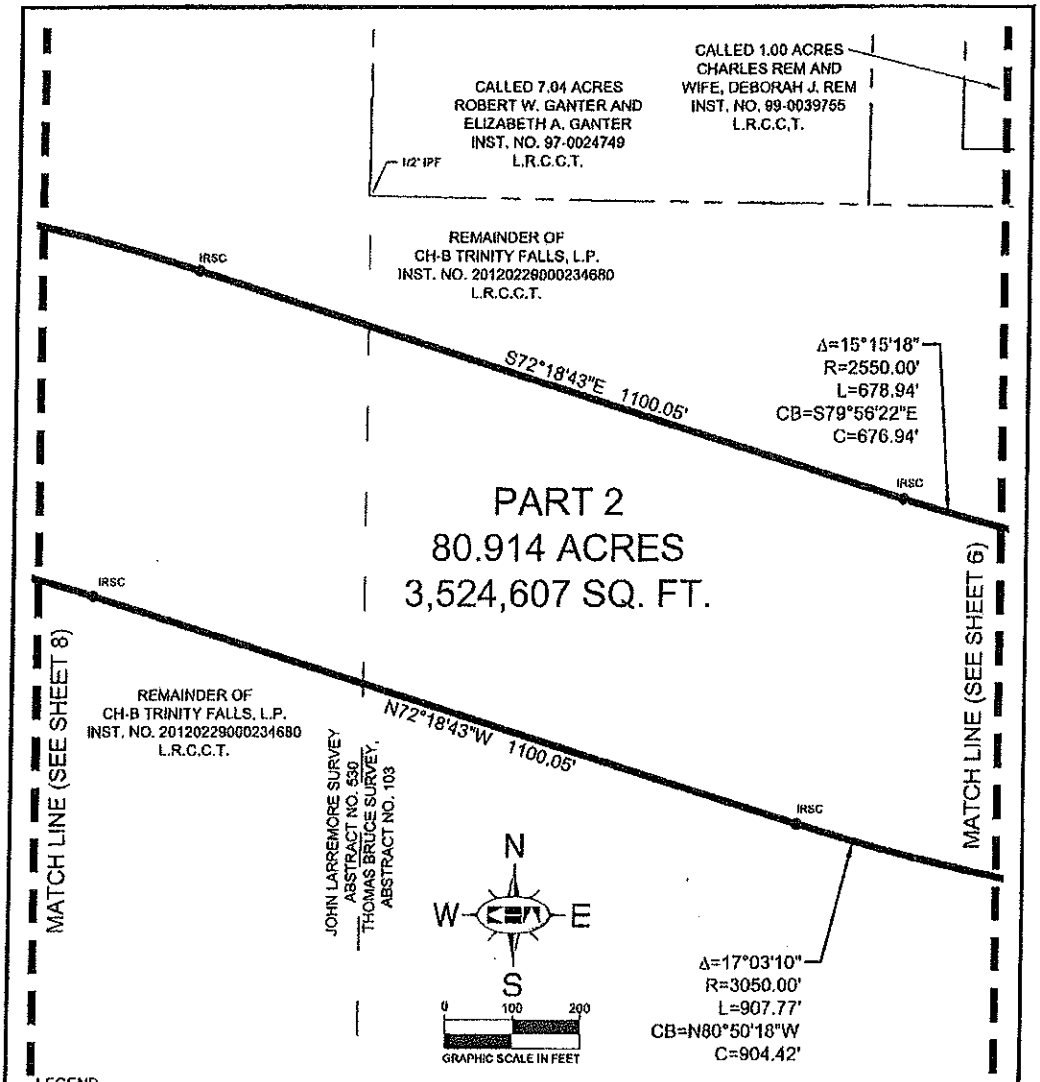
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRO	DAB	APR. 2013	068150000	3 OF 9

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P.O.B.
(PART 1)
P.O.C.
(PART 2)
REMAINDER
JOHN P. WALDEN, ET UX
VOL. 551, PG. 366
L.R.C.C.T.
5/8" IRF
(C.M.)
S89°11'59"E 484.14'
COLLIN
COUNTY ROAD NO. 282
S89°11'59"E 416.40'
IRSC
30' MAINTENANCE
EASEMENT TO COLLIN COUNTY
VOL. 4398, PG. 2816
R.P.R.C.C.T.
5/8" IRF
(C.M.)
PART 1
3.887 ACRES
169,314 SQ. FT.
N0°05'19"E 641.63'
REMAINDER OF
CALLED 39.06 ACRES
THOMAS M. FRIS AND
WIFE, LISA PRICE FRIS
INST. NO. 96-0104896
L.R.C.C.T.
Δ=15°03'09"
R=3050.00'
L=801.28'
CB=N37°22'58"E
C=798.97'
REMAINDER OF TRACT 4
CH-B TRINITY FALLS, L.P.
INST. NO. 20120229000234690
L.R.C.C.T.
THOMAS LINDSEY SURVEY,
ABSTRACT NO. 521
IRSC
N89°20'27"W
161.35'
S0°05'19"W
152.61'
3/8" IRF
(C.M.)
MATCH LINE (SEE SHEET 5)
S89°20'27"E 884.63' IRSC
N
W
E
S
0
100
200
GRAPHIC SCALE IN FEET
P.O.B.
(PART 2)
REMAINDER OF TRACT 1
CH-B TRINITY FALLS, L.P.
INST. NO. 20120229000234690
L.R.C.C.T.
PART 2
80.914 ACRES
3,524,607 SQ. FT.
Δ=41°34'27"
R=3050.00'
L=2213.10'
CB=S69°50'53"W
C=2164.87'
LEGEND
IRF = IRON ROD FOUND
C.M. = CONTROLLING MONUMENT
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
NOTES
All corners of easement to be acquired are a 5/8" iron rod with "KHA" cap set unless otherwise noted.
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.
3.887 ACRE & 80.914 ACRE TRACTS
JOHN LARREMORE SURVEY, ABSTRACT NO. 530
THOMAS BRUCE SURVEY, ABSTRACT NO. 103
THOMAS LINDSEY SURVEY, ABSTRACT NO. 521
COLLIN COUNTY, TEXAS
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel No. (972) 770-1300
Fax No. (972) 239-3820
FIRM # 101155-00
Scale 1" = 200'
Drawn by SRO
Checked by DAB
Date APR. 2013
Project No. 068150000
Sheet No 4 OF 9
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MICHAEL B. ARTHUR
INST. NO.
20090610000716940
L.R.C.C.T.
CALLED 10.000 ACRES
CABE W. CHADICK
INST. NO. 20120820001026550
L.R.C.C.T.
REMAINDER OF
CALLED 39.06 ACRES
THOMAS M. FRIS AND
WIFE, LISA PRICE FRIS
INST. NO. 96-0104896
L.R.C.C.T.
Δ=2°46'57"
R=2550.00'
L=123.84'
CB=N85°52'02"E
C=123.83'
N0°11'31"W
4.43'
S89°10'20"E
59.10'
REMAINDER OF TRACT 1
CH-B TRINITY FALLS, L.P.
INST. NO. 20120229000234690
L.R.C.C.T.
Δ=19°02'38"
R=2550.00'
L=847.57'
CB=N73°37'09"E
C=843.67'
S89°20'27"E 884.63'
IRSC
5/8" IRF
N0°11'36"W
7.26'
PART 2
80.914 ACRES
3,524,607 SQ. FT.
CALLED 1.071 ACRES
ALLAN LITTRELL
INST. NO. 20090925001192830
L.R.C.C.T.
CALLED 1.000 ACRES
TRAVIS H. & KAYE F. WRIGHT
INST. NO. 20090708000853950
L.R.C.C.T.
S89°21'54"E
1290.73'
MATCH LINE (SEE SHEET 6)
THOMAS BRUCE SURVEY,
ABSTRACT NO. 103
THOMAS LINDSEY SURVEY,
ABSTRACT NO. 521
Δ=41°34'27"
R=3050.00'
L=2213.10'
CB=S69°50'53"W
C=2164.87'
MATCH LINE (SEE SHEET 4)
N89°21'54"W
1060.48'
REMAINDER OF TRACT 1
CH-B TRINITY FALLS, L.P.
INST. NO. 20120229000234690
L.R.C.C.T.
N
W
E
S
0
100
200
GRAPHIC SCALE IN FEET
LEGEND
IRF = IRON ROD FOUND
C.M. = CONTROLLING MONUMENT
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
NOTES
All corners of easement to be acquired are a 5/8" iron rod with "KHA" cap set unless otherwise noted.
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.
3.887 ACRE & 80.914 ACRE TRACTS
JOHN LARREMORE SURVEY, ABSTRACT NO. 530
THOMAS BRUCE SURVEY, ABSTRACT NO. 103
THOMAS LINDSEY SURVEY, ABSTRACT NO. 521
COLLIN COUNTY, TEXAS
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel No. (972) 770-1300
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FIRM # 10115500
Scale 1" = 200'
Drawn by SRD
Checked by DAB
Date APR. 2013
Project No. 068150000
Sheet No. 5 OF 9
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4/11/2013 8:50 AM


REMAINDER 14.08 ACRES
CHARLES A. REM, ET UX
INST. NO. 97-0024748
L.R.C.C.T.
1/2" IPF
CALLED 5.660 ACRES
DONALD DWAYNE
TUCKER, ET UX
VOLUME 931, PAGE 368
L.R.C.C.T.
MARY ANN HERRON &
CHARLES E. BALL, JR.
INST. NO. 20070327000408470
L.R.C.C.T.
REMAINDER OF
CH-B TRINITY FALLS, L.P.
INST. NO. 20120229000234680
L.R.C.C.T.
Δ=15°15'18"
R=2550.00'
L=678.94'
CB=S79°56'22"E
C=676.94'
CALLED 1.39 ACRES
CALVIN JARRETT &
KAREN JARRETT
VOL. 5962, PG. 3714
L.R.C.C.T.
CALLED 4.491 ACRES
GARY DALE AND WIFE,
DELORES ANN LITTRELL
INST. NO. 20070905001235110
L.R.C.C.T.
S0°40'36"W
1.26'
IRSC
S89°21'54"E 1290.73'
MATCH LINE (SEE SHEET 7)
MATCH LINE (SEE SHEET 5)
25' MAINTENANCE EASEMENT
TO COLLIN COUNTY
VOL. 3033, PG. 775
L.R.C.C.T.
25' MAINTENANCE EASEMENT
TO COLLIN COUNTY
VOL. 3033, PG. 778
L.R.C.C.T.
PART 2
80.914 ACRES
3,524,607 SQ. FT.
N
W
E
S
0
100
200
GRAPHIC SCALE IN FEET
IRSC
N89°21'54"W 1060.48'
Δ=17°03'10"
R=3050.00'
L=907.77'
CB=N80°50'18"W
C=904.42'
COLLIN COUNTY ROAD NO. 281
REMAINDER OF
CH-B TRINITY FALLS, L.P.
INST. NO. 20120229000234680
L.R.C.C.T.
THOMAS BRUCE SURVEY,
ABSTRACT NO. 103
LEGEND
IRF = IRON ROD FOUND
C.M. = CONTROLLING MONUMENT
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
NOTES
All corners of easement to be acquired are a 5/8" iron rod with "KHA" cap set unless otherwise noted.
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.
3.887 ACRE & 80.914 ACRE TRACTS
JOHN LARREMORE SURVEY, ABSTRACT NO. 530
THOMAS BRUCE SURVEY, ABSTRACT NO. 103
THOMAS LINDSEY SURVEY, ABSTRACT NO. 521
COLLIN COUNTY, TEXAS
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 101155-00
Tel. No. (972) 770-1300
Fax No. (972) 239-3820
Scale: 1" = 200'
Drawn by: SRD
Checked by: DAB
Date: APR. 2013
Project No.: 068150000
Sheet No.: 6 OF 9
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LEGEND

IRF = IRON ROD FOUND
C.M. = CONTROLLING MONUMENT
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING

3.887 ACRE & 80.914 ACRE TRACTS
JOHN LARREMORE SURVEY, ABSTRACT NO. 530
THOMAS BRUCE SURVEY, ABSTRACT NO. 103
THOMAS LINDSEY SURVEY, ABSTRACT NO. 521
COLLIN COUNTY, TEXAS

NOTES

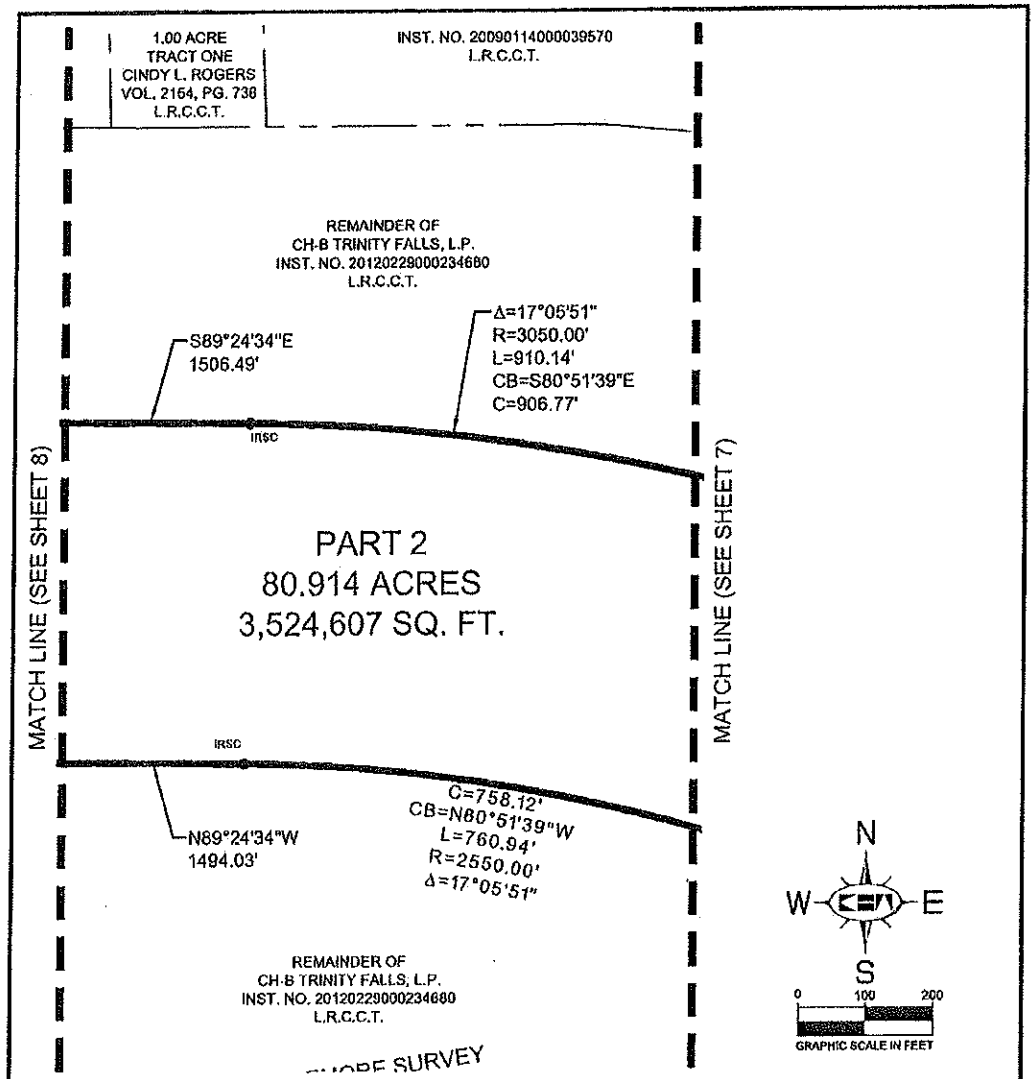
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 200'	SRD	DAB	APR. 2013	068160000	7 OF 9

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LEGEND

IRF = IRON ROD FOUND
C.M. = CONTROLLING MONUMENT
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING

NOTES

All corners of easement to be acquired are a 5/8" iron rod with "KHA" cap set unless otherwise noted.

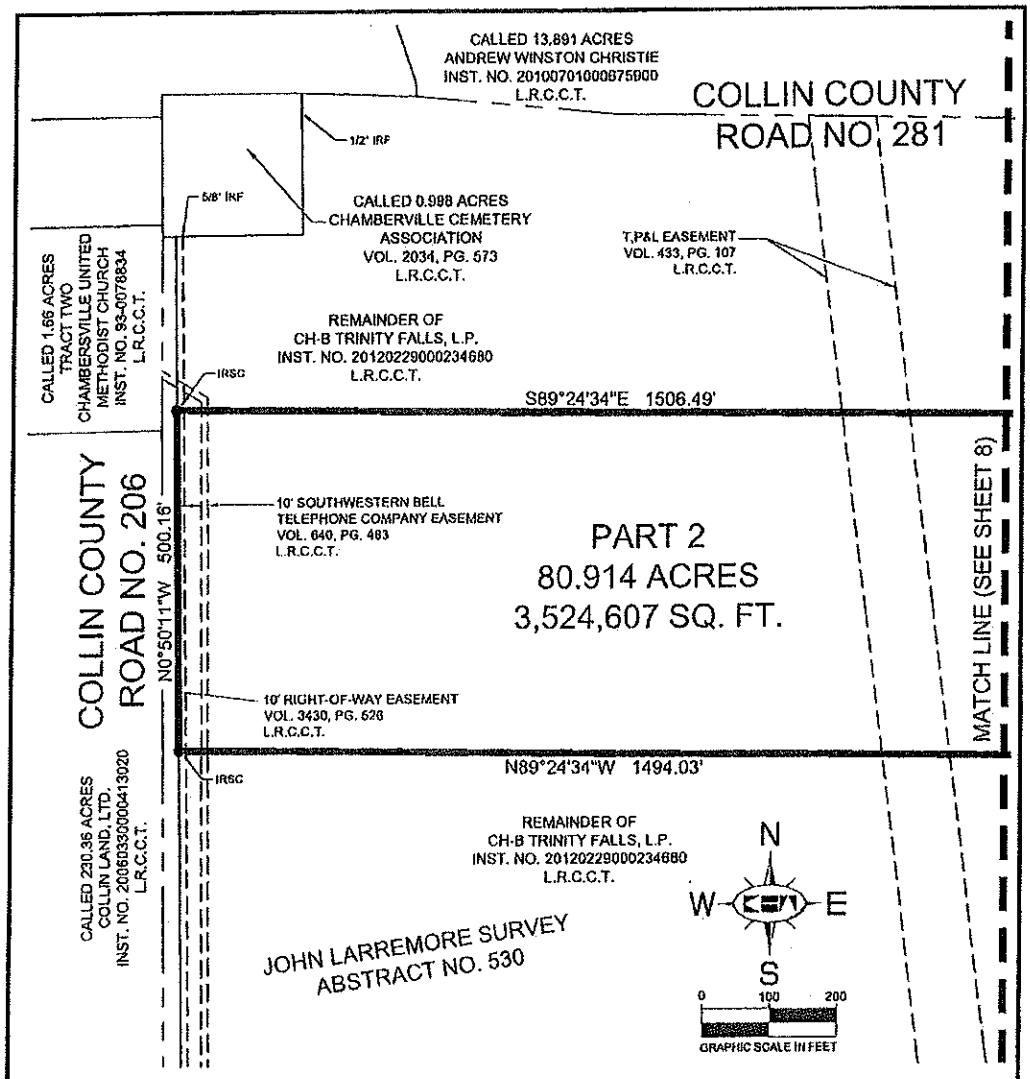
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3.887 ACRE & 80.914 ACRE TRACTS
JOHN LARREMORE SURVEY, ABSTRACT NO. 530
THOMAS BRUCE SURVEY, ABSTRACT NO. 103
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COLLIN COUNTY, TEXAS

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Fax No. (972) 239-3820
FIRM # 101155-00

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 200'	SRD	DAB	APR 2013	068150000	8 OF 9

PLOTTED BY DUNN, STACY 4/11/2013 8:51 AM DWG NAME K:\DAL_SURVEY\068150000-TRINITY FALLS\DWG\EXHIBITS\BOUNDARY\068150000-TRINITY FALLS CCOL-1.DWG LAST SAVED



LEGEND

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COLLIN COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 200'	SRD	DAB	APR. 2013	068150003	9 OF 9

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EXHIBIT B

Permitted Exceptions

1. Easement granted by Denny Holman to the County of Collin, filed 04/20/1999, recorded in Volume 4398, Page 2816, Real Property Records, Collin County, Texas. (Affects Tract 1).

2. Easement granted by M. M. Chambers to Texas Power & Light Company, filed 5/15/1917, recorded in Volume 207, Page 692, Real Property Records, Collin County, Texas. (Affects Tract 2)

3. Easement granted by O. C. Harris to Texas Power & Light Company, filed 07/05/1951, recorded in Volume 433, Page 107, Real Property Records, Collin County, Texas. (Affects Tract 2).

4. Easement granted by B. B. Owen to Southwestern Bell Telephone Company, filed 09/16/1964, recorded in Volume 640, Page 483, Real Property Records, Collin County, Texas. (Affects Tract 2).

5. Easement granted by B. B. Owen Estate to the County of Collin, filed 04/10/1989, recorded in Volume 3033, Page 775, Real Property Records, Collin County, Texas. (Affects Tract 2).

6. Easement granted by B. B. Owen Estate to the County of Collin, filed 04/10/1989, recorded in Volume 3033, Page 778, Real Property Records, Collin County, Texas. (Affects Tract 2).

7. Easement granted by B. B. Owen Estate to the County of Collin, filed 02/06/1991, recorded in Volume 3438, Page 526, Real Property Records, Collin County, Texas. (Affects Tract 2).

8. Terms, provisions, conditions, and assessments contained in Trinity Falls School Site Agreement, filed 06/06/2008, recorded in cc# 20080606000686400, Real Property Records, Collin County, Texas. (Affects Tract 1 and 2).

9. Terms, provisions, and conditions of 2012 Development Agreement by and between CH-B Trinity Falls, LP and the City of McKinney filed 01/16/2013, recorded in cc# 20130116000067920, Real Property Records, Collin County, Texas. (Affects Tracts 1 and 2).

10. Terms, provisions, and conditions of 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 2 filed 03/26/2013, recorded in cc# 20130326000400890, Real Property Records, Collin County, Texas. (Affects Tracts 1 and 2).

Exhibit M to First Amendment
Executed Escrow Instructions

EXHIBIT M

ESCROW AGREEMENT

This Escrow Agreement (this "Escrow Agreement") is entered into as of _____, 2012 (the "Effective Date"), by and among the **CITY OF MCKINNEY, TEXAS,** a home rule municipality ("City"), **CH-B TRINITY FALLS, LP,** a Texas limited partnership ("Owner") and _____ ("Escrow Agent").

RECITALS:

A. The City and Owner have entered into that certain 2012 Development Agreement dated effective December 4, 2012 (the "Agreement"), whereby Owner has agreed to convey to City approximately 85 acres of land located on Owner's property to be used as right-of-way for the Collin County Outer Loop (the "CCOL") to be constructed in the future by the City, Collin County or some other entity or governmental agency

C. Owner has prepared a metes and bounds description of the property to be conveyed to the City for the CCOL right-of-way (the "CCOL ROW") and has prepared a special warranty deed conveying the CCOL ROW to the City (the "CCOL Deed"), which CCOL Deed reserves a perpetual easement in favor of Owner and it successors and assigns to locate, construct, install, maintain, replace and repair water, sanitary sewer and drainage facilities over, under and across the CCOL ROW as necessary to serve development of Owner's property. Owner additionally has obtained a title commitment for the CCOL ROW and has delivered to the City such title commitment, together with all exception documents related thereto.

D. The City has reviewed the CCOL ROW, the CCOL Deed, the title commitment and exception documents and has approved the same as to form and substance.

E. Owner, City and Escrow Agent intend to enter into this Escrow Agreement to enable the delivery of the CCOL Deed by Owner into escrow to be held by Escrow Agent and delivered to the City or Owner, as the case may be, according to the terms hereof, all in satisfaction of Owner's obligations relating to the CCOL ROW under the Development Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Appointment of Escrow Agent**. City and Owner hereby appoint the Escrow Agent as the escrow agent under this Escrow Agreement, and the Escrow Agent hereby accepts such appointment.

2. **Escrow of CCOL Deed**. The parties confirm and acknowledge that contemporaneously with the execution of this Escrow Agreement the CCOL Deed has been delivered by Owner to Escrow Agent to be held by Escrow Agent and delivered pursuant to the terms and conditions contained in this Escrow Agreement.

3. **Delivery of CCOL Deed By Escrow Agent**. Escrow Agent shall deliver the CCOL Deed to the City no earlier than 30 days after the entity that is ultimately responsible for the CCOL (the "CCOL Agency") certifies in writing to Owner, the City, and the Escrow Agent that the CCOL Agency: (a) has approved and immediately available funds to pay for the construction of the CCOL or portion thereof that includes the CCOL ROW, including an intersection of the CCOL with future Hardin Boulevard; (b) has opened bids and awarded the contract for such construction; and (c) is prepared to give the selected contractor a "Notice to Proceed" subject only to the availability of the CCOL ROW (the foregoing a, b and c are referred to herein as the "Conditions Precedent"). At any time prior to the receipt of certification from the CCOL Agency that the Conditions Precedent have been met, the Escrow Agent shall deliver the CCOL Deed to Owner: (a) immediately upon receipt of the written instruction by the City to deliver the CCOL Deed to Owner; (b) no earlier than 30 days after the receipt of written certification from Owner, with evidence of delivery of such certification to the City and the CCOL Agency, that one or more of the following has occurred: (i) construction of permanent improvements (including, but not limited to, infrastructure) has commenced on property in the vicinity of the CCOL ROW that effectively prevent use of the CCOL ROW as part of the CCOL; (ii) the CCOL Agency has awarded a contract for the construction of the CCOL based on an alignment that differs materially from the CCOL ROW or that does not include an intersection of the CCOL with future Hardin Boulevard; (iii) the CCOL has been abandoned by order of the CCOL Agency; or (iv) the Conditions Precedent have not been satisfied within 40 years after the Effective Date of this Escrow Agreement.

4. **Termination of Escrow Agreement**. This Escrow Agreement shall terminate upon the delivery by Escrow Agent of the CCOL Deed to either the City or Owner, as the case may be.

5. **Agreements Regarding Escrow Agent**. Notwithstanding any provision in this Escrow Agreement to the contrary:

a. Escrow Agent Not a Party. Escrow Agent, in its capacity as "Escrow Agent", hereunder, is not a party to, or bound by any terms or conditions of the Development Agreement or any other agreement between the City and Owner.

b. Escrow Agent Depository Only. Under this Escrow Agreement the Escrow Agent is a depository only and after exercise of reasonable care in the performance of its duties hereunder, is not responsible or liable in any manner for the sufficiency, correctness, genuineness, or validity of the CCOL Deed deposited with it hereunder or the identity, authority, or rights of any person executing or depositing the same.

c. Notice of Default. The Escrow Agent shall not be bound to take notice of any default of any party hereunder and shall not be required to take any action involving any expense or liability with respect to such default, unless written notice of such default is given to an officer of the Escrow Agent and the Escrow Agent is indemnified in a manner satisfactory to it against any such expense or liability.

d. Notices. The Escrow Agent shall be protected in acting under this Escrow Agreement upon any notice, request, waiver, consent, receipt, or other paper or document reasonably believed by the Escrow Agent to be genuine and to be signed by the proper party or parties.

e. Liability of the Escrow Agent. In performance of its duties under this Escrow Agreement, the Escrow Agent shall follow the instructions set forth herein and shall not be liable for any error or judgment or for any act taken or omitted by it in good faith or for any mistake of fact or law, except for its own gross negligence or willful misconduct.

f. Counsel to Escrow Agent. The Escrow Agent may consult with legal counsel in the event of any dispute or question as to the construction of this Escrow Agreement or the Escrow Agent's duties. The Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.

g. Disagreement Among Parties. In the event of any disagreement among the parties to this Escrow Agreement, or any other party, which results in adverse claims and demands being made in connection with the instructions in this Escrow Agreement or the delivery by the Escrow Agent of the CCOL Deed, the Escrow Agent may refuse to comply with any such claim or demand so long as such disagreement shall continue. In such event, the Escrow Agent shall not be liable for damages to such parties for its failure or refusal to comply with such conflicting or adverse demands or instructions. The Escrow Agent shall be entitled to continue to refuse to act until:

(i) The rights of the adverse claimants have been finally adjudicated in a court having jurisdiction over the parties, or

(ii) The disagreement shall have been resolved by written agreement of the parties and the Escrow Agent shall have been notified in writing thereof.

In the event of such disagreement, the Escrow Agent may file a suit in interpleader for the purpose of having the respective rights of the claimants adjudicated and deposit with a court in Collin County, Texas all documents and property held hereunder.

h. Costs and Expenses. In the event that (i) the Escrow Agent is requested to and performs any service not provided for herein, (ii) there is any valid assignment or attachment of any interest in the subject matter of this escrow, (iii) any controversy arises hereunder, or (iv) the Escrow Agent is made a party to, or intervenes in, any litigation pertaining to this escrow or the subject matter thereof, the Escrow Agent shall be reasonably compensated therefor and reimbursed for all reasonable costs and expenses occasioned thereby. The City and Owner hereby agree to pay the same and, to the extent it legally may, indemnify the Escrow Agent against any loss, liability or expense incurred by it hereunder.

i. Resignation of Escrow Agent. The Escrow Agent may at any time resign from its duties as Escrow Agent hereunder by giving thirty (30) days' written notice to the parties. Such resignation shall only take effect upon the appointment of a successor Escrow Agent by the parties hereto. If no such appointment is made, the Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent.

6. **Governing Law**. This Escrow Agreement shall be construed under and in accordance with the laws of the State of Texas, and it shall be performed in Collin County, Texas.

7. **Notice**. All notices required or contemplated by this Escrow Agreement (or otherwise given in connection with this Escrow Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the party giving the Notice, and shall be effective as follows: (i) on or after the tenth (10th) business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (ii) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (iii) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the City: **City of McKinney, Texas**
Attn: City Manager
222 N. Tennessee
McKinney, Texas 75069
E-Mail: jgray@mckinneytexas.org
FAX: 972.547.2607

Copy to: Attn: City Attorney
Mark Houser
Brown & Hofmeister
740 E. Campbell Road, Suite 800
Richardson, Texas 75081
E-Mail: mhouser@bhlaw.net
FAX: 214.747.6111

To Owner: **CH-B Trinity Falls, LP**
Attn: Leisha Ehlert
1111 West 11th Street
Austin, Texas 78703
E-Mail: le@castlehillco.com
FAX: 512-381.6131

Copy to: Vinson & Elkins
Attn: Randy Jurgensmeyer
2001 Ross Avenue, Suite 3700
Dallas, TX 75201
E-Mail: rjurgensmeyer@velaw.com
Fax: 214.999.7790

8. Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

9. No Third-Party Beneficiaries. There are no third party beneficiaries under this Escrow Agreement.

10. Severability. If any provision contained is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Escrow Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and in its place shall be substituted a provision as similar as possible so as to be valid, legal, and enforceable.

11. Multiple Counterparts. This Escrow Agreement may be executed in multiple counterparts which, when taken together, are tended to constitute one agreement enforceable against all parities.

12. Time. Time is of the essence with respect to this Escrow Agreement.

13. Definitions. All capitalized terms contained and not specifically defined in this Escrow Agreement shall have the meaning given the same in the Development Agreement.

EXECUTED as of and effective the Effective Date.

CITY:

THE CITY OF MCKINNEY, TEXAS, a Texas home rule municipality

By: _____
Jason Gray, City Manager

By Rob Daake, Deputy City Manager and authorized signatory

Attest:

_____ 12/13/12
Sandy Hart, City Secretary

CITY OF McKINNEY COLLIN COUNTY, TEXAS

OWNER:

CH-B Trinity Falls, LP,
a Texas limited partnership

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

By: _____
Leisha Ehlert, Vice President

ESCROW AGENT:

Name:
_____

By: _____
Printed Name: _____
Title:_____

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
02/27/2014 01:21:36 PM
$138.00 DFOSTER
20140227000184320

2012 DEVELOPMENT AGREEMENT

This 2012 Development Agreement (this "Agreement") is executed between CH-B Trinity Falls, LP, a Texas limited partnership ("Owner"), its successors, transferees and assigns, and the City of McKinney, Texas (the "City") to be effective December 4, 2012 (the "Effective Date").

ARTICLE I
RECITALS

1.1 WHEREAS, the City is a home rule municipal corporation of the State of Texas;

1.2 WHEREAS, Owner is a Texas limited partnership;

1.3 WHEREAS, Owner and the City are sometimes individually referred to as a "Party" and collectively as the "Parties";

1.4 WHEREAS, Owner is the owner of the real property located in Collin County, Texas (the "County") depicted on **Exhibit A** and described by metes and bounds on **Exhibits B-1, B-2, B-3 and B-4** (collectively, the "Property");

1.5 WHEREAS, MA-BBO Five, LP, a Texas limited partnership, and MA BB Owen, LP, a Texas limited partnership, were the prior owners of the Property (the "Prior Owner");

1.6 WHEREAS, the City and the Prior Owner entered into that certain Development Agreement effective December 5, 2006, concerning the development of the Property, which Development Agreement was recorded in the deed records of Collin County, Texas as Document No. 20101230001439090 (the "Prior Agreement");

1.7 WHEREAS, Owner is the successor in interest to Prior Owner with respect to ownership of the Property and with respect to all right, title, and interest of Prior Owner related to the Property including, but not limited to, all right, title and interest of Prior Owner in and to the Prior Agreement;

1.8 WHEREAS, Owner has assumed the obligations of Prior Owner under the Prior Agreement;

1.9 WHEREAS, Prior Owner has no ownership interest in the Property, no right, title, or interest in and to the Prior Agreement, and no right, title, or interest related to the Property;

1.10 WHEREAS, immediately prior to the execution of this Agreement the Prior Agreement was in full force and effect and was binding on Owner and the City;

1.11 WHEREAS, the Parties believe it is in their collective best interests to amend and restate the Prior Agreement in its entirety;

1.12 WHEREAS, the Parties intend that this Agreement shall amend and restate the Prior Agreement in its entirety and that from and after the execution of this Agreement the Prior Agreement shall be null and void and of no further force and effect;

1.13 WHEREAS, the Property is located wholly within the extraterritorial jurisdiction ("ETJ") of the City and not within the ETJ or corporate limits of any other town or city;

1.14 WHEREAS, the Parties intend for the Property to be developed within the City's ETJ, that the City shall have and exercise exclusive jurisdiction over the subdivision and platting of the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure ("Public Infrastructure") to serve the Property, and that the County shall have and exercise no jurisdiction over such matters;

1.15 WHEREAS, as of March 19, 2002, pursuant to Chapter 242 of the Texas Local Government Code, the Collin County Commissioners Court and the City executed an interlocal agreement titled *City-County Plat Approval Agreement* (the "Interlocal Agreement"), which Interlocal Agreement was approved by Resolution No. 2002-03-060(R) by the City Council of the City (the "City Council");

1.16 WHEREAS, pursuant to Section 1 of the Interlocal Agreement, the County and the City agreed that the City is granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in the City's ETJ in accordance with Chapter 212 of the Local Government Code, the City's adopted Subdivision Regulations or other applicable codes or ordinances, and that the County no longer exercises any of these functions in the City's ETJ;

1.17 WHEREAS, pursuant to Section 2 of the Interlocal Agreement, the County and the City agreed that the City Secretary or his/her designee is authorized to accept plat applications for tracts of land located in the ETJ of the City, collect plat application fees established by law, and provide applicants one response indicating approval or denial of the plat application by the appropriate approving authority;

1.18 WHEREAS, pursuant to Section 3 of the Interlocal Agreement, the County and the City agreed that the subdivision regulations of the City are established as a consolidated and consistent set of regulations related to plats and subdivisions of land as authorized by Chapters 212 and 232 of the Local Government Code, and will be enforced in the ETJ of the City;

1.19 WHEREAS, except where full-purpose annexation is contemplated under Section 12.18, the Parties intend for the Property to be developed within the City's ETJ and not subject to full-purpose annexation by the City for the term of, and as otherwise provided by, this Agreement;

1.20 WHEREAS, the Parties intend that the Property be annexed by the City for the sole and limited purpose of allowing the City to collect sales and use taxes within the annexed areas pursuant to Section 43.0751 of the Texas Local Government Code, provided, however, any such limited purpose annexation is not intended to create a "limited district" as that term is defined in Section 43.0751(a)(2) of the Texas Local Government Code;

1.21 WHEREAS, the City is a party to that certain North Texas Municipal Water District Regional Water Supply Facilities Amendatory Contract dated as August 1, 1988 (the "NTMWD Supply Contract"), wherein, among other things, the City cannot contract to supply treated water for use outside its boundaries or the area of its statutory ETJ without the approval of the North Texas Municipal Water District (the "NTMWD");

1.22 WHEREAS, the Property is currently included within the North Collin Water Supply Corporation's ("NCWSC") retail water certificated area under Certificate of Convenience and Necessity No. 11035 (the "Water CCN");

1.23 WHEREAS, pursuant to that certain Settlement Agreement among NCWSC, the City, the City of Melissa and the City of Anna dated as of January 12, 2005 (the "Settlement Agreement"), the City is permitted to acquire NCWSC's Water CCN for property located within the Remaining Territory (as such term is defined in the Settlement Agreement and used herein) upon payment to NCWSC of $125.00 per acre for which such Water CCN is acquired in the Remaining Territory;

1.24 WHEREAS, the Property is entirely located within the Remaining Territory and the City intends to obtain the Water CCN for the Property, as provided in this Agreement;

1.25 WHEREAS, the Parties intend that the City will be the retail provider of water service to the Property;

1.26 WHEREAS, the City is a party to that certain City of McKinney-Trinity East Fork Regional Wastewater System Contract dated effective August 23, 1979 ("Sewer Contract");

1.27 WHEREAS, the Property is located within an area for which the City has a Certificate of Convenience and Necessity to provide retail sewer service (CCN No. 20071; the "Sewer CCN");

1.28 WHEREAS, the Parties intend that the City will be the retail provider of sewer service to the Property;

1.29 WHEREAS, notwithstanding the fact that the Property is located within the City's ETJ and is not subject to the City's zoning regulations, the Parties intend that the Property be developed: as a high-quality, master-planned, mixed-use community including parkland, open space, and other public and private amenities that will benefit and serve the present and future citizens of the City; and pursuant to binding, contractual development regulations that are approved by Owner and the City, that are recorded in the deed records of the County (so as to bind Owner and all future owners of the Property or any portion thereof), and that will provide regulatory certainty during the term of this Agreement;

1.30 WHEREAS, Public Infrastructure is not currently available to serve the Owner's intended development of the Property;

1.31 WHEREAS, due to the location and other natural features of the Property, the cost of the Public Infrastructure does not allow the intended development of the Property in a cost-effective and market-competitive manner;

1.32 WHEREAS, to facilitate the intended development of the Property in a cost-effective and market-competitive manner, Prior Owner submitted a written petition to the City Council dated December 5, 2006, requesting that the City Council consent to the creation of McKinney Municipal Utility District No. 1 ("MUD No. 1"), over that tract of the Property described on **Exhibits B-1** and **B-2** and that will design, construct and install certain Public Infrastructure necessary for the intended development of the Property;

1.33 WHEREAS, the City Council adopted Ordinance No. 2006-12-140 dated December 5, 2006, consenting to the creation of MUD No. 1 (the "MUD No. 1 Consent Ordinance");

1.34 WHEREAS, to facilitate the intended development of the Property in a cost-effective and market-competitive manner, Prior Owner submitted a written petition to the City Council dated December 5, 2006, requesting that the City Council consent to the creation of McKinney Municipal Utility District No. 2 ("MUD No. 2"), over that tract of the Property described on **Exhibits B-3 and B-4** and that will design, construct and install certain Public Infrastructure necessary for the intended development of the Property;

1.35 WHEREAS, the City Council adopted Ordinance No. 2006-12-141 dated December 5, 2006, consenting to the creation of MUD No. 2 (the "MUD No. 2 Consent Ordinance");

1.36 WHEREAS, MUD No. 1 and MUD No. 2 are hereinafter individually and collectively, as applicable, called the "District" and the MUD No. 1 Consent Ordinance and MUD No. 2 Consent Ordinance are hereinafter individually and collectively, as applicable, called the "Consent Ordinance";

1.37 WHEREAS, the City has also consented to the creation of the District as set forth in the Consent Ordinance;

1.38 WHEREAS, it is the intent of the Parties that the Prior Agreement and, when fully executed, this Agreement, fully satisfy the requirements of Section 4 of the Consent Ordinance;

1.39 WHEREAS, concurrently with the execution of the Prior Agreement, the City approved and entered into a consent agreement with respect to MUD No. 1 (the "MUD No. 1 Consent Agreement");

1.40 WHEREAS, concurrently with the execution of the Prior Agreement, the City approved and entered into a consent agreement with respect to MUD No. 2 (the "MUD No. 2 Consent Agreement");

1.41 WHEREAS, the MUD No. 1 Consent Agreement and MUD No. 2 Consent Agreement are hereinafter individually and collectively, as applicable, called the "Consent Agreement";

1.42 WHEREAS, MUD No. 1 and MUD No. 2 were created by House Bill No. 3979, enacted by the 80th Texas Legislature, Regular Session, effective September 1, 2007, codified as Chapters 8223 and 8252, Subtitle F, Title 6, Special District Local Laws Code (the "District Legislation");

1.43 WHEREAS, pursuant to the District Legislation, the temporary directors of MUD No. 1 held an election on May 11, 2010, that confirmed the creation of MUD No. 1 and elected five directors as provided by Section 49.102, Texas Water Code;

1.44 WHEREAS, pursuant to the District Legislation, the temporary directors of MUD No. 2 held an election on May 11, 2010, that confirmed the creation of MUD No. 2 and elected five directors as provided by Section 49.102, Texas Water Code;

1.45 WHEREAS, the Parties intend that the District, or Owner as appropriate, will design, construct and install the Public Infrastructure, in accordance with the "Governing Regulations" (hereinafter defined), in accordance with the applicable requirements of the Texas Water Code, and the rules, regulations and policies of the Texas Commission on Environmental Quality (the "TCEQ"), and otherwise in accordance with this Agreement;

1.46 WHEREAS, the Parties intend that the District, or Owner as appropriate, will design, construct and install the Public Infrastructure using funds advanced to the District by Owner; and that the District will thereafter reimburse Owner for such advances using the proceeds of bonds issued by the District and secured solely by the District ad valorem taxes levied on property within the District and by other funds legally available to the District (with the City having no responsibility or liability whatsoever for any District bonds); and that all District bonds shall be approved by the TCEQ, as required by law, and by the Attorney General of the State of Texas (the "AG");

1.47 WHEREAS, the Parties intend that the District at its sole expense will provide, or cause to be provided, police and fire services, as further set forth herein, to serve the Owner's intended development of the Property;

1.48 WHEREAS, the Owner's intended development of the Property, including the design, construction and installation of Public Infrastructure, is intended to benefit the City and its current and future citizens by the creation of substantial future tax base for the City;

1.49 WHEREAS, this Agreement is a development agreement as provided for by Section 212.172 of the Texas Local Government Code;

1.50 WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code; and

1.51 WHEREAS, the terms "Exhibit," "Article," or "Section" when used in this Agreement are references to Exhibits attached to and made a part of this Agreement, references to Articles of this Agreement, and references to Sections of this Agreement unless the context in which such terms are used clearly requires a different meaning.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II
DEVELOPMENT REGULATIONS

2.1 Governing Regulations. Development of the Property shall be governed solely by the following regulations (collectively, the "Governing Regulations"):

2.1.1 the Concept Plan consisting of **Exhibit C-1** through **Exhibit C-5,** as amended from time to time in accordance with this Agreement (the "Concept Plan"), which Concept Plan is a development plan as provided in Section 212.172 of the Texas Local Government Code;

2.1.2 the City's "Subdivision Ordinance" (i.e., currently Chapter 142 of the City of McKinney Code of Ordinances), as may be amended from time to time, except as otherwise provided in the Special Regulations (the "Subdivision Regulations");

2.1.3 the City Utility and Land Development Ordinances (i.e. currently Chapters 110 and 130, respectively, of the City of McKinney Code of Ordinances) described on **Exhibit D**, as may be amended from time to time; however subject to the specific exception for the Trinity River floodplain area identified in **Exhibit D-1** (the "City Ordinances");

2.1.4 the building codes described on **Exhibit E** (the "Building Codes"), as may be amended from time to time pursuant to Section 2.6;

2.1.5 the special regulations set forth on **Exhibit F** (the "Special Regulations");

2.1.6 the development regulations set forth on **Exhibit G** (the "Development Regulations"), as may be amended from time to time;

2.1.7 the impact fees and ordinances set forth on **Exhibit H**, as may be amended from time to time;

2.1.8 record plats for portions of the Property that are approved, from time to time, by the City in accordance with this Agreement (the "Approved Plats");

2.1.9 revisions and exceptions to Development Regulations described in Section 2.5;

2.1.10 State and Federal Requirements described in Section 2.7, including amendments allowed by Section 2.7;

2.1.11 the Development Process described in Article III;

2.1.12 the Development Charges described in Article IV, including amendments allowed by Article IV;

2.1.13 Fire and police services agreements entered into pursuant to this Agreement;

2.1.14 ordinances enacted pursuant to Texas Local Government Code Section 217.041 et seq.; provided, however, so long as Owner's performance is in compliance with the Development Agreement, the City cannot claim that such performance is a nuisance; and

2.1.15 the Public Infrastructure and Retail Utility Service provisions of Article V.

Subject to the City's rights to amendment stated above, the Governing Regulations are exclusive, and no other future ordinances, rules, regulations, standards, policies, orders, guidelines, or other City-adopted or City-enforced requirements of any kind shall apply to the development of the Property. Owner acknowledges and agrees, however, that other ordinances of the City that do not regulate the development of the Property may be applied and enforced by the City to non-development activities within the Property. Owner further acknowledges and agrees that any modifications to the Governing Regulations allowed by this Agreement constitute Owner's limited waiver of its vested rights under Chapter 245, Texas Local Government Code, as amended.

2.2 Concept Plan. The Concept Plan identifies "Planning Units," land uses, major streets, major drainage ways, location of sites for certain parks, schools and other present and proposed land uses. The Concept Plan may be amended from time to time with the approval of the City Council or as otherwise provided herein. The Director of Development Services of the City has the authority to administratively approve revisions to the Concept Plan provided acreages of land uses other than schools and school parks do not increase or decrease more than ten percent (10%) and provided arterial and collector roadway alignments substantially conform to the alignments shown on the then-existing Concept Plan. Subject to the approval of the McKinney Independent School District or as allowed by the "MISD Agreement" (hereinafter defined), Owner shall have the right to substitute the northernmost elementary school and adjacent park located on approximately 20 acres and shown on the Concept Plan with a middle school (without an adjacent park) on such acreage without the approval of the Director of Development Services or the City Council. The Concept Plan may be revised from time to time with the approval of Owner, the City, and the owners of the portions of the Property within the area being revised or as otherwise provided in this section. If the Concept Plan is revised as provided in this section, the revised Concept Plan shall be an amendment to this Agreement, and the City shall cause the revised Concept Plan to be attached to the official version of this Agreement on file with the City's Secretary's Office.

2.3 Planning Unit Preliminary Plats. The submittal of each preliminary plat within a Planning Unit (a "Preliminary Plat") shall be accompanied by a plan showing the approximate location of arterial and collector streets within that Planning Unit and a schedule showing, for that Preliminary Plat and on a cumulative basis for all Preliminary Plats submitted to date, the mean lot size, the number of lots to be developed in conformance with the SDF-45 standards and

the number of lots to be developed with the SDF-57.5 standards. Each Preliminary Plat will be prepared in accordance with the requirements of the City and the Governing Regulations. Each Preliminary Plat shall be reviewed by City staff to determine compliance with the Governing Regulations and shall be approved by the Planning and Zoning Commission if it determines the Preliminary Plat complies with the Governing Regulations.

2.4 Development Regulation Revisions. The Director of Development Services of the City shall have the authority to administratively approve the following "minor revisions" to the Development Regulations: (i) an increase in the height of any structure by five percent (5%) or less; (ii) a setback reduction of ten percent (10%) or less; (iii) an increase in lot coverage of five percent (5%) or less; and (iv) a reduction in off-street parking of five percent (5%) or less. The City Council may further authorize exceptions to strict compliance with the Development Regulations when Owner demonstrates, to the satisfaction of the City Council, that the requested exception: (A) is not contrary to the public interest; (B) does not cause substantial injury to adjacent property; and (C) does not materially and adversely affect the quality of development.

2.5 Building Code Amendments. The City shall have the right to amend the Building Codes, from time to time, to include changes, including local amendments to the Building Codes, that have been adopted by the City Council for uniform application throughout the corporate limits of the City.

2.6 State and Federal Requirements. In addition to the City's rights to amend the Governing Regulations and Owner's limited waiver under 2.1 above, Development of the Property shall also be subject to ordinances that the City is required to adopt, from time to time, by state or federal law. Notwithstanding the foregoing, however, nothing in this section constitutes a waiver of Owner's right to claim that a City ordinance required by state or federal: (i) does not apply to the Property based on the "vested rights" of Owner, whether such rights arise under Chapter 43, as amended, or Chapter 245, as amended, Texas Local Government Code; (ii) does not apply to the Property based on any other legal or equitable theory, whether based on existing or future common-law or state or federal statutes; or (iii) constitutes an illegal exaction or a "taking" without compensation.

2.7 Interlocal Agreement. The City covenants, represents and warrants to Owner that, with respect to the Interlocal Agreement, (i) the City has and shall exercise sole and exclusive jurisdiction over the review and approval of preliminary and final plats, the design, construction, installation and inspection of Public Infrastructure, and the construction and occupancy of structures pursuant to the terms of this Agreement, (ii) the County shall have and exercise no jurisdiction over such matters during the term of this Agreement, and (iii) in the event of any conflict between this Agreement and the Interlocal Agreement, this Agreement shall control.

2.8 Conflicts.

2.8.1 In the event a court of competent jurisdiction determines there is a conflict between this Agreement and the application of any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement,

whether existing on the Effective Date or hereinafter adopted, then this Agreement shall control.

2.8.2 In the event a court of competent jurisdiction determines there is a conflict between the Special Regulations and any of the other Governing Regulations, then the Special Regulations shall control.

2.8.3 In the event of any conflict between any Approved Plat and any of the other Governing Regulations, the Approved Plat shall control.

ARTICLE III
DEVELOPMENT PROCESS

3.1 Jurisdiction. Pursuant to the terms of the Interlocal Agreement, the Parties intend that the City shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats (including Record Plats as such are defined in the Subdivision Ordinance), the design, construction, installation and inspection of Public Infrastructure, and the construction and occupancy of structures; and that the County shall have and exercise no jurisdiction over such matters during the term of this Agreement.

3.2 Plat Approval. Subdivision of the Property shall require approval of preliminary and final plats (including Record Plats) by the City in accordance with the Governing Regulations, Section 2.3 above and this Agreement. **NOTWITHSTANDING THE FOREGOING, UNLESS EXPRESSLY WAIVED BY THE CITY AND EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.3, IT SHALL BE A CONDITION TO ACCEPTANCE BY THE CITY, AS WELL AS A REQUIREMENT FOR COMPLETENESS, OF ANY APPLICATION FOR A PRELIMINARY PLAT OR FINAL PLAT OF ANY PORTION OF THE PROPERTY THAT NONE OF THE DEFAULTS DESCRIBED BELOW SHALL EXIST AS OF THE FILING DATES FOR SUCH APPLICATIONS. THE EXISTENCE OF ANY OF SUCH DEFAULTS SHALL NOT, HOWEVER, AFFECT IN ANY WAY THE OBLIGATION OF THE CITY TO CONTINUE TO PROCESS APPLICATIONS FOR PRELIMINARY PLATS AND FINAL PLATS THAT WERE FILED PRIOR TO THE OCCURRENCE OF SUCH DEFAULTS.**

(a) **THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO MAINTAIN ROADWAY PUBLIC INFRASTRUCTURE AS REQUIRED BY SECTION 5.1.4 OF THIS AGREEMENT.**

(b) **THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO MAINTAIN DRAINAGE PUBLIC INFRASTRUCTURE AS REQUIRED BY SECTION 5.1.4 OF THIS AGREEMENT.**

(c) **THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO CONSTRUCT AND CONVEY A NEIGHBORHOOD PARK AS AND WHEN REQUIRED BY EXHIBIT G OF THIS AGREEMENT.**

(d) **THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO MAINTAIN THE TRINITY RIVER COMMON AREA AS REQUIRED BY EXHIBIT G OF THIS AGREEMENT.**

(e) **THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE PAYMENT OF THE PARK FEE FUNDS AS REQUIRED BY EXHIBIT G OF THIS AGREEMENT.**

(f) **THERE SHALL NOT BE A D\DEFAULT WITH RESPECT TO THE OBLIGATION TO PROVIDE POLICE SERVICES AS REQUIRED BY SECTION 3.8.1 OF THIS AGREEMENT.**

(g) **THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO CONSTRUCT AND MAINTAIN MAJOR INFRASTRUCTURE AS REQUIRED BY SECTION 10.3 OF THIS AGREEMENT.**

(h) **THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION (IF APPLICABLE) TO BEGIN CONSTRUCTION OF A FIRE SERVICES FACILITY AS REQUIRED BY SECTION 3.8.3 OF THIS AGREEMENT.**

(i) **THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION (IF APPLICABLE) TO COMPLETE CONSTRUCTION OF A FIRE SERVICES FACILITY AND CAUSE SUCH FACILITY TO OPERATIONAL AS REQUIRED BY SECTION 3.8.2 OF THIS AGREEMENT.**

(j) **THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO FUND THE COST OF FIRE FIGHTING PERSONNEL AS REQUIRED BY SECTION 3.8.2 OF THIS AGREEMENT.**

(k) **THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO CONVEY THE SCHOOL SITES PURSUANT TO THE MISD AGREEMENT DESCRIBED IN SECTION 7.5 OF THIS AGREEMENT.**

(l) **THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO MAKE ANY PAYMENTS TO THE MISD PURSUANT TO THE MISD AGREEMENT DESCRIBED IN SECTION 7.5 OF THIS AGREEMENT.**

3.3 Public Infrastructure. Public Infrastructure shall be designed to comply with the Governing Regulations, and no construction or installation of Public Infrastructure shall begin until plans and specifications have been approved by the City. All Public Infrastructure shall be constructed, inspected, and installed in compliance with the Governing Regulations. Owner shall comply with all applicable TCEQ bond submittal requirements regarding any additional inspectors or additional inspections. TCEQ bond submittal inspections shall be performed by inspectors (certified and state-licensed, to the extent required by law) that have been approved by the District and that have agreed, in writing, to be bound by this Agreement (each, a "Certified Inspector"). The cost for any inspections by Certified Inspectors shall be paid for by the contractor performing the work (or by the owner of the property on which the work is being performed). For TCEQ bond submittals, Public Infrastructure inspection shall be made through

the administrative control of the District pursuant to procedures to be adopted by the District, and each Certified Inspector agrees to be bound by such procedures, in which event there shall be provided to the City a copy of the report of each such inspection.

3.4 Building Permits. No permanent structure (as such term may be defined, from time to time, by the District, but in any event, including every structure designed or intended for human occupancy and every accessory structure intended for human occupancy; a "Structure") shall be constructed unless a building permit has been issued by the City certifying that the plans and specifications for the Structure are in compliance with the Building Codes and Development Regulations. Except for model homes built in conformity to the Development Regulations, no building permit shall be issued for a Structure unless a final plat has been recorded for the lot on which the Structure is being constructed. Building permits shall be issued for model homes prior to the recordation of a final plat only if water capacity for basic fire services to serve the model homes is available; however, no model home may be sold to any end buyer of a fully developed and improved lot within the Property ("End Buyer") until a final plat has been recorded. Building inspections and permits shall be through the administrative control of the City. No building permit may be issued to a builder who does not own land within the Property unless such builder agrees in writing to be bound by this Agreement and delivers a copy of such writing to the City Secretary. All inspections and building permits shall be paid to the City by the builder performing the work (or by the owner of the property on which the work is being performed).

3.5 Certificate of Occupancy. No Structure shall be occupied until a certificate of occupancy has been issued by the City certifying that the Structure has been constructed in compliance with the Governing Regulations. Model homes may be occupied for the sole purpose of sales and marketing; however, no model home may be sold to, or occupied by, an End Buyer until a certificate of occupancy has been issued. All certificates of occupancy shall be paid for by the builder performing the work (or by the owner of the property on which the work is being performed).

3.6 Certified Inspector Records and Reports. Each Certified Inspector shall maintain a permanent record of all Public Infrastructure inspected. All such records shall be available for copying by the City or the District. All such records shall be kept in a form reasonably approved by the City and as otherwise required by the District, the TCEQ and the AG. Each Certified Inspector shall provide to the City and the District a copy of each Public Infrastructure inspection report with ten (10) days after the inspection is performed (including reports that identify deficiencies and subsequent corrective actions). Unless the City shall have objected in writing with reasonable specificity to the District within fifteen (15) days of the City's receipt of copies of such certificates, records or reports, then such certificates, records or reports shall be deemed accepted and approved by the City for all purposes.

3.7 Inspection by the City. The City shall have the right to inspect, from time to time, the construction of any Public Infrastructure and any Structure. If the City determines that any Public Infrastructure or Structure is not being constructed in compliance with the Governing Regulations and the contractor or builder fails to correct the non-compliance within a reasonable period of time after notice thereof, the City shall have the right to enforce compliance and to stop

new work on the Public Infrastructure or Structure by the issuance of a "stop-work order" until the non-compliance is corrected to the reasonable satisfaction of the City. Nothing in this Section 3.7 is intended to create any liability of the City to determine whether any Public Infrastructure or Structure is constructed in accordance with the Governing Regulations..

3.8 Termination of Certified Inspectors. The City and the District each shall have the right to terminate any Certified Inspector for failure to properly perform any duty required by this Agreement or for failure to provide inspection reports or monthly status reports as required by this Agreement, if such failure is not cured by the Certified Inspector within ten (10) days after receipt of written notice from either the City or the District with copy thereof to the other. Upon any such termination, the City, at its option, may allow the use of another Certified Inspector or may elect to perform some or all of the duties reserved to Certified Inspectors by this Article III. If the City elects to perform any of those duties, such duties shall be performed (and reports provided to the District) in the same manner as would be applicable to the Certified Inspectors, and the actual, reasonable costs and expenses paid or incurred by the City in performing the duties shall be paid by the contractor or builder (or by the owner of the property on which the work is being performed).

3.9 Police and Fire Services. It is contemplated that adequate police and fire services shall be provided by contract with the City or County as provided in this section. During any period prior to the execution of any such contracts, Owner may cause the Districts to provide such services pursuant to Chapter 49, Texas Water Code. If any service is proposed to be provided by contract with any entity other than the City, notice of the terms and conditions of the contract shall be provided to the City, and the City shall be given the opportunity to provide the service on the same terms and conditions.

3.9.1 Police Services. Prior to the date upon which any developer, owner, or builder submits an application for the issuance of a building permit for the 934th Dwelling Unit, additional law enforcement officers (i.e., in addition to the law enforcement services provided by the City or the County) shall be provided by contract with the City or the County in accordance with the table below. The cost of such additional officers shall include, on an annual basis, salaries, benefits, and other forms of compensation customarily paid to such officers, the cost of equipment customarily required by such officers, and the cost of fuel, maintenance, and wear and tear for police vehicles used by such additional officers.

Number of Dwelling Unit Building Permits	Additional Law Enforcement Officers
934-1565	2
1566-2239	3
2240-2933	4
2934-3617	5
3618 and greater	6

"Dwelling Unit" means a single unit providing complete independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.

3.9.2 Fire Services. The City shall provide fire protection (including EMS services) for the first 1,500 Dwelling Units within the Property. On February 1 of each year of this Agreement and until the provisions of Section 3.9.3 are satisfied, Owner shall pay for such services within the Property on an annual, per-household basis calculated based on the "operational" costs of similar services provided for residential and non-residential structures within the corporate limits of the City and within other areas, if any, served by the City, and taking into consideration all revenue sources available to the City to pay for such services. "Capital" costs shall be excluded. The City shall provide to Owner, as soon as reasonably possible after each annual budget of the City is approved (but in no event later than the next February 1 after each budget approval), the proposed operational costs of providing the fire protection (including EMS services) as described in this section, the revenues available to pay for such services, and the proposed per-household cost to provide services within the Property. Owner shall have 30 days within which to object to the proposed per-household cost, and the City will use all reasonable efforts to resolve Owner's objections. The failure of Owner to object within such 30-day period shall constitute Owner's approval of the City's proposed per-household cost. If the City and Owner are unable to resolve Owner's objections, the Parties agree to submit the objections to an independent, third-party professional consultant selected by the City from a list of at least three consultants submitted by Owner within Owner's 30-day review period, and the Parties agree to be bound by the decision of the consultant selected by the City.

3.9.3. Prior to the issuance of a building permit for the 1,501st Dwelling Unit: (i) a contract shall have been entered into with the City to provide fire protection services on terms and conditions approved by the City Council; or (ii) facilities and equipment having characteristics of size, quality and quantity as those existing in other parts of the City which serve similar land use/density conditions, reasonably approved by the Fire Chief to provide fire protection services to the Property shall have been constructed and purchased (with City participation, if any, based on the area to be served by such

facilities and equipment) and conveyed to the City, and on an annual basis thereafter payments shall be made to the City (with City participation, if any, based on the area to be served by such facilities and equipment) to pay for personnel and other costs to provide such service.

ARTICLE IV
DEVELOPMENT CHARGES

4.1 Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and record plat review and approval process (the "Plat Review Fees") according to the fee schedule adopted by the City Council and in effect on the date of submittal of each plat application. The fee schedule applicable to the Property shall be uniformly applicable to all development within the corporate limits of the City.

4.2 Plan Review Fees. Development of the Property shall be subject to payment to the City of the fees and charges applicable to the City's review of plans and specifications (without regard to inspections) for Public Infrastructure (the "Plan Review Fees") according to the fee schedule adopted by the City Council and in effect on the date of submittal of each set of plans and specifications. The fee schedule applicable to the Property shall be uniformly applicable to all development within the corporate limits of the City.

4.3 City Inspection Fees. Any inspections of Public Infrastructure or Structures pursuant to the City's inspection rights under Section 3.7 (in the event the City determines that any Public Infrastructure or Structure is not being constructed in accordance with the Governing Regulations) or under Section 3.8 (in the event the City terminates any Certified Inspector), shall be subject to the payment to the City of all reasonable costs and expenses paid or incurred by the City in performing the inspections (the "Inspection Fees").

4.4 Impact Fees.

4.4.1 Development of the Property will be subject to the payment to the City of the capital recovery fees and charges for Public Infrastructure necessitated by and attributable to the development of the Property, as and to the extent listed and described on attached **Exhibit H** ("Impact Fees"), but only to the extent such fees and charges are adopted and applied to the Property in compliance with Chapter 395 of the Texas Local Government Code and subject to the provisions set forth elsewhere in this Section 4.4. With the exception of the Impact Fees, the City may not require the payment of any other impact fees or similar capital recovery fees, charges, or assessments of any kind in connection with the development of the Property unless authorized by the State and Federal Requirements or agreed to by the Parties in writing.

4.4.2 With respect to Impact Fees for water and sewer identified on **Exhibit H**, such Impact Fees shall be waived in an amount equal to the Qualifying Costs (herein defined)

incurred from time to time with respect to the applicable Public Improvements, i.e., water Impact Fees shall be waived to the extent of water Qualifying Costs and sewer Impact Fees shall be waived to the extent of sewer Qualifying Costs. For purposes of this section, water Qualifying Costs shall only be credited against water Impact Fees, and sewer Qualifying Costs shall only be credited against sewer Impact Fees. Over the term of this Agreement, applicable Qualifying Costs and applicable Impact Fees will accrue on a cumulative basis. The City will amend its capital improvement program to the extent necessary to allow the maximum amount of costs of Public Infrastructure required to be constructed by Owner to qualify as Qualifying Costs.

4.4.3 The following costs shall be deemed to be "Qualifying Costs."

4.4.3.1 that portion of costs for the infrastructure facilities set forth in Section 5.1.1.2 (with respect to water Public Infrastructure) and in Section 5.1.2.2 (with respect to sewer Public Infrastructure) which qualify for impact fee credits elsewhere in the City under the City's impact fee ordinance; and

4.4.3.2 that portion of costs for other water and sewer infrastructure facilities which may be constructed by Owner and which qualify for impact fee credits elsewhere in the City under the City's impact fee ordinance.

4.5 Fees. Except for Plat Review Fees, Plan Review Fees, Inspection Fees, Impact Fees, fees described in this Agreement, and other fees charged under the Governing Regulations that are uniformly applicable within the corporate limits of the City, no other fees or charges of any kind are due and payable to the City in connection with the Property.

ARTICLE V
PUBLIC INFRASTRUCTURE; RETAIL UTILITY SERVICE

5.1 Description of Public Infrastructure. This Section 5.1 generally describes the on-Property and off-Property Public Infrastructure which will be designed, constructed and installed as set forth herein and within the time periods or milestones set forth herein. The failure by the City to perform any of its obligations under this Section 5.1, in whole or in part, shall not be the basis for denial of any plat request by Owner, and in the event of such failure, Owner shall be permitted to continue development of the Property notwithstanding such failure.

5.1.1 Water.

5.1.1.1 At no cost to Owner or the District, the City shall:

5.1.1.1.1 prior to the date of the request for the issuance of a building permit for the 2,200th Dwelling Unit, use its best efforts to implement the City's capital improvement plans to design, acquire easements for, construct, cause to be dedicated to and accepted by the City, and make operational, the "Bloomdale Pump Station" and the water lines required to deliver an adequate supply of water from the Bloomdale Pump Station to

the north side of Bloomdale Road as shown on the City's Water Master Plan. Within 60 days after Owner's Notice to the City that at least 1,000 building permits have been issued, the City shall provide Notice to Owner of the City's ability and intentions with regards to the timing of construction of the Bloomdale Pump Station and associated infrastructure, including, but not limited to, the NTMWD facilities required to deliver water to the Bloomdale Pump Station;

5.1.1.1.2 use its best efforts to enter into necessary contracts and agreements to deliver adequate water supply to the City system to the extent necessary to provide uninterrupted, equitable and uniform retail water service to the Property; and

5.1.1.1.3 when reasonably determined by the City, if at all, design, acquire easements for, construct, cause to be dedicated to and accepted by the City, all upgrades and expansions to the City's off-Property water Public Infrastructure (excluding construction, upgrades, and expansions set forth as Owner's responsibility under Section 5.1.1.2 to the extent necessary to provide uninterrupted, equitable and uniform retail water service to the Property.

5.1.1.2 At no cost to the City, Owner will cause the following to occur with respect to the water Public Infrastructure:

5.1.1.2.1 prior to the issuance of the first building permit for a Dwelling Unit, design, acquire easements for, construct, and tender for dedication to and acceptance by the City, the extension of the existing water line located in Hardin Boulevard north of Wilmeth Drive (the "West Feed"). The West Feed, including facilities and improvements related thereto, shall be extended to the north from its current terminus along the alignment of future Hardin Boulevard (as approved by the City) to FM 543, then east along FM 543 to the Property (see **Exhibit C-5**). The size of the West Feed shall be in accordance with the City's current Water Master Plan, or smaller, if approved by the City Engineer;

5.1.1.2.2 prior to the issuance of a building permit for the 100th Dwelling Unit, design, acquire easements for, construct, and tender for dedication to and acceptance by the City, the elevated water storage facility designated as the "Trinity Elevated Storage Tank" on the City's current Water Master Plan and on **Exhibit C-5** (the "Trinity EST"). The size of the Trinity EST shall be in accordance with the City's Water Master Plan, or smaller, if approved by the City Engineer;

5.1.1.2.3 subject to Section 5.1.1.4 below and provided the Bloomdale Pump Station is operating at such time, prior to the issuance of

a building permit for the 2,200th Dwelling Unit, design, acquire easements for, construct, and tender for dedication to and acceptance by the City, the water distribution facilities designated as the "East Feed" on attached **Exhibit C-5** (including facilities and improvements related thereto, the "East Water Feed");

5.1.1.2.4 design, acquire easements for, construct, and tender for dedication to and acceptance by the City, those additional on-Property water Public Infrastructure items described on the City's Water Master Plan or as otherwise required by the City Engineer, said additional water Public Infrastructure to be constructed prior to or at the time of need, depending on Property development phasing, or as may be necessitated due to concurrent construction of other improvements, such as roadways.

5.1.1.3 In the event the water Public Infrastructure, or a portion thereof, is constructed, or caused to be constructed, by parties other than Owner or the District, then the Owner shall be relieved of its obligations under this Agreement (excluding payment of applicable Impact Fees) with respect to such constructed water Public Infrastructure.

5.1.1.4 Upon request by Owner from time to time, but not more frequently than once every three months (and in addition to the Notice required at the issuance of the 1,000th building permit), the City shall deliver to Owner and the District a written status report summarizing the City's progress with respect to the City's obligations under Section 5.1.1.1. The City shall deliver to Owner and the District immediate Notice of any event or change in circumstances that would prevent the City's performance of its obligations under Section 5.1.1.1. Notwithstanding anything herein to the contrary, Owner reserves the right to seek alternatives for retail water service (including, but not limited to the use of water wells as permitted by Section 12.6) if, in Owner's judgment based on such reports or Notice the City will be unable to provide uninterrupted, equitable, and uniform retail water service to the Property.

5.1.1.5 The City and Owner acknowledge and agree that: (i) the City's master plan is subject to revision; (ii) the water Public Infrastructure requirements set forth under Section 5.1.1.2 may exceed the actual water Public Infrastructure requirements for the Property; (iii) water reclamation, reuse and conservancy facilities, if any, to be developed by Owner, may reduce the requirements related to such water Public Infrastructure; and (iv) such obligations may be modified, subject to mutual written agreement by the City and Owner, based on (A) revisions to the City's master plan, (B) water reclamation, reuse and conservancy facilities, if any, to be developed by Owner, (C) water wells, if any, to be developed by Owner, and/or (D) other matters which may affect such obligations.

5.1.2 Sewer.

5.1.2.1 As and when reasonably determined by the City, if at all, the City shall design, acquire easements for, construct, and cause to be dedicated to and accepted by the City, all upgrades and expansions to the City's off-Property sewer Public Infrastructure (excluding upgrades and expansions set forth as Owner's responsibility under Section 5.1.2.2) to the extent necessary to provide uninterrupted, equitable and uniform sanitary sewer service to the Property.

5.1.2.2 At no cost to the City, Owner will direct the District to cause the following to occur with respect to the sewer Public Infrastructure:

5.1.2.2.1 Prior to the issuance of the first building permit for any Dwelling Unit, design, acquire easements for, construct, and tender for dedication to and acceptance by the City, the sewer facility currently designated as "Future Line # 16" on the City's current Wastewater Master Plan and shown on **Exhibit C-5** (the "Off-Site Sewer") from the south boundary of the property to the existing NTMWD trunk sewer located near the confluence of East Fork Trinity River and Honey Creek; and

5.1.2.2.2 design, acquire easements for, construct, and tender for dedication to and acceptance by the City in accordance with the Subdivision Ordinance, those additional sewer Public Infrastructure items required to serve the Property, as typically required elsewhere in the City.

5.1.2.3 In the event the sewer Public Infrastructure, or a portion thereof, is constructed, or caused to be constructed, by parties other than Owner or the District, then Owner shall be relieved of its obligations under this Agreement (excluding payment of applicable Impact Fees) with respect to such constructed sewer Public Infrastructure.

5.1.3 Roadway Public Infrastructure. For purposes of this Section 5.1.3, the Parties agree that building permits will be issued by the City upon Owner's completion and approval by the City of required public infrastructure located on and off the Property as shown on **Exhibit C-3** and **Exhibit C-5**.

5.1.3.1 Building permits shall be issued by the City for up to 655 Dwelling Units based on the roadway Public Infrastructure located off the Property as of the Effective Date of this Agreement including, but not limited to, FM 543 and Melissa Road as they exist on the Effective Date of this Agreement. No additional off-property roadway Public Infrastructure shall be required prior to the issuance of the 655th building permit. Notwithstanding anything in this Section 5.1.3.1 to the contrary, prior to the issuance of any building permit for a Dwelling Unit within Planning Unit 3 as shown on **Exhibit C-2**, or if Melissa Road is in failing condition due to development-related traffic, Owner shall provide a "chip-

seal" surface to the existing portions of Melissa Road located between CR 206 and Telephone Road if permanent improvements to Melissa Road or roads permanently replacing existing Melissa Road have not been completed. The purpose of the surface is to provide dust control and wet-weather durability and not to improve structural integrity or traffic capacity.

5.1.3.2 Owner will provide Notice to the City when at least 200 building permits for Dwelling Units have been issued. After such Notice, the City will have 60 days within which to give Notice to Owner that the City either (i) elects not to contribute funds to the construction by Owner of improvements to FM 543, or (ii) has at least $3,600,000 in immediately available funds to contribute to the construction by Owner of improvements to FM 543 as a four-lane, divided thoroughfare as shown on **Exhibit C-5** and in conformance with City standards and is prepared (within such 60-day period) to enter into a participation or reimbursement agreement with Owner. If the City fails to give Notice to Owner of its election, the City shall be deemed to have elected not to contribute funds.

5.1.3.3 If, pursuant to Section 5.1.3.2, the City gives Notice to Owner of the City's election not to contribute funds to the construction of the improvements to FM 543 (or by its failure to give Notice is deemed to have elected not to contribute funds), then Owner, in its sole discretion, may elect either of the following alternatives: (i) to construct improvements to FM 543 as a four-lane, divided thoroughfare as shown on **Exhibit C-5** and in conformance with City standards; or (ii) to construct either of the following alternatives: (A) two or more lanes of Melissa Road as shown on **Exhibit C-5** and in conformance with City of Melissa and City of McKinney standards as set forth below, or (B) two or more lanes of Hardin Boulevard as shown on **Exhibit C-5** and in conformance with City standards. Notwithstanding the foregoing, Owner may only elect the alternative to improve Hardin Boulevard if the City of Melissa fails or refuses to enter into an agreement with Owner for the construction of Melissa Road on terms and conditions approved by Owner, which approval shall not be unreasonably withheld, conditioned, or delayed. With respect to portions of Melissa Road, such as the bridge structure, that will be located in both the City and the City of Melissa, and which cannot be practically designed and constructed using two different design and construction standards, a single set of standards will be agreed upon by the City, the City of Melissa, and Owner, or the most restrictive standards between the City and the City of Melissa will be applied.

5.1.3.4 If, pursuant to Section 5.1.3.2, the City gives Notice to Owner that the City has at least $3,600,000 to contribute to the construction by Owner of the improvements to FM 543, then Owner will enter into a participation or reimbursement agreement with the City to use the City's contribution to construct FM 543 as a four-lane, divided thoroughfare as shown on **Exhibit C-5** and in conformance with City standards.

5.1.3.5 If the construction of FM 543 has commenced as a four-lane, divided thoroughfare as shown on **Exhibit C-5** and in conformance with City standards (whether by Owner without City participation pursuant to Section 5.1.3.3 or by Owner with City participation pursuant to Section 5.1.3.4), Owner shall use all reasonable efforts to complete construction prior to the issuance of the 655th building permit; however, building permits shall continue to be issued for up to an aggregate total of 750 Dwelling Units so long as Owner is diligently pursuing completion of construction, as solely determined by City; and up to 1,760 Dwelling Units upon completion of construction and approval by the City. The City Engineer, at his discretion, may allow additional Dwelling Unit permits prior to approval of the construction if the road is safe for public use. Without limiting the items required for opening the road for public use, the following must be completed where applicable: pavement, striping, lighting, signage, guard rails, sidewalks, and other items the construction and installation of which would cause unsafe conditions if performed while the roadway is open.

5.1.3.6 If (in lieu of constructing FM 543 as a four-lane, divided thoroughfare) construction of at least two lanes of Melissa Road has commenced pursuant to either Section 5.1.3.3 or Section 5.1.3.4, Owner shall use all reasonable efforts to complete construction prior to the issuance of the 655th building permit; however, building permits shall continue to be issued for up to an aggregate total of 750 Dwelling Units so long as Owner is diligently pursuing completion of construction; and up to 1,760 Dwelling Units upon completion of construction and approval by the City. The City Engineer, at his discretion, may allow additional Dwelling Unit permits prior to approval of the construction if the road is safe for public use. Without limiting the items required for opening the road for public use, the following must be completed where applicable: pavement, striping, lighting, signage, guard rails, sidewalks, and other items the construction and installation of which would cause unsafe conditions if performed while the roadway is open.

5.1.3.7 Additional building permits beyond 1,760 through build out of the Dwelling Units allowed by this Agreement shall be issued (without further traffic impact analyses) when either of the following conditions is satisfied: (i) FM 543 as a four-lane, divided thoroughfare that complies with City standards and **Exhibit C-5** has been completed and approved and at least two lanes of Melissa Road that comply with City of Melissa standards and **Exhibit C-5** have been completed and approved; or (ii) at least four lanes of Melissa Road that comply with City of Melissa and City of McKinney standards and **Exhibit C-5** have been completed and approved. The City Engineer, at his discretion, may allow additional Dwelling Unit permits prior to approval of the construction if the road is safe for public use. Without limiting the items required for opening the road for public use, the following must be completed where applicable: pavement, striping, lighting, signage, guard rails, sidewalks, and other items the construction and installation of which would cause unsafe conditions if performed while the

roadway is open. With respect to portions of Melissa Road, such as the bridge structure, that will be located in both the City and the City of Melissa, and which cannot be practically designed and constructed using two different design and construction standards, a single set of standards will be agreed upon by the City, the City of Melissa, and Owner, or the most restrictive standards between the City and the City of Melissa will be applied.

5.1.3.8 Notwithstanding anything in this Section 5.1.3 to the contrary, Owner will provide Notice to the City when at least 1,000 building permits for Dwelling Units have been issued. The City will have 60 days within which to give Notice to Owner that the City has at least $3,600,000 in immediately available funds to contribute to the construction by Owner of FM 543 as a four-lane, divided thoroughfare as shown on **Exhibit C-5** and in conformance with City standards and is prepared (within such 60-day period) to enter into a participation or reimbursement agreement with Owner. If such Notice by the City is timely given, and provided that as of the date of the Notice Owner has not entered into a contract for the design or construction of more than two lanes of Melissa Road, then Owner will enter into a participation or reimbursement agreement with the City to use the City's contribution to construct FM 543 as a four-lane, divided thoroughfare as shown on **Exhibit C-5** and in conformance with City standards.

5.1.3.9 If (in lieu of constructing FM 543 as a four-lane, divided thoroughfare and in lieu of constructing at least two lanes of Melissa Road) construction of at least two lanes of Hardin Boulevard has commenced pursuant to Section 5.1.3.3, building permits shall continue to be issued for up to an aggregate total number of Dwelling Units determined by a traffic impact analysis approved by the City (which approval shall not be unreasonably withheld, conditioned, or delayed) so long as Owner is diligently pursuing completion, as solely determined by City.

5.1.3.10 Additional building permits beyond 1,760 shall be issued when the following conditions are satisfied: (i) FM 543 as a four-lane, divided thoroughfare that complies with City standards has been completed and approved by the City; (ii) at least two lanes of Hardin Boulevard that comply with City standards have been completed and approved by the City; and (iii) the number of additional permits is supported by a traffic impact analysis approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed. The City Engineer, at his discretion, may allow additional Dwelling Unit permits prior to approval of the construction if the road is safe for public use. Without limiting the items required for opening the road for public use, the following must be completed where applicable: pavement, striping, lighting, signage, guard rails, sidewalks, and other items the construction and installation of which would cause unsafe conditions if performed while the roadway is open.

5.1.3.11 Owner shall design, dedicate right-of-way for, construct, and tender for dedication to and acceptance by the applicable jurisdiction(s), subject to City's

sole discretion to accept such dedication and improvements, all roadway Public Infrastructure required within the Property to serve development of the Property as shown on **Exhibit C-3** as and when any portion of the Property adjacent to such on-Property roadways is platted or when otherwise required under the Special Regulations.

5.1.3.12 Owner will use all reasonable efforts to acquire, by negotiated purchase, right-of-way located off-Property and needed under Section 5.1.3 with respect to roadway Public Infrastructure located off the Property. In the event Owner or the District is unable to acquire the needed right-of-way by negotiated purchase, the City will cooperate with the Owner and the District, at the sole cost and expense of Owner and the District, to acquire the needed right-of-way including, but not limited to, the exercise by the City of its power of eminent domain. The determination of a public purpose and any decision to exercise such power is, however, within the sole discretion of the City.

5.1.3.13 If Public Infrastructure to serve the Property is constructed, or caused to be constructed, by parties other than Owner, the Owner shall be relieved of its obligations under this Agreement with respect to such constructed roadway Public Infrastructure.

5.1.3.14 Notwithstanding anything in the Subdivision Ordinance or this Agreement to the contrary, Owner shall not be required to provide any roadway Public Infrastructure for the development of the Property other than as described in Section 5.1.3 or otherwise as a result of any current or future traffic impact analyses. The traffic impact analyses required by Section 5.1.3.9 and Section 5.1.3.10(iii) are solely for the purpose of determining the number of building permits that may be issued if Owner elects to construct improvements to Hardin Boulevard as permitted by Section 5.1.3.

5.1.3.15 The City acknowledges and agrees that the roadway Public Infrastructure constitute "Road Projects" within the meaning of the term as used in the District Legislation. The City Consents to the District undertaking the construction, acquisition, improvement, maintenance, and operation of the roadway Public Infrastructure described in Section 5.1.3 for all purposes authorized by the District Legislation.

5.1.4 Operation and Maintenance of the Public Infrastructure.

5.1.4.1 If dedicated to and accepted by the City, the City shall at all times maintain the Public Infrastructure, or cause such Public Infrastructure to be maintained, in good condition and working order in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same. To the extent the City accepts and utilizes the water and sewer Public Infrastructure,

the City shall operate the water and sewer Public Infrastructure serving the Property and will use the Public Infrastructure to provide service to all customers within the Property in accordance with and subject to any and all applicable laws, ordinances, rules, regulations, policies or standards regarding the provision of water service and sanitary sewer service by the City.

5.1.4.2 To the extent none of the City, the County or the State accepts roadway Public Infrastructure within the Property, then such roadway Public Infrastructure shall be maintained to standard City maintenance standards by the District (and the District shall seek the necessary legislative powers to finance such maintenance) or by the City, under a contract between the City and the District, and funded through a PID, as described in Section 8.2, in good condition and working order, ordinary wear and tear excepted.

5.1.4.3 To the extent roadway Public Infrastructure outside the Property is not accepted by the applicable jurisdiction therefor, the District has the right, but not the obligation, to maintain such roadway Public Infrastructure.

5.1.4.4 To the extent none of the City, the County or the State accepts drainage Public Infrastructure within the Property, such drainage Public Infrastructure shall be maintained by the District in good condition and working order, ordinary wear and tear excepted.

5.2 Retail Water Provider.

5.2.1 The City shall provide uninterrupted, equitable, and uniform retail water service to the Property, and the City agrees to take, and to cooperate with the Owner and the District in taking, all reasonable efforts, as determined by City, necessary or desirable to provide such service. The City further agrees not to take any action or permit any action to be taken which would have a material adverse effect on uninterrupted, equitable, and uniform retail water service to the Property. In the event the City fails to provide uninterrupted, equitable, and uniform retail water service to the Property for any reason, or in the event Owner is exercising its right to seek retail water service alternatives pursuant to Section 5.1.1.4, Owner has the right to: (1) dig water wells in order to satisfy such service needs; (2) obtain such service from any other available source for such service; (3) obtain such permits (from the TCEQ and elsewhere, with the City's cooperation) as may be necessary or desirable in order that the Owner or the District may provide such service so long as the City's Water CCN for the Property is not affected; and/or (4) become the retail provider of such service under a contract acceptable to the City and Owner and the District. If Owner exercises such rights, Owner shall have the right to use the water Public Infrastructure for delivery of such water and shall adequately compensate the City for "take or pay" provisions in the NTMWD Supply Contract applicable to the Property. Retail customers within the Property shall pay the applicable water rates for customers outside the corporate limits of the City.

5.2.2 The City shall obtain the Water CCN for the entire Property from the NCWSC pursuant to the Settlement Agreement. Owner shall, or shall cause the District to, pay or reimburse the City for the costs of obtaining the Water CCN for the entire Property in an amount equal to One Hundred Twenty Five Dollars ($125.00) per acre of the Property (the "Water CCN Costs"). Such reimbursement shall occur within thirty (30) days after the receipt by Owner of a Notice from the City Engineer certifying that the City has acquired (or upon payment will acquire) the Water CCN from NCWSC and confirming the obligation of the City to provide retail water service to the Property.

5.2.3 The City covenants, represents and warrants to Owner and the District that: (1) the NTMWD Supply Contract is in full force and effect; (2) the City is not in default nor are there circumstances in which, with the giving of Notice or passage of time, the City would be in default under the NTMWD Supply Contract; and (3) with respect to the Property, the City will take no action with respect to the NTMWD Supply Contract to terminate, amend, or modify same without the consent of Owner and the District.

5.2.4 The letter dated December 4, 2006 attached hereto as **Exhibit I** is incorporated herein by reference.

5.3 Retail Sewer Provider. The City is the retail sewer provider to the Property sufficient to serve all Dwelling Units provided Owner or District constructs adequate sewer Public Infrastructure under this Agreement. Retail customers within the Property shall pay the applicable sewer rates for customers outside the city limits. The City agrees to take, and to cooperate with the Owner and the District in taking, such actions as may be necessary or desirable to Owner or the District to ensure uninterrupted, equitable and uniform retail sewer service by the City as the retail sewer provider to the Property. The City agrees not to take any action or to permit any action to be taken which would have a material adverse effect on uninterrupted, equitable and uniform retail sewer service by the City as the retail sewer provider to the Property. The City covenants, represents and warrants to Owner and the District that: the Sewer Contract is in full force and effect; the City is not in default nor are there circumstances in which, with the giving of Notice or passage of time, the City would be in default under the Sewer Contract; and with respect to the Property, the City will take no action with respect to the Sewer Contract to terminate, amend or modify same without the consent of Owner and the District.

ARTICLE VI
TERM OF AGREEMENT

The term of this Agreement shall be 15 years after the Effective Date unless extended by mutual agreement of Owner and the City (as extended, the "Term"). The Term shall not be affected by any limited purpose annexation pursuant to Section 7.3.

ARTICLE VII
JURISDICTIONAL STATUS

7.1 Immunity from Full Purpose Annexation. Except as provided in Section 7.2 and Section 12.18, the Property shall remain in the ETJ of the City and be immune from full purpose annexation by the City for the Term.

7.2 Full Purpose Annexation. The City shall have the right, but not the obligation, to full purpose annex a portion of the Property as provided in Section 12.18. The City shall also have the right, but not the obligation, to full purpose annex the Property or portions thereof prior to the expiration of the Term if Owner's construction of the Public Infrastructure to serve full development of the Property is complete and the District has issued bonds to reimburse the cost of the Public Infrastructure, whereupon the City shall assume the obligations of the District, including the obligation for payment of the District's outstanding bond obligations as described hereinafter. Upon full purpose annexation of the Property or the applicable portion thereof prior to the expiration of the Term (and the resulting dissolution of the District and City assumption of District obligations as required by law), the Term shall terminate upon the effective date of the full purpose annexation for such portion of the Property. OWNER AND ALL FUTURE OWNERS OF THE PROPERTY (INCLUDING END-BUYERS) AND DEVELOPERS IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE FULL PURPOSE ANNEXATION OF THE PROPERTY INTO THE CORPORATE LIMITS OF THE CITY IN ACCORDANCE WITH THIS AGREEMENT AND WAIVE ALL OBJECTIONS AND PROTESTS TO SUCH ANNEXATION. THIS AGREEMENT SHALL SERVE AS THE PETITION OF OWNER AND ALL FUTURE OWNERS AND DEVELOPERS TO FULL PURPOSE ANNEXATION OF THE PROPERTY IN ACCORDANCE WITH THIS AGREEMENT AND THE CONSENT AGREEMENT.

7.3 Limited Purpose Annexation. Owner agrees that the City shall have the right to annex the Property for the sole and limited purpose of allowing the City to impose sales and use taxes within the boundaries of such retail areas pursuant to Section 43.0751 of the Texas Local Government Code. The terms and conditions upon which such limited purpose annexations may occur are set forth in the "Strategic Partnership Agreement" attached as **Exhibit J**. No limited purpose annexation pursuant to the Strategic Partnership Agreement shall affect, in any way, the ETJ status of the Property; and, notwithstanding any limited purpose annexation, the Property, shall continue to be located within the ETJ of the City for purposes of this Agreement.

7.4 Notice to Homeowner. At the time each prospective homebuyer contracts for the purchase of a home in the District, and at the time each home buyer closes the purchase of a home in the District, the homebuyer shall be given a disclosure notice in the form required by the Texas Water Code, as amended.

7.5 McKinney ISD Agreement. Owner has entered into an agreement (the "MISD Agreement") with the McKinney Independent School District (the "MISD") setting forth the terms and conditions upon which: (i) up to three (3) school sites shall be developed and dedicated to the MISD; and (b) funds contributed to an account (the "Education Fund") to be

held by the Property's homeowner association (the "HOA") will be spent by the HOA on behalf of the MISD to offset or repay Owner for the acquisition and development costs of such school sites, with the balance donated to the MISD to offset construction costs for school buildings, parking and schoolyard enhancements on such sites. Owner shall cause deed restrictions to be recorded against the Property prior to the time any lot becomes eligible for homestead status. The deed restrictions shall require that upon the original sale of each residential lot with improvements thereon (i.e., the sale of such lot with a house or townhouse) within the Property to an End-Buyer, the seller of such lot and improvements shall pay to the HOA an amount equal to one-half of one percent (0.5%) of the gross sales price of the residential lot and improvements (the "Education Fund Payment"). The deed restrictions shall create a lien upon each residential lot and improvements to secure payment of the Education Fund Payment. The title company or escrow agent handling the closing shall deduct the Education Fund Payment from the amount otherwise due the seller and shall forward the Education Fund Payment directly to the HOA. Notwithstanding anything in this Section 7.5 to the contrary, the foregoing payment requirements and deed restrictions shall not apply to any sale of a residential lot after the original sale of such lot to an End-Buyer, any non-residential property, or age-restricted residential lots located within the Property, as such developments shall be determined and identified by Owner; provided, however, in the event such lot is sold other than as an age-restricted residential lot, or the owner thereof uses such lot in violation of applicable age restrictions, then the foregoing payment requirements and deed restrictions shall be applicable to such lot at such time and such seller or such owner, as applicable, shall be responsible for such payment.

ARTICLE VIII
CONSENT TO DISTRICT/PID

8.1 Consent to the District Creation. This Agreement constitutes the irrevocable and unconditional consent of the City to the creation of the District covering the Property or any portion thereof pursuant to the authority of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended. The City further consents to expansions, from time to time, of the authority of the District (by special acts of the Texas legislature or otherwise, the text of such special acts to be approved by the City) to include road powers (both within and outside the boundaries of the District) authorized by the Texas Constitution or by the laws of the State of Texas, as amended.

8.2 Consent to the PID Creation. Upon satisfaction of the requisites of Texas Local Government Code Chapter 372, the City shall consent to the creation of one or more public improvement districts (a "PID") covering the Property or any portion thereof. The purposes of the PID are: (i) to design, construct, install, operate, maintain, and repair roadway improvements to serve the Property (both within and outside the boundaries of the PID); (ii) to the extent the District does not have or acquire the authority to do so, to design, construct, install, operate, maintain, and repair other public improvements authorized by Chapter 372 and hereafter approved by the City Council: (iii) to the extent the District does not have or acquire the authority to do so, to operate, maintain and repair parks, open space, and other common areas and amenities within the PID; and (iv) to finance and pay for any of the foregoing activities

through the levy and collection of special assessments against the Property, including the issuance of PID bonds through a local government corporation.

8.3 Consent Ordinances; Other Documents. The City agrees to execute such further documents as may reasonably be requested by Owner, the TCEQ, the AG, or the District to evidence the City's consents as set forth in this Agreement and in the Consent Ordinance.

8.4 No Limitation of Powers. Nothing in this Article VIII is intended to limit, impair, or conflict with the authority of or powers granted to a District or PID by the Texas Constitution, Texas Water Code, Texas Local Government Code, or any other current or future statute applicable to such districts except where such authority or power is exercised in contravention to the terms of this Agreement.

8.5 Full Satisfaction. The consents contained in this Article VIII and in the Consent Ordinance (the "District Consents") are given by the City: (i) in full satisfaction of any requirements for district consents contained in any statute or otherwise required by law, rule, regulation or policy including, but not limited to, consents required by the Texas Water Code, as amended, the Texas Local Government Code, as amended, any rules, regulations, or policies of the TCEQ, or any rules, regulations, or policies of the AG; (ii) with the understanding that, save and except fraud in the inducement or misrepresentation, the District Consents are irrevocable and cannot be withdrawn or modified in any way by the City or by any action of the City Council without the prior written approval of Owner; (iii) with the understanding that Owner has relied on the District Consents to Owner's material detriment and but for the District Consents Owner would not have entered into this Agreement; and (iv) with the understanding that the District Consents shall not be affected by: (A) any default under this Agreement, whether by Owner or any other person or entity that is or hereafter becomes bound by this Agreement; (B) any other act or omission by Owner or any other person or entity, whether or not related to this Agreement or the Property, save and except fraud in the inducement or misrepresentation; or (C) any act or omission by the District, whether or not related to this Agreement or the Property.

ARTICLE IX
EVENTS OF DEFAULT; REMEDIES

9.1 Events of Default. No Party shall be in default under this Agreement ("Default") unless and until (i) Notice of the alleged failure of such Party to perform has been given (which Notice shall set forth in reasonable detail the nature of the alleged failure), and (ii) such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than twenty (20) days after written Notice of the alleged failure has been given). In addition, there shall be no Default if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in Default with respect to its obligation to make any payment required under this Agreement if such payment is not made within five (5) business days after it is due.

9.2 Remedies. If a Party is in Default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

9.2.1 entitle the aggrieved Party to terminate this Agreement; or

9.2.2 except as provided by Section 3.2, entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the Default;

9.2.3 adversely affect or impair the current or future obligations of the City to provide water or sewer service (whether wholesale or retail) or any other service to any developed portion of the Property or to any undeveloped portion of the Property unless the undeveloped portion of the Property is the subject of the Default; or

9.2.4 entitle the aggrieved Party to seek or recover monetary damages or attorney's fees of any kind; or

9.2.5 adversely affect or impair the validity of any consents given by the City in this Agreement or in the Consent Ordinance to the creation of the District or PID; or

9.2.6 adversely affect or impair the current or future rights, powers or authority of the District or PID (including, but not limited to, the issuance of bonds) or the day-to-day administration of the District or PID; or

9.2.7 adversely affect or impair the continuation of the ETJ status of the Property and its immunity from annexation as provided by this Agreement and the Consent Ordinance; or

9.2.8 limit the Term; or

9.2.9 allow the City to annex the Property for full-purpose annexation unless there exists an ongoing Default under Section 3.2 which remains uncured after applicable Lender cure periods and for eighteen (18) months thereafter and upon the City's agreement to assume all outstanding debt obligations on the Property (for an affected District) incurred under Section 5.03 of the Consent Agreement.

9.3 Default by Non-Affiliated Owner/Sub-Developer. Notwithstanding the City's rights under Section 3.2 or any Notice provisions of Section 9.1 to the contrary, in the event of a default by a non-affiliated owner/sub-developer in the construction of subdivision infrastructure within approved plats, plat approval shall continue so long as Owner or the District provides the City with the following: a) a corrective work plan and cost of cure within 60 days of the default and b) unless the default is cured within 120 days, Owner or the District escrows funds with the City the amount of the cost of cure within 120 days from the date of Owner's or District's receipt

of notice of default. The continuation of plat application processing and approvals incident to a default in this Section 9.3 does not include a default by Owner or any assignee in obligations for Major Infrastructure (including but not limited to arterials shown on Ex. C-5 and all collectors), whether constructed by Owner, District or an assignee, and this Section 9.3 shall not limit Owner's and the District's obligations for Major Infrastructure and all other obligations of Owner or the District under this Agreement, which defaults shall remain subject to the City's remedies in Section 9.2 and 9.2.2 above. If the default is timely cured or the escrow is funded pursuant to this Section 9.3, plat applications and approvals shall continue within the affected Planning Unit and other Planning Units; however, until the default is cured, such continuation shall cease on the earlier of one (1) year from the date default or upon the approval of plats containing an aggregate of 350 lots. Owner or District shall have the right, with the City's approval, to use any escrowed funds to cure the default.

9.4 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

9.4.1 The City waives its governmental immunity from suit as to any action brought by a Party to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City has with respect to suits against the City by persons or entities other than a Party to this Agreement.

9.4.2 Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions; provided however, the City waives any claim or defense that any provision of this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the City's performance of its governmental functions.

ARTICLE X
ASSIGNMENT AND ENCUMBRANCE

10.1 Assignment by Owner to the District. Owner has the right to assign to the District those portions of this Agreement concerning the provision of water and/or sewer service to the Property and the design, construction, installation, maintenance and repair of any Public Infrastructure. Thereafter, for the limited purposes of such assignment, the District shall be considered an "Assignee," and therefore a Party, for purposes of this Agreement. Each assignment shall be in writing executed by Owner and the District and shall obligate the District to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look to the District for the performance of all obligations assigned to the District and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the District's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not given to the City within fifteen (15) days after

execution, Owner shall not be released until the City receives the assignment; further provided, however, that with respect to obligations of Owner to construct the Major Infrastructure (as defined in Section 10.3), Owner shall not be released from subsequently performing such assigned obligations unless such obligations are secured as set forth in Section 10.3 or Owner is otherwise released from such obligations under the terms of Section 10.3. No assignment by Owner shall release Owner from any liability resulting from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Owner shall maintain written records of all assignments made by Owner to the District, including a copy of each executed assignment, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

10.2 Assignment by Owner to Successor Owners or Entities. Owner has the right (from time to time without the consent of the City, but upon written Notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within fifteen (15) days after execution. Except as otherwise provided in Section 10.3 of this Agreement, from and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within fifteen (15) days after execution, Owner shall not be released until the City receives such assignment. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Owner shall maintain written records of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

10.3 Obligations for Major Infrastructure. Notwithstanding the provisions of Section 10.2 and without limiting the generality of Section 10.2, Owner shall have the right to assign to Assignee all or any part of the obligations of Owner under this Agreement to construct or cause the District to construct: (i) the East and West Feed water lines; (ii) the Trinity South Elevated Tank; (iii) the Off-Site Sanitary Sewer; (iv) the FM 543 Improvements; (v) the Melissa Road Improvements; and (vi) the arterials within and perimeter to the Property; all of the foregoing shown on **Exhibit C-5** and all "collector streets" within and perimeter to the Property (collectively, the "Major Infrastructure"). "Collector Streets" shall be synonymous with such term as contained in the Subdivision Ordinance, currently 142-9(4) of the Code of Ordinances. In the event the obligation to construct all or any part of the Major Infrastructure is assigned to Assignee, such Assignee shall secure its obligation (e.g., payment, performance bonds, bonds securing construction contracts or other form of security acceptable to and in favor of the City) in

accordance with the Applicable Regulations. Notwithstanding an assignment by Owner under Section 10.3, Owner shall continue to be obligated for completion of the construction of the Major Infrastructure in the event Assignee fails to complete construction in accordance with this Agreement; however, Owner shall not be required to provide any security for Owner's performance, and Owner's liability shall be limited to the actual cost to complete construction (and Owner shall have no other liability to the City arising out of any breach of this Agreement by Assignee), and in the event and at such time that Owner has sold, dedicated or otherwise conveyed its interest in all or substantially all of the Property, and assigned all of Owner's obligations to construct the Major Infrastructure to one or more Assignees, then Owner shall be released from any continuing obligations under this Agreement for completion of the construction of the Major Infrastructure. When construction of the Major Infrastructure, or any part thereof, has been completed in accordance with this Agreement, Owner shall be released from any continuing obligations under this Agreement with respect to the completed Major Infrastructure, and the City agrees to look solely to Assignee. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Owner shall maintain written records of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

10.4 Assignment by Owner to Non-Owners. Subject to the City's prior written approval, Owner has the right, from time to time, to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity that is not an owner of any portion of the Property (a "Non-Owner Assignee"). Each assignment shall be in writing executed by Owner and the Non-Owner Assignee and shall obligate the Non-Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within fifteen (15) days after execution. If the City approves the Non-Owner Assignee in writing, then the City agrees to look solely to the Non-Owner Assignee for the performance of all obligations assigned to the Non-Owner Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Non-Owner Assignee's failure to perform the assigned obligations. If the City fails or refuses to approve the Non-Owner Assignee, the assignment shall nevertheless be effective; however, the Owner shall continue to be responsible, jointly and severally, with the Non-Owner Assignee for the performance of all obligations assigned. No assignment by Owner shall release Owner from any liability resulting from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Owner shall maintain written records of all assignments made by Owner to Non-Owner Assignees, including a copy of each executed assignment and the Non-Owner Assignee's Notice information as required by this Agreement, and, upon written request from any Party or Non-Owner Assignee, shall provide a copy of such records to the requesting person or entity.

10.5 Assignment by the City. The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, without the prior written approval of Owner and the District.

10.6 Encumbrance by Owner and Assignees. Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders (each, a "Lender") without the consent of but with prompt Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any Lender to perform any obligations or incur any liability under this Agreement unless the Lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the Lender's interest, including Notice (hereinafter defined) information for the Lender, then the City shall deliver Notice to the Lender of any failure to perform at the same time such Notice is delivered to a defaulting Party to this Agreement.

10.7 Lender Rights. Lender shall have the right, but not the obligation, to cure any defaults under this Agreement and shall be given the same amount of time to cure such default as the applicable cure period provided to a defaulting Party by this Agreement (with such cure period, however, commencing upon delivery of Notice to Lender) before such default becomes a Default. Notwithstanding the foregoing, if an alleged default involves the failure to perform any of the obligations set forth in Section 3.2, Lender shall be given an additional reasonable time (not to exceed 60 days) to cure the alleged default. The City agrees to accept a cure offered by the Lender as if offered by the defaulting Party. A Lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the Lender, to add the Lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a Lender, whether judicial or non-judicial. Any purchaser from or successor owner through a Lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured

10.8 Assignees as Parties. An Assignee shall be considered a "Party" for the purposes of this Agreement.

ARTICLE XI
RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

11.1 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement and all amendments hereto (including amendments to the Concept Plan) shall be recorded in the deed records of Collin County, Texas. In addition, all assignments of this Agreement shall be recorded in the deed records of the County. This Agreement, when recorded, shall be a covenant running with the land and binding upon the Property, the Parties and their grantees, successors, trustees and assigns and all others holding

any interest in the Property now or in the future; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a fully developed and improved lot except for land use and development regulations that apply to specific lots. For purposes of this Agreement, the Parties agree: (i) that the term "End-Buyer" means any owner, developer, tenant, user, or occupant; (ii) that the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the deed records of the County; and (iii) that the term "land use and development regulations that apply to specific lots" means all of the Governing Regulations except the Public Infrastructure and Retail Utility Service provisions of Article V.

11.2 Releases. From time to time upon written request of Owner, the City Manager of the City shall execute, in recordable form, a release of this Agreement as to an End-Buyer of a fully developed and improved lot.

11.3 Estoppel Certificates. From time to time upon written request of Owner and at Owner's cost, the City Manager of the City will execute a written estoppel certificate identifying any obligations of a Party under this Agreement that are in default or, with the giving of Notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, a Party is in compliance with its duties and obligations under this Agreement

ARTICLE 12
ADDITIONAL PROVISIONS

12.1 Recitals. The recitals contained in this Agreement: (i) are true and correct as of the Effective Date; (ii) form the basis upon which the Parties negotiated and entered into this Agreement; (iii) are legislative findings of the City Council; and (iv) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

12.2 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (i) on or after the tenth (10th) business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (ii) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (iii) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the City: **City of McKinney, Texas**
Attn: City Manager
222 N. Tennessee
McKinney, Texas 75069
E-Mail: jgray@mckinneytexas.org
FAX: 972.547.2607

Copy to: Attn: City Attorney
Mark Houser
Brown & Hofmeister
740 E. Campbell Road, Suite 800
Richardson, Texas 75081
E-Mail: mhouser@bhlaw.net
FAX: 214.747.6111

To Owner: **CH-B Trinity Falls, LP**
Attn: Leisha Ehlert
1111 West 11th Street
Austin, Texas 78703
E-Mail: le@castlehillco.com
FAX: 512-381.6131

Copy to: Vinson & Elkins
Attn: Randy Jurgensmeyer
2001 Ross Avenue, Suite 3700
Dallas, TX 75201
E-Mail: rjurgensmeyer@velaw.com
Fax: 214.999.7790

12.3 Reservation of Rights. This Agreement constitutes a "permit" within the meaning of Chapter 245, Texas Local Government Code.

12.4 Vested Rights. Except as provided in this section, Owner does not, by entering into this Agreement, waive (and Owner expressly reserves) any right that Owner may now or hereafter have with respect to any claim: (i) of "vested" or "protected" development or other property rights arising from Chapters 43 or 245, Texas Local Government Code, as amended, or otherwise arising from common law or other state or federal laws; or (ii) that an action by the City constitutes a "taking" or inverse condemnation of all or any portion of the Property, (in either event, a "Claim"). Notwithstanding the foregoing, Owner does waive any such property rights and Claims to the extent they are based on an action taken by the City under the authority of this Agreement (excluding, however, any action taken by the City that constitutes a Default under this Agreement). The City may amend any Governing Regulation not otherwise subject to Chapter 245 of the Texas Local Government Code and apply such amendments to the Property unless otherwise stated in this Agreement. The Parties agree that an approved preliminary-final plat shall constitute the first "permit" for any end-user lot on the Property.

12.5 Indemnification/Continuing Obligation. Except for those matters for which Owner has been released by the City under Article X, CH-B Trinity Falls, LP, a Texas limited partnership, ("CH-B"), agrees to indemnify and hold harmless the City against claims or suits (including the City's reasonable attorney's fees, damages, and judgments) against the City by any Assignee and arising out of any obligation, right, title, or interest assigned by Owner to the Assignee under this Agreement. This indemnity and hold harmless obligation (i) shall be limited solely to claims against the City by the Assignee (but not to any person or entity claiming by, through, or under the Assignee), (ii) shall not apply to claims where the City is found by a court to be in Default under this Agreement, and (iii) shall not apply to claims against the City that are unrelated to the obligations, right, title, or interest assigned to the Assignee under this Agreement.

12.6 Manufactured Housing. Notwithstanding any other provision of this Agreement to the contrary, HUD-certified manufactured homes may be located within the Property, from time to time, for any purpose necessary for the creation or administration of the District (including, but not limited to, providing qualified voters within the District or qualifying persons to serve on the Board of Directors of the District). Owner will notify the City of the location of, make and model of, HUD number for, and 911 address of each home within thirty (30) days after the home is occupied. Manufactured homes permitted by this Agreement: (i) are not required to be located on a platted lot; (ii) do not require a building permit; (iii) do not require a certificate of substantial completion; (iv) do not otherwise have to comply with the Governing Regulations; (v) do not require any permit or other approval by the City; and (vi) will be promptly removed when no longer needed for the creation or administration of the District. Manufactured homes permitted by this section shall, however, be subject to all permits or approvals otherwise required by the County; and the City shall cooperate in good faith to assist Owner in obtaining such permits and approvals and in obtaining water, sewer, and utility service for such homes.

12.7 Water Wells. Owner shall be permitted to dig water wells to satisfy service needs (including, but not limited to, irrigation purposes) that Owner and/or the District deems necessary or desirable; however, such wells may not be used to provide potable water without the consent of the City unless: (1) Owner is exercising its right to seek retail water service alternatives pursuant to Section 5.1.1.4; or (2) the City otherwise fails to provide retail water service as required by this Agreement. Such wells shall be subject to all applicable rules and regulations of the TCEQ. In the event Owner or the District dedicate any such wells to the City, the City shall allow Owner or the District, as applicable, to reserve the right to use water from such wells for irrigation purposes.

12.8 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which had Party originally drafted the provision.

12.9 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by ordinance duly adopted by the City Council in accordance with all applicable

public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by the appropriate action of Owner, that the individual executing this Agreement on behalf of Owner has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties is authorized by Section 212.171 of the Texas Local Government Code.

12.10 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. The provisions of this Agreement are severable and, in the event any provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances except to the extent that the severed provision is a dependent substantive term the removal of which affects the intent and effect of the remaining provisions. Without limiting the generality of the foregoing, (i) if it is determined that, as of the Effective Date, Owner does not own any portion of the Property, this Agreement shall remain in full force and effect with respect to all of the Property that Owner does then own, and (ii) if it is determined, as of the Effective Date, that any portion of the Property is not within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ. If at any time after the Effective Date it is determined that any portion of the Property is no longer within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that remains within the City's ETJ.

12.11 Director Qualifying Lots. Notwithstanding any other provision of this Agreement to the contrary, the conveyance, from time to time, by metes and bounds or otherwise of any portion of the Property to any person for the purpose of qualifying such person to be a member of the board of directors of the District shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City; provided, however, no Structure, other than manufactured housing authorized by Section 12.6, shall be constructed on any property conveyed for such purpose unless and until a plat of such portion has been approved by the City in accordance with this Agreement.

12.12 Applicable Law; Venue. This 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, and all obligations of the Parties are performable in Collin County, Texas. Venue for any action to enforce or construe this Agreement shall be Collin County, Texas.

12.13 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

12.14 No Third Party Beneficiaries. Except as otherwise provided in this Section 12.14 this Agreement only inures to the benefit of and may only be enforced by, the Parties. If the District is not an Assignee, the District shall be considered a third-party beneficiary of this Agreement. An End-Buyer shall be considered a third-party beneficiary of this Agreement, but only for the limited purposes for which an End-Buyer is bound by this Agreement. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

12.15 Force Majeure. Each Party shall use good faith, due diligence, and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence, and reasonable care, including without limiting, a delay or failure of performance caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, or quarantine restriction.

12.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12.17 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

12.18 Collin County Outer Loop.

12.18.1 CCOL Deed. Owner agrees to convey approximately 85 acres of land near the northern boundary of the Property as depicted on the Concept Plan Land Use Plan attached as **Exhibit C-1** (the "CCOL ROW") for the future construction of the Collin County Outer Loop (the "CCOL") by the City, Collin County, or other entity or

governmental agency (the "CCOL Agency"). Within 60 days after the Effective Date of this Agreement, Owner will deliver to a third-party escrow agent approved by Owner and the City (the "Escrow Agent") a special warranty deed (the "CCOL Deed") in substantially the form of **Exhibit L** conveying to the City fee simple title to the CCOL ROW: (1) free of monetary liens and monetary encumbrances; (2) subject to all matters of record that affect the CCOL ROW as of the date of this Agreement; and (3) subject to a perpetual easement reserving to Owner and its successors the right to locate, construct, install, maintain, replace, and repair water, sanitary sewer, and drainage facilities over, under, and across the CCOL ROW, provided that such easement and any facilities shall be expressly limited to only those areas wherein such easement and facilities conform to applicable City of McKinney ordinances and which do not conflict with the design and construction of the Collin County Outer Loop. The Parties acknowledge that the legal description of the CCOL ROW will reflect an alignment preferred by Owner and supported by the City but may vary from the other alignments that have been considered by Collin County from time to time. The City will use its best efforts to cause Collin County to take official action approving a CCOL alignment that conforms to the alignment reflected by the CCOL Deed. Owner shall not take an adverse position to any actions sought by the City in approving the alignment reflected in the CCOL Deed.

12.18.2 Escrow Instructions. Delivery of the CCOL Deed to the Escrow Agent shall be accompanied by written escrow instructions approved by Owner and the City (the "Escrow Instructions") in substantially the form of **Exhibit M** that set forth the conditions upon which the CCOL Deed will be delivered to the City or returned to Owner. The Escrow Instructions shall provide that the CCOL Deed will be delivered to the City not earlier than 30 days after the CCOL Agency certifies in writing to Owner, the City, and the Escrow Agent that the CCOL Agency: (a) has approved and has immediately available funds to pay for the construction of the CCOL or portion thereof that includes the CCOL ROW, including an intersection of the CCOL with future Hardin Boulevard; (b) has opened the bids and awarded the contract for such construction; and (c) is prepared to give the selected contractor a "Notice to Proceed" subject only to the availability of the CCOL ROW. The Escrow Instructions shall also provide that the CCOL Deed may be returned to Owner with the written consent of the City and shall be returned to Owner not earlier than 30 days after Owner certifies in writing to the City, the CCOL Agency, and the Escrow Agent that one or more of the following has occurred: (A) construction of permanent improvements (including, but not limited to, infrastructure) has commenced on property in the vicinity of the Property that effectively prevents use of the CCOL ROW as part of the CCOL; (B) the CCOL Agency has awarded a contract for the construction of the CCOL based on an alignment that differs materially from the CCOL ROW or that does not include an intersection of the CCOL with future Hardin Boulevard; (C) the CCOL has been abandoned by order of the CCOL Agency; or (D) the conditions required to deliver the CCOL Deed to the City have not been satisfied within 40 years after the Effective Date of this Agreement. During the period that the CCOL Deed is being held by the Escrow Agent, Owner may use the CCOL ROW in accordance with the easements described above and as approved by the City. If the CCOL Deed is returned to Owner for any reason, Owner shall have no

continuing obligations to provide right-of-way for or related to the CCOL, and the CCOL ROW can be developed in accordance with the Alternative Concept Plan Land Use Plan attached as **Exhibit C-1A**.

12.18.3 Reserved Land. Owner agrees to reserve for development approximately 35.6 acres north of and adjacent to the CCOL ROW between future Hardin Boulevard and CR 281 as depicted on the Concept Plan Land Use Plan attached as **Exhibit C-1** (the "Reserved Land"). If the CCOL Deed is returned to Owner as provided in subsection "(a)" above, the reservation described herein terminates, and the Reserved Land can be developed in accordance with the Alternative Concept Plan Land Use Plan attached as **Exhibit C-1A**.

12.18.4 Water, Sanitary, and Drainage Facilities. All water, sanitary sewer, and drainage facilities located within the CCOL ROW will be designed and constructed in a manner that will not preclude the use of the CCOL ROW as part of the CCOL. Reasonable consideration will be made in the design of the facilities to minimize the probability or extent of future adjustments to the facilities during the construction of the CCOL, and the City shall not unreasonably withhold its approval of such facilities. If the CCOL is constructed before the Reserved Land is developed, the City will allow for adequate utility extensions, stubs, sleeves, etc. to facilitate development of the Reserved Land.

12.18.5 Full-Purpose Annexation. The City consents to the division of MUD No. 2, resulting in MUD No. 2 and a new municipal utility district (the "New MUD") in accordance with the provisions of the Texas Water Code and the District Legislation. The New MUD shall initially include the CCOL ROW and the Reserved Land (collectively, the "New MUD Land"). Within 30 days after the creation of the New MUD, the City and the New MUD shall enter into an agreement (the "New MUD Consent Agreement"); except that the New MUD Consent Agreement will provide that the New MUD will not issue any bonded indebtedness without the City's consent unless the CCOL Deed is returned to Owner, in which case the New MUD may issue bonded indebtedness subject only to the requirements and limitations in the New MUD Consent Agreement in substantially the form of the MUD No. 1 Consent Agreement and MUD No. 2 Consent Agreement. The Reserved Land may be developed for non-residential purposes while the CCOL Deed is being held by the Escrow Agent. If the CCOL Deed is delivered to the City, the Owner shall petition for full purpose annexation of the New MUD Land, and the City, at its option at any time thereafter, may full-purpose annex the New MUD Land into the corporate limits of the City, whereupon the New MUD will be dissolved as provided by law; however, upon such annexation and dissolution, Owner waives all rights to be reimbursed by the City for costs and expenses related to the development of the New MUD Land. If the CCOL Deed is returned to Owner for any reason, the New MUD Land cannot be full-purpose annexed by the City for the period set forth in the New MUD Consent Agreement.

12.18.6 MUD Annexations. The City consents to one or more annexations by MUD No. 1 or MUD No. 2, and/or the New MUD of areas that will be served by the Public Infrastructure, which consent is effective upon the Effective Date of this Agreement regardless of whether the Escrow Agent delivers the CCOL Deed to the City or returns it to Owner. The consent to annexation provided in this subsection is unconditional and irrevocable. The New MUD Consent Agreement will provide that the New MUD will not issue any bonded indebtedness without the City's consent unless the CCOL Deed is returned to Owner, in which case the New MUD may issue bonded indebtedness subject only to the requirements and limitations in the New MUD Consent Agreement. The areas encompassing any annexations by MUD No. 1 or MUD No. 2 shall be entirely within one-half (1/2) mile of the existing boundary of the Property. Upon any annexation into either MUD No. 1 or MUD No. 2, the aggregate number of residential units allowed within the area contained in MUD No. 1, MUD No.2 and the annexed area shall be 4,176 units.

12.18.7 Amendment of Development Agreement. Property annexed into the MUDs as provided in Section 12.18.6 will be considered part of the Property for purposes of this Agreement and as such shall be bound by all provisions hereof. Upon annexation into the MUDs, this Agreement shall be amended to identify the Public Infrastructure required to be constructed and maintained by affected MUD.

12.19 Prior Agreement. Upon full execution, this Agreement replaces, in its entirety, the Prior Agreement, whereupon the Prior Agreement is unconditionally terminated and of no further force and effect. The Parties acknowledge that upon execution of this Agreement there are no events of default under the Prior Agreement and no facts or circumstances which with the giving of Notice or passage of time would constitute an event of default under the Prior Agreement. The City unconditionally and fully releases Owner from any and all claims that the City had or may have against Owner directly or indirectly arising under or related to the Prior Agreement. Owner unconditionally and fully releases the City from any and all claims that Owner had or may have against the City directly or indirectly arising under or related to the Prior Agreement. The City Secretary of the City is authorized and directed to record a fully executed original of this Agreement in the real property records of Collin County, Texas. Concurrently with the recordation of this Agreement, the City Secretary is authorized and directed to record in the real property records of Collin County, Texas, a full and unconditional release of the Prior Agreement in form and content approved by the City Attorney and Owner.

12.20 Exhibits. The following Exhibits are as part of this Agreement for all purposes:

Exhibit A	Overall Location Map and District M.U.D. Map
Exhibit B-1	Legal Description of the Property - 673.759 acres
Exhibit B-2	Legal Description of the Property - 202.330 acres
Exhibit B-3	Legal Description of the Property - 423.553 acres
Exhibit B-4	Legal Description of the Property - 407.211 acres
Exhibit C-1	Concept Plan - Land Use

Exhibit C-1A	Concept Plan Alternate - Land Use
Exhibit C-2	Concept Plan - Planning Units
Exhibit C-2A	Concept Plan Alternate - Planning Units
Exhibit C-3	Concept Plan - Thoroughfare Plan
Exhibit C-3A	Concept Plan Alternate - Thoroughfare Plan
Exhibit C-4	Concept Plan - Trinity Falls Park Phasing
Exhibit C-4A	Concept Plan Alternate - Trinity Falls Park Phasing
Exhibit C-5	Concept Plan – Major Infrastructure
Exhibit D	City Ordinances
Exhibit D-1	Floodplain Exhibit
Exhibit E	Building Codes
Exhibit F	Special Regulations
Exhibit G	Development Regulations
Exhibit H	Impact Fees
Exhibit I	Letter
Exhibit J	Strategic Partnership Agreement
Exhibit L	Form of CCOL Deed
Exhibit M	Form of Escrow Instructions

SIGNATURE PAGES TO FOLLOW

ATTEST:

_____
Name: Sandy Hart, TRMC, MMC
Title: City Secretary

City of McKinney, Texas

By:_____
Name: Jason Gray_____
Title: City Manager_____
Date:_____

APPROVED AS TO FORM AND LEGALITY

_____

Name: Mark Houser

Title: City Attorney

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2012, by Jason Gray, City Manager of the City of McKinney, Texas, on behalf of said city.

_____

Notary Public, State of Texas

CH-B Trinity Falls, LP,
a Texas limited partnership

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

By: _____

Leisha Ehlert, Vice President

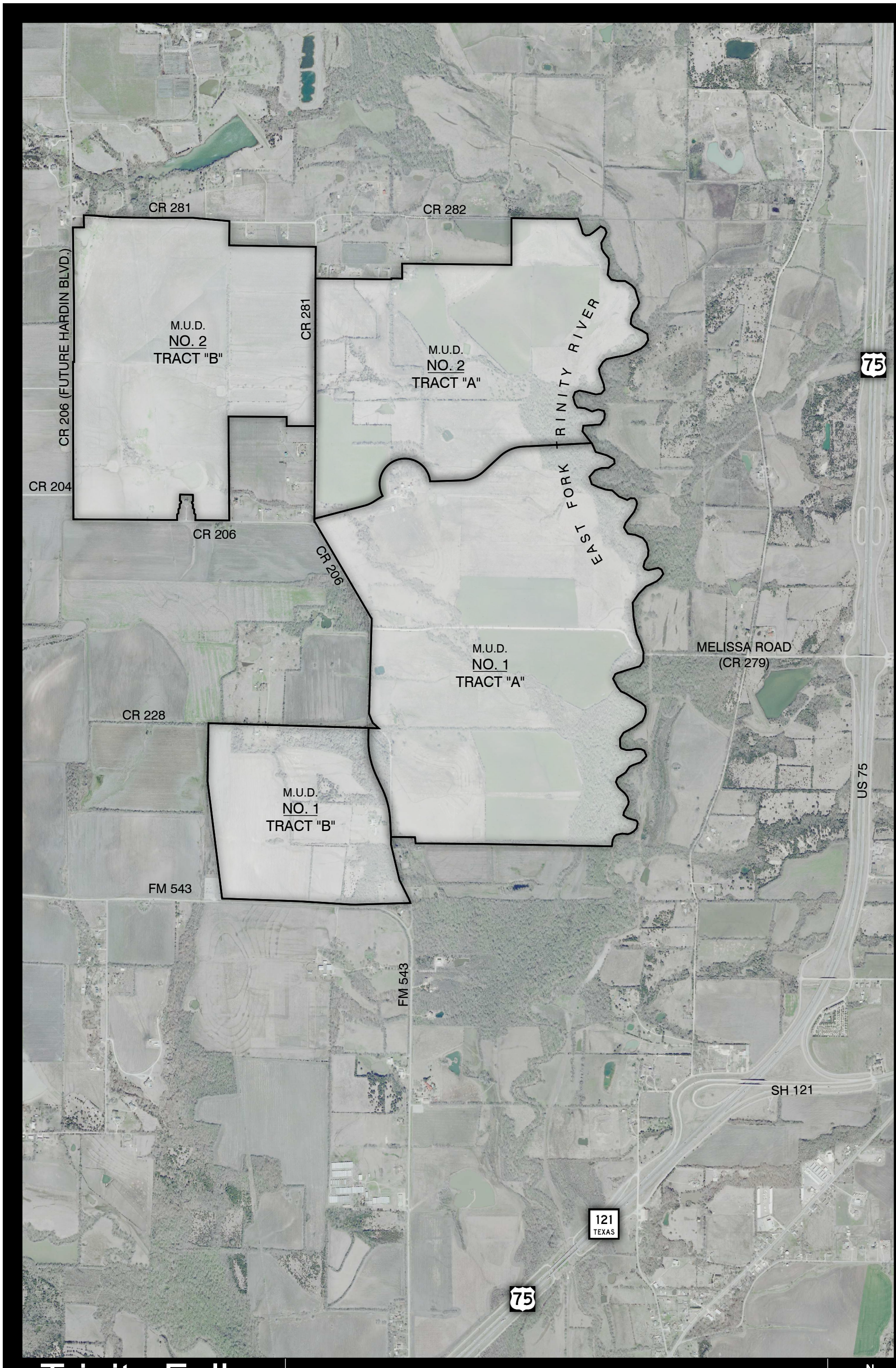
Date: _____

STATE OF TEXAS §
§
COUNTY OF _____§

This instrument was acknowledged before me on the ___ day of _____, 2012, by Leisha Ehlert, Vice President of CH-B Trinity Falls GP, LLC, a Delaware limited liability company, the general partner of CH-B Trinity Falls, LP, a Texas limited partnership, on behalf of said limited partnership.

_____

Notary Public, State of Texas



Trinity Falls

McKinney E.T.J.
Collin County, Texas

Exhibit A District M.U.D. Map

0 1500' 3000'
GRAPHIC SCALE 1500'

DATE: 11-28-2012

N
W E
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Exhibit B-1
Legal Description
673.759 acres
(MUD 1/TRACT A)

BEING A 673.759 ACRE TRACT OF LAND SITUATED IN THE THOMAS BRUCE SURVEY, ABSTRACT NO. 103, THE JOHN EMBERSON SURVEY, ABSTRACT NO. 294 AND THE THOMAS LINDSAY SURVEY, ABSTRACT NO. 521, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 1113.084 ACRE TRACT OF LAND CONVEYED TO MA BB OWEN, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060616000829800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 182.711 ACRE TRACT OF LAND CONVEYED AS "TRACT 1", AND BEING ALL OF A CALLED 0.469 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344730, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 26.423 ACRE TRACT OF LAND CONVEYED AS "TRACT 1", AND BEING PART OF A CALLED 0.653 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344720, OFFICIAL PUBLIC RECORD, COLLIN COUNTY, TEXAS, SAID 673.759 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-8982), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND FOR AN OUTSIDE ELL CORNER OF SAID 1113.084 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF A CALLED 1 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO PROVINCE RES ESTATE HOLDING BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0005148, LAND RECORDS, COLLIN COUNTY, TEXAS, SAME BEING ON THE NORTH LINE OF A CALLED 57 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO PROVINCE RES ESTATE HOLDING BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0005148, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 06 DEGREES 29 MINUTES 28 SECONDS WEST, ALONG A WEST LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON EAST LINE OF AFORESAID 1 ACRE TRACT A DISTANCE OF 105.30 FEET TO A 3/8 INCH IRON ROD FOUND FOR AN INSIDE ELL CORNER OF SAID 1113.084 ACRE TRACT AND BEING THE NORTHEAST CORNER OF SAID 1 ACRE TRACT;

THENCE, NORTH 89 DEGREES 19 MINUTES 40 SECONDS WEST, ALONG A SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTH LINE OF AFORESAID 1 ACRE TRACT, PASSING AT A DISTANCE OF 381.99 FEET A 3/8 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 408.28 FEET TO A POINT FOR A SOUTHWEST CORNER OF SAID 1113.084 ACRE TRACT AND THE NORTHWEST CORNER OF SAID 1 ACRE TRACT, SAID POINT ALSO BEING ON THE EAST LINE OF SAID 26.423 ACRE TRACT AND THE COMMON APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, NORTH 00 DEGREES 34 MINUTES 35 SECONDS WEST, ALONG THE WEST LINE OF SAID 1113.084 ACRE TRACT, THE EAST LINE OF SAID 26.423 ACRE TRACT AND THE

COMMON APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 41.52 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 26.423 ACRE TRACT, SAID 0.653 ACRE TRACT AND SAID 182.711 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 02 DEGREES 57 MINUTES 15 SECONDS WEST, A DISTANCE OF 237.94 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22 DEGREES 02 MINUTES 58 SECONDS, A RADIUS OF 1450.00 FEET, A LONG CHORD THAT BEARS, NORTH 13 DEGREES 58 MINUTES 44 SECONDS WEST, A DISTANCE OF 554.58 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 558.01 FEET TO A POINT FOR CORNER;

NORTH 25 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 241.04 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26 DEGREES 38 MINUTES 26 SECONDS, A RADIUS OF 1450.00 FEET, A LONG CHORD THAT BEARS, NORTH 11 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE OF 668.15 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 674.20 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 38 MINUTES 13 SECONDS EAST, A DISTANCE OF 160.00 FEET TO A POINT FOR CORNER ON THE NORTH LINE OF SAID 182.711 ACRE TRACT AND BEING ON THE SOUTH LINE OF A CALLED 361.66 ACRE TRACT OF LAND CONVEYED TO HERITAGE FARM TRUST BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 98-0084317, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 88 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF AFORESAID 182.711 ACRE TRACT AND ALONG THE COMMON SOUTH LINE OF SAID 361.66 ACRE TRACT, A DISTANCE OF 172.26 FEET TO A PK NAIL SET ON THE WEST LINE OF AFORESAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206;

THENCE, ALONG THE WEST LINE OF SAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 206, THE FOLLOWING COURSES AND DISTANCES:

NORTH 47 DEGREES 40 MINUTES 01 SECONDS WEST, A DISTANCE OF 140.42 FEET TO A PK NAIL SET FOR CORNER;

NORTH 22 DEGREES 24 MINUTES 21 SECONDS WEST, A DISTANCE OF 161.50 FEET TO A PK NAIL SET FOR CORNER;

NORTH 01 DEGREES 38 MINUTES 13 SECONDS EAST, A DISTANCE OF 1615.59 FEET TO A 3/4 INCH IRON ROD FOUND FOR CORNER;

NORTH 30 DEGREES 25 MINUTES 03 SECONDS WEST, A DISTANCE OF 1907.40 FEET TO A PK NAIL SET FOR CORNER IN COLLIN COUNTY ROAD NO. 281 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

NORTH 88 DEGREES 57 MINUTES 17 SECONDS WEST, A DISTANCE OF 8.67 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 281;

NORTH 00 DEGREES 31 MINUTES 40 SECONDS EAST, A DISTANCE OF 53.37 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 1113.084 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 75 DEGREES 20 MINUTES 45 SECONDS EAST, A DISTANCE OF 877.21 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 17 DEGREES 46 MINUTES 00 SECONDS, A RADIUS OF 570.00 FEET, A LONG CHORD THAT BEARS, NORTH 66 DEGREES 27 MINUTES 46 SECONDS EAST, A DISTANCE OF 176.04 FEET,

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 176.75 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 34 MINUTES 46 SECONDS EAST, A DISTANCE OF 177.27 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 202 DEGREES 43 MINUTES 24 SECONDS, A RADIUS OF 430.00 FEET, A LONG CHORD THAT BEARS, NORTH 72 DEGREES 56 MINUTES 30 SECONDS EAST, A DISTANCE OF 843.15 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 1521.42 FEET TO A POINT FOR CORNER;

NORTH 88 DEGREES 18 MINUTES 14 SECONDS EAST, A DISTANCE OF 536.71 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 03 MINUTES 11 SECONDS, A RADIUS OF 570.00 FEET, A LONG CHORD THAT BEARS, NORTH 67 DEGREES 46 MINUTES 38 SECONDS EAST, A DISTANCE OF 399.73 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 408.41 FEET TO A POINT FOR CORNER;

NORTH 47 DEGREES 15 MINUTES 03 SECONDS EAST, A DISTANCE OF 379.74 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 39 DEGREES 50 MINUTES 38 SECONDS, A RADIUS OF 630.00 FEET, A LONG CHORD THAT BEARS, NORTH 67 DEGREES 10 MINUTES 22 SECONDS EAST, A DISTANCE OF 429.33 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 438.11 FEET TO A POINT FOR CORNER;

NORTH 87 DEGREES 05 MINUTES 41 SECONDS EAST, A DISTANCE OF 1162.77 FEET TO A POINT FOR CORNER IN THE CENTERLINE OF THE EAST FORK OF THE TRINITY RIVER;

THENCE ALONG THE CENTERLINE OF AFORESAID EAST FORK OF THE TRINITY RIVER THE FOLLOWING COURSES AND DISTANCES:

SOUTH 38 DEGREES 12 MINUTES 58 SECONDS EAST, A DISTANCE OF 14.58 FEET TO A POINT FOR CORNER;

SOUTH 23 DEGREES 36 MINUTES 46 SECONDS EAST, A DISTANCE OF 152.22 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 18 MINUTES 32 SECONDS EAST, A DISTANCE OF 197.85 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 18 MINUTES 14 SECONDS EAST, A DISTANCE OF 140.67 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 50 MINUTES 35 SECONDS EAST, A DISTANCE OF 70.23 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 16 MINUTES 01 SECONDS WEST, A DISTANCE OF 128.08 FEET TO A POINT FOR CORNER;

SOUTH 88 DEGREES 46 MINUTES 36 SECONDS WEST, A DISTANCE OF 114.66 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 15 MINUTES 18 SECONDS WEST, A DISTANCE OF 121.85 FEET TO A POINT FOR CORNER;

SOUTH 40 DEGREES 45 MINUTES 34 SECONDS WEST, A DISTANCE OF 145.62 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 129.56 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 18 MINUTES 02 SECONDS EAST, A DISTANCE OF 118.06 FEET TO A POINT FOR CORNER;

SOUTH 71 DEGREES 54 MINUTES 16 SECONDS EAST, A DISTANCE OF 144.48 FEET TO A POINT FOR CORNER;

SOUTH 83 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 100.92 FEET TO A POINT FOR CORNER;

SOUTH 47 DEGREES 56 MINUTES 19 SECONDS EAST, A DISTANCE OF 156.94 FEET TO A POINT FOR CORNER;

SOUTH 67 DEGREES 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 153.79 FEET TO A POINT FOR CORNER;

NORTH 61 DEGREES 13 MINUTES 24 SECONDS EAST, A DISTANCE OF 64.37 FEET TO A POINT FOR CORNER;

SOUTH 85 DEGREES 51 MINUTES 50 SECONDS EAST, A DISTANCE OF 65.53 FEET TO A POINT FOR CORNER;

SOUTH 41 DEGREES 34 MINUTES 58 SECONDS EAST, A DISTANCE OF 40.91 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 54 MINUTES 49 SECONDS EAST, A DISTANCE OF 29.69 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 11 MINUTES 20 SECONDS EAST, A DISTANCE OF 37.94 FEET TO A POINT FOR CORNER;

SOUTH 14 DEGREES 05 MINUTES 13 SECONDS WEST, A DISTANCE OF 62.62 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 25 MINUTES 18 SECONDS WEST, A DISTANCE OF 81.96 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 40 MINUTES 18 SECONDS WEST, A DISTANCE OF 234.69 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 54 MINUTES 14 SECONDS WEST, A DISTANCE OF 81.98 FEET TO A POINT FOR CORNER;

SOUTH 31 DEGREES 46 MINUTES 10 SECONDS EAST, A DISTANCE OF 104.64 FEET TO A POINT FOR CORNER;

SOUTH 56 DEGREES 34 MINUTES 36 SECONDS EAST, A DISTANCE OF 34.72 FEET TO A POINT FOR CORNER;

SOUTH 81 DEGREES 42 MINUTES 01 SECONDS EAST, A DISTANCE OF 110.27 FEET TO A POINT FOR CORNER;

SOUTH 67 DEGREES 09 MINUTES 59 SECONDS EAST, A DISTANCE OF 138.27 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 29 MINUTES 50 SECONDS EAST, A DISTANCE OF 105.30 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 20 MINUTES 33 SECONDS EAST, A DISTANCE OF 131.83 FEET TO A POINT FOR CORNER;

SOUTH 05 DEGREES 36 MINUTES 33 SECONDS WEST, A DISTANCE OF 102.37 FEET TO A POINT FOR CORNER;

SOUTH 33 DEGREES 06 MINUTES 41 SECONDS WEST, A DISTANCE OF 97.83 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 16 MINUTES 04 SECONDS WEST, A DISTANCE OF 92.57 FEET TO A POINT FOR CORNER;

SOUTH 30 DEGREES 25 MINUTES 24 SECONDS EAST, A DISTANCE OF 39.87 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 06 MINUTES 56 SECONDS EAST, A DISTANCE OF 33.44 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 18 MINUTES 22 SECONDS EAST, A DISTANCE OF 35.43 FEET TO A POINT FOR CORNER;

NORTH 76 DEGREES 47 MINUTES 02 SECONDS EAST, A DISTANCE OF 171.81 FEET TO A POINT FOR CORNER;

SOUTH 62 DEGREES 02 MINUTES 58 SECONDS EAST, A DISTANCE OF 64.49 FEET TO A POINT FOR CORNER;

SOUTH 22 DEGREES 03 MINUTES 32 SECONDS EAST, A DISTANCE OF 76.90 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 33 MINUTES 13 SECONDS WEST, A DISTANCE OF 85.11 FEET TO A POINT FOR CORNER;

SOUTH 48 DEGREES 39 MINUTES 03 SECONDS WEST, A DISTANCE OF 86.15 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 28 MINUTES 51 SECONDS WEST, A DISTANCE OF 59.05 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 31 MINUTES 40 SECONDS WEST, A DISTANCE OF 142.65 FEET TO A POINT FOR CORNER;

SOUTH 44 DEGREES 15 MINUTES 01 SECONDS WEST, A DISTANCE OF 173.52 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 24 MINUTES 08 SECONDS WEST, A DISTANCE OF 183.38 FEET TO A POINT FOR CORNER;

SOUTH 03 DEGREES 40 MINUTES 02 SECONDS EAST, A DISTANCE OF 250.70 FEET TO A POINT FOR CORNER;

SOUTH 09 DEGREES 55 MINUTES 21 SECONDS EAST, A DISTANCE OF 203.25 FEET TO A POINT FOR CORNER;

SOUTH 12 DEGREES 33 MINUTES 26 SECONDS EAST, A DISTANCE OF 84.94 FEET TO A POINT FOR CORNER;

SOUTH 23 DEGREES 50 MINUTES 50 SECONDS EAST, A DISTANCE OF 173.87 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 37 MINUTES 27 SECONDS EAST, A DISTANCE OF 153.46 FEET TO A POINT FOR CORNER;

SOUTH 02 DEGREES 31 MINUTES 58 SECONDS WEST, A DISTANCE OF 62.97 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 10 MINUTES 42 SECONDS EAST, A DISTANCE OF 67.93 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 58 MINUTES 15 SECONDS WEST, A DISTANCE OF 31.06 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 59 MINUTES 35 SECONDS WEST, A DISTANCE OF 95.76 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 34 MINUTES 06 SECONDS WEST, A DISTANCE OF 219.32 FEET TO A POINT FOR CORNER;

SOUTH 72 DEGREES 18 MINUTES 27 SECONDS WEST, A DISTANCE OF 181.66 FEET TO A POINT FOR CORNER;

SOUTH 62 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 39.13 FEET TO A POINT FOR CORNER;

SOUTH 26 DEGREES 02 MINUTES 25 SECONDS WEST, A DISTANCE OF 76.21 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 15 MINUTES 13 SECONDS EAST, A DISTANCE OF 15.43 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 46 MINUTES 10 SECONDS EAST, A DISTANCE OF 146.70 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 38 MINUTES 48 SECONDS EAST, A DISTANCE OF 98.77 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 28 MINUTES 12 SECONDS EAST, A DISTANCE OF 90.87 FEET TO A POINT FOR CORNER;

SOUTH 58 DEGREES 46 MINUTES 14 SECONDS EAST, A DISTANCE OF 89.05 FEET TO A POINT FOR CORNER;

SOUTH 55 DEGREES 38 MINUTES 18 SECONDS EAST, A DISTANCE OF 81.34 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 13 MINUTES 57 SECONDS EAST, A DISTANCE OF 131.93 FEET TO A POINT FOR CORNER;

SOUTH 50 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 83.53 FEET TO A POINT FOR CORNER;

SOUTH 15 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 65.63 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 25 MINUTES 17 SECONDS WEST, A DISTANCE OF 38.95 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 46 MINUTES 24 SECONDS WEST, A DISTANCE OF 78.87 FEET TO A POINT FOR CORNER;

SOUTH 26 DEGREES 57 MINUTES 48 SECONDS WEST, A DISTANCE OF 85.04 FEET TO A POINT FOR CORNER;

SOUTH 53 DEGREES 42 MINUTES 03 SECONDS WEST, A DISTANCE OF 103.78 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 31 MINUTES 27 SECONDS WEST, A DISTANCE OF 81.58 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 55 MINUTES 50 SECONDS WEST, A DISTANCE OF 124.05 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 26 MINUTES 59 SECONDS WEST, A DISTANCE OF 70.28 FEET TO A POINT FOR CORNER;

SOUTH 32 DEGREES 20 MINUTES 11 SECONDS WEST, A DISTANCE OF 99.01 FEET TO A POINT FOR CORNER;

SOUTH 10 DEGREES 50 MINUTES 27 SECONDS WEST, A DISTANCE OF 37.28 FEET TO A POINT FOR CORNER;

SOUTH 01 DEGREES 02 MINUTES 10 SECONDS EAST, A DISTANCE OF 113.13 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 02 MINUTES 49 SECONDS EAST, A DISTANCE OF 36.57 FEET TO A POINT FOR CORNER;

SOUTH 71 DEGREES 45 MINUTES 23 SECONDS EAST, A DISTANCE OF 91.85 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 05 MINUTES 15 SECONDS EAST, A DISTANCE OF 84.92 FEET TO A POINT FOR CORNER;

NORTH 75 DEGREES 55 MINUTES 22 SECONDS EAST, A DISTANCE OF 78.29 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 29 MINUTES 47 SECONDS EAST, A DISTANCE OF 86.59 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 37 MINUTES 20 SECONDS EAST, A DISTANCE OF 61.40 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 13 MINUTES 36 SECONDS EAST, A DISTANCE OF 83.75 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 22.63 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 56 MINUTES 54 SECONDS WEST, A DISTANCE OF 138.97 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 14 MINUTES 33 SECONDS WEST, A DISTANCE OF 148.31 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 57 MINUTES 04 SECONDS WEST, A DISTANCE OF 54.03 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 32 MINUTES 38 SECONDS WEST, A DISTANCE OF 119.53 FEET TO A POINT FOR CORNER;

SOUTH 56 DEGREES 50 MINUTES 51 SECONDS WEST, A DISTANCE OF 164.17 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 09 MINUTES 48 SECONDS WEST, A DISTANCE OF 75.03 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 31 MINUTES 58 SECONDS EAST, A DISTANCE OF 91.04 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 08 MINUTES 09 SECONDS EAST, A DISTANCE OF 65.53 FEET TO A POINT FOR CORNER;

SOUTH 48 DEGREES 45 MINUTES 48 SECONDS EAST, A DISTANCE OF 86.33 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 37 MINUTES 04 SECONDS EAST, A DISTANCE OF 80.56 FEET TO A POINT FOR CORNER;

SOUTH 14 DEGREES 39 MINUTES 59 SECONDS EAST, A DISTANCE OF 83.23 FEET TO A POINT FOR CORNER;

SOUTH 09 DEGREES 30 MINUTES 21 SECONDS WEST, A DISTANCE OF 47.73 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 12 MINUTES 38 SECONDS WEST, A DISTANCE OF 148.32 FEET TO A POINT FOR CORNER;

SOUTH 10 DEGREES 23 MINUTES 51 SECONDS WEST, A DISTANCE OF 54.05 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 54 MINUTES 18 SECONDS EAST, A DISTANCE OF 74.80 FEET TO A POINT FOR CORNER;

SOUTH 68 DEGREES 03 MINUTES 59 SECONDS EAST, A DISTANCE OF 45.10 FEET TO A POINT FOR CORNER;

SOUTH 74 DEGREES 45 MINUTES 02 SECONDS EAST, A DISTANCE OF 120.98 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 58 MINUTES 42 SECONDS EAST, A DISTANCE OF 30.84 FEET TO A POINT FOR CORNER;

SOUTH 09 DEGREES 47 MINUTES 01 SECONDS EAST, A DISTANCE OF 26.13 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 19 MINUTES 51 SECONDS WEST, A DISTANCE OF 84.18 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 24 MINUTES 44 SECONDS WEST, A DISTANCE OF 68.56 FEET TO A POINT FOR CORNER;

SOUTH 58 DEGREES 05 MINUTES 12 SECONDS WEST, A DISTANCE OF 63.97 FEET TO A POINT FOR CORNER;

SOUTH 71 DEGREES 39 MINUTES 45 SECONDS WEST, A DISTANCE OF 48.06 FEET TO A POINT FOR CORNER;

NORTH 84 DEGREES 13 MINUTES 05 SECONDS WEST, A DISTANCE OF 97.44 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 06 MINUTES 14 SECONDS WEST, A DISTANCE OF 96.50 FEET TO A POINT FOR CORNER;

SOUTH 52 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 47.07 FEET TO A POINT FOR CORNER;

SOUTH 26 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 68.00 FEET TO A POINT FOR CORNER;

SOUTH 07 DEGREES 14 MINUTES 06 SECONDS WEST, A DISTANCE OF 107.55 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 1113.084 ACRE TRACT AND BEING THE NORTHEAST CORNER OF AFORESAID 57 ACRE TRACT;

THENCE, ALONG THE SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 57 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 88 DEGREES 57 MINUTES 19 SECONDS WEST, PASSING AT A DISTANCE OF 100.00 FEET A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 2153.25 FEET TO A 60D NAIL FOUND FOR CORNER;

NORTH 89 DEGREES 29 MINUTES 57 SECONDS WEST, A DISTANCE OF 1179.76 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 673.759 ACRES OF LAND, MORE OR LESS.

Exhibit B-2
Legal Description
202.330 acres
(MUD 1/TRACT B)

BEING A 202.362 ACRE TRACT OF LAND SITUATED IN THE JOHN EMBERSON SURVEY, ABSTRACT NO. 294, AND THE MEREDITH HART SURVEY, ABSTRACT NO. 371, COLLIN COUNTY, TEXAS, AND BEING PART OF A 0.469 ACRE TRACT CONVEYED AS "TRACT 2" AND A 182.711 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060718001344730, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND PART OF A 26.423 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" AND A 0.653 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344720, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 202.362 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-DF8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF AFORESAID 182.711 ACRE TRACT AND BEING THE NORTHEAST CORNER OF A CALLED 20.300 ACRE TRACT OF LAND CONVEYED TO TOM B. WILSON BY DEED RECORDED IN VOLUME 935, PAGE 598, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING ON THE SOUTH LINE OF A CALLED 361.66 ACRE TRACT OF LAND CONVEYED TO HERITAGE FARM TRUST BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 98-0084317, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 88 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF AFORESAID 182.711 ACRE TRACT AND ALONG THE COMMON SOUTH LINE OF AFORESAID 361.66 ACRE TRACT, A DISTANCE OF 2721.12 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 182.711 ACRE TRACT, SAID 0.469 ACRE TRACT AND SAID 26.423 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

> SOUTH 01 DEGREES 38 MINUTES 13 SECONDS WEST, A DISTANCE OF 160.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26 DEGREES 38 MINUTES 26 SECONDS, A RADIUS OF 1450.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 11 DEGREES 41 MINUTES 00 SECONDS EAST, A DISTANCE OF 668.15 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 674.20 FEET TO A POINT FOR CORNER;

SOUTH 25 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 241.04 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22 DEGREES 02 MINUTES 58 SECONDS, A RADIUS OF 1450.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 13 DEGREES 58 MINUTES 44 SECONDS EAST, A DISTANCE OF 554.58 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 558.01 FEET TO A POINT FOR CORNER;

SOUTH 02 DEGREES 57 MINUTES 15 SECONDS EAST, A DISTANCE OF 237.94 FEET TO A POINT FOR CORNER ON THE EAST LINE OF SAID 26.423 ACRE TRACT AND BEING IN COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, SOUTH 00 DEGREES 34 MINUTES 35 SECONDS EAST, ALONG THE EAST LINE OF SAID 26.423 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 A DISTANCE OF 169.57 FEET TO A PK NAIL SET FOR THE SOUTHEAST CORNER OF SAID 26.423 ACRE TRACT AND A COMMON EAST CORNER OF SAID 182.711 ACRE TRACT;

THENCE, ALONG THE EAST LINE OF SAID 182.711 ACRE TRACT, AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 13 DEGREES 23 MINUTES 32 SECONDS EAST, A DISTANCE OF 619.60 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 26 DEGREES 26 MINUTES 21 SECONDS EAST, A DISTANCE OF 308.47 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES 30 MINUTES 28 SECONDS, A RADIUS OF 570.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 23 DEGREES 04 MINUTES 21 SECONDS EAST, A DISTANCE OF 124.18 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 124.43 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHEAST CORNER OF SAID 182.711 ACRE TRACT;

THENCE, ALONG THE SOUTH LINE OF AFORESAID 182.711 ACRE TRACT AND THE COMMON NORTH RIGHT-OF-WAY OF F.M. 543 (A VARIABLE WIDTH RIGHT-OF-WAY), THE FOLLOWING COURSES AND DISTANCES:

SOUTH 88 DEGREES 19 MINUTES 01 SECONDS WEST, PASSING AT A DISTANCE OF 21.52 FEET, A PK NAIL FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 887.99 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05 DEGREES 16 MINUTES 00 SECONDS, A RADIUS OF 1870.34 FEET, A CHORD BEARING OF NORTH 89 DEGREES 02 MINUTES 59 SECONDS WEST, AND A CHORD LENGTH OF 171.86 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 171.92 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 86 DEGREES 24 MINUTES 59 SECONDS WEST, A DISTANCE OF 819.32 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 87 DEGREES 54 MINUTES 59 SECONDS WEST, A DISTANCE OF 1322.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHWEST CORNER OF AFORESAID 182.711 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF A CALLED 6.72 ACRE TRACT OF LAND CONVEYED TO GRAYSON-COLLIN ELECTRIC COOPERATIVE BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2000-0133812, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, ALONG THE WEST LINE OF AFORESAID 182.711 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 07 DEGREES 04 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF AFORESAID 6.72 ACRE TRACT, A DISTANCE OF 2005.98 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTH CORNER OF SAID 6.72 ACRE TRACT AND BEING ON THE EAST LINE OF AFORESAID 20.300 ACRE TRACT;

NORTH 00 DEGREES 53 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF AFORESAID 20.300 ACRE TRACT, A DISTANCE OF 986.32 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 202.362 ACRES OF LAND, MORE OR LESS.

SAVE AND EXCEPT A 0.032 ACRE TRACT OF LAND, BEING ALL OF A CALLED 0.03 ACRE TRACT OF LAND DESCRIBED AS "FAMILY BURIAL GROUNDS" IN DEED RECORDED IN VOLUME 294, PAGE 43, DEED RECORDS, COLLIN COUNTY, TEXAS.

SAID 0.032 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT 3/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF AFORESAID 182.82 ACRE TRACT AND BEING THE NORTHEAST CORNER OF AFORESAID 20.300 ACRE TRACT AND BEING ON THE SOUTH LINE OF AFORESAID 361.66 ACRE TRACT;

THENCE, SOUTH 88 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF SAID 182.82 ACRE TRACT AND ALONG THE COMMON SOUTH LINE OF SAID 361.66 ACRE TRACT, A DISTANCE OF 618.15 FEET TO A POINT;

THENCE, SOUTH 01 DEGREES 05 MINUTES 01 SECONDS WEST, OVER AND ACROSS SAID 182.82 ACRE TRACT, A DISTANCE OF 31.10 FEET TO A FENCE CORNER POST FOUND FOR THE **POINT OF BEGINNING**;

THENCE, CONTINUING OVER AND ACROSS SAID 182.82 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 39 MINUTES 44 SECONDS EAST, A DISTANCE OF 39.36 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

SOUTH 00 DEGREES 24 MINUTES 46 SECONDS EAST, A DISTANCE OF 35.96 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

NORTH 88 DEGREES 50 MINUTES 03 SECONDS WEST, A DISTANCE OF 40.28 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

NORTH 01 DEGREES 05 MINUTES 01 SECONDS EAST, A DISTANCE OF 34.92 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 0.032 ACRES OF LAND, MORE OR LESS, LEAVING A NET ACREAGE OF 202.330 ACRES OF LAND, MORE OR LESS.

Exhibit B-3
Legal Description
(MUD 2/TRACT A)

BEING A 423.553 ACRE TRACT OF LAND SITUATED IN THE THOMAS BRUCE SURVEY, ABSTRACT NO. 103, THE THOMAS LINDSAY SURVEY, ABSTRACT NO. 521, COLLIN COUNTY, TEXAS, AND BEING ALL OF A CALLED 106.762 ACRE TRACT OF LAND CONVEYED TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344750, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING ALL OF A CALLED 118.259 ACRE TRACT OF LAND CONVEYED TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344760, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 1113.084 ACRE TRACT OF LAND CONVEYED TO MA BB OWEN, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060616000829800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID 423.553 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-8982), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 106.762 ACRE TRACT AND THE NORTHEAST CORNER OF A 39.06 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THOMAS M. FRIS AS RECORDED IN COLLIN COUNTY CLERK'S FILE NO. 96-0104896, LAND RECORDS, COLLIN COUNTY, TEXAS, SAID POINT ALSO BEING ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO JOHN P. WALDEN & WIFE JANE WALDEN AS RECORDED IN VOLUME 551, PAGE 366 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE, ALONG COMMON LINES OF SAID 106.762 ACRE TRACT AND SAID WALDEN TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 11 MINUTES 59 SECONDS EAST, A DISTANCE OF 900.54 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

SOUTH 89 DEGREES 27 MINUTES 53 SECONDS EAST, A DISTANCE OF 161.43 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 83 DEGREES 20 MINUTES 49 SECONDS EAST, A DISTANCE OF 67.79 FEET TO THE NORTHEAST CORNER OF SAID 106.762 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF EAST FORK OF THE TRINITY RIVER;

THENCE, ALONG THE EAST PROPERTY LINE OF SAID 106.762 ACRE TRACT, AND WITH THE CENTERLINE OF AFORESAID EAST FORK OF THE TRINITY RIVER, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 20 DEGREES 21 MINUTES 50 SECONDS EAST, A DISTANCE OF 147.67 FEET TO A POINT FOR CORNER;

SOUTH 15 DEGREES 11 MINUTES 51 SECONDS EAST, A DISTANCE OF 121.20 FEET TO A POINT FOR CORNER;

SOUTH 53 DEGREES 55 MINUTES 47 SECONDS EAST, A DISTANCE OF 57.30 FEET TO A POINT FOR CORNER;

NORTH 81 DEGREES 40 MINUTES 31 SECONDS EAST, A DISTANCE OF 68.17 FEET TO A POINT FOR CORNER;

NORTH 55 DEGREES 58 MINUTES 51 SECONDS EAST, A DISTANCE OF 70.86 FEET TO A POINT FOR CORNER;

NORTH 50 DEGREES 52 MINUTES 37 SECONDS EAST, A DISTANCE OF 167.34 FEET TO A POINT FOR CORNER;

SOUTH 63 DEGREES 52 MINUTES 45 SECONDS EAST, A DISTANCE OF 76.94 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 20 MINUTES 33 SECONDS EAST, A DISTANCE OF 73.75 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 16 MINUTES 49 SECONDS WEST, A DISTANCE OF 61.92 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 28 MINUTES 37 SECONDS WEST, A DISTANCE OF 67.28 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 53 MINUTES 46 SECONDS WEST, A DISTANCE OF 70.84 FEET TO A POINT FOR CORNER;

SOUTH 04 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 98.68 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 59 MINUTES 37 SECONDS EAST, A DISTANCE OF 72.48 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 58 MINUTES 18 SECONDS EAST, A DISTANCE OF 131.77 FEET TO A POINT FOR CORNER;

SOUTH 03 DEGREES 11 MINUTES 20 SECONDS EAST, A DISTANCE OF 91.41 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 35 MINUTES 41 SECONDS WEST, A DISTANCE OF 188.59 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 55 MINUTES 44 SECONDS EAST, A DISTANCE OF 101.19 FEET TO A POINT FOR CORNER;

SOUTH 77 DEGREES 27 MINUTES 27 SECONDS EAST, A DISTANCE OF 101.27 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 08 MINUTES 21 SECONDS EAST, A DISTANCE OF 137.11 FEET TO A POINT FOR CORNER;

SOUTH 56 DEGREES 41 MINUTES 24 SECONDS EAST, A DISTANCE OF 136.45 FEET TO A POINT FOR CORNER;

SOUTH 41 DEGREES 28 MINUTES 51 SECONDS EAST, A DISTANCE OF 84.90 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 13 MINUTES 08 SECONDS EAST, A DISTANCE OF 239.45 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 49 MINUTES 08 SECONDS WEST, A DISTANCE OF 84.82 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 02 MINUTES 36 SECONDS WEST, A DISTANCE OF 120.85 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 50 MINUTES 36 SECONDS WEST, A DISTANCE OF 106.92 FEET TO A POINT FOR CORNER;

SOUTH 04 DEGREES 08 MINUTES 50 SECONDS WEST, A DISTANCE OF 83.94 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 46 MINUTES 39 SECONDS EAST, A DISTANCE OF 70.50 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 20 MINUTES 11 SECONDS EAST, A DISTANCE OF 154.89 FEET TO A POINT FOR CORNER;

SOUTH 57 DEGREES 43 MINUTES 24 SECONDS EAST, A DISTANCE OF 104.47 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 103.87 FEET TO A POINT FOR CORNER;

SOUTH 30 DEGREES 16 MINUTES 36 SECONDS WEST, A DISTANCE OF 92.56 FEET TO A POINT FOR CORNER;

SOUTH 48 DEGREES 18 MINUTES 00 SECONDS WEST, A DISTANCE OF 95.11 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 48 MINUTES 37 SECONDS WEST, A DISTANCE OF 115.06 FEET TO A POINT FOR CORNER;

SOUTH 63 DEGREES 46 MINUTES 10 SECONDS WEST, A DISTANCE OF 108.90 FEET TO A POINT FOR CORNER;

SOUTH 74 DEGREES 52 MINUTES 48 SECONDS WEST, A DISTANCE OF 108.83 FEET TO A POINT FOR CORNER;

SOUTH 80 DEGREES 20 MINUTES 18 SECONDS WEST, A DISTANCE OF 130.42 FEET TO A POINT FOR CORNER;

SOUTH 77 DEGREES 33 MINUTES 24 SECONDS WEST, A DISTANCE OF 159.57 FEET TO A POINT FOR CORNER;

SOUTH 49 DEGREES 37 MINUTES 34 SECONDS WEST, A DISTANCE OF 79.64 FEET TO A POINT FOR CORNER;

SOUTH 30 DEGREES 51 MINUTES 57 SECONDS WEST, A DISTANCE OF 127.68 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 15 MINUTES 52 SECONDS EAST, A DISTANCE OF 88.75 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 25 MINUTES 34 SECONDS EAST, A DISTANCE OF 191.80 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 27 MINUTES 55 SECONDS EAST, A DISTANCE OF 92.30 FEET TO A POINT FOR CORNER;

SOUTH 39 DEGREES 42 MINUTES 15 SECONDS WEST, A DISTANCE OF 84.38 FEET TO A POINT FOR CORNER;

SOUTH 80 DEGREES 08 MINUTES 27 SECONDS WEST, A DISTANCE OF 92.47 FEET TO A POINT FOR CORNER;

NORTH 75 DEGREES 29 MINUTES 03 SECONDS WEST, A DISTANCE OF 181.83 FEET TO A POINT FOR CORNER;

NORTH 78 DEGREES 44 MINUTES 38 SECONDS WEST, A DISTANCE OF 106.12 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 37 MINUTES 05 SECONDS WEST, A DISTANCE OF 80.67 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 46 MINUTES 24 SECONDS WEST, A DISTANCE OF 87.62 FEET TO A POINT FOR CORNER;

SOUTH 14 DEGREES 45 MINUTES 22 SECONDS EAST, PASSING AT A DISTANCE OF 71.19 FEET THE SOUTHEAST CORNER OF SAID 106.762 ACRE TRACT, SAME BEING A NORTHEAST CORNER OF AFORESAID 1113.084 ACRE TRACT, CONTINUING WITH THE CENTERLINE OF SAID EAST FORK OF THE TRINITY RIVER AND THE EAST PROPERTY LINE OF SAID 1113.084 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 120.37 FEET TO A POINT FOR CORNER;

THENCE, CONTINUING WITH THE CENTERLINE OF SAID EAST FORK OF THE TRINITY RIVER AND ALONG THE EAST PROPERTY LINE OF SAID 1113.084 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 34 DEGREES 39 MINUTES 08 SECONDS EAST, A DISTANCE OF 74.62 FEET TO A POINT FOR CORNER;

SOUTH 84 DEGREES 34 MINUTES 58 SECONDS EAST, A DISTANCE OF 126.28 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 27 MINUTES 27 SECONDS EAST, A DISTANCE OF 133.32 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 35 MINUTES 21 SECONDS EAST, A DISTANCE OF 110.32 FEET TO A POINT FOR CORNER;

SOUTH 75 DEGREES 11 MINUTES 25 SECONDS EAST, A DISTANCE OF 99.44 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 58 MINUTES 48 SECONDS EAST, A DISTANCE OF 54.42 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 07 MINUTES 16 SECONDS WEST, A DISTANCE OF 82.33 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 19 MINUTES 44 SECONDS WEST, A DISTANCE OF 114.95 FEET TO A POINT FOR CORNER;

SOUTH 85 DEGREES 30 MINUTES 45 SECONDS WEST, A DISTANCE OF 291.84 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 46 MINUTES 06 SECONDS WEST, A DISTANCE OF 95.18 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 121.86 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 12 MINUTES 58 SECONDS EAST, A DISTANCE OF 130.83 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 1113.084 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 87 DEGREES 05 MINUTES 41 SECONDS WEST, A DISTANCE OF 1162.77 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39 DEGREES 50 MINUTES 38 SECONDS, A RADIUS OF 630.00 FEET, A LONG CHORD THAT BEARS, SOUTH 67 DEGREES 10 MINUTES 22 SECONDS WEST, A DISTANCE OF 429.33 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 438.11 FEET TO A POINT FOR CORNER;

SOUTH 47 DEGREES 15 MINUTES 03 SECONDS WEST, A DISTANCE OF 379.74 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 41 DEGREES 03 MINUTES 11 SECONDS, A

RADIUS OF 570.00 FEET, A LONG CHORD THAT BEARS, SOUTH 67 DEGREES 46 MINUTES 38 SECONDS WEST, A DISTANCE OF 399.73 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 408.41 FEET TO A POINT FOR CORNER;

SOUTH 88 DEGREES 18 MINUTES 14 SECONDS WEST, A DISTANCE OF 536.71 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 202 DEGREES 43 MINUTES 24 SECONDS, A RADIUS OF 430.00 FEET, A LONG CHORD THAT BEARS, SOUTH 72 DEGREES 56 MINUTES 30 SECONDS WEST, A DISTANCE OF 843.15 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 1521.42 FEET TO A POINT FOR CORNER;

SOUTH 57 DEGREES 34 MINUTES 46 SECONDS WEST, A DISTANCE OF 177.27 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17 DEGREES 46 MINUTES 00 SECONDS, A RADIUS OF 570.00 FEET, A LONG CHORD THAT BEARS, SOUTH 66 DEGREES 27 MINUTES 46 SECONDS WEST, A DISTANCE OF 176.04 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 176.75 FEET TO A POINT FOR CORNER;

SOUTH 75 DEGREES 20 MINUTES 45 SECONDS WEST, A DISTANCE OF 877.21 FEET TO A POINT FOR CORNER IN THE WEST LINE OF SAID 1113.084 ACRE TRACT, SAME BEING THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 281 (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 00 DEGREES 31 MINUTES 40 SECONDS EAST, ALONG THE WEST LINE OF SAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 281, A DISTANCE OF 1574.34 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN INSIDE ELL CORNER OF SAID 1113.084 ACRE TRACT AND THE NORTHEAST CORNER OF A CALLED 3.000 ACRE TRACT OF LAND CONVEYED TO TERRY L. HERTWICK AND ROSE ETTA JONES BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0001673, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 00 DEGREES 04 MINUTES 47 SECONDS EAST, OVER AND ACROSS SAID 1113.084 ACRE TRACT, CONTINUING ALONG THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 281, A DISTANCE OF 2505.18 FEET TO A POINT FOR AN INSIDE ELL CORNER OF SAID 1113.084 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 21 MINUTES 54 SECONDS EAST, ALONG THE NORTH LINE OF SAID 1113.084 ACRE TRACT, PASSING AT A DISTANCE OF 40.00 FEET A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 1290.73 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE A NORTHEAST CORNER OF SAID 1113.084 ACRE TRACT AND BEING ON THE WEST LINE OF SAID 118.259 ACRE TRACT;

THENCE, NORTH 00 DEGREES 11 MINUTES 31 SECONDS WEST, ALONG THE WEST LINE OF SAID 118.259 ACRE TRACT, A DISTANCE OF 15.14 FEET TO A 1/2 INCH IRON ROD FOUND FOR A NORTHWEST CORNER OF SAID 118.259 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 1.071 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ANITA L. GRAY AND HUSBAND, JIMMY L. GRAY AS RECORDED IN COLLIN COUNTY CLERK'S FILE NO. 94-0054427 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 10 MINUTES 20 SECONDS EAST, ALONG THE SOUTH LINE OF AFORESAID 1.071 ACRE TRACT, A DISTANCE OF 182.65 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHEAST CORNER OF SAID 1.071 ACRE TRACT;

THENCE NORTH 00 DEGREES 11 MINUTES 36 SECONDS WEST, ALONG THE EAST LINE OF AFORESAID 1.071 ACRE TRACT, A DISTANCE OF 254.52 FEET TO A POINT FOR CORNER, FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS NORTH 00 DEGREES 11 MINUTES 36 SECONDS WEST, A DISTANCE OF 0.64 FEET, SAID POINT BEING IN THE SOUTH LINE OF A CALLED 10.000 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CABE W. CHADICK AS RECORDED IN COLLIN COUNTY CLERK'S FILE NO. 2000-0095879 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 20 MINUTES 27 SECONDS EAST, ALONG THE NORTH LINE OF SAID 118.259 ACRE TRACT, THE SOUTH LINE OF SAID 10.000 ACRE TRACT, THE SOUTH LINE OF AFORESAID 39.06 ACRE TRACT, A DISTANCE OF 1856.29 FEET TO A 3/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID THOMAS M. FRIS TRACT;

THENCE, NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, ALONG THE WEST LINE OF SAID 106.762 ACRE TRACT AND THE EAST LINE OF SAID THOMAS M. FRIS TRACT, A DISTANCE OF 794.23 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 423.553 ACRES OF LAND, MORE OR LESS.

Exhibit B-4
Legal Description
407.211 acres
(MUD 2/TRACT B)

BEING A 407.211 ACRE TRACT OF LAND SITUATED IN THE JOHN LARIMON SURVEY, ABSTRACT NO. 530, AND THE THOMAS BRUCE SURVEY, ABSTRACT NO. 103, COLLIN COUNTY, TEXAS, AND BEING PART OF A 158.524 ACRE TRACT OF LAND CONVEYED TO MA-BBO FIVE, L.P. BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060718001344740, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING PART OF A 1113.084 ACRE TRACT OF LAND CONVEYED TO MA BB OWEN, L.P. BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060616000829800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 407.211 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT AT A NORTHWEST CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF A CALLED 0.998 ACRE TRACT OF LAND CONVEYED TO CHAMBERVILLE CEMETERY ASSOCIATION BY DEED RECORDED IN VOLUME 2034, PAGE 573, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING IN COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE NORTH 89 DEGREES 45 MINUTES 16 SECONDS EAST, ALONG THE SOUTH LINE OF AFORESAID 0.998 ACRE TRACT, PASSING AT A DISTANCE OF 9.74 FEET A 5/8 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 188.45 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR AN INSIDE ELL CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF SAID 0.998 ACRE TRACT;

THENCE NORTH 00 DEGREES 55 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF AFORESAID 0.998 ACRE TRACT PASSING AT A DISTANCE OF 177.66 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 206.50 FEET TO A POINT FOR A NORTHEAST CORNER OF SAID 0.998 ACRE TRACT AND BEING A NORTHWEST CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING IN THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 281 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE ALONG THE NORTH LINE OF AFORESAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 88 DEGREES 11 MINUTES 52 SECONDS EAST, A DISTANCE OF 172.87 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 84 DEGREES 50 MINUTES 48 SECONDS EAST, A DISTANCE OF 300.57 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 88 DEGREES 57 MINUTES 46 SECONDS EAST, A DISTANCE OF 689.46 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 89 DEGREES 51 MINUTES 11 SECONDS EAST, A DISTANCE OF 691.44 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 84 DEGREES 42 MINUTES 34 SECONDS EAST, A DISTANCE OF 623.13 FEET TO A 3/4 INCH IRON ROD FOUND FOR THE MOST NORTHERN NORTHEAST CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING THE NORTHWEST CORNER OF A CALLED 7.04 ACRE TRACT OF LAND CONVEYED TO ROBERT W. GANTER AND ELIZABETH A. GANTER BY DEED RECORDED IN COUNTY CLERK'S NO. 97-0024749. LAND RECORDS, COLLIN COUNTY, TEXAS;

SOUTH 00 DEGREES 29 MINUTES 01 SECONDS WEST, ALONG AN EAST LINE OF AFORESAID 1113.084 ACRE TRACT AND THE COMMON WEST LINE OF AFORESAID 7.04 ACRE TRACT , A DISTANCE OF 411.24 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF SAID 7.04 ACRE TRACT;

SOUTH 89 DEGREES 02 MINUTES 06 SECONDS EAST, ALONG THE NORTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON SOUTH LINE OF AFORESAID 7.04 ACRE TRACT, A DISTANCE OF 1471.42 FEET TO A 1/2 INCH IRON PIPE FOUND FOR CORNER AND BEING ON THE WEST LINE OF A CALLED 5.660 ACRE TRACT OF LAND CONVEYED TO DONALD DWAYNE TUCKER AND WIFE, JEAN TUCKER RECORDED IN VOLUME 931, PAGE 368, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281;

THENCE SOUTH 00 DEGREES 40 MINUTES 36 SECONDS WEST, ALONG AN EAST LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON WEST LINES OF AFORESAID 5.660 TUCKER TRACT AND OF A CALLED 1.39 ACRE TRACT OF LAND CONVEYED TO CALVIN JARRETT AND KAREN JARRETT BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2005-0097078, LAND RECORDS, COLLIN COUNTY,

TEXAS AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281, A DISTANCE OF 537.51 FEET TO A POINT FOR THE CORNER;

THENCE, SOUTH 00 DEGREES 04 MINUTES 47 SECONDS WEST, OVER AND ACROSS SAID 1113.084 ACRE TRACT, A DISTANCE OF 2505.18 FEET TO A 1/2 INCH IRON ROD FOUND ON A SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A CALLED 3.000 ACRE TRACT OF LAND CONVEYED TO TERRY L. HARTWICK AND ROSE ETTA JONES BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0001673, LAND RECORDS, COLLIN COUNTY, TEXAS;
THENCE, NORTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 1113.084 ACRE TRACT, AND THE COMMON NORTH LINE OF SAID 3.000 ACRE TRACT, A DISTANCE OF 484.37 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER ON THE EAST LINE OF A 19.33 ACRE TRACT OF LAND CONVEYED TO TERRY L. HARTWICK AND ROSE ETTA JONES BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 94-0065235, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 00 DEGREES 14 MINUTES 32 SECONDS WEST, A DISTANCE OF 154.99 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 19.33 ACRE TRACT;

THENCE, NORTH 89 DEGREES 39 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 19.33 ACRE TRACT, A DISTANCE OF 988.76 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER ON THE EAST LINE OF SAID 158.524 ACRE TRACT;

THENCE, SOUTH 00 DEGREES 26 MINUTES 33 SECONDS EAST, ALONG THE EAST LINE OF SAID 158.524 ACRE TRACT AND THE COMMON WEST LINES OF SAID 19.33 ACRE TRACT AND A CALLED 11.06 ACRE TRACT OF LAND CONVEYED TO HUGH P. McADAMS BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 92-0003436, LAND RECORDS, COLLIN COUNTY, TEXAS, A DISTANCE OF 1763.02 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 158.524 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF SAID 11.06 ACRE TRACT AND BEING IN THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY) AND BEING ON THE NORTH LINE OF A CALLED 72 ACRE TRACT OF LAND CONVEYED TO J.L. MELL, BEVERLY ANN ALLEN & NANCY JO. LAWRENCE BY DEED RECORDED IN COUNTY CLERKS' FILE NO. 2000-0101341, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 36 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON NORTH LINE OF AFORESAID 72 ACRE TRACT AND ALONG THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 A DISTANCE OF 576.42 FEET TO A POINT FOR AN ELL CORNER OF SAID 158.524 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF THE REMAINDER OF A TRACT OF LAND CONVEYED TO

DONALD M. MOTSENBACKER AND WIFE, NORMA FAYE MOTSENBACKER BY DEED RECORDED IN VOLUME 2678, PAGE 833, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE ALONG THE COMMON LINES BETWEEN AFORESAID 158.524 ACRE TRACT AND AFORESAID REMAINDER MOTSENBACKER TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 01 DEGREES 01 MINUTES 34 SECONDS EAST, PASSING AT A DISTANCE OF 28.19 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 95.45 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 46 DEGREES 22 MINUTES 09 SECONDS WEST, A DISTANCE OF 30.04 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 01 DEGREES 02 MINUTES 48 SECONDS EAST, A DISTANCE OF 66.35 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 48 DEGREES 15 MINUTES 02 SECONDS WEST, A DISTANCE OF 30.38 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 01 DEGREES 27 MINUTES 43 SECONDS EAST, A DISTANCE OF 66.57 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 46 DEGREES 58 MINUTES 13 SECONDS WEST, A DISTANCE OF 23.59 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 00 DEGREES 24 MINUTES 20 SECONDS EAST, A DISTANCE OF 25.48 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 71 DEGREES 03 MINUTES 06 SECONDS EAST, A DISTANCE OF 10.41 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 39 DEGREES 44 MINUTES 59 SECONDS EAST, A DISTANCE OF 10.78 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 00 DEGREES 21 MINUTES 32 SECONDS WEST, A DISTANCE OF 98.69 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 43 DEGREES 09 MINUTES 55 SECONDS WEST, A DISTANCE OF 11.67 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 88 DEGREES 23 MINUTES 42 SECONDS WEST, A DISTANCE OF 201.10 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 46 DEGREES 23 MINUTES 42 SECONDS WEST, A DISTANCE OF 10.70 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 14 DEGREES 06 MINUTES 56 SECONDS WEST, A DISTANCE OF 10.35 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 01 DEGREES 47 MINUTES 24 SECONDS WEST, A DISTANCE OF 81.41 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 19 DEGREES 38 MINUTES 16 SECONDS EAST, A DISTANCE OF 10.39 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 52 DEGREES 48 MINUTES 19 SECONDS EAST, A DISTANCE OF 10.82 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 76 DEGREES 36 MINUTES 21 SECONDS EAST, A DISTANCE OF 10.30 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 02 DEGREES 21 MINUTES 20 SECONDS WEST, A DISTANCE OF 25.12 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 47 DEGREES 10 MINUTES 36 SECONDS WEST, A DISTANCE OF 33.81 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 47 MINUTES 06 SECONDS EAST, A DISTANCE OF 63.78 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 44 DEGREES 58 MINUTES 54 SECONDS WEST, A DISTANCE OF 31.86 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 34 MINUTES 55 SECONDS EAST, A DISTANCE OF 65.94 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 48 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 30.58 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 40 MINUTES 17 SECONDS EAST, PASSING AT A DISTANCE OF 66.78 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 95.05 FEET TO A POINT FOR AN ELL CORNER OF AFORESAID 158.524 ACRE TRACT AND THE SOUTHWEST CORNER OF AFORESAID REMAINDER MOTSENBACKER TRACT AND BEING ON THE NORTH LINE OF A CALLED 36.145 ACRE TRACT OF LAND CONVEYED TO CAROLYN PUTNEY BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2003-0016137, LAND RECORDS, COLLIN COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO.206;

THENCE NORTH 89 DEGREES 36 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON NORTH LINE OF AFORESAID 36.145 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 1762.31 FEET TO A POINT FOR CORNER;

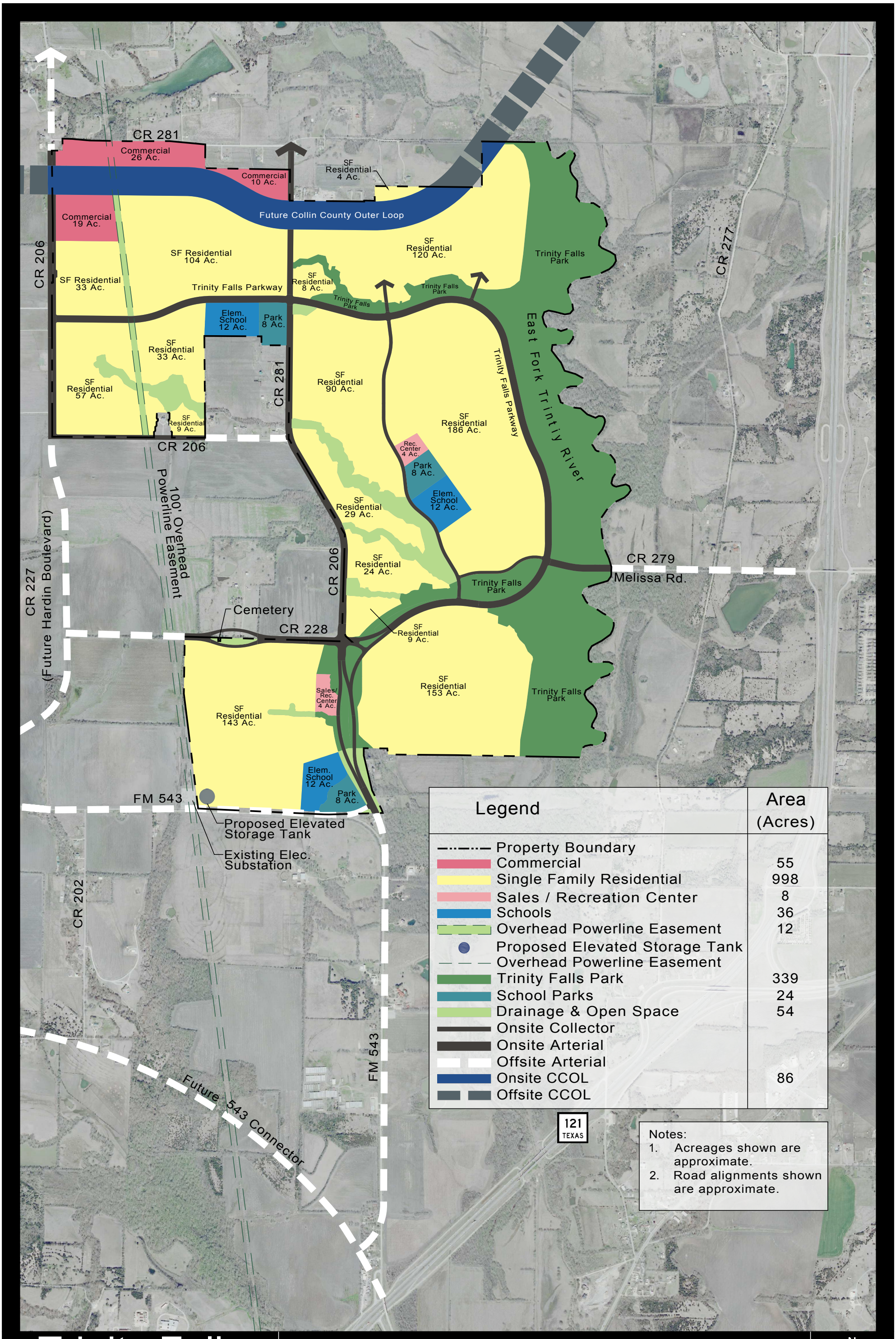
THENCE NORTH 00 DEGREES 08 MINUTES 15 SECONDS WEST, PASSING AT A DISTANCE OF 26.32 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING ALONG THE WEST LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON EAST LINE OF THE FOLLOWING TRACTS, A CALLED 22.030 ACRE TRACT OF LAND CONVEYED TO BILLY J. DRURY, ET AL BY DEED RECORDED IN VOLUME 1043, PAGE 346, DEED RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 22.030 ACRE TRACT OF LAND CONVEYED TO JIMMIE L. DRURY BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2003-0060252, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 3.67 ACRE TRACT OF LAND CONVEYED TO RODNEY C. NIXON BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 93-0108403, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 3.67 ACRE TRACT OF LAND CONVEYED TO RODNEY C. NIXON BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 93-0108402, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 11.015 ACRE TRACT OF LAND CONVEYED TO QUIDA NIXON BY DEED RECORDED IN VOLUME 1043, PAGE 338, DEED RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 11.015 ACRE TRACT OF LAND CONVEYED TO DEAN ANDERSON BY DEED RECORDED IN VOLUME 1043, PAGE 333, DEED RECORDS, COLLIN COUNTY, TEXAS AND ALONG THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 2672.26 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 88 DEGREES 53 MINUTES 46 SECONDS EAST, A DISTANCE OF 19.61 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHWEST CORNER OF SAID 1113.084 ACRE TRACT;

THENCE ALONG THE WEST LINE OF AFORESAID 1113.084 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

> NORTH 00 DEGREES 12 MINUTES 11 SECONDS WEST, A DISTANCE OF 1035.01 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 50 MINUTES 11 SECONDS WEST, A DISTANCE OF 1248.29 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 407.211 ACRES OF LAND, MORE OR LESS.



Legend	Area (Acres)
Property Boundary	
Commercial	55
Single Family Residential	998
Sales / Recreation Center	8
Schools	36
Overhead Powerline Easement	12
Proposed Elevated Storage Tank	
Overhead Powerline Easement	
Trinity Falls Park	339
School Parks	24
Drainage & Open Space	54
Onsite Collector	
Onsite Arterial	
Offsite Arterial	
Onsite CCOL	86
Offsite CCOL	

Notes:
1. Acreages shown are approximate.
2. Road alignments shown are approximate.

Trinity Falls

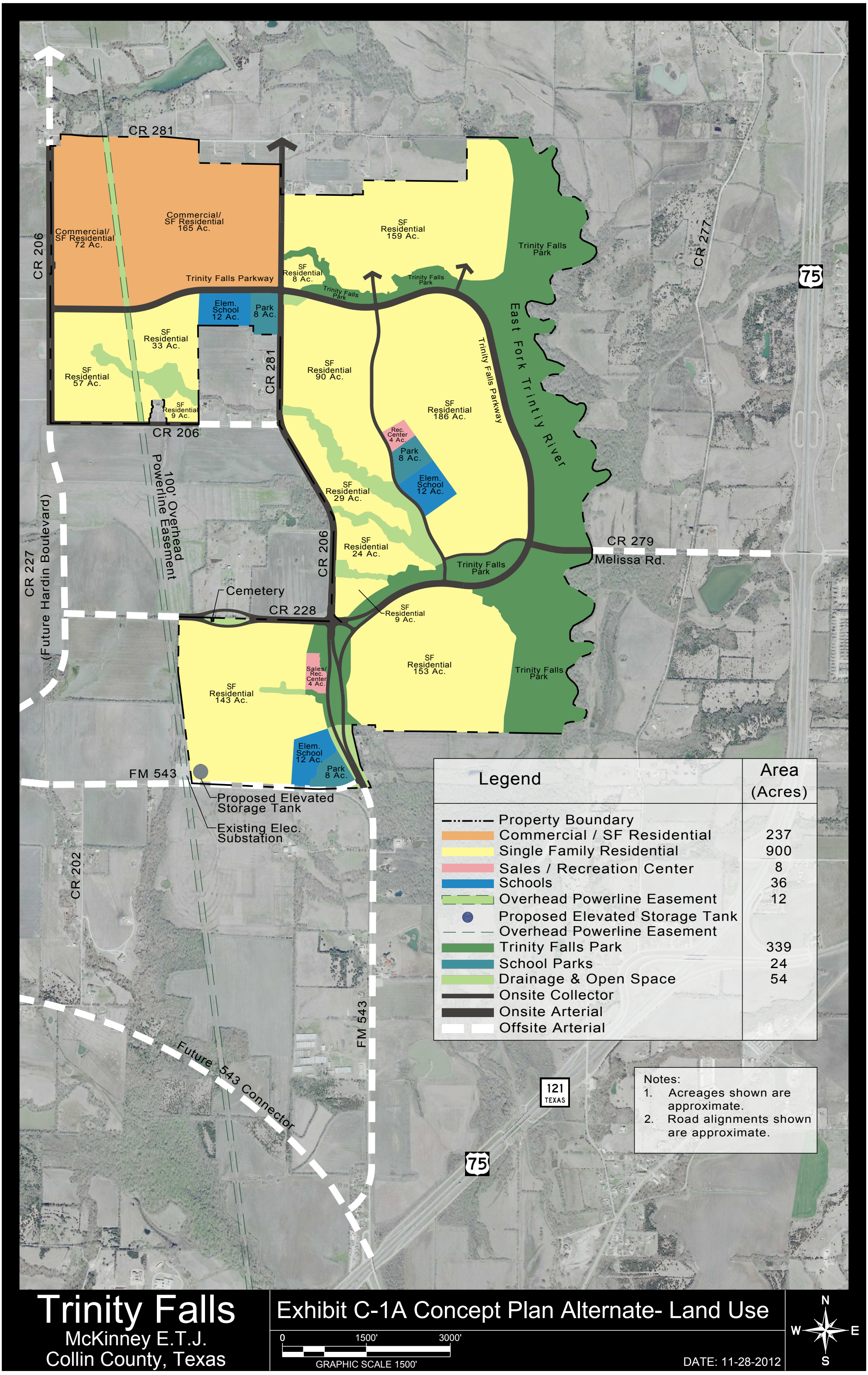
McKinney E.T.J.
Collin County, Texas

Exhibit C-1 Concept Plan- Land Use

0 1500' 3000'
GRAPHIC SCALE 1500'

DATE: 11-28-2012

N W E S


CR 281
CR 206
Commercial/
SF Residential
72 Ac.
Commercial/
SF Residential
165 Ac.
Trinity Falls Parkway
Elem.
School
12 Ac.
Park
8 Ac.
SF
Residential
33 Ac.
SF
Residential
57 Ac.
SF
Residential
9 Ac.
CR 281
SF
Residential
90 Ac.
SF
Residential
159 Ac.
SF
Residential
8 Ac.
Trinity Falls
Park
Trinity Falls
Park
Trinity Falls Parkway
East Fork Trinity River
CR 277
75
SF
Residential
186 Ac.
Rec.
Center
4 Ac.
Park
8 Ac.
Elem.
School
12 Ac.
SF
Residential
29 Ac.
SF
Residential
24 Ac.
CR 206
100' Overhead
Powerline Easement
CR 227
(Future Hardin Boulevard)
Cemetery
CR 228
CR 279
Melissa Rd.
Trinity Falls
Park
SF
Residential
9 Ac.
SF
Residential
153 Ac.
Trinity Falls
Park
Sales/
Rec.
Center
4 Ac.
SF
Residential
143 Ac.
Elem.
School
12 Ac.
Park
8 Ac.
FM 543
Proposed Elevated
Storage Tank
Existing Elec.
Substation
CR 202
FM 543
Future 543 Connector
121
TEXAS
75
Legend
Area
(Acres)
Property Boundary
Commercial / SF Residential 237
Single Family Residential 900
Sales / Recreation Center 8
Schools 36
Overhead Powerline Easement 12
Proposed Elevated Storage Tank
Overhead Powerline Easement
Trinity Falls Park 339
School Parks 24
Drainage & Open Space 54
Onsite Collector
Onsite Arterial
Offsite Arterial
Notes:
1. Acreages shown are approximate.
2. Road alignments shown are approximate.
Trinity Falls
McKinney E.T.J.
Collin County, Texas
Exhibit C-1A Concept Plan Alternate- Land Use
0
1500'
3000'
GRAPHIC SCALE 1500'
DATE: 11-28-2012
N
W
E
S

CR 281
Future Collin County Outer Loop
CR 206
CR 277
75
East Fork Trintiy River
CR 281
CR 206
CR 227
(Future Hardin Boulevard)
100' Overhead Powerline Easement
CR 279 / Melissa Rd.
Cemetery
CR 228
FM 543
Proposed Elevated Storage Tank
Existing Elec. Substation
CR 202
FM 543
Future 543 Connector
121 TEXAS
75

PLANNING UNIT 6
PLANNING UNIT 4
PLANNING UNIT 5
PLANNING UNIT 3
PLANNING UNIT 2
PLANNING UNIT 1

Legend

- Planning Unit 1
- Planning Unit 2
- Planning Unit 3
- Planning Unit 4
- Planning Unit 5
- Planning Unit 6

Note:
Road alignments shown are approximate.

Trinity Falls

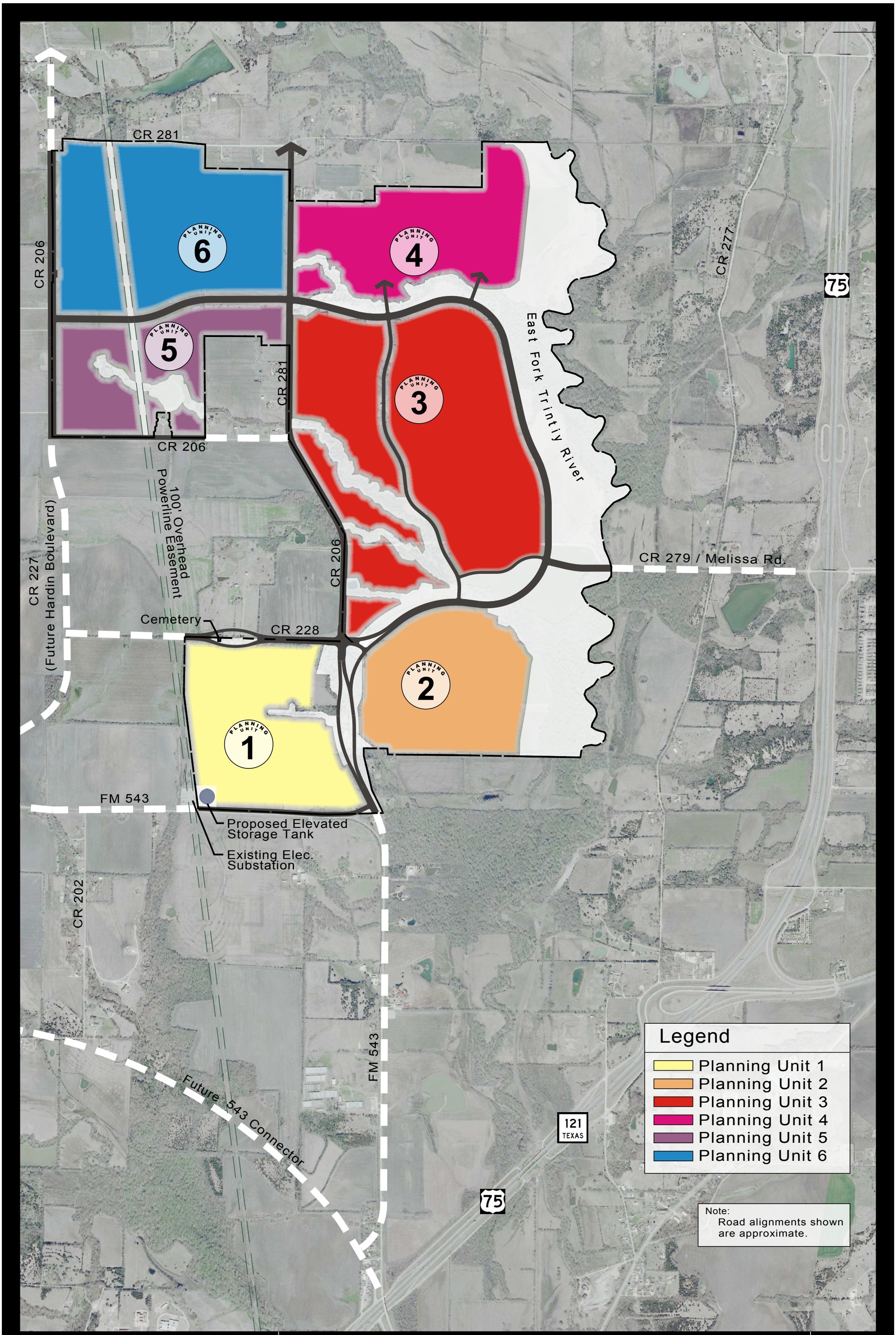
McKinney E.T.J.
Collin County, Texas

Exhibit C-2 Concept Plan-Planning Units

0 1500' 3000'
GRAPHIC SCALE 1500'

DATE: 11-28-2012

N W E S



Trinity Falls

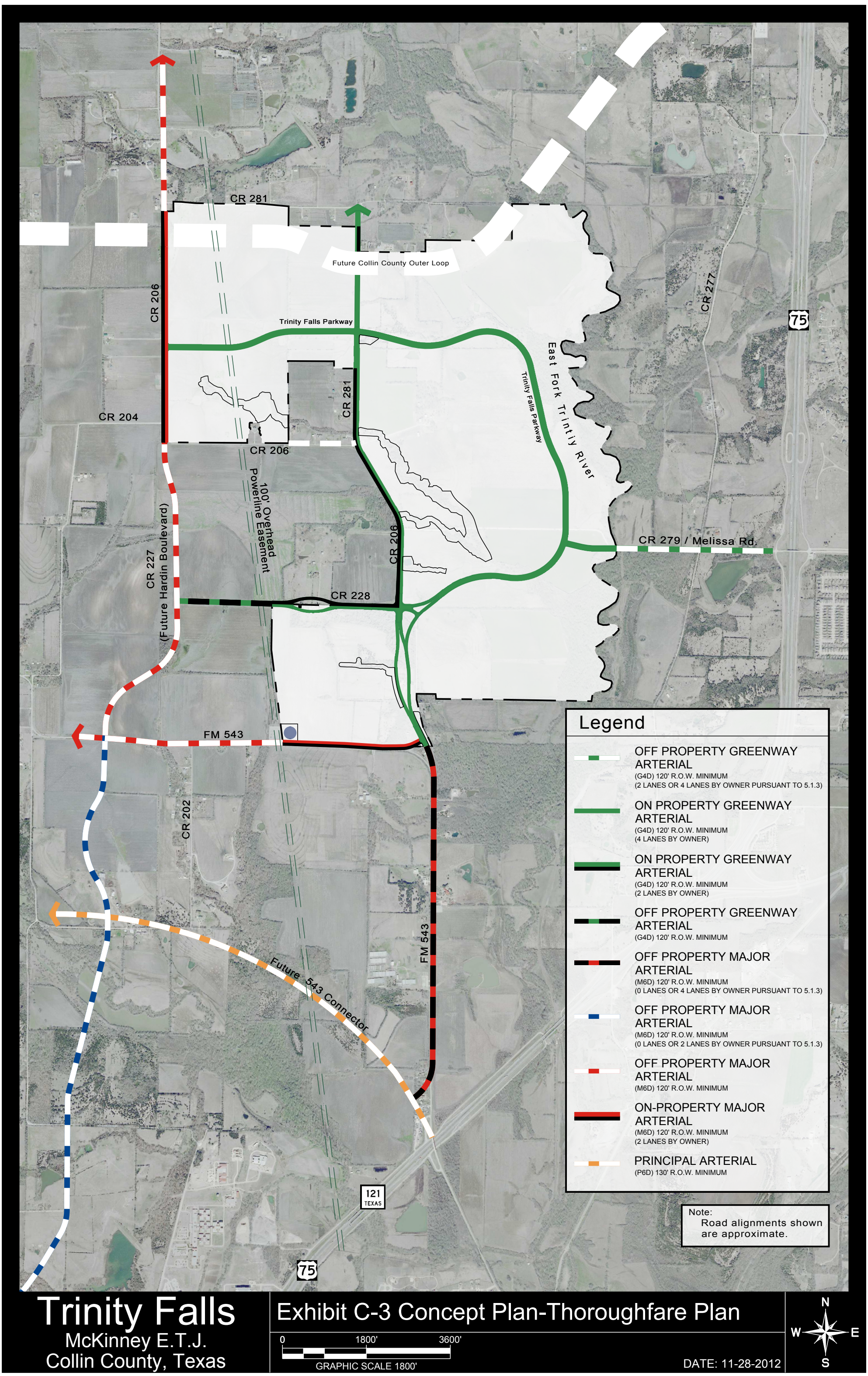
McKinney E.T.J.
Collin County, Texas

Exhibit C-2A Concept Plan Alternate-Planning Units

0 1500' 3000'
GRAPHIC SCALE 1500'

DATE: 11-28-2012

N W E S



Trinity Falls

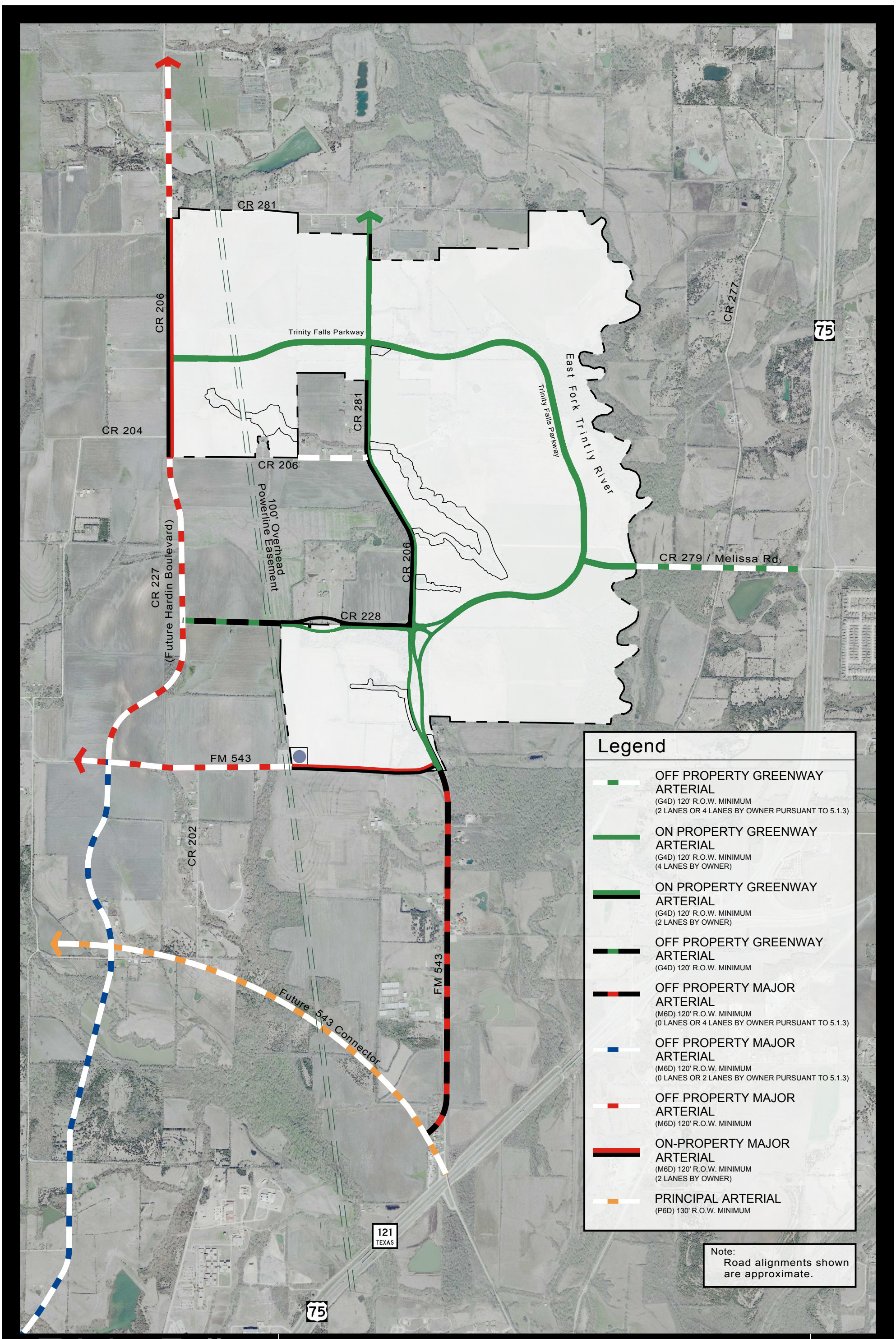
McKinney E.T.J.
Collin County, Texas

Exhibit C-3 Concept Plan-Thoroughfare Plan

0 1800' 3600'
GRAPHIC SCALE 1800'

DATE: 11-28-2012

N W E S



Trinity Falls

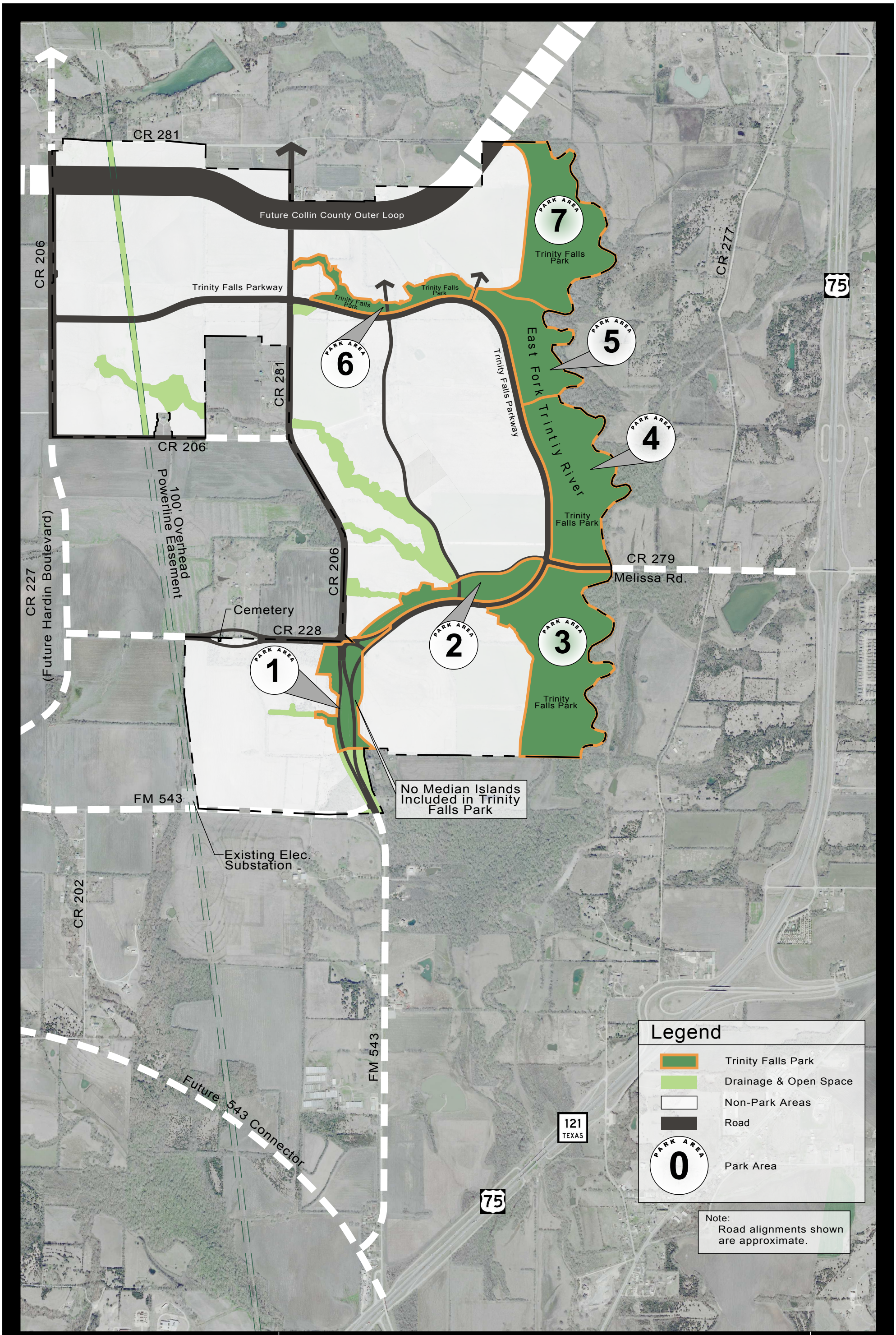
McKinney E.T.J.
Collin County, Texas

Exhibit C-3A Concept Plan Alternate -Thoroughfare Plan

0 1800' 3600'
GRAPHIC SCALE 1800'

DATE: 11-28-2012

N W E S



Trinity Falls

McKinney E.T.J.
Collin County, Texas

Exhibit C-4 Concept Plan- Trinity Falls Park Phasing

0 1500' 3000'
GRAPHIC SCALE 1500'

DATE: 11-28-2012

N W E S

CR 281
CR 206
Trinity Falls Parkway
CR 281
CR 206
100' Overhead Powerline Easement
CR 227 (Future Hardin Boulevard)
CR 206
Cemetery
CR 228
FM 543
CR 202
Existing Elec. Substation
Future 543 Connector
FM 543
Trinity Falls Parkway
East Fork Trinity River
CR 277
CR 279 Melissa Rd.
75
121 TEXAS
75
Trinity Falls Park
Trinity Falls Park
Trinity Falls Park
Trinity Falls Park
Trinity Falls Park
PARK AREA 7
PARK AREA 6
PARK AREA 5
PARK AREA 4
PARK AREA 3
PARK AREA 2
PARK AREA 1
No Median Islands Included in Trinity Falls Park

Legend

- Trinity Falls Park
- Drainage & Open Space
- Non-Park Areas
- Road
- PARK AREA 0 — Park Area

Note:
Road alignments shown are approximate.

Trinity Falls

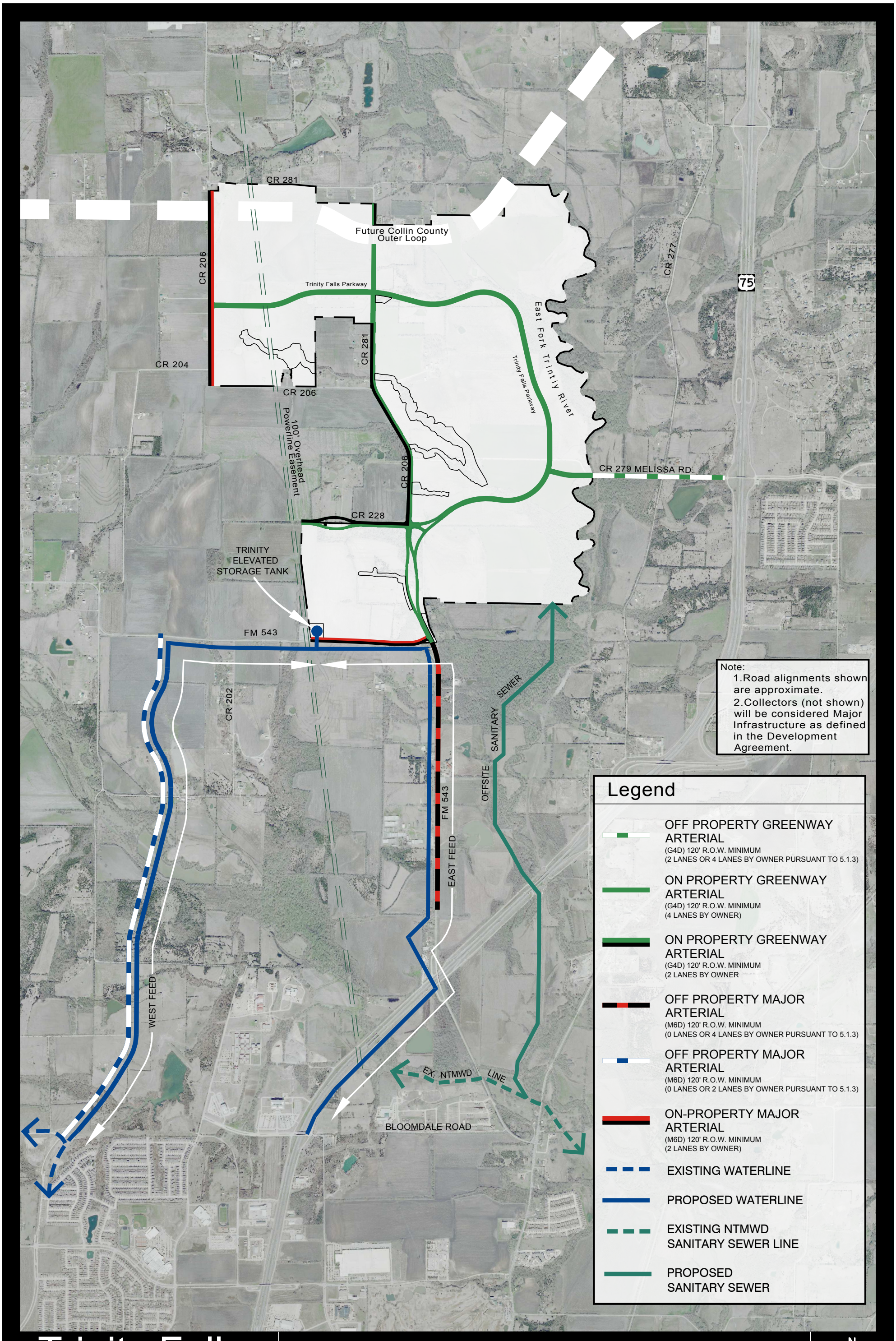
McKinney E.T.J.
Collin County, Texas

Exhibit C-4A Concept Plan Alternate- Trinity Falls Park Phasing

0 1500' 3000'
GRAPHIC SCALE 1500'

DATE: 11-28-2012

N W E S



Trinity Falls

McKinney E.T.J.
Collin County, Texas

Exhibit C-5 Concept Plan - Major Infrastructure

0 2200' 4400'
GRAPHIC SCALE 2200'

DATE: 11-28-2012

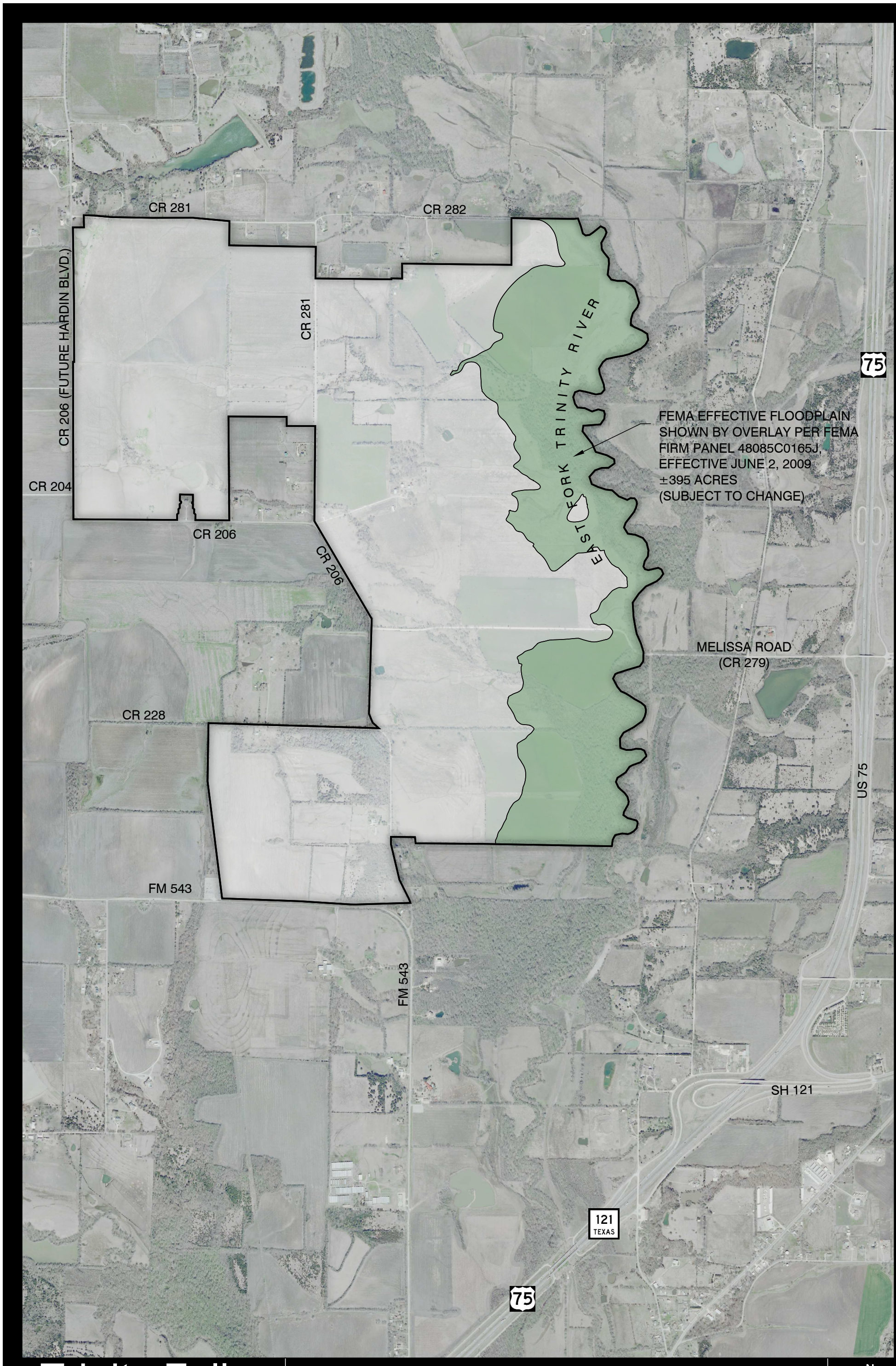
N W E S

EXHIBIT D
City Ordinances

1. With respect to the area within the Trinity River floodplain generally identified on Exhibit D-1 attached hereto, Chapter 130 “Land Development Regulations-General” of the City of McKinney Code of Ordinances shall apply to floodplain reclamation only as it is in effect as of the Effective Date and for a period of twenty-four (24) months thereafter without amendment except as is required due to applicable state or federal regulations.

2. Chapter 110 “Utilities” of the City of McKinney Code of Ordinances.

3. Chapter 130 “Land Development Regulations-General” of the City of McKinney Code of Ordinances.



Trinity Falls

McKinney E.T.J.
Collin County, Texas

Exhibit D-1 Floodplain Exhibit

0 1500' 3000'
GRAPHIC SCALE 1500'

DATE: 11-28-2012

N
W E
S

Exhibit E – Building Codes

Residential:
A. 2005 National Electrical Code
B. 2006 International Building Code
C. 2006 International Plumbing Code
D. 2006 International Mechanical Code
E. 2009 International Energy Conservation Code

Commercial:
A. 2005 National Electrical Code
B. 2006 International Building Code
C. 2006 International Plumbing Code
D. 2006 International Mechanical Code
E. 2009 International Energy Conservation Code
F. 2006 International Fire Code

Local amendments apply.

Exhibit F
Special Regulations

1. Each preliminary final plat shall include the right-of-way necessary to connect to an existing roadway or right-of-way. CR 206 roadway from FM 543 to CR 228 ("South 206") and CR 206 roadway from CR 228 to CR 281 ("North 206") (collectively, the "Existing Roadways") currently exist on or adjacent to the Property. Owner agrees to repair and maintain (to existing conditions, ordinary wear and tear excepted) the Existing Roadways due to damage caused by construction within the Property beginning December 4, 2012, and continuing until the Existing Roadways, or portions thereof, are redeveloped concurrently with the development of the Property, or portions thereof, adjacent thereto. Owner shall regularly inspect and examine the Existing Roadways to identify damage caused by construction within the Property, and upon discovering such damage, will notify the City of the nature and extent of the damage and proceed to complete repairs and maintenance within a reasonable time based on the nature and extent of the damage. If the Existing Roadways, or portions thereof, are constructed of non-concrete or substandard surfaces, then such portions (a) will be reconstructed in accordance with City subdivision standards at such time as the portion of the Property adjacent thereto is developed, or (b) may be reconstructed by the City in accordance with City subdivision standards in advance of development of the portion of the Property adjacent thereto in which event the City shall be permitted to obtain reimbursement for the City's costs for such reconstruction from proceeds of bonds issued by the District, to the extent permitted by law and the rules of the TCEQ and pursuant to the terms of a reimbursement agreement agreed upon by the City and the District.

2. The Subdivision Regulations are hereby modified as follows:

a. Article I, Sec. 142-7 (Zoning) of the Subdivision Regulations, as may be amended, modified or recodified, shall not apply to the Property.

b. Article III, Sec. 142-73 (General Development Plan) of the Subdivision Regulations, as may be amended, modified or recodified, shall not apply to the Property.

c. Article III. Sec. 142-74(b)(9)(c) of the Subdivision Regulations: The beginning of the third paragraph shall be revised to read "When a preliminary-final plat has been approved by the Commission, a record plat, for all or a part of the area shall be submitted within thirty-six (36) months thereafter …". It is the intent of the parties that a preliminary-final plat shall be valid for thirty-six (36) months after Commission approval.

d. Article IV. Sec. 142-99 of the Subdivision Regulations - The following language in the first section of said Section shall not apply to the Property: "Lot dimensions shall be determined by the appropriate zoning classification. However, for lots within the extraterritorial jurisdiction of the city, no lot shall be less than 5,000 square feet." In addition, lots with a width of less than 60 feet may have a ratio of depth to width that exceeds 2.5 to 1.

e. Article VI. (Conveyance of Land for Recreational Areas and Facilities), as may be amended, modified or recodified, shall not apply to the Property.

3. The following provisions of the City's comprehensive zoning code, as amended, shall apply:

- Section 146-45 – Site Plan
- Section 146-130 – Vehicle Parking
- Section 146-131 – Off-Street Loading
- Section 146-132 – Fences, Walls, and Screening Requirements
- Section 146-135 – Landscape Requirements

4. Landscaping/Hardscaping: Street and parking lot lighting shall consist of poles and fixtures which shall be selected by Owner from among those available from the electric service provider. Unless approved by the City Engineer in writing, all utilities shall be underground.

5. Public Safety Notice to Purchasers: Owner shall disclose to purchasers (in its District Notice, notice required by the Property Code, or otherwise) the source of police, fire, and EMS services.

Exhibit G
Development Regulations

1. Land Use Areas. The Concept Plan divides the Property into "Single Family Residential" and "Commercial" land use areas ("Land Use Areas"). The Concept Plan identifies other areas, including drainage and floodplain areas, amenity centers, parks, schools, and thoroughfares located on or off the Property. The sizes and configurations of the Land Use Areas and other areas shown on the Concept Plan are approximations and subject to change.

a. Single-Family Residential. Single-Family Residential Land Use Areas shown on the Concept Plan allow the following single-family lot types (by reference to Chapter 146 of the City's Code of Ordinances in effect on the effective date of the Agreement) anywhere within the Property subject to the following standards.

i. SFD-45

- minimum lot size 4,500 square feet;
- minimum lot width 40 feet;
- minimum lot depth 100 feet
- minimum front yard setback 20 feet;
- minimum rear yard setback 20 feet;
- minimum side yard setback five feet;
- minimum corner side setback 15 feet; and
- all lots must be served by alleys.

ii. SFD-57.5

- minimum lot size 5,750 square feet;
- minimum lot width 50 feet;
- minimum lot depth 100 feet
- minimum front yard setback 25 feet;
- minimum rear yard setback 15 feet;
- minimum side yard setback five feet; and
- minimum corner side setback 15 feet.

iii. SFD-65

- minimum lot size 6,500 square feet;
- minimum lot width 60 feet;
- minimum lot depth 100 feet
- minimum front yard setback 25 feet;
- minimum rear yard setback 15 feet;
- minimum side yard setback five feet; and
- minimum corner side setback 15 feet.

b. Commercial. Commercial Land Use Areas allow commercial development in accordance with the development regulations for "C Planned Center" under Chapter 146 of the City's Code of Ordinances, as amended.

c. Multi-Family. Multi-family Land Use Areas are not shown on the Concept Plan; however, multi-family development is allowed with the approval of the City Council.

2. Residential Lot Type. Any Residential Lot Type may be located anywhere within a Single Family Area.

3. Single Family Area. Development within Single Family Areas is subject to the following:

a. No block face may be longer than 1,200 feet; however Open Space with a width greater than 50 feet will be deemed to terminate a block face. A block face may be extended to 1,500 feet without a waiver request or amendment to this Agreement when any of the following conditions is present:

i. the block is adjacent to non-residential uses;

ii. the block is adjacent to a floodplain, creek, or other natural feature through which a crossing is not desirable or feasible;

iii. the block is adjacent to a subdivision that has not provided sufficient street connections;

iv. the block is adjacent to an arterial roadway; or

v. other property conditions (including, but not limited to, natural conditions) would result in an undue hardship unless the block length is extended.

b. Each Residential Lot must be within a 1,320 foot radius of Open Space or Common Area as defined below.

c. Residential Lots less than 50 feet wide must be alley entry.

4. **Agricultural Uses**. Agricultural uses are permitted within the Property subject to the following:

a. Permitted Uses.

i. Agriculture, including the raising of field crops and horticulture, but excluding animal husbandry, feedlots, poultry farms, and kennels.

ii. Ranch and farm dwellings pertaining to agricultural operations.

iii. Parks and recreation areas operated by the City.

iv. Riding academies.

v. Country clubs.

vi. Recreational camps operated by public, charitable or religious organizations.

vii. Buildings and installations geographically necessary to operate a public utility, but not including general office, material yards or repair shops. Such facilities shall observe yard space rules, but shall not be required to provide the full lot size and lot width requirement.

viii. Greenhouses.

b. Permitted accessory uses.

i. Living quarters for persons regularly employed on the premises; but not including labor camps or dwellings for transient labor.

ii. Guest houses, not rented or otherwise conducted as a business.

iii. Home occupations.

iv. Offices incidental to and necessary for conducting a permitted use.

v. Private garages, stables, and barns.

vi. Roadside stands not exceeding 400 square feet in floor area, for the sale of agricultural products grown on the premises.

vii. Nameplates and non-illuminated signs not to exceed 20 square feet in area identifying the premises, but not containing over 20 percent brand advertising.

viii. The keeping of not more than two roomers or boarders.

ix. Other accessory uses and buildings customarily appurtenant to a permitted use, including, but not limited to, associational meetings, religious gatherings, and social activities.

c. Miscellaneous.

i. Off-street parking shall be provided.

d. Space limits.

i. Minimum lot area: 10 acres.

ii. Minimum width of lot: 150 feet.

iii. Maximum height of building: 35 feet.

iv. Minimum front yard: 35 feet.

v. Minimum rear yard: 35 feet.

vi. Minimum side yard: 20 feet.

vii. Minimum side yard at corner: 25 feet.

5. Open Space / Recreational Facilities.

a. Definitions:

i. "Drainage/Floodplain Areas" mean those areas identified as such on the Concept Plan, including, but not limited to, such areas located within the Trinity River Common Area.

ii. "Floodplain Adjacency Area" means the common boundary line of a Drainage Floodplain Area and a Single Family Area.

iii. "Neighborhood Park" means an area not less than eight acres and not located within a FEMA floodplain area, each adjacent to an elementary school, designed and constructed by Owner to conform to applicable ADA standards and being substantially equivalent in quality to Inspiration Park, Ledbetter Park and Whisenant Park (being parks developed by and located within corporate limits of the City) and which include the following facilities: (1) one facility from the following: baseball/softball field (including backstop), football/soccer field, sand volleyball court(s), Miracle playground equipment or equivalent (inclusive of shade canopies), or multi-purpose paved jogging trails; however, any field(s) provided will not be lighted; (2) picnic tables (Legacy model #1122 or approved equivalent) and litter receptacles (Renaissance custom city design with liner); (3) landscape development (including associated irrigation to City standards) and beautification including color beds, screening, shade, ornamental trees, benches (Legacy site furnishings model #1272-I or approved equivalent), sidewalks, and signage; (4) drinking fountains; (5) parking to include ten (10) parking spaces and lighting; and (6) one facility from the following: Vortex splash pads or equivalent, climbing boulders, outdoor classrooms, basketball court, or handball court. All improvements shall comply with City standards. Park names shall be selected in accordance with the City protocol.

iv. "Open Space" means areas consisting of one or more of the following: the Trinity River Common Area, Neighborhood Parks, Drainage/Floodplain

Areas, Community Open Space, arterial landscape buffers, other improved and unimproved parks, playgrounds, common areas, greenbelts, landscape areas and buffers, creeks, community gardens, the entire area of roadway medians and esplanades. Open Space does not include the area of lots, unless such lots are platted for uses associated with recreational or landscape related uses.

v. "Common Area" means any Open Space that is not owned by the City.

vi. "Trinity River Common Area" means the area containing at least 200 acres located primarily in the areas of post-reclamation floodplain adjacent to the East Fork of the Trinity River.

b. At least 83 acres of Open Space shall be provided within the Property. Only 33% of this requirement may be satisfied with floodplain and erosion hazard setback areas, as defined in the Floodplain Ordinance.

c. The Owner shall construct the improvements described in Paragraph 5(a)(iii) above and subsequently dedicate each Neighborhood Park to the City, at no cost to the City, which dedication shall be not later than the opening of the adjacent school site. The City shall maintain the Neighborhood Parks at the City's expense; however, the District shall have the right, but not the obligation, to provide additional maintenance at the District's expense.

d. Owner will cause the Trinity River Common Area to be maintained by the District, a PID, a homeowner association or other entity such that: (i) turf is mowed at the appropriate height for the type of grass used and the time of the season; (ii) electrical systems and components are operational and in compliance with appropriate building codes; (iii) structures are in good repair and free of graffiti; and (iv) trails are in good repair.

e. The Trinity River Common Area will be a privately owned (by Owner, the District, or a homeowner association) park and recreation area that will be open at all times to the public. The Trinity River Common Area shall be developed in phases (Area 1 through Area 7) as shown on Exhibits C-4 and C-4A attached hereto and will include improvements from the following list of park components, constructed within Area 1 through Area 7 in phases as described below. All park Areas shall be completed within two (2) years of any required commencement date or event.

- Parking facilities
- Viewpoints or overlooks
- Natural trails and interpretive trails
- Ponds or lakes with fishing piers and boating/canoeing capability
- Water features including water falls/cascades
- Open air pavilions and picnic tables
- Playgrounds
- 12 foot wide hard surface (concrete) primary hike/bike trails. Secondary hike/bike trails may be decomposed granite or similar material.
- Passive open play fields

- Connectivity to trails systems within the Property
- Amphitheater
- Frisbee golf facility

Area 1: Commence construction within Area 1 not later than 30 days after the completion and acceptance of the first phase of residential development within Planning Unit 1 of the following improvements: (1) nature trails and interpretive trails; (2) 12 foot wide hard surface (concrete) primary hike and bike trails; and (3) connectivity to trails systems within the Property.

Area 2: Commence construction within Area 2 not later than 30 days after the completion and acceptance of the adjacent/contiguous sections of the north half of Trinity Falls Parkway of the following improvements: (1) nature trails and interpretive trails; (2) 12 foot wide hard surface (concrete) primary hike and bike trails; and (3) connectivity to trails systems within the Property; and (4) optional playground equipment.

Area 3: Commence construction within Area 3 not later than 30 days after the issuance of the 400th building permit for a Dwelling Unit in Planning Unit 2 of the following improvements: (1) nature trails and interpretive trails; (2) 12 foot wide hard surface (concrete) primary hike and bike trails; and (3) connectivity to trails systems within the Property; (4) parking facilities; (5) viewpoints or overlooks; (6) ponds or lakes with fishing piers and boating/canoeing capability; (7) water features including optional water falls/cascades; (8) open air pavilions; (9) picnic tables; (10) passive open play fields; (11) optional amphitheater (may be deferred to Area 4); (12) frisbee golf facility; (13) restroom facilities; and (14) playground equipment. Owner may request to substitute any component in within this Area, which substitution shall be subject to the approval of the City in its sole discretion.

Area 4: Commence construction within Area 4 not later than 30 days after the issuance of the 675th building permit for a Dwelling Unit in Planning Unit 3 of the following improvements: (1) nature trails and interpretive trails; (2) 12 foot wide hard surface (concrete) primary hike and bike trails; and (3) connectivity to trails systems within the Property; (4) parking facilities; (5) ponds or lakes with fishing piers and boating/canoeing capability; (6) water features including optional water falls/cascades; (7) open air pavilions; (8) picnic tables; (9) passive open play fields; (10) amphitheater (if not already constructed in Area 3); (11) extension of the frisbee golf; (12) restroom facilities; and (13) playground equipment. Owner may request to substitute any component in within this Area, which substitution shall be subject to the approval of the City in its sole discretion.

Area 5: Commence construction within Area 5 not later than 30 days after the issuance of the 1,000th building permit for a Dwelling Unit in Planning unit 3 of the following improvements: (1) nature trails and interpretive trails; (2) 12 foot wide hard surface (concrete) primary hike and bike trails; and (3) connectivity to trails systems within the Property; (4) viewpoints or overlooks; (5) picnic tables; (6) extension of the frisbee golf; and (7) playground equipment. Owner may request to substitute any component in within this Area, which substitution shall be subject to the approval of the City in its sole discretion.

Area 6: Commence construction of portions of Area 6 not later than 30 days after the earlier of completion and acceptance of (i) adjacent/contiguous development phases or (ii) adjacent/contiguous sections of the north half of Trinity Falls Parkway of the following improvements: (1) nature trails and interpretive trails; (2) 12 foot wide hard surface (concrete) primary hike and bike trails; and (3) connectivity to trails systems within the Property; and (4) optional playground equipment.

Area 7: Commence construction within Area 7 not later than 30 days after the issuance of the 250th building permit for a Dwelling Unit in Planning Unit 4 of the following improvements: (1) nature trails and interpretive trails; (2) 12 foot wide hard surface (concrete) primary hike and bike trails; and (3) connectivity to trails systems within the Property; (4) ponds or lakes with fishing piers and boating/canoeing capability; (5) water features including water falls/cascades; (6) picnic tables; (7) passive open play fields; and (8) playground equipment. Owner may request to substitute any component in within this Area, which substitution shall be subject to the approval of the City in its sole discretion.

f. Linear floodplain/drainage Open Space (including non-floodplain/drainage Open Space adjacent thereto) in Single Family Areas shall not be required to have more than 1/3 of the length of the Open Space abut a roadway or to be located on both sides of abutting roadways.

g. Linear floodplain/drainage Open Space (including non-floodplain/drainage Open Space adjacent thereto) shall not be required in any Commercial Area.

h. Owner shall cause to be collected within the Property a tax, assessment, or fee in an amount equal to two cents ($0.02) per $100 valuation on each Residential Lots (both land and improvements) as determined by the approved tax rolls (the "Park Fee"), which fee shall be paid to the City to supplement the City's Parks and Recreation Department's park and recreational facilities. The Park Fee is in lieu of any requirement, other than as specified in this Agreement, for additional park or recreational facilities within the Property. The City shall maintain all City-owned parks and recreational facilities within the Property to standards that meet or exceed the following:

- seven-day mowing/weed eating cycle during mowing season and weekly litter removal;
- trash removal as needed, but no less frequently than weekly;
- inspect irrigation systems at least once every two weeks and repair as needed;
- trim trees and shrubs at least three times a year;
- apply fertilizer and herbicide at least four times a year;
- inspect playground equipment at least monthly and repair as needed;
- inspect splashpads at least every two weeks and repair as needed;
- inspect hardscape at least annually and repair as needed; and
- repair vandalism as needed.

If the City fails to fulfill its maintenance obligations, Owner, upon written notice to the City, shall have the right to perform the City's obligations and be reimbursed by City.

6. Signage. Owner shall be permitted to locate a maximum of six (6) non-premises signs off the Property to advertise the Property (or portions thereof) and each such sign shall have a maximum of 32 square feet per face. Such non-premises signs shall otherwise comply with the City's Sign Ordinance.

7. Land Use Area Regulations. All land, buildings and structures located within the Property which are occupied, used, erected, altered, removed, placed, demolished, or converted shall be done so in conformance with the following regulations:

a. Single Family Areas.

i. Permitted Uses

1. Single-family attached and detached dwellings.
2. Public, parochial, and private schools and colleges offering courses of general instruction when located on sites of at least five acres, and including convents, monasteries, dormitories, and other related living structures when located on the same site as the school or college.
3. Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature.
4. Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this Exhibit G for dwellings and have a landscaped or masonry barrier on all sides.
5. Public and quasi-public buildings for cultural use.
6. Country clubs.
7. Crop and tree farming, but not including the raising of animals or fowl for commercial purposes, or the sale of any products at retail on the premises, except as provided for as a permitted home occupation.
8. Parks, Open Space and recreation areas including swimming pool facilities, water parks, clubhouses, sport courts and other similar facilities operated by public or private entities.
9. Public or private golf course and related facilities.
10. Cemeteries in existence prior to 2006.
11. Other accessory uses and buildings customarily appurtenant to a master plan community, including, but not limited to, association meetings, religious gatherings, marketing activities, dining activities and social activities.
12. One or more private homeowner association amenity centers.

ii. Permitted Accessory Uses

1. Private garage and parking areas.

2. Real estate lease or "for sale" signs relating to the property on which the sign is located.

3. Other accessory uses and buildings customarily appurtenant to a permitted use, including, but not limited to, associational meetings, religious gatherings, and social activities.

4. swimming pools and below-ground spas.

8. Additional Uses: The following uses shall be allowed only within portions of the Property designated as Common Area or Open Space:

a. Equestrian and riding facilities, provided that private stables, corrals and paddocks are located no closer than 20 feet from any property line, no closer than 50 feet from a street and no closer than 150 feet from any dwelling located on adjoining property. No horse shall be kept on a lot containing less than one acre. Two (2) horses may be kept on a lot containing at least one acre. For each horse above two horses on a lot, there shall be an additional 20,000 square feet in lot area (in addition to the initial one acre minimum).

b. Buildings and installations necessary to operate a public utility excluding, however, general office use, material yards or repair shops. Such facilities shall observe yard space requirements, but shall not be required to satisfy lot size or lot width requirements.

c. Parks and recreation areas operated by the City of McKinney, any utility district or any homeowner association.

d. Private garages and barns to house maintenance equipment of any utility district or any homeowner association.

9. Use and Area Regulations for Accessory Buildings.

a. Accessory Buildings shall be permitted in Single Family areas on lots greater than 40 feet in width at the front building line or permitted on any lot greater than 80 feet in width at the front building line.

b. "Accessory Buildings" mean a subordinate building or structure, detached or attached by a breezeway and used for a purpose customarily incidental to the main structure such as a private garage for automobile storage, greenhouse, home workshop, guest/caretaker quarters or office for a home business, so long as such business is not adverse to the use and enjoyment of adjacent residential property and does not include the employment of additional persons, and does not increase parking and does not involve customers or clients visiting the premises. Such Accessory Buildings are subject to the following area regulations:

i. Front Yard - Attached Accessory Buildings shall have a front yard not less than that required for the main building. Detached Accessory Buildings shall be located in the area defined as the rear yard.

ii. Side Yard – There shall be a side yard for any detached Accessory Building of not less than three (3) feet from any side lot line, alley line or easement line, except that adjacent to a side street the side yard requirement shall be the same as that required for the main building. A detached Accessory Building on a corner lot with garage doors which open directly to and is entered from the side street shall provide a side yard of not less than twenty (20) feet. Maximum overhang of roof an Accessory Building into the required side yard is eighteen (18) inches.

iii. Rear Yard – There shall be a rear yard for any Accessory Building of not less than three (3) feet from the rear property lot line, or easement line, except that if no alley exists the rear yard shall not be less than eight (8) feet as measured from the rear property lot line. Garages or other detached Accessory Buildings located within the rear portion of the lot as heretofore described shall not be located closer than ten (10) feet to the main building not nearer than three (3) feet to any side lot line, except that a breezeway not exceeding fifteen (15) feet in height shall be permitted connecting the dwelling structure to an Accessory Building, provided it is open on all sides from the eaves of the roof to the ground. Garages which open directly to and are entered from an alley shall not be located nearer than ten (10) feet to the rear lot line. Maximum overhang for roofs of Accessory Buildings into the required rear yard is eighteen (18) inches.

iv. Height – No accessory structure may be of a height that exceeds the main building

10. Swimming Pools and Spas. All swimming pools and below ground spas shall be located behind the front building line and in no case shall the pool proper shall be closer than five (5) feet to any bounding property line of the lot or tract on which it is situated.

11. Maximum Single Family Lots. The maximum number of single family lots allowed within the Property shall be 4,176. For purposes of this Paragraph 11, the "Property" shall mean only MUD No.1, MUD No.2 and any annexed land; and it shall not include the New MUD Land, as such is described in Section 12.18.5 of the Agreement. If, however, pursuant to Section 12.18.2 of the Agreement, the CCOL Deed for the CCOL ROW is returned to the Owner, the New MUD Land may be developed in accordance with the Alternative Concept Plan Land Use Plan attached as Exhibit C-1A to the Agreement; whereupon, an additional 520 single-family lots may be developed. The maximum number of lots allowed to be developed in accordance with the SFD-57.5 standards, or with a smaller lot size shall be 2,500, of which no more than 1,000 may be developed in accordance with the SFD-45 standards.

12. Residential Area Design Requirements. The following design standards shall apply to Single Family Areas.

a. Standards for Approval.

1. Large residential developments must be segmented into smaller, more distinct neighborhoods and villages through the use of common areas and open

spaces (natural and improved), screening and buffering improvements, street layout, and lot orientation. These smaller neighborhoods shall be no larger than 60 acres with no fewer than two of the Single-Family Residential lot types described in Paragraph 1.a of this Exhibit G. The 60-acre maximum shall not include the area of the elements creating the segmentation, including the area of non-loaded collector roads with screening and buffering improvements. The 60-acre maximum may be increased with the approval of the Planning and Zoning Commission if the plan meets the intent of this paragraph but site conditions and constraints, including but not limited to geometry, acreage, and adjacent uses, preclude segmentation of the development into 60 acres or less, or the 60-acre maximum requirement would otherwise cause a less desirable plan to be implemented.

2. For neighborhoods that exceed 50 lots, at least one of the entrances to the neighborhood shall feature a divided entrance containing a landscaped median separating the traffic entering the neighborhood from the traffic exiting the neighborhood. The divided entrance, including the required median, shall meet all safety standards of the City's Fire Marshal. The required median shall be provided within a common area that is owned and maintained by the homeowners' association and shall feature all of the following:

a. The required median shall be at least 10 feet wide and at least 50 feet long (measured from back of curb to back of curb). The median and its plantings shall not be permitted to interfere with necessary sight visibility lines;

b. The required median shall include at least one canopy tree for every 50 linear feet that the median extends (in length

c. A The required median shall include at least two ornamental trees for every 50 linear feet that the median extends (in length); and

d. The required median shall be completely covered with living plant materials and shall be provided with an automatic underground irrigation system as specified in Section 146-135(e)(2) of the City's Code of Ordinances, as amended. Non-living materials including, but not limited to, concrete, pavers, stone, decomposed granite, or similar materials may be used for secondary design elements, sidewalks, and/or crosswalks.

3. A minimum of 60 percent of a property's frontage on a natural area, such as a creek or lake, that includes public participation under the Drainage Ordinance (e.g.: NRCS lakes) shall have single loaded streets adjacent to them.

4. Cul-de-sacs shall not be perfectly round. Instead, they must be more off-center in nature. A landscaped common area island within the cul-de-sac is encouraged.

5. Lots that are less than 50 feet in width shall not provide any front-entry off-street parking (including drives, garages, and carports).

b. Meritorious Exceptions.

i. If unique circumstances that exist on the Property or an innovative design prevents strict adherence with this paragraph, City staff, upon the request of the applicant, may consider the approval or disapproval of a meritorious exception from identified portions of this paragraph. City staff, in its discretion, may, however, forward the request (with a staff recommendation) to the Planning and Zoning Commission for consideration. In addition, if an application is denied by City staff, the applicant may appeal the denial to the Planning and Zoning Commission.

ii. Prior to any consideration of a meritorious exception by the Planning and Zoning Commission, written notice of a required public hearing shall be mailed to all property owners within 200 feet of the affected property according to the procedures for a change in a zoning district location or boundary. Notices may be mailed by regular United States mail, postage paid, to "Property Owner" at the addresses shown on the most recent tax roll.

iii. The applicant for a meritorious exception shall prove that a meritorious exception from the requirements of this paragraph is warranted under the circumstances presented. A meritorious exception may be granted by City staff or by the Planning and Zoning Commission based on findings that:

1. Unique circumstances exist on the Property or an innovative design is proposed that make the application of this paragraph unduly burdensome on the applicant;

2. The meritorious exception will have no adverse impact on current or future development;

3. The meritorious exception is in keeping with the spirit of the Development Agreement and will have a minimal impact, if any, on the surrounding land uses;

4. The meritorious exception shall not reduce the quality of the development; and

5. The meritorious exception will have no adverse impact on the public health, safety and general welfare.

6. A financial hardship shall not be considered a basis for the granting of a meritorious exception.

iv. Action by the Planning and Zoning Commission regarding a requested meritorious exception may be appealed to the City Council. Within 14 calendar days of the action by the Commission, the appellant shall notify the Director of Planning in writing of the desire to appeal the decision of the Commission to the City Council. The Director of Planning shall prepare a report and place the appeal on the agenda for consideration by the Council.

13. Residential Architectural and Site Standards. The following architectural and site standards shall apply to Single Family Areas.

a. The following exterior finishing materials shall be required:

i. Front Elevation: 100% of this elevation shall be finished with masonry materials including, but not limited to, brick, stone, synthetic stone, or stucco; however, no more than 50 percent of this elevation shall be finished with stucco.

ii. Side Elevation. 75% of this elevation shall be finished with masonry materials including, but not limited to, brick, stone, synthetic stone, or stucco; however, no more than 50% of this elevation shall be finished with stucco. The remaining 25 percent may be finished with wood lap siding, vinyl siding, cast concrete modular siding, or EIFS. Sheet siding fabricated to look like wood lap siding is prohibited.

iii. Rear Elevation. 50% of this elevation shall be finished with masonry materials including, but not limited to, brick, stone, synthetic stone, or stucco; however, no more than 50% of this elevation shall be finished with stucco. The remaining 50% may be finished with wood lap siding, vinyl siding, cast concrete modular siding, or EIFS. Sheet siding fabricated to look like wood lap siding is prohibited.

iv. Walls Above the Roof Line. Walls provided in conjunction with an architectural element located above the roof line (example: walls for dormers) may only be finished with brick, stone, synthetic stone, stucco, wood lap siding, vinyl siding, cast concrete modular siding, or EIFS. Sheet siding fabricated to look like wood lap siding is prohibited.

v. Calculation of Percentages. The percentages set forth above are calculated exclusive of doors and windows.

b. All single family residential units shall be required to provide at least three of the following architectural elements:

i. 100 percent of each wall is finished with a masonry finishing material, excluding stucco;

ii. The front facade contains two types of complementary masonry finishing materials, excluding stucco, with each of the materials being used on at least 25 percent of the front façade;

iii. A minimum of 10 percent of the unit's front facade features patterned brick work, excluding soldier or sailor brickwork provided in association with a door or window;

iv. No pitched roof plane with a horizontal length longer than 20 feet exists;

v. The unit only features one-car garage doors that have a carriage style design. These doors typically feature vertical slats, high windows, antiqued hardware, and additional detailing to give the appearance of swinging or sliding doors;

vi. The unit's chimney is finished on all sides with 100 percent masonry finishing materials (excluding stucco);

vii. A minimum of three offsets in the front façade measuring at least two feet deep are provided or a minimum of one offset in the front façade measuring at least five feet is provided.

viii. The unit features an articulated front entrance through the use of lintels, pediments, keystones, pilasters, arches, columns, or other similar architectural elements;

ix. A covered front porch which is at least 100 square feet in area is provided;

x. A covered back porch which is at least 200 square feet in area is provided;

xi. At least one dormer is provided for each roof plane over 500 square feet in area that faces a public street. The dormer must be appropriately scaled for the roof plane and shall not be wider than the windows on the building elevation below;

xii. All windows facing a street feature shutters. The shutters provided must be operational or appear operational and must be in scale with the corresponding window; or

xiii. All ground level mechanical, heating, ventilation, and air conditioning equipment opaque screening device that is at least six feet tall.

c. The "Meritorious Exceptions" process described in Paragraph 12.b. shall apply to this Paragraph 13.b.

EXHIBIT H

Impact Fees

Applicable water and wastewater impact fees pursuant to City of McKinney Utility Impact Fee Ordinance, as amended from time to time.

Exhibit I

Letter

MARLIN ATLANTIS

December 4, 2006

Statement of Purpose to the City of McKinney
RE: Trinity Falls, Master Planned Community

Marlin Atlantis has committed to the City of McKinney that the Trinity Falls Master Planned Community will be a Class "A" quality development. Our commitment not only addresses the quality of the community but also the use of natural resources.

Water Conservancy is of paramount importance to all citizens of North Texas. The opportunity exists to implement a number of programs within Trinity Falls to make it an exemplary community for water conservancy. To accomplish this objective will require the City and Marlin Atlantis to work closely together to define and determine the most effective ways in which to direct our resources. As a developer, we can commit to the following:

- We will address conservancy through the use of drought tolerant plant material used for landscaping that will be specified in our Architectural Control documents and Design Guidelines.
- We can address peak demand through the use of well water for irrigation of public parks, medians and extensive open space.
- We will further address peak demand through our Deed Restrictions requiring that private irrigation be allowed only at "off-peak" times.
- The potential use of run-off water and or water catchements may provide an opportunity to conserve water.
- The use of more efficient irrigation systems may also assist in reducing the overall water demand.
- We are willing to make land available in the Trinity River open space area for the study of plant natural by "TAES."

It has come to our attention that the City of McKinney may undertake a study with the Texas Agricultural Experiment Station "TAES" to evaluate ways to improve urban water use efficiency. Marlin Atlantis would like to participate with the City in this undertaking. Many of the design and engineering elements of conservancy need to be addressed early in the development process because it is virtually impossible to effectively "retrofit" a

Galleria Tower II
13455 Noel Road | 22nd Floor | Dallas, TX 75240
TEL 972-715-8400 | FAX 972-392-4287

major community for water conservancy. Since a significant portion of residential water consumption is outdoor water use, perhaps the approach we are talking with Trinity Falls and the opportunity that presents itself to work with the City can set a standard for future development in the region.

Respectfully,

James R. Baker
Chief Operating Officer
Marlin Atlantis

JRB/sl

cc: File

EXHIBIT J

STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF MCKINNEY, TEXAS AND MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY

This Strategic Partnership Agreement (this "Agreement") is entered into by and between the City of McKinney, Texas (the "City") and McKinney Municipal Utility District No. 1 of Collin County (the "District").

RECITALS

WHEREAS, the City is a home-rule municipal corporation created and existing under the laws of the State of Texas and situated in Collin County, Texas; and

WHEREAS, the District is a municipal utility district created under and subject to the authority, conditions, and restrictions of Article XVI, Section 59 of the Texas Constitution and the applicable provisions of Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the City and the District are individually referred to as a "Party" and collectively as the "Parties; and

WHEREAS, Section 43.0751 of the Texas Local Government Code (the "Act") authorizes the City and the District to negotiate and enter into this Agreement; and

WHEREAS, the District encompasses approximately 876.089 acres, more or less, located within the extraterritorial jurisdiction of the City as depicted as M.U.D. No. 1 Tracts “A” and “B” on Exhibit A and more fully described on Exhibit B attached to this Agreement (the "Development"); and

WHEREAS, CH-B Trinity Falls, a Texas limited partnership ("Owner"), owns the Development; and

WHEREAS, certain areas within the Development may be developed for commercial uses; and

WHEREAS, the City desires to annex the Development for the sole and exclusive purpose of imposing and collecting sales and use taxes within such area, including sales and use taxes authorized by elections creating Type A and Type B economic development corporations under Section 5190.6 of the Texas Civil Statutes (hereinafter the "Type A and Type B Sales Tax"); and

WHEREAS, subject to the terms and conditions of this Agreement, the District is willing to allow the City to annex the Development for the sole and exclusive purpose of imposing and collecting sales and use taxes within such area; and

WHEREAS, subject to the terms and conditions of this Agreement, Owner is willing to allow the City to annex the Development for the sole and exclusive purpose of imposing and collecting sales and use taxes within such area; and

WHEREAS, to facilitate the limited purpose annexation by the City of the Development, Owner submitted to the City a petition (the "Limited Purpose Petition") requesting and consenting to the limited purpose annexation, for the sole, exclusive and limited purpose of imposing sales and use taxes, of the Development; and

WHEREAS, the sales and use taxes collected within the Development is referred to herein as the "Sales and Use Tax Revenues"); and

WHEREAS, in the Limited Purpose Petition Owner, on behalf of itself and all present and future owners of land within the Development, has requested that the City annex the Development solely for the purposes provided in this Agreement and has consented to such annexations, from time to time, and to the collection of Sales and Use Tax Revenues by the City; and

WHEREAS, pursuant to the Act and the Limited Purpose Petition, the Parties desire to enter into this Agreement to accomplish the annexation by the City of the Development for the sole and exclusive purpose of imposing and collecting sales and use taxes within the Development; and

WHEREAS, the District provided notice of two public hearings in accordance with all applicable laws and the board of directors of the District (the "Board") conducted such public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the Board approved and adopted this Agreement on _____, 201_, in open session at a meeting held in accordance with all applicable laws; and

WHEREAS, the City provided notice of two public hearings in accordance with all applicable laws and the City Council of the City (the "City Council") conducted such public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence were given the opportunity to do so; and

WHEREAS, the City Council approved and adopted this Agreement on _____, 201_, in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

WHEREAS, all notices, hearings and other procedural requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Subsection (p)(1) of the Act, this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forego annexation of the District; and

WHEREAS, in accordance with the requirements of Subsection (p)(2) of the Act, this Agreement provides benefits for the City and the District that are reasonable and equitable.

NOW THEREFORE, for and in consideration of the mutual agreements contained in this Agreement, and for the good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the City and the District agree as follows:

ARTICLE I. RECITALS

The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II. ADOPTION OF AGREEMENT AND LIMITED PURPOSE ANNEXATION OF PROPERTY

Section 2.1 Public Hearings. The Parties acknowledge and agree that prior to the execution of this Agreement, the Board and the City Council conducted public hearings to consider the adoption of this Agreement and that such hearings were noticed and conducted in accordance with all applicable laws.

Section 2.2 Effective Date. The effective date of this Agreement (the "Effective Date") is the date this Agreement is approved and adopted by the City Council.

Section 2.3 Filing in Property Records. This Agreement shall be filed in the Real Property Records of Collin County, Texas.

Section 2.4 Limited Purpose Annexation of the Development. The Parties agree that the City may annex the Development for the sole and limited purpose of collecting sales and use taxes authorized by Chapter 321 of the Texas Tax Code (the "Tax Code"), including the Type A and Type B Sales Tax, to be imposed by the City on sales consummated within the Development. The District acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Development at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance. The City may commence limited purpose annexation of the Development upon the Effective Date.

Section 2.5 Consent to Limited Purpose Annexations. THE DISTRICT ON BEHALF OF ITSELF AND ALL PRESENT AND FUTURE OWNERS OF LAND WITHIN THE DEVELOPMENT, HEREBY REQUESTS THAT THE CITY ANNEX THE DEVELOPMENT SOLELY FOR THE PURPOSES PROVIDED IN THIS AGREEMENT. THE DISTRICT CONSENTS TO SUCH ANNEXATIONS, FROM TIME TO TIME, AND TO THE COLLECTION OF SALES AND USE TAX REVENUES BY THE CITY WITHIN THE DEVELOPMENT. SUCH CONSENT SHALL BIND THE DISTRICT AND EACH OWNER AND FUTURE OWNER OF LAND WITHIN THE DEVELOPMENT.

Section 2.6 No Municipal Services. The Parties acknowledge and agree that the limited purpose annexation of the Development pursuant to this Agreement shall not obligate the City to provide any municipal services to such property; however the sales and use taxes derived from

the Development may be used for any lawful purpose, including economic development, in any geographic portion of the City or otherwise, as permitted by law.

Section 2.7 Limited District. The District is not a limited district as defined in Subsection (a)(2) of the Act.

ARTICLE III. TAXATION

Section 3.1 Collection of Sales and Use Tax Revenues. The City may impose a sales and use tax, including the Type A and Type B Sales Tax, within the Development pursuant to Subsection (k) of the Act. The sales and use tax may be imposed on all eligible commercial activities at the rate allowed under the Tax Code. Collection of Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code.

Section 3.2 Payment of Sales and Use Tax. The City shall pay to the District an amount equal to twenty-five percent (25%) of its portion ($0.01) of the Sales and Use Tax Revenues collected within the Development (the "District Share") commencing upon the effective date of the limited purpose annexation of the Development and terminating upon the full-purpose annexation or disannexation of the Development. No portion of the Type A and Type B Sales Tax collected shall be paid to District. The City shall pay the District Share within 30 days after the City receives the sales tax report reflecting such revenues from the Comptroller of Public Accounts of the State of Texas (the "Comptroller"). Any payment of the District Share not made within such 30-day period shall bear interest calculated in accordance with Section 2251.025 of the Texas Government Code. The City shall retain all Sales and Use Tax Revenues that do not constitute the District Share (the "City Share"), and the District Share shall not include any portion of the Type A and Type B Sales Tax.

Section 3.3 Use of the Sales and Use Tax Revenues. The City shall use the City Share for any lawful purpose. The District shall use the District Share for the following purposes and in the following order of priority:

FIRST, to reimburse owners and developers of land within the Development for the following costs to the extent eligible for reimbursement through the issuance of District bonds: (i) the cost to design and construct any improvements, whether located within or outside the Development, that serve the Development ("Eligible Infrastructure Reimbursements"); (ii) the cost to manage and administer the District; and (iii) the cost of police, fire, and EMS services provided within the Development;

SECOND, for deposit into, and disbursement from, escrow for reimbursement of future Eligible Infrastructure Reimbursements;

THIRD, for the retirement of District bonds; and

FOURTH, for any lawful purpose.

Section 3.4 Delivery of Sales Tax Reports to District. The City shall include with each payment of the District Share a condensed version of each sales tax report provided by the

Comptroller relating to Sales and Use Tax Revenues within 30 days of the City's receipt of such sales tax report.

Section 3.5 Notification of Comptroller. The City shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Tax Code, Section 321.102, after the City Council annexes Development for limited purposes.

Section 3.6 Termination of Sales and Use Tax Sharing. Upon termination of this Agreement, the City shall have no further financial obligation to the District pursuant to this Agreement, and all Sales and Use Tax Revenues shall be retained by the City.

Section 3.7 City Records and District Audit Rights. The District may audit the Sales and Use Tax Revenues to determine whether the District Share has been paid in accordance with this Agreement. The City shall provide reasonable accommodations for the District to perform the audit. Any audit shall be made at the auditing District's sole cost and expense and may be performed at any time during the City's regular business hours on 30 days' Notice (as defined in Section 7.2). For purposes of any such audits, the City shall maintain and make available to the District's representatives all books, records, documents and other evidence of accounting procedures or practices to reflect the amount of Sales and Use Tax Revenues received by the City from within the Development. Notwithstanding the foregoing, however, if any audit conducted by the District reveals that the District Share has been underpaid by more than two percent, the City shall pay such underpayment to the District and shall reimburse the District for the reasonable costs and expenses of the audit.

ARTICLE IV. FULL-PURPOSE ANNEXATION AND LIMITATION ON INDEBTEDNESS

Section 4.1 Subsection C Exemption. Annexation of the Development is exempt from the municipal annexation plan requirements pursuant to Section 43.052(h)(3)(B) of the Texas Local Government Code.

Section 4.2 Full-Purpose Annexation Conversion Date. Pursuant to Subsection (h) of the Act, the Development shall be deemed to be within the full-purpose boundary limits of the City upon the full-purpose annexation conversion date without any further action by the City Council. For purposes of this Section 4.2, the "full-purpose annexation conversion date" is the date on which the City Council adopts an ordinance that includes the Development within the full-purpose boundary limits of the City. The full-purpose annexation conversion date may be altered only by mutual agreement of the District and the City.

Section 4.3 Partial Full-Purpose Annexation. In the event that the requisite number of voters and property owners submit a petition to the City requesting incorporation pursuant to and in compliance with Section 42.041 of the Texas Local Government Code or successor statute, the City shall have the right, to the extent permitted by law, to full-purpose annex the entire District within which such voters reside and such property is located upon the full-purpose annexation conversion date. For purposes of this Section 4.3, the "full-purpose annexation conversion date" is also the date upon which the City Council adopts an ordinance that includes such land within the full-purpose boundary limits of the City.

ARTICLE V. TERM

Section 5.1 Term. This Agreement commences on the Effective Date and continues until the City annexes the Development for full-purposes. For annexation pursuant to Section 4.3 of this Agreement, the Agreement terminates with respect to annexed property on the date such annexation is effective.

Section 5.2 Termination of Agreement. In the event the City has not approved and adopted this Agreement and a limited purpose annexation ordinance applicable to the Development, as set forth in Section 2.4 above, within one (1) year after the District's approval and adoption of this Agreement, the District may, in its sole and absolute discretion, terminate this Agreement by Notice thereof to the City.

ARTICLE VI. BREACH, NOTICE AND REMEDIES

Section 6.1 Notification of Breach. If any Party commits a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the breach in reasonable detail.

Section 6.2 Cure of Breach. The breaching Party shall commence curing the breach within 15 calendar days after receipt of the Notice of the breach and shall complete the cure within 30 days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure within such 30-day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure within such 30-day period and diligently completes the work within a reasonable time without unreasonable cessation.

Section 6.3 Remedies for Breach. If the breaching Party does not substantially cure the breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief; provided, however, (a) the non-breaching Party shall not be entitled to terminate this Agreement, (b) the Parties specifically waive any right that they have or in the future may have to terminate this Agreement, and (c) damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages.

ARTICLE VII. ADDITIONAL PROVISIONS

Section 7.1 Voting. Pursuant to Subsection (q) of the Act, Chapter 43, Subchapter F, of the Texas Local Government Code does not apply to the limited purpose annexation of the Development. Consequently, Section 43.130(a) of the Texas Local Government Code, providing that qualified voters of an area annexed for limited purposes may vote in certain municipal elections, does not apply to the voters within the Development.

Section 7.2 Notices. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) 10 business days after the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (iii) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (iv) 10 business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such change to the other Party as provided in this Section 7.2.

To the City:

To the City: City of McKinney, Texas
Attn: City Manager
222 N. Tennessee
McKinney, Texas 75069
E-Mail: jgray@mckinneytexas.org
FAX: 972.547.2607

Copy to: Attn: City Attorney
Mark Houser
Brown & Hofmeister
740 E. Campbell Road, Suite 800
Richardson, Texas 75081
E-Mail: mhouser@bhlaw.net
FAX: 214.747.6111

To the District:

McKinney Municipal Utility District No. 1 of Collin County
c/o Sanford Kuhl Hagan Kugle Parker Kahn LLP
Attn: Julianne Kugle
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056
E-Mail: kugle@sklaw.us
FAX: 713.850.1330

Section 7.3 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purpose

for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 7.4 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Collin County, Texas and hereby submit to the jurisdiction of the courts of Collin County, Texas and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

Section 7.5 Authority to Execute. The City represents and warrants to the District that the execution of this Agreement has been duly authorized by the City Council and that the person executing this Agreement on behalf of the City has been duly authorized to do so by the City Council. The District represents and warrants to the City that the execution of this Agreement has been duly authorized by the Board and that the person executing this Agreement on behalf of the District has been duly authorized to do so by the Board.

Section 7.6 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances except to the extent that the severed provision(s) is a dependent substantive term the removal of which affects the intent and effect of the remaining provisions.

Section 7.7 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the District to perform its respective obligations under this Agreement, the parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

Section 7.8 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 7.9 Assignment. No Party shall assign its interest in this Agreement, in whole or in part, without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

Section 7.10 Amendment. This Agreement may be amended only with the written consent of the Parties and with approval of the governing bodies of the City and the District.

Section 7.11 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Section 7.12 No Third Party Beneficiaries. This Agreement is solely for the benefit of the City and the District, and neither the City nor the District intend by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

Section 7.13 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Depiction of the Development
Exhibit B	Legal Description of the Development

Section 7.14 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK.]

[SIGNATURE PAGES IMMEDIATELY FOLLOW.]

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON _____, 201__.

ATTEST:

_____
City Secretary

CITY OF MCKINNEY, TEXAS

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM AND LEGALITY:

_____
City Attorney

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me, on the __ day of _____, 201__, by _____, the _____ of the City of McKinney, Texas on behalf of the city.

_____
Notary Public, State of Texas

APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS OF MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY ON _____, 201__.

MCKINNEY MUNICIPAL UTILITY DISTRICT
NO. 1 OF COLLIN COUNTY

By: _____
Printed Name: _____
Title: President, Board of Directors

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me, on the __ day of _____, 201__, by _____, the _____ of McKinney Municipal Utility District No. 1 of Collin County on behalf of said district.

_____
Notary Public, State of Texas

Exhibit A

Depiction of the Development

[attached]

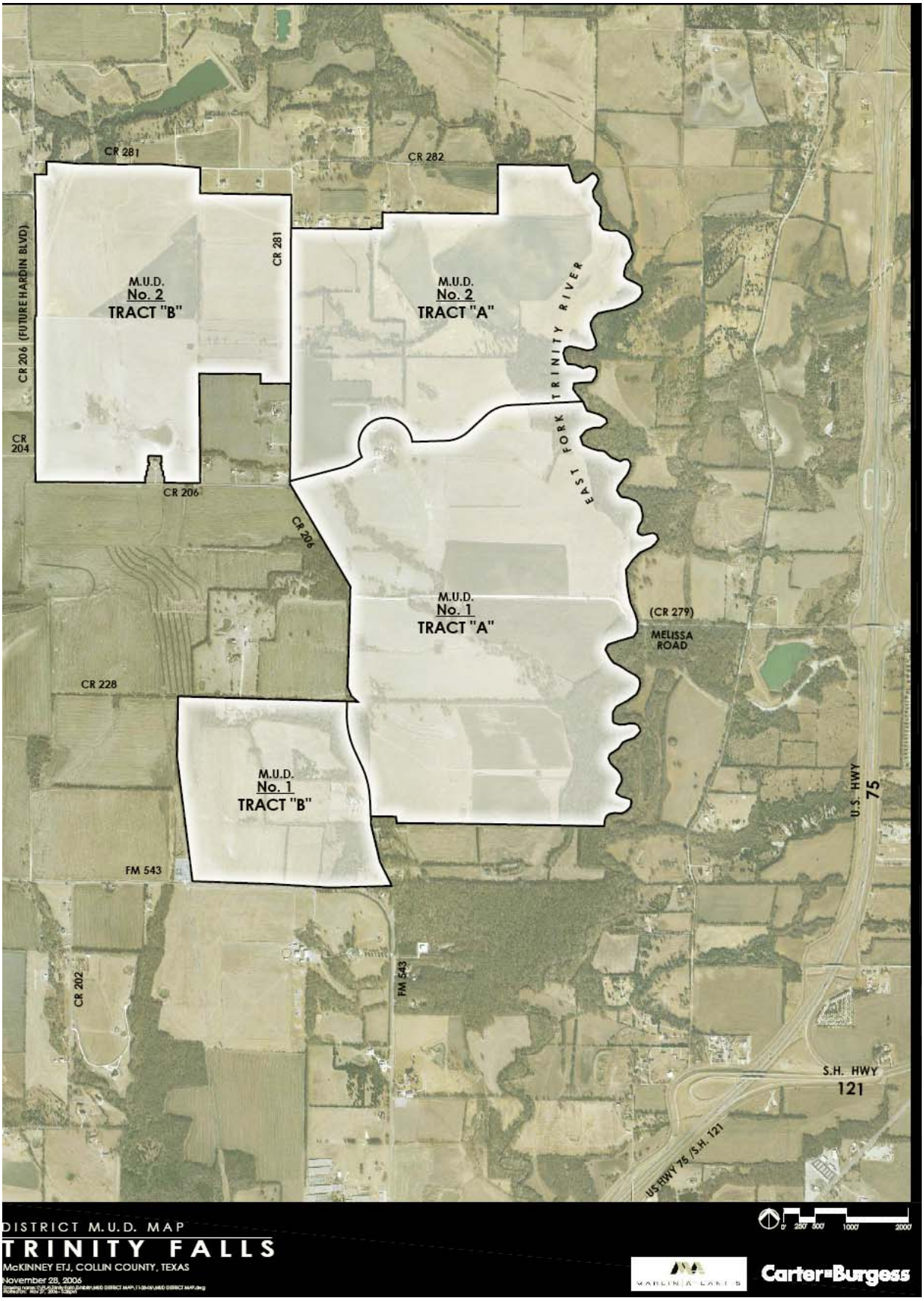

CR 281
CR 282
CR 281
CR 206 (FUTURE HARDIN BLVD)
M.U.D.
No. 2
TRACT "B"
M.U.D.
No. 2
TRACT "A"
EAST FORK TRINITY RIVER
CR 204
CR 206
CR 206
M.U.D.
No. 1
TRACT "A"
(CR 279)
MELISSA ROAD
CR 228
M.U.D.
No. 1
TRACT "B"
U.S. HWY 75
FM 543
CR 202
FM 543
S.H. HWY 121
US HWY 75 / S.H. 121
DISTRICT M.U.D. MAP
TRINITY FALLS
McKINNEY ETJ, COLLIN COUNTY, TEXAS
November 28, 2006
0' 250' 500' 1000' 2000'
MARLIN X EAST 5
Carter=Burgess

Exhibit B

Legal Description of the Development

(1) MUD 1/TRACT A - 673.759 acres

BEING A 673.759 ACRE TRACT OF LAND SITUATED IN THE THOMAS BRUCE SURVEY, ABSTRACT NO. 103, THE JOHN EMBERSON SURVEY, ABSTRACT NO. 294 AND THE THOMAS LINDSAY SURVEY, ABSTRACT NO. 521, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 1113.084 ACRE TRACT OF LAND CONVEYED TO MA BB OWEN, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060616000829800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 182.711 ACRE TRACT OF LAND CONVEYED AS "TRACT 1", AND BEING ALL OF A CALLED 0.469 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344730, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 26.423 ACRE TRACT OF LAND CONVEYED AS "TRACT 1", AND BEING PART OF A CALLED 0.653 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344720, OFFICIAL PUBLIC RECORD, COLLIN COUNTY, TEXAS, SAID 673.759 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-8982), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND FOR AN OUTSIDE ELL CORNER OF SAID 1113.084 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF A CALLED 1 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO PROVINCE RES ESTATE HOLDING BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0005148, LAND RECORDS, COLLIN COUNTY, TEXAS, SAME BEING ON THE NORTH LINE OF A CALLED 57 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO PROVINCE RES ESTATE HOLDING BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0005148, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 06 DEGREES 29 MINUTES 28 SECONDS WEST, ALONG A WEST LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON EAST LINE OF AFORESAID 1 ACRE TRACT A DISTANCE OF 105.30 FEET TO A 3/8 INCH IRON ROD FOUND FOR AN INSIDE ELL CORNER OF SAID 1113.084 ACRE TRACT AND BEING THE NORTHEAST CORNER OF SAID 1 ACRE TRACT;

THENCE, NORTH 89 DEGREES 19 MINUTES 40 SECONDS WEST, ALONG A SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTH LINE OF AFORESAID 1 ACRE TRACT, PASSING AT A DISTANCE OF 381.99 FEET A 3/8 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 408.28 FEET TO A POINT FOR A SOUTHWEST CORNER OF SAID 1113.084 ACRE TRACT AND THE

NORTHWEST CORNER OF SAID 1 ACRE TRACT, SAID POINT ALSO BEING ON THE EAST LINE OF SAID 26.423 ACRE TRACT AND THE COMMON APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, NORTH 00 DEGREES 34 MINUTES 35 SECONDS WEST, ALONG THE WEST LINE OF SAID 1113.084 ACRE TRACT, THE EAST LINE OF SAID 26.423 ACRE TRACT AND THE COMMON APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 41.52 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 26.423 ACRE TRACT, SAID 0.653 ACRE TRACT AND SAID 182.711 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

> NORTH 02 DEGREES 57 MINUTES 15 SECONDS WEST, A DISTANCE OF 237.94 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22 DEGREES 02 MINUTES 58 SECONDS, A RADIUS OF 1450.00 FEET, A LONG CHORD THAT BEARS, NORTH 13 DEGREES 58 MINUTES 44 SECONDS WEST, A DISTANCE OF 554.58 FEET;
>
> ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 558.01 FEET TO A POINT FOR CORNER;
>
> NORTH 25 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 241.04 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26 DEGREES 38 MINUTES 26 SECONDS, A RADIUS OF 1450.00 FEET, A LONG CHORD THAT BEARS, NORTH 11 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE OF 668.15 FEET;
>
> ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 674.20 FEET TO A POINT FOR CORNER;
>
> NORTH 01 DEGREES 38 MINUTES 13 SECONDS EAST, A DISTANCE OF 160.00 FEET TO A POINT FOR CORNER ON THE NORTH LINE OF SAID 182.711 ACRE TRACT AND BEING ON THE SOUTH LINE OF A CALLED 361.66 ACRE TRACT OF LAND CONVEYED TO HERITAGE FARM TRUST BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 98-0084317, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 88 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF AFORESAID 182.711 ACRE TRACT AND ALONG THE COMMON SOUTH LINE OF SAID 361.66 ACRE TRACT, A DISTANCE OF 172.26 FEET TO A PK NAIL SET ON THE WEST LINE OF AFORESAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206;

THENCE, ALONG THE WEST LINE OF SAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 206, THE FOLLOWING COURSES AND DISTANCES:

NORTH 47 DEGREES 40 MINUTES 01 SECONDS WEST, A DISTANCE OF 140.42 FEET TO A PK NAIL SET FOR CORNER;

NORTH 22 DEGREES 24 MINUTES 21 SECONDS WEST, A DISTANCE OF 161.50 FEET TO A PK NAIL SET FOR CORNER;

NORTH 01 DEGREES 38 MINUTES 13 SECONDS EAST, A DISTANCE OF 1615.59 FEET TO A 3/4 INCH IRON ROD FOUND FOR CORNER;

NORTH 30 DEGREES 25 MINUTES 03 SECONDS WEST, A DISTANCE OF 1907.40 FEET TO A PK NAIL SET FOR CORNER IN COLLIN COUNTY ROAD NO. 281 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

NORTH 88 DEGREES 57 MINUTES 17 SECONDS WEST, A DISTANCE OF 8.67 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 281;

NORTH 00 DEGREES 31 MINUTES 40 SECONDS EAST, A DISTANCE OF 53.37 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 1113.084 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 75 DEGREES 20 MINUTES 45 SECONDS EAST, A DISTANCE OF 877.21 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 17 DEGREES 46 MINUTES 00 SECONDS, A RADIUS OF 570.00 FEET, A LONG CHORD THAT BEARS, NORTH 66 DEGREES 27 MINUTES 46 SECONDS EAST, A DISTANCE OF 176.04 FEET,

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 176.75 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 34 MINUTES 46 SECONDS EAST, A DISTANCE OF 177.27 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 202 DEGREES 43 MINUTES 24 SECONDS, A RADIUS OF 430.00 FEET, A LONG CHORD THAT BEARS, NORTH 72 DEGREES 56 MINUTES 30 SECONDS EAST, A DISTANCE OF 843.15 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 1521.42 FEET TO A POINT FOR CORNER;

NORTH 88 DEGREES 18 MINUTES 14 SECONDS EAST, A DISTANCE OF 536.71 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 03 MINUTES 11 SECONDS, A RADIUS OF 570.00 FEET, A LONG CHORD THAT BEARS, NORTH 67 DEGREES 46 MINUTES 38 SECONDS EAST, A DISTANCE OF 399.73 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 408.41 FEET TO A POINT FOR CORNER;

NORTH 47 DEGREES 15 MINUTES 03 SECONDS EAST, A DISTANCE OF 379.74 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 39 DEGREES 50 MINUTES 38 SECONDS, A RADIUS OF 630.00 FEET, A LONG CHORD THAT BEARS, NORTH 67 DEGREES 10 MINUTES 22 SECONDS EAST, A DISTANCE OF 429.33 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 438.11 FEET TO A POINT FOR CORNER;

NORTH 87 DEGREES 05 MINUTES 41 SECONDS EAST, A DISTANCE OF 1162.77 FEET TO A POINT FOR CORNER IN THE CENTERLINE OF THE EAST FORK OF THE TRINITY RIVER;

THENCE ALONG THE CENTERLINE OF AFORESAID EAST FORK OF THE TRINITY RIVER THE FOLLOWING COURSES AND DISTANCES:

SOUTH 38 DEGREES 12 MINUTES 58 SECONDS EAST, A DISTANCE OF 14.58 FEET TO A POINT FOR CORNER;

SOUTH 23 DEGREES 36 MINUTES 46 SECONDS EAST, A DISTANCE OF 152.22 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 18 MINUTES 32 SECONDS EAST, A DISTANCE OF 197.85 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 18 MINUTES 14 SECONDS EAST, A DISTANCE OF 140.67 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 50 MINUTES 35 SECONDS EAST, A DISTANCE OF 70.23 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 16 MINUTES 01 SECONDS WEST, A DISTANCE OF 128.08 FEET TO A POINT FOR CORNER;

SOUTH 88 DEGREES 46 MINUTES 36 SECONDS WEST, A DISTANCE OF 114.66 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 15 MINUTES 18 SECONDS WEST, A DISTANCE OF 121.85 FEET TO A POINT FOR CORNER;

SOUTH 40 DEGREES 45 MINUTES 34 SECONDS WEST, A DISTANCE OF 145.62 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 129.56 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 18 MINUTES 02 SECONDS EAST, A DISTANCE OF 118.06 FEET TO A POINT FOR CORNER;

SOUTH 71 DEGREES 54 MINUTES 16 SECONDS EAST, A DISTANCE OF 144.48 FEET TO A POINT FOR CORNER;

SOUTH 83 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 100.92 FEET TO A POINT FOR CORNER;

SOUTH 47 DEGREES 56 MINUTES 19 SECONDS EAST, A DISTANCE OF 156.94 FEET TO A POINT FOR CORNER;

SOUTH 67 DEGREES 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 153.79 FEET TO A POINT FOR CORNER;

NORTH 61 DEGREES 13 MINUTES 24 SECONDS EAST, A DISTANCE OF 64.37 FEET TO A POINT FOR CORNER;

SOUTH 85 DEGREES 51 MINUTES 50 SECONDS EAST, A DISTANCE OF 65.53 FEET TO A POINT FOR CORNER;

SOUTH 41 DEGREES 34 MINUTES 58 SECONDS EAST, A DISTANCE OF 40.91 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 54 MINUTES 49 SECONDS EAST, A DISTANCE OF 29.69 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 11 MINUTES 20 SECONDS EAST, A DISTANCE OF 37.94 FEET TO A POINT FOR CORNER;

SOUTH 14 DEGREES 05 MINUTES 13 SECONDS WEST, A DISTANCE OF 62.62 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 25 MINUTES 18 SECONDS WEST, A DISTANCE OF 81.96 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 40 MINUTES 18 SECONDS WEST, A DISTANCE OF 234.69 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 54 MINUTES 14 SECONDS WEST, A DISTANCE OF 81.98 FEET TO A POINT FOR CORNER;

SOUTH 31 DEGREES 46 MINUTES 10 SECONDS EAST, A DISTANCE OF 104.64 FEET TO A POINT FOR CORNER;

SOUTH 56 DEGREES 34 MINUTES 36 SECONDS EAST, A DISTANCE OF 34.72 FEET TO A POINT FOR CORNER;

SOUTH 81 DEGREES 42 MINUTES 01 SECONDS EAST, A DISTANCE OF 110.27 FEET TO A POINT FOR CORNER;

SOUTH 67 DEGREES 09 MINUTES 59 SECONDS EAST, A DISTANCE OF 138.27 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 29 MINUTES 50 SECONDS EAST, A DISTANCE OF 105.30 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 20 MINUTES 33 SECONDS EAST, A DISTANCE OF 131.83 FEET TO A POINT FOR CORNER;

SOUTH 05 DEGREES 36 MINUTES 33 SECONDS WEST, A DISTANCE OF 102.37 FEET TO A POINT FOR CORNER;

SOUTH 33 DEGREES 06 MINUTES 41 SECONDS WEST, A DISTANCE OF 97.83 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 16 MINUTES 04 SECONDS WEST, A DISTANCE OF 92.57 FEET TO A POINT FOR CORNER;

SOUTH 30 DEGREES 25 MINUTES 24 SECONDS EAST, A DISTANCE OF 39.87 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 06 MINUTES 56 SECONDS EAST, A DISTANCE OF 33.44 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 18 MINUTES 22 SECONDS EAST, A DISTANCE OF 35.43 FEET TO A POINT FOR CORNER;

NORTH 76 DEGREES 47 MINUTES 02 SECONDS EAST, A DISTANCE OF 171.81 FEET TO A POINT FOR CORNER;

SOUTH 62 DEGREES 02 MINUTES 58 SECONDS EAST, A DISTANCE OF 64.49 FEET TO A POINT FOR CORNER;

SOUTH 22 DEGREES 03 MINUTES 32 SECONDS EAST, A DISTANCE OF 76.90 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 33 MINUTES 13 SECONDS WEST, A DISTANCE OF 85.11 FEET TO A POINT FOR CORNER;

SOUTH 48 DEGREES 39 MINUTES 03 SECONDS WEST, A DISTANCE OF 86.15 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 28 MINUTES 51 SECONDS WEST, A DISTANCE OF 59.05 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 31 MINUTES 40 SECONDS WEST, A DISTANCE OF 142.65 FEET TO A POINT FOR CORNER;

SOUTH 44 DEGREES 15 MINUTES 01 SECONDS WEST, A DISTANCE OF 173.52 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 24 MINUTES 08 SECONDS WEST, A DISTANCE OF 183.38 FEET TO A POINT FOR CORNER;

SOUTH 03 DEGREES 40 MINUTES 02 SECONDS EAST, A DISTANCE OF 250.70 FEET TO A POINT FOR CORNER;

SOUTH 09 DEGREES 55 MINUTES 21 SECONDS EAST, A DISTANCE OF 203.25 FEET TO A POINT FOR CORNER;

SOUTH 12 DEGREES 33 MINUTES 26 SECONDS EAST, A DISTANCE OF 84.94 FEET TO A POINT FOR CORNER;

SOUTH 23 DEGREES 50 MINUTES 50 SECONDS EAST, A DISTANCE OF 173.87 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 37 MINUTES 27 SECONDS EAST, A DISTANCE OF 153.46 FEET TO A POINT FOR CORNER;

SOUTH 02 DEGREES 31 MINUTES 58 SECONDS WEST, A DISTANCE OF 62.97 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 10 MINUTES 42 SECONDS EAST, A DISTANCE OF 67.93 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 58 MINUTES 15 SECONDS WEST, A DISTANCE OF 31.06 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 59 MINUTES 35 SECONDS WEST, A DISTANCE OF 95.76 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 34 MINUTES 06 SECONDS WEST, A DISTANCE OF 219.32 FEET TO A POINT FOR CORNER;

SOUTH 72 DEGREES 18 MINUTES 27 SECONDS WEST, A DISTANCE OF 181.66 FEET TO A POINT FOR CORNER;

SOUTH 62 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 39.13 FEET TO A POINT FOR CORNER;

SOUTH 26 DEGREES 02 MINUTES 25 SECONDS WEST, A DISTANCE OF 76.21 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 15 MINUTES 13 SECONDS EAST, A DISTANCE OF 15.43 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 46 MINUTES 10 SECONDS EAST, A DISTANCE OF 146.70 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 38 MINUTES 48 SECONDS EAST, A DISTANCE OF 98.77 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 28 MINUTES 12 SECONDS EAST, A DISTANCE OF 90.87 FEET TO A POINT FOR CORNER;

SOUTH 58 DEGREES 46 MINUTES 14 SECONDS EAST, A DISTANCE OF 89.05 FEET TO A POINT FOR CORNER;

SOUTH 55 DEGREES 38 MINUTES 18 SECONDS EAST, A DISTANCE OF 81.34 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 13 MINUTES 57 SECONDS EAST, A DISTANCE OF 131.93 FEET TO A POINT FOR CORNER;

SOUTH 50 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 83.53 FEET TO A POINT FOR CORNER;

SOUTH 15 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 65.63 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 25 MINUTES 17 SECONDS WEST, A DISTANCE OF 38.95 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 46 MINUTES 24 SECONDS WEST, A DISTANCE OF 78.87 FEET TO A POINT FOR CORNER;

SOUTH 26 DEGREES 57 MINUTES 48 SECONDS WEST, A DISTANCE OF 85.04 FEET TO A POINT FOR CORNER;

SOUTH 53 DEGREES 42 MINUTES 03 SECONDS WEST, A DISTANCE OF 103.78 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 31 MINUTES 27 SECONDS WEST, A DISTANCE OF 81.58 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 55 MINUTES 50 SECONDS WEST, A DISTANCE OF 124.05 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 26 MINUTES 59 SECONDS WEST, A DISTANCE OF 70.28 FEET TO A POINT FOR CORNER;

SOUTH 32 DEGREES 20 MINUTES 11 SECONDS WEST, A DISTANCE OF 99.01 FEET TO A POINT FOR CORNER;

SOUTH 10 DEGREES 50 MINUTES 27 SECONDS WEST, A DISTANCE OF 37.28 FEET TO A POINT FOR CORNER;

SOUTH 01 DEGREES 02 MINUTES 10 SECONDS EAST, A DISTANCE OF 113.13 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 02 MINUTES 49 SECONDS EAST, A DISTANCE OF 36.57 FEET TO A POINT FOR CORNER;

SOUTH 71 DEGREES 45 MINUTES 23 SECONDS EAST, A DISTANCE OF 91.85 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 05 MINUTES 15 SECONDS EAST, A DISTANCE OF 84.92 FEET TO A POINT FOR CORNER;

NORTH 75 DEGREES 55 MINUTES 22 SECONDS EAST, A DISTANCE OF 78.29 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 29 MINUTES 47 SECONDS EAST, A DISTANCE OF 86.59 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 37 MINUTES 20 SECONDS EAST, A DISTANCE OF 61.40 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 13 MINUTES 36 SECONDS EAST, A DISTANCE OF 83.75 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 22.63 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 56 MINUTES 54 SECONDS WEST, A DISTANCE OF 138.97 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 14 MINUTES 33 SECONDS WEST, A DISTANCE OF 148.31 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 57 MINUTES 04 SECONDS WEST, A DISTANCE OF 54.03 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 32 MINUTES 38 SECONDS WEST, A DISTANCE OF 119.53 FEET TO A POINT FOR CORNER;

SOUTH 56 DEGREES 50 MINUTES 51 SECONDS WEST, A DISTANCE OF 164.17 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 09 MINUTES 48 SECONDS WEST, A DISTANCE OF 75.03 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 31 MINUTES 58 SECONDS EAST, A DISTANCE OF 91.04 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 08 MINUTES 09 SECONDS EAST, A DISTANCE OF 65.53 FEET TO A POINT FOR CORNER;

SOUTH 48 DEGREES 45 MINUTES 48 SECONDS EAST, A DISTANCE OF 86.33 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 37 MINUTES 04 SECONDS EAST, A DISTANCE OF 80.56 FEET TO A POINT FOR CORNER;

SOUTH 14 DEGREES 39 MINUTES 59 SECONDS EAST, A DISTANCE OF 83.23 FEET TO A POINT FOR CORNER;

SOUTH 09 DEGREES 30 MINUTES 21 SECONDS WEST, A DISTANCE OF 47.73 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 12 MINUTES 38 SECONDS WEST, A DISTANCE OF 148.32 FEET TO A POINT FOR CORNER;

SOUTH 10 DEGREES 23 MINUTES 51 SECONDS WEST, A DISTANCE OF 54.05 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 54 MINUTES 18 SECONDS EAST, A DISTANCE OF 74.80 FEET TO A POINT FOR CORNER;

SOUTH 68 DEGREES 03 MINUTES 59 SECONDS EAST, A DISTANCE OF 45.10 FEET TO A POINT FOR CORNER;

SOUTH 74 DEGREES 45 MINUTES 02 SECONDS EAST, A DISTANCE OF 120.98 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 58 MINUTES 42 SECONDS EAST, A DISTANCE OF 30.84 FEET TO A POINT FOR CORNER;

SOUTH 09 DEGREES 47 MINUTES 01 SECONDS EAST, A DISTANCE OF 26.13 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 19 MINUTES 51 SECONDS WEST, A DISTANCE OF 84.18 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 24 MINUTES 44 SECONDS WEST, A DISTANCE OF 68.56 FEET TO A POINT FOR CORNER;

SOUTH 58 DEGREES 05 MINUTES 12 SECONDS WEST, A DISTANCE OF 63.97 FEET TO A POINT FOR CORNER;

SOUTH 71 DEGREES 39 MINUTES 45 SECONDS WEST, A DISTANCE OF 48.06 FEET TO A POINT FOR CORNER;

NORTH 84 DEGREES 13 MINUTES 05 SECONDS WEST, A DISTANCE OF 97.44 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 06 MINUTES 14 SECONDS WEST, A DISTANCE OF 96.50 FEET TO A POINT FOR CORNER;

SOUTH 52 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 47.07 FEET TO A POINT FOR CORNER;

SOUTH 26 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 68.00 FEET TO A POINT FOR CORNER;

SOUTH 07 DEGREES 14 MINUTES 06 SECONDS WEST, A DISTANCE OF 107.55 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 1113.084 ACRE TRACT AND BEING THE NORTHEAST CORNER OF AFORESAID 57 ACRE TRACT;

THENCE, ALONG THE SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 57 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 88 DEGREES 57 MINUTES 19 SECONDS WEST, PASSING AT A DISTANCE OF 100.00 FEET A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 2153.25 FEET TO A 60D NAIL FOUND FOR CORNER;

NORTH 89 DEGREES 29 MINUTES 57 SECONDS WEST, A DISTANCE OF 1179.76 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 673.759 ACRES OF LAND, MORE OR LESS.

(2) <u>MUD 1/TRACT B – 202.330 acres</u>

BEING A 202.362 ACRE TRACT OF LAND SITUATED IN THE JOHN EMBERSON SURVEY, ABSTRACT NO. 294, AND THE MEREDITH HART SURVEY, ABSTRACT NO. 371, COLLIN COUNTY, TEXAS, AND BEING PART OF A 0.469 ACRE TRACT CONVEYED AS "TRACT 2" AND A 182.711 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060718001344730, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND PART OF A 26.423 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" AND A 0.653 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344720, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 202.362 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-DF8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF AFORESAID 182.711 ACRE TRACT AND BEING THE NORTHEAST CORNER OF A CALLED 20.300 ACRE TRACT OF LAND CONVEYED TO TOM B. WILSON BY DEED RECORDED IN VOLUME 935, PAGE 598, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING ON THE SOUTH LINE OF A CALLED 361.66 ACRE TRACT OF LAND CONVEYED TO HERITAGE FARM TRUST BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 98-0084317, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 88 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF AFORESAID 182.711 ACRE TRACT AND ALONG THE COMMON SOUTH LINE OF AFORESAID 361.66 ACRE TRACT, A DISTANCE OF 2721.12 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 182.711 ACRE TRACT, SAID 0.469 ACRE TRACT AND SAID 26.423 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 01 DEGREES 38 MINUTES 13 SECONDS WEST, A DISTANCE OF 160.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26 DEGREES 38 MINUTES 26 SECONDS, A RADIUS OF 1450.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 11 DEGREES 41 MINUTES 00 SECONDS EAST, A DISTANCE OF 668.15 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 674.20 FEET TO A POINT FOR CORNER;

SOUTH 25 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 241.04 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22 DEGREES 02 MINUTES 58 SECONDS, A RADIUS OF 1450.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 13 DEGREES 58 MINUTES 44 SECONDS EAST, A DISTANCE OF 554.58 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 558.01 FEET TO A POINT FOR CORNER;

SOUTH 02 DEGREES 57 MINUTES 15 SECONDS EAST, A DISTANCE OF 237.94 FEET TO A POINT FOR CORNER ON THE EAST LINE OF SAID 26.423 ACRE TRACT AND BEING IN COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, SOUTH 00 DEGREES 34 MINUTES 35 SECONDS EAST, ALONG THE EAST LINE OF SAID 26.423 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 A DISTANCE OF 169.57 FEET TO A PK NAIL SET FOR THE SOUTHEAST CORNER OF SAID 26.423 ACRE TRACT AND A COMMON EAST CORNER OF SAID 182.711 ACRE TRACT;

THENCE, ALONG THE EAST LINE OF SAID 182.711 ACRE TRACT, AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 13 DEGREES 23 MINUTES 32 SECONDS EAST, A DISTANCE OF 619.60 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “CARTER BURGESS” SET FOR CORNER;

SOUTH 26 DEGREES 26 MINUTES 21 SECONDS EAST, A DISTANCE OF 308.47 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES 30 MINUTES 28 SECONDS, A RADIUS OF 570.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 23 DEGREES 04 MINUTES 21 SECONDS EAST, A DISTANCE OF 124.18 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 124.43 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHEAST CORNER OF SAID 182.711 ACRE TRACT;

THENCE, ALONG THE SOUTH LINE OF AFORESAID 182.711 ACRE TRACT AND THE COMMON NORTH RIGHT-OF-WAY OF F.M. 543 (A VARIABLE WIDTH RIGHT-OF-WAY), THE FOLLOWING COURSES AND DISTANCES:

SOUTH 88 DEGREES 19 MINUTES 01 SECONDS WEST, PASSING AT A DISTANCE OF 21.52 FEET, A PK NAIL FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 887.99 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05 DEGREES 16 MINUTES 00 SECONDS, A RADIUS OF 1870.34 FEET, A CHORD BEARING OF NORTH 89 DEGREES 02 MINUTES 59 SECONDS WEST, AND A CHORD LENGTH OF 171.86 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 171.92 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 86 DEGREES 24 MINUTES 59 SECONDS WEST, A DISTANCE OF 819.32 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 87 DEGREES 54 MINUTES 59 SECONDS WEST, A DISTANCE OF 1322.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHWEST CORNER OF AFORESAID 182.711 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF A CALLED 6.72 ACRE TRACT OF LAND CONVEYED TO GRAYSON-COLLIN ELECTRIC COOPERATIVE BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2000-0133812, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, ALONG THE WEST LINE OF AFORESAID 182.711 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 07 DEGREES 04 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF AFORESAID 6.72 ACRE TRACT, A DISTANCE OF 2005.98 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTH CORNER OF SAID 6.72 ACRE TRACT AND BEING ON THE EAST LINE OF AFORESAID 20.300 ACRE TRACT;

NORTH 00 DEGREES 53 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF AFORESAID 20.300 ACRE TRACT, A DISTANCE OF 986.32 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 202.362 ACRES OF LAND, MORE OR LESS.

SAVE AND EXCEPT A 0.032 ACRE TRACT OF LAND, BEING ALL OF A CALLED 0.03 ACRE TRACT OF LAND DESCRIBED AS "FAMILY BURIAL GROUNDS" IN DEED RECORDED IN VOLUME 294, PAGE 43, DEED RECORDS, COLLIN COUNTY, TEXAS. SAID 0.032 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT 3/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF AFORESAID 182.82 ACRE TRACT AND BEING THE NORTHEAST CORNER OF AFORESAID 20.300 ACRE TRACT AND BEING ON THE SOUTH LINE OF AFORESAID 361.66 ACRE TRACT;

THENCE, SOUTH 88 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF SAID 182.82 ACRE TRACT AND ALONG THE COMMON SOUTH LINE OF SAID 361.66 ACRE TRACT, A DISTANCE OF 618.15 FEET TO A POINT;

THENCE, SOUTH 01 DEGREES 05 MINUTES 01 SECONDS WEST, OVER AND ACROSS SAID 182.82 ACRE TRACT, A DISTANCE OF 31.10 FEET TO A FENCE CORNER POST FOUND FOR THE **POINT OF BEGINNING**;

THENCE, CONTINUING OVER AND ACROSS SAID 182.82 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 39 MINUTES 44 SECONDS EAST, A DISTANCE OF 39.36 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

SOUTH 00 DEGREES 24 MINUTES 46 SECONDS EAST, A DISTANCE OF 35.96 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

NORTH 88 DEGREES 50 MINUTES 03 SECONDS WEST, A DISTANCE OF 40.28 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

NORTH 01 DEGREES 05 MINUTES 01 SECONDS EAST, A DISTANCE OF 34.92 FEET TO THE POINT OF BEGINNING**, AND CONTAINING 0.032 ACRES OF LAND, MORE OR LESS, LEAVING A NET ACREAGE OF 202.330 ACRES OF LAND, MORE OR LESS.**

EXHIBIT J

STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF MCKINNEY, TEXAS AND MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 2 OF COLLIN COUNTY

This Strategic Partnership Agreement (this "Agreement") is entered into by and between the City of McKinney, Texas (the "City") and McKinney Municipal Utility District No. 2 of Collin County (the "District").

RECITALS

WHEREAS, the City is a home-rule municipal corporation created and existing under the laws of the State of Texas and situated in Collin County, Texas; and

WHEREAS, the District is a municipal utility district created under and subject to the authority, conditions, and restrictions of Article XVI, Section 59 of the Texas Constitution and the applicable provisions of Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the City and the District are individually referred to as a "Party" and collectively as the "Parties; and

WHEREAS, Section 43.0751 of the Texas Local Government Code (the "Act") authorizes the City and the District to negotiate and enter into this Agreement; and

WHEREAS, the District encompasses approximately 830.764 acres, more or less, located within the extraterritorial jurisdiction of the City as depicted as M.U.D. No. 2 Tracts “A” and “B” on Exhibit A and more fully described on Exhibit B attached to this Agreement (the "Development"); and

WHEREAS, CH-B Trinity Falls, a Texas limited partnership ("Owner"), owns the Development; and

WHEREAS, certain areas within the Development may be developed for commercial uses; and

WHEREAS, the City desires to annex the Development for the sole and exclusive purpose of imposing and collecting sales and use taxes within such area, including sales and use taxes authorized by elections creating Type A and Type B economic development corporations under Section 5190.6 of the Texas Civil Statutes (hereinafter the "Type A and Type B Sales Tax"); and

WHEREAS, subject to the terms and conditions of this Agreement, the District is willing to allow the City to annex the Development for the sole and exclusive purpose of imposing and collecting sales and use taxes within such area; and

WHEREAS, subject to the terms and conditions of this Agreement, Owner is willing to allow the City to annex the Development for the sole and exclusive purpose of imposing and collecting sales and use taxes within such area; and

WHEREAS, to facilitate the limited purpose annexation by the City of the Development, Owner submitted to the City a petition (the "Limited Purpose Petition") requesting and consenting to the limited purpose annexation, for the sole, exclusive and limited purpose of imposing sales and use taxes, of the Development; and

WHEREAS, the sales and use taxes collected within the Development is referred to herein as the "Sales and Use Tax Revenues"); and

WHEREAS, in the Limited Purpose Petition Owner, on behalf of itself and all present and future owners of land within the Development, has requested that the City annex the Development solely for the purposes provided in this Agreement and has consented to such annexations, from time to time, and to the collection of Sales and Use Tax Revenues by the City; and

WHEREAS, pursuant to the Act and the Limited Purpose Petition, the Parties desire to enter into this Agreement to accomplish the annexation by the City of the Development for the sole and exclusive purpose of imposing and collecting sales and use taxes within the Development; and

WHEREAS, the District provided notice of two public hearings in accordance with all applicable laws and the board of directors of the District (the "Board") conducted such public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the Board approved and adopted this Agreement on _____, 201_, in open session at a meeting held in accordance with all applicable laws; and

WHEREAS, the City provided notice of two public hearings in accordance with all applicable laws and the City Council of the City (the "City Council") conducted such public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence were given the opportunity to do so; and

WHEREAS, the City Council approved and adopted this Agreement on _____, 201_, in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

WHEREAS, all notices, hearings and other procedural requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Subsection (p)(1) of the Act, this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forego annexation of the District; and

WHEREAS, in accordance with the requirements of Subsection (p)(2) of the Act, this Agreement provides benefits for the City and the District that are reasonable and equitable.

NOW THEREFORE, for and in consideration of the mutual agreements contained in this Agreement, and for the good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the City and the District agree as follows:

ARTICLE I. RECITALS

The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II. ADOPTION OF AGREEMENT AND LIMITED PURPOSE ANNEXATION OF PROPERTY

Section 2.1 Public Hearings. The Parties acknowledge and agree that prior to the execution of this Agreement, the Board and the City Council conducted public hearings to consider the adoption of this Agreement and that such hearings were noticed and conducted in accordance with all applicable laws.

Section 2.2 Effective Date. The effective date of this Agreement (the "Effective Date") is the date this Agreement is approved and adopted by the City Council.

Section 2.3 Filing in Property Records. This Agreement shall be filed in the Real Property Records of Collin County, Texas.

Section 2.4 Limited Purpose Annexation of the Development. The Parties agree that the City may annex the Development for the sole and limited purpose of collecting sales and use taxes authorized by Chapter 321 of the Texas Tax Code (the "Tax Code"), including the Type A and Type B Sales Tax, to be imposed by the City on sales consummated within the Development. The District acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Development at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance. The City may commence limited purpose annexation of the Development upon the Effective Date.

Section 2.5 Consent to Limited Purpose Annexations. THE DISTRICT ON BEHALF OF ITSELF AND ALL PRESENT AND FUTURE OWNERS OF LAND WITHIN THE DEVELOPMENT, HEREBY REQUESTS THAT THE CITY ANNEX THE DEVELOPMENT SOLELY FOR THE PURPOSES PROVIDED IN THIS AGREEMENT. THE DISTRICT CONSENTS TO SUCH ANNEXATIONS, FROM TIME TO TIME, AND TO THE COLLECTION OF SALES AND USE TAX REVENUES BY THE CITY WITHIN THE DEVELOPMENT. SUCH CONSENT SHALL BIND THE DISTRICT AND EACH OWNER AND FUTURE OWNER OF LAND WITHIN THE DEVELOPMENT.

Section 2.6 No Municipal Services. The Parties acknowledge and agree that the limited purpose annexation of the Development pursuant to this Agreement shall not obligate the City to provide any municipal services to such property; however the sales and use taxes derived from

the Development may be used for any lawful purpose, including economic development, in any geographic portion of the City or otherwise, as permitted by law.

Section 2.7 Limited District. The District is not a limited district as defined in Subsection (a)(2) of the Act.

ARTICLE III. TAXATION

Section 3.1 Collection of Sales and Use Tax Revenues. The City may impose a sales and use tax, including the Type A and Type B Sales Tax, within the Development pursuant to Subsection (k) of the Act. The sales and use tax may be imposed on all eligible commercial activities at the rate allowed under the Tax Code. Collection of Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code.

Section 3.2 Payment of Sales and Use Tax. The City shall pay to the District an amount equal to twenty-five percent (25%) of its portion ($0.01) of the Sales and Use Tax Revenues collected within the Development (the "District Share") commencing upon the effective date of the limited purpose annexation of the Development and terminating upon the full-purpose annexation or disannexation of the Development. No portion of the Type A and Type B Sales Tax collected shall be paid to District. The City shall pay the District Share within 30 days after the City receives the sales tax report reflecting such revenues from the Comptroller of Public Accounts of the State of Texas (the "Comptroller"). Any payment of the District Share not made within such 30-day period shall bear interest calculated in accordance with Section 2251.025 of the Texas Government Code. The City shall retain all Sales and Use Tax Revenues that do not constitute the District Share (the "City Share"), and the District Share shall not include any portion of the Type A and Type B Sales Tax.

Section 3.3 Use of the Sales and Use Tax Revenues. The City shall use the City Share for any lawful purpose. The District shall use the District Share for the following purposes and in the following order of priority:

FIRST, to reimburse owners and developers of land within the Development for the following costs to the extent eligible for reimbursement through the issuance of District bonds: (i) the cost to design and construct any improvements, whether located within or outside the Development, that serve the Development ("Eligible Infrastructure Reimbursements"); (ii) the cost to manage and administer the District; and (iii) the cost of police, fire, and EMS services provided within the Development;

SECOND, for deposit into, and disbursement from, escrow for reimbursement of future Eligible Infrastructure Reimbursements;

THIRD, for the retirement of District bonds; and

FOURTH, for any lawful purpose.

Section 3.4 Delivery of Sales Tax Reports to District. The City shall include with each payment of the District Share a condensed version of each sales tax report provided by the

Comptroller relating to Sales and Use Tax Revenues within 30 days of the City's receipt of such sales tax report.

Section 3.5 Notification of Comptroller. The City shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Tax Code, Section 321.102, after the City Council annexes Development for limited purposes.

Section 3.6 Termination of Sales and Use Tax Sharing. Upon termination of this Agreement, the City shall have no further financial obligation to the District pursuant to this Agreement, and all Sales and Use Tax Revenues shall be retained by the City.

Section 3.7 City Records and District Audit Rights. The District may audit the Sales and Use Tax Revenues to determine whether the District Share has been paid in accordance with this Agreement. The City shall provide reasonable accommodations for the District to perform the audit. Any audit shall be made at the auditing District's sole cost and expense and may be performed at any time during the City's regular business hours on 30 days' Notice (as defined in Section 7.2). For purposes of any such audits, the City shall maintain and make available to the District's representatives all books, records, documents and other evidence of accounting procedures or practices to reflect the amount of Sales and Use Tax Revenues received by the City from within the Development. Notwithstanding the foregoing, however, if any audit conducted by the District reveals that the District Share has been underpaid by more than two percent, the City shall pay such underpayment to the District and shall reimburse the District for the reasonable costs and expenses of the audit.

ARTICLE IV. FULL-PURPOSE ANNEXATION AND LIMITATION ON INDEBTEDNESS

Section 4.1 Subsection C Exemption. Annexation of the Development is exempt from the municipal annexation plan requirements pursuant to Section 43.052(h)(3)(B) of the Texas Local Government Code.

Section 4.2 Full-Purpose Annexation Conversion Date. Pursuant to Subsection (h) of the Act, the Development shall be deemed to be within the full-purpose boundary limits of the City upon the full-purpose annexation conversion date without any further action by the City Council. For purposes of this Section 4.2, the "full-purpose annexation conversion date" is the date on which the City Council adopts an ordinance that includes the Development within the full-purpose boundary limits of the City. The full-purpose annexation conversion date may be altered only by mutual agreement of the District and the City.

Section 4.3 Partial Full-Purpose Annexation. In the event that the requisite number of voters and property owners submit a petition to the City requesting incorporation pursuant to and in compliance with Section 42.041 of the Texas Local Government Code or successor statute, the City shall have the right, to the extent permitted by law, to full-purpose annex the entire District within which such voters reside and such property is located upon the full-purpose annexation conversion date. For purposes of this Section 4.3, the "full-purpose annexation conversion date" is also the date upon which the City Council adopts an ordinance that includes such land within the full-purpose boundary limits of the City.

ARTICLE V. TERM

Section 5.1 Term. This Agreement commences on the Effective Date and continues until the City annexes the Development for full-purposes. For annexation pursuant to Section 4.3 of this Agreement, the Agreement terminates with respect to annexed property on the date such annexation is effective.

Section 5.2 Termination of Agreement. In the event the City has not approved and adopted this Agreement and a limited purpose annexation ordinance applicable to the Development, as set forth in Section 2.4 above, within one (1) year after the District's approval and adoption of this Agreement, the District may, in its sole and absolute discretion, terminate this Agreement by Notice thereof to the City.

ARTICLE VI. BREACH, NOTICE AND REMEDIES

Section 6.1 Notification of Breach. If any Party commits a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the breach in reasonable detail.

Section 6.2 Cure of Breach. The breaching Party shall commence curing the breach within 15 calendar days after receipt of the Notice of the breach and shall complete the cure within 30 days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure within such 30-day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure within such 30-day period and diligently completes the work within a reasonable time without unreasonable cessation.

Section 6.3 Remedies for Breach. If the breaching Party does not substantially cure the breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief; provided, however, (a) the non-breaching Party shall not be entitled to terminate this Agreement, (b) the Parties specifically waive any right that they have or in the future may have to terminate this Agreement, and (c) damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages.

ARTICLE VII. ADDITIONAL PROVISIONS

Section 7.1 Voting. Pursuant to Subsection (q) of the Act, Chapter 43, Subchapter F, of the Texas Local Government Code does not apply to the limited purpose annexation of the Development. Consequently, Section 43.130(a) of the Texas Local Government Code, providing that qualified voters of an area annexed for limited purposes may vote in certain municipal elections, does not apply to the voters within the Development.

Section 7.2 Notices. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) 10 business days after the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (iii) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (iv) 10 business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such change to the other Party as provided in this Section 7.2.

To the City:

To the City: City of McKinney, Texas
Attn: City Manager
222 N. Tennessee
McKinney, Texas 75069
E-Mail: jgray@mckinneytexas.org
FAX: 972.547.2607

Copy to: Attn: City Attorney
Mark Houser
Brown & Hofmeister
740 E. Campbell Road, Suite 800
Richardson, Texas 75081
E-Mail: mhouser@bhlaw.net
FAX: 214.747.6111

To the District:

McKinney Municipal Utility District No. 2 of Collin County
c/o Sanford Kuhl Hagan Kugle Parker Kahn LLP
Attn: Julianne Kugle
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056
E-Mail: kugle@sklaw.us
FAX: 713.850.1330

Section 7.3 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purpose

for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 7.4 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Collin County, Texas and hereby submit to the jurisdiction of the courts of Collin County, Texas and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

Section 7.5 Authority to Execute. The City represents and warrants to the District that the execution of this Agreement has been duly authorized by the City Council and that the person executing this Agreement on behalf of the City has been duly authorized to do so by the City Council. The District represents and warrants to the City that the execution of this Agreement has been duly authorized by the Board and that the person executing this Agreement on behalf of the District has been duly authorized to do so by the Board.

Section 7.6 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances except to the extent that the severed provision(s) is a dependent substantive term the removal of which affects the intent and effect of the remaining provisions.

Section 7.7 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the District to perform its respective obligations under this Agreement, the parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

Section 7.8 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 7.9 Assignment. No Party shall assign its interest in this Agreement, in whole or in part, without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

Section 7.10 Amendment. This Agreement may be amended only with the written consent of the Parties and with approval of the governing bodies of the City and the District.

Section 7.11 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Section 7.12 No Third Party Beneficiaries. This Agreement is solely for the benefit of the City and the District, and neither the City nor the District intend by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

Section 7.13 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Depiction of the Development
Exhibit B	Legal Description of the Development

Section 7.14 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK.]

[SIGNATURE PAGES IMMEDIATELY FOLLOW.]

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON _____, 201__.

ATTEST:

_____
City Secretary

CITY OF MCKINNEY, TEXAS

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM AND LEGALITY:

_____
City Attorney

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me, on the __ day of _____, 201__, by _____, the _____ of the City of McKinney, Texas on behalf of the city.

_____
Notary Public, State of Texas

APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS OF MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 2 OF COLLIN COUNTY ON _____, 201__.

MCKINNEY MUNICIPAL UTILITY DISTRICT
NO. 2 OF COLLIN COUNTY

By: _____
Printed Name: _____
Title: President, Board of Directors

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me, on the __ day of _____, 201__, by _____, the _____ of McKinney Municipal Utility District No. 2 of Collin County on behalf of said district.

_____
Notary Public, State of Texas

Exhibit A

Depiction of the Development

[attached]

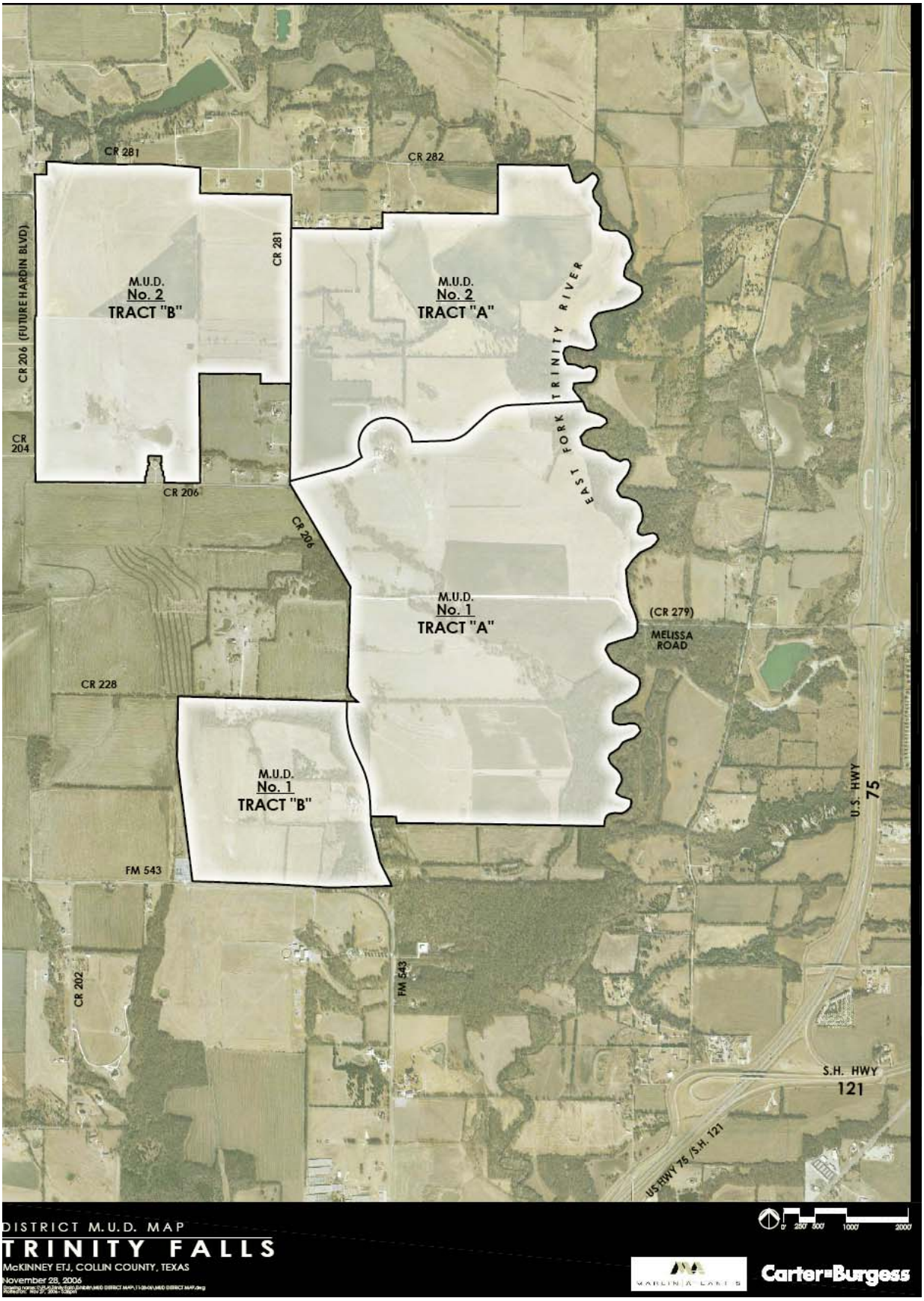

CR 281
CR 282
CR 281
CR 206 (FUTURE HARDIN BLVD)
M.U.D.
No. 2
TRACT "B"
M.U.D.
No. 2
TRACT "A"
EAST FORK TRINITY RIVER
CR 204
CR 206
CR 206
M.U.D.
No. 1
TRACT "A"
(CR 279)
MELISSA ROAD
CR 228
M.U.D.
No. 1
TRACT "B"
U.S. HWY 75
FM 543
CR 202
FM 543
S.H. HWY 121
US HWY 75 / S.H. 121
DISTRICT M.U.D. MAP
TRINITY FALLS
McKINNEY ETJ, COLLIN COUNTY, TEXAS
November 28, 2006
0' 250' 500' 1000' 2000'
MARLIN X EAST 5
Carter=Burgess

Exhibit B

Legal Description of the Development

(1) MUD 2/TRACT A - 423.553 acres

BEING A 423.553 ACRE TRACT OF LAND SITUATED IN THE THOMAS BRUCE SURVEY, ABSTRACT NO. 103, THE THOMAS LINDSAY SURVEY, ABSTRACT NO. 521, COLLIN COUNTY, TEXAS, AND BEING ALL OF A CALLED 106.762 ACRE TRACT OF LAND CONVEYED TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344750, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING ALL OF A CALLED 118.259 ACRE TRACT OF LAND CONVEYED TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344760, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 1113.084 ACRE TRACT OF LAND CONVEYED TO MA BB OWEN, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060616000829800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID 423.553 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-8982), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 106.762 ACRE TRACT AND THE NORTHEAST CORNER OF A 39.06 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THOMAS M. FRIS AS RECORDED IN COLLIN COUNTY CLERK'S FILE NO. 96-0104896, LAND RECORDS, COLLIN COUNTY, TEXAS, SAID POINT ALSO BEING ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO JOHN P. WALDEN & WIFE JANE WALDEN AS RECORDED IN VOLUME 551, PAGE 366 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE, ALONG COMMON LINES OF SAID 106.762 ACRE TRACT AND SAID WALDEN TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 11 MINUTES 59 SECONDS EAST, A DISTANCE OF 900.54 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

SOUTH 89 DEGREES 27 MINUTES 53 SECONDS EAST, A DISTANCE OF 161.43 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 83 DEGREES 20 MINUTES 49 SECONDS EAST, A DISTANCE OF 67.79 FEET TO THE NORTHEAST CORNER OF SAID 106.762 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF EAST FORK OF THE TRINITY RIVER;

THENCE, ALONG THE EAST PROPERTY LINE OF SAID 106.762 ACRE TRACT, AND WITH THE CENTERLINE OF AFORESAID EAST FORK OF THE TRINITY RIVER, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 20 DEGREES 21 MINUTES 50 SECONDS EAST, A DISTANCE OF 147.67 FEET TO A POINT FOR CORNER;

SOUTH 15 DEGREES 11 MINUTES 51 SECONDS EAST, A DISTANCE OF 121.20 FEET TO A POINT FOR CORNER;

SOUTH 53 DEGREES 55 MINUTES 47 SECONDS EAST, A DISTANCE OF 57.30 FEET TO A POINT FOR CORNER;

NORTH 81 DEGREES 40 MINUTES 31 SECONDS EAST, A DISTANCE OF 68.17 FEET TO A POINT FOR CORNER;

NORTH 55 DEGREES 58 MINUTES 51 SECONDS EAST, A DISTANCE OF 70.86 FEET TO A POINT FOR CORNER;

NORTH 50 DEGREES 52 MINUTES 37 SECONDS EAST, A DISTANCE OF 167.34 FEET TO A POINT FOR CORNER;

SOUTH 63 DEGREES 52 MINUTES 45 SECONDS EAST, A DISTANCE OF 76.94 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 20 MINUTES 33 SECONDS EAST, A DISTANCE OF 73.75 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 16 MINUTES 49 SECONDS WEST, A DISTANCE OF 61.92 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 28 MINUTES 37 SECONDS WEST, A DISTANCE OF 67.28 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 53 MINUTES 46 SECONDS WEST, A DISTANCE OF 70.84 FEET TO A POINT FOR CORNER;

SOUTH 04 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 98.68 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 59 MINUTES 37 SECONDS EAST, A DISTANCE OF 72.48 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 58 MINUTES 18 SECONDS EAST, A DISTANCE OF 131.77 FEET TO A POINT FOR CORNER;

SOUTH 03 DEGREES 11 MINUTES 20 SECONDS EAST, A DISTANCE OF 91.41 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 35 MINUTES 41 SECONDS WEST, A DISTANCE OF 188.59 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 55 MINUTES 44 SECONDS EAST, A DISTANCE OF 101.19 FEET TO A POINT FOR CORNER;

SOUTH 77 DEGREES 27 MINUTES 27 SECONDS EAST, A DISTANCE OF 101.27 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 08 MINUTES 21 SECONDS EAST, A DISTANCE OF 137.11 FEET TO A POINT FOR CORNER;

SOUTH 56 DEGREES 41 MINUTES 24 SECONDS EAST, A DISTANCE OF 136.45 FEET TO A POINT FOR CORNER;

SOUTH 41 DEGREES 28 MINUTES 51 SECONDS EAST, A DISTANCE OF 84.90 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 13 MINUTES 08 SECONDS EAST, A DISTANCE OF 239.45 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 49 MINUTES 08 SECONDS WEST, A DISTANCE OF 84.82 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 02 MINUTES 36 SECONDS WEST, A DISTANCE OF 120.85 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 50 MINUTES 36 SECONDS WEST, A DISTANCE OF 106.92 FEET TO A POINT FOR CORNER;

SOUTH 04 DEGREES 08 MINUTES 50 SECONDS WEST, A DISTANCE OF 83.94 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 46 MINUTES 39 SECONDS EAST, A DISTANCE OF 70.50 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 20 MINUTES 11 SECONDS EAST, A DISTANCE OF 154.89 FEET TO A POINT FOR CORNER;

SOUTH 57 DEGREES 43 MINUTES 24 SECONDS EAST, A DISTANCE OF 104.47 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 103.87 FEET TO A POINT FOR CORNER;

SOUTH 30 DEGREES 16 MINUTES 36 SECONDS WEST, A DISTANCE OF 92.56 FEET TO A POINT FOR CORNER;

SOUTH 48 DEGREES 18 MINUTES 00 SECONDS WEST, A DISTANCE OF 95.11 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 48 MINUTES 37 SECONDS WEST, A DISTANCE OF 115.06 FEET TO A POINT FOR CORNER;

SOUTH 63 DEGREES 46 MINUTES 10 SECONDS WEST, A DISTANCE OF 108.90 FEET TO A POINT FOR CORNER;

SOUTH 74 DEGREES 52 MINUTES 48 SECONDS WEST, A DISTANCE OF 108.83 FEET TO A POINT FOR CORNER;

SOUTH 80 DEGREES 20 MINUTES 18 SECONDS WEST, A DISTANCE OF 130.42 FEET TO A POINT FOR CORNER;

SOUTH 77 DEGREES 33 MINUTES 24 SECONDS WEST, A DISTANCE OF 159.57 FEET TO A POINT FOR CORNER;

SOUTH 49 DEGREES 37 MINUTES 34 SECONDS WEST, A DISTANCE OF 79.64 FEET TO A POINT FOR CORNER;

SOUTH 30 DEGREES 51 MINUTES 57 SECONDS WEST, A DISTANCE OF 127.68 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 15 MINUTES 52 SECONDS EAST, A DISTANCE OF 88.75 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 25 MINUTES 34 SECONDS EAST, A DISTANCE OF 191.80 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 27 MINUTES 55 SECONDS EAST, A DISTANCE OF 92.30 FEET TO A POINT FOR CORNER;

SOUTH 39 DEGREES 42 MINUTES 15 SECONDS WEST, A DISTANCE OF 84.38 FEET TO A POINT FOR CORNER;

SOUTH 80 DEGREES 08 MINUTES 27 SECONDS WEST, A DISTANCE OF 92.47 FEET TO A POINT FOR CORNER;

NORTH 75 DEGREES 29 MINUTES 03 SECONDS WEST, A DISTANCE OF 181.83 FEET TO A POINT FOR CORNER;

NORTH 78 DEGREES 44 MINUTES 38 SECONDS WEST, A DISTANCE OF 106.12 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 37 MINUTES 05 SECONDS WEST, A DISTANCE OF 80.67 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 46 MINUTES 24 SECONDS WEST, A DISTANCE OF 87.62 FEET TO A POINT FOR CORNER;

SOUTH 14 DEGREES 45 MINUTES 22 SECONDS EAST, PASSING AT A DISTANCE OF 71.19 FEET THE SOUTHEAST CORNER OF SAID 106.762 ACRE TRACT, SAME BEING A NORTHEAST CORNER OF AFORESAID 1113.084 ACRE TRACT, CONTINUING WITH THE CENTERLINE OF SAID EAST FORK OF THE TRINITY RIVER AND THE EAST PROPERTY LINE OF SAID 1113.084 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 120.37 FEET TO A POINT FOR CORNER;

THENCE, CONTINUING WITH THE CENTERLINE OF SAID EAST FORK OF THE TRINITY RIVER AND ALONG THE EAST PROPERTY LINE OF SAID 1113.084 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 34 DEGREES 39 MINUTES 08 SECONDS EAST, A DISTANCE OF 74.62 FEET TO A POINT FOR CORNER;

SOUTH 84 DEGREES 34 MINUTES 58 SECONDS EAST, A DISTANCE OF 126.28 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 27 MINUTES 27 SECONDS EAST, A DISTANCE OF 133.32 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 35 MINUTES 21 SECONDS EAST, A DISTANCE OF 110.32 FEET TO A POINT FOR CORNER;

SOUTH 75 DEGREES 11 MINUTES 25 SECONDS EAST, A DISTANCE OF 99.44 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 58 MINUTES 48 SECONDS EAST, A DISTANCE OF 54.42 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 07 MINUTES 16 SECONDS WEST, A DISTANCE OF 82.33 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 19 MINUTES 44 SECONDS WEST, A DISTANCE OF 114.95 FEET TO A POINT FOR CORNER;

SOUTH 85 DEGREES 30 MINUTES 45 SECONDS WEST, A DISTANCE OF 291.84 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 46 MINUTES 06 SECONDS WEST, A DISTANCE OF 95.18 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 121.86 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 12 MINUTES 58 SECONDS EAST, A DISTANCE OF 130.83 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 1113.084 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 87 DEGREES 05 MINUTES 41 SECONDS WEST, A DISTANCE OF 1162.77 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39 DEGREES 50 MINUTES 38 SECONDS, A RADIUS OF 630.00 FEET, A LONG CHORD THAT BEARS, SOUTH 67 DEGREES 10 MINUTES 22 SECONDS WEST, A DISTANCE OF 429.33 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 438.11 FEET TO A POINT FOR CORNER;

SOUTH 47 DEGREES 15 MINUTES 03 SECONDS WEST, A DISTANCE OF 379.74 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 41 DEGREES 03 MINUTES 11 SECONDS, A RADIUS OF 570.00 FEET, A LONG CHORD THAT BEARS, SOUTH 67 DEGREES 46 MINUTES 38 SECONDS WEST, A DISTANCE OF 399.73 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 408.41 FEET TO A POINT FOR CORNER;

SOUTH 88 DEGREES 18 MINUTES 14 SECONDS WEST, A DISTANCE OF 536.71 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 202 DEGREES 43 MINUTES 24 SECONDS, A RADIUS OF 430.00 FEET, A LONG CHORD THAT BEARS, SOUTH 72 DEGREES 56 MINUTES 30 SECONDS WEST, A DISTANCE OF 843.15 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 1521.42 FEET TO A POINT FOR CORNER;

SOUTH 57 DEGREES 34 MINUTES 46 SECONDS WEST, A DISTANCE OF 177.27 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17 DEGREES 46 MINUTES 00 SECONDS, A RADIUS OF 570.00 FEET, A LONG CHORD THAT BEARS, SOUTH 66 DEGREES 27 MINUTES 46 SECONDS WEST, A DISTANCE OF 176.04 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 176.75 FEET TO A POINT FOR CORNER;

SOUTH 75 DEGREES 20 MINUTES 45 SECONDS WEST, A DISTANCE OF 877.21 FEET TO A POINT FOR CORNER IN THE WEST LINE OF SAID 1113.084 ACRE TRACT, SAME BEING THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 281 (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 00 DEGREES 31 MINUTES 40 SECONDS EAST, ALONG THE WEST LINE OF SAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 281, A DISTANCE OF 1574.34 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN INSIDE ELL CORNER OF SAID 1113.084 ACRE TRACT AND THE NORTHEAST CORNER OF A CALLED 3.000 ACRE TRACT OF LAND CONVEYED TO TERRY L. HERTWICK AND ROSE ETTA JONES BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0001673, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 00 DEGREES 04 MINUTES 47 SECONDS EAST, OVER AND ACROSS SAID 1113.084 ACRE TRACT, CONTINUING ALONG THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 281, A DISTANCE OF 2505.18 FEET TO A POINT FOR AN INSIDE ELL CORNER OF SAID 1113.084 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 21 MINUTES 54 SECONDS EAST, ALONG THE NORTH LINE OF SAID 1113.084 ACRE TRACT, PASSING AT A DISTANCE OF 40.00 FEET A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 1290.73 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE A NORTHEAST CORNER OF SAID 1113.084 ACRE TRACT AND BEING ON THE WEST LINE OF SAID 118.259 ACRE TRACT;

THENCE, NORTH 00 DEGREES 11 MINUTES 31 SECONDS WEST, ALONG THE WEST LINE OF SAID 118.259 ACRE TRACT, A DISTANCE OF 15.14 FEET TO A 1/2 INCH IRON ROD FOUND FOR A NORTHWEST CORNER OF SAID 118.259 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 1.071 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ANITA L. GRAY AND HUSBAND, JIMMY L. GRAY AS RECORDED IN

COLLIN COUNTY CLERK'S FILE NO. 94-0054427 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 10 MINUTES 20 SECONDS EAST, ALONG THE SOUTH LINE OF AFORESAID 1.071 ACRE TRACT, A DISTANCE OF 182.65 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHEAST CORNER OF SAID 1.071 ACRE TRACT;

THENCE NORTH 00 DEGREES 11 MINUTES 36 SECONDS WEST, ALONG THE EAST LINE OF AFORESAID 1.071 ACRE TRACT, A DISTANCE OF 254.52 FEET TO A POINT FOR CORNER, FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS NORTH 00 DEGREES 11 MINUTES 36 SECONDS WEST, A DISTANCE OF 0.64 FEET, SAID POINT BEING IN THE SOUTH LINE OF A CALLED 10.000 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CABE W. CHADICK AS RECORDED IN COLLIN COUNTY CLERK'S FILE NO. 2000-0095879 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 20 MINUTES 27 SECONDS EAST, ALONG THE NORTH LINE OF SAID 118.259 ACRE TRACT, THE SOUTH LINE OF SAID 10.000 ACRE TRACT, THE SOUTH LINE OF AFORESAID 39.06 ACRE TRACT, A DISTANCE OF 1856.29 FEET TO A 3/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID THOMAS M. FRIS TRACT;

THENCE, NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, ALONG THE WEST LINE OF SAID 106.762 ACRE TRACT AND THE EAST LINE OF SAID THOMAS M. FRIS TRACT, A DISTANCE OF 794.23 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 423.553 ACRES OF LAND, MORE OR LESS.

(2) MUD 2/TRACT B - 407.211 acres

BEING A 407.211 ACRE TRACT OF LAND SITUATED IN THE JOHN LARIMON SURVEY, ABSTRACT NO. 530, AND THE THOMAS BRUCE SURVEY, ABSTRACT NO. 103, COLLIN COUNTY, TEXAS, AND BEING PART OF A 158.524 ACRE TRACT OF LAND CONVEYED TO MA-BBO FIVE, L.P. BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060718001344740, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING PART OF A 1113.084 ACRE TRACT OF LAND CONVEYED TO MA BB OWEN, L.P. BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060616000829800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 407.211 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT AT A NORTHWEST CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF A CALLED 0.998 ACRE TRACT OF LAND CONVEYED TO CHAMBERVILLE CEMETERY ASSOCIATION BY DEED RECORDED IN VOLUME 2034, PAGE 573, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING IN COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE NORTH 89 DEGREES 45 MINUTES 16 SECONDS EAST, ALONG THE SOUTH LINE OF AFORESAID 0.998 ACRE TRACT, PASSING AT A DISTANCE OF 9.74 FEET A 5/8 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 188.45 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR AN INSIDE ELL CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF SAID 0.998 ACRE TRACT;

THENCE NORTH 00 DEGREES 55 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF AFORESAID 0.998 ACRE TRACT PASSING AT A DISTANCE OF 177.66 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 206.50 FEET TO A POINT FOR A NORTHEAST CORNER OF SAID 0.998 ACRE TRACT AND BEING A NORTHWEST CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING IN THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 281 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE ALONG THE NORTH LINE OF AFORESAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 88 DEGREES 11 MINUTES 52 SECONDS EAST, A DISTANCE OF 172.87 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 84 DEGREES 50 MINUTES 48 SECONDS EAST, A DISTANCE OF 300.57 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 88 DEGREES 57 MINUTES 46 SECONDS EAST, A DISTANCE OF 689.46 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 89 DEGREES 51 MINUTES 11 SECONDS EAST, A DISTANCE OF 691.44 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 84 DEGREES 42 MINUTES 34 SECONDS EAST, A DISTANCE OF 623.13 FEET TO A 3/4 INCH IRON ROD FOUND FOR THE MOST NORTHERN NORTHEAST CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING THE NORTHWEST CORNER OF A CALLED 7.04 ACRE TRACT OF LAND CONVEYED TO ROBERT W. GANTER AND ELIZABETH A. GANTER BY DEED RECORDED IN COUNTY CLERK'S NO. 97-0024749. LAND RECORDS, COLLIN COUNTY, TEXAS;

SOUTH 00 DEGREES 29 MINUTES 01 SECONDS WEST, ALONG AN EAST LINE OF AFORESAID 1113.084 ACRE TRACT AND THE COMMON WEST LINE OF AFORESAID 7.04 ACRE TRACT , A DISTANCE OF 411.24 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF SAID 7.04 ACRE TRACT;

SOUTH 89 DEGREES 02 MINUTES 06 SECONDS EAST, ALONG THE NORTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON SOUTH LINE OF AFORESAID 7.04 ACRE TRACT, A DISTANCE OF 1471.42 FEET TO A 1/2 INCH IRON PIPE FOUND FOR CORNER AND BEING ON THE WEST LINE OF A CALLED 5.660 ACRE TRACT OF LAND CONVEYED TO DONALD DWAYNE TUCKER AND WIFE, JEAN TUCKER RECORDED IN VOLUME 931, PAGE 368, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281;

THENCE SOUTH 00 DEGREES 40 MINUTES 36 SECONDS WEST, ALONG AN EAST LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON WEST LINES OF AFORESAID 5.660 TUCKER TRACT AND OF A CALLED 1.39 ACRE TRACT OF LAND CONVEYED TO CALVIN JARRETT AND KAREN JARRETT BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2005-0097078, LAND RECORDS, COLLIN COUNTY, TEXAS AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281, A DISTANCE OF 537.51 FEET TO A POINT FOR THE CORNER;

THENCE, SOUTH 00 DEGREES 04 MINUTES 47 SECONDS WEST, OVER AND ACROSS SAID 1113.084 ACRE TRACT, A DISTANCE OF 2505.18 FEET TO A 1/2 INCH IRON ROD FOUND ON A SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A CALLED 3.000 ACRE TRACT OF LAND CONVEYED TO TERRY L. HARTWICK AND ROSE ETTA JONES BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0001673, LAND RECORDS, COLLIN COUNTY, TEXAS;
THENCE, NORTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 1113.084 ACRE TRACT, AND THE COMMON NORTH LINE OF SAID 3.000 ACRE TRACT, A DISTANCE OF 484.37 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER ON THE EAST LINE OF A 19.33 ACRE TRACT OF LAND CONVEYED TO TERRY L. HARTWICK AND ROSE ETTA JONES BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 94-0065235, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 00 DEGREES 14 MINUTES 32 SECONDS WEST, A DISTANCE OF 154.99 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 19.33 ACRE TRACT;

THENCE, NORTH 89 DEGREES 39 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 19.33 ACRE TRACT, A DISTANCE OF 988.76 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER ON THE EAST LINE OF SAID 158.524 ACRE TRACT;

THENCE, SOUTH 00 DEGREES 26 MINUTES 33 SECONDS EAST, ALONG THE EAST LINE OF SAID 158.524 ACRE TRACT AND THE COMMON WEST LINES OF SAID 19.33 ACRE TRACT AND A CALLED 11.06 ACRE TRACT OF LAND CONVEYED TO HUGH P. McADAMS BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 92-0003436, LAND RECORDS, COLLIN COUNTY, TEXAS, A DISTANCE OF 1763.02 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 158.524 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF SAID 11.06 ACRE TRACT AND BEING IN THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY) AND BEING ON THE NORTH LINE OF A CALLED 72 ACRE TRACT OF LAND CONVEYED TO J.L. MELL, BEVERLY ANN ALLEN & NANCY JO. LAWRENCE BY DEED RECORDED IN COUNTY CLERKS' FILE NO. 2000-0101341, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 36 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON NORTH LINE OF AFORESAID 72 ACRE TRACT AND ALONG THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 A DISTANCE OF 576.42 FEET TO A POINT FOR AN ELL CORNER OF SAID 158.524 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF THE REMAINDER OF A TRACT OF LAND CONVEYED TO DONALD M. MOTSENBACKER AND WIFE, NORMA FAYE MOTSENBACKER BY DEED RECORDED IN VOLUME 2678, PAGE 833, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE ALONG THE COMMON LINES BETWEEN AFORESAID 158.524 ACRE TRACT AND AFORESAID REMAINDER MOTSENBACKER TRACT THE FOLLOWING COURSES AND DISTANCES:

> NORTH 01 DEGREES 01 MINUTES 34 SECONDS EAST, PASSING AT A DISTANCE OF 28.19 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 95.45 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;
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> NORTH 46 DEGREES 22 MINUTES 09 SECONDS WEST, A DISTANCE OF 30.04 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 01 DEGREES 02 MINUTES 48 SECONDS EAST, A DISTANCE OF 66.35 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 48 DEGREES 15 MINUTES 02 SECONDS WEST, A DISTANCE OF 30.38 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 01 DEGREES 27 MINUTES 43 SECONDS EAST, A DISTANCE OF 66.57 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 46 DEGREES 58 MINUTES 13 SECONDS WEST, A DISTANCE OF 23.59 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 00 DEGREES 24 MINUTES 20 SECONDS EAST, A DISTANCE OF 25.48 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 71 DEGREES 03 MINUTES 06 SECONDS EAST, A DISTANCE OF 10.41 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 39 DEGREES 44 MINUTES 59 SECONDS EAST, A DISTANCE OF 10.78 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 00 DEGREES 21 MINUTES 32 SECONDS WEST, A DISTANCE OF 98.69 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 43 DEGREES 09 MINUTES 55 SECONDS WEST, A DISTANCE OF 11.67 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 88 DEGREES 23 MINUTES 42 SECONDS WEST, A DISTANCE OF 201.10 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 46 DEGREES 23 MINUTES 42 SECONDS WEST, A DISTANCE OF 10.70 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 14 DEGREES 06 MINUTES 56 SECONDS WEST, A DISTANCE OF 10.35 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 01 DEGREES 47 MINUTES 24 SECONDS WEST, A DISTANCE OF 81.41 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 19 DEGREES 38 MINUTES 16 SECONDS EAST, A DISTANCE OF 10.39 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 52 DEGREES 48 MINUTES 19 SECONDS EAST, A DISTANCE OF 10.82 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 76 DEGREES 36 MINUTES 21 SECONDS EAST, A DISTANCE OF 10.30 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 02 DEGREES 21 MINUTES 20 SECONDS WEST, A DISTANCE OF 25.12 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 47 DEGREES 10 MINUTES 36 SECONDS WEST, A DISTANCE OF 33.81 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 47 MINUTES 06 SECONDS EAST, A DISTANCE OF 63.78 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 44 DEGREES 58 MINUTES 54 SECONDS WEST, A DISTANCE OF 31.86 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 34 MINUTES 55 SECONDS EAST, A DISTANCE OF 65.94 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 48 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 30.58 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 40 MINUTES 17 SECONDS EAST, PASSING AT A DISTANCE OF 66.78 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 95.05 FEET TO A POINT FOR AN ELL CORNER OF AFORESAID 158.524 ACRE TRACT AND THE SOUTHWEST CORNER OF AFORESAID REMAINDER MOTSENBACKER TRACT AND BEING ON THE NORTH LINE OF A CALLED 36.145 ACRE TRACT OF LAND CONVEYED TO CAROLYN PUTNEY BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2003-0016137, LAND RECORDS, COLLIN COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO.206;

THENCE NORTH 89 DEGREES 36 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON NORTH LINE OF AFORESAID 36.145 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 1762.31 FEET TO A POINT FOR CORNER;

THENCE NORTH 00 DEGREES 08 MINUTES 15 SECONDS WEST, PASSING AT A DISTANCE OF 26.32 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING ALONG THE WEST LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON EAST LINE OF THE FOLLOWING TRACTS, A CALLED 22.030 ACRE TRACT OF LAND CONVEYED TO BILLY J. DRURY, ET AL BY DEED RECORDED IN VOLUME 1043, PAGE 346, DEED RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 22.030 ACRE TRACT OF LAND CONVEYED TO JIMMIE L. DRURY BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2003-0060252, LAND RECORDS, COLLIN

COUNTY, TEXAS AND A CALLED 3.67 ACRE TRACT OF LAND CONVEYED TO RODNEY C. NIXON BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 93-0108403, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 3.67 ACRE TRACT OF LAND CONVEYED TO RODNEY C. NIXON BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 93-0108402, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 11.015 ACRE TRACT OF LAND CONVEYED TO QUIDA NIXON BY DEED RECORDED IN VOLUME 1043, PAGE 338, DEED RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 11.015 ACRE TRACT OF LAND CONVEYED TO DEAN ANDERSON BY DEED RECORDED IN VOLUME 1043, PAGE 333, DEED RECORDS, COLLIN COUNTY, TEXAS AND ALONG THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 2672.26 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 88 DEGREES 53 MINUTES 46 SECONDS EAST, A DISTANCE OF 19.61 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHWEST CORNER OF SAID 1113.084 ACRE TRACT;

THENCE ALONG THE WEST LINE OF AFORESAID 1113.084 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

> NORTH 00 DEGREES 12 MINUTES 11 SECONDS WEST, A DISTANCE OF 1035.01 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 50 MINUTES 11 SECONDS WEST, A DISTANCE OF 1248.29 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 407.211 ACRES OF LAND, MORE OR LESS.

EXHIBIT L

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

COUNTY OF COLLIN

CH-B TRINITY FALLS, LP, a Texas limited partnership ("Grantor"), in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration to Grantor, cash in hand paid by the CITY OF MCKINNEY, TEXAS, a home rule municipality ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, whose address is 222 N. Tennessee Street, McKinney, Texas 75069, that certain parcel of land located in Collin County, Texas and more particularly described in **Exhibit A** attached hereto and made a part hereof for all purposes, together with (i) all of the improvements, if any, located thereon, (ii) all and singular the rights, easements and appurtenances pertaining thereto, (iii) all right, title and interest of Grantor in and to any and all roads, easements and appurtenances pertaining thereto, (iv) all right, title and interest of Grantor in and to any and all roads, easements, alleys, streets, and rights-of-way bounding the above described land, together with all rights of ingress and egress unto the above described land, (v) stripes or gores, if any, between the above described land and abutting properties, and (vi) any and all oil, gas and minerals lying under, in, on, or about or constituting a part of the above described land (collectively, the **"Property")**; subject to, however, those exceptions and encumbrances described on **Exhibit B**, attached hereto and made a part hereof for all purposes (the **"Permitted Exceptions"**).

TO HAVE AND TO HOLD the Property, together with any and all rights and appurtenances thereto in anywise belonging to Grantor, subject to the Permitted Exceptions, unto the said Grantee, its successors and assigns FOREVER, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

Anything to the contrary contained herein notwithstanding, Grantor expressly reserves to itself and its successors and assigns a perpetual easement to locate, construct, install, maintain, replace and repair water, sanitary sewer and drainage facilities over, under and across the

Property; however such easement and any facilities shall be expressly limited to only those areas wherein such easement and facilities conform to applicable City of McKinney ordinances and which do not conflict with the design and construction of the Collin County Outer Loop.

This Special Warranty Deed has been executed by Grantor to be effective on the _____ day of _____, 20____.

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

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

By: _____
Leisha Ehlert, Vice President

STATE OF TEXAS '
'
COUNTY OF COLLIN '

This instrument was acknowledged before me on the _____ day of _____, 20____, by Leisha Ehlert, Vice President of CH-B Trinity Falls GP, LLC, a Delaware limited liability company, the General Partner of CH-B Trinity Falls, LP, a Texas limited partnership, for and on behalf of said limited partnership.

_____
NOTARY PUBLIC - STATE OF TEXAS

PREPARED IN THE OFFICE OF:

Abernathy, Roeder, Boyd & Joplin, P.C.
1700 Redbud Boulevard, Suite 300
McKinney, Texas 75069

AFTER RECORDING, RETURN TO:

The City of McKinney, Texas
222 N. Tennessee Street
McKinney, Texas 75069

EXHIBIT A

Legal Description

EXHIBIT B

Permitted Exceptions

EXHIBIT M

ESCROW AGREEMENT

This Escrow Agreement (this "Escrow Agreement") is entered into as of _____, 2012 (the "Effective Date"), by and among the **CITY OF MCKINNEY, TEXAS,** a home rule municipality ("City"), **CH-B TRINITY FALLS, LP,** a Texas limited partnership ("Owner") and _____ ("Escrow Agent").

R E C I T A L S:

A. The City and Owner have entered into that certain 2012 Development Agreement dated effective December 4, 2012 (the "Agreement"), whereby Owner has agreed to convey to City approximately 85 acres of land located on Owner's property to be used as right-of-way for the Collin County Outer Loop (the "CCOL") to be constructed in the future by the City, Collin County or some other entity or governmental agency

C. Owner has prepared a metes and bounds description of the property to be conveyed to the City for the CCOL right-of-way (the "CCOL ROW") and has prepared a special warranty deed conveying the CCOL ROW to the City (the "CCOL Deed"), which CCOL Deed reserves a perpetual easement in favor of Owner and it successors and assigns to locate, construct, install, maintain, replace and repair water, sanitary sewer and drainage facilities over, under and across the CCOL ROW as necessary to serve development of Owner's property. Owner additionally has obtained a title commitment for the CCOL ROW and has delivered to the City such title commitment, together with all exception documents related thereto.

D. The City has reviewed the CCOL ROW, the CCOL Deed, the title commitment and exception documents and has approved the same as to form and substance.

E. Owner, City and Escrow Agent intend to enter into this Escrow Agreement to enable the delivery of the CCOL Deed by Owner into escrow to be held by Escrow Agent and delivered to the City or Owner, as the case may be, according to the terms hereof, all in satisfaction of Owner's obligations relating to the CCOL ROW under the Development Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Appointment of Escrow Agent. City and Owner hereby appoint the Escrow Agent as the escrow agent under this Escrow Agreement, and the Escrow Agent hereby accepts such appointment.

2. Escrow of CCOL Deed. The parties confirm and acknowledge that contemporaneously with the execution of this Escrow Agreement the CCOL Deed has been delivered by Owner to Escrow Agent to be held by Escrow Agent and delivered pursuant to the terms and conditions contained in this Escrow Agreement.

3. Delivery of CCOL Deed By Escrow Agent. Escrow Agent shall deliver the CCOL Deed to the City no earlier than 30 days after the entity that is ultimately responsible for the CCOL (the "CCOL Agency") certifies in writing to Owner, the City, and the Escrow Agent that the CCOL Agency: (a) has approved and immediately available funds to pay for the construction of the CCOL or portion thereof that includes the CCOL ROW, including an intersection of the CCOL with future Hardin Boulevard; (b) has opened bids and awarded the contract for such construction; and (c) is prepared to give the selected contractor a "Notice to Proceed" subject only to the availability of the CCOL ROW (the foregoing a, b and c are referred to herein as the "Conditions Precedent"). At any time prior to the receipt of certification from the CCOL Agency that the Conditions Precedent have been met, the Escrow Agent shall deliver the CCOL Deed to Owner: (a) immediately upon receipt of the written instruction by the City to deliver the CCOL Deed to Owner; (b) no earlier than 30 days after the receipt of written certification from Owner, with evidence of delivery of such certification to the City and the CCOL Agency, that one or more of the following has occurred: (i) construction of permanent improvements (including, but not limited to, infrastructure) has commenced on property in the vicinity of the CCOL ROW that effectively prevent use of the CCOL ROW as part of the CCOL; (ii) the CCOL Agency has awarded a contract for the construction of the CCOL based on an alignment that differs materially from the CCOL ROW or that does not include an intersection of the CCOL with future Hardin Boulevard; (iii) the CCOL has been abandoned by order of the CCOL Agency; or (iv) the Conditions Precedent have not been satisfied within 40 years after the Effective Date of this Escrow Agreement.

4. Termination of Escrow Agreement. This Escrow Agreement shall terminate upon the delivery by Escrow Agent of the CCOL Deed to either the City or Owner, as the case may be.

5. Agreements Regarding Escrow Agent. Notwithstanding any provision in this Escrow Agreement to the contrary:

a. Escrow Agent Not a Party. Escrow Agent, in its capacity as "Escrow Agent", hereunder, is not a party to, or bound by any terms or conditions of the Development Agreement or any other agreement between the City and Owner.

b. Escrow Agent Depository Only. Under this Escrow Agreement the Escrow Agent is a depository only and after exercise of reasonable care in the performance of its duties hereunder, is not responsible or liable in any manner for the sufficiency, correctness, genuineness, or validity of the CCOL Deed deposited with it hereunder or the identity, authority, or rights of any person executing or depositing the same.

c. Notice of Default. The Escrow Agent shall not be bound to take notice of any default of any party hereunder and shall not be required to take any action involving any expense or liability with respect to such default, unless written notice of such default is given to an officer of the Escrow Agent and the Escrow Agent is indemnified in a manner satisfactory to it against any such expense or liability.

d. Notices. The Escrow Agent shall be protected in acting under this Escrow Agreement upon any notice, request, waiver, consent, receipt, or other paper or document reasonably believed by the Escrow Agent to be genuine and to be signed by the proper party or parties.

e. Liability of the Escrow Agent. In performance of its duties under this Escrow Agreement, the Escrow Agent shall follow the instructions set forth herein and shall not be liable for any error or judgment or for any act taken or omitted by it in good faith or for any mistake of fact or law, except for its own gross negligence or willful misconduct.

f. Counsel to Escrow Agent. The Escrow Agent may consult with legal counsel in the event of any dispute or question as to the construction of this Escrow Agreement or the Escrow Agent's duties. The Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.

g. Disagreement Among Parties. In the event of any disagreement among the parties to this Escrow Agreement, or any other party, which results in adverse claims and demands being made in connection with the instructions in this Escrow Agreement or the delivery by the Escrow Agent of the CCOL Deed, the Escrow Agent may refuse to comply with any such claim or demand so long as such disagreement shall continue. In such event, the Escrow Agent shall not be liable for damages to such parties for its failure or refusal to comply with such conflicting or adverse demands or instructions. The Escrow Agent shall be entitled to continue to refuse to act until:

(i) The rights of the adverse claimants have been finally adjudicated in a court having jurisdiction over the parties, or

(ii) The disagreement shall have been resolved by written agreement of the parties and the Escrow Agent shall have been notified in writing thereof.

In the event of such disagreement, the Escrow Agent may file a suit in interpleader for the purpose of having the respective rights of the claimants adjudicated and deposit with a court in Collin County, Texas all documents and property held hereunder.

h. Costs and Expenses. In the event that (i) the Escrow Agent is requested to and performs any service not provided for herein, (ii) there is any valid assignment or attachment of any interest in the subject matter of this escrow, (iii) any controversy arises hereunder, or (iv) the Escrow Agent is made a party to, or intervenes in, any litigation pertaining to this escrow or the subject matter thereof, the Escrow Agent shall be reasonably compensated therefor and reimbursed for all reasonable costs and expenses occasioned thereby. The City and Owner hereby agree to pay the same and, to the extent it legally may, indemnify the Escrow Agent against any loss, liability or expense incurred by it hereunder.

i. Resignation of Escrow Agent. The Escrow Agent may at any time resign from its duties as Escrow Agent hereunder by giving thirty (30) days' written notice to the parties. Such resignation shall only take effect upon the appointment of a successor Escrow Agent by the parties hereto. If no such appointment is made, the Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent.

6. Governing Law. This Escrow Agreement shall be construed under and in accordance with the laws of the State of Texas, and it shall be performed in Collin County, Texas.

7. **Notice**. All notices required or contemplated by this Escrow Agreement (or otherwise given in connection with this Escrow Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the party giving the Notice, and shall be effective as follows: (i) on or after the tenth (10th) business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (ii) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (iii) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the City: **City of McKinney, Texas**
Attn: City Manager
222 N. Tennessee
McKinney, Texas 75069
E-Mail: jgray@mckinneytexas.org
FAX: 972.547.2607

Copy to: Attn: City Attorney
Mark Houser
Brown & Hofmeister
740 E. Campbell Road, Suite 800
Richardson, Texas 75081
E-Mail: mhouser@bhlaw.net
FAX: 214.747.6111

To Owner: **CH-B Trinity Falls, LP**
Attn: Leisha Ehlert
1111 West 11th Street
Austin, Texas 78703
E-Mail: le@castlehillco.com
FAX: 512-381.6131

Copy to: Vinson & Elkins
Attn: Randy Jurgensmeyer
2001 Ross Avenue, Suite 3700
Dallas, TX 75201
E-Mail: rjurgensmeyer@velaw.com
Fax: 214.999.7790

8. **Binding Effect**. This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

9. **No Third-Party Beneficiaries**. There are no third party beneficiaries under this Escrow Agreement.

10. **Severability**. If any provision contained is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Escrow Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and in its place shall be substituted a provision as similar as possible so as to be valid, legal, and enforceable.

11. **Multiple Counterparts**. This Escrow Agreement may be executed in multiple counterparts which, when taken together, are tended to constitute one agreement enforceable against all parities.

12. **Time**. Time is of the essence with respect to this Escrow Agreement.

13. **Definitions.** All capitalized terms contained and not specifically defined in this Escrow Agreement shall have the meaning given the same in the Development Agreement.

EXECUTED as of and effective the Effective Date.

CITY:

THE CITY OF MCKINNEY, TEXAS, a Texas home rule municipality

By:_____
Jason Gray, City Manager

Attest:

_____
Sandy Hart, City Secretary

OWNER:

CH-B Trinity Falls, LP,
a Texas limited partnership

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

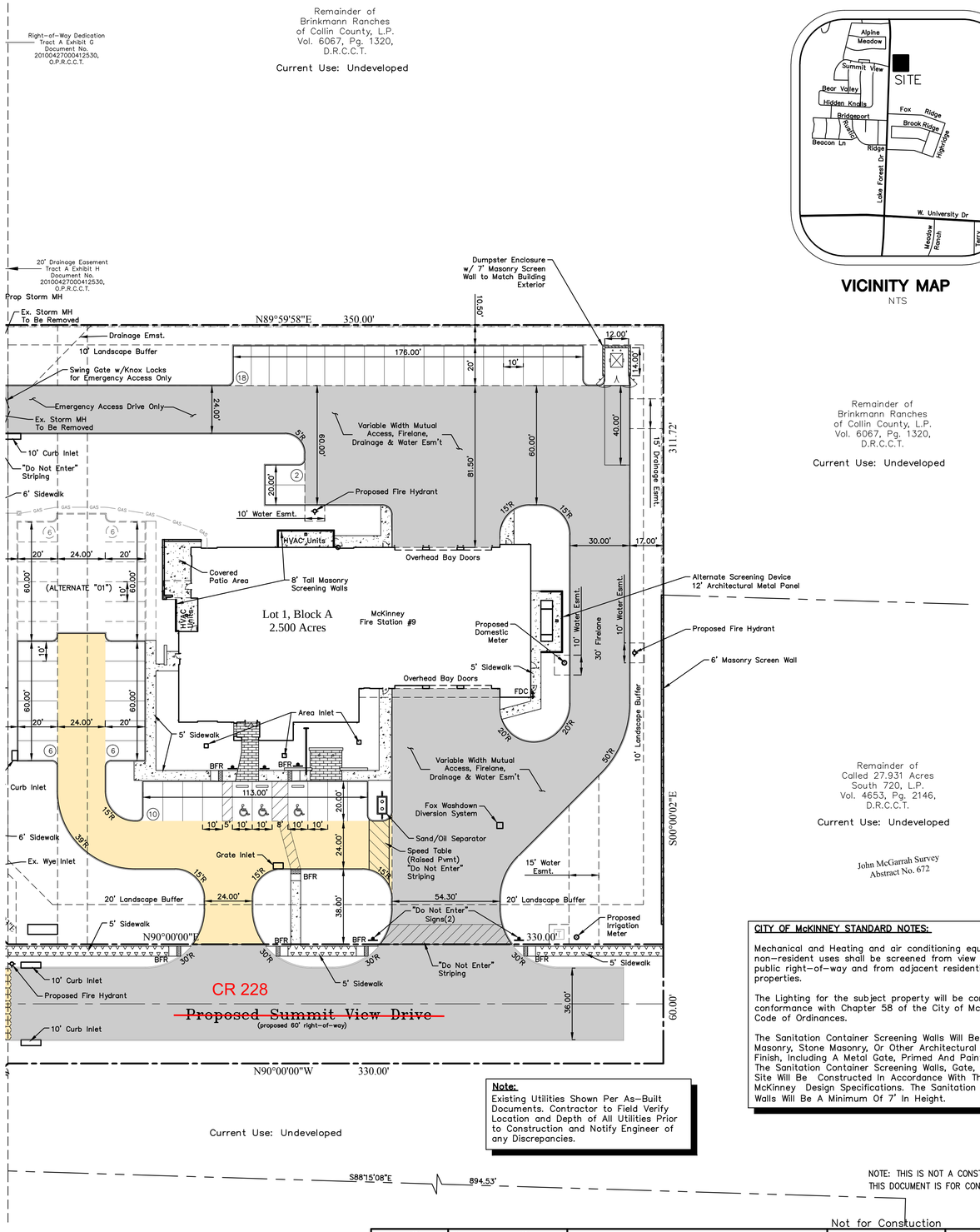
By: _____

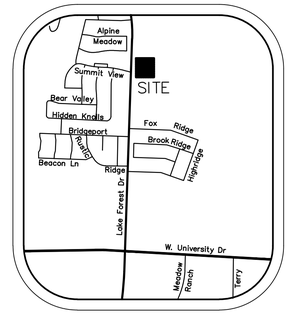
Leisha Ehlert, Vice President

ESCROW AGENT:

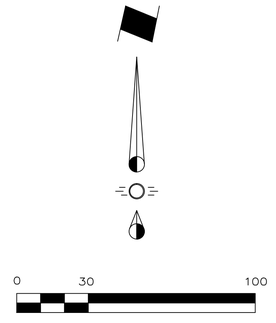
Name:
_____

By: _____
Printed Name: _____
Title:_____





VICINITY MAP
NTS



LEGEND

- Firelane
- Proposed Sidewalk (Private)
- Proposed Sidewalk (Public ROW)
- Proposed Wheel Stop Typical
- Existing Fire Hydrant
- Proposed Fire Hydrant
- BFR — Barrier Free Ramp
- Handicap Parking Sign

SYNOPSIS

Current Zoning	PD / AG
Proposed Zoning	GC
Legal Description	Lot 1, Block 1 McKinney Fire Station Number 9 Addition
Proposed Use	Fire Station
Lot Area	2.50 Ac. (108,900 s.f.)
Building Area:	15,796 S.F.
Lot Coverage:	14.50%
Floor Area Ratio:	0.13 : 1
Building Height	27' to Midpoint

Parking Required:

Total Parking Required:	1 space/400 S.F.	40 Spaces
Total Parking Provided:		42 Spaces
Total Parking Provided:	(with Alternate 01)	54 Spaces
HC Parking Required:		2 Spaces (3 with Alternate 01)
HC Parking Provided:		3 Spaces

Note:
Existing Utilities Shown Per As-Built Documents. Contractor to Field Verify Location and Depth of All Utilities Prior to Construction and Notify Engineer of any Discrepancies.

CITY OF McKINNEY STANDARD NOTES:

Mechanical and Heating and air conditioning equipment in non-resident uses shall be screened from view from the public right-of-way and from adjacent residential properties.

The Lighting for the subject property will be constructed in conformance with Chapter 58 of the City of McKinney Code of Ordinances.

The Sanitation Container Screening Walls Will Be Brick Masonry, Stone Masonry, Or Other Architectural Masonry Finish, Including A Metal Gate, Primed And Painted, And The Sanitation Container Screening Walls, Gate, And Pad Site Will Be Constructed In Accordance With The City Of McKinney Design Specifications. The Sanitation Screening Walls Will Be A Minimum Of 7' In Height.

NOTE: THIS IS NOT A CONSTRUCTION DOCUMENT.
THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY.

Not for Constuction

OWNER:
City of McKinney
221 N. Tennessee Street
McKinney, Texas 75070
Phone (972) 547-7420
Fax (972) 547-2604

ENGINEER:
Cross Engineering Consultants, Inc.
131 S. Tennessee St.
McKinney, Texas 75069
Phone (972) 562-4409
Fax (972) 562-4471
Contact: Jonathan Hake, P.E.

ARCHITECT:
conduit architecture + design, LLC
402 Parker Street
McKinney, Texas 75069
Phone (972) 302-9747

SURVEYOR:
North Texas Surveying, LLC
1515 South McDonald St. Suite 110
McKinney, Texas 75069
Phone (469) 424-2074
Fax (469) 424-1997

OPTION A

Issue Dates:	Revisions:	Date:
1	03/23/2016	1
2	06/07/2016	2
3	07/12/2016	3
4		4
5		5
6		6

CROSS ENGINEERING CONSULTANTS
131 S. Tennessee St. McKinney, Texas 75069
972.562.4409 Texas P.E. Firm No. F-5935

Drawn By:	Checked By:	Scale:
C.E.C.I.	C.E.C.I.	1" = 30'

SITE PLAN

MCKINNEY FIRE STATION #9
LOT 1, BLOCK 1
MCKINNEY F.S. NUMBER 9 ADDITION
CONDUIT ARCHITECTURE + DESIGN, LLC
CITY OF MCKINNEY, TEXAS

Sheet No. SP

Project No. 16015

MCKINNEY FIRE STATION #9

PulteGroup

May 26, 2017

City of McKinney
222 N. Tennessee St.
McKinney, TX 75069

Ladies and Gentlemen:

Pulte Homes of Texas, L.P., d/b/a Del Webb, agrees that any future age-restricted active adult development, other than those constructed within Trinity Falls, will be located no closer than one (1) mile of the boundary (current or future) of Trinity Falls.

Pulte Homes previously signed three letters to the City of McKinney regarding Trinity Falls; one letter dated April 5, 2017, one letter dated April 20, 2017, and one letter dated April 25, 2017. All of those prior letters are withdrawn and of no further effect.

Sincerely,

Bryan Swindell
Division President - DFW

Pulte Homes of Texas, L.P. – 4800 Regent Boulevard, Suite 100, Irving, Texas 75063
(972) 304-2830 direct :: Bryan.Swindell@PulteGroup.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-197012

Date Filed:
04/24/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Trinty Falls Holdings LP, a Delaware limited partnership
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of McKinney

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
17-044DA
Third Amendment to the 2012 Development Agreement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Trinity Falls Equity LP	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
KRISTINA LYNN MACK
Commission # 12992263-6
My Commission Expires
August 13, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Curtis R. Campbell, this the 24th day of April, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Kristina L. Mack — Printed name of officer administering oath | Notary Public — Title of officer administering oath

17-642

TITLE:	Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute the Construction Manager at Risk (CMAR) Services Contract with Structure Tone Southwest, LLC of Dallas, Texas for a Guaranteed Maximum Price (GMP) Related to the Construction of McKinney National Airport Hangar Renovation Project

COUNCIL GOAL: Maximize Development Potential of the McKinney National Airport

MEETING DATE: June 20, 2017

DEPARTMENTS: Airport

CONTACTS: Mark Jaraczewski, Director of FBO
Lisa Littrell, Purchasing Manager

RECOMMENDED CITY COUNCIL ACTION:

- Approval of the Resolution.

ITEM SUMMARY:

- This Resolution:
  - Establishes a Guaranteed Maximum Price (GMP) of $4,262,834 as proposed by Structure Tone Southwest, LLC.
  - Authorizes the City Manager to execute a contract with Structure Tone Southwest, LLC, the Construction Manager at Risk for the MNA Hangar Renovation Project.

BACKGROUND INFORMATION:

- On April 18, 2017 a preconstruction services contract was authorized for the preconstruction services phase related to the Hangar Renovation Project.
- Structure Tone Southwest, LLC has compiled the bids and submitted a final Guaranteed Maximum Price for consideration and approval by the City Council.
- The construction documents were issued in May, 2017 and have been

advertised for bids by Structure Tone Southwest, LLC.

- Upon approval, Structure Tone Southwest, LLC will be notified to begin construction with completion scheduled for April, 2018.

FINANCIAL SUMMARY:

- The Resolution authorizes the City Manager to execute a Construction Manager at Risk services contract for construction services and potential changes to that scope of services, with Structure Tone Southwest, LLC for an amount not to exceed $4,262,834.
- Funding for this project is currently available in Project AI1705.

BOARD OR COMMISSION RECOMMENDATION:

- N/A

SUPPORTING MATERIALS:

Resolution
GMP Proposal

RESOLUTION NO. 2017-06-___ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION MANAGER AT RISK (CMAR) CONTRACT WITH STRUCTURE TONE SOUTHWEST, LLC OF DALLAS, TEXAS FOR A GUARANTEED MAXIMUM PRICE (GMP) FOR CONSTRUCTION MAMAGEMENT SERVICES ASSOCIATED WITH THE McKINNEY NATIONAL AIRPORT HANGAR RENOVATION PROJECT

WHEREAS, the City Council of the City of McKinney, Texas, has determined the need for professional construction manager at risk services related to the design and construction of McKinney National Airport Hangar Renovation; and,

WHEREAS, the City Council previously approved a contract with Structure Tone Southwest, LLC for the pre-construction services on April 18, 2017; and,

WHEREAS, Structure Tone Southwest, LLC, the Construction Manager at Risk, has received and evaluated the bids and has submitted a GMP of $4,262,834 for the construction of this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, THAT:

Section 1. The City Council hereby authorizes the City Manager to accept the GMP in the amount of $4,262,834, execute a construction manager at risk (CMAR) contract and to execute any necessary change orders with Structure Tone Southwest, LLC for the construction of the McKinney National Airport Hangar Renovation Project, for a total contract amount not to exceed $4,262,834.

Section 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, ON THE 20TH DAY OF JUNE, 2017.

CITY OF McKINNEY, TEXAS

_____
GEORGE C. FULLER
Mayor

ATTEST:

_____
SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

_____
MARK S. HOUSER
City Attorney

STRUCTURETONE Southwest

G M P E S T I M A T E S U M M A R Y

Project : **Toyota Hangar**
Address : 1389 FM 546
McKinney TX 75069
Architect : McCaslin Associates

NO.	COST CODE	AIA CAT	DESCRIPTION	FINAL BID AMOUNT	$ PER SF
1	024100	S	Demolition	$73,729	$1.91
2	312000	S	Earthwork	$50,000	$1.30
3	313100	S	Soil Treatment	$19,050	$0.49
4	330000	S	Site Utilities	$63,293	$1.64
5	321700	S	Pavement Markings	$5,320	$0.14
6	323100	S	Fences & Gates	$49,941	$1.30
7	329000	S	Landscaping	$73,103	$1.90
8	030000	S	Concrete	$299,107	$7.76
9	040000	S	Unit Masonry	$198,000	$5.14
10	051200	S	Structural Steel Fabrication	$311,639	$8.08
11	062200	S	Millwork	$25,100	$0.65
12	071000	S	Waterproofing & Caulking	$12,646	$0.33
13	076000	S	Flashing & Sheetmetal	$148,460	$3.85
14	086000	S	Skylights	$25,000	$0.65
15	080500	M	Doors Frames & Hardware	$35,200	$0.91
16	083600	S	Overhead Doors	$36,000	$0.93
17	088000	S	Glass & Glazing	$83,050	$2.15
18	092400	S	Lath & Plaster	$69,649	$1.81
19	092116	S	Drywall & Acoustical	$238,930	$6.20
20	093013	S	Ceramic Tile	$97,143	$2.52
21	096000	S	Flooring & Base	$30,959	$0.80
22	099000	S	Painting & Wallcoverings	$24,473	$0.63
23	102100	S	Toilet Partitions & Acces.	$15,650	$0.41
24	102600	S	Wall & Corner Guards	$2,275	$0.06
25	101300	S	Signage	$4,618	$0.12
26	104400	S	Fire Extinguishers & Cabinets	$1,500	$0.04
27	122000	S	Window Treatment	$10,500	$0.27
28	124800	S	Entrance Mats	$1,500	$0.04
29	133400	S	Pre-Engineered Structures	$89,760	$2.33
30	230500	S	Mechanical	$181,600	$4.71
31	220000	S	Plumbing	$145,747	$3.78
32	210000	S	Fire Protection	$100,550	$2.61
33	260500	S	Electrical	$296,450	$7.69
34	283000	S	Fire Alarm	$28,202	$0.73
35	017400	R12	Field Requirements	$50,000	$1.30
			Concrete Apron	$350,000	$9.08
			Foundation Repairs	$60,000	$1.56
			Motorized Gates	$70,000	$1.82
			Upgraded Finishes at Exec Area.	$100,000	$2.59
			Air Compressor	$7,500	$0.19
			Subtotal (Hard Costs)	$3,485,643	$90.41
	012116	3.00%	Construction Contingency	$104,569	$2.71
			Subtotal	$3,590,213	$93.12
			General Conditions	$443,731	$11.51
			Subtotal	$4,033,944	$104.63
	960100		P&P Bond Cost	$33,114	$0.86
	960300		Builders Risk Insurance	$0	$0.00
	960000		General Liability Insurance	$50,424	$1.31
			Sub Bonds	$21,192	$0.55
			Subtotal	$4,138,674	$107.35
	950000		Fee	$124,160	$3.22
			Construction Total	$4,262,834	$110.57
	970000		Tax Exempt Certificate	$0	$0.00
			GRAND TOTAL	**$4,262,834**	**$110.57**

CLARIFICATIONS

1 This GMP Estimate is based on the Permit Drawings prepared by McCaslin, Civil drawings prepared by KSA and MEP drawings prepared by RWB, all dated 5/24/2017.

17-643

TITLE:	Consider/Discuss/Act on a Resolution Appointing Members to the Reinvestment Zone Number One

COUNCIL GOAL: Operational Excellence

MEETING DATE: June 20, 2017

DEPARTMENT: City Secretary

CONTACT: Sandy Hart, TRMC, MMC

RECOMMENDED CITY COUNCIL ACTION:

- Approve Resolution

ITEM SUMMARY:

- The Board of Directors shall be appointed by resolution or ordinance of the City or applicable taxing jurisdiction.
- City Council members shall be eligible for appointment to the Board of Directors and historically, the current Mayor and Council makes up seven of the nine members to the Board.
- With the elections held on May 6, 2017 and run-off on June 10, 2017, there are four positions that are open for appointment of the newly elected Council members to fill the unexpired terms ending on September 30, 2018.
- Outgoing Council members are:
    - Don Day - Term expires 09/30/2018
    - Randy Pogue - Term expires 09/30/2018
    - Travis Ussery - Term expires 09/30/2018
    - Brian Loughmiller - Term expires 09/30/2018

BACKGROUND INFORMATION:

- On September 21, 2010, the City Council adopted Ordinance 2010-09-034 establishing a tax increment financing reinvestment zone ("TIRZ") known as Reinvestment Zone Number One.
- Ordinance Number 2011-04-016 established a Board of Directors comprised of

nine (9) members for the TIRZ and provided that the City Council shall be entitled to appoint a minimum of eight (8) board members to staggered two (2) year terms and also provides that the City Council shall endeavor to appoint a member of the Planning and Zoning Commission to serve a board term concurrent with such member's Planning and Zoning Commission term.

FINANCIAL SUMMARY: N/A

BOARD OR COMMISSION RECOMMENDATION: N/A

SUPPORTING MATERIALS:

Resolution

RESOLUTION NO. 2017-06-___ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, APPOINTING MEMBERS TO THE BOARD OF DIRECTORS FOR REINVESTMENT ZONE NUMBER ONE, CITY OF MCKINNEY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on or about the 21st day of September, 2010, the City Council of the City of McKinney, Texas (hereinafter referred to as the "City Council"), approved tax increment financing reinvestment zone ("TIRZ") known as "Reinvestment Zone Number One, City of McKinney (hereinafter referred to as "TIRZ Number One"), pursuant to the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, as amended, by and through the adoption of Ordinance Number 2010-09-034 and which Ordinance was later amended by the adoption of Ordinance Number 2010-10-041 on October 19, 2010; and

WHEREAS, the City Council adopted Ordinance Number 2017-01-010 on the 17th day of January, 2017, which Ordinance amended and superseded Ordinance Number 2010-09-034, Ordinance Number 2010-10-041, and Ordinance 2011-04-016; but retained the formation date of TIRZ Number One as September 21, 2010; and

WHEREAS, Ordinance Number 2017-01-010 established a Board of Directors comprised of nine (9) members for the TIRZ and provided that the City Council shall be entitled to appoint a minimum of eight (8) board members to staggered two (2) year terms.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, THAT:

Section 1. The foregoing recitals are hereby found to be true and correct legislative and factual findings of the City of McKinney, Texas, and are fully incorporated into the body of this Resolution.

Section 2. The following persons are hereby appointed to fill the unexpired terms as members of the Board of Directors for Reinvestment Zone Number One, City of McKinney, which terms will commence on the 20th day of June, 2017 and ending on September 30, 2018:

George Fuller
La'Shadion Shemwell
Scott Elliott
Charlie Philips

Section 3. This Resolution shall take effect upon passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 20th DAY OF JUNE, 2017.

CITY OF MCKINNEY, TEXAS

_____
GEORGE C. FULLER
Mayor

ATTEST:

_____
SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

_____
MARK S. HOUSER
City Attorney

17-644

TITLE: Consider/Discuss/Act on a Resolution Appointing Members to the Reinvestment Zone Number Two

COUNCIL GOAL: Operational Excellence

MEETING DATE: June 20, 2017

DEPARTMENT: City Secretary

CONTACT: Sandy Hart, TRMC, MMC

RECOMMENDED CITY COUNCIL ACTION: Approve Resolution

ITEM SUMMARY:

- The Board of Directors shall be appointed by resolution or ordinance of the City or applicable taxing jurisdiction.
- City Council members shall be eligible for appointment to the Board of Directors and historically, the current Mayor and Council makes up seven of the nine members to the Board.
- With the elections held on May 6, 2017 and run-off on June 10, 2017, there are four positions that are open for appointment of the newly elected Council members.
- Outgoing Council members are:
    - Don Day - Term expires 09/30/2018
    - Randy Pogue - Term expires 09/30/2018
    - Travis Ussery - Term expires 09/30/2018
    - Brian Loughmiller - Term expires 09/30/2018

BACKGROUND INFORMATION:

- On September 21, 2010, the City Council adopted Ordinance 2010-09-035 establishing a tax increment financing zone ("TIRZ") known as Reinvestment Zone Number Two.
- Ordinance Number 2011-04-017 established a Board of Directors comprised of nine (9) members for the TIRZ and provided that the City Council shall be

entitled to appoint a minimum of eight (8) board members to staggered two (2) year terms and also provides that the City Council shall endeavor to appoint a member of the aviation industry.

FINANCIAL SUMMARY: N/A

BOARD OR COMMISSION RECOMMENDATION: N/A

SUPPORTING MATERIALS:

Resolution

RESOLUTION NO. 2017-06-___ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, APPOINTING MEMBERS TO THE BOARD OF DIRECTORS FOR REINVESTMENT ZONE NUMBER TWO, CITY OF MCKINNEY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on or about the 21st day of September, 2010, the City Council of the City of McKinney, Texas (hereinafter referred to as the "City Council"), approved tax increment financing reinvestment zone ("TIRZ") known as "Reinvestment Zone Number Two, City of McKinney (hereinafter referred to as "TIRZ Number Two"), pursuant to the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, as amended, by and through the adoption of Ordinance Number 2010-09-035 and which Ordinance was later amended by the adoption of Ordinance Number 2010-10-041 on October 19, 2010; and

WHEREAS, the City Council adopted Ordinance Number 2017-01-011 on the 17th day of January, 2017, which Ordinance amended and superseded Ordinance Number 2010-10-041, Ordinance Number 2010-09-035 and Ordinance Number 2010-10-041 but retained the formation date of TIRZ Number Two as September 21, 2010; and

WHEREAS, Ordinance Number 2017-01-011 established a Board of Directors comprised of nine (9) members for the TIRZ and provided that the City Council shall be entitled to appoint a minimum of eight (8) board members to staggered two (2) year terms.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, THAT:

Section 1. The foregoing recitals are hereby found to be true and correct legislative and factual findings of the City of McKinney, Texas, and are fully incorporated into the body of this Resolution.

Section 2. The following persons are hereby appointed to fill the unexpired terms as members of the Board of Directors for Reinvestment Zone Number Two, City of McKinney, which terms will commence on the 20th day of June, 2017 and end on September 30, 2018:

George Fuller
La'Shadion Shemwell
Scott Elliott
Charlie Philips

Section 3. This Resolution shall take effect upon passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 20TH DAY OF JUNE, 2017.

CITY OF MCKINNEY, TEXAS

_____
GEORGE C. FULLER
Mayor

ATTEST:

_____
SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

_____
MARK S. HOUSER
City Attorney