

**FIRST AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN
THE CITY OF MCKINNEY,
CONSTRUCTION RECYCLING AND WASTE CORPORATION,
AND OSTTEND LANDFILL, LTD. AS THE ASSIGNEE AND SUCCESSOR IN
INTEREST OF 380-MCKINNEY, L.P.**

This First Amendment to Settlement Agreement (the "First Amendment") is entered into by and between the City of McKinney, Texas ("McKinney"), Construction Recycling and Waste Corporation ("CRWC"), and Osttend Landfill, Ltd ("Osttend") for the purposes and consideration set forth herein.

RECITALS

WHEREAS, McKinney is a home rule city, a municipal corporation organized and operating in accordance with its charter and the laws of the State of Texas; and

WHEREAS, CRWC is a Texas corporation having its principal place of business in Dallas County, Texas; and

WHEREAS, 380-McKinney, L.P. ("380-McKinney") is a Texas limited partnership with its principal place of business in Dallas County, Texas; and

WHEREAS, McKinney, CRWC and 380-McKinney entered into that Settlement Agreement Between the City of McKinney, Construction Recycling and Waste Corporation, and 380-McKinney, L.P. dated the 19th day of December, 2001 (the "Agreement"); and

WHEREAS, Osttend Landfill, Ltd. ("Osttend") is a Texas limited partnership with its principal place of business in Dallas County, Texas; and

WHEREAS, the ownership of the Landfill changed hands from 380-McKinney to Osttend Landfill, Ltd. in 2014, thereby making Osttend a successor or assignee of 380-McKinney under the terms and provisions of the Agreement and all rights, obligations benefits and liabilities arising from said Agreement; and

WHEREAS, the McKinney, CRWC and Osttend (collectively the "Parties") desire to amend the Agreement, in part, to modify the allowed hours of operation and tipping fees as provided herein-below. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the promises, mutual agreements, and covenants contained in the Agreement and as modified by this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in settlement of disputed claims, McKinney, CRWC, and Osttend hereby contract and agree as follows:

1. From and after the Effective Date of this First Amendment Article V, titled "Host Fee and City Inspector," of the Agreement is hereby amended in part by deleting Section 5.1 in its entirety and replacing said Section 5.1 with a new Section 5.1 to read as follows:

"5.1 CRWC agrees to pay to McKinney a host fee for each truck that deposits waste at the Facility during the Life of the Facility of \$3.00 for each truck regardless of capacity."

2. From and after the Effective Date of this First Amendment Article V, titled "Host Fee and City Inspector," of the Agreement is hereby amended in part by deleting Section 5.4 in its entirety and replacing said Section 5.4 with a new Section 5.4 to read as follows:

"5.4 In addition to the host fee, CRWC agrees to pay McKinney the amount of Forty-Five Thousand Dollars (\$45,000.00) per year beginning on the Effective Date of this First Amendment and thereafter on January 1 of each year for the Life of the Facility to be used at McKinney's discretion to employ an inspector for the City of McKinney ("Inspector Fee")."

4. From and after the Effective Date of this First Amendment Article VIII, titled "Hours of Operation," of the Agreement is hereby amended in part by deleting Section 8.1 in its entirety and replacing said Section 8.1 with a new Section 8.1 to read as follows:

"8.1 CRWC agrees to accept waste only during the following hours:

Monday through Friday:	7:00 a.m. to 6:00 p.m.
Saturday:	7:00 a.m. to 3:30 p.m.
Sunday:	Closed"

5. From and after the Effective Date of this First Amendment Article VIII, titled "Hours of Operation," of the Agreement is hereby amended in part by deleting Section 8.2 in its entirety and replacing said Section 8.2 with a new Section 8.2 to read as follows:

"8.2. CRWC and Osttend agree that the operations of the Facility shall only occur during the following hours:

Monday through Friday:	7:00 a.m. to 7:00 p.m.
Saturday:	7:00 a.m. to 4:30 p.m.
Sunday:	Closed"

6. Except to the extent the Agreement is modified by this First Amendment, the remaining terms and conditions of the Agreement shall remain unmodified and in full force and effect.

7. In the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment shall prevail and control.

8. The Agreement and this First Amendment embody the entire understanding between the parties hereto with respect to its subject matter and can be changed only as set forth in the Agreement.

9. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same First Amendment.

10. All other provisions, terms and sections of the Agreement shall remain in full force and effect, and this First Amendment shall in no way release, affect or impair any other provision or responsibility contained in the Agreement.

EXECUTED to be effective as of this the ____ day of _____,
2020.

CITY OF MCKINNEY, TEXAS,
a Texas municipal corporation

By: _____
PAUL G. GRIMES
City Manager

Date: _____

ATTEST:

EMPRESS DRANE
City Secretary
LISA SEWELL
Deputy City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

CONSTRUCTION RECYCLING AND WASTE CORPORATION., a Texas Corporation

By: 
THOMAS F. NOONS
President

Date: January 17th, 2020

OSTTEND LANDFILL, LTD., a Texas Limited Partnership

By: Real Property Development, Ltd, a Texas Limited Partnership, Its General Partner

By: LaSalle GP, LLC, A Texas Limited Liability Company, General Partner

By: 
THOMAS F. NOONS
Manager

Date: January 17th, 2020

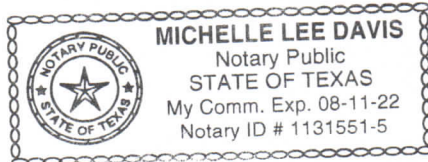
STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2020, by PAUL G. GRIMES, City Manager of the **CITY OF MCKINNEY, TEXAS** a Texas municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF COLLIN §

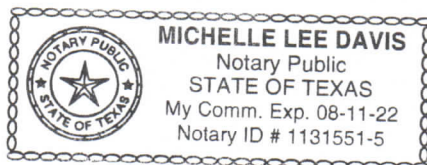
This instrument was acknowledged before me on the 17th day of January, 2020, by THOMAS F. NOONS, President of **CONSTRUCTION RECYCLING AND WASTE CORPORATION**, a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17th day of January, 2020, by THOMAS F. NOONS, in his capacity as Manager of LaSalle GP, LLC, a Texas Limited Liability Company, known to me to be the person whose signature is subscribed to the foregoing instrument, and acknowledged to me that LaSalle GP, LLC, is the General Partner of Real Property Development, Ltd, a Texas Limited Partnership, which entity is the General Partner of **OSTTEND LANDFILL, LTD.**, a Texas Limited Partnership and that executed the foregoing instrument on behalf of and as the act of **OSTTEND LANDFILL, LTD.**



[Signature]
Notary Public, State of Texas