

**AFTER RECORDING, RETURN TO:**

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

**DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF MCKINNEY, TEXAS  
AND  
CADG ERWIN FARMS, LLC  
FOR  
ERWIN FARMS PHASE 3**

THIS DEVELOPMENT AGREEMENT, is entered into effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,<sup>1</sup> by and between the **CITY OF MCKINNEY**, a Texas municipal corporation and home-rule city ("CITY"), and **CADG ERWIN FARMS, LLC**, a Texas limited liability company, whose address is 1800 Valley View Lane, Suite 300, Farmers Branch, Texas 75234-8945, ("DEVELOPER") (the CITY and the DEVELOPER may be referred to collectively as the "PARTIES"), concerning the development of the "Property" described herein-below and by metes and bounds in Exhibit "A" hereto, witnesseth that:

WHEREAS, the Subdivision Regulations of the City of McKinney, Texas contained in Chapter 142 of the Code of the City of McKinney, Texas (the "Subdivision Regulations") establish procedures and standards for the development and subdivision of real estate and for the surveying and platting thereof, requiring the installation of adequate public facilities to serve the subject property and providing penalties for violations, among other things; and

WHEREAS, DEVELOPER understands that prior to record platting the Property, the CITY's Subdivision Regulations require the DEVELOPER to fund and construct the roadway and utility improvements that are necessitated by the development of the Property; and

WHEREAS, the Subdivision Regulations also prohibit recording the Final Plat of a subdivision within the incorporated area of the City until the DEVELOPER has completed all of the public facilities required to serve the property being developed that must be dedicated to the City ("Public Improvements") or has entered into a Facilities Agreement and guaranteed to the satisfaction of the CITY such improvements will be installed; and

WHEREAS, the Texas Department of Transportation ("TxDOT") is currently studying a route for a multi-lane limited access highway ("US 380 Bypass") that is

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<sup>1</sup> If this date is omitted, the effective date shall be the date the Agreement is executed by the City.

anticipated to run along the current path of County Road 164 ("Bloomdale Road"); and

WHEREAS, TxDOT has not definitively committed to the specific location of the US 380 Bypass or started to acquire the anticipated three hundred fifty foot (350') wide right-of-way to facilitate the construction of the US 380 Bypass ("Potential Right-of-Way"); and

WHEREAS, DEVELOPER's predecessors-in-interest obtained zoning on the Property that established Planned Development Zoning for Single-Family, Office and Commercial Uses according to the requirements outlined in City of McKinney, Texas, Ordinance No. 2005-11-120, dated the 15<sup>th</sup> day of November, 2005 ("PD Ordinance"); and

WHEREAS, DEVELOPER has submitted a plat for the Property identified as **Erwin Farms Phase 3** subdividing the Property into single-family residential lots consistent with the PD Ordinance; and

WHEREAS, the northern boundary for the plat of the Property identified as **Erwin Farms Phase 3** abuts County Road 164 ("Bloomdale Road"); and

WHEREAS, the plat for **Erwin Farms Phase 3** indicates the Property is bisected by two parallel gas line easements, which easements are a combined eighty feet (80') in width, more or less, that run between east and west boundaries of the Property (the "Gas Lines"); and

WHEREAS, it appears from the plat for **Erwin Farms Phase 3** that the Gas Lines provide a distinct separation or barrier between the neighborhood located north of the Gas Lines and the remainder of **Erwin Farms Phase 3** located to the south of the Gas Lines; and

WHEREAS, it also appears from the plat for **Erwin Farms Phase 3** that the Gas Lines are located approximately three hundred feet (300') to three hundred seventy-five feet (375') south of Bloomdale Road; and

WHEREAS, the Gas Lines divide the neighborhood located between Bloomdale Road and the Gas Lines (the "Northern Area") from the remainder of **Erwin Farms Phase 3**; and

WHEREAS, it appears that the Northern Area is located within the Potential Right-of-Way for the US 380 Bypass; and

WHEREAS, DEVELOPER is required to design and construct certain internal roads and perimeter roads, including a portion of Bloomdale Road, as well as potable drinking water lines, sanitary sewer lines, other utilities, and perimeter

screening (collectively "Required Improvements") to serve the Northern Area within the Potential Right-of-Way; and

WHEREAS, TxDOT will purchase and/or condemn the land necessary for the Potential Right-of-Way once the final alignment of the US 380 Bypass is determined; and

WHEREAS, if the final alignment of the US 380 Bypass is placed upon and across the Northern Area, as currently being studied by TxDOT, the Required Improvements installed and constructed by DEVELOPER for **Erwin Farms Phase 3** within the Northern Area will be rendered unnecessary and removed by TxDOT; and

WHEREAS, DEVELOPER desires to record the Record Plat of a subdivision in the CITY, to be known as **Erwin Farms Phase 3** (the "Plat") prior to TxDOT's determination regarding the final alignment of the US 380 Bypass; and

WHEREAS, the City has approved the Phase #3 civil plans, as amended, and the Bloomdale Road civil plans, as amended (collectively, the "Phase #3 Construction Plans"); and

WHEREAS, the City requested that the Developer consider the final alignment of the US 380 Bypass, which affected development of 34 Phase #3 lots located in the Northern Area; and

WHEREAS, DEVELOPER and CITY have agreed to enter into this Development Agreement to allow DEVELOPER to record the plat and begin developing the Property as **Erwin Farms Phase 3** while delaying the development of the single-family lots located within the Northern Area and either deferring or modifying certain of the standards for the Required Improvements necessary to serve those lots in an effort to avoid unnecessary costs on the part of DEVELOPER and waste;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the DEVELOPER do mutually contract and agree as follows, to-wit:

A. INCORPORATION OF RECITALS

The Recitals set forth above, are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

B. PROPERTY

This Agreement is for Property located in the City of McKinney, in an area located generally south of Erwin Park on the south side of County Road 164 ("Bloomdale

Road”) and north of Holley Ridge Way in the City of McKinney, Collin County, Texas, containing approximately 85.668 acres of land, more fully described in Exhibit “A” attached hereto and fully incorporated herein by reference (the “Property”).

#### C. ZONING & PLATTING

The Property is already zoned with the PD Ordinance, identified above, for single-family uses on a mixture of 6,000, 7,200, and 8,800 square foot lots with a mean and median lot size for the overall property including the previously developed portions and the Property.

A record plat with 242 single-family residential lots, 1 park, and 14 common areas has been approved by the City as **Erwin Farms Phase 3** (the “Development”) in accordance with the PD Ordinance and the City’s Subdivision Regulations. DEVELOPER hereby agrees and confirms that DEVELOPER will continue to develop the Development consistent with the approved record plat for **Erwin Farms Phase 3** including any conditions imposed thereon by the Planning and Zoning Commission and/or the City Council and subject also to the conditions set forth in this Agreement (the “Record Plat”).

#### D. DELAY TO DEVELOPMENT OF THE NORTHERN AREA

DEVELOPER hereby agrees that DEVELOPER will not develop the Northern Area and specifically the lots identified in the currently approved record plat for **Erwin Farms Phase 3** as: Block K, Lot 44 (“Lot 44-K”); Block R, Lots 16 through 36 (“Lots R-16 through R-36”); Block T, Lots 1 through 13 (“Lots T-1 through T-13”); and Common Areas R-1, R-2, and T-1 together with any and all other tracts of land situated in the Northern Area all of which lots are hereinafter referred to collectively as the “Delayed Lots” until the earlier of:

- (1) a period of five (5) years from and after the execution of this Agreement by the last party to sign; or
- (2) TxDOT announces that the final approved alignment for the US 380 Bypass does not include the area covered by the Delayed Lots (collectively the “Delay Period”).

More particularly, DEVELOPER will not seek any building permits or green tags for any development activities on and about the Delayed Lots during the Delay Period.

#### E. PERIMETER SCREENING WALL AND GAS LINE SCREENING WALL

1. Required for Recording Record Plat – Perimeter Screening Wall South of Gas Lines. DEVELOPER will be required prior to the recording of the Record Plat with Collin County to construct a Screening Device along the northern boundary of the lots identified as Lots 1 through 15 in Block R that are located immediately adjacent



to and abutting the southern boundary of the Gas Lines or within a wall access easement that extends between the western property line and Limousine Parkway as shown on the attached Exhibit F. This Screening Device will consist of a continuous masonry screening wall in accordance with Section 142-106 of the Subdivision Regulations, as amended.

2. Temporary Exception for Perimeter Screening Wall Along Northern Perimeter. Developer will not, however, be required to construct perimeter screening and buffering (the "Screening Device") along the northern perimeter of the Property as a condition of recording the Record Plat with Collin County until such time as DEVELOPER undertakes the development of the Delayed Lots following the conclusion of the Delay Period.

If at any time in the future DEVELOPER, or DEVELOPER's successor-in-interest, or any other person or party seeks to obtain a building permit to build on any of the Delayed Lots, the Screening Device required along the northern perimeter of the Property consisting of a continuous masonry screening wall or a wrought iron fence with masonry columns and evergreen shrubs shall first (and before the issuance of any building permits for any one or more of the Delayed Lots) be constructed and installed in accordance with Section 142-106 of the City's Subdivision Regulations, and as amended.

#### F. PUBLIC IMPROVEMENTS

All Public Improvements, including utilities, drainage easements, sidewalks, street lighting, street signage, park land dedication and all other required improvements and dedications, shall be provided by DEVELOPER at no cost to CITY, in accordance with the CITY's Subdivision Regulations and as approved by CITY Engineer, prior to issuance of any Certificate of Occupancy. Engineering studies, plan/profile sheets, and other construction documents shall be provided by DEVELOPER at the time of platting as required by the Subdivision Regulations. Such plans have been approved by CITY Engineer or his agent.

##### 1. THOROUGHFARES

DEVELOPER shall dedicate, as a part of the Public Improvements and at no cost to CITY, that amount of right-of-way along perimeter roadways adjacent to the Property (as reflected on the Record Plat) which dedication will yield one-half (½) of the ultimate right-of-way width that is not already dedicated by plat or legal instrument as road right-of-way at such time as the Property is platted or developed. If platting or development of the Property is delayed beyond the Delay Period and the perimeter roadway right-of-way that is identified on the Record Plat for dedication to the CITY for Bloomdale Road has not previously been dedicated in its entirety and if the CITY intends to construct Bloomdale Road, the DEVELOPER will dedicate the entirety of the perimeter roadway right-of-way so identified on the Record Plat to the CITY as right-of-way for the CITY's construction

of Bloomdale Road and all appurtenances related thereto upon receipt of the written request of the CITY's Engineer. TxDOT or the County shall acquire any other or additional right-of-way along perimeter roadways adjacent to the Property that is not identified for dedication to the City on the Record Plat. DEVELOPER shall dedicate all right-of-way for the interior streets serving the Property at the time of development. Specific uses may require additional right-of-way dedication at the time of site plan approval.

DEVELOPER shall construct, as part of the Public Improvements and at no cost to CITY, roadway improvements in accordance with the CITY's Subdivision Ordinance and Street Design Standards then in effect. All roadway construction plans have been approved by CITY's Engineer or his agent. No Thoroughfare Improvements are being deferred by this Agreement.

Notwithstanding the foregoing, given the potential impacts of the US 380 Bypass being routed upon and along Bloomdale Road (CR 164), CITY agrees to accept the following modifications to the standards applicable to the dedication and construction of Bloomdale Road (CR 164):

a. Right-of Way Dedication.

(1) Bloomdale Road. The DEVELOPER shall dedicate to the CITY, at no cost to the CITY, that portion of the right-of-way for Bloomdale Road that is located under the existing paving for Bloomdale Road together with any necessary utility and drainage easements with the record plat for **Erwin Farms Phase 3**. DEVELOPER shall dedicate the balance of the required right-of-way for DEVELOPER's one-half ( $\frac{1}{2}$ ) of the ultimate right-of-way width for Bloomdale Road at such time as DEVELOPER seeks a building permit for any one or more of the Delayed Lots.

(2) Limousine Parkway. DEVELOPER will dedicate the right-of-way for Limousine Parkway from the northern boundary of the Gas Lines and extending in a southerly direction to its terminus within the Property to the CITY, at no cost to the CITY, as required by the Subdivision Regulations. DEVELOPER will dedicate a thirty-five foot (35') wide public roadway easement for Limousine Parkway extending north from the northern edge of the Gas Lines across the Northern Area to Bloomdale Road (the "Northern Portion of Limousine") to the CITY, at no cost to the CITY, as required by the Subdivision Regulations. Developer shall not be required to dedicate the Northern Portion of Limousine to the CITY as public roadway right-of-way until and unless the Delayed Lots are developed.

b. Roadway Construction. The DEVELOPER shall construct, at no cost to the CITY, all required roadway improvements in accordance with the CITY's Subdivision Ordinance and Street Design Standards, and in accordance with plans already approved by the City.

- (1) Bloomdale Road. Notwithstanding the foregoing requirements, CITY specifically agrees that DEVELOPER can record the record plat for **Erwin Farms Phase 3** to the south side of the Gas Lines before Bloomdale Road has been constructed and final accepted by CITY. However, no final green tags or certificates of occupancy will be issued for any building or structure within **Erwin Farms Phase 3** until such time as Bloomdale Road has been constructed and final accepted by CITY.

CITY also agrees that DEVELOPER may build Bloomdale Road (CR 164) to a reduced roadway standard, which reduced standards will need a Staff-approved variance from the requirements of the Design Manual, in light of the potential that Bloomdale Road is either removed entirely or turned into an access road for the US 380 Bypass as follows:

- (a) A twenty-six-foot (26') wide pavement area with two twelve-foot (12') wide lanes;
  - (b) The pavement may be constructed with six inches (6") of concrete pavement with #3 rebar on twenty-four-inch (24") centers over the existing road base and/or new base and/or lime stabilized subgrade;
  - (c) The subgrade shall be modified as necessary to maintain a level driving surface;
  - (d) No curb and gutter will be required;
  - (e) A modified drainage design will be required including a bar ditch with culverts crossing under Bloomdale and any intersecting roads and driveways that meet the City's drainage design criteria; and
  - (f) Meet roadway clear zone requirements.
- (2) Limousine Parkway. Notwithstanding the foregoing requirements, CITY specifically agrees that DEVELOPER may construct that portion of the collector street named Limousine Parkway which extends north from the northern boundary of the Gas Lines to Bloomdale Road to a reduced roadway standard, which reduced standards will need a Staff-approved variance from the requirements of the Design Manual as follows:

- (a) A twenty-six-foot (26') wide pavement area with two twelve-foot (12') wide lanes;
- (b) The pavement may be constructed with six inches (6") of concrete pavement with #3 rebar on twenty-four-inch (24") centers over the existing road base and/or new base and/or lime stabilized subgrade;

- (c) The subgrade shall be modified as necessary to maintain a level driving surface;
- (d) No curb and gutter will be required;
- (e) A modified drainage design will be required including a bar ditch with culverts crossing under Bloomdale and any intersecting roads and driveways that meet the City's drainage design criteria; and
- (f) Meet roadway clear zone requirements.

## 2. UTILITIES

DEVELOPER shall dedicate all easements and construct, at no cost to CITY, all necessary utility lines specifically including, but not limited to, any necessary off-site and oversize utility improvements to provide service to the PROPERTY in accordance with CITY standards, at such time as demand of the development on the PROPERTY requires or concurrent with the development of the PROPERTY, as determined by CITY. DEVELOPER shall construct all necessary utility lines to serve the interior of the PROPERTY; said lines shall be at least eight inches (8") in diameter or larger as demand of the development on the PROPERTY requires. All utility plans and improvements are subject to the approval of CITY's Engineer. The Utility Improvements that are being deferred by this Agreement to allow the early recording of the Record Plat are described on the attached Exhibit B, which is fully incorporated herein by reference.

The utility improvements in the Northern Area intended to serve ONLY the Delayed Lots will not be dedicated to the CITY until the Delay Period has expired or terminated. The existing infrastructure within the Northern Area intended to serve ONLY the Delayed Lots in place at the date of execution of this Agreement shall be allowed to remain and utilized if the Delayed Lots are developed, subject to testing and approval by the City. Notwithstanding the foregoing provisions regarding delays related to utility improvements intended to serve ONLY the Northern Area, DEVELOPER shall still be obligated to construct and shall construct all utility improvements within, along and about the Northern Area that are necessary to provide proper connectivity and utility service to and through the Property.

## G. ESCROW

1. DEVELOPER shall escrow a cash deposit with the CITY in an amount equal to one hundred percent (100%) of the total estimated cost to design and construct the Required Improvements (the "Escrow Amount") as determined from the existing installation contract that is attached hereto as Exhibit C plus the cost of any change orders required to complete the work in accordance with all applicable

federal, state, and local statutes, laws, regulations, policies, guidelines, and ordinances. The Escrow Amount shall be paid to CITY before the execution of this Agreement by the CITY and before the recordation of the Record Plat with Collin County.

2. The Required Improvements which are the subject of this Escrow Agreement are more fully described in Exhibit B and depicted generally in Exhibit D attached hereto and incorporated herein by reference. The CITY shall hold these funds in an interest-bearing escrow account in accordance with this Agreement. The escrow account interest rate shall be established in the CITY's discretion and may vary. The Escrow Amount together with any interest on the escrow account shall be used by the CITY to pay for the design and installation of the Required Improvements and to cover unexpected or incidental costs of completion, including the CITY's administrative expenses.
3. The installation contract (cost estimate) must include a projected cost of purchasing a payment bond and performance bond, which meet the requirements of Chapter 252 of the Texas Local Government Code and Chapter 2253 of the Texas Government Code, in the full amount of the Required Improvements. The installation contract (cost estimate) must also include a projected cost of purchasing a maintenance bond in the amount of fifteen percent (15%) of the estimated cost of the Required Improvements from a reputable and solvent corporate surety, in favor of CITY, to indemnify City against any repairs arising from defective workmanship or materials used in any part of the construction of improvements to Property, for a period of two (2) years from the date of final acceptance of such improvements.
4. DEVELOPER agrees and understands that the CITY makes no assurances or representations that the Required Improvements will be constructed and accepted prior to any date certain or in conjunction with the completion or acceptance of any particular phase of the work on the **ERWIN FARMS PHASE 3** subdivision. The CITY shall be allowed to undertake the design, construction and acceptance of the Required Improvements at such time as the CITY deems it desirable or necessary, and in the sole discretion of the CITY.
5. The DEVELOPER agrees that the CITY shall have the right to enter upon DEVELOPER'S property to survey, stake, bore, construct and install the Required Improvements at such time as the CITY deems necessary. The CITY may at its sole option and discretion enter into one or more agreements with third parties who shall be authorized to design and/or construct the Required Improvements and enter upon DEVELOPER'S property to survey, stake, bore, construct and install the Required Improvements at the CITY's direction.
6. DEVELOPER specifically authorizes the CITY to utilize the funds escrowed pursuant to this Agreement to pay for the design and construction of the Required Improvements and all necessary appurtenances to said improvements. Upon

acceptance of the Required Improvements and the payment of any and all costs and expenses associated with the Required Improvements, any unused amount of the Escrow Deposit held by CITY shall be returned to DEVELOPER.

7. In the event that DEVELOPER's Escrow Amount is less than the actual cost and expense of designing and constructing the Required Improvements including, but not limited to, all necessary related costs such as acquiring payment bonds, performance bonds, maintenance bonds and insurance coverage for the design and construction of the Required Improvements DEVELOPER shall reimburse the CITY for any and all additional costs and expenses ("Underpayment"). DEVELOPER shall reimburse the CITY the total amount of any Underpayment within thirty (30) days after the CITY provides DEVELOPER notice of Underpayment. If DEVELOPER fails to timely reimburse the CITY for any Underpayment, CITY shall be authorized to revoke certificates of occupancy previously issued for the Property and shall further be entitled to issue stop work orders and withhold the issuance of any further permits and certificates of occupancy until DEVELOPER or DEVELOPER's successor-in-interest reimburses CITY for the Underpayment.
8. If (a) the approximately one thousand five hundred forty-seven linear feet (1,547') of twelve-inch (12") diameter C900 PVC DR-18 waterline together with all related appurtenances along the frontage of the Property parallel to the planned improvements along Bloomdale Road (the "Water Line") for which Water Line DEVELOPER has escrowed funds has not yet been constructed and (b) TxDOT acquires the Northern Area for the final alignment of the US 380 Bypass and (c) the CITY decides to construct the Water Line along the northern side of the US 380 Bypass rather than along the frontage of the Property parallel to the planned improvements along Bloomdale Road, the CITY will promptly following such determinations return the Escrow to DEVELOPER. If the CITY installs the Water Line in accordance with the Master Plan along the southern side of Bloomdale Road or in an area between the south side of the US 380 Bypass and the south side of the Gas Lines should TxDOT acquire the Northern Area for the final alignment of the US 380 Bypass, the CITY will refund to DEVELOPER upon final acceptance of and payment for the Required Improvements any funds then remaining in the Escrow, if any.

#### H. PARKLAND

The DEVELOPER is required to dedicate parkland concurrent with platting and development of the Property to provide for the recreational needs created by the development of the Property in accordance with the Subdivision Ordinance then in effect, or such other ordinance as may hereafter be adopted by the CITY regarding parkland dedication, and as determined by the CITY's Parks Department. In the alternative and subject to the determination of the Director of the CITY's Parks Department all or part of the DEVELOPER's parkland dedication requirements may be satisfied by the payment of money in lieu of land. The amount of cash to be paid

in lieu of parkland dedication shall be determined based upon the Collin Central Appraisal District's most recent appraisal of all or part of the Property at the time the fees are paid for any future phase of development and shall be computed under the current ordinance requirement of one (1) acre of parkland dedication, outside of any floodplain on the Property, for each fifty (50) single-family residential lots.

1. As the CITY's park dedication requirements apply specifically to that portion of **Erwin Farms Phase 3** situated south of the Gas Lines (the "Southern Area"), DEVELOPER shall be responsible for dedicating parkland and/or paying money in lieu of land concurrent with platting and development of the Southern Area. However, to the extent that Developer's dedication of Lot 44-K (containing 3.323 acres of land more or less) to the CITY in satisfaction of its parkland dedication requirements for the Southern Area is delayed by the fact that Lot 44-K is located within the Northern Area and is one of the Delayed Lots, the DEVELOPER may defer the dedication or payment of fees in lieu of dedication for up to one hundred sixty-six (166) lots situated within the Southern Area until thirty (30) days after the earlier of the following:
  - a. a period of five (5) years from and after the execution of this Agreement by the last party to sign provided that TxDOT has still not announced that the Northern Area falls within the area covered by the final approved alignment for the US 380 Bypass, at which time DEVELOPER shall dedicate Lot 44-K to the City for use as parkland; or
  - b. the date on which TxDOT or Collin County or someone acting on their behalf purchase Lot 44-K from DEVELOPER, at which time DEVELOPER shall pay CITY fees in lieu of dedication in an amount equal to the number of lots for which DEVELOPER has not already paid CITY in the Southern Area. Notwithstanding anything to the contrary, the Parties agree that the payment of fees in lieu of parkland dedication required under this Agreement shall be based on the current Collin County Appraisal District valuation of the Property at Fifty Thousand Dollars (\$50,000) per acre multiplied by the outstanding acreage of park land required to be dedicated to the CITY.
2. As the CITY's park dedication requirements apply specifically to the Northern Area of **Erwin Farms Phase 3** CITY agrees that DEVELOPER is not required to dedicate parkland to the CITY or pay the City fees in lieu of dedication in satisfaction of Developer's park dedication requirements under the Subdivision Ordinance unless and until such time as DEVELOPER develops the Northern Area.

#### I. CITY DEVELOPMENT ORDINANCES

DEVELOPER shall develop the Property in accordance with the standards as set forth in City of McKinney zoning, subdivision and land development ordinances, including but not limited to provisions as to drainage, erosion control, pro rata payments, storm

water, tree preservation, park land dedication, hike and bike trails, impact fees as provided herein, Street Design Standards, Public Improvements Policy and construction standards.

J. NO WAIVER

DEVELOPER expressly acknowledges that by entering into this Agreement, DEVELOPER, its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any Exhibits as waiving any of the requirements of the Zoning Ordinance or Subdivision Ordinance or any other ordinance of the CITY except as herein specifically agreed.

K. VARIANCES

It is expressly acknowledged that only those variances to the Zoning Ordinance and Subdivision Ordinance or other applicable CITY ordinances stipulated in attached Exhibit E, if any, are granted by CITY for this subdivision and/or development. If no variances are granted, Exhibit E shall state "No variances for this Property are granted and none shall be allowed."

L. INDEMNITY AND HOLD HARMLESS AGREEMENT

**DEVELOPER, its successors, assigns, vendors, grantees, and/or trustees do hereby agree to fully indemnify, protect and hold CITY harmless from all third-party claims, suits, judgments, and demands, including its reasonable attorney's fees, arising out of the sole or concurrent negligence of DEVELOPER, and only to the extent or percentage attributable to DEVELOPER, in the subdividing, development, or construction of public improvements, including the negligent maintenance thereof. DEVELOPER shall not be responsible for or be required to indemnify CITY from CITY'S own negligence. The indemnity contained in this Paragraph shall expire five (5) years from the date of final acceptance of each phase of the improvements.**

M. REVOCATION

In the event DEVELOPER fails to comply with any of the provisions of this Agreement following thirty (30) days' written notice and opportunity to cure, CITY shall be authorized to revoke any and all Certificates of Occupancy that may have been previously issued in relation to the subdivision and/or development of Property; and CITY shall be further authorized to file this instrument in the records of Collin County as a Mechanic's Lien against DEVELOPER 'S property; and in the alternative, CITY shall be authorized to levy an assessment against DEVELOPER'S property for public improvements to be held as a tax lien against the Property by CITY.

N. ROUGH PROPORTIONALITY AND WAIVER OF CLAIMS

DEVELOPER has been represented by legal counsel in the negotiation of this Agreement and been advised, or has had the opportunity to have legal counsel review



this Agreement and advise DEVELOPER, regarding DEVELOPER's rights under Texas and federal law. DEVELOPER hereby waives any requirement that the CITY retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the CITY as a condition of approval for the development of this Property are roughly proportional or roughly proportionate to the proposed development's anticipated impact. (These exactions may include but are not limited to the making of dedications or reservations of land, the payment of fees, the construction of facilities, and the payment of construction costs for public facilities.) DEVELOPER specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with Tex. Loc. Gov't Code § 212.904. However, notwithstanding the foregoing, DEVELOPER hereby releases the City from any and all liability under Tex. Loc. Gov't Code § 212.904 regarding or related to the cost of those municipal infrastructure improvements required for the development of the Property.

It is the intent of this Agreement that the provision for roadway and utility improvements made herein constitutes a proportional allocation of DEVELOPER's responsibility for roadway and utility improvements for the Property. DEVELOPER hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Tex. Loc. Gov't. Code. DEVELOPER further releases CITY from any and all claims based on excessive or illegal exactions; it being agreed that DEVELOPERS' infrastructure contribution(s) (after receiving all contractual offsets, credits and reimbursements) is roughly proportional or roughly proportionate to the demand that is placed on the roadway and utility systems by DEVELOPER's Property. DEVELOPER further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and DEVELOPER acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. **DEVELOPER shall indemnify and hold harmless CITY from any claims and suits of third parties, including but not limited to DEVELOPER's successors, assigns, grantees, vendors, trustees or representatives, brought pursuant to this Agreement or the claims or types of claims described in this paragraph.**

#### O. CONTINUITY

This Agreement shall be a covenant running with the land, and be binding upon DEVELOPER, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

#### P. NOTICES

All Notices shall be in writing, shall be signed by or on behalf of the PARTY giving the Notice, and shall be effective as follows: (a) on or after the 3rd business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) 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 (c) 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). All Notices given pursuant to this section shall be addressed as follows:

To the DEVELOPER: CADG Erwin Farms, LLC,  
Attn: Mehrdad Moayed  
1800 Valley View Lane  
Suite 300  
Farmers Branch, Texas 75234-8945

To the CITY: City of McKinney  
Attn: City Manager  
P.O. Box 517  
222 N. Tennessee Street  
McKinney, Texas 75069  
Fax: (972) 547-2607

The PARTIES will have the right from time to time to change their respective addresses upon written notice to the other PARTY given as provided above. If any date or notice period described in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period for calculating the Notice will be extended to the first business day following such Saturday, Sunday or legal holiday.

Q. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the PARTIES relative to the subject matter hereof. There have not been and are no agreements, covenants, representations or warranties among the PARTIES, either oral or written, relative to such subject matter other than those expressly stated or provided for herein.

R. PARTIES BOUND/PROPERTY BENEFITED

This Agreement shall be binding upon and inure to the benefit of the authorized successors and/or assigns of the PARTIES. The PARTIES hereto acknowledge that each has entered into this Agreement willingly and that each PARTY has equal bargaining powers. Neither PARTY has been coerced or has acted under duress.

S. ASSIGNABILITY

This Agreement shall not be assignable by DEVELOPER without the prior written consent of the CITY, and such consent shall not be unreasonably withheld, conditioned or delayed.

T. TERMINATION AND RELEASE

Upon satisfactory completion by DEVELOPER and final acceptance by CITY of all requirements of this Agreement, this Agreement shall terminate and CITY will execute a release of covenant to DEVELOPER, its heirs, successors, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future. This Agreement shall not terminate until the requirements of all parties have been fulfilled.

U. APPLICABLE LAW; VENUE

This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the PARTIES are performable in Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court.

V. COUNTERPART ORIGINALS

This Agreement may be executed in multiple counterpart originals, each of which shall have equal dignity and effect.

W. NO THIRD-PARTY BENEFICIARIES

This Agreement only inures to the benefit of, and may only be enforced by, the PARTIES. 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.

X. CONFLICT OF INTEREST

DEVELOPER covenants and agrees that DEVELOPER and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by DEVELOPER pursuant to this Agreement will be conducted by employees, associates or subcontractors of DEVELOPER.

DEVELOPER shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time DEVELOPER submits this signed Agreement to CITY, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The DEVELOPER must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the DEVELOPER must sign the printed

copy of the form and complete the “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The completed Form 1295 with the certification of filing must be filed with the CITY.

The CITY must notify the Commission, using the Commission’s filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Agreement binds all parties to the Agreement. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the CITY.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

#### Y. GENERAL PROVISIONS

1. DEVELOPER hereby relieves CITY of any responsibilities for any inadequacies in the preliminary plans, exhibits and cost estimate supplied for the purpose of this Agreement, and further agrees that DEVELOPER will comply with CITY’S Subdivision Regulations, Street Design Standards, Public Improvements Policy and any other applicable policies, rules, regulations and ordinances of CITY regarding development of the Property.
2. DEVELOPER agrees that construction shall not begin on any proposed improvements to the Property prior to City Council approval of this Agreement.
3. DEVELOPER agrees that all coordination required with public and/or private utility agencies to eliminate conflicts with proposed street grades or underground improvements shall be the responsibility of DEVELOPER. Likewise, coordination with agencies requiring special conditions (i.e., railroads and the Texas Department of Transportation) shall be the responsibility of DEVELOPER.
4. This Agreement does not constitute a “permit” under Chapter 245 of the Texas Local Government Code and no “rights” are vested by this Agreement; however, nothing in this Agreement shall constitute a waiver by DEVELOPER of any rights of DEVELOPER under said Chapter 245 to the extent only that such rights may vest through some other application not related to the annexation of the Property.
5. CITY agrees to record said Plat at such time as the Plat complies with the requirements set forth by the Subdivision Regulations of CITY, and has been approved in the manner described therein.

**CITY OF McKINNEY**

By: \_\_\_\_\_  
PAUL G. GRIMES  
City Manager

Date Signed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
EMPRESS DRANE  
City Secretary  
JOSHUA STEVENSON  
Deputy City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK S. HOUSER  
City Attorney

THE STATE OF TEXAS   §  
COUNTY OF COLLIN    §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared PAUL G. GRIMES, City Manager of the **CITY OF McKINNEY**, a Texas Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on CITY's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_\_

**DEVELOPER**

**CADG Erwin Farms, LLC,**  
a Texas limited liability company

By: Centamtar Terras, LLC  
a Texas limited liability company  
Its Manager,

By CTMGT, LLC  
a Texas limited liability company  
Its Sole Manager and Member

By: [Signature]  
MEHRDAD MOAYEDI  
Sole Manager and Member

Date Signed: 12/10/2020

THE STATE OF TEXAS,  
COUNTY OF Dallas

This instrument was acknowledged before me on the 10 day of December, 2020, by MEHRDAD MOAYEDI, in his capacity as Sole Manager and Member of CTMGT, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that CTMGT, LLC is the Sole Manager and Member of Centamtar Terras, LLC, a Texas limited liability company, and that Centamtar Terras, LLC is the Manager of **CADG ERWIN FARMS, LLC**, a Texas limited liability company, and that he executed the same on behalf of and as the act of **CADG ERWIN FARMS, LLC**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 10th DAY OF December, 2020.



[Signature]  
Notary Public Dallas County, Texas  
My commission expires 1/5/2021

**Exhibit "A"**  
**Description of Property**  
**(Containing Approximately 85.668 Acres of Land)**

**LEGAL DESCRIPTION:**

WHEREAS, CADG ERWIN FARMS, LLC, a Texas limited liability company (ERWIN FARMS), is owner of an 85.668 acre tract or parcel of land situated in the HENRY H. TUCKER SURVEY, ABSTRACT NUMBER 907, in the City of McKinney, Collin County, Texas, same being a portion of the called 87.923 acre tract described as PHASE 3 in a deed to CADG ERWIN FARMS, LLC, as recorded in Clerk's File Number 20170223000236820 of the Land Records of Collin County, Texas, being more particularly described as follows;

BEGIN at a 1/2" capped iron rebar (PETSCH & ASSOC., INC.) found at the northeast corner of ERWIN FARMS, PHASE 1, according to the Record Plat thereof, as recorded in Volume 2015, Pages 694 through 696, of the Plat Records of Collin County, Texas, same being the northwest corner of the remaining portion of TIMBER CREEK PROPERTIES, LLC, TRACT 3, as described in Clerk's file No. 20080904001073680 of the Land Records of Collin County, Texas, also being on the south line of TIMBER CREEK PHASE 2, according to the Record Plat thereof, as recorded in Volume 2016, Pages 220 through 223 of the Plat Records of Collin County, Texas;

THENCE S 89°26'41" W, along the easterly most north line of said ERWIN FARMS, PHASE 1 and the southerly line of said TIMBER CREEK PHASE 2, a distance of 195.68 feet to a 1/2" capped iron rebar (PETSCH & ASSOC., INC.) found for an el corner;

THENCE N 01°24'16" W, along the northerly most east line of said ERWIN FARMS, PHASE 1 and the westerly line of said TIMBER CREEK PHASE 2, a distance of 75.30 feet to a 1/2" iron rebar found for corner at the westerly most northeast corner of said ERWIN FARMS, PHASE 1, said corner also being on the westerly line of said TIMBER CREEK PHASE 2, said corner also being the POINT OF BEGINNING of the hereinafter described tract or parcel of land;

THENCE in a westerly direction, along the north boundary of said ERWIN FARMS, PHASE 1, the following six (6) courses;

- 1.) S 88°33'11" W a distance of 14.94 feet to a 1/2" iron rebar found for corner at the beginning of a curve to the left, having a radius of 650.00 feet, a central angle of 8°30'11 and a chord of S 84°18'05 W, 96.37 feet;
- 2.) In a westerly direction, along the arc of said curve, a distance of 96.46 feet to a 1/2" capped iron rebar (PETSCH & ASSOC., INC.) found for corner at the end of said curve;
- 3.) S 88°34'54" W a distance of 316.25 feet to a nail & disc (PETSCH & ASSOC., INC.) found for corner at an angle point;
- 4.) S 51°01'26" W a distance of 99.19 feet to a 1/2" capped iron rebar (PETSCH & ASSOC., INC.) found for corner at an angle point;
- 5.) S 89°26'47" W a distance of 788.83 feet to a 1/2" capped iron rebar (PETSCH & ASSOC., INC.) found for corner at an angle point;
- 6.) S 89°21'08" W a distance of 24.81 feet

to a 3/8" iron rebar found for corner on a west line of said CADG ERWIN FARMS, LLC tract also being on the easterly boundary of a called 105.86 acres tract to JOPLIN PARTNERS, LTD., as recorded in Clerk's File No. 97-0002198 of the Land Records of Collin County, Texas;

THENCE in a northerly direction, along the west line of said CADG ERWIN FARMS, LLC tract and the east line of said JOPLIN PARTNERS, LTD. tract, the following three (3) courses;

- 1.) N 00°50'18" W a distance of 828.61 feet to a 1/2" capped iron rebar (PETSCH & ASSOC., INC.) found corner at an angle point;
- 2.) N 83°03'40" W a distance of 473.33 feet to a 1/2" capped iron rebar (PETSCH & ASSOC., INC.) found corner at an angle point;
- 3.) N 05°16'37" E a distance of 1562.52 feet

to a 1/2" iron rebar found for corner at the southwest corner of BLOOMDALE ROAD, according to the Record plat thereof, as recorded in Volume , Page 2019 of the Plat Records of Collin County, Texas;

THENCE in an easterly direction, along the south boundary of said BLOOMDALE ROAD, the following eight (8) courses;

- 1.) N 89°32'08" E a distance of 800.69 feet to a 1/2" capped iron rebar (PETSCH & ASSOC., INC.) found for corner at an angle point;
- 2.) S 84°11'13" E a distance of 100.60 feet to a 1/2" capped iron rebar (PETSCH & ASSOC., INC.) found for corner at an angle point;
- 3.) N 89°32'08" E a distance of 124.94 feet to a 1/2" capped iron rebar (PETSCH & ASSOC., INC.) found for corner at an angle point;
- 4.) N 44°24'24" E a distance of 34.69 feet to a 1/2" capped iron rebar (PETSCH & ASSOC., INC.) found for corner at an angle point;
- 5.) S 87°05'17" E a distance of 60.00 feet to a 1/2" capped iron rebar (PETSCH & ASSOC., INC.) found for corner on the arc of a curve having a radius of 630.00 feet, a central angle of 1°19'28, and a chord of N 2°15'00" E, 14.56 feet;
- 6.) in a northerly direction, along the arc of said curve, a distance 14.56 feet to a 1/2" capped iron rebar (PETSCH & ASSOC., INC.) found for corner at the end of said curve;
- 7.) N 44°59'42" E a distance of 35.60 feet to a 1/2" capped iron rebar (PETSCH & ASSOC., INC.) found for corner at an angle point
- 8.) N 89°32'08" E a distance of 412.00 feet

to a 1/2" capped iron rod (PETSCH & ASSOC., INC.) found for corner at the southeast corner of said BLOOMDALE ROAD, also being in the east line of said CADG ERWIN FARMS, LLC tract, said corner also being in the west line of a called 196.7 acres to TIMBER CREEK PROPERTIES, LLC, as described in Tract 1 of Clerk's File No. 20080904001073680 of the Land Records of Collin County, Texas;

THENCE in a southerly direction, along the easterly boundary of said CADG ERWIN FARMS, LLC and the westerly boundary of said TIMBER CREEK PROPERTIES, LLC tract, the following three (3) courses;

- 1.) S 01°25'38" E a distance of 811.73 feet to a 1/2" iron rebar found for at an angle point;
- 2.) N 88°31'54" E a distance of 50.05 feet to a 1/2" iron rebar found for corner at an angle point;
- 3.) S 01°24'16" E a distance of 1556.10 feet

back to the POINT OF BEGINNING, and containing 85.668 acres (3,731,713 square feet) of land, more or less.

**EXHIBIT B**  
*Public Utility Improvements*

DEVELOPER is responsible for the construction of the required public utility improvements detailed below. However, the CITY has requested and the DEVELOPER has concurred to deferring construction of the required public utility improvements detailed below. The CITY has also agreed to design and/or construct the facilities detailed below, or cause the same to be designed and/or constructed. DEVELOPER has agreed to escrow with the CITY an amount equal to at least one hundred percent (100%) of the costs and expenses associated with such construction in satisfaction of DEVELOPER's obligation under the CITY's Subdivision Regulations. In light of this Escrow Agreement, DEVELOPER is relieved from constructing the facilities described below if DEVELOPER otherwise fully complies with the provisions of this Agreement.

However, the list of required public utility improvements detailed below is not exhaustive of DEVELOPER's obligation under the CITY's ordinances. Nothing contained herein is intended to relieve DEVELOPER of its obligation to design and construct other improvements required by the CITY's Subdivision Regulations and other development related ordinances.

Water: The following Required Improvements are being deferred by, the funds escrowed for, and designed and/or constructed through this Agreement:

- a. Approximately one thousand nine hundred eight linear feet (1,908') of twelve-inch (12") diameter C900 PVC DR-18 waterline together with all related appurtenances along the frontage of the Property parallel to the planned improvements along Bloomdale Road (CR 164).
- b. No other water lines are being deferred by this Agreement.

Wastewater: The following Required Improvements are being deferred by, the funds escrowed for, and designed and/or constructed through this Agreement:

- a. No wastewater lines are being deferred by this Agreement.

Drainage Improvements: The following Required Improvements are being deferred by, the funds escrowed for, and designed and/or constructed through this Agreement:

- a. No drainage improvements are being deferred or escrowed by this Agreement.



**EXHIBIT C**  
**Waterline Installation Contract**  
(Consisting of following three (3) sheets.)

**PETSCHE & ASSOCIATES, INC.**  
*PROFESSIONAL ENGINEERS-LAND SURVETORS-DEVELOPMENT CONSULTANTS*  
*TEXAS REGISTERED ENGINEERING FIRM F-3252*

PRELIMINARY ENGINEER'S QUANTITIES
ERWIN FARMS PHASE 3 BLOOMDALE/LIMOUSINE 12" WATER ESCROW (CTMGT ERWIN FARMS, LLC)
NOTES PERTAINING TO THE PREPARATION OF THIS PRELIMINARY LAND DEVELOPMENT COST ANALYSIS
1) CIVIL ENGINEERING PLAN - Not yet approved.
2) THIS OPC ASSUMES: - Offsite Easements have not been obtained. - There is no approved development agreement which was used to create this cost analysis.
3) FRANCHISE UTILITY COSTS NOT INCLUDED (Gas, Electric & Street Lights)
4) WITHOUT THE BENEFIT OF APPROVED FINAL ENGINEERING PLANS - This analysis is based upon the attached preliminary layout that is currently not yet approved. - City of McKinney aerial photographs were analyzed to determine development progress.
5) UNIT COSTS REFLECT CURRENT UNIT PRICES - Unit prices are based upon bid tabs from other recently bid projects. These unit prices have been verified and approved by Lenart Development

PRELIMINARY

# PETSCH & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS-LAND SURVEYORS-DEVELOPMENT CONSULTANTS  
TEXAS REGISTERED ENGINEERING FIRM F-3252

PRELIMINARY ENGINEER'S QUANTITIES	
ERWIN FARMS PHASE 3 BLOOMDALE/LIMOUSINE 12" WATER ESCROW (CTMGT ERWIN FARMS, LLC) □	
SEE SHEET 1 FOR NOTES	
ITEM	TOTAL
<b>SUMMARY</b>	
WATER DISTRIBUTION SYSTEM	\$ 102,665.60
SANITARY SEWER COLLECTION	
DRAINAGE/DETENTION	
PAVING	
EARTHWORK / EROSION CONTROL	
RETAINING WALLS	
<b>SUBTOTAL</b>	<b>\$ 102,665.60</b>
HARDSCAPE, LANDSCAPE, IRRIGATION, SCREENING & BUFFERING	NOT INCLUDED
FRANCHISE UTILITIES (GAS, ELECTRIC & STREET LIGHTS)	NOT INCLUDED
GEOTECHNICAL REPORT & TESTING	NOT INCLUDED
MOISTURE CONDITIONING	NOT INCLUDED
<b>SUBTOTAL</b>	<b>\$ 102,665.60</b>
LANDSCAPE ARCHITECT SERVICES	NOT INCLUDED
OFF-SITE EASEMENT ACQUISITION	NOT INCLUDED
FEE DEVELOPMENT	NOT INCLUDED
ENGINEERING, EASEMENTS, TREE SURVEY, TREE PRESERVATION/MITIGATION PLAN, TREE FLAGGING FOR MITIGATION & CONSTRUCTION LAYOUT SERVICES (12% OF BLOOMDALE WL CONST COSTS)	\$ 12,319.87
PERMIT APPLICATION FEES	NOT INCLUDED
INSPECTION FEE (3.5% of Water, Sewer, Paving & Drainage)	NOT INCLUDED
EROSION CONTROL DEPOSIT (\$500/ACRE)	N/A
MAINTENANCE BONDING (2% of 15% of Water) x 2 Years	\$ 615.99
<b>SUBTOTAL</b>	<b>\$ 12,935.87</b>
<b>TOTAL</b>	<b>\$ 115,601.47</b>

12204-7 BLOOMDALE WATER MAIN ESCROW OPC.xls

Page2 of 3  
Job No. 19-201  
By: JLL 12/8/2020  
Ckd: JDR

# PETSCH & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS-LAND SURVEYORS-DEVELOPMENT CONSULTANTS  
TEXAS REGISTERED ENGINEERING FIRM F-3252

PRELIMINARY ENGINEER'S QUANTITIES				
ERWIN FARMS PHASE 3 BLOOMDALE/LIMOUSINE 12" WATER ESCROW (CTMGT ERWIN FARMS, LLC) _J				
ITEM	QUANTITY	UNIT	UNIT COST	TOTAL
12" WATER MAIN (BLOOMDALE ROAD & LIMOUSINE DR)				
12" PVC WATERLINE EMBD/BLKG	1,908	L.F.	\$ 35.00	\$ 66,780.00
12" GATE VALVE	7	EA.	\$ 2,150.00	\$ 15,050.00
FIRE HYDRANT ASSEMBLY (INCLUDES VALVE)	2	EA.	\$ 3,800.00	\$ 7,600.00
CAST IRON FITTINGS	1.92	TON	\$ 4,680.00	\$ 8,985.60
2" BLOW OFF VALVE	1		\$ 3,150.00	\$ 3,150.00
REMOVE PLUG & BLOWOFF & CONNECT TO EX 12" WATER	1	EA.	\$ 1,100.00	\$ 1,100.00
WATER TESTING	1	L.S.	INCLUDED W/ UNIT BID PRICE	
TRENCH SAFETY	1	L.S.	INCLUDED W/ UNIT BID PRICE	
REQUIRED MAINTENANCE BOND	INCLUDED ON SUMMARY SHEET			
TOTAL WATER DISTRIBUTION SYSTEM				\$ 102,665.60

PRELIMINARY



**EXHIBIT E**  
*Variances*

1. Please see Paragraphs E, F, and H hereinabove for certain variances granted to DEVELOPER by and through this Agreement.
2. The design and construction of the Required Improvements identified in Exhibit B, above, is being deferred indefinitely at the request of the CITY and the concurrence of the DEVELOPER.
3. CITY is assuming responsibility for the design and/or construction of the Required Improvements identified in Exhibit B, above, the costs of which improvements shall be reimbursed from the funds that the DEVELOPER has escrowed with the CITY for such purpose pursuant to this Escrow Agreement.
4. No other variances for this Property are granted and none shall be allowed by this Agreement.

## **EXHIBIT F**

Depiction of Location of Screening Wall Abutting the Southern Boundary of the Gas Lines Between the Western Property Line and Limousine Parkway

