

**TERM SHEET
FIRST AMENDMENT
TO THE 2008 AGREEMENT FOR THE TUCKER HILL ADDITION**

Parties: Trammell Crow Company No. 43, Ltd., Crow-Billingsley McKinney 380 Ltd., Crow-Billingsley Stover Creek Ltd., UBP/McKinney, LLC, BCC/McKinney, LLC, 380 North/McKinney, LLC, Henry/McKinney, LLC (“BILLINGSLEY PARTIES”), SLC McKinney Partners, LP (“SLC”), Karl Williams (“WILLIAMS”)

City of McKinney (“City”)

The “Property” +/- 1,223.5-acres owned by BILLINGSLEY PARTIES, SLC, and WILLIAMS as shown in Exhibit A and which is located in the City of McKinney’s City Limits (the “Property”).

Terms: This Term Sheet is intended to identify additional amendments to an unexecuted, draft First Amendment (the “Draft First Amendment”) dated February 21, 2024 to the Facilities Agreement between SLC, the BILLINGSLEY PARTIES, and the CITY, dated March 17, 2008, and involving the Property recorded at Clerk’s Document No. 20080320000335720 in the Official Public records of Collin County, Texas on the 20th day of March 2008 (the “2008 Agreement”). The parties intend that previously defined joint and several obligations in the 2008 Agreement be allocated to each party under the New First Amendment (as hereafter defined) which New First Amendment shall be hereafter drafted and executed by the parties.

A. PUBLIC INFRASTRUCTURE.

1. Unless otherwise stated herein, all parties shall construct concurrent with the development and platting of the applicable adjacent portion or phase of such parties’ property or as may otherwise be necessary to serve the property being platted or developed, at no cost to the CITY, the thoroughfare

improvements in the widths set forth in the CITY'S Master Thoroughfare Plan.

2. Unless otherwise stated herein, the construction of master planned infrastructure (thoroughfares and utilities) shown on the CITY's impact fee master plans, shall be eligible for impact fee credits/offsets pursuant to the Impact Fee Ordinance in effect at the time of construction.

B. STONEBRIDGE DRIVE.

1. Within fifteen (15) business days following the effective date of the Amendment, BILLINGSLEY PARTIES shall pay the CITY \$2,900,000.00 ("Billingsley Payment") and within no more than nine (9) months after such payment, an additional \$2,000,000 (the "Billingsley Additional Payment") to be used for construction of Stonebridge Drive extending north from that portion of the Property owned by SLC as explained in Paragraphs 5 and 6 of this Section B.

BILLINGSLEY PARTIES shall receive \$1,000,000.00¹ in Utility Impact Fee Cash Credits and *Nine Hundred Forty-Eight (948)* Roadway Impact Fee Credits to be credited to BILLINGSLEY PARTIES account coincident with CITY's receipt of the latter of i) the STONEBRIDGE WATERLINE EASEMENT, below, and ii) the Billingsley Payment and the Billingsley Additional Payment.

2. Within fifteen (15) business days following the effective date of the New First Amendment, SLC shall pay the CITY \$1,800,000 (the "SLC Payment") to be used for construction of a portion of Stonebridge Drive from US 380 in a northerly direction

¹ NTD: Utility impact fee credits are not measured by residential units. They are measured by meter sizes with a ¾" water meter being the basic service unit. Meter sizes do not increase based on the number of units in a particular area but rather by the volume and flow at which water is needed to serve a particular use.

across that portion of the Property owned by SLC as explained below or across the property to be dedicated or conveyed to the City under Paragraph 8 of this Section B. Upon the City's receipt of this payment, SLC shall have the right to finish buildout of Tucker Hill as generally shown on the Tucker Hill Conceptual Master Plan without any additional payment or obligation toward Stonebridge Drive unless set forth herein, including any lots in excess of 625 that are permitted by the current zoning established by City of McKinney Ordinance No. 2010-10-042 enrolled on October 21, 2010.

3. CITY shall construct or cause to be constructed 4-lanes of Stonebridge Drive from US 380 to approximately 520 feet north of US 380, which construction shall be completed on or before July 1, 2029.
4. CITY shall construct or cause to be constructed the northbound 2-lanes of Stonebridge Drive from approximately 520 feet north of US 380 to Wilson Creek (+/- 4,610 linear feet), which construction shall be completed on or before July 1, 2029.
5. CITY shall construct or cause to be constructed 4-lanes of Stonebridge Drive across Wilson Creek (Wilson Creek Bridge), which construction shall be completed on or before July 1, 2029.
6. CITY shall construct or cause to be constructed the northbound 2-lanes of Stonebridge Drive from Wilson Creek to Bloomdale Drive (+/- 5,900 linear feet), which construction shall be completed on or before July 1, 2029.
7. Within thirty (30) days following the effective date of the New First Amendment and at no cost to the CITY, BILLINGSLY PARTIES, SLC and WILLIAMS each individually and collectively shall dedicate or convey, or cause to be dedicated or

conveyed the full ROW for Stonebridge Drive for those portions of Stonebridge Drive adjacent to or on the tract(s) owned by their respective entity to the CITY to facilitate CITY's construction of Stonebridge Drive identified hereinabove. All PARTIES further agree that any future construction of Stonebridge Drive by any PARTY shall not be eligible for Roadway Impact Fee credits. WILLIAMS agrees with the alignment of the Stonebridge Drive ROW and the adjacent 30' easement on his tract, as shown on Exhibit B-1. The City agrees to confine all Stonebridge Drive roadway and waterline improvements located adjacent to the WILLIAMS tract, whether constructed by the City or others, within the depicted areas shown on Exhibit B-1.

**an exhibit of ROW alignment, consistent with Paragraph 7 above, will be attached to the New First Amendment upon completion of the final design of Stonebridge Drive.*

8. Within thirty (30) days following the effective date of the New First Amendment and at no cost to the CITY, BILLINGSGLEY PARTIES and SLC shall dedicate or convey, or cause to be dedicated or conveyed to CITY the following tracts of land currently owned by M380 Land Investors LLC by special warranty deed:
 - (a) 9.3613 acres of land in the George Crutchfield Survey, Tract 4;
 - (b) 0.5883 acres of land in the George Crutchfield Survey;
 - (c) 110,425 square feet of land in the Lewis Addition, Lot 1 and OL 1; and
 - (d) 2,195 square feet of land in the Lewis Addition, Lot 2-1 (collectively, the "Off Property Tracts").

Notwithstanding the conveyance of the Off Property Tracts under this Paragraph 8, the Billingsley Parties and SLC may allow M380 Land Investors LLC ("M380 Land") to retain fee simple title ownership of those portions (being a 1,172 sq. ft. parcel and a 62,064 sq. ft. parcel in the George Crutchfield Survey) of the Off Property Tracts that the Texas Department of Transportation ("TxDOT") is presently seeking to acquire from M380 Land through the exercise of eminent domain (the "Retained Tracts") provided that BILLINGSLEY PARTIES and SLC require M380 Land to grant to CITY, at no cost to CITY, such perpetual rights as will allow CITY to enter upon the Retained Tracts of the Off Property Tracts to survey, construct, operate, maintain, repair, and replace Stonebridge Drive during and after the pendency of M380 Land's negotiations and/or condemnation proceedings with TxDOT; and (ii) following any conveyance of rights and interests to TxDOT regarding the Retained Tracts, M380 Land may retain any payment or award received from TxDOT.

The costs of closing of the conveyance for each parcel described in this Section B, Paragraph 8 shall be at no cost to the CITY.

C. NEW BLOOMDALE ROAD.

1. BILLINGSLEY PARTIES shall dedicate the full ROW for the new alignment of Bloomdale Road to a width not exceeding one hundred fifty feet (150'), at intersections, as required by the City's Master Thoroughfare Plan ("New Bloomdale Road") to connect the roadway from the planned US 380 Bypass (through, adjacent to, or in close proximity to the Property) (the "Bypass") to CR 123 no later than July 1, 2027. Should TxDOT condemnation proceedings for acquisition of Bypass right-of-way (the first such filing date,

the "Bypass Condemnation Date") not be filed by such date, the CITY engineer's design for New Bloomdale Road will not be possible, and the deadline for dedication of ROW for New Bloomdale Road by the BILLINGSLEY PARTIES shall be extended until one (1) month after the CITY engineer completes final design of New Bloomdale Road, based on the Bypass alignment. To assist CITY in its final design, BILLINGSLEY PARTIES agree to provide the CITY or its designee the right to enter upon the land of the BILLINGSLEY PARTIES to perform such surveying and staking as may be necessary to complete the aforementioned final design. Such dedication from the BILLINGSLEY PARTIES shall only be required for the portion of roadway that traverses through the Billingsley tract (+/- 1,650 linear feet). During the time frame before the full ROW for New Bloomdale Road is dedicated to the CITY, the BILLINGSLEY PARTIES shall not submit any site plans or plats for development of the area(s) in which it is believed New Bloomdale Road may be located.

2. Upon dedication of the full ROW for New Bloomdale Road, BILLINGSLEY PARTIES shall receive sixty-nine (69) Roadway Impact Fee Credits.
3. Upon CITY's final acceptance of the construction of two (2) eastbound lanes of New Bloomdale Road by BILLINGSLEY PARTIES, BILLINGSLEY PARTIES shall receive two hundred seventy-seven (277) Roadway Impact Fee Credits.
4. CITY shall construct or cause to be constructed the westbound 2-lanes of New Bloomdale Road (+/- 2,500 linear feet).

**an exhibit of ROW alignment will be attached to the New First Amendment upon completion of the final design of Bloomdale Road.*

D. BLOOMDALE ROAD (CR 123).

Upon CITY's final acceptance of the construction of two (2) eastbound lanes of Bloomdale Road (CR 123) by BILLINGSLEY PARTIES from the western property line of the Huntington Park development to New Bloomdale Road (+/- 3,855 linear feet), BILLINGSLEY PARTIES shall receive *six hundred forty-seven (647)* Roadway Impact Fee Credits.

E. STONEBRIDGE WATERLINE EASEMENT.

Concurrently with the dedication of the Stonebridge ROW and as generally shown on the attached Exhibit B and Exhibit B-1 and more particularly depicted and/or identified in the CITY's Master Water Plan, BILLINGSLEY PARTIES, SLC, and WILLIAMS shall convey to CITY a 30' wide waterline easement for the Stonebridge Waterline adjacent to the western boundary of the Stonebridge Drive ROW to the extent located within their respective tracts.

F. IMPACT FEES.

1. Upon dedication or conveyance of all required ROW and easements to the CITY by SLC and WILLIAMS and BILLINGSLEY PARTIES, WILLIAMS shall not be subject to the payment of Roadway and Utility Impact Fees, or median landscaping fees for the development of up to thirty (30) single-family residential dwelling units on the portion of the Property currently owned by WILLIAMS.
2. SLC agrees that all remaining lots developed by SLC in the Tucker Hill Addition shall be subject to SLC's payment of roadway impact fees pursuant to the Roadway Impact Fee Ordinance in effect at the time of development.
3. Unless otherwise stated herein, it is agreed and understood that all parties shall be subject to

the Roadway and Utility Impact Fee Ordinances in effect when development occurs.

G. PARKLAND DEDICATION.

1. Parkland shall be conveyed in accordance with Exhibit D-1 from the 2008 Agreement (or with respect to BILLINGSLEY tracts situated within the Property, as generally shown on Exhibit C), at the previously established parkland dedication rate of 1 acre per 50 units (1:50) under the 2008 Agreement and in conformity with the New First Amendment. The parkland obligations applicable to development of the SLC tracts situated within the Property, including hike/bike trail construction, shall be completed within two (2) years of the Effective Date. All other parkland obligations applicable to development of the Property, including dedication and hike/bike trail construction, outside of the land owned by SLC within the Property shall be satisfied at the time of development and construction of related tracts of land.
2. Upon CITY's receipt and approval of dedication of parkland by SLC pursuant to Exhibit D-1 from the 2008 Agreement as modified by Exhibit C-1 hereto, the parties shall be eligible for parkland credits of up to 2,780 residential units within the Property, which credits shall be allocated as follows:
 - a. SLC shall receive parkland credits for up to 250 residential units;
 - b. WILLIAMS shall receive parkland credits for up to 30 residential units; and
 - c. BILLINGSLEY PARTIES shall receive parkland credits for up to 2,500 residential units.
3. BILLINGSLEY PARTIES agree and acknowledge that additional parkland dedication shall be required pursuant to the Subdivision Ordinance for increased residential density; however, such dedication

for development within the Property shall be at the rate that was established with the 2008 Agreement (1:50).

H. TERM.

The Developers' obligations under the First Amendment shall continue for 99 years, with automatic 25-year extensions until all infrastructure is completed by the Developers, as such term is defined in the 2008 Agreement.

I. ASSIGNMENT.

This New First Amendment and the 2008 Agreement shall be freely assignable to a purchaser of a portion of the Property in proportion to and as applicable only to the Property so conveyed provided the CITY is promptly notified of such assignment including the description of the tract of land within the Property so conveyed and the contact information for the purchaser of said tract of land; however, any assignment of this Amendment shall not relieve the Landowner(s) or any other assigning party or parties from any obligations with respect to the Billingsley Payment and the SLC Payment. Notwithstanding the foregoing, any part of the Property that is identified for public park purposes in the 2008 Agreement or the New First Amendment shall not be eligible for conveyance to another person or party other than the CITY.

The 2008 Agreement and this New First Amendment shall run with title to the Property and shall be binding on the successors in title to SLC, WILLIAMS, and BILLINGSLEY PARTIES. At the time title to a parcel is conveyed, the new owner shall become solely responsible for performance of the New First Amendment (and the 2008 Agreement to the extent incorporated in the New First Amendment) as it applies to the parcel conveyed. The former owner shall be released with respect to the performance of the successor owner's obligations if at the time of transfer of any ownership interest the former owner provides CITY written notice of the conveyance of a parcel of the Property to a new owner together with the contact information for the new owner.

J. PRIOR AGREEMENT TERMS.

Those terms of the Draft First Amendment to the Facilities Agreement for the Tucker Hill

Addition, dated February 21, 2024, and attached hereto as Exhibit D that are not otherwise in conflict with this Term Sheet shall be incorporated into the execution version (the “New First Amendment”). The New First Amendment shall amend the 2008 Agreement to the extent specifically identified in the New First Amendment and only to the extent the 2008 Agreement is specifically incorporated into and not amended by the New First Amendment.

K. MEDIATION SETTLEMENT AGREEMENT.

This Term Sheet shall be an Exhibit to a Mediation Settlement Agreement signed by all parties on or before August 5, 2025 (the “Effective Date”) and shall be binding upon the parties under applicable law. The parties expressly agree to forthwith incorporate the binding terms of this Term Sheet into the New First Amendment.

Agreed and Accepted:

CITY

By: _____

Paul G. Grimes

Title: City Manager

Date: _____

SLC


By:  _____

Brian Sewell

Title: President

Date: 7/18/2025

BILLINGSLEY PARTIES

By:  _____

Lucy Billingsley

Title: Authorized Representative

Date: 7/18/25

WILLIAMS

By: _____

Karl Williams

Title: _____

Date: _____

Agreed and Accepted:

CITY

By: _____

Paul G. Grimes

Title: City Manager

Date: _____

SLC

By: _____

Brian Sewell

Title: President

Date: _____

BILLINGSLEY PARTIES

By: _____

Lucy Billingsley

Title: Authorized Representative

Date: _____

WILLIAMS

By:  _____

Karl Williams

Title: Individual

Date: July 18, 25

EXHIBIT A

[Property description to be attached]

EXHIBIT A

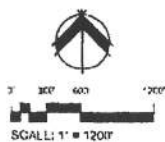
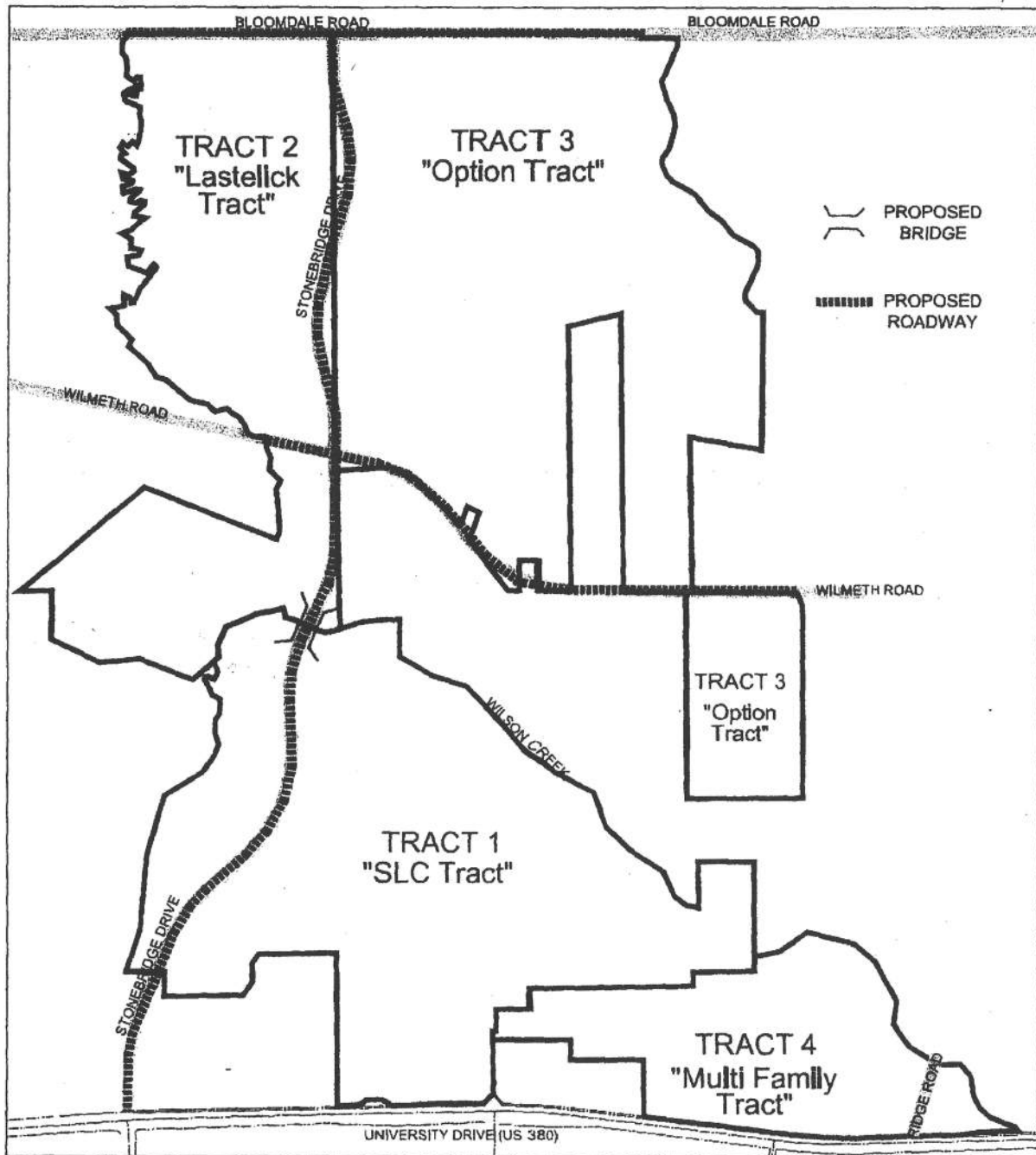


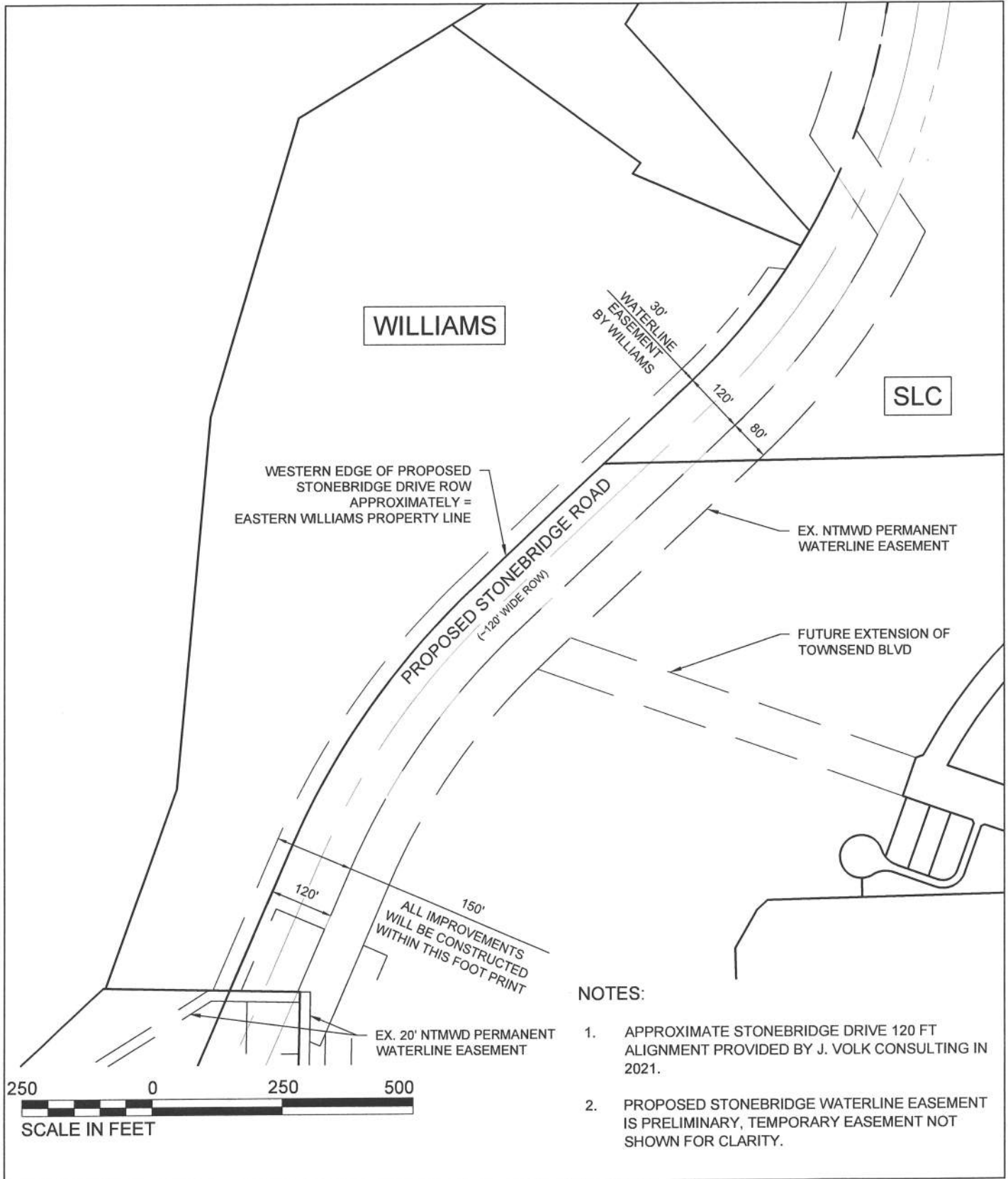
EXHIBIT A
SOMERSET WATERS
MCKINNEY, TEXAS

EXHIBIT B

[Water line map to be attached]

EXHIBIT B-1

[Graphic of ROW Adjacent to Williams Tract]



KARL WILLIAMS PROPERTY EXHIBIT

STONEBRIDGE 30-INCH WATERLINE PROJECT

DATE
07/14/2025

FIGURE
A

EXHIBIT C-1

[Hike and Bike Trail Map by SLC South of Wilson Creek]

EXHIBIT C-1

Amended Trail Exhibit

[Reflecting Hike and Bike Trails to be constructed by SLC as previously agreed.]

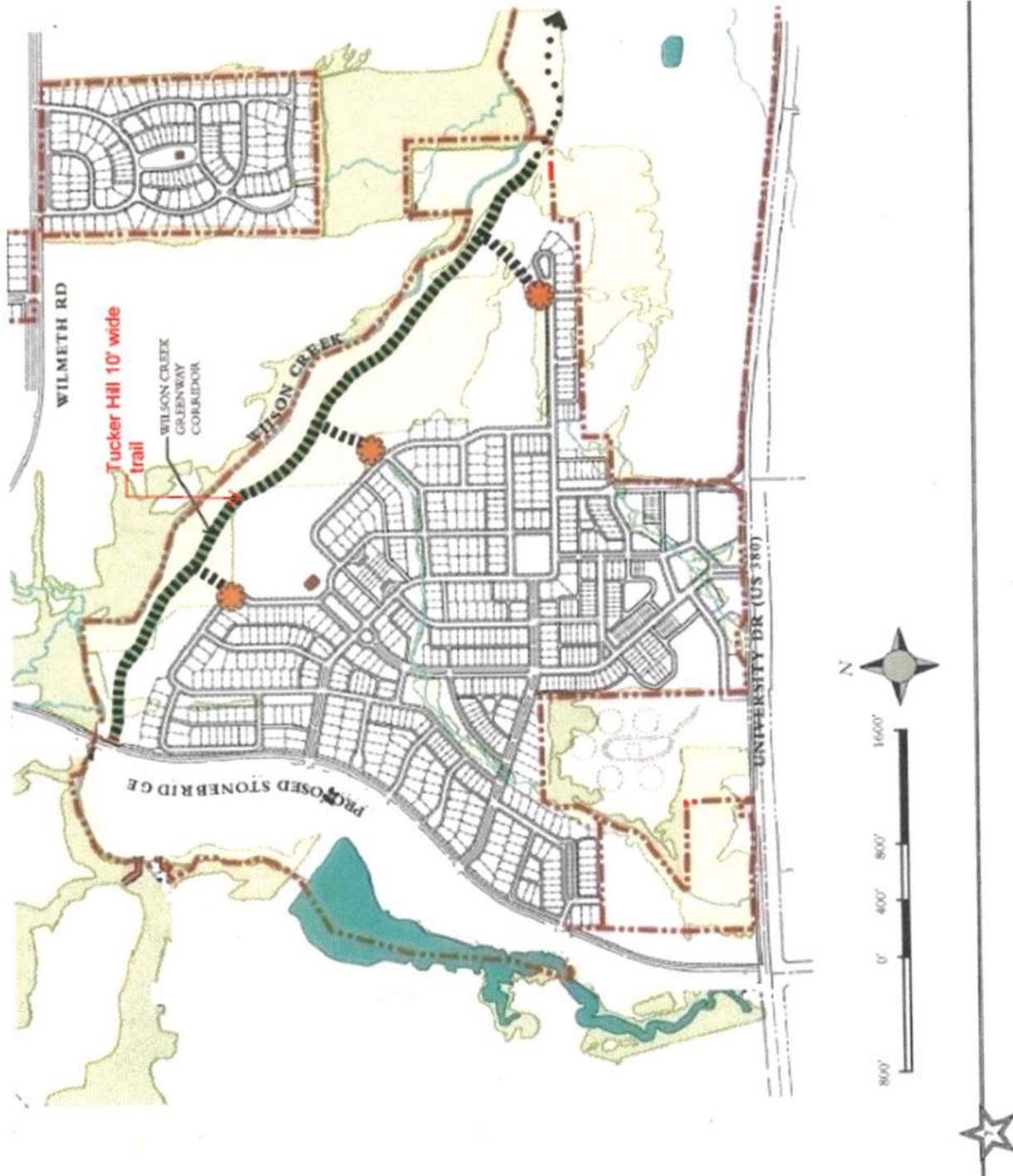


EXHIBIT D

[Draft First Amendment to the Facilities Agreement for the Tucker Hill Addition,
Dated February 21, 2024]

AFTER RECORDING, RETURN TO:

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

City of McKinney, Texas

**FIRST AMENDMENT TO THE FACILITIES AGREEMENT
FOR THE
TUCKER HILL ADDITION**

THIS FIRST AMENDMENT TO THE FACILITIES AGREEMENT FOR THE TUCKER HILL ADDITION ("**First Amendment**") is entered into effective the ____ day of _____ 2023, (the "**Effective Date**") by and between the CITY OF MCKINNEY, TEXAS, a Texas home-rule city and municipal corporation ("**CITY**") and the following entities and related groups of entities:

- (i) SLC MCKINNEY PARTNERS, L.P., a Delaware limited partnership, whose address is 3990 Hillsboro Pike, Suite 400, Nashville, Tennessee 37215 ("**SLC**"); and
- (ii) KARL WILLIAMS, an individual, (being hereafter referred to as "**WILLIAMS**"), whose address is c/o Wick Phillips Gould & Martin, 3131 McKinney Avenue, Suite 500, Dallas, Texas 75204, as the successor-in-interest to SLC of two tracts of land containing approximately 23.345 acres and 3.507 acres of land, respectively, situated in the George Crutchfield Survey, Abstract No. 204, as more particularly described in that certain General Warranty Deed in Lieu of Foreclosure dated effective the 23rd day of December 2021, and recorded at Clerk's Document No. 20211229002609480 in the Official Public records of Collin County, Texas on the 29th day of December 2021; and
- (iii) Trammell Crow Company No. 43, Ltd., a Texas limited partnership ("**TCCO #43**"), Crow-Billingsley McKinney 380, Ltd., a Texas limited partnership ("**CB McKinney**"), Crow-Billingsley Stover Creek, Ltd., a Texas limited partnership ("**CB Stover**"), UBP/McKinney, LLC, a Texas limited liability company ("**UBP**"), BCC/McKinney, LLC, a Texas limited liability Company ("**BCC**"), 380 North/McKinney, LLC, a Texas limited liability company ("**380 North**"), and Henry/McKinney, LLC, a Texas limited liability company ("**Henry/McKinney**"; TCCO #43, CB McKinney, CB Stover, UBP, BCC, 380 North and Henry/McKinney being hereafter collectively referred to as the "**BILLINGSLEY PARTIES**") with each of the BILLINGSLEY PARTIES having as its address One Arts Plaza, 722 Routh Street, Suite 770, Dallas, TX 75201, Attn: Henry Billingsley.

As the case dictates, SLC, WILLIAMS, and the BILLINGSLEY PARTIES shall hereinafter be referred to collectively as "**DEVELOPERS**." For all purposes, the DEVELOPERS and the CITY shall hereinafter be referred to collectively as the "**PARTIES**."

WITNESSETH:

WHEREAS, SLC and the BILLINGSLEY PARTIES entered into that certain Facilities Agreement with the CITY, dated March 17, 2008, and involving approximately 1,223.5 acres of land now known as the Tucker Hill Addition (the "**Property**") identified in the "Facilities Agreement for the Tucker Hill Addition" recorded at Clerk's Document No. 20080320000335720 in the Official Public records of Collin County, Texas on the 20th day of March 2008 ("**Original Agreement**"); and

WHEREAS, the Original Agreement provides in Paragraph M, titled "Continuity," that the Original Agreement "shall be a covenant running with the land, and be binding upon the DEVELOPERS, their successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest in the Property now or in the future"; and

WHEREAS, SLC owns that portion of the Property situated south of Wilson Creek and north of University Drive (US 380) that is referred to in the Exhibits to the Original Agreement as "Tract 1" and the "SLC Tract" which is hereinafter referred to as the "**SLC Tract**"; and

WHEREAS, BILLINGSLEY PARTIES or their affiliates own those portions of the Property situated north of Wilson Creek (referred to in the Original Agreement as "Tract 2" and "Tract 3"), and south of Wilson Creek (referred to in the Original Agreement as "Tract 4"), hereinafter referred to collectively as the "**Billingsley Tracts**."

WHEREAS, SLC conveyed approximately 26.852 acres of land out of the SLC Tract to Acquisto Real Estate, LLC, a Texas limited liability company and Denise A. Donoghue, which land was subsequently conveyed to WILLIAMS and which land is a part of the Property and subject to and burdened by the Original Agreement (the "**Williams Tract**"), and therefore WILLIAMS is included as a party to this First Amendment and further is added as a party to the Original Agreement by and through his inclusion in this First Amendment; and

WHEREAS, the Original Agreement requires the DEVELOPERS, following certain development milestones, to obtain all required right-of-way for and construct the full width of Stonebridge Drive from University Drive (US 380) through and including its full intersection with Bloomdale Road together with the bridge for Stonebridge Drive over Wilson Creek and such portions of the

Wilson Creek 100-year floodplain as may be required to maintain zero rise or increase in the 100-year floodplain as well as all other related appurtenances thereto and dedicate the same to the CITY at no cost to CITY; and

WHEREAS, the Original Agreement requires the DEVELOPERS to construct and dedicate at no cost to CITY the streets, utilities, drainage easements, sidewalks, hike and bike trails, street lighting, street signage, and parkland necessary to serve the Property; and

WHEREAS, Paragraph A.7. of Exhibit B, entitled "Public Improvements," to the Original Agreement provides DEVELOPERS with a credit pool of impact fee credits for the portions of roadways and thoroughfares that are shown on the CITY's Transportation Plan to the extent that such roadways and thoroughfares are incorporated into the Impact Fee Capital Improvement Program ("IFCIP") and such roads and thoroughfares are actually constructed by DEVELOPERS; and

WHEREAS, Paragraph A.1. of Exhibit B, entitled "Public Improvements," to the Original Agreement requires the DEVELOPERS to dedicate at no cost to City the right-of-way along Ridge Road, Bloomdale Road, Stonebridge Drive, and Wilmeth Road as set forth or depicted in Exhibits A, D-3, and E to the Original Agreement; and

WHEREAS, Paragraph A.2. of Exhibit B, entitled "Public Improvements," to the Original Agreement requires the DEVELOPERS to construct concurrent with the development and platting of the applicable adjacent portion or phase of the Property or as per the Estimate of Lot Development Thresholds for Thoroughfare Improvements that is attached as Exhibit E to the Original Agreement, or as is otherwise necessary to serve the portion or phase of the Property then being platted and developed, at no cost to CITY, those identified Thoroughfare Improvements in accordance with Exhibits A, D-3, and E to the Original Agreement; and

WHEREAS, future Stonebridge Drive situated along the western edge of the SLC Tract between the northern boundary line of the SLC Tract and the northern boundary of University Drive (US 380) is the only impact fee eligible roadway identified on Exhibits A, D-3, and E to the Original Agreement situated within and about the SLC Tract; and

WHEREAS, SLC's development of the SLC Tract to date contains 381 single-family lots and, as currently designed, will not contain 625 single-family lots; however, the CITY believes the design and construction of Stonebridge Drive is nonetheless necessary to adequately serve the portions and phases of the SLC Tract being developed; and

WHEREAS, SLC has previously accepted the benefit of roadway impact fee credits from the CITY (and has prepared certain roadway plans and acquired land to be dedicated as right of way, the cost of which exceeds the total amount of impact fee credits collected by SLC, to date) but has not constructed any impact fee eligible roadways; and

WHEREAS, Paragraph A.7. of Exhibit B, entitled "Public Improvements," to the Original Agreement also states that if the CITY, or an entity that is not related to the DEVELOPERS or is a purchaser from the DEVELOPERS constructs one of the listed roadways that a proportional amount of roadway impact fee credits will be deducted from the credit pool; and

WHEREAS, SLC, WILLIAMS, the BILLINGSLEY PARTIES and the CITY desire to amend the Original Agreement to allow the PARTIES to agree upon a process whereby the CITY causes the "SLC Project," defined in Section 4.E, below, and the ultimate four (4) lanes wide bridge for Stonebridge Drive over Wilson Creek (the "**Wilson Creek Bridge**") to be constructed; and

WHEREAS, DEVELOPERS, on their own behalf and on behalf of their respective grantees, assigns, successors, trustees and all others holding any interest in the Property now or in the future, agree and enter into this First Amendment which First Amendment shall operate as a covenant running with the land and being binding upon such DEVELOPERS and their respective representatives, successors, heirs, and assigns to the extent of their interests in the Property;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein DEVELOPERS and CITY agree as follows:

Section 1. Incorporation of Recitals

All of the recitals set forth above are hereby approved and incorporated into the body of this First Amendment for all purposes allowed by law as if copied and restated in their entirety.

Section 2. Original Agreement Incorporated by Reference

Except as specifically amended by this First Amendment, all provisions of the Original Agreement shall remain unchanged and in full force and effect. A copy of the Original Agreement is attached hereto as Exhibit 1 and fully incorporated herein by reference for all purposes allowed by law.

Section 3. First Amendment Rights, Duties, and Obligations.

The PARTIES recognize that the adjustment and release of SLC's rights and obligations with respect to roadways necessarily impacts the rights and obligations of

the DEVELOPERS under the Original Agreement, given DEVELOPERS' joint liability for certain of such obligations. Recognizing that the terms of this First Amendment will provide mutual benefits to CITY and DEVELOPERS, in consideration of such mutual benefits, the PARTIES hereby agree to the duties and obligations set forth for each under this First Amendment. Notwithstanding the foregoing, this First Amendment shall not change, alter, or otherwise relieve the PARTIES from compliance with all of the terms and provisions of the Original Agreement which are not amended in this First Amendment. Notwithstanding anything to the contrary contained herein or in the Original Agreement, SLC shall upon full performance of all of SLC's obligations set forth in Sections 1 through 11 of this First Amendment be relieved of the obligations and responsibilities set forth in Sections 12 through 15 of this First Amendment unless SLC acquires other or additional property from one or more of the BILLINGSLEY PARTIES which property is subject to the Original Agreement and this First Amendment.

Section 4. SLC Payments Toward CITY's Construction of Stonebridge Drive

- A. Within five (5) business days following the Effective Date, SLC shall pay the CITY **\$640,000.00** (the "**Initial SLC Roadway Contribution**").
- B. Concurrently with the payment of the Initial SLC Roadway Contribution, SLC shall pay the CITY **\$1,360,000.00** (the "**Impact Fee Credits Contribution**") for Impact Fee Credits, previously received by or credited to SLC under the Original Agreement and attributable to SLC's required dedication and construction of the full width and length of Stonebridge Drive under said Original Agreement.
- C. Within five (5) business days following receipt of funds from the North Texas Municipal Water District ("**NTMWD**") for the NTMWD Easement (as described in Section 8 below), SLC shall pay the CITY **fifty percent (50%)** of any final award or gross settlement amount (i.e. an agreed settlement amount prior to any reduction of attorneys' fees under a contingency fee agreement) (the "**NTMWD Award Contribution**") that SLC receives from NTMWD's condemnation action over the amount of \$1,241,115.00, up to a maximum payment to the CITY of \$500,000.00; *provided*, that if SLC receives such funds prior to the Effective Date, payment to the CITY shall be due five (5) business days following the Effective Date. [For example, if SLC receives an award or settlement of \$2,000,000.00, the CITY would be paid \$379,443.00]. SLC shall provide the CITY with written documentation reasonably acceptable to the CITY which verifies the amounts described in this subparagraph.
- D. Within five (5) business days following the filing date of any approved Final Plat which contains the 100th platted lot on the SLC Tract following the Effective Date (as such is defined in Section 19 of this First Amendment), SLC shall pay the City **\$300,000.00** (the "**Second SLC Roadway Contribution**").

- E. The CITY shall utilize the SLC Roadway Contribution, the Impact Fee Credits Contribution, the NTMWD Award Contribution, and the Second SLC Roadway Contribution to fund the design and construction of the following (collectively the **"SLC Project"**):
1. an initial four (4) lanes of Stonebridge Drive together with any required turn-lanes at the intersection of Stonebridge Drive with US 380 extending in a northerly direction and transitioning from a four (4) lane divided roadway to two (2) northbound lanes of Stonebridge Drive approximately 800 feet north of US 380; and
 2. the above-referenced two (2) northbound lanes of Stonebridge Drive continuing in a northerly direction along, upon, over, and across parcels south of the SLC Tract and through the SLC Tract to the northern boundary of the SLC Tract.
- F. The CITY and SLC hereby agree that, except for SLC's payment of the Initial SLC Roadway Contribution, the Impact Fee Credits Contribution, the Second SLC Roadway Contribution, and the NTMWD Award Contribution, the CITY and/or the DEVELOPERS save and except SLC shall be responsible for the payment of all costs and expenses attributable to the SLC Project and the Billingsley Project, as such Billingsley Project is described in Section 14.B below. In addition, the CITY and/or the DEVELOPERS save and except SLC shall be responsible for the payment of all costs and expenses attributable to the design and construction of the southbound lanes of Stonebridge Drive as required to serve their respective development projects. Notwithstanding anything in the Original Agreement and/or this First Amendment to the contrary and upon SLC's full performance under Sections 4, 5, 9, and 19.E. of this First Amendment, SLC shall be released from any further obligation to design or construct any roadways or contribute monetarily to the construction of any roadways, either by the CITY or the other DEVELOPERS, in order to finish buildout of Tucker Hill as generally shown on the Tucker Hill Conceptual Master Plan attached to this First Amendment as Exhibit 2 and all of SLC's obligations regarding Stonebridge Drive, shall be deemed satisfied, except as expressly provided in Section 5.B. of this First Amendment.
- G. All payments from SLC to CITY under this Section 4 shall be made by wire transfer on or before the dates listed above. If SLC shall default in making any payment required under this Section 4, the CITY shall have the remedies set forth in Section 10.A. of this First Amendment and the BILLINGSLEY PARTIES shall have the remedies set forth in the Termination Agreement, hereinafter defined.

Section 5. Conveyance of Right-of-Way for Stonebridge Drive South of Wilson Creek

- A. Within sixty (60) days after the Effective Date of this First Amendment, SLC shall dedicate by Right-of-Way Warranty Deed, Conveyance Plat or Final Plat, to the

CITY, at no cost and in compliance with CITY's ordinances, rules, and regulations applicable to the conveyance or dedication of public right-of-way, the full width of the right-of-way for Stonebridge Drive, being a four-lane cross-section, having a variable width of 120-126 feet in width at mid-block, 137 feet where there are right turn lanes, and 145 feet at the intersection of Stonebridge Drive with the north side of US 380, including all necessary slope, visibility, drainage, and temporary construction easements, from the intersection of Stonebridge Drive with the north side of US 380 and extending in a northerly direction along, upon, over, and across the SLC Tract to the northern property line of the SLC Tract (collectively the "SLC Stonebridge R-O-W") plus a thirty-foot (30') wide water line easement adjacent to the western side of the SLC Stonebridge R-O-W. In order to ratify, document and finalize the above-described conveyances or dedications of the SLC Stonebridge R-O-W and within the same sixty (60) day timeframe after the completion of the boundary survey described below and at no cost to the CITY, SLC shall either (i) convey or (ii) cause to be conveyed by M380 Land Investors LLC, by special warranty deed, to the CITY, at no cost, the following tracts: (a) 9.3613 acres of land owned by M380 Land Investors LLC in the George Crutchfield Survey, Tract 4, (b) .5883 acres of land owned by M380 Land Investors LLC in the George Crutchfield Survey, and (c) 110,425 square feet of land owned by M380 Land Investors LLC in the Lewis Addition, Lot 1 and OL 1; and (d) 2,195 square feet of land owned by M380 Land Investors LLC in the Lewis Addition, Lot 2-1. The costs of closing of the conveyance for each parcel described in this Section 5 shall be allocated between the respective landowner (as Seller/Grantor) and CITY (as Purchaser/Grantee) in accordance with customary land transactions in Collin County, Texas. An insurable survey and owners' title insurance policy shall be provided by SLC or M380 Land Investors LLC to CITY for each parcel within the SLC Stonebridge R-O-W conveyed to CITY. Upon written notice and at no cost to SLC, CITY shall allow SLC, and only if SLC so elects in its sole discretion, to excavate and remove excess soils, if any, in amounts and at locations, each determined solely by CITY, from the SLC Stonebridge ROW property so long as the excavation and removal occurs within a reasonable time period prescribed by CITY.

- B. In the event that the final engineering design of Stonebridge Drive shall result in a different alignment than the SLC Stonebridge R-O-W conveyed pursuant to Section 5.A., SLC shall (1) promptly convey to CITY, on the same terms provided in the preceding paragraph, any additional right-of-way abutting the SLC Stonebridge R-O-W out of the SLC Tract which is determined by the CITY by the final engineering design to be necessary for the SLC Project, and (2) promptly convey or cause to be conveyed by M380 Land Investors LLC any additional right-of-way abutting the SLC Stonebridge R-O-W out of the M380 Land Investors LLC owned tract which is determined to be necessary for the SLC Project.

Section 6. Roadway Impact Fee Credits Remaining for the Property

- A. On the Effective Date of this First Amendment, SLC and WILLIAMS (being bound through the SLC Tract) shall cease receiving roadway impact fee credits, and the CITY shall commence assessing and collecting roadway impact fees associated with the development of the SLC Tract in accordance with the City's then current impact fee ordinance.
- B. On the Effective Date of this First Amendment, the BILLINGSLEY PARTIES shall have those roadway impact fee credits described in amended Section A.7. of Exhibit B to the Original Agreement as described in Section 15 of this First Amendment. After the roadway impact fee credits are exhausted, the CITY shall commence assessing and collecting roadway impact fees associated with the development of the Billingsley Tracts in accordance with the City's then current impact fee ordinance.

Section 7. Timing of Construction of Stonebridge Drive South of Wilson Creek (Including Right-Turn Lanes and Stub-Outs to Subdivisions); Funding Obligations

Notwithstanding the terms of the Original Agreement, the CITY shall construct the SLC Project at CITY's sole cost, on or before January 1, 2028. The SLC Project shall be located within the horizontal and vertical locations previously provided by SLC to CITY. If, however, the SLC Project is constructed before the North Texas Municipal Water District ("NTMWD") installs an eighty-foot (80') wide water line easement on the SLC Tract (the "NTMWD Easement"), the CITY's General Contractor shall construct roadway stub-outs to the western boundary of the NTMWD Easement for Townsend and Eastwick. SLC shall connect to both stub-outs when the Phase containing each respective stub-out is constructed. Prior to the CITY's commencement of construction of the SLC Project and upon the CITY's providing ninety (90) days' advance notice to SLC, SLC shall construct or escrow the estimated construction cost of that portion of Townsend needed to tie in and connect to Stonebridge Drive, as such cost is mutually determined by CITY's engineer of record and SLC's engineer.

Section 8. The NTMWD Water Line Easement

Effective July 1, 2022, the NTMWD Easement generally depicted on Exhibit 3 was acquired by NTMWD through its exercise of eminent domain. A portion of the Billingsley Tracts are the subject of a pending eminent domain action with the NTMWD for the northerly extension of the above referenced NTMWD Easement.

Section 9. Parkland Dedication and Park Trail Construction by SLC and the Billingsley Parties

- A. Concurrently with the Effective Date, all required park conveyances lying west of future Stonebridge Drive and within the SLC Tract shall be conveyed by SLC to

the CITY in accordance with the Park Dedication provisions of Sections 40-131, *et seq.*, of the CITY's Subdivision Ordinance, in effect on March 17, 2008, after SLC files a Conveyance Plat in accordance with the CITY's Subdivision Ordinance.

- B. SLC's obligation to construct hike/bike trails as shown on Exhibit D-2 of the Original Agreement that are situated within, upon, about, and across the SLC Tract is hereby amended and restated in its entirety, such that SLC is hereafter obligated to construct the hike/bike trails identified on Exhibit 4 attached to this First Amendment (the "Amended Trail Exhibit") and incorporated herein by reference for all purposes. SLC shall complete construction of the hike/bike trails identified on the Amended Trail Exhibit that are situated within, upon, about, and across the SLC Tract and convey the required park parcels lying east of future Stonebridge Drive to the CITY within two (2) years from the Effective Date, all in accordance with the Park Dedication provisions of Sections 40-131, *et seq.*, of the CITY's Subdivision Ordinance, in effect on March 17, 2008, after the filing of a Conveyance Plat in accordance with the CITY's Subdivision Ordinance. Notwithstanding anything in the Original Agreement and/or this First Amendment to the contrary and upon satisfaction of its obligation in this Section 9, SLC shall have no further obligation to construct any other hike/bike trails in order to finish buildout of Tucker Hill as generally shown on the Tucker Hill Conceptual Master Plan attached to this First Amendment as Exhibit 2.
- C. The BILLINGSLEY PARTIES' obligation to construct hike/bike trails as shown on Exhibit D-2 of the Original Agreement that are situated within, upon, about, and across the Billingsley Tracts is hereby amended and restated in its entirety, such that the BILLINGSLEY PARTIES are hereafter obligated to construct the hike/bike trails identified on Exhibit 4 attached to this First Amendment (the "Amended Trail Exhibit") and incorporated herein by reference for all purposes. The BILLINGSLEY PARTIES shall complete construction of the hike/bike trails identified on the Amended Trail Exhibit that are situated within, upon, about, and across the Billingsley Tracts on the southern side of Wilson Creek within two (2) years from the Effective Date, all in accordance with the Park Dedication provisions of Sections 40-131, *et seq.*, of the CITY's Subdivision Ordinance, in effect on March 17, 2008, after the filing of a Conveyance Plat in accordance with the CITY's Subdivision Ordinance.
- D. The Billingsley Parties shall dedicate and construct all other parks and hike/bike trails within the Billingsley Tracts in strict compliance with the Original Agreement.

Section 10. Continuation of Development of SLC Tract

- A. Following the final execution of this First Amendment by DEVELOPERS, as well as SLC's full performance of all the obligations and requirements set out in Sections 4, 5, 9 and 19.E. of this First Amendment, including compliance with any other plat approval requirements in accordance with the Code of Ordinances, City of McKinney, Texas (the "McKinney Code"), SLC shall have the right to finish

buildout of Tucker Hill as generally shown on the Tucker Hill Conceptual Master Plan attached to this First Amendment as Exhibit 2., including any lots in excess of 625 that are permitted by the current zoning of the SLC Tract as of the Effective Date. Notwithstanding the foregoing, if SLC fails to timely make any payment or conveyance to CITY required under Sections 4 or Section 5 of this First Amendment, the CITY shall have the right to immediately (i) issue a stop work order against ALL construction activities on the SLC Tract relating to Phases 5-9, and (ii) withhold any further plat approvals, permit issuances and approvals, and inspections and green tags for any work performed, being performed, or sought to be performed upon and about the SLC Tract until such time as SLC cures any such failure.

- B. As of the Effective Date of this First Amendment, 381 single-family lots have been developed in Tucker Hill by SLC. The remainder of the SLC Tract shall be developed in phases (in no particular order) generally configured and identified as Phases 5, 6, 7, and 9 on the Tucker Hill Conceptual Master Plan, attached hereto as Exhibit 2. The exact configuration of each phase, the number of lots permitted, and the infrastructure required shall be determined at the time of platting of each such phase.
- C. SLC's right to finish the buildout of single-family lots on the SLC Tract shall be subject to the provisions of the City's development regulations to the extent such regulations are not in conflict with this First Amendment. In the event of such a conflict, this First Amendment shall control.

Section 11. Tucker Hill Agreements

SLC and the BILLINGSLEY PARTIES have previously entered into multiple agreements relating to the allocation of such parties' respective duties and obligations under the Original Agreement. Simultaneous with the execution of this First Amendment which First Amendment includes amendments of the Original Agreement, SLC and the BILLINGSLEY PARTIES agree, pursuant to the Release and Termination Agreement (the "**Termination Agreement**") to execute said Termination Agreement which shall modify, cancel, and terminate the "Tucker Hill Agreements," defined below, on the terms and conditions of the Termination Agreement. In the event of any conflict between the Termination Agreement and this First Amendment governing the rights, duties, or obligations of SLC or the BILLINGSLEY PARTIES under the Tucker Hill Agreements, the Termination Agreement shall control. The multiple development-related agreements (collectively, as amended, herein referred to as the "**Tucker Hill Agreements**") are:

1. Development and Easement Agreement, effective July 8, 2005, recorded as Document No. 2005-0173735 in the Official Public Records of Collin County, Texas.
2. Roadwork Agreement, effective March 15, 2012.

3. Escrow Agreement, effective March 15, 2012.

Section 12. Conveyance of Right-of-Way for Stonebridge Drive North of Wilson Creek

- A. Within sixty (60) days after the Effective Date of this First Amendment, the BILLINGSLEY PARTIES shall dedicate by Right-of-Way Warranty Deed, Conveyance Plat or Final Plat, to the CITY, at no cost and in compliance with CITY's ordinances, rules, and regulations applicable to the conveyance or dedication of public right-of-way, the full width of the right-of-way for Stonebridge Drive, being a four-lane cross-section, having a variable width of 120-126 feet in width at mid-block, 137 feet where there are right turn lanes, and 145 feet at the intersection of Stonebridge Drive with the south right-of-way of Bloomdale Road, including all necessary slope, visibility, drainage, and temporary construction easements, from the southern boundary line of the Billingsley Tracts and extending in a northerly direction along, upon, over, and across the Billingsley Tracts to the northern property line of the Billingsley Tracts (collectively the "**Billingsley Stonebridge R-O-W**") plus a thirty-foot (30') wide water line easement adjacent to the western side of the Stonebridge R-O-W, plus the full width of the right-of-way for Bloomdale Road, being a four-lane cross-section, having a width of 130 feet in width at mid-block, 137 feet where there are right turn lanes, including all necessary slope, visibility, drainage, and temporary construction easements, and including the full right-of-way for the proposed Bloomdale/Stonebridge Drive intersection lying within the Billingsley Tracts, from the said intersection and extending in an easterly and southeasterly direction along, upon, over, and across the Billingsley Tracts to the newly established intersection of Bloomdale Road with the Texas Department of Transportation's proposed US 380 Loop at or about the eastern property line of the Billingsley Tracts (collectively the "**Billingsley Eastern Bloomdale R-O-W**"), being approximately 2,300 linear feet.

Section 13. Timing of Construction of Stonebridge Drive North of Wilson Creek and the Wilson Creek Bridge

Notwithstanding the terms of the Original Agreement, the CITY shall construct the "Billingsley Project," defined in Section 14.B, below, at CITY's sole cost, on or before January 1, 2028. The Billingsley Project shall be located within the horizontal and vertical locations determined by the CITY.

Section 14. Billingsley Parties Payments Toward City's Construction of Stonebridge Drive North of Wilson Creek and the Wilson Creek Bridge

- A. Within five (5) business days following the Effective Date, the BILLINGSLEY PARTIES shall pay the CITY **\$4,900,000.00** (the "**Billingsley Roadway/Bridge Contribution**").

- B. The CITY shall utilize the Billingsley Roadway/Bridge Contribution, to fund the design and construction of the following (collectively the “**Billingsley Project**”): two (2) northbound lanes of Stonebridge Drive beginning at the southern boundary of the Billingsley Tracts and continuing in a northerly direction along, upon, over, and across parcels through the Billingsley Tracts to the intersection of Bloomdale Road, including a right-turn lane at said intersection and including the Wilson Creek Bridge.
- C. The CITY and the BILLINGSLEY PARTIES hereby agree that, except for the Billingsley Roadway/Bridge Contribution, the CITY shall be responsible for the payment of all costs and expenses attributable to the Billingsley Project. Notwithstanding the foregoing, if the BILLINGSLEY PARTIES fail to timely make any payment or conveyance to CITY required under Section 12 and Section 14 of this First Amendment, the CITY shall have the right to immediately (i) issue a stop work order against ALL construction activities on the Billingsley Tracts, and (ii) withhold any further plat approvals, permit issuances and approvals, and inspections and green tags for any work performed, being performed, or sought to be performed upon and about the Billingsley Tracts until such time as the BILLINGSLEY PARTIES cure any such failure.
- D. All payments from the BILLINGSLEY PARTIES to CITY under this Section 14 shall be made by wire transfer on or before the dates listed above. If the BILLINGSLEY PARTIES shall default in making any payment required under this Section 14, the CITY shall have the remedies set forth in Section 14.C. above and SLC shall have the remedies set forth in the Termination Agreement, hereinabove defined.

Section 15. Original Agreement Amendments and Deletions

- A. Exhibit B, Section A of the Original Agreement shall hereafter be amended to read as follows:
 - A. **THOROUGHFARES.** Construction of required thoroughfares includes paving, drainage, striping, street lighting, sidewalks, electrical and irrigation conduits, erosion control, and any other necessary appurtenances thereto required for a complete installation pursuant to the CITY Code (subject, however, to Paragraph No. A.4 below).
 - 1. Subject to any contrary provisions of the First Amendment which provisions shall control, the DEVELOPERS shall dedicate, at no cost to the CITY, that amount of right-of-way across the Property along Ridge Road, Bloomdale Road, and Wilmeth Road that will yield:
 - a. the complete ultimate right-of-way width where the aforementioned thoroughfares are completely contained on and within the Property as depicted generally on Exhibit A;

- b. one-half of the ultimate right-of-way width where the thoroughfares are adjacent to or along the frontage or perimeter of the Property as depicted generally on said Exhibit A; and
- c. The ultimate right-of-way width at intersections of major thoroughfares to accommodate four lanes plus the left-turn lanes together with such additional right-of-way as necessary to create safe transitions into and out of such intersections.

Such right-of-way dedications and ultimate right-of-way widths include all right-of-way necessary for turning lanes and medians.

- 2. The DEVELOPERS shall construct concurrent with the development and platting of the applicable adjacent portion or phase of the Property or as otherwise necessary to serve the portion or phase of the Property then being platted and developed, at no cost to CITY, the thoroughfare improvements in the widths set forth on the CITY's Transportation Plan.

Construction of such thoroughfare improvements shall be in accordance with Exhibits A and D-3 and otherwise in accordance with the Subdivision Ordinance, Transportation Plan and Street Design Standards of CITY, and the plans therefor shall be approved by the CITY Engineer or his agent prior to approval of a Development Permit for any portion of the Property adjacent to the respective thoroughfare.

- 3. The DEVELOPERS shall construct turn lanes and median openings necessary to serve the Property at no cost to CITY as required by the Transportation Plan and Street Design Standards of CITY, and as approved by the CITY Engineer prior to issuance of a Certificate of Occupancy.
- 4. CITY, at its cost and expense, shall provide signalization of thoroughfare intersections at such time as CITY deems necessary. In no event shall DEVELOPERS be responsible for any portion of the costs or expenses incurred for any such signalization save and except the costs and expenses associated with installing the conduit and signal pedestals which shall be installed by DEVELOPERS during the construction of said roadways and/or as necessary at then existing signal lights.
- 5. Subject to any contrary provisions of the First Amendment which provisions shall control, CITY'S Master Hike and Bike Trail Plan, as in effect as of the date of signing of the Agreement to which this

Exhibit B is attached, as well as Exhibit D-2, indicates a hike and bike trail system through a portion of the Property; therefore, the DEVELOPERS shall construct the following portions of such hike and bike trail as the applicable portion or phase of the Property adjacent to the applicable portions of such trail are developed. The hike and bike trails to be constructed pursuant to Exhibit D-2 are generally described as follows:

- a. Along the south side of Wilson Creek from US Highway 380 to Stonebridge Drive;
- b. Along the west side of Stonebridge Drive, from the southwestern boundary of the Property to Wilmeth Road;
- c. Along the east side of Stonebridge Drive from Wilmeth Road to the Irving Waterline easement;
- d. Subject to all necessary approvals of the City of Irving and the CITY's Engineer and Parks Director, across the Irving Waterline easement from the east side of Stonebridge Drive to the eastern edge of the Property; and,
- e. Along the west side of Stover Creek from the Southeastern edge of the northeastern tract to Bloomdale Road.

Off-grade crossings shall be provided to connect the trail along Wilson Creek with the trail along Stonebridge Drive and also to connect the trail along Wilmeth Road with the trail along the Irving Waterline easement. Final location of the trail shall be as generally illustrated on Exhibit D-2 and as approved by the CITY's Director of Parks and Recreation. The trail shall be designed in accordance with the provisions of this Agreement, the CITY's Code of Ordinances, the Master Hike and Bike Trail Plan and as approved by the CITY's Director of Parks and Recreation.

6. The DEVELOPERS shall have the option to pay cash in lieu of constructing the median landscaping in each divided roadway constructed by the DEVELOPERS at the time of platting of each particular development phase of the Property. The amount of cash required in lieu of such construction shall be based on an amount equal to Seventeen and No/100 Dollars (\$17.00) per linear foot of frontage if the applicable roadway is constructed within ten (10) years after the date of this Agreement. If the applicable roadway is constructed after such initial 10-year period, the amount of cash required in lieu of such construction per linear foot of frontage shall be based on the applicable amount set forth in the City Ordinance

then in effect at the time such roadway is constructed.

7. The BILLINGSLEY PARTIES shall receive impact fee credits for the portions of roadways and thoroughfares that are shown on the CITY's Transportation Plan to the extent that such roadways and thoroughfares are incorporated into the Impact Fee Capital Improvement Program ("IFCIP") and such roads and thoroughfares are actually constructed by the BILLINGSLEY PARTIES. Notwithstanding anything in the Agreement to the contrary, it is understood and agreed that the estimated cost of construction of such roadways and thoroughfares related to the development of the Billingsley Tracts equals or exceeds the amount of the Roadway Impact Fees which would otherwise be applicable for the entire development of the Billingsley Tracts and therefore no Roadway Impact Fees shall be due from the BILLINGSLEY PARTIES to CITY for the Property for up to nine hundred forty-eight (948) single family dwelling units provided that the roadways and thoroughfares required herein are constructed by or on behalf of the BILLINGSLEY PARTIES. The roadways and thoroughfares eligible for said Roadway Impact Fee credits, and which must be constructed to receive such credits, are described in Paragraph No. 2 herein above. In the event that the BILLINGSLEY PARTIES (or one or more of their respective affiliates) acquires additional land within the same general area as the Property, the BILLINGSLEY PARTIES will be allowed to transfer their rights (if any) to any remaining impact fee credits resulting from the construction of eligible roadways in connection with the development of such additional land.
8. If changes to the CITY's current Subdivision Ordinance or Street Design Standards in effect at the time of the approval of the Agreement by City Council materially increase costs of arterial roadway construction due to any change in specifications and/or scope of the proposed or required Public Improvements eligible for impact fee credits, the DEVELOPERS affected thereby shall receive an increase in impact fee credits in a proportional amount upon documentation by such DEVELOPERS and approval of the CITY (which will not be unreasonably withheld, conditioned or delayed) of the amount of such increased costs.

B. UTILITIES.

1. The DEVELOPERS shall construct water and wastewater improvements on each portion or phase of the PROPERTY concurrent with the development and platting of that particular portion or phase of the Property as necessary to support development of that portion or phase of the Property and to install

lines shown in and required by the CITY's Master Water and Sewer Plans, as illustrated generally on the attached Exhibits D-4 and D-5. In the event of any conflict between the CITY'S Master Water and Sewer Plans and Exhibits D-4 and D-5, the CITY'S Master Water and Sewer Plans shall control. The DEVELOPERS shall also be responsible for the relocation of any utility lines necessitated by or arising out of the development of the Property subject to the approval of the CITY Engineer.

2. The BILLINGSLEY PARTIES shall construct the sewer line in the Stover Creek drainage basin in order to serve the portion of the Property north of Wilson Creek, as illustrated generally on the attached Exhibit D-5. In the event of any conflict between the CITY'S Master Water and Sewer Plans and Exhibit D-5, the CITY'S Master Water and Sewer Plans shall control. CITY shall reimburse the BILLINGSLEY PARTIES for the actual costs of any sewer line in excess of the cost of the larger of a twelve-inch (12") diameter line or such greater sewer line size necessary to serve the Property, for those offsite or onsite sewer lines determined necessary for oversize according to the CITY Engineer to serve the development of parcels other than the Property. Such reimbursement for oversizing lines necessary to serve other properties shall be made through the grant or award of impact fee credits or the payment of impact fee credits or the payment of funds specifically designated for such purpose, which form of reimbursement shall be determined at the CITY's sole discretion. The CITY will also reimburse the DEVELOPERS for the oversize cost of offsite sewer lines constructed by the DEVELOPERS to the extent that such lines are eligible for pro rata reimbursement and to the extent only that the CITY actually collects pro rata payments therefore in accordance with the CITY's Code of Ordinances.
3. Utility impact fee credits are available for oversize participation for only those water and sanitary sewer or wastewater lines identified on the IFCIP at the time of construction. Those water and wastewater lines not found on the IFCIP at the time of construction will be available for credits upon their inclusion on a future IFCIP (and the CITY agrees that it will revise the IFCIP to include such lines if it requires the DEVELOPERS to construct lines not shown on the IFCIP). The CITY shall have the option to grant or award water and wastewater impact fee credits against the actual costs of constructing any of the water and/or wastewater oversize improvements above the twelve-inch (12") diameter portion of the utility lines rather than paying an oversize reimbursement. Impact fee credits shall be calculated based on the CITY's then current Utility Impact Fee schedule. In the event CITY has imposed impact

fees with respect to any portion of the PROPERTY during the 12 month period immediately preceding the effective date of this Agreement, such impact fees shall be paid or reimbursed, as applicable, to the applicable DEVELOPERS.

4. The DEVELOPERS shall have the right to connect to the existing thirty-six inch (36") diameter 850 Pressure Zone water main in University Drive (US 380) and Stonebridge Drive to provide water service for the portion of the PROPERTY owned by such DEVELOPER save and except as shown otherwise on the CITY's Master Water Plan.
5. DEVELOPERS shall also dedicate a waterline easement to the CITY along and adjacent to the right-of-way for University Drive (US 380) to allow for the relocation of the water main situated in University Drive (US 380) right-of-way in the event that the Texas Department of Transportation requires that said water main be relocated.

C. RIGHT-OF-WAY ACQUISITION

1. The DEVELOPERS shall use commercially reasonable efforts, as determined by the CITY Engineer, to obtain any and all offsite right-of-way and/or easements as necessary for the construction of the public improvements described above in the Item No. A – Thoroughfares and Utilities for which such DEVELOPERS are responsible. However, in the event that the DEVELOPERS are unable to acquire all of the necessary right-of-way and/or easements within a three (3) month period beginning upon written notice to CITY, then CITY agrees to use its eminent domain authority, upon written request by such DEVELOPERS, for right-of-way and easement acquisition to the extent allowed by law. All costs and expenses incurred by the CITY in connection with such eminent domain actions and acquisition of such rights-of-way and easements including, but not limited to, settlements, court awards, damages, interest, expert witness fees, mediation fees, attorney's fees, deposition costs, copy charges, courier fees, postage and taxable costs of court shall be reimbursed to the CITY by DEVELOPERS as such costs are billed to CITY by the CITY's designated legal counsel and within 20 calendar days after DEVELOPERS have been informed of such costs and expenses.

D. DRAINAGE COST PARTICIPATION

1. The DEVELOPERS shall be required to participate in CITY's portion of the estimated costs of improvements to the onsite Natural Resources Conservation Service (NRCS) Lake 1A directly

proportional to the platted property tributary to the lake. CITY will prepare a preliminary design and construction cost estimate of the necessary improvements to bring the NRCS Lake 1A facility up to performance standards consistent with an urban floodwater retarding structure. It is understood that CITY's portion of the total cost of such improvements is 35% with the remaining 65% being contributed by federal grants. The DEVELOPERS' (and the Property's) sole participation in the cost and improvement of the NRCS Lake 1A rehabilitation project is satisfied by the above-described cost participation assuming the facility is rehabilitated to currently applicable federal and state standards. CITY agrees that the timing of any improvements to the NRCS Lake 1A is the responsibility of CITY and that the timing of performing such improvements shall in no way inhibit the DEVELOPERS' ability to develop any portion of the Property. The DEVELOPERS shall permit the CITY and its contractors all reasonable access necessary for the rehabilitation project, construction and future maintenance of NRCS Lake 1A facilities and improvements at no cost to the CITY.

2. The DEVELOPERS may reclaim floodplain along Wilson Creek and its tributaries to the extent allowable and in accordance with the regulations governing flood plain development as set forth by the Federal Emergency Management Agency (FEMA) and the CITY's then applicable ordinances.

B. Exhibit E of the Original Agreement shall hereafter be deleted in its entirety.

Section 16. Continuity

This First Amendment shall be a covenant running with the land, and be binding upon the DEVELOPERS, their successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest in the Property now or in the future. At such time as any portion of the Property shall be improved with vertical improvements for which vertical improvements a final green tag or certificate of occupancy is issued, the covenant herein shall be deemed to be released with respect to such improved property only, and subsequent owners of such improved property shall have no obligations or liabilities hereunder.

Section 17. Assignability

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

Section 18. Execution by the Parties / Effective Date

Once executed by **all PARTIES**, this First Amendment shall become effective on the date that the last party executes (the "Effective Date").

Section 19. General Provisions

- A. The PARTIES acknowledge and agree that the Property may be developed in portions or phases, and that the duties and obligations set forth herein regarding the Required Improvements together with such other public improvements as the CITY believes are necessary to serve the portion or phase of the Property being developed may also be performed in stages corresponding to the phased development of the Property.
- B. The PARTIES further acknowledge and agree that the development of each of the DEVELOPERS' parcels or tracts of land within the Property may be dependent, in part at least, upon the performance of duties and obligations of one or more of the other DEVELOPERS regarding the Required Improvements set forth herein.
- C. The allocation of the cost and responsibility for the performance of the duties and obligations, to the extent not set out in this First Amendment as among the DEVELOPERS, is a private matter to be determined by and between the DEVELOPERS. Save and except its obligation to construct the SLC Project and the Billingsley Project, the CITY's only concern in this regard is that the Required Improvements and other necessary public improvements are completed and finally accepted by the CITY so as to provide adequate public facilities to the residents of the CITY.
- D. If requested by CITY, SLC will cooperate with the CITY in presenting this First Amendment to WILLIAMS.
- E. Concurrently with the Effective Date of this First Amendment, SLC and the BILLINGSLEY PARTIES do hereby waive and release the CITY from all claims SLC and the BILLINGSLEY PARTIES may have against the CITY arising prior to this First Amendment.
- F. In the event of any conflict or inconsistency between the Original Agreement and this First Amendment, the terms of this First Amendment shall control.

[Signatures begin on following page.]

2-21-24

CITY OF MCKINNEY, TEXAS

By: _____
PAUL G. GRIMES
City Manager

Date Signed: _____

ATTEST:

EMPRESS DRANE
City Secretary
TENITRUS BETHEL
Deputy City Secretary