

**SEVENTH AMENDMENT TO DEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF WESTON, HONEY CREEK PARTNERS, L.P., WESTIN LAND LTD.,
EAST FORK PARTNERS, LTD. AND D.R. HORTON - TEXAS, LTD.**

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

THIS SEVENTH AMENDMENT TO DEVELOPMENT AGREEMENT ("Seventh Amendment") is made by and between the CITY OF WESTON, TEXAS, a municipal corporation (the "Municipality"), HONEY CREEK PARTNERS, L.P., a Texas limited partnership, and WESTIN LAND LTD., a Texas limited partnership (collectively the "Owner"), EAST FORK PARTNERS, LTD., a Texas limited partnership ("East Fork"), and D.R. HORTON - TEXAS, LTD., a Texas limited partnership ("Horton"), acting by and through their respective authorized representatives. The Municipality, Owner, East Fork and Horton are sometimes collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the Municipality and the Owner previously entered into that certain Development Agreement (the "Original Development Agreement") dated effective as of December 13, 2005, as amended by that certain First Amendment to Development Agreement (the "First Amendment") dated effective as of September 12, 2006, that certain Second Amendment to Development Agreement (the "Second Amendment") dated effective as of December 12, 2006, that certain Third Amendment to Development Agreement (the "Third Amendment ") dated effective as of February 13, 2007, that certain Fourth Amendment to Development Agreement (the "Fourth Amendment ") dated effective as of June 18, 2009, that certain Fifth Amendment to Development Agreement (the "Fifth Amendment ") dated effective as of August 14, 2012 and that certain Sixth Amendment to Development Agreement (the "Sixth Amendment") dated effective as of January 8, 2009 (with the Original Development Agreement as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment being referred to herein as the "Agreement");

WHEREAS, East Fork is the owner of an approximate 6.9 acre tract which is part of the Property subject to the Agreement;

WHEREAS, Horton is the prospective purchaser of all or part of the Property and a party to the Agreement pursuant to the Sixth Amendment; and

WHEREAS, the Municipality, Owner, East Fork and Horton desire to amend certain terms and provisions of the Agreement as more particularly set forth herein due to changed conditions for the provision of water service to the Property and to correct certain exhibit references due to inadvertent errors in the Sixth Amendment.

NOW, THEREFORE, for and in consideration of the foregoing premises, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged to each and paid by the other, the Municipality, Owner, East Fork and Horton mutually agree as follows:

1. Except to the extent otherwise expressly set forth herein, all capitalized terms shall have the identical meanings as those set forth in the Agreement.

2. The Amended Development Regulations in Exhibit H to the Agreement are deleted in their entirety and Exhibit H attached hereto and incorporated herein for all purposes shall be and is hereby substituted in lieu thereof and in replacement therefor. Owner, East Fork and Horton voluntarily consent and agree to comply with Exhibit H in the construction of any future building on the property notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code.

3. The last sentence of Section 2.03(a) of the Agreement is hereby amended and replaced with the following:

Notwithstanding the foregoing, future amendments to the Governing Regulations by the City will not be applied to the following without the prior written consent of the Owner: (i) those provisions specifically set forth in Sections 2.05 and 2.07 below; (ii) the Concept Plan; (iii) the Approved Plats; and (iv) subdivision regulations with respect to amendments that affect lot size, lot dimensions, lot coverage, building size, setbacks, residential or commercial density, and the timing of the project or conflict with the Concept Plan and Approved Plats. Exhibit H can only be amended with the consent of Owner and City.

4. Section 6.02 of the Agreement is amended to add Section 6.02(c) to read as follows:

(c) The Parties agree to cooperate to address the lack of a centralized sanitary sewer system for existing buildings within the Municipality located north of the Property and north of Weston Road, as depicted in Exhibit "M" hereto. Unless the Municipality determines otherwise, this will require the construction of a trunk line, force main and pump station on and from Chicken Street to serve the property described in the attached Exhibit "Q" hereto. The Municipality will be solely responsible for obtaining title to the pump station site and all necessary easements. Commensurate with the submittal of engineering plans for the first phase development of the Property, Owner will escrow with the Municipality the costs (as reasonably determined by the Municipality's engineer) ("Escrowed Funds") to guarantee the cost to construct the trunk line, force main and pump station on and from Chicken Street, as generally shown on Exhibit "Q" hereto ("Intended Improvements"). Notwithstanding the foregoing, in the event the Escrowed Funds are insufficient to fully fund the actual cost of the Intended Improvements when the construction is commissioned by the Municipality, Owner agrees

to immediately fund the amount of the increased cost upon receipt of written notice from Municipality. Conversely, in the event the Escrowed Funds exceed the actual cost of the Intended Improvements when the construction is commissioned by the Municipality, the Municipality shall reimburse Owner in the amount of the excess funds within thirty (30) days of completion of construction by the Municipality. Completion of construction shall be reasonably determined by the Parties. Individual homeowners will be responsible for tying into the trunk line. When commitments are received for at least twenty (20) individual homeowners to tie into the trunk line, the Municipality may give notice to Owner to construct the connection from the force main to the package plant. Owner shall construct this connection at its cost within six months after receipt of such notice.

5. Section 6.03 of the Agreement is amended in its entirety to read as follows:

(a) Retail Service. Weston Water Supply Corporation ("WWSC") is the current holder of a water CCN that includes portions of the area currently located within the Municipality and portions of the Property. North Collin Special Utility District ("NCSUD") currently owns and operates a water supply and distribution system that serves a portion of the Municipality and holds a CCN on a portion of the Property. Notwithstanding the foregoing, the parties will use reasonable best efforts to enter into an agreement with NCSUD to provide water service to the portion of the Municipality located north of County Road 206 and East of FM 543.

6. All signatories to this Seventh Amendment represent and warrant to the other signatories hereof that each is duly authorized and empowered to execute this Seventh Amendment on behalf of the entity that is a party to this Seventh Amendment.

7. The Parties represent and warrant that, as of the date of this Seventh Amendment and to their knowledge, (a) the Agreement is in full force and effect and has not been modified, amended (except for the amendments listed in the first paragraph of the Recitals of this Seventh Amendment) or assigned; (b) each of the Parties has satisfied all conditions required of it under the Agreements to date; and (c) none of the Parties are in default under any of the terms, covenants or provisions of the Agreement to date. Nothing contained herein shall be construed as a waiver by the Parties of any rights under the Agreement that have not yet expired as of the effective date of this Seventh Amendment, and/or any rights to challenge them.

8. This Seventh Amendment may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and any party hereto may execute this Seventh Amendment by signing any such counterparts. In addition, each and all of the Parties hereto agree that facsimile signatures shall be sufficient to validly bind and obligate the Parties hereunder. The effective date of this Seventh Amendment is the date that the last of the Parties' signatures to this Seventh Amendment is fully and properly affixed to this Seventh Amendment and acknowledged by a public notary.

EXECUTED on this ____ day of _____, 2019.

CITY OF WESTON, TEXAS

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2019, by _____, as _____ of the City of Weston, a Texas municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, who acknowledged to me that she executed the same for the purposes and consideration and in the capacity therein expressed as the act and deed of said corporation.

Notary Public, State of Texas

EXECUTED on this ____ day of _____, 2019.

WESTIN LAND LTD.,
a Texas limited partnership

By: **Land Advisors, Ltd.,**
a Texas limited partnership
Its General Partner

By: **Land Advisors Management, L.L.C.,**
a Texas limited liability company
Its Sole General Partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2019, by _____, as _____ of Land Advisors Management, L.L.C., a Texas limited liability company, as General Partner of Land Advisors, Ltd., a Texas limited partnership, as General Partner of Westin Land Ltd., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

EXECUTED on this ____ day of _____, 2019.

HONEY CREEK PARTNERS, L.P.

a Texas limited partnership

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2019, by _____, as _____ of Honey Creek Partners, L.P., a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration and in the capacity therein expressed as the act and deed of said partnership.

Notary Public, State of Texas

EXECUTED on this ____ day of _____, 2019.

EAST FORK PARTNERS, LTD.,
a Texas limited partnership

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2019, by _____, as _____ of East Fork Partners, Ltd., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

EXECUTED on this ____ day of _____, 2019.

D.R. HORTON - TEXAS, LTD.,
a Texas limited partnership

By: **D.R. Horton, Inc.,**
(a Delaware corporation)
Its Authorized Agent

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2019, by _____, as _____ of D.R. Horton, Inc. a Delaware corporation, the authorized agent of D.R. Horton - Texas, Ltd., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

Exhibit H

Development Regulations

A. Procedural Standards

1. All development shall conform to City of Weston Zoning and Subdivision Ordinances listed in this Development Agreement, and as may be amended in the future. Where there is conflict, the Development Regulations and Concept Plan shall govern. Where the Development Regulations and/or Concept Plan are silent, the City of Weston Zoning and Subdivision Ordinance shall prevail.
2. A Planned Development zoning application shall be applied for the property and shall be in accordance with the Development Regulations and Concept Plan.
3. Section 61 PD Planned Development District Regulation of the City's Zoning Ordinance requires a Site Plan to be submitted and approved with a Planned Development application. The Concept Plan included in the Agreement shall be considered the Site Plan discussed in Section 61, unless a site specific Site Plan is required for any sub-district zoning classification.
4. Section 35 Preliminary Plat of the City's Subdivision Ordinance requires a Concept Plan to be submitted with the Preliminary Plat if the entire property is not being platted. The Concept Plan included herein this Development Agreement shall satisfy this requirement. A preliminary-final plat is valid for twelve months. When a Preliminary Plat or Preliminary-Final Plat has been approved by City Council, the Record Plat, as appropriate, for all or a part of the area shall be submitted within twelve (12) months thereafter. The Record Plat shall remain valid through completion of development. For a Preliminary Plat or a Preliminary-Final Plat that has multiple phases, the Preliminary Plat or Preliminary-Final Plat remains valid so long as a Record Plat for the first phase of development is submitted within twelve months of the Preliminary Plat or Preliminary-Final Plat approval and Record Plat(s) for subsequent phase(s) are submitted every twenty-four (24) months thereafter. If either (1) a Record Plat for all or part of the area in an approved Preliminary Plat or Preliminary-Final Plat is not submitted within twelve months; or (2) for a multi-phased development, Record Plats for subsequent phases are not submitted every twenty-four (24) months, the approval shall terminate and shall be void, unless prior to the expiration of said approval the time for filing of the Record Plat is extended at the written request of the subdivider. The first filing extension (not to exceed 90 days) shall be granted by the plan administrator. Any further extensions shall be considered by the City Council. Pursuant to Section 35(b)(10) of the City's Subdivision Ordinance, the Preliminary-Final Plat for the Property approved by the City Council on May 14, 2019 ("May 2019 Plat") shall remain valid and be extended to May 14, 2021. A Record Plat, for all or part of the area within the May 2019 Plat, shall be submitted by May 14, 2021, otherwise the approval shall terminate and shall be void, unless prior to May 14, 2021 the Record Plat is further extended by the City Council at the written request of the subdivider.
5. Notwithstanding anything contained herein to the contrary, within each Planned Center

(C) and Neighborhood Business (BN) tract, each designated permitted use other than those listed in the “Commercial Type, Retail and Service Uses” listed in Appendix A to the City’s Zoning Ordinance shall require subsequent approval of a Specific Use Permit by the City Council, in accordance with the procedure set forth in Section 36 of the City of Weston Zoning Ordinance, prior to commencement of such use.

6. Prior to the issuance of the 4,000 permit for single family residential construction, a certificate of occupancy for 50,000 square feet of “commercial uses” shall be issued. For the purposes of this section “commercial uses” shall exclude all multi-family or other residential uses.

B. General Standards to apply to both North and South Tracts

1. Land use shall be as shown on the Concept Plan.
2. Maximum single family residential density is 3.7 dwelling units per acre (dua) based on overall gross land area of the property (1,653 acres * 3.7 dua = 6,116 single family units).
3. Max Lot Coverage and Max Floor Area Ratio requirements for all single family residential shall not apply to this development.
4. In all single family residential districts, the minimum front yard setback shall be 20’, the minimum rear yard setback shall be 15’ and the minimum side yard setback shall be 5’ in order to achieve a 10’ separation between structures. This side yard provision may be modified but a 10’ separation between structures shall be maintained at all times. . In the “Old Town Village” (northern tract), porches and stoops shall be permitted to extend closer to the front property line beyond the 20’ front yard setback by up to 5’ by right.
5. Open space and park area size and locations shall be consistent with the Concept Plan.
6. Hike and bike trails shall be provided around detention ponds and developed open spaces larger than 2 acres. All hike and bike trails shall be 8’ wide, 4” reinforced concrete. Benches and trash cans shall be provided at approximately 1,000 foot intervals along hike and bike trails. Pet waste cans every 2,000 foot intervals along the hike and bike trails shall be provided by the Developer. The location of hike and bike trails shall be determined at the time of zoning.
7. Minor modifications to the street and lot layout on the Concept Plan can be made at the developer’s request during preliminary and record plat stage so long as the number of lots shown on the modified layout does not exceed the maximum number of lots shown on the Concept Plan on a per phase basis. Other modifications to the street and lot layout on the Concept Plan can be made during preliminary and record plat stage if mutually agreed upon by City, exercising discretionary and not ministerial judgement, and the Developer.
8. Amenity center sites shall be determined at Zoning. Amenity Centers shall provide off-street pedestrian accessible parking. Amenity Center site shall also provide a minimum of ten (10) parking spaces. Each amenity center will include a splash pad with a minimum of four (4) spray toys.

9. "Key lots" shall have same side yard setbacks as the front yard setback of the perpendicular street.
10. Community and village signage shall reflect the "Weston" name and heritage. The number, location and naming convention of villages within the community shall be determined at the time of zoning. Way-finding signs for neighborhoods within the overall community may be allowed by the City.
11. Street round-about design shall conform to sound engineering practices to accommodate local delivery truck traffic.
12. Major open spaces shall contain splash pads with shade structures. The number and location shall be determined at the time of zoning.
13. School sites shall be of adequate size and configuration to be readily developed by the respective school district.
14. Off-street parking shall be provided at larger open spaces / parks. The location and number of parking spaces shall be determined at the time of zoning.
15. Phasing location and size of phases shall be determined at the time of Preliminary Plat. The developer shall create an overall exhibit of the development which tracks density, and number of units on a per phase basis and for the overall development totals.
16. Title conveyance to each respective school district (McKinney ISD / Celina ISD) for school site locations may contain an automatic reversionary interest in favor of the grantor in the event a school district attempts to transfer title to the school site property, to a third party.

C. North Tract Development Standards

1. Development of the Weston Town Center WTC shall comply with the district regulations in the City's Zoning Ordinance. A Specific Use Permit is required for each use proposed within the Weston Town Center WTC, as the next step in the development process.
2. Development of Single Family Tract 1 shall comply with RS72 district regulations in the City's Zoning Ordinance, as amended. Lots along major collectors shall be minimum 70' wide.
3. Development of Single Family Tract 2 shall comply with RS60 district regulation in the City's Zoning Ordinance, as amended
4. Residential structures within the north tract shall be in keeping with the architectural style and shall contain all of the following architectural features:
 1. Porches or stoops or the combination thereof.
 2. Articulation of dormers or second floor structure that is useable and incorporated to the overall design of the main structure. This shall not apply to a dormer added simply for aesthetic purposes.
 3. Columns that are articulated features of the main structure.

4. Off-sets of the main plain of the structure to create articulated rhythm.
 5. Although the attached exhibit does not illustrate this, all garage doors shall be of carriage style or painted in some way as to avoid a blank rectangular void space.
 6. Placement of front yard tree shall frame and highlight the front façade.
 7. Decorative mailbox poles.
 8. Portrait orientation of front façade windows.
 9. Grade separation between the finish floor elevation of the structure and the centerline of the adjacent street of at least 2 feet.
 10. Recessed garage face of at least five feet.
5. In the northern tract, porches and stoops shall be permissible to extend closer to the front property line beyond the 20' front yard setback by up to 5'.

D. South Tract Development Standards

1. Development of Single Family Residential areas shall comply with RS60 district regulations in the City's Zoning Ordinance as amended the minimum lot area can be reduced to no less than 5,500 square feet.
2. Development of the Planned Center (C) and Neighborhood Business (BN) districts shall comply with the City's Zoning Ordinance. A Specific Use Permit is required for each use, other than those listed in the "Commercial Type, Retail and Service Uses" listed in Appendix A to the City's Zoning Ordinance proposed within the Planned Center (C) and Neighborhood Business (BN) districts as the next step in the development process.
3. Neighborhood Business (BN) Tracts 1 and 3 may develop as Single Family Residential RS60 if sites have not developed as commercial sites; but no earlier than the 4,000th single family residential permit has been issued.
4. The school sites shown may be developed Single Family Residential RS60 if the respective school district (McKinney ISD / Celina ISD) does not purchase the school site within 3 years of preliminary plat approval of the school site, and if purchased, the respective school district does not commence construction of a school facility within 7 years of the date of purchase. An Affidavit or similar document from the respective School District stating the School District's intent to NOT build a school facility shall be required prior to the City considering allowing the reserved school site tracts be developed as single family. Developer shall demonstrate that each tract of land reserved for possible school sites is of adequate size and dimension to allow for a typical school site.

Exhibit M

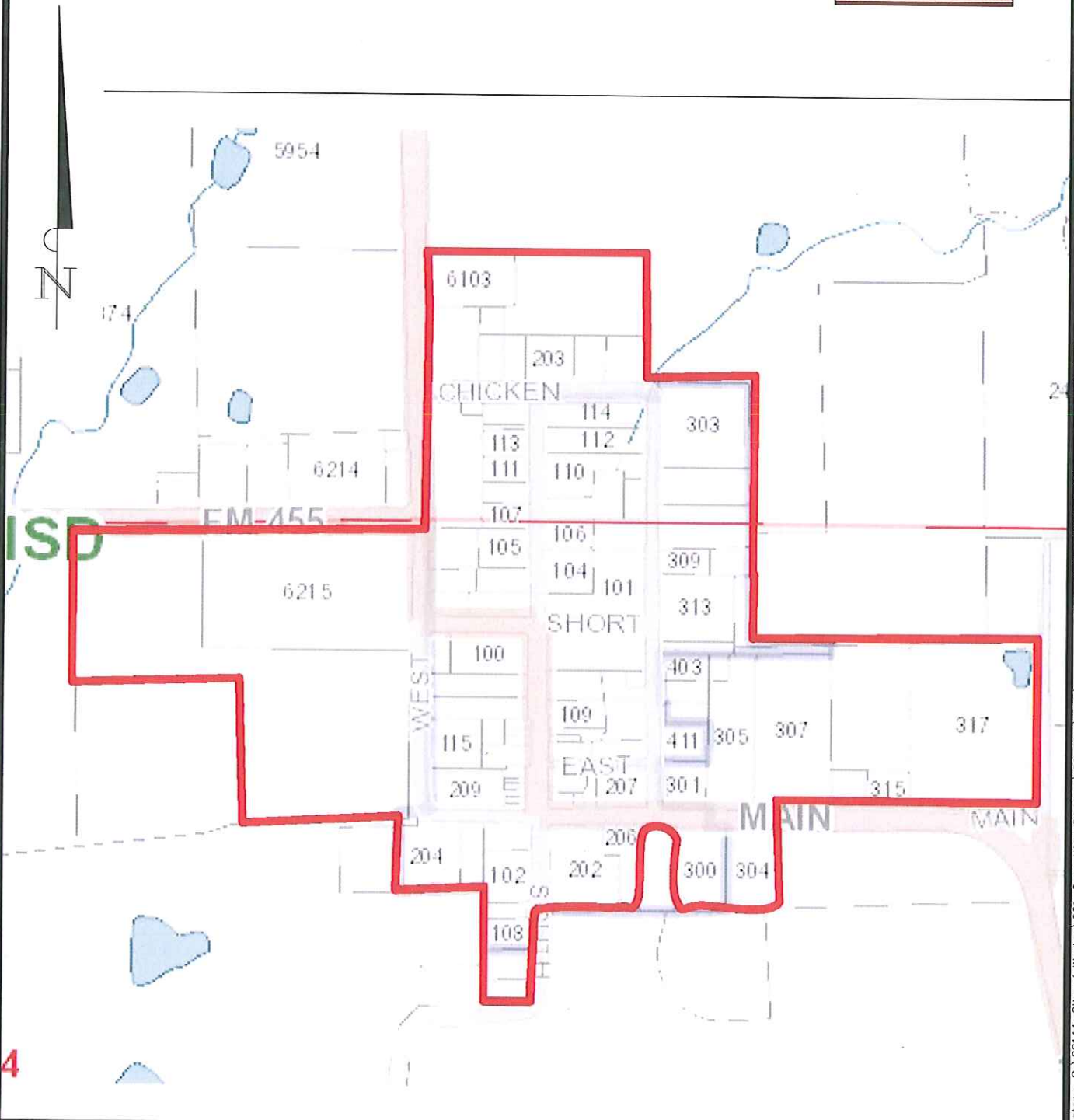


EXHIBIT M

Exhibit Q

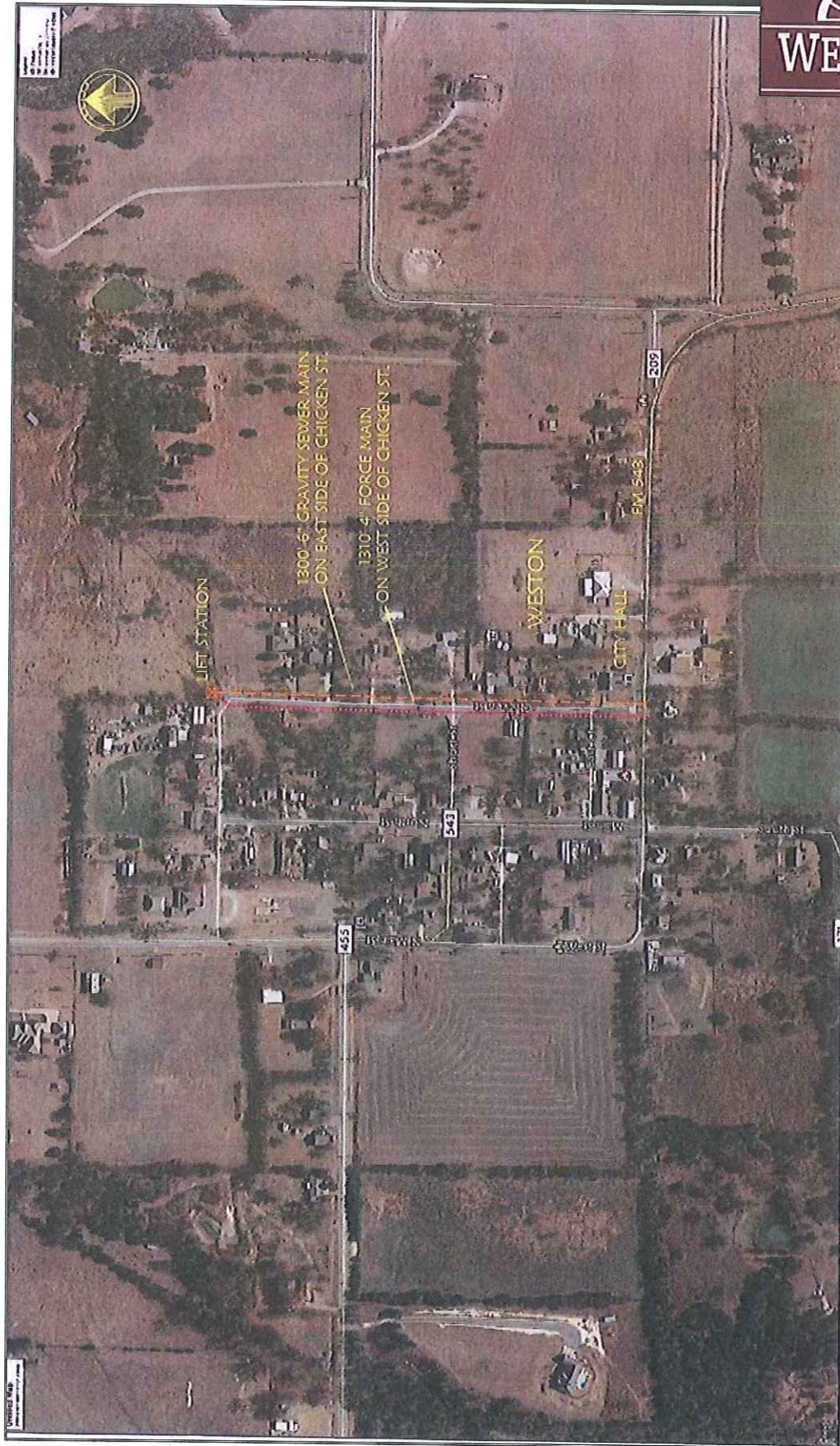


EXHIBIT Q

