

**SIXTH 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 SIXTH AMENDMENT TO DEVELOPMENT AGREEMENT 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. ("East Fork"), and D.R. HORTON TEXAS, LTD. ("Horton"), acting by and through their respective authorized representatives.

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 to Development Agreement") dated effective as of December 12, 2006, that certain Third Amendment to Development Agreement (the "Third Amendment to Development Agreement") dated effective as of February 13, 2007, that certain Fourth Amendment to Development Agreement (the "Fourth Amendment to Development Agreement") dated effective as of June 18, 2009 and that certain Fifth Amendment to Development Agreement (the "Fifth Amendment to Development Agreement") dated effective as of August 14, 2012 (with the original development Agreement as amended by the First, Second, Third, Fourth and Fifth Amendments to the Development Agreement 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 Development Agreement;

WHEREAS, Horton is the prospective purchaser of all or part of the Property and desires to become a party to the Agreement; and

WHEREAS, the Municipality consents to the assignment of this Agreement from Owner to Horton pursuant to Section 10.04 of the Agreement in the event title to all or part of the Property is conveyed to Horton with respect to that portion of the Property conveyed to Horton;

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 caused by the potential acquisition of the Property.

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 and Owner 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. Immediately upon the conveyance of title to all of the Property to Horton, all obligations and rights of the "Owner" throughout the Agreement are transferred to Horton. Honey Creek Partners, L.P., Westin Land, Ltd. and East Fork shall have no further obligations under the Agreement after title to the Property is conveyed to Horton, its affiliates and/or assigns. In the event only a portion of the Property is conveyed to Horton, Municipality may require Honey Creek Partners, L.P., Westin Land, Ltd. and/or East Fork to perform where the Agreement obligates the "Owner" to perform notwithstanding ownership of the applicable underlying portion of the Property. Horton shall be entitled to the benefits of this Agreement as it relates to the portion of the Property, if any, it has purchased.

3. The Concept Plan attached as Exhibit "C" to the Fifth Amendment to Development Agreement must be revised due to the new development plan proposed by Horton. The revised Concept Plan attached to this Sixth Amendment as Exhibit "C" hereto is hereby substituted for, and replaces, the Concept Plan attached as Exhibit "C" to the Fifth Amendment to Development Agreement. The Project Street Plan attached as Exhibit "K" to the Fifth Amendment must similarly be revised. The revised Project Street Plan attached to this Sixth Amendment as Exhibit "K" is hereby substituted for, and replaces, the Project Street Plan attached as Exhibit "K" to the Fifth Amendment.

4. In accordance with Section 2.02 of the original Development Agreement, title to two noncontiguous tracts of land totaling 5.9 acres ("Noncontiguous Tracts") have been irrevocably offered to the Municipality with title to that certain 3.6 acre tract having been accepted but title to that certain 2.3 acre tract not having been accepted or rejected by the Municipality. Municipality and Owner agree that a single tract of land constituting a minimum of 6.0 acres ("Municipal Tract") should be conveyed to the Municipality at the location shown on the Concept Plan. The Municipal Tract shall be subject to the same conditions in Section 2.02 related to the 3.6 acre tract. At a time of Municipality's choosing, Municipality shall execute a release ("Release") and any other reasonable document requested by Owner allowing Owner to then revoke the offer of title to that certain 2.3 acre tract out of the Noncontiguous Tracts. Owner shall, contemporaneous with the delivery of the Release, convey title to Municipality to the remaining 2.4 acres adjacent to the 3.6 acre tract as consideration for the Release. Exhibit D to the Development Agreement is deleted in its entirety and Exhibit D attached hereto and incorporated herein for all purposes shall be and is hereby substituted in lieu thereof and in replacement therefor. Section 2.02 is further amended to add the following language at the end of Section: "Parkland dedication shall be calculated, applied and credited, where applicable, in accordance with the manner and method of dedication provisions set forth in the Subdivision Regulations of the City of Weston. The foregoing notwithstanding, Municipality may accept up to fifty percent (50%) of the parkland dedication otherwise required, through the establishment of restricted private open space. At a minimum, the private open

space must be accessible to the public and shall also be subject to the suitability criteria for the conveyance of land for park purposes, as set forth in the Subdivision Regulations of the City of Weston.”

5. The parties agree that the Governing Regulations listed in Section 2.03 should be updated. The Municipality's subdivision ordinance provisions in Exhibit E and Exhibit H to the Development Agreement are deleted in their entirety and Exhibit E attached hereto and incorporated herein for all purposes shall be and is hereby substituted in lieu thereof and in replacement therefore. The Municipality's zoning ordinance provisions in Exhibit F and Exhibit H to the Development Agreement are deleted in their entirety and Exhibit F attached hereto and incorporated herein for all purposes shall be and is substituted in lieu thereof and in replacement therefore. The Municipality's building codes in Exhibit G to the Development Agreement are deleted in their entirety and Exhibit G attached hereto and incorporated herein for all purposes shall be and is hereby substituted in lieu thereof and in replacement therefore. The Amended Development Regulations in Exhibit H to the Development 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 therefore.

6. Section 6.02(b) of the Agreement is amended to read in its entirety as follows:

(b) Future Wholesale Service. The Parties recognize that in the future the Parties may agree to obtain permanent wastewater treatment service from the NTMWD or other regional provider. In this event, the Owner and Municipality agree to reasonably cooperate to establish the size and alignment of the offsite sanitary sewer trunk line, as well as identify and size any necessary related improvements. The sanitary sewer trunk line shall be sized to accommodate flow not only from the Project, but also from certain areas within the Municipality as depicted in Exhibit “M” attached hereto. As further part of the process for securing permanent wastewater services from NTMWD or other regional provider, the Municipality's WWTP will be converted to a scalping plant for irrigation purposes, as well as to reduce the required downstream trunk sanitary sewer line sizing. To the extent of its ownership Municipality agrees that Owner shall have a first right of refusal to purchase irrigation water from the scalping plant.

7. Paragraph (D) of Section 6.02(a)(iii) of the Development Agreement, incorporated into the Development Agreement by the First Amendment, is repealed in its entirety. 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 Weston buildings located north of the Property and north of Weston Road, as depicted in Exhibit “M” hereto. Unless 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 “M” 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 City the costs (as reasonably determined by the City engineer) (“Escrow Funds”) to construct the trunk line, force main and pump station (“Intended Improvements”) on Chicken Street. 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 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 Municipality, Municipality shall reimburse Owner in the amount of the excess funds. 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 City 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 notice.

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

(a) Retail Service. Weston WSC is the holder of a water CCN that includes portions of the area currently located within the Municipality and portions of the Property. Further, Weston WSC currently owns and operates a water supply and distribution system (the “WWSC System”) that serves a portion of the Municipality. North Collin Special Utility District (“NCSUD”) currently owns and operates a water supply and distribution system (the “NCSUD System”) to service, among other areas, a portion of the Municipality. The Parties agree that the Municipality ultimately shall be the exclusive retail water provider for all land within the Municipality (including the Property) and agree to reasonably cooperate to achieve that end. Notwithstanding the foregoing, the Parties intend that fresh water supply may initially be provided by NCSUD to that portion of the Property located north of C.R. 206 and east of F.M. 543, depicted in the attached Exhibit “N” hereto (“SE Sector”). The Parties agree to cooperate together and with NCSUD to allow NCSUD to provide water to the SE Sector until such time as the Municipality has developed the necessary infrastructure and capacity to fully serve the SE Sector. At that time, all NCSUD infrastructure and rights for the SE Sector will be transferred to the Municipality. Owner shall be responsible for all costs incurred to enable the NCSUD to serve the SE Sector.

9. Section 7.02(a) of the Development Agreement is amended to read as follows:

(a) For Purposes of this Section 7.02(a), the terms “Infrastructure,” “Onsite Infrastructure,” and “Offsite Infrastructure” shall

each exclude “Onsite Roads” and “Offsite Road Improvements.” All Infrastructure shall be designed in accordance with sound engineering principles, and the applicable standards and specifications of the TCEQ, Municipality and any other agency having jurisdiction, subject to Owner’s right to claim vesting, where applicable. Municipality will have the responsibility to design major infrastructure (which shall include: lift stations, pump stations, ground storage tanks or reservoirs, elevated storage tanks, water wells, waste treatment facility, transmission mains, force mains, and major sewer mains) that will serve the Municipality in general such as, but not limited to a waste water treatment plant and off-site water system improvements which connect off-site wholesale take points to the Municipality’s water system, pump stations and storage tanks. Owner and District will have the responsibility to design minor infrastructure intended solely to benefit the Property. The final plans, specifications, and the District’s engineer’s opinion of probable costs for the components of the Onsite Infrastructure, shall be submitted to and approved by all Parties (with such approval not to be unreasonably withheld, conditioned or delayed) prior to advertising for bids for the construction thereof. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that the Municipality’s engineer (“Municipality’s Engineer”) shall design all major Onsite and Offsite Infrastructure at Owner’s sole cost. Each Party’s respective design responsibilities are identified in the attached and incorporated Exhibit “O;” provided, however, that the location of the various Infrastructure depicted therein is approximate and conceptual and may be changed as actual development occurs. However, the Owner’s engineer (“Owner’s Engineer”) shall have the right to review and comment upon such design. The Owner’s Engineer shall be mutually acceptable to all Parties. During the design of both Onsite Infrastructure and Offsite Infrastructure, Municipality may require that the Infrastructure be upsized beyond what is determined to be reasonably necessary to serve the intended area, in order to account for future demand. Municipality agrees that it is solely responsible to pay for the difference between the engineering, construction and soft costs related to the upsizing of the Infrastructure and the engineering, construction and soft costs of the Infrastructure without upsizing.

10. Persons and addresses for notice purposes are amended to add the following:

The Owner's attorney is changed from Mark V. Murray to Arthur Anderson at the following address:

Attn: Arthur J. Anderson
Winstead PC
2728 N. Harwood Street
Dallas, TX 75201

(Tel) 214-745-5745
(Fax) 214-745-5390

In the event Horton acquires all or part of the Property subject to this Agreement, notice will be forwarded as follows:

Attn: David Booth
D.R. Horton, Inc.
4306 Miller Road
Rowlett, TX 75088

With a copy to (which will not constitute notice):

Attn: Jim Ilkenhans, Regional Counsel
D.R. Horton, Inc.
4306 Miller Road
Rowlett, TX 75088

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

12. The Parties represent and warrant that, as of the date of this Sixth Amendment and to their knowledge, (a) the Development Agreement is in full force and effect and has not been modified, amended or assigned; and (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 Development 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 and of the date of this Agreement, and/or any rights to challenge the other of them.

13. This Sixth 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 Sixth 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.

EXECUTED on this 13th day of December, 2018

CITY OF WESTON, TEXAS

By: Patti Harrington
Patti Harrington, Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

STATE OF TEXAS §
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COUNTY OF COLLIN §

This instrument was acknowledged before me on Dec 13, 2018, by Patti Harrington, Mayor 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.



Susan M Coffey
Notary Public, State of Texas

EXECUTED on this 7th day of January, 2018

WESTIN LAND LTD.,
a Texas limited partnership

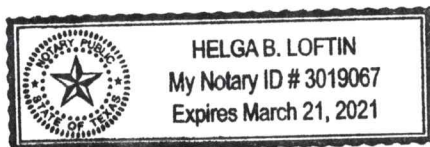
By: **Land Advisors, Ltd.,**
a Texas limited partnership
Its General Partner

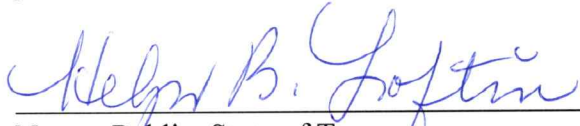
By: **Land Advisors Management, L.L.C.,**
a Texas limited liability company
Its Sole General Partner

By: 
Dan O. Tomlin III
President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on 01-07, 2018, by Dan O. Tomlin III, as President 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

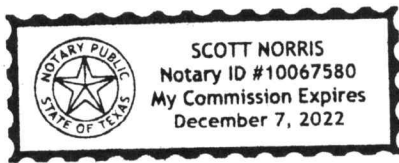
EXECUTED on this 7TH day of JANUARY, ~~2018~~ 2019

HONEY CREEK PARTNERS, L.P.

By: [Signature]
Jon Bayless
General Partner

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on 1/7, ~~2018~~ 2019, by Jon Bayless, General Partner 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.



[Signature]
Notary Public, State of Texas

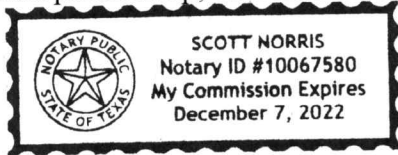
EXECUTED on this 7TH day of January, ~~2018~~ ²⁰¹⁹

EAST FORK PARTNERS, LTD.,
a Texas limited partnership

By: [Signature]

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on 1/7, ~~2018~~ ²⁰¹⁹, by JOHN BAYLESS, as GENERAL PARTNER of East Fork Partners, Ltd., a Texas limited partnership, on behalf of said partnership.



[Signature]
Notary Public, State of Texas

EXECUTED on this 8th day of January, 2019

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

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

By: David L. Booth

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on 1-9, 2019, by David L. Booth, Assistant Vice President 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.

Kellie Smith
Notary Public, State of Texas

