

**SECOND AMENDMENT
TO
DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT ("Second Amendment") is made by and between the **CITY OF WESTON, TEXAS**, a municipal corporation (the "Municipality"), and **HONEY CREEK PARTNERS, L.P.**, a Texas limited partnership, and **WESTON LAND LTD.**, a Texas limited partnership (collectively, the "Owner").

WITNESSETH:

WHEREAS, the Municipality and 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 (with the Original Development Agreement as amended by the First Amendment being referred to herein as the "Agreement"); and

WHEREAS, the Municipality and Owner mutually desire to amend certain of the terms and provisions of the Agreement as more particularly set forth hereinbelow.

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 in hand paid by the other, Municipality and Owner hereby 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. Sec.-74 (BN neighborhood business district regulations) of the Amended Development Regulations attached to the Agreement as Exhibit "H" is amended solely with regard to the portion of the Property more particularly described on Annex "I" attached hereto and fully incorporated herein by reference for all purposes (the "Applicable Tract") by deleting subpart (4) of Sec.-74 in its entirety.

2. Sec.-74 (BN neighborhood business district regulations) of the Amended Development Regulations attached to the Agreement as Exhibit "H" is hereby amended solely with regard to the Applicable Tract to the extent located within a BN Zoning District by adding a subpart (7) at the end of Sec.-74 to read as follows:

"(7) Prohibited Uses. Notwithstanding the principal permitted uses set forth in subpart (2), Principal Permitted Uses of this Sec.-74, the following uses will be prohibited on the Applicable Tract to the extent located within a BN Zoning District:

- (a) multi-family dwelling
- (b) sorority/fraternity houses

- (c) townhouses
- (d) major automotive uses such as:
 - (i) paint and body shop
 - (ii) engine overhaul
 - (iii) transmission shops
 - (iv) new and used automobile sales
- (e) Industrial uses as listed by the Zoning Ordinance

Notwithstanding the foregoing prohibited uses, nothing contained herein shall prohibit motor vehicle fuel sales, where permitted under Sec.-74.(2)(c), in connection with a convenience store or a car wash facility that is secondary to the primary permitted use."

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

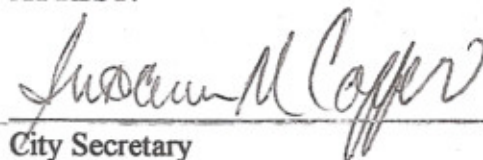
4. This Second Amendment may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and either party hereto may execute this Second Amendment by signing any such counterparts. In addition, each and all of the parties hereto agree that facsimile signatures shall be sufficient to validly bind and obligate the parties hereunder.

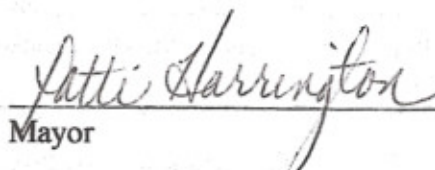
5. THE AGREEMENT AS MODIFIED HEREBY (EITHER EXPRESSLY OR BY NECESSARY IMPLICATION), CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED effective as of December 12, 2006.

ATTEST:

CITY OF WESTON


City Secretary

By: 
Mayor

APPROVED AS TO FORM AND
LEGALITY

City Attorney

HONEY CREEK PARTNERS, L.P.,
a Texas limited partnership

By: [Signature]
Name: Jon Bayless
Title: General Partner

WESTON LAND LTD.,
a Texas limited partnership

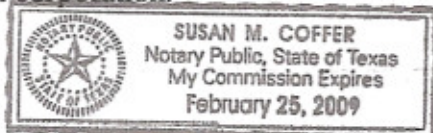
By: Land Advisors Ltd.,
a Texas limited partnership,
Its General Partner

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

By: [Signature]
~~D. O. Fomin, III~~ Roger Lindsay
V. President

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on December 12 2006, by
PATTI HARRINGTON Mayor for City of Weston, a municipal corporation, on behalf of said
municipal corporation.



[Signature]
Notary Public in and for T E X A S

STATE OF TEXAS

COUNTY OF

Dallas

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This instrument was acknowledged before me on December 20, 2006, by Jon Bayless, General Partner for Honey Creek Partners, L.P., a Texas limited partnership, on behalf of said partnership.



Vangie Umundum
Notary Public in and for T E X A S

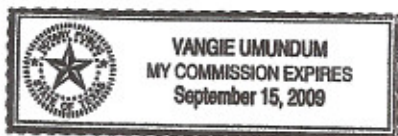
STATE OF TEXAS

COUNTY OF

Dallas

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via This instrument was acknowledged before me on December 20, 2006, by Roger Lindsey D. O. Tomlin, President of Land Advisors Management, L.L.C., a Texas limited liability company, as the sole General Partner of Land Advisors, Ltd., a Texas limited partnership, as General Partner of Weston Land Ltd., a Texas limited partnership, on behalf of Weston Land Ltd.



Vangie Umundum
Notary Public in and for T E X A S



ANNEX I
15.02 Acres
BN-Neighborhood Business District

A tract or parcel of land situated in the James Wilson Survey, Abstract 963, in Collin County, Texas, being part of the called 124-7/8 acres tract described in the deed to Ernest V. Rigsby and wife, Abbie V. Rigsby dated June 3, 1947 and recorded in Volume 380 Page 394 in the Collin County Deed Records (CCDR), and being more particularly described as follows:

BEGINNING at the northwest corner of said James Wilson Survey, being also the southwest corner of David Howard Survey, Abstract 413, being at the intersection of the center of FM 543 and the center of a gravel road, said point being witnessed by a found ½ inch iron rod which bears South 89°13'36" East, 40.24 feet;

THENCE South 89°13'36" East, 610.41 feet along the north side of said James Wilson Survey to a ½ inch iron rod with GMGEER3258 cap;

THENCE South 00°47'18" West, 210.04 feet to a found 1/2 inch iron rod with a GMGEER3258 cap;

THENCE South 89°16'07" East, 254.96 feet to a found 1/2 inch iron rod with a GMGEER3258 cap;

THENCE South 00°35'46" West, 324.20 feet to a found 1/2 inch iron rod;

THENCE South 00°18'12" East, 377.99 feet to a point for corner;

THENCE South 89°13'36" East, 418.06 feet to a point for corner;

THENCE North 00°59'44" East, 185.61 feet to a found ½ inch iron rod with a GMGEER3258 cap;

THENCE North 89°48'03" West, 456.54 feet to the center of FM 543, said point is witnessed by a ½ inch iron rod with a GMGEER3258 cap which bears South 89°48'03" East 37.83 feet;

THENCE North 00°48'26" East, 730.94 feet along the centerline of FM 543 to the POINT OF BEGINNING and CONTAINING 15.02 acres of land, more or less.

**THIRD AMENDMENT
TO
DEVELOPMENT AGREEMENT**

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT ("Third Amendment") is made by and between the **CITY OF WESTON, TEXAS**, a municipal corporation (the "Municipality"), and **HONEY CREEK PARTNERS, L.P.**, a Texas limited partnership, and **WESTIN LAND LTD.**, a Texas limited partnership (collectively, the "Owner").

WITNESSETH:

WHEREAS, the Municipality and 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 and that certain Second Amendment to Development Agreement dated effective as of December 12, 2006 (with the Original Development Agreement as amended by the First and Second Amendments being referred to herein as the "Agreement"); and

WHEREAS, the Municipality and Owner (collectively the "Parties") previously agreed that the property subject to the Agreement would be disannexed from the Municipality's corporate limits no later than January 15, 2007, if the Parties were unable to secure the creation of an Original District (as defined in the Agreement) by December 31, 2006; and

WHEREAS, recognizing that creation of an Original District is still feasible, the Parties desire to extend the deadlines set forth above by one year; and

WHEREAS, the Municipality and Owner mutually desire to amend certain of the terms and provisions of the Agreement as more particularly set forth hereinbelow.

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 in hand paid by the other, Municipality and Owner hereby 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. Section 3.03 of the Development Agreement shall be and is hereby amended to read as follows:

3.03 Disannexation. In the event that Owner is unable to secure an order creating an Original District by December 31, 2007, from either (a) the County Commissioners Court, or (b) the TCEQ, the Municipality understands and acknowledges that the Owner consents to and shall not oppose the disannexation of the Property from the Municipality's corporate limits pursuant to Section 43.144 of the Local Government Code. In addition, the

Return To:
City of Weston
301 Main Street
P.O. Box 248
Weston, Texas 75097

Municipality agrees that it shall adopt the ordinance discontinuing the Property as a part of the Municipality not later than January 15, 2008.

In this regard, the Municipality hereby finds, determines, and declares that each of the parcels that comprise the Property meets all of the characteristics set forth in Section 43.144, Local Government Code. It is the express intent of the Parties that the Property not be included within the Municipality's corporate limits should the creation of the Original District not occur by December 31, 2007.

Upon the disannexation of the Property pursuant to this Section 3.03, this Agreement shall automatically terminate in all respects and all Parties shall be relieved of any and all liability or obligations hereunder.

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

4. This Third Amendment may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and either party hereto may execute this Third 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.

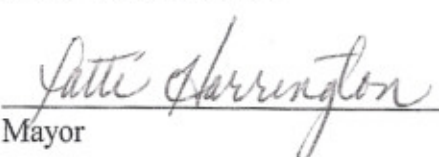
5. THE AGREEMENT AS MODIFIED HEREBY (EITHER EXPRESSLY OR BY NECESSARY IMPLICATION), CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED effective as of February 13, 2007.

ATTEST:

CITY OF WESTON

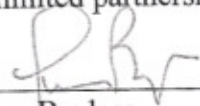

City Secretary

By: 
Mayor

APPROVED AS TO FORM AND
LEGALITY

City Attorney

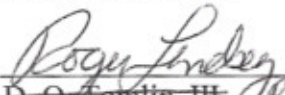
HONEY CREEK PARTNERS, L.P.,
a Texas limited partnership

By: 
Name: Jon Bayless
Title: General Partner

WESTIN LAND LTD.,
a Texas limited partnership

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

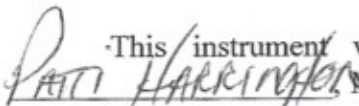
By: Land Advisors Management, L.L.C.,
a Texas limited liability company,
Its sole General Partner

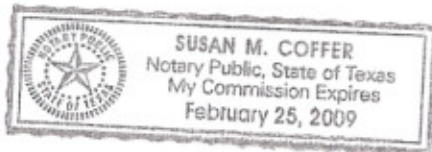
By: 
~~D. O. Tomlin, III~~ Roger Lindsey
V. President

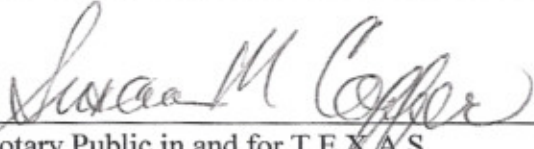
STATE OF TEXAS

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COUNTY OF COLLIN

 This instrument was acknowledged before me on March 28, 2007, by
Patti Harrington Mayor for City of Weston, a municipal corporation, on behalf of said
municipal corporation.




Notary Public in and for T E X A S

HONEY CREEK PARTNERS, L.P.,
a Texas limited partnership

By: [Signature]
Name: Jon Bayless
Title: General Partner

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

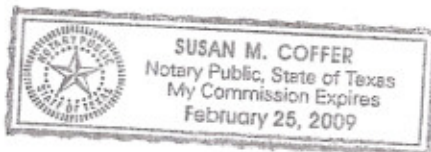
By: [Signature]
~~D. O. Tomlin, III~~ Roger Lindsey
V. President

STATE OF TEXAS

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COUNTY OF COLLIN

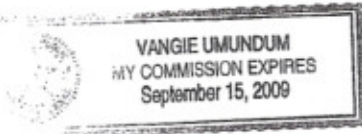
This instrument was acknowledged before me on March 28, 2007, by Patti Harrington, Mayor for City of Weston, a municipal corporation, on behalf of said municipal corporation.



[Signature]
Notary Public in and for T E X A S

STATE OF TEXAS §
 §
COUNTY OF Dallas §

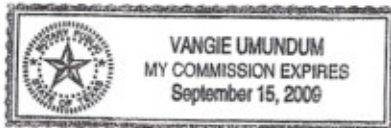
This instrument was acknowledged before me on March 20, 2007, by Jon Bayless, General Partner for Honey Creek Partners, L.P., a Texas limited partnership, on behalf of said partnership.



Vangie Umundum
Notary Public in and for T E X A S

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on March 20, 2007, by ^{Roger Lindsey} ~~D. O. Tomlin~~, ~~President~~ President of Land Advisors Management, L.L.C., a Texas limited liability company, as the sole General Partner of Land Advisors, Ltd., a Texas limited partnership, as General Partner of Westin Land Ltd., a Texas limited partnership, on behalf of Westin Land Ltd.



Vangie Umundum
Notary Public in and for T E X A S