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**FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF WESTON, AND
HONEY CREEK PARTNERS, L.P. AND WESTIN LAND LTD.**

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

THIS FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT 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") 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, and that certain Fourth Amendment to Development Agreement (the "Fourth Amendment to Development Agreement") dated effective as of June 18, 2009 (with the original development Agreement as amended by the First, Second, Third and Fourth Amendments to the Development Agreement being referred to herein as the "Agreement"); and

WHEREAS, the Municipality and Owner desire to amend certain terms and provisions of the Agreement as more particularly set forth herein due to changed conditions caused by the acquisition of right-of-way by Oncor Electric Delivery Company, LLC ("Oncor") affecting property owned by Owner and the Municipality.

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 City 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. The Concept Plan attached as Exhibit "C" to the Agreement must be revised due to the alignment approved by the Texas Public Utility Commission (PUC) for the use of

condemnation by Oncor for right-of-way acquisition. The revised Concept Plan attached to this Fifth Amendment as Exhibit "1" hereto is hereby substituted for, and replaces, the Concept Plan attached as Exhibit "C" to the original Development Agreement. The minimum 55 foot width lots shown on the Concept Plan shall have a minimum depth of 110 feet with a minimum 6,200 square foot lot size. The minimum 65 foot width lots shall have a minimum depth of 120 feet with a minimum 8,000 square foot lot size. The minimum 75 foot width lots shall have a minimum 10,000 square foot lot size.

3. The list of Exhibits to the Agreement is amended by adding Exhibit "K" entitled "Project Street Plan," which is attached as Exhibit "2" hereto. The Project Street Plan reflects the changes to street locations within or adjacent to the Project caused by the Oncor acquisition. Future street locations shall be in substantial compliance with those shown on the Project Street Plan. The City agrees to revise its City Thoroughfare Plan during its next planned update to reflect the attached Project Street Plan.

4. Paragraph 4.01 of the Agreement is amended by adding the following sentences: "The boundaries of the District may be expanded beyond its current boundaries (either within or outside of the City's corporate limits) subject to an affirmative vote of the City Council. The City Council may condition its vote to require that the proposed expansion area be annexed into the City prior to development of the area."

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

6. This Fifth 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 Fifth Amendment by signing any such counterparts. In addition, each and all the parties hereto agree that facsimile signatures shall be sufficient to validly bind and obligate the parties hereunder.

EXECUTED on this 14th day of August, 2012.

CITY OF WESTON, TEXAS

By: Patricia Harrington
Patricia Harrington, Mayor

APPROVED AS TO FORM:

By: Byron Muehl
City Attorney

STATE OF TEXAS §
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COUNTY OF COLLIN §

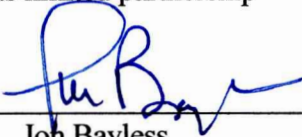
This instrument was acknowledged before me on August 14, 2012, by Patricia Harrington, Mayor of the City of Weston, a Texas municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, who acknowledged to me that she executed the same for the purposes and consideration and in the capacity therein expressed as the act and deed of said corporation.

Martha Kay Lokey
Notary Public, State of Texas



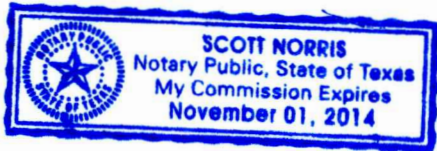
EXECUTED the 26 day of ~~August~~ ^{SEPTEMBER}, 2012.

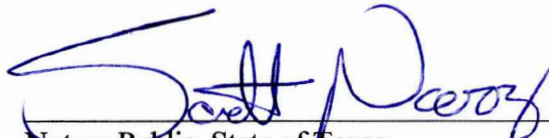
HONEY CREEK PARTNERS, L.P.,
a Texas limited partnership

By: 
Jon Bayless
General Partner

STATE OF TEXAS §
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COUNTY OF DALLAS §

This instrument was acknowledged before me on August ~~26~~ ^{SEPTEMBER 26} 2012, 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.



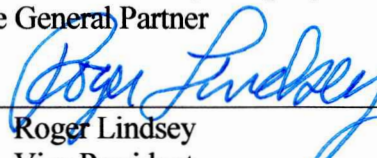

Notary Public, State of Texas

EXECUTED the 26th ^{September} day of ~~August~~, 2012.

WESTON LAND LTD.
a Texas limited partnership

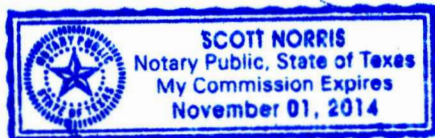
By: **Land Advisors, Ltd.**
a Texas limited partnership
It's General Partner

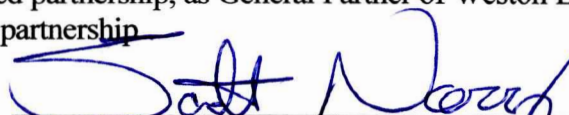
By: **Land Advisors Management, L.L.C.**
a Texas limited liability company
Its Sole General Partner

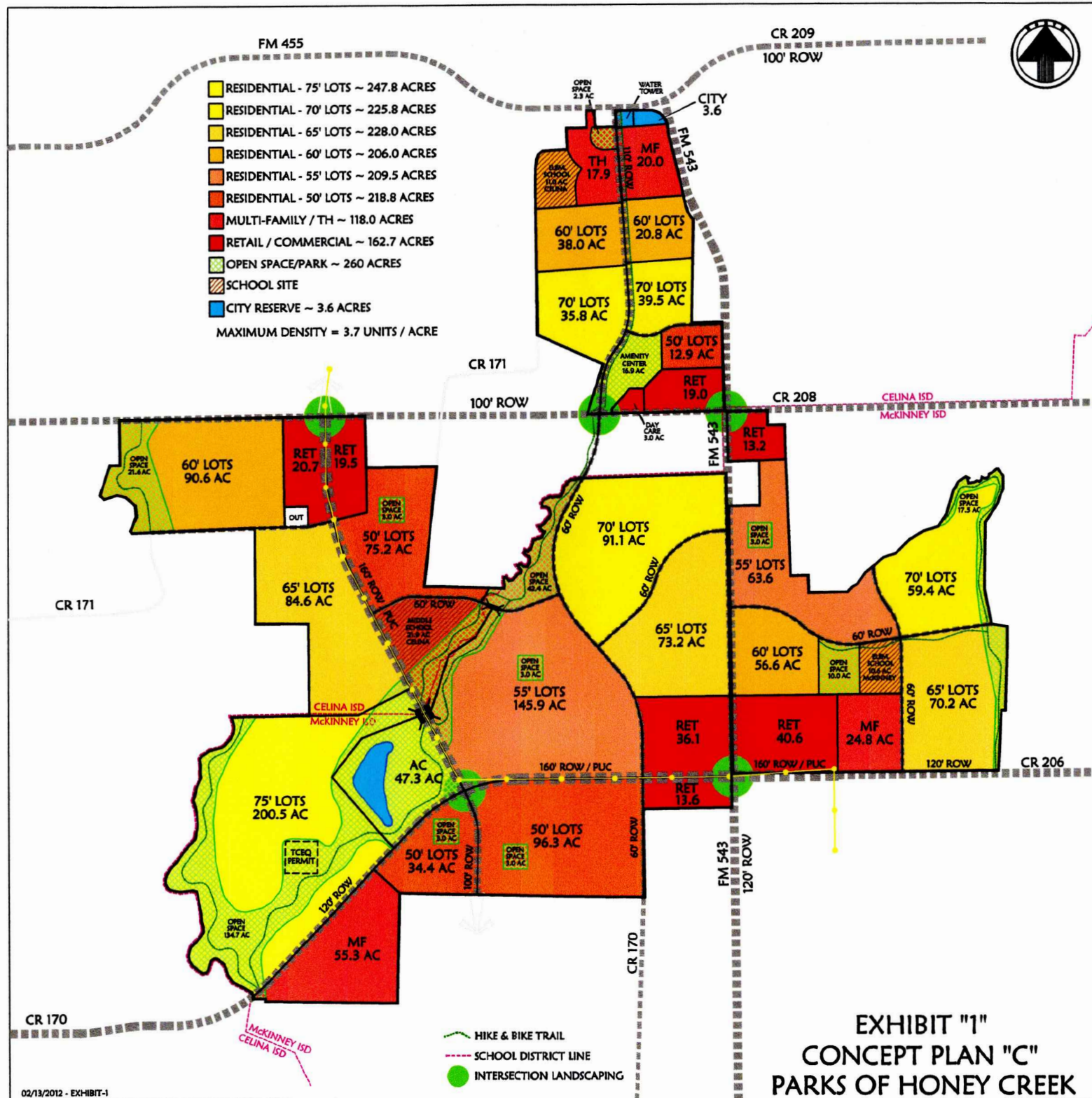
By: 
Roger Lindsey
Vice President

STATE OF TEXAS §
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COUNTY OF DALLAS §

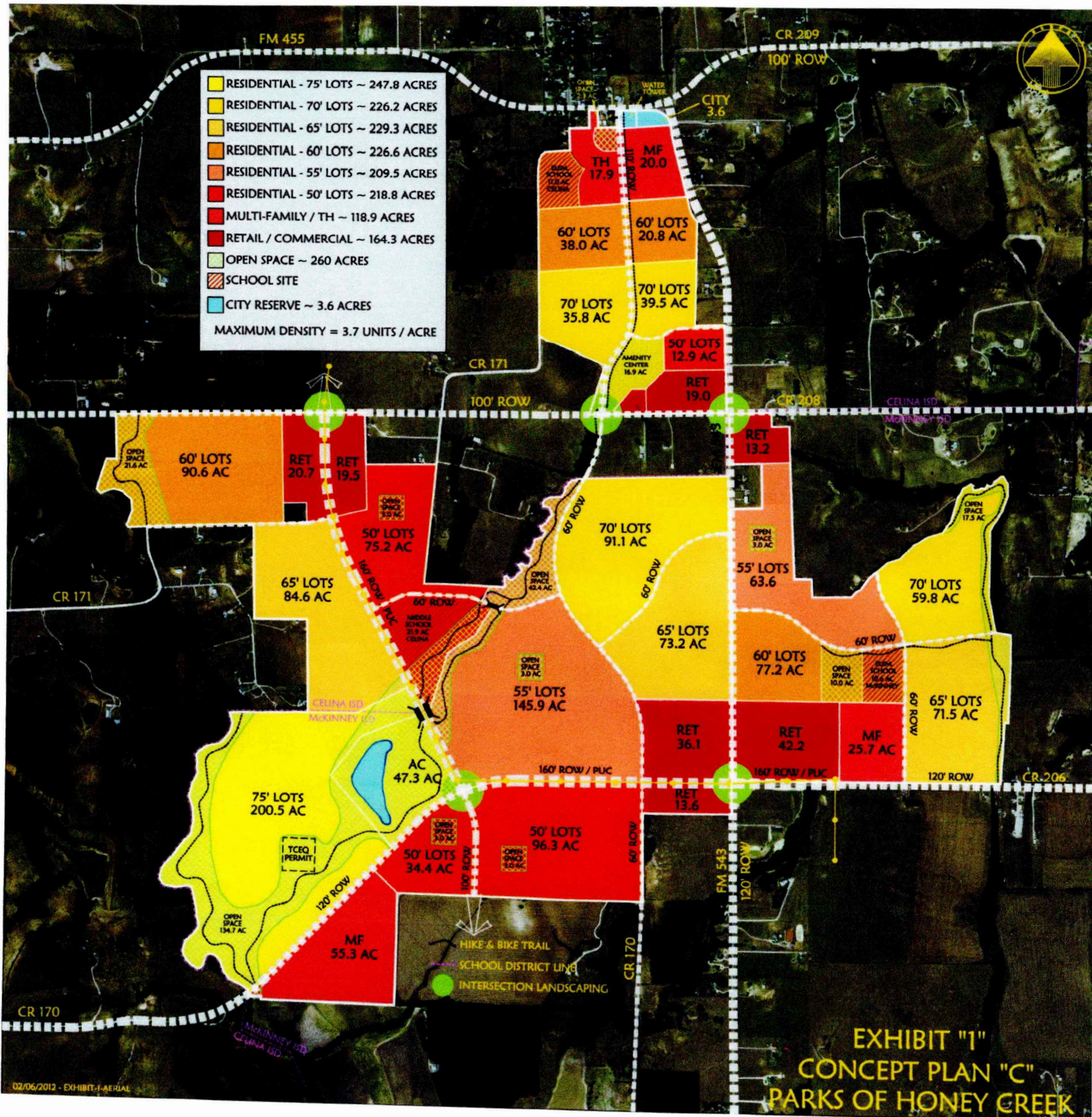
This instrument was acknowledged before me on ^{September 26}~~August 26~~, 2012, by Roger Lindsey, as Vice President of Land Advisors Management, L.L.C., a Texas limited liability company, as General Partner of Land Advisors, Ltd., a Texas limited partnership, as General Partner of Weston Land Ltd., a Texas limited partnership, on behalf of said partnership.




Notary Public, State of Texas







Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/13/2018 01:39:59 PM
\$58.00 NPRECELLA
20180813001011170



Stacey Kemp