

**FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT
WITH RUBY-07-SPMTGE, LLC FOR PUBLIC IMPROVEMENTS TO
PROPERTY WITHIN REINVESTMENT ZONE NUMBER 1, CITY OF
MANSFIELD**

THIS FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the City of Mansfield, a Texas municipal corporation of Tarrant, Johnson and Ellis Counties, Texas (hereinafter called "City"), the Board of Directors of the Tax Increment Financing Reinvestment Zone Number One, City of Mansfield, Texas (hereinafter called "Board"), and Ruby-07-SPMTGE, LLC, a Delaware limited liability company (hereinafter called "the Owner") (and collectively, with the parties signing the Acknowledgment and Consent attached hereto, the "Parties").

WITNESSETH:

WHEREAS, City recognizes the importance of its continued role in local economic development; and

WHEREAS, in accordance with the provisions of the Tax Increment Financing Act, V.T.C.A. Tax Code, Chapter 311 (the "Act"), on December 13, 2006, the Mansfield City Council approved Ordinance No. 1608, creating, establishing and designating "Tax Increment Financing Reinvestment Zone Number One, City of Mansfield" (hereinafter called the "TIF District" or "District"); and

WHEREAS, the Owner owns certain real property situated within the TIF District and intends to develop the property for use as a high quality first class residential development together with ancillary areas and improvements, provided, that Owner previously transferred a portion thereof to IPRR South Pointe-1, LLC, a Delaware limited liability company ("IPRR South Pointe"), and previously has or intends to transfer certain other portions thereof to IPRR South Pointe Development Company, LLC, a Delaware limited liability company ("IPRR Dev Co") or its subsidiaries with each of the foregoing entities executing this Agreement for the purposes set forth on its signature page hereto; and

WHEREAS, the Act authorizes the expenditure of funds derived within a reinvestment zone, whether from bond proceeds or other funds, for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by a municipality consistent with the project plan of the reinvestment zone, which expenditures and monetary obligations constitute project costs, as defined in the Act; and

WHEREAS, on November 28, 2007, after approval of the Board, the Mansfield City Council approved Ordinance No. OR-1655-07 approving the Tax

Increment Reinvestment Zone Financing and Project Plan and the Financing Plan (as hereinafter defined); and

WHEREAS, the Board authorized the execution of this Agreement, for the construction of public improvements in accordance with the approved Project Plan and Financing Plan, and authorizing reimbursement to the Owner (or its assignees) from the Tax Increment Fund for the construction of the public improvements under the conditions set forth herein; and

WHEREAS, pursuant to Resolution No. RE-2999-14, the City Council authorized the execution of the original the Original Agreement (as hereinafter defined), for the construction of Public Improvements to facilitate development of the Property and the construction of the Private Improvements in accordance with the approved Project Plan and Financing Plan, and authorizing reimbursement to the Owner (or its assignees) from the Tax Increment Fund for the construction of the Public Improvements under the conditions set forth herein; and

WHEREAS, the Public Improvements constructed within the TIF District boundaries, as set forth in this Agreement, are consistent with encouraging development of the TIF District in accordance with the purposes for its creation and are in compliance with the ordinance creating the TIF District adopted by the City and all applicable laws; and

WHEREAS, on August 19, 2014, the Parties entered into that certain Development Agreement with RUBY-07-SPMTGE, LLC, for Public Improvements to Property within Reinvestment Zone Number 1, City of Mansfield (the "Original Agreement") which the Parties now deem appropriate to amend to add additional incentives; and

WHEREAS, on January 1, 2015, Owner transferred its rights and obligations and the right to receive all Payments (as hereinafter defined) and other amounts owed under the Original Agreement to IPRR South Pointe (including, without limitation, the Owner Reimbursement); and

WHEREAS, in anticipation of the development of future phases and the Additional Public Improvements, Owner and IPRR South Pointe have assigned or will assign to IPRR Dev Co all rights and obligations under the Original Agreement and this Agreement (other than the Public Improvements and Private Improvements which are retained by IPRR South Pointe) and all rights to Payments (including, without limitation, the Owner Additional Reimbursement but specifically excluding the Owner Reimbursement which is retained by IPRR South Pointe); and

WHEREAS, as a result of such assignment the use of the term Owner shall refer to IPRR South Pointe with respect to the Public Improvements, the

Private Improvements and Owner Reimbursement and any obligations or rights related thereto and IPRR Dev Co with respect to the Additional Public Improvements, the Owner Additional Reimbursement and any obligations or rights related thereto; and

WHEREAS, IPRR Dev Co is the sole owner of IPRR South Pointe and IPRR Dev Co and Owner have 95% common ownership; and

WHEREAS, the Owner has requested, for the benefit of IPRR Dev Co, additional reimbursements not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000.00) (referred to herein as the "Owner Additional Reimbursement") for paving, water, sewer, landscaping, lift station cost increase, and geotechnical testing fees associated with Matlock Road Phase I, Matlock Road Phase II, Matlock Road Phase III, and offsite improvements as detailed in Exhibits "D-1" and "D-2"; provided, however, the Parties acknowledge and agree that the lift station cost increase has been paid and is eligible for reimbursement hereunder; and

WHEREAS, the public street improvements on Matlock Road, mentioned in the preceding paragraph will provide for and improve upon traffic flow to new development within TIRZ #1; and

WHEREAS, enhanced landscaping and trees along public roadways creates a traffic-calming effect and improves the pedestrian and driving experience; and

WHEREAS, enhanced landscaping and trees promote quality of life and improve home values; and

WHEREAS, public water and sewer infrastructure is required to provide drinking water and sanitation services; the provision of safe drinking water and adequate sanitation services are essential to protecting health and welfare; and

WHEREAS, in the Original Agreement the City and Board agreed to reimburse funds advanced by the Owner (or its assignees) for the cost of making Public Improvements up to Five Million Dollars (\$5,000,000.00) as contemplated herein and as contemplated by the Act and is consistent with the Project Plan and Financing Plan and in this Agreement they reaffirm such reimbursement obligation and such reimbursement has been assigned from Owner to IPRR South Pointe;

WHEREAS, the City and Board agree to reimburse funds advanced by IPRR Dev Co (as an assignee of Owner) for the cost of making the Additional Public Improvements (as hereinafter defined) up to the Owner Additional Reimbursement as contemplated herein;

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

SECTION 1. DEFINITIONS

In this Agreement, the following words shall have the meanings ascribed to them:

ADDITIONAL PUBLIC IMPROVEMENTS means the public streets, and public infrastructures and related public development to be constructed substantially as listed and depicted on Exhibits "D-1" and "D-2" attached hereto and incorporated herein, with final approval by the City during the approval of construction plans and specifications; provided, however, the Parties acknowledge and agree that the lift station cost increase has been paid and is eligible for reimbursement hereunder.

AVAILABLE TIF DISTRICT REVENUE means that portion of the TIF District Revenue generated by and attributable to the Property and Private Improvements after January 1, 2014, excluding ad valorem tax revenues attributable to the mineral estate (which includes but is not limited to oil and gas). The Available TIF District Revenue due in reimbursement to the Owner (or its assignees) pursuant to this Agreement shall be excluded from and payment of same to Owner (or its assignees) hereunder shall have priority over other payments of TIF district reimbursements due under development agreements in connection with the development of the Property.

BASE YEAR VALUE means the real estate value in the TIF District as established by the Tarrant, Johnson, or Ellis County Appraisal District, as applicable, as of January 1, 2014, excluding any value from any mineral estate.

CITY BOND means bonded indebtedness issued by the City in an amount not to exceed Five Million Dollars (\$5,000,000.00) to partially fund the Public Improvements.

CITY'S CONTRIBUTION means the amount funded by the City to the Construction Funds from the sale of the City Bond in an amount equal to Five Million Dollars (\$5,000,000.00), which the Parties acknowledge has been funded by the City as of the date of this Agreement.

CITY TAX INCREMENT means 65% of the difference between the City's ad valorem property taxes attributable to the TIF District for 2006 and the City's ad valorem property taxes attributable to the TIF District for each year following 2006.

CONSTRUCTION COSTS means the costs of all hard construction, construction equipment charges, the costs of construction materials, design fees (including landscape and architectural design) contractor fees, and subject to approval by the City, surveying and engineering costs and fees attributable to the construction of the Public Improvements and the Additional Public Improvements, as applicable. Construction Costs does not include any acquisition costs of the Property, marketing, or City fees, including but not limited to inspection fees, impact fees and park development fees, related to the development of the Public Improvements and/or the Additional Public Improvements, as applicable.

CONSTRUCTION FUNDS means the aggregate amount of funds being held by the City to be applied toward Construction Costs for the Public Improvements being the sum of the City's Contribution and the Owner Contribution.

COUNTY TAX INCREMENT means 30% of the difference between the County's ad valorem property taxes attributable to the TIF District for 2006 and the County's ad valorem property taxes attributable to the TIF District for each year following 2006.

EFFECTIVE DATE means the date of the Original Agreement.

EVENT OF BANKRUPTCY OR INSOLVENCY means the dissolution or termination of the Owner's existence as a going business, insolvency, appointment of receiver for any part of the Owner's property and such appointment is not terminated within 60 days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Owner and such proceeding is not dismissed within 60 days after the filing thereof.

OWNER ADDITIONAL REIMBURSEMENT BOND means the bond issued pursuant to Section 3.C. of the Agreement to pay IPRR Dev Co the Owner Additional Reimbursement.

OWNER ADDITIONAL REIMBURSEMENT means the Payment made to IPRR Dev Co by the City from Available TIF District Revenue pursuant to Section 3.C. of this Agreement to reimburse IPRR Dev Co for Construction Costs attributable to the Additional Public Improvements.

OWNER CONTRIBUTION means the Six and One Half Million Dollars (\$6,500,000.00) the Owner (or its assignees) is obligated to pay to the City pursuant to Section 2.B(1).1 of this Agreement for the construction of the Public Improvements, which the Parties acknowledge has been paid by IPRR South Pointe as of the date of this Agreement.

OWNER REIMBURSEMENT means the Payments to IPRR South Pointe of an amount not to exceed Five Million Dollars (\$5,000,000.00) paid pursuant to Section 3.B. of this Agreement.

OWNER REIMBURSEMENT BOND means the bond issued pursuant to Section 3.B.2. of the Agreement to pay the Owner Reimbursement.

PAYMENT(S) means the Owner Additional Reimbursement and the annual payment made to the Owner by the City pursuant to Section 3.B. of this Agreement from Available TIF District Revenue for the Owner Reimbursement.

PHASE has the meaning set forth in Section 3.B(2)2.

PRIVATE IMPROVEMENTS mean a high quality, first class residential development in substantial conformance with South Pointe Planned Development Standards adopted via City of Mansfield Ordinance No. 2009-16 as amended and represented by the site plan approved by the City and depicted on Exhibit "B" (the "Development"), attached hereto and incorporated herein together with related improvements, including without limitation, a high quality amenities center to serve the Development to comprise no less than 4,000 square feet with Construction Costs to be no less than One Million Dollars (\$1,000,000.00) (the "Amenity Center"). It does not include the Public Improvements or the Additional Public Improvements.

PROJECT PLAN AND FINANCING PLAN means the Tax Increment Financing Reinvestment Zone Project Plan and Financing Plan approved by Ordinance No. OR-1655-07 of the City of Mansfield.

PROPERTY means the approximately 728 acre tract upon which the Private Improvements will be constructed, as described in Exhibit "A", attached hereto and incorporated herein.

PUBLIC IMPROVEMENTS means the public streets, and public infrastructures and related public development to be constructed substantially as listed and depicted on Exhibits "C", "C-1" and "C-2", attached hereto and incorporated herein, with final approval by the City during the approval of construction plans and specifications, which the Parties acknowledge are Substantially Complete as of the date of this Agreement and eligible for reimbursement under this Agreement.

SUBSTANTIAL COMPLETION OR SUBSTANTIALLY COMPLETE means (a) with regard to the Public Improvements, the date the City issues a Letter of Acceptance for the Public Improvements, and (b) with regard to the Additional Public Improvements, the date the City issues a Letter of Acceptance for the Additional Public Improvements.

TAX INCREMENT FUND means the Tax Increment Fund of Mansfield Tax Increment Financing Reinvestment Zone No. 1, excluding ad valorem tax revenues attributable to oil and gas revenues.

TIF DISTRICT means the district created by Ordinance No. 1608 comprising approximately 3100 acres of which the Property is a part.

TIF DISTRICT REVENUE means the total revenue collected and required by the TIF Act and Mansfield Ordinance No. 1608 to be deposited into the Tax Increment Fund from the City Tax Increment and the County Tax Increment, excluding revenues attributable to the mineral estate (which includes, but is not limited to oil and gas), and excluding revenue committed to another developer prior to the date of this Agreement.

SECTION 2. THE OWNER'S OBLIGATIONS

A. Generally. In conjunction with the long-term development plan for the TIF District, as described in the Project Plan and Financing Plan, the Owner or its assignees agree to participate in the funding of the Public Improvements, design and construct (or cause to be designed and constructed) the Private Improvements in various phases, and construct or cause to be constructed the Additional Public Improvements. The Public Improvements and Additional Public Improvements are located entirely within the limits of the City and within the TIF District and all Public Improvements shall be constructed within public property, public rights-of-way or easements. All public rights-of-way and easements necessary for the Public Improvements shall be dedicated to the City prior to commencement of construction of the Public Improvements.

B(1). Public Improvements.

1. Owner Contribution. Prior to, and as a condition precedent to the City's construction of the Public Improvements, the Owner (or IPRR South Pointe as its partial assignee) shall pay the full Six and One Half Million Dollar (\$6,500,000.00) Owner Contribution to the City in cash or immediately available funds. If the City does not receive the Owner Contribution within twelve (12) months after the Effective Date of this Agreement, then this Agreement shall terminate and the City shall have no further obligation to Owner. Notwithstanding the foregoing, the Parties acknowledge that as of the date of this Agreement the Owner Contribution was funded by IPRR South Pointe and this Agreement was not terminated and shall not be terminated under this Section 2.B(1).1. The Owner Contribution shall be eligible for the

reimbursement from Available TIF District Revenue in accordance with Section 3 of this Agreement:

2. Construction Plans; Construction Schedule; Surveying. IPRR South Pointe shall submit to the City for approval complete construction plans for the Public Improvements. The construction plans shall be prepared by a professional engineer or architect licensed to practice in the State of Texas, at IPRR South Pointe's sole cost. Construction plans shall be in conformity with all state and local ordinances and regulations. IPRR South Pointe shall pay all costs of engineering design and surveying for the Public Improvements directly to the provider and such costs shall not be part of the Owner Contribution, unless otherwise approved by the City.
3. Public Improvement Conveyance. Any Public Improvements constructed on the Property shall be conveyed to the City free and clear of all liens, encumbrances, assessments and restrictions other than as provided in this Agreement. Unless the City has constructed the Public Improvements, at the time of conveyance the IPRR South Pointe shall deliver to the City releases from the contractors, subcontractors and suppliers of material who have provided labor and materials for the Public Improvements showing they have paid for such labor and materials. If the City is to construct the Public Improvements located on the Property, the conveyance shall occur prior to the City's commencement of construction.
4. Owner Constructed Public Improvements. The Parties agree that there are no Public Improvements required to be constructed by the Owner (or its assignees) under this Agreement.
5. Excess Costs. In the event the total cost of the Public Improvements exceeds the Construction Funds, IPRR South Pointe shall be solely responsible for the excess costs. It is understood the Public Improvements will be publically bid by the City in multiple bids. Prior to advertising for bids or awarding contracts on any part of the Public Improvements, IPRR South Pointe must have adequate funds on deposit with the City to cover cost estimates for construction and all anticipated additional costs, including but not limited to (3%) contingency, construction staking, materials testing, specialty inspections, permits, and utility relocation.

6. Disbursement of Excess Construction Funds. In the event there are excess Construction Funds after all Public Improvements are Substantially Complete, the excess Construction Funds shall be disbursed pro rata to the parties according to this subsection. The City shall receive 43.48% of the excess funds and IPRR South Pointe shall receive 56.52% of the excess funds.
7. Easement Acquisition. Owner (or IPRR South Pointe as its partial assignee) agrees to acquire and donate all the land necessary for the construction the Public Improvements.

B(2). Additional Public Improvements.

1. In General. In addition to the Public Improvements, IPRR Dev Co shall construct the Additional Public Improvements to include paving, water, sewer, landscaping, lift station cost increases, and geotechnical testing fees associated with Matlock Road Phase 1, Matlock Road Phase II, Matlock Road Phase III and offsite sewer improvements as detailed in Exhibits "D-1" and "D-2"; provided, however, the Parties acknowledge and agree that the lift station cost increase has been paid and is eligible for reimbursement hereunder
2. Phases and Completion Date. The Additional Public Improvements may or may not ever be constructed and in no event shall Owner, IPRR South Pointe or IPRR Dev Co (or any future assignee) be in default under this Agreement if any or all Additional Public Improvements are not completed. To the extent that the Additional Public Improvements are constructed they may be constructed in three (3) phases (subject to approval by the City for the timing and improvements included in each phase) (each a "Phase") and, upon Substantial Completion of any Phase, IPRR Dev Co shall comply with Section 2.B(2).6 for such Phase and thereafter Owner shall be entitled to Payments with respect to that Phase set forth in Section 3.C. Notwithstanding the foregoing, to the extent any Phase is not Substantially Complete by the date which is five (5) years after the date of this Agreement, then IPRR Dev Co shall no longer be entitled to Payments under Section 3.C for such uncompleted Phase; provided, however, Owner shall still be entitled to Payments for all completed Phases.

3. Construction Plans; Construction Schedule; Surveying. IPRR Dev Co shall submit to the City for approval complete construction plans for the Additional Public Improvements. The construction plans shall be prepared by a professional engineer or architect licensed to practice in the State of Texas, at IPRR Dev Co's sole cost. Construction plans shall be in conformity with all state and local ordinances and regulations. IPRR Dev Co shall pay all costs of engineering design and surveying for the Additional Public Improvements directly to the provider and such costs shall not be part of the Construction Costs which are reimbursable under this Agreement, unless otherwise approved by the City.
4. Public Improvement Conveyance. Any Additional Public Improvements shall be conveyed to the City free and clear of all liens, encumbrances, assessments and restrictions other than as provided in this Agreement. At the time of conveyance IPRR Dev Co shall deliver to the City releases from the contractors, subcontractors and suppliers of material who have provided labor and materials for the Additional Public Improvements showing they have paid for such labor and materials.
5. Easement Acquisition. Owner or IPRR Dev Co agree to acquire and donate all the land necessary for the construction the Additional Public Improvements.
6. Proof of Expenditure. As a condition to the City paying IPRR Dev Co the Payments for each Phase under Section 3.C. of this Agreement, Owner shall provide evidence of Construction Costs expended for each Phase which is reasonably satisfactory to the City.
7. To the extent practicable, IPRR Dev Co will publically bid construction of the Additional Public Improvements in coordination with the City.

C. Private Improvements.

1. In General. The Private Improvements may be constructed in phases and in no event shall Owner (or its assignees) be in default of this Agreement in the event any Private Improvements are not constructed. IPRR South Pointe shall design and construct all phases of the Private Improvements so as to comprise a high quality, first class residential development in full conformance with the ordinances and

development standards of the City of Mansfield, and the site plan approved by the City Council in conformance to Ordinance No. 2009-16, as amended, to include without limitation all amenities, towers, monument signs, water features, roads and trails approved by the City.

2. Residential Development Standards. Residences in the Development shall be high quality and constructed to conform with the development standards described and depicted in Exhibit "D".
3. Amenity Center Construction. No later than October 1, 2018, IPRR South Pointe shall construct on the Property a high quality amenities center to serve the Development to comprise no less than 4,000 square feet with a Construction Cost of no less than One Million Dollars (\$1,000,000.00). At the City's request, IPRR South Pointe agrees to provide evidence satisfactory to the City of the required expenditure for Construction Costs.
4. Prior to commencement of the Public Improvements, the Owner (or its assignees) shall cooperate with the City to create a Public Improvement District to fund the maintenance of the Public Improvements described in Exhibit "E".
5. Owner or IPRR South Pointe (through the homeowner's association and the Public Improvement District) shall be responsible to maintain all landscaping components of the Additional Public Improvements lying in public right-of-way, or on public property.

D. No Alteration of Development Regulations. This Agreement is not intended to and does not waive or alter any development requirement imposed by City ordinances, City development regulations, or other law.

SECTION 3. CITY PARTICIPATION

A. After receipt of the Owner Contribution, issuance of the City Bond, and the fulfillment of the obligations of Owner (or its assignees) under Section 2.B(1).2. and 2.B(1).3. of this Agreement, the City agrees to commence construction of the Public Improvements set forth in Exhibits "C", "C-1" and "C-2" in accordance with the construction plans approved by the City.

B. Payment for Public Improvements. In consideration of IPRR South Pointe's agreement to construct the Private Improvements and make the

Owner Contribution for the cost of the Public Improvements and subject to the Owner's compliance with its duties and obligations in this Agreement, the City shall reimburse the IPRR South Pointe for the Owner Contribution up to an amount no greater than the principal sum of Five Million Dollars (\$5,000,000.00) (the "Owner Reimbursement"), upon the following terms:

1. Payment for Public Improvements. After the Public Improvements are Substantially Complete, IPRR South Pointe shall receive an annual Payment according to the formula set forth in this subsection. The Payment shall only be made from the **Available TIF District Revenue**. Annual allocation of the Available TIF District Revenue shall be as follows:
 - a. The City shall be paid an amount equal to the annual debt service for the City Bond before any other payment is made.
 - b. After the City has been paid, any excess (if any) Available TIF District Revenue shall be paid to IPRR South Pointe as partial reimbursement to IPRR South Pointe for the Owner Reimbursement, and the remaining balance of the Owner Reimbursement shall be reduced by the amount of each annual Payment made to IPRR South Pointe.
 - c. The amount of the Available TIF District Revenue shall be calculated annually on a fiscal year basis, with the Payment, if any, made within 90 days after the end of the fiscal year.
 - d. The City's obligation to make the Payment under this Section 3.B. shall terminate (but the City shall still have the obligation to continue to make other Payments contemplated by this Agreement) upon the earliest to occur of the following:
 - i. when the Owner Reimbursement is fully paid;
 - ii. pursuant to Section 3.D. below; or
 - iii. when and if debt is issued under Section 3.B.2. below, and the amount of the Owner Reimbursement has been fully paid to the Owner.

2. Bond Issuance for Owner Reimbursement.

- a. At any time, but no later than one hundred eighty (180) days after the date when the annual Available TIF District Revenue is sufficient to service the annual principal and interest of the outstanding balance of the debt service for the City Bond and the Owner Reimbursement by a debt service coverage factor of 1.25 or greater, the City shall issue debt and pay the outstanding balance of the Owner Reimbursement to IPRR South Pointe without prepayment penalty (the "Owner Reimbursement Bond").
- b. The debt service coverage factor shall be determined based on a fraction, the numerator of which is the Available TIF District Revenue, and the denominator of which is the Hypothetical Debt Service Payments (as defined below). The "Hypothetical Debt Service Payments" (herein so called) shall be equal to the sum of annual principal and interest payments which would be due for the period in question assuming a principal balance equal to the sum of the City's Contribution and the Owner Contribution (up to the aggregate amount of Owner Reimbursement permitted hereunder) amortized over the period of time equal to the period of maturity for the City Bond (but no less than 20 years) at an interest rate equal to the rate of interest payable with respect to the City Bond.
- c. The particular terms and provisions regarding the issuance of any bond instruments, certificates or other indebtedness will be subject to the sole discretion of the City Council of the City of Mansfield acting at the time such instruments are issued, not in contravention of the terms of this Agreement, and subject to State of Texas law and approval, as required by the Texas State Attorney General's office.

C. Payment for Additional Public Improvements. In consideration of IPRR Dev Co constructing the Additional Public Improvements and dedicating them to the City, and subject to the Owner's compliance with its duties and obligations in this Agreement, the City shall reimburse IPRR Dev Co up to Nine Million Five Hundred Thousand Dollars (\$9,500,000.00) for the actual Construction Costs expended for the Additional Public Improvements (the "Owner Additional Reimbursement"), upon the following terms:

1. In general, Payments for a Phase of the Additional Public Improvements shall be owed to IPRR Dev Co upon Substantial Completion of such Phase and shall only be made from Available TIF District Revenue, and only after criteria and benchmarks for the issuance of debt under Section 3.B.2. above have been met and City has issued the Owner Reimbursement Bond, and there is Available TIF District Revenue to issue debt for such Phase of the Additional Public Improvements (the Owner Additional Reimbursement Bond) and until such time as those criteria are met the City shall issue a TIF Note(s) for such Payments owed each Phase of the Owner Additional Reimbursement; provided, however, to the extent there is Available TIF District Revenue to pay the Additional Public Improvements but the conditions to issue the Owner Additional Reimbursement Bond have not been satisfied, the City shall use such Available TIF District Revenue to pay any outstanding amounts due under any TIF Note and any subsequent Owner Additional Reimbursement Bond shall be reduced such payments made.

2. Bond Issuance.

- a. At any time after the date when the annual Available TIF District Revenue is sufficient to service the annual principal and interest of the outstanding balance of the debt service for (i) the City Bond (ii) the Owner Reimbursement Bond, and (iii) the TIF Note(s) (as hereinafter defined) issued and outstanding as of such date, by a debt service coverage factor of 1.25 or greater, the City shall issue debt and pay the outstanding balance of the existing TIF Note(s) up to a maximum of the Owner Additional Reimbursement to IPRR Dev Co (the "Owner Additional Reimbursement Bond").
- b. The debt service coverage factor shall be determined based on a fraction, the numerator of which is the Available TIF District Revenue, and the denominator of which is the Additional Owner Reimbursement Hypothetical Debt Service Payments (as defined below). The "Additional Owner Reimbursement Hypothetical Debt Service Payments" (herein so called) shall be equal to the sum of annual principal and interest payments which would be due for the

period in question assuming a principal balance equal to the sum of the City's Contribution and the Owner Contribution (up to the aggregate amount of Owner Reimbursement Bond permitted hereunder) and the TIF Note(s) issued and outstanding at such time amortized over the period of time equal to the period of maturity for the City Bond (but no less than 20 years) at an interest rate equal to the rate of interest payable with respect to the City Bond.

- c. The particular terms and provisions regarding the issuance of any bond instruments, certificates or other indebtedness will be subject to the sole discretion of the City Council of the City of Mansfield acting at the time such instruments are issued, not in contravention of the terms of this Agreement, and subject to State of Texas law and approval, as required by the Texas State Attorney General's office.

- 3. TIF Notes. The Parties acknowledge and recognize that (a) at the time the Additional Public Improvements are Substantially Complete and accepted by the City, there will not be sufficient Available TIF District Revenue to issue debt to make the Payments authorized under this Section 3.C; and (b) the Additional Public Improvements will be constructed in Phases to secure IPRR Dev Co's right to Payments under this Section 3.C. At the Substantial Completion of each Phase the City will issue a TIF Note (herein so called) to IPRR Dev Co substantially the form attached as Exhibit "F" to this Agreement or such other form as agreed to between the City and IPRR Dev Co. The TIF Note will only become due when the City is obligated to issue debt under 3.C.2. of this Agreement. By way of example, if IPRR Dev Co only does Four Million Dollars (\$4,000,000.00) of work out of the Nine Million Five Hundred Thousand Dollars (\$9,500,000.00) authorized by this Agreement, the TIF Note will be for Four Million Dollars (\$4,000,000.00). That Four Million Dollars (\$4,000,000.00) would be bonded by the City when and if the criteria in 3.C.2. above is met. If and when IPRR Dev Co moves forward to construct more of the Nine Million Five Hundred Thousand Dollars (\$9,500,000.00) scope it will be added to the TIF Note (or another TIF Note will be issued) and it will be bonded when the criteria in Subsection 3.C.2. above has been met.

D. Termination of Payment. The City's obligation to make the Payments will terminate when IPRR South Pointe is reimbursed for the Owner Reimbursement and IPRR Dev Co is reimbursed for the Owner Additional Reimbursement. Additionally, the City's obligation to pay the Owner Reimbursement ends on the date twenty (20) years after the date the Public Improvements are Substantially Complete; and the City's obligation to pay the Owner Additional Reimbursement for the Additional Public Improvements ends on the date twenty (20) years after the date each Phase of the Additional Public Improvements are Substantially Complete, whether or not IPRR South Pointe and/or IPRR Dev Co are fully reimbursed. Under no circumstance shall the City be obligated to pay Owner any Reimbursement later than twenty five (25) years after the New Agreement Effective Date (as hereinafter defined) of this Agreement.

E. Payment from TIF Increment Funds Only. Nothing in this Agreement shall obligate or require the City to make Payments from any source of City funds other than the Available TIF District Revenue, under the terms set forth in this Agreement.

F. Declaration of Necessity. The City declares that the reimbursement procedure outlined above is necessary to implement the Project Plan.

SECTION 4. TERM

The term of this Agreement shall begin on the Effective Date and shall terminate upon the earlier of: (a) the complete performance of all obligations and conditions precedent by Parties to this Agreement; (b) for the Public Improvements on the date twenty (20) years after the date the Public Improvements are substantially complete and (c) on the date twenty (20) years after the final Phase of the Additional Public Improvements are Substantially Complete, whether or not Payment has been made in full; or (d) upon the City's termination of this Agreement pursuant to Section 6 hereof. Under no circumstance shall the City be obligated to pay Owner any Reimbursement later than twenty five (25) years after the New Agreement Effective Date of this Agreement.

SECTION 5. AUTHORITY; COMPLIANCE WITH LAW

A. The Owner hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by the Owner and this Agreement constitutes the legal, valid and binding obligation of the Owner, and is enforceable in accordance with its terms and provisions.

B. The Owner represents and warrants that to the best of its knowledge during the Owner's ownership of the Property (1) no landfill was deposited on or taken from the Property, (2) no construction debris or other debris (including, without limitation, rocks, stumps, and concrete) was buried upon the Property, and (3) no toxic waste or "hazardous substances" as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1988, or petroleum products and derivatives thereof, were deposited on the Property. The Owner further represents and warrants that to the best of its knowledge none of the foregoing occurred on the Property prior to the Owner's ownership of the Property.

C. Notwithstanding any other provision of this Agreement, the Owner shall comply with all federal and state laws, and City ordinances in the development, construction and operation of the Property and the Private Improvements.

D. As required by Subchapter B of Chapter 2264 of the Texas Government Code, the Owner certifies that to the Owner's knowledge it does not and will not knowingly employ an undocumented worker. If after receiving the Payments set forth in this Agreement the Owner is convicted under 8 USC Section 1324(a)(6), it shall repay the amount of the Payments (or portion that it has received) plus 10% interest not later than the 120th day after the date the City notifies the Owner of the violation.

E. The City hereby represents and warrants to the Owner during the term of this Agreement that:

1. The City is a home rule Texas municipal corporation and has the power to enter into this Agreement and take all actions required to authorize this Agreement and to carry out its obligations hereunder.
2. The City knows of no litigation, proceedings, initiative, referendum, investigation or threat of any of the same contesting the powers of the City or its officials with respect to this Agreement.
3. The City knows of no law, order, rule or regulation applicable to the City that would be contravened by, or conflict with, the execution and delivery of this Agreement and performance of the City's obligations hereunder.
4. The City has not committed any portion of TIF District Revenue to any developer with respect to the Project or the Property other than to Owner by this Agreement or by

subsequent agreements to be entered into between the City and Owner with respect to future Phases of the Project.

SECTION 6. DEFAULT AND REMEDIES

A. In the event: (i) the Owner, IPRR South Pointe or IPRR Dev Co, as applicable, fails to comply with the terms of this Agreement; (ii) the Owner, IPRR South Pointe or IPRR Dev Co, as applicable, has delinquent ad valorem or sales taxes owed to the City (provided that the Owner retains the right to timely and properly protest and/or contest any such taxes); (iii) upon the occurrence of any Event of Bankruptcy or Insolvency by the Owner, IPRR South Pointe or IPRR Dev Co, as applicable, prior to substantially completion of the Public Infrastructure; or (iv) the Owner, IPRR South Pointe or IPRR Dev Co, as applicable, materially breaches any of the material terms and conditions of this Agreement, then the Owner, IPRR South Pointe or IPRR Dev Co, as applicable, after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, City shall give the Owner (and its assignees) written notice of such breach and/or default, and if the Owner or its assignees have not cured such breach or default within 30 days after receipt of such notice, the City may terminate this Agreement by written notice to the Owner (and its assignees), and the City shall have no further obligation to the Owner, IPRR South Pointe or IPRR Dev Co, as applicable.

B. If a default shall occur and continue, after 30 days written notice to cure the default, the party not in default shall have the right to exercise any and all rights available to such party at law or in equity, including the right to seek equitable relief such as injunction or mandamus as to which the non-defaulting party may be entitled.

C. No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City Council of Mansfield.

SECTION 7. RIGHT OF OFFSET

City may, at its option, offset any amounts due and payable to IPRR South Pointe or IPRR Dev Co, as applicable, under this Agreement against any debt (including taxes) lawfully due to City, or any other taxing unit participating in the Payments under this Agreement, from IPRR South Pointe or IPRR Dev Co, as applicable, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt in question has been reduced to judgment by a court.

SECTION 8. DETERMINATION OF ROUGH PROPORTIONALITY

As additional consideration for the Payment received by Owner under this Agreement, Owner hereby agrees to donate the land necessary to construct the Public Improvements to the City and Owner further agrees that such land is roughly proportional to the need for such land and Owner hereby waives any claim therefor that it may have or shall cause IPRR South Pointe or IPRR Dev Co, as applicable, to donate such land. Owner further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the Improvements. Owner waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the Improvements.

SECTION 9. VENUE AND GOVERNING LAW

This Agreement is performable in Tarrant County, Texas and venue of any action arising out of this Agreement shall be exclusively in Tarrant County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Mansfield, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Mansfield, Tarrant County, Texas.

SECTION 10. FORCE MAJEURE

Performance of obligations of Owner (and its assignees) under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and such obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

SECTION 11. GIFT TO PUBLIC SERVANT OR TO THE OWNER REPRESENTATIVE

A. No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or

agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

B. Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditures made to the Owner as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

SECTION 12. BINDING AGREEMENT; ASSIGNMENT

A. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on the Owner and each and every subsequent owner of all or any portion of the Property and shall be binding on all successors, heirs, and assigns of the Owner which acquire any right, title, or interest in or to the Property, or any part thereof.

B. Any assignment of this Agreement must be in writing executed by the assignor and assignee, and shall not be permitted without the express written consent of the City; provided that the assignment of this Agreement as may be necessary to a lender of Owner (and/or its assignees) in connection with the financing the Private Improvements, Public Improvements and/or Additional Public Improvements by the Owner shall be expressly permitted and no consent of the City to such assignment to a lender shall be required; and provided, further, that the assignment of this Agreement or a portion thereof by Owner, IPRR South Pointe or IPRR Dev Co, as applicable, in connection with the conveyance of any portion of the Property by Owner, IPRR South Pointe or IPRR Dev Co, as applicable, to a person in which at least ninety percent (90%) of the equity of which is directly or indirectly owned by Owner or IPRR Dev Co or the owner of Owner or IPRR Dev Co, shall not require the consent of the City if (i) the City is provided with current notice of such assignment and (ii) the transferee has agreed to assume applicable obligations under this Agreement with respect to the portion of the Property so conveyed. Any assignment shall be contingent upon the assignee's agreement to comply with the provisions of this Agreement.

SECTION 13. INDEMNIFICATION

A. THE OWNER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF

DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF THE OWNER OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF THE OWNER'S PERFORMANCE OF THIS AGREEMENT. Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of the Owner and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

B. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City, their past, present and future officers, elected officials, directors, employees and agents of the City does not assume any responsibility to any third party in connection with the construction of the Public Improvements and the Additional Public Improvements.

SECTION 14. MISCELLANEOUS MATTERS

A. Time is of Essence. Time is of the essence in this Agreement. The Parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

B. Agreement Subject to Law. This Agreement is made subject to the provisions of the Mansfield Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws.

C. Interpretation. This Agreement shall not be construed against the drafting party.

D. Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

E. Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

F. Complete Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached and made a part of this Agreement.

G. Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

If intended for Board, to:

Chair, Board of Directors
Tax Increment Financing Reinvestment Zone No. One
1200 E. Broad Street
Mansfield, Texas 76063

If intended for City, to:

City of Mansfield
1200 E. Broad Street
Mansfield, Texas 76063
Attn: City Manager
Facsimile: (817) 473-1342

With a copy to:
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107
Attn: Betsy Elam
Facsimile: (817) 332-4740

If intended for the Owner, to:

Ruby-07-SPMTGE, LLC
IPRR South Pointe-1, LLC
IPRR South Pointe Development
Company, LLC
6723 Weaver Road, Suite 108
Rockford, Illinois 61114
Attn: Zach Knutson
Facsimile: (815) 398-5278

With a copy to:
Liechty, McGinnis, Berryman
& Bowen, LLP
11910 Greenville Avenue,
Suite 400
Dallas, Texas 75243
Attn: Kevin P. McGinnis, Esq.
Facsimile: (214) 265-0615

H. Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

I. Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid

section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

SECTION 15. EFFECTIVE DATE.

This Agreement shall become effective upon the execution of the Agreement by all Parties (the "New Agreement Effective Date") and as of such effective date the Original Agreement shall be completely amended, superseded, and replaced in its entirety by this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED and effective as of the _____ day of _____, 2018
by Board signing by and through its Chairman, duly authorized to execute same
by majority vote of the TIF Board, by City, signing by and through its City
Manager, duly authorized to execute same by Resolution No.
_____.

BOARD OF DIRECTORS OF THE
TAX INCREMENT FINANCING
REINVESTMENT ZONE NUMBER
ONE, CITY OF MANSFIELD,
TEXAS

Ruby-07-SPMTGE, LLC,
A Delaware limited liability
company

By:

By:

Cory Hoffman, Board
Chairman

Zachary R. Knutson,
Vice President

CITY OF MANSFIELD, TEXAS

By:

Clayton Chandler, City
Manager

ATTEST:

By:

Jeanne Heard, City Secretary

APPROVED AS TO FORM AND
LEGALITY:

By:

Elizabeth Elam, City Attorney

ACKNOWLEDGEMENT AND CONSENT

The undersigned, being owner of an approximately 88+/- acre parcel of land within the Property, hereby acknowledges and consents to the foregoing Agreement affecting the 88+/- acre parcel within the Property owned by the undersigned, and the undersigned hereby has agreed to assume applicable obligations under this Agreement with respect to such 88+/- acre parcel of land within the Property owned by it, the Private Improvements and the Public Improvements and pursuant to the letter sent by Owner to the City dated January 28, 2015, the Parties acknowledge that it shall have the right, title or interests in and to the Payments made to Owner only with respect to the Public Improvements pursuant to the Agreement and the Owner Reimbursement.

IPRR South Pointe-1, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

The undersigned, hereby acknowledges and consents to the foregoing Agreement and the undersigned hereby has agreed to assume applicable obligations under this Agreement with respect to the Additional Public Improvements and the undersigned shall have the right, title or interests in and to the Payments made to Owner only with respect to the Additional Public Improvements pursuant to the Agreement and the Owner Additional Reimbursement.

IPRR South Pointe Development
Company, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Exhibit List

Exhibit A: Property Description

Exhibit B: Site Plan

Exhibits C, C-1: and C-2: List and Descriptions of Public Improvements

Exhibit D: Development Standards for Residences

Exhibit D-1 and D-2: List and Description of Additional Public Improvements and Engineers Cost Estimate for Additional Public Improvements

Exhibit E: Public Improvement to be maintained by PID

Exhibit F: TIF Note Form

[illegible]

Exhibit 1
South Pointe Development Plan

April 15, 2016

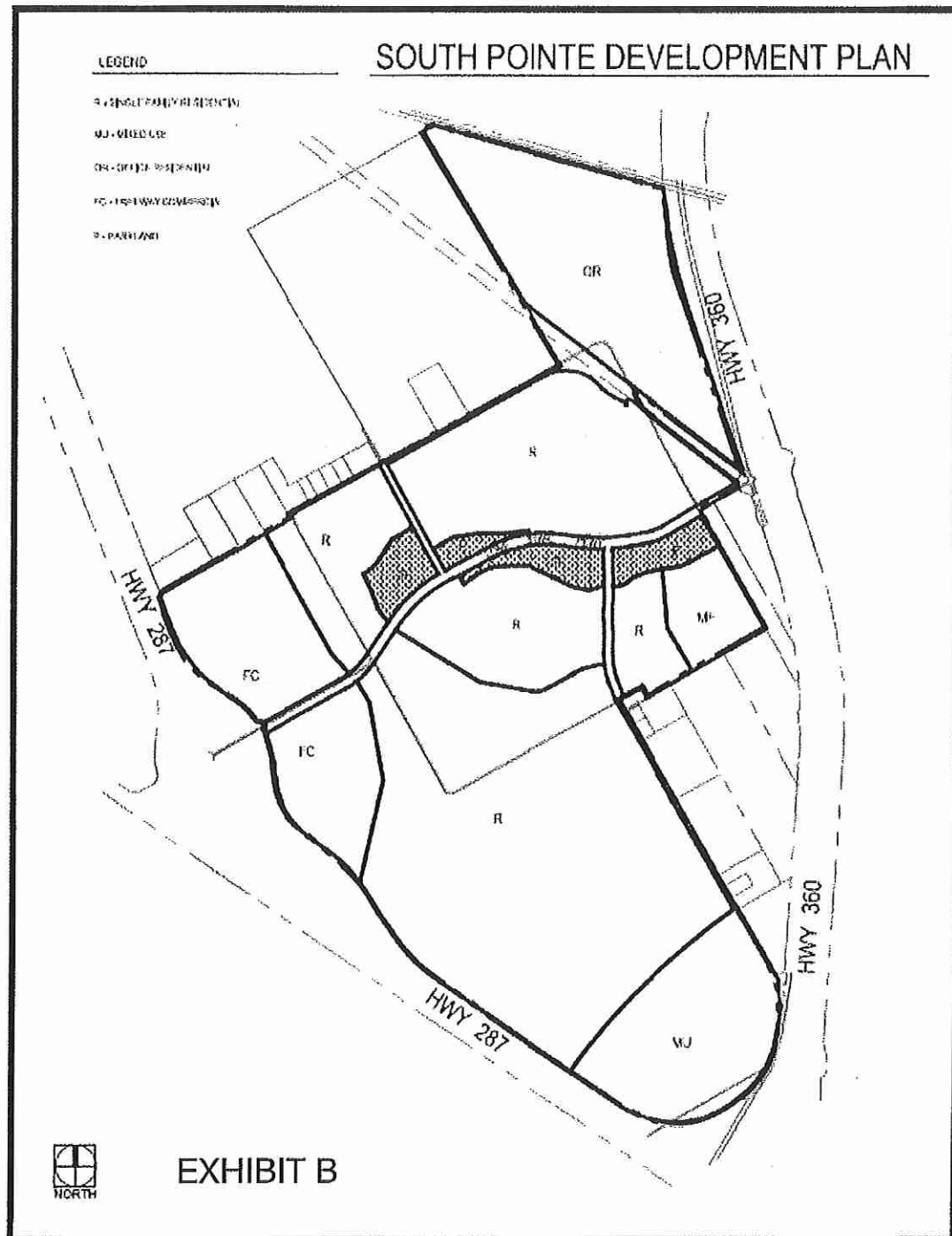


Exhibit C

List of All Public Improvements

- Lone Star Parkway – 4 lanes at intersections with Hwy 287 and Hwy 360 transitioning to 2 lanes after the Matlock Road Intersection
- 30" water line along Lone Star Parkway
- Mitchell Road – full cross section including roundabout
- 16" waterline along Mitchell Road
- Matlock Road – 2 lanes to entrances of Phase 1A and 1B
- 12" waterline along Matlock Road between Lone Star Parkway to Tarrant Regional Water District easement
- 12" off-site waterline
- Off-site wastewater infrastructure including a minimum 1.70 MGD lift station and wastewater line from the lift station to the Low Branch wastewater line
- Shaping and restoration of property within City Park C and D
- Detention pond including associated landscaping and trails labeled "Detention Park" in Exhibit C-1
- City Parks A, B, C and D detailed in Exhibit C-1
- Gateway monuments and associated landscaping at development entrances at Hwy 287 and Hwy 360 labeled "Highway 360 Entry" and "Highway 287 Entry" in Exhibit C-1
- Tower monuments and associated landscaping in the median of Lone Star Parkway detailed in Exhibit C-1
- Landscaping and special pavers at the Mitchell Road Entry at Lone Star Parkway labeled "Mitchell Road Streetscape" in Exhibit C-1
- Landscaping in the median and parkways/streetscape of Lone Star Parkway detailed in multiple sections of Exhibit C-1
- Landscaping in the median and parkways/streetscape of Matlock Road labeled "Matlock Road Streetscape" in Exhibit C-1
- Landscaping in the median, roundabout and parkways/streetscape of Mitchell Road detailed in Exhibit C-1

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Exhibit C

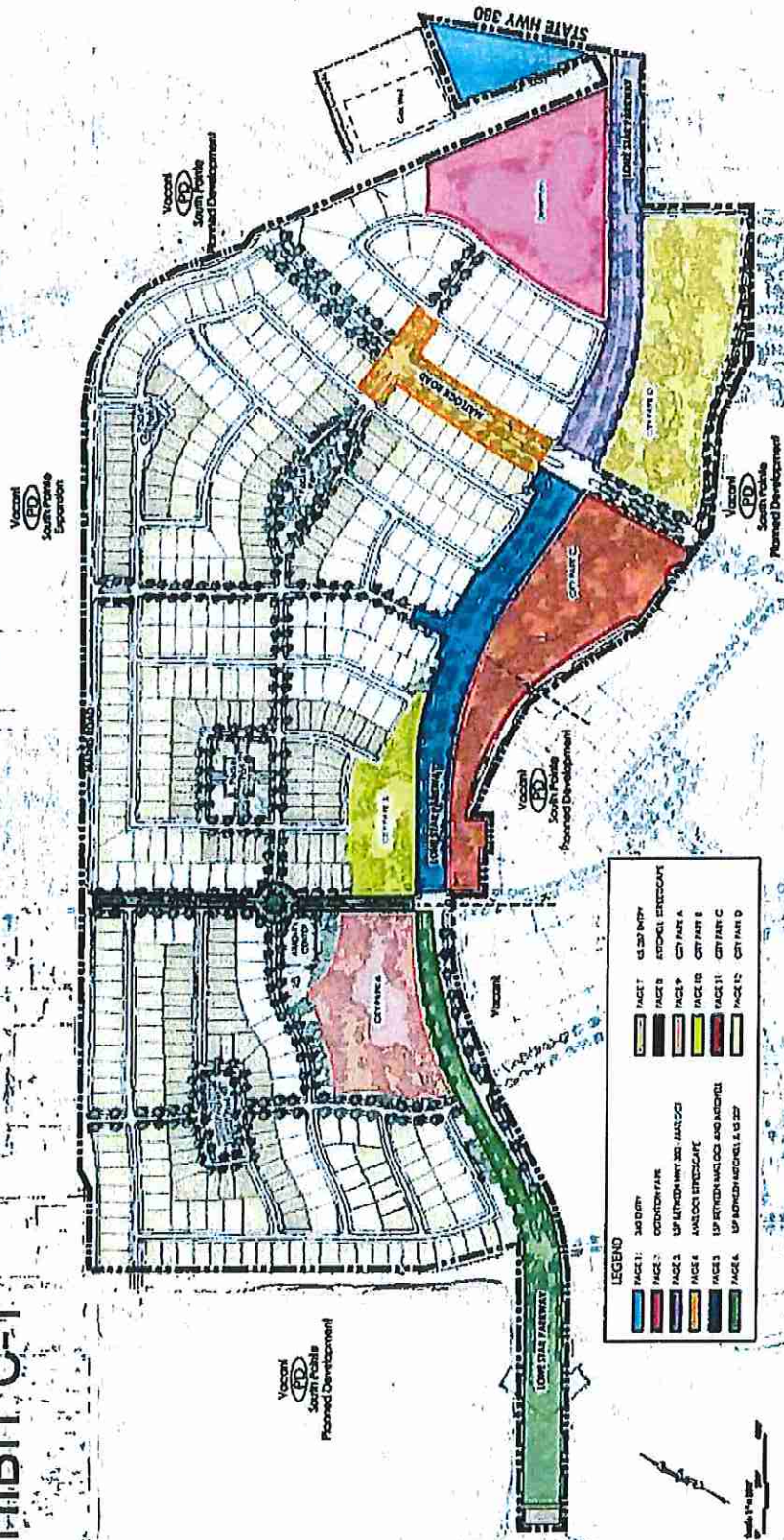
List of All Public Improvements

- Engineering fees, landscape architect fees, surveying fees, staking, and associated professional fees
- Miscellaneous & Contingency

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EXHIBIT C-1

U.S. 287



Cost Estimate Diagram

SOUTH POINTE

Infrastructure Plan

163.5 ACRES

DS # 14-001

Current Zoning
 Single Family Planned Development District

Owner / Developer
 SUN-SPRINT LLC
 2300 Highway 100, Suite 200
 Dallas, TX 75244
 Phone: 972-332-2100
 Email: daniel@sun-sprint.com

Engineer / Surveyor
 COUNTRY SURVEYING
 10000 Preston Road, Suite 200
 Dallas, TX 75244
 Phone: 972-448-9811

Planner / Landscape Architect
 TPC LANDSCAPE ARCHITECTS
 5307 E. MacArthur Blvd., Suite 120
 Dallas, TX 75244
 Phone: 214-741-7527

CITY OF MANSFIELD,
JOHNSON & ELLIS COUNTIES,
TEXAS

1:100

April 14, 2014

City of Mansfield, Texas
 City of Johnson County, Texas
 City of Ellis County, Texas

1. Typical lot layout for the residential portion (R1, residential single lot) and residential cottage (R2) product shall be shown in the site plan. The site plan shall show the layout of the residential portion of the site. The site plan shall show the layout of the residential portion of the site. The site plan shall show the layout of the residential portion of the site.

2. The site plan shall show the layout of the residential portion of the site. The site plan shall show the layout of the residential portion of the site. The site plan shall show the layout of the residential portion of the site.

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5. The site plan shall show the layout of the residential portion of the site. The site plan shall show the layout of the residential portion of the site. The site plan shall show the layout of the residential portion of the site.

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SOUTH POINTE

Order of Magnitude Cost Estimate

Prepared by TBG Partners

Date: 04/15/14
07/02/14 REVISED
Job #: D14215

EXHIBIT C-1

HIGHWAY 360 ENTRY

ITEM	UNIT	QTY.	REMARKS
HARDSCAPE			
Sidewalk	s.f.	2,400	6' wide, plain gray, broom finish
Lighting	l.s.	1	Allowance only, excludes service
Entry Monument	ea.	1	Brick/stone w/ Prefabricated Cupola
Entry Wall Signage	ea.	1	Includes fountain, planter, walls, & pot

ITEM	UNIT	QTY.	REMARKS
LANDSCAPE			
Site Grading	l.s.	1	Forming and shaping for drainage (allowance)
Bermuda Sod	s.f.	35,000	Bermuda sod
Shrubs and Groundcover	s.f.	3,500	Shrubs, groundcover & perennials
Bed Preparation	s.f.	3,500	Compost, tilling & hardwood mulch
Ornamental Tree	ea.	36	45 gallon Multi-Trunk
Canopy Tree	ea.	27	4" caliper
Irrigation - Turf	s.f.	35,000	Rotors
Irrigation - Shrubs and Groundcover	s.f.	3,500	Pop-ups and Bubblers
Concrete Edging	l.f.	2,000	6" width

DETENTION PARK

ITEM	UNIT	QTY.	REMARKS
HARDSCAPE			
Sidewalk	s.f.	14,555	6' wide, plain gray, broom finish
Water Jets @ Lake	ea.	2	15'-20' water height

ITEM	UNIT	QTY.	REMARKS
LANDSCAPE			
Site Grading	l.s.	1	forming and shaping for drainage (allowance)
Hydromulch - Native Area	s.f.	130,000	Native Mix
Hydromulch	s.f.	65,800	Bermuda
Shrubs and Groundcover	s.f.	0	Shrubs, groundcover & perennials
Bed Preparation	s.f.	0	Compost, tilling & hardwood mulch
Canopy Tree	ea.	25	100 gallon street tree
Canopy Tree	ea.	60	B&B infill trees
Irrigation - Turf	s.f.	65,800	Rotors
Irrigation - Shrubs and Groundcover	s.f.	0	Pop-ups and Bubblers
Concrete Edging	l.f.	0	6" width

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LONE STAR PARKWAY STREETSCAPE (FROM 360 TO MATLOCK)

ITEM	UNIT	QTY.	REMARKS
HARDSCAPE			
Sidewalk	s.f.	10,792	6' wide, plain gray, broom finish
Entry Monument	ea.	1	Brick/stone tower in median
Lighting	l.s.	1	Allowance only, excludes service, duplex outlets & tree outlets
Enhanced Vehicular Pavement	s.f.	3,400	Brick pavers on vehicular sub-slab

ITEM	UNIT	QTY.	REMARKS
LANDSCAPE			
Site Grading	l.s.	1	forming and shaping for drainage (allowance)
Hydromulch	s.f.	112,224	Bermuda-10' from B.O.C. and median
Shrubs and Groundcover	s.f.	3,500	Shrubs, groundcover & perennials
Bed Preparation	s.f.	3,500	Compost, tilling & hardwood mulch
Canopy Tree	ea.	150	4" cal. @ 30' o.c. (both sides and median)
Ornamental Tree	ea.	36	45 gallon Multi-Trunk
Irrigation - Turf	s.f.	112,224	SP
Irrigation - Shrubs and Groundcover	s.f.	3,500	Pop-ups and Bubblers
Concrete Edging	l.f.	750	6" width

LONE STAR PARKWAY STREETSCAPE (FROM MATLOCK TO MITCHELL)

ITEM	UNIT	QTY.	REMARKS
HARDSCAPE			
Sidewalk	s.f.	21,660	6' wide, plain gray, broom finish
Lighting	l.s.	1	Allowance - tree uprights and seasonal duplex outlets

ITEM	UNIT	QTY.	REMARKS
LANDSCAPE			
Site Grading	l.s.	1	forming and shaping for drainage (allowance)
Hydromulch	s.f.	155,610	Bermuda, includes Landscape Buffer
Shrubs and Groundcover	s.f.	3,500	Shrubs, groundcover & perennials
Bed Preparation	s.f.	3,500	Compost, tilling & hardwood mulch
Canopy Tree	ea.	183	4" cal. @ 30' o.c. (both sides and median)
Irrigation - Turf	s.f.	155,610	SP
Irrigation - Shrubs and Groundcover	s.f.	3,500	Pop-ups and Bubblers
Concrete Edging	l.f.	750	6" width

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MATLOCK RD. STREETScape

ITEM	UNIT	QTY.	REMARKS
HARDSCAPE			
Sidewalk	s.f.	10,212	6' wide, plain gray, broom finish (Builder Reimbursible)
Entry Signage	l.s.	1	Brick & Cast Stone sign in median
Lighting	l.s.	1	Allowance, excludes service

ITEM	UNIT	QTY.	REMARKS
LANDSCAPE			
Fine Grading	l.s.	1	Grading of Parkways
Hydromulch	s.f.	30,500	Bermuda
Shrubs and Groundcover	s.f.	1,000	Shrubs, groundcover & perennials
Bed Preparation	s.f.	1,000	Compost, tilling & hardwood mulch
Canopy Tree	ea	140	100 gal. -4" cal. tree based on P.D.
Ornamental Tree	ea.	8	45 gallon Multi-Trunk
Irrigation - Turf	s.f.	30,500	Rotors
Irrigation - Shrubs and Groundcover	s.f.	1,000	Pop-ups and Bubblers
Concrete Edging	l.f.	250	6" width

HOME STREET PARKWAY STREETScape (FROM MIMCHELL TO STELLER)

ITEM	UNIT	QTY.	REMARKS
HARDSCAPE			
Sidewalk	s.f.	24,312	6' wide, plain gray, broom finish
Lighting	l.s.	1	Allowance - tree uplights and seasonal duplex outlets

ITEM	UNIT	QTY.	REMARKS
LANDSCAPE			
Site Grading	l.s.	1	forming and shaping for drainage (allowance)
Hydromulch	s.f.	233,907	Bermuda-10' from B.O.C. and median
Shrubs and Groundcover	s.f.	4,000	Shrubs, groundcover & perennials
Bed Preparation	s.f.	4,000	Compost, tilling & hardwood mulch
Canopy Tree	ea	256	4" cal. @ 30' o.c. (both sides and median)
Irrigation - Turf	s.f.	233,907	SP
Irrigation - Shrubs and Groundcover	s.f.	4,000	Pop-ups and Bubblers
Concrete Edging	l.f.	600	6" width

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HIGHWAY 287 ENTRY

ITEM	UNIT	QTY.	REMARKS
HARDSCAPE			
Lighting - Entry Sign	l.s.	1	Allowance only, excludes service
Entry Monument Signage	ea	1	Entry Structure and signage

ITEM	UNIT	QTY.	REMARKS
LANDSCAPE			
Site Grading	l.s.	1	forming and shaping for drainage (allowance)
Topsoil	c.y.	750	Loam topsoil. Allowance for fine grading.
Hydromulch	s.f.	19,500	Bermuda
Shrubs and Groundcover	s.f.	1,250	Shrubs, groundcover & perennials
Bed Preparation	s.f.	1,250	Compost, tilling & hardwood mulch
Ornamental Tree	ea.	0	45 gallon Multi-Trunk
Canopy Tree	ea.	11	4" caliper
Irrigation - Turf	s.f.	19,500	SP
Irrigation - Shrubs and Groundcover	s.f.	1,250	Pop-ups and Bubblers
Concrete Edging	l.f.	250	6" width

MITCHELL ROAD BRIDGE

ITEM	UNIT	QTY.	REMARKS
HARDSCAPE			
Sidewalk	s.f.	12,000	6' wide, plain gray, broom finish
Enhanced Vehicular Paving	s.f.	3,000	Brick pavers on concrete sub-slab
Lighting	l.s.	1	Allowance only, excludes service
***Bridge Columns	ea.	4	Tapered brick columns with decorative pots
***Bridge Aesthetics	l.f.	2,200	Includes all materials-Brick veneer
***Bridge Rail	l.f.	200	Ornamental Iron handrail
***Bridge Headwall	ea.	2	Provided in Civil scope

ITEM	UNIT	QTY.	REMARKS
LANDSCAPE			
Hydromulch	s.f.	11,500	Bermuda
Shrubs and Groundcover	s.f.	3,500	Shrubs, groundcover & perennials
Bed Preparation	s.f.	3,500	Compost, tilling & hardwood mulch
Ornamental Tree	ea.	10	Multi-Trunk Specimen
Canopy Tree	ea.	88	4" Cal.
Specimen Tree	ea.	3	8" cal. Tree
Irrigation - Turf	s.f.	11,500	Rotors
Irrigation - Shrubs and Groundcover	s.f.	3,500	Pop-ups and Bubblers
Concrete Edging	l.f.	50	6" width

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CITY PARK A

ITEM	UNIT	QTY.	REMARKS
HARDSCAPE			
Sidewalk	s.f.	11,464	8' wide, plain gray, broom finish
Lighting	l.s.	1	Allowance only, excludes service
***Retaining Wall @ Lake	l.f.	0	Average 4' wall - gravity wall
***Headwall @ Existing Creek	l.s.	0	Provided in Civil scope
Amphitheater	l.s.	1	Includes paving and seating
Overlook @ Lake	l.s.	1	Includes lake hard edge, shade structure and seating
Water Jets @ Lake	ea	2	15'-20' water height
Gazebo	l.s.	1	20' Pre-Fab structure
Site Furnishings (pod)	ea	4	Each pod will contain a bench and litter receptacle

ITEM	UNIT	QTY.	REMARKS
LANDSCAPE			
Site Grading	l.s.	1	forming and shaping for drainage (allowance)
Hydromulch - Native Area	s.f.	27,980	Native Mix
Hydromulch	s.f.	83,166	Bermuda
Shrubs and Groundcover	s.f.	2,500	Shrubs, groundcover & perennials
Bed Preparation	s.f.	2,500	Compost, tilling & hardwood mulch
Canopy Tree	ea.	19	4" cal.
Ornamental Tree	ea.	5	Multi-Trunk, 65 gal.
Irrigation - Turf	s.f.	83,166	SP
Irrigation - Shrubs and Groundcover	s.f.	2,500	Pop-ups and Bubblers
Concrete Edging	l.f.	250	6" width
***Lake Forming/Detention	l.s.	0	Provided by previous civil estimate
***Lake Spillway Improvements	l.s.	0	Brick, stone feature on civil structure

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CITY PARK B

ITEM	UNIT	QTY.	REMARKS
HARDSCAPE			
Sidewalk	s.f.	11,500	8' wide, plain gray, broom finish
Lighting	l.s.	1	Allowance only, excludes service
***Retaining Wall @ Lake	f.f.	0	Average 4' wall - gravity wall
***Headwall @ Existing Creek	l.s.	0	Provided by MMA
Water Jets @ Lake	ea.	2	15'-20' water height
Pier @ Lake	s.f.	2,500	Trex Decking
Pedestrian Bridge	l.f.	0	York Bridge or Equal
Playground	l.s.	0	Playground for ages 2-5 and 5-12
Site Furnishings (pod)	ea.	4	Each pod will contain a bench and litter receptacle

ITEM	UNIT	QTY.	REMARKS
LANDSCAPE			
Site Grading	l.s.	1	forming and shaping for drainage (allowance)
Hydromulch - Native Area	s.f.	100,000	Native Mix
Hydromulch	s.f.	40,000	Bermuda
Shrubs and Groundcover	s.f.	10,000	Shrubs, groundcover & perennials
Bed Preparation	s.f.	10,000	Compost, tilling & hardwood mulch
Canopy Tree	ea.	63	4" cal.
Ornamental Tree	ea.	14	Multi-Trunk Specimen
Irrigation - Turf	s.f.	40,000	Rotars
Irrigation - Shrubs and Groundcover	s.f.	10,000	Pop-ups and Bubblers
Concrete Edging	l.f.	500	6" width
Water Jets @ Lake	ea.	2	15'-20' water height
***Lake Forming/Retention	l.s.	0	Provided by MMA
***Lake Spillway Improvements	l.s.	0	Brick, stone feature on civil structure

CITY PARK C

ITEM	UNIT	QTY.	REMARKS
HARDSCAPE			
Sidewalk	s.f.	19,422	6' wide, plain gray, broom finish
Overlook/Bridge	l.s.	0	Seating area/creek amenity
Trail Head	l.s.	2	Includes signage
Lighting	l.s.	1	Allowance, excludes service
Site Furnishings (pod)	ea.	2	Each pod will contain a bench and litter receptacle

ITEM	UNIT	QTY.	REMARKS
LANDSCAPE			
Site Grading	l.s.	1	forming and shaping for drainage (allowance)
Hydromulch	s.f.	15,000	Bermuda
Shrubs and Groundcover	s.f.	1,500	Shrubs, groundcover & perennials
Bed Preparation	s.f.	1,500	Compost, tilling & hardwood mulch
Canopy Tree	ea.	41	4" cal. Street tree
Canopy Tree	ea.	125	B&B infill trees
Irrigation - Turf	s.f.	15,000	SP
Irrigation - Shrubs and Groundcover	s.f.	1,500	Pop-ups and Bubblers
Concrete Edging	l.f.	Page 6 of 8	6" width

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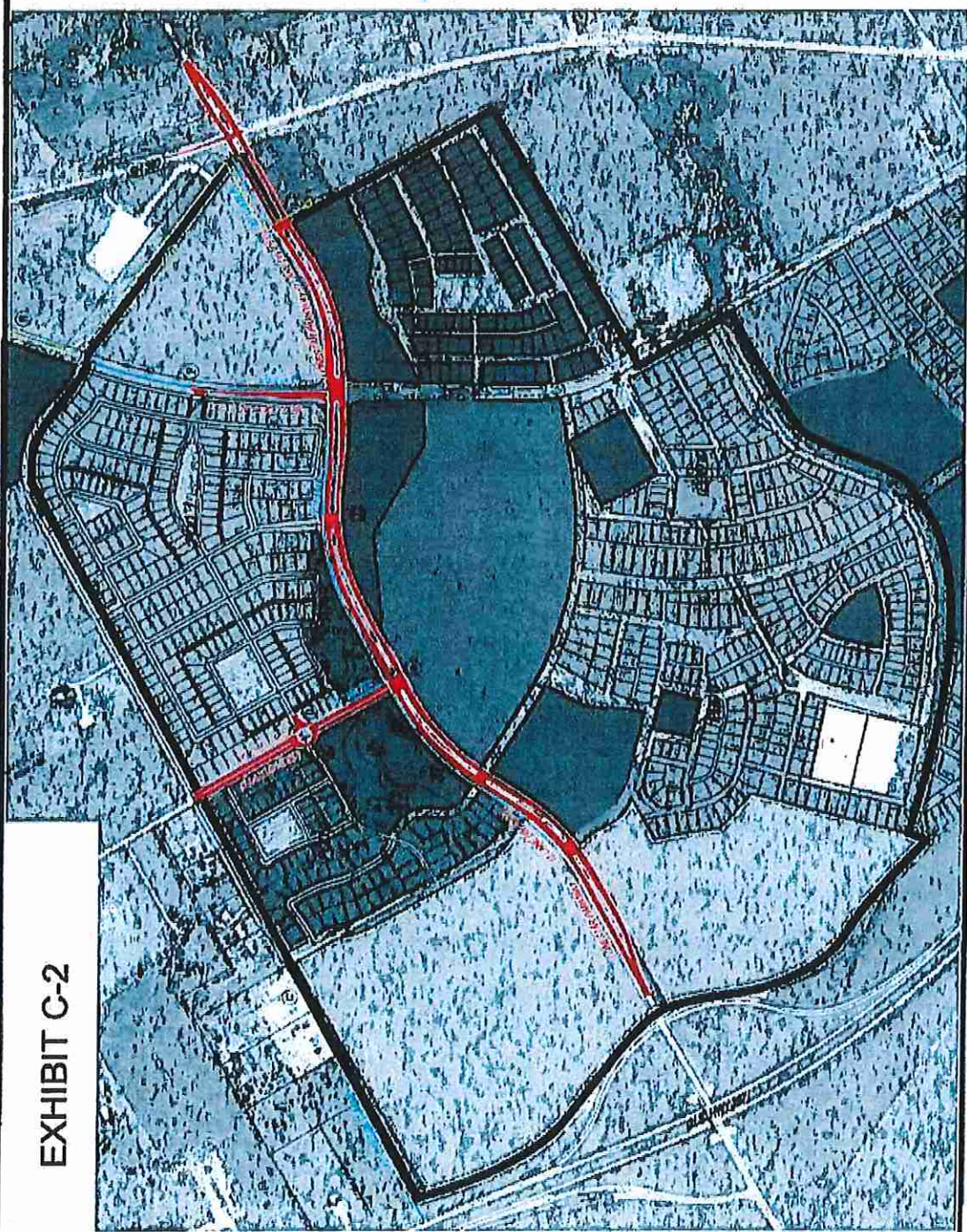
CITY PARK D

ITEM	UNIT	QTY.	REMARKS
HARDSCAPE			
Sidewalk	s.f.	25,000	8' wide, plain gray, broom finish
Trail Head	l.s.	1	Includes signage
Entry Monument	l.s.	1	Allowance
Lighting	l.s.	1	Allowance, excludes service
Site Furnishings (pod)	ea.	2	Each pod will contain a bench and litter receptacle

ITEM	UNIT	QTY.	REMARKS
LANDSCAPE			
Site Grading	l.s.	1	forming and shaping for drainage (allowance)
Hydromulch	s.f.	15,000	Bermuda
Shrubs and Groundcover	s.f.	1,500	Shrubs, groundcover & perennials
Bed Preparation	s.f.	1,500	Compost, tilling & hardwood mulch
Canopy Tree	ea.	83	4" cal. Street tree
Canopy Tree	ea.	150	B&B infill trees
Irrigation - Turf	s.f.	15,000	SP
Irrigation - Shrubs and Groundcover	s.f.	1,500	Pop-ups and Bubblers
Concrete Edging	l.f.	500	6" width

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EXHIBIT C-2



- LEGEND**
- 1. 10' WIDE SIDEWALK
 - 2. 10' WIDE SIDEWALK
 - 3. 10' WIDE SIDEWALK
 - 4. 10' WIDE SIDEWALK
 - 5. 10' WIDE SIDEWALK
 - 6. 10' WIDE SIDEWALK
 - 7. 10' WIDE SIDEWALK
 - 8. 10' WIDE SIDEWALK
 - 9. 10' WIDE SIDEWALK
 - 10. 10' WIDE SIDEWALK
 - 11. 10' WIDE SIDEWALK
 - 12. 10' WIDE SIDEWALK
 - 13. 10' WIDE SIDEWALK
 - 14. 10' WIDE SIDEWALK
 - 15. 10' WIDE SIDEWALK
 - 16. 10' WIDE SIDEWALK
 - 17. 10' WIDE SIDEWALK
 - 18. 10' WIDE SIDEWALK
 - 19. 10' WIDE SIDEWALK
 - 20. 10' WIDE SIDEWALK

- LEGEND**
- 1. 10' WIDE SIDEWALK
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 - 3. 10' WIDE SIDEWALK
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 - 16. 10' WIDE SIDEWALK
 - 17. 10' WIDE SIDEWALK
 - 18. 10' WIDE SIDEWALK
 - 19. 10' WIDE SIDEWALK
 - 20. 10' WIDE SIDEWALK

Southpointe
TIF FUNDING EXHIBIT

Scale: 1" = 100'

Southpointe Associates, Inc.
City of Southpointe, Alabama
1000 Southpointe Drive
Southpointe, Alabama 36686

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EXHIBIT C-2

Infrastructure Scope Southpointe Manassas, TX					
Infrastructure to Serve Pod 1-3					
A - Lone Star Parkway 2-14' B-B US 287 to Matlock RD & 2-26' B-B Matlock to SH 360 Paving					
Item	Description	Total	Unit		
1	Clearing and Grubbing	17	AC		
2	ROW Prep	63	STA		
3	Remove Exist Asphalt Paving	3,620	SY		
4	Erosion Control	1	LS		
5	Cut	19,966	CY		
6	Fill	49,645	CY		
7	9" Conc Paving	29,764	SY		
8	6" Temp HMA Paving	2,147	SY		
9	12" Lime Slab, Subgrade	35,102	SY		
10	Lime for Subgrade (38 LB/SY)	631	TON		
11	10' RCI	6	EA		
12	15' RCI	3	EA		
13	20' RCI	6	EA		
14	18" RCP	1,255	LF		
15	24" RCP	954	LF		
16	30" RCP	472	LF		
17	60" RCP	844	LF		
18	72" RCP	50	LF		
19	8' x 5' RCB	693	LF		
20	10' x 5' RCB	320	LF		
21	TY PW Wingwalls	4	EA		
22	Trench Safety	4,588	LF		
23	Street Barricade	5	EA		
24	Barrier Free Ramps	10	EA		
25	Pavement Markings	1	LS		
26	Streetlights	31	EA		
27	Traffic control	1	LS		

B - Water (30 Inch DI Water Main from US 287 to SH 360)					
Item	Description	Total	Unit		
1	8" PVC Water Line	130	LF		
2	16" PVC Water line	248	LF		
3	30" DI Water	3266	LF		
4	6" Gate Valve	4	EA		
6	16" Gate Valve	1	EA		
6	24" Butterfly Valve	1	EA		
7	30" Butterfly Valve	4	EA		
8	Blow off Valve	1	EA		
9	Air Release Valve	1	EA		
10	DI Fittings	2.01	TON		
11	Fire Hydrant	4	EA		
12	Trench Safety	3844	LF		

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Infrastructure Scope Southpointe Mansfield, TX Mitchell Road				
C - Paving 2-22' B-B Lone Star to Mathis (based on plans)				
Item	Description	Total	Unit	
1	Clearing and Grubbing	3	AC	
2	ROW Prep	15	STA	
3	Erosion Control	1	LS	
4	Cut	74	CY	
5	Fill	9,958	CY	
6	9" Conc Paving	7,760	SY	
7	6" Temp HMA Paving	602	SY	
8	12" Lime Slab, Subgrade	9,198	SY	
9	Lime for Subgrade (38 LB/SY)	176	TON	
10	Barrier Free Ramps	8	EA	
11	Drop Inlet	2	EA	
12	10' CI	4	EA	
13	30" RCP	66	LF	
14	42" RCP	86	LF	
15	45" RCP	587	LF	
16	48" RCP	28	LF	
17	60" RCP	504	LF	
18	66" RCP	50	LF	
19	6' x 2' RCB	208	LF	
20	9' x 4' RCB	308	LF	
21	TY PW Headwall	4	EA	
22	Trench Safety	1,600	LF	
23	Pavement Markings	1	LS	
24	Traffic control	1	LS	

D - Water (Mitchell 18 Inch Water Main from Lone Star to Mathis)				
Item	Description	Total	Unit	
1	16" PVC Water	1392	LF	
2	6" Gate Valve	3	EA	
3	12" Gate Valve	2	EA	
4	16" Gate Valve	4	EA	
5	DI Fittings	0.68	TON	
6	Fire Hydrant	3	EA	
7	Trench Safety	1392	LF	

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[Signature]

Infrastructure Scope Southpointe Mansfield, TX				
E - Matlock Road 28' B-B (Southbound Section from Lone Star to Phase 1A Entry)				
Paving (based on plans)				
Item	Description	Total	Unit	
1	Clearing and Grubbing	2.5	AC	
2	ROW Prep	8	STA	
3	Erosion Control	1	LS	
4	Cut	1,101	CY	
5	Fill	968	CY	
6	9" Conc Paving	3,298	SY	
7	12" Lime Slab. Subgrade	3,627	SY	
8	Lime for Subgrade (36 LB/SY)	65	TON	
9	Street Barricade	1	EA	
10	Barrier Free Ramps	4	EA	
11	10' RCI	2	EA	
12	15' RCI	1	EA	
13	48" RCP	70	LF	
14	60" RCP	100	LF	
15	72" RCP	50	LF	
16	Trench Safety	900	LF	
17	Pavement Markings	1	LS	
18	Streetlights	5	EA	
19	Traffic control	1	LS	

F - (Matlock Rd 12 inch DI Water Main from Lonestar Parkway North to Exist 36" Water Main)				
Water				
Item	Description	Total	Unit	
1	12" PVC Water	1485	LF	
2	6" Gate Valve	2	EA	
3	12" Gate Valve	3	EA	
4	DI Fittings	0.8	TON	
5	Fire Hydrant	2	EA	
6	Trench Safety	1485	LF	

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Infrastructure Scope Southpointe Mansfield, TX					
G - 12" Off site Water Main					
Item	Description	Total	Unit		
1	12" PVC Water	3706	LF		
2	6" Gate Valve	7	EA		
3	12" Gate Valve	6	EA		
4	16" Butterfly Valves	2	EA		
5	Air Release Valve	1	EA		
6	DI Fittings	2	TON		
7	Fire Hydrant	3	EA		
10	Trench Safety	3706	LF		

Infrastructure Scope Southpointe Mansfield, TX					
H - Wastewater Trunk Main (Matlock Road from Force Main to Exist. SS Main)					
Item	Description	Total	Unit		
1	18" SDR 26 PVC	3446	LF		
2	Bore 18" SS	225	LF		
3	Connect to Exist MH	1	EA		
4	5' Dia MH	9	EA		
5	Trench Safety	3446	LF		

I - Off-Site Wastewater Infrastructure including 1.70 MGD Lift Station and Force Main					
Item	Description	Total	Unit		
1	16" DR-18 PVC Force Main	2400	LF		
2	4' Dia Manhole	1	EA		
4	Bore 16" PVC w/Steel Encasement	200	LF		
5	Trench Safety	2400	LF		
6	1.70 MGD Lift Station	1	LS		

Infrastructure Scope Southpointe Mansfield, TX					
J - Shaping and Restoration of Main Channel (Lonestar Parkway to SH 360) Earthwork					
Item	Description	Total	Unit		
1	ROW Prep	48	STA		
2	Erosion Control	1	LS		
3	Excavation	108040	CY		

EXHIBIT D

DEVELOPMENT STANDARDS FOR RESIDENCES

1. For developments with 100 lots or more, the developer or builder must submit at least six housing product designs for every 100 houses in the development. A housing product must have at least three of the following characteristics which clearly and obviously distinguish it from other housing products.

- Different room layout and size of house;
- Exterior material;
- Roof lines;
- Garage placement; and
- Placement of the footprint on the lot and /or building face.

*A DEVELOPER/BUILDER IS REQUIRED TO SUBMIT PLANS OR DRAWINGS SHOWING FLOOR PLANS, ELEVATIONS OR OTHER DESIGN ELEMENTS OF EACH HOUSING PRODUCT FOR PRE-APPROVAL FOR COMPLIANCE.

2. Builders will need to include the following exhibits with each new Residential Building Permit application in PDF format:

- a. The roof pitch must be labeled on the elevations.
- b. The proposed roofing materials must be labeled.
- c. The exterior wall materials must be label by type (brick, stone, siding, stucco, etc.)
- d. Show any shutters on the elevation. If shutters are not provided, add a note to the plans that there will be no shutters.
- e. Any exterior wood accents or wood garage doors must be labeled. Add a note stating that the wood is stained, sealed or painted.
- f. If gutters are provided, they must be labeled as to material and color.
- g. A color rendering or color palette must be provided for the house.
- h. Show and label the required trees, foundation shrubs and sod in front, side and rear yards.

3. The exterior facades of houses on a continuous block must vary within every 10 houses. When a house is constructed, the same combination of brick, stone, masonry-like materials and paint cannot be used on other houses within five lots on either side of that house. The rear facade of a house on a lot that backs up to a street with four or more lanes as shown in the Thoroughfare Plan must vary in design and construction materials from the rear facade of other houses within three lots on either side of that house that also back up to the same street.
4. In developments with 30 lots or more, driveway orientations must vary throughout the development. A minimum of 20% of all lots must contain a J-swing or side entry orientation.
5. The minimum front yard setback for 25% percent of the lots in a development may be decreased to 20 feet provided that no front entry garage is located within 25 feet of the front property line.
6. Front porches that are fully covered and have a minimum depth of seven feet may encroach a maximum distance of 10 feet into the minimum front yard setback in any SF and 2F district.
7. The front entry to a house must be well-defined and kept proportional to the house. The front entry must be designed so as not to distract from the rest of the house. (See example on Pg. 3)



Planning Department
1200 E. Broad Street, Mansfield, TX 76063
Website: www.mansfield-tx.gov

8. Only specialty windows such as box windows or circular windows may be flush mounted to the exterior face of the building. All other windows must be inset to create relief on the elevations.
9. Facades must avoid large expanses of uninterrupted, single exterior materials and must be broken up by changes in plane, window placement, window trim, or color change. (See example on Pg. 3)
10. Shutters, if provided, must be sized and shaped to match the associated openings. (See example on Pg. 3)
11. Gutters, if provided, must be copper, galvanized steel, aluminum or painted if exposed to the street.
12. All asphalt roof shingles must be laminated architectural shingles with a three dimensional appearance and warranted for at least thirty (30) years.
13. A minimum roof pitch of 8:12 (inches of rise per inches of run) from side to side must be applied to the predominant roof; except a tile or slate roof may have a minimum roof pitch of 5:12 (inches of rise per inches of run) from side to side. A variety of roof pitches may be incorporated into the roof design provided that the predominant roof meets the minimum roof pitch requirement.
14. The design between the garage and the house must use same or complementary colors and materials.
15. All exposed wood accents or wooden garage doors must be stained, sealed or painted for protection and regularly maintained.
16. The use of other quality products is encouraged, including but not limited to: tile, slate or metal roofs suited to the architecture of the house; decorative columns and railings; wood garage doors; insulated garage doors; varied patterns, style and type of materials; and architectural details such as tile work, wood trim, and moldings; or accent materials integrated into the façade.
17. All lawns and landscaping must be irrigated in accordance with City ordinance.

NOTE This information is not intended to cover all items required by the City of Mansfield. **ALL WORK IS SUBJECT TO FIELD INSPECTION APPROVAL.**

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FRONT ENTRY EXAMPLES

The front entry must be well-defined and kept proportional to the house.



Front entry not proportional. Distracts from the rest of the house. Not Acceptable.



Front entry is well defined and proportional to the house. Acceptable.

FAÇADE EXAMPLES

Facades must avoid large expanses of uninterrupted, single exterior materials and must be broken up by changes in plane, window placement, window trim, or color changes.



Large expanse with only one window and no material changes, projections or articulation. Not Acceptable.



Large expanse with articulated features, windows and material changes. Acceptable.

SHUTTER EXAMPLES

Shutters, if provided, must be sized and shaped to match the associated openings.



Shutters are not proportionally sized to windows. Not Acceptable.



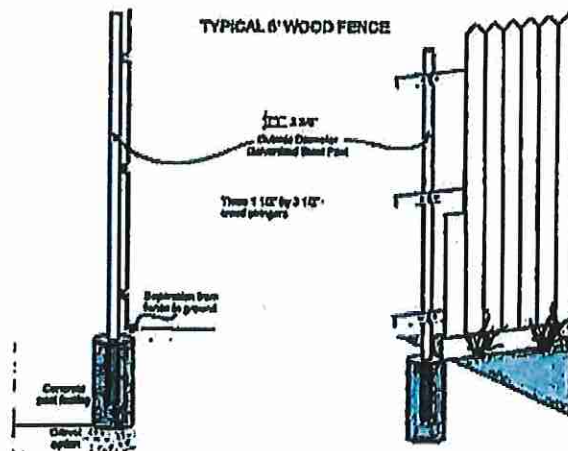
Shutters are sized proportionally to windows. Acceptable.

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New or Replacement Wood Privacy Fence Construction Standards

After December 10, 2012, all new wood privacy fences and the replacement or repair of existing wood privacy fences must comply with the following requirements:

1. A Fence Permit must be obtained prior to the construction of a new or replacement wood privacy fence of five (5) feet in height or greater. The maximum height for a residential privacy fence is eight (8) feet.
2. Fence planks or panels must be at least five-eighths of one inch ($5/8"$) in thickness.
3. Fence planks or panels must have at least a one inch ($1"$) gap between the ground and the wood to prevent rotting and decay.
4. All vertical posts must be two and three-eighths inch ($2 \frac{3}{8}"$) minimum outside diameter standard pipe gauge galvanized steel.
5. Vertical posts spacing should be no more than eight feet (8') on center or less and set in concrete post footings. The minimum depth of the concrete post footings should be twenty-four inches (24") for fences that are six feet (6') in height and thirty-six inches (36") for fences that are eight feet (8') in height.
6. Vertical slats must be nailed or screwed to horizontal bracing stringers running from vertical post to post. The size of the stringers can be no less than one-and-a-half inches ($1.5"$) by three-and-a-half inches ($3.5"$). One stringer is required for every two feet (2') of height. Fences that are six feet (6') in height must have three (3) horizontal stringers. Fences that are eight feet (8') in height must have four (4) horizontal stringers. Vertical posts and the stringers should be installed on the inside of the fence, not facing the street or adjacent properties.
7. All materials are to be securely fastened (i.e. vertical boards to horizontal stringers, stringers to vertical posts) and be free from rot, rust, vandalism and other sources of decay.



8. Fences should be designed such that they do not cause a drainage problem.
9. A wood fence screening the perimeter of a subdivision is governed by the Subdivision Control Ordinance.
10. The replacement or repair of an existing wood privacy fence that is less than fifty (50) percent of the total linear footage of fencing on the property is exempt from the above requirements; however, a permit is always required for any fence construction greater than six (6) feet in height.

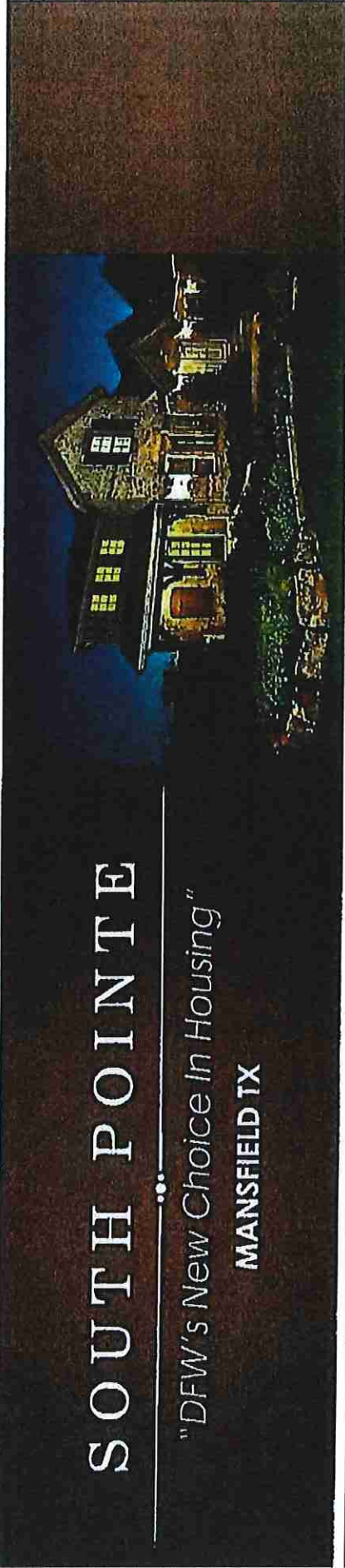
This summary provides the general construction standards for wood privacy fences. Consult the Mansfield Zoning Ordinance for complete fencing regulations on the City's website at www.mansfield-tx.gov.

EXHIBIT D
DEVELOPMENT STANDARDS FOR RESIDENCES

SOUTH POINTE

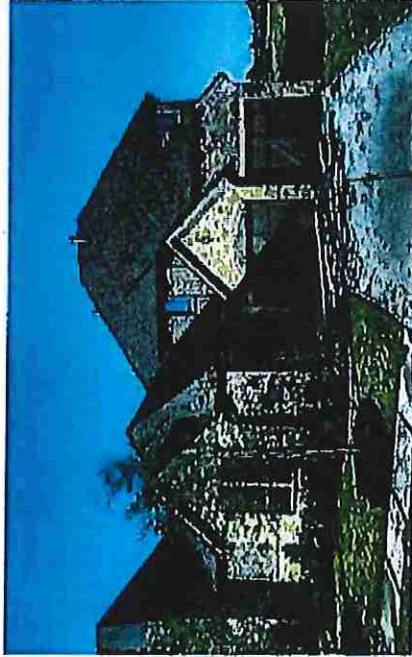
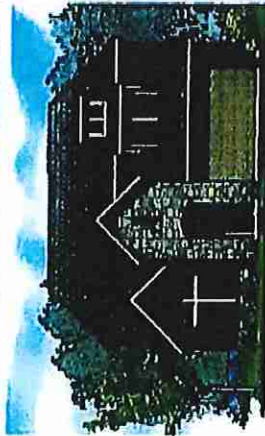
"DFW's New Choice In Housing"

MANSFIELD TX



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EXTERIOR CHARACTER



SOUTH POINTE
MANSFIELD TEXAS
MARCH 5, 2014

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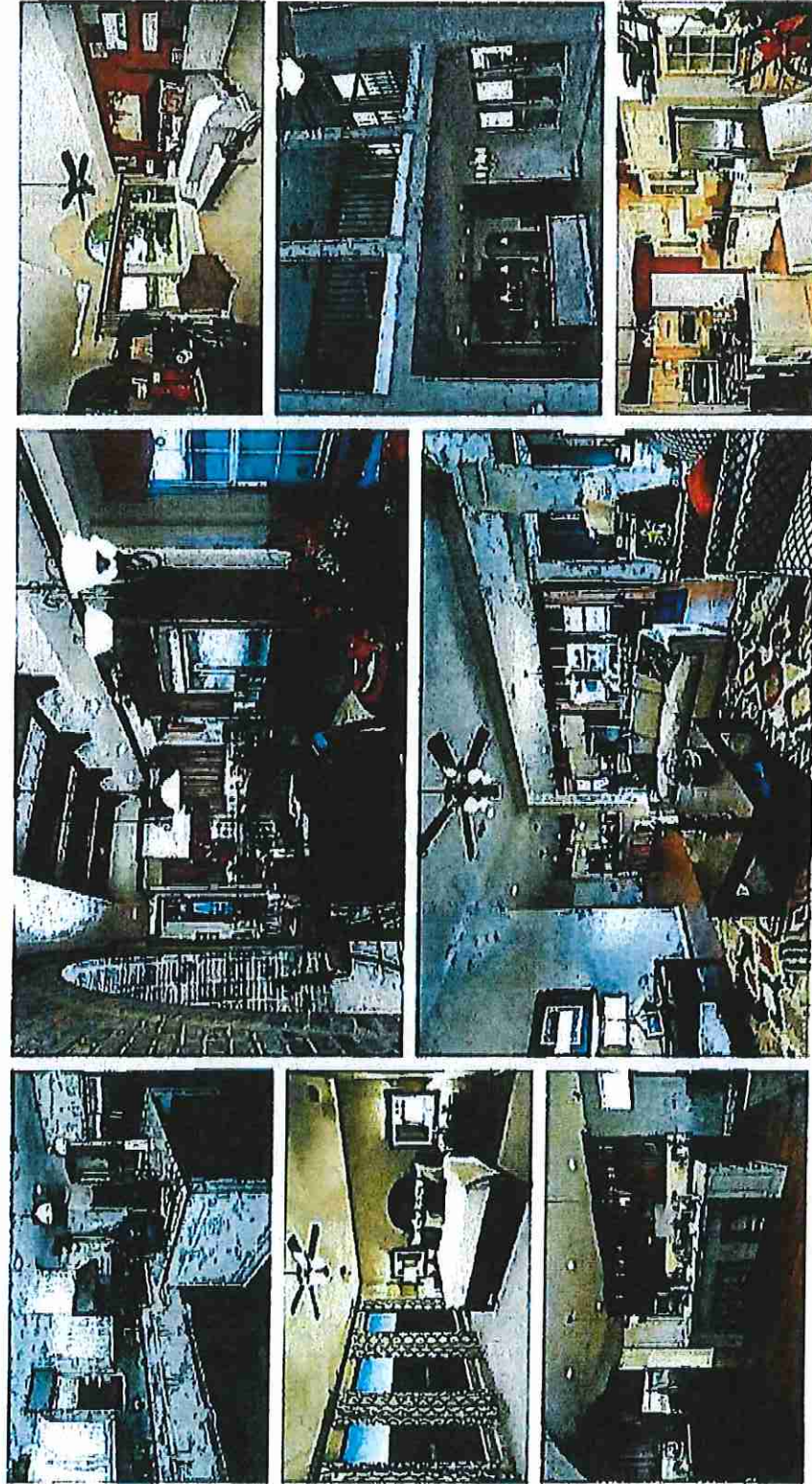
SOUTH POINTE

MANSFIELD TEXAS
MARCH 5, 2014

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INTERIOR CHARACTER



SOUTH POINTE

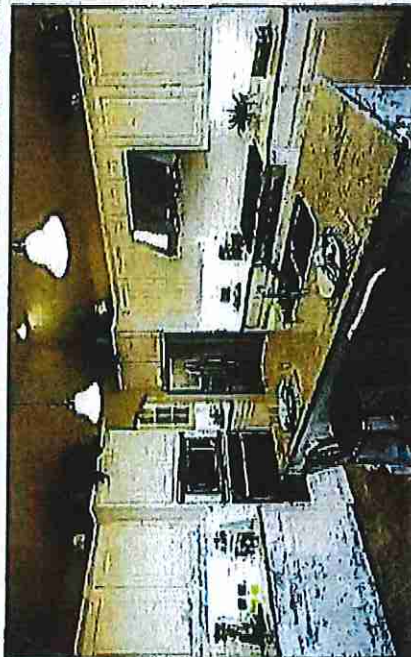
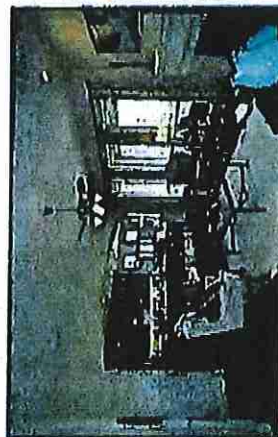
MANSFIELD TEXAS
MARCH 5, 2014

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PAGE 4 OF 5

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INTERIOR CHARACTER



SOUTH POINTE

MANSHIELD TEXAS
MARCH 5, 2014

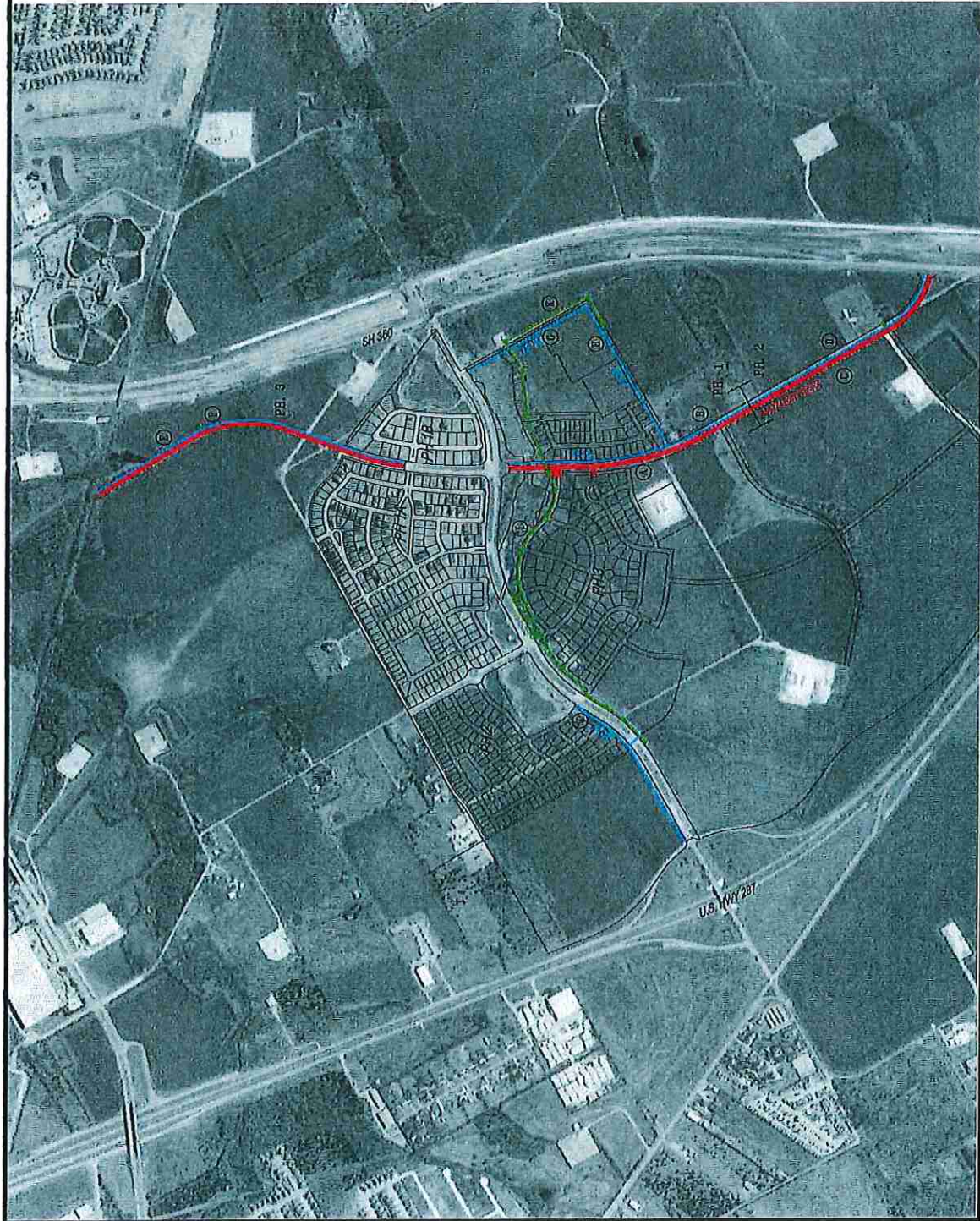
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PAGE 5 OF 5

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"Exhibit D-1"

Summary of Engineer's Opinion of Probable Construction Cost June 19, 2017					
Project	Legend ID	Cost	Requested 6/26 TIRZ Funding %	Requested 6/26 Net TIRZ Funding	Approved Net TIRZ Funding
Matlock Road Phase 1 (Paving)	A	\$ 2,028,394	100%	\$ 2,028,394	\$ 2,028,394
Matlock Road Phase 1 (Water)	B	\$ 202,062	50%	\$ 101,031	\$ 101,031
Matlock Road Phase 1 (Landscaping)		\$ 415,834	100%	\$ 415,834	\$ 415,834
Matlock Road Phase 2 (Paving)	C	\$ 1,818,560	100%	\$ 1,818,560	\$ 1,818,560
Matlock Road Phase 2 (Water)	D	\$ 183,063	50%	\$ 91,531	\$ 91,531
Matlock Road Phase 2 (Landscaping)		\$ 348,488	100%	\$ 348,488	\$ 348,488
Matlock Road Phase 3 (Paving)	E	\$ 2,362,637	100%	\$ 2,362,637	\$ 2,362,637
Matlock Road Phase 3 (Water)	F	\$ 255,968	50%	\$ 127,984	\$ 127,984
Matlock Road Phase 3 (Landscaping)		\$ 486,170	100%	\$ 486,170	\$ 486,170
Lowe Road (12" Water)	G	\$ 95,438	100%	\$ 95,438	\$ 95,438
Lowe Road (15" Wastewater)	K	\$ 196,251	100%	\$ 196,251	\$ 196,251
Harmon Road (12" Water)	H	\$ 135,000	100%	\$ 135,000	\$ 135,000
Offsite Waste Water	I	\$ 534,771	50%	\$ 267,386	\$ 267,386
30" Water	J	\$ 672,876	100%	\$ 672,876	\$ 672,876
Geotechnical Testing		\$ 250,000	100%	\$ 250,000	\$ 125,000
Subtotal: Phase 2 TIRZ 3rd Party Cost		\$ 9,985,511		\$ 9,397,579	\$ 9,272,579
Professional Fees (Engineering)		\$ 756,769	0%	\$ -	\$ -
Professional Fees (Landscape Architecture)		\$ 144,978	0%	\$ -	\$ -
Subtotal: Phase 2 TIRZ Total Cost		\$ 10,887,258		\$ 9,397,579	\$ 9,272,579
Lift Station Cost Increase (Phase 1 TIRZ)		\$ 1,034,928	100%	\$ 1,034,928	\$ 227,421
Total Cost - Public Infrastructure		\$ 11,922,186		\$ 10,432,508	\$ 9,500,000



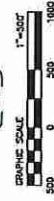
LEGEND

- ④ WATLOCK ROAD PHASE 1 (25' B-B SOUTHBOUND)
- ⑤ 24" WATERLINE PHASE 1 IN WATLOCK ROAD
- ⑥ WATLOCK ROAD PHASE 2 (25' B-B SOUTHBOUND)
- ⑦ 24" WATERLINE IN WATLOCK ROAD PHASE 2
- ⑧ WATLOCK ROAD PHASE 3 (25' B-B)
- ⑨ 12" WATERLINE PHASE 3 IN WATLOCK ROAD
- ⑩ 12" WATERLINE IN LOWE ROAD
- ⑪ 12" WATERLINE IN HARMON ROAD
- ⑫ OFF-SITE WASTEWATER
- ⑬ 30" WATERLINE
- ⑭ 15" WASTEWATER (LOWE ROAD)

EXHIBIT D-2

LEGEND

- PROPOSED PARKING
- PROPOSED WATER
- PROPOSED WASTEWATER



Southpointe

TIF FUNDING EXHIBIT

JUNE 2017



Graham Associates, Inc.
CIVIL ENGINEERS AND PLANNERS
1000 WEST 10TH AVENUE, SUITE 200
DENVER, COLORADO 80202

Exhibit E

**Public Improvements to be maintained by
Funds from a Public Improvement District, that is to be Created**

- City Parks A, B, C and D – landscaping and all infrastructures
- Gateway monuments plus associated landscaping and trails at development entrances at Hwy 287 and Hwy 360
- Tower monuments and associated landscaping in the median of Lone Star Parkway, including special pavers
- Landscaping at the Mitchell Road Entry at Lone Star Parkway, including special pavers
- Landscaping and sidewalks/trails in the median and parkways of Lone Star Parkway
- Landscaping and sidewalks/trails in the median and parkways of Matlock Road
- Landscaping and sidewalks/trails in the median, roundabout and parkways of Mitchell Road
- Landscaping and screening adjacent to the gas well site near Hwy 360
- Detention pond plus landscaping and trails around the detention pond between Phase 1B and Tarrant Regional Water District easement.

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EXHIBIT F

Form of TIF Note

PROMISSORY NOTE

\$ _____, 201__

FOR VALUE RECEIVED, the undersigned CITY OF MANSFIELD, a Texas municipal corporation ("Maker"), promises to pay to the order of IPRR SOUTH POINTE DEVELOPMENT COMPANY, LLC, a Delaware limited liability company (together with all subsequent holders of this note, "Payee"), the principal sum _____ and No/100 Dollars (\$ _____), together with interest on the unpaid principal balance from time to time outstanding, commencing on the date hereof and continuing until the Maturity Date, at the fixed rate of interest (the "Applicable Rate") per annum of zero percent (0.00%) per annum. The principal of this note shall be payable by Maker to Payee in the following amounts (but not to exceed the aggregate amount of the Owner Additional Reimbursement [as defined in the Development Agreement (as hereinafter defined)]): _____ [repayment details to be added at time of execution] _____; provided, however, this note shall mature on the date Maker's obligation to make payments under the Development Agreement (hereinafter defined) terminates pursuant to the terms of the Development Agreement (including, without limitation, Sections 3.D and 4 of the Development Agreement) and to the extent this note has not been repaid in full as of such date then this note shall be extinguished and Maker shall have no further obligation to repay this note (but the extinguishment of this note shall not affect or diminish Maker's obligations to repay any other TIF Note (as defined in the Development Agreement)).

The principal of this note shall be due and payable in lawful money of the United States of America in Rockford, Illinois at the office of Payee at 6723 Weaver Road, Suite 108, Rockford, Illinois 61114, or such other place as Payee may from time to time designate in writing to Maker. All payments on this note shall, at the option of Payee, be applied, first, to the payment of any costs and expenses incurred by in connection with the collection of such payment and any remainder shall be applied to the reduction of the principal balance hereof.

1. **Prepayments.** Maker shall be entitled to prepay the unpaid principal balance hereof, from time to time and at any time, in whole or in part, without premium or penalty. Any principal reductions hereunder may not be reborrowed by Maker.

2. **Events of Default and Remedies.** Following written notice to Maker allowing for thirty (30) days to cure any such default, the entire unpaid principal balance of this note shall immediately become due and payable at the option of the holder hereof on demand or upon the occurrence of an Event of Default. As used herein, the term "Event of Default" shall mean (i) if Maker fails to pay or perform an obligation under this note and such failure continues for a period of thirty (30) days following written notice thereof from Payee, or (ii) if a default by Maker occurs under the Development Agreement. In the event an Event of Default shall have happened, the holder of this note may exercise any and all remedies set forth in this note, may offset against this note any sum or sums owed by the holder hereof to Maker or any guarantor, and/or may proceed to protect and enforce its rights either by suit in equity and/or by action at law, or by other appropriate proceedings, whether for the specific performance of any covenant or agreement contained in this note or in any of the other documents evidencing this note or indebtedness arising hereunder (collectively the "Loan Documents"), or in aid of the exercise of any power or right granted by this note or to enforce any other legal or equitable right of the holder of this note.

3. **Cumulative Rights.** No delay on the part of the holder of this note in the exercise of any power or right under this note, or under any of the other Loan Documents, shall operate as a waiver thereof, nor shall a single or partial exercise of any such power or right. Enforcement by the holder of this note of any security for the

payment hereof shall not constitute any election by it of remedies so as to preclude the exercise of any other remedy available to it.

4. **Attorneys' Fees and Costs.** In the event an Event of Default shall occur, and in the event that thereafter this note is placed in the hands of an attorney for collection, or in the event this note is collected in whole or in part through legal proceedings of any nature, then and in any such case, Maker promises to pay all costs of collection, including, but not limited to, reasonable attorneys' fees incurred by the holder hereof on account of such collection, whether or not suit is filed.

5. **Notices.** Any notice or demand given hereunder shall be deemed to have been given and received in accordance with the notice provisions in the Development Agreement.

6. **GOVERNING LAW.** THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE CONSTRUCTION, VALIDITY, ENFORCEMENT, AND INTERPRETATION HEREOF, EXCEPT TO THE EXTENT FEDERAL LAWS OTHERWISE GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION HEREOF.

7. **Headings; Construction.** The headings of the sections of this note are inserted for convenience only and shall not be deemed to constitute a part hereof, words used herein of any gender shall be construed to include any other gender where appropriate, and words used herein which are either singular or plural shall be construed to include the other where appropriate.

8. **Successors and Assigns.** All of the covenants, stipulations, promises and agreements in this note contained by or on behalf of Maker shall bind its successors and assigns, whether so expressed or not; provided, however, that Maker may not, without the prior written consent of Payee, assign any rights, duties, or obligations under this note. Without the consent of Maker, Payee may, in its sole discretion, at any time or from time to time while any portion of the indebtedness evidenced hereby remains unpaid, transfer, sell, assign or pledge this note (or any portion thereof) and any of the other Loan Documents and in connection therewith, Payee may provide information concerning the Loan to any future transferee or participant (including, without limitation, financial information for Maker).

9. **Payments; Business Day.** Each payment or prepayment hereon must be paid at the office of Payee specified above in lawful money as therein specified and in funds which are or will be available for immediate use by Payee at such office on or before 1:00 p.m., Central Standard Time, on the day such payment or prepayment is due. In any case where a payment of principal hereof is due on a day which is not a Business Day, Maker shall be entitled to delay such payment until the next succeeding Business Day, but interest shall continue to accrue until the payment is, in fact, made. As used herein, "Business Day" means every day on which banking associations located in Texas are allowed to be open for general lending business.

10. **Development Agreement.** As used herein, the term Development Agreement shall mean that certain First Amended and Restated Development Agreement with RUBY-07-SPMTGE, LLC, FOR PUBLIC IMPROVEMENTS TO PROPERTY WITHIN REINVESTMENT ZONE NUMBER 1, CITY OF MANSFIELD, dated on or about _____, 2018, executed by and among, Maker, the Board of Directors of the Tax Increment Financing Reinvestment Zone Number One, City of Mansfield, Texas, and Ruby-07-SPMTGE, LLC, a Delaware limited liability company and consented to by IPRR South Pointe-1, LLC, a Delaware limited liability company and Payee. This note is a TIF Note as such term is used in the Development Agreement. Maker and Payee hereby acknowledge and agree that Maker may enter into one (1) or more additional TIF Notes, in addition to this note, and such additional TIF Notes shall not constitute a novation of Maker's obligations under this note nor shall repayment of any additional TIF Note diminish or negate Maker's obligation to repay this note in accordance with the terms hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, as Maker, has executed this note as of the date and year first above written, signing by and through its City Manager, duly authorized to execute same by Resolution No. _____.

MAKER:

CITY OF MANSFIELD, TEXAS

By: _____
Clayton Chandler, City Manager

ATTEST:

By: _____
Jeanne Heard, City Secretary

APPROVED AS TO FORM AND LEGALITY:

By: _____
Elizabeth Elam, City Attorney

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