

## ROADWAY IMPROVEMENTS AGREEMENT

This Roadway Improvements Agreement (this "**Agreement**"), dated as of November 11, 2019 (the "**Effective Date**"), is made and entered into by and between Risland Mantua LLC, a Delaware limited liability company ("**Risland**"), and Collin County, Texas, acting by and through its Commissioners Court (the "**County**"). The County and Risland are sometimes referred to herein each as a "**Party**" and collectively as the "**Parties**".

**WHEREAS**, Risland is the developer of a proposed subdivision consisting of 222 Phase 1 single-family homes known as Mantua Point-Phase 1 ("**Phase I**");

**WHEREAS**, in connection with the development of Phase 1, Risland intends to make certain improvements to the surrounding roadways as more fully described in Section 1 (collectively, the "**Improvements**"), and seeks the County's approval and cooperation to construct the Improvements in the manner described herein; and

**WHEREAS**, the County is willing to grant its approval and cooperate in Risland's construction of the Improvements subject to and in accordance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals and the terms and mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. ROADWAY IMPROVEMENTS.**

1.1. Realignment of Collin McKinney Parkway. In consideration of the promises and agreements herein made by Risland, the County hereby approves Risland's request to close Collin McKinney Parkway and abandon the existing roadway easement (Instrument No. 20140318000249860 O.P.R.C.C.T) to allow for the realignment and construction of the ultimate roadway section as depicted on the Final Plat for Mantua Point Phase 1 as approved by the City of Van Alstyne on May 14, 2019 (the "**Final Plat**"), a copy of which is attached hereto and incorporated herein by reference as **Exhibit A**. As part of its Phase 1 work, Risland will realign Collin McKinney Parkway to its ultimate alignment and will construct the ultimate concrete roadway section (a 6 lane divided arterial 140 foot Roadway) as depicted on the subdivision improvement plans for Phase 1 as approved by Collin County on November 11, 2019 (the "**Plans**"), a copy of the relevant pages of which is attached hereto and incorporated herein as **Exhibit B**. Risland will construct a temporary asphalt transition at the northern boundary of the subdivision to connect the new roadway to the existing pavement. All such work is more particularly described in the Plans and will be completed by December 2020. In addition, all costs associated with such work will be borne by Risland.

1.2. Realignment of County Line Road 290. Conditioned upon Risland timely fulfilling its obligations under this Agreement, the County hereby approves Risland's request to close County Line Road 290 east of the Phase 1 boundary to facilitate utility and roadway construction associated with Phase 1. As depicted in the Plans, Risland will realign County Line Road 290 to avoid conflict with an existing Energy Transfer gas main. Risland will dedicate the ultimate roadway alignment (6 lanes divided arterial with 140 foot right-of-way) as depicted on the Final Plat. Risland will construct the north half of the roadway as part of Phase 1. Risland

will construct a temporary asphalt transition at the easterly boundary of the subdivision to connect the new roadway improvements to the existing pavement section. As part of its Phase 1 work, Risland will realign the southern leg of County Line Road 290 to reconnect it with the new roadway improvements for the east-west segment of County Line Road 290 as shown on the Plans. All such work is more particularly described in the Plans and will be completed by December 2020. In addition, all costs associated with such work will be borne by Risland.

1.3. Additional Repairs to County Line Road 290. The County hereby approves Risland's request to realign a portion of County Line Road 290 to eliminate two (2) 90-degree bends in the roadway to improve roadway safety as depicted on the Mantua County Line Road plans to be approved by Collin County (the "Offsite Plans"), a copy of which is attached hereto and incorporated herein by reference as Exhibit C. As part of this work, Risland will realign approximately 750 feet of the existing asphalt roadway, and will mill, overlay, and restripe approximately 2,136 feet of the existing roadway surface, from Henry Hinds Expressway (SH 75) to the easterly boundary of Phase 1 as shown on the Plans. All such work is more particularly described in the Plans and will be completed by December 2020. In addition, all costs associated with such work will be borne by Risland.

1.4. Completion of Roadway Improvements. Risland agrees to and shall complete construction of the Improvements described in subsections 1.1 - 1.3 in accordance with the Plans and Offsite Plans and all applicable laws prior to the County's recording of the Final Plat.

2. COUNTY FINDINGS. The County, by and through its Commissioner's Court, hereby affirmatively finds that the County will receive a benefit as a result of the Project and that construction of the Improvements serves a public purpose. Risland acknowledges that Risland is a separate and independent private entity and that no partnership or joint venture is formed or agreed upon, and that at no time will Risland's employees, agents, or assignees be deemed for any purpose to be employees or agents of the County.

3. NOTICES. Any notice or other communication required or permitted under the terms of this Agreement shall be in writing and shall be deemed to have been duly given (a) upon actual delivery if personally delivered to the Party to be notified; or (b) when delivered if sent by a recognized courier (e.g. FedEx, UPS, or USPS), with confirmation of delivery, to the Party to be notified; in each case at the following address:

*If to the County:*

County of Collin  
c/o Public Works  
700 A. Wilmeth Road  
McKinney, Texas 75069  
Attn: Jon Kleinheksel  
Telephone: (972) 548-3700  
Email: jkleinheksel@co.collin.tx.us

*with a copy to:*

Collin County Administrator  
Bill Bilyeu  
2300 Bloomdale Road  
McKinney, Texas 75071  
Telephone: (972) 548-4698  
Email: bbilyeu@co.collin.tx.us

*If to Risland:*

Risland Mantua LLC

*with a copy to:*

Risland Homes LLC



5600 Tennyson Parkway, Suite 230  
Plano, Texas 75024  
Attn: Michael  
Hanschen,  
Senior Managing  
Director  
Telephone: (469) 661-3021

5600 Tennyson Parkway, Suite 225  
Plano, Texas 75024  
Attn: Legal Counsel  
Telephone: (469) 661-1886

Either Party may change the address for notification by giving written notice of such change to the other Party hereto at least five (5) days prior to the effective date of such change

#### **4. MISCELLANEOUS PROVISIONS.**

4.1. Further Assurances. Each Party shall do and perform or cause to be done and performed all further acts and shall execute and deliver all other agreements, certificates, instruments, and documents as the other Party may request in order to carry out the terms and accomplish the purposes of this Agreement and the transactions contemplated hereby.

4.2. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without giving effect to the principles of conflicts of law thereof or of any other jurisdiction. This Agreement is and shall be deemed to be executed in Collin County, Texas, and therefore any action or proceeding to construe or enforce the terms of this Agreement shall be held exclusively in Collin County, Texas.

4.3. Entire Agreement. This Agreement constitutes the complete and exclusive agreement of the Parties with respect to the matters covered herein and supersedes all prior written or oral statements between the Parties. No amendment or modification of any provision of this Agreement or consent to any departure by any Party therefrom shall be effective unless it is in writing and signed by the other Parties.

4.4. Ambiguities. This Agreement is the product of a negotiated agreement between the Parties, and therefore any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party on the basis that the other Party, or its legal counsel, has drafted it is not applicable and is hereby waived.

4.5. Attorney's Fees. If either Party brings an action or proceeding to construe or enforce the terms of this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover from the non-prevailing Party all costs and expenses, including reasonable attorney's fees, incurred in connection with such action or proceeding.

4.6. Indemnification by Risland. Risland shall indemnify and hold harmless the County for all actions, or failure to act, of Risland, its agents, representatives, contractors, employees, successors, and assigns, pursuant to this Agreement, including but not limited to the design, acquisition, and construction of the Improvements.

4.7. No Third-Party Rights. Nothing in this Agreement shall create any rights or obligations as to any party not a signatory to this Agreement.

4.8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

4.9. Counterparts. This Agreement may be executed in counterparts with the same effect as if all Parties had signed the same agreement, but all of which taken together shall constitute one and the same agreement. A facsimile or email transmission of a scanned, executed counterpart of this Agreement shall be sufficient to bind a Party to the same extent as an original.

[EXECUTION PAGES FOLLOW ON NEXT PAGE]



**EXECUTION PAGE**

IN WITNESS WHEREOF, the Parties have each executed this Agreement on the date set forth opposite their signature below.

**COUNTY:**

**COUNTY OF COLLIN, TEXAS**

Dated: November 11th, 2019

*(Sign Name)*

**CHRIS HILL**

*(Print Name)*

**COUNTY JUDGE**

*(Print Title, if applicable )*

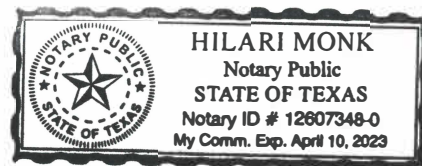
**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

Before me, Hilari Monk, on this day personally appeared Chris Hill, County Judge of Collin County, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed *[on behalf of such company]*.

Given under my hand and seal of office this 11<sup>th</sup> day of November, 2019.

  
\_\_\_\_\_  
Notary Public, State of Texas



**EXECUTION PAGE**

IN WITNESS WHEREOF, the Parties have each executed this Agreement on the date set forth opposite their signature below.

**RISLAND:**

**RISLAND MANTUA LLC**

Dated: November 11, 2019

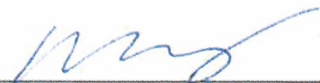
By:   
Name: Michael Hanschen, Senior Managing Director

**ACKNOWLEDGMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

Before me, Mimi Wang, on this day personally appeared Michael Hanschen, the Senior Managing Director of Risland Mantua LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of such company.

Given under my hand and seal of office this 11 day of November, 2019.

  
Notary Public, State of Texas

