

ROADWAY IMPROVEMENTS AGREEMENT

This Roadway Improvements Agreement (this "**Agreement**"), dated as of December ____, 2019 (the "**Effective Date**"), is made and entered into by and between WRIA 2018-5, L.P. ("Developer"), and Collin County, Texas, acting by and through its Commissioners Court (the "**County**"). The County and Developer are sometimes referred to herein each as a "**Party**" and collectively as the "**Parties**".

WHEREAS, WRIA 2018-5, L.P. is the developer of a proposed subdivision consisting of a 474 unit duplex complex known as The Lux of Prosper located on Lot 3, Block A, The Mansions Addition;

WHEREAS, in connection with the development of The Mansions of Prosper II, Developer 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 Developer'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. Reconstruction of approximately 2,700 ft. of County Road 124, and construction of two lanes of County Road 123 (Bloomdale). In consideration of the promises and agreements herein made by, the County hereby approves Developer's request to temporarily close County Road 124 and County Road 123 (Bloomdale) as shown on the Traffic Control Plan approved by Collin County Public Works, a copy of which is attached hereto and incorporated herein by reference as **Exhibit A** to allow for the reconstruction of the roadway section as depicted on the construction plans for County Road 123 (Bloomdale Rd) and County Road 124 as approved by the City of McKinney on October 15, 2019 (the "**Plans**"), a copy of which is attached hereto and incorporated herein by reference as **Exhibit B**. All such work is more particularly described in the Plans and will be completed by Developer. In addition, all costs associated with such work will be borne by Developer. It is anticipated that the improvements will be complete by November of 2020.

1.2. Completion of Roadway Improvements. Developer agrees to and shall complete construction of the Improvements described in subsection 1.1 in accordance with the 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. Developer acknowledges that Developer 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 Developer'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 Developer:

WRIA 2018-5, L.P.
2505 N. State Highway 360, Suite 800
Grand Prairie, Texas 75050
Attn: Matthew Hiles
Telephone: (972) 471-8700
Email: MattH@LiveW3.com

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 Developer. Developer shall indemnify and hold harmless the County for all actions, or failure to act, of Developer, 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.

DEVELOPER:

WRIA 2018-5, L.P.

Dated: 11/20, 2019


By: 
Name: Matthew Hiles
Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
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COUNTY OF TARRANT §

Before me, Nickelle Benson on this day personally appeared Matthew Hiles, the Executive Vice President of WRIA 2018-5, L.P. 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 20th day of November, 2019.


Notary Public, State of Texas

