

**Developer Participation Agreement for the Construction of  
Certain Water Line Improvements**

(Highland Lakes Phase 1 Subdivision)

This Developer Participation Agreement for the Construction of Certain Water Line and Related Infrastructure Improvements (the "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between **TMPG HIGHLAND LAKES, LLC**, a Delaware limited liability company ("Developer"), and the **CITY OF MCKINNEY, TEXAS** ("McKinney" or the "City"), sometimes referred to collectively as the "Parties," on the terms and conditions hereinafter set forth.

WHEREAS, Developer is constructing an approximately 429 lot residential subdivision on approximately 140.047 acres of land (the "Highland Lakes Phase 1 Subdivision") on property located generally on the north side of Bloomdale Road and on the west side of Ridge Road in the City of McKinney, Texas, as more fully described in Exhibit A attached hereto and incorporated by reference; and

WHEREAS, Developer is constructing certain items of public infrastructure including certain sanitary sewer line improvements, water line improvements, storm drainage improvements and roadway improvements (the "Developer's Public Improvements"); and

WHEREAS, Developer has entered into agreements with a General Contractor for the construction of the Developer's Public Improvements necessary for its development of the Highland Lakes Phase 1 Subdivision (the "Contract"), a copy of which is attached hereto as Exhibit B and incorporated herein by reference, which improvements when completed will be dedicated to the public; and

WHEREAS, City desires that certain water line improvements and related infrastructure improvements necessary to serve the Highland Lakes Phase 1 Subdivision, (the "McKinney Public Improvements") depicted in Exhibit C attached hereto and incorporated herein by reference, be constructed by Developer, and has requested that the scope of work under the Contract be modified to include the McKinney Public Improvements; and

WHEREAS, the construction of the Developer's Public Improvements together with the McKinney Public Improvements (collectively referred to as the "Public Improvements") by Developer will benefit McKinney and improve the ability to provide necessary services to the properties located adjacent thereto; and

WHEREAS, Texas Local Government Code, Section 212.071, et seq., authorizes McKinney to contract with Developer and participate in the cost of

construction for public improvements so long as the limit of participation does not exceed thirty percent (30%) of the total Contract price and the improvements are related to the development; and

WHEREAS, McKinney has determined that the cost of the McKinney Public Improvements when added to the cost of the Developer's Public Improvements (the sum of which is referred to herein as the "Total Contract Price") does not exceed thirty percent (30%) of the Total Contract Price.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, McKinney and Developer agree as follows:

1. Recitals Incorporated.

All of the foregoing recitals are hereby found to be true and correct and they are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

2. Representation of Developer.

Developer hereby represents, avers and warrants that it has been designated as, and is working in the capacity of, the developer of the Highland Lakes Phase 1 Subdivision.

3. Addendum to Contract to include McKinney Public Improvements.

This Agreement, when executed by Developer and McKinney, will constitute an addendum to the Contract so that the scope of work for the McKinney Public Improvements, depicted in Exhibit C, attached hereto and incorporated herein for all purposes, will be added to and incorporated in the scope of work set forth in the Contract, for which McKinney shall share responsibility for payment. Developer and McKinney agree that the McKinney Public Improvements shall be constructed in strict accordance with the design plans approved by the City Engineer and on file in the office of the City Engineer.

4. Public Improvements to be Constructed by Developer.

All Public Improvements shall be constructed in accordance with plans and specifications therefor which conform to the ordinances and regulations of, and are approved by, McKinney. The McKinney Public Improvements shall be completed and finally accepted by the City within twenty-four (24) months of beginning construction, subject to force majeure delays. During the construction process, Developer shall require its general contractor to comply with all ordinances and regulations governing the installation of the Public Improvements. This Agreement shall in no manner be construed as an exemption or waiver by McKinney in favor of Developer, or its contractors, subcontractors, and/or suppliers, of any of the

ordinances or regulations relating to the design, construction or warranty of any of the Public Improvements.

5. Participation by McKinney in Cost of Public Improvements.

The Total Contract Price for the Public Improvements to be constructed by Developer under the Contract, after the inclusion of the McKinney Public Improvements, is Nine Million Two Hundred Eighty-Nine Thousand Two Hundred Nine and 19/100 Dollars (\$9,289,209.19) (the "Total Contract Price"), which amount includes the costs incurred, or to be incurred, by Developer for testing, surveying and constructing the Public Improvements. McKinney agrees to participate in the cost of the McKinney Public Improvements depicted in the attached Exhibit C, which is incorporated herein for all purposes, up to and not to exceed a lump sum amount of **Twenty Thousand Seven Hundred Dollars and no/100 (\$20,700.00)** (the "McKinney Share"). **Notwithstanding the foregoing, in no event shall the McKinney Share exceed thirty percent (30%) of the Total Contract Price.** Developer shall submit to McKinney such documentation as McKinney shall reasonably request, from time to time, to evidence the lump sum amount of the McKinney Public Improvements and the Total Contract Price, including, but not limited to, its books and records relating to all expenditures related to the Public Improvements.

6. Payment by McKinney for the McKinney Public Improvements.

Within thirty (30) days of McKinney's acceptance of Developer's completion of the McKinney Public Improvements, McKinney shall reimburse Developer in an amount not to exceed the McKinney Share with funds previously escrowed for said improvements, as follows: **Twenty Thousand Seven Hundred Dollars (\$20,700)** previously escrowed as a part of the Bloomridge Phase 2 Facilities Agreement with CADG McKinney Bloomridge 40, LLC. Prior to the acceptance of the McKinney Public Improvements, McKinney shall have the right to verify that said improvements conform to the conditions set forth in this Agreement, and McKinney agrees to give written itemized notice of any objections thereto to Developer.

7. Default.

In the event any party fails to comply with the terms of this Agreement, the other party has the right to enforce the terms of this Agreement by specific performance or by any other remedy available to it at law or in equity; provided, however, in no event shall any party be liable for speculative, consequential or punitive damages.

8. Notice.

Any notice to be given or to be served upon a party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, recognized overnight carrier, such as Federal Express, or hand delivered with a

signed receipt reflecting such hand delivery, and shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, and if given otherwise than by certified or registered mail, it shall be deemed to have been given and delivered to and received by the party (or such party's agent or representative) to whom it is addressed, upon delivery to the address specified below. All notices shall be given to the parties hereto at the address set forth below. Any party hereto may, at any time by giving two (2) days written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

*If Notice to Developer:*

Phillip Thompson  
Vice President, Land Acquisition and Development  
TMPG Highland Lakes, LLC  
6735 Salt Cedar Way, Building 1, Suite 200  
Frisco, Texas 75034

*If Notice to McKinney:*

Paul G. Grimes  
City Manager  
City of McKinney  
222 N. Tennessee St.  
McKinney, Texas 75069

9. Venue.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and is specifically performable in Collin County, Texas. Exclusive venue shall be in state Developer court in Collin County, Texas.

10. Severability.

In case any one or more provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision hereof, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

11. No Waiver of Governmental Immunity.

Nothing contained in this Agreement shall be construed as a waiver by McKinney of its governmental immunity with regard to any matter other than City's obligations to Developer that are specifically enumerated in this Agreement.

12. Indemnity.

**DEVELOPER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE CONSTRUCTION OF THE MCKINNEY PUBLIC IMPROVEMENTS AND THAT ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF THE DEVELOPER, OR ANY OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH DEVELOPER IS LEGALLY RESPONSIBLE.**

**DEVELOPER SHALL ALSO REQUIRE ITS GENERAL CONTRACTOR TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE CONSTRUCTION OF THE MCKINNEY PUBLIC IMPROVEMENTS OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF THE GENERAL CONTRACTOR, ITS CONTRACTORS, SUBCONTRACTORS, OR ANY OFFICERS, AGENTS OR EMPLOYEES OF THE GENERAL CONTRACTOR, ITS CONTRACTORS, SUBCONTRACTORS AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH THE GENERAL CONTRACTOR IS LEGALLY RESPONSIBLE.**

**BY WAY OF EXAMPLE, THE INDEMNITY PROVIDED HEREIN MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. THE INDEMNITY PROVIDED HEREIN SHALL ALSO INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS AS WELL AS ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.**

The City shall have the right to approve counsel to be retained in fulfilling the obligation to defend and indemnify the City. Approved counsel shall be retained for the City within seven (7) business days after receiving written notice from the

City that it is invoking its right to indemnification under this Developer Participation Agreement. If approved counsel is not retained for the City within the required time, then the City shall have the right to retain counsel and be reimbursed for all its attorneys' fees and expenses by the party whose acts and/or omissions gave rise to said claim. The City retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so.

13. Authority.

Each of the parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

14. Performance and Payment Bonds.

Developer shall require its general contractor to execute a performance bond in the amount of one hundred percent (100%) of the Total Contract Price for the benefit of McKinney for the construction of the Highland Lakes Phase 1 Water Line improvements and related infrastructure improvements to ensure the completion of the project. Developer shall also require its general contractor to execute a payment bond in the amount of one hundred percent (100%) of the Total Contract Price for the benefit of payment bond beneficiaries who have a direct contractual relationship with the Developer's general contractor and/or the Developer's general contractor's contractors and subcontractors to provide labor or material for the construction of the Public Improvements including the sanitary sewer line and related infrastructure improvements. The bond must be executed by a corporate surety in accordance with Chapter 2253, Texas Government Code. Said bonds shall be presented to and approved by the City and the City Attorney before the Developer's general contractor begins work on the Public Improvements.

15. Maintenance Bond.

Developer shall require its general contractor to furnish McKinney a good and sufficient maintenance bond in the amount of fifteen percent (15%) of the contract price of the McKinney Public Improvements, or in such amount as approved by the City Engineer, with a reputable and solvent corporate surety, in favor of McKinney, to indemnify McKinney against any repairs arising from defective workmanship or materials used in any part of the construction of McKinney Public Improvements, for a period of two (2) years from the date of final acceptance of such improvements.

16. Insurance Requirements.

- (a) Before commencing work the Developer's contractor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to the City of McKinney. The Developer's contractor shall furnish to the City of McKinney

Purchasing Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

Highland Lakes Phase 1 Subdivision –  
Developer Participation Agreement  
City of McKinney  
Attn: Lisa Littrell  
PO Box 517  
McKinney, Texas 75070  
Or email to:  
llittrell@mckinneytexas.org

- (1) Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
  - (2) Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
  - (3) Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
  - (4) Umbrella or Excess Liability insurance with minimum limits of \$5 Million each occurrence and annual aggregate for bodily injury and property damage, that follows form and applies in excess of the above indicated primary coverage (1, 2 and 3). The total limits required may be satisfied by any combination of primary, excess or umbrella liability insurance provided all policies comply with all requirements. The Developer's contractor may maintain reasonable deductibles, subject to approval by the City.
- (b) With reference to the foregoing required insurance, the Developer's contractor shall endorse applicable insurance policies as follows:

- (1) A waiver of subrogation in favor of the City and its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
  - (2) The City and its respective officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy and all other required insurance policies, by using endorsement CG2026 or broader; and, the City of McKinney shall be provided a defense to any and all claims and causes of action arising out of or related to this Agreement as may be provided pursuant to Developer's Contractor's general liability insurance policies.
  - (3) All insurance policies shall be endorsed to the effect that the City of McKinney will receive at least thirty (30) days' notice in advance of the cancellation effective date of any policy of insurance that is cancelled by the insurance company for any reason other than nonpayment of premium.
  - (4) All insurance policies shall be endorsed to the effect that City of McKinney will receive at least ten (10) days' notice in advance of the cancellation effective date of any policy of insurance that is cancelled by the insurance company for nonpayment of premium or by Developer's Contractor for any reason.
- (c) All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by the A.M. BEST Company or equivalent.
  - (d) The Developer's Contractor shall notify City in writing at least thirty (30) days prior to Developer's Contractor cancelling or making any material change to any coverage(s) provided in, or through, the insurance policies required under this Section VIII. Failure by Developer's Contractor to provide City the notice required hereunder may, in the sole discretion of City, be deemed a material breach of this Agreement.

16. Conflicts of Interest.

- (a) Developer covenants and agrees that Developer and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by Developer pursuant to this Agreement will be conducted by employees, associates or subcontractors of Developer.
- (b) In addition, Developer shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to



the Texas Ethics Commission (“Commission”) at the time Developer submits this signed Agreement to Owner, and as follows:

**Form 1295 Filing Process:** The Commission has made available on its website a new filing application that must be used to file Form 1295. The Developer must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the Developer must sign the printed copy of the form and complete the “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The completed Form 1295 with the certification of filing must be filed with the Owner.

The Owner must notify the Commission, using the Commission’s filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Agreement binds all parties to the Agreement. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the Owner.

**Form 1295 Availability:** Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

17. Anti-Boycotting and Anti-Discrimination.

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott Israel and will not boycott Israel during the term of this contract.

In accordance with Senate Bill 13, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (a) does not boycott energy companies; and
- (b) will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott energy companies and will not boycott energy companies during the term of this contract.

In accordance with Senate Bill 19, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association;
- (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott energy companies and will not boycott any firearm entity or firearm trade association and will not boycott any firearm entity or firearm trade association during the term of this contract. Notwithstanding the foregoing, such provision does not apply to a governmental entity that:

- (a) contracts with a sole-source provider; or
- (b) does not receive any bids from a company that is able to provide the required written verification.

18. Miscellaneous.

- (a) This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties to this Agreement.

- (b) This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- (c) Time is of the essence in this Agreement.

EXECUTED as of the date first above written.

**CITY OF MCKINNEY, TEXAS**

By: \_\_\_\_\_  
PAUL G. GRIMES  
City Manager

Date Signed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
EMPRESS DRANE  
City Secretary  
JOSHUA STEVENSON  
Deputy City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK S. HOUSER  
City Attorney

**DEVELOPER:**  
**TMPG HIGHLAND LAKES, LLC**, a  
Delaware limited liability company,

By:   
PHILLIP THOMPSON  
Vice President, Land Acquisition  
and Development

Date Signed: 6/2/22

STATE OF TEXAS       §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared PAUL G. GRIMES, City Manager of the CITY OF MCKINNEY, a Texas Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

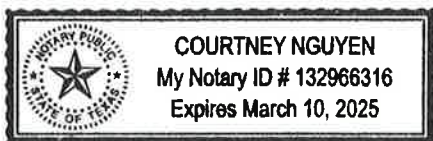
GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2022.

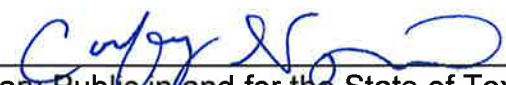
\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS       §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared PHILLIP THOMPSON, in his capacity as Vice President, Land Acquisition and Development of TMPG HIGHLAND LAKES, 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 PHILLIP THOMPSON, and that he executed the same on behalf of and as the act of TMPG HIGHLAND LAKES, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of June, 2022.



  
Notary Public in and for the State of Texas

## EXHIBIT A

### *Metes and Bounds of the Highland Lakes Phase 1 Development (Approximately 140.047 Acres)*

**BEGINNING** at a "P-K" nail found for the southeast corner of said 8.810 acre tract, said point being at the intersection of the centerline of County Road No. 163 (unrecorded right-of-way) and County Road No. 123 (unrecorded right-of-way);

**THENCE** along the south line of said 8.810 acre tract and the centerline of said County Road No. 123, North 89 degrees 59 minutes 48 seconds West, passing at a distance of 770.00 feet a "P-K" nail found for the southwest corner of said 8.810 acre tract and the most southerly southeast corner of said 447.693 acre tract, continuing the south line of said 447.693 acre tract for a total distance of 1,867.95 feet to a "P-K" nail set, being the southeast corner of a called 0.269 acre tract of land described in deed to Collin County as recorded in Volume 4039, Page 1458, Deed Records, Collin County, Texas;

**THENCE**, departing said centerline, along the common lines of said 0.269 acre tract and said 447.693 acre tract as follows:

North 00 degrees 24 minutes 30 seconds West, a distance of 45.12 feet to a 1/2" iron rod with cap stamped "RPLS 4613" found;

South 89 degrees 35 minute 30 seconds West, a distance of 94.03 feet to a 1/2" iron rod with cap stamped "RPLS 4613" found;

North 89 degrees 26 minutes 16 seconds West, a distance of 178.84 feet to a point for corner, being the southwest corner of said 447.693 acre tract, being in the east line of a called 194.053 acre tract of land described in deed to CLF Group, Ltd. as recorded in Volume 5577, Page 4963, Deed Records, Collin County, Texas, said point being the approximate centerline of Stover Creek;

**THENCE**, along the west line of said 447.693 acre tract, the east line of said 194.053 acre tract, and the approximate centerline of Stover Creek as follows:

North 26 degrees 54 minutes 23 seconds West, a distance of 107.77 feet to a point for corner;

North 39 degrees 40 minutes 43 seconds West, a distance of 283.12 feet to a point for corner;

North 68 degrees 07 minutes 20 seconds West, a distance of 328.86 feet to a point for corner;

North 15 degrees 54 minutes 51 seconds West, a distance of 262.80 feet to a point for corner, said point landing in NCRS Lake No. 2A;

**THENCE**, continuing along the west line of said 447.693 acre tract and the east line of said 194.053 acre tract, over, across and along the approximate centerline of said NCRS Lake No. 2A as follows:

North 16 degrees 45 minutes 15 seconds East, a distance of 52.61 feet to a point for corner;

North 03 degrees 04 minutes 37 seconds West, a distance of 87.00 feet to a point for corner;

North 55 degrees 34 minutes 37 seconds West, a distance of 362.00 feet to a point for corner;

North 72 degrees 52 minutes 37 seconds West, a distance of 192.00 feet to a point for corner;

North 08 degrees 36 minutes 37 seconds West, a distance of 275.00 feet to a point for corner;

North 14 degrees 08 minutes 23 seconds East, a distance of 177.00 feet to a point for corner;

North 24 degrees 51 minutes 37 seconds West, a distance of 525.00 feet to a point for corner;

North 52 degrees 54 minutes 23 seconds East, a distance of 157.00 feet to a point for corner;

North 01 degrees 20 minutes 37 seconds West, a distance of 478.00 feet to a point for corner;

North 04 degrees 40 minutes 23 seconds East, a distance of 456.00 feet to a point for corner;

**THENCE**, departing the centerline of said NCRS Lake, over and across said 447.693 acre tract as follows:

North 89 degrees 23 minutes 57 seconds East, a distance of 284.34 feet to a 1/2" iron rod with yellow cap stamped "JBI" set for corner;

South 59 degrees 10 minutes 44 seconds East, a distance of 466.42 feet to a 1/2" iron rod with yellow cap stamped "JBI" set for corner, the beginning of a non-tangent curve to the right;

Northeasterly along said curve to the right having a radius of 410.00 feet, a central angle of 66 degrees 27 minutes 21 seconds, an arc length of 475.55 feet, a tangent length of 268.58 feet, a chord bearing of North 65 degrees 46 minutes 19 seconds East, and a chord distance of 449.34 feet to a 1/2" iron rod with yellow cap stamped "JBI" set for corner;

South 81 degrees 00 minutes 00 seconds East, a distance of 292.20 feet to a 1/2" iron rod with yellow cap stamped "JBI" set for corner, the beginning of a curve to the left;

Easterly along said curve to the left, having a radius of 965.00 feet, a central angle of 09 degrees 00 minutes 00 seconds, an arc length of 151.58 feet, a tangent length of 75.95 feet, a chord bearing of South 85 degrees 30 minutes 00 seconds East, and a chord distance of 151.43 feet to a 1/2" iron rod with yellow cap stamped "JBI" set for corner;

East, a distance of 380.18 feet to a 1/2" iron rod with yellow cap stamped "JBI" set for corner, the beginning of a curve to the right;

Easterly along said curve to the right having a radius of 1,030.00 feet, a central angle of 35 degrees 50 minutes 03 seconds, an arc length of 644.19 feet, a tangent length

of 333.02 feet, a chord bearing of South 72 degrees 04 minutes 59 seconds East and a chord distance of 633.74 feet to a 1/2" iron rod with yellow cap stamped "JBI" set for corner, the beginning of a curve to the left;

Easterly along said curve to the left having a radius of 470.00 feet, a central angle of 45 degrees 18 minutes 03 seconds, an arc length of 371.61 feet, a tangent length of 196.13 feet, a chord bearing of South 76 degrees 48 minutes 59 seconds East and a chord distance of 362.00 feet to a 1/2" iron rod with yellow cap stamped "JBI" set;

North 63 degrees 20 minutes 48 seconds East, a distance of 67.69 feet to a 1/2" iron rod with yellow cap stamped "JBI" set;

North 80 degrees 31 minutes 59 seconds East, a distance of 120.41 feet to a 1/2" iron rod with yellow cap stamped "JBI" set;

North 19 degrees 46 minutes 35 seconds East, a distance of 28.65 feet to a 1/2" iron rod with yellow cap stamped "JBI" set;

North 80 degrees 31 minutes 59 seconds East, a distance of 135.00 feet to a 1/2" iron rod with yellow cap stamped "JBI" set;

South 09 degrees 28 minutes 01 seconds East, a distance of 491.74 feet to a 1/2" iron rod with cap stamped "JBI" set for the beginning of a curve to the right;

Southerly along said curve to the right having a radius of 862.00 feet, a central angle of 02 degrees 20 minutes 49 seconds, an arc length of 35.31 feet, a tangent length of 17.66 feet, a chord bearing of South 08 degrees 17 minutes 36 seconds East and a chord distance of 35.31 feet to one-half inch iron rod with cap stamped "JBI" set;

North 89 degrees 02 minutes 50 seconds East, a distance of 6.53 feet to an iron rod with cap stamped "RPLS 4857" found for the northwest corner of Bloomdale Farms, an addition to Collin County according to the plat thereof as recorded in Cabinet C, Page 486, Plat Records, Collin County, Texas, being an inside "ell" corner of said 477.693 acre tract and being in the approximate east line of the Thomas Stallcup Survey, Abstract No. 846, the approximate west line of the Joel Thomas Survey, Abstract No. 838 and being in the approximate centerline of County Road No. 163 (projected);

**THENCE** along said common Abstract line, the approximate centerline of said County Road No. 163, the west line of said Bloomdale Farms, and the southerly east line of said 477.693 acre tract, South 00 degrees 03 minutes 48 seconds East, a distance of 2,273.69 feet to the **POINT OF BEGINNING** and containing 8,798,205 square feet or 201.979 acres of land, **SAVE & EXCEPT THE FOLLOWING THREE TRACTS OF LAND:**

**SAVE & EXCEPT TRACT-1 (48.533 ACRES)**

**BEING** a tract of land located in the City of McKinney, Collin County, Texas, being part of the Thomas Stallcup Survey, Abstract No. 846, being part of that called 447.693 acre

tract of land described in deed to HRC-WCD Partners, L.P. as recorded in Volume 5867, Page 3876, Deed Records, Collin County, and being more particularly described as follows:

**COMMENCING** at a "P-K" nail found for the southeast corner of a called 8.810 acre tract of land described in deed to HRC WCD Partners, L.P. as recorded as Instrument No. 20190820001009840, Official Public Records, Collin County, Texas, said point being at the intersection of the centerline of County Road No. 163 (unrecorded right-of-way) and County Road No. 123 (unrecorded right-of-way);

**THENCE** along the south line of said 8.810 acre tract and the centerline of said County Road No. 123, North 89 degrees 59 minutes 48 seconds West, passing at a distance of 770.00 feet a "P-K" nail found for the southwest corner of said 8.810 acre tract and the most southerly southeast corner of said 447.693 acre tract, continuing the south line of said 447.693 acre tract for a total distance of 923.72 feet to a "P-K" nail set;

**THENCE**, departing said centerline, over and across said 447.693 acre tract as follows:  
North 00 degrees 00 minutes 12 seconds East, a distance of 70.13 feet to the beginning of a curve to the left;

Along said curve to the left having a central angle of 50 degrees 00 minutes 12 seconds, a radius of 475.00 feet, an arc length of 414.54 feet, a chord bearing of North 24 degrees 59 minutes 54 seconds West and a chord distance of 401.51 feet;

North 50 degrees 00 minutes 00 seconds West, a distance of 568.75 feet;

North 40 degrees 00 minutes 00 seconds East, a distance of 30.00 feet for the **POINT OF BEGINNING**;

**THENCE**, continuing over and across said 47.693 acre tract as follows:

North 50 degrees 00 minutes 00 seconds West, a distance of 481.72 feet to the beginning of a curve to the right;

Along said curve to the right having a central angle of 16 degrees 15 minutes 54 seconds, a radius of 320.00 feet, an arc length of 90.84 feet, a chord bearing of North 41 degrees 52 minutes 03 seconds West and a chord distance of 90.54 feet to the beginning of a non-tangent to the left;

Along said curve to the left having a central angle of an angle of 02 degrees 07 minutes 16 seconds, a radius of 730.00 feet, an arc length of 27.02 feet, a chord bearing of North 34 degrees 47 minutes 44 seconds West and a chord distance of 27.02 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 03 degrees 50 minutes 12 seconds East, a distance of 15.30 feet to the beginning of a non-tangent curve to the left;

Along said curve to the left having a central angle of an angle of 03 degrees 41 minutes 39 seconds, a radius of 400.00 feet, an arc length of 25.79 feet, a chord bearing



of North 41 degrees 21 minutes 31 seconds East and a chord distance of 25.79 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 50 degrees 29 minutes 19 seconds West, a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the right;

Along said curve to the right having a central angle of an angle of 02 degrees 31 minutes 15 seconds, a radius of 350.00 feet, an arc length of 15.40 feet, a chord bearing of South 40 degrees 46 minutes 19 seconds West and a chord distance of 15.40 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 89 degrees 04 minutes 10 seconds West, a distance of 13.36 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the left;

Along said curve to the left having a central angle of an angle of 17 degrees 16 minutes 33 seconds, a radius of 730.00 feet, an arc length of 220.11 feet, a chord bearing of North 50 degrees 01 minutes 13 seconds West and a chord distance of 219.28 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 12 degrees 49 minutes 59 seconds West, a distance of 13.84 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 33 degrees 23 minutes 04 seconds East, a distance of 19.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 56 degrees 36 minutes 56 seconds West, a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 33 degrees 23 minutes 04 seconds West, a distance of 23.20 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 74 degrees 48 minutes 51 seconds West, a distance of 15.00 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the right;

Along said curve to the right having a central angle of an angle of 63 degrees 55 minutes 16 seconds, a radius of 675.00 feet, an arc length of 753.05 feet, a chord bearing of North 31 degrees 57 minutes 38 seconds West and a chord distance of 714.60 feet to a one-half inch iron rod with cap stamped "JBI" set;

North, a distance of 4.81 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 45 degrees 00 minutes 00 seconds East, a distance of 14.14 feet to a one-half inch iron rod with cap stamped "JBI" set;

East, a distance of 18.50 feet to a one-half inch iron rod with cap stamped "JBI" set;

North, a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

West, a distance of 18.50 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 45 degrees 00 minutes 00 seconds West, a distance of 14.14 feet to a one-half inch iron rod with cap stamped "JBI" set;

North, a distance of 491.93 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the right;

Along said curve to the right having a central angle of an angle of 85 degrees 00 minutes 55 seconds, a radius of 350.00 feet, an arc length of 519.33 feet, a chord bearing of North 42 degrees 30 minutes 28 seconds East and a chord distance of 472.98 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 47 degrees 10 minutes 11 seconds East, a distance of 13.64 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 00 degrees 10 minutes 23 seconds East, a distance of 20.80 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 89 degrees 49 minutes 37 seconds East, a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 00 degrees 10 minutes 23 seconds West, a distance of 20.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 47 degrees 44 minutes 44 seconds East, a distance of 13.40 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the right;

Along said curve to the right having a central angle of an angle of 02 degrees 31 minutes 02 seconds, a radius of 350.00 feet, an arc length of 15.38 feet, a chord bearing of South 82 degrees 15 minutes 31 seconds East and a chord distance of 15.38 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 81 degrees 00 minutes 00 seconds East, a distance of 292.20 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the left;

Along said curve to the left having a central angle of an angle of 09 degrees 00 minutes 00 seconds, a radius of 1025.00 feet, an arc length of 161.01 feet, a chord bearing of South 85 degrees 30 minutes 00 seconds East and a chord distance of 160.84 feet to a one-half inch iron rod with cap stamped "JBI" set;

East, a distance of 26.16 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 45 degrees 00 minutes 00 seconds East, a distance of 14.14 feet to a one-half inch iron rod with cap stamped "JBI" set;

South, a distance of 18.50 feet to a one-half inch iron rod with cap stamped "JBI" set;

East, a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

North, a distance of 18.50 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 45 degrees 00 minutes 00 seconds East, a distance of 14.14 feet to a one-half inch iron rod with cap stamped "JBI" set;

East a distance of 121.10 feet to a one-half inch iron rod with cap stamped "JBI" set;

South, a distance of 136.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

West, a distance of 1.10 feet to a one-half inch iron rod with cap stamped "JBI" set;  
South, a distance of 283.50 feet to a one-half inch iron rod with cap stamped "JBI"

set;

South 15 degrees 33 minutes 29 seconds East, a distance of 177.58 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 08 degrees 49 minutes 03 seconds East, a distance of 127.33 feet to a one-half inch iron rod set;

South, a distance of 207.85 feet to a one-half inch iron rod set;

South 12 degrees 55 minutes 58 seconds East, a distance of 55.09 feet to a one-half inch iron rod set, the beginning of a curve to the right;

Along said curve to the right, having a radius of 790.00, a central angle of 00 degrees 20 minutes 19 seconds, an arc length of 4.67 feet; a chord bearing of North 81 degrees 35 minutes 10 seconds East, and a chord distance of 4.67 feet to a one-half inch iron rod set;

South 08 degrees 14 minutes 41 seconds East, a distance of 135.19 feet to a one-half inch iron rod set;

East, a distance of 242.36 feet to a one-half inch iron rod set;

South 80 degrees 15 minutes 02 seconds East, a distance of 237.53 feet to a one-half inch iron rod set;

South 63 degrees 44 minutes 35 seconds East, a distance of 124.42 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the right;

Along said curve to the right having a central angle of an angle of 09 degrees 57 minutes 46 seconds, a radius of 575.00 feet, an arc length of 99.98 feet, a chord bearing of South 35 degrees 01 minutes 07 seconds West and a chord distance of 99.86 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 40 degrees 00 minutes 00 seconds West, a distance of 58.88 feet to a one-half inch iron rod set;

South 83 degrees 59 minutes 25 seconds West, a distance of 14.39 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the left;

Along said curve to the left having a central angle of an angle of 03 degrees 25 minutes 10 seconds, a radius of 400.00 feet, an arc length of 23.87 feet, a chord bearing of North 54 degrees 26 minutes 44 seconds West and a chord distance of 23.87 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 33 degrees 50 minutes 41 seconds West, a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the right;

Along said curve to the right having a central angle of an angle of 03 degrees 01 minutes 43 seconds, a radius of 350.00 feet, an arc length of 18.50 feet, a chord bearing of South 54 degrees 38 minutes 28 seconds East and a chord distance of 18.50 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 06 degrees 09 minutes 15 seconds East, a distance of 13.85 feet to a one-half inch iron rod set;

South 40 degrees 00 minutes 00 seconds West, a distance of 337.66 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the left;

Along said curve to the left having a central angle of 19 degrees 55 minutes 33 seconds, a radius of 375.00 feet, an arc length of 130.41 feet, a chord bearing of South 30 degrees 02 minutes 14 seconds West and a chord distance of 129.76 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the right;

Along said curve to the right having a central angle of an angle of 13 degrees 32 minutes 02 seconds, a radius of 325.00 feet, an arc length of 76.77 feet, a chord bearing of South 26 degrees 50 minutes 28 seconds West and a chord distance of 76.59 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 82 degrees 14 minutes 41 seconds West, a distance of 13.45 feet to a one-half inch iron rod set;

North 50 degrees 00 minutes 00 seconds West, a distance of 20.00 feet to a one-half inch iron rod set;

South 40 degrees 00 minutes 00 seconds West, a distance of 50.00 feet to a one-half inch iron rod set;

South 50 degrees 00 minutes 00 seconds East, a distance of 20.19 feet to a one-half inch iron rod set;

South 02 degrees 27 minutes 43 seconds East, a distance of 13.50 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the right;

Along said curve to the right having a central angle of 07 degrees 41 minutes 39 seconds, a radius of 325.00 feet, an arc length of 43.64 feet, a chord bearing of South 49 degrees 48 minutes 16 seconds West and a chord distance of 43.61 feet to a one-half inch iron rod with cap stamped "JBI" set; the beginning of a curve to the left;

Along said curve to the left having a central angle of an angle of 13 degrees 39 minutes 06 seconds, a radius of 375.00 feet, an arc length of 89.35 feet, a chord bearing of South 46 degrees 49 minutes 33 seconds West and a chord distance of 89.14 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 40 degrees 00 minutes 00 seconds West, a distance of 90.56 feet to a one-half inch iron rod set;

**THENCE** South 85 degrees 00 minutes 00 seconds West a distance of 14.14 feet to the **POINT OF BEGINNING** and containing 2,114,951 square feet or 48.553 acres of land.

**SAVE & EXCEPT TRACT 2** (6.437 ACRES)

**BEING** a tract of land located in the City of McKinney, Collin County, Texas, being part of the Thomas Stallcup Survey, Abstract No. 846, being part of a called 8.810 acre tract of land described in deed to HRC WCD Partners, L.P. as recorded as Instrument No. 20190820001009840, Official Public Records, Collin County, Texas, and being more particularly described as follows:

**COMMENCING** at a "P-K" nail found for the southeast corner of said 8.810 acre tract, said point being at the intersection of the centerline of County Road No. 163 (unrecorded right-of-way) and County Road No. 123 (unrecorded right-of-way);

**THENCE** along the south line of said 8.810 acre tract and the centerline of said County Road No. 123, North 89 degrees 59 minutes 48 seconds West, a distance of 770.00 feet a "P-K" nail found for the southwest corner of said 8.810 acre tract and the most southerly southeast corner of said 447.693 acre tract;

**THENCE**, departing said centerline, along the common lines of said 8.810 acre tract and said 447.693 acre tract as follows:

North 00 degrees 03 minutes 35 seconds West, a distance of 76.00 feet to a one-half inch iron rod set for the **POINT OF BEGINNING** of the herein described tract;

North 00 degrees 03 minutes 35 seconds West, a distance of 244.00 feet to a one-half inch iron rod found;

South 89 degrees 59 minutes 48 seconds East, a distance of 450.00 feet to a one-half inch iron rod with cap stamped "RPLS 4857" found;

North 00 degrees 03 minutes 35 seconds West, distance of 419.49 feet to a one-half inch iron rod with cap stamped "JBI" set for the beginning of a non-tangent curve to the left;

**THENCE**, departing said common line, over and across said 8.810 acre tract and along said curve to the left, having central angle of 42 degrees 30 minutes 26 seconds, a radius of 50.00 feet, an arc length of 37.09 feet, a tangent of 19.45 feet, a chord bearing of North 74 degrees 21 minutes 55 seconds East and a chord distance of 36.25 feet to a one-half inch iron rod with cap stamped "JBI" set in the north line of said 8.810 acre tract;

**THENCE**, along the north line of said 8.810 acre tract, South 89 degrees 59 minutes 48 seconds East, a distance of 169.13 feet to a one-half inch iron rod with cap stamped "JBI" set for the beginning of a non-tangent curve to the left;

**THENCE**, departing said north line, over and across said 8.810 acre tract as follows:

Along said curve to the left having a central angle of 02 degrees 51 minutes 19 seconds, a radius of 1,062.00 feet, an arc length of 52.92 feet, a tangent of 26.47 feet, a chord bearing of South 08 degrees 34 minutes 20 seconds East and a chord distance of 52.92 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 10 degrees 00 minutes 00 seconds East, a distance of 185.58 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the right;

Along said curve to the right having a central angle of 09 degrees 56 minutes 25 seconds, a radius of 938.00 feet, an arc length of 162.74 feet, a tangent of 81.57 feet, a chord bearing of South 05 degrees 01 minutes 47 seconds East and a chord distance of 162.53 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 00 degrees 03 minutes 35 seconds East, a distance of 247.27 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 44 degrees 58 minutes 19 seconds West, a distance of 56.54 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 89 degrees 59 minutes 48 seconds West, a distance of 521.67 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 83 degrees 43 minutes 11 seconds West, a distance of 100.61 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 89 degrees 59 minutes 48 seconds West, a distance of 46.33 feet to the **POINT OF BEGINNING** and containing 280,386 square feet or 6.437 acres of land.

### **SAVE & EXCEPT TRACT 3 (6.942 ACRES)**

**BEING** a tract of land located in the City of McKinney, Collin County, Texas, being part of the Thomas Stallcup Survey, Abstract No. 846, being part of that called 447.693 acre tract of land described in deed to HRC WCD Partners, L.P. as recorded in Volume 5867, Page 3876, Deed Records, Collin County, and being more particularly described as follows:

**COMMENCING** at a "P-K" nail found at the intersection of the centerline of County Road No. 163 (unrecorded right-of-way) and County Road No. 123 (unrecorded right-of-way), being the southwest corner of Lot 16, Bloomdale Farms, an addition to Collin County, Texas recorded in Cabinet C, Slide 486, Map Records, Collin County, Texas;

**THENCE** North 00 degrees 03 minutes 48 seconds West, a distance of 2,167.69 feet along the approximate centerline of said County Road No. 123 and the west line of said Bloomdale Farms addition to point;

**THENCE** departing said centerline, over and across said 447.693 acre tract as follows:

South 89 degrees 56 minutes 20 seconds West, a distance of 124.00 feet to a one-half inch iron rod with cap stamped "JBI" set for the **POINT OF BEGINNING** of the herein described tract;

South 00 degrees 03 minutes 48 seconds East, a distance of 105.68 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 63 degrees 26 minutes 52 seconds West, a distance of 111.85 feet to a one-half inch iron rod with cap stamped "JBI" set;

West, a distance of 484.15 feet to a one-half inch iron rod with cap stamped "JBI" set;

North, a distance of 181.80 feet to a one-half inch iron rod with cap stamped "JBI" set for the beginning of a curve to the left;

Along said curve to the left having a central angle of 19 degrees 22 minutes 58 seconds, a radius of 400.00 feet, an arc length of 135.32 feet, a tangent of 68.31 feet, a chord bearing of North 09 degrees 41 minutes 29 seconds West and a chord distance of 134.67 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of curve to the right;

Along said curve turning to the right having a central angle of 40 degrees 56 minutes 34 seconds, a radius of 350.00 feet, an arc length of 250.11 feet, a tangent of 130.66 feet, a chord bearing of North 01 degrees 05 minutes 19 seconds East and a chord distance of 244.82 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 68 degrees 47 minutes 37 seconds East, a distance of 13.79 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the left;

Along said curve turning to the left having a central angle of 34 degrees 08 minutes 06 seconds, a radius of 530.00 feet, an arc length of 315.76 feet, a tangent of 162.72 feet, a chord bearing of South 82 degrees 23 minutes 58 seconds East, and a chord distance of 311.11 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 82 degrees 16 minutes 49 seconds East, a distance of 67.69 feet to a to a one-half inch iron rod with cap stamped "JBI" set;

North 80 degrees 31 minutes 59 seconds East, a distance of 70.41 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 54 degrees 28 minutes 01 seconds East, a distance of 106.07 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 09 degrees 28 minutes 01 seconds East, a distance of 291.74 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the right;

Along said curve to the right having a central 09 degrees 24 minutes 12 seconds, having a radius of 738.00 feet, an arc length of 121.12 feet, a tangent of 60.70 feet, a chord bearing of South 04 degrees 45 minutes 55 seconds East and a chord distance of 120.98 feet to the **POINT OF BEGINNING** and containing 302,388 square feet or 6.942 acres of land; **FOR A NET TOTAL OF 6,100,480 SQUARE FEET OR 140.047 ACRES OF LAND.**



# EXHIBIT B

## Contract with Developer



Project: Highland Lakes Phase 1 - Utilities  
 City: McKinney  
 Date: September 14, 2021  
 Time: 2:00 PM

Engineer: JBI Partners  
 Attn: Brittany Crenshaw  
 Owner: Taylor Morrison of Texas  
 Attn: Dusty Dalling

ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<b>Section A - Onsite Water</b>					
1	12" diameter PVC pipe including whip down, trench, embedment, backfill, compaction, complete in place	LF	8031	\$59.01	\$355,889.31
2	8" diameter PVC pipe including whip down, trench, embedment, backfill, compaction, complete in place	LF	10855	\$32.67	\$354,632.85
3	Bore with 12" steel encasement on 8" water pipe, as per City of McKinney standards and specifications, complete in place	LF	50	\$368.57	\$19,433.50
4	12" gate valve, complete in place	EA	25	\$2,983.45	\$74,586.25
5	8" gate valve, complete in place	EA	50	\$1,594.98	\$79,749.00
6	6" gate valve, complete in place	EA	30	\$1,109.20	\$33,276.00
7	Fire hydrant assembly, complete in place	EA	30	\$3,626.00	\$108,780.00
8	Fittings, complete in place	TN	10.58	\$7,659.52	\$81,037.72
9	2" DR-9 irrigation water service with meter box, complete in place	EA	1	\$2,063.25	\$2,063.25
10	1.5" DR-9 irrigation water service with meter box, complete in place	EA	5	\$1,626.16	\$8,140.80
11	2" DR-9 domestic water service with 1" bullhead connection with meter boxes for Amerity Center, complete in place	EA	1	\$1,925.24	\$1,925.24
12	2" DR-9 domestic water service with 1" bullhead connection with meter boxes, complete in place	EA	110	\$1,925.24	\$211,776.40
13	1" DR-9 domestic water service with meter box, complete in place	EA	32	\$957.67	\$30,645.44
14	12" watertight encasement on 8" water pipe, as per City of McKinney standards and specifications, complete in place	LF	150	\$113.25	\$16,987.50
15	3-4" Schedule 40 PVC irrigation sleeves, complete in place	LF	262	\$24.49	\$6,418.38
16	2-4" Schedule 40 PVC irrigation sleeves, complete in place	LF	160	\$18.03	\$2,884.80
17	Excavation safety and support system including excavation safety plans for trenches over five feet in depth, complete in place	LF	16886	\$0.33	\$5,572.38
18	All testing (Contractor to exclusively use Alpha Testing, Inc.) to include density and compaction as required by the governing authority, complete for	LF	16886	\$2.13	\$35,967.18
<b>SUBTOTAL:</b>				<b>\$1,429,784.00</b>	
<b>Section A1 - Offsite Water</b>					
1A.	18" diameter PVC pipe including whip down, trench, embedment, backfill, compaction, complete in place	LF	2027	\$99.55	\$201,787.85
2A.	Bore with 24" steel encasement for 18" water pipe, as per City of McKinney standards and specifications, complete in place	LF	265	\$504.53	\$133,700.45
3A.	18" Butterfly Valve (Detail 4061M)	EA	4	\$17,651.67	\$70,607.48
3B.	Type 1 Combination air vacuum valve, complete in place	EA	1	\$8,307.85	\$8,307.85
4	Fittings, complete in place	TN	1.49	\$11,486.90	\$17,115.48
6A.	24" watertight encasement on 18" water pipe, as per City of McKinney standards and specifications, complete in place	LF	40	\$234.73	\$9,389.20
7	Excavation safety and support system including excavation safety plans for trenches over five feet in depth, complete in place	LF	2027	\$0.37	\$748.99
8	All testing (Contractor to exclusively use Alpha Testing, Inc.) to include density and compaction as required by the governing authority, complete for	LF	2027	\$3.30	\$6,689.10
<b>SUBTOTAL:</b>				<b>\$448,347.40</b>	
<b>Section A2 - Ridge Road Water</b>					
1	12" diameter PVC pipe including whip down, trench, embedment, backfill, compaction, complete in place	LF	2858	\$59.01	\$168,650.58
2	8" diameter PVC pipe including whip down, trench, embedment, backfill, compaction, complete in place	LF	27	\$32.67	\$882.09
2A.	Bore with 18" steel encasement for 12" water pipe, as per City of McKinney standards and specifications, complete in place	LF	102	\$300.44	\$30,644.88
3	12" gate valve, complete in place	EA	9	\$3,001.02	\$27,009.18
4	8" gate valve, complete in place	EA	1	\$1,678.84	\$1,678.84
5	6" gate valve, complete in place	EA	3	\$1,117.94	\$3,353.82
6	Fire hydrant assembly, complete in place	EA	3	\$3,830.36	\$10,891.08
7	Fittings, complete in place	TN	3.13	\$7,659.52	\$23,974.30
8	1.5" DR-9 irrigation water service with meter box, complete in place	EA	5	\$1,626.16	\$8,140.80
9	Concrete encasement, complete in place	LF	160	\$49.05	\$7,848.00
10	2-4" Schedule 40 PVC irrigation sleeves, complete in place	LF	170	\$16.46	\$2,798.20
11	Excavation safety and support system including excavation safety plans for trenches over five feet in depth, complete in place	LF	2885	\$0.33	\$952.05
12	All testing (Contractor to exclusively use Alpha Testing, Inc.) to include density and compaction as required by the governing authority, complete for	LF	2885	\$2.29	\$6,606.85
<b>SUBTOTAL:</b>				<b>\$283,430.47</b>	

1880 Crown Road  
 Dallas, Texas 75234

P.O. Box 541297  
 Dallas, Texas 75354-1297

T: 214.357.0146  
 F: 214.350.0682



Section A3 - Bloomdale Road Water					
1	18" diameter PVC pipe including whip down, trench, embedment, backfill, compaction, complete in place	LF	900	\$97.32	\$87,588.00
2	12" diameter PVC pipe including whip down, trench, embedment, backfill, compaction, complete in place	LF	3118	\$59.01	\$183,993.18
2A	Bore with 18" steel encasement for 12" water pipe, as per City of McKinney standards and specifications, complete in place	LF	78	\$300.44	\$23,434.32
3	Combination air vacuum valve Type 1 on 18" pipe, complete in place	EA	1	\$8,307.87	\$8,307.87
4	Combination air vacuum valve Type 1 on 12" pipe, complete in place	EA	1	\$8,307.87	\$8,307.87
5	12" gate valve, complete in place	EA	12	\$3,089.70	\$36,836.40
6	8" gate valve, complete in place	EA	2	\$1,613.32	\$3,226.64
7	Fillings, complete in place	TN	3.32	\$7,659.52	\$25,429.61
8	Connect to existing 18" water main, complete in place	EA	1	\$2,033.25	\$2,033.25
9	Connect to existing 8" water main, complete in place	EA	2	\$986.22	\$1,932.44
10	8" blind flange, complete in place	EA	2	\$413.50	\$827.00
11	Excavation safety and support system including excavation safety plans for trenches over five feet in depth, complete in place	LF	4018	\$0.33	\$1,325.94
12	All testing (Contractor to exclusively use Alpha Testing, Inc.) to include density and compaction as required by the governing authority, complete for	LF	4018	\$2.35	\$8,442.30
<b>SUBTOTAL:</b>				<b>\$392,884.82</b>	

Section B - Onsite Sanitary Sewer					
1	15" diameter SDR-26 PVC pipe including trench, embedment, backfill, and compaction, complete in place	LF	400	\$98.73	\$39,492.00
2	12" diameter SDR-26 PVC pipe including trench, embedment, backfill, and compaction, complete in place	LF	1687	\$72.61	\$122,483.07
3	12" diameter SDR-35 PVC pipe including trench, embedment, backfill, and compaction, complete in place	LF	1539	\$53.39	\$82,167.21
4	8" diameter SDR-26 PVC pipe including trench, embedment, backfill, and compaction, complete in place	LF	2547	\$48.45	\$123,402.15
5	8" diameter SDR-35 PVC pipe including trench, embedment, backfill, and compaction, complete in place	LF	10520	\$36.43	\$383,243.60
6	6" diameter SDR-35 PVC pipe including trench, embedment, backfill, and compaction, complete in place	LF	40	\$31.97	\$1,278.80
7	Bore with 18" steel encasement for 12" sanitary sewer pipe, as per City of McKinney standards and specifications, complete in place	LF	273	\$321.65	\$87,810.45
8	Bore with 12" steel encasement for 8" sanitary sewer pipe, as per City of McKinney standards and specifications, complete in place	LF	394	\$288.61	\$113,791.14
9	6' diameter standard manhole (greater than 12' and less than or equal to 20' deep), complete in place	EA	2	\$12,914.16	\$25,828.32
10	5' diameter standard manhole (greater than 20' and less than or equal to 30' deep), complete in place	EA	1	\$17,114.08	\$17,114.08
11	5' diameter standard manhole (greater than 12' and less than or equal to 20' deep), complete in place	EA	3	\$11,830.94	\$35,492.82
12	5' diameter standard manhole (less than or equal to 12' deep), complete in place	EA	2	\$10,546.32	\$21,092.64
13	4' diameter standard manhole (greater than 20' and less than or equal to 30' deep), complete in place	EA	1	\$9,779.40	\$9,779.40
14	4' diameter standard manhole (greater than 12' and less than or equal to 20' deep), complete in place	EA	11	\$6,527.50	\$68,802.50
15	4' diameter standard manhole (less than or equal to 12' deep), complete in place	EA	45	\$4,910.85	\$220,888.25
16	4" SDR-35 sanitary sewer service as per City standards, complete in place	EA	250	\$1,012.06	\$253,015.00
17	Standard cleanout on 8" pipe, complete in place	EA	4	\$512.64	\$2,050.56
18	18" watertight steel encasement on 12" sanitary sewer pipe, as per City of McKinney standards and specifications, complete in place	LF	143	\$142.37	\$20,358.91
19	12" watertight steel encasement on 8" sanitary sewer pipe, as per City of McKinney standards and specifications, complete in place	LF	80	\$115.94	\$9,275.20
20	Cement stabilized sand encasement, centered under water main, as per plans and District standards and specifications, complete in place	LF	500	\$38.77	\$19,385.00
21	Excavation safety and support system including excavation safety plans for trenches over five feet in depth, complete in place	LF	16732	\$0.71	\$11,879.72
22	All testing (Contractor to exclusively use Alpha Testing, Inc.) to include density and compaction as required by the governing authority, complete for	LF	16732	\$2.84	\$47,518.88
23	Re-air test after franchise utilities, as required by the governing authority, complete for	LF	16732	\$0.81	\$13,552.92
<b>SUBTOTAL:</b>				<b>\$1,721,812.82</b>	

Section B1 - Offsite Sanitary Sewer					
1	27" HDPE Class 250, ASTM F894 sanitary sewer pipe including trench, embedment, backfill, and compaction, complete in place	LF	3468	\$244.61	\$848,307.48
2	15" HDPE Class 250, ASTM F894 sanitary sewer pipe including trench, embedment, backfill, and compaction, complete in place	LF	450	\$77.39	\$34,825.50
3	15" diameter SDR-26 PVC pipe including trench, embedment, backfill, and compaction, complete in place	LF	218	\$98.73	\$21,523.14
4	12" diameter SDR-26 PVC pipe including trench, embedment, backfill, and compaction, complete in place	LF	853	\$72.61	\$61,936.33
5	10" diameter SDR-26 PVC pipe including trench, embedment, backfill, and compaction, complete in place	LF	776	\$54.13	\$42,004.88

1880 Crown Road  
Dallas, Texas 75234

P.O. Box 541297  
Dallas, Texas 75354-1297

T: 214.357.0146  
F: 214.350.0862



6	8" diameter SDR-26 PVC pipe including trench, embedment, backfill, and compaction, complete in place	LF	10	\$48.45	\$484.50
7	Bore with 33" steel encasement for 27" sanitary pipe, as per City of McKinney standards and specifications, complete in place	LF	119	\$761.72	\$90,644.68
8	Bore with 21" steel encasement for 15" sanitary sewer pipe, as per City of McKinney standards and specifications, complete in place	LF	338	\$395.85	\$133,729.70
9	8" diameter SDR-26 PVC pipe including trench, embedment, backfill, and compaction, complete in place	LF	10	\$48.45	\$484.50
10	6' diameter Type S manhole (greater than 40' deep), complete in place	EA	2	\$40,866.00	\$81,732.00
11	6' diameter Type S manhole (greater than 30' and less than or equal to 40' deep), complete in place	EA	1	\$30,320.89	\$30,320.89
12	6' diameter Type S manhole (greater than 20' and less than or equal to 30' deep), complete in place	EA	4	\$27,862.96	\$111,451.84
14	5' diameter Type S manhole (greater than 12' and less than or equal to 20' deep), complete in place	EA	1	\$11,830.94	\$11,830.94
15	5' diameter standard manhole (greater than 12' and less than or equal to 20' deep), complete in place	EA	4	\$11,830.94	\$47,323.76
16	5' diameter Type S manhole (less than or equal to 12' deep), complete in place	EA	1	\$10,548.32	\$10,548.32
17	Connect to existing manhole, complete in place	EA	1	\$3,098.04	\$3,098.04
18	21" watertight steel encasement on 15" sanitary sewer pipe, as per City of McKinney standards and specifications, complete in place	LF	108	\$190.52	\$20,195.12
19	Clay trench dam, as per plans and City standards and specifications, complete in place	LF	14	\$214.35	\$3,000.90
20	Excavation safety and support system including excavation safety plans for trenches over five feet in depth, complete in place	LF	5775	\$1.76	\$10,164.00
21	All testing (Contractor to exclusively use Alpha Testing, Inc.) to include density and compaction as required by the governing authority, complete for	LF	5775	\$2.44	\$14,081.00
22	Re-air test after franchise utilities, as required by the governing authority, complete for	LF	5775	\$0.81	\$4,677.75
				<b>SUBTOTAL:</b>	<b>\$1,582,373.27</b>
<b>Section B2 - Ridge Road Sanitary Sewer</b>					
1	12" diameter SDR-26 PVC pipe including trench, embedment, backfill, and compaction, complete in place	LF	117	\$72.61	\$8,495.37
2	8" diameter SDR-35 PVC pipe including trench, embedment, backfill, and compaction, complete in place	LF	149	\$36.43	\$5,428.07
3	Cement stabilized sand encasement, centered under water main, as per plans and District standards and specifications, complete in place	LF	20	\$38.77	\$775.40
4	Excavation safety and support system including excavation safety plans for trenches over five feet in depth, complete in place	LF	266	\$1.76	\$468.16
5	All testing (Contractor to exclusively use Alpha Testing, Inc.) to include density and compaction as required by the governing authority, complete for	LF	266	\$2.44	\$649.04
6	Re-air test after franchise utilities, as required by the governing authority, complete for	LF	266	\$0.81	\$215.46
				<b>SUBTOTAL:</b>	<b>\$16,031.50</b>
<b>Section C - Onsite Drainage</b>					
1	9' x 7' RCB including trench, embedment, backfill, compaction, complete in place	LF	291	\$697.87	\$203,080.17
2	7' x 3' RCB including trench, embedment, backfill, compaction, complete in place	LF	44	\$462.99	\$20,358.36
3	6' x 3' RCB including trench, embedment, backfill, compaction, complete in place	LF	92	\$369.08	\$33,955.36
4	5' x 3' RCB including trench, embedment, backfill, compaction, complete in place	LF	172	\$284.81	\$49,004.52
5	48" diameter RCP, including trench, embedment, backfill, compaction, complete in place	LF	475	\$188.75	\$89,858.25
6	42" diameter RCP, including trench, embedment, backfill, compaction, complete in place	LF	826	\$157.06	\$129,437.56
7	36" diameter Class IV RCP including trench, embedment, backfill, compaction, complete in place	LF	92	\$134.27	\$12,352.84
8	36" diameter RCP including trench, embedment, backfill, compaction, complete in place	LF	783	\$117.80	\$92,315.70
9	33" diameter RCP including trench, embedment, backfill, compaction, complete in place	LF	1213	\$102.62	\$124,478.06
10	30" diameter RCP including trench, embedment, backfill, compaction, complete in place	LF	1403	\$86.12	\$120,826.36
11	27" diameter RCP including trench, embedment, backfill, compaction, complete in place	LF	1595	\$77.90	\$124,250.50
12	24" diameter RCP including trench, embedment, backfill, compaction, complete in place	LF	3336	\$68.01	\$226,217.36
13	21" diameter RCP including trench, embedment, backfill, compaction, complete in place	LF	658	\$57.88	\$38,150.84
14	18" diameter RCP including trench, embedment, backfill, compaction, complete in place	LF	1698	\$51.11	\$86,784.78
15	15" standard curb inlet, complete in place	EA	3	\$6,455.75	\$19,367.25
16	12" standard curb inlet, complete in place	EA	47	\$5,370.75	\$252,425.25
17	10" standard curb inlet, complete in place	EA	20	\$4,774.00	\$95,480.00
18	4' x 4' drop inlet, complete in place	EA	9	\$4,774.00	\$42,966.00
19	6' x 6' standard storm sewer manhole, complete in place	EA	1	\$6,238.75	\$6,238.75
20	5' x 5' standard storm sewer manhole with steel plate, as per plans and City standards and specifications, complete in place	EA	1	\$9,168.25	\$9,168.25
21	6' x 5' standard storm sewer manhole, complete in place	EA	4	\$5,967.50	\$23,870.00
22	4' x 4' standard storm sewer manhole, complete in place	EA	12	\$4,231.50	\$50,778.00
23	3' x 3' standard storm sewer manhole, complete in place	EA	2	\$3,889.00	\$7,378.00
24	TxDOT Type PW-0 headwall at 3-barrel 9' x 7' RCB, complete in place	EA	2	\$61,031.25	\$122,062.50
25	TxDOT Type PW-0 headwall at 4' x 3' RCB, complete in place	EA	1	\$9,439.50	\$9,439.50
26	TxDOT Type PW-0 headwall at 36" RCP, complete in place	EA	1	\$7,866.25	\$7,866.25
27	TxDOT Type SW-0 headwall at 48" RCP, complete in place	EA	1	\$6,510.00	\$6,510.00
28	Type C headwall at 42" RCP per City standards, complete in place	EA	1	\$3,038.00	\$3,038.00
29	Type C headwall at 27" RCP per City standards, complete in place	EA	1	\$2,170.00	\$2,170.00
30	Type C headwall at 24" RCP per City standards, complete in place	EA	3	\$1,844.50	\$5,533.50
31	Type C headwall at 21" RCP per City standards, complete in place	EA	1	\$1,736.00	\$1,736.00



32	TxDOT Type PRD-13 Type E Handrail without grip rail, complete in place	LF	235	\$206.15	\$48,445.25
33	Connect to existing 18"-24" RCP, complete in place	EA	2	\$725.90	\$1,451.80
34	12"-15" diameter rock rip rap as per plans and City standards, complete in place	SY	685	\$95.48	\$65,403.80
35	8"-12" diameter rock rip rap as per plans and City standards, complete in place	SY	319	\$84.83	\$26,986.97
36	Excavation safety and support system including excavation safety plans for trenches over five feet in depth, complete in place	LF	12778	\$0.36	\$4,600.08
37	All testing (Contractor to exclusively use Alpha Testing, Inc.) to include density and compaction as required by the governing authority, complete for	LF	12778	\$3.80	\$48,556.40

**SUBTOTAL: \$2,232,350.21**

**Section C2 - Ridge Road Drainage**

1	10' x 5' RCB including trench, embedment, backfill, compaction, complete in place	LF	775	\$650.78	\$504,354.50
2	8' x 5' RCB including trench, embedment, backfill, compaction, complete in place	LF	336	\$580.55	\$188,344.80
3	42" diameter RCP including trench, embedment, backfill, compaction, complete in place	LF	70	\$157.06	\$10,994.20
4	33" diameter RCP including trench, embedment, backfill, compaction, complete in place	LF	376	\$102.62	\$38,585.12
5	30" diameter RCP including trench, embedment, backfill, compaction, complete in place	LF	35	\$86.12	\$3,014.20
6	24" diameter RCP including trench, embedment, backfill, compaction, complete in place	LF	287	\$89.01	\$19,805.87
7	21" diameter RCP including trench, embedment, backfill, compaction, complete in place	LF	313	\$57.98	\$18,147.74
8	18" diameter RCP including trench, embedment, backfill, compaction, complete in place	LF	100	\$51.11	\$5,111.00
9	15" standard curb inlet, complete in place	EA	2	\$6,455.75	\$12,911.50
10	12" standard curb inlet, complete in place	EA	2	\$5,370.75	\$10,741.50
11	10" standard curb inlet, complete in place	EA	6	\$4,774.00	\$28,644.00
12	4' x 4' drop inlet, complete in place	EA	1	\$4,774.00	\$4,774.00
13	TxDOT Type PW-0 headwall at 2-barrel 10' x 5' RCB and 2-barrel 8' x 5' RCB, complete in place	EA	2	\$46,383.75	\$92,767.50
14	TxDOT Type PW-0 headwall at 2-barrel 10' x 5' RCB, complete in place	EA	1	\$23,870.00	\$23,870.00
15	TxDOT Type PW-0 headwall at 2-barrel 8' x 5' RCB, complete in place	EA	1	\$25,497.50	\$25,497.50
16	TxDOT Type PW-0 headwall at 33" RCP, complete in place	EA	1	\$37,758.00	\$37,758.00
17	TxDOT Type SETP-CD headwall at 24" RCP, complete in place	EA	2	\$1,898.75	\$3,797.50
18	TxDOT Type PRD-13 Type E Handrail without grip rail, complete in place	LF	188	\$206.15	\$38,756.20
19	12"-15" diameter rock rip rap as per plans and City standards, complete in place	SY	510	\$95.48	\$48,694.80
20	8"-12" diameter rock rip rap as per plans and City standards, complete in place	SY	175	\$84.83	\$14,810.25
21	Excavation safety and support system including excavation safety plans for trenches over five feet in depth, complete in place	LF	2292	\$0.36	\$825.12
22	All testing (Contractor to exclusively use Alpha Testing, Inc.) to include density and compaction as required by the governing authority, complete for	LF	2292	\$3.80	\$8,709.60

**SUBTOTAL: \$1,140,914.90**

**Section D - Miscellaneous**

1	Maintenance bond for 2 years at fifteen percent (15%) of the contract price of all public improvements, or in such amount as approved by the city engineer, as per City of McKinney requirements, complete	LS	1	\$31,500.00	\$31,500.00
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**TOTAL: \$9,289,209.19**

**ADD'L SCOPE / QTY**

5	8" gate valve, complete in place	EA	1	\$1,594.98	\$1,594.98
6	Concrete encasement, complete in place	LF	130	\$49.05	\$6,376.50
9	Connect to existing 12" water main, complete in place	EA	1	\$1,475.00	\$1,475.00
*	4'x3' RCB	LF	33	\$245.00	\$8,085.00
*	Clearing for Offsite Water / Sewer (If Required) (If by Lacy)	LS	1	TBD OR	BY OTHERS
*	Pavement Removal / Temp Patchback / Etc (If Required)	LS	1	TBD	TBD

**NOTE: THIS PROPOSAL IS BASED ON THE ATTACHED SPECIAL CONDITIONS, WHICH WILL BECOME A PART OF ANY CONTRACT RESULTING FROM IT.**

**NOTE: THIS PROPOSAL IS BASED ON MATERIALS BEING AVAILABLE IN SUFFICIENT QUANTITY AND BID DATE PRICES AT TIME WORK IS PERFORMED.**

**NOTE: AS OF THE DATE ABOVE, LACY CANNOT COMMIT TO A START DATE BEFORE EARLY JAN. 2022**

**NOTE: DUE TO CURRENT VOLATILITY OF PVC PRICING, FINAL PRICING CANNOT BE GUARANTEED UNTIL TIME OF MATERIAL SHIPMENT**

**L.H. Lacy Company, Ltd.**

Submitted By: L.H. Lacy Company, Ltd.

Signed: Mark Dominguez

Printed Mark Dominguez

Title: Estimator

Date: September 14, 2021

1880 Crown Road  
Dallas, Texas 75234

P.O. Box 541297  
Dallas, Texas 75354-1297

T: 214.357.0146  
F: 214.350.0882



## L.H. Lacy Special Conditions Highland Lakes Phase 1 – Utilities

1. This proposal INCLUDES the following items:
  - Scope per itemized proposal
  - Internal corrosion protection on specified MH's only
  - Substantial completion (pre-paving) in **180** Working Days
  - Substantial completion (post-paving) in **25** Working Days
  
2. This proposal EXCLUDES the following items:
  - Sales tax
  - Staking
  - Payment & performance bonds
  - Misc. City fees / permits
  - Tree protection / erosion control devices
  - Fence removal / relocation / replacement
  - Seeding, sodding or grassing (temporary or permanent)
  - Existing utility adjustments
  - Franchise sleeves / conduit
  - Landscaping or irrigation (including existing adjustments / removal / repair)
  - Removals, clearing, grubbing, demolition
  - Moisture conditioning
  - Earthwork
  - Excavation in rock for any areas not encompassed by geotech report
  - Grade to drain / channel / detention pond / swale excavation
  - Flumes, pilot channels
  - Haul off of spoils (will spread onsite)
  - Stone fascia / form-liner finish
  - Flowable fill
  - Pavement removal & replacement
  - Removal / relocation / replacement of electrical, gas, telephone, landscaping, irrigation etc. anywhere in conflict
  - Restoration of any areas disturbed by bore activities
  - Copper water services
  - Domestic / C110 fittings
  - **Any other item not specifically quoted**
  
3. This proposal is based on the following items:
  - **Constructing all work quoted in (1) one move-in**, as a continuous operation. No phasing of our work around other trades during our mobilization. If additional move-ins are required, they will be charged at a negotiated price for additional mobilizations.
  - Owner delivering all areas moisture-conditioned (where applicable) and to within +/- 0.15' of proposed grades prior to Lacy's mobilization
  - Any franchise conflicts to be corrected by others prior to Lacy's mobilization
  - Lacy being awarded all work quoted in this proposal
  - Plans prepared by JBI Partners Inc, dated July 2021.
  
4. Manholes, cleanouts, hydrants, water valves, etc set to grade (1) one time, prior to paving
  
5. This proposal is based on having an unrestricted supply of water throughout the entire duration of the project and at normal costs.
  
6. **Due to the volatility of construction material costs our prices are valid for 30 days only.**
  
7. **Prices based on a unit price contract.**

1880 Crown Road  
Dallas, Texas 75234

P.O. Box 541297  
Dallas, Texas 75354-1297

T: 214.357.0146  
F: 214.350.0662

# EXHIBIT C

## Depiction of McKinney Public Improvements

