

**AFTER RECORDING, RETURN TO:**

City Secretary  
City of McKinney  
P.O. Box 517  
222 N. Tennessee Street  
McKinney, Texas 75069

**DEVELOPMENT AGREEMENT  
FOR THE DEDICATION AND CONVEYANCE OF  
CERTAIN PARK LAND TOGETHER WITH  
THE DESIGN AND CONSTRUCTION OF CERTAIN PARK IMPROVEMENTS**

This Development Agreement for the dedication and conveyance of certain park land together with the design and construction of certain park improvements ("Agreement") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2018, by and between the **CITY OF MCKINNEY, TEXAS**, ("City") and **CR ALMA, LP**, a Texas limited partnership, **MID-ALMA, LP**, a Texas limited partnership, and **CR BALLFIELDS, LP**, a Texas limited partnership, on the terms and conditions hereinafter set forth.

**WHEREAS**, CR Alma, LP, Mid-Alma, LP and CR Ballfields, LP, are the owners (individually, an "Owner" and collectively, the "Owners") of the "Property" that is defined in Paragraph B, below; and

**WHEREAS**, Owners are attempting to redevelop the Property that is a part of the larger Craig Ranch master planned development from its current use into a multi-family and/or commercial development; and

**WHEREAS**, Owners and City desire to enter in to this Agreement that provides for the dedication and conveyance of two (2) linear park open spaces and a central park area together with the design and construction of a ten-foot (10') wide pedestrian or hike and bike trail within the "Parks," defined below, a water feature and related shade structures and seating as set out herein-below in the event the Property is redeveloped from its current use to any other use(s); and

**NOW, THEREFORE**, for and in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Owners agree as follows:

**A. INCORPORATION OF RECITALS**

The Recitals set forth above are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

B. PROPERTY

This Agreement is for land located in the City of McKinney, in an area located generally east of Alma Road and north of Henneman Way in the City of McKinney, Collin County, Texas, the subject portions of which land are identified as Tracts 4 and 5 and "Central Park" and "Linear Parks," and contain approximately 37.87 acres of land, more or less, and are generally depicted in Exhibit "1" attached hereto and fully incorporated herein by reference (the "Property").

C. DESIGN OF PARKS AND RELATED FACILITIES WITHIN THE PROPERTY

1. Owners have retained a registered landscape architect ("Consultant") that is reasonably acceptable to City to design two (2) linear open spaces ("Linear Parks") extending from Alma Road through a central park area ("Central Park") situated between the two Linear Parks to the easternmost boundary of Tracts 4 and 5 of the Property (collectively the "Parks") in the general locations and containing the approximate acreages reflected on Exhibit "1". Each of the Linear Parks shall be approximately sixty feet (60') wide at their narrowest point; and the Central Park shall be approximately one hundred forty-five feet (145') by (145') one hundred forty-five feet square extending approximately eighty-five feet (85') in a southerly direction from the south boundary of the eastern portion of the Linear Park and extending approximately eighty-five feet (85') in a northerly direction from the north boundary of the western portion of the Linear Park and as the Parks are generally depicted on Exhibit "A" attached hereto and fully incorporated herein by reference.
2. The Consultant retained by Owners has prepared a concept plan generally acceptable to the City attached hereto as Exhibit A (the "Concept Plan"), which includes a ten-foot wide hike and bike trail running through the Parks and between Alma Road and the easternmost boundary of Tracts 4 and 5 of the Property (the "Trail"), a Central Park water feature, and various benches and shade structures within and about the Parks together with all necessary appurtenances ("Facilities"). All such Facilities shall meet the City's minimum design criteria and such further requirements as are set forth in this Agreement.
3. Owners and City will collaborate on the ultimate design of the Parks and the connectivity provided by the Linear Parks and the Trail from Alma Road to the easternmost boundary of Tracts 4 and 5 of the Property with the intent that such improvements provide a desirable Trail from the Soccer Fields at Craig Ranch to Alma Road. In addition, and notwithstanding any other requirements to the contrary, Owners will not be required to construct fences or screening walls between the Parks and lots that are platted within Tracts 4 and 5 which are adjacent to the Parks save

and except to the extent necessary for the safety of persons using the Trail (i.e., between the Trail and a roadway) to accommodate direct access to the Trail and a cohesive development between Tracts 4 and 5 on the north and south sides of the Parks but excluding roads, driveways, parking and vehicular cross-access over, across and within the Parks.

4. To the extent Owners and City agree to modify the Concept Plan, such modifications shall be incorporated into the Concept Plan ("Amended Concept Plan") and this Agreement will be amended by and through a written amendment executed by the Owners and approved by the City Manager of the City to replace the Concept Plan attached hereto as Exhibit A with the Amended Concept Plan to be attached to this Agreement as Amended Exhibit A.

**D. CONSTRUCTION OF IMPROVEMENTS TO PARKS WITHIN THE PROPERTY**

1. Owners shall construct a minimum 10' wide Trail through and within the two Linear Parks and the Central Park to link Alma Road to the easternmost boundary of Tracts 4 and 5 and the western edge of the City's property.
2. Within each Linear Park and adjacent to the Trail, at locations approved by the City, the Owners will construct a covered shade structure having a minimum concrete footprint of 12' X 16' together with a minimum of two (2) six-foot (6') long bench seats under each such covered shade structure.
3. Owners will construct a Central Park providing an open active green space between the two (2) Linear Parks that is complimented by a water feature and additional amenities that are designed to support adjacent development. Within the Central Park and around the water feature, at locations approved by the City, the Owners will install a minimum of four (4) six-foot (6') long bench seats ("Benches") and two (2) covered shade structures having a minimum concrete footprint of 12' X 16', each with at least two of the Benches situated under each such covered shade structure.
4. The plans and specifications for such improvements and/or Facilities shall meet the City's minimum design criteria and such further requirements as are set forth in this Agreement as determined by the Director of the Parks and Recreation Department in his reasonable discretion.

**E. PLATTING AND CONVEYANCE OF LAND WITHIN THE PROPERTY FOR PARKS**

Owners shall plat and convey the land for the two Linear Parks and the Central Park to the City in fee simple ownership for the public use contemporaneously

with Owners' platting (or replatting) of any part or portion of the Property and prior to the issuance of any permit for the construction of any improvements on either Tract 4 or Tract 5 of the Property as depicted on Exhibit "1."

F. MAINTENANCE OF PARKS AND FACILITIES WITHIN THE PROPERTY

The Craig Ranch Community Association, or a sub-association thereof (collectively, "Association") shall amend its covenants, conditions and restrictions, and any other controlling documents, as may be necessary, to include the Parks and Facilities within the Association's maintenance obligations at or before the date on which the Parks and Facilities are conveyed to and accepted by the City. Thereafter, the Association shall be responsible for the maintenance of the Parks and the maintenance, repair and/or replacement of the Facilities.

G. RESTRICTIONS ON THE ISSUANCE OF CERTIFICATES OF OCCUPANCY WITHIN THE PROPERTY

1. It is specifically understood and agreed that the City shall have NO obligation to issue a certificate of occupancy for a non-residential primary structure that is constructed on a lot or parcel of land within either Tract 4 or Tract 5 which lot or parcel of land is adjacent to (a) any portion of the Parks or (b) any other lot or parcel of land that is adjacent to the Parks and which lot or parcel of land is too small to build a structure in accordance with the City's regulations until such time as the City has final accepted the Parks and Facilities as meeting all of the City's regulations therefor and the requirements of this Agreement.
2. It is also specifically understood and agreed that the City shall have NO obligation to issue a certificate of occupancy for more than a cumulative total of 600 dwelling units within Tracts 4 and 5 of the Property until such time as the City has final accepted the Parks and Facilities as meeting all of the City's regulations therefor and the requirements of this Agreement.

H. DESIGN AND CONSTRUCTION OF OFFSITE TRAIL AND BRIDGE

1. City will design and construct a ten-foot (10') wide Trail that ties into and connects with the ten-foot (10') wide Trail constructed by Owners from Alma Road upon and across Tracts 4 and 5 of the Property to the easternmost boundary of such Tracts 4 and 5 and further extend such Trail upon and across land owned by the City to the Soccer Fields at Craig Ranch including the design and construction of a bridge that will allow the Trail to cross Watters Branch ("Bridge").
2. The design of the Bridge shall be solely determined by the City.

3. The Bridge should be constructed prior to the issuance of a certificate of occupancy for any adjacent land. However, the timely construction of the Bridge shall not be a condition to or delay the issuance of any such certificates of occupancy.

I. DESIGN AND CONSTRUCTION OF SIGNALIZED CROSSING AT ALMA ROAD

1. City will design and construct a signalized pedestrian crossing from the west side of Alma Road to its eastern side at or about the westernmost terminus of the Trail constructed by the Owners in or about the general location shown on Exhibit "1."
2. The design of the signalized pedestrian crossing shall be solely determined by the City.
3. The signalized pedestrian crossing should be constructed prior to the issuance of a certificate of occupancy for any adjacent land. However, the timely construction of the signalized pedestrian crossing shall not be a condition to the issuance of any such certificates of occupancy.

J. FUNDING FOR MAINTENANCE OF PARKS

City will strive to annually budget funds in an amount equal to \$2,500 per acre or portion of an acre attributable to the Parks (approximately 2.09 acres, more or less) ("Parks Maintenance Fee") and pay such Parks Maintenance Fee to the Association for the maintenance of the Parks and Facilities pursuant to Paragraph F, above.

K. GENERAL PROVISIONS

1. Amendment

No amendment of this Agreement will be effective unless it is in writing and signed by the duly authorized representatives of the Parties hereto, which amendment will incorporate this Agreement in every particular not otherwise changed by the amendment.

2. No Amendment of Other Agreements

Unless otherwise expressly stipulated herein, this Agreement is separate from and will not constitute an amendment or modification of any other agreement between the Parties including, but not limited to, that Third Amendment to Chapter 380 Economic Development Agreement Program and Agreement for Craig Ranch ("VCIM II") having an effective date of August 21, 2012.

3. Applicable Law; Venue

This Agreement shall be construed under and according to the laws of the State of Texas. Personal jurisdiction and venue for any suit arising hereunder shall be in Collin County, Texas.

4. Severability

The provisions of this Agreement are severable, and if any court shall ever hold any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application of it to any person or circumstance of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances will not be affected by that and this Agreement will be construed as if it had never contained such invalid or unconstitutional portion therein.

5. Attorney's Fees

Should either Party be required to resort to litigation to enforce the terms of this Agreement, the prevailing Party, plaintiff or defendant, shall be entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other Party. If the court awards relief to both Parties, each will bear its own costs in their entirety except as otherwise specified by the court.

6. Governmental Authority

Nothing in this Agreement shall be construed to limit, restrict, modify, or abrogate the City's governmental authority or ordinances respecting the facilities and utility improvements contemplated by the terms of this Agreement except as specifically waived or modified herein or by specific action of the City Council, nor the City's duty to provide for the public health, safety, and welfare in the construction or maintenance of the same.

7. Assignability

This Agreement shall not be assignable by Owners without the prior written consent of the City.

In witness whereof, this Development Agreement for the dedication and conveyance of certain park land together with the design and construction of certain park improvements has been executed to be effective as of the date first written above.

*[Signatures appear on the following pages]*

**CITY OF MCKINNEY**

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **PAUL G. GRIMES**, City Manager of the **CITY OF MCKINNEY, TEXAS**, 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 THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2018.

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

**CR ALMA, LP**, a Texas limited partnership

By: McKinney CR GP, LC,  
Its General Partner

By: Robert J. Holcomb  
Robert J. Holcomb, Manager

By: \_\_\_\_\_  
David H. Craig, Manager

STATE OF MISSOURI §  
COUNTY OF Jackson §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **ROBERT J. HOLCOMB**, in his capacity as Manager of McKinney CR GP, LC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that McKinney CR GP, LC, is the General Partner of **CR ALMA, LP**, a Texas limited partnership, and that he executed the same on behalf of and as the act of the Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 6th  
DAY OF August, 2018.

Betty J. Briggs  
Notary Public, State of Missouri

BETTY J. BRIGGS  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires April 5, 2019  
Commission # 15634531

STATE OF TEXAS §  
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **DAVID H. CRAIG**, in his capacity as Manager of McKinney CR GP, LC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that McKinney CR GP, LC, is the General Partner of **CR ALMA, LP**, a Texas limited partnership, and that he executed the same on behalf of and as the act of the Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2018.

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



**CR ALMA, LP**, a Texas limited partnership

By: McKinney CR GP, LC,  
Its General Partner

By: \_\_\_\_\_  
Robert J. Holcomb, Manager

By: David H. Craig  
David H. Craig, Manager

STATE OF MISSOURI §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **ROBERT J. HOLCOMB**, in his capacity as Manager of McKinney CR GP, LC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that McKinney CR GP, LC, is the General Partner of **CR ALMA, LP**, a Texas limited partnership, and that he executed the same on behalf of and as the act of the Limited Partnership.

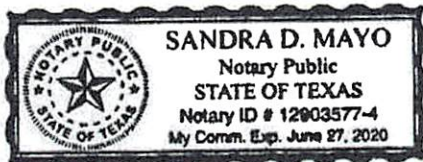
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public, State of Missouri

STATE OF TEXAS §  
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **DAVID H. CRAIG**, in his capacity as Manager of McKinney CR GP, LC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that McKinney CR GP, LC, is the General Partner of **CR ALMA, LP**, a Texas limited partnership, and that he executed the same on behalf of and as the act of the Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 6th  
DAY OF AUGUST, 2018.



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

**MID-ALMA, LP**, a Texas limited partnership

By: McKinney CR GP, LC,  
Its General Partner

By: Robert J. Holcomb  
Robert J. Holcomb, Manager

By: \_\_\_\_\_  
David H. Craig, Manager

STATE OF MISSOURI §  
COUNTY OF Jackson §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **ROBERT J. HOLCOMB**, in his capacity as Manager of McKinney CR GP, LC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that McKinney CR GP, LC, is the General Partner of **MID-ALMA, LP**, a Texas limited partnership, and that he executed the same on behalf of and as the act of the Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 6th  
DAY OF August, 2018.

Betty J. Briggs  
BETTY J. BRIGGS  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Notary Public, State of Missouri, Jackson County  
My Commission Expires April 5, 2019  
Commission # 15634531

STATE OF TEXAS §  
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **DAVID H. CRAIG**, in his capacity as Manager of McKinney CR GP, LC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that McKinney CR GP, LC, is the General Partner of **MID-ALMA, LP**, a Texas limited partnership, and that he executed the same on behalf of and as the act of the Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2018.

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

**MID-ALMA, LP**, a Texas limited partnership

By: McKinney CR GP, LC,  
Its General Partner

By: \_\_\_\_\_  
Robert J. Holcomb, Manager

By: David H. Craig  
David H. Craig, Manager

STATE OF MISSOURI §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **ROBERT J. HOLCOMB**, in his capacity as Manager of McKinney CR GP, LC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that McKinney CR GP, LC, is the General Partner of **MID-ALMA, LP**, a Texas limited partnership, and that he executed the same on behalf of and as the act of the Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2018.

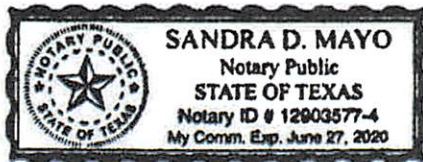
\_\_\_\_\_  
Notary Public, State of Missouri

STATE OF TEXAS §  
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **DAVID H. CRAIG**, in his capacity as Manager of McKinney CR GP, LC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that McKinney CR GP, LC, is the General Partner of **MID-ALMA, LP**, a Texas limited partnership, and that he executed the same on behalf of and as the act of the Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 6<sup>th</sup>  
DAY OF AUGUST, 2018.

Sandra D. Mayo  
\_\_\_\_\_  
Notary Public, State of Texas



**CR BALLFIELDS, LP**, a Texas limited partnership

By: McKinney CR GP, LC,  
Its General Partner

By: Robert J. Holcomb  
Robert J. Holcomb, Manager

By: \_\_\_\_\_  
David H. Craig, Manager

STATE OF MISSOURI §  
COUNTY OF Jackson §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **ROBERT J. HOLCOMB**, in his capacity as Manager of McKinney CR GP, LC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that McKinney CR GP, LC, is the General Partner of **CR BALLFIELDS, LP**, a Texas limited partnership, and that he executed the same on behalf of and as the act of the Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 6th  
DAY OF August, 2018.

Betty J. Briggs  
Notary Public, State of Missouri  
BETTY J. BRIGGS  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires April 5, 2019  
Commission # 15634531

STATE OF TEXAS §  
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **DAVID H. CRAIG**, in his capacity as Manager of McKinney CR GP, LC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that McKinney CR GP, LC, is the General Partner of **CR BALLFIELDS, LP**, a Texas limited partnership, and that he executed the same on behalf of and as the act of the Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2018.

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

**PREPARED IN THE OFFICES OF:**  
**BROWN & HOFMEISTER, L.L.P.**  
740 East Campbell Road, Suite 800  
Richardson, Texas 75081  
214/747-6100  
214/747-6111 Fax

**CR BALLFIELDS, LP**, a Texas limited partnership

By: McKinney CR GP, LC,  
Its General Partner

By: \_\_\_\_\_  
Robert J. Holcomb, Manager

By: \_\_\_\_\_  
David H. Craig, Manager

STATE OF MISSOURI §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **ROBERT J. HOLCOMB**, in his capacity as Manager of McKinney CR GP, LC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that McKinney CR GP, LC, is the General Partner of **CR BALLFIELDS, LP**, a Texas limited partnership, and that he executed the same on behalf of and as the act of the Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public, State of Missouri

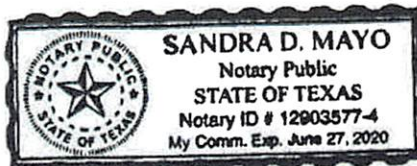
STATE OF TEXAS §  
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **DAVID H. CRAIG**, in his capacity as Manager of McKinney CR GP, LC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that McKinney CR GP, LC, is the General Partner of **CR BALLFIELDS, LP**, a Texas limited partnership, and that he executed the same on behalf of and as the act of the Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 6th  
DAY OF AUGUST, 2018.

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

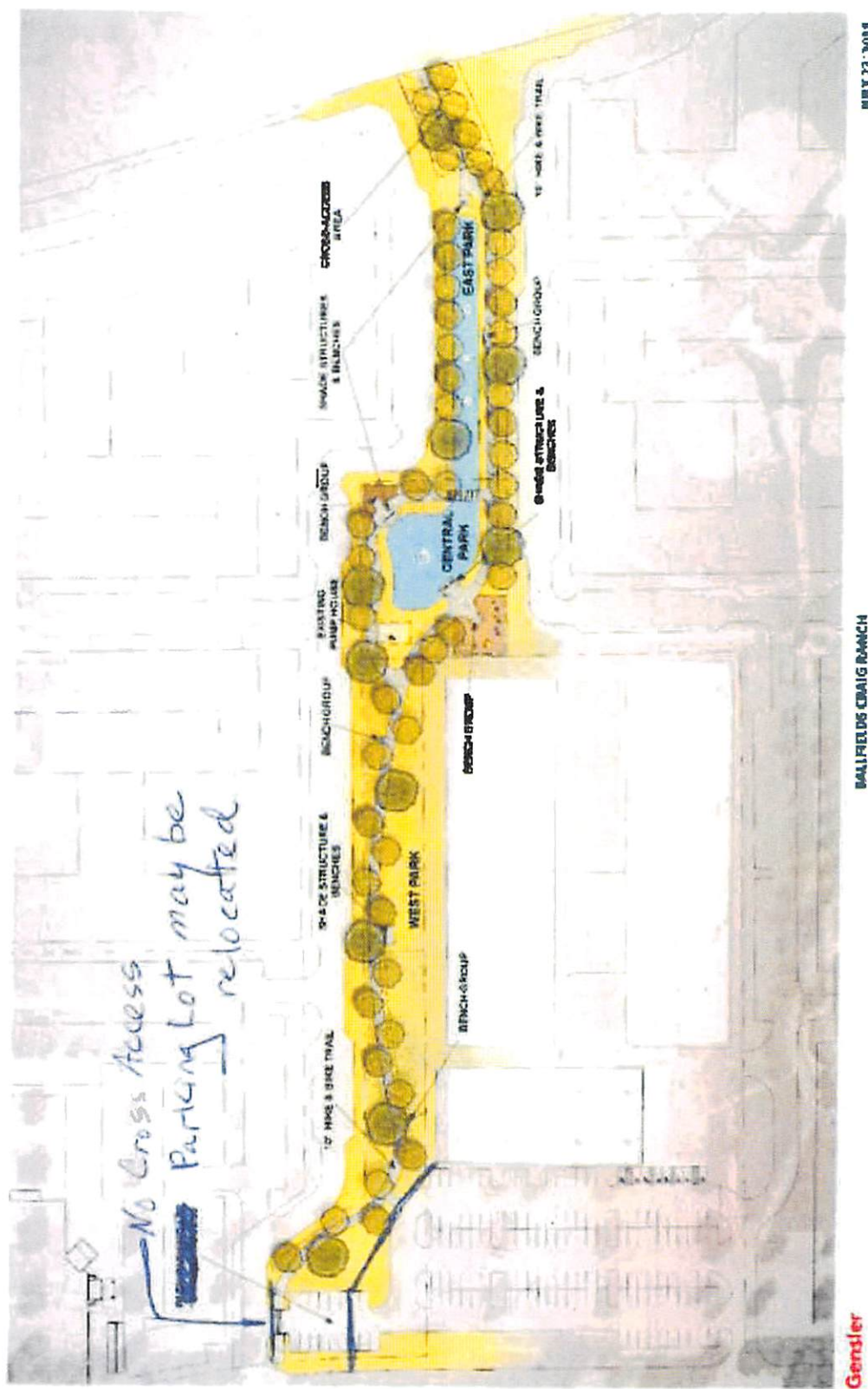
**PREPARED IN THE OFFICES OF:**  
**BROWN & HOFMEISTER, L.L.P.**  
740 East Campbell Road, Suite 800  
Richardson, Texas 75081  
214/747-6100  
214/747-6111 Fax



**EXHIBIT "1"**  
**REGULATING PLAN**



EXHIBIT "A"



JULY 23, 2018

BALLFIELDS CRAIG RANCH