

**WASTEWATER IMPACT FEE CREDIT AGREEMENT**  
(*TMPG HIGHLAND LAKES, LLC*)

**Construction of Oversized Sanitary Sewer Line**  
(Highland Lakes Addition, Phases 1 and 2)

STATE OF TEXAS                                   §  
  §    KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF COLLIN                           §

The **CITY OF MCKINNEY** ("City"), a home rule municipal corporation situated in Collin County, Texas, and **TMPG HIGHLAND LAKES, LLC** ("Developer"), make and enter into this Wastewater Impact Fee Credit Agreement ("Agreement"), dated as of the date of execution and effective as of the Effective Date (defined herein).

**RECITALS**

WHEREAS, Developer is developing a residential subdivision to be known as **Highland Lakes, Phases 1 and 2**, which property is located on the northwest corner of Bloomdale Road and Ridge Road and is more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the City's Water and/or Wastewater Improvement Plans (hereinafter referred to individually and collectively as the "Master Plan") require the construction of a twenty-seven inch (27") diameter sanitary sewer line together with all manholes, fittings, connections and appurtenances thereto (the "Oversized Line") extending in a generally northwesterly direction a distance of approximately three thousand four hundred sixty-eight linear feet (3,468') within the subdivision to be known as **Highland Lakes, Phases 1 and 2**, as reflected in the Utility Project Map attached hereto and incorporated herein by reference as Exhibit C and the components of which Oversized Line are generally described in Exhibit D, to serve future development within the Property; and

WHEREAS, projected demand of the Property only requires the construction of a twelve-inch (12") diameter sanitary sewer line together with all manholes, fittings, connections and appurtenances thereto ("12" Line") upon and across the Property, and Developer has constructed or agreed to construct the Oversized Line upon and across the Property as described and depicted in Exhibit C and Exhibit D, which Exhibits are attached hereto and incorporated herein by reference for all purposes allowed by law, in exchange for reimbursement by the City as described herein below; and

WHEREAS, City has agreed that Developer shall construct the Oversized Line, required by the City's Master Plan, to serve the Property (the "Highland Lakes Sanitary Sewer Line Project" or "Project"); and

WHEREAS, Developer has dedicated, or will dedicate, to the City the necessary right-of-way for the Highland Lakes Sanitary Sewer Line Project; and

WHEREAS, City has previously identified the Oversized Line for which Developer has agreed to construct to be on the City's Master Plan and "Impact Fee Capital Improvement Plan or Capital Improvements Plans for Utility Impact Fees" ("Utility Improvements Plan"), adopted by resolution by the City Council; and

WHEREAS, the cost of constructing the Oversized Line is eligible for construction costs reimbursement from wastewater impact fee credits, calculated in accordance with the Ordinance, and which credits shall attach to the Property; and

WHEREAS, the Developer has requested and the City has agreed to permit any unused utility impact fees to be assigned and transferred to the lots located within the Future Development Property, as hereinafter defined.

**NOW THEREFORE**, in consideration of these premises, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which both Parties acknowledge, the City and Developer agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

#### **A. Definitions.**

1. *City* means the City of McKinney, a Texas home-rule city and municipal corporation situated in Collin County, and includes its representatives, agents, assigns, inspectors, contractors, employees and consultants.
2. *Developer* means TMPG Highland Lakes, LLC, its representatives, agents, contractors, employees, and consultants.
3. *Effective Date* means the date on which this Agreement is signed by the last Party to sign it.
4. *Future Development Property* means the Highland Lakes Phase 3 subdivision, a description of which property is attached hereto as Exhibit B.
5. *Highland Lakes Sanitary Sewer Line Project, or Project*, means the construction of the Oversized Line within the development to be known as

**Highland Lakes, Phases 1 and 2**, extending in a general northwesterly direction a distance of approximately three thousand four hundred sixty-eight linear feet (3,468'), as generally depicted on Exhibit C attached hereto.

6. *Impact Fee Credits* means Wastewater Impact Fee Credits.
7. *Notice* means any formal notice or communication required or permitted to be given by one Party to another by this Agreement.
8. *Ordinance* means the "McKinney Utility Impact Fees Article" as set forth in Section 130-19, *et seq.*, of the Code of Ordinances, City of McKinney, Texas, and as it may further be amended, including any schedules or exhibits attached thereto.
9. *Oversized Line* means the wastewater (sanitary sewer) line that is larger than the City's minimum standard diameter wastewater mains, and which is also larger than the wastewater main required to serve the subdivision in question, as determined by the City.
10. *Parties* means the City and Developer.
11. *Property* has the meaning given to such term in the first Recital above.
12. *Service Unit* means the applicable standard unit of measure that serves as the standardized measure of consumption, use or generation attributable to the new unit of development. The service unit for water and wastewater is a ¾-inch water meter which is the typical water meter used for a single-family detached living unit and is commonly referred to as the single family living unit equivalent (SFLUE). The number of service units used for water and wastewater by a particular land use is determined by the water meter size and water meter type employed by such land use.
13. *Utility Improvements* means storm water permitting, erosion control, easement preparation, excavation, trench safety, construction of wastewater lines, backfill, compaction, re-establishment of ground cover, and any other improvements necessary for a complete wastewater system, and all engineering, surveying, inspection and permit fees for the construction of an Oversized Line, together with all related appurtenances thereto in accordance with all City, state and federal standards.

**B. Interpretation of Terms and Incorporation of Exhibits.**

Except where the context otherwise clearly requires, in this Agreement:

1. words imparting the singular will include the plural and vice versa;

2. all exhibits attached to this Agreement are incorporated by reference for all pertinent purposes as though fully copied and set forth at length; and
3. references to any document means that document as amended or as supplemented from time to time; and references to any party means that party, its successors, and assigns.

## **ARTICLE II**

### **DEVELOPER CONTRIBUTION TO UTILITY IMPROVEMENTS**

#### **A. *Utility Improvements***

1. Developer shall construct the Highland Lakes Sanitary Sewer Line Project depicted on the attached Exhibit C and more specifically described in Exhibit D, and as approved by the City Engineer. Developer shall construct the Project and all Utility Improvements appurtenant to the Project in conjunction with the construction and development of Highland Lakes Phase 1, but no later than two (2) years of execution of this Agreement.
2. Upon completion of the Project, Developer shall dedicate all Utility Improvements constructed by Developer and provide the easements within which such Utility Improvements are constructed to City at no cost aside from the Impact Fee Credits provided by this Agreement.
3. At this time, the Project is included in the City's Master Plan. The Project is therefore eligible for impact fee credits as calculated under the Ordinance.
4. City agrees to grant Developer impact fee credits in conjunction with the acceptance of the Project. The impact fee credits shall vest and attach to the Property as of the Effective Date.
5. The total impact fee credits, which shall attach to the Property under this Agreement for the completed Highland Lakes Sanitary Sewer Line Project final accepted by the City, shall be **447.26** Service Units for the design, construction and dedication to the City, at no cost to City, of approximately 3,468 linear feet of Utility Improvements.

## **ARTICLE III**

### **IMPACT FEE CREDITS**

#### **A. Assignment and Expiration of Utility Impact Fee Credits**

The Impact Fee Credits granted under this Agreement may be assigned one time from Owner to Owner's successor-in-interest of the entirety of the Property upon Owner's written notice to City of Owner's assignment of the Impact Fee Credits and conveyance of the Property to such successor-in-interest. Any and all other assignments shall only be effectuated with the City's consent pursuant to Section 130-29 of the Ordinance, with such consent not to be unreasonably withheld, conditioned or delayed. The impact fee credits shall have no expiration; but in any event, the impact fee credits shall only be applied to the Property. Application of the impact fee credits to future developed lots and any reimbursement for unused impact fee credits shall be governed by the Ordinance. Notwithstanding the foregoing, any unused impact fee credits may be assigned to the developer of the Future Development Property upon written notice to City of such assignment, and any other subsequent assignments shall require the City's consent, with such consent not to be unreasonably withheld, conditioned or delayed.

#### **B. Value of Utility Improvements**

- a. The City has agreed to reimburse the Developer the difference between the projected costs of a 12" Line, based on the Engineer's Opinion of Probable Cost attached hereto and incorporated herein by reference for all purposes allowed by law as Exhibit E and the actual costs incurred by the Developer in construction of the Oversized Line up to an amount not to exceed Seven Hundred Thirty-Four Thousand Eight Hundred Fifty-Five and Thirty-Seven/One Hundredths Dollars (\$734,855.37) (the "Oversized Line Costs"), through impact fee credits.
- b. Developer shall provide appropriate cost documentation, as approved by the City Engineer, reflecting the actual expenditures for oversizing the wastewater (sanitary sewer) line. The reimbursement costs shall include all items pertinent to construction of the Oversized Line segments but excluding easements dedicated for the construction of such wastewater (sanitary sewer) line. The City Engineer shall review the cost documentation and make a final determination regarding those costs that are necessary and attributable solely to the oversizing of the wastewater (sanitary sewer) lines in question. Said cost documentation shall be submitted to City prior to City's final acceptance of the Project.
- c. Reimbursement for the cost of oversizing the wastewater (sanitary sewer) line shall be made through the grant or award of utility impact fee credits for the Property. Credits shall be calculated and applied based on the

Ordinance. Credits shall vest and attach to the Property upon the City's acceptance of the Oversized Line subject to Developer's compliance with Article II of this Agreement.

- d. Developer and City agree that the value of the Oversized Line shall be expressed in Service Units.

**C. Use of Impact Fee Credits**

Impact fee credits shall be used as development occurs on the Property. Service Unit calculations for proposed uses on the Property shall be in accordance with then existing tables of the Ordinance. Any unused impact fee credits may be transferred to those lots contained within the Future Development Property, but shall otherwise not be transferable and cannot be applied to other fees, converted to cash, or used on other tracts; however, impact fee credits shall be subject to any reimbursements allowed by then existing ordinances. Upon the exhaustion of the impact fee credits by Developer on the Property, any additional development on the Property (such as the creation of additional lots) shall pay then existing utility impact fees or receive credits for construction of additional utility improvements under then existing ordinances.

**D. Developer Responsibilities under Development Ordinances**

Except as provided herein and/or as may be otherwise agreed to by the City from time to time, nothing herein shall relieve the Developer from its responsibilities for construction of other public improvements under applicable development ordinances upon development of the Property. Developer shall not be entitled to utility impact fee credits for any line that is not actually constructed or which is not constructed in accordance with the City's Master Plan and development ordinances.

**ARTICLE IV**

**AGREEMENT MAY NOT BE PLEDGED AS COLLATERAL**

Developer may not pledge this Agreement, or any credits granted hereunder, as collateral for purposes of securing financing for development of the Property.

**ARTICLE V**

**GENERAL PROVISIONS**

**A. Notice of Default; Opportunity to Cure; Remedies**

- 1. Should any Party allege that the other has defaulted in the performance of any obligation hereunder, it will provide at least thirty (30) days written notice to the other Party specifying the nature of the alleged default and

opportunity to cure the default before exercising any remedy related to the alleged default.

2. Upon the failure of either Party to comply with the provisions of this Agreement, which failure continues beyond the thirty (30) day notice and cure period provided above, the other Party shall have the right to enforce the terms and provisions of this Agreement by specific performance, or by such other legal or equitable relief to which the non-defaulting Party may be entitled.
3. Any remedy or relief described in this Agreement shall be cumulative of and in addition to any other remedies and relief available at law or in equity.
4. The foregoing notwithstanding, it is understood and agreed that in addition to any other remedy which the City may have upon default by Developer under this Agreement, should Developer fail to comply with the Subdivision Ordinance or any City development regulation, the City may terminate this Agreement. Upon termination pursuant to this subsection, all impact fee credits shall terminate.

**B. *Entire Agreement; Interpretation of this Agreement***

1. This Agreement including any attached exhibits is the entire agreement between the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter herein. If there is a conflict between this Agreement and prior written or verbal representations, this Agreement shall control.
2. This Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strictly for or against either Party.

**C. *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.

**D. *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.

**E. Other Instruments; Actions**

The Parties hereto agree that they will take such further actions and execute and deliver such other and further consents, authorizations, instruments, or documents as are necessary or incidental to effectuate the purposes of this Agreement.

**F. No Third Party Beneficiaries**

Except as expressly provided herein, nothing herein shall be construed to confer upon any person other than the Parties hereto any rights, benefits or remedies under or because of this Agreement.

**G. 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.

**H. 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.

**I. Counterparts**

The Parties may execute this Agreement in one or more duplicate originals each of equal dignity.

**J. Notices**

Any Notice in connection with this Agreement must be in writing and may be given by certified mail return receipt requested, 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 two (2) business days after a certified letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, and if given other than by certified mail, it shall be deemed to have been given and received by the party (or such party's agent or representative) to whom it is addressed, upon delivery to the



address specified below. For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

**DEVELOPER:**

TMPG Highland Lakes, LLC  
6735 Salt Cedar Way  
Building 1, Suite #200  
Frisco, Texas 75034  
Attn: Dusty Dellinger

**CITY OF MCKINNEY:**

Office of the City Manager  
222 N. Tennessee Street  
McKinney, Texas 75069

With a copy to:

TMPG Highland Lakes, LLC  
6735 Salt Cedar Way  
Building 1, Suite #200  
Frisco, Texas 75034  
Attn: Grayson Nastri

The Parties will have the right from time to time to change their respective addresses upon written notice to the other Party. If any date or notice period described in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period for calculating the Notice will be extended to the first business day following such Saturday, Sunday or legal holiday.

***K. No Waiver of Development Ordinances***

No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision or any other agreement between the Parties. No waiver of any provision of this Agreement will be deemed to constitute a continuing waiver unless expressly provided for by written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. Subject to the terms and provisions hereof, nothing herein shall waive any obligations of Developer under applicable ordinances, including but not limited to the subdivision ordinance, the wastewater and water impact fee ordinance, or the roadway impact fee ordinance.

***L. 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.

**M. 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.

**N. Assignability**

Unless otherwise specifically permitted herein, this Agreement may only be fully assigned one (1) time by Owner, as a matter of right, to Owner's successor-in-title to the entirety of the Property, only. Owner and Owner's assignee shall be jointly responsible for notifying City of any such assignment and providing to City updated contact information contained in Article V, Paragraph J, above with respect to the assignee. Failure to so notify City will not relieve Owner or Owner's assignee of responsibility under this Agreement until such notice has been delivered to the City.

Except as otherwise permitted herein, any other assignment of this Agreement shall require the City's prior written consent, and such consent shall not be unreasonably withheld, conditioned or delayed.

It is specifically understood and agreed that any reference to "Owner" in this Agreement shall mean and include the Owner and Owner's assignees.

**O. Binding Obligation**

This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, successors, and assigns.

**P. Waiver of Claims.**

Developer has voluntarily agreed to undertake the construction of the Utility Improvements for the Highland Lakes Sanitary Sewer Line Project in exchange for impact fee credits to be applied to the Property. The construction of the Project is not a condition of approval or acceptance the development of the Property. **Developer waives any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Tex. Loc. Gov't. Code and any federal constitutional claims. Developer further releases City from any and all claims based on excessive or illegal exactions. Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. Developer shall indemnify and hold harmless City from any claims and suits of third parties, including but not limited to Developer's successors, assigns, grantees, vendors, trustees or representatives,**

brought pursuant to this Agreement or the claims or types of claims described in this paragraph.

IN WITNESS WHEREOF, DEVELOPER and CITY have executed this Agreement as of the Effective Date.

**CITY OF MCKINNEY**

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

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

ATTEST:

\_\_\_\_\_  
EMPRESS DRANE  
City Secretary

APPROVED AS TO FORM:

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

THE 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**, 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_\_

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

By: [Signature]  
Name: Keith Horancl  
Title: Vice President

Date Signed: 3/10/23

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

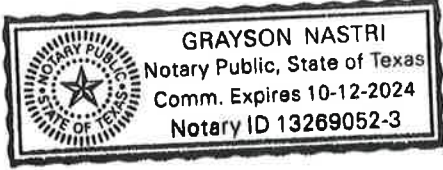
Date Signed: \_\_\_\_\_

THE STATE OF TEXAS,  
COUNTY OF Collin

This instrument was acknowledged before me on the 10<sup>th</sup> day of March, 2023, by Keith Horancl, in his/her capacity as Vice President 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 he/she executed the same on behalf of and as the act of the limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 10<sup>th</sup> DAY OF March, 2023.

[Signature]  
Notary Public Collin County, Texas  
My commission expires 10/12/2024



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

By: [Signature]  
Name: Keith Hurand  
Title: Division President

Date Signed: 3/8/23

By: [Signature]  
Name: BRYAN SWINDELL  
Title: DIVISION PRESIDENT

Date Signed: 3/8/2023

THE STATE OF TEXAS,  
COUNTY OF Collin

This instrument was acknowledged before me on the 8th day of March, 2023, by Keith Hurand, in his/her capacity as Division President 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 he/she executed the same on behalf of and as the act of the limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 8th DAY OF March, 2023.



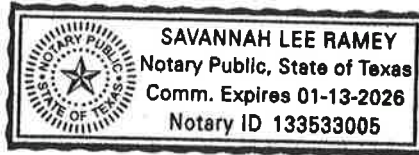
[Signature]  
Notary Public Collin County, Texas  
My commission expires 4/26/25

THE STATE OF TEXAS,  
COUNTY OF Dallas

This instrument was acknowledged before me on the 9 day of MARCH, 2023, by Bryan Swinzell, in his/her capacity as DIVISION PRESIDENT 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 he/she executed the same on behalf of and as the act of the limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 9th DAY OF March, 2023.

Savannah Ramey  
Notary Public Dallas County, Texas  
My commission expires 1/13/26



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 A

### *Property Description*

PHASE 1:

#### **LEGAL DESCRIPTION 140.047 ACRES (NET)**

**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, being all 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, being part of that called 188.599 acre tract of land described in deed to TMPG Highland Lakes, LLC recorded as Instrument No. 20210225000368910, Official Public Records, Collin County, Texas and being more particularly described as follows:

**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** (6.363 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 41.50 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 09 degrees 02 minutes 18 seconds West, a distance of 101.28 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 00 degrees 03 minutes 48 seconds East, a distance of 105.76 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 44 degrees 58 minutes 12 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 505.67 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 277,154 square feet or 6.363 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.**

PHASE 2:

**STATE OF TEXAS §**

**COUNTY OF COLLIN §**

**WHEREAS**, TMPG Highland Lakes, LLC is the owner of 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 188.599 acre tract of land described in deed to TMPG Highland Lakes, LLC recorded as Instrument No. 20210225000368910, Official Public Records, Collin County, Texas, being all of that called 48.553 acre tract (called "Save and Except Tract 1") described on the plat of Highland Lakes, Phase 1, an addition to the City of McKinney recorded as Instrument No. 2022-\_\_\_\_\_, Plat Records, Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a one-half inch iron rod with cap stamped "JBI" found for corner, being the most southerly southwest corner of said "Save and Except Tract 1", being the west end of a right-of-way corner clip located at the intersection of the northeasterly right-of-way of Gladewater Avenue (60 foot wide R.O.W.) and the northwesterly right-of-way of Tawakoni Court (50 foot wide R.O.W.) as dedicated by said plat of Highland Lakes, Phase 1;

**THENCE**, along the northwesterly and easterly right-of-way line of Gladewater Avenue and the westerly line of said "Save and Except Tract 1" 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, being in the northerly line of said "Save and Except Tract 1" and the southerly right-of-way line of Limestone Avenue (60 foot wide right-of-way at this point);

**THENCE** along the northerly line of said "Save and Except Tract 1" and the southerly right-of-way line of Limestone Avenue as follows:

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, being the northeast corner of said "Save and Except Tract 1";

**THENCE** along the easterly line of said "Save and Except Tract 1 as follows:

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 with cap stamped "JBI" set;

South, a distance of 207.85 feet to a one-half inch iron rod with cap stamped "JBI" set;

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

South 08 degrees 30 minutes 49 seconds East, a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

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 with cap stamped "JBI" set;

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

East, a distance of 242.36 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 80 degrees 15 minutes 02 seconds East, a distance of 237.53 feet to a one-half inch iron rod with cap stamped "JBI" 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 for the most easterly corner of said "Save and Except Tract 1", being in the northwesterly line of said Tawakoni Court (60 foot wide right-of-way) and the beginning of a non-tangent curve to the right;

**THENCE** along the southeasterly line of said "Save and Except Tract 1" and the northwesterly line of said Tawakoni Court as follows:

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 with cap stamped "JBI" 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;

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 with cap stamped "JBI" 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 with cap stamped "JBI" set;

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

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

South 50 degrees 00 minutes 00 seconds East, a distance of 20.19 feet to a one-half inch iron rod with cap stamped "JBI" 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 with cap stamped "JBI" 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.

## EXHIBIT B

### *Future Development Property Description*

PHASE 3:

#### **LEGAL DESCRIPTION**

(154.562 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:

**BEGINNING** at a one-half inch iron rod with cap stamped "RPLS 4857" found in the north line of said 447.693 acre tract, being the northwest corner of a called 7.555 acre tract of land described in deed to McKinney Four Corners, L.P. recorded as Document No. 20100526000530880, Official Public Records, Collin County, Texas, being in the south right-of-way line of F.M. Highway No. 1461 (90 foot wide R.O.W.);

**THENCE**, along the westerly and southerly lines of said 7.555 acre tract as follows:

South 02 degrees 10 minutes 56 seconds West, a distance of 278.93 feet to a one-half inch iron rod with cap stamped "JBI" found;

South 87 degrees 50 minutes 55 seconds East, a distance of 467.15 feet to a one-half inch iron rod with cap stamped "JBI" found;

South 00 degrees 24 minutes 48 seconds East, a distance of 370.51 feet to a one-half inch iron rod with cap stamped "JBI" found;

North 89 degrees 31 minutes 19 seconds East, a distance of 320.3 feet to a one-half inch iron rod with cap stamped "JBI" found for the southeast corner of said 7.555 acre tract, being in the west line of a called 14.863 acre tract of land described in deed to McKinney Four Corners, L.P. recorded as Document No. 2010526000531010, Official Public Records, Collin County, Texas, the beginning of a non-tangent curve to the right;

**THENCE**, along said curve to the right through central angle of 12 degrees 07 minutes 36 seconds, having a radius of 1,000.00 feet, an arc length of 211.65 feet, a chord bearing of South 05 degrees 36 minutes 57 seconds West and a chord distance of 211.26 feet to a one-half inch iron rod with cap stamped "JBI" set;

**THENCE**, South 11 degrees 40 minutes 45 seconds West, a distance of 218.57 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the left;

**THENCE**, along said curve to the left through a central angle of 12 degrees 09 minutes 53 seconds, having a radius of 1,000.00 feet, an arc length of 212.31 feet, a chord bearing of South 05 degrees 35 minutes 48 seconds West and a chord distance of 211.91 feet to a one-half inch iron rod with cap stamped "JBI" set;

**THENCE**, South 00 degrees 29 minutes 08 seconds East, a distance of 475.82 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the right;

**THENCE**, along said curve to the right through a central angle of 11 degrees 01 minutes 07 seconds, having a radius of 1,000.00 feet, an arc length of 192.31 feet, a chord bearing of South 05 degrees 01 minutes 26 seconds West and a chord distance of 192.02 feet to a one-half inch iron rod with cap stamped "JBI" set;

**THENCE**, South 10 degrees 31 minutes 59 seconds West, a distance of 200.00 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the left;

**THENCE**, along said curve to the left through an angle of 20 degrees 00 minutes 00 seconds, having a radius of 1,000.00 feet, an arc length of 349.07 feet, a chord bearing of South 00 degrees 31 minutes 59 seconds West and a chord distance of 347.30 feet to a one-half inch iron rod with cap stamped "JBI" set;

**THENCE**, South 80 degrees 31 minutes 59 seconds West, a distance of 73.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

**THENCE**, South 19 degrees 46 minutes 55 seconds West, a distance of 28.65 feet to a one-half inch iron rod with cap stamped "JBI" set;

**THENCE**, South 80 degrees 31 minutes 59 seconds West, a distance of 120.41 feet to a one-half inch iron rod with cap stamped "JBI" set;

**THENCE**, South 63 degrees 20 minutes 48 seconds West, a distance of 67.69 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the right;

**THENCE**, along said curve to the right through a central angle of 45 degrees 20 minutes 21 seconds, having a radius of 470.00 feet, an arc length of 371.92 feet, a chord bearing of North 76 degrees 47 minutes 50 seconds West and a chord distance of 362.29 feet to one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the left;

**THENCE**, along said curve turning to the left through an angle of 35 degrees 49 minutes 00 seconds, having a radius of 1030.00 feet, an arc length of 643.87 feet, a chord bearing of North 72 degrees 05 minutes 30 seconds West and a chord distance of 633.44 feet to a one-half inch iron rod with cap stamped "JBI" set;

**THENCE**, North 90 degrees 00 minutes 00 seconds West, a distance of 380.18 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the right;

**THENCE**, along said curve to the right through a central angle of 09 degrees 00 minutes 00 seconds, having a radius of 965.00 feet, an arc length of 151.58 feet, a chord bearing of North 85 degrees 30 minutes 00 seconds West and a chord distance of 151.43 feet to a one-half inch iron rod with cap stamped "JBI" set;

**THENCE**, North 81 degrees 00 minutes 00 seconds West, 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;

**THENCE**, along said curve turning to the left through an angle of 66 degrees 27 minutes 21 seconds, having a radius of 410.00 feet, an arc length of 475.55 feet, a chord bearing of South 65 degrees 46 minutes 19 seconds West and a chord distance of 449.34 feet to a one-half inch iron rod with cap stamped "JBI" set;

**THENCE**, North 59 degrees 10 minutes 44 seconds West, a distance of 466.42 feet to a one-half inch iron rod with cap stamped "JBI" set;

**THENCE**, South 89 degrees 23 minutes 57 seconds West, a distance of 284.34 feet to a one-half inch iron rod with cap stamped "JBI" set;

**THENCE**, North 50 degrees 57 minutes 37 seconds West, a distance of 1,067.50 feet to a one-half inch iron rod with cap stamped "JBI" set;

**THENCE**, North 00 degrees 04 minutes 37 seconds West, a distance of 128.05 feet to a one-half inch iron rod with cap stamped "JBI" set, being the southwest corner of a called 27.829 acre tract of land described in deed to Mahar Family Living Trust recorded as Document No. 20191204001544070, Official Public Records, Collin County, Texas;

**THENCE**, along the south line of said 27.829 acre tract, North 89 degrees 45 minutes 40 seconds East, a distance of 1327.92 feet to a one-half inch iron rod found for the southeast corner of said 27.829 acre tract;

**THENCE**, along the east line of said 27.829 acre tract, North 01 degrees 48 minutes 10 seconds West, a distance of 711.22 feet to a point in the approximate centerline of a creek, being the southwest corner of a called 6.73 acre tract of land described in deed to Mahar Family Living Trust recorded as Document No. 20191204001544080, Official Public Records, Collin County, Texas;

**THENCE**, along the easterly line of said 6.73 acre tract and the approximate centerline of said creek as follows

North 56 degrees 02 minutes 31 seconds East, a distance of 63.11 feet to a point;

South 81 degrees 03 minutes 24 seconds East, a distance of 66.08 feet to a point;

North 82 degrees 56 minutes 56 seconds East, a distance of 99.82 feet to a point;

North 21 degrees 54 minutes 56 seconds East, a distance of 34.08 feet to a point;

North 53 degrees 13 minutes 01 seconds West, a distance of 87.25 feet to a point;  
North 08 degrees 47 minutes 03 seconds West, a distance of 32.36 feet to a point;  
North 54 degrees 55 minutes 47 seconds East, a distance of 56.33 feet to a point;  
North 59 degrees 25 minutes 14 seconds East, a distance of 96.49 feet to a point;  
North 82 degrees 29 minutes 51 seconds East, a distance of 112.18 feet to a point;  
North 17 degrees 14 minutes 47 seconds East, a distance of 184.33 feet to a point;  
North 74 degrees 52 minutes 20 seconds East, a distance of 27.25 feet to a point;  
North 21 degrees 16 minutes 45 seconds East, a distance of 115.46 feet to a point;  
North 54 degrees 28 minutes 42 seconds East, a distance of 46.85 feet to a point;  
North 07 degrees 54 minutes 48 seconds West, a distance of 86.10 feet to a point;  
North 63 degrees 20 minutes 45 seconds East, a distance of 83.24 feet to a point;

**THENCE**, North 61 degrees 01 minutes 13 seconds East, a distance of 113.26 feet to a point, being northeast corner of said 6.73 acre tract, the northwest corner of said 447.693 acre tract, being in the south right-of-way line of F.M. Highway No. 1461 (90 foot wide R.O.W.), the beginning of a non-tangent curve to the right;

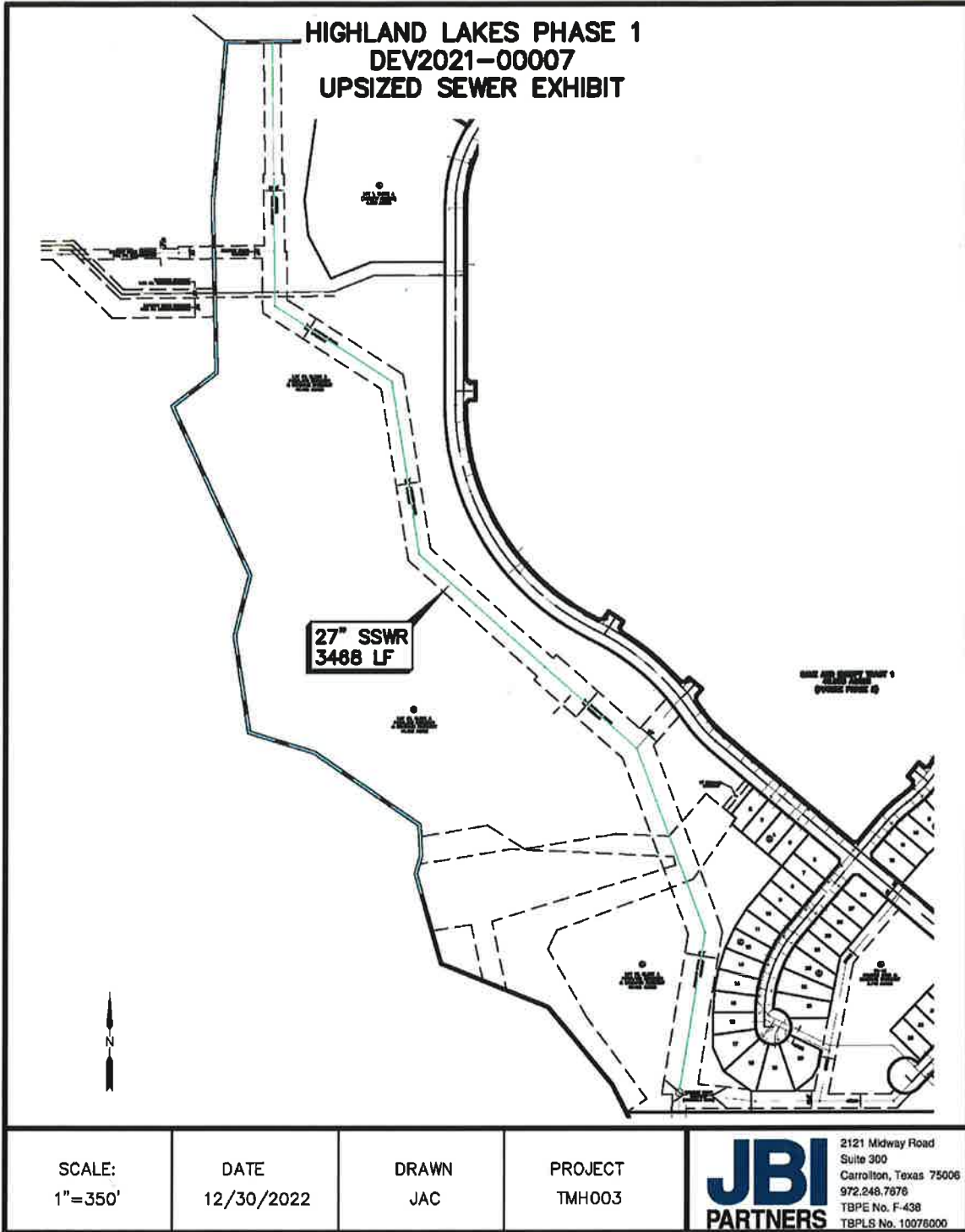
**THENCE**, along the north line of said 477.693 acre tract and the south right-of way line of F.M. Highway No. 1461 as follows:

Along said curve to the right through a central angle of 00 degrees 28 minutes 27 seconds, having a radius of 5,684.58 feet, an arc length of 47.06 feet, a chord bearing of South 88 degrees 05 minutes 58 seconds East and a chord distance of 47.06 feet to a point;

South 87 degrees 50 minutes 07 seconds East a distance of 1,249.80 feet to the **POINT OF BEGINNING** and containing 6,732,702 square feet or 154.562 acres of land;

**EXHIBIT C**

*Utility Project Map*



## **EXHIBIT D**

### *Impact Fee Credit Eligible Utility Improvements*

The Highland Lakes Sanitary Sewer Line Project identified in this Agreement consists of the construction and installation of a twenty-seven inch (27") diameter sanitary sewer line approximately 3,468 linear feet long together with all required manholes tied in to the City's existing sanitary sewer system together with any and all other appurtenances including, but not limited to, fittings, connections, clearing, trench safety, erosion control and testing complete and in place ready for City inspection, acceptance and use.

## EXHIBIT E

### *Engineer's Opinion of Probable Cost*

HIGHLAND LAKES SEWER COST COMPARISON  
 PREPARED BY JBI PARTNERS, INC.  
 CITY OF MCKINNEY, COLLIN COUNTY, TEXAS  
 JBI PROJECT NO. TMH003  
 December 30, 2022



OVERSIZED LINE - AS CONSTRUCTED					
Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.	27" HDPE Class 250, ASTM F894 sanitary sewer pipe including trench, embedment, backfill, and compaction, complete in place	645	LF	\$244.61	\$157,773.45
2.	27" HDPE Class 250, ASTM F894 sanitary sewer pipe including trench, embedment, backfill, and compaction, complete in place. Additional Depth	2,823	LF	\$249.27	\$703,689.21
3.	Bore with 33" steel encasement for 27" sanitary pipe, as per City of McKinney standards and specifications, complete in place	119	LF	\$761.72	\$90,644.68
4.	6' diameter Type S manhole (greater than 40' deep), complete in place	3	EA	\$40,866.00	\$122,598.00
5.	6' diameter Type S manhole (greater than 30' and less than or equal to 40' deep), complete in place	1	EA	\$30,320.89	\$30,320.89
6.	6' diameter Type S manhole (greater than 20' and less than or equal to 30' deep), complete in place	4	EA	\$27,862.96	\$111,451.84
<b>TOTAL</b>					<b>\$1,216,478.07</b>

SAME SECTION OF SEWER LINE - SIZED FOR HIGHLAND LAKES ONLY - CURRENT MARKET PRICES					
Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.	12" diameter SDR-26 PVC pipe including trench, embedment, backfill, and compaction, complete in place	645	LF	\$72.61	\$46,833.45
2.	12" diameter SDR-26 PVC pipe including trench, embedment, backfill, and compaction, complete in place. Additional Depth	2,823	LF	\$77.27	\$218,133.21
3.	Bore with 18" steel encasement for 12" sanitary sewer pipe, as per City of McKinney standards and specifications, complete in place	119	LF	\$321.65	\$38,276.35
4.	5' diameter Type S manhole (greater than 40' deep), complete in place	3	EA	\$30,117.12	\$90,351.36
5.	5' diameter Type S manhole (greater than 30' and less than or equal to 40' deep), complete in place	1	EA	\$19,572.01	\$19,572.01
6.	5' diameter Type S manhole (greater than 20' and less than or equal to 30' deep), complete in place	4	EA	\$17,114.08	\$68,456.32
<b>TOTAL</b>					<b>\$481,622.70</b>

<b>COST DIFFERENCE</b>					<b>\$734,855.37</b>
------------------------	--	--	--	--	---------------------