

FIRST AMENDMENT TO AMENDED AND RESTATED
PARK DEVELOPMENT AND DISBURSEMENT AGREEMENT

This FIRST AMENDMENT TO AMENDED AND RESTATED PARK DEVELOPMENT AND DISBURSEMENT AGREEMENT (this "Agreement") entered into as of November 1, 2016 (the "Effective Date"), is by and between TRINITY FALLS HOLDINGS, LP, a Texas limited partnership, as assignee of CH-B Trinity Falls, LP., a Texas limited partnership ("Owner"), and the City of McKinney, Texas ("City").

WHEREAS, CH-B Trinity Falls, LP and the City entered into that certain 2012 Development Agreement effective December 4, 2012, recorded in the Real Property Records of Collin County on January 16, 2013, as Document Number 20130116000067920 (the "2012 Agreement") which was subsequently amended by that certain First Amendment to 2012 Development Agreement effective February 27, 2014, recorded in the Real Property Records of Collin County as Document Number 20140227000184320 (the "First Amendment"), and which was subsequently amended by that certain Second Amendment to 2012 Development Agreement effective November 1, 2016 (the "Second Amendment") which collectively with the 2012 Agreement, the First Amendment and the Second Amendment are referred to as the "Development Agreement"; and

WHEREAS, the City and Owner desire to amend the Agreement to provide for flexibility in the approval of the shifting of park components between the Park Areas and to have a Term consistent with the Development Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, Owner and City agree to amend and supersede the following paragraphs of the Agreement to read as follows:

"1. Park Development. The Park will be developed in phases by reference to the "Park Areas" that are shown on the attached Exhibit B and the "Planning Units" that are shown on the attached Exhibit C. All improvements will be designed and constructed to applicable City standards and be of similar quality to Bonnie Wenk Park and Towne Lake Park based on plans and specifications approved by the City and, upon completion, all improvements shall receive a certificate of occupancy or its equivalent from the City evidencing completion in accordance with applicable City standards. The plans and specifications for each phase of development will be accompanied by Owner's estimate of the costs. Prior to the design of Park Area 3, Owner shall prepare a concept plan covering Park Areas 3-7 to be utilized as a guide for review of such Areas. Each Park Area shall be completed within two (2) years after construction is commenced. Upon written request by Owner, the City Manager shall have the authority to approve the shifting of park improvements/components between Park Areas as long as the acreage amounts for such improvements/components remain the same. The Park will be open to the general public and each Park Area will include one or more of the following improvements as each of the Park Areas is developed:

- a. Parking facilities;
- b. Viewpoints or overlooks;
- c. Natural and interpretive trails;
- d. Ponds or lakes with fishing piers and boating/canoeing capability;
- e. Water features including waterfalls and cascades;
- f. Open air pavilions and picnic tables;
- g. Playgrounds;
- h. A 12-foot wide hard surface (concrete) primary hike and bike trails; with secondary hike and bike trails of decomposed granite or similar materials;
- i. Passive open-play fields;
- j. Connectivity to trail systems within the Property;
- k. Amphitheater; and
- l. Frisbee golf facility.”

“7. Term. This Agreement shall terminate on December 4, 2027; however, it shall be automatically extended for successive five (5) year periods if the Owner and District obligations under the Development Agreement are not completed by December 4, 2027. If extended under this paragraph, the Agreement shall terminate upon City’s written acknowledgement of the full performance of all obligations hereunder, whether by Owner or District, unless extended by mutual agreement of Owner and the City (as extended, the “Term”). Termination of this Agreement shall not relieve Owner of its obligations under the Development Agreement relative to the Park.”

All other provisions of the Agreement not amended herein shall remain in full force and effect for the Term of the Agreement.

IN WITNESS WHEREOF, the parties hereto, by their representatives duly authorized, have executed this Agreement as of the Effective Date.

CITY:

ATTEST:

CITY OF MCKINNEY

SANDY HART, TRMC, MMC
City Secretary

By: _____
PAUL G. GRIMES
City Manager

DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

MARK HOUSER
City Attorney

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2016, by PAUL G. GRIMES, City Manager of the City of McKinney, Texas, on its behalf.

Notary Public, State of Texas

OWNER:

TRINITY FALLS HOLDINGS, LP,
a Texas limited partnership

By: Johnson Trinity Falls GP, LLC, a Texas
limited liability company, General Partner

By: _____
Name: _____
Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____, _____ of Johnson Trinity Falls GP, LLC, a Texas limited liability company, General Partner of Trinity Falls Holdings, LP, a Texas limited partnership, on its behalf.

Notary Public, State of Texas

