

AFTER RECORDING, RETURN TO:

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

**DEVELOPMENT AND ANNEXATION AGREEMENT
BETWEEN
THE CITY OF MCKINNEY, TEXAS
AND
JEN TEXAS 22 LLC, PAINTED TREE 607 – MCKINNEY, L.P.,
AND GRBK EDGEWOOD LLC
FOR
PAINTED TREE**

THIS DEVELOPMENT AND ANNEXATION AGREEMENT (“Agreement”), is entered into pursuant to Chapter 43 and Section 212.172 of the Texas Local Government Code and Chapter 142 of the Code of Ordinances, City of McKinney, Texas (“McKinney Code”), effective the 6th day of July, 2021,¹ by and between the **CITY OF MCKINNEY**, a Texas municipal corporation and home-rule city (“CITY”), and **JEN TEXAS 22 LLC**, a Texas limited liability company, whose address is 8103 San Fernando Way, Dallas, Texas 75218, **PAINTED TREE 607 – MCKINNEY, L.P.**, 4835 LBJ, Suite 700, Dallas, Texas 75244 and **GRBK EDGEWOOD LLC**, 2805 Dallas Parkway, Suite 400, Plano, Texas 75093 (JEN TEXAS 22 LLC, PAINTED TREE 607 – MCKINNEY, L.P., and GRBK EDGEWOOD LLC are hereinafter referred to collectively as “OWNER”) (the CITY and the OWNER may be referred to collectively as the “PARTIES”), concerning the development of the “Property,” defined herein-below, and the annexation and development of the “ETJ Property,” defined hereinbelow, witnesseth that:

WHEREAS, OWNER is the owner of approximately 1,272.535 acres of land in the A. Stapp Survey, Abstract No. 833, the W. Butler Survey, Abstract No. 87, the J. McGarrah Survey, Abstract No. 572, and the W. Hunt Survey, Abstract No. 450, located in Collin County, Texas (the “Property”); and

WHEREAS, **JEN TEXAS 22 LLC** is the sole owner of the approximately 613.359 acres of land out of the Property in the A. Stapp Survey, Abstract No. 833, and the W. Butler Survey, Abstract No. 87, which land is located in the extraterritorial jurisdiction (“ETJ”) of the City of McKinney, Collin County, Texas (the “ETJ Property”); and

WHEREAS, **JEN TEXAS 22 LLC** is the sole "OWNER" with respect to all matters in this Agreement that relate to the ETJ Property, and **PAINTED TREE 607 –**

¹If this date is omitted, the effective date shall be the date the Agreement is executed by the City.

MCKINNEY, L.P., and **GRBK EDGEWOOD LLC** shall have no rights, duties, obligations or interests under this Agreement as it relates to the ETJ Property; and

WHEREAS, this Agreement is entered into in part, regarding the ETJ Property, pursuant to Chapter 43 and Section 212.172 of the Texas Local Government Code, in order to address the desires of the OWNER and the CITY and the procedures of the CITY; and

WHEREAS, this Agreement is entered into in part, regarding the remainder of the Property that is already located in the CITY's corporate limits (the "In-City Property"), pursuant to Chapter 142 of the McKinney Code, as amended; and

WHEREAS, the Parties have the authority to enter into this Agreement as it relates to the ETJ Property pursuant to Section 212.171, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the OWNER and the CITY acknowledge that this Agreement is binding upon the CITY and the OWNER and their respective successors and assigns for the term of this Agreement, as defined herein below; and

WHEREAS, the Subdivision Regulations of the City of McKinney, Texas contained in Chapter 142 of the McKinney Code, as amended (the "Subdivision Regulations") establish procedures and standards for the development and subdivision of real estate and for the surveying and platting thereof, requiring the installation of adequate public facilities to serve the entirety of the Property and providing penalties for violations thereof, among other things; and

WHEREAS, OWNER understands that prior to record platting the Property, the CITY's Subdivision Regulations require the OWNER to fund and construct the roadway and utility improvements that are necessitated by the development of the Property; and

WHEREAS, the Subdivision Regulations also prohibit recording with the county any Final Plat or Record Plat of a subdivision within the incorporated area and the ETJ of the CITY until the OWNER has completed all of the public facilities required to serve the property being developed that must be dedicated to the CITY ("Public Improvements") or has entered into a Facilities Agreement and guaranteed to the satisfaction of the CITY such improvements will be installed; and

WHEREAS, OWNER and CITY have agreed to enter into this Development and Annexation Agreement to provide OWNER with greater certainty to begin platting and developing the Property identified as **PAINTED TREE**.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the CITY and the OWNER do mutually contract and agree as follows, to-wit:

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 AND ETJ PROPERTY

This Agreement is for the Property situated in an area that is generally located north of U.S. Highway 380, east of Lake Forest Drive (FM 1461) and south of Bloomdale Road (CR 164), Collin County, Texas, containing approximately 1,272.535 acres of land as more fully depicted and described in **Exhibit "A"** attached hereto and fully incorporated herein by reference (the "Property"). Approximately 613.359 acres of land out of the Property is located in the ETJ of the City of McKinney, Collin County, Texas, and is more fully depicted and described in **Exhibit "B"** attached hereto and fully incorporated herein by reference (the "ETJ Property"). The balance of the Property is the In-City Property. The originals of **Exhibits "A" and "B"** are on file in the Director of Engineering's Office and are hereby fully incorporated into this Agreement for all purposes allowed by law.

C. ANNEXATION

1. It is specifically understood and agreed by and between the Parties that the ETJ Property is outside the CITY's corporate limits and abuts the CITY's corporate limits. **OWNER hereby voluntarily requests that the CITY annex the ETJ Property identified in Exhibit "B" into the CITY's corporate limits for all purposes allowed by law, and in accordance with and subject to the provisions of this Agreement. In the event of any conflict between this Agreement and any annexation services agreement or service plan for the ETJ Property, this Agreement shall control.**
2. It is understood and agreed that the CITY has not identified the ETJ Property in its Annexation Plan. It is also specifically understood and agreed that but for the OWNER's petition requesting the ETJ Property be annexed into the CITY's corporate limits the ETJ Property would remain outside the CITY's corporate limits and within the CITY's extra-territorial jurisdiction. It is further understood and agreed that the CITY does not currently have public improvements in place to serve the ETJ Property. It is also understood and agreed that the CITY does not have any plans to improve or construct all of the roadways; extend all of the water, sanitary sewer and storm sewer lines; and construct the parks necessary to serve

the ETJ Property. Neither does the CITY have the funds budgeted or otherwise available or projects and bonds approved by the voters to provide all of the public improvements necessary to serve the ETJ Property.

3. **The OWNER acknowledges that the ETJ Property is within the CITY's extra-territorial jurisdiction and represents to the CITY that the OWNER has not engaged in any discussions or negotiations with any other city or town seeking to have the ETJ Property annexed into the extra-territorial jurisdiction or corporate limits of any municipality or town save and except the CITY. The OWNER specifically understands and agrees that the CITY shall have no obligation to design, extend, construct, and provide the public improvements necessary to serve the ETJ Property and that should OWNER desire to develop the ETJ Property prior to the time that adequate public improvements are on or adjacent to the ETJ Property, it shall be the OWNER'S responsibility and obligation to design, extend, and construct such public improvements except as otherwise specifically provided by this Agreement.**
4. **The OWNER does hereby, in exchange for the annexation of the ETJ Property, waive and hold harmless and agree to indemnify the CITY from and against any and all claims or demands that the CITY design, extend, construct, and provide the public improvements necessary to serve the ETJ Property except as expressly described and provided otherwise in Section F of this Agreement regarding Wilmeth Road. In addition, OWNER hereby waives any vested rights they may otherwise have under Section 43.002(a)(2), Section 212.172(g), and Chapter 245 of the Texas Local Government Code to develop the ETJ Property in whole or in part in any manner that conflicts with this Agreement.**

D. ZONING & PLATTING

1. The Property shall be zoned and platted in accordance with the CITY's Zoning Ordinance and Subdivision Ordinance before any Building Permit will be issued for the development of the Property.
2. The CITY shall process the zoning on the ETJ Property contemporaneously with the annexation of the ETJ Property.
3. It is specifically understood and agreed by and between the Parties that the submission of a preliminary plat, a preliminary-final plat, or conveyance plat (collectively "Plat") for the ETJ Property prior to the annexation and zoning of the ETJ Property in accordance with this Agreement shall make the Plat deemed "Administratively Incomplete" under the CITY's Subdivision Regulations, and as they may hereafter be amended. It is further specifically understood and agreed by and between the Parties that the

submission of a Plat that does not conform to the CITY's Subdivision Regulations and Engineering Design Manual together with any variances thereto adopted by this Agreement regarding the Property shall make the Plat of any part of the Property deemed "Administratively Incomplete" under the CITY's Subdivision Regulations, and as they may hereafter be amended.

4. Following the annexation of the ETJ Property into the corporate limits of the City of McKinney and the approval of zoning on the ETJ Property, OWNER will submit the preliminary plat or preliminary-final plat for the Property that will be known as a part of Painted Tree (the "Development") in strict accordance with the with the Governing Regulations and the CITY's Subdivision Regulations and Engineering Design Manual together with any variances thereto adopted by this Agreement regarding the Property and the CITY's Engineering Design Manual, and Standard Details for Construction. OWNER hereby agrees and confirms that OWNER will develop the Property consistent with the approved final plat or record plat for Painted Tree (the "Record Plat").
5. OWNER hereby agrees that the ETJ Property shall follow and comply with the architectural and site standards set out in Section 146-139 of the McKinney Code without regard to whether the subject buildings are a significantly important building or buildings that are located in a historically significant area. For purposes of the preceding sentence,
 - a. The traditional multifamily use(s) described in the PD shall comply with the architectural standards and the site design standards set out in Section 146-139 that apply to a multi-family residential use.
 - b. All nonresidential uses described in the PD shall comply with the architectural standards and the site design standards set out in Section 146-139 that apply to a such uses.
6. OWNER hereby agrees that, except for lots developed with "special residential" uses (as defined in the planned development zoning ordinance applicable to the In-City Property), the In-City Property shall follow and comply with the architectural and site standards set out in Section 146-139 of the McKinney Code without regard to whether the subject buildings are a significantly important building or buildings that are located in a historically significant area.
7. OWNER shall establish a homeowner's association for the governance of the Property and adopt deed restrictions or covenants, conditions, and restrictions applicable to the Property that require development of the Property to comply, at a minimum, with the architectural and site standards set out in Section 146-139 of the McKinney Code, as provided in this

Paragraph D, without regard to whether the subject buildings are a significantly important building or buildings that are located in a historically significant area.

E. TERM OF AGREEMENT

The total duration of this Agreement (the "Term") shall be 20 years from the Effective Date of this Agreement.

F. PUBLIC IMPROVEMENTS

All public improvements, including utilities, drainage structures and easements, roadways, sidewalks, street lighting, street signage, rights-of-ways, and all other required improvements and dedications shall be constructed and provided to the CITY by the OWNER, at no cost to the CITY, in accordance with the CITY's Ordinances which are then in effect. OWNER shall also construct in accordance with the CITY's requirements and thereafter maintain, all at no cost to CITY, hike and bike trails and parkland together with all improvements and appurtenances necessary thereto for the benefit of the public and the residents of the Property. The following provides a general description of the minimum construction requirements for roadways and utilities which, under current conditions, would be required by OWNER as a condition to development of the Property as contemplated by this Agreement:

1. Traffic Impact Analysis. The OWNER shall not be required to cause a Traffic Impact Analysis ("TIA") to be performed by a professional engineer acceptable to the CITY at the time of development, and prior to platting the ETJ Property provided that OWNER fully complies with all of the provisions of this Agreement and the land uses and requirements set out in the PD. If, however, OWNER defaults under the terms of this Agreement or otherwise fails to comply with all of the requirements of or seeks to terminate this Agreement or changes or revises the land uses or requirements set out in the PD the OWNER shall then be required to cause a TIA to be performed by a professional engineer acceptable to the CITY in accordance with the requirements of Section 2.13 of the Engineering Design Manual, as amended.
2. Intentionally Omitted.
3. Right-of Way Dedication. The OWNER shall dedicate to the CITY, at no cost to the CITY, that amount of right-of-way along perimeter roadways adjacent to the Property which will yield at least one-half (1/2) of the ultimate right-of-way width that is not already dedicated by plat or legal instrument as road right-of-way, at such time as development occurs. If a Master Plan roadway is situated on or across the Property, the OWNER shall dedicate to the CITY the full right-of-way for such Master Plan roadway at such time

as development occurs. The CITY will compensate the OWNER for that portion of the Master Plan roadway right-of-way that is so dedicated, and which is not roughly proportionate to the impact the development of the Property will have on the CITY's roadway system. The OWNER shall dedicate all right-of-way for the interior streets serving the Property at the time of development. The OWNER shall also dedicate all easements necessary for construction and safety purposes for roadways on the Property and perimeter roadways adjacent to the Property as required herein-above. Specific uses may require additional right-of-way dedication at the time of site plan approval. The final alignment of right-of-way dedications shall be consistent with the CITY's Thoroughfare Development Plan and as approved by the CITY Engineer.

- a. Special Provisions regarding Wilmeth Road Right-of-Way Dedication. OWNER hereby agrees to dedicate all right-of-way within the Property for the Wilmeth Road Improvements (defined below) at no cost to the CITY no later than August 6, 2021. OWNER understands and agrees that OWNER will not receive impact fee credits for such dedication. More particularly, OWNER hereby represents that OWNER has dedicated the right-of-way for Wilmeth Road to CITY, at no cost to CITY, by separate instrument recorded at Clerk's Document No. _____ in the Collin County Land Records on or about _____, 2021.
 - b. Special Provisions regarding Taylor Burke/CR 943 Right-of-Way Dedication. OWNER hereby agrees to dedicate all right-of-way within the Property for the Taylor Burke/CR 943 Improvements as described in Paragraph F.6.b., below, at no cost to the CITY at the earlier of the time of platting adjacent to such right-of-way or upon the written request of the CITY's Engineer, but not later than December 31, 2025. OWNER shall not, however, be required to dedicate any right-of-way running through the approximately 230-acre tract of land that the CITY is purchasing from the OWNER in fee simple title out of the ETJ Property.
4. Roadway Plan Approval. All roadway construction plans shall be approved by the CITY's Engineer or his agent prior to approval of a Development Permit for any portion of the Property.
 5. Roadway Construction. The OWNER shall construct, at no cost to the CITY, all required roadway improvements in accordance with the CITY's Subdivision Ordinance and Street Design Standards, then in effect, save and except as specifically provided otherwise in this Agreement. In addition to complying with the CITY's ordinance and standards, the OWNER shall also comply with TxDOT's standards and specifications when the roadway improvements are being made on along, about or to TxDOT roadways. In

the event of a conflict between the CITY's requirements and TxDOT's requirements the OWNER shall comply with the more stringent of those requirements.

- a. Gravel and seal coat roadways are not acceptable.
- b. Roadways along the anticipated traffic routes must be reinforced concrete pavement with appropriate subgrade treatment all of which items must be approved by the CITY Engineer. The pavement on all such roadways must be designed for a minimum service life of twenty (20) years without the need for any major maintenance overhauls.
- c. A pavement analysis shall be performed by the OWNER, at no cost to the CITY, to determine the adequacy of the current pavement structure to handle the OWNER's projected traffic along with existing traffic volumes and recommendations by the OWNER must be made based upon the analysis for roadway improvements as needed. The OWNER shall create a pavement design to handle the expected traffic volumes and other criteria as determined by the circumstances surrounding the development of the Property and as approved by the CITY Engineer.
- d. Additional roadway improvements may be required to maintain safe roadway conditions. The determination regarding what additional improvements may be necessary shall be based upon the engineering judgment of the CITY Engineer and good engineering practices criteria.
- e. If the CITY has a project to construct any of the roadways for which the OWNER is responsible, in whole or in part, the CITY and the OWNER may enter into an agreement whereby the OWNER is allowed, in the sole discretion of the CITY, to provide the CITY a cash escrow in an amount that will cover the OWNER's roughly proportionate obligation for construction of such roadway(s) in lieu of constructing said roadway improvements.

6. Agreed Specific Roadway Construction Standard Exceptions.

- a. Wilmeth Road Construction. CITY shall design and construct the four-lane section of Wilmeth Road (exclusive of turn lanes) from Lake Forest Drive to Hardin Boulevard (the "Wilmeth Road Improvements"), as generally depicted on **Exhibit "E"** (the "Wilmeth Road Construction and Turn Lane Depiction") attached to this Agreement and incorporated herein by reference for all purposes allowed by law. CITY shall not, however, be responsible for the costs associated with the design and construction of the left turn lanes and

right turn lanes along Wilmeth Road (the “Wilmeth Turn Lane Improvements”) also as generally depicted on **Exhibit “E.”**

- (1) Escrow for Wilmeth Turn Lane Improvements. OWNER shall pay into escrow with the CITY an amount equal to one hundred twenty percent (120%) of the total estimated costs associated with the design and construction of the Wilmeth Turn Lane Improvements as shown on **Exhibit “E”** to this Agreement. The CITY shall hold these funds in an interest-bearing escrow account in accordance with this Agreement. The escrow account interest rate shall be established in the CITY’s discretion and may vary. The additional twenty percent (20%) over and above the anticipated construction contract cost, together with any interest on the escrow account, shall be used by the CITY to cover unexpected or incidental costs of completion, including the CITY’s administrative expenses.
 - a) The cost estimate for the design and construction of the Wilmeth Turn Lane Improvements shall be prepared by a professional engineer licensed by the State of Texas retained by OWNER at OWNER’s sole cost and expense. Said cost estimate shall include a projected cost of purchasing a payment bond and performance bond, which meet the requirements of Chapter 252 of the Texas Local Government Code and Chapter 2253 of the Texas Government Code, in the full amount of the Wilmeth Turn Lane Improvements. The cost estimate shall also include a projected cost of purchasing a maintenance bond in the amount of fifteen percent (15%) of the estimated cost of the Wilmeth Turn Lane Improvements from a reputable and solvent corporate surety, in favor of CITY, to indemnify CITY against any repairs arising from defective workmanship or materials used in any part of the construction of improvements to Property, for a period of two (2) years from the date of final acceptance of such improvements. CITY inspection fees are not required to be paid for the Wilmeth Turn Lane Improvements.
 - b) The cost estimate shall be submitted to the CITY within thirty (30) days following the CITY’s written request for the cost estimate. CITY shall review the cost estimate for completeness and accuracy and approve the final signed and sealed cost estimate prepared by

OWNER's consultant. OWNER shall submit a cash deposit in the full amount of the approved cost estimate to the CITY within ten (10) days of the CITY's approval of the cost estimate, which escrow amount shall be thereafter used to fund the design and construction of the Wilmeth Turn Lane Improvements as described herein.

- c) OWNER agrees and understands that the CITY makes no assurances or representations that the Wilmeth Road Improvements or Wilmeth Turn Lane Improvements will be constructed and accepted prior to any date certain or in conjunction with the completion or acceptance of any particular phase of the **Painted Tree** subdivision. The CITY shall be allowed to undertake the design, construction and acceptance of the Wilmeth Road Improvements and Wilmeth Turn Lane Improvements at such time as the CITY deems it desirable or necessary, and in the sole discretion of the CITY. No development permit for development within the Property shall be withheld or denied on the basis of whether the Wilmeth Road Improvements or Wilmeth Turn Lane Improvements have been completed so long as (i) OWNER provides one permanent access point and one temporary access point to any area being developed that would otherwise take access to or from one or more or both the Wilmeth Road Improvements or Wilmeth Turn Lane Improvements, and (ii) the proposed temporary access point(s) are acceptable to CITY's Director of Engineering and CITY's Fire Marshal.
- d) The OWNER agrees that the CITY shall have the right to enter upon OWNER'S property to survey, stake, bore, construct, and install the Wilmeth Turn Lane Improvements at such time as the CITY deems necessary. The CITY may at its sole option and discretion enter into one or more agreements with third parties who shall be authorized to design and/or construct the Wilmeth Turn Lane Improvements and enter upon OWNER'S property to survey, stake, bore, construct and install the Wilmeth Turn Lane Improvements at the CITY's direction.
- e) OWNER specifically authorizes the CITY to utilize the funds escrowed pursuant to this Agreement to pay for

the design and construction of the Wilmeth Turn Lane Improvements and all necessary appurtenances to said improvements. Upon acceptance of the Wilmeth Turn Lane Improvements and the payment of any and all costs and expenses associated with the Wilmeth Turn Lane Improvements, any unused amount of the Escrow Deposit held by CITY shall be returned to OWNER.

- f) In the event that OWNER's estimate is more than twenty percent (20%) less than the actual cost and expense of designing and constructing the Wilmeth Turn Lane Improvements including, but not limited to, all necessary related costs such as acquiring payment bonds, performance bonds, maintenance bonds and insurance coverage for the design and construction of the Wilmeth Turn Lane Improvements OWNER shall reimburse the CITY for any and all additional costs and expenses ("Underpayment"). OWNER shall reimburse the CITY the total amount of any Underpayment within thirty (30) days after the CITY provides OWNER notice of Underpayment. If OWNER fails to timely reimburse the CITY for any Underpayment, CITY shall be authorized to assert a lien against the Property until OWNER or OWNER's successor-in-interest reimburses CITY for the Underpayment.

b. Taylor Burke/CR 943 Road Construction. OWNER shall, at OWNER's sole cost and expense, design, and construct:

1. the full four-lane section of Taylor Burke/CR 943 extending approximately 4,374 linear feet between Hardin Boulevard and Wilmeth Road; and
2. the two-lane section of Taylor Burke/CR 943 extending north from Wilmeth Road a distance of approximately 2,084 linear feet; and
3. that portion of Taylor Burke/CR 943 extending in an easterly direction from Hardin Boulevard which transitions between four lanes at the intersection to two lanes over a distance of approximately 1,253 linear feet (with approximately 869 linear feet of that transition being considered four lanes and the remaining 384 linear feet of that transition being considered two lanes) all as generally depicted on **Exhibit "F"** (the "Taylor Burke and Hardin Boulevard Construction and Turn

Lane Depiction”) incorporating any necessary transitions, attached to this Agreement and incorporated herein by reference for all purposes allowed by law, for the proposed development pursuant to the CITY’s Subdivision Ordinance and associated development requirements and as required by Paragraph F.5. of this Agreement; and

4. the landscape medians together with all plantings for those portions of Taylor Burke/CR 943 within the Development as generally depicted on **Exhibit “F,”** and which landscape medians and related plantings shall thereafter be maintained in perpetuity by OWNER and/or the homeowners’ or property owners’ association established by OWNER to be responsible for all common areas within the Development.

However, notwithstanding the foregoing, OWNER will not be required to design and construct that portion of Taylor Burke/CR 943 running through the approximately 230-acre tract of land that the CITY is purchasing from the OWNER in fee simple title out of the ETJ Property.

c. Roadway Typical Sections.

1. Interior Subdivision Street. In accordance with Section 212.172 of the Texas Local Government Code, the PARTIES hereby agree that the roadway sections for non-arterial streets situated within the residential neighborhoods of the Property shall be constructed in accordance with the roadway section for an “Interior Subdivision Street” as depicted and described in **Exhibit “G”** rather than the roadway typical section identified as “R2U Residential Street (Intersection/Midblock)” identified in Figure 2-1 of the CITY’s Engineering Design Manual. To the extent that **Exhibit “G”** conflicts with McKinney Code § 142-105 or Section 2 of the CITY’s Engineering Design Manual, the provisions of **Exhibit “G”** shall control. Otherwise, McKinney Code § 142-105 and Section 2 of the CITY’s Engineering Design Manual remain in full force and control the roadway sections within, about, and throughout the Property.

7. Utility Easement Dedication. The OWNER shall dedicate to the CITY, at no cost to CITY, that amount of easement across the Property as deemed necessary by the CITY Engineer to facilitate the construction of water and wastewater utilities as shown on the CITY’s Master Plans for Water and

Wastewater (hereafter referred to collectively as the “Master Plans”) and as approved by the CITY Engineer. The final alignment of easement dedications shall be consistent with the CITY’s Master Plans and as approved by the CITY Engineer.

8. Utility Plan Approval. All utility plans and improvements are subject to the approval of the CITY Engineer, and all utility lines shall be constructed of materials of a quality and grade meeting at least the minimum standards specified by the CITY’s Engineering Department. Upon approval of all utility construction plans for the Property by the CITY Engineer, or his designee, the OWNER may develop in accordance with such approved plans.
9. Utility Construction. The OWNER shall construct, at his sole cost, all necessary utility lines up to twelve inches (12”) in diameter to provide service to the Property in accordance with the CITY’s standards or as required by the Master Plans, at such time as demand on the Property requires or concurrent with the development of the Property, as determined by the CITY. The OWNER shall also construct, at no cost to the CITY, all necessary utility lines to serve the interior of the Property; said lines shall be at least eight inches (8”) in diameter or larger as demand of the development on the Property requires. In addition to the requirements stated herein, the OWNER shall construct any necessary off-site and/or oversized utility improvements up to the sizes shown on Master Plans and as per City of McKinney standards.

The OWNER hereby agrees to design and construct wastewater (sanitary sewer) lines greater than twelve inches (12”) in diameter (the “Oversize Sewer Utility Improvements” together with all related appurtenances thereto upon, over, under, and across the area generally depicted in **Exhibit “H”** at an estimated cost of Five Million Six Hundred Seventeen Thousand Four Hundred Ninety-Three Dollars and Eleven Cents (\$5,617,493.11) (the “Projected Cost”) set forth in the Opinion of Probable Cost identified as **Exhibit “I,”** which **Exhibits “H” and “I”** are attached hereto and incorporated herein by reference for all purposes allowed by law, in strict accordance with the CITY’s Subdivision Ordinance and the CITY’s Engineering Design Manual and subject to the approval of the CITY’s Director of Engineering. No septic systems shall be permitted.

G. PARKLAND AND HIKE AND BIKE TRAILS

1. The OWNER shall provide a total of not less than 250 acres of land for use as park and open space (the “Parks”), at no cost to CITY, which Parks shall be privately owned and maintained, but open and available to the residents of the CITY and the general public, other than all amenity center buildings, swimming pools, and other areas inside a controlled access fence.

Neighborhood park areas shall be developed outside of any floodway and/or floodplain and shall contain at least 35 acres of land in the aggregate. The remainder of the Parks, including non-floodplain areas, floodplains, and natural areas totaling not less than 215 acres of land shall also be improved with passive and active park amenities at OWNER's sole cost and expense.

2. The OWNER shall also develop an approximately 25-mile-long hike and bike trail network with a minimum ten-foot-wide concrete surface (the "Trails") designed and constructed in accordance with the CITY's Subdivision Ordinance, at no cost to CITY, along, across, over and about the Property that is open and available to the residents of the CITY and the general public. The Trails shall be tied in or connected to the CITY's trail system or to the location(s)/area(s) identified as planned future extensions of the CITY's trail system specifically including, but not limited to, school sites, parkland sites and planned connections to creek and river greenways.
3. A master plan of the general location of the Parks and Trails to be constructed on the Property including the list of Amenities to be constructed and installed at, upon, over, and across any and all of the Parks and/or Trails is attached hereto as **Exhibit "C."** The final location and design of the Parks and Trails shall be subject to review and approval by the CITY's Director of Parks and Recreation or their designee (collectively the "CITY's Parks Director"). In addition, the construction plans for all Parks and Trails must be approved by CITY's Parks Director prior to approval of a Development Permit for any portion of the Property being developed with Parks and Trails.
4. The naming of Parks and Trails shall also be subject to CITY naming protocols and approval.
5. The OWNER shall be responsible for the design, funding, and construction of all of the Parks and Trails together with the active and passive amenity improvements (including amenity center improvements) with the total aggregate investment in the active and passive amenity improvements for the Parks and Trails (including amenity center improvements) equaling not less than Ten Million Dollars (\$10,000,000.00), exclusive of land costs, by the time the Property is fully developed.
6. OWNER shall establish a homeowner's association or property owner's association (the "Association") to which the Parks and Trails together with

all active and passive amenity improvements thereto shall be conveyed. The Association shall have the right through Covenants, Conditions and Restrictions applicable to the entirety of the Property, save and except the 230 acres being sold to the City out of the ETJ Property, to assess or levy and collect fees from all owners of land within the Property for the perpetual maintenance of such Parks and Trails together with all passive and active park amenities for such Parks and Trails.

7. OWNER shall be responsible for all maintenance, repairs, upkeep, renovation, and replacement costs and expenses of all Parks and/or Trails together with the active and passive amenity improvements thereto in perpetuity and pursuant to the “Minimum Parks Maintenance Requirements” (the “Minimum Maintenance Requirements”). The obligation to perform the Minimum Maintenance Requirements may be assigned by OWNER to the Association to which the Parks and Trails are conveyed. The list of Minimum Maintenance Requirements is attached hereto as **Exhibit “D”** and is incorporated herein by reference for all purposes allowed by law.
8. OWNER shall place the Parks in lots and cause the lots to be platted with a “Parks” designation on each such lot (each a “Park Lot”) that specifically limits the use of each Park Lot to its designated purpose for a Park. A Park may include amenity center buildings, swimming pools, and other areas inside a controlled access fence that are not open to the general public. Thereafter OWNER shall convey the Park Lots to the Association to be used for Park purposes only for the benefit of the public and free and clear of all other liens and encumbrances, save and except the encumbrances affecting the Property at the time of the OWNER’s acquisition thereof, and at no cost to the CITY.
9. OWNER shall place the Trails in pedestrian access easements and cause the easements to be platted with a “Trails” designation on each such pedestrian access easement (each a “Trail Easement”) that specifically limits the use of each such Trail Easement to its designated purpose for a Trail. Thereafter OWNER shall convey the Trail Easements to the Association to be used for Trail purposes only for the benefit of the public and free and clear of all other liens and encumbrances, save and except the encumbrances affecting the Property at the time of the OWNER’s acquisition thereof, and at no cost to the CITY.

10. The Park Lots and Trail Easements shall be platted in phases concurrent with the platting and development of the Property to provide for the recreational needs created by the development of the Property in accordance with Paragraph G.12. of this Agreement.
11. In addition to all of the foregoing requirements and subject to any waivers the CITY Council may grant in conjunction with the platting of the Property, the OWNER shall also be responsible for and pay the costs associated with providing convenient access by improved streets and sidewalks and providing adequate drainage improvements so that the Parks and Trails are suitable for the purpose intended, and shall provide water, sewer and electrical utilities to the Parks and Trails in accordance with the procedures applicable to other public improvements as specified in the Subdivision Ordinance of the CITY.
12. If the CITY allows the Property to be developed in phases and approves the dedication of the Parks and Trails in conjunction with the phasing of the Property's development, the OWNER shall plat the Parks and Trails as the residential lots or school sites, if any, adjacent to the particular Parks and Trails are platted, unless requested by the City's Parks Director prior to such time in order to serve the development of the Property. In any event, all required Parks and Trails together with any and all active and passive amenities situated south of Wilmeth Drive shall be platted and constructed and installed by the OWNER prior to OWNER's submission of the plat for the last phase of development of that portion of the Property located south of Wilmeth Drive. Similarly, all required Parks and Trails together with any and all active and passive amenities situated north of Wilmeth Drive shall be platted and constructed and installed by the OWNER prior to OWNER's submission of the plat for the last phase of development of that portion of the Property located north of Wilmeth Drive. The OWNER shall not be allowed to file the plat for the last phase of the Property until all of the Parks and Trails and related active and passive amenities have been installed and the OWNER's obligations hereunder satisfied upon and across the entirety of the Property.
13. Any land the OWNER designates for Parks and Trails shall be left in its natural state unless previously agreed otherwise in writing by the CITY's Parks Director until the area is developed with and used for Parks and Trails. If any part or portion of the Parks and Trails on the Property were being used for agricultural operations prior to the execution of this Agreement, those areas may continue to be used for the same agricultural

operations provided that they are not expanded and are not increased in usage, impact, or intensity. In addition, the land identified for such Parks and Trails shall not be used to provide topsoil for the development of the Property. Further, the land identified for Parks and Trails shall not be used for construction staging and/or storage or the operation and parking of vehicles. The land identified for Parks and Trails shall not be used for the relocation of dirt from the Property or for fill unless the site must be altered for health and safety concerns and the placement of fill on the Parks and Trails is previously agreed to in writing by the CITY's Parks Director.

14. The requirements of this Paragraph G shall constitute the sole and exclusive CITY parkland dedication requirements including the payment of fees in lieu of parkland dedication otherwise required by and through the CITY's Subdivision Ordinance, as well as the sole and exclusive CITY requirements for payment of park development fees and construction of an open space or park amenities or other improvements, for four thousand two hundred (4,200) residential housing units within the Property.
15. Notwithstanding the foregoing provisions of Paragraph G.14., if OWNER defaults in its performance under this Paragraph G, CITY shall have the right to require OWNER to provide specific performance of this Paragraph G or alternatively in the CITY's sole discretion CITY shall have the right to require OWNER to comply with the parkland dedication requirements, including the payment of fees in lieu of dedicating land, as set out in the City's Subdivision Ordinance such that the total amount parkland actually dedicated combined with the fees paid in lieu of parkland dedication satisfy at least the minimum requirements of the McKinney Code.

H. AVAILABILITY OF WATER AND WASTEWATER SERVICE IN THE FUTURE

The CITY makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the CITY to supply water and wastewater services is subject to its contract with the North Texas Municipal Water District, a governmental agency and body politic and corporate, hereinafter referred to as "N.T.M.W.D.", and that this Agreement will only allow utilization of the CITY's water and wastewater system capacity when and if capacity is present and available from the N.T.M.W.D. Notwithstanding the foregoing, the CITY will supply the development on the Property with water supply and wastewater treatment capacity if such capacity is present and available from N.T.M.W.D. The CITY shall be the sole judge of the availability of such capacity of water supply and/or wastewater

services, provided, however, that the CITY will attempt to insure that said water supply and wastewater treatment capacity is available.

I. CITY DEVELOPMENT ORDINANCES

OWNER shall develop the Property in accordance with the standards as set forth in the City of McKinney's zoning, subdivision, and land development ordinances, including but not limited to provisions regarding drainage, erosion control, pro rata payments, storm water, tree preservation, park land dedication, hike and bike trails, impact fees as provided herein, Street Design Standards, Public Improvements Policy, Engineering Design Manual, and construction standards. The OWNER expressly acknowledges that by entering into this Agreement, the OWNER, its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any exhibits attached hereto as waiving any of the requirements of the CITY's Zoning Ordinance or Subdivision Ordinance or any other ordinance of the CITY, as applicable, save and except as otherwise specifically provided herein.

J. TREE ORDINANCE

OWNER expressly acknowledges the McKinney Tree Preservation Ordinance and the duty to develop the Property in accordance with the standards contained therein and any amendments to those standards.

K. STORMWATER

OWNER agrees to abide by all terms of the McKinney Storm Water Ordinance set out in Article IV, "Stormwater Management," of Chapter 130, "Land Development Regulations," of the McKinney Code, as amended.

L. PRO-RATA FEES

Off-site water and sewer facilities may be subject to either pro rata payments paid to third parties or reimbursements collected from third parties in accordance with City Ordinances. For any applicable off-site facilities in place as of the date of OWNER's development of the Property, the OWNER shall be responsible to pay applicable pro-rata fees in the amount of one-half ($\frac{1}{2}$) of the actual construction and engineering costs of up to a twelve-inch (12") diameter pipe if off-site facilities have been constructed adjacent to the Property by the CITY or any other party prior to the date hereof and the OWNER utilizes such facilities for the Property. If, however, the water or sewer facilities are bounded on both sides by the Property then the OWNER shall be responsible to pay applicable pro-rata fees in the full amount of the actual construction and engineering costs of up to a twelve-inch (12") diameter pipe if the OWNER utilizes such facilities. Should the OWNER construct off-site water and sewer facilities such that pro-rata fees are due to the OWNER, the CITY agrees to collect any fees due to the OWNER related to the

construction of the line(s) as those properties utilizing such facilities are developed during the period of ten (10) years after OWNER's installation of such off-site water and sewer facilities. The OWNER shall submit final construction costs to the CITY for approval prior to final acceptance of the improvements for use in determining pro-rata fees to be collected on behalf of the OWNER.

The OWNER shall not be required to pay pro-rata fees for any major transmission line(s) that may be constructed upon, through, under, across or adjacent to the Property that merely transport(s) water or wastewater to or from a treatment facility and to which line(s) OWNER is not permitted any right to tap or tie in to.

The CITY acknowledges and agrees that no pro-rata fees are due and owing by the OWNER at this time.

M. ROADWAY PROPORTIONALITY FEE

JEN TEXAS 22, LLC or JEN TEXAS 22, LLC's successor(s)-in-interest (including a builder-owner) (collectively the "JEN TEXAS Parties"), shall pay to the CITY a Roadway Proportionality Fee ("Proportionality Fee") for development of the approximately 613.359 acres of land out of the Property that is currently situated in the CITY's extraterritorial jurisdiction and identified herein as the ETJ Property, which Proportionality Fee represents a roughly proportional amount necessary to offset the roadway infrastructure capacity needs of the ETJ Property (the "Roadway Proportionality Fee"). The Roadway Proportionality Fee shall be the equivalent of the roadway impact fee assessed in the adjacent (abutting) roadway impact fee service area (or that service area nearest to the Property if not adjacent) in effect at the time of building permit and shall be paid at the time of issuance of any building permits for any improvements on the ETJ Property.

In accordance with the methodology and provisions of the CITY's roadway impact fee ordinance, JEN TEXAS 22 LLC shall receive reimbursements of Roadway Proportionality Fees actually collected by CITY for excess vehicle miles contributed by JEN TEXAS 22 LLC (as such compare to the amount of vehicle miles of demand the development on the entire Property creates) for right-of-way dedication and construction of on-site and adjacent roadways required by this Agreement on the ETJ Property. Such reimbursements shall be issued to JEN TEXAS 22 LLC only for construction of impact fee eligible system roadways, or roadways which become impact fee eligible system roadways, completed to CITY standards and accepted by the CITY. Upon completion by the OWNER and acceptance by the CITY of such on-site and adjacent roadways on the ETJ Property, the CITY shall issue credits to a credit pool in the JEN TEXAS 22 LLC's name that may be drawn down to pay the Fee attributable to roadways and/or roadway impact fees situated within the same roadway impact fee service area. Said credits shall not include the JEN TEXAS 22 LLC's individual costs for eminent domain, if any.

N. IMPACT FEES

1. Roadway Impact Fees.

- a. The ETJ Property. If the CITY's Impact Fee Capital Improvement Plan is updated and the ETJ Property is designated as falling within a specific roadway service area before the ETJ Property is fully developed, the JEN TEXAS Parties, shall pay roadway impact fees on the proposed development of the ETJ Property rather than paying the Roadway Proportionality Fee discussed in Paragraph M, herein above. In such event, roadway impact fees for the ETJ Property shall be charged in accordance with Ordinance No. 2020-12-091 as such ordinance may be amended in the future consistent with Chapter 395, Texas Local Government Code (the "Roadway Impact Fees"). Roadway Impact Fees shall be due upon the time established by the foregoing Ordinance save and except only to the extent any waiver of or variance from said Ordinance is granted by the CITY and is contained in this Agreement or a separate agreement between JEN TEXAS 22 LLC and CITY which agreement shall supersede and control.
- b. The In-City Property. Roadway impact fees for the In-City Property shall be charged in accordance with Ordinance No. 2020-12-091 as such ordinance may be amended in the future consistent with Chapter 395, Texas Local Government Code (the "Roadway Impact Fees"). Roadway Impact Fees shall be due upon the time established by the foregoing Ordinance save and except only to the extent any waiver of or variance from said Ordinance is granted by the CITY and is contained in a separate agreement between OWNER, or OWNER's successor(s)-in-interest (including a builder-owner) in the ownership of the In-City Property and CITY which agreement shall supersede and control.

2. Water and Wastewater Impact Fees.

- a. The ETJ Property. JEN TEXAS 22 LLC, or JEN TEXAS 22 LLC's successor(s)-in-interest (including a builder-owner) in the ownership of the ETJ Property shall also pay (at the time of building permit issuance) to the CITY a Water and Wastewater Impact Fee in an amount equivalent to the then existing fee charged for a particular use in accordance with the CITY's Water and Wastewater Impact Fee ordinance, Ordinance No. 2020-12-092, as such ordinance may be amended in the future consistent with Chapter 395, Texas Local Government Code. Water and Wastewater Impact Fees shall be due upon the time established by the foregoing Ordinance save and except only to the extent any waiver of or variance from said

Ordinance is granted by the CITY and is contained in this Agreement or a separate agreement between JEN TEXAS 22 LLC and CITY which agreement shall supersede and control.

- b. The In-City Property. OWNER, or OWNER's successor(s)-in-interest (including a builder-owner) in the ownership of the In-City Property shall also pay (at the time of building permit issuance) to the CITY a Water and Wastewater Impact Fee in an amount equivalent to the then existing fee charged for a particular use in accordance with the CITY's Water and Wastewater Impact Fee ordinance, Ordinance No. 2020-12-092, as such ordinance may be amended in the future consistent with Chapter 395, Texas Local Government Code. Water and Wastewater Impact Fees shall be due upon the time established by the foregoing Ordinance save and except only to the extent any waiver of or variance from said Ordinance is granted by the CITY and is contained in a separate agreement between OWNER, or OWNER's successor(s)-in-interest (including a builder-owner) in the ownership of the In-City Property and CITY which agreement shall supersede and control.

O. REIMBURSEMENTS OF AND CREDITS AGAINST ROADWAY PROPORTIONALITY FEES AND / OR ROADWAY IMPACT FEES

1. Roadway Proportionality Fees and/or Roadway Impact Fee Reimbursements and Credits for the Property

- a. The portion of Taylor Burke/CR 943 that JEN TEXAS 22 LLC is constructing pursuant to this Agreement is identified on the CITY's Master Plan and will be added to CITY's Impact Fee Roadway Improvement Plan with the next update therefor following the annexation of the ETJ Property into the CITY's corporate limits. In anticipation thereof, CITY hereby agrees to provide JEN TEXAS 22 LLC a combination of credits and reimbursements for the construction of such contributing roadway improvement as set out herein.
- b. JEN TEXAS 22 LLC shall receive credits for up to 3,411 vehicle miles or service unit equivalents of Roadway Proportionality Fees or Roadway Impact Fees ("Roadway Credits") actually collected by CITY from developers of and home-builders on lots within the Property in connection with the dedication and construction by JEN TEXAS 22 LLC of the four-lane section (approximately 4,374 linear feet) of Taylor Burke/CR 943 from Hardin Boulevard to Wilmeth, the two-lane section of Taylor Burke/CR 943 north of Wilmeth (approximately 2,084 linear feet), and the four-lane to two-lane transition section (approximately 869 linear feet of four lanes and

approximately 384 linear feet of two lanes) of Taylor Burke/CR 943 east of Hardin Boulevard, incorporating any necessary transitions, and being completed in strict accordance with the CITY's Subdivision Ordinance and associated development requirements and as required by Paragraph F.6. of this Agreement (the "Taylor Burke/CR 943 Project") and shown on **Exhibit "F."** The summary of Roadway Credits broken down per proposed residential use on the Property is as follows:

- (1) 1,888 vehicle miles worth of Roadway Credits designated for a cumulative total of 874 multi-family and "Special Residential" units (valued at \$4,475,754); and
- (2) 1,523 vehicle miles worth of Roadway Credits designated for 314 single-family lots (valued at \$1,407,976).

However, the Roadway Credits shall not be available to offset Roadway Proportionality Fees or Roadway Impact Fees associated with the permitting and development of the residential units on the Property until such time as the CITY final accepts the fully completed Taylor Burke/CR 943 Project constructed by JEN TEX 22 LLC.

- c. If development on the Property begins prior to the CITY's final acceptance of the fully completed Taylor Burke/CR 943 Project from JEN TEX 22 LLC, the CITY will collect Roadway Proportionality Fees or Roadway Impact Fees as development on the Property occurs.

- d. Roadway Fee Reimbursement for the 874 Multi-Family and "Special Residential" Units

- (1) Following CITY's final acceptance of the fully completed Taylor Burke/CR 943 Project, the CITY shall reimburse to JEN TEX 22 LLC that amount of Roadway Proportionality Fees or Roadway Impact Fees actually collected by CITY for multi-family and "Special Residential" units developed on the Property (the "Roadway Fees") through the date of such final acceptance (the "Initial Reimbursement") up to a cumulative total of 874 multi-family and "Special Residential" units having a cash value of approximately \$4,475,754 (the "Maximum Roadway Reimbursable"). CITY shall not be obligated to reimburse JEN TEX 22 LLC in advance for any Roadway Fees that CITY has not actually collected. In addition, in no event shall CITY ever be obligated to reimburse to JEN TEX 22 LLC any Roadway Fees in excess of the Maximum Roadway Reimbursable.

- (2) If all of the Roadway Fees have not yet been fully collected by CITY at the time of the Initial Reimbursement, the CITY will continue to collect Roadway Fees as development on the Property occurs until fully developed. Every six (6) months after date of the Initial Reimbursement the City will for a period of four (4) years upon the written request of JEN TEX 22 LLC reimburse to JEN TEX 22, LLC that amount of Roadway Fees actually collected by CITY during that six-month time period (the "Subsequent Reimbursements"). Again, CITY shall not be obligated to reimburse JEN TEX 22 LLC in advance for any Roadway Fees that CITY has not actually collected. In addition, in no event shall CITY ever be obligated to reimburse to JEN TEX 22 LLC any Roadway Fees in excess of the Maximum Roadway Reimbursable.

e. Roadway Fee Credits for the 314 Single-Family Lots

- (1) Following CITY's final acceptance of the fully completed Taylor Burke/CR 943 Project, the CITY shall also grant to JEN TEX 22 LLC 1,523 vehicle miles worth of Roadway Credits that will satisfy the Roadway Proportionality Fees or Roadway Impact Fees for the development of 314 single-family lots on the Property (the "Single-Family Credits").
- (2) JEN TEX 22 LLC shall have the right to use the Single-Family Credits as necessary within the Property. At the time of platting, JEN TEX 22 LLC will determine which lots within the Property should be benefited by the Single-Family Credits in JEN TEX 22 LLC's sole discretion, and shall inform the CITY of any such assignment in writing before any building permits are requested for the development of such platted lots.
- (3) JEN TEX 22 LLC shall also have the right to assign the Single-Family Credits to any other person or party for use within the Property provided that JEN TEX 22 LLC gives the CITY advance written notice of any such assignment. It is specifically understood and agreed that the Single-Family Credits cannot be used outside the boundaries of the Property and that the Single-Family Credits cannot be converted to a cash value and cannot be reimbursed to JEN TEX 22 LLC or any other person or party.

2. Wastewater Credits

- a. JEN TEX 22 LLC shall receive “Wastewater Credits” against Wastewater Impact Fees for the construction of the Oversize Sewer Utility Improvements upon, over and across a portion of the ETJ Property as shown on **Exhibit “H”** in an amount not to exceed One Million Two Hundred Seventy-Four Thousand Twenty-One Dollars and Nineteen Cents (\$1,274,021.19), which amount is equivalent to seven hundred seventy-five and forty-two/one hundredths (775.42) single-family homes based on the use of a ¾” diameter water meter.
- b. The Wastewater Credits shall only be attributable to single-family development on the Property.
- c. JEN TEX 22 LLC shall have the right to use the Wastewater Credits for single-family development as necessary within the Property. At the time of platting, JEN TEX 22 LLC will determine which lots within the Property should be benefited by the Wastewater Credits in JEN TEX 22 LLC's sole discretion. JEN TEX 22 LLC shall thereafter provide the CITY advance written notice of any assignment of such Wastewater Credits to any third-party.
- d. However, the Wastewater Credits shall not be available for use until such time as the CITY final accepts the fully completed Oversize Sewer Utility Improvements constructed by JEN TEX 22 LLC in strict accordance with the City's requirements and as shown on **Exhibit “H.”**

P. STREET TREES AND SCREENING AND BUFFERING

In an effort to accommodate the planting of trees within the parkway throughout the Property and to further address the trees to be used in screening and buffering single-family lots, the PARTIES hereby agree that the location, size, and species of trees required for single family residential lot, streetscape, and screening and buffering trees on the Property shall be planted as depicted and described in **Exhibits “G,” “J,” and “K”** attached hereto and incorporated herein by reference for all purposes allowed by law, rather than in compliance with McKinney Code § 142-106 and Section 7 of the CITY's Engineering Design Manual. To the extent that **Exhibit “G”** and/or **Exhibit “J”** and/or **Exhibit “K”** conflicts with McKinney Code § 142-105 or Section 7 of the CITY's Engineering Design Manual, the provisions of **Exhibits “G,” “J” and/or “K”** shall control. Otherwise, McKinney Code § 142-105 and Section 7 of the CITY's Engineering Design Manual remain in full force and control development within, about, and throughout the Property.

Q. NO WAIVER

OWNER expressly acknowledges that by entering into this Agreement, OWNER, its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any exhibits as waiving any of the requirements of the Zoning Ordinance or Subdivision Ordinance or any other ordinance of the CITY except as herein specifically agreed.

R. VARIANCES

It is expressly acknowledged that only those variances to the Zoning Ordinance and Subdivision Ordinance or other applicable CITY ordinances stipulated in Paragraphs D.5, F.1, F.3, F.6, G, M, and O and attached **Exhibit "L,"** if any, are granted by CITY for this subdivision and/or development.

S. RELATIONSHIP TO ROADWAY AND SEWER/WATER IMPACT FEES AND WAIVER OF CLAIMS.

The OWNER has been represented by legal counsel in the negotiation of this Agreement and been advised, or has had the opportunity to have legal counsel review this Agreement and advise the OWNER, regarding the OWNER's rights under Texas and federal law. The OWNER hereby waives any requirement that the CITY retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the CITY as a condition of approval for the development of this Property are roughly proportional or roughly proportionate to the proposed development's anticipated impact. (These exactions may include but are not limited to the making of dedications or reservations of land, the payment of fees, the construction of facilities, and the payment of construction costs for public facilities.) The OWNER specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with Tex. Loc. Gov't Code § 212.904. However, notwithstanding the foregoing, the OWNER hereby releases the City from any and all liability under Tex. Loc. Gov't Code § 212.904 regarding or related to the cost of those municipal infrastructure improvements required for the development of the Property.

It is the intent of this Agreement that the provision for roadway and utility improvements made herein constitutes a proportional financial allocation of the OWNER's responsibility for roadway and utility improvements for its Property and that the financial contribution, including the proportionality fee and in-kind construction of improvements made by the OWNER pursuant to this Agreement, are necessary and attributable to development of the Property. The financial obligation of the DEVELOPER herein set forth shall relieve the OWNER of any obligation for roadway and water/sewer impact fees for the Property unless impact fees are applicable to this Property, or as otherwise provided herein above. The OWNER further waives any

statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Tex. Loc. Gov't. Code, any federal constitutional claims, and any claims for reimbursement under any existing or future impact fee ordinances of the City of McKinney to the extent such claims are based on the OWNER's dedication, construction, or payment obligations under this Agreement. The OWNER further releases the CITY from any and all claims based on excessive or illegal exactions; it being agreed that the amount of the OWNER's infrastructure contribution proportionality fee (after receiving all contractual offsets, credits, and reimbursements) is roughly proportional to the demand that is placed on the CITY's roadway and utility systems by OWNER's development. The OWNER further acknowledges that the benefits of annexation, zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and the OWNER acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. The OWNER shall indemnify and hold harmless the CITY from and against any claims and suits of any third parties, including but not limited to OWNER's successors, assigns, grantees, vendors, trustees, or representatives, brought solely pursuant to this Agreement and/or asserting the claims or types of claims described in this paragraph.

T. ENFORCEMENT OF OWNER's OBLIGATIONS

In the event OWNER fails to comply with any of the provisions of this Agreement following sixty (60) days' written notice and opportunity to cure, CITY shall be authorized to issue a stop work order for all development activity on the Property and/or withhold the issuance of all further development permits, inspections, green tags, and approvals including, but not limited to, final green tags and certificates of occupancy for the Phase of the Property involved until such time as OWNER cures such non-compliance. In addition, CITY is specifically authorized to file this instrument in the records of Collin County as a Mechanic's Lien against OWNER's Property and, in the alternative, levy an assessment against OWNER's Property for Public Improvements to be held as a tax lien against the Property it being understood that this Agreement is binding on the CITY and the OWNER and on their respective successors and assigns for the term of the Agreement in accordance with Texas Local Government Code § 212.172(f). Pursuant to Section 212.172(f), Texas Local Government Code, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a **fully developed and improved lot** within the Property, except for land use and development regulations that may apply to a specific lot.

U. CONTINUITY

This Agreement shall be a covenant running with the land, and be binding upon OWNER, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

V. NOTICES

All Notices shall be in writing, shall be signed by or on behalf of the PARTY giving the Notice, and shall be effective as follows: (a) on or after the 3rd business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by E-mail; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail (with a confirming copy sent by E-mail). All notices required by this Agreement to be given to the OWNER in connection with the ETJ Property are only required to be given to **Jen Texas 22 LLC** and Oxland Advisors, LLC. All Notices given pursuant to this section shall be addressed as follows:

To OWNER: JEN Texas 22, LLC
 Attn: Mike Brady and Adam Peterson
 680 5th Avenue, 25th Floor
 New York, NY 10019
 E-MAIL: mbrady@jenpartners.com
 E-MAIL: apeterson@jenpartners.com

Oxland Advisors, LLC
Attn: Tom Woliver
5700 Tennyson Pkwy, STE 300
Plano, Tx 75024
E-MAIL: tom@oxlandadvisors.com

GBRK EDGEWOOD LLC
Attn: Jed Dolson and Bobby Samuel
2805 Dallas Parkway, Suite 400
Plano, Tx 75093
E-MAIL: bsamuel@greenbrickpartners.com
E-MAIL: Jdolson@greenbrickpartners.com

PAINTED TREE 607 – MCKINNEY, L.P.
Attn: Jason Saito
4835 LBJ Freeway, Suite 700
Dallas, Tx 75244
E-MAIL: jsaito@hearthstone.com

To the CITY: City of McKinney
 Attn: City Manager
 P.O. Box 517
 222 N. Tennessee Street

McKinney, Texas 75069
E-MAIL: pgrimes@mckinneytexas.org

The PARTIES will have the right from time to time to change their respective addresses upon written notice to the other PARTY given as provided above. 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.

W. ENTIRE AGREEMENT

This Agreement and the annexation services agreement PARTIES governing the ETJ Property constitute the entire Agreement between the PARTIES relative to the subject matter hereof. There have not been and are no agreements, covenants, representations, or warranties among the PARTIES, either oral or written, relative to such subject matter other than those expressly stated or provided for herein.

X. PARTIES BOUND/PROPERTY BENEFITED

This Agreement shall be binding upon and inure to the benefit of the authorized successors and/or assigns of the PARTIES. The PARTIES hereto acknowledge that each has entered into this Agreement willingly and that each PARTY has equal bargaining powers. Neither PARTY has been coerced or has acted under duress.

Y. ASSIGNABILITY

This Agreement is specific to the OWNER identified on Page 1, above, and shall not be assignable by OWNER without the prior written consent of the CITY, which consent shall not be unreasonably withheld, conditioned or delayed.

Z. TERMINATION AND RELEASE

Upon satisfactory completion by OWNER and final acceptance by CITY of all requirements of this Agreement, this Agreement shall terminate and CITY will execute a release of covenant to OWNER, its heirs, successors, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future. This Agreement shall not terminate until the requirements of all parties have been fulfilled.

AA. APPLICABLE LAW; VENUE

This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the PARTIES are performable in Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court.

BB. COUNTERPART ORIGINALS

This Agreement may be executed in multiple counterpart originals, each of which shall have equal dignity and effect.

CC. NO THIRD-PARTY BENEFICIARIES

This Agreement only inures to the benefit of, and may only be enforced by, the PARTIES. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

DD. CONFLICT OF INTEREST

DEVELOPER covenants and agrees that DEVELOPER and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by DEVELOPER pursuant to this Agreement will be conducted by employees, associates, or subcontractors of DEVELOPER.

DEVELOPER shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time DEVELOPER submits this signed Agreement to CITY, and as follows:

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

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

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

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

EE. GENERAL PROVISIONS

1. OWNER hereby relieves CITY of any responsibilities for any inadequacies in the preliminary plans, exhibits and cost estimate supplied for the purpose of this Agreement, and further agrees that OWNER will comply with CITY'S Subdivision Regulations, Street Design Standards, Public Improvements Policy and any other applicable policies, rules, regulations, and ordinances of CITY regarding development of the Property.
2. OWNER agrees that construction shall not begin on any proposed improvements to the Property prior to City Council approval of this Agreement.
3. OWNER agrees that all coordination required with public and/or private utility agencies to eliminate conflicts with proposed street grades or underground improvements shall be the responsibility of OWNER. Likewise, coordination with agencies requiring special conditions (i.e., railroads and the Texas Department of Transportation) shall be the responsibility of OWNER.
4. It is understood that any obligation on the part of the CITY to make any refunds with respect to infrastructure improvements constructed within the Property shall cease, with respect to such improvements, on the fourth (4th) anniversary after the improvements are completed, inspected, and accepted by the CITY. Such 4-year period may be extended for good cause and agreed to in writing by the CITY and the OWNER.
5. This Agreement does not constitute a "permit" under Chapter 245 of the Texas Local Government Code and no "rights" are vested by this Agreement; however, nothing in this Agreement shall constitute a waiver by OWNER of any rights of OWNER under said Chapter 245 to the extent only that such rights may vest through some other application not related to the annexation of the Property.
6. All exhibits attached to this Agreement are incorporated herein by reference for all pertinent purposes allowed by law as though fully copied and set forth at length. Full-size versions of the exhibits attached to this Agreement may be found in the office of the Director of Engineering and/or the office of the Director of Planning.

CITY OF MCKINNEY

By: _____
PAUL G. GRIMES
City Manager

Date Signed: _____

ATTEST:

EMPRESS DRANE
City Secretary
JOSHUA STEVENSON
Deputy City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

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 CITY's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 2021.

Notary Public _____ County, Texas
My commission expires _____

JEN TEXAS 22 LLC, a Texas limited liability company

By: Michael W Brady

By: MICHAEL W. BRADY

Name: _____

Title: V.P.

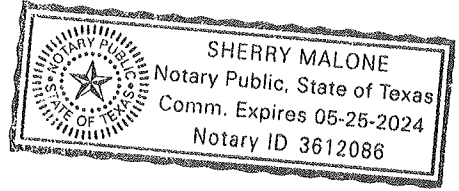
Date Signed: 6-25-2021

THE STATE OF TEXAS,
COUNTY OF Collin

This instrument was acknowledged before me on the 25th day of June, 2021, by MICHAEL W. BRADY, in his capacity as V.P. of **JEN TEXAS 22 LLC**, 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 Michael W. Brady, is the V.P. of Jen Texas 22 LLC, a Texas Limited Partnership and that he executed the same on behalf of and as the act of **JEN TEXAS 22 LLC**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 25th DAY OF June, 2021.

Sherry Malone
Notary Public _____ County, Texas
My commission expires _____



PAINTED TREE 607 – MCKINNEY, L.P., a Delaware limited partnership

By: Cal Hearthstone PBLO GP, LLC
a Delaware limited liability company
General Partner

By: Cal Hearthstone Public Builder Lot
Option, LLC
a Delaware limited liability company
Sole Member

By: _____
Name: Steven C. Porath
Title: Authorized Person

Date Signed: 6.25.2021

THE STATE OF _____,
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, in his capacity as _____ of **PAINTED TREE 607 – MCKINNEY, L.P.** a Delaware limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ is the _____ of _____, a _____, and that he executed the same on behalf of and as the act of **PAINTED TREE 607 – MCKINNEY, L.P.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2021.

Notary Public _____ County, _____
My commission expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On June 25, 2021 before me, Karen S. Hornback, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steven C. Borath
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karen S. Hornback
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

GRBK EDGEWOOD LLC, a Texas limited liability company

By: _____

By: [Signature]
Name: Bobby Samuel
Title: Vice President

Date Signed: 6/25/2021

THE STATE OF TEXAS,
COUNTY OF Collin

This instrument was acknowledged before me on the 25 day of June, 2021, by Bobby Samuel, in his capacity as Vice President of **GRBK EDGEWOOD LLC**, 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 Bobby Samuel, is the Vice President of GRBK Edgewood, a ~~Texas limited liability company~~ and that he executed the same on behalf of and as the act of **GRBK EDGEWOOD LLC**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 25 DAY OF June, 2021.

[Signature] Notary Public Collin County, Texas
My commission expires 4/1/2022



Exhibit "A"

Depiction and Description of "Property" (in its Entirety)

(Containing Approximately 1,272.535 Acres of Land)

(Consisting of the following 18 pages.)

OVERALL AREA

BEING a tract of land situated in the A. Stapp Survey, Abstract No. 833, the W. Butler Survey, Abstract No. 87, the J. McGarrah Survey, Abstract No. 572, and the W. Hunt Survey, Abstract No. 450, in the City of McKinney, Collin County, Texas, being part of a tract conveyed to Jen Texas 22 LLC by deed recorded in Document No. 20200904001497270 of the Deed Records, Collin County, Texas (DRCCT), and being part of another tract conveyed to same, by deed recorded in Document No. 20210318000545970 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod found on the north line of U.S. Highway 380, a variable width public right-of-way, for the southwest corner of a tract conveyed to Darrell and Karen Lewis, recorded in Document No. 20190225000191880 DRCCT;

THENCE N 87°41'02" W, 89.10 feet along the north line of said highway;

THENCE N 86°03'12" W, 214.95 feet continuing along the north line of said highway to a 5/8" iron rod found for the southeast corner of the B and L Cox Addition, recorded in Cabinet 2018, Page 734, and in Cabinet 2018, Page 611, Plat Records, Collin County, Texas (PRCCT);

THENCE along the common line thereof, the following:

N 01°23'08" E, passing at 247.17 feet a 1/2" iron rod with plastic cap found for a lot corner, continuing a total distance of 361.93 feet;

N 01°29'18" E, 361.10 feet to a 60d nail found;

N 01°07'28" E, 225.87 feet to a point from which a 5/8" iron rod with plastic cap found bears N 79°37'44" W, 1.47 feet;

N 88°15'47" W, 551.43 feet to a 1/2" iron rod found;

N 01°43'23" E, 146.42 feet to a 1/2" iron rod found;

And N 70°53'48" W, 99.42 feet to a 1/2" iron rod with plastic cap found on a southeasterly line of Phase 1 Highridge Addition, recorded in Cabinet L, Page 868 PRCCT;

THENCE along the common line of Phase 1 Highridge Addition, the following:

N 19°06'12" E, 168.71 feet to a 1/2" iron rod with plastic cap found;

N 70°53'48" W, 44.28 feet to a 1/2" iron rod found;
N 19°06'12" E, 220.00 feet to a 1/2" iron rod with plastic cap found;
S 70°53'48" E, 46.33 feet to a 1/2" iron rod with plastic cap found;
N 19°06'12" E, 320.00 feet to a 1/2" iron rod with plastic cap found;
N 70°53'48" W, 39.17 feet to a 1/2" iron rod with plastic cap found;
N 19°06'12" E, 105.39 feet to a 1/2" iron rod with plastic cap found;
N 70°53'48" W, 73.54 feet to a 1/2" iron rod found;
N 19°06'12" E, 249.90 feet to a 1/2" iron rod with plastic cap found;
N 70°53'48" W, 334.73 feet to a point in a tree;
N 19°06'12" E, 34.72 feet;
N 70°53'48" W, 255.74 feet to a 1/2" iron rod with plastic cap found;

And N 88°15'14" W, 772.54 feet to a 5/8" iron rod with plastic cap found on the east line of Lake Forest Drive, a variable width public right-of-way (also known as Farm to Market Road 1461), the adjoining portion thereof conveyed by a Judgment in Absence of Objection, to the City of McKinney, and being recorded in Document No. 20100427000412530 DRCCT;

THENCE N 01°33'03" E, 796.26 feet along the east line thereof;

THENCE N 00°01'37" E, 88.19 feet continuing along the east line of said right-of-way to a 1/2" iron rod with plastic cap found for the south end of a corner clip being the intersection thereof with the south line of Summit View Drive, a 60-foot right-of-way created by the final plat of Lot 1, Block A, McKinney Fire Station Number 9 Addition, recorded in Cabinet 2018, Page 432 PRCCT;

THENCE N 45°01'57" E, 27.81 feet along said corner clip to a 1/2" iron rod with plastic cap found for the north end thereof;

THENCE S 89°58'03" E, 330.00 feet along the south line of Summit View Drive to a 1/2" iron rod with plastic cap found;

THENCE N 00°01'55" E, along the east line of said right-of-way, passing at 60.00 feet a 1/2" iron rod with plastic cap found for the northeast corner thereof and being the southeast line of Lot 1, and continuing along the east line thereof a total distance of 371.72 feet to a 1/2" iron rod with plastic cap found;

THENCE N 89°58'05" W, 349.70 feet along the north line of Lot 1 to a 1/2" iron rod with plastic cap found on the east line of said Lake Forest Drive right-of-way;

THENCE along the east line of said right-of-way dedication, the following:

N 00°01'37" E, 515.64 feet to a 1/2" iron rod with plastic cap found;

A tangent curve to the left having a central angle of 13°38'39", a radius of 1110.00 feet, a chord of N 06°47'42" W - 263.71 feet, an arc length of 264.33 feet to a 1/2" iron rod with plastic cap found;

N 13°37'02" W, 8.66 feet to a 1/2" iron rod with plastic cap found;

N 00°01'12" E, 131.72 feet to a 5/8" iron rod with plastic cap found;

A non-tangent curve to the left having a central angle of 29°15'55", a radius of 617.99 feet, a chord of N 14°36'48" W - 312.23 feet, an arc length of 315.65 feet to a 1/2" iron rod with plastic cap found;

N 29°14'46" W, 86.51 feet to a 1/2" iron rod with plastic cap found;

N 13°33'46" W, 1056.42 feet to a 1/2" iron rod with plastic cap found;

A tangent curve to the right having a central angle of 12°50'14", a radius of 990.00 feet, a chord of N 07°08'39" W - 221.35 feet, an arc length of 221.81 feet to a 1/2" iron rod with plastic cap found;

N 00°43'32" W, 673.52 feet to a 1/2" iron rod with plastic cap found;

Aa tangent curve to the left having a central angle of 06°53'00", a radius of 5789.58 feet, a chord of N 04°10'02" W - 695.12 feet, an arc length of 695.54 feet;

N 07°36'32" W, 579.45 feet to a 1/2" iron rod with plastic cap found;

A tangent curve to the right having a central angle of 07°49'00", a radius of 5669.58 feet, a chord of N 03°42'02" W - 772.88 feet, an arc length of 773.48 feet to a 1/2" iron rod with plastic cap found;

N 00°12'28" E, 966.30 feet to a 1/2" iron rod with plastic cap found;

A tangent curve to the right having a central angle of 01°25'00", a radius of 990.00 feet, a chord of N 00°54'58" E - 24.48 feet, an arc length of 24.48 feet to a 1/2" iron rod with plastic cap found;

N 06°13'15" E, 192.95 feet to a 1/2" iron rod with plastic cap found;

And N 02°42'28" E, 140.66 feet to a 1/2" iron rod with plastic cap found for the south end of a corner clip being the intersection of Lake Forest Drive with the south line of Bloomdale Road, a public right-of-way (also known as County Road 164);

THENCE along said corner clip, around a tangent curve to the right having a central angle of $86^{\circ}26'05''$, a radius of 66.00 feet, a chord of N $45^{\circ}55'31''$ E - 90.39 feet, an arc length of 99.57 feet to an "X" found in concrete;

THENCE N $89^{\circ}08'34''$ E, 469.15 feet along the south line of said dedication to a MAG nail found;

THENCE N $89^{\circ}58'06''$ E, 200.00 feet continuing along the south line of said dedication to a 1/2" iron rod with plastic cap found;

THENCE N $00^{\circ}01'54''$ W, 112.43 feet along the east line of said dedication to a PK nail found for the northeast corner thereof, being in the approximate center of Bloomdale Road;

THENCE along Bloomdale Road, the following:

N $89^{\circ}58'01''$ E, 3237.07 feet to a 1/2" iron rod found at the intersection of Bloomdale Road and County Road 943, a public right-of-way, for the northwest corner of said Joplin Partners, Ltd.;

N $88^{\circ}36'35''$ E, 794.43 feet;

And N $88^{\circ}56'40''$ E, 536.48 feet;

THENCE S $00^{\circ}42'57''$ W, 1522.58 feet into said Joplin Partners to a point for corner;

THENCE S $89^{\circ}32'11''$ W, 28.41 feet through said Joplin Partners to a 1/2" iron rod found on the outside of a bend in County Road 943 for the northeast corner of said Coats tract;

THENCE along County Road 943, the following:

S $08^{\circ}33'13''$ W, 1820.44 feet;

S $12^{\circ}31'28''$ E, passing at 59.67 feet a MAG nail found, continuing a total distance of 302.77 feet to an "X" found in concrete;

S $00^{\circ}18'24''$ E, 1696.03 feet to a 1/2" iron rod found;

And N $89^{\circ}38'31''$ E, 3462.19 feet to a MAG nail found for the intersection of County Road 943 with the west line of Hardin Boulevard, a variable width right-of-way, for the northwest corner of the right-of-way portion thereof conveyed by deed recorded in Volume 5568, Page 4578 DRCCT;

THENCE along the west line of said right-of-way dedication, the following:

S $00^{\circ}08'27''$ E, 112.85 feet to a 5/8" iron rod found;

N $89^{\circ}51'33''$ E, 52.47 feet to a 1/2" iron rod found;

A tangent curve to the right having a central angle of $56^{\circ}27'51''$, a radius of 67.00 feet, a chord of S $61^{\circ}54'32''$ E - 63.39 feet, an arc length of 66.03 feet to a 1/2" iron rod with plastic cap found;

S 09°32'09" E, 65.38 feet to a 1/2" iron rod with plastic cap found;

S 01°12'00" E, 695.07 feet;

A tangent curve to the right having a central angle of 51°15'04", a radius of 1790.00 feet, a chord of S 24°25'32" W - 1548.31 feet, an arc length of 1601.16 feet;

And S 50°03'04" W, 1218.82 feet to a point for the northeast corner of Heritage Bend, an addition recorded in Cabinet 2006, Page 547 PRCCT, from said point a 1/2" iron rod with plastic cap found bears S 50°12'44" W, 1.47 feet;

THENCE along the common line of Heritage Bend, the following:

N 89°21'12" W, 865.49 feet;

N 89°29'09" W, 253.70 feet;

N 01°38'21" W, 352.03 feet;

N 01°51'44" E, 85.73 feet;

S 74°55'49" W, 300.71 feet;

S 71°37'34" W, 200.06 feet;

S 71°02'35" W, 147.56 feet;

S 04°34'54" W, 154.05 feet;

S 40°24'16" W, 142.89 feet;

N 89°31'34" W, 116.12 feet;

S 02°41'58" E, 169.11 feet;

N 88°54'05" W, 33.07 feet;

S 06°52'05" E, 54.29 feet;

S 01°10'56" W, 600.45 feet;

S 02°33'05" W, 300.00 feet;

And S 01°10'57" W, 293.17 feet to a 5/8" iron rod found for a northeasterly corner of a tract conveyed to Hardin-380 McKinney, LP, recorded in Document No. 20180202000139820 DRCCT;

THENCE N 88°34'48" W, 469.20 feet along the north line thereof to the northeast corner of another tract conveyed to Darrell and Karen Lewis, recorded in Document No. 20190225000191880 DRCCT;

THENCE N 88°36'01" W, 494.02 feet continuing along the north line thereof;

THENCE N 88°15'18" W, 166.63 feet to the northeast corner of a tract conveyed to H.R. Lewis, recorded in Document No. 91-0070268 DRCCT;

THENCE N 89°58'32" W, 290.94 feet along the north line thereof;

THENCE N 89°35'20" W, 70.46 feet to the northeast corner of the first mentioned Darrell and Karen Lewis tract;

THENCE along the common line thereof, the following:

S 89°39'20" W, 411.68 feet;

N 88°28'11" W, 373.98 feet;

N 89°28'52" W, 191.57 feet to a 1/2" iron rod found;

S 01°50'07" W, 134.14 feet;

S 02°33'34" W, passing at 255.11 feet a 1/2" iron rod with plastic cap found, a total distance of 349.46 feet;

And S 03°19'32" W, 272.64 feet to the POINT OF BEGINNING with the subject tract containing 54,447,368 square feet or 1249.940 acres of land.

TRACT 1

BEING a tract of land situated in the A. Stapp Survey, Abstract No. 833, the W. Butler Survey, Abstract No. 87, the J. McGarrah Survey, Abstract No. 572, and the W. Hunt Survey, Abstract No. 450, in the City of McKinney, Collin County, Texas, being part of a tract conveyed to Jen Texas 22 LLC by deed recorded in Document No. 20200904001497270 of the Deed Records, Collin County, Texas (DRCCT), and being part of another tract conveyed to same, by deed recorded in Document No. 20210318000545970 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod found on the north line of U.S. Highway 380, a variable width public right-of-way, for the southwest corner of a tract conveyed to Darrell and Karen Lewis, recorded in Document No. 20190225000191880 DRCCT;

THENCE N 87°41'02" W, 89.10 feet along the north line of said highway;

THENCE N 86°03'12" W, 214.95 feet continuing along the north line of said highway to a 5/8" iron rod found for the southeast corner of the B and L Cox Addition, recorded in Cabinet 2018, Page 734, and in Cabinet 2018, Page 611, Plat Records, Collin County, Texas (PRCCT);

THENCE along the common line thereof, the following:

N 01°23'08" E, passing at 247.17 feet a 1/2" iron rod with plastic cap found for a lot corner, continuing a total distance of 361.93 feet;

N 01°29'18" E, 361.10 feet to a 60d nail found;

N 01°07'28" E, 225.87 feet to a point from which a 5/8" iron rod with plastic cap found bears N 79°37'44" W, 1.47 feet;

N 88°15'47" W, 551.43 feet to a 1/2" iron rod found;

N 01°43'23" E, 146.42 feet to a 1/2" iron rod found;

And N 70°53'48" W, 99.42 feet to a 1/2" iron rod with plastic cap found on a southeasterly line of Phase 1 Highridge Addition, recorded in Cabinet L, Page 868 PRCCT;

THENCE along the common line of Phase 1 Highridge Addition, the following:

N 19°06'12" E, 168.71 feet to a 1/2" iron rod with plastic cap found;

N 70°53'48" W, 44.28 feet to a 1/2" iron rod found;

N 19°06'12" E, 220.00 feet to a 1/2" iron rod with plastic cap found;

S 70°53'48" E, 46.33 feet to a 1/2" iron rod with plastic cap found;

N 19°06'12" E, 320.00 feet to a 1/2" iron rod with plastic cap found;

N 70°53'48" W, 39.17 feet to a 1/2" iron rod with plastic cap found;

N 19°06'12" E, 105.39 feet to a 1/2" iron rod with plastic cap found;

N 70°53'48" W, 73.54 feet to a 1/2" iron rod found;

N 19°06'12" E, 249.90 feet to a 1/2" iron rod with plastic cap found;

N 70°53'48" W, 334.73 feet to a point in a tree;

N 19°06'12" E, 34.72 feet;

N 70°53'48" W, 255.74 feet to a 1/2" iron rod with plastic cap found;

And N 88°15'14" W, 772.54 feet to a 5/8" iron rod with plastic cap found on the east line of Lake Forest Drive, a variable width public right-of-way (also known as Farm to Market Road 1461), the adjoining portion thereof conveyed by a Judgment in Absence of Objection, to the City of McKinney, and being recorded in Document No. 20100427000412530 DRCCT;

THENCE N 01°33'03" E, 796.26 feet along the east line thereof;

THENCE N 00°01'37" E, 88.19 feet continuing along the east line of said right-of-way to a 1/2" iron rod with plastic cap found for the south end of a corner clip being the intersection thereof with the south line of Summit View Drive, a 60-foot right-of-way created by the final plat of Lot 1, Block A, McKinney Fire Station Number 9 Addition, recorded in Cabinet 2018, Page 432 PRCCT;

THENCE N 45°01'57" E, 27.81 feet along said corner clip to a 1/2" iron rod with plastic cap found for the north end thereof;

THENCE S 89°58'03" E, 330.00 feet along the south line of Summit View Drive to a 1/2" iron rod with plastic cap found;

THENCE N 00°01'55" E, along the east line of said right-of-way, passing at 60.00 feet a 1/2" iron rod with plastic cap found for the northeast corner thereof and being the southeast line of Lot 1, and continuing along the east line thereof a total distance of 371.72 feet to a 1/2" iron rod with plastic cap found;

THENCE N 89°58'05" W, 349.70 feet along the north line of Lot 1 to a 1/2" iron rod with plastic cap found on the east line of said Lake Forest Drive right-of-way;

THENCE along the east line of said right-of-way dedication, the following:

N 00°01'37" E, 515.64 feet to a 1/2" iron rod with plastic cap found;

A tangent curve to the left having a central angle of 13°38'39", a radius of 1110.00 feet, a chord of N 06°47'42" W - 263.71 feet, an arc length of 264.33 feet to a 1/2" iron rod with plastic cap found;

N 13°37'02" W, 8.66 feet to a 1/2" iron rod with plastic cap found;

N 00°01'12" E, 131.72 feet to a 5/8" iron rod with plastic cap found;

A non-tangent curve to the left having a central angle of 29°15'55", a radius of 617.99 feet, a chord of N 14°36'48" W - 312.23 feet, an arc length of 315.65 feet to a 1/2" iron rod with plastic cap found;

N 29°14'46" W, 86.51 feet to a 1/2" iron rod with plastic cap found;

N 13°33'46" W, 1056.42 feet to a 1/2" iron rod with plastic cap found;

A tangent curve to the right having a central angle of 12°50'14", a radius of 990.00 feet, a chord of N 07°08'39" W - 221.35 feet, an arc length of 221.81 feet to a 1/2" iron rod with plastic cap found;

N 00°43'32" W, 673.52 feet to a 1/2" iron rod with plastic cap found;

A tangent curve to the left having a central angle of 06°53'00", a radius of 5789.58 feet, a chord of N 04°10'02" W - 695.12 feet, an arc length of 695.54 feet;

N 07°36'32" W, 579.45 feet to a 1/2" iron rod with plastic cap found;

A tangent curve to the right having a central angle of 07°49'00", a radius of 5669.58 feet, a chord of N 03°42'02" W - 772.88 feet, an arc length of 773.48 feet to a 1/2" iron rod with plastic cap found;

N 00°12'28" E, 966.30 feet to a 1/2" iron rod with plastic cap found;

A tangent curve to the right having a central angle of 01°25'00", a radius of 990.00 feet, a chord of N 00°54'58" E - 24.48 feet, an arc length of 24.48 feet to a 1/2" iron rod with plastic cap found;

N 06°13'15" E, 192.95 feet to a 1/2" iron rod with plastic cap found;

And N 02°42'28" E, 140.66 feet to a 1/2" iron rod with plastic cap found for the south end of a corner clip being the intersection of Lake Forest Drive with the south line of Bloomdale Road, a public right-of-way (also known as County Road 164);

THENCE along said corner clip, around a tangent curve to the right having a central angle of 86°26'05", a radius of 66.00 feet, a chord of N 45°55'31" E - 90.39 feet, an arc length of 99.57 feet to an "X" found in concrete;

THENCE N 89°08'34" E, 469.15 feet along the south line of said dedication to a MAG nail found;

THENCE N 89°58'06" E, 200.00 feet continuing along the south line of said dedication to a 1/2" iron rod with plastic cap found;

THENCE N 00°01'54" W, 112.43 feet along the east line of said dedication to a PK nail found for the northeast corner thereof, being in the approximate center of Bloomdale Road;

THENCE N 89°58'01" E, 1336.38 feet along Bloomdale Road to a point for corner;

THENCE departing said right-of-way, the following:

S 35°59'45" W, 1999.17 feet;

S 53°24'46" E, 448.92 feet;

S 10°53'23" W, 282.81 feet;

S 30°35'59" E, 514.32 feet;

N 89°43'12" E, 3233.72 feet;

And N 84°33'34" E, 398.74 feet to a point in County Road 943;

THENCE along County Road 943, the following:

S 08°33'13" W, 749.12 feet;

S 12°31'28" E, passing at 59.67 feet a MAG nail found, continuing a total distance of 302.77 feet to an "X" found in concrete;

S 00°18'24" E, 1696.03 feet to a 1/2" iron rod found;

And N 89°38'31" E, 3462.19 feet to a MAG nail found for the intersection of County Road 943 with the west line of Hardin Boulevard, a variable width right-of-way, for the northwest corner of the right-of-way portion thereof conveyed by deed recorded in Volume 5568, Page 4578 DRCCT;

THENCE along the west line of said right-of-way dedication, the following:

S 00°08'27" E, 112.85 feet to a 5/8" iron rod found;

N 89°51'33" E, 52.47 feet to a 1/2" iron rod found;

A tangent curve to the right having a central angle of 56°27'51", a radius of 67.00 feet, a chord of S 61°54'32" E - 63.39 feet, an arc length of 66.03 feet to a 1/2" iron rod with plastic cap found;

S 09°32'09" E, 65.38 feet to a 1/2" iron rod with plastic cap found;

S 01°12'00" E, 695.07 feet;

A tangent curve to the right having a central angle of 51°15'04", a radius of 1790.00 feet, a chord of S 24°25'32" W - 1548.31 feet, an arc length of 1601.16 feet;

And S 50°03'04" W, 1218.82 feet to a point for the northeast corner of Heritage Bend, an addition recorded in Cabinet 2006, Page 547 PRCCT, from said point a 1/2" iron rod with plastic cap found bears S 50°12'44" W, 1.47 feet;

THENCE along the common line of Heritage Bend, the following:

N 89°21'12" W, 865.49 feet;

N 89°29'09" W, 253.70 feet;

N 01°38'21" W, 352.03 feet;

N 01°51'44" E, 85.73 feet;

S 74°55'49" W, 300.71 feet;

S 71°37'34" W, 200.06 feet;

S 71°02'35" W, 147.56 feet;

S 04°34'54" W, 154.05 feet;

S 40°24'16" W, 142.89 feet;

N 89°31'34" W, 116.12 feet;

S 02°41'58" E, 169.11 feet;

N 88°54'05" W, 33.07 feet;

S 06°52'05" E, 54.29 feet;

S 01°10'56" W, 600.45 feet;

S 02°33'05" W, 300.00 feet;

And S 01°10'57" W, 293.17 feet to a 5/8" iron rod found for a northeasterly corner of a tract conveyed to Hardin-380 McKinney, LP, recorded in Document No. 20180202000139820 DRCCT;

THENCE N 88°34'48" W, 469.20 feet along the north line thereof to the northeast corner of another tract conveyed to Darrell and Karen Lewis, recorded in Document No. 20190225000191880 DRCCT;

THENCE N 88°36'01" W, 494.02 feet continuing along the north line thereof;

THENCE N 88°15'18" W, 166.63 feet to the northeast corner of a tract conveyed to H.R. Lewis, recorded in Document No. 91-0070268 DRCCT;

THENCE N 89°58'32" W, 290.94 feet along the north line thereof;

THENCE N 89°35'20" W, 70.46 feet to the northeast corner of the first mentioned Darrell and Karen Lewis tract;

THENCE along the common line thereof, the following:

S 89°39'20" W, 411.68 feet;

N 88°28'11" W, 373.98 feet;

N 89°28'52" W, 191.57 feet to a 1/2" iron rod found;

S 01°50'07" W, 134.14 feet;

S 02°33'34" W, passing at 255.11 feet a 1/2" iron rod with plastic cap found, a total distance of 349.46 feet;

And S 03°19'32" W, 272.64 feet to the POINT OF BEGINNING with the subject tract containing 44,428,564 square feet or 1019.939 acres of land.

TRACT 2

BEING a tract of land situated in the J. McGarrah Survey, Abstract No. 572, and the W. Hunt Survey, Abstract No. 450, in the City of McKinney, Collin County, Texas, being a portion of a tract conveyed to Brinkmann Ranches of Collin County, LP, according to the deed recorded in Volume 6067, Page 1320 of the Deed Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the intersection of Taylor Burk Drive, a public right-of-way and Skyline Drive, a public right-of-way (closed access), for the southeast corner of said Brinkmann Ranches tract;

THENCE N 89°26'48" W, 560.95 feet along the south line thereof;

THENCE departing said line, the following:

N 44°26'48" W, 16.74 feet;

N 89°26'48" W, 24.60 feet;

A tangent curve to the right having a central angle of 49°10'39", a radius of 500.00 feet, a chord of N 64°51'29" W - 416.10 feet, an arc length of 429.15 feet;

N 40°16'10" W, 126.72 feet;

N 85°03'45" W, 56.77 feet;

S 50°08'39" W, 130.43 feet;

And S 58°54'31" W, 100.87 feet to the east line of Hardin Boulevard, a variable width right-of-way;

THENCE N 50°03'04" E, 628.12 feet along the east line of Hardin Boulevard;

THENCE departing said right-of-way, the following:

S 47°34'39" W, 99.85 feet;

S 49°57'08" W, 98.33 feet;

S 04°50'29" W, 56.46 feet;

S 40°16'10" E, 128.81 feet;

S 40°27'10" E, 101.61 feet;

A non-tangent curve to the left having a central angle of 07°31'06", a radius of 427.00 feet, a chord of S 57°15'15" E - 55.99 feet, an arc length of 56.03 feet;

N 37°13'51" E, 253.84 feet;

A tangent curve to the left having a central angle of 80°31'54", a radius of 200.00 feet, a chord of N 03°02'06" W - 258.53 feet, an arc length of 281.11 feet;

And N 43°18'03" W, 65.50 feet to the east line of Hardin Boulevard;

THENCE N 50°03'04" E, 45.57 feet along the east line of Hardin Boulevard;

THENCE continuing along the east line of Hardin Boulevard, around a tangent curve to the left having a central angle of 35°33'36", a radius of 1910.00 feet, a chord of N 32°16'16" E - 1166.49 feet, an arc length of 1185.42 feet to a 1/2" iron rod with plastic cap found for the intersection of Hardin Boulevard and Skyline Drive;

THENCE S 00°44'51" E, 1694.49 feet along Skyline Drive to the POINT OF BEGINNING with the subject tract containing 759,661 square feet or 17.439 acres of land.

TRACT 3

BEING a tract of land situated in the W. Butler Survey, Abstract No. 87, and the A. Stapp Survey, Abstract No. 833, in Collin County, Texas, being part of a tract conveyed to Jen Texas 22 LLC by deed recorded in Document No. 20200904001497270 of the Deed Records, Collin County, Texas (DRCCT), part of another tract conveyed to same, by deed recorded in Document No. 20210318000545970 DRCCT, and all of 3 tracts conveyed to same, recorded in Document No. 20210322000565200 DRCCT, Document No. 20210401000660270 DRCCT, and Document No. 20210319000554570 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in a bend in County Road 943, a public road;

THENCE S 08°33'13" W, 1071.32 feet along said road;

THENCE departing said right-of-way, the following:

S 84°33'34" W, 398.74 feet;

S 89°43'12" W, 3233.72 feet;

N 30°35'59" W, 514.32 feet;

N 10°53'23" E, 282.81 feet;

N 53°24'46" W, 448.92 feet;

And N 35°59'45" E, 1999.17 feet to a point in Bloomdale Road, a public road;

THENCE along said road, the following:

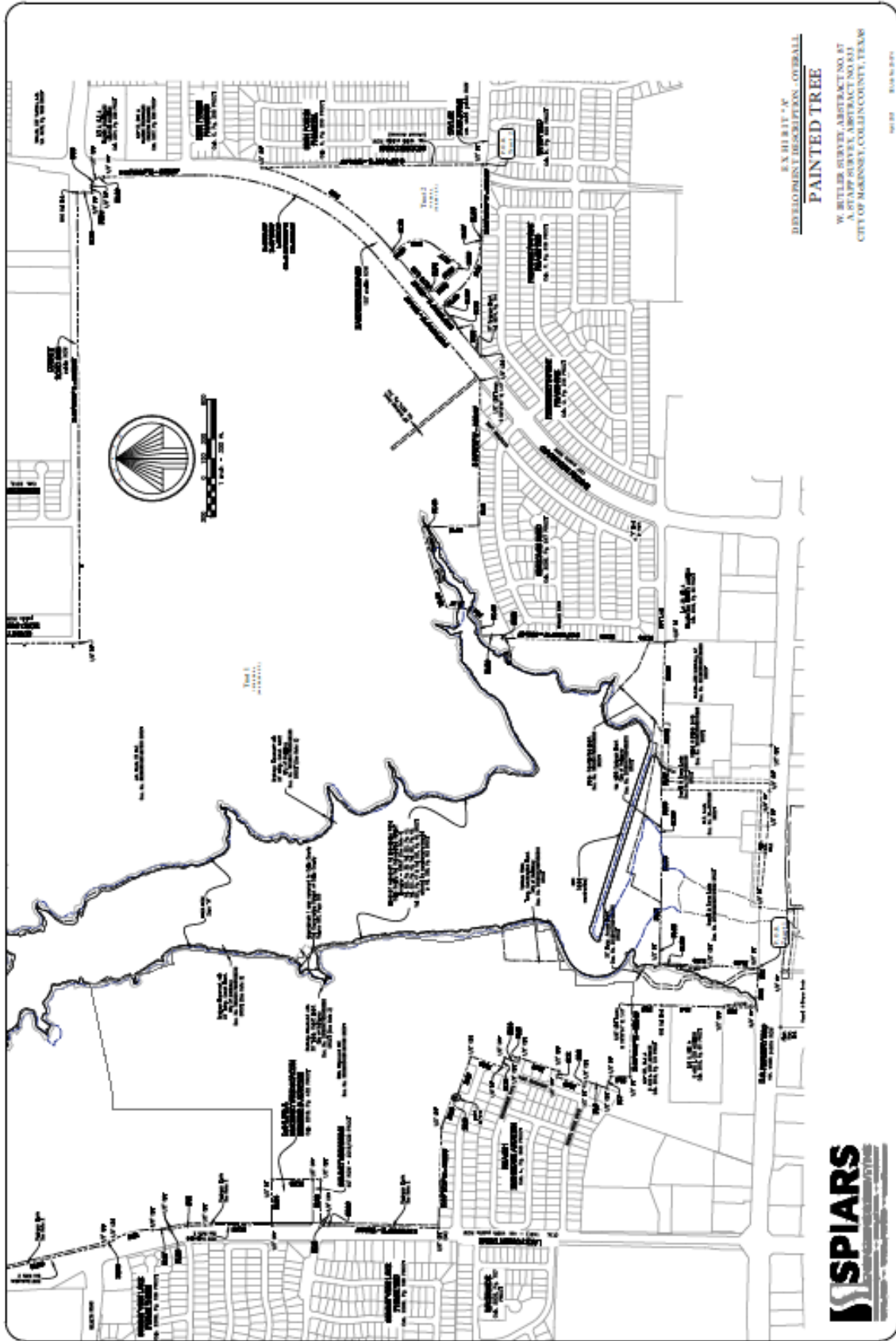
N 89°58'01" E, 1900.69 feet to a 1/2" iron rod found;

N 88°36'35" E, 794.43 feet;

And N 88°56'40" E, 536.48 feet;

THENCE S 00°42'57" W, 1522.58 feet departing said road;

THENCE S 89°32'11" W, 28.41 feet to the POINT OF BEGINNING with the subject tract containing 10,018,804 square feet or 230.000 acres of land.



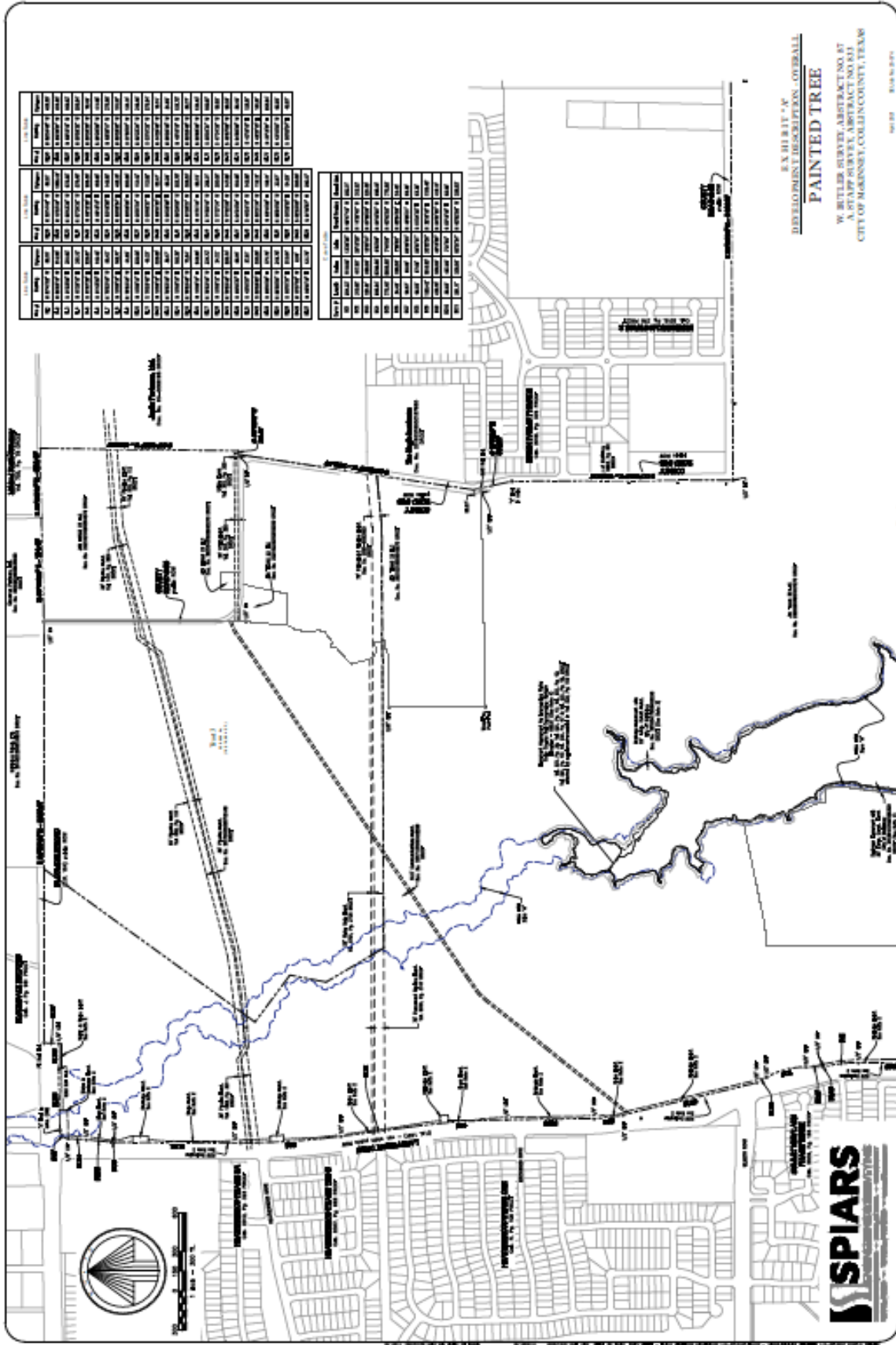


EXHIBIT "P"
 DEVELOPMENT DESCRIPTION - OVERALL
PAINTED TREE
 W. BUTLER SURVEY, ABSTRACT NO. 47
 A. STAFF SURVEY, ABSTRACT NO. 44
 CITY OF MARSHNEY, COLLIN COUNTY, TEXAS

METES AND BOUNDS DESCRIPTIONS

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EXHIBIT "A"
DEVELOPMENT/ANNEXATION AGREEMENT
PAINTED TREE
W. BUTLER SURVEY, ABSTRACT NO. 47
A. STAFF SURVEY, ABSTRACT NO. 48
CITY OF HAINES, COLLINGSWORTH, TEXAS

8/1/2022 10:40:00 AM

Exhibit "B"

Depiction and Description of "ETJ Property"

(Containing Approximately 613.359 Acres of Land Depicted as Tract 1 on the Drawing)

(Consisting of the following four pages.)

Tract 1

BEING a tract of land situated in the W. Butler Survey, Abstract No. 87, and the A. Stapp Survey, Abstract No. 833, in Collin County, Texas, being part of a tract conveyed to Jen Texas 22 LLC by deed recorded in Document No. 20200904001497270 of the Deed Records, Collin County, Texas (DRCCT), and being part of another tract conveyed to same, by deed recorded in Document No. 20210318000545970 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for a right-angle bend in County Road 943, a public road, for an inset corner of said Jen Texas tract;

THENCE S 89°38'31" W, 4665.44 feet through said Jen Texas tract to a point on the east line of Lake Forest Drive, a variable width public right-of-way (also known as Farm to Market Road 1461);

THENCE along the east line of Lake Forest Drive, the following:

N 13°33'46" W, 900.17 feet to a 1/2" iron rod with plastic cap found;

A tangent curve to the right having a central angle of 12°50'14", a radius of 990.00 feet, a chord of N 07°08'39" W - 221.35 feet, an arc length of 221.81 feet to a 1/2" iron rod with plastic cap found;

N 00°43'32" W, 673.52 feet to a 1/2" iron rod with plastic cap found;

A tangent curve to the left having a central angle of 06°53'00", a radius of 5789.58 feet, a chord of N 04°10'02" W - 695.12 feet, an arc length of 695.54 feet;

N 07°36'32" W, 579.45 feet to a 1/2" iron rod with plastic cap found;

A tangent curve to the right having a central angle of 07°49'00", a radius of 5669.58 feet, a chord of N 03°42'02" W - 772.88 feet, an arc length of 773.48 feet to a 1/2" iron rod with plastic cap found;

N 00°12'28" E, 966.30 feet to a 1/2" iron rod with plastic cap found;

A tangent curve to the right having a central angle of 01°25'00", a radius of 990.00 feet, a chord of N 00°54'58" E - 24.48 feet, an arc length of 24.48 feet to a 1/2" iron rod with plastic cap found;

N 06°13'15" E, 192.95 feet to a 1/2" iron rod with plastic cap found;

And N 02°42'28" E, 140.66 feet to a 1/2" iron rod with plastic cap found for the south end of a corner clip being the intersection of Lake Forest Drive and Bloom Dale Road, a public right-of-way;

THENCE along said corner clip, around a tangent curve to the right having a central angle of 86°26'05", a radius of 66.00 feet, a chord of N 45°55'31" E - 90.39 feet, an arc length of 99.57 feet to an "X" found in concrete;

THENCE along Bloomdale Road, the following:

N 89°08'34" E, 469.15 feet to a Mag nail found;

N 89°58'06" E, 200.00 feet to a 1/2" iron rod with plastic cap found;

N 00°01'54" W, 112.43 feet to a PK nail found;

And N 89°58'01" E, 1336.38 feet;

THENCE departing said right-of-way, the following:

S 35°59'45" W, 1999.17 feet;

S 53°24'46" E, 448.92 feet;

S 10°53'23" W, 282.81 feet;

S 30°35'59" E, 514.32 feet;

N 89°43'12" E, 3233.72 feet;

And N 84°33'34" E, 398.74 feet to a point in County Road 943;

THENCE along said road, the following:

S 08°33'13" W, 749.12 feet;

S 12°31'28" E, 302.77 feet;

And S 00°18'24" E, 1696.03 feet to the POINT OF BEGINNING with the subject tract containing 16,699,109 square feet or 383.359 acres of land.

Tract 2

BEING a tract of land situated in the W. Butler Survey, Abstract No. 87, and the A. Stapp Survey, Abstract No. 833, in Collin County, Texas, being part of a tract conveyed to Jen Texas 22 LLC by deed recorded in Document No. 20200904001497270 of the Deed Records, Collin County, Texas (DRCCT), part of another tract conveyed to same, by deed recorded in Document No. 20210318000545970 DRCCT, and all of 3 tracts conveyed to same, recorded in Document No. 20210322000565200 DRCCT, Document No. 20210401000660270 DRCCT, and Document No. 20210319000554570 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in a bend in County Road 943, a public road;

THENCE S 08°33'13" W, 1071.32 feet along said road;

THENCE departing said right-of-way, the following:

S 84°33'34" W, 398.74 feet;

S 89°43'12" W, 3233.72 feet;

N 30°35'59" W, 514.32 feet;

N 10°53'23" E, 282.81 feet;

N 53°24'46" W, 448.92 feet;

And N 35°59'45" E, 1999.17 feet to a point in Bloomdale Road, a public road;

THENCE along said road, the following:

N 89°58'01" E, 1900.69 feet to a 1/2" iron rod found;

N 88°36'35" E, 794.43 feet;

And N 88°56'40" E, 536.48 feet;

THENCE S 00°42'57" W, 1522.58 feet departing said road;

THENCE S 89°32'11" W, 28.41 feet to the POINT OF BEGINNING with the subject tract containing 10,018,804 square feet or 230.000 acres of land.

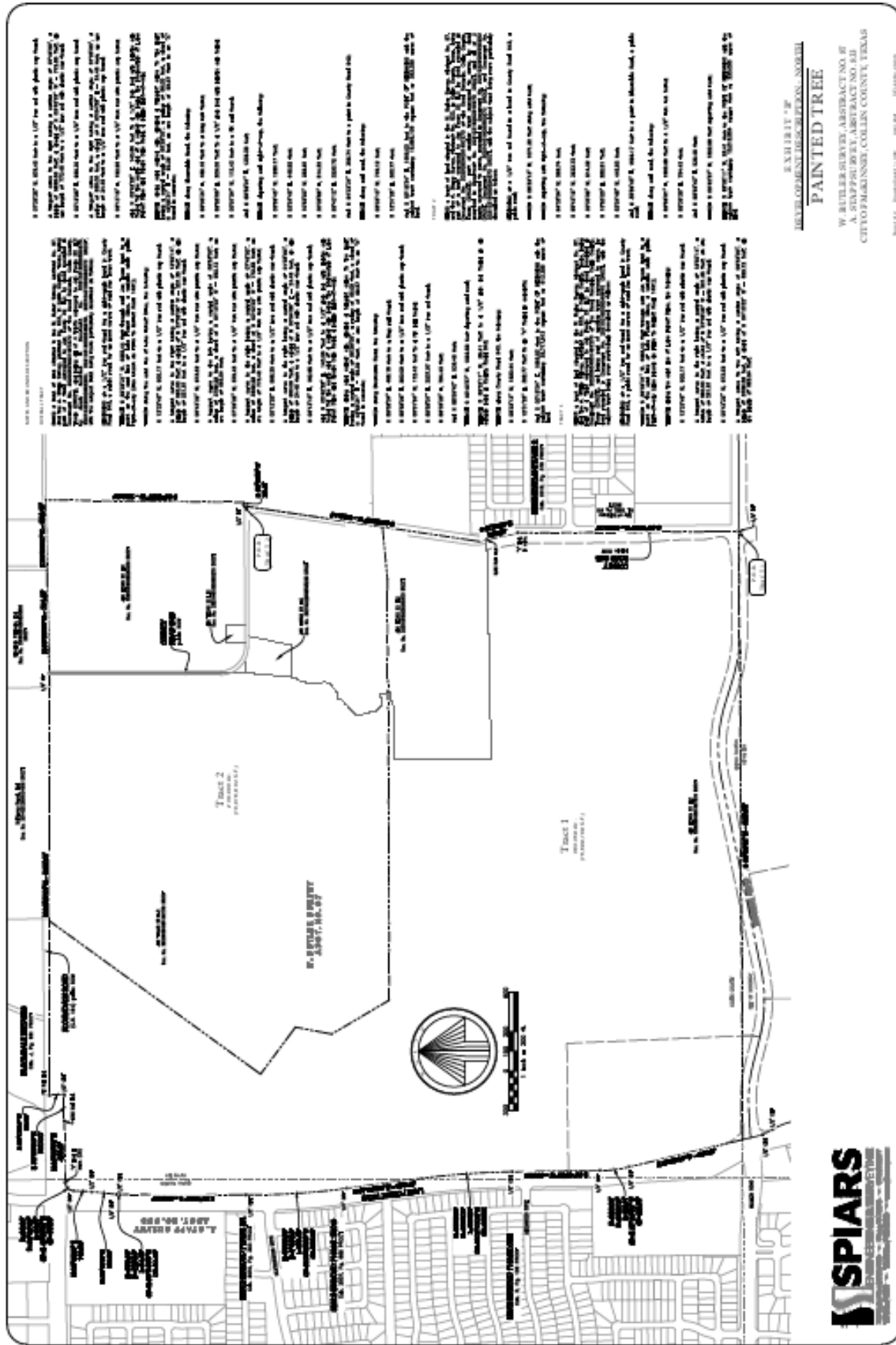


EXHIBIT "F"
 DEVELOPMENT DESCRIPTION - NORTH
PAINTED TREE
 W. RUTHERFORD ABSTRACT NO. 49
 A. STAFFORD ABSTRACT NO. 43
 CITY OF MARINE, COLLIN COUNTY, TEXAS

Exhibit "C"

Parks & Trails Master Plans

(Consisting of the following two pages.)

AMENITY MASTER PLAN

- LEGEND**
- Property Line
 - Natural Zone
 - Master Developer Amenity Obligations
 - Trailhead
 - Not Part of Development Agreement

A M E N I T Y

Woodland District Amenities

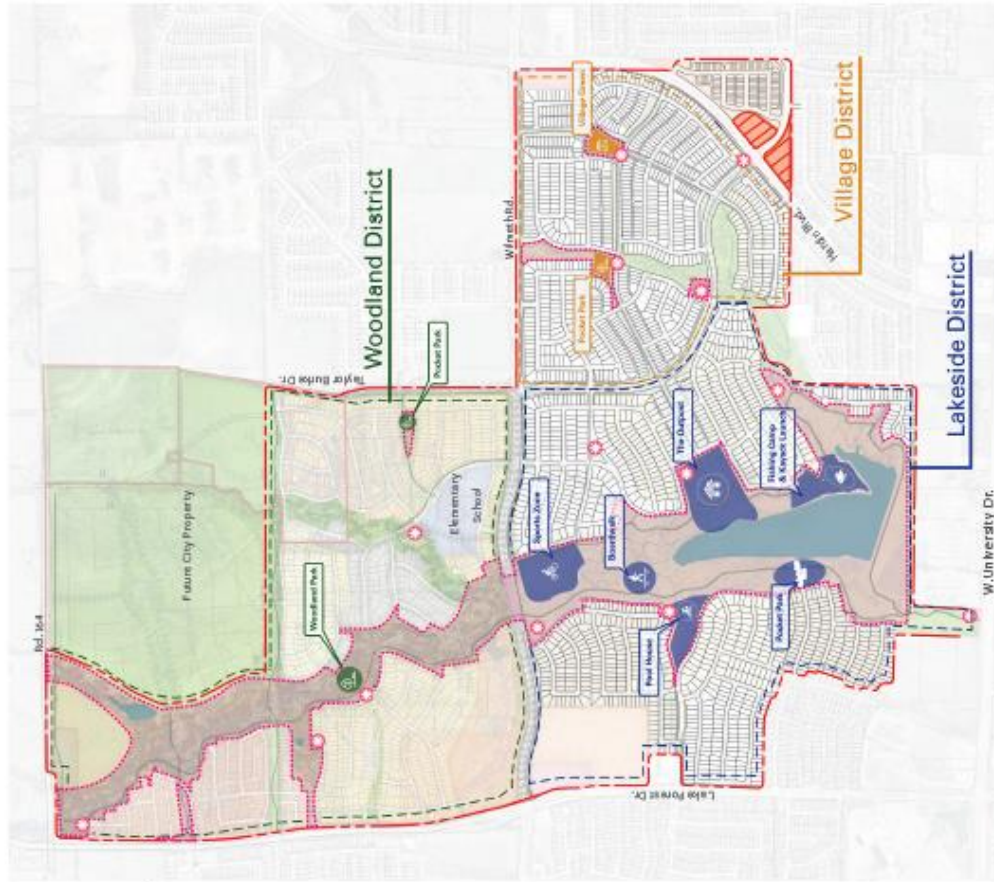
- Woodland Park
- Playground
- Shade Structure
- Trails

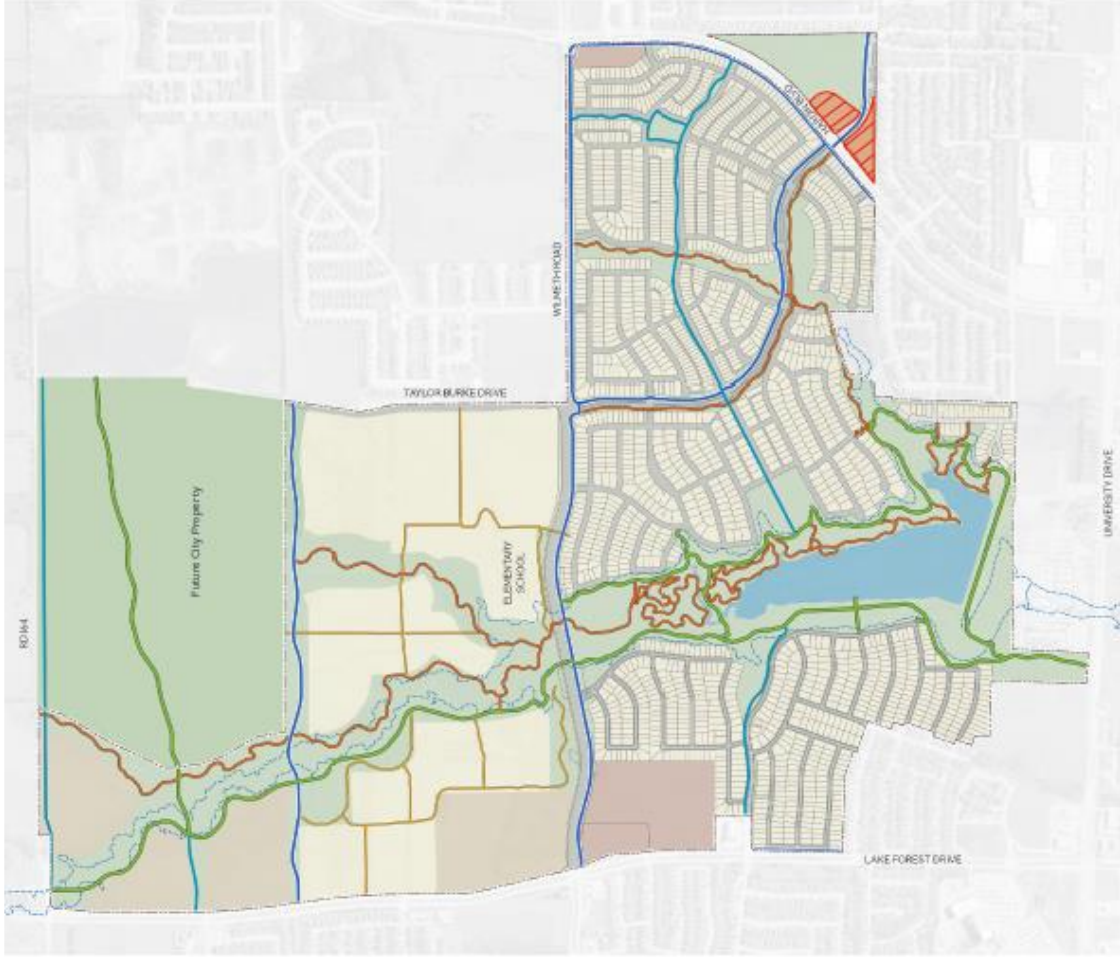
Village District Amenities

- Village Green
- Lawn
- Playground
- Shade Structures
- Pool
- Community Garden
- Amenity Building

Lakeside District Amenities

- The Outpost
 - Lookout
 - Fishing Pier
 - Trails
 - Amenity Building
 - Pavilion
- Pool House
 - Pool
 - Amenity Building
 - Lawn
 - Trails
- Overlook Park
 - Passive Amenities
 - Trails
 - Fishing
- Pocket Park
 - Trails
 - Playground
- Sports Zone
 - Practice Fields
 - Pump Track
 - Shade Structure
 - Trails
- Boardwalk
 - Trail Connection of Bastif West Parcels





TRAILS MASTER PLAN







-  Signature Greenway
12' Paved Surface 4.5 Miles
-  Community Path
10' Paved Surface 4.0 Miles
-  Community Path
8' Paved Surface 4.0 Miles
-  Neighborhood Path
6' Paved Surface 6.5 Miles
-  Nature Trail
4' Native Soil Surface 9.0 Miles
- Total Paths and Trails: 28.0 Miles
-  Not Part of Development Agreement

Exhibit "D"

Minimum Parks Maintenance Requirements

Owner or designee shall perform all necessary and required upkeep and maintenance of all Parks and/or Trails including all active and passive amenity improvements within the Property, at no cost to CITY, to retain the safety and integrity of the Parks and Trails together with all installed active and passive amenity improvements. Owner or designee shall at a minimum meet or exceed the following standards:

- Plan and carry out a seven-day mowing/weed-eating/edging cycle during mowing season;
- Perform litter and trash removal from waste receptacles and on and about the Parks and Trails on a recurring basis;
- Inspect the Trails on a recurring basis, as necessary, and always keep the Trails free of sediment and landscape debris, and perform any repairs as may be required to keep the Trails in a safe condition;
- Remove and contain any biohazards (vomit, blood, urine, feces, etc.) from all Parks and Trails;
- Perform bathroom inspections and cleanings on a recurring basis, as needed to keep the bathroom facilities sanitary and useable;
- Inspect irrigation systems at least once every two weeks and repair as needed;
- Trim trees once a year during the dormant period, and as needed throughout the growing season;
- Fertilize Parks 3 times a year, 1 pre-emergent herbicide application, post-emergent herbicide applications at least twice, and as needed after the pre-emergent application;
- Perform mulching and topdressing of all beds at least annually, and otherwise as needed to maintain a proper appearance;
- Inspect playground equipment, play areas, furniture, pavilions, sport courts, lighting and similar amenities at least monthly and repair as needed;
- Inspect splashpads at least one time every two weeks and repair as needed;

- Inspect hardscape at least bi-annually and repair as needed;
- Repair vandalism and remove graffiti immediately;
- Inspect sidewalks, walkways, and parking lots at Parks at least annually and repair as needed;
- Winterize irrigation, drinking fountains, splash pads, and bathrooms before each winter season;
- Monitor and control pests, insects, and fire ants when as needed;
- Keep gutters and underpasses clean from soil erosion and trash during and following a flooding event;
- Replace playground equipment and similar active play amenities no less than one time every 20-years;
- All Parks and/or Trails including all active and passive amenity improvements shall be maintained in accordance with all applicable provisions of the McKinney Code; and

Permits, inspections, and green tags or certificates of occupancy, as appropriate, shall be required for all Parks and/or Trails including all related active and passive amenity improvements.

Exhibit “E”

Wilmeth Road Construction and Turn Lane Depiction

(Consisting of the one following page)

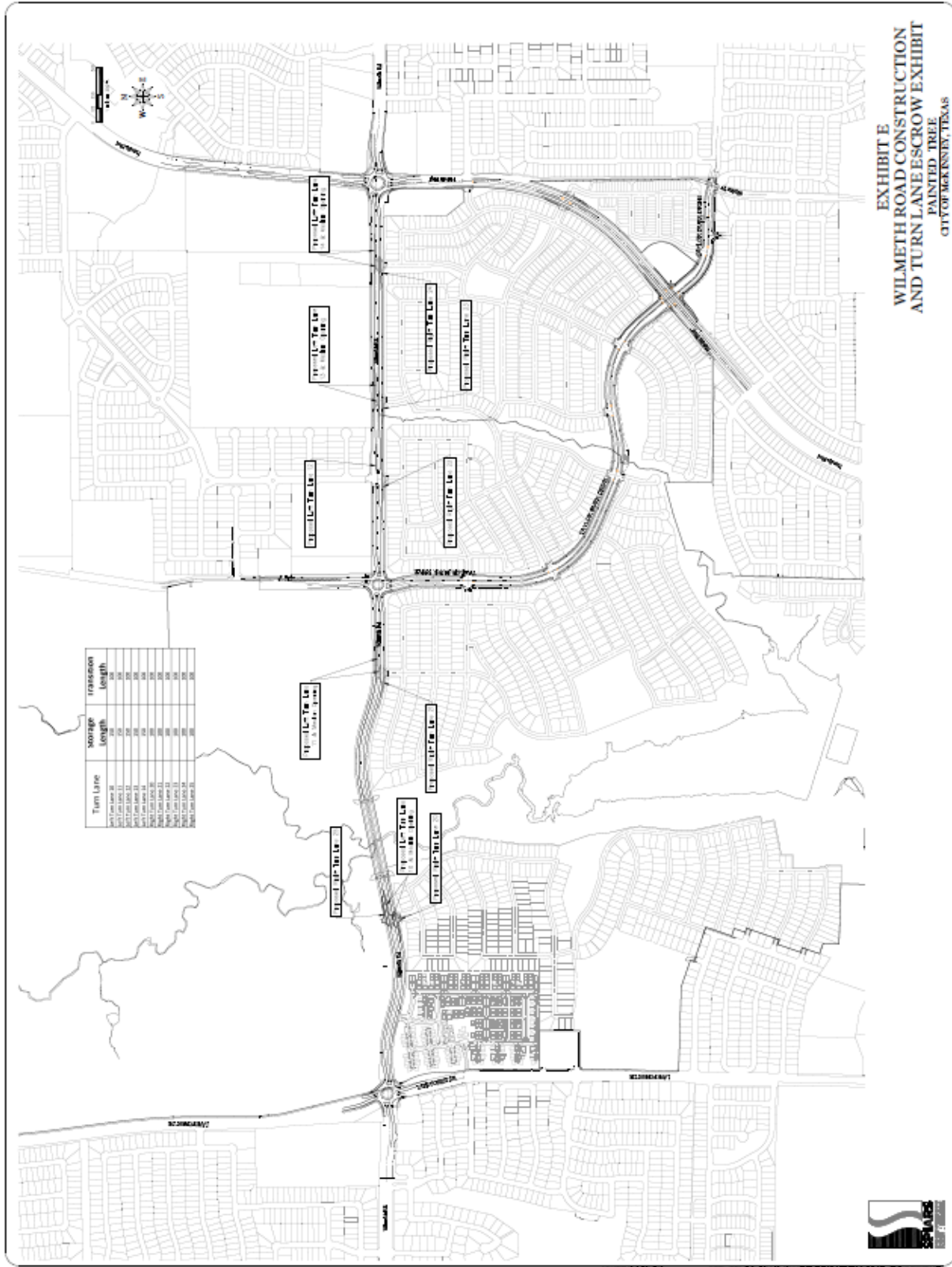


Exhibit "F"

Taylor Burke and Hardin Boulevard Construction and Turn Lanes Depiction

(Consisting of the one following page)

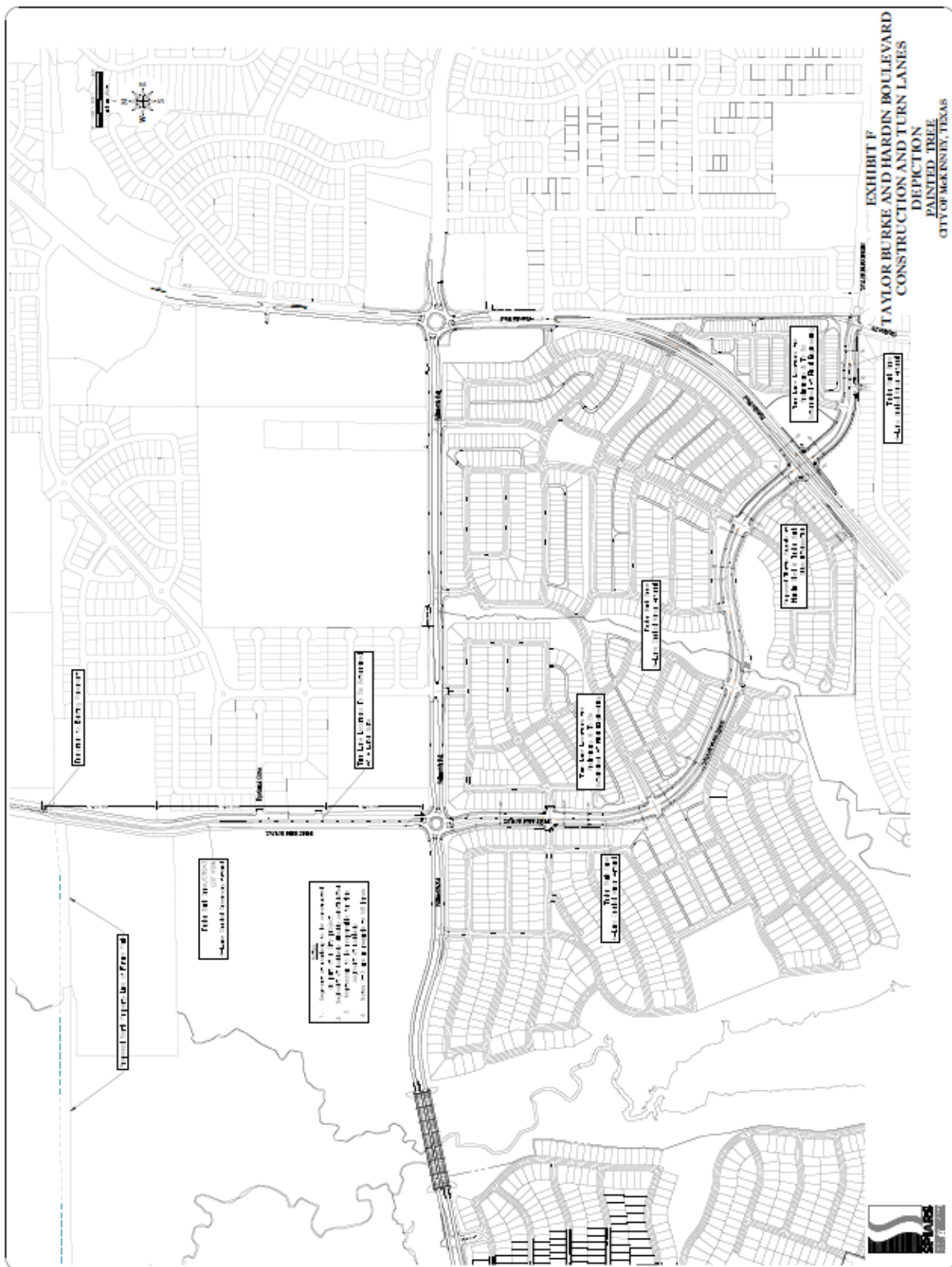


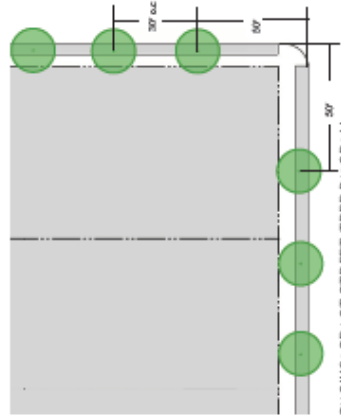
Exhibit "G"

Non-Arterial Residential Street Tree Typical Section

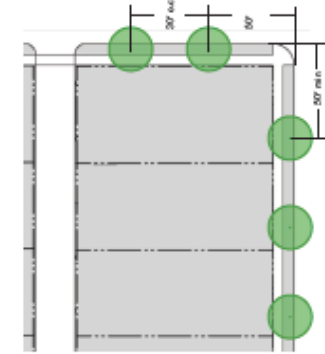
(Consisting of the one following page.)

RESIDENTIAL LOT STREET TREES

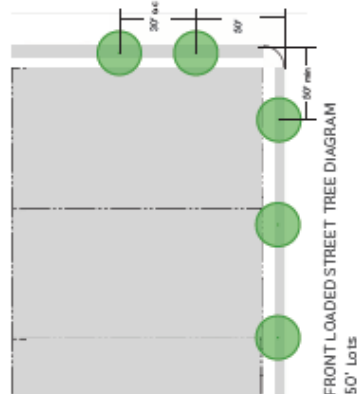
- Tree(s) required within the front yard of single family residential lots may be allowed within the parkway pursuant to the Interior Subdivision Street Cross Section below, and as follows:
 - lots with a lot width equal to or greater than 60' shall provide a minimum of two 4-inch in caliper canopy trees per lot
 - lots with a lot width less than 60' shall provide one 4-inch in caliper canopy tree per lot
- On side streets, street trees shall be spaced 30' on center
- All street trees planted within the ROW shall be a minimum of 50 feet from the intersection.



SHOWCASE LOT STREET TREE DIAGRAM
60' Lots



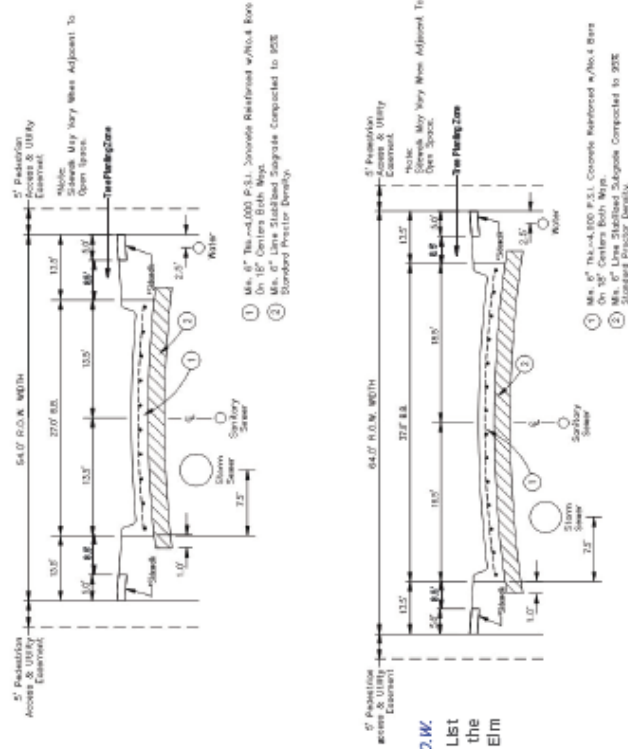
REAR LOADED STREET TREE DIAGRAM
40' Lots



FRONT LOADED STREET TREE DIAGRAM
50' Lots

RESIDENTIAL LOT STREET TREES - *INSIDE R.O.W.*
 Street trees shall follow Appendix A: Approved Plant List for Canopy trees and as amended except for that the additional following trees shall be permitted: Allee Elm (*Ulmus Chimensis*)

INTERIOR SUBDIVISION STREET CROSS SECTIONS



NOTE:
 Proposed trees planted within the ROW pursuant to this exhibit shall be maintained by the HOA.

EXHIBIT G

Exhibit “H”

Oversized Wastewater Line Participation

(Consisting of the one following page)

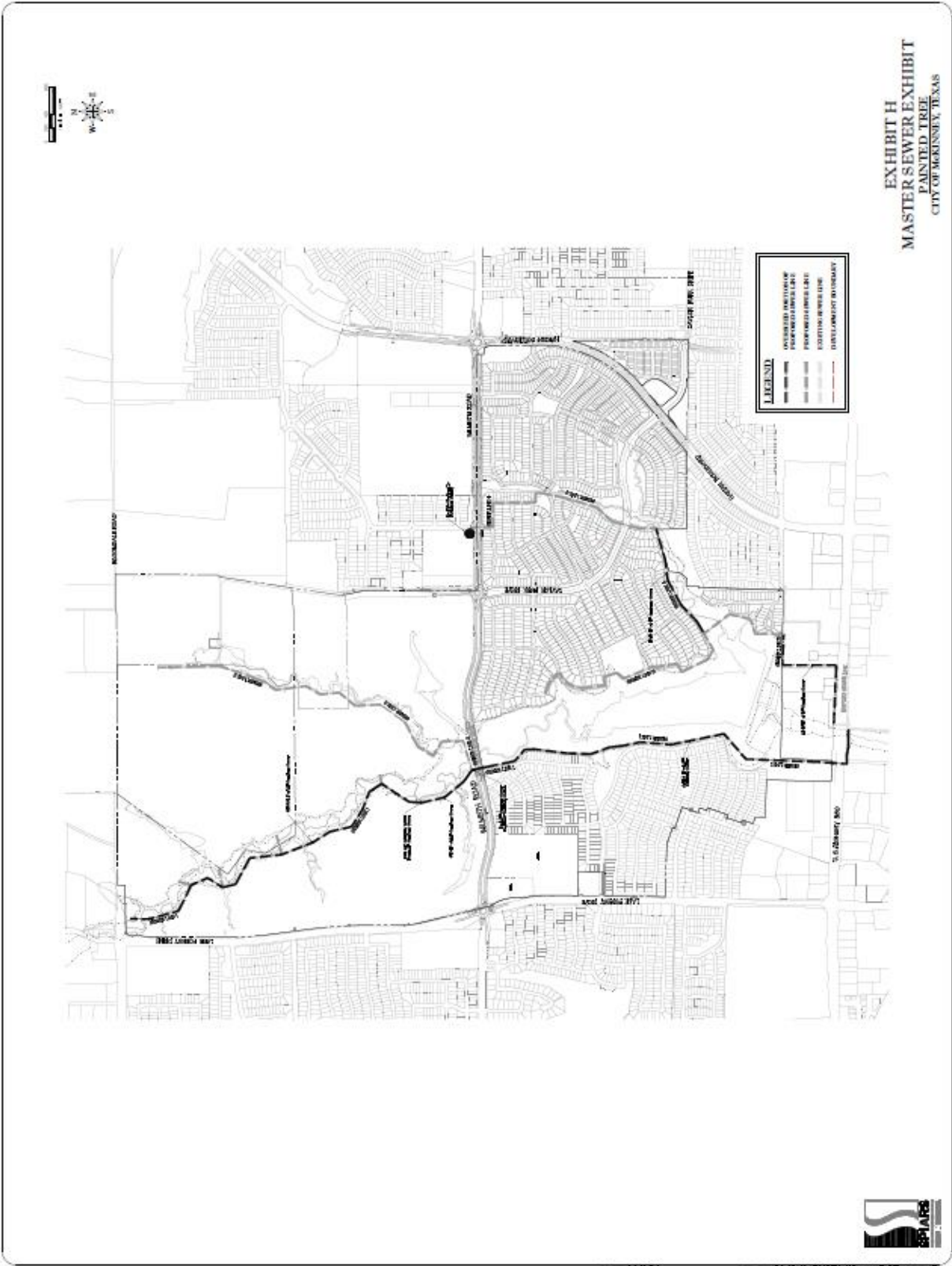


Exhibit "I"

Oversized Wastewater Line Participation Opinion of Probable Cost

(Consisting of the following 11 pages.)

Engineer's Estimate of Anticipated Costs

May 25, 2021

Sanitary Sewer Trunk Lines Overall Basin & Development Only

Mckinney, Texas
Collin County

Prepared for
Oxland

Prepared by



T.C. Spiars 5/26/21

Job SEI # 20-074

765 Custer Road, Suite 100
Plano, Texas 75075
Ph. 972.422.0077, Fax 972.422.0075
TBPE No. F-2121

Description	Development Only (Totals)	Overall Basin (Totals)	Estimated Cost Difference
Sanitary Sewer Line 1	\$ 4,414,993.48	\$ 5,427,380.25	\$ 1,012,386.77
Sanitary Sewer Line 3	\$ 666,075.80	\$ 803,445.80	\$ 137,370.00
Sanitary Sewer Line 4	\$ 536,423.83	\$ 660,688.25	\$ 124,264.42
TOTALS			\$ 1,274,021.19

Engineer's Estimate of Anticipated Costs

Page 3 of 11

May 25, 2021

Sanitary Sewer Trunk Lines Development Only

	Description	Unit	Quantity	Unit Price	Total Cost
Sanitary Sewer					
Offsite SS Line 1					
	18" HDPE Spiridite Bell/Spigot Pipe	LF	10	\$ 210.00	\$ 2,100.00
	18" PVC (ASTM F679)	LF	1,505	\$ 210.00	\$ 316,050.00
	5' MH W/ Raven	EA	6	\$ 24,400.00	\$ 146,400.00
	5' MH W/ Raven Over Existing	EA	1	\$ 20,400.00	\$ 20,400.00
	27" Bore & Steel Encasement	LF	190	\$ 550.00	\$ 104,500.00
	Concrete Encasement	LF	65	\$ 200.00	\$ 13,000.00
	Clay Trench Dam	EA	1	\$ 275.00	\$ 275.00
	Trench Safety	LF	1,515	\$ 12.00	\$ 18,180.00
	SSWR Line Testing	LF	1,515	\$ 5.00	\$ 7,575.00
	Sub Total Sanitary Sewer				\$ 628,480.00
Phase 2 SS Line 1					
	18" HDPE Spiridite Bell/Spigot Pipe	LF	1,470	\$ 210.00	\$ 308,700.00
	18" PVC (ASTM F679)	LF	3,355	\$ 210.00	\$ 704,550.00
	5' MH W/ Raven	EA	4	\$ 24,400.00	\$ 97,600.00
	5' Type S MH w/ Raven	EA	7	\$ 24,900.00	\$ 174,300.00
	5' Vented MH w/ Raven	EA	2	\$ 26,800.00	\$ 53,600.00
	27" Open Cut Casing	LF	120	\$ 350.00	\$ 42,000.00
	Clay Trench Dam	EA	6	\$ 2,050.00	\$ 12,300.00
	Trench Safety	LF	4,825	\$ 12.00	\$ 57,900.00
	SSWR Line Testing	LF	4,825	\$ 5.00	\$ 24,125.00
	Sub Total Sanitary Sewer				\$ 1,475,075.00
Remaining SS Line 1					
	12" PVC (ASTM F679)	LF	5,165	\$ 160.00	\$ 826,400.00
	15" PVC (ASTM F679)	LF	1,105	\$ 170.00	\$ 187,850.00
	4' Dia. MH. w/ Raven	EA	5	\$ 18,600.00	\$ 93,000.00
	4' Type S MH w/ Raven	EA	3	\$ 19,100.00	\$ 57,300.00
	4' Vented MH w/ Raven	EA	2	\$ 20,900.00	\$ 41,800.00
	5' MH W/ Raven	EA	7	\$ 24,400.00	\$ 170,800.00
	5' Type S MH w/ Raven	EA	2	\$ 24,900.00	\$ 49,800.00
	5' Vented MH w/ Raven	EA	1	\$ 26,800.00	\$ 26,800.00
	Trench Safety	LF	6,270	\$ 12.00	\$ 75,240.00
	SSWR Line Testing	LF	6,270	\$ 5.00	\$ 31,350.00
	Sub Total Sanitary Sewer				\$ 1,560,340.00
	Total Sanitary Sewer				\$ 3,663,895.00
TOTAL HARD COST					
					\$ 3,663,895.00
Soft Cost					
	Construction Material Testing (2%)				\$ 73,277.90
	Engineering, Construction Staking, Admin., Topo, Easement Docs				\$ 512,945.30
	Maintenance Bond (2 Year, 15%)				\$ 36,638.95
	City Inspection Fees (3.5%)				\$ 128,236.33
	Total Soft Costs				\$ 751,098.48

TOTAL COST

\$ 4,414,993.48

	Description	Unit	Quantity	Unit Price	Total Cost
Sanitary Sewer					
Offsite SS Line 3					
	15" HDPE Spirallite Bell/Spigot Pipe	LF	45	\$ 200.00	\$ 9,000.00
	15" PVC (SDR 26) Depth 12'-20'	LF	2,100	\$ 156.00	\$ 327,600.00
	8" SS Stub	LF	30	\$ 94.00	\$ 2,820.00
	Core / Connect to Exist. Manhole	EA	1	\$ 6,050.00	\$ 6,050.00
	6' MH W/ Raven	EA	5	\$ 34,000.00	\$ 170,000.00
	Clay Trench Dam	EA	3	\$ 275.00	\$ 825.00
	Trench Safety	LF	2,145	\$ 12.00	\$ 25,740.00
	SSWR Line Testing	LF	2,145	\$ 5.00	\$ 10,725.00
	Total Sanitary Sewer				\$ 552,760.00
TOTAL HARD COST					
					\$ 552,760.00
Soft Cost					
	Construction Material Testing (2%)				\$ 11,055.20
	Engineering, Construction Staking, Admin., Topo, Easement Docs				\$ 77,386.40
	Maintenance Bond (2 Year, 15%)				\$ 5,527.60
	City Inspection Fees (3.5%)				\$ 19,346.60
	Total Soft Costs				\$ 113,315.80

TOTAL COST

\$ 666,075.80

	Description	Unit	Quantity	Unit Price	Total Cost
Sanitary Sewer					
	12" PVC (SDR 26) Depth 12'-20'	LF	1,745	\$ 160.00	\$ 279,200.00
	4' Dia. M.H.	EA	2	\$ 18,600.00	\$ 37,200.00
	4' Type S MH w/ Raven	EA	3	\$ 19,100.00	\$ 57,300.00
	4' Vented MH w/ Raven	EA	2	\$ 20,900.00	\$ 41,800.00
	Trench Safety	LF	1,745	\$ 12.00	\$ 20,940.00
	Sanitary Sewer Line Testing	LF	1,745	\$ 5.00	\$ 8,725.00
	Total Sanitary Sewer				\$ 445,165.00
TOTAL HARD COST					
					\$ 445,165.00
Soft Cost					
	Construction Material Testing (2%)				\$ 8,903.30
	Engineering, Construction Staking, Admin., Topo, Easement Docs				\$ 62,323.10
	Maintenance Bond (2 Year, 15%)				\$ 4,451.65
	City Inspection Fees (3.5%)				\$ 15,580.78
	Total Soft Costs				\$ 91,258.83

TOTAL COST

\$ 536,423.83

Engineer's Estimate of Anticipated Costs

Page 7 of 11

May 25, 2021

Sanitary Sewer Trunk Lines **Overall Basin**

	Description	Unit	Quantity	Unit Price	Total Cost
Sanitary Sewer					
Offsite SS Line 1					
	27" HDPE Spirolite Bell/Spigot Pipe	LF	10	\$ 280.00	\$ 2,800.00
	27" PVC (ASTM F679)	LF	1,505	\$ 280.00	\$ 421,400.00
	6' MH W/ Raven	EA	6	\$ 28,000.00	\$ 168,000.00
	6' MH W/ Raven Over Existing	EA	1	\$ 19,500.00	\$ 19,500.00
	Bore 36" Steel Casing	LF	190	\$ 760.00	\$ 144,400.00
	Concrete Encasement	LF	65	\$ 210.00	\$ 13,650.00
	Clay Trench Dam	EA	1	\$ 275.00	\$ 275.00
	Trench Safety	LF	1,515	\$ 12.00	\$ 18,180.00
	SSWR Line Testing	LF	1,515	\$ 6.00	\$ 9,090.00
	Sub Total Sanitary Sewer				\$ 797,295.00
Phase 2 SS Line 1					
	27" HDPE Spirolite Bell/Spigot Pipe	LF	4,825	\$ 300.00	\$ 1,447,500.00
	6' MH W/ Raven	EA	4	\$ 28,500.00	\$ 114,000.00
	6' Type S MH w/ Raven	EA	7	\$ 30,000.00	\$ 210,000.00
	6' Vented MH w/ Raven	EA	2	\$ 35,000.00	\$ 70,000.00
	36" Open Cut Casing	LF	120	\$ 420.00	\$ 50,400.00
	Clay Trench Dam	EA	6	\$ 2,050.00	\$ 12,300.00
	Trench Safety	LF	4,825	\$ 12.00	\$ 57,900.00
	SSWR Line Testing	LF	4,825	\$ 5.00	\$ 24,125.00
	Sub Total Sanitary Sewer				\$ 1,986,225.00
Remaing SS Line 1					
	21" PVC (ASTM F679)	LF	5,360	\$ 182.00	\$ 975,520.00
	24" PVC (ASTM F679)	LF	910	\$ 182.00	\$ 165,620.00
	5' MH W/ Raven	EA	12	\$ 24,400.00	\$ 292,800.00
	5' Type S MH w/ Raven	EA	4	\$ 24,900.00	\$ 99,600.00
	5' Vented MH w/ Raven	EA	3	\$ 26,800.00	\$ 80,400.00
	Trench Safety	LF	6,270	\$ 12.00	\$ 75,240.00
	SSWR Line Testing	LF	6,270	\$ 5.00	\$ 31,350.00
	Sub Total Sanitary Sewer				\$ 1,720,530.00
	Total Sanitary Sewer				\$ 4,504,050.00
TOTAL HARD COST					
					\$ 4,504,050.00
Soft Cost					
	Construction Material Testing (2%)				\$ 90,081.00
	Engineering, Construction Staking, Admin., Topo, Easement Docs				\$ 630,567.00
	Maintenance Bond (2 Year, 15%)				\$ 45,040.50
	City Inspection Fees (3.5%)				\$ 157,641.75
	Total Soft Costs				\$ 923,330.25

TOTAL COST

\$ 5,427,380.25

	Description	Unit	Quantity	Unit Price	Total Cost
Sanitary Sewer					
Offsite SS Line 3					
	18" DR25 Class 165 PVC Gasket Pipe	LF	1,775	\$ 210.00	\$ 372,750.00
	18" PVC (ASTM F679)	LF	370	\$ 210.00	\$ 77,700.00
	8" SS Stub	LF	30	\$ 94.00	\$ 2,820.00
	Core / Connect to Exist. Manhole	EA	1	\$ 6,200.00	\$ 6,200.00
	6' MH W/ Raven	EA	5	\$ 34,000.00	\$ 170,000.00
	Clay Trench Dam	EA	3	\$ 275.00	\$ 825.00
	Trench Safety	LF	2,145	\$ 12.00	\$ 25,740.00
	SSWR Line Testing	LF	2,145	\$ 5.00	\$ 10,725.00
	Total Sanitary Sewer				\$ 666,760.00
	TOTAL HARD COST				\$ 666,760.00
Soft Cost					
	Construction Material Testing (2%)				\$ 13,335.20
	Engineering, Construction Staking, Admin., Topo, Easement Docs				\$ 93,346.40
	Maintenance Bond (2 Year, 15%)				\$ 6,667.80
	City Inspection Fees (3.5%)				\$ 23,336.80
	Total Soft Costs				\$ 136,685.80

TOTAL COST

\$ 803,445.80

	Description	Unit	Quantity	Unit Price	Total Cost
Sanitary Sewer					
	15" PVC (SDR 26) Depth 12'-20'	LF	1,745	\$ 156.00	\$ 272,220.00
	5' MH w/ Raven	EA	2	\$ 24,400.00	\$ 48,800.00
	5' Type S MH w/ Raven	EA	3	\$ 24,900.00	\$ 74,700.00
	5' Vented MH w/ Raven	EA	2	\$ 26,800.00	\$ 53,600.00
	Connect to Ex. Manhole	EA	1	\$ 4,500.00	\$ 4,500.00
	8" PVC (SDR 26) Boring and Steel Encasement	LF	120	\$ 330.00	\$ 39,600.00
	Abandon Force Main in Place & Fill with Flowable Concrete	LF	1,634	\$ 6.00	\$ 9,804.00
	Demo Existing Lift Station	LS	1	\$ 15,400.00	\$ 15,400.00
	Trench Safety	LF	1,745	\$ 12.00	\$ 20,940.00
	Sanitary Sewer Line Testing	LF	1,745	\$ 5.00	\$ 8,725.00
	Total Sanitary Sewer				\$ 548,289.00
TOTAL HARD COST					\$ 548,289.00
Soft Cost					
	Construction Material Testing (2%)				\$ 10,965.78
	Engineering, Construction Staking, Admin., Topo, Easement Docs				\$ 76,760.46
	Maintenance Bond (2 Year, 15%)				\$ 5,482.89
	City Inspection Fees (3.5%)				\$ 19,190.12
	Total Soft Costs				\$ 112,399.25

TOTAL COST

\$ 660,688.25

- 1) Assumes no lift station/force main upgrades offsite.
- 2) Assumes cost to abandon force main and demo existing lift station serving Erwin Farms Phase 2.
- 3) The unit prices in this estimate are from Moss Utilities.
- 4) Assumes no tree mitigation.
- 5) Assumes no relocation of existing franchise utilities.
- 6) Assumes no parallel sewer lines.
- 7) Assumes no USACE mitigation.
- 8) Assumes no park fees and no park land dedication fees.
- 9) Assumes no cost associated with landscape and irrigation.
- 10) Assumes no cost for handling utility spoils.
- 11) Assumes TxDOT will require boring under 380.
- 12) Assumes portion of Wilmeth (between Taylor Burk Drive and Lake Forest Drive) will be constructed after construction of SS-1 and that the sewer line can be installed by open trench.
- 13) Assumes Wilmeth will be constructed prior to construction of SS-4 and that boring will be required to cross Wilmeth.
- 14) Assume Spirolite Bell/Spigot Pipe for any portion of the sewer line greater than 25' deep.

Exhibit “J”

Street Tree Planting Master Plan

(Consisting of the following one page.)

STREET TREE PLANTING MASTER PLAN

- The Street Tree Planting Master Plan identifies "Residential Lot Street Tree" and "Natural Edge Infill" locations for the property. The Director of Planning has the authority to administratively approve modifications to the specific locations shown on the Master Plan as planting and development occurs, so long as the overall locations of said "Residential Lot Trees" and "Natural Edge Infill" generally conform to the locations shown on the Street Tree Planting Master Plan.

LEGEND

--- PROPERTY LINE

RESIDENTIAL LOT STREET TREES- *inside R.O.W.*

NATURAL EDGE INFILL - *outside R.O.W.*
 (- Street trees only required if there is a disturbance of the natural canopy area beyond the construction limits.
 - Canopy trees shall be provided 30' on center or based off linear feet.)

○ Entries-
 (where street trees will be used will need to follow the 60ft ROW width for collectors at entries off arterials. Additional ROW can be taken from common areas.)

▨ Not Part of Development Agreement



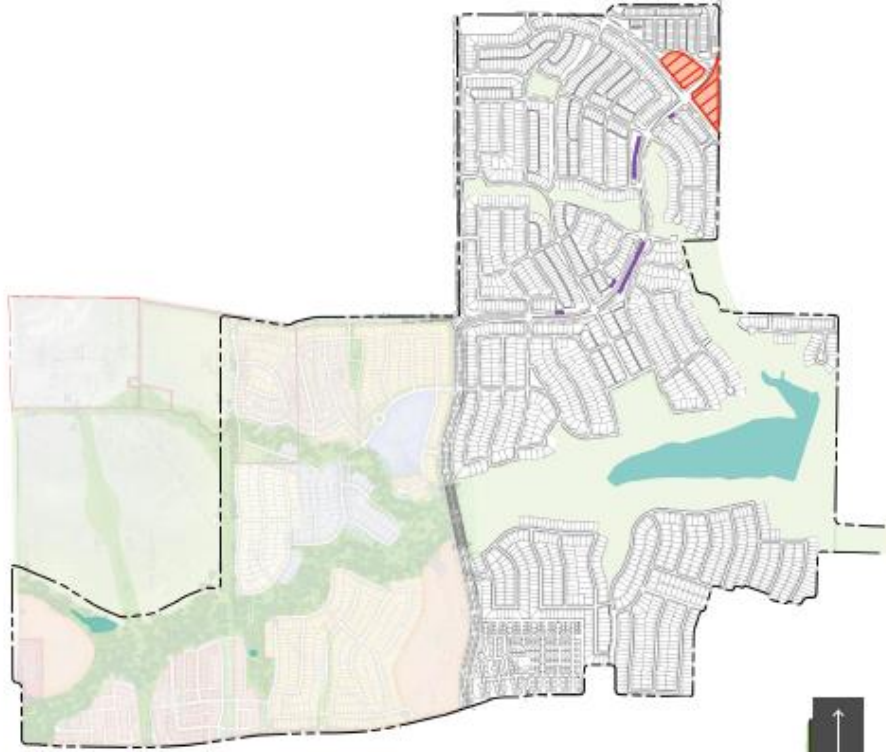
EXHIBIT J

Exhibit “K”

Residential Screening and Buffering

(Consisting of the following one page.)

RESIDENTIAL SCREENING AND BUFFERING



- 1) Screening and buffering shall be provided pursuant to section 142-106 of the city's subdivision ordinance, except as follows:
- 2) For slip road and/or alley conditions identified along Taylor Burke where a residential lot requires screening and buffering (identified herein), no screening wall shall be required.
- 3) For natural edge infill conditions identified along Taylor Burke where a residential lot requires screening and buffering (identified herein), no screening wall shall be required.
- 4) Screening and buffering for slip road and/or alley conditions and natural edge infill shall be as follows:
 One 3-in caliper canopy tree and two 1-in caliper ornamental trees shall be provided every 50 linear feet within the common area for screening and buffering. Additionally, 75% of the length of the common area for screening and buffering shall have beds of shrubs and groundcover, pursuant to Section 142-106 of the city's subdivision ordinance (and as amended). Within the natural edge infill areas, the existing natural canopy may satisfy these screening and buffering requirements. However, if there is a disturbance of the natural canopy area, the above screening and buffering shall be provided.

LEGEND

- PROPERTY LINE
- SLIP ROAD SCREENING & BUFFERING *outside R.O.W.*
- NOT PART OF DEVELOPMENT AGREEMENT

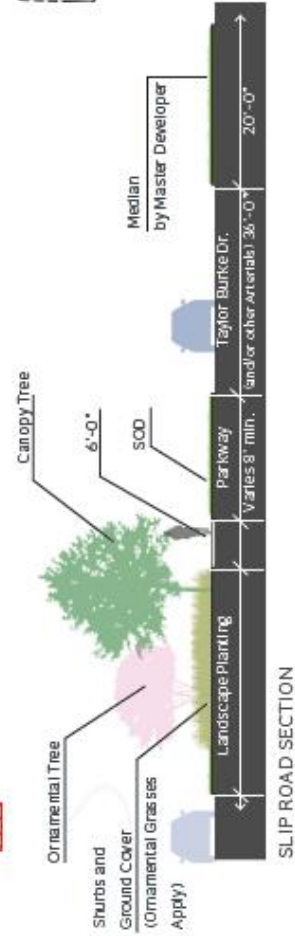


EXHIBIT K

Exhibit "L"

Variances

1. Certain variances for this Property and the Development thereon are contained in Paragraphs D.5, F.1, F.3, F.6, G, M, and O of this Agreement.
2. Certain variances for this Property and the Development thereon may also be depicted or identified in Exhibits C, E, F, G, J, and K to this Agreement.
3. No other variances for this Property are granted hereby and no other variances shall be allowed by or through this Agreement.

Document comparison by Workshare 10.0 on Thursday, June 24, 2021 3:46:03 PM

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