

SECOND AMENDMENT TO 2012 DEVELOPMENT AGREEMENT

This Second Amendment to 2012 Development Agreement (this “Second Amendment”) is executed between Trinity Falls Holdings LP, a Texas limited partnership (the “Owner”) and the City of McKinney, Texas (the “City”) to be effective November 2, 2016 (the “Effective Date”). The Owner and the City are sometimes herein referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

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

B. WHEREAS, CH-B Trinity Falls, LP assigned its interest in the Development Agreement to Owner on July 20, 2016; and

C. WHEREAS, the Parties desire to amend the Development Agreement as reflected in this Second Amendment; and

D. WHEREAS, in the event of any conflict or inconsistency between this Second Amendment and the Development Agreement, the provisions and intent of this Second Amendment shall control; and

E. WHEREAS, except as amended by this Second Amendment, the Parties intend that the Development Agreement shall remain in full force and effect; and

F. WHEREAS, terms used in this Second Amendment that have their initial letter capitalized but which are not defined in the Second Amendment shall have the meanings given to such terms in the Development Agreement.

NOW THEREFORE, for and in consideration for the mutual obligations of the Parties set forth herein, the Parties agree as follows:

1. Section 3.2 (g), (i), (j) and (k) of the Development Agreement shall be amended to read as follows:

(g) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO PROVIDE POLICE SERVICES AS REQUIRED BY SECTION 3.9.1 OF THIS AGREEMENT.

- (i) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION (IF APPLICABLE) TO BEGIN CONSTRUCTION OF A FIRE SERVICES FACILITY AS REQUIRED BY SECTION 3.9.3 OF THIS AGREEMENT.
- (j) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION (IF APPLICABLE) TO COMPLETE CONSTRUCTION OF A FIRE SERVICES FACILITY AND CAUSE SUCH FACILITY TO BE OPERATIONAL AS REQUIRED BY SECTION 3.9.2 OF THIS AGREEMENT.
- (k) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO FUND THE COST OF FIRE FIGHTING PERSONNEL AS REQUIRED BY SECTION 3.9.2 OF THIS AGREEMENT.

2. Section 3.3 of the Development Agreement is replaced in its entirety by the following:

Section 3.3 Public Infrastructure. Public Infrastructure, erosion control, screening and buffering, shall be designed to comply with the Governing Regulations and no construction or installation of such Public Infrastructure, erosion control, screening and buffering shall begin until plans and specifications have been reviewed and approved by the City. All Public Infrastructure, erosion control, screening and buffering shall be constructed, inspected, and installed in compliance with the Governing Regulations. Owner shall comply with all applicable TCEQ bond submittal requirements regarding any additional inspectors or additional inspections. TCEQ bond submittal inspections shall be performed by inspectors (certified and state-licensed, to the extent required by law) that have been approved by the District and that have agreed, in writing, to be bound by this Agreement (each, a “Certified Inspector”). The cost for any inspections by Certified Inspectors shall be paid for by the contractor performing the work (or by the owner of the property on which the work is being performed). For TCEQ bond submittals, Public Infrastructure inspection shall be made through the administrative control of the District pursuant to procedures to be adopted by the District, and each Certified Inspector agrees to be bound by such procedures, in which event there shall be provided to the City a copy of the report of each such inspection.

3. Section 3.6 of the Development Agreement is replaced in its entirety by the following:

Section 3.6 Certified Inspector Records and Reports. Each Certified Inspector shall maintain a permanent record of all Public Infrastructure inspected. All such records shall be available for copying by the City or the District. All such records shall be kept in a form reasonably approved by the City and as otherwise required by the District, the TCEQ and the Attorney General. Each Certified Inspector shall meet with an Owner

representative on-site, or at a location within the City, at least weekly to discuss the construction or installation of the Public Infrastructure and shall provide to the City and the District a copy of each Public Infrastructure inspection report within ten (10) days after the inspection is performed (including reports that identify deficiencies and subsequent corrective actions). Unless the City shall have objected in writing with reasonable specificity to the District within fifteen (15) days of the City's receipt of copies of such certificates, records or reports, then such certificates, records or reports shall be deemed accepted and approved by the City for all purposes, save and except compliance with the Governing Regulations.

4. Section 3.7 of the Development Agreement is replaced in its entirety by the following:

Section 3.7 Inspection of Public Infrastructure. All Public Infrastructure shall be constructed, inspected and installed in compliance with the approved plans and specifications and the Governing Regulations. The City shall engage one or more third-party inspectors or shall designate City employees which shall be certified and state-licensed to the extent required by law and acceptable to the City and District (each, a "Certified Inspector") in accordance with the scope of work attached hereto as **Exhibit E**, which inspectors shall inspect the construction or installation of all Public Infrastructure in accordance with the approved plans and specifications and the Governing Regulations and to provide TCEQ bond submittal inspection reports prepared in accordance with the procedures to be adopted by the District and TCEQ bond submittal requirements. Each Certified Inspector shall agree in writing to be bound by Sections 3.6 and 3.7 of this Agreement and the Governing Regulations. In the event the City determines based upon inspection reports from the Certified Inspector that any Public Infrastructure is not being constructed in compliance with the Governing Regulations and the Owner or contractor fails to correct the non-compliance within a reasonable period of time after notice thereof, the City shall have the right to enforce compliance and to stop new work on the Public Infrastructure by the issuance of a "stop work order" until the non-compliance is corrected to the satisfaction of the City. The cost for the Certified Inspectors shall be paid for by the Owner.

5. A new Section 3.9.4 is added to the Development Agreement as follows:

Section 3.9.4 The Owner may convey the Fire Station Property to the District to be held by the District until the Owner commences construction on the fire station facility, at which time the Fire Station Property shall be reconveyed by the District to Owner pursuant to Section 11.01 of the 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 1 of Collin County and Section 11.01 of the 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 2 of Collin County.

6. Section 4.3 of the Development Agreement is replaced in its entirety by the following:

Section 4.3 Plan Review and Inspection Fees. All plan review and inspections of Structures by the City shall be subject to the payment by the owner/contractor of the applicable published City fees for plan review and inspection of Structures within the City. The City shall waive all plan review fees for Public Infrastructure in lieu of the payment by Owner of the Third-Party Review Fees set forth in Section 3.3 above. The City shall waive all inspection fees relating to the Public Infrastructure in lieu of the Owner paying all costs of the Certified Inspectors set forth in Section 3.6 above. Nothing in this Section 4.3 is intended to obligate the City to perform any inspections of Public Infrastructure or any Structure or to create any liability of the City to determine whether any Public Infrastructure or any Structure is constructed in accordance with the Governing Regulations.

7. Section 5.1.1.1.1 of the Development Agreement is replaced in its entirety by the following:

5.1.1.1.1 not sooner than the date of the request for the issuance of a building permit for the 1,800th Dwelling Unit or later than the issuance of a building permit for the 2,200th Dwelling Unit, use its best efforts to implement the City's capital improvement plans to design, acquire easements for, construct, cause to be dedicated to and accepted by the City, and make operational, the "Bloomdale Pump Station" and the water lines required to deliver an adequate supply of water from the Bloomdale Pump Station to the north side of Bloomdale Road as shown on the City's Water Master Plan. Within 60 days after Owner's Notice to the City that at least 1,000 building permits have been issued, the City shall provide Notice to Owner of the City's ability and intentions with regards to the timing of construction of the Bloomdale Pump Station and associated infrastructure, including, but not limited to, the NTMWD facilities required to deliver water to the Bloomdale Pump Station;

8. Section 5.1.1.2.3.1 (erroneously numbered in the Development Agreement) of the Development Agreement is replaced in its entirety by the following:

5.1.1.2.3 subject to Section 5.1.1.4 below and provided the Bloomdale Pump Station is operating at such time, not sooner than the issuance of a building permit for the 1,800th Dwelling Unit or later than the issuance of a building permit for the 2,200th Dwelling Unit, design, acquire easements for, construct, and tender for dedication to and acceptance by the City, the water distribution facilities designated as the "East Feed" on attached Exhibit C-5 (including facilities and improvements related thereto, the "East Water Feed");

9. Section 5.1.3.5 of the Development Agreement is replaced in its entirety by the following:

Section 5.1.3.5 In the event the City uses its power of eminent domain under Section 5.1.3.12 for the acquisition of off-Property right-of-way and easements for the construction of FM 543/Trinity Falls Parkway as a four-lane, divided thoroughfare and provided Owner has delivered to the City by November 1, 2016, legal descriptions of

such off-Property right-of-way interests sufficient to begin eminent domain proceedings. Owner shall commence construction of FM 543 as shown on **Exhibit C-5** within ninety (90) days after such right-of-way has been acquired by City and shall diligently pursue completion thereof in conformance with City standards prior to the issuance of the 655th building permit; however, building permits shall continue to be issued for up to an aggregate total of 750 Dwelling Units so long as Owner is diligently pursuing completion of construction, as solely determined by City, after which any building permit issuance shall cease until completion; and upon completion and approval by the City of FM 543/Trinity Falls Parkway, building permits for up to an aggregate total of 1,760 Dwelling Units may be issued until the conditions described in Section 5.1.3.7 are satisfied; however, permit issuance shall otherwise cease until the conditions in Section 5.1.3.7 are satisfied. The City Engineer, at his discretion, may allow additional Dwelling Unit permits prior to approval of the completion of construction if the road is safe for public use. Without limiting the items required for opening the road for public use, the following must be completed where applicable: pavement, striping, lighting, signage, guard rails, sidewalks, and other items the construction and installation of which would cause unsafe conditions if performed while the roadway is open.

10. Article VI of the Development Agreement is replaced in its entirety by the following:

“ARTICLE VI

TERM OF AGREEMENT

This Agreement shall terminate on December 4, 2027; however, it shall be automatically extended for successive five (5) year periods if the Owner and District obligations are not completed by December 4, 2027. If extended under this Article, the Agreement shall terminate upon City’s written acknowledgement of the full performance of all obligations hereunder, whether by Owner or District, unless extended by mutual agreement of Owner and the City (as extended, the “Term”). The Term shall not be affected by any limited purpose annexation pursuant to Section 7.3.”

11. Since the initial effective date of the Development Agreement, the parties acknowledge certain additions and deletions to the Property as described therein. In order to accurately reflect the depiction of the Property to which the Development Agreement applies, a new exhibit entitled “*Exhibit A District M.U.D. Map*” has been prepared to be substituted for the Exhibit A in the Development Agreement. From and after the effective date of this Second Amendment, all references in the Development Agreement to Exhibit A shall mean and refer to the **Exhibit A** attached hereto, which is incorporated herein for all purposes.

12. In accordance with Paragraph 9 above new legal descriptions have been prepared to accurately define the limits of those areas shown on **Exhibit A** as M.U.D. No. 1 Tract B, M.U.D. No.1 Tract C, and M.U.D. No. 2 Tract B. Accordingly, from and after the effective date of this Second Amendment, all references in the Development Agreement to Exhibit B-2 shall mean and refer to **Exhibit B-2A** and **Exhibit B- 2B** which are attached hereto and incorporated

herein for all purposes; and all references in the Development Agreement to Exhibit B-4 shall mean and refer to **Exhibit B-4** which is attached hereto and incorporated herein for all purposes.

13. From and after the effective date of this Second Amendment, all references in the Development Agreement to Exhibit C-1, Exhibit C-1A, Exhibit C-2, Exhibit C-2A, Exhibit C-3, Exhibit C-3A, Exhibit C-4, Exhibit C-4A or Exhibit C-5 shall mean and refer, as applicable, to **Exhibit C-1, Exhibit C-1A, Exhibit C-2, Exhibit C-2A, Exhibit C-3, Exhibit C-3A, Exhibit C-4, Exhibit C-4A or Exhibit C-5** which are attached hereto and incorporated herein for all purposes.

14. The City's Street Design Manual is hereby incorporated by reference as part of the Governing Regulations under Development Agreement, subject to the elimination of Section 8.5 thereof requiring bike lanes. Accordingly, Exhibit D of the Development Agreement is hereby revised and from and after the effective date of this Second Amendment, all references in the Development Agreement to Exhibit D shall mean and refer to **Exhibit D** which is attached hereto and incorporated herein for all purposes.

15. Owner and City acknowledge that in accordance with the provisions of Section 12.18.1 of the Agreement, a special warranty deed for the CCOL ROW from CH-B TRINITY FALLS, LP to the City (the "CH-B CCOL Deed"), was delivered to _____ as Escrow Agent to be held by Escrow Agent pursuant to the Escrow Instructions contained in Section 12.18.2 and **Exhibit M** of the First Amendment. Notwithstanding the fact that the CH-B CCOL Deed was delivered into escrow, the property comprising the CCOL ROW remains titled in Owner with the result that Owner is, and will remain, liable for the payment of ad valorem taxes assessed against such property during the term of the escrow, even though the property comprising the CCOL ROW cannot be developed by Owner (except for the installation of utilities) for a period of up to 40 years. Owner has requested, and City has agreed, to allow Owner to convey the CCOL ROW to the McKinney Municipal Utility District No. 2 of Collin County ("MUD No. 2"), which will remain in title during the term of the escrow and is exempt from ad valorem taxes, on the condition that MUD No. 2 deliver a deed (the "MUD CCOL Deed") for the CCOL ROW substantially in the form of the Special Warranty Deed in **Exhibit L** containing the legal description of the property being conveyed and being subject only those Permitted Exceptions presently in the CH-B CCOL Deed. Upon approval of the MUD CCOL Deed by City and Escrow Agent's receipt of the MUD CCOL Deed from MUD No. 2, Escrow Agent is instructed to release the CH-B CCOL Deed to Owner and substitute, in lieu thereof, the MUD CCOL Deed.

16. **Exhibit M** attached to the First Amendment is hereby modified in the following particulars:

Section 2. Escrow of CCOL Deed is revised to add the following sentence to the end thereof:

"Upon receipt of the MUD CCOL Deed referred to in Paragraph 15 of the Second Amendment and written approval thereof from the City, Escrow Agent is instructed to

accept the MUD CCOL Deed in substitution of the CH-B CCOL Deed held by Escrow Agent and to return the CH-B CCOL Deed to Owner.”

Section 7. Notice is revised to substitute the following for Owner:

To Owner: **McKinney Municipal Utility District No. 2 of Collin County**

Attn: Elizabeth York, General Counsel
5005 Riverway, Suite 500
Houston, TX 77056
E-Mail: elizabeth@johnsondev.com

With copy to: _____

All other provisions of **Exhibit M** not in conflict herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment in multiple copies, each of equal dignity, as of the date first given above.

CITY:

City of McKinney

ATTEST:

_____, City Secretary

By: _____
Name: Paul G. Grimes
Its: City Manager

Date: _____

APPROVED AS TO FORM:

City Attorney

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

OWNER:

Trinity Falls Holdings, LP, a Texas limited partnership

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

By: _____
Name: _____
Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

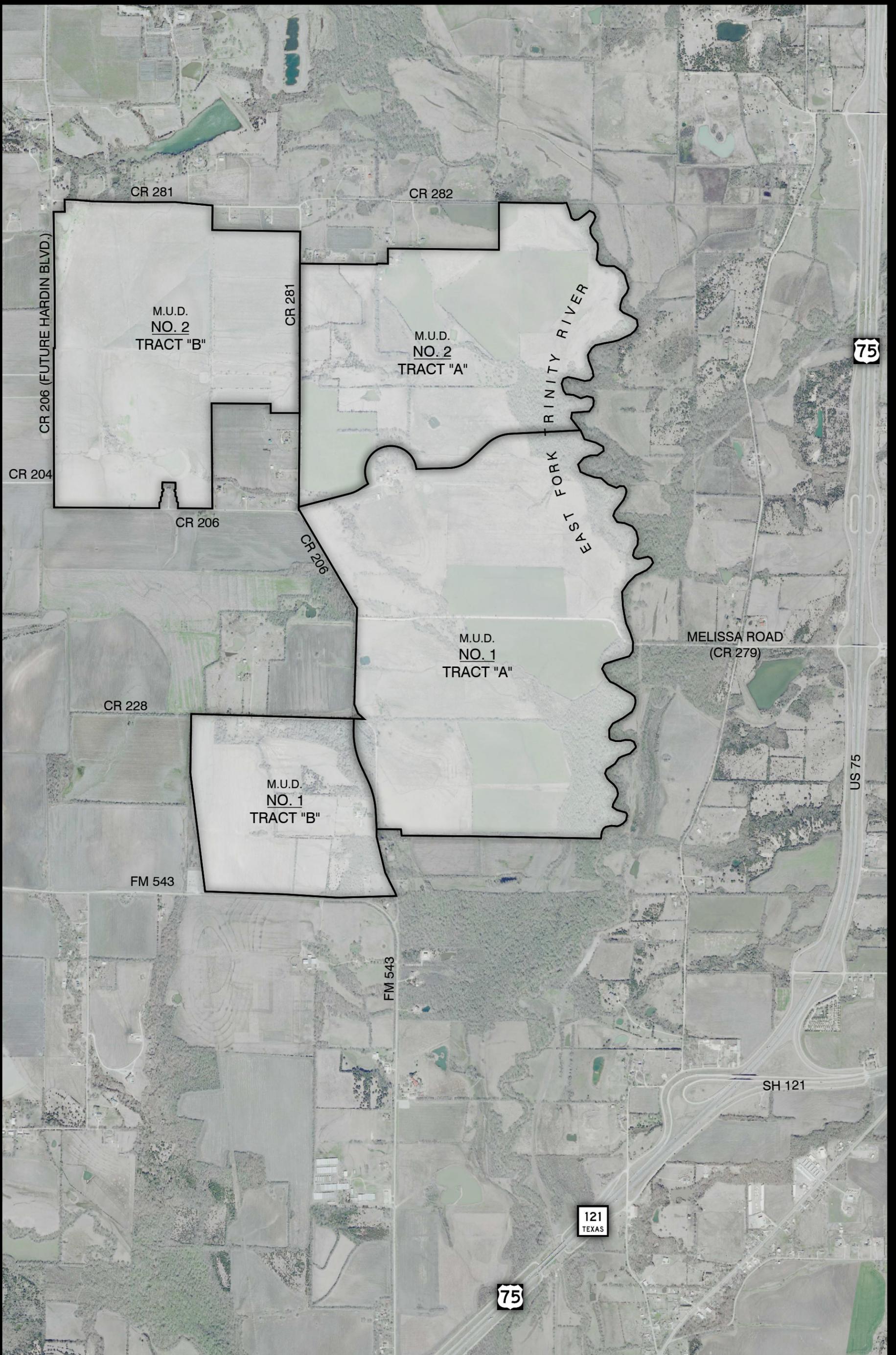
 This instrument was acknowledged before me on the _____ day of _____, 2016, by _____, _____ of Johnson Trinity Falls GP, LLC, a Texas limited liability company, General Partner of Trinity Falls Holdings, LP, a Texas limited partnership, on its behalf.

Notary Public, State of Texas

List of Exhibits:

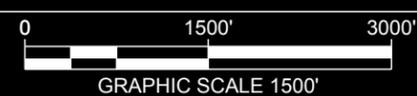
- Exhibit A – District M.U.D. Map
- Exhibit B-2A – Legal Description of 206.286 acres (MUD 1/TRACT B)
- Exhibit B-2B – Legal Description of 1.276 acres (MUD 1/TRACT C)
- Exhibit B-4 – Legal Description of 404.156 acres (MUD 2/TRACT B)
- Exhibit C-1 – Concept Plan – Land Use
- Exhibit C-1A – Concept Plan Alternate – Land Use
- Exhibit C-2 – Concept Plan – Planning Units
- Exhibit C-2A – Concept Plan Alternate - Planning Units
- Exhibit C-3 Concept Plan – Thoroughfare Plan
- Exhibit C-3A Concept Plan Alternate – Thoroughfare Plan
- Exhibit C-4 Concept Plan – Trinity Falls Park Phasing
- Exhibit C-4A Concept Plan Alternate – Trinity Falls Park Phasing
- Exhibit C-5 Concept Plan – Major Infrastructure
- Exhibit D – City Ordinances
- Exhibit E - Certified Inspectors

EXHIBIT "A"



Trinity Falls
McKinney E.T.J.
Collin County, Texas

Exhibit A District M.U.D. Map



DATE: 11-28-2012



EXHIBIT B-2A
Legal Description
206.286 acres
(MUD 1/TRACT B)

BEING A 206.318 ACRE TRACT OF LAND SITUATED IN THE JOHN EMBERSON SURVEY, ABSTRACT NO. 294, AND THE MEREDITH HART SURVEY, ABSTRACT NO. 371, COLLIN COUNTY, TEXAS, AND BEING PART OF A 0.469 ACRE TRACT CONVEYED AS "TRACT 2" AND A 182.711 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344730, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND PART OF A 26.423 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" AND A 0.653 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344720, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAME ALSO BEING ALL OF A 0.901 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY, RECORDED IN INSTRUMENT NO. 20140109000024290 OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND PART OF A 6.72 ACRE TRACT OF LAND CONVEYED TO GRAYSON-COLLIN ELECTRIC COOPERATIVE BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2000-0133812, LAND RECORDS, COLLIN COUNTY, TEXAS. SAID 206.318 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-DF8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF AFORESAID 182.711 ACRE TRACT AND BEING THE NORTHEAST CORNER OF A CALLED 20.300 ACRE TRACT OF LAND CONVEYED TO TOM B. WILSON BY DEED RECORDED IN VOLUME 935, PAGE 598, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING ON THE SOUTH LINE OF A CALLED 361.66 ACRE TRACT OF LAND CONVEYED TO HERITAGE FARM TRUST BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 98-0084317, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 88 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF AFORESAID 182.711 ACRE TRACT AND ALONG THE COMMON SOUTH LINE OF AFORESAID 361.66 ACRE TRACT, A DISTANCE OF 2578.42 FEET TO THE SOUTHWEST CORNER OF SAID 0.901 ACRE TRACT;

THENCE DEPARTING THE NORTH LINE OF SAID 182.711 ACRE TRACT AND ALONG THE WESTERLY LINE OF SAID 0.901 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 01 DEGREES 43 MINUTES 15 SECONDS EAST, A DISTANCE OF 65.50 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90 DEGREES 05 MINUTES 03 SECONDS, A RADIUS OF 66.00 FEET, AND A LONG CHORD THAT BEARS NORTH 46 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 93.41 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 103.77 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 38 MINUTES 13 SECONDS EAST, A DISTANCE OF 84.00 FEET TO A POINT FOR CORNER;

NORTH 07 DEGREES 54 MINUTES 51 SECONDS EAST, A DISTANCE OF 23.23 FEET TO THE NORTHWEST CORNER OF AFORESAID 0.901 ACRE TRACT;

THENCE SOUTH 88 DEGREES 21 MINUTES 47 SECONDS EAST, ALONG THE NORTH LINE OF SAID 0.901 ACRE TRACT, A DISTANCE OF 73.96 FEET TO THE NORTHEAST CORNER OF SAID 0.901 ACRE TRACT, AND BEING IN THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE SOUTH 22 DEGREES 24 MINUTES 21 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID 0.901 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 161.50 FEET TO A POINT FOR CORNER;

THENCE SOUTH 47 DEGREES 40 MINUTES 01 SECONDS EAST, CONTINUING ALONG THE EASTERLY LINE OF SAID 0.901 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 140.42 FEET TO THE SOUTHEAST CORNER OF SAID 0.901 ACRE TRACT, AND BEING ON THE NORTH LINE OF AFORESAID 182.711 ACRE TRACT;

THENCE NORTH 88 DEGREES 16 MINUTES 45 SECONDS WEST, DEPARTING THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD NO. 206, ALONG THE NORTH LINE OF SAID 182.711 ACRE TRACT AND THE SOUTH LINE OF SAID 0.901 ACRE TRACT, A DISTANCE OF 172.26 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 182.711 ACRE TRACT, SAID 0.469 ACRE TRACT AND SAID 26.423 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 01 DEGREES 38 MINUTES 13 SECONDS WEST, A DISTANCE OF 160.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26 DEGREES 38 MINUTES 26 SECONDS, A RADIUS OF 1450.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 11 DEGREES 41 MINUTES 00 SECONDS EAST, A DISTANCE OF 668.15 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 674.20 FEET TO A POINT FOR CORNER;

SOUTH 25 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 241.04 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22 DEGREES 02 MINUTES 58 SECONDS, A RADIUS OF 1450.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 13 DEGREES 58 MINUTES 44 SECONDS EAST, A DISTANCE OF 554.58 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 558.01 FEET TO A POINT FOR CORNER;

SOUTH 02 DEGREES 57 MINUTES 15 SECONDS EAST, A DISTANCE OF 237.94 FEET TO A POINT FOR CORNER ON THE EAST LINE OF SAID 26.423 ACRE TRACT AND BEING IN AFORESAID COLLIN COUNTY ROAD NO. 206;

THENCE, SOUTH 00 DEGREES 34 MINUTES 35 SECONDS EAST, ALONG THE EAST LINE OF SAID 26.423 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 A DISTANCE OF 169.57 FEET TO A PK NAIL SET FOR THE SOUTHEAST CORNER OF SAID 26.423 ACRE TRACT AND A COMMON EAST CORNER OF SAID 182.711 ACRE TRACT;

THENCE, ALONG THE EAST LINE OF SAID 182.711 ACRE TRACT, AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 13 DEGREES 23 MINUTES 32 SECONDS EAST, A DISTANCE OF 619.60

FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED
"CARTER BURGESS" SET FOR CORNER;

SOUTH 26 DEGREES 26 MINUTES 21 SECONDS EAST, A DISTANCE OF 308.47
FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED
"CARTER BURGESS" SET FOR CORNER AND THE BEGINNING OF A NONTANGENT
CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12
DEGREES 30 MINUTES 28 SECONDS, A RADIUS OF 570.00 FEET, AND A LONG
CHORD THAT BEARS SOUTH 23 DEGREES 04 MINUTES 21 SECONDS EAST, A
DISTANCE OF 124.18 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF
124.43 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP
STAMPED "CARTER BURGESS" SET FOR THE SOUTHEAST CORNER OF SAID
182.711 ACRE TRACT, AND BEING ON THE NORTH RIGHT-OF-WAY LINE OF F.M. 543 (A
VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, ALONG THE SOUTH LINE OF AFORESAID 182.711 ACRE TRACT AND THE COMMON NORTH
RIGHT-OF-WAY LINE OF F.M. 543, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 88 DEGREES 19 MINUTES 01 SECONDS WEST, PASSING AT A
DISTANCE OF 21.52 FEET, A PK NAIL FOUND FOR WITNESS, CONTINUING A
TOTAL DISTANCE OF 887.99 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW
PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER AND THE
BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL
ANGLE OF 05 DEGREES 16 MINUTES 00 SECONDS, A RADIUS OF 1870.34
FEET, A CHORD BEARING OF NORTH 89 DEGREES 02 MINUTES 59 SECONDS
WEST, AND A CHORD LENGTH OF 171.86 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT HAVING AN ARC LENGTH OF
171.92 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP
STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 86 DEGREES 24 MINUTES 59 SECONDS WEST, A DISTANCE OF 819.32
FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED
"CARTER BURGESS" SET FOR CORNER;

NORTH 87 DEGREES 54 MINUTES 59 SECONDS WEST, A DISTANCE OF 1322.00
FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED
"CARTER BURGESS" SET FOR THE SOUTHWEST CORNER OF AFORESAID
182.711 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF AFORESAID
6.72 ACRE TRACT;

THENCE NORTH 07 DEGREES 04 MINUTES 31 SECONDS WEST, ALONG THE WEST LINE OF SAID
182.711 ACRE TRACT AND THE EAST LINE OF SAID 6.72 ACRE TRACT, A DISTANCE OF 665.86 FEET TO
A POINT FOR CORNER;

THENCE NORTH 88 DEGREES 27 MINUTES 18 SECONDS WEST, DEPARTING THE WEST LINE OF SAID
182.711 ACRE TRACT, OVER AND ACROSS SAID 6.72 ACRE TRACT, A DISTANCE OF 200.87 FEET TO A
POINT FOR CORNER ON THE WEST LINE OF SAID 6.72 ACRE TRACT AND THE EAST LINE OF A
CALLED 38.948 ACRE TRACT OF LAND CONVEYED TO PURPLE FROG LTD. BY SPECIAL WARRANTY
DEED RECORDED IN INSTRUMENT NO. 20060724001039860, SAID LAND RECORDS;

THENCE NORTH 01 DEGREES 32 MINUTES 42 SECONDS EAST, ALONG THE WEST LINE OF SAID 6.72
ACRE TRACT AND THE EAST LINES OF SAID 38.948 ACRE TRACT AND AFORESAID 20.30 ACRE TRACT,

A DISTANCE OF 1324.97 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHERNMOST CORNER OF SAID 6.72 ACRE TRACT, BEING ON THE WEST LINE OF AFORESAID 182.711 ACRE TRACT;

THENCE NORTH 00 DEGREES 53 MINUTES 45 SECONDS EAST, ALONG WEST LINE OF AFORESAID 182.711 ACRE TRACT AND THE EAST LINE OF SAID 20.30 ACRE TRACT, A DISTANCE OF 986.32 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 206.318 ACRES OF LAND, MORE OR LESS.

SAVE AND EXCEPT A 0.032 ACRE TRACT OF LAND, BEING ALL OF A CALLED 0.03 ACRE TRACT OF LAND DESCRIBED AS "FAMILY BURIAL GROUNDS" IN DEED RECORDED IN VOLUME 294, PAGE 43, DEED RECORDS, COLLIN COUNTY, TEXAS, SAID 0.032 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT 3/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF AFORESAID 182.82 ACRE TRACT AND BEING THE NORTHEAST CORNER OF AFORESAID 20.300 ACRE TRACT AND BEING ON THE SOUTH LINE OF AFORESAID 361.66 ACRE TRACT;

THENCE, SOUTH 88 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF SAID 182.82 ACRE TRACT AND ALONG THE COMMON SOUTH LINE OF SAID 361.66 ACRE TRACT, A DISTANCE OF 618.15 FEET TO A POINT;

THENCE, SOUTH 01 DEGREES 05 MINUTES 01 SECONDS WEST, OVER AND ACROSS SAID 182.82 ACRE TRACT, A DISTANCE OF 31.10 FEET TO A FENCE CORNER POST FOUND FOR **THE POINT OF BEGINNING**;

THENCE, CONTINUING OVER AND ACROSS SAID 182.82 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 39 MINUTES 44 SECONDS EAST, A DISTANCE OF 39.36 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

SOUTH 00 DEGREES 24 MINUTES 46 SECONDS EAST, A DISTANCE OF 35.96 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

NORTH 88 DEGREES 50 MINUTES 03 SECONDS WEST, A DISTANCE OF 40.28 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

NORTH 01 DEGREES 05 MINUTES 01 SECONDS EAST, A DISTANCE OF 34.92 FEET TO **THE POINT OF BEGINNING**, AND CONTAINING 0.032 ACRES OF LAND, MORE OR LESS, LEAVING A **NET ACREAGE OF 206.286 ACRES** OF LAND, MORE OR LESS.

EXHIBIT B-2B
Legal Description
1.276 acres
(MUD 1/TRACT C)

BEING A 1.276 ACRE TRACT OF LAND SITUATED IN THE MEREDITH HART SURVEY, ABSTRACT NO. 371, COLLIN COUNTY, TEXAS AND BEING ALL OF A CALLED 1.272 ACRE TRACT OF LAND DESCRIBED IN AN AGREED JUDGEMENT TO MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY, AS RECORDED IN INSTRUMENT NO. 20131023001452120, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID 1.272 ACRE TRACT, COMMON TO THE SOUTHERLY CORNER OF THE EASTERLY TERMINUS OF F.M. 543, (A.K.A. WESTON ROAD), A VARIABLE WIDTH RIGHT-OF-WAY, DESCRIBED IN RIGHT OF WAY DEEDS, AS RECORDED IN VOLUME 400, PAGE 412 AND VOLUME 400, PAGE 424 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, BEING ON THE WESTERLY LINE OF A CALLED 69.5680 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO STEVEN A. GROGEAN AND BRENDA GROGEAN, AS RECORDED IN INSTRUMENT NO. 2000101100111519 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 28 MINUTES 11 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID 1.272 ACRE TRACT AND THE WESTERLY LINE OF SAID 69.5680 ACRE TRACT, A DISTANCE OF 161.66 FEET TO A PK NAIL FOUND FOR CORNER;

THENCE SOUTH 00 DEGREES 48 MINUTES 19 SECONDS WEST, CONTINUING ALONG THE EASTERLY LINE OF SAID 1.272 ACRE TRACT AND THE WESTERLY LINE OF SAID 69.5680 ACRE TRACT, A DISTANCE OF 85.35 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 1.272 ACRE TRACT, COMMON TO THE NORTHERLY SOUTHWEST CORNER OF SAID 69.5680 ACRE TRACT, BEING ON THE NORTHERLY LINE OF A CALLED 15.7401 ACRE TRACT OF LAND DESCRIBED AS TRACT 1, PART 1, IN A TRANSFER OF RIGHT OF WAY TO CITY OF MCKINNEY, TEXAS, AS RECORDED IN INSTRUMENT NO. 20140217000146290 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AND ON THE EASTERLY RIGHT-OF-WAY LINE OF F.M. 543, A VARIABLE WIDTH RIGHT-OF-WAY, AS DESCRIBED IN A RIGHT OF WAY DEED, AS RECORDED IN VOLUME 516, PAGE 547 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID 1.272 ACRE TRACT, THE NORTHERLY LINE OF SAID 15.7401 ACRE TRACT, AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID F.M. 543, A DISTANCE OF 106.66 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FOR THE SOUTHWEST CORNER OF SAID 1.272 ACRE TRACT;

THENCE IN A NORTHWESTERLY DIRECTION, DEPARTING THE NORTHERLY LINE OF SAID 15.7401 ACRE TRACT, ALONG THE WESTERLY LINE OF SAID 1.272 ACRE TRACT AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID F.M. 543, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 761.18 FEET, A DELTA ANGLE OF 28 DEGREES 03 MINUTES 09 SECONDS, AN ARC DISTANCE OF 372.68 FEET, AND A CHORD BEARING NORTH 50 DEGREES 19 MINUTES 16 SECONDS WEST, A DISTANCE OF 368.97 FEET TO A POINT FOR CORNER AT THE END OF SAID CURVE AND AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID F.M. 543, AS RECORDED IN VOLUME 516, PAGE 547 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID F.M. 543, AS RECORDED IN VOLUME 400, PAGE 412 AND VOLUME 400, PAGE 424 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE NORTH 88 DEGREES 19 MINUTES 01 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID 1.272 ACRE TRACT AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID F.M. 543, A DISTANCE OF 393.33 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 1.276 ACRES (55,564 SQUARE FEET) OF LAND, MORE OR LESS.

SOUTH 00 DEGREES 34 MINUTES 55 SECONDS EAST, A DISTANCE OF 65.94 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 48 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 30.58 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 40 MINUTES 17 SECONDS EAST, PASSING AT A DISTANCE OF 66.78 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 95.05 FEET TO A POINT FOR AN ELL CORNER OF AFORESAID 158.524 ACRE TRACT AND THE SOUTHWEST CORNER OF AFORESAID REMAINDER MOTSENBACKER TRACT AND BEING ON THE NORTH LINE OF A CALLED 36.145 ACRE TRACT OF LAND CONVEYED TO CAROLYN PUTNEY BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2003-0016137, LAND RECORDS, COLLIN COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO.206;

THENCE NORTH 89 DEGREES 36 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON NORTH LINE OF AFORESAID 36.145 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 1762.31 FEET TO A POINT FOR CORNER;

THENCE NORTH 00 DEGREES 08 MINUTES 15 SECONDS WEST, PASSING AT A DISTANCE OF 26.32 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING ALONG THE WEST LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON EAST LINE OF THE FOLLOWING TRACTS, A CALLED 22.030 ACRE TRACT OF LAND CONVEYED TO BILLY J. DRURY, ET AL BY DEED RECORDED IN VOLUME 1043, PAGE 346, DEED RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 22.030 ACRE TRACT OF LAND CONVEYED TO JIMMIE L. DRURY BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2003-0060252, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 3.67 ACRE TRACT OF LAND CONVEYED TO RODNEY C. NIXON BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 93-0108403, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 3.67 ACRE TRACT OF LAND CONVEYED TO RODNEY C. NIXON BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 93-0108402, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 11.015 ACRE TRACT OF LAND CONVEYED TO QUIDA NIXON BY DEED RECORDED IN VOLUME 1043, PAGE 338, DEED RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 11.015 ACRE TRACT OF LAND CONVEYED TO DEAN ANDERSON BY DEED RECORDED IN VOLUME 1043, PAGE 333, DEED RECORDS, COLLIN COUNTY, TEXAS AND ALONG THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 2672.26 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 88 DEGREES 53 MINUTES 46 SECONDS EAST, A DISTANCE OF 19.61 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHWEST CORNER OF SAID 1113.084 ACRE TRACT;

THENCE ALONG THE WEST LINE OF AFORESAID 1113.084 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 00 DEGREES 12 MINUTES 11 SECONDS WEST, A DISTANCE OF 1035.01 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 50 MINUTES 11 SECONDS WEST, A DISTANCE OF 1248.29 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 404.156 ACRES OF LAND, MORE OR LESS.

Exhibit B-4
Legal Description
407.211 acres
(MUD 2/TRACT B)

BEING A 407.211 ACRE TRACT OF LAND SITUATED IN THE JOHN LARIMON SURVEY, ABSTRACT NO. 530, AND THE THOMAS BRUCE SURVEY, ABSTRACT NO. 103, COLLIN COUNTY, TEXAS, AND BEING PART OF A 158.524 ACRE TRACT OF LAND CONVEYED TO MA-BBO FIVE, L.P. BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060718001344740, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING PART OF A 1113.084 ACRE TRACT OF LAND CONVEYED TO MA BB OWEN, L.P. BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060616000829800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 407.211 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT AT A NORTHWEST CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF A CALLED 0.998 ACRE TRACT OF LAND CONVEYED TO CHAMBERVILLE CEMETERY ASSOCIATION BY DEED RECORDED IN VOLUME 2034, PAGE 573, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING IN COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE NORTH 89 DEGREES 45 MINUTES 16 SECONDS EAST, ALONG THE SOUTH LINE OF AFORESAID 0.998 ACRE TRACT, PASSING AT A DISTANCE OF 9.74 FEET A 5/8 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 188.45 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR AN INSIDE ELL CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF SAID 0.998 ACRE TRACT;

THENCE NORTH 00 DEGREES 55 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF AFORESAID 0.998 ACRE TRACT PASSING AT A DISTANCE OF 177.66 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 206.50 FEET TO A POINT FOR A NORTHEAST CORNER OF SAID 0.998 ACRE TRACT AND BEING A NORTHWEST CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING IN THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 281 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE ALONG THE NORTH LINE OF AFORESAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 88 DEGREES 11 MINUTES 52 SECONDS EAST, A DISTANCE OF 172.87 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 84 DEGREES 50 MINUTES 48 SECONDS EAST, A DISTANCE OF 300.57 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 88 DEGREES 57 MINUTES 46 SECONDS EAST, A DISTANCE OF 689.46 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 89 DEGREES 51 MINUTES 11 SECONDS EAST, A DISTANCE OF 691.44 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 84 DEGREES 42 MINUTES 34 SECONDS EAST, A DISTANCE OF 623.13 FEET TO A 3/4 INCH IRON ROD FOUND FOR THE MOST NORTHERN NORTHEAST CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING THE NORTHWEST CORNER OF A CALLED 7.04 ACRE TRACT OF LAND CONVEYED TO ROBERT W. GANTER AND ELIZABETH A. GANTER BY DEED RECORDED IN COUNTY CLERK'S NO. 97-0024749. LAND RECORDS, COLLIN COUNTY, TEXAS;

SOUTH 00 DEGREES 29 MINUTES 01 SECONDS WEST, ALONG AN EAST LINE OF AFORESAID 1113.084 ACRE TRACT AND THE COMMON WEST LINE OF AFORESAID 7.04 ACRE TRACT , A DISTANCE OF 411.24 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF SAID 7.04 ACRE TRACT;

SOUTH 89 DEGREES 02 MINUTES 06 SECONDS EAST, ALONG THE NORTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON SOUTH LINE OF AFORESAID 7.04 ACRE TRACT, A DISTANCE OF 1471.42 FEET TO A 1/2 INCH IRON PIPE FOUND FOR CORNER AND BEING ON THE WEST LINE OF A CALLED 5.660 ACRE TRACT OF LAND CONVEYED TO DONALD DWAYNE TUCKER AND WIFE, JEAN TUCKER RECORDED IN VOLUME 931, PAGE 368, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281;

THENCE SOUTH 00 DEGREES 40 MINUTES 36 SECONDS WEST, ALONG AN EAST LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON WEST LINES OF AFORESAID 5.660 TUCKER TRACT AND OF A CALLED 1.39 ACRE TRACT OF LAND CONVEYED TO CALVIN JARRETT AND KAREN JARRETT BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2005-0097078, LAND RECORDS, COLLIN COUNTY,

TEXAS AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281, A DISTANCE OF 537.51 FEET TO A POINT FOR THE CORNER;

THENCE, SOUTH 00 DEGREES 04 MINUTES 47 SECONDS WEST, OVER AND ACROSS SAID 1113.084 ACRE TRACT, A DISTANCE OF 2505.18 FEET TO A 1/2 INCH IRON ROD FOUND ON A SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A CALLED 3.000 ACRE TRACT OF LAND CONVEYED TO TERRY L. HARTWICK AND ROSE ETTA JONES BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0001673, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 1113.084 ACRE TRACT, AND THE COMMON NORTH LINE OF SAID 3.000 ACRE TRACT, A DISTANCE OF 484.37 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER ON THE EAST LINE OF A 19.33 ACRE TRACT OF LAND CONVEYED TO TERRY L. HARTWICK AND ROSE ETTA JONES BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 94-0065235, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 00 DEGREES 14 MINUTES 32 SECONDS WEST, A DISTANCE OF 154.99 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 19.33 ACRE TRACT;

THENCE, NORTH 89 DEGREES 39 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 19.33 ACRE TRACT, A DISTANCE OF 988.76 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER ON THE EAST LINE OF SAID 158.524 ACRE TRACT;

THENCE, SOUTH 00 DEGREES 26 MINUTES 33 SECONDS EAST, ALONG THE EAST LINE OF SAID 158.524 ACRE TRACT AND THE COMMON WEST LINES OF SAID 19.33 ACRE TRACT AND A CALLED 11.06 ACRE TRACT OF LAND CONVEYED TO HUGH P. McADAMS BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 92-0003436, LAND RECORDS, COLLIN COUNTY, TEXAS, A DISTANCE OF 1763.02 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 158.524 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF SAID 11.06 ACRE TRACT AND BEING IN THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY) AND BEING ON THE NORTH LINE OF A CALLED 72 ACRE TRACT OF LAND CONVEYED TO J.L. MELL, BEVERLY ANN ALLEN & NANCY JO. LAWRENCE BY DEED RECORDED IN COUNTY CLERKS' FILE NO. 2000-0101341, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 36 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON NORTH LINE OF AFORESAID 72 ACRE TRACT AND ALONG THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 A DISTANCE OF 576.42 FEET TO A POINT FOR AN ELL CORNER OF SAID 158.524 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF THE REMAINDER OF A TRACT OF LAND CONVEYED TO

DONALD M. MOTSENBACKER AND WIFE, NORMA FAYE MOTSENBACKER BY DEED RECORDED IN VOLUME 2678, PAGE 833, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE ALONG THE COMMON LINES BETWEEN AFORESAID 158.524 ACRE TRACT AND AFORESAID REMAINDER MOTSENBACKER TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 01 DEGREES 01 MINUTES 34 SECONDS EAST, PASSING AT A DISTANCE OF 28.19 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 95.45 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 46 DEGREES 22 MINUTES 09 SECONDS WEST, A DISTANCE OF 30.04 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 01 DEGREES 02 MINUTES 48 SECONDS EAST, A DISTANCE OF 66.35 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 48 DEGREES 15 MINUTES 02 SECONDS WEST, A DISTANCE OF 30.38 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 01 DEGREES 27 MINUTES 43 SECONDS EAST, A DISTANCE OF 66.57 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 46 DEGREES 58 MINUTES 13 SECONDS WEST, A DISTANCE OF 23.59 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 00 DEGREES 24 MINUTES 20 SECONDS EAST, A DISTANCE OF 25.48 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 71 DEGREES 03 MINUTES 06 SECONDS EAST, A DISTANCE OF 10.41 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 39 DEGREES 44 MINUTES 59 SECONDS EAST, A DISTANCE OF 10.78 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 00 DEGREES 21 MINUTES 32 SECONDS WEST, A DISTANCE OF 98.69 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 43 DEGREES 09 MINUTES 55 SECONDS WEST, A DISTANCE OF 11.67 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 88 DEGREES 23 MINUTES 42 SECONDS WEST, A DISTANCE OF 201.10 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 46 DEGREES 23 MINUTES 42 SECONDS WEST, A DISTANCE OF 10.70 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 14 DEGREES 06 MINUTES 56 SECONDS WEST, A DISTANCE OF 10.35 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 01 DEGREES 47 MINUTES 24 SECONDS WEST, A DISTANCE OF 81.41 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 19 DEGREES 38 MINUTES 16 SECONDS EAST, A DISTANCE OF 10.39 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 52 DEGREES 48 MINUTES 19 SECONDS EAST, A DISTANCE OF 10.82 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 76 DEGREES 36 MINUTES 21 SECONDS EAST, A DISTANCE OF 10.30 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 02 DEGREES 21 MINUTES 20 SECONDS WEST, A DISTANCE OF 25.12 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 47 DEGREES 10 MINUTES 36 SECONDS WEST, A DISTANCE OF 33.81 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 47 MINUTES 06 SECONDS EAST, A DISTANCE OF 63.78 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 44 DEGREES 58 MINUTES 54 SECONDS WEST, A DISTANCE OF 31.86 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 34 MINUTES 55 SECONDS EAST, A DISTANCE OF 65.94 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 48 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 30.58 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 40 MINUTES 17 SECONDS EAST, PASSING AT A DISTANCE OF 66.78 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 95.05 FEET TO A POINT FOR AN ELL CORNER OF AFORESAID 158.524 ACRE TRACT AND THE SOUTHWEST CORNER OF AFORESAID REMAINDER MOTSENBACKER TRACT AND BEING ON THE NORTH LINE OF A CALLED 36.145 ACRE TRACT OF LAND CONVEYED TO CAROLYN PUTNEY BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2003-0016137, LAND RECORDS, COLLIN COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO.206;

THENCE NORTH 89 DEGREES 36 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON NORTH LINE OF AFORESAID 36.145 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 1762.31 FEET TO A POINT FOR CORNER;

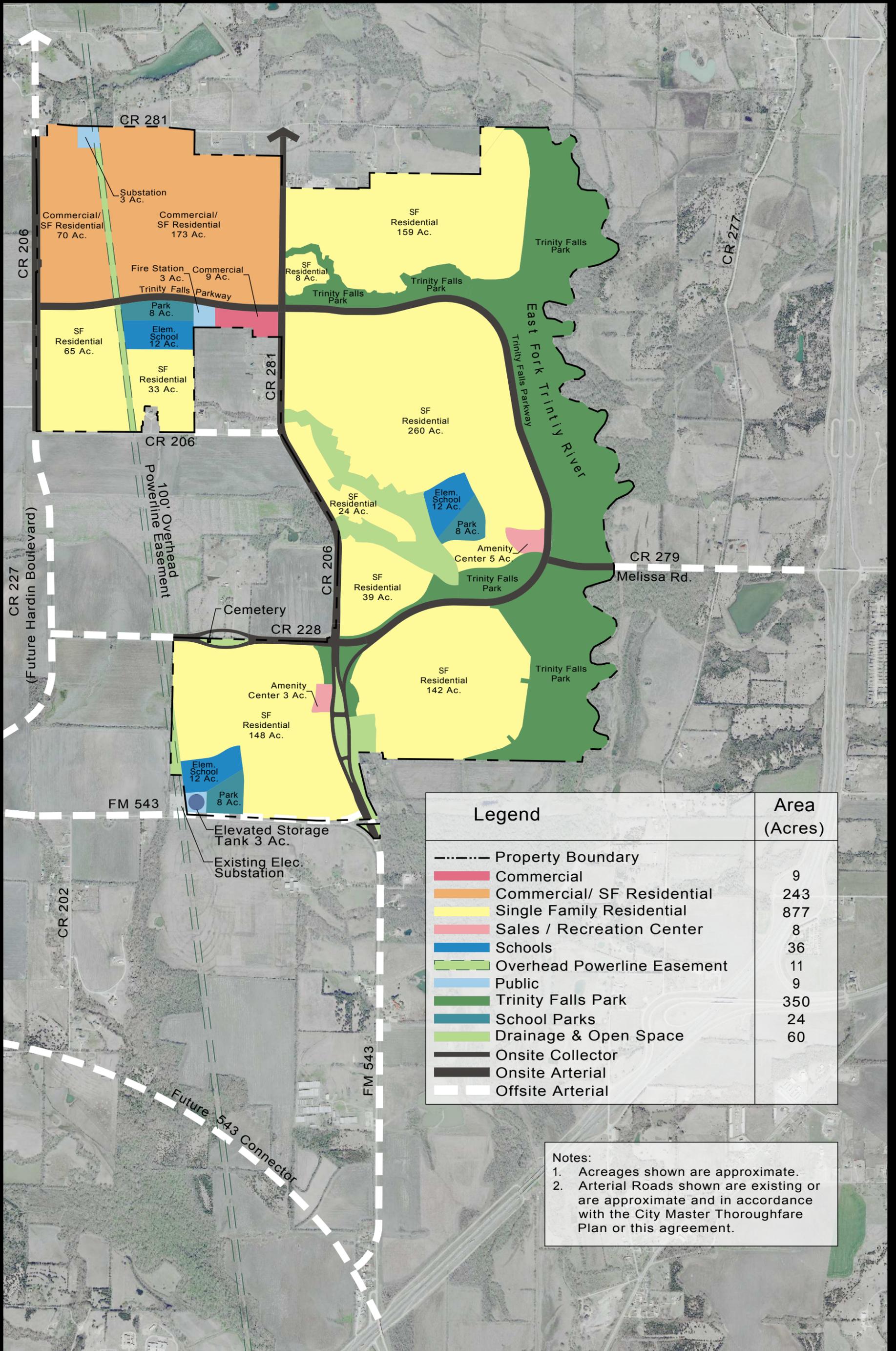
THENCE NORTH 00 DEGREES 08 MINUTES 15 SECONDS WEST, PASSING AT A DISTANCE OF 26.32 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING ALONG THE WEST LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON EAST LINE OF THE FOLLOWING TRACTS, A CALLED 22.030 ACRE TRACT OF LAND CONVEYED TO BILLY J. DRURY, ET AL BY DEED RECORDED IN VOLUME 1043, PAGE 346, DEED RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 22.030 ACRE TRACT OF LAND CONVEYED TO JIMMIE L. DRURY BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2003-0060252, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 3.67 ACRE TRACT OF LAND CONVEYED TO RODNEY C. NIXON BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 93-0108403, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 3.67 ACRE TRACT OF LAND CONVEYED TO RODNEY C. NIXON BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 93-0108402, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 11.015 ACRE TRACT OF LAND CONVEYED TO QUIDA NIXON BY DEED RECORDED IN VOLUME 1043, PAGE 338, DEED RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 11.015 ACRE TRACT OF LAND CONVEYED TO DEAN ANDERSON BY DEED RECORDED IN VOLUME 1043, PAGE 333, DEED RECORDS, COLLIN COUNTY, TEXAS AND ALONG THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 2672.26 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 88 DEGREES 53 MINUTES 46 SECONDS EAST, A DISTANCE OF 19.61 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHWEST CORNER OF SAID 1113.084 ACRE TRACT;

THENCE ALONG THE WEST LINE OF AFORESAID 1113.084 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

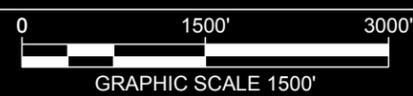
NORTH 00 DEGREES 12 MINUTES 11 SECONDS WEST, A DISTANCE OF 1035.01 FEET TO A POINT FOR CORNER;

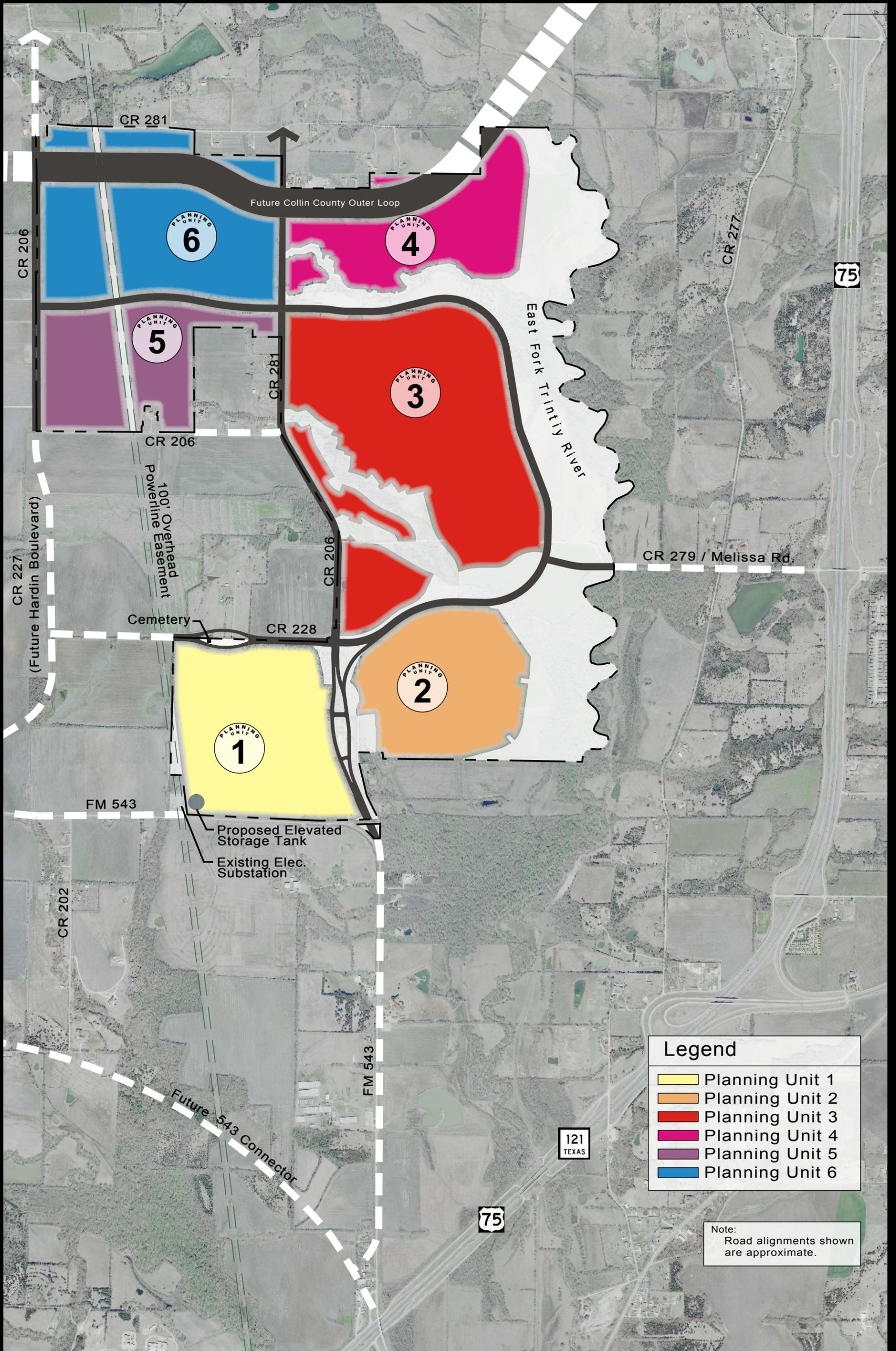
NORTH 00 DEGREES 50 MINUTES 11 SECONDS WEST, A DISTANCE OF 1248.29 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 407.211 ACRES OF LAND, MORE OR LESS.



Legend	Area (Acres)
----- Property Boundary	
Commercial	9
Commercial/ SF Residential	243
Single Family Residential	877
Sales / Recreation Center	8
Schools	36
Overhead Powerline Easement	11
Public	9
Trinity Falls Park	350
School Parks	24
Drainage & Open Space	60
Onsite Collector	
Onsite Arterial	
Offsite Arterial	

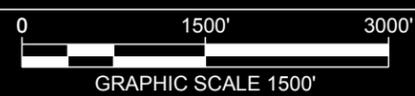
Notes:
 1. Acreages shown are approximate.
 2. Arterial Roads shown are existing or are approximate and in accordance with the City Master Thoroughfare Plan or this agreement.



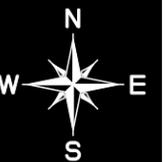


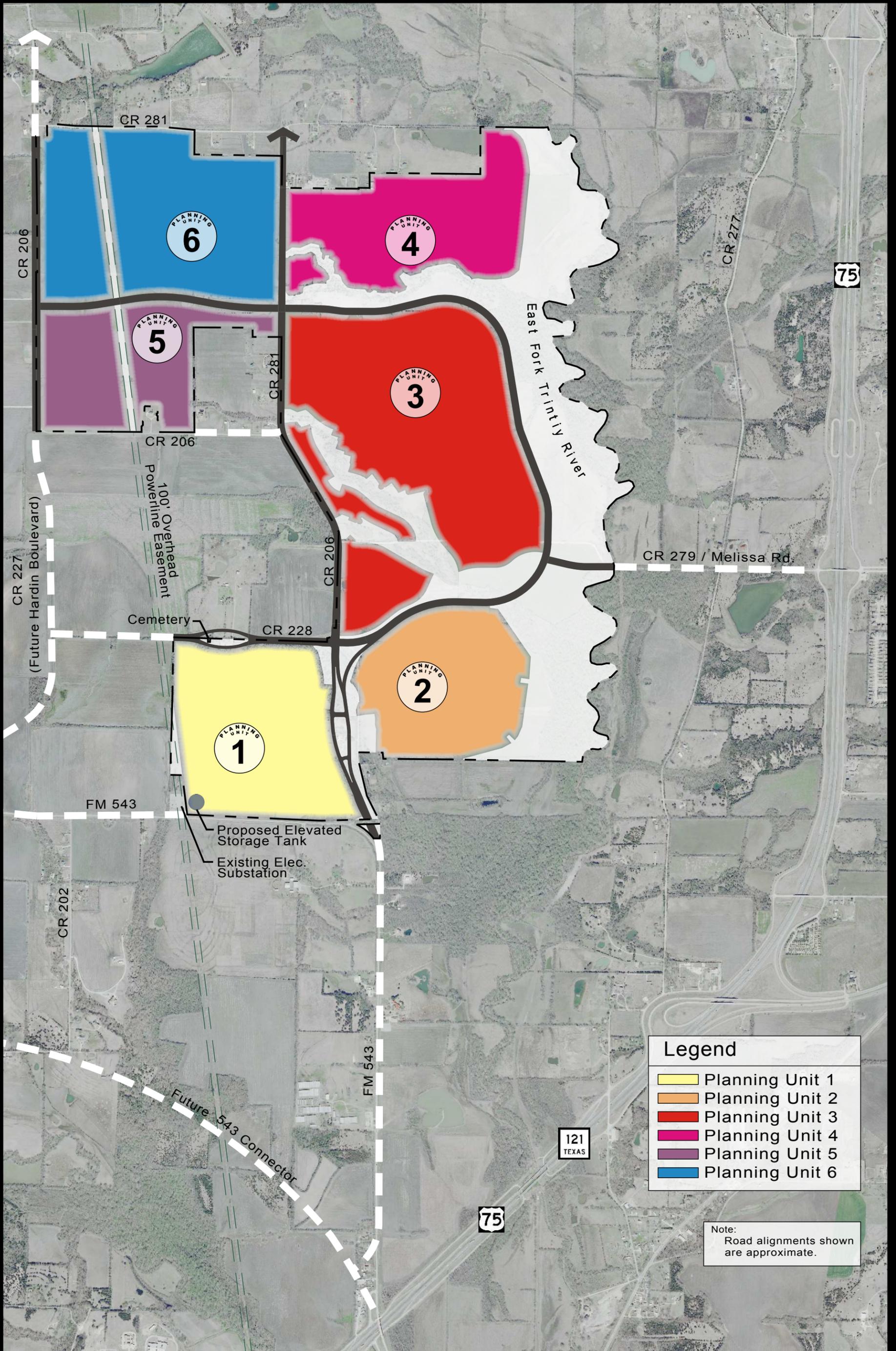
Trinity Falls
 McKinney E.T.J.
 Collin County, Texas

Exhibit C-2 Concept Plan-Planning Units



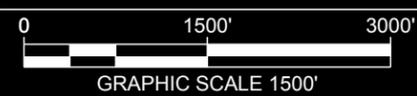
DATE: 10-05-2016

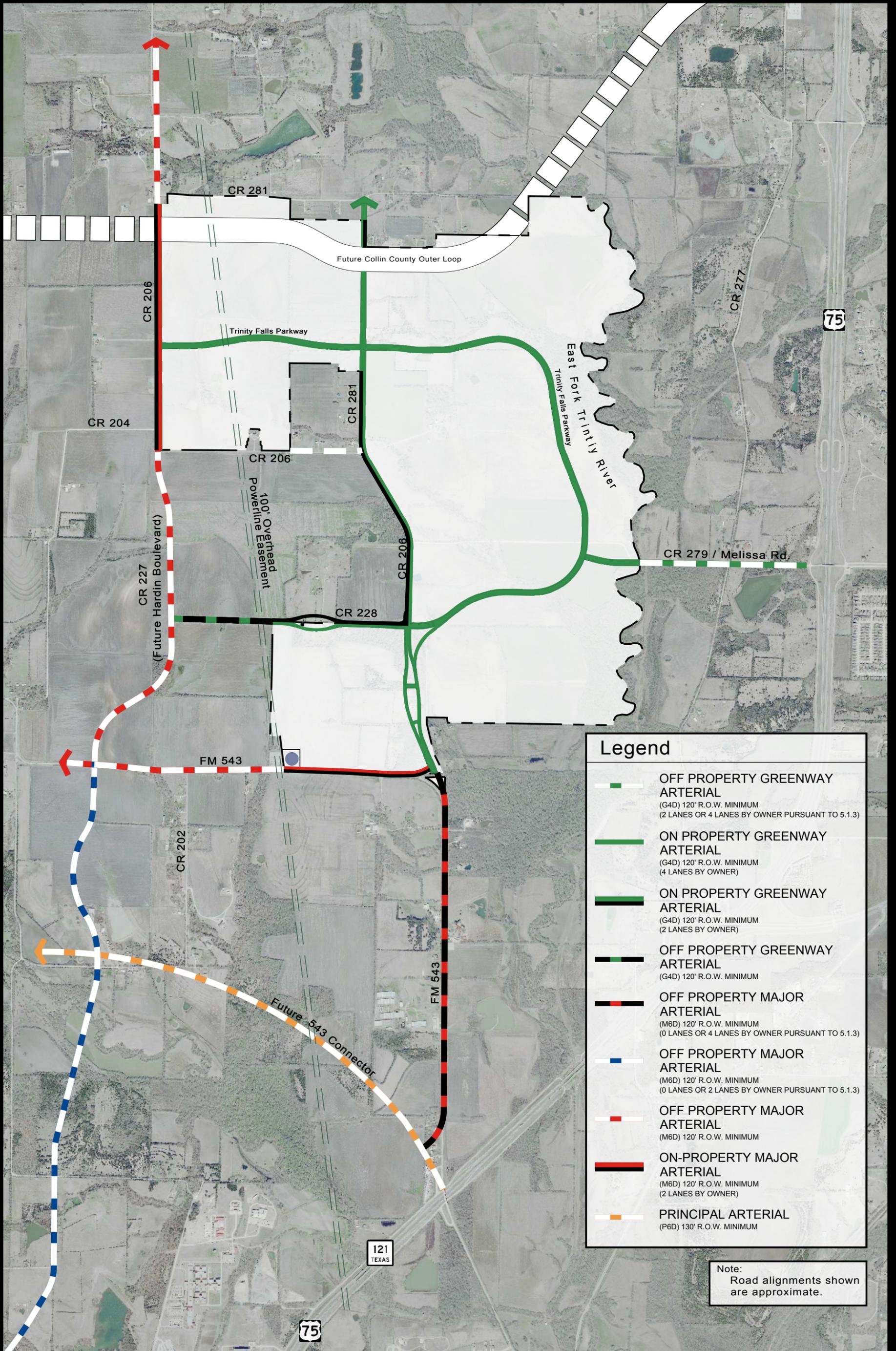




Legend	
	Planning Unit 1
	Planning Unit 2
	Planning Unit 3
	Planning Unit 4
	Planning Unit 5
	Planning Unit 6

Note:
Road alignments shown
are approximate.

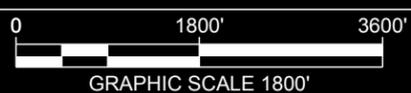


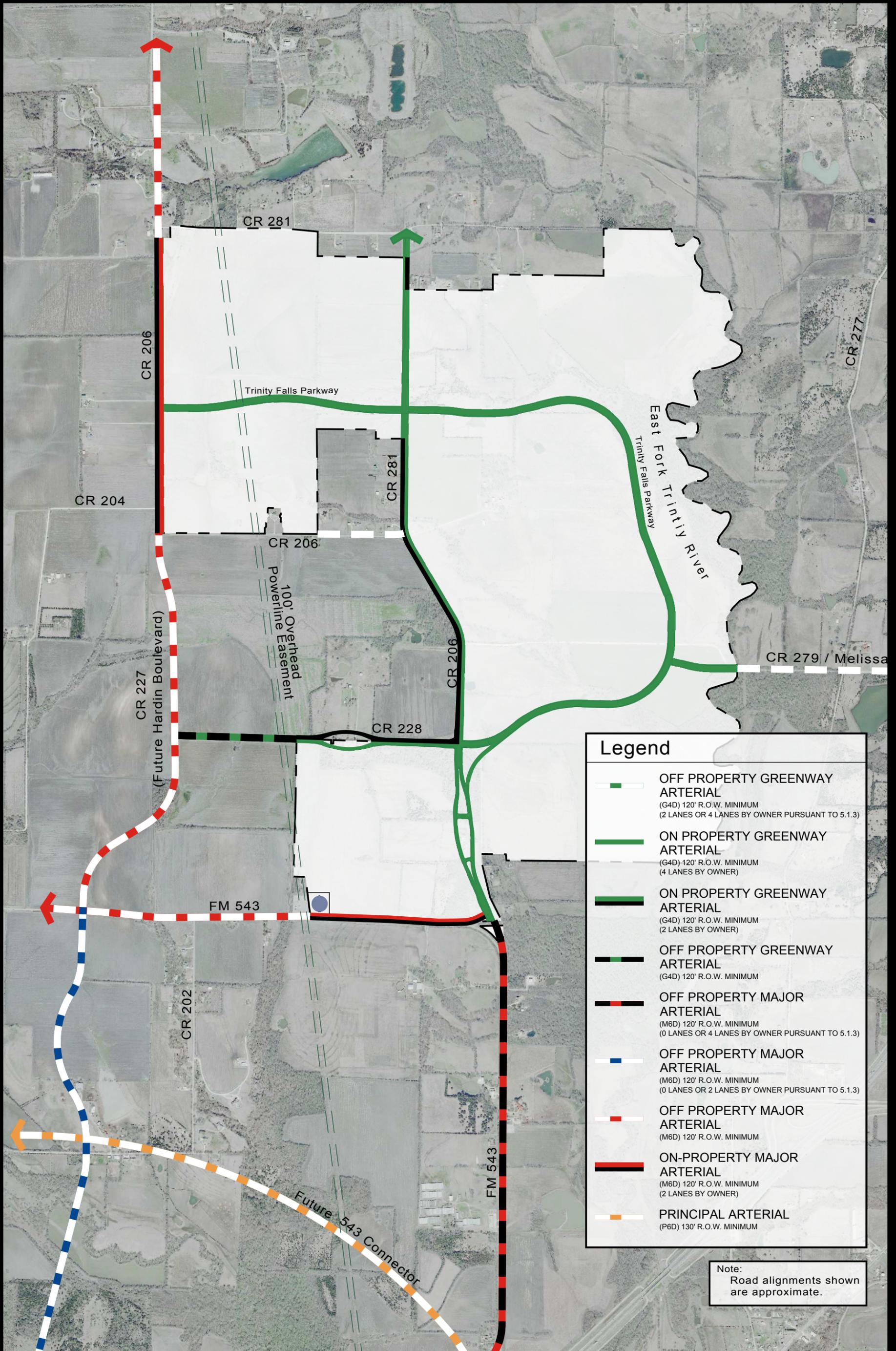


Legend

- OFF PROPERTY GREENWAY ARTERIAL
(G4D) 120' R.O.W. MINIMUM
(2 LANES OR 4 LANES BY OWNER PURSUANT TO 5.1.3)
- ON PROPERTY GREENWAY ARTERIAL
(G4D) 120' R.O.W. MINIMUM
(4 LANES BY OWNER)
- ON PROPERTY GREENWAY ARTERIAL
(G4D) 120' R.O.W. MINIMUM
(2 LANES BY OWNER)
- OFF PROPERTY GREENWAY ARTERIAL
(G4D) 120' R.O.W. MINIMUM
- OFF PROPERTY MAJOR ARTERIAL
(M6D) 120' R.O.W. MINIMUM
(0 LANES OR 2 LANES BY OWNER PURSUANT TO 5.1.3)
- OFF PROPERTY MAJOR ARTERIAL
(M6D) 120' R.O.W. MINIMUM
- ON-PROPERTY MAJOR ARTERIAL
(M6D) 120' R.O.W. MINIMUM
(2 LANES BY OWNER)
- PRINCIPAL ARTERIAL
(P6D) 130' R.O.W. MINIMUM

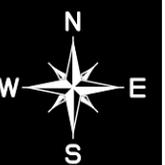
Note:
Road alignments shown are approximate.

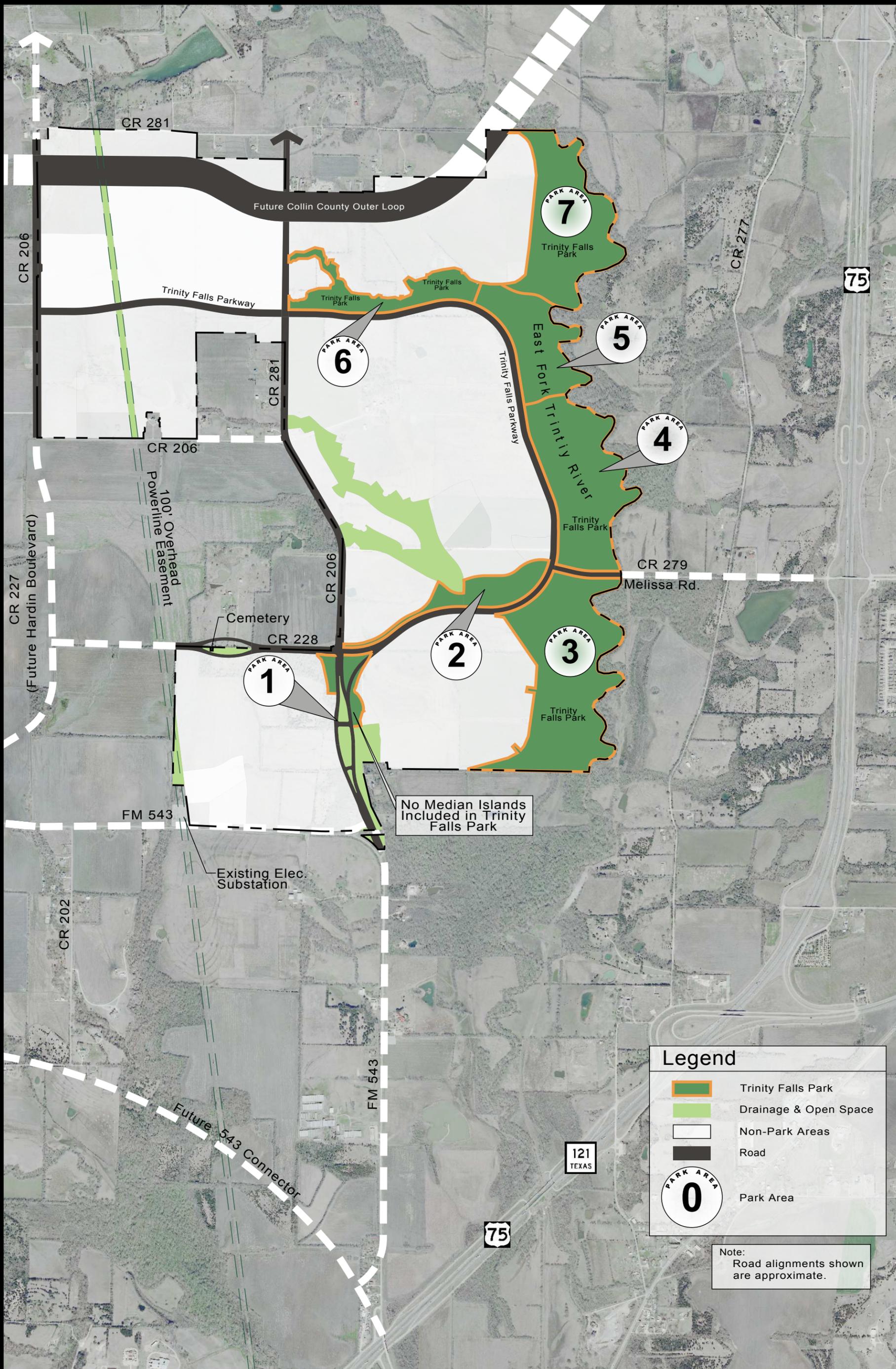




Legend	
	OFF PROPERTY GREENWAY ARTERIAL (G4D) 120' R.O.W. MINIMUM (2 LANES OR 4 LANES BY OWNER PURSUANT TO 5.1.3)
	ON PROPERTY GREENWAY ARTERIAL (G4D) 120' R.O.W. MINIMUM (4 LANES BY OWNER)
	ON PROPERTY GREENWAY ARTERIAL (G4D) 120' R.O.W. MINIMUM (2 LANES BY OWNER)
	OFF PROPERTY GREENWAY ARTERIAL (G4D) 120' R.O.W. MINIMUM
	OFF PROPERTY MAJOR ARTERIAL (M6D) 120' R.O.W. MINIMUM (0 LANES OR 4 LANES BY OWNER PURSUANT TO 5.1.3)
	OFF PROPERTY MAJOR ARTERIAL (M6D) 120' R.O.W. MINIMUM (0 LANES OR 2 LANES BY OWNER PURSUANT TO 5.1.3)
	OFF PROPERTY MAJOR ARTERIAL (M6D) 120' R.O.W. MINIMUM
	ON-PROPERTY MAJOR ARTERIAL (M6D) 120' R.O.W. MINIMUM (2 LANES BY OWNER)
	PRINCIPAL ARTERIAL (P6D) 130' R.O.W. MINIMUM

Note:
Road alignments shown
are approximate.

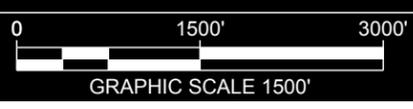


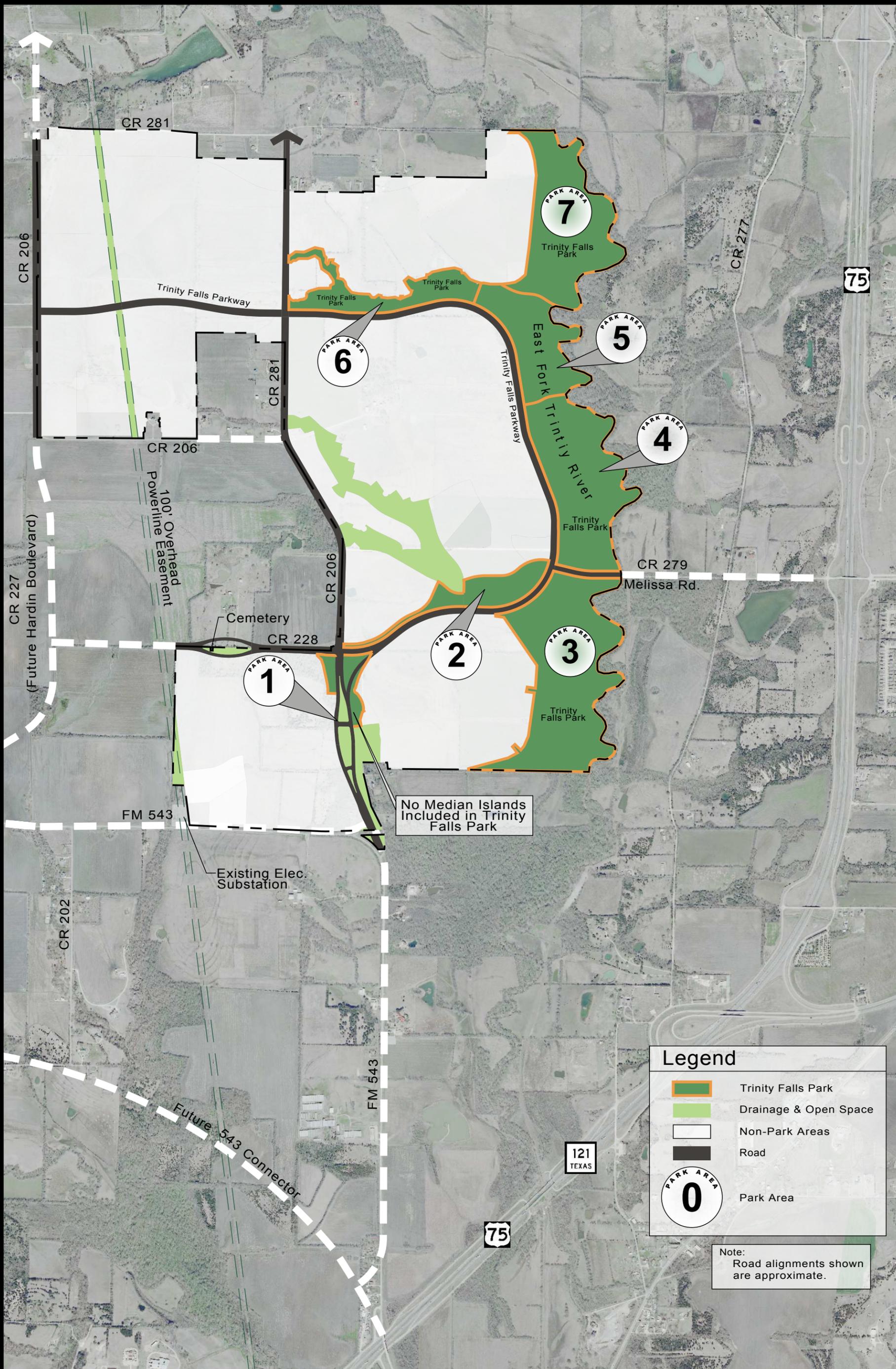


Legend

- Trinity Falls Park
- Drainage & Open Space
- Non-Park Areas
- Road
- 0 Park Area

Note:
Road alignments shown are approximate.





No Median Islands Included in Trinity Falls Park

Legend

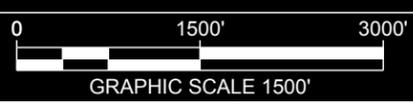
- Trinity Falls Park
- Drainage & Open Space
- Non-Park Areas
- Road
- 0 Park Area

Note:
Road alignments shown are approximate.

Trinity Falls

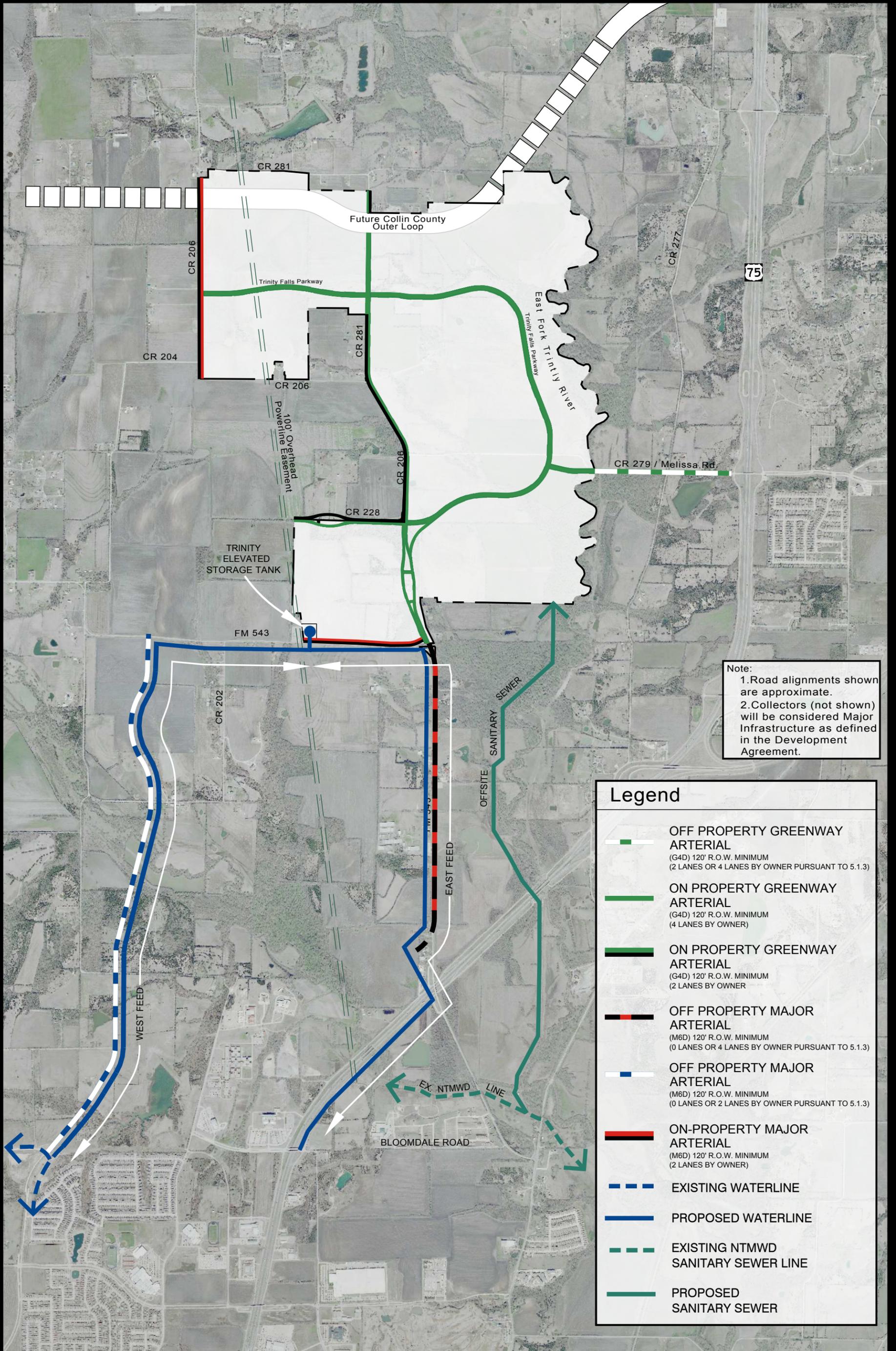
McKinney E.T.J.
Collin County, Texas

Exhibit C-4A Concept Plan Alternate- Trinity Falls Park Phasing



DATE: 10-05-2016



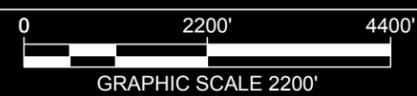


Note:
 1. Road alignments shown are approximate.
 2. Collectors (not shown) will be considered Major Infrastructure as defined in the Development Agreement.

Legend	
	OFF PROPERTY GREENWAY ARTERIAL (G4D) 120' R.O.W. MINIMUM (2 LANES OR 4 LANES BY OWNER PURSUANT TO 5.1.3)
	ON PROPERTY GREENWAY ARTERIAL (G4D) 120' R.O.W. MINIMUM (4 LANES BY OWNER)
	ON PROPERTY GREENWAY ARTERIAL (G4D) 120' R.O.W. MINIMUM (2 LANES BY OWNER)
	OFF PROPERTY MAJOR ARTERIAL (M6D) 120' R.O.W. MINIMUM (0 LANES OR 4 LANES BY OWNER PURSUANT TO 5.1.3)
	OFF PROPERTY MAJOR ARTERIAL (M6D) 120' R.O.W. MINIMUM (0 LANES OR 2 LANES BY OWNER PURSUANT TO 5.1.3)
	ON-PROPERTY MAJOR ARTERIAL (M6D) 120' R.O.W. MINIMUM (2 LANES BY OWNER)
	EXISTING WATERLINE
	PROPOSED WATERLINE
	EXISTING NTMWD SANITARY SEWER LINE
	PROPOSED SANITARY SEWER

Trinity Falls
 McKinney E.T.J.
 Collin County, Texas

Exhibit C-5 Concept Plan - Major Infrastructure



DATE: 10-05-2016

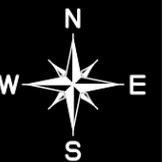


EXHIBIT “D”

City Ordinances

1. With respect to the area within the Trinity River floodplain generally identified on Exhibit D-1 attached hereto, Chapter 130 “Land Development Regulations – General” of the City of McKinney Code of Ordinances shall apply to floodplain reclamation only as it is in effect as of the Effective Date and for a period of twenty-four (24) months thereafter without amendment except as is required due to applicable state or federal regulations.
2. Chapter 110 “Utilities” of the City of McKinney Code of Ordinances.
3. Chapter 130 “Land Development Regulations – General” of the City of McKinney Code of Ordinances.
4. The provisions of the City of McKinney Street Design Manual, save and except Section 8.5, Shared Bike Lanes, which Section 8.5 will not apply to any streets or thoroughfares within or adjacent to the Property and any future property annexed into the MUDs under the provisions of Section 12.18.6 of the Development Agreement.

EXHIBIT "E"

Certified Inspectors

Inspections

The construction observation and inspection service provider (Provider) shall provide inspector(s) throughout the entire process for installation and construction of all public infrastructure and improvements performed by others (Contractors), including infrastructure and improvements related to water, wastewater, storm drainage, and street pavement related to the Trinity Falls project (the Project), whether onsite or offsite. The observation and inspections shall be performed on behalf of the District, the Owner, and the City. Inspectors shall be experienced and qualified, and shall be certified or licensed when appropriate. Inspectors shall observe all testing requirements/operations. The observation and inspection services will, in general, be performed “fulltime,” meaning in general 40 hours per week while construction activity requiring observation, inspection, and reporting is occurring. They will also be available (onsite) for after-hours construction activities (5:30 p.m. to 7:30 a.m.) if given 24 hour notice by the Owner and/or Contractor. They shall also be available for weekend inspections, if given notice by 4:30 p.m. on the Thursday prior to the upcoming weekend. The Owner and/or Contractor shall provide a minimum of a 24 hour notice for all planned testing activities (other than weekends and/or after hours construction activities) if conducted during regular (normal) working hours (7:30 a.m. to 5:30 p.m.).

The Provider shall observe and inspect the work for compliance with the contract documents. The Provider shall notify the contractor immediately if any work is being performed that is not in compliance with the plans and specifications and instruct the contractor to correct the non compliant items. If the contractor refuses to correct the non compliant work the Provider shall have the authority to stop the work immediately. The Provider shall follow all City of McKinney standard inspection procedures, except when different than the standards in this agreement. In that case the more stringent requirement shall apply. Provider shall report directly to the Chief Construction Inspector for the City of McKinney.

If the Provider observes any unsafe practice the Provider shall immediately notify the contractor and require that the unsafe practice cease immediately.

The Provider shall maintain orderly files and records, and provide daily reports to the District’s engineer, the Owner, and the City for all activities which detail their observations, recommendations, conversations, and other communications. The daily reports shall be organized and provided on a weekly basis on a form

provided by, or acceptable to the District's engineer, the Owner, and the City. Generally, the reports shall document weather conditions, project conditions, work performed, inspector's hours on site, contractor's hours on site, job site visitors observed, items of work completed or underway, daily activities and observations in general, and more detailed activities and observations in the case of test procedures performed or in the case of work that may be disproved or rejected. The Provider shall obtain and review all testing reports and certificates of compliance performed and provided by others and provide written objections and/or concerns to the District's engineer, the Owner, the City, and the Contractor within 24 hours of receipt. Provider shall report immediately to the City and Owner the occurrence of any accident observed, and to the Owner, the District's engineer, and the City of any unanticipated project conditions. The Provider shall prepare "punch lists" upon substantial completion of the work until the District's engineer, the Owner, and the City believe the work is in general conformance with the contract documents.

The above shall be considered *minimum* inspection requirements and additional inspection time shall be provided depending on the level of activity and needs. One of the intents of these requirements to assist the Owner, the District and the District's engineer in satisfying the TCEQ requirements of determining if work performed by others within a district that will be subject to or eligible for reimbursement of cost through the sale of bonds, is performed in accordance with the contract documents and specifications, and to satisfy the City's requirements that enable it to approve and accept all work that are subject to the City's approval, acceptance, and release of building permits.

The Provider shall include on its staff, or as a responsible sub-consultant, an engineer registered in the State of Texas that is capable of and agrees to be responsible for providing a TCEQ Engineer's Certificate of Completion of Water District Project upon completion of the work. An example of the form is attached.