

assigned to other portions of the Highland Lakes Development Area, as hereinafter defined, said Facilities Agreement is on file with the Collin County Clerk's Office and incorporated herein by reference; and

WHEREAS, for the construction and/or dedication of the Roadway Project, Developer shall receive roadway impact fee credits, calculated in accordance with the Ordinance and the Facilities Agreement, and which credits shall attach to the Property; and

WHEREAS, pursuant to the Facilities Agreement, Developer has elected to assign and transfer unused roadway impact fees to future lots located within the Highland Lakes Development Area.

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

ARTICLE I

DEFINITIONS

A. Definitions.

1. *City* means the City of McKinney, a Texas home-rule city and municipal corporation situated in Collin County, and includes its representatives, agents, assigns, inspectors, contractors, employees and consultants.
2. *Developer* means TMPG Highland Lakes, LLC, its representatives, agents, contractors, employees, and consultants.
3. *Effective Date* means the date on which this Agreement is signed by the last Party to sign it.
4. *Highland Lakes Development Area* means the approximately six hundred forty-one (641) acres of land, including the *Property*, as further described in Exhibit B, attached hereto.
5. *Impact Fee Credits* means roadway impact fee credits granted in connection with the Roadway Project.
6. *Notice* means any formal notice or communication required or permitted to be given by one Party to another by this Agreement.
7. *Ordinance* means the "McKinney Impact Fees Article – Roadways" as set forth in Section 130-103, *et seq.*, of the Code of Ordinances, City of

McKinney, Texas, and as it may further be amended, including any schedules or exhibits attached thereto.

8. *Parties* means the City and Developer.
9. *Property* has the meaning given to such term in the first Recital above.
10. *Roadway Improvements* means right of way preparation, paving excavation, construction of concrete paving, curbs, signage, roadway transitions, turn lanes, pavement markings, sidewalks, irrigation, landscaping, lighting and any other improvements necessary for a complete roadway system in the area generally depicted on Exhibit C, attached hereto, using those materials that meet the minimum requirements of the City's Subdivision Ordinance and Engineering Design Manual, and all engineering, surveying, inspection and permit fees for the Roadway Project containing the necessary lanes of **Ridge Road** together with the dedication of the required right-of-way for the future construction of **Bloomdale Road**, that is the subject of this Agreement.
11. *Roadway Project* means the Roadway Improvements of **Ridge Road** and **Bloomdale Road** situated along the eastern and southern boundaries of Highland Lakes, Phases 1 and 2, as generally depicted on Exhibit C attached hereto, and as follows:
 - a. Construction of four (4) on-site lanes of Ridge Road extending in a north-south direction a distance of approximately five hundred fourteen linear feet (514') in length;
 - b. Construction of two (2) on-site lanes of Ridge Road extending in a north-south direction a distance of approximately one thousand five hundred seventy linear feet (1,570') in length;
 - c. Construction of two (2) off-site lanes of Ridge Road extending in a north-south direction a distance of approximately one thousand five hundred seventy linear feet (1,570') in length;
 - d. Construction of two (2) on-site lanes of Ridge Road extending in a north-south direction a distance of approximately six hundred eighty-nine linear feet (689') in length; and
 - e. Dedication of Bloomdale Road extending in an east-west direction a distance of approximately one thousand eight hundred sixty-seven linear feet (1,867') in length.
12. *Service Unit* means one vehicle mile of travel in the p.m. hour afternoon peak hour of traffic. The impact fees per service unit are as set forth in

Impact Fee Schedule 1 and its various equivalency tables attached to Ordinance No. 2020-12-091 - as Impact Fee Schedule 1 and its various equivalency tables may be amended from time to time - and serve as the standardized measure of consumption or use of roadway facilities attributable to new development, or in the case of off-site improvements, in accordance with the terms contained in the Facilities Agreement.

13. *Single Family Residential Lot* means a lot platted to accommodate a single family or a duplex dwelling unit, as authorized under the City's Zoning Ordinance or Unified Development Code.

B. Interpretation of Terms and Incorporation of Exhibits.

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

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

ARTICLE II

**DEVELOPER CONTRIBUTION
TO ROADWAY IMPROVEMENTS**

A. Roadway Improvements

1. Developer shall make all necessary dedications and construct all Roadway Improvements appurtenant to the Roadway Project depicted on the attached Exhibit C.
2. At this time, the Roadway Project is included in the City's Roadway Improvement Plan ("RIP"). The Roadway Project is therefore eligible for impact fee credits as calculated under the Ordinance.
3. City agrees to grant Developer impact fee credits in conjunction with the acceptance of the Roadway Project. The impact fee credits shall vest and attach to the Property as of the Effective Date.
4. The total number of Single Family Residential Lots credited under this Agreement for a completed Roadway Project final accepted by the City shall be as follows:

- a. **278.46 Single Family Residential Lots**, based off the Service Units calculated for the design, construction and dedication to the City, at no cost to City, of approximately 2,773 linear feet of on-site Roadway Improvements to **Ridge Road**;
- b. **219.32 Single Family Residential Lots**, based off the Service Units calculated for the design, construction and dedication to the City, at no cost to City, of approximately 1,570 linear feet of off-site Roadway Improvements to **Ridge Road**;
- c. **35.25 Single Family Residential Lots**, based off the Service Units calculated for the dedication to the City, at no cost to City, of approximately 1,867 linear feet of right-of-way for the future construction of **Bloomdale Road**.

ARTICLE III

IMPACT FEE CREDITS

A. *Assignment and Expiration of Roadway Impact Fee Credits*

The Impact Fee Credits granted under this Agreement may be assigned, in whole or in part and in one or more assignments, from Owner to Owner's successor(s)-in-interest of all or a portion of the Property upon Owner's written notice to City of Owner's assignment of the Impact Fee Credits and conveyance of the Property (or any portion thereof) to such successor(s)-in-interest. It is expressly acknowledged and agreed that Owner may assign the Impact Fee Credits granted under this Agreement, in whole or in part and in one or more assignments, upon written notice to City but without requiring City's prior consent, to one or more builders constructing homes within the Property (or any portion thereof). Any and all other assignments shall only be effectuated with the City's consent pursuant to Section 130-29 of the Ordinance. The Impact Fee Credits shall have no expiration; but the Impact Fee Credits shall only be applied to the Property except as otherwise provided herein. Application of the Impact Fee Credits to future developed lots and any reimbursement for unused Impact Fee Credits shall be governed by the Ordinance. Notwithstanding the foregoing or anything to the contrary herein, any unused Impact Fee Credits may be assigned, in whole or in part and in one or more assignments, by Owner to owners or developers of other portions of the Highland Lakes Development Area that are outside of the Property upon written notice to City of such assignment.

B. *Value of Roadway Improvements*

Developer and City agree that the value of the Roadway Improvements shall be expressed in Single Family Residential Lots.

C. Use of Impact Fee Credits

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

D. Developer Responsibilities under Development Ordinances

Except as provided herein and/or as may be otherwise agreed to by the City from time to time, nothing herein shall relieve the Developer from its responsibilities for construction of other public improvements under applicable development ordinances upon development of the Property.

ARTICLE IV

AGREEMENT MAY NOT BE PLEDGED AS COLLATERAL

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

ARTICLE V

GENERAL PROVISIONS

A. Notice of Default; Opportunity to Cure; Remedies

1. Should any Party allege that the other has defaulted in the performance of any obligation hereunder, it will provide at least thirty (30) days written notice to the other Party specifying the nature of the alleged default and opportunity to cure the default before exercising any remedy related to the alleged default.
2. Upon the failure of either Party to comply with the provisions of this Agreement, which failure continues beyond the thirty (30) day notice and cure period provided above, the other Party shall have the right to enforce the terms and provisions of this Agreement by specific performance, or by

such other legal or equitable relief to which the non-defaulting Party may be entitled.

3. Any remedy or relief described in this Agreement shall be cumulative of and in addition to any other remedies and relief available at law or in equity.
4. The foregoing notwithstanding, it is understood and agreed that in addition to any other remedy which the City may have upon default by Developer under this Agreement, should Developer fail to comply with the Subdivision Ordinance or any City development regulation, the City may terminate this Agreement. Upon termination pursuant to this subsection, all impact fee credits shall terminate.

B. *Entire Agreement; Interpretation of this Agreement*

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

C. *Amendment*

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

D. *No Amendment of Other Agreements*

Unless otherwise expressly stipulated herein, this Agreement is separate from and will not constitute an amendment or modification of any other agreement between the Parties.

E. *Other Instruments; Actions*

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

F. No Third Party Beneficiaries

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

G. Applicable Law; Venue

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

H. Severability

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

I. Counterparts

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

J. Notices

Any Notice in connection with this Agreement must be in writing and may be given by certified mail return receipt requested, recognized overnight carrier such as Federal Express, or hand delivered with a signed receipt reflecting such hand delivery, and shall be deemed to have been given and received two (2) business days after a certified letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, and if given other than by certified mail, it shall be deemed to have been given and received by the party (or such party's agent or representative) to whom it is addressed, upon delivery to the address specified below. For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

DEVELOPER:

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

CITY OF MCKINNEY:

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

With a copy to:

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

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

K. *No Waiver of Development Ordinances*

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

L. *Attorney's Fees*

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

M. *Governmental Authority*

Nothing in this Agreement shall be construed to limit, restrict, modify, or abrogate the City's governmental authority or ordinances respecting the facilities and

roadway improvements contemplated by the terms of this Agreement except as specifically waived or modified herein or by specific action of the City Council, nor the City's duty to provide for the public health, safety, and welfare in the construction or maintenance of the same.

N. Assignability

Without limitation of any other provision herein, this Agreement may be assigned, in whole or in part and in one or more assignments, by Owner, as a matter of right, to Owner's successor(s)-in-title to all or a portion of the Property. Owner and each Owner's assignee shall be jointly responsible for notifying City of any such respective assignment and providing to City updated contact information contained in Article V, Paragraph J, above with respect to the assignee. Failure to so notify City will not relieve Owner or such Owner's assignee of responsibility under this Agreement until such notice has been delivered to the City.

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

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

O. Binding Obligation

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

P. Waiver of Claims.

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

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

CITY OF MCKINNEY

By: _____

PAUL G. GRIMES
City Manager

Date Signed: _____

ATTEST:

EMPRESS DRANE
City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

THE STATE OF TEXAS,
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared PAUL G. GRIMES, City Manager of the **CITY OF MCKINNEY**, a Texas Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 2023.

Notary Public _____ County, Texas
My commission expires _____

TMPG HIGHLAND LAKES, LLC,
a Delaware limited liability company

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

Date Signed: 3/10/23

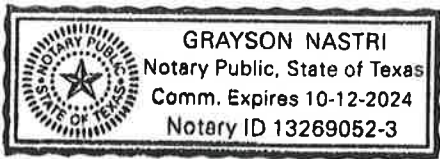
By: _____
Name: _____
Title: _____

Date Signed: _____

THE STATE OF TEXAS,
COUNTY OF Collin

This instrument was acknowledged before me on the 10th day of March, 2023, by Keith Hurand, in his/her capacity as Vice President of **TMPG HIGHLAND LAKES, LLC**, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of and as the act of the limited liability company.

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



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

TMPG HIGHLAND LAKES, LLC,
a Delaware limited liability company

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

Date Signed: 3/8/23

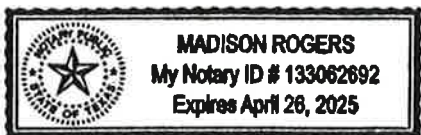
By: [Signature]
Name: BRYAN SWINDELL
Title: DIVISION PRESIDENT
Date Signed: 3/8/2023

THE STATE OF TEXAS,
COUNTY OF Collin

This instrument was acknowledged before me on the 8th day of March, 2023, by Keith Hurand, in his/her capacity as Division President of **TMPG HIGHLAND LAKES, LLC**, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of and as the act of the limited liability company.

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

[Signature]



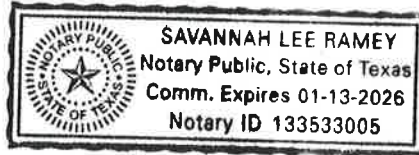
Notary Public Collin County, Texas
My commission expires 4/26/25

THE STATE OF TEXAS,
COUNTY OF DALLAS

This instrument was acknowledged before me on the 9 day of MARCH, 2023, by Bryan Swindell, in his/her capacity as Division President of **TMPG HIGHLAND LAKES, LLC**, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of and as the act of the limited liability company.

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

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



PREPARED IN THE OFFICES OF:

BROWN & HOFMEISTER, L.L.P.
740 East Campbell Road, Suite 800
Richardson, Texas 75081
214/747-6100
214/747-6111 Fax

Exhibit A

PROPERTY DESCRIPTION

PHASE 1:

LEGAL DESCRIPTION

140.047 ACRES (NET)

BEING a tract of land located in the City of McKinney, Collin County, Texas, being part of the Thomas Stallcup Survey, Abstract No. 846, being part of that called 447.693 acre tract of land described in deed to HRC WCD Partners, L.P. as recorded in Volume 5867, Page 3876, Deed Records, Collin County, being all of a called 8.810 acre tract of land described in deed to HRC WCD Partners, L.P. as recorded as Instrument No. 20190820001009840, Official Public Records, Collin County, Texas, being part of that called 188.599 acre tract of land described in deed to TMPG Highland Lakes, LLC recorded as Instrument No. 20210225000368910, Official Public Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a "P-K" nail found for the southeast corner of said 8.810 acre tract, said point being at the intersection of the centerline of County Road No. 163 (unrecorded right-of-way) and County Road No. 123 (unrecorded right-of-way);

THENCE along the south line of said 8.810 acre tract and the centerline of said County Road No. 123, North 89 degrees 59 minutes 48 seconds West, passing at a distance of 770.00 feet a "P-K" nail found for the southwest corner of said 8.810 acre tract and the most southerly southeast corner of said 447.693 acre tract, continuing the south line of said 447.693 acre tract for a total distance of 1,867.95 feet to a "P-K" nail set, being the southeast corner of a called 0.269 acre tract of land described in deed to Collin County as recorded in Volume 4039, Page 1458, Deed Records, Collin County, Texas;

THENCE, departing said centerline, along the common lines of said 0.269 acre tract and said 447.693 acre tract as follows:

North 00 degrees 24 minutes 30 seconds West, a distance of 45.12 feet to a 1/2" iron rod with cap stamped "RPLS 4613" found;

South 89 degrees 35 minute 30 seconds West, a distance of 94.03 feet to a 1/2" iron rod with cap stamped "RPLS 4613" found;

North 89 degrees 26 minutes 16 seconds West, a distance of 178.84 feet to a point for corner, being the southwest corner of said 447.693 acre tract, being in the east line of a called 194.053 acre tract of land described in deed to CLF Group, Ltd. as recorded in Volume 5577, Page 4963, Deed Records, Collin County, Texas, said point being the approximate centerline of Stover Creek;

THENCE, along the west line of said 447.693 acre tract, the east line of said 194.053 acre tract, and the approximate centerline of Stover Creek as follows:

North 26 degrees 54 minutes 23 seconds West, a distance of 107.77 feet to a point for corner;

North 39 degrees 40 minutes 43 seconds West, a distance of 283.12 feet to a point for corner;

North 68 degrees 07 minutes 20 seconds West, a distance of 328.86 feet to a point for corner;

North 15 degrees 54 minutes 51 seconds West, a distance of 262.80 feet to a point for corner, said point landing in NCRS Lake No. 2A;

THENCE, continuing along the west line of said 447.693 acre tract and the east line of said 194.053 acre tract, over, across and along the approximate centerline of said NCRS Lake No. 2A as follows:

North 16 degrees 45 minutes 15 seconds East, a distance of 52.61 feet to a point for corner;

North 03 degrees 04 minutes 37 seconds West, a distance of 87.00 feet to a point for corner;

North 55 degrees 34 minutes 37 seconds West, a distance of 362.00 feet to a point for corner;

North 72 degrees 52 minutes 37 seconds West, a distance of 192.00 feet to a point for corner;

North 08 degrees 36 minutes 37 seconds West, a distance of 275.00 feet to a point for corner;

North 14 degrees 08 minutes 23 seconds East, a distance of 177.00 feet to a point for corner;

North 24 degrees 51 minutes 37 seconds West, a distance of 525.00 feet to a point for corner;

North 52 degrees 54 minutes 23 seconds East, a distance of 157.00 feet to a point for corner;

North 01 degrees 20 minutes 37 seconds West, a distance of 478.00 feet to a point for corner;

North 04 degrees 40 minutes 23 seconds East, a distance of 456.00 feet to a point for corner;

THENCE, departing the centerline of said NCRS Lake, over and across said 447.693 acre tract as follows:

North 89 degrees 23 minutes 57 seconds East, a distance of 284.34 feet to a 1/2" iron rod with yellow cap stamped "JBI" set for corner;

South 59 degrees 10 minutes 44 seconds East, a distance of 466.42 feet to a 1/2" iron rod with yellow cap stamped "JBI" set for corner, the beginning of a non-tangent curve to the right;

Northeasterly along said curve to the right having a radius of 410.00 feet, a central angle of 66 degrees 27 minutes 21 seconds, an arc length of 475.55 feet, a tangent length of 268.58 feet, a chord bearing of North 65 degrees 46 minutes 19 seconds East, and a chord distance of 449.34 feet to a 1/2" iron rod with yellow cap stamped "JBI" set for corner;

South 81 degrees 00 minutes 00 seconds East, a distance of 292.20 feet to a 1/2" iron rod with yellow cap stamped "JBI" set for corner, the beginning of a curve to the left;

Easterly along said curve to the left, having a radius of 965.00 feet, a central angle of 09 degrees 00 minutes 00 seconds, an arc length of 151.58 feet, a tangent length of 75.95 feet, a chord bearing of South 85 degrees 30 minutes 00 seconds East, and a chord distance of 151.43 feet to a 1/2" iron rod with yellow cap stamped "JBI" set for corner;

East, a distance of 380.18 feet to a 1/2" iron rod with yellow cap stamped "JBI" set for corner, the beginning of a curve to the right;

Easterly along said curve to the right having a radius of 1,030.00 feet, a central angle of 35 degrees 50 minutes 03 seconds, an arc length of 644.19 feet, a tangent length of 333.02 feet, a chord bearing of South 72 degrees 04 minutes 59 seconds East and a chord distance of 633.74 feet to a 1/2" iron rod with yellow cap stamped "JBI" set for corner, the beginning of a curve to the left;

Easterly along said curve to the left having a radius of 470.00 feet, a central angle of 45 degrees 18 minutes 03 seconds, an arc length of 371.61 feet, a tangent length of 196.13 feet, a chord bearing of South 76 degrees 48 minutes 59 seconds East and a chord distance of 362.00 feet to a 1/2" iron rod with yellow cap stamped "JBI" set;

North 63 degrees 20 minutes 48 seconds East, a distance of 67.69 feet to a 1/2" iron rod with yellow cap stamped "JBI" set;

North 80 degrees 31 minutes 59 seconds East, a distance of 120.41 feet to a 1/2" iron rod with yellow cap stamped "JBI" set;

North 19 degrees 46 minutes 35 seconds East, a distance of 28.65 feet to a 1/2" iron rod with yellow cap stamped "JBI" set;

North 80 degrees 31 minutes 59 seconds East, a distance of 135.00 feet to a 1/2" iron rod with yellow cap stamped "JBI" set;

South 09 degrees 28 minutes 01 seconds East, a distance of 491.74 feet to a 1/2" iron rod with cap stamped "JBI" set for the beginning of a curve to the right;

Southerly along said curve to the right having a radius of 862.00 feet, a central angle of 02 degrees 20 minutes 49 seconds, an arc length of 35.31 feet, a tangent length of 17.66 feet, a chord bearing of South 08 degrees 17 minutes 36 seconds East and a chord distance of 35.31 feet to one-half inch iron rod with cap stamped "JBI" set;

North 89 degrees 02 minutes 50 seconds East, a distance of 6.53 feet to an iron rod with cap stamped "RPLS 4857" found for the northwest corner of Bloomdale Farms, an addition to Collin County according to the plat thereof as recorded in Cabinet C, Page 486, Plat Records, Collin County, Texas, being an inside "ell" corner of said 477.693 acre

tract and being in the approximate east line of the Thomas Stallcup Survey, Abstract No. 846, the approximate west line of the Joel Thomas Survey, Abstract No. 838 and being in the approximate centerline of County Road No. 163 (projected);

THENCE along said common Abstract line, the approximate centerline of said County Road No. 163, the west line of said Bloomdale Farms, and the southerly east line of said 477.693 acre tract, South 00 degrees 03 minutes 48 seconds East, a distance of 2,273.69 feet to the **POINT OF BEGINNING** and containing 8,798,205 square feet or 201.979 acres of land, **SAVE & EXCEPT THE FOLLOWING THREE TRACTS OF LAND:**

SAVE & EXCEPT TRACT 1 (48.533 ACRES)

BEING a tract of land located in the City of McKinney, Collin County, Texas, being part of the Thomas Stallcup Survey, Abstract No. 846, being part of that called 447.693 acre tract of land described in deed to HRC-WCD Partners, L.P. as recorded in Volume 5867, Page 3876, Deed Records, Collin County, and being more particularly described as follows:

COMMENCING at a "P-K" nail found for the southeast corner of a called 8.810 acre tract of land described in deed to HRC WCD Partners, L.P. as recorded as Instrument No. 20190820001009840, Official Public Records, Collin County, Texas, said point being at the intersection of the centerline of County Road No. 163 (unrecorded right-of-way) and County Road No. 123 (unrecorded right-of-way);

THENCE along the south line of said 8.810 acre tract and the centerline of said County Road No. 123, North 89 degrees 59 minutes 48 seconds West, passing at a distance of 770.00 feet a "P-K" nail found for the southwest corner of said 8.810 acre tract and the most southerly southeast corner of said 447.693 acre tract, continuing the south line of said 447.693 acre tract for a total distance of 923.72 feet to a "P-K" nail set;

THENCE, departing said centerline, over and across said 447.693 acre tract as follows:
North 00 degrees 00 minutes 12 seconds East, a distance of 70.13 feet to the beginning of a curve to the left;

Along said curve to the left having a central angle of 50 degrees 00 minutes 12 seconds, a radius of 475.00 feet, an arc length of 414.54 feet, a chord bearing of North 24 degrees 59 minutes 54 seconds West and a chord distance of 401.51 feet;

North 50 degrees 00 minutes 00 seconds West, a distance of 568.75 feet;

North 40 degrees 00 minutes 00 seconds East, a distance of 30.00 feet for the

POINT OF BEGINNING;

THENCE, continuing over and across said 47.693 acre tract as follows:
North 50 degrees 00 minutes 00 seconds West, a distance of 481.72 feet to the beginning of a curve to the right;

Along said curve to the right having a central angle of 16 degrees 15 minutes 54 seconds, a radius of 320.00 feet, an arc length of 90.84 feet, a chord bearing of North 41 degrees 52 minutes 03 seconds West and a chord distance of 90.54 feet to the beginning of a non-tangent to the left;

Along said curve to the left having a central angle of an angle of 02 degrees 07 minutes 16 seconds, a radius of 730.00 feet, an arc length of 27.02 feet, a chord bearing of North 34 degrees 47 minutes 44 seconds West and a chord distance of 27.02 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 03 degrees 50 minutes 12 seconds East, a distance of 15.30 feet to the beginning of a non-tangent curve to the left;

Along said curve to the left having a central angle of an angle of 03 degrees 41 minutes 39 seconds, a radius of 400.00 feet, an arc length of 25.79 feet, a chord bearing of North 41 degrees 21 minutes 31 seconds East and a chord distance of 25.79 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 50 degrees 29 minutes 19 seconds West, a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the right;

Along said curve to the right having a central angle of an angle of 02 degrees 31 minutes 15 seconds, a radius of 350.00 feet, an arc length of 15.40 feet, a chord bearing of South 40 degrees 46 minutes 19 seconds West and a chord distance of 15.40 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 89 degrees 04 minutes 10 seconds West, a distance of 13.36 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the left;

Along said curve to the left having a central angle of an angle of 17 degrees 16 minutes 33 seconds, a radius of 730.00 feet, an arc length of 220.11 feet, a chord bearing of North 50 degrees 01 minutes 13 seconds West and a chord distance of 219.28 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 12 degrees 49 minutes 59 seconds West, a distance of 13.84 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 33 degrees 23 minutes 04 seconds East, a distance of 19.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 56 degrees 36 minutes 56 seconds West, a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 33 degrees 23 minutes 04 seconds West, a distance of 23.20 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 74 degrees 48 minutes 51 seconds West, a distance of 15.00 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the right;

Along said curve to the right having a central angle of an angle of 63 degrees 55 minutes 16 seconds, a radius of 675.00 feet, an arc length of 753.05 feet, a chord bearing

of North 31 degrees 57 minutes 38 seconds West and a chord distance of 714.60 feet to a one-half inch iron rod with cap stamped "JBI" set;

North, a distance of 4.81 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 45 degrees 00 minutes 00 seconds East, a distance of 14.14 feet to a one-half inch iron rod with cap stamped "JBI" set;

East, a distance of 18.50 feet to a one-half inch iron rod with cap stamped "JBI" set;

North, a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

West, a distance of 18.50 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 45 degrees 00 minutes 00 seconds West, a distance of 14.14 feet to a one-half inch iron rod with cap stamped "JBI" set;

North, a distance of 491.93 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the right;

Along said curve to the right having a central angle of an angle of 85 degrees 00 minutes 55 seconds, a radius of 350.00 feet, an arc length of 519.33 feet, a chord bearing of North 42 degrees 30 minutes 28 seconds East and a chord distance of 472.98 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 47 degrees 10 minutes 11 seconds East, a distance of 13.64 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 00 degrees 10 minutes 23 seconds East, a distance of 20.80 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 89 degrees 49 minutes 37 seconds East, a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 00 degrees 10 minutes 23 seconds West, a distance of 20.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 47 degrees 44 minutes 44 seconds East, a distance of 13.40 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the right;

Along said curve to the right having a central angle of an angle of 02 degrees 31 minutes 02 seconds, a radius of 350.00 feet, an arc length of 15.38 feet, a chord bearing of South 82 degrees 15 minutes 31 seconds East and a chord distance of 15.38 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 81 degrees 00 minutes 00 seconds East, a distance of 292.20 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the left;

Along said curve to the left having a central angle of an angle of 09 degrees 00 minutes 00 seconds, a radius of 1025.00 feet, an arc length of 161.01 feet, a chord bearing of South 85 degrees 30 minutes 00 seconds East and a chord distance of 160.84 feet to a one-half inch iron rod with cap stamped "JBI" set;

East, a distance of 26.16 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 45 degrees 00 minutes 00 seconds East, a distance of 14.14 feet to a one-half inch iron rod with cap stamped "JBI" set;

South, a distance of 18.50 feet to a one-half inch iron rod with cap stamped "JBI" set;

East, a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

North, a distance of 18.50 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 45 degrees 00 minutes 00 seconds East, a distance of 14.14 feet to a one-half inch iron rod with cap stamped "JBI" set;

East a distance of 121.10 feet to a one-half inch iron rod with cap stamped "JBI" set;

South, a distance of 136.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

West, a distance of 1.10 feet to a one-half inch iron rod with cap stamped "JBI" set;

South, a distance of 283.50 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 15 degrees 33 minutes 29 seconds East, a distance of 177.58 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 08 degrees 49 minutes 03 seconds East, a distance of 127.33 feet to a one-half inch iron rod set;

South, a distance of 207.85 feet to a one-half inch iron rod set;

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

Along said curve to the right, having a radius of 790.00, a central angle of 00 degrees 20 minutes 19 seconds, an arc length of 4.67 feet; a chord bearing of North 81 degrees 35 minutes 10 seconds East, and a chord distance of 4.67 feet to a one-half inch iron rod set;

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

East, a distance of 242.36 feet to a one-half inch iron rod set;

South 80 degrees 15 minutes 02 seconds East, a distance of 237.53 feet to a one-half inch iron rod set;

South 63 degrees 44 minutes 35 seconds East, a distance of 124.42 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the right;

Along said curve to the right having a central angle of an angle of 09 degrees 57 minutes 46 seconds, a radius of 575.00 feet, an arc length of 99.98 feet, a chord bearing of South 35 degrees 01 minutes 07 seconds West and a chord distance of 99.86 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 40 degrees 00 minutes 00 seconds West, a distance of 58.88 feet to a one-half inch iron rod set;

South 83 degrees 59 minutes 25 seconds West, a distance of 14.39 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the left;

Along said curve to the left having a central angle of an angle of 03 degrees 25 minutes 10 seconds, a radius of 400.00 feet, an arc length of 23.87 feet, a chord bearing of North 54 degrees 26 minutes 44 seconds West and a chord distance of 23.87 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 33 degrees 50 minutes 41 seconds West, a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the right;

Along said curve to the right having a central angle of an angle of 03 degrees 01 minutes 43 seconds, a radius of 350.00 feet, an arc length of 18.50 feet, a chord bearing of South 54 degrees 38 minutes 28 seconds East and a chord distance of 18.50 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 06 degrees 09 minutes 15 seconds East, a distance of 13.85 feet to a one-half inch iron rod set;

South 40 degrees 00 minutes 00 seconds West, a distance of 337.66 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the left;

Along said curve to the left having a central angle of 19 degrees 55 minutes 33 seconds, a radius of 375.00 feet, an arc length of 130.41 feet, a chord bearing of South 30 degrees 02 minutes 14 seconds West and a chord distance of 129.76 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the right;

Along said curve to the right having a central angle of an angle of 13 degrees 32 minutes 02 seconds, a radius of 325.00 feet, an arc length of 76.77 feet, a chord bearing of South 26 degrees 50 minutes 28 seconds West and a chord distance of 76.59 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 82 degrees 14 minutes 41 seconds West, a distance of 13.45 feet to a one-half inch iron rod set;

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

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

South 50 degrees 00 minutes 00 seconds East, a distance of 20.19 feet to a one-half inch iron rod set;

South 02 degrees 27 minutes 43 seconds East, a distance of 13.50 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the right;

Along said curve to the right having a central angle of 07 degrees 41 minutes 39 seconds, a radius of 325.00 feet, an arc length of 43.64 feet, a chord bearing of South 49 degrees 48 minutes 16 seconds West and a chord distance of 43.61 feet to a one-half inch iron rod with cap stamped "JBI" set; the beginning of a curve to the left;

Along said curve to the left having a central angle of an angle of 13 degrees 39 minutes 06 seconds, a radius of 375.00 feet, an arc length of 89.35 feet, a chord bearing of South 46 degrees 49 minutes 33 seconds West and a chord distance of 89.14 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 40 degrees 00 minutes 00 seconds West, a distance of 90.56 feet to a one-half inch iron rod set;

THENCE South 85 degrees 00 minutes 00 seconds West a distance of 14.14 feet to the **POINT OF BEGINNING** and containing 2,114,951 square feet or 48.553 acres of land.

SAVE & EXCEPT TRACT 2 (6.363 ACRES)

BEING a tract of land located in the City of McKinney, Collin County, Texas, being part of the Thomas Stallcup Survey, Abstract No. 846, being part of a called 8.810 acre tract of land described in deed to HRC WCD Partners, L.P. as recorded as Instrument No. 20190820001009840, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a "P-K" nail found for the southeast corner of said 8.810 acre tract, said point being at the intersection of the centerline of County Road No. 163 (unrecorded right-of-way) and County Road No. 123 (unrecorded right-of-way);

THENCE along the south line of said 8.810 acre tract and the centerline of said County Road No. 123, North 89 degrees 59 minutes 48 seconds West, a distance of 770.00 feet a "P-K" nail found for the southwest corner of said 8.810 acre tract and the most southerly southeast corner of said 447.693 acre tract;

THENCE, departing said centerline, along the common lines of said 8.810 acre tract and said 447.693 acre tract as follows:

North 00 degrees 03 minutes 35 seconds West, a distance of 76.00 feet to a one-half inch iron rod set for the **POINT OF BEGINNING** of the herein described tract;

North 00 degrees 03 minutes 35 seconds West, a distance of 244.00 feet to a one-half inch iron rod found;

South 89 degrees 59 minutes 48 seconds East, a distance of 450.00 feet to a one-half inch iron rod with cap stamped "RPLS 4857" found;

North 00 degrees 03 minutes 35 seconds West, distance of 419.49 feet to a one-half inch iron rod with cap stamped "JBI" set for the beginning of a non-tangent curve to the left;

THENCE, departing said common line, over and across said 8.810 acre tract and along said curve to the left, having central angle of 42 degrees 30 minutes 26 seconds, a radius of 50.00 feet, an arc length of 37.09 feet, a tangent of 19.45 feet, a chord bearing of North

74 degrees 21 minutes 55 seconds East and a chord distance of 36.25 feet to a one-half inch iron rod with cap stamped "JBI" set in the north line of said 8.810 acre tract;

THENCE, along the north line of said 8.810 acre tract, South 89 degrees 59 minutes 48 seconds East, a distance of 169.13 feet to a one-half inch iron rod with cap stamped "JBI" set for the beginning of a non-tangent curve to the left;

THENCE, departing said north line, over and across said 8.810 acre tract as follows: Along said curve to the left having a central angle of 02 degrees 51 minutes 19 seconds, a radius of 1,062.00 feet, an arc length of 52.92 feet, a tangent of 26.47 feet, a chord bearing of South 08 degrees 34 minutes 20 seconds East and a chord distance of 52.92 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 10 degrees 00 minutes 00 seconds East, a distance of 185.58 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the right;

Along said curve to the right having a central angle of 09 degrees 56 minutes 25 seconds, a radius of 938.00 feet, an arc length of 162.74 feet, a tangent of 81.57 feet, a chord bearing of South 05 degrees 01 minutes 47 seconds East and a chord distance of 162.53 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 00 degrees 03 minutes 35 seconds East, a distance of 41.50 feet to a one-half inch iron rod with cap stamped "JBI" set;

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

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

South 44 degrees 58 minutes 12 seconds West, a distance of 56.54 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 89 degrees 59 minutes 48 seconds West, a distance of 505.67 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 83 degrees 43 minutes 11 seconds West, a distance of 100.61 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 89 degrees 59 minutes 48 seconds West, a distance of 46.33 feet to the **POINT OF BEGINNING** and containing 277,154 square feet or 6.363 acres of land.

SAVE & EXCEPT TRACT 3 (6.942 ACRES)

BEING a tract of land located in the City of McKinney, Collin County, Texas, being part of the Thomas Stallcup Survey, Abstract No. 846, being part of that called 447.693 acre

tract of land described in deed to HRC WCD Partners, L.P. as recorded in Volume 5867, Page 3876, Deed Records, Collin County, and being more particularly described as follows:

COMMENCING at a "P-K" nail found at the intersection of the centerline of County Road No. 163 (unrecorded right-of-way) and County Road No. 123 (unrecorded right-of-way), being the southwest corner of Lot 16, Bloomdale Farms, an addition to Collin County, Texas recorded in Cabinet C, Slide 486, Map Records, Collin County, Texas;

THENCE North 00 degrees 03 minutes 48 seconds West, a distance of 2,167.69 feet along the approximate centerline of said County Road No. 123 and the west line of said Bloomdale Farms addition to point;

THENCE departing said centerline, over and across said 447.693 acre tract as follows: South 89 degrees 56 minutes 20 seconds West, a distance of 124.00 feet to a one-half inch iron rod with cap stamped "JBI" set for the **POINT OF BEGINNING** of the herein described tract;

South 00 degrees 03 minutes 48 seconds East, a distance of 105.68 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 63 degrees 26 minutes 52 seconds West, a distance of 111.85 feet to a one-half inch iron rod with cap stamped "JBI" set;

West, a distance of 484.15 feet to a one-half inch iron rod with cap stamped "JBI" set;

North, a distance of 181.80 feet to a one-half inch iron rod with cap stamped "JBI" set for the beginning of a curve to the left;

Along said curve to the left having a central angle of 19 degrees 22 minutes 58 seconds, a radius of 400.00 feet, an arc length of 135.32 feet, a tangent of 68.31 feet, a chord bearing of North 09 degrees 41 minutes 29 seconds West and a chord distance of 134.67 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of curve to the right;

Along said curve turning to the right having a central angle of 40 degrees 56 minutes 34 seconds, a radius of 350.00 feet, an arc length of 250.11 feet, a tangent of 130.66 feet, a chord bearing of North 01 degrees 05 minutes 19 seconds East and a chord distance of 244.82 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 68 degrees 47 minutes 37 seconds East, a distance of 13.79 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the left;

Along said curve turning to the left having a central angle of 34 degrees 08 minutes 06 seconds, a radius of 530.00 feet, an arc length of 315.76 feet, a tangent of 162.72 feet, a

chord bearing of South 82 degrees 23 minutes 58 seconds East, and a chord distance of 311.11 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 82 degrees 16 minutes 49 seconds East, a distance of 67.69 feet to a to a one-half inch iron rod with cap stamped "JBI" set;

North 80 degrees 31 minutes 59 seconds East, a distance of 70.41 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 54 degrees 28 minutes 01 seconds East, a distance of 106.07 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 09 degrees 28 minutes 01 seconds East, a distance of 291.74 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the right;

Along said curve to the right having a central 09 degrees 24 minutes 12 seconds, having a radius of 738.00 feet, an arc length of 121.12 feet, a tangent of 60.70 feet, a chord bearing of South 04 degrees 45 minutes 55 seconds East and a chord distance of 120.98 feet to the **POINT OF BEGINNING** and containing 302,388 square feet or 6.942 acres of land; **FOR A NET TOTAL OF 6,100,480 SQUARE FEET OR 140.047 ACRES OF LAND.**

PHASE 2:

STATE OF TEXAS §

COUNTY OF COLLIN §

WHEREAS, TMPG Highland Lakes, LLC is the owner of a tract of land located in the City of McKinney, Collin County, Texas, being part of the Thomas Stallcup Survey, Abstract No. 846, being part of that called 188.599 acre tract of land described in deed to TMPG Highland Lakes, LLC recorded as Instrument No. 20210225000368910, Official Public Records, Collin County, Texas, being all of that called 48.553 acre tract (called "Save and Except Tract 1") described on the plat of Highland Lakes, Phase 1, an addition to the City of McKinney recorded as Instrument No. 2022-_____, Plat Records, Collin County, Texas, and being more particularly described as follows:

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

THENCE, along the northwesterly and easterly right-of-way line of Gladewater Avenue and the westerly line of said "Save and Except Tract 1" as follows:

North 50 degrees 00 minutes 00 seconds West, a distance of 481.72 feet to the beginning of a curve to the right;

Along said curve to the right having a central angle of 16 degrees 15 minutes 54 seconds, a radius of 320.00 feet, an arc length of 90.84 feet, a chord bearing of North 41 degrees 52 minutes 03 seconds West and a chord distance of 90.54 feet to the beginning of a non-tangent to the left;

Along said curve to the left having a central angle of an angle of 02 degrees 07 minutes 16 seconds, a radius of 730.00 feet, an arc length of 27.02 feet, a chord bearing of North 34 degrees 47 minutes 44 seconds West and a chord distance of 27.02 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 03 degrees 50 minutes 12 seconds East, a distance of 15.30 feet to the beginning of a non-tangent curve to the left;

Along said curve to the left having a central angle of an angle of 03 degrees 41 minutes 39 seconds, a radius of 400.00 feet, an arc length of 25.79 feet, a chord bearing of North 41 degrees 21 minutes 31 seconds East and a chord distance of 25.79 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 50 degrees 29 minutes 19 seconds West, a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the right;

Along said curve to the right having a central angle of an angle of 02 degrees 31 minutes 15 seconds, a radius of 350.00 feet, an arc length of 15.40 feet, a chord bearing of South 40 degrees 46 minutes 19 seconds West and a chord distance of 15.40 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 89 degrees 04 minutes 10 seconds West, a distance of 13.36 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the left;

Along said curve to the left having a central angle of an angle of 17 degrees 16 minutes 33 seconds, a radius of 730.00 feet, an arc length of 220.11 feet, a chord bearing of North 50 degrees 01 minutes 13 seconds West and a chord distance of 219.28 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 12 degrees 49 minutes 59 seconds West, a distance of 13.84 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 33 degrees 23 minutes 04 seconds East, a distance of 19.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 56 degrees 36 minutes 56 seconds West, a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 33 degrees 23 minutes 04 seconds West, a distance of 23.20 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 74 degrees 48 minutes 51 seconds West, a distance of 15.00 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the right;

Along said curve to the right having a central angle of an angle of 63 degrees 55 minutes 16 seconds, a radius of 675.00 feet, an arc length of 753.05 feet, a chord bearing of North 31 degrees 57 minutes 38 seconds West and a chord distance of 714.60 feet to a one-half inch iron rod with cap stamped "JBI" set;

North, a distance of 4.81 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 45 degrees 00 minutes 00 seconds East, a distance of 14.14 feet to a one-half inch iron rod with cap stamped "JBI" set;

East, a distance of 18.50 feet to a one-half inch iron rod with cap stamped "JBI" set;

North, a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

West, a distance of 18.50 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 45 degrees 00 minutes 00 seconds West, a distance of 14.14 feet to a one-half inch iron rod with cap stamped "JBI" set;

North, a distance of 491.93 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the right;

Along said curve to the right having a central angle of an angle of 85 degrees 00 minutes 55 seconds, a radius of 350.00 feet, an arc length of 519.33 feet, a chord bearing of North 42 degrees 30 minutes 28 seconds East and a chord distance of 472.98 feet to a one-half inch iron rod with cap stamped "JBI" set, being in the northerly line of said "Save and Except Tract 1" and the southerly right-of-way line of Limestone Avenue (60 foot wide right-of-way at this point);

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

South 47 degrees 10 minutes 11 seconds East, a distance of 13.64 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 00 degrees 10 minutes 23 seconds East, a distance of 20.80 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 89 degrees 49 minutes 37 seconds East, a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 00 degrees 10 minutes 23 seconds West, a distance of 20.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 47 degrees 44 minutes 44 seconds East, a distance of 13.40 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the right;

Along said curve to the right having a central angle of an angle of 02 degrees 31 minutes 02 seconds, a radius of 350.00 feet, an arc length of 15.38 feet, a chord bearing of South 82 degrees 15 minutes 31 seconds East and a chord distance of 15.38 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 81 degrees 00 minutes 00 seconds East, a distance of 292.20 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the left;

Along said curve to the left having a central angle of an angle of 09 degrees 00 minutes 00 seconds, a radius of 1025.00 feet, an arc length of 161.01 feet, a chord bearing of South 85 degrees 30 minutes 00 seconds East and a chord distance of 160.84 feet to a one-half inch iron rod with cap stamped "JBI" set;

East, a distance of 26.16 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 45 degrees 00 minutes 00 seconds East, a distance of 14.14 feet to a one-half inch iron rod with cap stamped "JBI" set;

South, a distance of 18.50 feet to a one-half inch iron rod with cap stamped "JBI" set;

East, a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

North, a distance of 18.50 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 45 degrees 00 minutes 00 seconds East, a distance of 14.14 feet to a one-half inch iron rod with cap stamped "JBI" set;

East a distance of 121.10 feet to a one-half inch iron rod with cap stamped "JBI" set, being the northeast corner of said "Save and Except Tract 1";

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

South, a distance of 136.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

West, a distance of 1.10 feet to a one-half inch iron rod with cap stamped "JBI" set;

South, a distance of 283.50 feet to a one-half inch iron rod with cap stamped "JBI" set;
South 15 degrees 33 minutes 29 seconds East, a distance of 177.58 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 08 degrees 49 minutes 03 seconds East, a distance of 127.33 feet to a one-half inch iron rod with cap stamped "JBI" set;

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

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

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

Along said curve to the right, having a radius of 790.00, a central angle of 00 degrees 20 minutes 19 seconds, an arc length of 4.67 feet; a chord bearing of North 81 degrees 35 minutes 10 seconds East, and a chord distance of 4.67 feet to a one-half inch iron rod with cap stamped "JBI" set;

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

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

South 80 degrees 15 minutes 02 seconds East, a distance of 237.53 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 63 degrees 44 minutes 35 seconds East, a distance of 124.42 feet to a one-half inch iron rod with cap stamped "JBI" set for the most easterly corner of said "Save and Except Tract 1", being in the northwesterly line of said Tawakoni Court (60 foot wide right-of-way) and the beginning of a non-tangent curve to the right;

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

Along said curve to the right having a central angle of an angle of 09 degrees 57 minutes 46 seconds, a radius of 575.00 feet, an arc length of 99.98 feet, a chord bearing of South 35 degrees 01 minutes 07 seconds West and a chord distance of 99.86 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 40 degrees 00 minutes 00 seconds West, a distance of 58.88 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 83 degrees 59 minutes 25 seconds West, a distance of 14.39 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the left;

Said curve to the left having a central angle of an angle of 03 degrees 25 minutes 10 seconds, a radius of 400.00 feet, an arc length of 23.87 feet, a chord bearing of North 54 degrees 26 minutes 44 seconds West and a chord distance of 23.87 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 33 degrees 50 minutes 41 seconds West, a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the right;

Along said curve to the right having a central angle of an angle of 03 degrees 01 minutes 43 seconds, a radius of 350.00 feet, an arc length of 18.50 feet, a chord bearing of South 54 degrees 38 minutes 28 seconds East and a chord distance of 18.50 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 06 degrees 09 minutes 15 seconds East, a distance of 13.85 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 40 degrees 00 minutes 00 seconds West, a distance of 337.66 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the left;

Along said curve to the left having a central angle of 19 degrees 55 minutes 33 seconds, a radius of 375.00 feet, an arc length of 130.41 feet, a chord bearing of South 30 degrees 02 minutes 14 seconds West and a chord distance of 129.76 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the right;

Along said curve to the right having a central angle of an angle of 13 degrees 32 minutes 02 seconds, a radius of 325.00 feet, an arc length of 76.77 feet, a chord bearing of South 26 degrees 50 minutes 28 seconds West and a chord distance of 76.59 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 82 degrees 14 minutes 41 seconds West, a distance of 13.45 feet to a one-half inch iron rod with cap stamped "JBI" set;

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

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

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

South 02 degrees 27 minutes 43 seconds East, a distance of 13.50 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the right;

Along said curve to the right having a central angle of 07 degrees 41 minutes 39 seconds, a radius of 325.00 feet, an arc length of 43.64 feet, a chord bearing of South 49 degrees 48 minutes 16 seconds West and a chord distance of 43.61 feet to a one-half inch iron rod with cap stamped "JBI" set; the beginning of a curve to the left;

Along said curve to the left having a central angle of an angle of 13 degrees 39 minutes 06 seconds, a radius of 375.00 feet, an arc length of 89.35 feet, a chord bearing of South 46 degrees 49 minutes 33 seconds West and a chord distance of 89.14 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 40 degrees 00 minutes 00 seconds West, a distance of 90.56 feet to a one-half inch iron rod with cap stamped "JBI" set;

THENCE South 85 degrees 00 minutes 00 seconds West a distance of 14.14 feet to the **POINT OF BEGINNING** and containing 2,114,951 square feet or 48.553 acres of land.

Exhibit B

HIGHLAND LAKES DEVELOPMENT AREA DESCRIPTION

LEGAL DESCRIPTION (447.693 acres)

BEING a tract of land situated in the Thomas Stallcup Survey, Abstract No. 846, and the Joel F. Stewart Survey, Abstract No. 838, Collin County, Texas and also being part of a 49.794 acre tract as recorded in Volume 3391, Page 948, all of a 25.000 acre tract and a 102.694 acre tract recorded in Volume 3391, Page 925, D.R.C.C.T., all of a 52.006 acre tract as recorded in Volume 3391, Page 939, D.R.C.C.T., all of a 57.006 acre tract as recorded in Volume 3391, Page 944, D.R.C.C.T., all of a 82.447 acre tract as recorded in Volume 3391, Page 935, D.R.C.C.T. and also being all of a 73.649 acre tract as recorded in Volume 3391, Page 931, D.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at 1/2 inch iron rod found for corner at the northeast corner of said 73.649 acre tract, said iron rod being at the northwest corner of a 38.814 acre tract as recorded in Volume 3486, Page 134, D.R.C.C.T., said iron rod also being in the south Right Of Way line of F.M. No. 1461;

THENCE South 00 degrees 29 minutes 09 seconds West a distance of 2998.80 feet to a 60 d nail found for corner in County Road No. 163 (gravel);

THENCE North 89 degrees 58 minutes 34 seconds West following C.R. No. 163 a distance of 688.06 feet to a 1/2 inch iron rod found for corner at the southeast corner of a 5.00 acre tract as recorded in Volume 4297, Page 2503, D.R.C.C.T.;

THENCE North 00 degrees 22 minutes 07 seconds East following the east line of said 5.00 acre tract a distance 546.39 feet to a 1/2 inch iron rod set for corner;

THENCE North 02 degrees 12 minutes 25 seconds West following the east line of said 5.00 acre tract a distance of 241.05 feet to a 1/2 inch iron rod set for corner at the northeast corner of said 5.00 acre tract;

THENCE North 89 degrees 40 minutes 25 seconds West following the north line of said 5.00 acre tract a distance of 262.88 feet to a 1/2 inch iron rod found for corner marking the northwest corner of said 5.00 acres;

THENCE South 00 degrees 58 minutes 35 seconds West following the west line of said 5.00 acre tract and the center line of County Road No. 1205 a distance of 788.35 feet to a 1/2 inch iron rod found for corner in C.R. No. 163;

THENCE North 89 degrees 58 minutes 34 seconds West following CR. No. 163 a distance of 256.24 feet to a 1/2 inch iron rod set for corner in a turn in the road to the south;

THENCE South 00 degrees 54 minutes 48 seconds West following CR. No. 163 a distance of 2273.69 feet to a 1/2 inch iron rod found (controlling monument) for corner at the intersection of CR. No. 163 and CR. No. 123;

THENCE North 89 degrees 01 minutes 11 seconds West following CR. No. 123 a distance of 1867.95 feet to a 1/2 inch iron rod set for corner at the southeast corner of a 0.269 acre tract conveyed to Collin County as recorded in Volume 4039, Page 1460 D.R.C.C.T.;

THENCE North 00 degrees 34 minutes 07 seconds East a distance of 45.12 feet to a 1/2 inch iron rod set for corner at the northeast corner of said 0.269 acre tract;

THENCE North 89 degrees 25 minutes 53 seconds West following the north line of said 0.269 acre tract a distance of 94.03 feet to a 1/2 inch iron rod set for corner;

THENCE North 88 degrees 27 minutes 39 seconds West following the north line of said 0.269 acre tract a distance of 178.84 feet to a 1/2 inch iron rod set for corner in the east line of a 193.825 acre tract as conveyed to CFL Group and recorded in Volume 5577, Page 4963, D.R.C.C.T., said iron rod being in a creek;

THENCE North 25 degrees 55 minutes 47 seconds West following the creek a distance of 107.77 feet to a 1/2 inch iron rod found for corner;

THENCE North 38 degrees 42 minutes 06 seconds West following the creek a distance of 283.12 feet to a 1/2 inch iron rod found for corner;

THENCE North 67 degrees 08 minutes 43 seconds West following the creek a distance of 328.86 feet to a 1/2 inch iron rod found for corner;

THENCE North 14 degrees 56 minutes 15 seconds West following the creek and crossing the dam of a Soil Conservation Lake and continuing for a distance of 262.80 feet to a point in said Lake;

THENCE through said lake the following course and distances:

North 17°43'51" East 52.61'

North 02°06'01" West 87.00'

North 54°36'01" West 362.00'

North 71°54'01" West 192.00'

North 07°38'01" West 275.00'

North 15°06'59" East 177.00'

North 23°53'01" West 525.00'

North 53°52'59" East 157.00'

North 00°22'01" West 478.00'

North 05°38'59" East 456.00'

North 49°59'01" West 1067.50'

North 00°53'59" East 128.05'

THENCE South 89 degrees 20 minutes 52 seconds East a distance of 1329.00 feet to a 1/2 inch iron rod set for corner;

THENCE North 00 degrees 55 minutes 04 seconds West a distance of 709.27 feet to a point in creek heading northeast;

THENCE following said creek, the following course and distances:

North 57°01'07" East 63.11'

South 80°04'48" East 66.08'

North 83°55'33" East 99.82'

North 22°53'33" East 34.08'

North 52°14'24" W 87.25'

North 07°48'26" W 32.36'

North 55°54'23" East 56.33'

North 60°23'51" East 96.49'

North 83°28'27" East 112.18'

North 18°13'23" East 184.33'

North 75°50'56" East 27.25'

North 22°15'21" East 115.46'

North 55°27'18" East 46.85'

North 06°56'12" W 86.10'

North 64°19'22" East 83.24'

North 61°59'49" East 113.26' to a point in a curve to the right in the south ROW line of F.M. No. 1461, said curve having a chord bearing of South 87 degrees 07 minutes 21 seconds East and a chord distance of 47.06 feet;

THENCE along said curve to the right following the south ROW line of said F.M. No. 1461 through a central angle of 00 degrees 28 minutes 27 seconds a radius distance of 5684.58 feet and a arc distance of 47.06 feet to a 1/2 inch iron rod set for corner;

THENCE South 86 degrees 53 minutes 08 seconds East following the south ROW line of said F.M. No. 1461 a distance of 1504.64 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the left with a chord bearing of South 88 degrees 10 minutes 38 seconds East a chord distance of 260.34 feet;

THENCE along said curve to the left following the south ROW line of said F.M. No. 1461 through a central angle of 2 degrees 35 minutes 00 seconds a radius of 5774.58 feet and a arc distance of 260.36 feet to a 1/2 inch iron rod set for corner;

THENCE South 89 degrees 28 minutes 08 seconds East following the south ROW line of said F.M. No. 1461 a distance of 115.78 feet to a 1/2 inch iron rod set for corner;

THENCE South 43 degree 59 minutes 38 seconds East following the south ROW line of said F.M. No. 1461 a distance of 140.26 feet to a 1/2 inch iron rod found for corner;

THENCE South 89 degrees 28 minutes 08 seconds East following the south ROW line of said F.M. No. 1461 a distance of 90.01 feet to a concrete monument found for corner;

THENCE North 46 degrees 00 minutes 22 seconds East following the south ROW line of F.M. No. 1461 a distance of 142.61 feet to a 1/2 inch iron rod set for corner;

THENCE South 89 degrees 28 minutes 08 seconds East following the south ROW line of said F.M. No. 1461 a distance of 1074.45 feet to the POINT OF BEGINNING and containing 19,501,493 square feet or 447.693 acres of land.

LEGAL DESCRIPTION (194.053 acres)

BEING a tract of land situated in the T. Stallcup Survey, Abstract No. 846, Collin County, Texas, and also be all of a 194.18 acre tract conveyed to Edward F. Scanlon and Debra J. Scanlon as recorded in County Clerks No. 94-0063641 of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found (controlling monument) for corner at the Southwest corner of said 194.18 acre tract and at the Southeast corner of a 73.4619 acre tract as recorded in County Clerks. No. 92-0053214, Collin County, Texas, said iron rod being in County Road No. 206;

THENCE North 00 degrees 34 minutes 35 seconds East following the east line of said 73.4618 acre tract a distance of 3761.76 feet to a 1 inch iron pipe found (controlling monument) for corner;

THENCE South 88 degrees 15 minutes 55 seconds East following the general course of a barbwire fence a distance of 603.21 feet to a point in a small creek branch;

THENCE down said small creek branch as follows:

- North 45°42'16" East 28.23'
- North 80°11'16" East 31.06'
- North 78°32'34" East 55.27'
- North 81°20'35" East 46.04'
- North 41°45'03" East 12.49'
- South 63°45'35" East 19.25'
- North 59°03'00" East 39.62'
- South 77°21'32" East 43.92'
- North 84°17'31" East 37.08'
- North 04°06'21" East 40.40'
- North 49°09'07" East 49.84'
- North 85°18'39" East 20.10'
- North 13°00'19" East 23.47'
- North 42°45'20" East 53.73'
- North 86°58'59" East 37.18'

North 39°05'56" East 28.91'
South 68°05'45" East 23.79'
North 56°54'40" East 41.44'
North 45°02'54" East 86.56'
North 79°13'04" East 82.08'
South 62°56'35" East 47.69'
South 22°36'01" East 112.00' to a point in Stover Creek;

THENCE down said Stover Creek and thru a Soil Conservation Service Lake as follows:

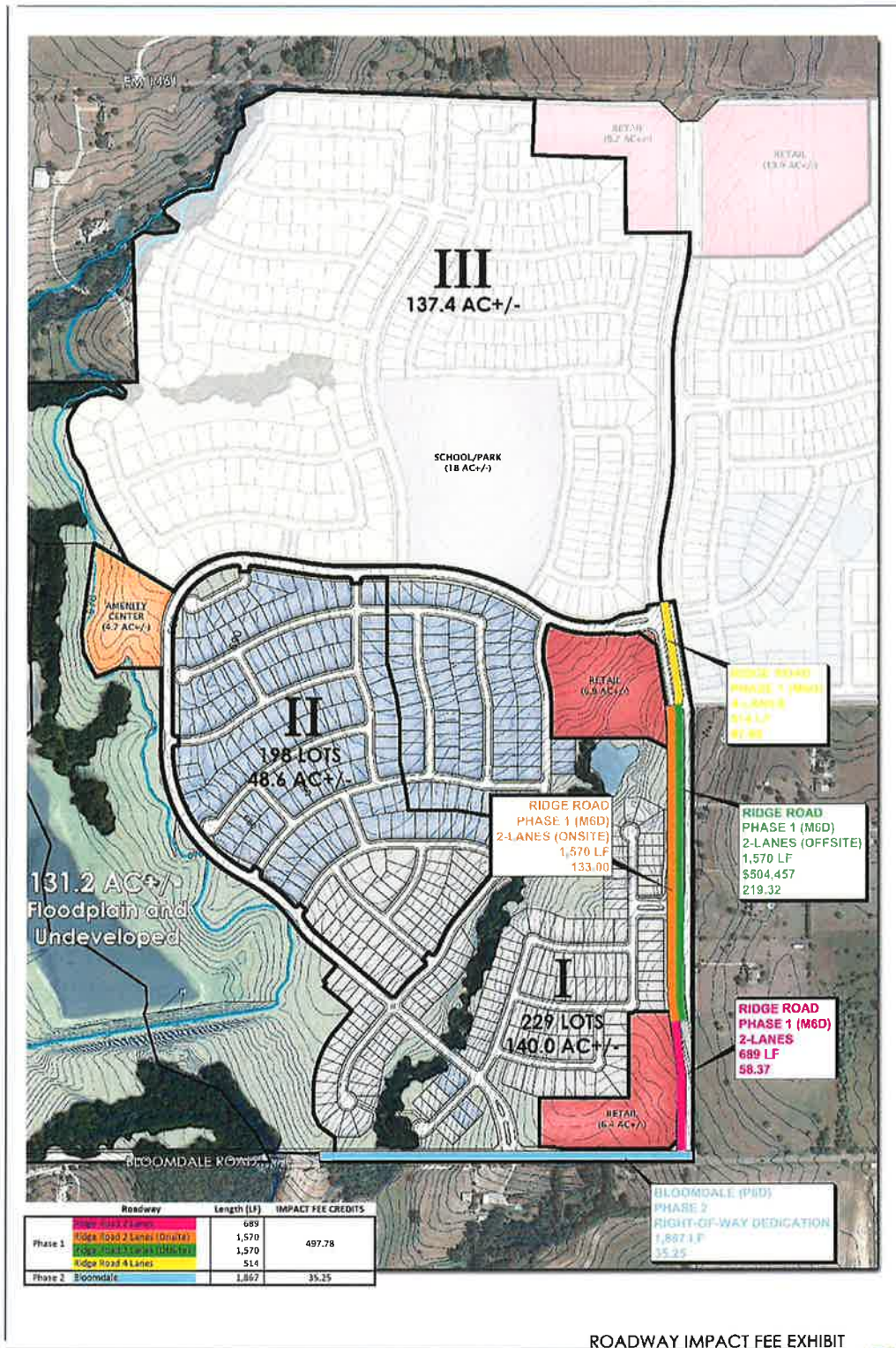
South 52°20'59" West 24.27'
South 39°34'59" West 53.03'
South 00°53'59" West 133.27'
South 49°59'01" East 1067.50'
South 05°38'59" West 456.00'
South 00°22'01" East 478.00'
South 53°52'59" West 157.00'
South 23°53'01" East 525.00'
South 15°06'59" West 177.00'
South 07°38'01" East 275.00'
South 71°54'01" East 192.00'
South 54°36'01" East 362.00'
South 02°06'01" East 87.00'
South 17°43'51" West 52.61'
South 14°56'15" East 262.80' to 1/2" iron rod found
South 67°08'43" East 328.86'
South 38°42'06" East 283.12'
South 25°55'47" East 159.56' to a "X" cut set in the concrete bridge over Stover Creek, said "X" cut being in County Road No. 123;

THENCE North 89 degrees 05 minutes 26 seconds West following C.R. No. 123 a distance of 2078.81 feet to a 1/2 inch iron rod found (controlling monument) for corner;

THENCE North 89 degrees 16 minutes 46 seconds West a distance of 1173.12 feet to the POINT OF BEGINNING and containing 8,452,949 square feet or 194.053 acres of land.

Exhibit C

ROADWAY PROJECT PLAN



ROADWAY IMPACT FEE EXHIBIT

HIGHLAND LAKES

PHASES 1 AND 2 **JB**
McKINNEY, TEXAS PARTNERS