



FIRST AMENDMENT TO 2012 DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO 2012 DEVELOPMENT AGREEMENT (this "First Amendment") is executed between CH-B Trinity Falls, LP, a Texas limited partnership ("Owner") and the City of McKinney, Texas (the "City") to be effective 2/27, 2014 (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, Parties 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 3013116000067920 (the "2012 Agreement"); and

B. WHEREAS, the Parties desire to amend the 2012 Agreement as reflected in this First Amendment; and

C. WHEREAS, in the event of any conflict or inconsistency between this First Amendment and the 2012 Agreement, the provisions and intent of this First Amendment shall control; and

D. WHEREAS, except as amended by this First Amendment, the Parties intend that the 2012 Agreement shall remain in full force and effect; and

E. WHEREAS, terms used in this First Amendment that have their initial letter capitalized but which are not defined in the First Amendment shall have the meanings given to such terms in the 2012 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 of the 2012 Agreement is replaced in its entirety by the following:

3.2 Plat Approval. Subdivision of the Property shall require approval of preliminary and final plats (including Record Plats) by the City in accordance with the Governing Regulations, Section 2.3 above and this Agreement. Screening and buffering requirements and any correlative construction and installation of improvements shall be deferred for a period of three (3) months after approval of any final or Record Plat. NOTWITHSTANDING THE FOREGOING, UNLESS EXPRESSLY WAIVED BY THE CITY AND EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.3, IT SHALL BE A CONDITION TO ACCEPTANCE BY THE CITY, AS WELL AS A REQUIREMENT FOR COMPLETENESS, OF ANY APPLICATION FOR A PRELIMINARY PLAT OR FINAL PLAT OF ANY PORTION OF THE PROPERTY THAT NONE OF THE DEFAULTS DESCRIBED BELOW SHALL EXIST AS OF THE FILING DATES FOR SUCH APPLICATIONS. THE EXISTENCE OF ANY OF SUCH DEFAULTS SHALL NOT, HOWEVER, AFFECT IN ANY WAY THE

OBLIGATION OF THE CITY TO CONTINUE TO PROCESS APPLICATIONS FOR PRELIMINARY PLATS AND FINAL PLATS THAT WERE FILED PRIOR TO THE OCCURRENCE OF SUCH DEFAULTS.

(a) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO MAINTAIN ROADWAY PUBLIC INFRASTRUCTURE AS REQUIRED BY SECTION 5.1.4 OF THIS AGREEMENT.

(b) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO INSTALL OR CONSTRUCT SCREENING AND BUFFERING IMPROVEMENTS OR MATERIAL AS REQUIRED BY SECTION 3.2 OF THIS AGREEMENT.

(c) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO MAINTAIN DRAINAGE PUBLIC INFRASTRUCTURE AS REQUIRED BY SECTION 5.1.4 OF THIS AGREEMENT.

(d) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO CONSTRUCT AND CONVEY A NEIGHBORHOOD PARK AS AND WHEN REQUIRED BY EXHIBIT G OF THIS AGREEMENT.

(e) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO MAINTAIN THE TRINITY RIVER COMMON AREA AS REQUIRED BY EXHIBIT G OF THIS AGREEMENT.

(f) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE PAYMENT OF THE PARK FEE FUNDS AS REQUIRED BY EXHIBIT G OF THIS AGREEMENT.

(g) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO PROVIDE POLICE SERVICES AS REQUIRED BY SECTION 3.8.1 OF THIS AGREEMENT.

(h) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO CONSTRUCT AND MAINTAIN MAJOR INFRASTRUCTURE AS REQUIRED BY SECTION 10.3 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 3.8.3 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 OPERATIONAL AS REQUIRED BY SECTION 3.8.2 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 3.8.2 OF THIS AGREEMENT.

(l) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO CONVEY THE SCHOOL SITES PURSUANT TO THE MISD AGREEMENT DESCRIBED IN SECTION 7.5 OF THIS AGREEMENT.

(m) THERE SHALL NOT BE A DEFAULT WITH RESPECT TO THE OBLIGATION TO MAKE ANY PAYMENTS TO THE MISD PURSUANT TO THE MISD AGREEMENT DESCRIBED IN SECTION 7.5 OF THIS AGREEMENT.

2. Section 3.7 of the 2012 Agreement is replaced in its entirety by the following:

3.7 Inspection by the City. The City shall have the right to inspect, from time to time, the construction of any Public Infrastructure and any Structure. If the City determines that any Public Infrastructure or Structure is not being constructed in compliance with the Governing Regulations and the contractor or builder 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 or Structure by the issuance of "stop work order" until the non-compliance is corrected to the reasonable satisfaction of the City. Nothing in this Section 3.7 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 Public Infrastructure or any Structure is constructed in accordance with the Governing Regulations.

Section 3.8 of the 2012 Agreement is replaced in its entirety by the following:

3.8 Termination of Certified Inspectors. The City and the District each shall have the right to terminate any Certified Inspector for failure to properly perform any duty required by this Agreement or for failure to provide inspection reports or monthly status reports as required by this Agreement, if such failure is not cured by the Certified Inspector within ten (10) days after receipt of written notice from either the City or the District with copy thereof to the other. Upon any such termination, the City, at its option, may allow the use of another Certified Inspector or may elect to perform some or all of the duties reserved to Certified Inspectors by this Article III. If the City elects to perform any of those duties, such duties shall be performed (and reports provided to the District) in the same manner as would be applicable to the Certified Inspectors, and the actual, reasonable costs and expenses paid or incurred by the City in performing the duties shall be paid by the contractor or builder (or by the owner of the property on which the work is being performed). Nothing in this Section 3.8 is intended to obligate the City to determine whether a Certified Inspector is performing its duties under this Agreement, to create any liability of the City with respect to the failure of a Certified Inspector to perform its duties under this Agreement, 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 Public Infrastructure or any Structure is constructed in accordance with the Governing Regulations.

3. Section 4.3 of the 2012 Agreement is replaced in its entirety by the following:

4.3 City Inspection Fees. Any inspections of Public Infrastructure or Structures pursuant to the City's inspection rights under Section 3.7 (in the event the City determines that any Public Infrastructure or Structure is not being constructed in accordance with the Governing Regulations) or under Section 3.8 (in the event the City terminates any Certified Inspector), shall be subject to the payment to the City of all reasonable costs and expenses paid or incurred by the City in performing the inspections (the "Inspection Fees"). Nothing in this Section 4.3 shall obligate the City to perform any inspections under Section 3.7, Section 3.8, or otherwise under any provision of the 2012 Agreement or this First Amendment.

4. Section 5.1.1.1.1 of the 2012 Agreement is replaced in its entirety by the following:

5.1.1.1.1 prior to the date of the request for the issuance of a building permit for the 1,900th 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;

Section 5.1.1.2.1, Section 5.1.1.2.2, and Section 5.1.1.2.3 of the 2012 Agreement are replaced in their entirety by the following:

5.1.1.2 At no cost to the City, Owner will cause the following to occur with respect to the water Public Infrastructure:

5.1.1.2.1 prior to the issuance of the 450th building permit for a Dwelling Unit, design, acquire easements for, construct, and tender for dedication to and acceptance by the City, the extension of the existing water line located in Hardin Boulevard north of Wilmeth Drive (the "West Feed"). The West Feed, including facilities and improvements related thereto, shall be extended to the north from its current terminus along the alignment of future Hardin Boulevard (as approved by the City) to FM 543, then east along FM 543 to the Property (see Exhibit C-5 of the 2012 Agreement). The size of the West Feed shall be in accordance with the City's current Water Master Plan, or smaller if approved by the City Engineer. Notwithstanding the foregoing, however, Owner will design, acquire easements for, construct, and tender for dedication to and acceptance by the City of the West Feed within one-year after written notice is delivered by the City to Owner at any time after the 300th building permit has been issued for a Dwelling Unit. No permits for any Dwelling Unit shall be issued after the expiration of such one-year period unless the West Feed has been competed, dedicated, and accepted as described in this subsection;

5.1.1.2.2 prior to the issuance of a building permit for the 525th Dwelling Unit, design, acquire easements for, construct, and tender for dedication to and acceptance by the City, the elevated water storage facility designated as the "Trinity Elevated Storage Tank" on the City's current Water Master Plan and on Exhibit C-5 of the 2012 Agreement (the "Trinity EST"). The size of the Trinity EST shall be in accordance with the City's Water Master Plan, or smaller, if approved by the City Engineer. Notwithstanding the foregoing, however, Owner will design, acquire easements for, construct, and tender for dedication to and acceptance by the City of the Trinity EST within two years after written notice is delivered by the City to Owner at any time after the City has delivered written notice with respect to the West Feed as provided in Subsection 5.1.1.2.1. No permits for any Dwelling Unit shall be issued after the

expiration of such two-year period unless the Trinity EST has been completed, dedicated, and accepted as described in this subsection;

5.1.1.2.3.1 subject to Section 5.1.1.4 below and provided the Bloomdale Pump Station is operating at such time, prior to the issuance of a building permit for the 1,900th 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");

Section 5.1.2.1 of the 2012 Agreement is replaced in its entirety by the following:

5.1.2.1 As and when reasonably determined by the City, if at all, the City shall design, acquire easements for, construct, and cause to be dedicated to and accepted by the City, all upgrades and expansions to the City's off-Property sewer Public Infrastructure (excluding sewer Public Infrastructure described as Owner's responsibility under Section 5.1.2.2) to the extent necessary to provide uninterrupted, equitable and uniform sanitary sewer service to the Property.

Exhibit C-1 to the 2012 Agreement is replaced in its entirety by **Exhibit C-1** to this First Amendment; Exhibit L to the 2012 Agreement is replaced in its entirety by **Exhibit L** to this First Amendment; and Section 12.18.1 of the 2012 Agreement is replaced in its entirety by the following:

12.18.1 CCOL Deed. Owner agrees to convey two tracts within the Property totaling approximately 84.8 acres of land near the northern boundary of the Property as depicted on the Concept Plan Land Use Plan attached as **Exhibit C-1** to this First Amendment (the "CCOL ROW") for the future construction of the Collin County Outer Loop (the "CCOL") by the City, Collin County, or other entity or governmental agency (the "CCOL Agency"). Prior to the Effective Date of this First Amendment, Owner delivered to a third-party escrow agent approved by Owner and the City (the "Escrow Agent") a special warranty deed (the "CCOL Deed"), a copy of which is attached as **Exhibit L** to this First Amendment, conveying to the City fee simple title to the CCOL ROW: (1) free of monetary liens and monetary encumbrances; (2) subject to all matters of record that affect the CCOL ROW as of the date of this Agreement; and (3) subject to a perpetual easement reserving to Owner and its successors the right to locate, construct, install, maintain, replace, and repair water, sanitary sewer, and drainage facilities over, under, and across the CCOL ROW, provided that such easement and any facilities shall be expressly limited to only those areas wherein such easement and facilities conform to applicable City of McKinney ordinances and which do not conflict with the design and construction of the Collin County Outer Loop. The Parties acknowledge that the legal description of the CCOL ROW contained in the CCOL Deed reflects an alignment preferred by Owner and supported by the City but which may vary from other alignments that have been considered by Collin County from time to time. The City will use its best efforts to cause Collin County to take official action approving a CCOL alignment that conforms to the alignment reflected by the CCOL Deed. Owner shall not take an adverse

position to any actions sought by the City in approving the alignment reflected in the CCOL Deed.

Exhibit M to the 2012 Agreement is replaced in its entirety by **Exhibit M** to this First Amendment; and Section 12.18.2 of the 2012 Agreement is replaced in its entirety by the following:

12.18.2 Escrow Instructions. Delivery of the CCOL Deed to the Escrow Agent was accompanied by written escrow instructions approved by Owner and the City (the "Escrow Instructions"), a copy of which is attached as **Exhibit M** to this First Amendment, that set forth the conditions upon which the CCOL Deed will be delivered to the City or returned to Owner. The Escrow Instructions shall provide that the CCOL Deed will be delivered to the City not earlier than 30 days after the CCOL Agency certifies in writing to Owner, the City, and the Escrow Agent that the CCOL Agency: (a) has approved and has immediately available funds to pay for the construction of the CCOL or portion thereof that includes the CCOL ROW, including an intersection of the CCOL with future Hardin Boulevard; (b) has opened the bids and awarded the contract for such construction; and (c) is prepared to give the selected contractor a "Notice to Proceed" subject only to the availability of the CCOL ROW. The Escrow Instructions also provide that the CCOL Deed may be returned to Owner with the written consent of the City and shall be returned to Owner not earlier than 30 days after Owner certifies in writing to the City, the CCOL Agency, and the Escrow Agent that one or more of the following has occurred: (A) construction of permanent improvements (including, but not limited to, infrastructure) has commenced on property in the vicinity of the Property that effectively prevents use of the CCOL ROW as part of the CCOL; (B) the CCOL Agency has awarded a contract for the construction of the CCOL based on an alignment that differs materially from the CCOL ROW or that does not include an intersection of the CCOL with future Hardin Boulevard; (C) the CCOL has been abandoned by order of the CCOL Agency; or (D) the conditions required to deliver the CCOL Deed to the City have not been satisfied within 40 years after the Effective Date of this Agreement. During the period that the CCOL Deed is being held by the Escrow Agent, Owner may use the CCOL ROW in accordance with the easements described above and as approved by the City. If the CCOL Deed is returned to Owner for any reason, Owner shall have no continuing obligations to provide right-of-way for or related to the CCOL, and the CCOL ROW can be developed in accordance with the Alternative Concept Plan Land Use Plan attached as **Exhibit C-1A** to the 2012 Agreement.

Exhibit C-1 to the 2012 Agreement is replaced in its entirety by **Exhibit C-1** to this First Amendment; and Section 12.18.3 of the 2012 Agreement is replaced in its entirety by the following:

12.18.3 Reserved Land. Owner agrees to reserve for development approximately 36 acres north of and adjacent to the CCOL ROW between future Hardin Boulevard and CR 281 as depicted on the Concept Plan Land Use Plan attached as **Exhibit C-1** to this First Amendment (the "Reserved Land"). If the CCOL Deed is returned to Owner as provided in Subsection 12.18.2, the reservation described herein terminates, and the

Reserved Land can be developed in accordance with the Alternative Concept Plan Land Use Plan attached as **Exhibit C-1A** to the 2012 Agreement.

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SIGNATURE PAGES AND FIRST AMENDMENT EXHIBITS TO FOLLOW

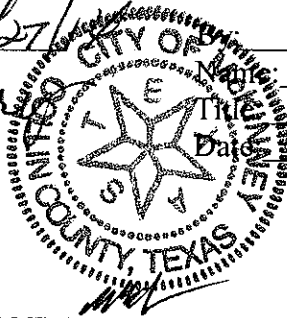
ATTEST:

City of McKinney, Texas

Emily Larsen
Name:

Name:

Title: *city secretary*



[Signature]

By Rob Daake, Deputy City Manager
and authorized signatory

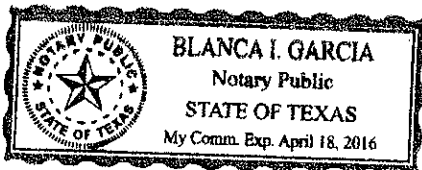
APPROVED AS TO FORM AND LEGALITY

[Signature]

Name: By Mark Houser, City Attorney and
authorized signatory
Title: City Attorney

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the *27th* day of *February*, 2014, by *Rob Daake* *Deputy City Manager* of the City of McKinney, Texas, on behalf of said city.



Blanca I. Garcia
Notary Public, State of Texas

CH-B Trinity Falls, LP,
a Texas limited partnership

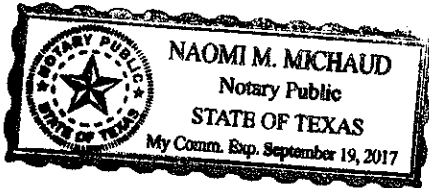
By: CH-B Trinity Falls GP, LLC,
its general partner,
a Delaware limited liability company

By: 
Leisha Ehlert, Vice President

Date: 2/11/14

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me on the 11th day of February, 2014, by Leisha Ehlert, Vice President of CH-B Trinity Falls GP, LLC, a Delaware limited liability company, the general partner of CH-B Trinity Falls, LP, a Texas limited partnership, on behalf of said limited partnership.



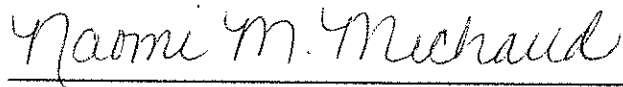

Notary Public, State of Texas

Exhibit C-1 to First Amendment
 Revised Concept Plan – Land Use dated June 3, 2013

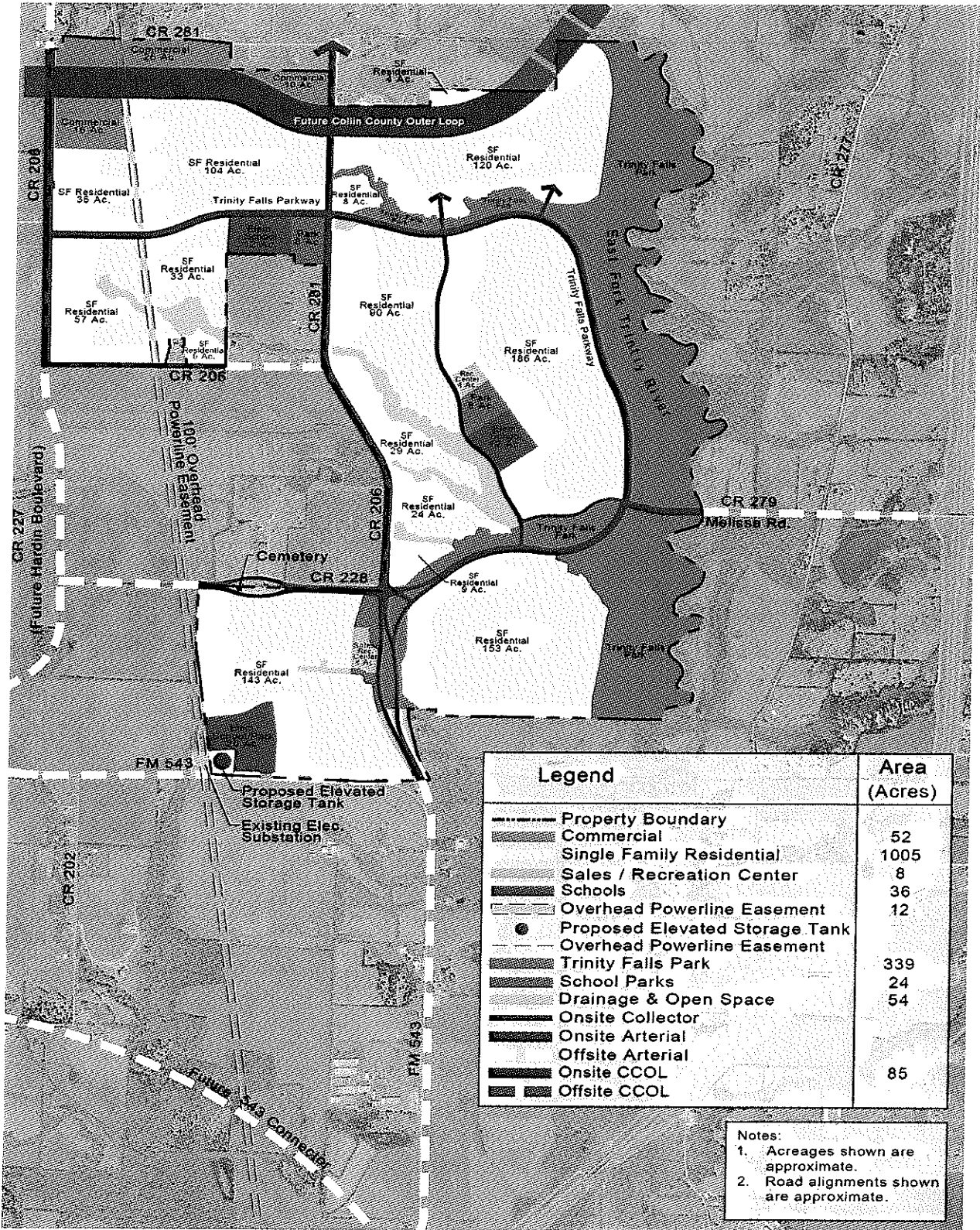


Exhibit L to First Amendment
Executed CCOL Deed

Exhibit L

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

COUNTY OF COLLIN

CH-B TRINITY FALLS, LP, a Texas limited partnership ("Grantor"), in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to Grantor, cash in hand paid by the CITY OF MCKINNEY, TEXAS, a home rule municipality ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, whose address is 222 N. Tennessee Street, McKinney, Texas 75069, that certain parcel of land located in Collin County, Texas and more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, together with (i) all of the improvements, if any, located thereon, (ii) all and singular the rights, easements and appurtenances pertaining thereto, (iii) all right, title and interest of Grantor in and to any and all roads, easements and appurtenances pertaining thereto, (iii) all right, title and interest of Grantor in and to any and all roads, easements, alleys, streets, and rights-of-way bounding the above described land, together with all rights of ingress and egress unto the above described land, (iv) stripes or gores, if any, between the above described land and abutting properties, and (v) any and all oil, gas and minerals lying under, in, on, or about or constituting a part of the above described land (collectively, the "**Property**"); subject to, however, those exceptions and encumbrances described on Exhibit B, attached hereto and made a part hereof for all purposes (the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property, together with any and all rights and appurtenances thereto in anywise belonging to Grantor, subject to the Permitted Exceptions, unto the said Grantee, its successors and assigns FOREVER, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

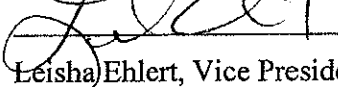
Anything to the contrary contained herein notwithstanding, Grantor expressly reserves to itself and its successors and assigns a perpetual easement to locate, construct, install, maintain, replace and repair water, sanitary sewer and drainage facilities over, under and across the Property; however such easement and any facilities shall be expressly limited to only those areas

wherein such easement and facilities conform to applicable City of McKinney ordinances and which do not conflict with the design and construction of the Collin County Outer Loop.

This Special Warranty Deed has been executed by Grantor to be effective on the _____ day of _____, 20____.

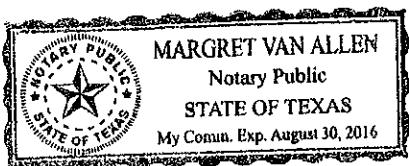
CH-B TRINITY FALLS, LP,
a Texas limited partnership

By: CH-B Trinity Falls GP, LLC,
its general partner,
a Delaware limited liability company

By: 
Leisha Ehlert, Vice President

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 12th day of February, 2014, by Leisha Ehlert, Vice President of CH-B Trinity Falls GP, LLC, a Delaware limited liability company, the General Partner of CH-B Trinity Falls, LP, a Texas limited partnership, for an on behalf of said limited partnership.




NOTARY PUBLIC - STATE OF TEXAS

PREPARED IN THE OFFICE OF:

Abernathy, Roeder, Boyd & Joplin, P.C.
1700 Redbud Boulevard, Suite 300
McKinney, Texas 75069

AFTER RECORDING, RETURN TO:

The City of McKinney, Texas
222 N. Tennessee Street
McKinney, Texas 75069

EXHIBIT A

Legal Description

LEGAL DESCRIPTION

PART 1 - 3.887 ACRES

BEING a tract of land situated in the Thomas Lindsey Survey, Abstract No. 521, Collin County, Texas and being part of a tract of land described as Tract 4 in Special Warranty Deed to CH-B Trinity Falls, L.P. recorded in Instrument No. 20120229000234690, Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for corner in the south line of a tract of land described in deed to John P. Walden, et ux recorded in Volume 551, Page 366, Land Records of Collin County, Texas and in County Road No. 282 (a generally recognized public road), at the northeast corner of a called 39.06 acre tract of land described in Special Warranty Deed with Vendor's Lien to Thomas M. Fris and wife, Lisa Price Fris recorded in Instrument No. 96-0104896, Land Records of Collin County, Texas and being the northwest corner of said Tract 4;

THENCE with the said south line of the Walden tract, South 89°11'59" East, a distance of 484.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 15°03'09", a radius of 3050.00 feet, a chord bearing and distance of South 37°22'58" West, 798.97 feet;

THENCE departing said south line, in a southwesterly direction, with said curve to the right, an arc distance of 801.28 feet to a 5/8" iron rod with plastic cap stamped "KHA" set in the east line of said Fris tract at the end of said curve;

THENCE with the said east line, North 0°05'19" East, a distance of 641.63 feet to the POINT OF BEGINNING and containing 3.887 acres or 169,314 square feet of land.

PART 2 - 80.914 ACRES

BEING a tract of land situated in the Thomas Lindsey Survey, Abstract No. 521, Thomas Bruce Survey, Abstract No. 103 and the John Larremore Survey, Abstract No. 530, Collin County, Texas and being part of a tract of land described as Tract 1 in Special Warranty Deed to CH-B Trinity Falls, L.P. recorded in Instrument No. 20120229000234690, Land Records of Collin County, Texas, and part of a called 1113.084 acre tract of land described in Special Warranty Deed to CH-B Trinity Falls, L.P. recorded in Instrument No. 20120229000234680, Land Records of Collin County, Texas, and being more particularly described as follows:

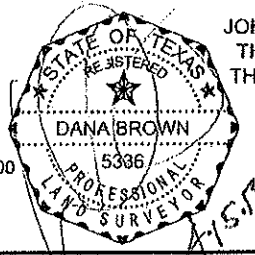
COMMENCING at a 5/8" iron rod found in the south line of a tract of land described in deed to John P. Walden, et ux recorded in Volume 551, Page 366, Land Records of Collin County, Texas and in County Road No. 282 (a generally recognized public road), being the northeast corner of a called 39.06 acre tract of land described in Special Warranty Deed with Vendor's Lien to Thomas M. Fris and wife, Lisa Price Fris recorded in Instrument No. 96-0104896, Land Records of Collin County, Texas and being the northwest corner of said Tract 4;

THENCE departing said County Road No. 282, with the said west line of Tract 4, South 0°05'19" West, a distance of 794.23 feet to a 3/8" iron rod found in the north line of said Tract 1 and being the southeast corner of said Fris tract;

THENCE with the said north line of Tract 1, North 89°20'27" West, a distance of 161.35 feet to a 5/8" iron rod with "KHA" cap set at the POINT OF BEGINNING and being the beginning of a non-tangent curve to the right having a central angle of 41°34'27", a radius of 3050.00 feet, a chord bearing and distance of South 69°50'53" West, 2164.87 feet;

3.887 ACRE & 80.914 ACRE TRACTS
JOHN LARREMORE SURVEY, ABSTRACT NO. 530
THOMAS BRUCE SURVEY, ABSTRACT NO. 103
THOMAS LINDSEY SURVEY, ABSTRACT NO. 521
COLLIN COUNTY, TEXAS

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com



Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 101555-00
Tel. No. (972) 770-1300
Fax No. (972) 239-9020

Scale	Drawn By	Checked By	Date	Project No.	Sheet No.
N/A	BRD	DAB	APR 2013	D68160000	1 OF 9

PLOTTED BY DURN, STACY 4/19/2013 12:49 PM DWG NAME K:\DATA\SURVEY\068150000-TRINITY FALLS\DWG\EXHIBITS\BOUNDARY\068160000-TRINITY FALLS CCOL-1.DWG LAST SAVED

THENCE departing said north line, the following courses and distances:

In a southwesterly direction, with said curve to the right, an arc distance of 2,213.10 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve;

North 89°21'54" West, a distance of 1080.48 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 17°03'10", a radius of 3050.00 feet, a chord bearing and distance of North 80°50'18" West, 904.42 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 907.77 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve;

North 72°18'43" West, a distance of 1100.05 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 17°05'51", a radius of 2550.00 feet, a chord bearing and distance of North 80°51'39" West, 758.12 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 760.94 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve;

North 89°24'34" West, a distance of 1494.03 feet to a 5/8" iron rod with plastic cap stamped "KHA" set in the west line of said second reference CH-B Trinity Falls, L.P. tract and In County Road No. 206 (a generally recognized public road);

THENCE with said west line and along said County Road No. 206, North 0°50'11" West, a distance of 500.16 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

THENCE departing said west line, the following courses and distances:

South 89°24'34" East, a distance of 1506.49 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 17°05'51", a radius of 3050.00 feet, a chord bearing and distance of South 80°51'39" East, 906.77 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 910.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve;

South 72°18'43" East, a distance of 1100.05 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 15°15'18", a radius of 2550.00 feet, a chord bearing and distance of South 79°56'22" East, 676.94 feet;


In a southeasterly direction, with said curve to the left, an arc distance of 678.94 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve and in the west line of a called 1.39 acre tract of land described in Special Warranty Deed to Calvin Jarrett and Karen Jarrett, recorded in Volume 5962, Page 3714, Land Records of Collin County, Texas and being in County Road No. 281 (a generally recognized public road);

THENCE with said west line of the Jarrett tract and along said county Road No. 281, South 0°40'36" West, a distance of 1.26 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the southwest corner of said Jarrett tract;

THENCE with the south line of said Jarrett tract and the north line of said Ch-B Trinity Falls, L.P. tract, South 89°21'54" East, at a distance of 231.22 feet, passing the southwest corner of a called 4.491 acre tract of land described in Special Warranty Deed to Gary Dale Littrell and wife Delores Ann Littrell, recorded in Instrument No. 20070905001235110, Land Records of Collin County, Texas, continuing with the south line of said Littrell tract, in all a total distance of 1290.73 feet to a 5/8" iron rod found at the southeast corner of said Littrell tract and an interior corner of said CH-B Trinity Falls, L.P. tract;

3.887 ACRE & 80.914 ACRE TRACTS
JOHN LARREMORE SURVEY, ABSTRACT NO. 530
THOMAS BRUCE SURVEY, ABSTRACT NO. 103
THOMAS LINDSEY SURVEY, ABSTRACT NO. 521
COLLIN COUNTY, TEXAS

Bearing system based on the Texas
Coordinate System of 1983, North Central
Zone (4202), North American Datum of 1983.



**Kimley-Horn
and Associates, Inc.**

12750 North Drive, Suite 1000 FIRM # 101155-00 Tel. No. (972) 776-1300
Dallas, Texas 75261 Fax No. (972) 299-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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THENCE with the east line of said Littrell tract, North 0°11'31" West, a distance of 4.43 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 2°46'57", a radius of 2550.00 feet, a chord bearing and distance of North 85°52'02" East, 123.83 feet;

THENCE departing said east line, in a northeasterly direction, with said curve to the left, an arc distance of 123.84 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve and being in the south line of a called 1.071 acre tract of land described in Special Warranty Deed to Allan Littrell, recorded in Instrument No. 20090925001192830, Land Records of Collin County, Texas;

THENCE with the south line of said 1.071 acre tract, South 89°10'20" East, a distance of 59.10 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the southeast corner of said 1.071 acre tract;


THENCE with the east line of said 1.071 acre tract, North 0°11'36" West, a distance of 7.26 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 19°02'38", a radius of 2550.00 feet, a chord bearing and distance of North 73°37'09" East, 843.67 feet;

THENCE departing said east line of the 1.071 acre tract, in a northeasterly direction, with said curve to the left, an arc distance of 847.57 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve and being in the south line of said Fris tract;

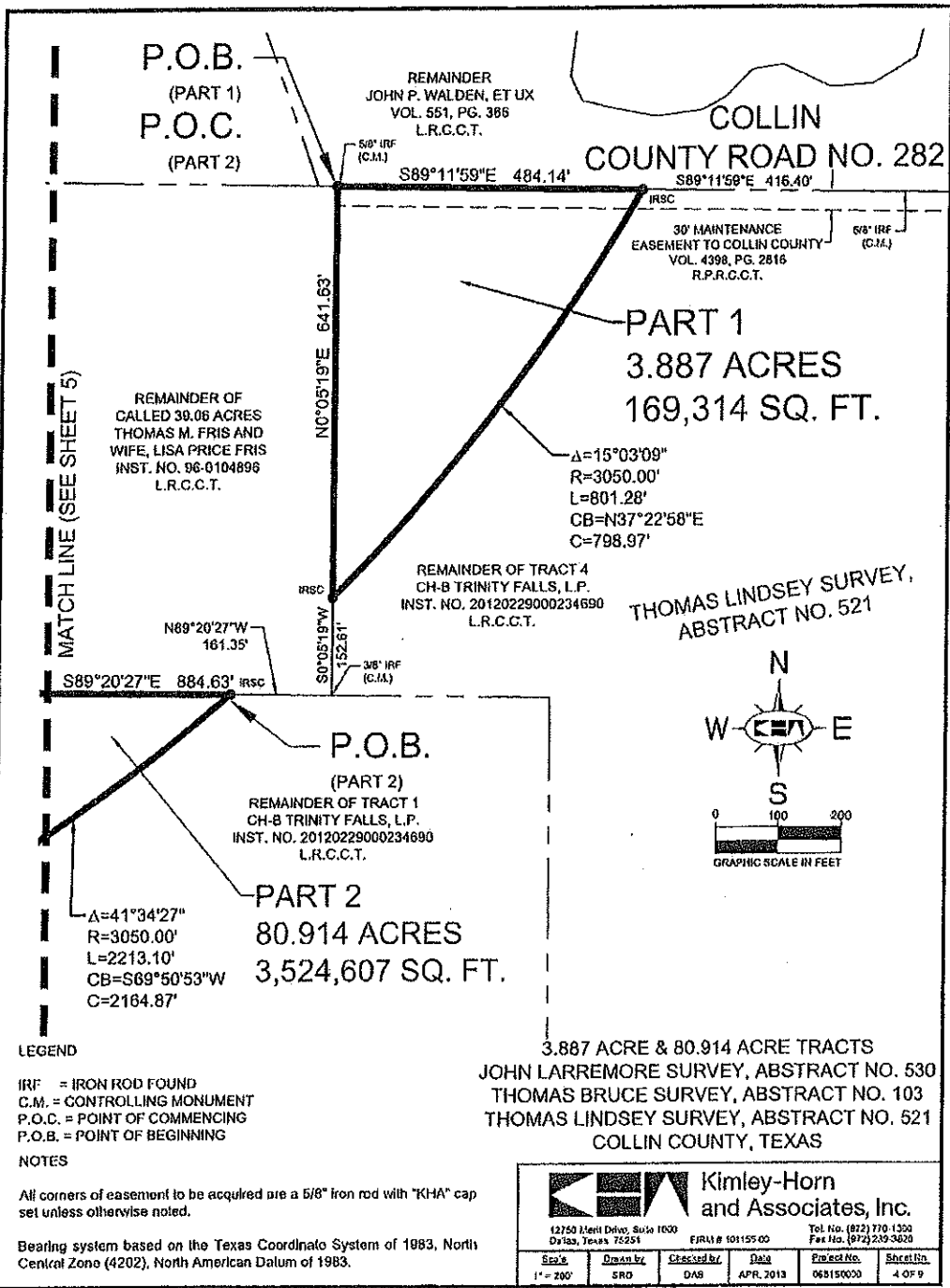
THENCE with the south line of said Fris tract, South 89°20'27" East, a distance of 884.63 feet to the POINT OF BEGINNING and containing 80.914 acres or 3,524,607 square feet of land.

3.887 ACRE & 80.914 ACRE TRACTS
 JOHN LARREMORE SURVEY, ABSTRACT NO. 530
 THOMAS BRUCE SURVEY, ABSTRACT NO. 103
 THOMAS LINDSEY SURVEY, ABSTRACT NO. 521
 COLLIN COUNTY, TEXAS

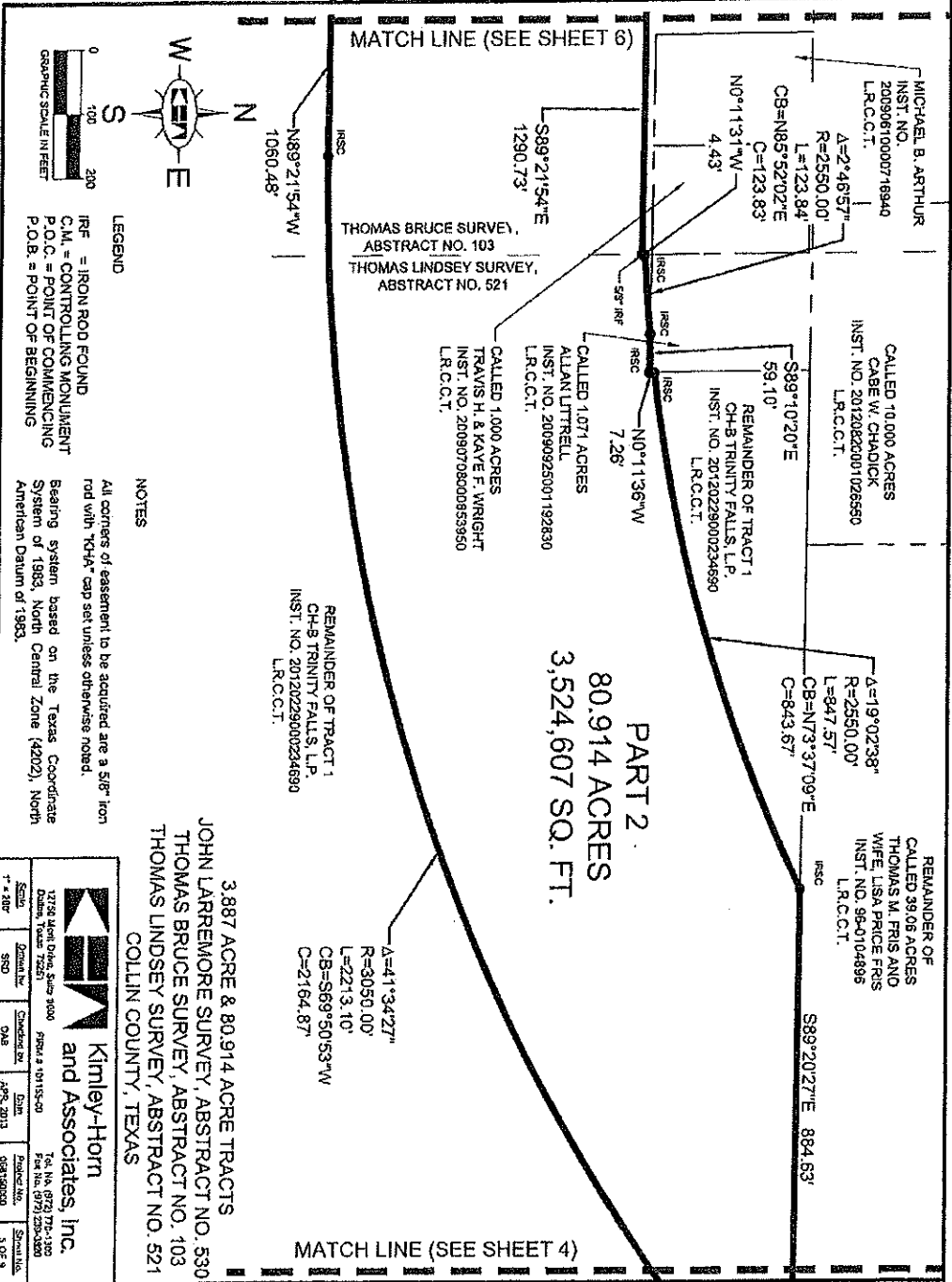
Bearing system based on the Texas
 Coordinate System of 1983, North Central
 Zone (4202), North American Datum of 1983.

 Kimley-Horn and Associates, Inc.		12760 Merit Drive, Suite 1000 Dallas, Texas 75251		FIRM # 101155-00		Tel. No. (972) 770-1350 Fax No. (972) 739-3030	
		Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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Kimley-Horn and Associates, Inc.

1736 West Dime, Suite 3000
Dallas, Texas 75261

Phone: 972.361.1000
Fax: 972.361.1000

Website: www.kimley-horn.com

Project No. 10115-00
Date: APR. 2013
Scale: 3/8" = 1'

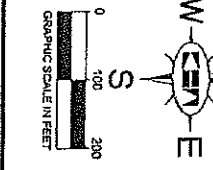
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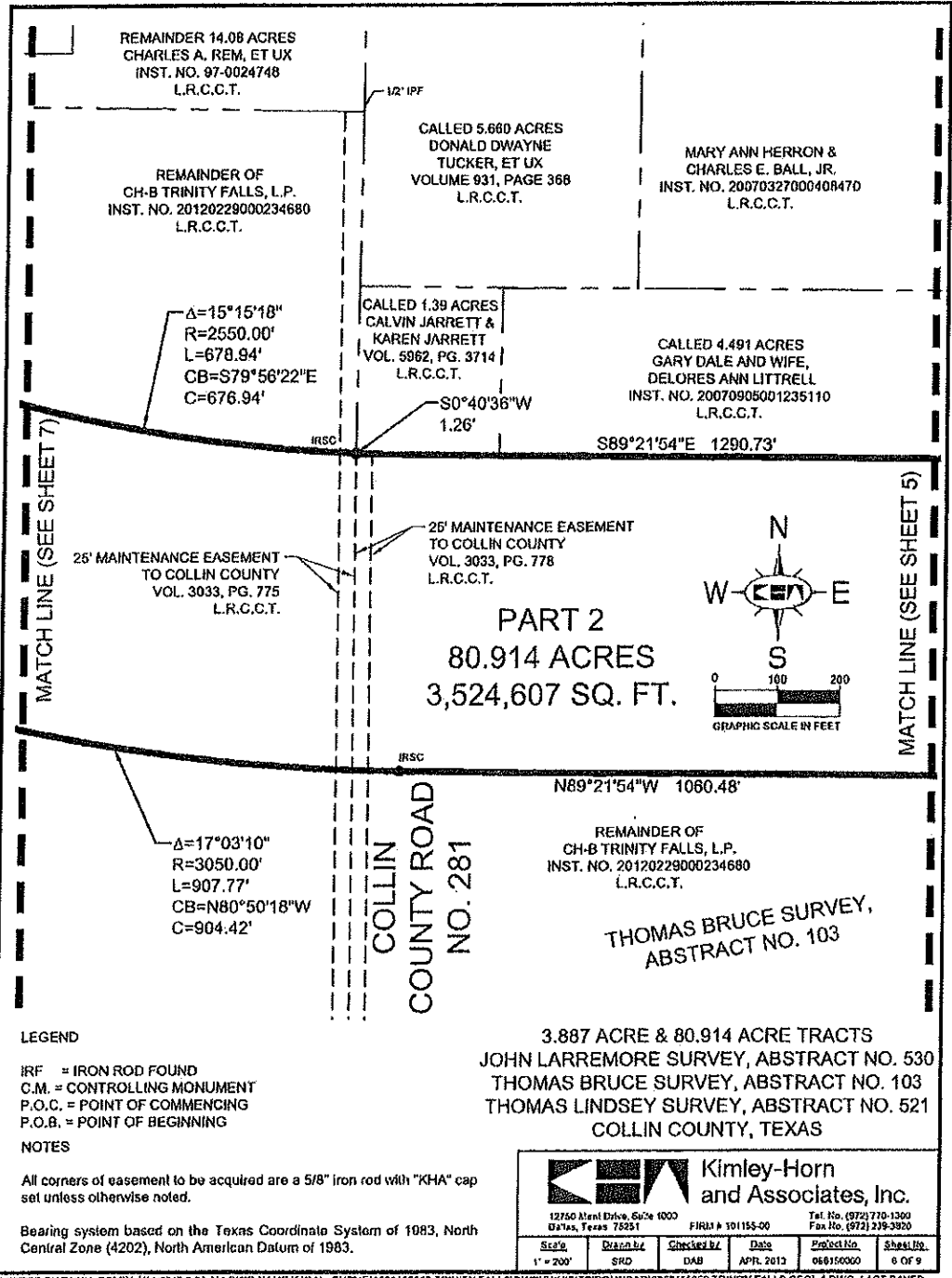
All corners of easement to be acquired are a 5/8" iron rod with "K44" cap set unless otherwise noted.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

LEGEND

IRF = IRON ROD FOUND
C.M. = CONTROLLING MONUMENT
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING





LEGEND

- IRF = IRON ROD FOUND
- C.M. = CONTROLLING MONUMENT
- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING

NOTES

All corners of easement to be acquired are a 5/8" iron rod with "KHA" cap set unless otherwise noted.

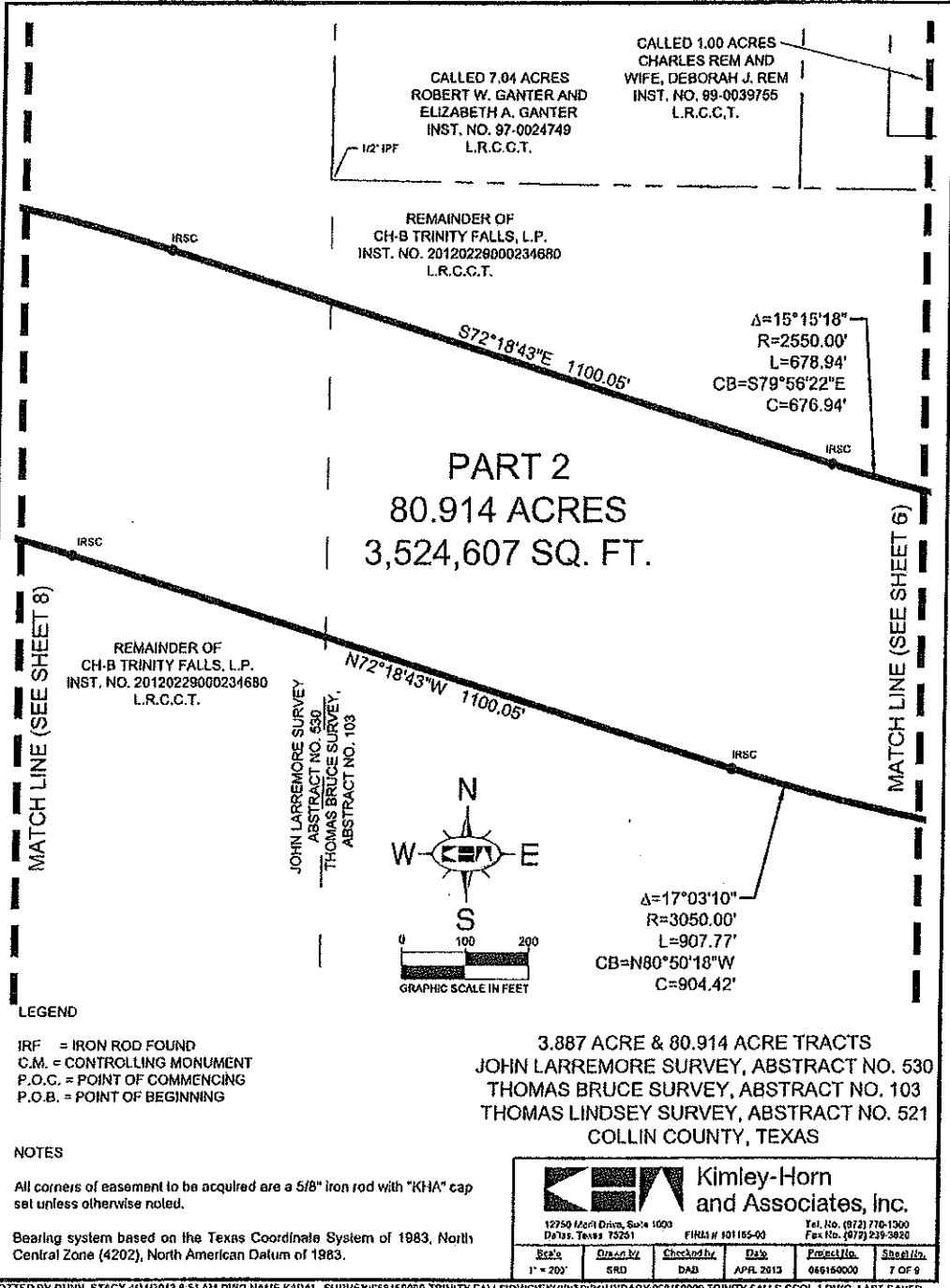
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

3.887 ACRE & 80.914 ACRE TRACTS
 JOHN LARREMORE SURVEY, ABSTRACT NO. 530
 THOMAS BRUCE SURVEY, ABSTRACT NO. 103
 THOMAS LINDSEY SURVEY, ABSTRACT NO. 521
 COLLIN COUNTY, TEXAS

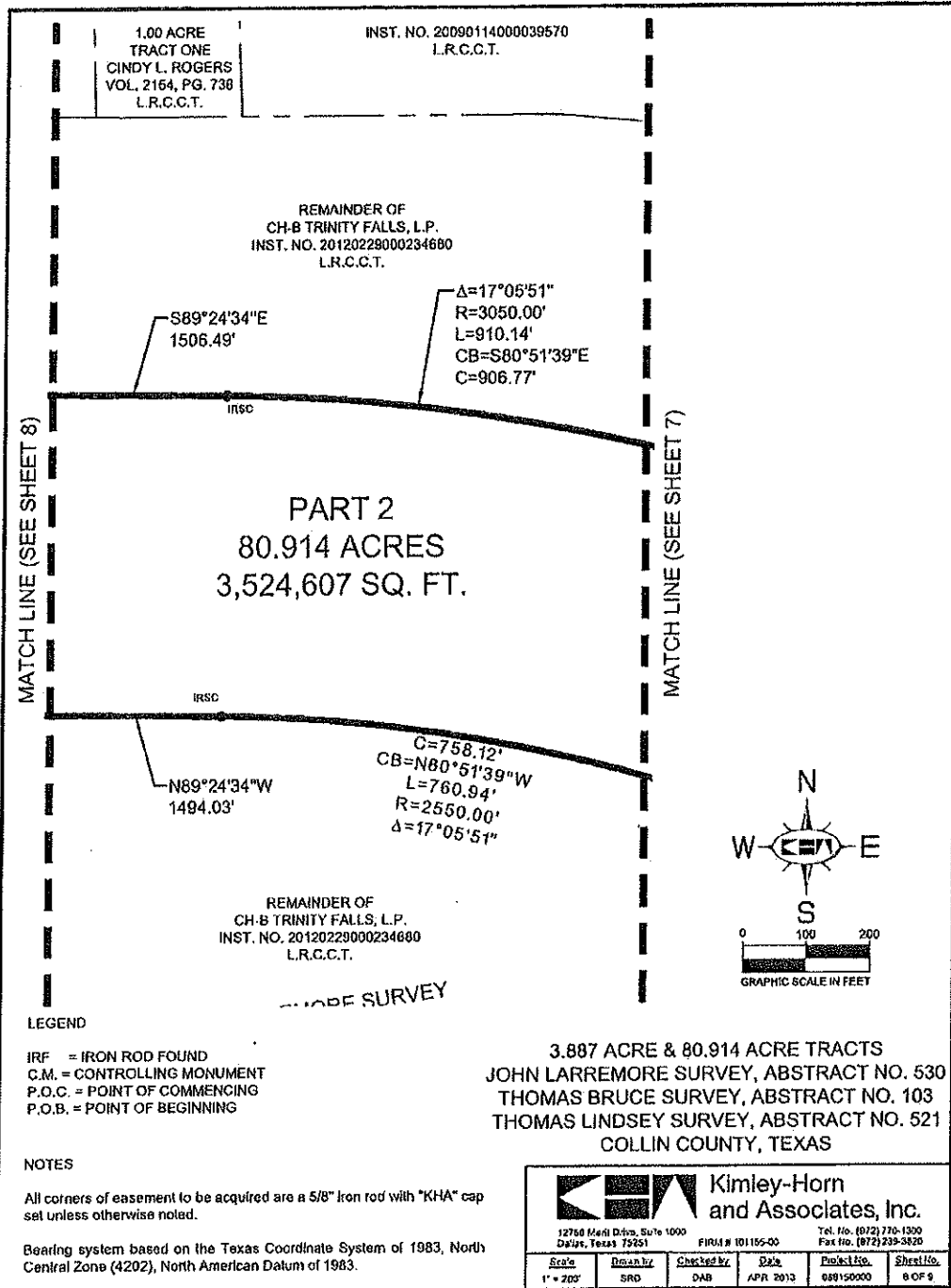
Kimley-Horn and Associates, Inc.
 12750 Brent Drive, Suite 1000 Dallas, Texas 75251 FIRM # 101155-00 Tel. No. (972) 770-1300 Fax No. (972) 219-3920

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 200'	SRD	DAB	APR. 2012	060150000	8 OF 9

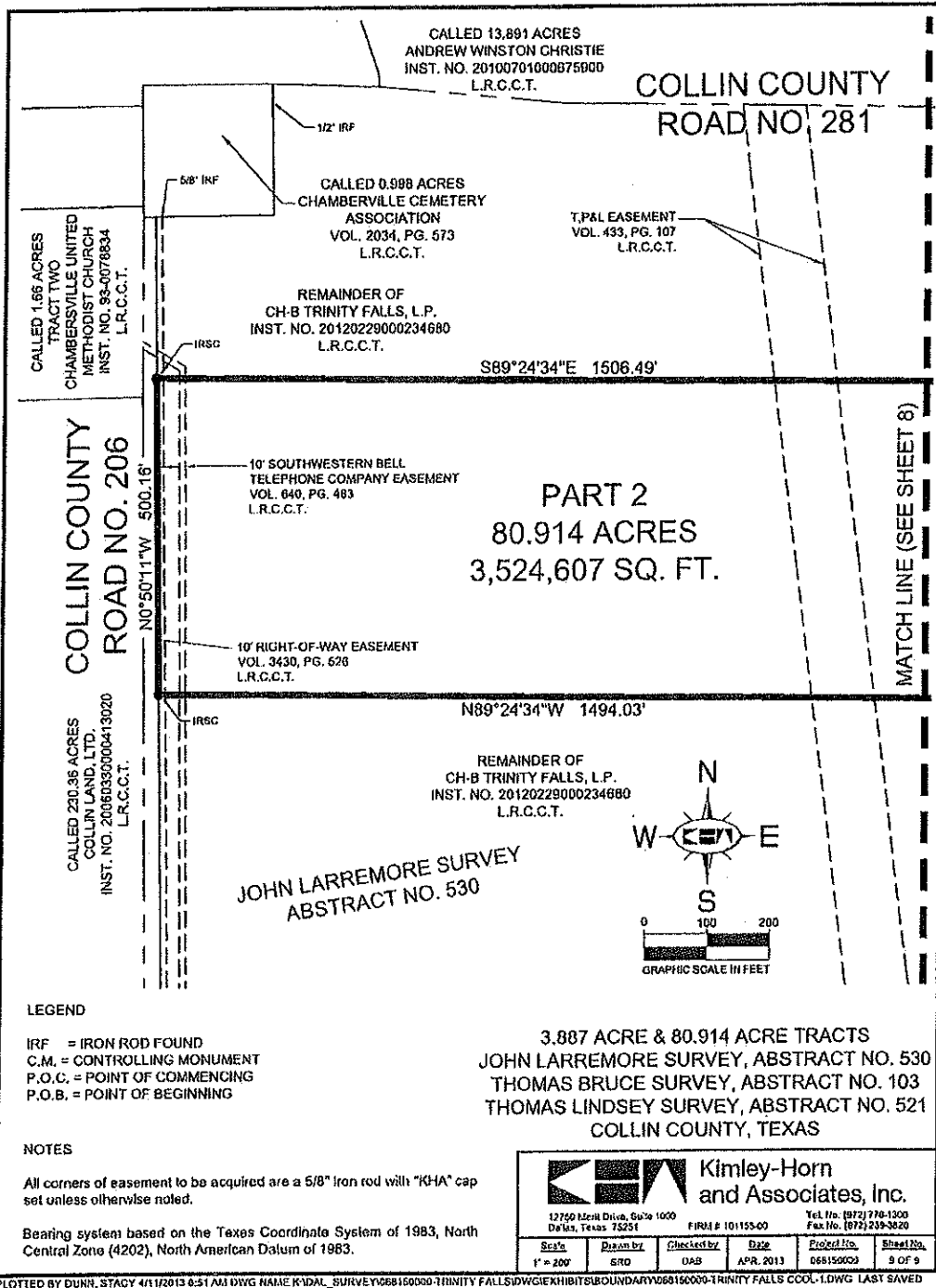
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LEGEND

IRF = IRON ROD FOUND
 C.M. = CONTROLLING MONUMENT
 P.O.C. = POINT OF COMMENCING
 P.O.B. = POINT OF BEGINNING

NOTES

All corners of easement to be acquired are a 5/8" iron rod with "KHA" cap set unless otherwise noted.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

3.887 ACRE & 80.914 ACRE TRACTS
 JOHN LARREMORE SURVEY, ABSTRACT NO. 530
 THOMAS BRUCE SURVEY, ABSTRACT NO. 103
 THOMAS LINDSEY SURVEY, ABSTRACT NO. 521
 COLLIN COUNTY, TEXAS

		Kimley-Horn and Associates, Inc.			
		12750 Elzer Drive, Suite 1000 Dallas, Texas 75251 FIRM # 101155-00 Tel. No. (972) 770-1300 Fax No. (972) 239-3820			
Scale 1" = 200'	Drawn by SRD	Checked by DAB	Date APR, 2013	Project No. 068150009	Sheet No. 8 OF 9

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EXHIBIT B

Permitted Exceptions

1. Easement granted by Denny Holman to the County of Collin, filed 04/20/1999, recorded in Volume 4398, Page 2816, Real Property Records, Collin County, Texas. (Affects Tract 1).
2. Easement granted by M. M. Chambers to Texas Power & Light Company, filed 5/15/1917, recorded in Volume 207, Page 692, Real Property Records, Collin County, Texas. (Affects Tract 2)
3. Easement granted by O. C. Harris to Texas Power & Light Company, filed 07/05/1951, recorded in Volume 433, Page 107, Real Property Records, Collin County, Texas. (Affects Tract 2).
4. Easement granted by B. B. Owen to Southwestern Bell Telephone Company, filed 09/16/1964, recorded in Volume 640, Page 483, Real Property Records, Collin County, Texas. (Affects Tract 2).
5. Easement granted by B. B. Owen Estate to the County of Collin, filed 04/10/1989, recorded in Volume 3033, Page 775, Real Property Records, Collin County, Texas. (Affects Tract 2).
6. Easement granted by B. B. Owen Estate to the County of Collin, filed 04/10/1989, recorded in Volume 3033, Page 778, Real Property Records, Collin County, Texas. (Affects Tract 2).
7. Easement granted by B. B. Owen Estate to the County of Collin, filed 02/06/1991, recorded in Volume 3438, Page 526, Real Property Records, Collin County, Texas. (Affects Tract 2).
8. Terms, provisions, conditions, and assessments contained in Trinity Falls School Site Agreement, filed 06/06/2008, recorded in cc# 20080606000686400, Real Property Records, Collin County, Texas. (Affects Tract 1 and 2).
9. Terms, provisions, and conditions of 2012 Development Agreement by and between CH-B Trinity Falls, LP and the City of McKinney filed 01/16/2013, recorded in cc# 20130116000067920, Real Property Records, Collin County, Texas. (Affects Tracts 1 and 2).
10. Terms, provisions, and conditions of 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 2 filed 03/26/2013, recorded in cc# 20130326000400890, Real Property Records, Collin County, Texas. (Affects Tracts 1 and 2).

Exhibit M to First Amendment
Executed Escrow Instructions

EXHIBIT M

ESCROW AGREEMENT

This Escrow Agreement (this "Escrow Agreement") is entered into as of _____, 2012 (the "Effective Date"), by and among the **CITY OF MCKINNEY, TEXAS**, a home rule municipality ("City"), **CH-B TRINITY FALLS, LP**, a Texas limited partnership ("Owner") and _____ ("Escrow Agent").

RECITALS:

A. The City and Owner have entered into that certain 2012 Development Agreement dated effective December 4, 2012 (the "Agreement"), whereby Owner has agreed to convey to City approximately 85 acres of land located on Owner's property to be used as right-of-way for the Collin County Outer Loop (the "CCOL") to be constructed in the future by the City, Collin County or some other entity or governmental agency

C. Owner has prepared a metes and bounds description of the property to be conveyed to the City for the CCOL right-of-way (the "CCOL ROW") and has prepared a special warranty deed conveying the CCOL ROW to the City (the "CCOL Deed"), which CCOL Deed reserves a perpetual easement in favor of Owner and its successors and assigns to locate, construct, install, maintain, replace and repair water, sanitary sewer and drainage facilities over, under and across the CCOL ROW as necessary to serve development of Owner's property. Owner additionally has obtained a title commitment for the CCOL ROW and has delivered to the City such title commitment, together with all exception documents related thereto.

D. The City has reviewed the CCOL ROW, the CCOL Deed, the title commitment and exception documents and has approved the same as to form and substance.

E. Owner, City and Escrow Agent intend to enter into this Escrow Agreement to enable the delivery of the CCOL Deed by Owner into escrow to be held by Escrow Agent and delivered to the City or Owner, as the case may be, according to the terms hereof, all in satisfaction of Owner's obligations relating to the CCOL ROW under the Development Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Appointment of Escrow Agent.** City and Owner hereby appoint the Escrow Agent as the escrow agent under this Escrow Agreement, and the Escrow Agent hereby accepts such appointment.

2. **Escrow of CCOL Deed.** The parties confirm and acknowledge that contemporaneously with the execution of this Escrow Agreement the CCOL Deed has been delivered by Owner to Escrow Agent to be held by Escrow Agent and delivered pursuant to the terms and conditions contained in this Escrow Agreement.

3. **Delivery of CCOL Deed By Escrow Agent.** Escrow Agent shall deliver the CCOL Deed to the City no earlier than 30 days after the entity that is ultimately responsible for the CCOL (the "CCOL Agency") certifies in writing to Owner, the City, and the Escrow Agent that the CCOL Agency: (a) has approved and immediately available funds to pay for the construction of the CCOL or portion thereof that includes the CCOL ROW, including an intersection of the CCOL with future Hardin Boulevard; (b) has opened bids and awarded the contract for such construction; and (c) is prepared to give the selected contractor a "Notice to Proceed" subject only to the availability of the CCOL ROW (the foregoing a, b and c are referred to herein as the "Conditions Precedent"). At any time prior to the receipt of certification from the CCOL Agency that the Conditions Precedent have been met, the Escrow Agent shall deliver the CCOL Deed to Owner: (a) immediately upon receipt of the written instruction by the City to deliver the CCOL Deed to Owner; (b) no earlier than 30 days after the receipt of written certification from Owner, with evidence of delivery of such certification to the City and the CCOL Agency, that one or more of the following has occurred: (i) construction of permanent improvements (including, but not limited to, infrastructure) has commenced on property in the vicinity of the CCOL ROW that effectively prevent use of the CCOL ROW as part of the CCOL; (ii) the CCOL Agency has awarded a contract for the construction of the CCOL based on an alignment that differs materially from the CCOL ROW or that does not include an intersection of the CCOL with future Hardin Boulevard; (iii) the CCOL has been abandoned by order of the CCOL Agency; or (iv) the Conditions Precedent have not been satisfied within 40 years after the Effective Date of this Escrow Agreement.

4. **Termination of Escrow Agreement.** This Escrow Agreement shall terminate upon the delivery by Escrow Agent of the CCOL Deed to either the City or Owner, as the case may be.

5. **Agreements Regarding Escrow Agent.** Notwithstanding any provision in this Escrow Agreement to the contrary:

a. **Escrow Agent Not a Party.** Escrow Agent, in its capacity as "Escrow Agent", hereunder, is not a party to, or bound by any terms or conditions of the Development Agreement or any other agreement between the City and Owner.

b. **Escrow Agent Depository Only.** Under this Escrow Agreement the Escrow Agent is a depository only and after exercise of reasonable care in the performance of its duties hereunder, is not responsible or liable in any manner for the sufficiency, correctness, genuineness, or validity of the CCOL Deed deposited with it hereunder or the identity, authority, or rights of any person executing or depositing the same.

c. **Notice of Default.** The Escrow Agent shall not be bound to take notice of any default of any party hereunder and shall not be required to take any action involving any expense or liability with respect to such default, unless written notice of such default is given to an officer of the Escrow Agent and the Escrow Agent is indemnified in a manner satisfactory to it against any such expense or liability.

d. Notices. The Escrow Agent shall be protected in acting under this Escrow Agreement upon any notice, request, waiver, consent, receipt, or other paper or document reasonably believed by the Escrow Agent to be genuine and to be signed by the proper party or parties.

e. Liability of the Escrow Agent. In performance of its duties under this Escrow Agreement, the Escrow Agent shall follow the instructions set forth herein and shall not be liable for any error or judgment or for any act taken or omitted by it in good faith or for any mistake of fact or law, except for its own gross negligence or willful misconduct.

f. Counsel to Escrow Agent. The Escrow Agent may consult with legal counsel in the event of any dispute or question as to the construction of this Escrow Agreement or the Escrow Agent's duties. The Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.

g. Disagreement Among Parties. In the event of any disagreement among the parties to this Escrow Agreement, or any other party, which results in adverse claims and demands being made in connection with the instructions in this Escrow Agreement or the delivery by the Escrow Agent of the CCOL Deed, the Escrow Agent may refuse to comply with any such claim or demand so long as such disagreement shall continue. In such event, the Escrow Agent shall not be liable for damages to such parties for its failure or refusal to comply with such conflicting or adverse demands or instructions. The Escrow Agent shall be entitled to continue to refuse to act until:

(i) The rights of the adverse claimants have been finally adjudicated in a court having jurisdiction over the parties, or

(ii) The disagreement shall have been resolved by written agreement of the parties and the Escrow Agent shall have been notified in writing thereof.

In the event of such disagreement, the Escrow Agent may file a suit in interpleader for the purpose of having the respective rights of the claimants adjudicated and deposit with a court in Collin County, Texas all documents and property held hereunder.

h. Costs and Expenses. In the event that (i) the Escrow Agent is requested to and performs any service not provided for herein, (ii) there is any valid assignment or attachment of any interest in the subject matter of this escrow, (iii) any controversy arises hereunder, or (iv) the Escrow Agent is made a party to, or intervenes in, any litigation pertaining to this escrow or the subject matter thereof, the Escrow Agent shall be reasonably compensated therefor and reimbursed for all reasonable costs and expenses occasioned thereby. The City and Owner hereby agree to pay the same and, to the extent it legally may, indemnify the Escrow Agent against any loss, liability or expense incurred by it hereunder.

i. **Resignation of Escrow Agent.** The Escrow Agent may at any time resign from its duties as Escrow Agent hereunder by giving thirty (30) days' written notice to the parties. Such resignation shall only take effect upon the appointment of a successor Escrow Agent by the parties hereto. If no such appointment is made, the Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent.

6. **Governing Law.** This Escrow Agreement shall be construed under and in accordance with the laws of the State of Texas, and it shall be performed in Collin County, Texas.

7. **Notice.** All notices required or contemplated by this Escrow Agreement (or otherwise given in connection with this Escrow Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the party giving the Notice, and shall be effective as follows: (i) on or after the tenth (10th) business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (ii) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (iii) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the City: **City of McKinney, Texas**
Attn: City Manager
222 N. Tennessee
McKinney, Texas 75069
E-Mail: jgray@mckinneytexas.org
FAX: 972.547.2607

Copy to: Attn: City Attorney
Mark Houser
Brown & Hofmeister
740 E. Campbell Road, Suite 800
Richardson, Texas 75081
E-Mail: mhouser@bhlaw.net
FAX: 214.747.6111

To Owner: **CH-B Trinity Falls, LP**
Attn: Leisha Ehlert
1111 West 11th Street
Austin, Texas 78703
E-Mail: le@castlehillco.com
FAX: 512-381.6131

Copy to: Vinson & Elkins
Attn: Randy Jurgensmeyer
2001 Ross Avenue, Suite 3700
Dallas, TX 75201
E-Mail: rjurgensmeyer@velaw.com
Fax: 214.999.7790

8. **Binding Effect**. This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

9. **No Third-Party Beneficiaries**. There are no third party beneficiaries under this Escrow Agreement.

10. **Severability**. If any provision contained is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Escrow Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and in its place shall be substituted a provision as similar as possible so as to be valid, legal, and enforceable.

11. **Multiple Counterparts**. This Escrow Agreement may be executed in multiple counterparts which, when taken together, are tended to constitute one agreement enforceable against all parties.

12. **Time**. Time is of the essence with respect to this Escrow Agreement.

13. **Definitions**. All capitalized terms contained and not specifically defined in this Escrow Agreement shall have the meaning given the same in the Development Agreement.

EXECUTED as of and effective the Effective Date.

CITY:

THE CITY OF MCKINNEY, TEXAS, a Texas
home rule municipality

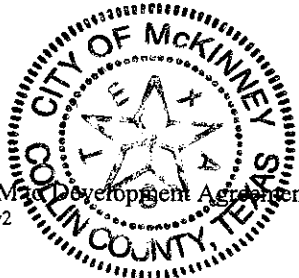
By: 
Jason Gray, City Manager

By Rob Daake, Deputy City Manager
and authorized signatory

Attest:


Sandy Hart, City Secretary

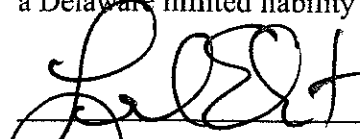
Exhibit M to Development Agreement
#617606-v2



OWNER:

CH-B Trinity Falls, LP,
a Texas limited partnership

By: CH-B Trinity Falls GP, LLC,
its general partner,
a Delaware limited liability company

By: 
Leisha Ehlert, Vice President

ESCROW AGENT:

Name: _____

By: _____

Printed Name: _____

Title: _____

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
02/27/2014 01:21:36 PM
\$138.00 DFOSTER
20140227000184320



