

AFTER RECORDING, RETURN TO:

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

**City of McKinney, Texas
FACILITIES AGREEMENT**

(Defer Dedication of Future Right-of-Way; Blanket Surface Easement)

***Trinity McKinney Addition
Lots 1 & 2, Block A***

THIS AGREEMENT, entered into effective the _____ day of _____, 2024, by and between **CITY OF MCKINNEY**, a Texas municipal corporation and home-rule city ("CITY"), and **TRINITY MCKINNEY LP**, a Texas limited partnership, whose address is 10210 North Central Expressway, Suite 300, Dallas, Texas 75231, ("LANDOWNER") witnesseth that:

WHEREAS, Article 3 of the Unified Development Code of the City of McKinney, Texas, contained in Chapter 150 of the City's Code of Ordinances (the "Subdivision Regulations") establishes procedures and standards for the development and subdivision of real estate and for the surveying and platting thereof, requiring the installation of adequate public facilities to serve the subject property and providing penalties for violations, among other things; and

WHEREAS, Section 301C of the Subdivision Regulations extends the application of the Subdivision Regulations to all of the area outside of the corporate limits of the CITY, but within the extra-territorial jurisdiction of the CITY ("ETJ"); and

WHEREAS, Section 302B(1)(c) of the Subdivision Regulations requires the execution of a Facilities Agreement prior to the issuance of a Development Permit for the clearing, grading, filling, dredging, or construction of public streets, utilities, or drainage, or other improvements which may affect adjacent or surrounding properties in certain circumstances described in Section 302A of the Subdivision Regulations, as amended; and

WHEREAS, the development of the subdivision to be known as ***Trinity McKinney Addition, Lots 1 & 2, Block A***, situated in the ETJ of the City of McKinney, involves certain future considerations and/or other nonstandard development regulations that trigger the requirement for a Facilities Agreement by and between the CITY and the LANDOWNER in accordance with Section 302A of the Subdivision Regulations, as amended; and

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

WHEREAS, Weston Road (Farm to Market Road 543) is classified as a six-lane Major Arterial roadway on the City's Master Thoroughfare Plan, with a minimum required right-of-way of 124 feet, a future extension of which is preliminarily depicted as crossing a portion of the Property, as hereinafter defined; and

WHEREAS, the final location of the future Weston Road extension will not be determined until the City completes the design work for said extension (the "Roadway Design Project"), and no timeline has been set to complete such work; and

WHEREAS, CITY and LANDOWNER desire to enter into a Facilities Agreement through a Development Agreement authorized by Section 212.172 of the Texas Local Government Code that requires LANDOWNER to defer dedication of the 124-foot right-of-way and all necessary easements for the future construction of Weston Road and grant to the CITY a blanket surface easement over Lots 1 and 2, Block A of the Property as depicted in that Final Plat attached as Exhibit B, hereto, that prevents the installation of any improvements (other than those indicated in this agreement) over such area that interfere with the future construction of Weston Road until that time in which the City completes the Roadway Design Project so as to allow LANDOWNER to record the Final Plat of the subdivision in the ETJ, to be known as **Trinity McKinney Addition, Lots 1 & 2, Block A** (the "Plat").

NOW THEREFORE, in consideration of the intent and desire of the LANDOWNER, as set forth herein, and to gain approval of the CITY to record said Plat, the LANDOWNER and CITY agree as follows:

A. PROPERTY

This Agreement is for Property located in the ETJ of the City of McKinney, that is situated on the east side of Trinity Falls Parkway, in an area generally located southeast of the intersection of said Trinity Falls Parkway and the current terminus of Weston Road (Farm to Market Road 543), containing approximately 68.825 acres of land, more fully described in Exhibit A attached hereto and fully incorporated herein by reference (the "Property").

B. DEFERRAL OF RIGHT-OF-WAY DEDICATION

Upon City's completion of the Roadway Design Project, the CITY shall provide the right-of-way alignment and easement dedication language as well as the metes &

bounds descriptions for each with said written notice outlined in this section. LANDOWNER shall have thirty (30) days to verify such information and to review alongside its engineering and legal consultants. Upon completion of such review, LANDOWNER hereby agrees to dedicate the following easements and rights-of-way at no cost to CITY, in accordance with the CITY's Subdivision Regulations and as approved by the CITY Engineer.

1. THOROUGHFARES

LANDOWNER shall dedicate, at no cost to CITY, a minimum one hundred twenty-four-foot (124') right-of-way, and all necessary easements thereto, for the construction of Weston Road (Farm to Market Road 543) over, across and through the Property but limited to that area identified within the blanket surface easement depicted on the Final Plat attached hereto as Exhibit B, at that location outlined and finalized in the to-be-completed Roadway Design Project.

All other public improvements required by the Subdivision Regulations for the development of the Property shall be dedicated and or/constructed in accordance with all applicable local, state, and federal guidelines.

C. BLANKET SURFACE EASEMENT

LANDOWNER, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys to CITY a non-exclusive Blanket Surface Easement ("Easement") and right to construct, reconstruct and perpetually maintain roadway facilities and all necessary appurtenances thereto (the "Facilities") for the future construction of Weston Road (Farm to Market Road 543), in, on, over and across that portion of the Property described below:

BEING approximately 40.445 acres of land identified as "Blanket Surface Easement" on the Final Plat for the Trinity McKinney Addition, Lots 1 & 2, Block A, situated in the M. Hart Survey, Abstract 371, City of McKinney, Collin County, Texas, and as depicted in Exhibit B and made a part hereof (the "Easement Area").

1. Character and Purpose of Easement. The purpose of the Easement is to accommodate a future roadway that is to be constructed across the Easement Area. The CITY, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the Easement Area as is reasonably necessary to and for the limited purpose of accessing the Easement Area for the future construction of a roadway. Improvements approved by CITY and as outlined in Section C.5 may be placed on the

Easement Area which are compatible with the use of the easement and Facilities

2. Encumbrances. There are no liens, attachments, or other encumbrances which will affect the title or right of LANDOWNER to convey this easement to the CITY for the purposes described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the easement granted herein.
3. Maintenance of Easement. Except at such times in which CITY is working in or accessing the Easement Area, LANDOWNER shall otherwise be responsible for the maintenance of the Easement Area, keeping said area in a state of good repair and efficiency.
4. Duration of Easement. The Easement, rights and privileges, herein granted shall continue on until that date in which LANDOWNER performs the necessary dedication contemplated in Paragraph B of this Agreement. Upon acceptance by CITY of said dedication, the CITY will execute a release of easement to LANDOWNER, its heirs, successors, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.
5. LANDOWNER Improvements within the Easement Area. CITY acknowledges that certain improvements needed for the development of Lots 1 and 2 shall be located in the Easement Area. Said improvements include a sewer main to service Lots 1 and 2; flood mitigation ponds; drainage improvements; borrow source ponds; trails and access roads for maintenance of said facilities. Said improvements are depicted in Exhibit C. CITY acknowledges that the LANDOWNER may construct, repair and maintain said facilities within the Easement Area. It is acknowledged that said improvements shall not interfere with the future Roadway Design Project.

D. CITY DEVELOPMENT ORDINANCES

If LANDOWNER decides to develop the Property, LANDOWNER shall develop the Property in accordance with the standards as set forth in City of McKinney subdivision and land development ordinances that are applicable in the ETJ or pursuant to this Agreement., including but not limited to provisions as to drainage, erosion control, pro rata payments, storm water, tree preservation, park land dedication, hike and bike trails, impact fees, Street Design Standards, Public Improvements Policy and construction standards except as herein specifically agreed to the contrary.

E. NO WAIVER

LANDOWNER expressly acknowledges that by entering into this Agreement, LANDOWNER, its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any Exhibits as waiving any of the requirements of the Subdivision Regulations or any other ordinance of the CITY that is applicable to the ETJ except as herein specifically agreed.

F. INTENTIONALLY OMITTED

G. INDEMNITY AND HOLD HARMLESS AGREEMENT

LANDOWNER, their successors, assigns, vendors, grantees, and/or trustees do hereby agree to fully indemnify, protect and hold CITY harmless from all third-party claims, suits, judgments, and demands, including its reasonable attorney's fees, arising out of the sole or concurrent negligence of LANDOWNER, and only to the extent or percentage attributable to LANDOWNER, in the subdividing, development, or construction of public improvements, including the negligent maintenance thereof. LANDOWNER shall not be responsible for or be required to indemnify CITY to the extent of CITY'S own negligence. The indemnity contained in this Paragraph shall expire five (5) years from the date of termination of this Agreement.

H. WITHHOLDING APPROVALS AND PERMITS

In the event LANDOWNER fails to comply with any of the provisions of this Agreement and fails to cure such failure within thirty (30) days of receipt of notice from the City regarding the same, CITY shall be authorized to withhold any plat approvals and/or requests for permits associated with any development on the Property that conflicts with the provisions of Paragraph B of this Agreement or which requires compliance to Paragraph D of this Agreement.

I. ROUGH PROPORTIONALITY AND WAIVER OF CLAIMS.

Except for the blanket easement and future dedication of right-of-way to be granted to CITY as provided herein, CITY hereby agrees and represents that LANDOWNER will not be required to design, construct, finance, fund, or otherwise contribute to the costs of land acquisition, design, permitting, or construction of the roadway to be constructed in or on the Easement area. In exchange, LANDOWNER has been represented by legal counsel in the negotiation of this Agreement and been advised, or has had the opportunity to have legal counsel review this Agreement and advise LANDOWNER, regarding LANDOWNER'S rights under Texas and federal law. LANDOWNER hereby waives any requirement that the CITY retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the CITY as a condition of approval for the development of this Property are

roughly proportional or roughly proportionate to the proposed development's anticipated impact. (These exactions may include but are not limited to the making of dedications or reservations of land, the payment of fees, the construction of facilities, and the payment of construction costs for public facilities.) LANDOWNER specifically reserves their right to appeal the apportionment of municipal infrastructure costs in accordance with Tex. Loc. Gov't Code § 212.904. **However, notwithstanding the foregoing, LANDOWNER hereby releases the City from any and all liability under Tex. Loc. Gov't Code § 212.904 regarding or related to the cost of any municipal infrastructure improvements required for the development of the Property.**

CITY and LANDOWNER agree that the provision for the dedication of lands contemplated herein constitutes a proportional allocation of LANDOWNER'S responsibility for roadway and utility improvements for the Property. LANDOWNER hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Tex. Loc. Gov't. Code. LANDOWNER further releases CITY from any and all claims based on excessive or illegal exactions; it being agreed that LANDOWNER'S infrastructure contribution(s) (after receiving all contractual offsets, credits and reimbursements as well as the conditional deferrals and conditional variances granted herein) is roughly proportional or roughly proportionate to the demand that is placed on the roadway and utility systems by LANDOWNER'S Property. LANDOWNER further acknowledges that the benefits of platting have been accepted with full knowledge of potential claims and causes of action which may be raised now, and in the future, and LANDOWNER acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. **LANDOWNER shall indemnify and hold harmless CITY from any claims and suits of third parties, including but not limited to LANDOWNER'S successors, assigns, grantees, vendors, trustees or representatives, brought pursuant to this Agreement or the claims or types of claims described in this paragraph.**

J. CONTINUITY

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

K. ASSIGNABILITY

This Agreement shall not be assignable by LANDOWNER without the prior written consent of the CITY, and such consent shall not be unreasonably withheld, conditioned or delayed. However, upon written approval by CITY, LANDOWNER may assign this Agreement to any subsidiary or affiliate of LANDOWNER or to any person or entity that purchases the entire Property for development.

L. TERM, TERMINATION AND RELEASE

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

M. GENERAL PROVISIONS

1. LANDOWNER agrees that construction shall not begin on any proposed building improvements prior to City Council approval of this Agreement.
2. CITY acknowledges that the Agreement is null and void if City Council does not approve the Agreement.
3. LANDOWNER agrees that all coordination required with public and/or private utility agencies to eliminate conflicts with proposed street grades or underground improvements shall be the responsibility of LANDOWNER. .
4. CITY agrees to record said Plat at such time as the Plat complies with the requirements set forth by the Subdivision Regulations of CITY, and has been approved in the manner described therein.

N. CONFLICT OF INTEREST

1. LANDOWNER covenants and agrees that LANDOWNER and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by LANDOWNER pursuant to this Contract will be conducted by employees, associates or subcontractors of LANDOWNER.
2. In addition, to the extent that this Contract (a) must be approved by the CITY's governing body before it may be signed or (b) has a value of \$1,000,000, or more, LANDOWNER shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time LANDOWNER submits this signed Contract to CITY, and as follows:

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

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

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

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

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

O. ANTI-BOYCOTTING AND ANTI-DISCRIMINATION

- A. No Boycotting Israel. In accordance with Chapter 2271, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

Chapter 2271 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). **Unless the company is not subject to Chapter 2271 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this contract.**

- B. No Boycotting Energy Companies. In accordance with Chapter 2276, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (a) does not boycott energy companies; and
- (b) will not boycott energy companies during the term of the contract.

Chapter 2276 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). **Unless the company is not subject to Chapter 2276 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Agreement that the company does not boycott energy companies and will not boycott energy companies during the term of this contract.**

- C. No Discrimination Against Firearm Entity or Firearm Trade Association. In accordance with Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). **Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Agreement that the company does not boycott energy companies and will not boycott any firearm entity or firearm trade association and will not boycott any firearm entity or firearm trade association during the term of this contract.** (Chapter 2274 also does not apply to a governmental entity that (a) contracts with a sole-source provider or (b) does not receive any bids from a company that is able to provide the required written verification.)

[Signature Page Follows]

CITY OF McKINNEY

By: _____

PAUL G. GRIMES
City Manager

Date Signed: _____

ATTEST:

EMPRESS DRANE
City Secretary
TENITRUS BETHEL
Deputy City Secretary

**TRINITY MCKINNEY LP,
a Texas limited partnership**

By and through its General Partner

_____,
a _____

By: _____

Name: _____

Title: _____

Date Signed: _____

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 _____, 2024.

Notary Public _____ County, Texas
My commission expires _____

THE STATE OF TEXAS,
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____,
20____, by _____, in his/her capacity as _____ of
_____, a _____, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me that
_____, is the General Partner of _____, a
_____, and that he/she executed the same on behalf of and as the
act of the Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 2024.

Notary Public _____ County, Texas
My commission expires ____

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

DESCRIPTION OF PROPERTY

OWNER CERTIFICATION
STATE OF TEXAS
COUNTY OF COLLIN

Whereas, Trinity McKinney LP, is the sole owner of a 68.825 acre tract of land situated in the Meredith Hart Survey, Abstract No. 371, located in Collin County, Texas, being all of a tract of land described in a deed to Trinity McKinney LP, recorded in Instrument Number 202300011460, Official Public Records, Collin County, Texas (OPRCCT), said 68.825 acre tract as determined from a survey by Desireé L. Hurst, RPLS 6230 on December 11, 2023 (ground distances are expressed in US survey feet using a project combined scale factor of 1.000152710) being more particularly described as follows:

BEGINNING at a metal corner fence post having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone (4202) Grid Coordinates of Northing 7150675.1 and Easting 2543762.7, at the southwest corner of said Trinity McKinney LP tract, at the northwest corner of a called 22.1472 acre tract of land described in the warranty deed with vendor's lien to Craig S. Clark, recorded in Volume 5621, Page 2440, OPRCCT, and in the east right-of-way line of Trinity Falls Parkway (Farm-to-Market No. 543), a variable width right-of-way, recorded in Instrument Numbers 20140217000146290 and 2018092000118400, OPRCCT:

THENCE North 00 degrees 46 minutes 30 seconds East (bearings are based on State Plane Coordinate System, Texas North Central Zone 4202), with the west line of said Trinity McKinney LP tract and with the east right-of-way line of said Trinity Falls Parkway, a distance of 517.65 feet to a found wood monument for an inner ell corner of the said Trinity McKinney LP tract;

THENCE South 89 degrees 54 minutes 35 seconds West, with the west line of the said Trinity McKinney LP tract and with the east right-of-way line of said Trinity Falls Parkway, a distance of 45.27 feet to a found 5/8" iron rod at the Southeast corner of a tract a 1.272 acre tract of land described in Judgment to Municipal Utility District No. 1 of Collin County recorded in Instrument Number 201302300145120 OPRCCT;

THENCE North 00 degrees 48 minutes 19 seconds East, with west line of the said Trinity McKinney LP tract, a distance of 85.32 feet to a found 1/2" iron rod;

THENCE North 00 degrees 26 minutes 58 seconds East, with the west line of the said Trinity McKinney LP tract, a distance of 239.91 feet to a found 5/8" iron rod with cap stamped "KHA" at the northwest corner of the said Trinity McKinney tract and the beginning of the common boundary line established by the Boundary Line Agreement between Steven A. Grogean and Brenda Grogean and Scott A. Bates and Jody D. Bates recorded in Instrument Number 2023000113435, OPRCCT;

THENCE North 89 degrees 51 minutes 19 seconds East, with the said Boundary Line Agreement (Instrument Number 2023000113435) and with the north line of said Trinity McKinney LP tract, a distance of 1289.70 feet to a found 5/8" iron rod with cap stamped "KHA";

THENCE North 00 degrees 05 minutes 20 seconds West, with the said Boundary Line Agreement (Instrument Number 2023000113435), a distance of 11.63 feet to a found 5/8" iron rod with cap stamped "KHA" at the terminus of the said Boundary Line Agreement (Instrument Number 2023000113435), at the beginning of a Boundary Line Agreement between Steven A. Grogean and Brenda Grogean and Jacob Glenn Schumann and Johnnye Renee Ruder as recorded in Instrument Number 2023000113436, OPRCCT;

THENCE South 89 degrees 30 minutes 37 seconds East, with the said Boundary Line Agreement (Instrument Number 2023000113436) and with the north line of said Trinity McKinney LP tract, a distance of 1104.07 feet to found 5/8" iron rod with cap stamped "KHA";

THENCE South 89 degrees 44 minutes 44 seconds East, continuing with said Boundary Line Agreement (Instrument Number 2023000113436) and with the north line of the said Trinity McKinney LP tract, a distance of 694.50 feet to a found 5/8" iron rod with cap stamped "KHA";

THENCE North 89 degrees 10 minutes 19 seconds East, continuing with said Boundary Line Agreement (Instrument Number 2023000113436) and with the north line of the said Trinity McKinney LP tract, at a passing distance of 581.39 feet a found 5/8" iron rod with cap stamped "KHA" and continuing for a total distance of 631.33 feet to the terminus of the said Boundary Line Agreement (Instrument Number 2023000113436) to a point in the center of East Fork Trinity River;

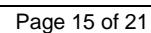
THENCE along the easterly line of said Trinity McKinney LP tract and with the center of said East Fork of the Trinity River, the following thirteen (13) courses and distances:

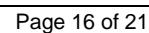
1. South 24 degrees 32 minutes 31 seconds West, 87.73 feet to a point for corner;
2. South 16 degrees 15 minutes 17 seconds East, 137.88 feet to a point for corner;
3. South 45 degrees 35 minutes 31 seconds East, 99.47 feet to a point for corner;
4. South 3 degrees 17 minutes 41 seconds East, 57.69 feet to a point for corner;
5. South 34 degrees 27 minutes 30 seconds West, 71.00 feet to a point for corner;
6. South 66 degrees 49 minutes 30 seconds West, 138.10 feet to a point for corner;
7. South 57 degrees 23 minutes 30 seconds West, 129.80 feet to a point for corner;
8. South 72 degrees 08 minutes 30 seconds West, 140.50 feet to a point for corner;
9. South 79 degrees 49 minutes 30 seconds West, 173.00 feet to a point for corner;
10. South 62 degrees 25 minutes 30 seconds West, 84.10 feet to a point for corner;
11. South 43 degrees 32 minutes 30 seconds West, 58.70 feet to a point for corner;
12. South 20 degrees 52 minutes 30 seconds West, 112.60 feet to a point for corner;

13. South 6 degrees 16 minutes 30 seconds East, 107.13 feet to a point for corner at the southeast corner of said Trinity McKinney tract, common to the northeast corner of a said 22.1472 acre tract;

THENCE North 89°20'37" West, departing the center of said East Fork of the Trinity River, with the southerly line of said Trinity McKinney tract and the north line of said 22.1472 acre tract, a distance of 3,037.13 feet to the POINT OF BEGINNING and containing 68.825 acres (2,998,031 square feet) of land, more or less.

FINAL PLAT





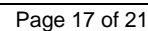


EXHIBIT C

DEPICTION OF ALLOWED IMPROVEMENTS

