

the remaining impact fee credits to be carried over and applied to the Phase 3 Property, as set forth in this Agreement; and

WHEREAS, **Ridge Road** is an arterial that will serve Developer's property to be known as **Highland Lakes, Phase 3**, which is located on the west side of future Ridge Road and on the south side of Farm to Market Road 1461 (Laud Howell Parkway) in the City of McKinney, Collin County, Texas (the "Phase 3 Property"); and

WHEREAS, Developer will construct certain roadway improvements on **Ridge Road** identified herein below; and

WHEREAS, City has identified **Ridge Road** on the City's roadway improvement plan, which is a part of the City's Roadway Impact Fee Ordinance; and

WHEREAS, City has agreed that Developer shall dedicate the necessary right-of-way of approximately one thousand nine hundred sixty-two linear foot (1,962') of **Ridge Road** (the "Phase 3 Roadway Dedication"); and

WHEREAS, City has agreed that Developer shall also construct two (2) lanes of an approximately two thousand five hundred thirteen linear foot (2,513') portion of **Ridge Road** (the "Phase 3 Roadway Improvements," and collectively with the "Phase 3 Roadway Dedication," the "Phase 3 Roadway Project"); and

WHEREAS, for the construction of the Phase 3 Roadway Project, Developer shall receive impact fee credits, which shall attach to the Phase 3 Property.

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. *Development Unit* is the expression of the magnitude of the transportation demand created by each land use planned within a particular development and is used to compute the number of service units consumed by each individual land use application.
4. *Notice* means any formal notice or communication required or permitted to be given by one Party to another by this Agreement.
5. *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.
6. *Parties* means the City and Developer.
7. *Phase 3 Effective Date* means the date on which City accepts the construction of the Phase 3 Roadway Improvements.
8. *Phase 3 Property* means Developer’s property known as **Highland Lakes, Phase 3**, a description of which is attached hereto as Exhibit A-1.
9. *Phase 3 Roadway Dedication* means the dedication of right-of-way of approximately one thousand nine hundred sixty-two linear feet (1,962’) of **Ridge Road**, located immediately east of the **Highland Lakes, Phase 3** subdivision, that is the subject of this Agreement.
10. *Phase 3 Roadway Improvements* means the 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, and all engineering, surveying, inspection and permit fees for the two (2) lanes of **Ridge Road**, approximately 2,513 linear feet in length, that is to be constructed immediately east of the **Highland Lakes, Phase 3** subdivision, that is the subject of this Agreement.
11. *Phase 3 Roadway Project* means the Phase 3 Roadway Dedication and the Phase 3 Roadway Improvements.
12. *Phase 5 Effective Date* means the date on which City accepts the construction of the Phase 5 Roadway Improvements.
13. *Phase 5 Property* means Developer’s property known as **Highland Lakes, Phase 5**, a description of which is attached hereto as Exhibit A-2.
14. *Phase 5 Roadway Dedication* means the dedication of right-of-way right of approximately one thousand thirty-seven linear feet (1,037’) of **Bloomdale**

Road and approximately one thousand five hundred fifteen linear feet (1,515') of **Stonebridge Drive**, located immediately south and west, respectively, of the **Highland Lakes, Phase 5** subdivision, that is the subject of this Agreement

15. *Phase 5 Roadway Improvements* means the 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, and all engineering, surveying, inspection and permit fees for the two (2) lanes of **Bloomdale Road**, approximately 1,944 linear feet in length, and two (2) lanes of **Stonebridge Drive**, approximately 2,370 linear feet in length, that is to be constructed immediately south and west, respectively, of the **Highland Lakes, Phase 5** subdivision, that is the subject of this Agreement.
16. *Phase 5 Roadway Project* means the Phase 5 Roadway Dedication and the Phase 5 Roadway Improvements.
17. *Property* shall mean Developer's *Phase 3 Property* and *Phase 5 Property*, collectively.
18. *Roadway Project* means the Phase 3 Roadway Project and the Phase 5 Roadway Project, depicted on the civil engineering plans for **Highland Lakes, Phase 3**, and **Highland Lakes, Phase 5**, attached hereto as Exhibits "B-1" and "B-2", respectively, and on file in the City of McKinney Engineering Department.

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 OF ROADWAY IMPROVEMENTS

A. Roadway Improvements

1. Developer shall dedicate and construct the Roadway Project depicted on the attached Exhibits B-1 and B-2. Developer shall dedicate and construct all portions of the Phase 3 Roadway Project and Phase 5 Roadway Project appurtenant to the Roadway Project.
2. At this time, the Phase 5 Roadway Project shown on Exhibit B-2 is included in the City's Roadway Improvement Plan ("RIP"). Therefore, Developer is eligible for the following impact fee credits under the Ordinance:
 - a. City agrees to grant Developer impact fee credits in conjunction with the acceptance of the Phase 5 Roadway Project, which shall consist of the following:
 - i. the dedication of right-of-way along the Phase 5 Property, at no cost to the City, consisting of approximately one thousand thirty-seven linear feet (1,037') of **Bloomdale Road** and approximately one thousand five hundred fifteen linear feet (1,515') of **Stonebridge Drive**; and
 - ii. the design, construction and dedication to the City, at no cost to City, of approximately one thousand nine hundred forty-four linear feet (1,944') of the two lanes of **Bloomdale Road** and approximately two thousand three hundred seventy linear feet (2,370') of the two lanes of **Stonebridge Drive**.
 - b. Due to the Phase 5 Roadway Project generating greater vehicle-miles of supply than necessary to serve the Phase 5 Property, the Parties have agreed that the roadway impact fee credits shall vest and attach as of the Phase 5 Effective Date to both the Phase 5 Property and the Phase 3 Property, as follows:
 - i. The impact fee credits which shall attach to the Phase 5 Property under this Agreement for the construction and dedication of the Phase 5 Roadway Project shall cover **270.00** development units (1069.20 vehicle-miles of demand).
 - ii. The impact fee credits which shall attach to the Phase 3 Property under this Agreement for the construction and

dedication of the Phase 5 Roadway Project shall cover **14.99** development units (59.37 vehicle-miles of demand).

3. At this time, the Phase 3 Roadway Project shown on Exhibit B-1 is also included in the City's Roadway Improvement Plan ("RIP"). Therefore, Developer is eligible for the following impact fee credits under the Ordinance:
 - a. City agrees to grant Developer impact fee credits in conjunction with the acceptance of the Phase 3 Roadway Project, which shall consist of the following:
 - i. The dedication of right-of-way along the Phase 3 Property, at no cost to the City, consisting of approximately one thousand nine hundred sixty-two linear feet (1,962') of **Ridge Road**; and
 - ii. The design, construction and dedication to the City, at no cost to City, of approximately two thousand five hundred sixteen linear feet (2,513') of the two lanes of **Ridge Road**.
 - c. The impact fee credits which shall attach as of the Phase 3 Effective Date to the Phase 3 Property under this Agreement for the construction of the Phase 3 Roadway Project shall cover **162.73** development units (644.42 vehicle-miles of demand).

ARTICLE III

IMPACT FEE CREDITS

A. Assignment and Expiration of Roadway Impact Fee Credits

The Impact Fee Credits granted under this agreement may only be assigned with the City's consent pursuant to Section 130-111(b)(2) of the Ordinance. The impact fee credits shall have no expiration; but in any event, the impact fee credits shall only be applied to the Property in accordance with this Agreement. Application of the impact fee credits to future developed lots and any reimbursement for unused impact fee credits shall be governed by the Ordinance.

B. Value of Roadway Improvements

Developer and City agree that the value of the Phase 3 Roadway Project and Phase 5 Roadway Project shall be expressed in Development Units.

C. Use of Impact Fee Credits

Impact fee credits shall be used as development occurs on the Property. Unless explicitly authorized by this Agreement, unused impact fee credits shall 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 then existing Roadway impact fees or receive credits for construction of additional roadway improvements under then existing ordinances.

D. Developer Responsibilities under Development Ordinances

Nothing herein shall relieve the Developer from its responsibilities for construction of 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 Agreement*

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*

For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

DEVELOPER:

TMPG Highland Lakes, LLC
Attn: Nathan Thompson
6735 Salt Cedar Way
Building 1, Suite 200
Frisco, Texas 75034

CITY OF MCKINNEY:

Office of the City Manager
401 E. Virginia Street
McKinney, Texas 75069

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. 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

This Agreement may be assigned one time by Developer to an entity controlled by or under common control with Developer without the consent of the City, but shall not otherwise be assignable by Developer without the prior written consent of the City.

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.

CITY OF MCKINNEY

By: _____
PAUL G. GRIMES
City Manager

ATTEST:

EMPRESS DRANE
City Secretary
TENITRUS PARCHMAN
Deputy City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

THE STATE OF TEXAS,
COUNTY OF COLLIN

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 2026.

Notary Public _____ County, Texas
My commission expires _____

DEVELOPER:

TMPG HIGHLAND LAKES, LLC,
a Delaware limited liability company

By: **TM HIGHLAND LAKES MEMBER, LLC,**
a Delaware limited liability company
Its Manager

By: _____
NATHAN THOMPSON
Vice President

Date Signed: _____

THE STATE OF TEXAS,
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2026,
by NATHAN THOMPSON, in his capacity as Vice President of **TM HIGHLAND LAKES
MEMBER, LLC**, a Delaware limited liability company, Manager of **TMPG HIGHLAND
LAKES, LLC**, a Delaware limited liability company, known to me to be the person who
name is subscribed to the foregoing instrument and that he executed the same on behalf
of and as the act of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF
_____, 2026.

Notary Public Dallas 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-1
Description of Phase 3 Property
(Containing Approximately 141.814 Acres of Land)

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 one-half inch iron rod with cap stamped "RPLS 4857" found in the north line of said 447.693 acre tract, being the northwest corner of a called 7.555 acre tract of land described in deed to McKinney Four Corners, L.P. recorded as Document No. 20100526000530880, Official Public Records, Collin County, Texas, being in the old south right-of-way line of F.M. Highway No. 1461 (90 foot wide R.O.W.), said point being the northeast corner of a called 1.333 acre tract of land described in deed to the State of Texas recorded as Document No. 2023-000115697, Official Public Records, Collin County, Texas;

THENCE, along the east line of said 1.333 acre tract and the west line of said 7.555 acre tract, South 02 degrees 08 minutes 04 seconds West, a distance of 25.58 feet to a five-eighths inch iron rod with pink cap stamped "TXDOT Right-of-Way Monument" found for corner in the new south right-of-way of F.M. Highway No. 1461 (70 feet from centerline), the **POINT OF BEGINNING**;

THENCE, along the westerly and southerly lines of said 7.555 acre tract as follows:

South 02 degrees 08 minutes 04 seconds West, a distance of 253.93 feet to a one-half inch iron rod with cap stamped "JBI" found;

South 87 degrees 50 minutes 55 seconds East, a distance of 467.15 feet to a one-half inch iron rod with cap stamped "JBI" found;

South 00 degrees 24 minutes 48 seconds East, a distance of 370.51 feet to a one-half inch iron rod with cap stamped "JBI" found;

North 89 degrees 31 minutes 19 seconds East, a distance of 320.35 feet to a one-half inch iron rod with cap stamped "JBI" found for the southeast corner of said 7.555 acre tract, being in the west line of a called 14.863 acre tract of land described in deed to McKinney Four Corners, L.P. recorded as Document No. 20100526000531010, Official Public Records, Collin County, Texas, the beginning of a non-tangent curve to the right;

THENCE, along said curve to the right through central angle of 12 degrees 07 minutes 36 seconds, having a radius of 1,000.00 feet, an arc length of 211.65 feet, a chord bearing of South 05 degrees 36 minutes 57 seconds West and a chord distance of 211.26 feet to a one-half inch iron rod with cap stamped "JBI" set;

THENCE, South 11 degrees 40 minutes 45 seconds West, a distance of 218.57 feet to a one-half inch iron rod with cap stamped “JBI” set, the beginning of a curve to the left;

THENCE, along said curve to the left through a central angle of 12 degrees 09 minutes 53 seconds, having a radius of 1,000.00 feet, an arc length of 212.31 feet, a chord bearing of South 05 degrees 35 minutes 48 seconds West and a chord distance of 211.91 feet to a one-half inch iron rod with cap stamped “JBI” set;

THENCE, South 00 degrees 29 minutes 08 seconds East, a distance of 475.82 feet to a one-half inch iron rod with cap stamped “JBI” set, the beginning of a curve to the right;

THENCE, along said curve to the right through a central angle of 11 degrees 01 minutes 07 seconds, having a radius of 1,000.00 feet, an arc length of 192.31 feet, a chord bearing of South 05 degrees 01 minutes 26 seconds West and a chord distance of 192.02 feet to a one-half inch iron rod with cap stamped “JBI” set;

THENCE, South 10 degrees 31 minutes 59 seconds West, a distance of 200.00 feet to a one-half inch iron rod with cap stamped “JBI” set, the beginning of a curve to the left;

THENCE, along said curve to the left through an angle of 20 degrees 00 minutes 00 seconds, having a radius of 1,000.00 feet, an arc length of 349.07 feet, a chord bearing of South 00 degrees 31 minutes 59 seconds West and a chord distance of 347.30 feet to a one-half inch iron rod with cap stamped “JBI” set, being the north line of Highland Lakes, Phase 1, an addition to the City of McKinney, Collin County, Texas, as recorded in Document No. 2023-493, Official Public Records of Collin County, Texas;

THENCE along the north line of said Highland Lakes, Phase 1, as follows:

South 80 degrees 31 minutes 59 seconds West, a distance of 73.00 feet to a one-half inch iron rod with cap stamped “JBI” set;

South 19 degrees 46 minutes 55 seconds West, a distance of 28.65 feet to a one-half inch iron rod with cap stamped “JBI” set;

South 80 degrees 31 minutes 59 seconds West, a distance of 120.41 feet to a one-half inch iron rod with cap stamped “JBI” set;

South 63 degrees 20 minutes 48 seconds West, a distance of 67.69 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 through a central angle of 45 degrees 20 minutes 21 seconds, having a radius of 470.00 feet, an arc length of 371.92 feet, a chord bearing of North 76 degrees 47 minutes 50 seconds West and a chord distance of 362.29 feet to one-half inch iron rod with cap stamped “JBI” set, the beginning of a curve to the left;

Along said curve turning to the left through an angle of 17 degrees 57 minutes 10 seconds, having a radius of 1030.00 feet, an arc length of 322.74 feet, a chord bearing of North 63 degrees 09 minutes 35 seconds West and a chord distance of 321.42 feet to a one-half inch iron rod with cap stamped "JBI" set;

THENCE, North 12 degrees 20 minutes 54 seconds East, a distance of 38.64 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the right;

THENCE, along said curve to the right through a central angle of 68 degrees 09 minutes 06 seconds, having a radius of 35.00 feet, an arc length of 41.63 feet, a chord bearing of North 46 degrees 25 minutes 27 seconds East and a chord distance of 39.22 feet to a one-half inch iron rod with cap stamped "JBI" set;

THENCE, North 80 degrees 30 minutes 00 seconds East, a distance of 104.88 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the left;

THENCE, along said curve to the left through a central angle of 84 degrees 57 minutes 02 seconds, having a radius of 163.00 feet, an arc length of 241.67 feet, a chord bearing of North 38 degrees 01 minutes 29 seconds East and a chord distance of 220.14 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the right;

THENCE, along said curve to the right through a central angle of 18 degrees 27 minutes 04 seconds, having a radius of 100.00 feet, an arc length of 32.20 feet, a chord bearing of North 04 degrees 46 minutes 30 seconds East and a chord distance of 32.06 feet to a one-half inch iron rod with cap stamped "JBI" set;

THENCE, North 14 degrees 00 minutes 02 seconds East, a distance of 69.42 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the left;

THENCE, along said curve to the left through a central angle of 23 degrees 30 minutes 02 seconds, having a radius of 100.00 feet, an arc length of 41.02 feet, a chord bearing of North 02 degrees 15 minutes 01 seconds East and a chord distance of 40.73 feet to a one-half inch iron rod with cap stamped "JBI" set;

THENCE, North 09 degrees 30 minutes 00 seconds West, a distance of 361.47 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the left;

THENCE, along said curve to the left through a central angle of 90 degrees 00 minutes 00 seconds, having a radius of 106.50 feet, an arc length of 167.29 feet, a chord bearing of North 54 degrees 30 minutes 00 seconds West and a chord distance of 150.61 feet to a one-half inch iron rod with cap stamped "JBI" set;

THENCE, South 80 degrees 30 minutes 00 seconds West, a distance of 603.64 feet to a one-half inch iron rod with cap stamped "JBI" set;

THENCE, South 19 degrees 00 minutes 00 seconds East, a distance of 215.61 feet to a one-half inch iron rod with cap stamped “JBI” set, the beginning of a curve to the right;

THENCE, along said curve to the right through a central angle of 19 degrees 00 minutes 00 seconds, having a radius of 780.00 feet, an arc length of 258.66 feet, a chord bearing of South 09 degrees 30 minutes 00 seconds East and a chord distance of 257.47 feet to a one-half inch iron rod with cap stamped “JBI” set;

THENCE, South, a distance of 222.40 feet to a one-half inch iron rod with cap stamped “JBI” set;

THENCE, 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 in the north line of said Highland Lakes, Phase 1

THENCE along the north line of said Highland Lakes, Phase 1, as follows:

North 90 degrees 00 minutes 00 seconds West, a distance of 337.98 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 through a central angle of 09 degrees 00 minutes 00 seconds, having a radius of 965.00 feet, an arc length of 151.58 feet, a chord bearing of North 85 degrees 30 minutes 00 seconds West and a chord distance of 151.43 feet to a one-half inch iron rod with cap stamped “JBI” set;

North 81 degrees 00 minutes 00 seconds West, 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 turning to the left through an angle of 66 degrees 27 minutes 21 seconds, having a radius of 410.00 feet, an arc length of 475.55 feet, a chord bearing of South 65 degrees 46 minutes 19 seconds West and a chord distance of 449.34 feet to a one-half inch iron rod with cap stamped “JBI” set;

North 59 degrees 10 minutes 44 seconds West, a distance of 466.42 feet to a one-half inch iron rod with cap stamped “JBI” set;

South 89 degrees 23 minutes 57 seconds West, a distance of 284.34 feet to a one-half inch iron rod with cap stamped “JBI” set, being the northwest corner of said Highland Lakes, Phase 1, being in the easterly line of a called 135.632 acre tract of land described in deed to TMPG Highland lakes, LLC recorded as Document No. 2023000103816, Official Public Records, Collin County, Texas;

THENCE, along the easterly line of said 135.632 acre tract as follows:

North 50 degrees 57 minutes 37 seconds West, a distance of 1,067.50 feet to point in creek for corner;

North 00 degrees 04 minutes 37 seconds West, a distance of 128.05 feet to a point in creek for corner, being the southwest corner of a called 27.829 acre tract of land described in deed to Mahar Family Living Trust recorded as Document No. 20191204001544070, Official Public Records, Collin County, Texas;

THENCE, along the south line of said 27.829 acre tract, North 89 degrees 45 minutes 40 seconds East, a distance of 1,327.92 feet to a one-half inch iron rod found for the southeast corner of said 27.829 acre tract;

THENCE, along the east line of said 27.829 acre tract, North 01 degrees 48 minutes 10 seconds West, a distance of 711.22 feet to a point in the approximate centerline of a creek, being the southwest corner of a called 6.73 acre tract of land described in deed to Mahar Family Living Trust recorded as Document No. 20191204001544080, Official Public Records, Collin County, Texas;

THENCE, along the easterly line of said 6.73 acre tract and the approximate centerline of said creek as follows

North 56 degrees 02 minutes 31 seconds East, a distance of 63.11 feet to a point;

South 81 degrees 03 minutes 24 seconds East, a distance of 66.08 feet to a point;

North 82 degrees 56 minutes 56 seconds East, a distance of 99.82 feet to a point;

North 21 degrees 54 minutes 56 seconds East, a distance of 34.08 feet to a point;

North 53 degrees 13 minutes 01 seconds West, a distance of 87.25 feet to a point;

North 08 degrees 47 minutes 03 seconds West, a distance of 32.36 feet to a point;

North 54 degrees 55 minutes 47 seconds East, a distance of 56.33 feet to a point;

North 59 degrees 25 minutes 14 seconds East, a distance of 96.49 feet to a point;

North 82 degrees 29 minutes 51 seconds East, a distance of 112.18 feet to a point;

North 17 degrees 14 minutes 47 seconds East, a distance of 184.33 feet to a point;

North 74 degrees 52 minutes 20 seconds East, a distance of 27.25 feet to a point;

North 21 degrees 16 minutes 45 seconds East, a distance of 115.46 feet to a point;

North 54 degrees 28 minutes 42 seconds East, a distance of 46.85 feet to a point;

North 07 degrees 54 minutes 48 seconds West, a distance of 23.86 feet to a point;

THENCE, departing said centerline of creek, North 75 degrees 29 minutes 36 seconds East, a distance of 471.27 feet to a five-eighths inch iron rod with pink cap stamped "TXDOT SURVEY MARKER RIGHT-OF-WAY MONUMENT" found for corner in the new south right-of-way of F.M. Highway No. 1461;

THENCE, along the new south right-of-way line of F.M. Highway No. 1461, South 87 degrees 50 minutes 07 seconds East a distance of 1,004.16 feet to the **POINT OF BEGINNING** and containing 6,177,415 square feet or 141.814 acres of land.

EXHIBIT A-2
Description of Phase 5 Property
(Containing Approximately 135.599 Acres of Land)

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 194.053 described in deed to CLF Group I, Ltd. recorded in Volume 5577, Page 4963, Deed Records, Collin County, Texas, being all of that tract of land described in deed to TMPG Highland Lakes, LLC as recorded as Instrument No. 2023000103816, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at an "X" in concrete found for the southeast corner of said 194.053 acre tract, being the southwest corner of a called 0.269 acre tract of land described in deed to Collin County as recorded in Volume 4039, Page 1460, Deed Records, Collin County, Texas, said point being in approximate centerline of said County Road No. 123 (unrecorded right-of-way);

THENCE, along the south line of said 194.053 acre tract and the approximate centerline of County Road No. 123 as follows:

South 89 degrees 55 minutes 58 seconds West, a distance of 2,078.81 feet to a one-half inch iron rod found;

South 89 degrees 52 minutes 27 seconds West, a distance of 265.16 feet to a "Mag-Nail" found, said point being the southeast corner of a called 16.424 acre tract of land described in deed to Siddhipriya Bloomdale Land, LLC as recorded as County Clerk's File No. 2023000143215, Official Public Records, Collin County, Texas;

THENCE, along the east, northeast and north lines of said 16.424 acre tract as follows:

North 00 degrees 28 minutes 25 seconds West, a distance of 534.36 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

North 49 degrees 51 minutes 16 seconds West, a distance of 493.98 feet to a one-half inch iron rod with cap stamped "4857" found;

South 89 degrees 45 minutes 08 seconds West, a distance of 530.94 feet to a one-half inch iron rod with cap stamped "4613" found for the northwest corner of said 16.424 acre tract, being in the west line of said 194.053 acre tract of land and being in the east line of a called 388.054 acre tract of land described in deed to Seeing Stars, Ltd. recorded as County Clerk's File NO. 20070907001252680, Official Public Records, Collin County, Texas;

THENCE, along the west line of said 194.053 acre tract, the east line of said 388.054 acre tract, and the east line of a called 100.000 acre tract of land described in deed to Prosper I.S.D. recorded as County Clerk's File No. 20170405000436690, Official Public Records, Collin County, Texas. North 00 degrees 26 minutes 12 seconds West, a distance of 1,514.73 feet to a one-half inch iron rod with cap stamped "JBI" set, being the southwest corner of a called 42.000 acre tract of land described in deed to Prosper I.S.D. as recorded as County Clerk's File No. 20171207001619220, Official Public Records, Collin County, Texas;

THENCE, along the south line of said 42.000 acre tract, North 89 degrees 35 minutes 47 seconds East, a distance of 639.07 feet to a point in the west side of a Soil Conservation Service Lake:

THENCE, along the southerly and easterly lines of said 42.000 acre tract and the westerly lines of said Soil Conservation Service Lake as follows:

North 60 degrees 09 minutes 19 seconds East, a distance of 81.32 feet to a point;
North 88 degrees 22 minutes 26 seconds East, a distance of 63.83 feet to a point;
North 88 degrees 55 minutes 58 seconds East, a distance of 71.27 feet to a point;
North 78 degrees 24 minutes 14 seconds East, a distance of 120.90 feet to a point;
North 79 degrees 44 minutes 46 seconds East, a distance of 149.54 feet to a point;
North 76 degrees 46 minutes 25 seconds East, a distance of 124.94 feet to a point;
North 51 degrees 00 minutes 48 seconds East, a distance of 197.80 feet to a point;
North 03 degrees 11 minutes 56 seconds West, a distance of 99.39 feet to a point;
North 28 degrees 58 minutes 00 seconds West, a distance of 76.50 feet to a point;
North 38 degrees 15 minutes 33 seconds West, a distance of 42.39 feet to a point;
North 36 degrees 12 minutes 46 seconds East, a distance of 86.31 feet to a point;
North 09 degrees 25 minutes 12 seconds East, a distance of 101.71 feet to a point;
North 26 degrees 06 minutes 46 seconds West, a distance of 96.71 feet to a point;
North 46 degrees 55 minutes 57 seconds West, a distance of 66.66 feet to a point;
North 23 degrees 06 minutes 25 seconds East, a distance of 111.95 feet to a point;
North 08 degrees 26 minutes 32 seconds West, a distance of 177.97 feet to a point;
North 32 degrees 26 minutes 34 seconds West, a distance of 87.97 feet to a point;
North 25 degrees 40 minutes 05 seconds East, a distance of 60.41 feet to a point;
North 84 degrees 12 minutes 00 seconds West, a distance of 26.99 feet to a point;
North 01 degrees 39 minutes 45 seconds West, a distance of 103.40 feet to a point in the top bank of a creek;

THENCE, continuing along the easterly lines of said 42.000 acre tract and along the top bank of said creek as follows:

North 46 degrees 38 minutes 25 seconds West, a distance of 34.61 feet to a point;
North 32 degrees 26 minutes 45 seconds West, a distance of 100.45 feet to a point;
North 13 degrees 18 minutes 44 seconds West, a distance of 40.09 feet to a point;
North 00 degrees 22 minutes 13 seconds West, a distance of 65.17 feet to a point;
North 05 degrees 12 minutes 10 seconds East, a distance of 56.57 feet to a point;
North 20 degrees 23 minutes 37 seconds West, a distance of 71.31 feet to a point;
South 74 degrees 56 minutes 46 seconds West, a distance of 46.37 feet to a point;
South 56 degrees 37 minutes 05 seconds West, a distance of 40.89 feet to a point;
South 28 degrees 58 minutes 24 seconds West, a distance of 71.07 feet to a point;
South 61 degrees 44 minutes 29 seconds West, a distance of 62.78 feet to a point;
South 75 degrees 05 minutes 37 seconds West, a distance of 69.63 feet to a point;
South 69 degrees 54 minutes 02 seconds West, a distance of 35.66 feet to a point in the southerly line of a called 46.84 acre tract of land described in deed to Harland D. Stauffer

and Susan L. Stauffer, Co-Trustees of the Stauffer Family Trust recorded as County Clerk's File No. 20140516000488540, Official Public Records, Collin County, Texas, said point being in the approximate centerline of a small creek;

THENCE, along the southerly line of said 46.84 tract and along the approximate centerline of said creek as follows:

North 03 degrees 07 minutes 45 seconds East, a distance of 40.40 feet to a point;
North 48 degrees 10 minutes 31 seconds East, a distance of 49.84 feet to a point;
North 84 degrees 20 minutes 03 seconds East, a distance of 20.10 feet to a point;
North 12 degrees 01 minutes 42 seconds East, a distance of 23.47 feet to a point;
North 41 degrees 46 minutes 44 seconds East, a distance of 53.73 feet to a point;
North 86 degrees 00 minutes 23 seconds East, a distance of 37.18 feet to a point;
North 38 degrees 07 minutes 19 seconds East, a distance of 28.91 feet to a point;
South 69 degrees 04 minutes 21 seconds East, a distance of 23.79 feet to a point;
North 55 degrees 56 minutes 04 seconds East, a distance of 41.44 feet to a point;
North 44 degrees 04 minutes 17 seconds East, a distance of 86.56 feet to a point;
North 78 degrees 14 minutes 28 seconds East, a distance of 82.08 feet to a point;
South 63 degrees 55 minutes 11 seconds East, a distance of 47.69 feet to a point;
South 23 degrees 34 minutes 37 seconds East, a distance of 112.00 feet to a point, being in the east line of said 194.053 acre tract, and being in the westerly line of a called 27.829 acre tract of land described in deed to the Mahar Family Trust recorded as Document No. 20191204001544070, Official Public Records, Collin County, Texas;

THENCE, continuing along said creek in the east line of said 194.053 acre tract and westerly line of said 27.829 acre tract as follows:

South 51 degrees 22 minutes 23 seconds West, a distance of 24.27 feet to a point;
South 38 degrees 36 minutes 23 seconds West, a distance of 53.03 feet to a point;
South 00 degrees 04 minutes 37 seconds East, a distance of 5.22 feet to the southwest corner of said 27.829 acre tract;

THENCE, along the east line of said 194.053 acre tract as follows;

South 00 degrees 04 minutes 37 seconds East, a distance of 128.05 feet to a one-half inch iron rod with cap stamped "JBI" found;
South 50 degrees 57 minutes 37 seconds East, a distance of 1,067.50 feet to a point, being in the northwest corner of Highland Lakes, Phase 1, an addition to the City of McKinney, as recorded in Instrument Number 2023010000282, Official Public Records, Collin County, Texas, and being in the approximate centerline of NCRS Lake No. 2A;

THENCE, continuing along the easterly line of said 194.053 acre tract and the west line of said Highland Lakes, Phase 1, over, across and along the approximate centerline of said NCRS Lake No. 2A as follows;

South 04 degrees 40 minutes 23 seconds West, a distance of 456.00 feet to a point;

South 01 degrees 20 minutes 37 seconds East, a distance of 478.00 feet to a point;
South 52 degrees 54 minutes 23 seconds West, a distance of 157.00 feet to a point;
South 24 degrees 51 minutes 37 seconds East, a distance of 525.00 feet to a point;
South 14 degrees 08 minutes 23 seconds West, a distance of 177.00 feet to a point;
South 08 degrees 36 minutes 37 seconds East, a distance of 275.00 feet to a point;
South 72 degrees 52 minutes 37 seconds East, a distance of 192.00 feet to a point;
South 55 degrees 34 minutes 37 seconds East, a distance of 362.00 feet to a point;
South 03 degrees 04 minutes 37 seconds East, a distance of 87.00 feet to a point;
South 16 degrees 45 minutes 15 seconds West, a distance of 52.61 feet to a point;

THENCE continuing along the easterly line of said 194.053 acre tract and the west line of said Highland Lakes, Phase 1, along the approximate centerline of Stover Creek as follows;

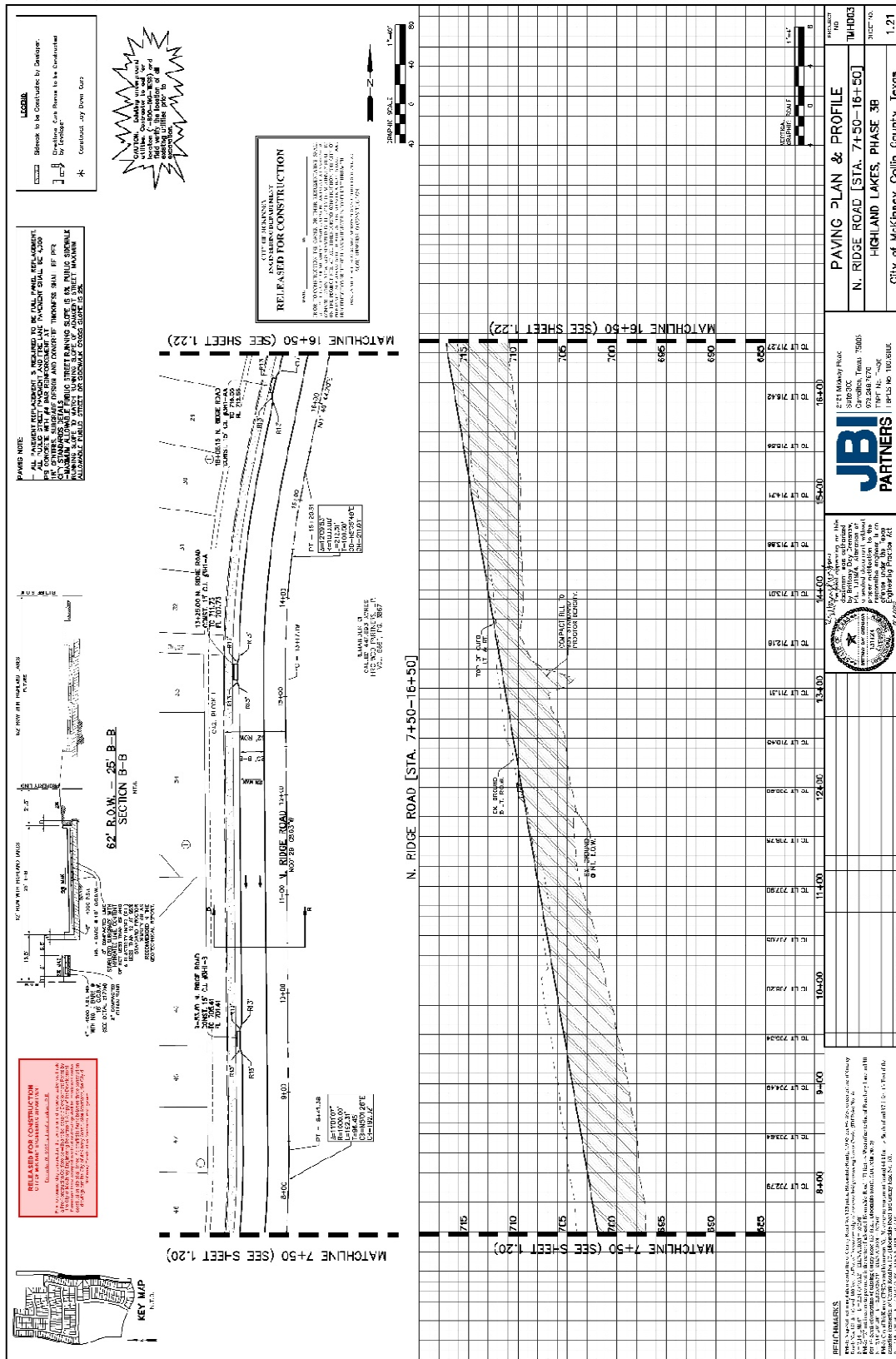
South 15 degrees 54 minutes 51 seconds East, a distance of 262.80 feet to a point;
South 68 degrees 07 minutes 20 seconds West, a distance of 328.86 feet to a point;
South 39 degrees 40 minutes 43 seconds East, a distance of 283.12 feet to a point;
South 26 degrees 54 minutes 23 seconds East, a distance of 107.77 feet to a one-half inch iron rod with cap stamped "JBI" found for corner, being the southwest corner of Highland Lakes, Phase, and being the northwest corner of said 0.269 acre tract;

THENCE along the easterly line of said 194.053 acre tract and the west line of said 0.269 acre tract, along the approximate centerline of Stover Creek, South 26 degrees 54 minutes 23 seconds East, a distance of 51.80 feet to the **POINT OF BEGINNING** and containing 5,906,682 square feet or 135.599 acres of land.

EXHIBIT B-1

Phase 3 Roadway Project

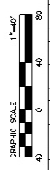
(consisting of the following three (3) pages)



LOOK!
 Blank to be completed by Designer;
 Details, etc. have to be completed
 by Engineer.
 Conducted by Don Galt

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RELEASED FOR CONSTRUCTION
 CITY OF McKENNEY
 112200 N. RIDGE ROAD
 BLOOMDALE, TEXAS 75824
 PROJECT NO. 2018-0001
 DATE: 08/14/2018



PROJECT NO.	2018-0001
DATE	08/14/2018
PROJECT NAME	N. RIDGE ROAD [STA. 7+50-16+50]
LOCATION	HIGHLAND LAKES, PHASE 3B
DRAWN BY	City of McKinney, Collin County, Texas
SHEET NO.	1,21

JBI PARTNERS
 211 McKinney Park
 Suite 300
 Carrollton, Texas 75006
 (972) 464-1111
 www.jbi.com

Professional Engineer
 State of Texas
 License No. 33124
 J. B. JONES

STATION	TO	FROM
7+50	TO	7+50
8+00	TO	8+00
8+50	TO	8+50
9+00	TO	9+00
9+50	TO	9+50
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REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR CONSTRUCTION	08/14/2018

EXHIBIT B-2

Phase 5 Roadway Project

(consisting of the following five (5) pages)

