

UTILITY IMPACT FEE CREDIT AGREEMENT

MCKINNEY RANCH, LTD.

Cross F Ranch (Honey Creek) Oversize Utility Line Construction

STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF COLLIN §

The **CITY OF MCKINNEY** ("City"), a home rule municipal corporation situated in Collin County, Texas, and **MCKINNEY RANCH, LTD.** ("Developer"), make and enter into this Utility Impact Fee Credit Agreement ("Agreement"), dated as of the date of execution and effective as of the Effective Date (defined herein).

RECITALS

WHEREAS, the City's Water and/or Wastewater Improvement Plans (hereinafter referred to singly and collectively as the "Master Plan") require the construction of certain Utility Improvements upon and across Developer's property known as **Cross F Ranch (Honey Creek)**, which is located on the north side of **County Road 1006**, as reflected in Exhibit A, which Exhibit is attached hereto and incorporated herein by reference for all purposes allowed by law, (the "Property") to serve future development in the area specifically including the Property; and

WHEREAS, Developer has constructed or agreed to construct certain Utility Improvements upon and across the Property as reflected in Exhibit B and more specifically described herein, said Exhibit is attached hereto and incorporated herein by reference for all purposes allowed by law, in exchange for impact fee credits that shall be applied to the Property; and

WHEREAS, City has agreed that Developer shall construct the Oversize Line required by the City's Master Plan (the "Utility Project"); and

WHEREAS, Developer has dedicated to the City the necessary easements and/or right-of-way for the Utility Project; and

WHEREAS, City has identified the Oversize Line on the City's Master Plan, which is a part of the City's Utility Impact Fee Ordinance; and

WHEREAS, Developer has requested and City has agreed for the impact fee credits that Developer would typically receive for the construction of the Utility Project, calculated in accordance with the Ordinance, shall instead attach to the Neighboring Property, as provided for herein.

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 **MCKINNEY RANCH, LTD.**, its representatives, agents, contractors, employees, and consultants.
3. *Effective Date* means the date on which City accepts the construction of the Oversize Line and all related appurtenances thereto.
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 Utility Impact Fees Article" as set forth in Section 130-19, *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. *Oversize Line* means a water or wastewater line that is larger than the City's minimum standard diameter water or wastewater mains, and which is also larger than the water or wastewater main required to serve the subdivision in question, as determined by the City.
7. *Parties* means the City and Developer.
8. *Property* means Developer's property known as **Cross F Ranch (Honey Creek)**, a depiction of which is attached hereto as Exhibit A.
9. *Neighboring Property* means that property further described as Lot 6 of the L. D. Davidson Survey, Abstract 285, located at 6488 County Road 166, McKinney, TX 75071, within the extraterritorial jurisdiction of the City of McKinney, and currently owned by *6400 Lake Forest Investments LLC*, a description of said property is attached hereto as Exhibit B.
10. *Utility Improvements* means storm water permitting, erosion control, easement preparation, excavation, trench safety, construction of water /

wastewater lines, backfill, compaction, re-establishment of ground cover, and any other improvements necessary for a complete water / wastewater system, and all engineering, surveying, inspection and permit fees for the construction of an Oversize Line, together with all related appurtenances thereto, upon and across the Property, that is the subject of this Agreement in accordance with all City, state and federal standards.

11. *Utility Project* means the Utility Improvements required to be constructed upon and across the Property by the City's Master Plan as reflected in Exhibit C and more specifically described herein, which such Oversize Lines are eligible for impact fee credits and as approved by the CITY Engineer.
12. *Service Unit* means the applicable standard unit of measure that serves as the standardized measure of consumption, use or generation attributable to the new unit of development. The service unit for water and wastewater is a ¾-inch water meter which is the typical water meter used for a single-family detached living unit and is commonly referred to as the single family living unit equivalent (SFLUE). The number of service units used for water and wastewater by a particular land use is determined by the water meter size and water meter type employed by such land use.

B. Interpretation of Terms, and Incorporation of Exhibits.

Except where the context otherwise clearly requires, in this Agreement: words imparting the singular will include the plural and vice versa;

1. all exhibits attached to this Agreement are incorporated by reference for all pertinent purposes as though fully copied and set forth at length; and
2. 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 UTILITY IMPROVEMENTS**

A. Utility Improvements

1. Developer shall construct the Utility Project depicted on the attached Exhibit B and more specifically described in Exhibit C. Developer shall construct all Utility Improvements appurtenant to the Utility Project.

2. At this time, the Utility Project is included in the City's Master Plan. The Utility Project is therefore eligible for impact fee credits as calculated under the Ordinance.

ARTICLE III

IMPACT FEE CREDITS

A. *Grant of Impact Fee Credits to Neighboring Property; Assignment and Expiration of Utility Impact Fee Credits*

1. Developer has requested and City has agreed to grant the owner of the Neighboring Property, currently *6400 Lake Forest Investments LLC*, those impact fee credits that would otherwise be awarded to Developer for its construction of the Utility Project. The impact fee credits shall vest and attach to the Neighboring Property upon the City's acceptance of the Utility Project, and by its Acceptance below the owner of the Neighboring Property agrees to all provisions of Article III hereof.
2. The Impact Fee Credits granted under this agreement shall only be assigned with the City's consent pursuant to Section 130-29 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 Neighboring Property. Any Application of the impact fee credits to future developed lots shall be governed by the Ordinance. No reimbursement shall be owed by City for any unused impact fee credits.

B. *Value of Utility Improvements*

1. The City has agreed to provide reimbursement of the actual cost associated with Developer oversizing certain water and/or wastewater lines required to serve the Property by the City's Master Plan as described herein.
2. Developer shall provide appropriate cost documentation, as approved by the City Engineer, reflecting the actual expenditures for oversizing the water and/or wastewater lines. The reimbursement costs shall include all items pertinent to construction of the Oversize Line segments but excluding easements dedicated for the construction of such water and/or wastewater lines. The City Engineer shall review the cost documentation and make a final determination regarding those costs that are necessary and attributable solely to the oversizing of the water and/or wastewater lines in question. Said cost documentation shall be attached hereto as Exhibit E and is hereby incorporated herein for all purposes allowed by law.
3. Reimbursement for the cost of oversizing the water and/or wastewater lines shall be made through the grant or award of utility impact fee credits for the

Property. Credits shall be calculated and applied based on the Ordinance. Credits shall vest and attach to the Property upon the CITY's acceptance of the Oversize Lines.

4. Developer and City agree that the value of the Utility Project shall be expressed in Service Unit Equivalents. The impact fee credits which shall attach to the Property under this Agreement are 736.69 Service Unit Equivalents for the construction of the Water Line and 586.07 Service Unit Equivalents for the construction of the Wastewater Line.

C. *Use of Impact Fee Credits*

Developer shall have no use of the impact fee credits on the Property. Instead, the impact fee credits shall only be used as development occurs on the Neighboring Property. Service Unit calculations for proposed uses on the Neighboring Property shall be in accordance with then existing tables of the Ordinance. Unused impact fee credits shall not be transferable to any other tract or parcel of land and cannot be applied to other fees, converted to cash, or used on other tracts. Upon the Neighboring Property's exhaustion of the impact fee credits granted under this Agreement, any additional development on the Neighboring Property (such as the creation of additional lots) shall pay then existing utility impact fees or receive credits for construction of additional utility 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. Developer shall not be entitled to utility impact fee credits for any line that is not actually constructed or which is not constructed in accordance with the City's Master Plan and development ordinances.

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.

GENERAL PROVISIONS

A. *Notice of Default; Opportunity to Cure; Remedies*

1. Should any Party allege that the other has defaulted in the performance of any obligation hereunder, it will provide at least thirty (30) days written notice to the other Party specifying the nature of the alleged default and opportunity to cure the default before exercising any remedy related to the alleged default.
2. Upon the failure of either Party to comply with the provisions of this Agreement, which failure continues beyond the thirty (30) day notice and cure period provided above, the other Party shall have the right to enforce the terms and provisions of this Agreement by specific performance, or by such other legal or equitable relief to which the non-defaulting Party may be entitled.
3. Any remedy or relief described in this Agreement shall be cumulative of and in addition to any other remedies and relief available at law or in equity.
4. The foregoing notwithstanding, it is understood and agreed that in addition to any other remedy which the City may have upon default by Developer under this Agreement, should Developer fail to comply with the Subdivision Ordinance or any City development regulation, the City may terminate this Agreement. Upon termination pursuant to this subsection, all impact fee credits shall terminate.

B. *Entire Agreement; Interpretation of this Agreement*

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

C. *Amendment*

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

D. *No Amendment of Other Agreements*

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

E. *Other Instruments, Actions*

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

F. *No Third Party Beneficiaries*

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

G. *Applicable Law; Venue*

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

H. *Severability*

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

I. Counterparts

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

J. Notices

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

DEVELOPER:

McKinney Ranch, LTD.
2201 Midway Road, Ste. 108P
Carrollton, Texas 75006

CITY OF MCKINNEY:

Office of the City Manager
222 N. Tennessee 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 utility 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 shall not 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 as well as the owner of the Neighboring Property and their representatives, successors, and assigns.

P. Waiver of Claims.

Developer has voluntarily agreed to undertake the construction of the Utility Improvements for the Utility Project in exchange for impact fee credits to be applied to the Property. The construction of the Utility Project is not a condition of approval or acceptance of 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 BETHEL, Deputy City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

MCKINNEY RANCH, LTD.,
a Texas limited partnership

By and through its General Partner:

CREU PROPERTY CORP.,
a Texas corporation

By: Santiago Jorba
SANTIAGO JORBA
President

Date Signed: 8/19/24

AGREED TO AND ACCEPTED BY:

6400 LAKE FOREST INVESTMENTS, LLC
a Nevada limited liability company

By: Matthew Hiles
MATTHEW HILES
Vice President

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.

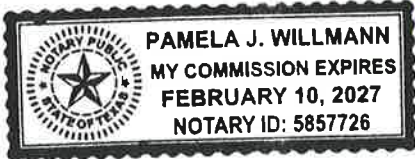
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 20____.

Notary Public _____ County, Texas
My commission expires _____

THE STATE OF TEXAS,
COUNTY OF Dallas

This instrument was acknowledged before me on the 19th day of August,
2024, by SANTIAGO JORBA, in his capacity as President of CREU PROPERTY CORP., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that CREU PROPERTY CORP., is the General Partner of **MCKINNEY RANCH, LTD.**, a Texas limited partnership, and that he executed the same on behalf of and as the act of the Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 19th
DAY OF August, 2024.



Pamela J. Willmann
Notary Public Dallas County, Texas
My commission expires 2/10/27

THE STATE OF TEXAS,
COUNTY OF Tarrant

This instrument was acknowledged before me on the 9th day of August,
20 24, by MATTHEW HILES, in his capacity as Vice President of **6400 LAKE FOREST
INVESTMENTS, LLC**, a Nevada limited liability company, known to me to be the person
whose name is subscribed to the foregoing instrument, and acknowledged to me that he
executed the same on behalf of and as the act of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 9th
DAY OF August, 20 24.

Nickelle Benson
Notary Public Tarrant County, Texas
My commission expires November 18, 2025

PREPARED IN THE OFFICES OF:

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



Exhibit A
PROPERTY

BEING A 1648.596 ACRE TRACT

LEGAL DESCRIPTION

COMMENCING at a railroad spike found in asphalt at the intersection of the centerline of County Road 166 and County Road 168, said point being the apparent intersection of four surveys: the southeast corner of the Thomas E. Pelham Survey, Abstract Number 724, the southwest corner of the Jno. Cahill Survey, Abstract number 143, the northeast corner of said D. J. Franklin Survey, and the northwest corner of said L. D. Davidson Survey;

THENCE North 89°41'47" East along the centerline of said County Road 168 a distance 1278.96 feet to a 5/8" iron rod set for corner at the POINT OF BEGINNING, said point being the northeast corner of a tract of land described in a deed to Richard K. Hester et ux. Sarah P. Hester recorded in Volume 4171, Page 3124, Land Records, Collin County, Texas;

THENCE North 89°41'47" East continuing along the centerline of said County Road 168 a distance of 3769.64 feet to a 1/2" iron rod found at the southeast corner of a tract of land described in a deed to Elizabeth Langston recorded in Volume 1372, Page 595, Land Records, Collin County, Texas;

THENCE North 00°06'09" West with the east line of said Elizabeth Langston a distance of 1018.25 feet to a 5/8" iron rod with red cap marked KHA set at the northeast corner of a tract of land described in a deed to R.J. Knowles recorded in Volume 1372, Page 589, Land Records, Collin County, Texas;

THENCE South 89°01'12" East passing at 314.35 feet a PK nail with washer found in asphalt at the most southerly southwest corner of a tract of land described in a deed to Charles M. and Jean A. Hicks recorded in Volume 5273, Page 6598, Land Records, Collin County, Texas, and continuing for a total distance of 1592.06 feet to an X-Cut set for corner on top of a concrete bridge in the west line of a tract of land described in a deed to Theresa N. Roeder recorded in Clerk File No. 95-0077977, Land Records, Collin County, Texas, said point being in the centerline of Honey Creek;

THENCE along the centerline of said Honey Creek and with the west line of said Theresa N. Roeder the following calls:

South 23°24'12" West a distance of 128.37 feet to a point for corner;

South 08°30'42" East a distance of 83.53 feet to a point for corner;

South 30°17'56" East a distance of 75.19 feet to a point for corner;

South 52°40'13" East a distance of 96.34 feet to a point for corner;

South 61°30'47" East a distance of 352.39 feet to a point for corner;

South 53°06'14" East a distance of 95.82 feet to a point for corner;

South 10°46'14" East a distance of 114.32 feet to a point for corner;

South 12°54'15" East a distance of 67.33 feet to a point for corner;

South 31°17'25" East a distance of 99.36 feet to a point for corner;

South 45°27'58" East a distance of 51.57 feet to a point for corner;

South 64°03'22" East a distance of 108.23 feet to a point for corner;

South 59°27'11" East a distance of 107.89 feet to a point for corner;

South 20°52'23" East a distance of 108.15 feet to a point for corner;

South 13°47'15" West a distance of 62.76 feet to a point for corner;

South 35°01'12" West a distance of 271.26 feet to a point for corner;

South 06°27'44" East a distance of 137.08 feet to a point for corner;
South 21°49'33" West a distance of 62.38 feet to a point for corner;
South 06°52'20" West a distance of 90.73 feet to a point for corner;
South 15°37'43" East a distance of 52.21 feet to a point for corner;
South 64°55'40" East a distance of 29.37 feet to a point for corner;
North 85°47'24" East a distance of 225.38 feet to a point for corner;
South 73°52'41" East a distance of 284.02 feet to a point for corner;
South 70°08'41" East a distance of 69.22 feet to a point for corner;
South 46°07'44" East a distance of 58.55 feet to a point for corner;
South 30°27'53" East a distance of 74.84 feet to a point for corner;
South 45°09'41" East a distance of 73.01 feet to a point for corner;
South 86°20'18" East a distance of 45.67 feet to a point for corner;

North 70°07'08" East a distance of 125.46 feet to a point for corner in the west line of a tract of land described in a deed called "Tract One" to J.A. and Imogene Gooch Revocable Living Trust, recorded in Volume 5636, Page 4136, Land Records, Collin County, Texas;

THENCE South 03°48'49" East departing the centerline of said Honey Creek and with the west line of said Tract One J.A. and Imogene Gooch Revocable Living Trust along a barbwire fence passing at 51.57 feet a 1/2 inch iron rod found and continuing for a total distance of 199.72 feet to a 5/8" iron rod with red cap marked KHA set at the southwest corner of said Tract One J.A. and Imogene Gooch Revocable Living Trust;

THENCE with the south line of said Tract One J.A. and Imogene Gooch Revocable Living Trust the following calls:

South 79°35'20" East a distance of 110.76 feet to a 5/8" iron rod with red cap marked KHA set for corner;
South 44°57'54" East a distance of 90.13 feet to a 5/8" iron rod with red cap marked KHA set for corner;
North 67°12'40" East a distance of 174.48 feet to a 5/8" iron rod with red cap marked KHA set for corner;
South 81°24'25" East a distance of 71.46 feet to a 5/8" iron rod with red cap marked KHA set for corner;
South 66°47'34" East a distance of 178.26 feet to a point for corner in the centerline of said Honey Creek;

THENCE along the centerline of said Honey Creek the following calls:

South 59°29'36" West a distance of 48.92 feet to a point for corner;

South 07°03'42" West a distance of 54.33 feet to the northwest corner of a tract of land described in a deed called "Tract Two" to J.A. and Imogene Gooch Revocable Living Trust recorded in Volume 5636, Page 4136, Land Records, Collin County, Texas;

THENCE departing the centerline of said Honey Creek and with the north, line of said Tract Two J.A. and Imogene Gooch Revocable Living Trust the following calls:

South 25°06'09" West a distance of 85.01 feet to a 5/8" iron rod with red cap marked KHA set for corner;
South 86°06'11" West a distance of 105.59 feet to a 5/8" iron rod with red cap marked KHA set for corner;
North 62°04'42" West a distance of 70.34 feet to a 5/8" iron rod with red cap marked KHA set for corner;
North 79°09'48" West a distance of 78.47 feet to a 5/8" iron rod with red cap marked KHA set for corner;

South 76°09'56" West a distance of 228.54 feet to a 5/8" iron rod with red cap marked KHA set at the northwest corner of said Tract Two J.A. and Imogene Gooch Revocable Living Trust;

THENCE South 03°23'52" East a along a barbwire fence a distance of 152.85 feet to a 5/8" iron rod found at the southwest corner of said Tract Two J.A. and Imogene Gooch Revocable Living Trust;

THENCE with the south line of said Tract Two J.A. and Imogene Gooch Revocable Living Trust and along the general course of a barbwire fence the following calls:

South 87°28'40" East a distance of 72.08 feet to a 5/8" iron rod with red cap marked KHA set for corner;

South 88°58'34" East passing at 497.31 feet a 1/2 iron rod found and continuing for a total distance of 541.00 feet to a point for corner in the centerline of said Honey Creek, said point being in the west line of a tract of land described in a deed to J.A. and Imogene Gooch Revocable Living Trust recorded Clerk File Number 93-0106681, Land Records, Collin County, Texas;

THENCE along the centerline of said Honey Creek and along the west line of said J.A. and Imogene Gooch Revocable Living Trust the following calls:

South 30°08'34" East a distance of 29.56 feet to a point for corner;

South 57°19'01" East a distance of 47.61 feet to a point for corner;

South 82°37'56" East a distance of 90.58 feet to a point for corner;

South 42°52'24" East a distance of 162.01 feet to a point at the northwest corner of a tract of land described in a deed to Tom E. Engle and Karen A. Engle recorded in Volume 5418, Page 4142, Land Records, Collin County, Texas;

THENCE South 30°34'59" East with the west line of said Tom E. Engle and Karen A. Engle and continuing along the centerline of said Honey Creek a distance of 152.05 feet to a point at the northwest corner of a tract of land described in a deed to Tom E. Engle and Karen A. Engle recorded in Volume 5380, Page 4044, Land Records, Collin County, Texas;

THENCE along the centerline of said Honey Creek and along the west line of said Tom E. Engle and Karen A. Engle the following calls:

South 30°08'44" East a distance of 33.20 feet to a point for corner;

South 36°32'02" East a distance of 121.42 feet to a point for corner;

South 66°37'07" East a distance of 60.66 feet to a point for corner;

South 43°37'28" East a distance of 56.43 feet to a point for corner;

South 00°08'40" East a distance of 35.47 feet to a point for corner;

South 30°29'42" West a distance of 24.38 feet to a point for corner;

South 47°51'01" West a distance of 49.96 feet to a point for corner;

THENCE South 89°53'34" East departing the centerline of said Honey Creek and with the south line of said Tom E. Engle and Karen A. Engle passing at 58.03 feet a 1/2 inch iron rod with cap found and continuing along a barbwire fence for a total distance of 983.93 feet to a metal fence post found for corner, from which a one inch iron rod found in asphalt in the centerline of County Road 202 bears South 89°53'34" East a distance of 21.86 feet;

Thence North 01 degrees 14 minutes 46 seconds East continuing along said west line and said County Road Number 202 a distance of 538.52 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

Thence North 00 degrees 00 minutes 58 seconds West continuing along said west line and said County Road Number 202 a distance of 671.18 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

Thence North 00 degrees 09 minutes 16 seconds East continuing along said west line and said County Road Number 202 a distance of 576.89 feet to a 1 inch iron pipe found in a North-South paved road (County Road Number 202) at the northwest corner of said Meredith Hart Survey and the northwest corner of said Honey Creek tract, said point also being the southwest corner of a tract of land to Malinda A. Warden called tract 2 as recorded in Collin County File No. 2005-0055890 of said Deed Records and lying on the east line of a tract of land to Robert Allen Davis and Laurie L. Davis as recorded in Volume 3543, Page 396 of said Deed Records;

Thence South 88 degrees 52 minutes 49 seconds East along the north line of said Honey Creek tract a distance of 155.17 feet to a 5/8 inch iron rod found for the southeast corner of said Warden tract lying on the south right-of-way line of Farm Road No. 543, (a variable width right-of-way), said point also lying at the beginning of a curve to the left;

Thence with said curve to the left and along said south line of Farm Road No. 543 having a radius of 359.62 feet, a central angle of 27 degrees 16 minutes, 51 seconds, and arc length of 171.23 feet, a chord bearing of south 75 degrees 14 minutes 21 seconds East a distance of 169.62 feet to a broken concrete highway monument found for corner;

Thence South 88 degrees 52 minutes 49 seconds East continuing along said south line of Farm Road No. 543 a distance of 1135.30 feet to a broken concrete highway monument found for corner at the beginning of a curve to the right;

Thence with said curve to the right continuing along said south line of Farm Road No. 543 having a radius of 2825.16 feet, a central angle of 02 degrees 43 minutes 37 seconds, and arc length of 134.47 feet, and chord bearing of South 87 degrees 20 minutes 32 seconds East a distance of 134.46 feet to a 1/2 inch iron rod found for the most northerly northeast corner of said Honey Creek tract and the northwest corner of a tract of land to Eielyn Cole Family, LTD as recorded in Collin County File Number 2000-0040586 of said Deed Records;

Thence South 01 degrees 39 minutes 39 seconds West departing said south line of Farm Road No. 543 and along the common line of said Honey Creek tract and said Cole tract a distance of 1147.33 feet to a 1 inch iron pipe found for the southwest corner of said Cole tract and an inner ell corner of said Honey Creek tract;

Thence South 87 degrees 32 minutes 32 seconds East along the south line of said Cole tract and the south line of a tract of land to Mescal Hill Wilson as recorded in Instrument Number 20091215001497350 of the Official Public Records of Collin County, Texas, passing the common southeast and southwest corner of said Cole and Wilson tracts and continuing a total distance of 1177.20 feet to a 3/8 inch iron rod found for the most easterly northeast corner of said Honey Creek tract and the northwest corner of a tract of land to Gregory Mills as recorded in Collin County File Number 2001-0044545 of said Deed Records;

Thence South 01 degree 00 minutes 36 seconds West along the east line of said Honey Creek tract a distance of 1783 .23 feet to a square bolt found for corner at an angle point on said east line, said point also being the southwest corner of a tract of land to Mackuehn Partners, LLC. as recorded in Instrument Number 20140131000096000 of said Official Records and the northwest corner of a tract of land to Robert Nicholas Oliver as recorded in Instrument Number 20070510000633 570 of said Official Records;

Thence South 00 degrees 57 minutes 33 seconds West continuing along the east line of said Honey Creek and along the west line of said Oliver tract a distance of 254.48 feet;

THENCE NORTH 89° 10' 34" EAST, DEPARTING SAID WEST LINE, PASSING A 1/2-INCH IRON ROD SET AT A DISTANCE OF 703.47 FEET AND CONTINUING A TOTAL DISTANCE OF 733.47 FEET TO A SET PK NAIL AT THE NORTHEAST CORNER OF THIS TRACT, SAID PK NAIL BEING IN AFORESAID COUNTY ROAD 202;

THENCE SOUTH 00° 52' 00" EAST, A DISTANCE OF 155.27 FEET ALONG SAID COUNTY ROAD 202 TO A SET PK NAIL AT THE MOST NORTHERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 89° 10' 34" WEST, DEPARTING SAID COUNTY ROAD 202, PASSING A 1/2-INCH IRON ROD SET AT A DISTANCE OF 30.00 FEET AND CONTINUING A TOTAL DISTANCE OF 400.00 FEET TO A 1/2-INCH IRON ROD SET;

THENCE SOUTH 00° 52' 00" EAST, PASSING A 1/2-INCH IRON ROD SET AT A DISTANCE OF 623.40 FEET AND CONTINUING A TOTAL DISTANCE OF 653.40 FEET TO A SET PK NAIL AT THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS TRACT, SAID PK NAIL BEING IN SAID COUNTY ROAD 202;

THENCE SOUTH 89° 10' 34" WEST, A DISTANCE OF 345.70 FEET ALONG SAID COUNTY ROAD 202 TO A SET PK NAIL AT THE SOUTHWEST CORNER OF SAID OLIVIER TRACT, SAID PK NAIL BEING IN COUNTY ROAD 202;

Thence South 89 degrees 14 minutes 22 seconds West along the common line of said Honey Creek tract and said Trust tract along said County Road Number 202 a distance of 457.49 feet to a PK nail found for the northwest corner of a tract of land to Daniel Travis Squires and Dalana Lin Squires as recorded in Instrument Number 20140401000304730 of said Official Records;

Thence South 01 degree 12 minutes 08 seconds West departing said County Road Number 202 and along the common line of said Honey Creek tract and said Squires tract a distance of 469.12 feet to a 5/8 inch iron rod found for corner;

Thence North 87 degrees 11 minutes 23 seconds West continuing along said common line a distance of 245.21 feet to a 5/8 inch iron rod found for corner;

Thence South 01 degree 33 minutes 59 seconds West continuing along said common line and along the west line of said Trust tract a distance of 829.22 feet to a 5/8 inch iron rod found for corner;

Thence North 85 degrees 17 minutes 53 seconds West along the southerly line of said Honey Creek tract a distance of 184.73 feet to a point in the center of Honey Creek;

THENCE along the centerline of said Honey Creek the following calls:

South 14°28'12" West a distance of 75.33 feet to a point for corner;

South 52°02'47" West a distance of 124.63 feet to a point for corner;

South 17°36'16" West a distance of 89.41 feet to a point for corner;

South 08°17'38" East a distance of 60.50 feet to a point for corner;

South 46°25'51" East a distance of 223.59 feet to a point for corner;

North 86°02'30" East a distance of 68.62 feet to a point for corner;

North 68°04'39" East a distance of 251.87 feet to a point for corner;

South 38°28'19" East a distance of 46.61 feet to a point for corner;

South 13°57'02" East a distance of 143.42 feet to a point for corner;

South 74°53'01" East a distance of 55.67 feet to a point for corner;

South 89°34'39" East a distance of 76.12 feet to a point for corner;

North 74°24'09" East a distance of 112.70 feet to a point for corner;

North 48°36'26" East a distance of 133.78 feet to a point for corner;

South 40°05'49" East a distance of 40.71 feet to a point for corner;

South 01°35'11" East a distance of 106.35 feet to a point for corner;

South 47°59'10" East a distance of 79.63 feet to a point for corner;

North 83°01'26" East a distance of 57.88 feet to a point for corner;

North 71°34'34" East a distance of 308.45 feet to a point for corner;

North 49°30'50" East a distance of 80.60 feet to a point for corner in the west line of a tract of land described in a deed to E.R. Hartley et ux. Elga Hartley recorded in Volume 592, Page 35, Land Records, Collin County, Texas;

THENCE South 00°34'13" West with the west line of said E.R. Hartley and along a barbwire fence a distance of 538.17 feet to a six inch diameter Bois d'Arc fence post found for corner;

THENCE North 87°27'55" West departing the west line of said E.R. Hartley a distance of 272.40 feet to a six inch diameter Bois d'Arc fence post found at the northwest corner of a tract of land described in a deed to Eddie P. Howell et ux. Gailyn A. Howell recorded in Volume 1128, Page 160, Land Records, Collin County, Texas;

THENCE South 00°40'35" West with the west line of said Eddie P. Howell and along the general course of a barbwire fence a distance of 2013.95 feet to a 1/2" iron rod found for corner in asphalt in the centerline of County Road 201;

THENCE North 87°51'07" West along the centerline of said County Road 201 passing at 1612.90 feet a 100D nail found 1.27 feet to the left at a right angle to this course, said point being the southeast corner of said 3.00 acre Lela M. Fryar tract, and passing at 1862.71 feet a 100D nail found at the southeast corner of a 73.436 acres;

THENCE, along common line of 73.436 acre tract and this tract;

THENCE, N 00°17'41" E a distance of 317.34 feet; THENCE, with a curve turning to the right with an arc length of 249.11 feet, with a radius of 1050.01 feet, with a chord bearing of N 07°05'29" E, with a chord length of 248.53 feet; THENCE, N 14°43'10" E a distance of 2617.37 feet; THENCE, N 45°59'36" W a distance of 297.76 feet; THENCE, N 38°15'33" W a distance of 162.18 feet; THENCE, N 13°30'56" E a distance of 100.37 feet; THENCE, N 53°35'34" W a distance of 63.08 feet; THENCE, S 68°02'38" W a distance of 91.84 feet; THENCE, S 45°16'10" W a distance of 104.17 feet; THENCE, S 89°25'39" W a distance of 1074.67 feet;

THENCE South 89°25'38" West along the centerline of said County Road 1006 a distance of 3207.38 feet to a 1/2 inch iron rod found for the northeast corner of said 45.013 acre tract;

THENCE South 00 degrees 40 minutes 37 seconds East along the east line of said 45.013 acre tract and generally along a barbed wire fence, a distance of 686.16 feet to a fence corner post found for corner;

THENCE North 88 degrees 17 minutes 51 seconds East continuing along the east line of said 45.013 acre tract and generally along a barbed wire fence, a distance of 15.05 feet to a fence corner post found for corner;

THENCE South 00 degrees 34 minutes 36 seconds East continuing along the east line of said 45.013 acre tract and generally along a barbed wire fence, a distance of 755.74 feet to a 1/2 inch iron rod with cap stamped "RPLS 5190" found for the southeast corner of said 45.013 acre tract, same being the northeast corner of a called 7.00 acre tract of land to Rene Bates as recorded in Instrument Number 20110106000027310 of the Official Public Records of Collin County, Texas;

THENCE North 88 degrees 07 minutes 54 seconds West along the common line of said 45.013 acre tract and said 7.00 acre tract, a distance of 1080.82 feet to a 1/2 inch iron rod found in a north/south barbed wire fence on the east line of a called 18.97 acre tract of land to Rene Bates as recorded in Instrument Number 20151231001629740 of the Official Public Records of Collin County, Texas for the most southerly southwest corner of said 45.013 acre tract and the northwest corner of said 7.00 acre tract;

THENCE North 00 degrees 51 minutes 16 seconds West along the common line of said 45.013 acre tract and said 18.97 acre tract and generally along a barbed wire fence, a distance of 529.96 feet to a 1 inch iron pipe found on the east side of a fence corner post for an inner ell corner of said 45.013 acre tract and the northeast corner of said 18.97 acre tract;

THENCE North 88 degrees 36 minutes 28 seconds West continuing along the common line of said 45.013 acre tract and said 18.97 acre tract and generally along a barbed wire fence, a distance of 515.75 feet to a 1 inch iron pipe found on the west side of a fence corner post for the most westerly southwest corner of said 45.013 acre tract and the southeast corner of the aforementioned 10.107 acre tract;

THENCE North 00 degrees 53 minutes 46 seconds West, along the common line of said 45.013 acre tract and said 10.107 acre tract and generally along a barbed wire fence, a distance of 843.23 feet 1/2" iron rod found in gravel pavement at the northeast corner of a tract of land described in a deed to Perry J. Graham et ux. Donna M. Graham recorded in Volume 1233, Page 811, Land Records, Collin County, Texas;

THENCE South 89°30'39" West continuing along the centerline of said County Road 1006 and with the north line of said Perry J. Graham a distance of 431.57 feet to a 5/8" iron rod found for corner;

THENCE in a southerly direction continuing along the centerline of said County Road 1006 the following calls:

South 10°38'17" West a distance of 428.46 feet to a 1/2" iron rod found for corner in asphalt;

South 13°53'52" West a distance of 203.34 feet to a bent 1/2" iron rod found for corner in asphalt;

South 24°17'55" West a distance of 316.45 feet to a 5/8" iron rod set for corner in asphalt;

South 03°15'22" West a distance of 290.50 feet to a 5/8" iron rod set for corner in asphalt;

South 01°02'46" East passing at 1043.25 feet a 3/8" iron rod found in asphalt at the southwest corner of a tract of land described in a deed to Rene Bates et ux. Beverly Bates recorded in Volume 3419, Page 878, Land Records, Collin County, Texas, and continuing for a total distance of 1113.87 feet to a 1/2" iron rod found in asphalt at the northeast corner of a tract of land described in a deed to Don W. Collins et ux. Carol A. Collins recorded in Volume 4355, Page 2347, Land Records, Collin County, Texas;

THENCE South 89°31'09" West departing the centerline of said County Road 1006 and with the north line of said Don W. Collins and along the general course of a barbwire fence a distance of 795.63 feet to a 1/2" iron rod found at the base of an 18 inch diameter hackberry tree at the northwest corner of said Don W. Collins;

THENCE with the west line of said Bates tract the following courses and distances:

South 17 degrees 31 minutes 38 seconds East, a distance of 287.57 feet to steel fence post for corner;

South 39 degrees 23 minutes 37 seconds East, a distance of 124.08 feet to steel fence post for corner;

South 00 degree 42 minutes 59 seconds West, a distance of 68.64 feet to a 5/8 inch iron rod with cap stamped "KHA" found for corner, said point lying on the north line of a tract of land conveyed to Dennis A. Bryant & Martha J. Bryant, as recorded in instrument number 93-0014444, of the Deed Records of Collin County, Texas;

THENCE South 89 degrees 02 minutes 44 seconds West, along the north line of said Bryant tract, a distance of 187.67 feet to a 1/2 inch iron rod found for corner near the north base of a steel fence post, said point also being the northwest corner of said Bryant tract;

THENCE South 00 degree 59 minutes 36 seconds East, along the west line of said Bryant tract, and passing the northwest corner of a tract of land conveyed to Michael Larry Culbreath et ux, As recorded in Volume 4283, Page 2451 of the Deed Records of Collin County, Texas, and continuing with the west line of said Culbreath tract a total distance of 1056.50 feet to a 1/2 inch iron rod found for corner in the north line of a tract of land conveyed Rene Bates, as recorded in instrument number 20111004001062750, of the Official Public Records of Collin County, Texas;

THENCE with the north and west line of said Bates tract the following courses and distances;

South 89 Degrees 19 minutes 07 seconds West, a distance of 80.01 feet to a 1/2 inch iron rod found for corner at the northwest base of a steel fence post;

South 00 degree 53 minutes 58 seconds East, a distance of 530.10 feet to a 1/2 inch iron rod found for corner, said point being the northwest corner of a tract of land conveyed to Richard Knipe et ux of the Deed Records of Collin County, Texas;

THENCE South 00 Degree 57 minutes 27 second East, along the west line of said Richard Knipe et ux tract, and passing a 1/2 inch iron rod found for the northwest corner of the aforementioned R & L Knipe Resources tract at a distance of 523.10 feet, and continuing along the west line of said R & L Knipe Resources tract, a total distance of 1004.17 feet, to a 60D nail found for corner near the center of County Road 164, said point being the southwest corner of a tract of land conveyed to R & L Knipe Resources Tract, recorded in Volume 4697, Page 1782, of the Deed Records of Collin County, Texas.

THENCE South 89 degrees 56 minutes 56 seconds West, along the near center of said County Road 164 and the south line of said tract, a distance of 1768.09 feet to a 1/2 inch iron rod found for corner in said County Road, said point also being the southeast corner of Bloomdale estates, an addition to the City of McKinney, as recorded in Cabinet J, Page 981 of the Map records of Collin County, Texas;

THENCE North 00 degrees 56 minutes 19 seconds West, along the east line of said Bloomdale Estates, passing a 1/2 inch iron rod found for the southeast corner of Lot 10 at 60 feet, and continuing for a total distance of 1749.40 feet to a 1/2 inch iron rod found for the northeast corner of said Bloomdale Estates, said point also being the southeast corner of a tract of land conveyed to McKinney I.S.D., as recorded in Instrument number 20120402000380350, of the Official Public Records of Collin County, Texas;

THENCE North 00 degree 51 minutes 28 seconds West, along the east line of said McKinney I.S.D. tract, passing a 1/2 inch iron rod with cap stamped "R.P.L.S. 3963" found for the northeast corner of said McKinney I.S.D. tract, and the southeast corner of a tract of land conveyed to McKinney I.S.D., as recorded in Instrument number 20120402000380350, and continuing for a total distance of 1275.59 feet to a 5/8 inch iron rod found with cap stamped "KHA", said point lying on the south line of a tract of land conveyed to McKinney Ranch,

Ltd., as recorded in Instrument number 20060208000170600, of the Official Public Records of Collin County, Texas;

THENCE North 00°43'53" West a distance of 1307.74 feet to a 1/2" iron rod with cap marked "RPLS 3963" found in the south line of a tract of land described in a deed to Baylor Health Care System as "Tract Two," recorded in Volume 5848, Page 4498, Land Records, Collin County, Texas;

THENCE South 89 degrees, 26 minutes, 33 seconds West, along the common line of said Tract two and McKinney Ranch tract, passing a ½ inch iron rod with cap stamped "R.P.L.S. 3963" found for the southwest corner of said Tract two, the southeast corner of said Tract one, a northwest corner of said McKinney Ranch tract, and the northeast corner of a tract of land conveyed to McKinney Independent School District as recorded in instrument number 20120402000380350, of the Official Public Records of Collin County, Texas at a distance of 1230.34 feet, and continuing along the common line of said Tract two and said McKinney Independent School District, for a total distance of 763.48 feet to a 1/2 inch iron rod with cap stamped "R.P.L.S. 396311 found for the southwest corner of said Tract one and the southeast corner of a tract of land conveyed to Thomas A. Helsley recorded in Volume 5848, Page 4493, Deed Records of Collin County, Texas; THENCE South 89 degrees 27 minutes 36 seconds West along the common line of said Helsley tract and said M.I.S.D. tract, a distance of 1169.89 feet to a 1/2 inch iron rod with cap stamped "R.P.L.S. 3963" found for the southwest corner of said Helsley tract lying on the east right-of-way line of F.M. Highway No. 1461 (variable width right-of-way);

THENCE North 00 degrees 06 minutes 23 seconds East along the east line of said F.M. 1461, a distance of 107.58 feet to a 1/2 inch iron rod with red cap found for corner at an angle point in same;

THENCE South 89 degrees 53 minutes 37 seconds East continuing along said East line of F.M. 1461, a distance of 19.67 feet to an inner ell corner of said Helsley tract lying on the east line of County Road 166 (variable width right-of-way);

THENCE North 00 degrees 46 minutes 08 seconds West along the east line of said County Road 166, a distance of 663.23 feet to the most westerly northwest corner of said Helsley tract, same being the southwest corner of a tract of land to Jack Geren as recorded in Volume 830, Page 770 of the Deed Records of Collin County, Texas;

THENCE North 89 degrees 19 minutes 27 seconds East along the common line of said Geren tract and said Helsley tract, a distance of 356.14 feet to a 1/2 inch iron rod found for an inner ell corner of same;

THENCE North 00 degrees 31 minutes 34 seconds West continuing along said Common line, a distance of 208.33 feet to a "PK" nail found near the center of said asphalt road called Geren Trail, said point being the most northerly northwest corner of said Helsley tract, and the northeast corner of said Geren tract;

THENCE North 89 degrees 26 minutes 30 seconds East along the north line of said Helsley tract and said Geren Trail, a distance of 795.15 feet to a point near the center of an asphalt road called Geren Trail, said point being the northeast corner of said Helsley tract and the northwest corner of a tract of land to McKinney Ranch, LTD. as recorded in Instrument Number 20140108000018880 of the Official Public Records of Collin County, Texas, from which a 1/2 inch iron rod with cap stamped "R.P.L.S. 3963" found at an angle point on the north line of said McKinney Ranch tract bears North 89 degrees 26 minutes 30 seconds East a distance of 115.63 feet;

THENCE North 89 degrees 26 minutes 29 seconds East, along the near center of said asphalt road, and the north line of said Tract one, a distance of 115.63 feet to a ½ inch iron rod with cap stamped "R.P.L.S. 3963" found for corner at an angle point;

THENCE North 88 degrees 52 minutes 48 seconds East, leaving said asphalt road, and continuing along the north line of said Tract one, a distance of 640.35 feet to a 12 inch wood fence post found for corner from which a 60D nail found fore reference bears North 14 degrees 09 minutes 44 seconds East, 0.69 feet, said point also being the northwest corner of the aforementioned Tract two;

THENCE North 89 degrees 28 minutes 42 seconds East, along the north line of said Tract two, a distance of 1234.62 feet to a ½ inch iron rod with cap stamped "R.P.L.S. 3963" found for the northeast corner of said Tract two, and the northwest corner of a tract of land conveyed to McKinney Ranch, LTD., as recorded in instrument number 20060208000170600, of the Official Public Records of Collin County, Texas;

THENCE North 89°14'20" East with the south line of said Paul H. Powell III passing at 40.07 feet a 1/2" iron rod found at the southeast corner of said Paul H. Powell III and continuing for a total distance of 512.56 feet to a

1/2" iron rod found at the southeast corner of a tract of land described in a deed to Harris Living Trust recorded in Volume 5272, Page 4335, Land Records, Collin County, Texas;

THENCE with the east line of said Harris Living Trust and along the general course of a barbwire fence the following calls:

North 00°12'24" West a distance of 583.36 feet to a 5/8" iron rod with red cap marked KHA set for corner;

North 00°04'15" West a distance of 407.78 feet to a 5/8" iron rod with red cap marked KHA set for corner;

North 00°32'47" West a distance of 436.72 feet to a 5/8" iron rod with red cap marked KHA set for corner;

North 00°12'16" West a distance of 186.87 feet to a 5/8" iron rod with red cap marked KHA set for corner;

North 00°23'27" West passing at 365.71 a one inch iron pipe found and continuing for a total distance of 386.47 feet to a point for corner in the centerline of a branch of Honey Creek; THENCE along the centerline of said branch of Honey Creek and with the north line of said Harris Living Trust the following calls:

South 72°44'03" West a distance of 125.12 feet to a point for corner;

South 39°28'31" West a distance of 51.51 feet to a point for corner;

South 63°44'23" West a distance of 33.10 feet to a point for corner;

South 37°57'37" East a distance of 16.98 feet to a point for corner;

South 36°15'42" West a distance of 19.80 feet to a point for corner;

South 64°35'28" West a distance of 58.39 feet to a point for corner;

South 45°31'42" West a distance of 49.55 feet to a point for corner;

South 32°41'45" West a distance of 59.25 feet to a point for corner;

South 40°51'22" West a distance of 121.61 feet to a point for corner;

South 63°34'40" West a distance of 29.23 feet to a point for corner;

North 85°58'05" West a distance of 58.96 feet to a 1/2" iron rod found at the northeast corner of a tract of land described in a deed to David G. Neeley et ux. Rebecca R. Neeley recorded in Clerk's File Number 94-0025775, Land Records, Collin County, Texas;

THENCE continuing along the centerline of said branch of Honey Creek and with the north line of said David G. Neeley the following calls:

North 89°22'35" West a distance of 72.02 feet to a point for corner;

South 04°40'00" East a distance of 35.21 feet to a point for corner;

South 74°50'15" West a distance of 17.33 feet to a point for corner;

North 55°04'13" West a distance of 28.87 feet to a point for corner;

South 23°44'27" West a distance of 123.52 feet to a point for corner;

South 70°54'12" West a distance of 114.56 feet to a point for corner;

North 35°39'13" West a distance of 79.19 feet to a point for corner;

North 63°08'32" West a distance of 45.46 feet to a point for corner;

South 72°46'07" West a distance of 86.38 feet to a point for corner;

South 38°40'25" West a distance of 22.63 feet to a point for corner;

North 68°32'11" West a distance of 102.53 feet to a point for corner;

South 44°03'04" West a distance of 58.73 feet to a 3/4" iron rod found at the northeast corner of a tract of land described in a deed to Keith E. and Lori Harrell recorded in Volume 4440, Page 3021, Land Records, Collin County, Texas,

THENCE continuing along the centerline of said branch of Honey Creek and with the north line of said Keith E. and Lori Harrell the following calls:

South 79°23'13" West a distance of 37.51 feet to a point for corner;

North 47°32'40" West a distance of 42.44 feet to a point for corner;

North 72°28'18" West a distance of 70.08 feet to a point for corner;

North 56°53'01" West a distance of 66.46 feet to a point for corner;

South 78°07'59" West a distance of 46.04 feet to a point for corner;

South 43°04'56" West a distance of 48.94 feet to a point for corner;

North 74°10'51" West a distance of 125.61 feet to a point for corner;

North 33°01'17" West a distance of 74.85 feet to a point for corner;

North 68°29'44" West a distance of 29.01 feet to a point for corner;

North 07°25'52" West a distance of 40.54 feet to a point for corner;

North 40°02'58" West a distance of 94.29 feet to a point for corner;

South 84°39'58" West a distance of 22.04 feet to a point for corner;

North 59°26'17" West a distance of 40.20 feet to a point for corner;

North 15°49'55" West a distance of 23.01 feet to a point for corner;

North 48°27'36" West a distance of 47.23 feet to a point for corner;

North 59°18'49" West a distance of 101.75 feet to a point in the east line of a tract of land described in a deed to Wanda L. Fisher et al. recorded in Volume 374, Page 532, Deed Records, Collin County, Texas;

THENCE North 00°55'28" West departing the centerline of said branch of Honey Creek and with the east line of said Wanda L. Fisher tract and along a barbwire fence a distance of 720.60 feet to a 5/8" iron rod with red cap marked KHA set for corner;

THENCE South 89°17'46" West along the general course of a barbwire fence a distance of 713.22 feet to a PK nail found at the base of a fence post at the southeast corner of a tract of land described in a deed to Harold D. Johnson recorded in Volume 2587, Page 727, Land Records, Collin County, Texas;

THENCE North 00°23'33" West with the east line of said Harold D. Johnson and along a barbwire fence passing at 466.07 feet a 5/8" iron rod found at the northeast corner of said Harold D. Johnson and continuing for a total distance of 1350.72 feet to a wood fence post found at the northeast corner of a tract of land described in a deed to Trilby Hurst Affidavit Of Heirship recorded in Clerk's File Number 93-0064796, Land Records, Collin County, Texas;

THENCE South 89°52'55" West with the north line of said Trilby Hurst a distance of 467.83 feet to a point for corner in the centerline of Davidson's Branch;

THENCE departing the north line of said Trilby Hurst and along the centerline of said Davidson's Branch the following calls:

North 48°11'00" East a distance of 222.94 feet to a point for corner;

North 15°55'35" East a distance of 104.74 feet to a point for corner;

North 55°42'39" East a distance of 57.02 feet to a point for corner;

North 39°45'09" East a distance of 63.93 feet to a point for corner;

North 01°45'38" East a distance of 152.13 feet to a point for corner;

North 28°32'35" East a distance of 35.53 feet to a point for corner;

North 80°45'09" East a distance of 85.74 feet to a point for corner;

North 04°37'13" East a distance of 87.05 feet to a point for corner;

North 61°36'30" East a distance of 71.17 feet to a point for corner;

South 77°42'39" East a distance of 11.98 feet to a point for corner;

South 22°51'06" East a distance of 31.69 feet to a point for corner in the 1966 Survey Of Common Line Between The Hannah Helen Hochman 24 Acres And The H.C. Franklin 43 Acres recorded in Volume 683, Page 154 Land Records, Collin County, Texas;

THENCE North 00°14'13" West with said Survey Of Common Line passing at 50.00 feet a 1/2" iron rod found at the base of a wood fence post, passing at 248.84 feet a 1/2" iron rod found at the northeast corner of a tract of land described in a deed to Raymond V. Martin and Barbara H. Martin recorded in Volume 4340, Page 2489, Land Records, Collin County, Texas, and continuing for a total distance of 367.50 feet to a 5/8" iron rod with red cap marked KHA set for corner;

THENCE North 00°15'47" East continuing with said Survey Of Common Line a distance of 291.33 feet to the POINT OF BEGINNING and containing a total of 1648.596 acres of land more or less.

Exhibit B

NEIGHBORING PROPERTY

BEING A TRACT OF LAND LOCATED IN THE LORENZO D. DAVIDSON SURVEY, ABSTRACT NUMBER 285, COLLIN COUNTY, TEXAS, BEING A TRACT OF LAND DESCRIBED AS TRACT 1 IN A DEED TO RONALD W. FISHER, LINDA C. GHORMLEY, NINA R. MCCLELLAN, TIMOTHY L. FISHER, AND MAY L. YOUREE, RECORDED IN INSTRUMENT NUMBER 202000724001163450, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO RONALD W. FISHER AND CARLA K. FISHER, RECORDED IN VOLUME 1736, PAGE 237 DEED RECORDS, COLLIN COUNTY, TEXAS (D.R.C.C.T.);

BEGINNING AT A POINT IN THE NORTH LINE OF SAID TRACT 1, AND IN THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO HAROLD D. JOHNSON AND JUDITH A. JOHNSON, RECORDED IN VOLUME 2587, PAGE 727, D.R.C.C.T., BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED AS PARCEL 6A IN A DEED TO THE COUNTY OF COLLIN, RECORDED IN VOLUME 5852, PAGE 3906, D.R.C.C.T., BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO THE COUNTY OF COLLIN, RECORDED IN VOLUME 5837, PAGE 2408, D.R.C.C.T., AND BEING IN THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 166 (120' RIGHT-OF-WAY);

THENCE N 88°54'47" E, DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 166, ALONG THE NORTH LINE OF SAID TRACT 1 AND THE SOUTH LINE OF SAID JOHNSON TRACT, 1187.48 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID JOHNSON TRACT AND A SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO MCKINNEY RANCH, LTD., RECORDED IN INSTRUMENT NUMBER 20060208000170600, O.P.R.C.C.T.;

THENCE N 88°57'04" E, CONTINUING ALONG THE NORTH LINE OF SAID TRACT 1 AND A SOUTH LINE OF SAID MCKINNEY RANCH TRACT, A DISTANCE OF 715.68 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "RPLS 6129", BEING THE NORTHEAST CORNER OF SAID TRACT 1 AND A RE-ENTRANT CORNER OF SAID MCKINNEY RANCH TRACT;

THENCE S 00°32'05" E, ALONG THE EAST LINE OF SAID TRACT 1 AND AN EAST LINE OF SAID MCKINNEY RANCH TRACT, A DISTANCE OF 724.19 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "RPLS 6129", SAID IRON ROD BEING A NORTH CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO DON B. CARMICHAEL AND WANDA H. CARMICHAEL, RECORDED IN INSTRUMENT NUMBER 20190628000758670, O.P.R.C.C.T.;

THENCE DEPARTING A WEST LINE OF SAID MCKINNEY RANCH TRACT AND ALONG THE EAST LINE OF SAID TRACT 1 AND THE WEST LINE OF SAID CARMICHAEL TRACT AS FOLLOWS:

- 1) N 80°05'08" W, 39.17 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "RPLS 6129";
- 2) S 56°33'42" W, 25.22 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "RPLS 6129";
- 3) S 89°59'15" W, 4.27 FEET TO A 5/8" IRON ROD FOUND;

- 4) S 18°48'23" W, 423.79 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "RPLS 6129";
- 5) S 18°18'58" W, 470.05 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "RPLS 6129";
- 6) S 17°39'47" W, A DISTANCE OF 317.32 FEET TO A POINT;
- 7) S 15°14'58" W, 287.84 FEET TO A 5/8" IRON ROD FOUND;
- 8) S 15°16'06" W, 71.73 FEET TO A POINT;
- 9) S 14°00'15" W, 452.72 FEET TO A POINT, BEING THE SOUTHEAST CORNER OF SAID TRACT 1, AND IN THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO MCKINNEY RANCH, LTD., RECORDED IN INSTRUMENT NUMBER 20140108000018880, O.P.R.C.C.T.;

THENCE S 89°26'13" W, ALONG THE SOUTH LINE OF SAID TRACT 1, AND THE NORTH LINE OF SAID MCKINNEY RANCH TRACT, RECORDED IN INSTRUMENT NUMBER 20140108000018880, O.P.R.C.C.T., AT 76.67 FEET PASSING THE NORTHWEST CORNER OF SAID MCKINNEY RANCH TRACT, RECORDED IN INSTRUMENT NUMBER 20140108000018880, O.P.R.C.C.T., AND THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO MCKINNEY RANCH, LTD., RECORDED IN INSTRUMENT NUMBER 20150731000958250, O.P.R.C.C.T., AND CONTINUING IN ALL A TOTAL DISTANCE OF 871.82 FEET TO A POINT, BEING THE NORTHWEST CORNER OF SAID MCKINNEY RANCH TRACT, RECORDED IN INSTRUMENT NUMBER 20150731000958250, O.P.R.C.C.T., AND THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO JACK GEREN, RECORDED IN VOLUME 830, PAGE 770, D.R.C.C.T.;

THENCE S 89°23'16" W, ALONG THE SOUTH LINE OF SAID TRACT 1 AND THE NORTH LINE OF SAID GEREN TRACT, 357.12 FEET TO A POINT, BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO THE STATE OF TEXAS, RECORDED IN 20210422000811780, O.P.R.C.C.T., THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED AS PARCEL 6B IN A DEED TO THE COUNTY OF COLLIN, RECORDED IN VOLUME 5852, PAGE 3906, D.R.C.C.T., AND BEING IN THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 166, AND FROM WHICH A 5/8" IRON ROD FOUND BEARS N 45°52' E, 0.9 FEET, AND ALSO FROM WHICH A 5/8" IRON ROD FOUND WITH A CAP STAMPED "TXDOT" BEARS S 00°45'38" E, 159.10 FEET;

THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 166 AS FOLLOWS:

- 1) N 00°45'38" W, 1961.33 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE RIGHT;
- 2) NORTHERLY, AN ARC LENGTH OF 45.81 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 9940.35 FEET, A DELTA ANGLE OF 00°15'51", AND A CHORD BEARING OF N 00°37'43" W, 45.81 FEET TO A POINT;

- 3) N 00°29'48" W, AT 275.12 FEET PASSING A 3/8" IRON ROD FOUND, SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID COUNTY OF COLLIN PARCEL 6B, THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO COUNTY OF COLLIN, RECORDED IN VOLUME 5852, PAGE 3886, D.R.C.C.T., AND AT 483.83 FEET PASSING THE THE NORTHEAST CORNER OF SAID COUNTY OF COLLIN TRACT, RECORDED IN VOLUME 5852, PAGE 3886, D.R.C.C.T., AND THE SOUTHEAST CORNER OF SAID COUNTY OF COLLIN PARCEL 6A, FROM WHICH A 5/8" IRON ROD FOUND WITH A CAP STAMPED "RPLS 6129" BEARS N 00°29'38" W, 0.75 FEET, AND CONTINUING IN ALL A TOTAL DISTANCE OF 618.20 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE RIGHT, FROM WHICH A 5/8" IRON ROD FOUND WITH A CAP STAMPED "RPLS 6129" BEARS
N 00°29'41" W, 0.96 FEET;
- 4) NORTHERLY, AN ARC LENGTH OF 18.86 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 24,940.00 FEET, A DELTA ANGLE OF 00°02'36", AND A CHORD BEARING OF N 00°28'12" W, 18.86 FEET TO THE PLACE OF BEGINNING AND CONTAINING 98.679 ACRES (4,298,466 SQUARE FEET) OF LAND, MORE OR LESS.

Exhibit C UTILITY PROJECT MAP

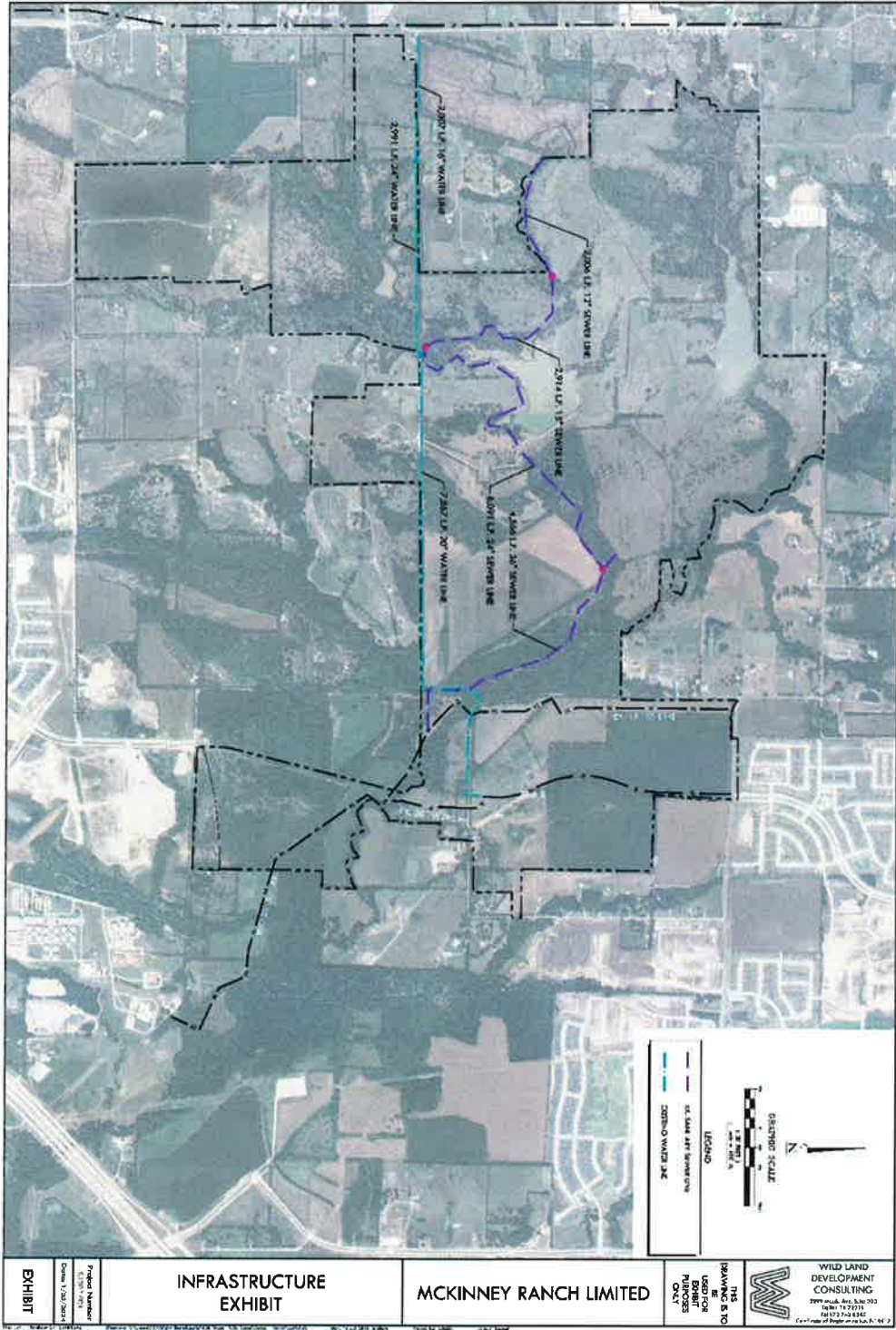


Exhibit D

INTENTIONALLY OMITTED

Exhibit E

COSTS FOR ELIGIBLE PROJECTS

Project: Honey Creek Utilities
City of McKinney
Collin County, Texas
Client Name: McKinney Ranch Limited
ATTN: Brandon Opiela
Prepared by: Wild LDC

Client #: 01002
Job #: 001
Initials: LAW
Date: 7/15/2024

GENERAL CONDITIONS

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Mobilization	1.0	LS	\$ 75,000.00	\$ 75,000.00
Traffic Control	1.0	LS	\$ 12,000.00	\$ 12,000.00
				\$ 76,000.00

EROSION CONTROL

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Reinforced Sill Fence (Steel Posts)	-	L.F.	\$ 3.00	\$ -
Rock Check Dam	7	EA	\$ 890.00	\$ 6,230.00
Construction Entrance	5	L.F.	\$ 9,500.00	\$ 47,500.00
Hydro Seed	5	AC	\$ 15,000.00	\$ 75,000.00
				\$ 128,730.00

WATER

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
6" PVC Waterpipe (Type C900 DR-18)	85	L.F.	\$ 120.00	\$ 10,200.00
12" PVC Waterpipe (Type C900 DR-18)	13,988	L.F.	\$ 135.00	\$ 1,888,380.00
20" PVC Waterpipe (Type C900 DR-18)	-	L.F.	\$ 184.50	\$ -
24" PVC Waterpipe (Type C900 DR-18)	-	L.F.	\$ 236.99	\$ -
Connect to Ex. 8" Waterline	1	EA	\$ 3,500.00	\$ 3,500.00
Connect to Ex. 24" Waterline	1	EA	\$ 8,000.00	\$ 8,000.00
Connect to Ex. 36" Waterline	1	EA	\$ 10,000.00	\$ 10,000.00
Fire Hydrant Assembly	15	EA	\$ 10,000.00	\$ 150,000.00
6" Valve	15	EA	\$ 3,000.00	\$ 45,000.00
12" Valve	16	EA	\$ 3,800.00	\$ 60,800.00
20" Valve	-	EA	\$ 8,800.00	\$ -
24" Valve	-	EA	\$ 4,150.00	\$ -
36" Valve	1	EA	\$ 60,000.00	\$ 60,000.00
Blow Off Valve	7	EA	\$ 12,500.00	\$ 87,500.00
Air Release Valve	6	EA	\$ 22,500.00	\$ 135,000.00
18" Diameter Bore	21	L.F.	\$ 1,350.00	\$ 28,350.00
30" Diameter Bore	-	L.F.	\$ 1,670.00	\$ -
18" Steel Encasement	379	L.F.	\$ 185.00	\$ 70,115.00
27" Steel Encasement	-	L.F.	\$ 311.00	\$ -
Trench Safety	14,073	L.F.	\$ 5.00	\$ 70,365.00
Fillings (1ton/1000 LF of pipe)	14.07	EA	\$ 5,000.00	\$ 70,365.00
				\$ 2,694,975.00

OTHER DEVELOPMENT FEES

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
Professional Fees (eng., surveying, etc.) 10% const. costs	1	L.S.		\$ 289,870.50
Maint. Perfm, Pymt Bonds (Assume 2% of Const. Costs)	1	L.S.		\$ 57,974.10
				\$ 347,844.60

CITY FEES

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Inspection Fees (3.5% of Construction Costs)	1	L.S.		\$ 101,454.68
				\$ 101,454.68

DESCRIPTION				TOTAL COST
Earthwork				\$ 75,000.00
Erosion Control				\$ 128,730.00
Water				\$ 2,694,875.00
Other Development Fees				\$ 347,844.60
City Fees				\$ 101,454.68
Contingencies (Assume 12.5% of Constr. Costs)				\$ 362,338.13
GRAND TOTAL				\$ 3,710,342.40

Assumptions:

1. This Opinion of Probable Cost (OPC) is generally based upon the construction documents by Cross Engineering Dated 9/29/2023
2. Quantities are preliminary and subject to final approval of construction plans by the City of McKinney
3. The Client shall review and approve all quantities and unit prices prior to use of this OPC.
4. This OPC is not intended to serve as a comprehensive and complete analysis of all development and construction costs. Any items not specifically noted in this OPC shall be added by the Client.
5. Construction management fees are not included.
6. This OPC assumes that relocation of any underground or overhead franchise utilities, other than specifically noted, on or adjacent to the site is not necessary or the client will budget for such accordingly.
7. This OPC is based on the Geotechnical exploration by Altha Testing dated December 15, 2023.

Project: Honey Creek Utilities
City of McKinney
Collin County, Texas
Client Name: McKinney Ranch Limited
ATTN: Brandon Opiela
Prepared by: Wild LDC

Client #: 01002
Job #: 001
Initials: LAW
Date: 7/15/2024

GENERAL CONDITIONS

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Mobilization	1.0	LS	\$ 75,000.00	\$ 75,000.00
Traffic Control	1.0	LS	\$ 12,000.00	\$ 12,000.00
				\$ 75,000.00

EROSION CONTROL

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Reinforced Silt Fence (Steel Posts)	17,972	L.F.	\$ 3.00	\$ 53,914.50
Rock Check Dam	7	EA.	\$ 890.00	\$ 6,230.00
Construction Entrance	5	L.F.	\$ 9,500.00	\$ 47,500.00
Hydro Seed	5	AC.	\$ 15,000.00	\$ 75,000.00
				\$ 182,644.50

WATER

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
6" PVC Waterpipe (Type C900 DR-18)	85	L.F.	\$ 120.00	\$ 10,200.00
12" PVC Waterpipe (Type C900 DR-18)	-	L.F.	\$ 135.00	\$ -
16" PVC Waterpipe (Type C900 DR-18)	2,007	L.F.	\$ 160.00	\$ 321,120.00
20" PVC Waterpipe (Type C900 DR-18)	7,900	L.F.	\$ 184.50	\$ 1,457,550.00
24" PVC Waterpipe (Type C900 DR-18)	4,081	L.F.	\$ 236.99	\$ 967,156.19
Connect to Ex. 8" Waterline	1	EA.	\$ 3,500.00	\$ 3,500.00
Connect to Ex. 24" Waterline	1	EA.	\$ 8,000.00	\$ 8,000.00
Connect to Ex. 36" Waterline	1	EA.	\$ 10,000.00	\$ 10,000.00
Fire Hydrant Assembly	15	EA.	\$ 10,000.00	\$ 150,000.00
6" Valve	15	EA.	\$ 3,000.00	\$ 45,000.00
12" Valve	-	EA.	\$ 3,800.00	\$ -
20" Valve	13	EA.	\$ 8,600.00	\$ 111,800.00
24" Valve	5	EA.	\$ 4,150.00	\$ 20,750.00
36" Valve	1	EA.	\$ 60,000.00	\$ 60,000.00
Blow Off Valve	7	EA.	\$ 12,500.00	\$ 87,500.00
Air Release Valve	6	EA.	\$ 22,500.00	\$ 135,000.00
18" Diameter Bore	-	L.F.	\$ 1,350.00	\$ -
30" Diameter Bore	21	L.F.	\$ 1,670.00	\$ 35,070.00
18" Steel Encasement	-	L.F.	\$ 185.00	\$ -
27" Steel Encasement	379	L.F.	\$ 311.00	\$ 117,869.00
Trench Safety	12,066	L.F.	\$ 5.00	\$ 60,330.00
Fittings (1ton/1000 LF of pipe)	11.98	EA.	\$ 5,000.00	\$ 59,905.00
				\$ 3,650,550.19

OTHER DEVELOPMENT FEES

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
Professional Fees (eng., surveying, etc.) 10% const. costs	1	L.S.		\$ 390,819.47
Mainl. Perfm, Pymt Bonds (Assume 2% of Const. Costs)	1	L.S.		\$ 78,163.89
				\$ 468,983.36

CITY FEES

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Inspection Fees (3.5% of Construction Costs)	1	L.S.		\$ 136,786.81
				\$ 136,786.81

DESCRIPTION				TOTAL COST
Earthwork				\$ 75,000.00
Erosion Control				\$ 182,644.50
Water				\$ 3,650,550.19
Other Development Fees				\$ 468,983.36
City Fees				\$ 138,786.81
Contingencies (Assume 12.5% of Constr. Costs)				\$ 488,524.34
GRAND TOTAL				\$ 6,002,488.20

Assumptions:

1. This Opinion of Probable Cost (OPC) is generally based upon the construction documents by Cross Engineering Dated 9/29/2023
2. Quantities are preliminary and subject to final approval of construction plans by the City of McKinney
3. The Client shall review and approve all quantities and unit prices prior to use of this OPC.
4. This OPC is not intended to serve as a comprehensive and complete analysis of all development and construction costs. Any items not specifically noted in this OPC shall be added by the Client.
5. Construction management fees are not included.
6. This OPC assumes that relocation of any underground or overhead franchise utilities, other than specifically noted, on or adjacent to the site is not necessary or the client will budget for such accordingly.
7. This OPC is based on the Geotechnical exploration by Altha Testing dated December 15, 2023.

Sanitary Sewer Per the Master Plan to Serve the Entire Basin

Project: Honey Creek Utilities
City of McKinney
Collin County, Texas

Client Name: McKinney Ranch Limited

ATTN: Brandon Opiela

Prepared by: Wild LDC

Client #: 01002
Job #: 001

Initials: LAW
Date: 7/16/2024

GENERAL CONDITIONS

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Mobilization	1.0	LS	\$ 100,000.00	\$ 100,000.00
				\$ 100,000.00

EROSION CONTROL

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Reinforced Silt Fence (Steel Posts)	15,284	L.F.	\$ 3.00	\$ 45,852.00
Unclassified Excavation	42,000	C.Y.	\$ 12.00	\$ 504,000.00
				\$ 549,852.00

SANITARY SEWER

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
12" PVC Sewer Pipe (SDR-26)	2,006	L.F.	\$ 133.50	\$ 267,801.00
15" PVC Sewer Pipe (SDR-26)	280	L.F.	\$ 215.50	\$ 60,340.00
24 Solid Wall Green PVC	1,404	L.F.	\$ 300.00	\$ 421,200.00
36" Solid Wall Green PVC	4,274	EA.	\$ 500.00	\$ 2,137,000.00
12" Fused HDPE Sewer Pipe	10	L.F.	\$ 227.00	\$ 2,270.00
15" Fused HDPE Sewer Pipe	2,451	L.F.	\$ 324.00	\$ 794,124.00
24" Fused HDPE Sewer Pipe	4,859	L.F.	\$ 343.00	\$ 1,666,637.00
5' Manhole	14	EA.	\$ 19,800.00	\$ 277,200.00
5' Drop Manhole	-	EA.	\$ 21,500.00	\$ -
5' Manhole with Bolt Down Lid	6	EA.	\$ 20,100.00	\$ 120,600.00
5' Manhole Type S	3	EA.	\$ 32,400.00	\$ 97,200.00
6' Manhole	3	EA.	\$ 24,800.00	\$ 74,400.00
6' Drop Manhole	1	EA.	\$ 27,600.00	\$ 27,600.00
6' Manhole with Bolt Down Lid	9	EA.	\$ 25,900.00	\$ 233,100.00
6' Manhole Type S	2	EA.	\$ 36,100.00	\$ 72,200.00
5' Manhole (Additional Depth >12')	117	V.F.	\$ 456.00	\$ 53,352.00
6' Manhole (Additional Depth >12')	64	V.F.	\$ 674.00	\$ 43,136.00
12" Sewer Pipe (additional depth >12')	-	V.F.	\$ 7.50	\$ -
15" Sewer Pipe (additional depth >12')	2,458	V.F.	\$ 8.50	\$ 20,893.00
24" Sewer Pipe (additional depth >12')	59,273	V.F.	\$ 10.50	\$ 622,366.50
36" Sewer Pipe (additional depth >12')	1,545	V.F.	\$ 22.50	\$ 34,762.50
5' Manhole Mow Strip	23	EA.	\$ 2,720.00	\$ 62,560.00
6' Manhole Mow Strip	15	EA.	\$ 2,930.00	\$ 43,950.00
Trench Dam per NRCS	7	EA.	\$ 3,500.00	\$ 24,500.00
Trench Dam per City Detail	58	EA.	\$ 3,500.00	\$ 203,000.00
21" Steel Encasement	140	EA.	\$ 253.00	\$ 35,420.00
48" Steel Encasement	87	L.F.	\$ 569.00	\$ 49,503.00
				\$ 7,445,115.00

OTHER DEVELOPMENT FEES

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
Professional Fees (eng., surveying, etc.) 10% const. costs	1	L.S.		\$ 809,496.70
Maint. Perm. Pymt Bonds (Assume 2% of Const. Costs)	1	L.S.		\$ 161,899.34
				\$ 971,396.04

Sanitary Sewer Per the Master Plan to Serve the Entire Basin

CITY FEES

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Inspection Fees (3.5% of Construction Costs)	1	L.S.		\$ 283,323.85
				\$ 283,323.85

DESCRIPTION				TOTAL COST
Earthwork				\$ 100,000.00
Erosion Control				\$ 549,852.00
Water				\$ 7,445,115.00
Other Development Fees				\$ 971,396.04
City Fees				\$ 283,323.85
Contingencies (Assume 12.5% of Constr. Costs)				\$ 1,011,870.88
GRAND TOTAL				\$ 10,361,667.76

Assumptions:

1. This Opinion of Probable Cost (OPC) is generally based upon the construction documents by Cross Engineering Dated 10/3/2023
2. Quantities are preliminary and subject to final approval of construction plans by the City of McKinney
3. The Client shall review and approve all quantities and unit prices prior to use of this OPC.
4. This OPC is not intended to serve as a comprehensive and complete analysis of all development and construction costs. Any items not specifically noted in this OPC shall be added by the Client.
5. Construction management fees are not included.
6. This OPC assumes that relocation of any underground or overhead franchise utilities, other than specifically noted, on or adjacent to the site is not necessary or the client will budget for such accordingly.
7. This OPC is based on the Geotechnical exploration by Alpha Testing dated December 15, 2023.

Sanitary Sewer Necessary to Serve the Property and Neighboring Property

Project: Honey Creek Utilities
 City of McKinney
 Collin County, Texas

Client Name: McKinney Ranch Limited
ATTN: Brandon Opiela

Prepared by: Wild LDC

Client #: 01002
Job #: 001

Initials: LAW
Date: 7/16/2024

GENERAL CONDITIONS

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Mobilization	1.0	LS	\$ 100,000.00	\$ 100,000.00
				\$ 100,000.00

EROSION CONTROL

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Reinforced Silt Fence (Steel Posts)	15,282	L.F.	\$ 3.00	\$ 45,846.00
Unclassified Excavation	42,000	C.Y.	\$ 12.00	\$ 504,000.00
				\$ 549,846.00

SANITARY SEWER

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
12" PVC Sewer Pipe (SDR-26)	2,008	L.F.	\$ 133.50	\$ 267,801.00
15" PVC Sewer Pipe (SDR-26)	566	L.F.	\$ 215.50	\$ 121,973.00
24" Solid Wall Green PVC	1,404	L.F.	\$ 300.00	\$ 421,200.00
36" Solid Wall Green PVC	658	EA.	\$ 475.00	\$ 312,550.00
30" Solid Wall Green PVC	3,615	EA.	\$ 350.00	\$ 1,265,250.00
12" Fused HDPE Sewer Pipe	10	L.F.	\$ 227.00	\$ 2,270.00
15" Fused HDPE Sewer Pipe	2,165	L.F.	\$ 324.00	\$ 701,460.00
21" Fused HDPE Sewer Pipe	3,106	L.F.	\$ 333.00	\$ 1,034,298.00
24" Fused HDPE Sewer Pipe	1,752	L.F.	\$ 343.00	\$ 600,936.00
5' Manhole	14	EA.	\$ 19,800.00	\$ 277,200.00
5' Drop Manhole	-	EA.	\$ 21,500.00	\$ -
5' Manhole with Bold Down Lid	6	EA.	\$ 20,100.00	\$ 120,600.00
5' Manhole Type S	3	EA.	\$ 32,400.00	\$ 97,200.00
6' Manhole	3	EA.	\$ 24,800.00	\$ 74,400.00
6' Drop Manhole	1	EA.	\$ 27,600.00	\$ 27,600.00
6' Manhole with Bolt Down Lid	9	EA.	\$ 25,900.00	\$ 233,100.00
6' Manhole Type S	2	EA.	\$ 36,100.00	\$ 72,200.00
5' Manhole Additional Depth (>12')	117	V.F.	\$ 456.00	\$ 19,856
6' Manhole Additional Depth (>12')	64	V.F.	\$ 674.00	\$ 43,136.00
12" Sewer Pipe (>12')	-	V.F.	\$ 7.50	\$ -
15" Sewer Pipe (>12')	2,458	V.F.	\$ 8.50	\$ 20,893.00
21" Sewer Pipe (>12')	39,713	V.F.	\$ 9.00	\$ 357,416.19
24" Sewer Pipe (>12')	19,856	V.F.	\$ 10.50	\$ 208,492.78
30" Sewer Pipe (>12')	1,545	V.F.	\$ 16.00	\$ 24,720.00
36" Sewer Pipe (>12')	-	V.F.	\$ 22.50	\$ -
5' Manhole Mow Strip	38	EA.	\$ 2,720.00	\$ 103,360.00
6' Manhole Mow Strip	-	EA.	\$ 2,930.00	\$ -
Trench Dam per NRCS	7	EA.	\$ 3,500.00	\$ 24,500.00
Trench Dam per City Detail	58	EA.	\$ 3,500.00	\$ 203,000.00
21" Steel Encasement	227	EA.	\$ 253.00	\$ 57,431.00
48" Steel Encasement	-	L.F.	\$ 569.00	\$ -
				\$ 6,692,843.42

Sanitary Sewer Necessary to Serve the Property and Neighboring Property

OTHER DEVELOPMENT FEES

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
Professional Fees (eng., surveying, etc.) 10% const. costs	1	L.S.		\$ 734,268.94
Maint. Perfm, Pymt Bonds (Assume 2% of Const. Costs)	1	L.S.		\$ 146,853.79
				\$ 881,122.73

CITY FEES

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Inspection Fees (3.5% of Construction Costs)	1	L.S.		\$ 256,994.13
				\$ 256,994.13

DESCRIPTION				TOTAL COST
Earthwork				\$ 100,000.00
Erosion Control				\$ 549,846.00
Water				\$ 6,692,843.42
Other Development Fees				\$ 881,122.73
City Fees				\$ 256,994.13
Contingencies (Assume 12.5% of Constr. Costs)				\$ 917,836.18
GRAND TOTAL				\$ 9,388,642.46

Assumptions:

1. This Opinion of Probable Cost (OPC) is generally based upon the construction documents by Cross Engineering Dated 10/3/2023
2. Quantities are preliminary and subject to final approval of construction plans by the City of McKinney
3. The Client shall review and approve all quantities and unit prices prior to use of this OPC.
4. This OPC is not intended to serve as a comprehensive and complete analysis of all development and construction costs. Any items not specifically noted in this OPC shall be added by the Client.
5. Construction management fees are not included.
6. This OPC assumes that relocation of any underground or overhead franchise utilities, other than specifically noted, on or adjacent to the site is not necessary or the client will budget for such accordingly.
7. This OPC is based on the Geotechnical exploration by Alpha Testing dated December 15, 2023.