

FIRST AMENDMENT TO 2022 AMENDED AND RESTATED
PARK DEVELOPMENT AND DISBURSEMENT AGREEMENT

This First Amendment to 2022 AMENDED AND RESTATED PARK DEVELOPMENT AND DISBURSEMENT AGREEMENT (this "Agreement") entered into as of _____, 2023 (the "Effective Date"), is by and between TRINITY FALLS HOLDINGS, LP, a Delaware limited partnership, as assignee of CH-B Trinity Falls, LP., a Texas limited partnership ("Owner"), and the City of McKinney, Texas ("City").

WHEREAS, CH-B Trinity Falls, LP and the City entered into that certain 2012 Development Agreement effective December 4, 2012, recorded in the Real Property Records of Collin County on January 16, 2013, as Document Number 20130116000067920 (the "2012 Agreement") which was subsequently amended by that certain First Amendment to 2012 Development Agreement effective February 27, 2014, recorded in the Real Property Records of Collin County as Document Number 20140227000184320 (the "First Amendment"), and which was subsequently amended by that certain Second Amendment to 2012 Development Agreement effective November 1, 2016 (the "Second Amendment"), and which was subsequently amended by that certain Third Amendment to the 2012 Agreement effective November 1, 2017, recorded in the Real Property Records of Collin County on October 31, 2017, as Document Number 20171031001447780 (the "Third Amendment" and has been amended and restated in that certain 2022 Amended and Restated Development Agreement of even date herewith which collectively with the 2012 Agreement, the First Amendment, the Second Amendment and the Third Amendment are referred to as the "Development Agreement"; and

WHEREAS, Owner and CCD-PW, LLC, a Texas limited liability company ("CCD") is the owner of the property located along the East Fork of the Trinity River in Collin County, Texas, and generally depicted by the drawing attached as **Exhibit A** (the "Property");

WHEREAS, unless otherwise defined in this Agreement, defined terms used in this Agreement shall have the meanings given to such terms in the Development Agreement;

WHEREAS, Owner and CCD have agreed to develop an area containing not less than 350 acres located along the East Fork of the Trinity River as a park and open space (the "Park") open and available to the residents of the City and the general public in accordance with the terms of the Development Agreement; and

WHEREAS, the City and Owner desire to amend the Agreement to provide for flexibility in the approval of the shifting of park components between the Park Areas and to have a Term consistent with the Development Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, Owner and City agree as follows:

1. Section 1 is replaced in its entirety with the following:

Park Development. The Park will be developed in phases by reference to the "Park Areas" that are shown on the attached **Exhibit B** and the "Planning Units" that are shown on the attached **Exhibit C**. All improvements will be designed and constructed to applicable City standards and be of similar quality to Bonnie Wenk Park and Towne Lake Park based on plans and specifications approved by the City and, upon completion, all improvements shall receive a certificate of

occupancy or its equivalent from the City evidencing completion in accordance with applicable City standards. The plans and specifications for each phase of development will be accompanied by Owner's estimate of the costs. Prior to the design of Park Area 3, Owner shall prepare a concept plan covering Park Areas 3-7 to be utilized as a guide for review of such Areas. Each Park Area shall be completed within two (2) years after construction is commenced. Upon written request by Owner, the City Manager shall have the authority to approve the shifting of park improvements/components between Park Areas as long as the acreage amounts for such improvements/components remain the same. The Park will be open to the general public and each Park Area will include one or more of the following improvements as each of the Park Areas is developed:

- a. Parking facilities;
- b. Viewpoints or overlooks;
- c. Natural and interpretive trails;
- d. Ponds or lakes with fishing piers and boating/canoeing capability;
- e. Water features including waterfalls and cascades;
- f. Open air pavilions and picnic tables;
- g. Playgrounds;
- h. A 12-foot wide hard surface (concrete) primary hike and bike trails; with secondary hike and bike trails of decomposed granite or similar materials;
- i. Passive open-play fields;
- j. Connectivity to trail systems within the Property;
- k. Amphitheater; and
- l. Frisbee golf facility.

1.1 Park Area 1. Commence construction within Park Area 1 not later than 30 days after the completion and acceptance of the first phase of residential development within Planning Unit 1 of the following improvements: (1) nature trails and interpretive trails; (2) 12 foot wide hard surface (concrete) primary hike and bike trails; and (3) connectivity to trails systems within the Property.

1.2 Park Area 2. Commence construction within Park Area 2 not later than 30 days after the completion and acceptance of the adjacent/contiguous sections of the north half of Trinity Falls Parkway of the following improvements: (1) nature trails and interpretive trails; (2) 12 foot wide hard surface (concrete) primary hike and bike trails; and (3) connectivity to trails systems within the Property; and (4) optional playground equipment.

1.3 Park Area 3. Commence construction within Park Area 3 not later than 30 days after the issuance of the 400th building permit for a Dwelling Unit in Planning Unit 2 of the following improvements: (1) nature trails and interpretive trails; (2) 12 foot wide hard surface (concrete) primary hike and bike trails; and (3) connectivity to trails systems within the Property; (4) parking facilities; (5) viewpoints or overlooks; (6) ponds or lakes with fishing piers and boating/canoeing capability; (7) water features including optional water falls/cascades; (8) open air pavilions; (9) picnic tables; (10) passive open play fields; (11) optional amphitheater (may be deferred to Area 4); (12) frisbee golf facility; (13) restroom

facilities; and (14) playground equipment. Owner may request to substitute any component within this Area, which substitution shall be subject to the approval of the City in its sole discretion.

1.4 Park Area 4. Commence construction within Park Area 4 not later than 30 days after the issuance of the 675th building permit for a Dwelling Unit in Planning Unit 3 of the following improvements: (1) nature trails and interpretive trails; (2) 12 foot wide hard surface (concrete) primary hike and bike trails; and (3) connectivity to trails systems within the Property; (4) parking facilities; (5) ponds or lakes with fishing piers and boating/canoeing capability; (6) water features including optional water falls/cascades; (7) open air pavilions; (8) picnic tables; (9) passive open play fields; (10) amphitheater (if not already constructed in Park Area 3); (11) extension of the frisbee golf; (12) restroom facilities; and (13) playground equipment. Owner may request to substitute any component within this Area, which substitution shall be subject to the approval of the City in its sole discretion.

1.5 Park Area 5. Commence construction within Park Area 5 not later than 30 days after the issuance of the 1,000th building permit for a Dwelling Unit in Planning Unit 3 of the following improvements: (1) nature trails and interpretive trails; (2) 12 foot wide hard surface (concrete) primary hike and bike trails; and (3) connectivity to trails systems within the Property; (4) viewpoints or overlooks; (5) picnic tables; (6) extension of the frisbee golf; and (7) playground equipment. Owner may request to substitute any component within this Area, which substitution shall be subject to the approval of the City in its sole discretion.

1.6 Park Area 6. Commence construction of portions of Park Area 6 not later than 30 days after the earlier of completion and acceptance of (i) adjacent/contiguous development phases or (ii) adjacent/contiguous sections of the north half of Trinity Falls Parkway of the following improvements: (1) nature trails and interpretive trails; (2) 12 foot wide hard surface (concrete) primary hike and bike trails; and (3) connectivity to trails systems within the Property; and (4) optional playground equipment.

1.7 Park Area 7. Commence construction within Park Area 7 not later than 30 days after the issuance of the 250th building permit for a Dwelling Unit in Planning Unit 4 of the following improvements: (1) nature trails and interpretive trails; (2) 12 foot wide hard surface (concrete) primary hike and bike trails; and (3) connectivity to trails systems within the Property; (4) ponds or lakes with fishing piers and boating/canoeing capability; (5) water features including water falls/cascades; (6) picnic tables; (7) passive open play fields; and (8) playground equipment. Owner may request to substitute any component within this Area, which substitution shall be subject to the approval of the City in its sole discretion.

1.8 Park Area 8. Commence construction within Park Area 8 not later than 1 day after the issuance of a building permit for a Dwelling Unit in Planning Unit 9 of the following improvements: (1) nature trails and interpretive trails; (2) 12 foot wide hard surface (concrete) primary hike and bike trails; (3) connectivity to trails systems within the Property; (4) picnic tables; (5) passive open play fields; and (6) optional playground equipment. CCD may request to substitute any component within this Area, which substitution shall be subject to the approval of the City in its sole discretion.

2. All other provisions of the Agreement not amended herein shall remain in full force and effect for the Term of the Agreement. The parties hereto agree that this Agreement shall not be filed in any Public Records maintained by the County Clerk of Collin County, Texas.

IN WITNESS WHEREOF, the parties hereto, by their representatives duly authorized, have executed this Agreement as of the Effective Date.

ATTEST: City of McKinney, Texas

_____, City Secretary

By: _____
Name: Paul G. Grimes
Its: City Manager

Date: _____

APPROVED AS TO FORM:

City Attorney

TRINITY FALLS HOLDINGS, LP,
a Delaware limited partnership

By: Johnson Trinity Falls GP, LLC, a Texas
limited liability company, General Partner

By: _____

Name: _____

Title: _____