AFTER RECORDING, RETURN TO:

City Secretary
City of McKinney
P.O. Box 517
401 E. Virginia Street
McKinney, Texas 75069

City of McKinney, Texas
ANNEXATION FACILITIES AGREEMENT
For
Approximately 140.988 Acres of Land Situated in and about the Northeastern Quadrant of U.S. Highway 75 and Spur 195 Owned by One Longhorn Corporation and North Texas Natural Select Materials, LLC

This ANNEXATION FACILITIES AGREEMENT for approximately 140.988 acres of land situated in and about the northeastern quadrant of U.S. Highway 75 and Spur 195 (this "Agreement"), entered into effective the _____ day of _____, 2025, by and between the ***CITY OF McKINNEY***, a Texas municipal corporation and home-rule city ("CITY"), and ***ONE LONGHORN CORPORATION,*** a Texas corporation, whose address is 12400 Preston Road, Ste 100, Frisco, Texas 75033 ("OLC"), and ***NORTH TEXAS NATURAL SELECT MATERIALS, LLC***, a Texas limited liability company, whose address is 6500 Meyer Way, Ste 110, McKinney, Texas 75070 ("NTNSM"), (OLC and NTNSM together, collectively, "OWNERS"), witnesseth that:

WHEREAS, the OWNERS own certain real property more particularly described hereinbelow (the "Property") that is located within the extraterritorial jurisdiction of the CITY; and

WHEREAS, the OWNERS have requested the City Council to approve the annexation of the Property subject to the terms of this Agreement; and

WHEREAS, the physical location of the Property and the lack of adequate roadway and utility facilities to serve the Property demonstrate that infrastructure improvements will be required as a condition to development of the Property in the future; and

WHEREAS, OWNERS understand that prior to final platting the Property, the CITY's development standards and ordinances will require, except as specifically modified or deferred by this Agreement, the OWNERS to fund and construct certain roadway and utility improvements, as required by the CITY's Subdivision Regulations contained in Article 3 to the Unified Development Code in Chapter 150 of the Code of Ordinances, City of McKinney, Texas

(the "McKinney Code") then in effect that are necessitated by the development of the Property; and

WHEREAS, the OWNERS agree and enter into this Agreement which Agreement shall operate as a covenant running with the land and be binding upon the OWNERS, their respective representatives, grantees, assigns, successors, trustees and all others holding any interest now or in the future.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein the OWNERS and CITY agree as follows:

A. PROPERTY

This Agreement is for approximately One Hundred Forty and Nine Hundred Eighty-Eight/One Thousandths (±140.988) acres of land located in the extraterritorial jurisdiction (however, the subject of a pending annexation proceeding) of the City of McKinney, in the northeastern quadrant of U.S. Highway 75 and Spur 195, and is more fully described in Exhibit "A" and depicted in Exhibit "B" attached to this Agreement which are fully incorporated herein by reference (the "Property").

B. ANNEXATION

It is specifically understood and agreed that the Property is outside the CITY's corporate limits and that the CITY has not identified the Property in its Annexation Plan. OWNERS will complete all necessary actions for full annexation of the Property on or before December 16, 2025. **Also included in the OWNERS' timeline for full annexation of the Property into the CITY's corporate limits is the requirement that OWNERS and CITY shall have fully approved and executed this Agreement by no later than September 16, 2025.** It is further understood and agreed that the CITY does not currently have the public improvements in place to serve the Property. It is also understood and agreed that the CITY does not have any plans to improve or construct the roadways, extend the water, sanitary sewer and storm sewer lines, and construct the parks necessary to serve the Property. Neither does the CITY have the funds budgeted or otherwise available or projects and bonds approved by the voters to provide the public improvements necessary to serve the Property. **The OWNERS acknowledge that the Property is within the CITY's extra-territorial jurisdiction and represents to the CITY that the OWNERS have not engaged in any discussions or negotiations with any other city or town seeking to have the Property annexed into the extra-territorial jurisdiction or corporate limits of any municipality or town save and except the CITY. The OWNERS specifically understand and agree that the CITY shall have no obligation to design, extend, construct and provide the public improvements necessary to serve the Property and that should OWNERS desire to develop the Property prior to the time that adequate public improvements are on or adjacent to the Property, it shall be the OWNERS' responsibility and**

obligation to design, extend and construct such public improvements. The OWNERS do hereby, in exchange for the annexation of the Property, waive and hold harmless and agree to indemnify the CITY from and against any and all claims or demands that the CITY design, extend, construct and provide the public improvements necessary to serve the Property.

C. ZONING & PLATTING

1. The Property shall be zoned and platted in accordance with the requirements of Chapter 150 of the CITY's Code of Ordinances (the "Unified Development Code" or "UDC"), then in force, before any permit will be issued for the development of the Property.

2. The CITY shall process the zoning on the Property contemporaneously with the annexation of the Property. Pursuant to Tex. Loc. Gov't Code 212.172, the uses allowed and development standards to be applied within the Property shall be substantially similar to and governed by the following regulations (collectively, the "Governing Regulations"):

   (a) PD - Planned Development District as set forth in Section 204X of the UDC for light industrial or mixed-use development consisting of:

      i. Up to 900 multi-family residential dwelling units; and

      ii. A minimum of 25 acres of light industrial uses including distribution or distribution center; or

      iii. In the alternative to subparagraphs i and ii, above, the entirety of the Property may be used for light industrial uses; and

      iv. A prohibition against allowing any multi-family residential dwelling units within any area of the Property that is zoned or used for light industrial and nonresidential uses; and

      v. As depicted generally in the "Bubble Plan" attached hereto as Exhibit "C," and incorporated herein by reference for all purposes allowed by law; and

      vi. Subject to conformity to the Supplemental Development Standards attached hereto as Exhibit "D," and incorporated herein by reference for all purposes allowed by law; and

   (b) All other applicable provisions of the McKinney Code as hereby amended or hereafter amended.

OWNERS may adjust the location of the land uses allowed under the approved zoning on the Property and the location of development improvements to serve the Property as needed during detailed site design subject to the limit on the number of allowable multi-family residential dwelling units identified herein-above and the square footage requirements of all other land uses as identified herein-above and in the Supplemental Development Standards. In this regard, OWNERS and the CITY acknowledge and agree that the Bubble Plan attached hereto as Exhibit "C" is for conceptual purposes only and does not serve as a site plan that locks in and limits the actual development of the Property in a specific methodology.

3. Following the annexation of the Property into the corporate limits of the CITY and the approval of zoning on the Property, the OWNERS may proceed with development of the Property in accordance with the UDC, as it may be amended by this Agreement.

4. It is specifically understood and agreed by and between the OWNERS and CITY (collectively the "Parties") that the submission of a preliminary plat, a final plat, or conveyance plat (collectively "Plat") for the Property prior to the annexation and zoning of the Property in accordance with this Agreement shall make the Plat deemed "Administratively Incomplete" under the CITY's "Subdivision Regulations" as set out in Article 3 of the UDC, and as they may hereafter be amended. It is further specifically understood and agreed by and between the Parties that the submission of a Plat that does not conform to the CITY's Subdivision Regulations and Engineering Design Manual together with any variances thereto adopted by this Agreement regarding the Property shall make the Plat of any part of the Property deemed "Administratively Incomplete" under the CITY's Subdivision Regulations, and as they may hereafter be amended.

5. Following the annexation of the Property into the corporate limits of the CITY and the approval of zoning on the Property in accordance with the CITY's "Zoning Regulations," as set out in Article 2 of the UDC as it may be amended, and this Agreement, OWNERS will submit the preliminary plat or final plat for the Property that will be known as a part of McKinney Lakes (the "Development") in strict accordance with the CITY's Subdivision Regulations and Engineering Design Manual together with any variances thereto adopted by this Agreement regarding the Property and the CITY's Engineering Design Manual, and Standard Details for Construction. OWNERS hereby agree and confirm that OWNERS will develop the Property consistent with the approved final plat or record plat for McKinney Lakes (the "Record Plat").

D. UTILITIES AND PUBLIC IMPROVEMENTS

It is specifically agreed by CITY that upon annexation, OWNERS shall have the ability to access the CITY's water and wastewater infrastructure systems in order to provide necessary utilities to the Property subject to OWNERS' compliance with the CITY's Ordinances including, but not limited to, the UDC and the Utilities Chapter of the McKinney Code. OWNERS shall be responsible for the design, installation, and construction of all improvements necessary to serve the Property. It is specifically understood and agreed that additional studies will be necessary to determine the transportation, water, stormwater, and wastewater improvements needed to serve OWNERS' development of the Property. OWNERS intend to construct and/or make financial contributions to certain on-site and off-site public improvements (the "Improvements") necessary to serve the Property as developed in accordance with this Agreement and shall be eligible for impact fee credits for the OWNERS' construction and dedication to CITY of eligible facilities at no cost to CITY pursuant to the impact fee ordinance(s) then in effect.

All public improvements, including utilities, drainage structures and easements, roadways, sidewalks, hike and bike trails, street lighting, street signage, rights-of–ways, parkland dedication and all other required improvements and dedications shall be constructed and provided to the CITY by the OWNERS, at no cost to the CITY, in accordance with the CITY's Ordinances which are then in effect. The following provides a general description of the minimum construction requirements for roadways and utilities that may be required by OWNERS as a condition to development of the Property (subject to the City's approval of phases or partial development):

1. Traffic Impact Analysis. At the time of development, and prior to platting the Property and the issuance of any permits for the Property the OWNERS shall cause a Traffic Impact Analysis ("TIA"), if requested by the CITY, to be performed by a professional engineer acceptable to the CITY to determine capacity in and on the roadways in the vicinity of the Property and the ability of such roadways to support the traffic that will be generated by the OWNERS' proposed development of the Property. Such TIA shall also identify the offsite roadway improvements that must be constructed at a minimum to serve the OWNERS' proposed development of the Property in accordance with the CITY's Street Design Standards, then in effect.

   The TIA shall be performed at no cost to the CITY and will be subject to review and approval by the CITY Director of Engineering. The TIA will also be subject to review and approval by the Texas Department of Transportation ("TxDOT") if a TxDOT controlled roadway is involved. The CITY Director of Engineering shall have the right to require the OWNERS to perform additional TIA(s), at no cost to the CITY, if a significant amount of time has passed between the date the previous TIA was performed and the date the Property development commences or if the proposed

development of the Property changes from the development assumptions contained in the prior TIA or if in the opinion of the CITY Director of Engineering some other change in conditions has occurred which merits re-evaluation of an earlier TIA.

2. Off-site Roadway Level of Service. The OWNERS of the Property must maintain the greater of the then current Level of Service ("LOS") on the roadway system serving the Property or Level of Service "D" on the roadways between the Property and the nearest major roadway based on the anticipated traffic routes from/to the Property as approved by the CITY Director of Engineering. A major roadway is defined as an improved four-lane divided roadway ("Arterial Roadway" classification as defined by CITY), TxDOT maintained roadway, or US Highway (i.e., US 75 and US 380).

   (a) The OWNERS will be required to obtain and dedicate to the CITY, at no cost to the CITY, all rights-of-way and easements as may be necessary to construct any off-site roadway improvements identified on the TIA as being necessary to serve the OWNERS' proposed development of the Property.

   (b) The OWNERS will also be required to construct, at no cost to the CITY, any off-site roadway improvements that are identified on the TIA as being necessary to serve the OWNERS' proposed development of the Property in accordance with the CITY's Street Design Standards, then in effect, or as may be otherwise agreed by the CITY.

   (c) The CITY may, in its sole discretion, enter into a separate agreement with the OWNERS that will allow the OWNERS to fulfill their obligations under this Paragraph No. D(2) and also allow the CITY to make any additional roadway improvements that the CITY determines should be made in coordination with the OWNERS' off-site roadway improvements and which additional CITY roadway improvements are not identified in the TIA as being necessary to or required by the development of the Property.

   (d) The OWNERS must provide all appropriate documentation regarding the necessary rights-of-way and off-site roadway construction to the CITY Director of Engineering for approval.

3. Right-of Way Dedication. The OWNERS shall dedicate to the CITY, at no cost to the CITY, that amount of right-of-way along perimeter roadways adjacent to the Property which will yield at least one-half (½) of the ultimate right-of-way width that is not already dedicated by plat or legal instrument as road right-of-way, at such time as development occurs. If a Master Plan

roadway is situated on or across the Property, the OWNERS shall dedicate to the CITY the full right-of-way for such Master Plan roadway at such time as development occurs. The CITY will compensate the OWNERS for that portion of the Master Plan roadway right-of-way that is so dedicated and which is not roughly proportionate to the impact the development of the Property will have on the CITY's roadway system. The OWNERS shall dedicate all right-of-way for the interior streets serving the Property at the time of development. The OWNERS shall also dedicate all easements necessary for construction and safety purposes for roadways on the Property and perimeter roadways adjacent to the Property as required herein-above. Specific uses may require additional right-of-way dedication at the time of site plan approval. The final alignment of right-of-way dedications shall be consistent with the CITY's Thoroughfare Development Plan and as approved by the CITY Director of Engineering.

4. Roadway Plan Approval. All roadway construction plans shall be approved by the CITY's Engineer or his agent prior to approval of a Development Permit for any such Improvements.

5. Roadway Construction. The OWNERS shall construct, at no cost to the CITY, all required roadway improvements in accordance with the CITY's Subdivision Regulations and Engineering Design Manual, then in effect. In addition to complying with the CITY's ordinance and standards, the OWNERS shall also comply with TxDOT's standards and specifications when the roadway improvements are being made on along, about or to TxDOT roadways. In the event of a conflict between the CITY's requirements and TxDOT's requirements the OWNERS shall comply with the more stringent of those requirements.

   (a) Gravel and seal coat roadways are not acceptable.

   (b) Roadways along the anticipated traffic routes must be reinforced concrete pavement with appropriate subgrade treatment all of which items must be approved by the CITY Director of Engineering. The pavement on all such roadways must be designed for a minimum service life of thirty (30) years without the need for any major maintenance overhauls.

   (c) A pavement analysis shall be performed by the OWNERS, at no cost to the CITY, to determine the adequacy of the current pavement structure to handle the OWNERS' projected traffic along with existing traffic volumes and recommendations by the OWNERS must be made based upon the analysis for roadway improvements as needed. The OWNERS shall create a pavement design to handle the expected traffic volumes and other criteria as determined by the

circumstances surrounding the development of the Property and as approved by the CITY Director of Engineering.

(d) Additional roadway improvements may be required to maintain safe roadway conditions. The determination regarding what additional improvements may be necessary shall be based upon the engineering judgment of the CITY Director of Engineering and good engineering practices criteria.

(e) If the CITY has a project to construct any of the roadways for which the OWNERS are responsible, in whole or in part, the CITY and the OWNERS may enter into a separate agreement whereby the OWNERS are allowed, in the sole discretion of the CITY, to provide the CITY a cash escrow in an amount that will cover the OWNERS' roughly proportionate obligation for construction of such roadway(s) in lieu of constructing said roadway improvements.

6. Utility Easement Dedication. The OWNERS shall dedicate to the CITY, at no cost to CITY, all easements across the Property as deemed necessary by the CITY Director of Engineering to facilitate the construction of water and wastewater utilities as shown on the CITY's Master Plans for Water and Wastewater (hereafter referred to collectively as the "Master Plans") and as approved by the CITY Director of Engineering. OWNERS shall also be responsible for acquiring and dedicating to CITY, at no cost to CITY, all off-site utility easements deemed necessary by the CITY Director of Engineering to facilitate the construction of water and wastewater utilities needed to provide water and wastewater service to the Property as shown on the CITY's Master Plans and as approved by the CITY Director of Engineering. The final alignment of easement dedications shall be consistent with the CITY's Master Plans and as approved by the CITY Director of Engineering.

(a) Assistance with Off-Site Utility Easement Acquisition.

i. OWNERS agree to obtain an independent appraisal of all the necessary off-site utility easements ("Appraisal" whether one or more) and use commercially reasonable efforts to obtain any and all off-site infrastructure easements necessary for the construction of the utility lines as provided in Subparagraph 8, herein-below. If OWNERS have previously obtained CITY's approval of the general location of the proposed off-site utility easements and OWNERS are unable to acquire all of the necessary easements for the off-site utility easements within a six (6) month period beginning upon written notice to CITY and following OWNERS submission of a best and final offer accompanied by the Appraisal to each owner of the

property(ies) upon which each of the off-site utility easements is proposed to be situated (collectively "Landowners"), and OWNERS provide CITY evidence that reasonable and diligent efforts have been pursued to obtain such off-site utility easements then CITY agrees to use its eminent domain authority, upon written request by OWNERS, to the extent permitted by law to acquire such off-site utility easements described in this Agreement. OWNERS shall provide copies of all correspondence related to the acquisition of said off-site utility easements to the CITY upon request.

ii. CITY's exercise of eminent domain authority shall also be subject to CITY's determination, in its sole discretion, that the off-site utility easements are necessary for and serve a public use and that OWNERS exercised commercially reasonable efforts including, but not limited to, making a legitimate offer to Landowners to purchase the off-site utility easements. CITY's obligation, if any, to exercise its eminent domain authority pursuant to this Subparagraph 6. shall also be subject to the approval and finding of necessity by the City Council.

iii. OWNERS shall pay all costs and expenses in eminent domain, whether incurred by CITY or otherwise, in connection with such eminent domain actions and acquisition of such off-site utility easements including, but not limited to, settlements, court awards, damages, interest, expert witness fees, mediation fees, attorney's fees, staff time/costs, deposition costs, photocopy charges, courier fees, telephone and facsimile charges, postage, travel charges, costs associated with the preparation of exhibits and demonstrative aids, and taxable costs of court (collectively "Costs and Expenses") as such are billed to CITY by its designated legal counsel.

iv. From time to time and upon ten (10) calendar day's written or electronic notice from CITY, including the City Attorney, OWNERS shall advance, by wire transfer, funds to CITY to pay such Costs and Expenses. Each such notice to OWNERS shall itemize, in reasonable detail, the purposes (as described above) for which the funds are required, including the estimated line-item costs. CITY shall undertake all eminent domain actions in accordance with SB 18, wherein CITY shall have the unilateral right to make the necessary determinations of which interests are necessary for public use. If it is determined by a Court of competent jurisdiction that an interest to be acquired does not constitute a public

use, the CITY shall have no obligation to continue acquisition thereof, and OWNERS shall have the continuing obligation to comply with this Paragraph 6. CITY shall provide to OWNERS copies of all appraisal reports, including updates, if any, prior to all offers being made to Landowners. CITY shall also provide to OWNERS prior notice of the attorneys, appraisers, and other consultants that CITY will engage to assist in connection with the acquisitions. CITY shall provide to OWNERS an accounting of all Costs and Expenses paid or incurred by CITY in connection with this Paragraph 6. OWNERS' default in payment of any advance requested under this Paragraph 6 shall provide CITY the immediate right to cease any actions or efforts to acquire easements until full payment of all Costs and Expenses is actually received. In addition, CITY shall have the right to immediately terminate this Agreement and withhold any further development approvals and permits for the Property if OWNERS fail to make any payment or advance under this Paragraph 6. In the event of any conflict between the CITY's Capital Improvement Plan or Master Utility Plan and this Agreement relative to size or width of offsite utility line easements whereby such location, size, or width is altered, increased, or reduced, the CITY's Capital Improvement Plan or Master Utility Plan shall control.

7. Utility Plan Approval. All utility plans and improvements are subject to the approval of the CITY Director of Engineering, and all utility lines shall be constructed of materials of a quality and grade meeting at least the minimum standards specified by the CITY's Engineering Department. Upon approval of all utility construction plans for the Property by the CITY Director of Engineering, or his designee, the OWNERS may develop in accordance with such approved plans.

8. Utility Construction. The OWNERS shall construct, at their sole cost, all necessary utility lines needed to provide service to the Property in accordance with the CITY's standards or as required by the Master Plans, at such time as demand on the Property requires or concurrent with the development of the Property, as determined by the CITY. The OWNERS shall also construct, at no cost to the CITY, all necessary utility lines to serve the interior of the Property; said lines shall be at least eight inches (8") in diameter or larger as demand of the development on the Property requires. In addition to the requirements stated herein, the OWNERS shall construct any necessary off-site and/or oversize utility improvements up to the sizes shown on Master Plans and as per City of McKinney standards. In the event the proposed development of the Property requires utility improvements in excess of the CITY's minimum standards and Master Plans the OWNERS

shall construct any off-site and oversize utility improvements as may be required to serve the Property. No septic systems shall be permitted.

9. Hike and Bike Trail. To the extent that the CITY's Master Trail Plan shows a hike and bike trail along, across or adjacent to the Property, the OWNERS shall, at no cost to the CITY, dedicate the easement or right-of-way for and construct all required concrete hike and bike trail improvements in accordance with the CITY's Subdivision Regulations and Master Trail Plan, then in effect. The hike and bike trail shall be tied in or connected to the CITY's trail system or to the location(s)/area(s) identified as planned future extensions of the trail system specifically including, but not limited to, school sites, parkland sites and planned connections to creek and river greenways. Final location and all hike and bike trail construction plans shall be subject to review and approval by the CITY's Director of Parks and Recreation ("Parks Director"). All hike and bike trail construction plans must be approved by the Parks Director or their agent prior to approval of a Development Permit for any portion of the Property being developed.

E. PARKLAND

The OWNERS shall satisfy the CITY's Parkland Dedication and Park Development Fee Requirements contained in Section 309.D of the UDC concurrent with platting and development of the Property to provide for the recreational needs created by the development of the Property.

1. Parkland Dedication and Payment of Fees In Lieu of Dedication.

(a) As a condition of developing a residential subdivision, the OWNERS are required to dedicate land for parks or pay a fee in lieu of dedicating land or a combination of both as approved by the Parks Director.

(b) OWNERS are obligated to dedicate one (1) acre of land within the Property (outside of any floodplain) for every thirty-seven (37) residential units that are developed. For multi-family residential developments, such dedication is required to be completed prior to the issuance of any building permits for the development project.

(c) OWNERS have requested and CITY has agreed to allow OWNERS to satisfy the foregoing Parkland Dedication requirements by paying a fee in lieu of dedicating land at the rate of one (1) acre of land for every thirty-seven (37) residential units multiplied by the average fair market value per acre of the Property determined at the time of the issuance of a building permit for each phase of multi-family residential dwelling units so developed. The fair market value shall be established by the most recent appraisal of all or part of the

Property as adopted by the Collin Central Appraisal District and in effect on the date on which the Property for which the payment of fees in lieu of parkland dedication is required is final platted.

(d) The OWNERS' payment of fees in lieu of parkland dedication shall be made in proportion to the number of residential lots being platted at the time each such phase is platted. In any event, all required fees in lieu of parkland dedication shall be paid to the CITY by the OWNERS prior to the platting of the last phase of development of the Property. OWNERS shall not be allowed to file the plat for the last phase of the Property until the payment of all fees in lieu of parkland dedication have been fully paid.

2. Park Development Fees Payment and Reimbursement.

(a) In addition to the parkland dedication requirements, park development fees are imposed on residential development for the purpose of assuring that park facilities, including neighborhood/community parks and passive park conservation areas, are available and adequate to meet the needs created by such development while maintaining current and proposed parks and recreation standards that meet the CITY's standards. Park development fees are supplementary to, and not in substitution of, the parkland dedication or payment of fees in lieu of dedicating parkland requirements discussed in Subparagraph 1.(a), above, of this Section E.

(b) OWNERS are obligated to pay CITY the amount of One Thousand Six Hundred Dollars ($1,600) for each residential unit developed (the "Park Development Fee"). Park Development Fees are due and payable and collected simultaneously with OWNERS' payment of fees in lieu of parkland dedication.

(c) OWNERS have requested and the CITY has agreed to allow OWNERS to seek reimbursement for up to One Hundred Percent (100%) of the Park Development Fees paid by OWNERS based on OWNERS' design and construction of private parkland and/or private park-like amenities within the Property being subdivided as approved in the sole and reasonable discretion of by the Parks Director ("Park Development Fee Credits") as explained below:

i. Private facilities eligible for Park Development Fee Credits are those outdoor park-like amenities typically found in the CITY's public parks that will substitute for the park improvements that would otherwise be funded by a Park Development Fee to meet the outdoor recreation needs of the proposed

development's residents. These park-like amenities might include by way of illustration, and not limitation, parkland (minimum size of at least 1 acre), playground equipment, shade structures, splash pads, "pick-up" basketball courts or volleyball courts, tennis courts, walking and jogging trails, and any associated lighting improvements (collectively "Qualifying Park-Like Amenities").

ii. The design of any proposed Qualifying Park-Like Amenities must be reviewed and approved by the Parks Director prior to the platting of the first unit within the subdivision for which OWNERS seek Park Development Fee Credits.

iii. The amount of Park Development Fee Credits shall be based on OWNERS' actual out-of-pocket dollar costs that OWNERS incur in providing the Qualifying Park-Like Amenities evidenced as follows:

1. OWNERS are required to submit all invoices and checks paid toward the construction of the Qualifying Park-Like Amenities; and

2. OWNERS must allow CITY's Parks and Recreation Department staff to conduct a site visit to evaluate the quality of and verify the completion of the Qualifying Park-Like Amenities.

iv. Yards, court areas, setbacks and other open areas that OWNERS are required to provide and maintain by the CITY's Zoning Regulations and Subdivision Regulations are not Qualifying Park-Like Amenities and shall not be included in any Park Development Fee Credit computation.

v. OWNERS shall as a condition precedent to receiving Park Development Fee Credits for any Qualifying Park-Like Amenities cause the area(s) within the Property on which any Qualifying Park-Like Amenities are situated to be shown on the plat of the subject portion of the Property as a common area that satisfies all of the requirements of Section 302.G of the UDC.

(d) Qualifying Park-Like Amenities shall be owned by an incorporated nonprofit property owners' association ("POA") within residential developments comprised of all property owners in the subdivision or the respective owner of each multifamily development (each a "Property Owner") within the Property on which the Qualifying Park-

Like Amenities are constructed. The POA is responsible for the maintenance and repair of the Qualifying Park-Like Amenities situated within its respective areas of ownership.

(e) The POA should operate under recorded land agreements through which each Property Owner in the subdivision that owns Qualifying Park-Like Amenities is automatically a member, and each Property Owner is subject to a charge for a proportionate share of expenses for maintaining the Qualifying Park-Like Amenities.

(f) Should the POA fail to maintain the Qualifying Park-Like Amenities in a safe and clean condition, then each Property Owner agrees that the Parks Director may access the provided Qualifying Park-Like Amenities to operate, maintain and repair them. The costs of such maintenance, operations and repairs by the City shall be charged to the POA.

(g) Use of the Qualifying Park-Like Amenities shall be restricted for park and recreation purposes by a recorded covenant that runs with the land in favor of future owners of the property and which cannot be defeated or eliminated without the prior written consent of the City.

(h) Qualifying Park-Like Amenities must be similar or comparable to the facilities that would be required to meet public park standards and recreational needs as required per the City's development regulations and Parks Master Plan and other federal, state and local laws.

(i) All Qualifying Park-Like Amenities must be constructed by OWNERS and accepted or approved by CITY prior to the plat recordation of the same phase in which the Qualifying Park-Like Amenities are located.

F. AVAILABILITY OF WATER AND WASTEWATER SERVICE IN THE FUTURE

The CITY makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the CITY to supply water and wastewater services is subject to its contract with the North Texas Municipal Water District, a governmental agency and body politic and corporate, hereinafter referred to as "N.T.M.W.D.", and that this Agreement will only allow utilization of the CITY's water and wastewater system capacity when and if capacity is present and available from the N.T.M.W.D. Notwithstanding the foregoing, the CITY will supply the development on the Property with water supply and wastewater treatment capacity if such capacity is present and available from N.T.M.W.D. The CITY shall be the sole judge of the availability of such capacity of water supply and/or wastewater

services, provided, however, that the CITY will attempt to ensure that said water supply and wastewater treatment capacity is available.

G. CITY DEVELOPMENT ORDINANCES

The OWNERS shall develop the Property in accordance with the standards set forth in the CITY's Unified Development Code, including but not limited to provisions regarding platting, zoning, drainage, erosion control, pro-rata payments, parkland dedication, storm water management, tree preservation, Engineering Design Manual, Public Improvements Policy and construction standards save and except as specifically modified by this Agreement. The OWNERS expressly acknowledge that by entering into this Agreement, the OWNERS, their successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any exhibits attached hereto as waiving any of the requirements of the UDC or any other ordinance of the CITY, as applicable.

H. TREE PRESERVATION

OWNERS expressly acknowledge and agree to comply with CITY's Tree Preservation requirements contained in Article 4 of the UDC, then in effect, and the duty to develop the Property in accordance with the standards contained therein and any amendments to those standards.

I. STORMWATER MANAGEMENT

OWNERS agree to abide by all terms of the CITY's Storm Water Management requirements contained in Article 8 of the UDC, then in effect, and the duty to develop the Property in accordance with the standards contained therein and any amendments to those standards.

J. PRO-RATA FEES

Off-site water and sewer facilities may be subject to either pro rata payments paid to third parties or reimbursements collected from third parties in accordance with City Ordinances. For any applicable off-site facilities in place as of the date of OWNERS' development of the Property, the OWNERS shall be responsible to pay applicable pro-rata fees in the amount of one-half (½) of the actual construction and engineering costs of up to a twelve-inch (12") diameter pipe if off-site facilities have been constructed adjacent to the Property by the CITY or any other party prior to the date hereof and the OWNERS utilize such facilities for the Property. If, however, the water or sewer facilities are bounded on both sides by the Property then the OWNERS shall be responsible to pay applicable pro-rata fees in the full amount of the actual construction and engineering costs of up to a twelve-inch (12") diameter pipe if the OWNERS utilize such facilities. Should the OWNERS construct off-site water and sewer facilities such that pro-rata fees are due to the OWNER, the CITY agrees to collect any fees due to the OWNERS related to the

construction of the line(s) as those properties utilizing such facilities are developed during the period of ten (10) years after OWNERS' installation of such off-site water and sewer facilities. The OWNERS shall submit final construction costs to the CITY for approval prior to final acceptance of the improvements for use in determining pro-rata fees to be collected on behalf of the OWNERS.

The OWNERS shall not be required to pay pro-rata fees for any major transmission line(s) that may be constructed upon, through, under, across or adjacent to the Property that merely transport(s) water or wastewater to or from a treatment facility and to which line(s) Owners are not permitted any right to tap or tie in to.

K. PROPORTIONALITY FEE

The OWNERS, or the OWNERS' successor(s)-in-interest (including a builder-owner), shall pay to the CITY a Proportionality Fee ("Fee") for development of the approximately One Hundred Forty and Nine Hundred Eighty-Eight/One Thousandths (±140.988) acres of land contained within the Property that is currently situated in the CITY's extraterritorial jurisdiction, which Fee represents a roughly proportional amount necessary to offset the roadway infrastructure capacity needs of the Property. The Fee shall be the equivalent of the roadway impact fee assessed in the adjacent (abutting) roadway impact fee service area (or that service area nearest to the Property if not adjacent) in effect at the time of building permit and shall be paid at the time of issuance of any building permits for any improvements on the Property in accordance with the McKinney Impact Fees Article – Roadways, set out in Chapter 130 of the McKinney Code, as amended. The OWNERS, or the OWNERS' successor(s)-in-interest (including a builder-owner), shall also pay (at the time of building permit issuance) to the CITY a water and wastewater impact fee in an amount equivalent to the then existing fee charged for a particular use and/or meter size in accordance with the McKinney Utility Impact Fees Article set out in Chapter 130 of the McKinney Code, as amended.

In accordance with the methodology and provisions of the CITY's roadway impact fee ordinance established in McKinney Code Chapter 130, the OWNERS shall receive credits against their proportionality fee for excess vehicle miles contributed by the OWNERS (as such compare to the amount of vehicle miles of demand the entire Property creates) for right-of-way dedication and construction of on-site and adjacent roadways required by this Agreement. Such credits shall be issued to the OWNERS only for construction of impact fee eligible system roadways or roadways which may hereafter become impact fee eligible system roadways, completed to CITY standards and accepted by the CITY as provided in McKinney Code Section 130-111. Upon completion by the OWNERS and acceptance by the CITY of such on-site and adjacent impact fee eligible system roadways, the CITY shall issue credits to a credit pool in the OWNERS' name that may be drawn down to pay roadway proportionality or impact fees to CITY. Said credits shall not include the OWNERS' individual costs for eminent domain, if any.

L. IMPACT FEES

If the CITY's Impact Fee Capital Improvement Plan is updated and the Property is designated as falling within a specific roadway service area and/or a specific utility service area before the Property is developed, the Owner shall pay roadway impact fees and/or utility impact fees on the proposed development of the Property rather than paying the roadway proportionality fee and/or the water and wastewater proportionality fee discussed in Paragraph K, herein above; provided, however, that any roadway proportionality fee credits discussed in Paragraph K shall remain applicable and credited towards any roadway impact fees that may otherwise be applicable to the Property under the CITY's Impact Fee Capital Improvements Plan. In such event, Impact fees for the Property shall be charged in accordance with Ordinance No. 2020-12-091 (Roadway) and Ordinance No. 2020-12-092 (Utility), and as these ordinances may be amended in the future. These fees shall be due upon the time established by these Ordinances save and except only to the extent any waiver of or variance from said Ordinances is granted by the CITY and is contained in a separate agreement between OWNERS and CITY which agreement shall supersede and control.

M. NO WAIVER

The OWNERS expressly acknowledge that by entering into this Agreement, the OWNERS, their successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any Exhibits as waiving any Ordinance(s) of the CITY including, but not limited to, the requirements of the UDC in force by the CITY, except as specifically herein agreed.

N. REVOCATION

In the event the OWNERS fail to comply with any of the provisions of this Agreement, the CITY shall be authorized to revoke any and all Certificates of Occupancy that may have been previously issued in relation to the subdivision and/or development of the Property; and the CITY shall be further authorized to file this instrument in the records of Collin County as a Mechanic's Lien against the OWNERS' Property; and in the alternative, the CITY shall be authorized to levy an assessment against the OWNERS' Property for public improvements actually constructed by the CITY to be held as a tax lien against the Property by CITY.

O. RELATIONSHIP TO ROADWAY AND SEWER/WATER IMPACT FEES AND WAIVER OF CLAIMS.

The OWNERS have been represented by legal counsel in the negotiation of this Agreement and been advised, or have had the opportunity to have legal counsel review this Agreement and advise the OWNERS, regarding the OWNERS' rights under Texas and federal law. The OWNER hereby waives

any requirement that the CITY retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the CITY as a condition of approval for the development of this Property are roughly proportional or roughly proportionate to the proposed development's anticipated impact. (These exactions may include but are not limited to the making of dedications or reservations of land, the payment of fees, the construction of facilities, and the payment of construction costs for public facilities.) The OWNERS specifically reserve their right to appeal the apportionment of municipal infrastructure costs in accordance with Tex. Loc. Gov't Code § 212.904. However, notwithstanding the foregoing, the OWNER hereby releases the City from any and all liability under Tex. Loc. Gov't Code § 212.904 regarding or related to the cost of those municipal infrastructure improvements required for the development of the Property.

It is the intent of this Agreement that the provision for roadway and utility improvements made herein constitutes a proportional financial allocation of the OWNER's responsibility for roadway and utility improvements for its Property and that the financial contribution, including the proportionality fee and in-kind construction of improvements made by the OWNER pursuant to this Agreement, are necessary and attributable to development of the Property. The financial obligation of the OWNERS herein set forth shall relieve the OWNERS of any obligation for roadway and water/sewer impact fees for the Property unless impact fees are applicable to this Property, or as otherwise provided hereinabove. The OWNER further waives any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Tex. Loc. Gov't. Code, any federal constitutional claims, and any claims for reimbursement under any existing or future impact fee ordinances of the City of McKinney to the extent such claims are based on the OWNER's dedication, construction, or payment obligations under this Agreement. The OWNER further releases the CITY from any and all claims based on excessive or illegal exactions; it being agreed that the amount of the OWNER's infrastructure contribution proportionality fee (after receiving all contractual offsets, credits and reimbursements) is roughly proportional to the demand that is placed on the CITY's roadway and utility systems by OWNER's development. The OWNER further acknowledges that the benefits of annexation, zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and the OWNER acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. The OWNER shall indemnify and hold harmless the CITY from and against any claims and suits of any third parties, including but not limited to OWNER's successors, assigns, grantees, vendors, trustees or representatives, brought solely pursuant to this Agreement and/or asserting the claims or types of claims described in this paragraph.

P. CONTINUITY

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

Q. ASSIGNMENT

This Agreement shall be freely assignable by the OWNERS upon written notice to the CITY.

R. NOTICES

All Notices shall be in writing, shall be signed by or on behalf of the PARTY giving the Notice, and shall be effective as follows: (a) on or after the 3rd business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). All Notices given pursuant to this section shall be addressed as follows:

To the OWNERS:

ONE LONGHORN CORPORATION
Attn: Rex Glendenning
12400 Preston Road, Ste 100
Frisco, Texas 75033
Email: Rex@rexrealestate.com
Facsimile: _____

NORTH TEXAS NATURAL SELECT MATERIALS, LLC
Attn: Barry Rich, Bill Penz
6500 Meyer Way, Ste 110
McKinney, Texas 75070
Email: brich@rpmxconstruction.com
Bpenz@rpmxconstruction.com
Facsimile: _____

To the CITY:

City of McKinney
Attn: City Manager
P.O. Box 517
401 E. Virginia Street
McKinney, Texas 75069
Email: _____
Facsimile: _____

The PARTIES will have the right from time to time to change their respective addresses upon written notice to the other PARTY given as provided above. 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.

S. TERMINATION AND RELEASE

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

T. MAINTENANCE BOND

Prior to final acceptance of the public improvements to the Property, the OWNERS shall furnish to the CITY a good and sufficient maintenance bond in the amount of fifteen percent (15%) of the contract price of such public improvements, or in such amount as approved by the City Engineer, with a reputable and solvent corporate surety, in favor of the CITY, to indemnify the CITY against any repairs arising from defective workmanship or materials used in any part of the construction of the public improvements to the Property, for a period of at least two (2) years from the date of final acceptance of such public improvements.

U. APPLICABLE LAW; VENUE

This Agreement is entered into pursuant to and is to be construed and enforced in accordance with the laws of the State of Texas, and all obligations of the PARTIES are performable in Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court.

V. CONFLICT OF INTEREST

OWNERS covenant and agree that OWNERS and their associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will

conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by OWNERS pursuant to this Agreement will be conducted by employees, associates or subcontractors of OWNERS.

In addition, to the extent that this Agreement (a) must be approved by the CITY's governing body before it may be signed or (b) has a value of $1,000,000, or more, OWNERS shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time OWNERS submit this signed Agreement to CITY, and as follows:

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

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

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

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

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

W. GENERAL PROVISIONS

1. The OWNERS agree that construction shall not begin on any proposed improvements to the Property prior to City Council approval of this Agreement.

2. The OWNERS agree that all coordination required with public and/or private utility agencies to eliminate conflicts with proposed street grades or underground improvements shall be the responsibility of the OWNERS. Likewise, coordination with agencies requiring special conditions (i.e.,

railroads and the Texas Department of Transportation) shall be the responsibility of the OWNERS.

3. It is understood that any obligation on the part of the CITY to make any refunds with respect to infrastructure improvements constructed within the Property shall cease, with respect to such improvements, on the tenth (10^{th}) anniversary after the improvements are completed, inspected, and accepted by the CITY. Such 10-year period may be extended for good cause and agreed to in writing by the CITY and the OWNERS.

4. This Agreement does not constitute a "permit" under Chapter 245 of the Texas Local Government Code and no "rights" are vested by this Agreement; however, nothing in this Agreement shall constitute a waiver by OWNERS of any rights of OWNERS under said Chapter 245 to the extent only that such rights may vest through some other application not related to the annexation of the Property.

5. Notwithstanding anything in this Agreement to the contrary, if there are multiple OWNERS of the Property, all OWNERS must join in and consent in writing to any modifications to this Agreement.

CITY OF McKINNEY

By: _____
PAUL G. GRIMES
City Manager

Date Signed: _____

ATTEST:

_____
EMPRESS DRANE, TMRC
City Secretary
TENITRUS BETHEL PARCHMAN, TMRC
Deputy City Secretary

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 CITY's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2025.

_____
Notary Public _____ County, Texas
My commission expires _____

[Signatures continue on following page.]

ONE LONGHORN CORPORATION, a Texas corporation,

By: _____
Name: _____
Title: _____

Date Signed: _____

THE STATE OF TEXAS §
COUNTY OF _____§

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, in his capacity as _____ of ***ONE LONGHORN CORPORATION***, a Texas corporation, 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 the Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2025.

_____
Notary Public _____ County, Texas
My commission expires _____

[Signatures continue on following page.]

NORTH TEXAS NATURAL SELECT MATERIALS, LLC, a Texas limited liability company,

By: _____
Name: _____
Title: _____

Date Signed: _____

THE STATE OF TEXAS §
COUNTY OF _____§

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, in his capacity as _____ of ***NORTH TEXAS NATURAL SELECT MATERIALS, LLC***, a Texas 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 the Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2025.

_____
Notary Public _____ County, Texas
My commission expires _____

EXHIBIT A

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

BEING all of that certain tract of and situated in the MEREDITH HART SURVEY, ABSTRACT No. 371, City of McKinney, Collin County, Texas, and being all of a called 17.80 acre tract of land described in the deed to F.M. 543 - McKinney 17 Joint Venture, recorded in Instrument No. 1995-0086744, Official Public Records of Collin County, Texas, and that remaining portion of a tract of land described in the deed to Westgold Realtors, Inc., recorded in Instrument No. 1992-0082337, said Official Public Records, and being more particularly described as follows:

BEGINNING at 1/2" iron rod with a cap (illegible) found in the Southerly right-of-way line of US Highway 75 (Central Expressway) for the Northeast corner of said Westgold Realtors tract, common to the Northwest corner of a called 84.336 acre tract of land described in the deed to Terry Lacore, recorded in Instrument No. 20060324000387370, said Official Public Records;

THENCE South 00° 04' 00" West, with the Easterly line of said Westgold Realtors tract and the Westerly line of said 84.336 acre tract, a distance of 1,613.96 feet to a 1/2" iron rod found for a salient corner of said Westgold Realtors tract, common to the Northeast corner of said 17.80 acre tract and an angle point in the Westerly line of said 84.336 acre tract;

THENCE South 00° 58' 42" West, the Easterly lines of said 17.80 acre tract and said Westgold Realtors tract, continuing with the Westerly line of said 84.336 acre tract, a distance of 1,023.77 feet to an angle point;

THENCE South 01° 14' 52" West, continuing with the Easterly line of said Westgold Realtors tract and the Westerly line of said 84.336 acre tract, a distance of 404.22 feet to a 5/8" iron rod found for an angle point;

THENCE South 01° 04' 19" West, continuing with the Easterly line of said Westgold Realtors tract and the Westerly line of said 84.336 acre tract, passing a 1/2" iron rod with a cap stamped "GEER 4117" found on the North side of the East Fork Trinity River at a distance of 626.57 feet, continuing on said course, a total distance of 726.69 feet to a point in said East Fork Trinity River;

THENCE South 35° 37' 11" West, in said East Fork Trinity River with a Southeasterly line of said Westgold Realtors tract and the Northwesterly line of said 84.336 acre tract, a distance of 152.03 feet to a point for the Northeast corner of a called 18.6370 acre tract of land conveyed in the deed to William J. McCallum, recorded in Instrument No. 20071203001612420, said Official Public Records, and furthermore described in Instrument No. 19891113000585460 (Volume 3166, Page 79), said Official Public Records;

THENCE North 89° 05' 33" West, with the Southerly line of said Westgold Realtors tract and the Northerly line of said 18.6370 acre tract, a distance of 1,374.01 feet to a 2" iron pipe found for a re-entrant corner of said Westgold Realtors tract, common to the Northwest corner of said 18.6370 acre tract;

THENCE South 01° 02' 15" West, with an Easterly line of said Westgold Realtors tract and the Westerly lines of said 18.6370 acre tract and of a called 3.823 acre tract of land described as Tract Three in the deed to Jamal Talukder and Nazneen Talukder, recorded in Instrument No. 19990615000749870 (Volume 4437, Page 2467), said Official Public Records, a distance of 736.04 feet to a 1/2" iron rod found for angle point in the Northeasterly right-of-way line of Farm to Market 543 (Spur 195), common to the Southerly corner of said Westgold Realtors tract;

THENCE North 30° 33' 36" West, with the Northeasterly right-of-way line of said Farm To Market 543 and the Southwesterly line of said Westgold Realtors tract, a distance of 29.59 feet to a 1/2" iron rod found for an angle point;

THENCE North 24° 50' 58" West, continuing with the Northeasterly right-of-way line of said Farm to Market 543 and the Southwesterly line of said Westgold Realtors tract, a distance of 1,951.49 feet to a 1/2" iron rod found for an angle point;

THENCE North 11° 33' 23" West, continuing with the Northeasterly right-of-way line of said Farm to Market 543 and the Southwesterly line of said Westgold Realtors tract, a distance of 315.17 feet to a point for the intersection of the Northeasterly right-of-way line of said Farm to Market 543 and the Southeasterly right-of-way line of Central Expressway (US Highway 75), same being the Southerly corner of a called 4.6777 acre tract of land described as Parcel 33 in the deed to the State of Texas, recorded in Instrument No. 20070213000198280, said Official Public Records, and from which a 5/8" iron rod found bears South 71° 32' 49" West, a distance of 2.44 feet;

THENCE with the Southeasterly line of said Parcel 33 and Southeasterly right-of-way line of said Central Expressway, the following courses:

1. North 46° 52' 55" East, passing a 5/8" iron rod with a cap (TxDoT) found at a distance of 192.75 feet, continuing on said course, a total distance of 290.43 feet to an angle point;

2. North 42° 12' 38" East, a distance of 200.56 feet to an angle point;

3. North 38° 06' 27" East, a distance of 406.16 feet to an angle point;

4. North 40° 31' 53" East, a distance of 199.27 feet to an aluminum disk found (TxDoT) found for an angle point;

5. North 42° 46' 50" East, a distance of 200.42 feet to a 5/8" iron rod found for an angle point;

6. North 44° 58' 20" East, a distance of 800.28 feet to an angle point;

7. North 47° 15' 44" East, a distance of 1,153.68 feet to an aluminum disk found (TxDoT) found for the Easterly corner of said Parcel 33;

8. North 43° 29' 30" West, a distance of 38.41 feet to an aluminum disk found (TDoT) found for the Northerly corner of said Parcel 33 and in the Northerly line of said Westgold Realtors tract;

THENCE North 46° 18' 25" East, continuing with the Southeasterly right-of-way line of said Central Expressway and with the Northwesterly line of said Westgold Realtors tract, a distance of 229.85 feet to the POINT OF BEGINNING and enclosing 140.988 acres of land, more or less.

EXHIBIT B

DEPICTION OF PROPERTY

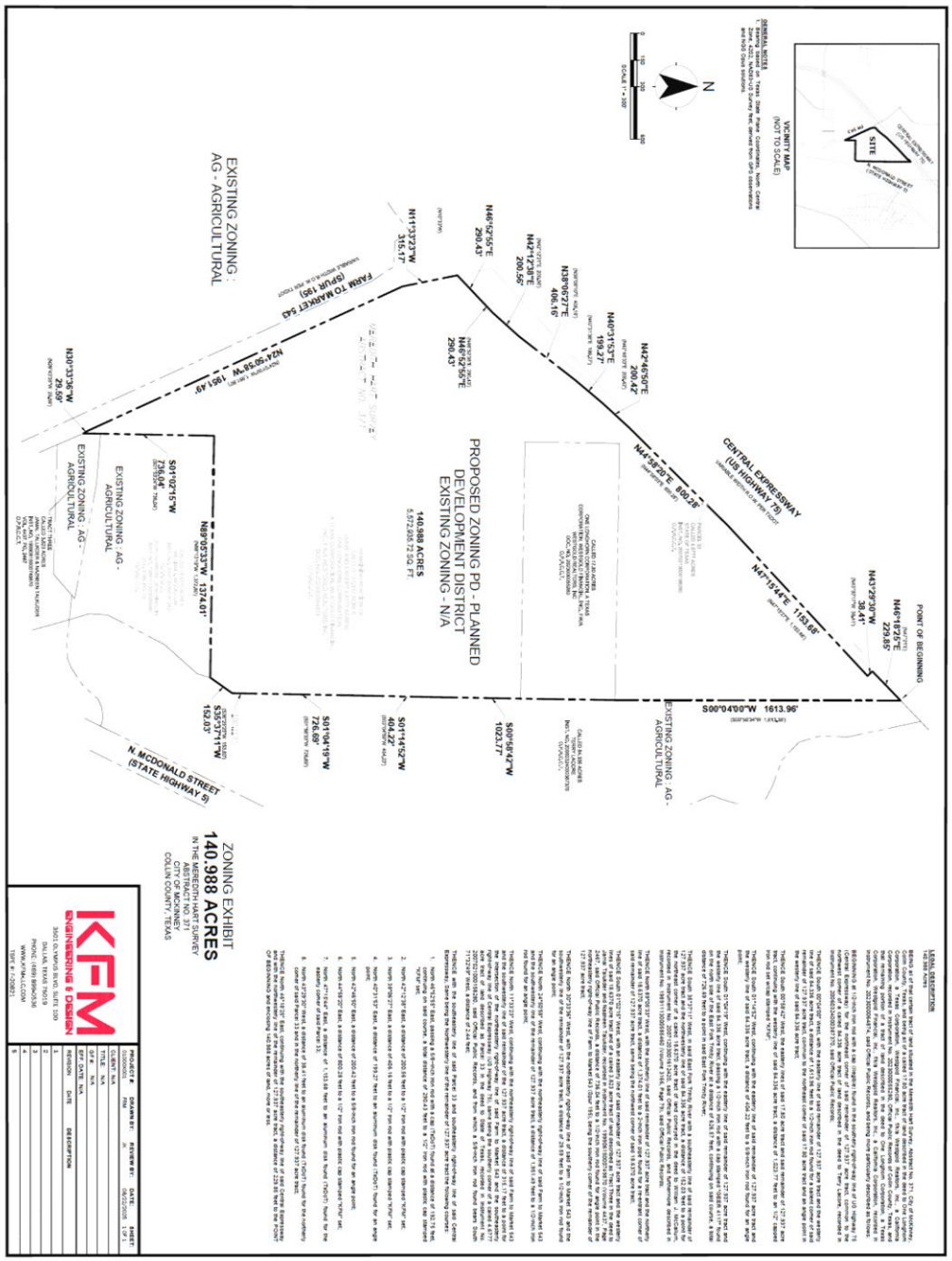


EXHIBIT C

BUBBLE PLAN

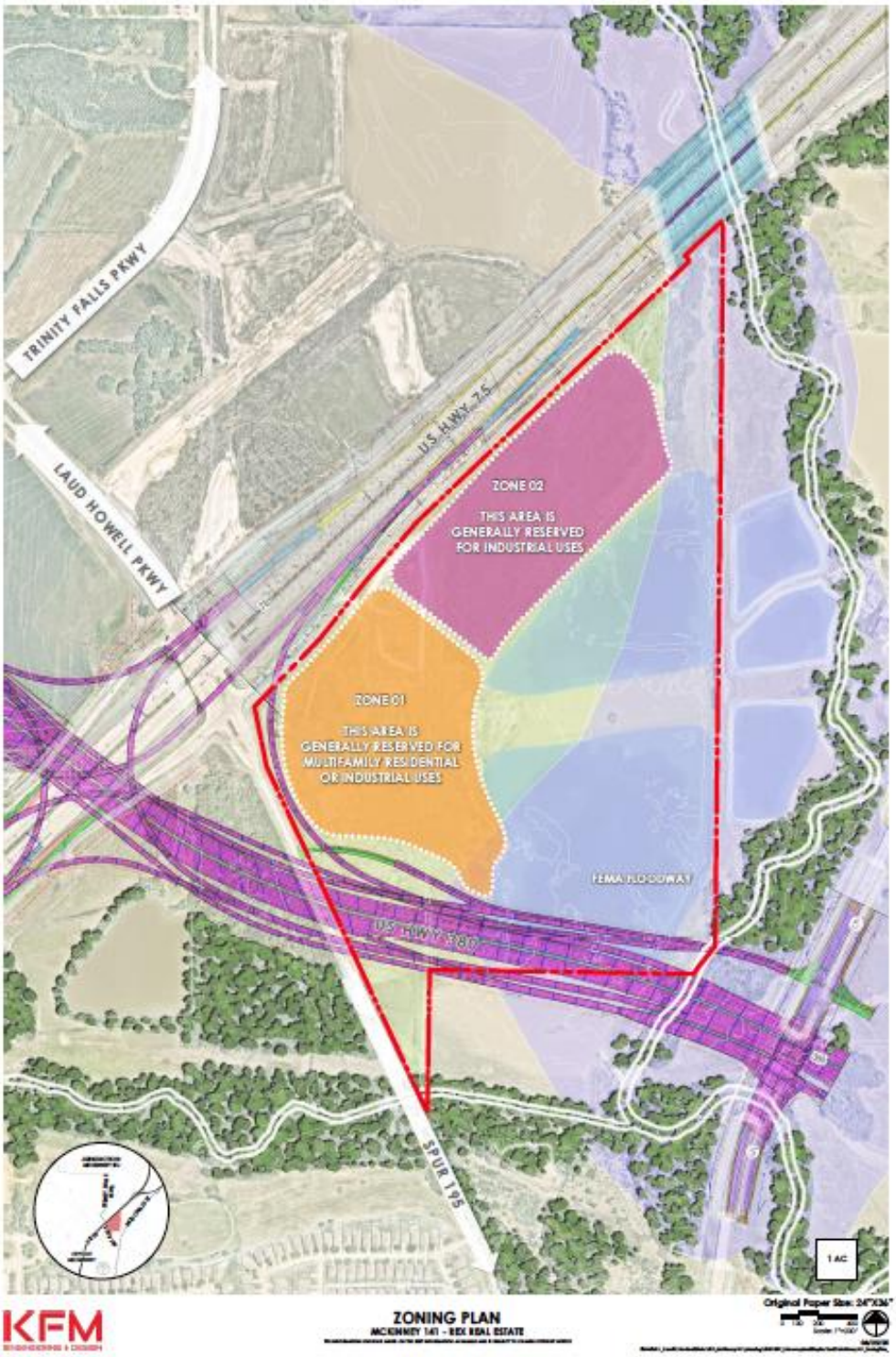


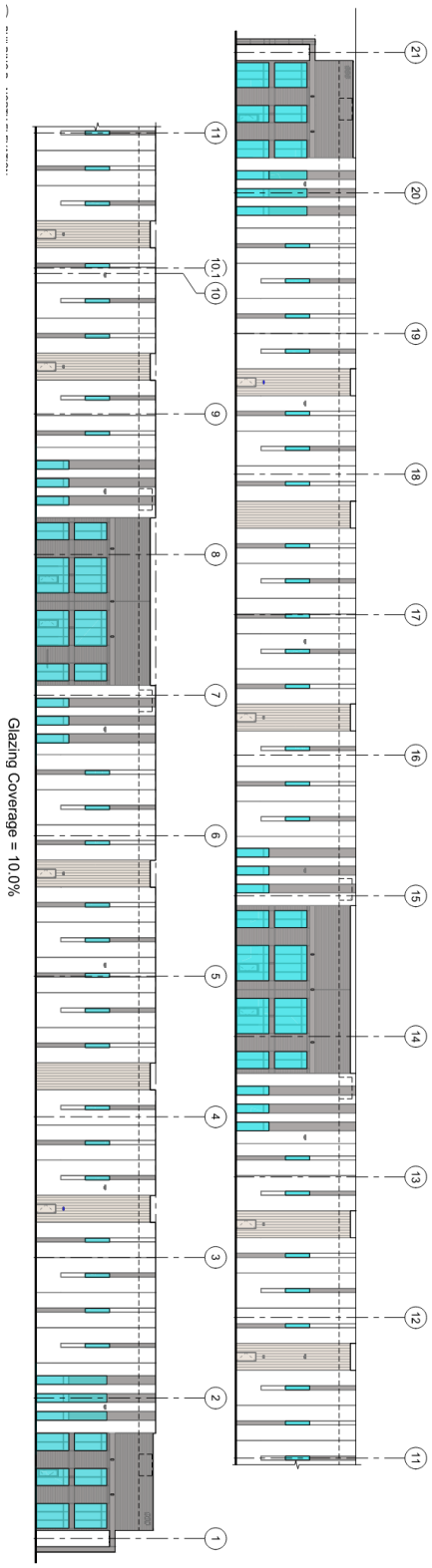
EXHIBIT D

SUPPLEMENTAL DEVELOPMENT REGULATIONS

Standards for Development Agreement

The following standards shall be included within the development agreement governing the property.

- Non-residential buildings must be a minimum of 15,000 square feet in floor area.
- Architectural Standards for Non-Residential Buildings.
    - The buildings' glazing and architectural character shall generally conform to Exhibit E, attached hereto.
    - Acceptable façade materials shall include:
        - Masonry (including brick, stone, and three-coat stucco);
        - Concrete tilt-up panes that are finished with decorative surfaces such as exposes aggregate, precast patterns, or applied coatings for aesthetic and structure integrity; and
        - Glass.
    - Facades facing public rights-of-way shall meet the following requirements:
        - A minimum of 10% of each façade area shall be non-opaque glazing.
        - An offset (project or recess) of a minimum of 9 inches is required every 100 feet. For facades at or greater than 200 feet, a minimum of two offsets are required.
        - For offsets less than three feet in depth or projection, the offset must be accompanied by a change in building color, change in building materials, or additional building or parapet height of a minimum of two feet.

EXHIBIT E

NON-RESIDENTIAL BUILDING GLAZING & ARCHITECTURAL CHARACTER