DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "**Agreement**"), dated as of December 8, 2025 (the "**Effective Date**"), is entered into by and among **THE TODD ANDREW MOORE-JONATHAN ALLEN MOORE FAMILY LIMITED PARTNERSHIP, LTD**., a Texas limited partnership (the "**Owner**"), and the CITY OF PLANO, TEXAS (the "**City**"), a home-rule city and municipal corporation, acting by and through its duly authorized representative. The Owner and the City are sometimes individually referred to herein as, "**Party**" and collectively as, the "**Parties**." This Agreement shall not take effect if the City has not approved the Zoning by December 8, 2025, and published the Zoning ordinance caption by December 31, 2025. Capitalized terms used in this paragraph and not defined are defined below. Capitalized terms used in the recitals and not defined are defined in Article I.

WHEREAS, the Owner owns that certain tract of land consisting of approximately 215.707 acres located in Collin County, Texas and further described in attached **Exhibit A** (the "**Property**");

WHEREAS, a portion of the Property has historically been used for agricultural purposes and known as "**Lavon Farms**", and the Parties recognize the historic significance of Lavon Farms, which has been a long-standing and integral part of the City's heritage and community;

WHEREAS, striving for a balance between preservation and progress, the Owner intends to preserve a portion of Lavon Farms and develop (or cause to be developed) the remaining portion to consist of single-family, multifamily, recreation, parks and commercial activity, conceptually shown in the attached **Exhibit B**;

WHEREAS, the City and the Owner desire to ensure that adequate public facilities and services are available and will have sufficient capacity to serve full development of the Property and that the responsibility for public facilities is allocated in a manner that allows development to proceed in an orderly fashion;

WHEREAS, in connection with development of the Property, the Owner plans to construct and install certain public infrastructure consisting of public streets, sanitary sewer mains, storm drainage facilities, sidewalks along public streets, water mains, and other improvements which fall into the category of: (i) public infrastructure and improvements that specifically serve only the Property that will be constructed and paid for by the Owner (the "**Owner Public Improvements**"), and (ii) North-South Type D street Section E1 and Type F Street G and Type F Street M that will be constructed by the Owner and receive financial contribution from the City (collectively, with the buried utilities described in Section 4.01, the "**City Contribution Project Improvements**"), and (iii) East-West Type D street Section A and Section B and the Offsite Sewer Improvements that will be constructed and paid for by the City (collectively, the "**City Project Improvements**") all as depicted in the Zoning exhibits;

WHEREAS, the Parties agree that the Owner Public Improvements, the City Contribution Project Improvements and City Project Improvements are necessary or desirable to serve the Project;

WHEREAS, the Parties agree that, if the provisions of this Agreement are satisfied, then all state and federal laws regarding rough proportionality and nexus are satisfied;

WHEREAS, the Parties agree that this Agreement is a Texas Local Government Code Section 212.071 agreement;

WHEREAS, the Owner will be responsible for the costs associated with the Owner Public Improvements and the City will construct and pay for or participate in the costs associated with the City Contribution Project Improvements and City Project Improvements, as more specifically set forth in this Agreement;

WHEREAS, the Owner represents to the City that it has (or will secure a qualified contractor(s) that has) the capacity, ability, expertise, knowledge, and experience necessary to design and construct the Owner Public Improvements and the City Contribution Project Improvements pursuant to the terms and conditions of this Agreement;

WHEREAS, all costs and construction obligations for public improvements required for development of the Property not allocated in this Development Agreement will be financed and constructed by the Owner in compliance with the City's Subdivision Ordinance and Texas state law, including park acquisition and construction and utility oversizing;

WHEREAS, the Owner will finance, design and construct Sections C, D, E1 and E2, as depicted in **Exhibit B** to Full Design Standards prior to obtaining building permits to construct single-family uses on the Property;

WHEREAS, the City does not request the dedication of Tracts 2Y and 5Y as depicted in **Exhibit B** for Lavon Farms, but is willing to accept the dedication of those parcels and thereafter to maintain those parcels as park, including any streambank remediation that the City is required to perform for city purposes;

WHEREAS, the Owner will dedicate to the City, without compensation, Tracts 2Y valued at $5,710,000 and 5Y valued at $2,600,000 the use of which will be restricted to park purposes at the time of dedication by final plat;

WHEREAS, the City will finance, design and construct Section A and Section B as depicted in **Exhibit B**, to Full Design Standards;

WHEREAS, the Owner will dedicate the right-of-way necessary for construction of Section A and Section B as depicted in **Exhibit B**;

WHEREAS, the City's cost contribution is subject to the procedures herein set forth and all Applicable Law;

WHEREAS, the City ultimately recognizes the positive impact development of the Property will bring to the City, and after due and careful consideration, has concluded that the orderly development of the Property and the completion of the public infrastructure described herein, will further the growth of the City, increase quality housing options, provide desirable

public recreational space, upgrade public infrastructure within the City, and otherwise be in the best interests of the City's residents and taxpayers; and

WHEREAS, the City and the Owner have entered into this Agreement to memorialize the Parties' agreement in key aspects of development of the Property.

NOW, THEREFORE for and in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration the Parties agree as follows:

ARTICLE I
DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Agreement have the meanings assigned to them in the Recitals, this Article, or as defined elsewhere in this Agreement and all such terms include the plural as well as the singular.

"**Agreement**" has the meaning stated in the first paragraph of this Agreement.

"Applicable Law" means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate, or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order, or other action of any court, arbitrator or other Governmental Authority governing the development, approval, construction, use or occupancy of the Property, the Owner Public Improvements, the City Contribution Project Improvements, and the City Project Improvements or any portion thereof. Applicable Law shall include, but not be limited to, City Regulations. When any Applicable Law, including City Regulations, conflict with Texas state law, Texas state law will control. When Texas state law conflicts with federal law, federal law will control.

"**Approved Plans**" means the plans and specifications relating to the design and construction of the Owner Public Improvements and the City Contribution Project Improvements or portion thereof, inclusive of any change orders thereto, as approved by the City Representative.

"**City**" means the City of Plano, Texas.

"**City Contribution Project Improvement Costs**" means the actual approved costs of the City Contribution Project Improvements to be constructed on the Property allocated to the City as described in Article IV.

"**City Contribution Project Improvements**" shall have the meaning set forth in the Recitals, as more specifically described as the items listed as City costs in Section 4.01.

"**City Council**" means the governing body of the City of Plano, Texas.

"**City Project Improvements**" has the meaning stated in the recitals of this Agreement and are more specifically described in Section 4.01 as the Offsite Sewer Improvements and Section A and Section B.

"**City Regulations**" shall collectively mean the City's Charter, ordinances (including the City's Subdivision Ordinance), standards, Zoning, and regulations, including uniform and international building and construction codes, adopted by the City as presently in effect or as vested by the project, which are applicable to the development and use of the Property, the Park Land and the construction of the Owner Public Improvements, the City Contribution Project Improvements, the City Project Improvements and the Park Improvements.

"**City Reimbursement**" shall mean City reimbursement to the Owner for the City Contribution Project Improvement Costs paid by the Owner in accordance with this Agreement.

"**City Representative**" means the City Manager or designee which may include a third-party inspector or representative.

"**City Subdivision Ordinance**" means the City of Plano Subdivision Ordinance in effect on August 26, 2025, unless the project loses vested status pursuant to Texas law, in which case the City Subdivision Ordinance shall mean the ordinance in effect at the time the project is vested subsequent to the loss of vesting under the August 26, 2025 ordinance.

"**Cost Overrun**" has the meaning set forth in Section 4.02.

"**Eligible Expenses**" shall mean the costs incurred and paid by the Owner for the design and construction of the City Contribution Project Improvements. Eligible Expenses do not include costs for permit fees, the Owner's acquisition of land or interest costs, financing, and rights-of-way or easements (if applicable), which are not eligible for City Reimbursement.

"**Effective Date**" means the date set forth in the first paragraph of this Agreement.

"**Expiration Date**" shall mean the thirtieth (30th) anniversary of the Effective Date unless the Parties agree in writing to extend the Term for an additional period as determined at the City's sole discretion.

"**Force Majeure**" means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "**Force Majeure**" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemic or pandemic; (g) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law; and (h) the occurrence of any manpower, material or equipment shortages that could not be reasonably anticipated; provided, however, that under no circumstances shall Force Majeure include any of the following events: (i) economic hardship; (j) changes in market condition; (k) any strike or labor dispute involving the employees of the Owner or any Owner Affiliate, other than industry or nationwide strikes or labor disputes; (l) weather conditions which could reasonably be anticipated

by experienced contractors operating the relevant location; or (m) any delay, default or failure (financial or otherwise) of the General Contractor or any subcontractor, vendor or supplier of the Owner, or any construction contracts for the Owner Public Improvements, the City Contribution Project Improvements, or the City Project Improvements.

"**Full Design Standards**" shall mean the design standards for any particular sections of right-of-way approved in the Zoning.

"**General Contractor(s)**" shall mean the person or firm engaged by the Owner to construct the City Contribution Project Improvements or portion thereof approved by the City.

"**Governmental Authority**" means any Federal, state, or local governmental entity (including any taxing authority) or agency, court, tribunal, regulatory commission, or other body, whether legislative, judicial, or executive (or a combination or permutation thereof) and any arbitrator to whom a dispute has been presented under Applicable Law, pursuant to the terms of this Agreement or by agreement of the Parties.

"**Heritage Amenities**" shall mean the Silos, the windmill, and the stone entrance wall adjacent to Jupiter Road, all located on the Property.

"**Impositions**" shall mean all applicable taxes, assessments, use and occupancy taxes, sales taxes, charges, excises, license and permit fees, and other charges by public or Governmental Authority, which are or may be assessed, charged, levied, or imposed by any public or Governmental Authority on the Owner, or any property or any business owned by the Owner within the City but only to the extent consistent with Texas state law.

"**Offsite Sewer Improvements**" has the meaning set forth in Section 4.01.

"**Owner**" means **THE TODD ANDREW MOORE-JONATHAN ALLEN MOORE FAMILY LIMITED PARTNERSHIP, LTD**., a Texas limited partnership company, its successors and permitted assigns.

"**Owner Affiliate**" shall mean any entity that is directly or indirectly controlled by or is under common control with the Owner.

"**Owner Public Improvements**" shall have the meaning set forth in the Recitals and as more specifically described as the items listed as Owner responsibility in Section 4.01.

"**Park Land**" has the meaning set forth in Section 7.01.

"**Payment Certificate**" means a Payment Certificate the form of which is attached hereto as **Exhibit C**.

"**Payment Request**" means a written request for payment prepared by or at the direction of the Owner which sets forth the amount of the City Contribution Project Improvement Costs, or portion thereof, inclusive of details of the types and quantities of materials installed and the costs related thereto, labor costs, and other details and costs customarily related to construction thereof, which request is accompanied by an affidavit of bills paid by the General Contractor and

subcontractors providing work and/or materials in relation to the portion of construction of the City Contribution Project Improvements evidenced by a Payment Certificate.

"**Property**" means approximately 215.707 acres of real property located within the City as described in **Exhibit A**.

"**POA**" means the Property Owner Association established pursuant to this Agreement.

"**POA Maintenance Agreement**" means the maintenance agreement between the City and the POA with respect to the POA's maintenance of the Silo.

"**Silo Right-of-Way**" has the meaning set forth in Section 3.03.

"**Silos**" shall mean that certain silos located on the Property as identified in **Exhibit D** attached hereto.

"**Subcontractor(s)**" shall mean any person(s), firm(s) or corporation(s), other than employees of the General Contractor, who or which contracts with the General Contractor to provide work labor or material to fulfill an obligation to the General Contractor, for the performance and installation of any of the work provided for under this Agreement for the City Contribution Project Improvements.

"**Zoning**" means the vested regulatory framework governing the use and development of land within the Property described in Zoning Case 2023-028, as established by the City and approved by Ordinance on December 8, 2025.

ARTICLE II
SCOPE OF AGREEMENT

Section 2.01. Scope of Agreement. This Agreement establishes provisions for: (i) the design and construction, and timing of construction, of the Owner Public Improvements and the City Contribution Project Improvements including, the reimbursement, acquisition, ownership and maintenance of the Owner Public Improvements and the City Contribution Project Improvements; (ii) the City Contribution related to the financing of the City Contribution Project Improvements; (iii) timing for the construction of the City Project Improvements; and (iv) other matters covered by this Agreement.

Section 2.02. Owner Public Improvements and City Contribution Project Improvements Overview.

(a) Subject to the terms and conditions set forth in this Agreement, the Owner shall plan, design, construct, and complete (or cause the planning, designing, construction and completion of) the City Contribution Project Improvements to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with City Regulations, Applicable Law and Approved Plans.

(b) As further described herein, Owner Public Improvements and the City Contribution Project Improvements shall be completed and accepted by the City prior to any

reimbursement by the City unless progress payments are approved consistent with the terms of Section 4.07. The City Director of Engineering may accept portions of the completed infrastructure and authorize reimbursement for those portions at the time of acceptance.

(c) Upon completion and acceptance by the City, the City shall own and maintain all of the Owner Public Improvements, the City Contribution Project Improvements and the City Project Improvements.

ARTICLE III
OWNER'S OBLIGATIONS

Section 3.01. General Responsibilities. As more specifically set forth herein, the Owner shall be responsible for:

(a) planning, designing, constructing, and completing (or causing the planning, designing, construction, and completion) of the Owner Public Improvements and the City Contribution Project Improvements, subject to the provisions and limitations set forth in this Agreement, particularly Article IV herein; and

(b) attending regular progress meetings with the City as described in Section 5.03.

Section 3.02. Design Standards. The Owner agrees to the following design standards.

(a) Residential Structures. Exterior wall construction for residential structures and retirement housing shall consist of a minimum of 80% masonry construction, 3-step stucco, and/or glass, with no single wall face of any structure containing less than 50% of its exposed surface of masonry construction. A maximum of 10% of any exposed exterior wall may consist of Exterior Insulation and Finish Systems (EIFS).

(i) Masonry construction includes the form of construction composed of stone, brick, cast concrete, hollow clay tile, concrete block or tile, or other similar building unit or materials or combination thereof laid up unit by unit and set in mortar. Brick veneer, exterior plasters as defined in the City of Plano Building Code, and cementitious lap siding shall be acceptable masonry construction alternatives.

(ii) Exterior wall construction for structures shall be in accordance with the standards of this section. For the purposes of this section, exterior wall construction refers to the exterior material or finish of a wall assembly.

(b) Multifamily Structures. The City of Plano Director of Planning will retain architectural approval of façade plans for multifamily buildings. Buildings are expected to meet the design aesthetic depicted on **Exhibit E** or another design aesthetic approved by the Director of Planning that is consistent with Envision Oak Point.

(c) Parking Structures. If a parking structure is visible from either a public right-of-way or publicly usable open space or common area, exterior walls of such parking

structures shall be architecturally designed to be integrated with the primary building on the site for at least 30 feet back from the corner of the garage, including consistent architectural design elements and building materials between structures.

Section 3.03. Zoning of Property. The Owner agrees that all development approvals sought for multifamily uses will comply with the zoning stipulations adopted for the Property (as they may be amended) and the text applicable to multifamily development in the Zoning of the City of Plano in effect on August 31, 2025. Owner agrees to impose a deed restriction on the multifamily portion of the Property as defined in the Zoning that requires compliance with this Section for a period of at least 10 years. The obligation to record the deed restriction occurs at the time the Owner transfers a portion of the Property to a multifamily developer. Recording the deed restriction is a condition of City reimbursement pursuant to Section 4.01. The deed restriction will include a provision that the City will not enforce its terms if the City is in violation of this Agreement.

Section 3.04. Phasing. The Property will be developed in phases as described in the Zoning. A single family building permit, other than a grading permit, will not be issued for the Property until street Section C, Section E1, and Section D as described in the Zoning are constructed.

Section 3.05. Heritage Amenities. If the Silos remain on the Property at the time of final plat for the area of the Property containing the Silos, the Owner will dedicate right-of-way to the City in the center of the roundabout located within Section C of the roadway described in the Zoning at the same time that the other right-of-way for Section C is dedicated to the City. The Owner will provide a report to the City at the time of dedication showing the structural integrity of the Silos. If the City finds the structural integrity to be sufficient, the City will accept the dedication of the right-of-way with the Silos. If the City does not find the structural integrity to be sufficient, the City will require the Owner to remove the Silos before accepting the dedication of the right-of-way. If the City agrees to accept the dedication of the right-of-way, the Owner must create a mandatory POA prior to City acceptance of the right-of-way that will, among other things, maintain the portion of the Property identified in **Exhibit D** (the "**Silo Right-of-Way**"). The POA, through its covenants, conditions, and restrictions filed of record in the property records of Collin County, shall be required to assess and collect from owners annual fees in an amount calculated to maintain the Silo Right-of-Way and surrounding landscaping, in accordance with maintenance standards articulated by the City and set forth on **Exhibit D**. The City hereby grants a revocable license to the POA, effective upon the dedication of the Silo Right-of-Way to the City, to maintain the Silos and surrounding landscaping in the Silo Right-of-Way. Before approval of the final plat for any area of the Property that contains one or more Heritage Amenities, the Owner will escrow with the City $50,000 to ensure the structural integrity and the maintenance of the Heritage Amenities. If the POA fails to maintain the structure integrity of the Heritage Amenities, the City will use the escrowed funds to demolish the portion of the Heritage Amenities that lacks structural integrity. If the POA removes the Heritage Amenities after a Zoning determination that removal is required, the escrowed funds will be remitted by the City to the POA upon written request.

Section 3.06. Conflicts. In the event of any conflict between this Agreement and any City Regulations, the City Regulations control except that allocation of contributions between the parties and requirements and specifications for construction of infrastructure specifically

addressed in this Agreement or its exhibits controls over allocations and requirements in City Regulations. In case of any conflict between provisions of this Agreement, the more specific provision controls over the more general provision. In case of any conflict between Texas state law and any City Regulations, Texas state law controls. In case of any conflict between the provisions of this Agreement and any Park Land Reimbursement Agreement, this Agreement controls.

ARTICLE IV
DESIGN AND CONSTRUCTION OF OWNER PUBLIC IMPROVEMENTS, CITY CONTRIBUTION PROJECT IMPROVEMENTS AND CITY PROJECT IMPROVEMENTS

Section 4.01. Owner Public Improvements, City Contribution Project Improvements, and City Project Improvements to be Constructed. Subject to the terms and conditions of this Agreement, the Owner agrees to construct the Owner Public Improvements and City Contribution Project Improvements in compliance with the Approved Plans, the applicable City Regulations and this Agreement. Subject to the terms and conditions of this Agreement, the City agrees to construct the City Project Improvements in compliance with the Zoning and this Agreement.

(a) Offsite Sewer Easements and Offsite Sewer Line Construction. Owner will dedicate to the City, without cost, any and all offsite sanitary sewer easements necessary for the construction of the offsite sewer facilities (the "**Offsite Sewer Improvements**") required for development of the Property at a width no wider than 30 feet and a location parallel to and sharing a common boundary with the existing 20 foot wide sewer easement recorded at Volume 1001, Page 55, of the Deed Records of Collin County Texas. Once detailed design is available for the Offsite Sewer Improvements, if the location of the easements as described above are not functional, the Parties agree to meet to determine an appropriate alternative location for the Offsite Sewer Improvements easement, which is not to exceed a total width of 30 feet. The Director of Engineering and the Owner may reach an agreement on an alternative location without amendment of this Agreement. If the existing sewer easement location is no longer functional and the use is discontinued, the City will release the existing easement by plat or by separate instrument. The Offsite Sewer Improvements are City Project Improvements that the City will finance, design and construct. The easement location will be identified on the preliminary plat and dedicated at final plat. If the city needs the easement before the final plat, then the City will pay for the survey to identify the easement and fund the construction obligation. Owner will be responsible for the cost of the pipeline size required to serve their development. If the Owner constructs the line first, the City will reimburse the cost difference between the Owner's required size and the oversized portion, with such cost reimbursement excluded from the reimbursement cap described in Section 4.01(e). If the City constructs the pipeline before the Owner's development, the Owner will pay its proportionate share of the pipeline cost at the time of final plat approval.

(b) Sections A and B.

(i) Subject to delays resulting from one or more events of Force Majeure, the City will design, construct, and be financially responsible for Section A and Section B curb to curb, including the median and stub outs. The Owner will construct from outer curb to edge of right-of-way at the time of final

plat including sidewalks, landscaping and franchise utilities. The City will include water, sewer (if needed in addition to the sewer described in Section 4.01(a)) and drainage infrastructure in Section A and B appropriate to serve the anticipated adjacent single-family homes proposed in the Zoning and connect water facilities to the larger system at K Avenue and the roundabout at Section C.

(ii) The Owner must provide a flood study to the City that applies to Section B at the same time that the Owner obtains the flood study necessary for the design of Section C. The Owner shall provide 100% design plans for Section C to the Director of Engineering when such plans become available. The City's obligation to commence construction of Sections A and B shall not begin unless and until all of the following conditions have been satisfied:

1. The City has received the 100% design plans for Section C;

2. A minimum of twenty-four months has elapsed following the City's receipt of the 100% design plans for Section C;

3. Owner's construction of Section C is substantially complete;

4. The Owner has dedicated to the City, at no cost, all permanent easements required for the construction and maintenance of Sections A and B described in the Zoning, including but not limited to utility easements necessary for median lighting, and all required temporary construction easements, including slope easements;

5. The Owner has provided the flood study that will apply to Section B; and

6. The Owner has provided written notice to the City's Director of Engineering confirming that all of the conditions have been satisfied.

(iii) The Owner shall dedicate the right-of-way described in the Zoning for Sections A and B to the City, at no cost, upon demand by the City. If needed, temporary construction easements and slope easements outside of the permanent easements described in the Zoning for Sections A and B will be in the form attached as **Exhibit F-1** and **Exhibit F-2**. Such dedications shall be made by separate instrument and shall include a reversion clause providing that, if the City does not complete construction of the roadway within the timeframe set forth in this Agreement, the impacted property shall revert to the Owner. If, at the time of final plat, the platted right-of-way for Sections A and B vary from the right-of-way granted by separate instruments, the City shall release by plat or separate instrument recorded at the time the final plat is recorded any property previously obtained by separate instrument that is not within the platted right-pf-way at no cost to the Owner.

(c) Sections C, D, E1 and E2.

(i) Owner will design, construct and be financially responsible for

Section C, Section D, and Section E2. Owner will design and construct Section E1, including paving, water, wastewater, drainage, and street lights, but is entitled to reimbursement from the City as described in Section 4.07. Section C, Section D, Section E1 and E2 will be constructed by the Owner to Full Design Standards from outside edge of right-of-way to outside edge of right-of-way. Construction outer curb to outer curb is required prior to final plat.

(ii) The Owner obligations for Sections C, D, E1 and E2 are regardless of impacts as determined under any traffic impact analysis, including the Lavon Farms traffic impact analysis TIA2023-001.

(d) Streets G, M and Z.

(i) The City will reimburse the Owner as described in Section 4.07 for 50% of the cost of constructing pavement, sidewalk, drainage, and street lights for Street G, as depicted in **Exhibit B**. Street G will be platted with Single Family Tract 4.

(ii) The City will reimburse the Owner as described in Section 4.07 for 50% of the cost of constructing pavement, sidewalk, drainage, and street lights for Street M, as depicted in **Exhibit B**. Street M will be platted with Single Family Tract 2.

(iii) The Owner will design, construct, and be financially responsible for Street Z, as depicted in **Exhibit B**. One half of Street Z will be located on City property to the north of Multifamily Tract 1. The City hereby grants Owner approval to plat the portion of Street Z that City owns at the time Street Z construction drawings are submitted. The City hereby grants a temporary construction easement to the Owner for construction of Street Z as depicted on **Exhibit B**. The City will request Oncor, Spectrum and Capco bury the power poles and facilities within City property included as part of Street Z. All charges from Oncor, Spectrum and Capco for the burial of the power poles and facilities will be split evenly between the Owner and the City. The City will reimburse the Owner as described in Section 4.07 for 50% of the burial costs.

(e) Dual purpose sidewalks. Sidewalks that serve as both trails and sidewalks (described on the Zoning Development Plan as sidepaths) will be constructed as part of the right-of-way and will not be reimbursed by the city as park improvements with the exception of the sidepath adjacent to the Jupiter Road bridge which may be reimbursed from the City's appropriated funds if the actual costs of the City Contribution Project Improvements are less than the $2,750,000 reimbursement cap described in Section 4.01(f).

(f) Notwithstanding anything to the contrary in this Agreement, the City's total financial obligation for the City Contribution Project Improvements shall not exceed $2,750,000. The City's Director of Engineering is delegated authority by the City Council to increase the not to exceed amount of the City's financial obligation for the City Contribution Project Improvements by 20 percent.

(g) Subject to delays resulting from one or more events of Force Majeure, the Owner shall complete construction of the City Contribution Project Improvements before recording the final plat that includes the construction drawings for such improvements. Subject to delays resulting from one or more events of Force Majeure, the City shall complete construction of the City Project Improvements within 24 months of the date the Owner provides written notice to the City's Director of Engineering confirming that all of the conditions described in Section 4.01(b) have been satisfied.

Section 4.02. City Contribution Project Engineering. Owner will provide the City with an opportunity to review and comment on the design of the City Contribution Project Improvements at 30% design, 60% design, and 90% design. Owner agrees that the engineer and the General Contractor selected to undertake the City Contribution Project Improvements will not be an Owner Affiliate unless approved in writing by the City. The Owner will provide the City an opportunity to review and comment on the Engineer's Estimate of Probable Cost that concern the City Contribution Project Improvements. The Owner must provide the City with the construction bid for the City Contribution Project Improvements before construction begins on the City Contribution Project Improvements and thereafter timely provide all change orders affecting the cost of the City Contribution Project Improvements. The Director of Engineering will review the bid and all change orders. The Director of Engineering will approve or disapprove the bid or change orders in writing within 10 days. If the Director of Engineering disapproves the bid or change order, he will provide a written explanation of the disapproval. If the Director of Engineering takes no action within 10 days after Owner provides the bid or change order then the bid or change order is deemed approved. The City will reimburse the Owner for all Eligible Expenses, including the costs in approved bids and change orders for the City Contribution Project Improvements (whether approved by the Director of Engineering or deemed approval); however, if the request for reimbursement for an Eligible Expense is for an approved bid or change order that exceeds the amount in the approved bid or change order (a "Cost Overrun") the City may, after providing a reasonable basis for doing so, disapprove reimbursement solely for the amount of the Cost Overrun.

Section 4.03. Owner's Contractor Licensing and Registration. The Owner's contractor responsible for the City Contribution Project Improvements must be properly licensed and registered to perform work in the State of Texas and the City of Plano, and must maintain all required permits and certifications throughout the duration of the project.

Section 4.04. Experience. The Owner's contractor responsible for the City Contribution Project Improvements must have a minimum of five (5) years of experience in constructing public infrastructure improvements of similar scope and complexity, including successful completion of at least three (3) comparable projects within the last five (5) years unless such requirements are waived by the Director of Engineering.

Section 4.05. Compliance History. The Owner's contractor responsible for the City Contribution Project Improvements must not be subject to any current enforcement actions or unresolved violations by the City or other regulatory agencies.

Section 4.06. Design Standards. The Owner's contractor must comply with all City design standards for all infrastructure that will be dedicated to the City.

Section 4.07. City Reimbursement.

(a) Progress Payments. The City shall reimburse the Owner on a monthly basis for approved City Contribution Project Improvement Costs, provided the Owner submits a Payment Certificate. Each pay request shall include all supporting documentation reasonably required by the City to verify the quantities and value of the work performed during the preceding month, including but not limited to contractor invoices, measured quantities, testing reports, delivery tickets, and evidence of payment to subcontractors and suppliers. The City shall have the right, but not the obligation, to verify all quantities and workmanship through field inspection, measurement, and review of supporting documentation. The Owner acknowledges that reimbursement is limited to work actually completed in accordance with City-approved plans and specifications, and only to the extent such work has been verified and accepted by the City.

(b) City Review and Determination. The City's determination of acceptable quantities, unit prices, and workmanship shall be final for purposes of reimbursement. If a discrepancy exists between the Owner's submitted quantities and the City's measured quantities, the City's determination shall control. The City may withhold reimbursement for (i) incomplete, nonconforming, or defective work; (ii) insufficient documentation; (iii) unresolved testing failures; or (iv) any work for which subcontractors or suppliers have not been paid. Payment by the City does not constitute acceptance of the work and does not waive the City's right to require correction of defective or nonconforming work discovered before or after final acceptance.

(c) Conditions to City Reimbursement.

(i) As a condition for City Reimbursement as outlined above, the Owner shall deliver a Payment Certificate pursuant to the terms herein; and

(ii) The City and the Owner hereby acknowledge and agree that the City Reimbursement shall in no event include costs associated with Owner Public Improvements, unless otherwise approved by the City Council.

Section 4.08. Performance Bond. Prior to Commencement of Construction of Street C, Street D and Street E, the Owner shall execute a performance bond or provide other adequate financial security approved by the City for the construction of the City Contribution Project Improvements to ensure completion of construction of Street C, Street D and Street E, which bond shall be executed with a corporate surety in accordance with Chapter 2253, Texas Government Code. The amount of such performance bond shall be for 100% of the construction costs related to the construction of Street C, Street D and Street E and shall be on a form reasonably approved by the City's Director of Finance. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City has the right to reasonably reject any surety company regardless of such company's authorization to do business in Texas. Evidence of performance bonds or other adequate financial security shall be delivered to the City prior to Commencement of Construction of Street C, Street D and Street E. A completion guarantee from a company that has over $100 million of cash on its balance sheet is evidence of adequate financial security if the City is able to enforce the guarantee. The City will use commercially reasonable discretion when evaluating other adequate financial security.

Section 4.09. City Contribution Project Records. The Owner shall keep, and cause the General Contractor and its subcontractors to keep, a complete and accurate record, including receipts, accounting records and other documentation, relating to the costs of the City Contribution Project Improvements pursuant to this Agreement for a period of four (4) years from the latest of the last City payment, or until any pending litigation or claims are resolved, whichever is later; and to expedite any audit that might be conducted by the City and/or its representatives relating to the City Reimbursement. All of the Owner's (and its General Contractor's) books and other records related to the City Contribution Project Improvements shall be made available in Collin County, Texas, for inspection by the City or City Representative during normal business hours upon written request of the City provided the City has provided not less than two (2) business days' prior written notice. The foregoing notwithstanding, all records, books, documents, accounting procedures, practices, or any other items relevant to the performance of this Agreement shall be subject to examination or audit by the City, or City Representative.

ARTICLE V
CONSTRUCTION MANAGEMENT

Section 5.01. Construction Management Generally.

(a) The Owner shall design and construct or cause the design and construction of the Owner Public Improvements and the City Contribution Project Improvements.

(b) Owner shall submit evidence of payment to the General Contractor and its subcontractors to the City with the Payment Certificate in **Exhibit D**.

(c) The Owner shall dedicate or convey by final plat (or if requested by the City, separate instrument), without cost to the City and in accordance with Applicable Law, all property rights necessary for the construction, operation, and maintenance of the Owner Public Improvements and the City Contribution Project Improvements promptly after the acceptance by the City.

Section 5.02. Cooperation and Coordination; Monthly Meetings. During the planning, design, development, and construction of the Owner Public Improvements, the City Contribution Project Improvements, and the City Project Improvements, the Parties agree to cooperate and coordinate with each other and to assign appropriate, qualified personnel to perform the work contemplated by this Agreement. The City will make reasonable efforts to accommodate urgent or emergency requests during construction of the Owner Public Improvements and the City Contribution Project Improvements. To facilitate a timely review process, the Owner shall attend, and shall cause the City Project Engineer and any other design professionals requested by the City to attend, monthly meetings to discuss the status and progress of the construction of the City Contribution Project Improvements.

Section 5.03. No City Responsibility. The City shall have no responsibility for the cost of planning, design, engineering or construction the improvements in this Agreement (before, during or after construction) except to the extent of the funding of the City Contribution Project Improvements and the funding, planning, designing, engineering and constructing the City Project Improvements as set forth in this Agreement. By performing the functions described in this

Article, the City shall not, and shall not be deemed to assume the obligations or responsibilities of the Owner whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Article. The City's review of the Approved Plans is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of the Approved Plans or the Exhibits for any purpose, including the sufficiency of the design or its utility to development of the Property. The City's approval of the Approved Plans shall not render the City liable for the same, and the Owner assumes and shall be responsible for all claims arising out of or from the use of the Approved Plans.

Section 5.04. Construction Standards. The Owner Public Improvements and the City Contribution Project Improvements will be installed within the public right-of-way or in easements granted to the City. Such easements may be granted at the time of final platting in the final plat (or, if requested by the City, by separate instrument before final platting). The Owner Public Improvements and the City Contribution Project Improvements shall be constructed and inspected in accordance with Applicable Law, and the City Regulations, and all other applicable development requirements, including those imposed by any other Governmental Authority with jurisdiction over the Owner Public Improvements and the City Contribution Project Improvements and this Agreement.

Section 5.05. City Project Improvements Constructed on City Land. To the extent the Owner Public Improvements and the City Contribution Project Improvements are constructed on land owned by the City, the City hereby grants the Owner a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Owner Public Improvements and the City Contribution Project Improvements. The Owner acknowledges and agrees that any such entry onto City-owned land is done at the Owner's own risk, and the Owner accepts the City-owned property in its current condition, "as-is" and "where-is," without any warranties or representations from the City regarding the condition, suitability, or fitness for any particular purpose.

Section 5.06. Easements Granted to City for Access and Maintenance. If the Owner Public Improvements and the City Contribution Project Improvements are constructed on land owned by the Owner, the Owner shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form; and the Owner hereby grants to the City a permanent access and maintenance easement to enter upon such land for purposes related to inspection and maintenance of the Owner Public Improvements and the City Contribution Project Improvements. The grant of the permanent easement shall not relieve the Owner of any obligation to grant the City title to property and/or easements related to the Owner Public Improvements and the City Contribution Project Improvements as required by this Agreement.

Section 5.07. City Police Powers. The Owner recognizes the authority of the City pursuant to the Texas Constitution together with the City's charter and ordinances to exercise its police powers in accordance with Applicable Law to protect the public health, safety, and welfare. The City retains its police powers over the Owner and its contractors' construction activities related to the Owner Public Improvements and the City Contribution Project Improvements, and

the Owner recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection.

Section 5.08. Competitive Bidding. The Parties acknowledge that the city contribution to the cost for construction of infrastructure on the Property, other than the cost of infrastructure that the city is undertaking as a community improvement program project through the regular procurement process, is less than 30% of the total cost of the infrastructure proposed for the development of the Property. As a result, the construction of the public improvements described in this Agreement, is exempt from the competitive bidding requirements of Texas Local Government Code Section 252.022 pursuant to Texas Local Government Code Section 212.071. In the event it is determined that the obligations under this Agreement no longer meet the parameters for exemption from the competitive bid requirement, the Parties will cooperate to use competitive bidding as required by law.

ARTICLE VI
FUNDING OF CITY CONTRIBUTION PROJECT IMPROVEMENTS AND CITY PROJECT IMPROVEMENTS

Section 6.01. City Obligation Limited with Respect to Owner Public Improvements and City Contribution Project Improvements. Upon written acceptance of the Owner Public Improvements and the City Contribution Project Improvements by the City, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of the Owner Public Improvements and the City Contribution Project Improvements, including all costs thereof and relating thereto.

Section 6.02. Payment Process. The City shall authorize payment of the City Reimbursement as set forth in Section 4.07. Within 15 days following receipt of any Payment Request, the City Manager shall either: (a) approve the Certificate for Payment and process it for payment, or (b) provide the Owner with written notification of disapproval of all or part of a Payment Request, specifying the basis for any such disapproval. If there is a good faith dispute over the amount of any payment requested, the City Manager shall nevertheless facilitate payment of the undisputed amount, and the Owner and the City, shall use all reasonable efforts to resolve the disputed amount before the next payment is made; however, if the City and the Owner are unable to resolve the disputed amount, then the City's determination of the disputed amount shall control, after which time the Owner or the City may pursue its remedies under this Agreement. If the City Manager takes no action within such 15-day period, the Payment Request shall be deemed approved.

Section 6.03. City Funding Obligations. The City has appropriated current funds to design and construct Section A and Section B as depicted in **Exhibit B** and restricted such funds to this obligation. The City has also appropriated $2,750,000 of current funds to reimburse the Owner for the City Contribution Project Improvements as capped under Section 4.01(e) and restricted such funds to those obligations. The City will finance the Offsite Sewer Improvements through sewer impact fees and bond funds.

ARTICLE VII
PARK LAND AND PARK IMPROVEMENTS

Section 7.01. Dedication of Park Parcels 2Y and 5Y. The Owner will dedicate Parcel 2Y to the City of Plano, at no cost to the City, at the time of final plat for Single Family 3 Tract as depicted in **Exhibit B**. The Owner will dedicate Parcel 5Y to the City of Plano, at no cost to the City, at the time of final plat for the Single Family 4 Tract as depicted in **Exhibit B**.

Section 7.02. Park Land Reimbursement Agreement. The City and the Owner will enter into a Park Land Reimbursement Agreement in the form attached as **Exhibit G** for all park land and park improvement acquisitions prior to preliminary plat being approved by City staff. Parcel 4Y is the only neighborhood park within the Property. All other parks within the Property are open space, some of which will have trails. Each Park Land Reimbursement Agreement will identify the park improvements to be constructed by the Owner the costs of which will be reimbursed by the City.

Section 7.03. Park Land Acquisition.

(a) Parcel 4Y. As a part of the subdivision process, at the time of the first final plat of any portion of the Property the City will pay $ 2,066,978.63 for the approximately 3.1 acres identified as Parcel 4Y in Exhibit B (the "Neighborhood Park"). Owner is obligated to remediate the Neighborhood Park by filling the pond and removing existing structures at Owner's expense prior to receiving City payment from the City for the Neighborhood Park. At the time of final plat, after the pond has been filled and alternative facilities are in place to handle the stormwater and drainage, the City will release by the plat the drainage easement recorded at Volume 3020, Page 341 of the Deed Records of Collin County, Texas.

(b) Parcel 3Y. The City intends to acquire Parcel 3Y at the time of final plat of Single Family Tract 2.

(c) Later Park Acquisitions. All remaining park acquisition depicted on **Exhibit B** will be determined as part of the subdivision process, with each acquisition considered at the time of preliminary plat and purchased pursuant to a Park Land Reimbursement Agreement at the time of final plat.

ARTICLE VIII
REPRESENTATIONS AND WARRANTIES

Section 8.01. Representations and Warranties of the City. The City makes the following representations and warranties for the benefit of the Owner:

(a) Due Authority; No Conflict. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act). The City has all requisite power and authority to execute this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid, and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the

terms of any agreement or instrument to which the City is a party, or by which the City is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(b) No Litigation. No litigation is pending or, to the best of the City's knowledge, threatened in any court to restrain or enjoin the construction of the Owner Public Improvements and the City Contribution Project Improvements, or the City's design, construction, payment and reimbursement obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

Section 8.02. Representations and Warranties of Owner. The Owner makes the following representations and warranties for the benefit of the City:

(a) Due Organization. The Owner is a Texas limited partnership validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas; and the person executing this Agreement on behalf of the Owner is authorized to enter into this Agreement.

(b) Due Authority: No Conflict. The Owner represents and warrants that they have all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Owner and constitute the Owner's legal, valid, and binding obligations enforceable against the Owner in accordance with their terms. The consummation by the Owner of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Owner, or any of the terms of any agreement or instrument to which the Owner is a party, or by which the Owner is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or Governmental Authority.

(c) Litigation/Proceedings. To the best of their knowledge, the Owner, after reasonable inquiry, affirms that there are no pending, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Owner's ability to consummate the transactions contemplated hereby, nor is there a preliminary or permanent injunction or other order, decree, or ruling issued by a Governmental Authority, and there is no statute, rule, regulation, or executive order promulgated or enacted by a Governmental Authority that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

ARTICLE IX
TERMINATION EVENTS

Section 9.01. Owner Termination Events. The Owner may, by written notice to the City, terminate this Agreement if City commits an Event of Default and fails to cure such Event of Default prior to the expiration of any relevant cure period.

Section 9.02. City Termination Events. The City may, by written notice to the Owner, terminate this Agreement if Owner commits an Event of Default and fails to cure such Event of Default prior to the expiration of any relevant cure period.

Section 9.03. Termination Procedure. If either Party determines that it wishes to terminate this Agreement pursuant to this Article, such Party must deliver a written notice to the other Party specifying in reasonable detail the basis for such termination and electing to terminate this Agreement. Upon such a termination, the Parties hereto shall have no duty or obligation one to the other under this Agreement, including the reimbursement of any of the Owner's costs that were previously advanced or incurred. Provided, however, that as of the date of termination, City Contribution Project Improvement Costs submitted pursuant to a Payment Certificate and approved by the City, shall still be subject to City Reimbursement.

ARTICLE X
TERM

Section 10.01. Term. This Agreement shall terminate upon the earlier of: (i) the Expiration Date; (ii) the date the improvements described in this Agreement are completely constructed, all public infrastructure has been accepted, and the Parties have both completed all responsibilities under this Agreement; (iii) the occurrence of a termination event under Article IX; provided, however, that the obligations contained in Section 3.05 shall survive termination and be governed by the applicable POA formation documents.

ARTICLE XI
DEFAULTS AND REMEDIES

Section 11.01. Defaults. Each of the following events shall be an "**Event of Default**" under this Agreement:

(a) The City shall fail to timely pay to the Owner any monetary sum hereby required of it as and when the same shall become due and payable.

(b) The City shall fail to timely construct the City Project Improvements.

(c) Either Party shall fail to comply in any material respect with any term, provision, or covenant of this Agreement.

(d) The Owner fails to comply with the Zoning.

(e) The filing or consent by the Owner of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights.

(f) The entering of an order for relief against the Owner or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of the Owner in any involuntary proceeding, and the continuation of such order, judgment, or degree unstayed for any period of ninety (90) consecutive days.

(g) Any representation or warranty confirmed or made in this Agreement by either Party was untrue in any material respect as of the Effective Date.

NOTWITHSTANDING THE FOREGOING OR THE TERMINATION RIGHTS GRANTED IN ARTICLE IX, NO EVENT OF DEFAULT WILL ENTITLE THE CITY TO SUSPEND PERFORMANCE UNDER THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, WITHHOLDING ANY TYPE OF DEVELOPMENT APPROVAL OR MUNICIPAL SERVICE) UNLESS THE PORTION OF THE PROPERTY FOR WHICH PERFORMANCE IS SUSPENDED IS THE SUBJECT OF THE DEFAULT (FOR EXAMPLE, THE CITY SHALL NOT BE ENTITLED TO SUSPEND ITS PERFORMANCE WITH REGARD TO THE DEVELOPMENT OF "TRACT X" BY "DEVELOPER A" BASED ON THE GROUNDS THAT DEVELOPER A IS IN DEFAULT WITH RESPECT TO ANY OTHER TRACT OR BASED ON THE GROUNDS THAT ANY OTHER DEVELOPER IS IN DEFAULT WITH RESPECT TO ANY OTHER TRACT).

NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO LIMIT OR RESTRICT OWNER'S RIGHT TO PROTEST AD VALOREM TAXES. THE OWNER'S DECISION TO PROTEST AD VALOREM TAXES ON ALL OR ANY PORTION OF THE PROPERTY IS NOT AN EVENT OF DEFAULT.

Section 11.02. Notice and Cure Period.

(a) Before any Event of Default under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance. No breach of this Agreement may be found to have occurred if performance of remedial action has commenced to the reasonable satisfaction of the complaining Party within 30 days of the receipt of such notice (or 15 days for a monetary default), with completion of performance within 90 days (or satisfaction of any monetary default within 60 days).

(b) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed by Force Majeure, the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any such Force Majeure event shall deliver, not later than ten (10) days after the claiming Party becomes aware of the same, written notice of the commencement of any such delay resulting from such Force Majeure event and the duration the Force Majeure event is reasonably expected to last, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article.

Section 11.03. Remedies. Upon the occurrence of any Event of Default that remains uncured after the expiration of the applicable cure period, the following remedies are available:

(a) Either Party may pursue any legal or equitable remedy or remedies, including, specific performance, actual damages, and termination of this Agreement. Termination or non-termination of this Agreement shall not prevent either Party from suing the other Party for specific performance, damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination.

(b) The City, after written notice to the Owner, may repair, restore or correct, on a commercially reasonable basis, all damage caused by the Owner to property or facilities of the City during construction of the Owner Public Improvements or the City Contributed Project Improvements and require reimbursement from the Owner to the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary repairs of such damage.

(c) If the Property is not in compliance with the Zoning at the time the City is to commence construction of sections A and B as described in Section 4.01(b), the City is not required to commence construction until compliance is reached.

(d) The City may suspend its obligations under this Agreement, including construction of City Project Improvements, until the Owner cures any uncured default.

(e) The City may withhold development permits until the default is cured, SUBJECT TO THE LIMITATION IN SECTION 11.01.

(f) The City may draw upon any posted performance bonds or other financial security to remedy an uncured default, including costs of repair, remediation, or completion of public improvements.

(g) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

(h) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 11.04. Limited Waiver of Immunity.

(a) The City and the Owner hereby acknowledge and agree that this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, and the City's immunity from suit is waived only as specifically set forth in such statute for the purpose of enforcing this Agreement.

Section 11.05. Limitation on Damages. In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

Section 11.06. Waiver. Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term, or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

ARTICLE XII
INSURANCE, INDEMNIFICATION, AND RELEASE

ALL INSURANCE AND INDEMNIFICATION OBLIGATIONS OF THE OWNER IN THIS ARTICLE XII ARE CONDITIONED UPON THE CITY ASSERTING ITS IMMUNITY FROM SUIT AND IMMUNITY FROM LIABILITY AGAINST ALL THIRD PARTY CLAIMS, IF APPLICABLE.

Section 12.01. Insurance. With no intent to limit any contractor's liability or obligation for indemnification, the Owner shall maintain or cause to be maintained by the General Contractor constructing the Owner Public Improvements and the City Contribution Project Improvements, certain insurance, as provided below. Such insurance shall remain in full force and effect during construction of the Owner Public Improvements and the City Contribution Project Improvements and shall name the City as an additional insured under such contractor's insurance policies.

(a) With regard to the obligations of this Agreement, the Owner shall require the General Contractor to obtain and maintain at their expense, the following policies of insurance and coverage and provided below:

(i) Commercial general liability insurance for the Owner Public Improvements and the City Contribution Project Improvements written on an occurrence form with policy, providing coverage for claims including damages for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of the Owner, the Owner, the City and their respective officers, directors, agents, contractors, or employees, in the amount of $5,000,000 per occurrence or a limit equal to the amount of the contract amount, $5,000,000 general aggregate bodily injury and property damage. The General Contractor may achieve the required limits and coverage for commercial general liability and business automobile liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under this Section 12.01(a), and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The General Contractor may procure and maintain a master or controlled insurance policy to satisfy the requirements of this section, which may cover other property or locations of the General Contractor and its affiliates, so long as the coverage required in this section is separate;

(ii) Worker's compensation insurance as required by law;

(iii) Business automobile insurance covering all operations of the General Contractor pursuant to the Construction Agreement(s) involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than $5,000,000 combined single limit for bodily injury, death, and property damage liability;

(iv) Professional liability insurance for errors and omissions coverage in the amount of not less than $5,000,000;

(v) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;

(vi) Each policy of insurance with the exception of worker's compensation and professional liability shall be endorsed to include the City (including its former, current, and future officers, directors, agents, and employees) as additional insureds;

(vii) Each policy, with the exception of worker's compensation and professional liability, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and

(viii) The Owner shall cause the General Contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction of the City Project Improvements and within ten (10) days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the General Contractor shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the General Contractor shall within ten (10) business days after written request provide the City with the certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

Section 12.02. Waiver of Subrogation. The commercial general liability, worker's compensation, business auto and excess liability insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

Section 12.03. Additional Insured Status. With the exception of worker's compensation Insurance and any professional liability insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using additional insured endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

Section 12.04. Certificates of Insurance. Certificates of insurance and policy endorsements in a form satisfactory to the City shall be delivered to the City prior to the commencement of any work or services on the City Contribution Project Improvements. All required policies shall be endorsed to provide the City with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Owner shall provide sixty (60) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article.

On every date of renewal of the required insurance policies, the Owner shall cause (and cause its General Contractor) to provide certificates of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Owner

shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of the City Reimbursement or any other amounts to the Owner by the City.

Section 12.05. Carriers. All policies of insurance required to be obtained by the Owner and its General Contractor pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and reasonably approved by the City, and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "**A**" or better by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Owner's and its Contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

Section 12.06. Indemnification. THE OWNER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS AND EMPLOYEES (COLLECTIVELY THE "**CITY**" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF THE OWNER OR OWNER'S RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, GENERAL CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM THE OWNER AND THE OWNER ARE LEGALLY RESPONSIBLE (COLLECTIVELY, THE "**OWNER**" FOR PURPOSES OF THIS SECTION) IN THE OWNER'S PERFORMANCE OF THE OBLIGATIONS SET FORTH IN THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF THE CITY (HEREINAFTER "**CLAIMS**"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "**CLAIMS**" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO THE PERFORMANCE OF ANY CITY OBLIGATIONS SET FORTH IN THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN THE OWNER AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH THE OWNER, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER

FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THE OWNER IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL SUCH CLAIMS.

IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE OWNER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY THE CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE CITY IN WRITING. THE CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, THE CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY THE CITY IS NOT TO BE CONSTRUED AS A WAIVER OF THE OWNER'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF THE OWNER'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS AGREEMENT. THE OWNER SHALL RETAIN THE CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF THE CITY'S WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF THE OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, THE CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND THE OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

THE RIGHTS AND OBLIGATIONS OF THE OWNER HEREIN SHALL NOT BE LIMITED TO ANY INSURANCE REQUIRED HEREIN AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.01. Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City, to:

Attn: Mark Israelson
City Manager
City of Plano, Texas
Plano Municipal Center
1520 K Avenue
Plano, Texas 75074

With a Copy to:

Attn: Paige Mims
City Attorney
City of Plano, Texas
Plano Municipal Center
1520 K Avenue, Suite 340
Plano, Texas 75074

If intended for the Owner, to:	**With a Copy to:**
Attn: Todd Moore PO Box 695, Emory, Texas 75440	Attn: Attn: Misty Ventura Shupe Ventura, PLLC 9406 Biscayne Blvd. Dallas, Texas 75218

Section 13.02. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 13.03. Transfer. The Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, the Owner's right, title, or interest to payments under this Agreement (any of the foregoing, a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until notice of the Transfer is given to the City. The City may rely on notice of a Transfer received from the Owner without obligation to investigate or confirm the validity of the Transfer. The Owner waives all rights or claims against the City for any funds paid to a third party as a result of a Transfer for which the City received notice.

Section 13.04. Assignment.The Owner may not assign this Agreement without the prior written consent of the City Representative, which consent will not be unreasonably withheld, unless such assignment, whether such assignment is in whole or in part, is to an Owner Affiliate or an owner of all or any portion of the Property. Notwithstanding the foregoing, the assignment of this Agreement by the Owner, whether with or without the City's consent, shall not be effective and binding on the City unless and until a copy of the document signed by the assignor and assignee in which the assignee has agreed to assume all of the assignor's rights and obligations under this Agreement has been received the City.

(b) Notwithstanding anything in this Agreement to the contrary, in no event shall this Agreement be assigned to an individual or entity (i) involved in a threatened or pending lawsuit against the City; (ii) adverse to the City in a threatened or pending property tax dispute unless resulting from a tax protest; or (iii) that has been charged with or convicted of a felony.

(c) No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner.

(d) No assignment by Owner shall release, minimize, or otherwise impact the obligations of any guarantor set forth in a completion or other third-party guarantee.

Section 13.05. Collateral Assignment. Owner and Transferees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been

given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A. lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party.

Section 13.06. Severability. In the event any section, subsection, paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

Section 13.07. Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas without regard to choice of law rules; and venue for any action concerning this Agreement shall be in a State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 13.08. Entire Agreement. This Agreement embodies the entire Agreement between the Parties and supersedes all prior Agreements, understandings, if any, relating to the Property and the matters addressed herein and may be amended or supplemented only by written instrument executed by the Party against whom enforcement is sought.

Section 13.09. Recitals. The Recitals to this Agreement are legislative findings, are agreed to by the Parties, and are incorporated herein as part of this Agreement.

Section 13.10. Exhibits. The following exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same:

A	Property Description
B	Project Conceptual Plan
C	Payment Certificate
D	Silo Property and Maintenance Requirements
E	Multifamily Façade Rendering
F-1	Form Temporary Construction Easement
F-2	Form Slope Easement
G	Park Land Reimbursement Agreement

Section 13.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 13.12. Headings. The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereto.

Section 13.13. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, the City has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign, and official immunity, that

would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

Section 13.14. No Boycott of Israel Verification. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 13.15. Sanctioned Countries Representation. The Owner represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code

Section 13.16. No Discrimination Against Energy Companies Verification. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code by reference to Section 809.001, Texas Government Code, shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

Section 13.17. No Discrimination Against Firearm Entities and Firearm Trade Associations Verification. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 , Texas Government Code, as amended, the Owner hereby verifies that it (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

Section 13.18. Definition of the Term Affiliate. As used in Sections 14.12 through 14.16, the Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 13.19. No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties.

Section 13.20. Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The City Representative, or designee, is authorized to execute any amendments to this Agreement and any instruments related hereto.

Section 13.21. No Reliance and No Third-Party Obligation. This Agreement is entered into solely between the Parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person or entity other than the Parties hereto. Except for authorized assignees permitted herein, no other person or entity shall have any rights or obligations under this Agreement, and no third party shall be entitled to rely on any provision contained herein. Any representations, warranties, or statements made in connection with this Agreement are strictly limited to the Parties involved and do not extend to any other individual or organization, other than an authorized assignee.

Section 13.22. Amendment. This Agreement may only be amended by a written agreement executed by all Parties. The City Representative is authorized on behalf of City and the Board to execute any amendments hereto and any instruments or other agreements related hereto to effectuate the intent of this Agreement.

Section 13.23. Legal Construction. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions. It is the intention of the Parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement, which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 13.24. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, relating to a period of time following the termination of this Agreement shall survive termination. Liability for breach of any representations, warranties, covenants, and obligations that survive termination of this Agreement shall survive until barred by the applicable statute of limitations.

Section 13.25. Estoppel. From time to time upon written request of the Owner, the City Attorney will execute a written estoppel certificate (1) identifying any obligations of the Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; or (2) stating, to the extent true, that to the best knowledge and belief of the City, the Owner is in compliance with its duties and obligations under this Agreement.

Section 13.26. Future Action. Notwithstanding anything in this Agreement to the contrary, any amendments and requirements under this Agreement for future action are subject to review and approval by the then acting City Council. Nothing in this Agreement shall be construed to bind, obligate, or restrict the actions or decisions of any future City Council.

Section 13.27. Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.

Section 13.28. Public Information. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and, to the extent such requirements apply to this Agreement, the Owner agrees that this Agreement may be terminated if the Owner knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and the Owner fails to cure the violation on or before the 10th business day after the date the City provides notice to Owner of noncompliance with Subchapter J, Chapter 552. To the extent Section 552.372, Texas Government Code applies to this Agreement, Owner is required to preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City for the duration of this Agreement; promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Owner on request of the City; and on completion of the Agreement, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City.

Section 13.29. Employment of Undocumented Workers. The Owner agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Owner shall repay the incentives granted herein within 120 days after the date the Owner is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

SIGNED AND AGREED this 8th day of December, 2025.

THE CITY:

CITY OF PLANO, TEXAS

By:_____
Mark Israelson, City Manager

ATTEST:

_____
Lisa Henderson, City Secretary

APPROVED AS TO FORM:

_____
Paige Mims, City Attorney

SIGNED AND AGREED this 8th day of December, 2025.

THE TODD ANDREW MOORE-JONATHAN ALLEN MOORE FAMILY LIMITED PARTNERSHIP, LTD.,
a Texas limited partnership

By: J & T Management, Inc.,
a Texas corporation,
its general partner

By: _____
Name: Todd A. Moore
Title: President

EXHIBIT A

PROPERTY DESCRIPTION

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the J. Russell Survey, Abstract No. 776, and the J. Salmons Survey, Abstract No. 815 and the Daniel Rowlett Survey, Abstract No. 738, City of Plano, Collin County, Texas, being Remainder of a Called 40 Acre Fourth Tract (Brown Farm)
Todd Andrew-Moore-Jonathan Allen Moore Family Limited Partnership, Ltd. Inst. No. 97-0017321 (Vol. 3863, Pg. 95) and Inst. No. 97-0017322 (Vol. 3863, Pg. 98), O.P.R.C.C.T.; Remainder of a Called 173.808 Acre Fifth Tract (Brown Farm) Todd Andrew-Moore-Jonathan Allen Moore Family Limited Partnership, Ltd. Inst. No. 97-0017325 (Vol. 3863, Pg. 107) as corrected in Inst. No. 99-0092846 (Vol. 4465, Pg. 999), and Inst. No. 97-0017326 (Vol. 3863, Pg. 110), O.P.R.C.C.T. as corrected in Inst. No. 99-0092845 (Vol. 4465, Pg. 995), O.P.R.C.C.T; Remainder of a Called 11.792 Acres Jonathan Allen Moore & Todd Andrew Moore (1/2 Interest) Vol. 3190, Pg. 734, D.R.C.C.T. Janiece Moore (1/10 interest), Patricia Ann Moore (1/10 Interest), Jonathan A. Moore (1/10 Interest), Todd A. Moore (1/10 Interest), W. Lee Moore, III (1/20 Interest), Linda Sue Moore (1/20 Interest) in the Probate Will, Cause No. 90-3031-P2; all of a Called 0.5502 Acre tract (Abandonment of Old Jupiter Road), quitclaimed to W. Lee Moore Jr. and Margaret Moore Cox in City Ordinance No. 89-1-14 in the notice of certification recorded in Vol. 3007, Pg. 452, D.R.C.C.T.; Remainder of
a Called 9.62 Acre tract (Christian Farm) described in special warranty deeds to Todd Andrew Moore-Jonathan Allen Moore Family Limited Partnership Inst. No. 99-0092849 and Inst. No. 99-0092850 (Vol. 4465, Pg. 1021) O.P.R.C.C.T. (2/5 interest), to W. Lee Moore, III in a trustee's deed to trust beneficiary, recorded in Vol. 1032, Pg. 71, D.R.C.C.T. (1/5 Interest), to Patricia Ann Moore in a trustee's deed to trust beneficiary recorded in Vol. 1287, Pg. 514, D.R.C.C.T. (1/5 Interest), to Linda Sue Wood in a trustee's deed to trust beneficiary recorded in Vol. 1287, Pg. 617, D.R.C.C.T., 1/5 Interest), with the subject tract being more particularly described as follows:

BEGINNING at a point in the centerline of Jupiter Road, a variable width public right-of-way and also bearing S 01°14'03" W, 816.92 feet from the northwest corner of M. Beck Survey, Abstract No. 76;

THENCE along said centerline of said Jupiter Road, the following courses and distances:

S 00°13'11" E, 461.00 feet;
A tangent curve to the left having a central angle of 01°34'31", a radius of 3500.00 feet, a chord of S 01°00'27" E - 96.23 feet, an arc length of 96.23 feet;

S01°47'48" E, 421.12 feet;

A tangent curve to the right having a central angle of 07°33'31", a radius of 3500.00 feet, a chord of S 01°57'54" W - 461.39 feet, an arc length of 461.72 feet;

S 05°44'39" W, 344.84 feet;

A tangent curve to the right having a central angle of 08°0329", a radius of 1400.00 feet, a chord of S 09°39'47" W - 196.73 feet, an arc length of 196.89 feet to the beginning of a reverse curve to the left;

Along said reverse curve to the left having a central angle of 13°20'13", a radius of 1400.00 feet, a chord of S 07°12'03" W - 325.15 feet, an arc length of 325.89 feet;

S 00°31'57" W, 131.41 feet;

A tangent curve to the right having a central angle of 12°22'32", a radius of 1800.00 feet, a chord of S 06°43'13" W - 388.03 feet, an arc length of 388.79 feet;

S 12°54'29" W, 26.22 feet;

A tangent curve to the left having a central angle of 00°20'43", a radius of 1800.00 feet, a chord of S 12°44'07" W - 10.85 feet, an arc length of 10.85 feet;

THENCE departing said centerline of Jupiter Road, S 49°37'52" W, and passing at a distance of 88.99 feet the southeast corner of a tract of land as recorded by deed to W. Lee Moore, Jr., as recorded in Volume 607, Page 271, Deed Records, Collin County, Texas, and also passing at a distance of 104.71 feet the northeast corner of Lot 1, Block A, Parker Triangle, an addition to the City of Plano as recorded in Cabinet 2018, Page 689, Plat Records, Collin County, Texas, for a total distance of 539.23 feet;

THENCE S 49°17'02" W, 171.90 feet to a southwesterly corner of said Parker Triangle Addition;

THENCE S 14°53'17" E, 131.56 feet to the centerline of said Parker Road to the beginning of a tangent curve to the left;

THENCE along said curve to the left having a central angle of 25°52'54", a radius of 1151.04 feet, a chord of S 62°10'16" W - 515.54 feet, an arc length of 519.95 feet;

THENCE S 48°49'43" W, 417.67 feet along centerline of said Parker Road;

THENCE departing said centerline of said Parker Road, N 40°34'56" W, and passing at a distance of 55.00 feet the southeast corner of Lot 1R, Block A, Collin Creek Free Will Baptist Church, an addition to the City of Plano as recorded in Cabinet O, Page 398, Plat Records, Collin County, Texas, for a total distance of 401.24 feet to a southeasterly corner of Lot 1B, Block A, J.M. Barron Elementary School, an addition to the City of Plano as recorded in Volume 892, Page 795, Plat Records, Collin County, Texas;

THENCE along the common line of said W. Lee Moore, Jr. & City of Plano tracts, the following courses and distances:

N 36°27'51" E, 401.57 feet;
N 04°04'11" E, 353.04 feet;
N 65°55'35" W, 92.47 feet;
N 88°59'09" W, 99.48 feet;
N 59°38'52" W, 334.17 feet;
N 55°14'56" W, 367.71 feet;
N 80°16'57" W, 460.42 feet;
N 86°36'42' W, 285.92 feet;
S 48°40'32" W, 330.71 feet;
S 72°17'39" W, 148.05 feet;
N 46°04'36" W, 210.14 feet;
N 54°34'58" W, 306.59 feet;
N 73°24'46" W, 623.39 feet;
N 76°36'18" W, 142.30 feet to the east line of Avenue K;

THENCE N 64°09'23" W, 55.00 feet to the centerline of said Avenue K;

THENCE along said centerline of said Avenue K, the following courses and distances;

A tangent curve to the right having a central angle of 12°47'44", a radius of 2504.22 feet, a chord of N 32°14'30" E - 558.09 feet, an arc length of 559.25 feet;

N 38°38'22" E, 13.34 feet;

A tangent curve to the right having a central angle of 18°46'34", a radius of 2500.00 feet, a chord of N 48°01'38" E - 815.60 feet, an

arc length of 819.26 feet to the beginning of a reverse curve to the left;

Along said reverse curve to the left having a central angle of 05°18'54", a radius of 1792.90 feet, a chord of N 55°22'14" E - 166.26 feet, an arc length of 166.32 feet;

THENCE departing said centerline of said Avenue K, S 37°19'05" E, 55.00 feet to the southwest corner of Lot 1, Block A, Assured, an addition to the City of Plano as recorded in Document Number 20080207010000480, Official Public Records, Collin County, Texas and the common line of said W. Lee Moore, Jr. tract;

THENCE S 88°03'11" E, passing at a distance of 1041.50 feet the southeast corner of said Assured Addition and the south line of City of Plano property, for a total distance of 1139.97 feet;

THENCE N 67°44'45" E, passing at a distance of 90.57 feet the north line of City of Plano Property and the most southerly corner of Lot 2, Block A, Jefferson At Spring Creek, Phase 1, as recorded in Cabinet K, Page 749, Plat Records, Collin County, Texas, for a total distance of 453.41 feet;

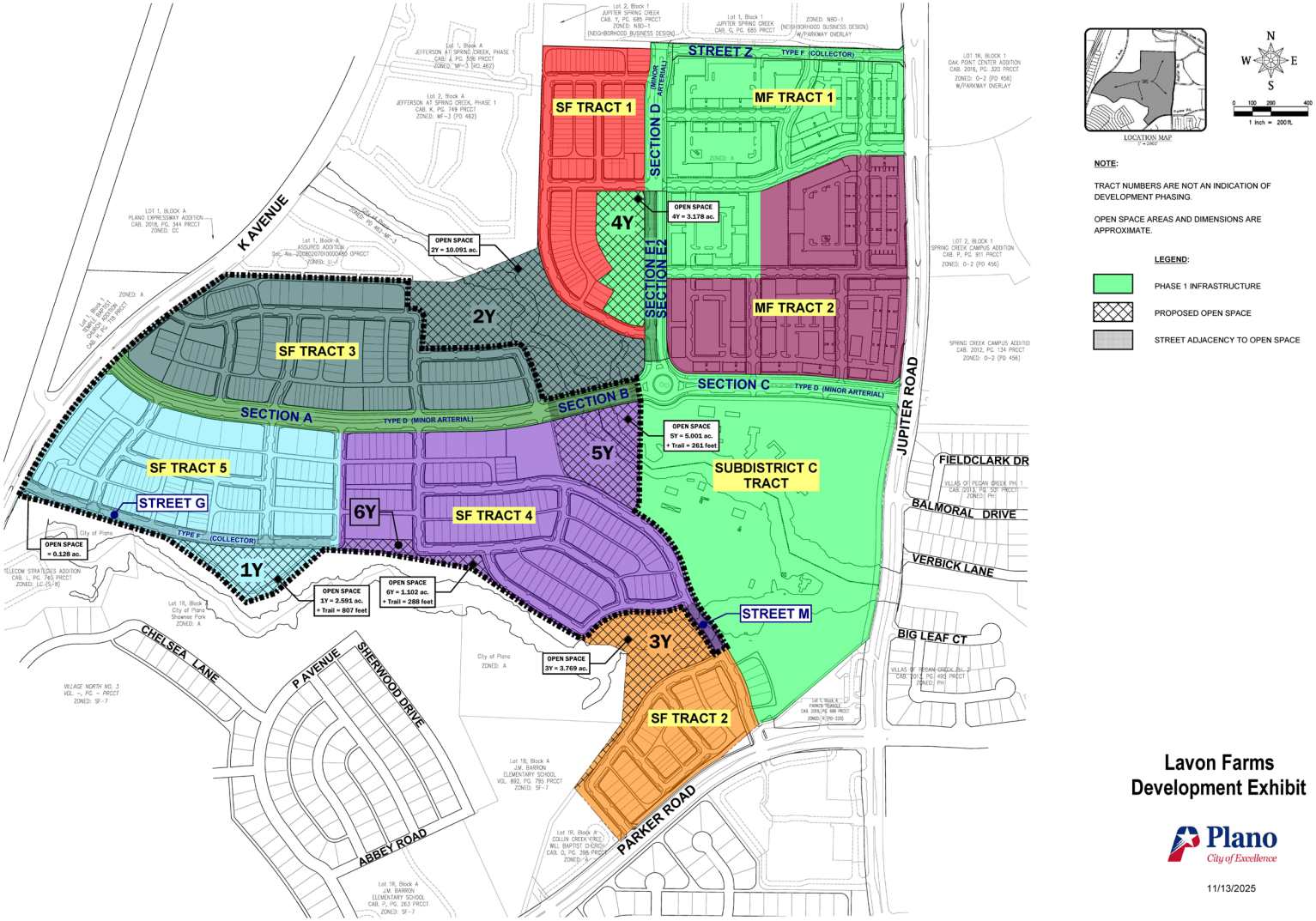
THENCE N 01°31'02" E, passing at a distance of 807.48 feet the northeast line of said Lot 2, Block A Jefferson At Spring Creek, Phase 1 and the southeast corner of Lot 1, Block A, Jefferson At Spring Creek, Phase 2, as recorded in Cabinet J, Page 556, Plat Records, Collin County, Texas, for a total distance of 1010.82 feet to the southwest corner of Lot 2, Block 1, Jupiter Spring Creek, an addition to the City of Plano as recorded in Cabinet Y, Page 685, Plat Records, Collin County, Texas;

THENCE S 88°18'16" E, 1049.60 feet along the common line of said Lot 2, Block 1 and W. Lee Moore, Jr. tract;

THENCE continuing along said common line, S 88°24'43" E, 809.74 feet to the POINT OF BEGINNING with the subject tract containing 9,396,207 square feet or 215.707 acres of land.

EXHIBIT B

PROJECT CONCEPTUAL PLAN



Lavon Farms
Development Exhibit

Plano
City of Excellence

11/13/2025

EXHIBIT C

PAYMENT CERTIFICATE

CERTIFICATE FOR PAYMENT FORM – AUTHORIZED IMPROVEMENT

The undersigned is an agent for [Entity Name and Type] (the "**Owner**") and requests payment to the Owner (or to the person designated by the Owner) from the City Project Improvements Account of the Project Fund, in the amount of_____ ($_____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain City Contribution Project Improvements providing a special benefit to the Property.

In connection with the above referenced payment, the Owner represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Owner, is qualified to execute this Certificate for Payment Form on behalf of the Owner and is knowledgeable as to the matters set forth herein.

2. The itemized payment requested for the below referenced City Contribution Project Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The itemized amounts listed for the City Contribution Project Improvements below is a true and accurate representation of the Actual Costs of the City Contribution Project Improvements associated with the creation, acquisition, or construction of said City Contribution Project Improvements and such costs are in compliance with the Development Agreement.

4. The Owner is in compliance with the terms and provisions of the Development Agreement.

5. All conditions set forth in the Development Agreement for the payment hereby requested have been satisfied.

6. The work with respect to City Contribution Project Improvements referenced below (or its completed segment) has been completed, and the City has inspected such City Contribution Project Improvements (or its completed segment).

7. The Owner agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of City Contribution Project Improvements	Total Cost of City Contribution Project Improvements	Budgeted Cost of City Contribution Project Improvements	Amount requested to be paid from the City Project Improvements Account	Total amount disbursed from the City Project Improvements Account upon payment of sums under this Payment Certificate

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are **"bills paid" affidavits and supporting documentation** in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the City Contribution Project Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.

b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

OWNER:

[ENTITY NAME]

By:_____
Name:
Title:

APPROVAL OF REQUEST

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below to the Owner or other person designated by the Owner as listed and directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, or any other agreement between the parties or that there is a defect in the City Contribution Project Improvements.

Amount of Payment Certificate Request	Amount to be Paid from City Project Improvements Account
$_____	$_____

CITY OF PLANO, TEXAS

By:_____

Name:_____
Title:_____
Date:_____

EXHIBIT D

SILO PROPERTY AND MAINTENANCE

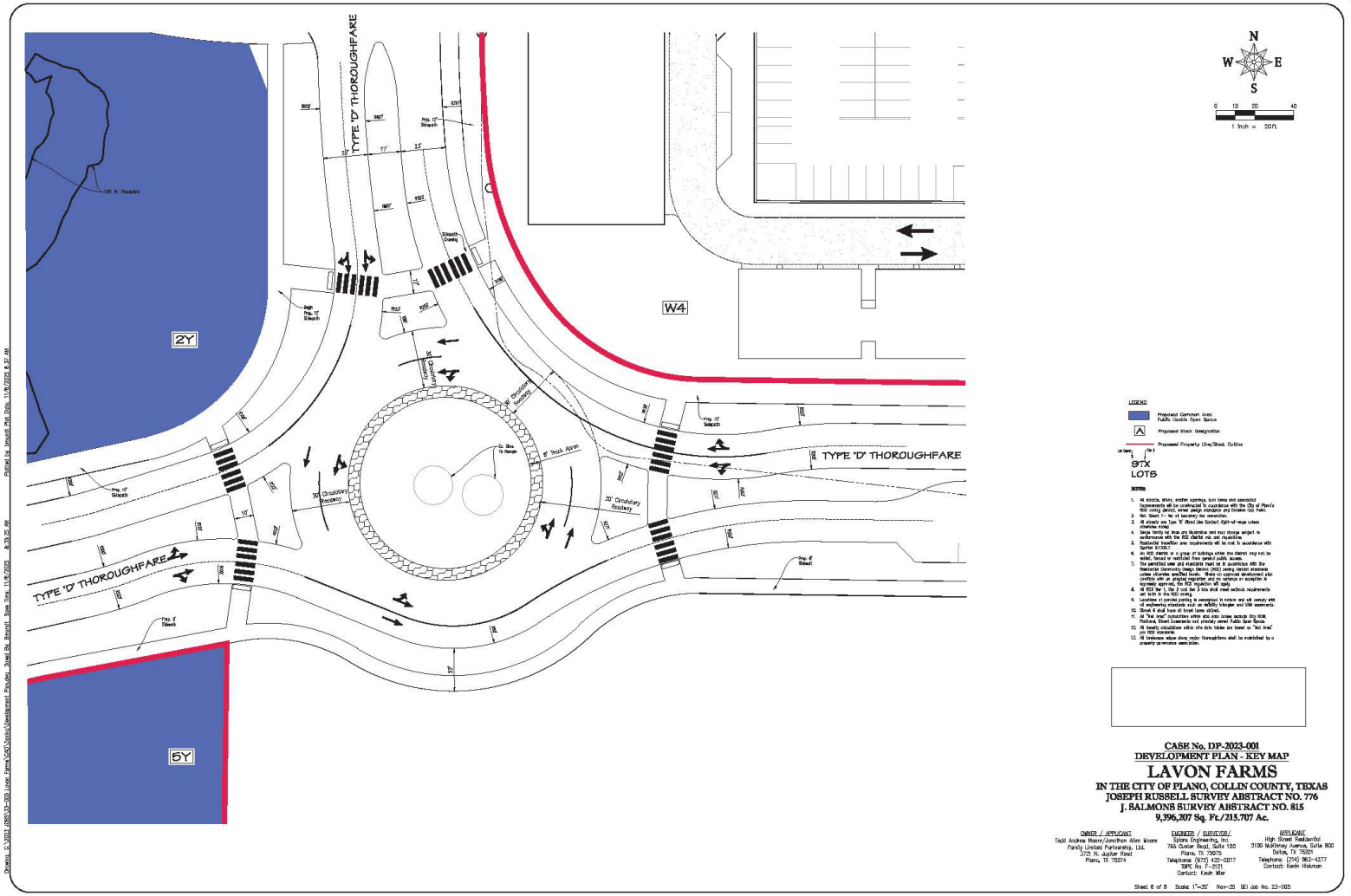


Exhibit D

EXHIBIT E

MULTIFAMILY FAÇADE RENDERING

[Begins on the following page]

View 1

View 2

View 3

View 4

View 5

View 6

EXHIBIT F-1

FORM TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

THAT, _____ (Name), a _____ (State) _____ (Type of Entity), whether one or more, hereinafter called ("Grantor"), for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to Grantor in hand paid by the CITY OF PLANO, TEXAS, a Texas home-rule municipal corporation, ("Grantee") the receipt and sufficiency of which is hereby acknowledged, does SELL, GRANT and CONVEY to Grantee, its successors and assigns, a temporary construction easement for the purpose of constructing the City Project Improvements defined in that certain Development Agreement between the City and Grantor dated December 8, 2025 in, on, across and through certain real property in the City of Plano, Collin County, Texas, more particularly described in Exhibit "A", which is attached hereto and made a part hereof by reference as if fully set forth herein (called the "Easement Property").

Grantee will, after completing any work in connection with the construction, operation or repair of the Easement Property, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable.

This Temporary Construction Easement will expire at such time that the public improvement project described as _____ (Name of Project and Project No.) is completed and accepted by the City of Plano, Texas.

This Easement may be assigned in whole or in part.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property or any part thereof, for the purpose of access by Grantee and Grantee's contractors and their employees and for the purposes set forth above.

SIGNED this _____ day of _____, 20___.

GRANTOR

By:_____
Name: _____
Title:_____

STATE OF TEXAS §
§
COUNTY OF _____§

SWORN TO AND SUBSCRIBED BEFORE ME, _____ day of _____, 20____, by _____ (*Name of Person signing)*, _____ (*Title*) of _____ (*Name of Company)*, a _____ (*State)* _____ (*Type of Entity*), for and on behalf of said entity.

_____
Notary Public, State of Texas

After Recording Please Return To:
City Attorney's Office
City of Plano, Texas
P.O. Box 860358
Plano, TX 75086-0358

Exhibit A

Easement Property Legal Description

EXHIBIT F-2

FORM SLOPE EASEMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

THAT, _____, whether one or more, hereinafter called "Grantor, " for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to Grantor in hand paid by the CITY OF PLANO, TEXAS, a home-rule municipal corporation, hereinafter called "Grantee, " the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY to the Grantee, the easement and right to construct, reconstruct and perpetually maintain slope embankment facilities (the "Facilities") in, upon and across certain real property located in the City of Plano, _____ County, Texas, as more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference as if fully set forth herein (the "Easement Property").

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purpose of constructing, reconstructing, and maintaining the Facilities, and all incidental improvements within the Easement Property.

Grantee will at all times, after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work as undertaken as is reasonable practicable.

[Signature page follows]

SIGNED this _____ day of _____, 20__.

GRANTOR

By:_____
Name: _____
Title:_____

STATE OF TEXAS §
§
COUNTY OF _____§

SWORN TO AND SUBSCRIBED BEFORE ME, _____ day of _____, 20____, by _____ (*Name of Person signing)*, _____ (*Title*) of _____ (*Name of Company)*, a _____ (*State)* _____ (*Type of Entity*), for and on behalf of said entity.

_____
Notary Public, State of Texas

After Recording Please Return To:
City Attorney's Office
City of Plano, Texas
P.O. Box 860358
Plano, TX 75086-0358

Exhibit A

Easement Property Legal Description

EXHIBIT G

PARK LAND REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the effective date as hereinafter provided, by and between the **CITY OF PLANO, TEXAS**, a home rule municipal corporation ("City") and_____**,** a _____ ("Developer").

WHEREAS, the Developer is the owner of certain real property which is proposed to be developed as a subdivision, _____**,** located in the City of Plano, _____ County, Texas, (the "Subdivision") more particularly described on Exhibit "A" attached hereto; and

WHEREAS, as a part of the subdivision process the Developer has dedicated to the City certain real property for public park purposes, said park land ("[Neighborhood or Linear] Park Land") being more fully described as approximately _____ acres of _____, as described in Exhibit "B" attached hereto; and

WHEREAS, the Developer intends to construct improvements on the Linear Park Land and the City wishes to ensure completion of the expected improvements to the Linear Parks Land (the "Linear Park Improvements") as more fully described in Exhibit "C" attached hereto; and

[OR or BOTH]

WHEREAS, the Developer intends to construct improvements on the Neighborhood Park Land and the City wishes to ensure completion of the expected improvements to the Neighborhood Park (the "Neighborhood Park Improvements" and together with the "Linear Park Improvements", the "Park Improvements") as more fully described in Exhibit "C" attached hereto; and

[May need reference also to a Development Agreement, if that has controlling terms, reference to zoning or zoning stipulations, reference to an escrow agreement, or reference to PID or TIRZ as appropriate.]

WHEREAS, pursuant to Section 16-271 of the Code of Ordinances, City of Plano, Texas, the City shall reimburse the Developer for the reasonable costs of any neighborhood or linear park land that has been dedicated to and accepted by the City for park purposes, and/or for the reasonable costs of park improvements constructed by Developer and accepted by the City, subject to the guidelines established by the City; and

WHEREAS, the City and the Developer have entered into this Agreement to

set forth the terms and conditions for reimbursement to the Developer.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. PURCHASE OF PARK LAND

1.01. Purchase Price Per Acre

Pursuant to the guidelines adopted by the City, the purchase price of the Park Land is _____per acre of land.

1.02. Calculation of Purchase Price

The total purchase price of the Park Land shall be based on the amount of land dedicated as Park Land in the final plat at the cost per acre indicated in Section 1.01. This sum shall be referred to as the "Dedication Reimbursement."

1.03 Inspection

Prior to acceptance, the City's Director of Public Works, Director of Engineering, or Director of Parks and Recreation, or designee(s) of any of the above-named individuals may periodically inspect the Park Land for conformance with this Agreement with notice to Developer.

1.04 Acceptance of the Park Land and Park Improvements

Final acceptance of the Park Land and Park Improvements will not occur until the Final Plat is approved by the City of Plano Planning and Zoning Commission and City personnel have inspected the Park Land and Park Improvements and a formal acceptance letter has been issued to Developer by the Director of Parks and Recreation of the City of Plano. Developer agrees to remove all construction debris and materials from the Park Land, clean any debris from storm sewers located on the Park Land at the time of final acceptance, and satisfy the provisions of Article III, prior to final acceptance by the City.

1.05. Payment for the Park Land and Park Improvements

The cost of the Park Land and Park Improvements shall be paid by the City to the Developer upon issuance of the formal acceptance letter to the Developer by the Director of Parks and Recreation of the City of Plano with the exception of Neighborhood Park Improvements which shall be reimbursed upon attaining the benchmarks indicated below consistent with city review and determination described in this Section 1.05.

Benchmark Payments for Neighborhood Park Improvements. The City shall reimburse the Developer based on reaching the benchmarks described below for approved Neighborhood Park Improvement Costs, provided the Developer submits a pay request. Each pay request shall include all supporting documentation reasonably required by the City to verify the quantities and value of the work performed during the preceding month, including but not limited to contractor invoices, measured quantities, testing reports, delivery tickets, and evidence of payment to subcontractors and suppliers. The City shall have the right, but not the obligation, to verify all quantities and workmanship through field inspection, measurement, and review of supporting documentation. The Developer acknowledges that reimbursement is limited to work actually completed in accordance with City-approved plans and specifications, and only to the extent such work has been verified and accepted by the City. The City will reimburse on the following benchmarks when making payments:

Design reimbursements benchmarks:

1. 60% Submittal
2. 90% Submittal (site plan process complete, civils in progress)
3. Issuance of permit set (TDLR review complete, IFB complete, on City checklist)

Construction reimbursement benchmarks:

1. Completion of all site concrete flatwork
2. Completion of pavilion, required inspections, and completion of playground, required inspections and passing required safety audit
3. Completion of irrigation, sod, trees, landscape and passing of all required inspections
4. Passing TDLR inspection, all building inspections passed, engineering permit passed/all clear

City Review and Determination. The City's determination of acceptable quantities, unit prices, and workmanship shall be final for purposes of reimbursement. If a discrepancy exists between the Developer's submitted quantities and the City's measured quantities, the City's determination shall control. The City may withhold reimbursement for (i) incomplete, nonconforming, or defective work; (ii) insufficient documentation; (iii) unresolved testing failures; or (iv) any work for which subcontractors or suppliers have not been paid. Payment by the City does not constitute acceptance of the work and does not waive the City's right to require correction of defective or nonconforming work discovered before or after final acceptance.

Payment Process. Within 15 days following receipt of any payment request, the Director of Parks and Recreation of the City of Plano shall either: (a) approve the request and process it for payment, or (b) provide the Developer with written

notification of disapproval of all or part of a payment request, specifying the basis for any such disapproval. If there is a good faith dispute over the amount of any payment requested, the Director of Parks and Recreation of the City of Plano shall nevertheless facilitate payment of the undisputed amount, and the Developer and the City, shall use all reasonable efforts to resolve the disputed amount before the next payment is made; however, if the City and the Developer are unable to resolve the disputed amount, then the City's determination of the disputed amount shall control, after which time the Developer or the City may pursue its remedies under this Agreement. If the Director of Parks and Recreation of the City of Plano takes no action within such 15-day period, the payment request shall be deemed approved.

1.06 Design, Construction, and Inspection of Park Improvements

Developer shall design and construct the Park Improvements on the Park Land before the City's acceptance of the dedication of the Park Land at the time of the final plat of such Park Land. The design must be approved by the City of Plano Parks and Recreation Director at 30% design, 90% design and 100% design and should substantially include the items listed on Exhibit "C".

The 100% design must be submitted simultaneously with the submission of the preliminary site plan for the phase of development that includes the Park Land. No construction of the Park Improvements may commence until the City Director of Parks and Recreation receives and approves a request for notice to proceed from the Developer.

Developer will indicate the cost of the Park Improvements in the request for notice to proceed. The Director of Parks and Recreation may review construction agreements with the Developer or otherwise seek assurance that the cost is proper for the Park Improvements undertaken. If the Director of Parks and Recreation believes the cost is not proper, the Parties will negotiate the cost or seek mediation to determine the proper cost. The request for a notice to proceed must include the surety described in Section IV. The Director shall review the request for notice to proceed and surety within thirty days of receipt to ensure compliance with Section IV. The Director will issue a notice to proceed with construction upon approval of the request and include a statement as to the approval of the costs for the Park Improvements.

The construction must be consistent with the City's construction details and must meet the requirements of the City's Subdivision Ordinance and all other applicable laws and regulations.

The City's Director of Parks and Recreation may alter items listed in Exhibit "C" if requested by the Developer, but there must be substantial compliance with Exhibit "C" and the Park Improvements must comply with the City's approved Park Plan.

Upon the City's approval of 100% design plans, if there is substantial divergence from the current Exhibit "C", a revised Exhibit "C" may be prepared by Developer and approved by the Director of Parks and Recreation in writing within 10 days after

submission. If the Director does not provide a written approval to Developer within 10 days after submission, the revised Exhibit "C" is deemed approved. After approval, those documents will automatically replace the Exhibit "C" attached at the time of execution.

Construction of the Park Improvements must be completed and accepted as described in Section 1.04 above before the final plat for the applicable phase.

1.07. Warranty and Remedy of Defects

Developer expressly warrants that the Park Improvements shall be constructed in accordance with all City requirements and free from all defects. Developer shall indemnify the City from all expenses and liability in connection with such defects. This warranty and indemnity shall extend for a period of one (1) year after the acceptance of the Park Improvements by the Director of Parks and Recreation as described in Section 1.04 above.

For a period of (1) year after the acceptance of the Park Improvements by the Director of Parks and Recreation as described in Section 1.04 above, the Developer shall remedy and repair all defects in the Park Improvements within thirty (30) days of written notice to Developer from the City that the defect exists. If the defect is of the type that will require additional time in which to remedy, the Developer shall specify in writing to the City within said thirty (30) day period the particular reasons why such repairs cannot be completed in said thirty (30) day period. If, in the City's reasonable opinion, such reasons for delay are justified, the City may grant the Developer additional time. However, in such event the Developer must have commenced the repair work within said thirty (30) day period and continue diligently to complete the repair work. If the City grants additional time, such extension shall be in writing and shall be for a specified period of time.

1.08. Failure of Developer to Remedy Defect or Honor Warranty

If the Developer fails to meet its warranty obligations above, it shall be considered in default and the City, at its option, may:

(a) Contract with another party for the repair work;

(b) Complete the repair work with its own crews;

(c) Contract with another party for the repair work and immediately draw down on the performance bond, letter of credit, set-aside letter or cash escrow for the amount of such repair work;

(d) Complete the repair work with its own crews, and immediately draw down on the performance bond, letter of credit, set-aside letter, or cash escrow for such costs; or

(e) In the case where the security is a performance or maintenance bond, call the bond and take all action necessary to require that the Surety complete the repair work.

Additionally, the Developer shall be liable to the City for reimbursement of all actual out-of-pocket costs expended by the City as a direct result of completing the repair work if such costs were not obtained by drawing down on the letter of credit or cash

escrow; or, if in the case of a performance or maintenance bond, the Surety fails to complete the repair work.

In a case where the security is a performance or maintenance bond, if the Surety fails to remedy the defect within thirty (30) days written notice from the City, then the City will be entitled to complete the repair work in accordance with Subsections (a) and (b) above and in such event the Surety, Principal and Developer shall be liable to the City for the actual costs to repair such defects.

ARTICLE II. INDEMNITY

2.01. Indemnity

THE DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS AND EMPLOYEES (COLLECTIVELY THE "**CITY**" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF THE DEVELOPER OR DEVELOPER'S RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, GENERAL CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM THE DEVELOPER AND THE DEVELOPER ARE LEGALLY RESPONSIBLE (COLLECTIVELY, THE "**DEVELOPER**" FOR PURPOSES OF THIS SECTION) IN THE DEVELOPER'S PERFORMANCE OF THE OBLIGATIONS SET FORTH IN THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF THE CITY (HEREINAFTER "**CLAIMS**"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "**CLAIMS**" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO THE PERFORMANCE OF ANY CITY OBLIGATIONS SET FORTH IN THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN THE DEVELOPER AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER

ANY POLICY FOR WORKERS' COMPENSATION INSURANCE AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THE DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL SUCH CLAIMS.IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE DEVELOPER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY THE CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE CITY IN WRITING. THE CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, THE CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY THE CITY IS NOT TO BE CONSTRUED AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS AGREEMENT. THE DEVELOPER SHALL RETAIN THE CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF THE CITY'S WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF THE DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, THE CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND THE DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

ARTICLE III. ENVIRONMENTAL MATTERS

3.01 Environmental Matters - Disclosure

Developer agrees to disclose to City, prior to the final inspection provided for in Section 1.04, any and all information it may have regarding the presence of any hazardous materials on, in or under the Park Land. As used in this agreement, "hazardous materials," means any "hazardous substance," "pollutant or contaminant," "petroleum" (or any fraction thereof), and "natural gas liquids," as those terms are defined or used in Section 101 of the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and any other substances regulated or subject to guidance from governmental entities because of their actual or potential effect on public health and the environment, including without limitation: PCBs, lead paint, asbestos, formaldehyde, radon and mold (in toxic quantities).

Developer also certifies that it has complied and is in compliance with all applicable environmental laws and there are no proceedings, actions, or claims relating to hazardous materials or conditions on the Park Land threatened by any governmental entity or third party (including, without limitation, any claims relating to the presence of, as well as the release or management of hazardous materials on the Park Land).

ARTICLE IV. SECURITY

4.01. Forms of Security for Completion of Park Improvements

Prior to Commencement of Construction of Park Improvements, the Developer shall execute a performance bond or provide other adequate financial security approved by the City for the construction of the Park Improvements to ensure completion of construction of the Park Improvements, which bond shall be executed with a corporate surety in accordance with Chapter 2253, Texas Government Code. The amount of such performance bond shall be for 100% of the construction costs related to the construction of the Park Improvements and shall be on a form reasonably approved by the City's Director of Finance. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City has the right to reasonably reject any surety company regardless of such company's authorization to do business in Texas. Evidence of performance bonds or other adequate financial security shall be delivered to the City prior to Commencement of Construction of the Park Improvements. A completion guarantee from a company that has over $100 million of cash on its balance sheet is evidence of adequate financial security if the City is able to enforce the guarantee. The City will use commercially reasonable discretion when evaluating other adequate financial security.

ARTICLE V. MISCELLANEOUS PROVISIONS

5.01. Entire Agreement

This Agreement contains the entire agreement between the City and the Developer, and cannot be varied except by written agreement executed by the parties hereto. This Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the Parties.

5.02. Notices

Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

Unless instructed otherwise in writing, Developer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano, Texas
Attn: Ron Smith, Director of Parks and Recreation
P.O. Box 860358

Plano, TX 75086-0358

City agrees that all notices or communications to Developer permitted or required under this Agreement shall be addressed to Developer at the following address:

ADD DEVELOPER

5.03. Nonwaiver

No waiver of rights under this Agreement shall be effective unless it is expressly made in writing and signed by an authorized representative of the Party against whom the waiver is asserted. No delay or omission in the exercise of any right or remedy accruing to either Party upon a breach of this Agreement by the other Party (or, with respect to Developer, its Sureties) shall impair the non-breaching Party's right or remedy or be construed as a waiver of any such breach, whether occurring before or after such delay or omission. A waiver by either Party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of any other or subsequent breach of the same or any other term, covenant, or condition herein contained.

5.04. Recitals and Headings

Recitals contained at the beginning of this Agreement shall be construed as a part of this Agreement. However, headings used throughout this Agreement have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Agreement.

5.05. Successors and Assigns, Covenants with the Land, and Subordination by Lienholders

This Agreement shall be binding upon the successors and assigns of the Developer and shall be covenants running with the land described herein as the Property and be binding upon all future owners of the Property. This Agreement or a memorandum thereof, may be recorded in the Land Records of the county in which the Property is located. All existing lienholders shall be required to subordinate their liens to the covenants contained in this Agreement.

5.06. Venue

This Agreement shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

5.07. Severability

In case any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.08. No Waiver of Governmental Immunity

Nothing contained in this Agreement shall be construed as a waiver of the City's sovereign or governmental immunity.

5.09. Developer's Authority

The Developer represents and warrants to the City that it has full power and authority to enter into and fulfill the obligations of this Agreement.

5.10. Benefits Inure to the Parties

The benefits of this Agreement inure solely to the City and the Developer, not to any third parties such as lot purchasers, subcontractors, laborers, and suppliers.

5.11 Effective Date

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

5.12 No Boycott of Israel Verification

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

5.13 Sanctioned Countries Representation

The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted under the following Divestment Statute Lists: "Scrutinized Companies with ties to Foreign Terrorist Organizations," "Scrutinized Companies with ties to Iran," or "Scrutinized Companies with ties to Sudan" of such officer's Internet website that are available at:

https://comptroller.texas.gov/purchasing/publications/divestment.php

The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

5.14 No Discrimination Against Energy Companies Verification

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session ("SB 13")), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by SB 13) by reference to Section 809.001, Texas Government Code (also as enacted by SB 13), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

5.15 No Discrimination Against Firearm Entities and Firearm Trade Associations Verification

To the extent this Agreement constitutes a contract for goods or services

for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session ("SB 19")), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law.

As used in the foregoing verification and the following definitions,

(a) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by SB 19), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

(b) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by SB 19), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by SB 19, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by SB 19, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by SB 19, as a loaded cartridge case, primer, bullet, or propellant powder with or without a

projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

(c) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by SB 19), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

5.16. Employment of Undocumented Workers

The Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

5.17 Form 1295

Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

5.17 Public Information

Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information

Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and, to the extent such requirements apply to this Agreement, the Developer agrees that this Agreement may be terminated if the Developer knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and the Developer fails to cure the violation on or before the 10th business day after the date the City provides notice to Developer of noncompliance with Subchapter J, Chapter 552. To the extent Section 552.372, Texas Government Code applies to this Agreement, Developer is required to preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City for the duration of this Agreement; promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Developer on request of the City; and on completion of the Agreement, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City.

[SIGNATURE PAGES TO FOLLOW.]

CITY OF PLANO, TEXAS
A Home Rule Municipal Corporation

By: _____
Name: **RON SMITH**
Title: Director of Parks and Recreation
Address: 1520 K Avenue
PO Box 860358
Plano, Texas 75086-0358

APPROVED AS TO FORM:

_____
Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, _____, by **RON SMITH,** Director of Parks and Recreation of the **City of Plano, Texas**, a Home Rule Municipal Corporation, on behalf of said municipal corporation.

_____
Notary Public in and for the State of Texas

DEVELOPER:

_____

_____

By: _____

Name: _____

Title: _____

Address: _____

_____

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____, _____ of _____, a Texas limited liability company.

_____
Notary Public, State of Texas

EXHIBIT "A"

Insert the prelim plat/final plat with the area described.

EXHIBIT "B"

Attach property description

EXHIBIT "C"
Park Land Improvements

Concrete trail, linear park (Lots 1Y, 5Y, 6Y)

1. Design
    a. Submitted and approved by the City in accordance with City of Plano Standard and Trail Construction Details prior to release for construction, see https://www.plano.gov/300/Forms-Manuals-and-Details.
2. Construction
    a. In accordance with City of Plano Standard and Trail Construction Details prior to acceptance.
    b. Lot 1Y
        i. 10' wide trail approximately 806' long
        ii. Bench
    c. Lot 5Y
        i. 12' wide trail approximately 261' long
    b. Lot 6Y
        i. 10' wide trail approximately 288' long
    c. Turfgrass
        i. Establishment of turf where disturbed or absent in accordance with City of Plano Turfgrass Technical Specification, see https://www.plano.gov/300/Forms-Manuals-and-Details.
            1. Removal, legal disposal of above ground and below ground structures
            2. Grading to achieve a slope of not more than 4:1 where structures have been removed

Neighborhood park, (Lot 4Y)

1. Design
    a. Submitted and approved by Parks and Recreation in accordance with City of Plano Standard and Trail Construction Details prior to release for construction, see https://www.plano.gov/300/Forms-Manuals-and-Details.
2. Construction
    a. In accordance with City of Plano Standard and Trail Construction Details prior to acceptance.
3. Constructed elements
    a. All elements to be City of Plano approved products per the Parks and Recreation approved products list or approved by the Parks and Recreation Director
        i. Pavilion with a concrete slab and water impermeable roof, sized to accommodate 4 8' long picnic tables; electrical service for outlets and a timed light
        ii. Walking loop around the park perimeter – accomplished by a concrete trail, as noted above, or in combination with side paths in the street right of way; width of 8' may be considered

iii. Site furniture: grill, benches, bike racks, trash receptacles, drinking fountain, optional mister station, optional adult exercise stations; quantity and placement as appropriate
iv. Lighting either accomplished by adjacent street lighting and/or supplemental pedestrian lighting on the park site
v. Playground including a swing structure, 2-5 play element, 5-12 play element with integrate shade structures; Parks and Recreation to approve manufacturer and models; city standard play pit design required; accessible surface required
vi. Turfgrass, and full irrigation system to city standards: Forms, Manuals and Details | Plano, TX - Official Website
vii. Trees, landscape to accomplish zoning requirements, tree replacement requirements or provide strategic shade