

EXHIBIT A

PROPERTY DESCRIPTION

ZONING DESCRIPTION

142.49 ACRES

BEING a tract of land situated in the Maria Cantalina Vela Survey, Abstract No. 935, City of Plano, Collin County, Texas; and being part of Windhaven Parkway, Spring Creek Parkway and Parkwood Boulevard and being part of a tract of land described in Special Warranty Deed to Haggard Enterprises Limited, LTD. recorded in Volume 2523, Page 172 of the Land Records of Collin County, Texas and being part of a tract of land described in Special Warranty Deed to Haggard Enterprises Limited, LTD. recorded in Volume 2739, Page 967 of said Land Records and being part of a tract of land described in Special Warranty Deed, Bill of Sale and Assignment to Acres of Sunshine, LTD. recorded in Volume 4227, Page 835 of the Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the intersection of the centerline of Spring Creek Parkway (a variable width right-of-way) and the centerline of Windhaven Parkway (a variable width right-of-way);

THENCE with said centerline of Windhaven Parkway, the following courses and distances:

South 42°22'41" West, a distance of 158.86 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 46°00'40", a radius of 800.00 feet, a chord bearing and distance of South 66°13'45" West, 625.31 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 642.44 feet to a point for corner;

South 89°14'05" West, a distance of 337.88 feet to a point for corner;

THENCE said centerline of Windhaven Parkway, the following courses and distances:

North 0°00'00" East, a distance of 63.50 feet to a point at the beginning of a tangent curve to the left having a central angle of 29°35'57", a radius of 450.00 feet, a chord bearing and distance of North 14°47'58" West, 229.89 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 232.47 feet to a point for corner;

North 29°36'05" West, a distance of 1011.83 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 5°58'43", a radius of 441.64 feet, a chord bearing and distance of North 27°16'14" West, 46.06 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 46.08 feet to a point for corner;

South 80°03'46" West, a distance of 584.73 feet to a point in the east line of Lot 58, Block A, Common Open Space, Avignon Windhaven, Phase 3 an addition to the City of Plano according to the plat recorded in Instrument No. 20111209010002540 of the Official Public Records of Collin County, Texas; and being in the approximate centerline of Creek Number 5B29;

THENCE with the east line of said Lot 58 and said approximate centerline of Creek Number 5B29, the following courses and distances:

North 24°50'38" West, a distance of 17.56 feet to a point for corner;
North 75°15'49" West, a distance of 53.86 feet to a point for corner;
North 55°19'20" West, a distance of 34.91 feet to a point for corner;
North 33°59'39" West, a distance of 99.90 feet to a point for corner;
North 15°48'40" East, a distance of 80.20 feet to a point for corner;
North 56°15'56" West, a distance of 62.96 feet to a point for corner;
North 0°28'11" West, a distance of 42.59 feet to the northeast corner of said Lot 58;

THENCE with the north line of said Block A, Avignon Windhaven, Phase 3, South 81°04'33" West, passing at a distance of 691.05 feet the northwest corner of said Block A, Avignon Windhaven, Phase 3 and the northeast corner of Lot 38, Block A, Avignon Windhaven, Phase 2 an addition to the City of Plano according to the plat recorded in Instrument No. 20091008010002560 of the Official Public Records of Collin County, Texas, continuing with north line of said Block A, Avignon Windhaven, Phase 2, passing at a distance of 1126.56 feet the northwest corner of said Block A, Avignon Windhaven, Phase 2 and the northeast corner of Lot 31, Block A, Avignon Windhaven, Phase 1 an addition to the City of Plano according to the plat recorded in Cabinet R, Slide 205 of the Map Records of Collin County, Texas, continuing with the north line of said Block A, Avignon Windhaven, Phase 1, passing at a distance of 2040.83 feet the northeast corner of said Block A, Avignon Windhaven, Phase 1, continuing in all a total distance of 2505.50 feet to a point for corner in said centerline of Parkwood Boulevard; said point also being at the beginning of a non-tangent curve to the left having a central angle of 2°41'09", a radius of 774.92 feet, a chord bearing and distance of North 1°21'12" East, 36.32 feet;

THENCE with said centerline of Parkwood Boulevard, the following courses and distances:

In a northeasterly direction, with said curve to the left, an arc distance of 36.32 feet to a point at the end of said curve;
North 0°00'44" East, a distance of 359.06 feet to a point at the beginning of a tangent curve to the right having a central angle of 76°22'01", a radius of 789.72 feet, a chord bearing and distance of North 38°11'45" East, 976.38 feet;
In a northeasterly direction, with said curve to the right, an arc distance of 1052.58 feet to a point at the end of said curve;
North 76°22'45" East, a distance of 230.20 feet to a point at the beginning of a tangent curve to the left having a central angle of 76°59'40", a radius of 805.00 feet, a chord bearing and distance of North 37°52'55" East, 1002.19 feet;
In a northeasterly direction, with said curve to the left, an arc distance of 1081.76 feet to a point at the end of said curve;
North 0°36'55" West, a distance of 180.53 feet to at the intersection of the centerline of Spring Creek Parkway (a variable width right-of-way) and the centerline of Parkwood Boulevard (a variable width right-of-way);

THENCE with said centerline of Spring Creek Parkway, the following course and distances:

North 89°12'46" East, a distance of 47.67 feet to a point at the beginning of a tangent curve to the right having a central angle of 57°23'42", a radius of 2270.36 feet, a chord bearing and distance of South 62°05'23" East, 2180.39 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 2274.29 feet to a point for corner;

South 33°23'29" East, a distance of 1403.39 feet to a point at the beginning of a tangent curve to the left having a central angle of 23°53'29", a radius of 2153.93 feet, a chord bearing and distance of South 45°20'14" East, 891.66 feet;

In a southeasterly direction with said curve to the left, an arc distance of 898.15 feet to the **POINT OF BEGINNING** and containing 142.49 acres of land.

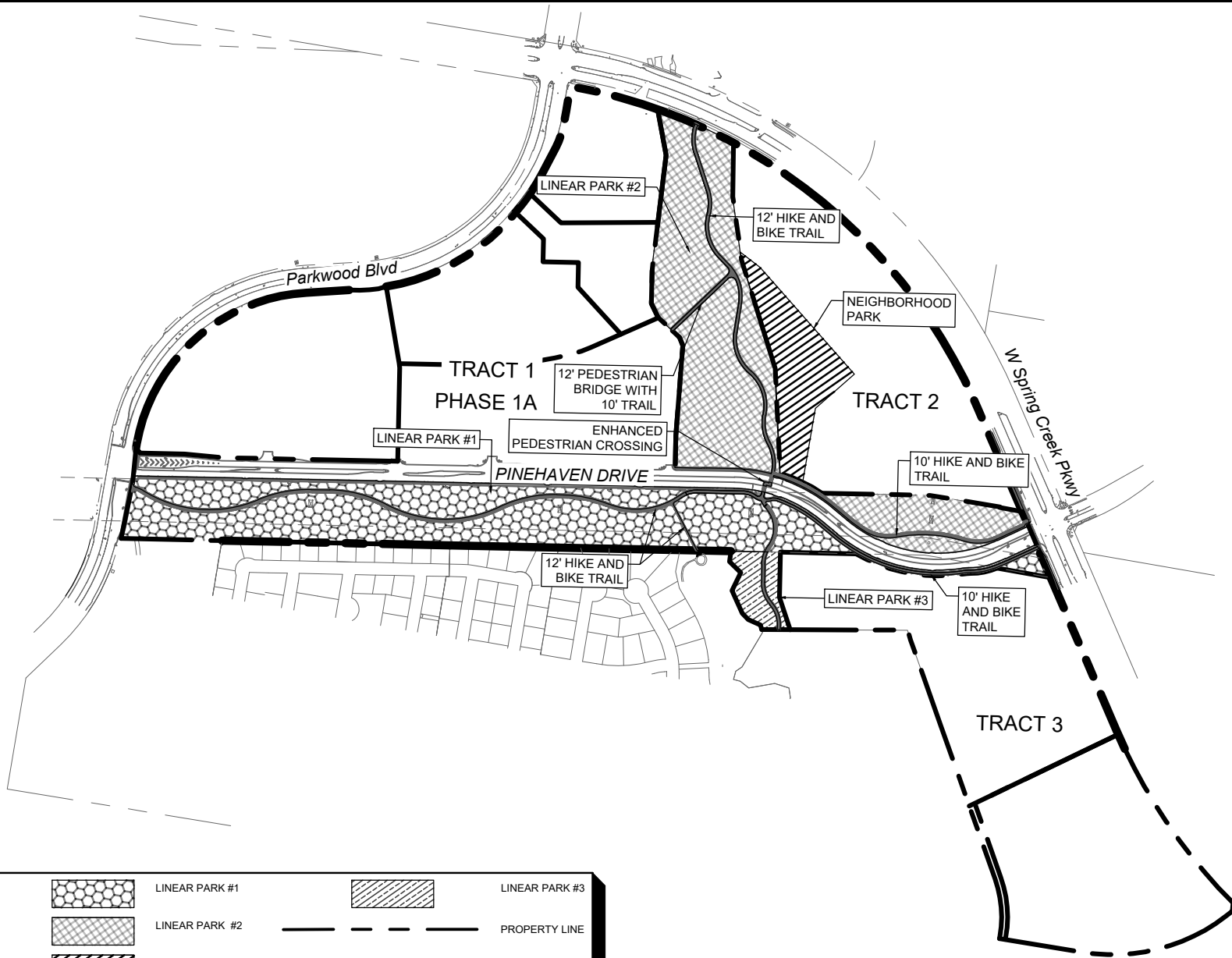
This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT B

PARK LAND DEPICTION

[Attached]

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse or improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



	LINEAR PARK #1		LINEAR PARK #3
	LINEAR PARK #2		PROPERTY LINE
	NEIGHBORHOOD PARK		

DATE:
DRAWN:
CHECKED:
KHA NO:

PHASE 1
LINEAR PARK LINEWORK

HAGGARD FARM
PLANO, TEXAS



Kimley»Horn
 13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
 SUITE 700, DALLAS, TX 75240
 PHONE: 972-770-1300 FAX: 972-239-3820
 WWW.KIMLEY-HORN.COM TX F-928
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EXHIBIT C

PARK REIMBURSEMENT AGREEMENT

[Attached]

PARK REIMBURSEMENT AGREEMENT

THIS PARK 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 **HAGGARD ENTERPRISES LIMITED, LTD.**, a Texas limited partnership and **ACRES OF SUNSHINE, LTD.**, a Texas limited partnership (collectively, "Owner") and **SW HAGGARD MASTER DEVELOPER, LLC**, a Texas limited liability company (the "Developer"). The Owner, Developer and City are sometimes individually referred to herein as, "Party" and collectively as, the "Parties".

WHEREAS, the Owner is the owner of certain real property which is proposed to be acquired by the Developer and developed as a subdivision, Haggard Farm Almanac Addition, located in the City of Plano, Collin County, Texas, (the "Subdivision") more particularly described on Exhibit "A" attached hereto; and

WHEREAS, as a part of the subdivision process, at the time of final plat, the Developer intends to dedicate to the City the tracts identified as linear parks and a neighborhood park in the conceptual drawing attached as Exhibit "B" consisting of approximately 33 acres to be used for linear and neighborhood public park purposes (the "Park Land"); and

WHEREAS, the Park Land as depicted in Exhibit "B" is the linear parks (the "Linear Parks Land") and will be platted in Phase 1A of the development of the Subdivision. The Park Land as depicted in Exhibit "B" is the neighborhood park (the "Neighborhood Park Land") that will be platted in Phase 2 of the development of the Subdivision. The phases are as defined in the in the Development Agreement between the Parties approved by City Council on _____ (the "Development Agreement"); and

WHEREAS, the Developer intends to construct improvements on the Linear Parks 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

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

WHEREAS, the City will purchase the Linear Parks Land from the Owner at the time of final plat for the reasonable cost of the Linear Parks Land, based upon the amount of land dedicated and equal to one hundred and thirty thousand dollars (\$130,000) per acre; and

WHEREAS, the City will obtain an appraisal of the Neighborhood Park Land and will enter into an escrow agreement with the Owner and the Developer within three months of the execution of this Agreement to provide for the purchase of the Neighborhood Park Land (the "Land Escrow Agreement"); and

WHEREAS, the City will purchase the Neighborhood Park Land based on the appraisal; and

WHEREAS, the Land Escrow Agreement will indicate that the exchange of the funds from the City will occur when the Owner provides a warranty deed conveying the Neighborhood Park Land to the City, the deed will be held in escrow until the final plat of the Neighborhood Park Land or five (5) years, whichever comes first, and as set forth herein ; and

WHEREAS, the Owner has an obligation under the zoning for the Haggard Farm Almanac Addition to construct or cause construction of the Linear Park Improvements; and

WHEREAS, the Developer will be reimbursed for the costs to design and construct the Linear Park Improvements from special assessments levied within the Haggard Farm Public Improvement District (the "PID") or from the proceeds of bonds secured by such assessments in an amount determined in the Service and Assessment Plan for the PID (the "SAP") and in the same manner as the Developer Project Improvements as referenced in the Development Agreement and the Construction Funding Agreement (as defined in the Development Agreement); and

WHEREAS, the Developer will design and construct the Neighborhood Park Improvements and shall be reimbursed by the City for the costs of the Neighborhood Park Improvements upon demand after final plat or pursuant to an Improvements Escrow Agreement as described herein; and

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. Integration of Recitals

The recitals listed above are hereby incorporated into this Agreement.

1.02. Identification of Land to be Purchased

The City intends to purchase the Park Land as identified on Exhibit "B" attached hereto.

1.03. Purchase of Park Land

(a) Linear Parks Land. Pursuant to the appraisal obtained by the City, the purchase price of the Linear Parks Land is one hundred thirty thousand dollars (\$130,000) per acre of land. The cost of the Linear Parks Land shall be paid by the City to the Owner upon approval of the final plat. The City and the Developer agree that the total purchase price of the Linear Parks Land shall be based on the acreage of the Linear Parks Land dedicated by the final plat in Phase 1A of the Subdivision.

(b) Neighborhood Park Land. The purchase price for the Neighborhood Park Land will be determined by the appraisal obtained by the City. The City will hire an appraiser with MAI certification who is qualified to work in Texas. If the value determined in the appraisal is not acceptable to the Developer, the Developer may obtain an appraisal from an MAI certified appraiser who is qualified to work in Texas. The City and the Developer

will negotiate the purchase price for the Neighborhood Park Land. If the City and the Developer cannot reach agreement, the City and the Developer will hire a mediator who is acceptable to both parties and is experienced in property valuation to resolve the matter, with each party paying for 50% of the cost of the mediation.

The cost of the Neighborhood Park Land shall be paid for by the City at a time specified in the Land Escrow Agreement but in no event later than the Developer's commencement of construction of the Neighborhood Park Improvements or earlier than the date the Owner provides the deed to the escrow officer. The Land Escrow Agreement will indicate that, in exchange for the City's purchase of the Neighborhood Park Land from the Owner, the Owner will execute a warranty deed which shall be held in escrow until either final plat in Phase 2 of the Subdivision containing the Neighborhood Park Land or five (5) years from the date of execution of the Land Escrow Agreement, whichever comes first, as described in Section 1.04 below and as more fully described in the Land Escrow Agreement. The City and the Owner agree to a "true-up" of the purchase price upon the recordation of the warranty deed described herein based on the final acreage of the Neighborhood Park Land. The Parties will use best efforts to negotiate the terms of the Escrow Agreement within three (3) months of the date of the execution of this Agreement.

1.04. Design, Construction, and Inspection of Park Improvements, and Improvements Escrow Agreement

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 in the applicable phase. 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 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", but there must be substantial compliance with Exhibit "C" and the Park Improvements must comply with the City's approved Park Plan. Any alteration of the Linear Park Improvements described in Exhibit "C" shall be updated in the SAP and shall remain eligible for reimbursement by the PID.

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.

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

Upon receipt of the request for a notice to proceed, at the request of the Developer, the City and Developer will prepare an agreement that will provide that the City will escrow funds for the cost of the Neighborhood Park Improvements that will allow the Developer to draw down the escrow funds as the Neighborhood Park Improvements are completed (the "Improvements Escrow Agreement.") The Improvements Escrow Agreement, if requested, will be funded by the City no later than the date of the issuance of the Director's issuance of the notice to proceed with construction. If an Improvement Escrow Agreement is not requested by the Developer, the City will pay for the Neighborhood Park Improvements upon demand after the adoption of the final plat for the applicable phase.

Construction of the Park Improvements must be completed and accepted as described in Section 1.05 below before the final plat for the applicable phase.

Notwithstanding any other provisions of this Agreement, upon the expiration of five (5) years from the date of execution of the Land Escrow Agreement, the City may elect to record the warranty deed for the Neighborhood Park Land and undertake the Neighborhood Park Improvements at its own expense (the "City Neighborhood Park Election"). The City shall provide written notice to the Developer and the Owner of the City Neighborhood Park Election at least sixty (60) days prior to the recordation of the warranty deed for the Neighborhood Park Land and allow the Developer an opportunity to respond to the City with a timeline outlining its completion of the Neighborhood Park Improvements. The City has discretion as to whether to allow the Developer to proceed under their proposed timeline or to proceed with construction itself. The Developer shall not be reimbursed for costs of the Neighborhood Park Improvements constructed by the City pursuant to the City Neighborhood Park Election. The parties will meet annually to discuss progress on the Neighborhood Park Improvements.

1.05 Acceptance of the Park Land and Park Improvements and Payment for Linear Park Improvements

Final acceptance of the Linear Park Improvements must occur prior to approval of the final plat for Phase 1A of the Subdivision by the City of Plano Planning & Zoning Commission. Final acceptance of the Neighborhood Park Improvements must occur prior to the approval of the final plat for Phase 2 of the Subdivision by the City of Plano Planning & Zoning Commission. Final acceptance means that City personnel have inspected the property and issued a formal acceptance letter to Developer. Developer must remove all construction debris and materials from the Park Land, clean any debris from storm sewers located on the Park Land and satisfy the provisions of Article III, *infra*, prior to final acceptance by the City.

The Developer will be reimbursed for the Linear Park Improvements from the PID in the same manner as the Developer Project Improvements and as referenced in the Development Agreement and the Construction Funding Agreement (as defined in the Development Agreement). The City shall have no obligation to pay for the Linear Park Improvements from any funds other than the PID.

1.06 Inspection

The City's Public Works Director, City Engineer, Parks Director, or designee(s) of any of the above-named individuals may periodically inspect the Park Land for conformance with this Agreement without advance notice to Developer or Owner.

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 1.05 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 1.05 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

The Developer agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death) property damage or other harm or violations for which recovery of damages, fines or penalties is sought, suffered by any person or persons, or any claims that may arise out of or be occasioned by developer's breach of any of the terms or provisions of this contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the Developer, its officers, agents, employees, invitees, contractors, or subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the Developer is legally responsible in the performance of this agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the City, and its officers, agents, employees or separate contractors. The City does not waive any governmental immunity or other defenses available to it under Texas or Federal Law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Developer at its own expense is expressly required to defend City against all such claims. City reserves the right to provide a portion of all of its own defense, however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Developer's obligation to defend City or as a waiver of Developer's obligation to indemnify City pursuant to this agreement. Developer shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this agreement. If Developer fails to retain counsel within the required time period, City shall have the right to retain defense counsel on its own behalf and Developer shall be liable for all costs incurred by the City in doing so.

Developer does hereby agree to waive all claims against, release, and hold the City and its respective officials, officers, agents, and employees harmless in both their public and private capacities, from any and all liability, claims, suits, demands, disputes, challenges, damages or attorney fees, including all expenses of litigation or settlement, arising out of an exaction claim pursuant to the obligations, duties or terms of this agreement, including but not limited to, any matters arising out of Section 212.904 of the Local Government Code or Section 1.12 of the City of Plano Subdivision Ordinance.

ARTICLE III. ENVIRONMENTAL MATTERS

Developer agrees to disclose to City, prior to the final inspection provided for in paragraph 1.05 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

In order to guarantee completion of the Park Improvements and the faithful performance of this Agreement the Developer must deliver to the City a surety. The surety must be either: (i) a performance bond, (ii) written evidence from a financial institution or other lender ("Lender") of funds available to complete the Park Improvements pursuant to an irrevocable letter of credit or set aside letter by such Lender, or (iii) a Cash Escrow as described herein.

For the Linear Park Improvements, the surety amount shall be twenty (20%) of the SAP budget for the Linear Park Improvements (the "Linear Park Surety Amount.")

For the Neighborhood Park Improvements, the surety amount will be the amount of compensation the City will pay the Developer for said Neighborhood Park Improvements as determined in the Improvement Escrow Agreement (the "Neighborhood Park Surety Amount.")

A performance bond from the Developer in the penal sum of one hundred percent (100%) of the Linear Park Surety Amount or the Neighborhood Park Surety Amount, as applicable, insuring the completion of the Park Improvements. The performance bond shall be in form and substance identical to the bond forms attached hereto as Exhibit "D" and made a part by reference (the "**Performance Bond**"), unless changes are approved in writing by the City Attorney or her designee. The Performance Bond shall be signed by a Corporate Surety or Sureties authorized to do business in the State of Texas, and shall be signed by the Developer as principal. The City shall be named as obligee in the Performance Bond. A power of attorney shall be attached to the Performance Bond evidencing that the agent signing the Performance Bond has authority to sign the Performance Bond on behalf of the Surety. The Performance Bond shall additionally insure that the Park Improvements shall be free of defects for the period of warranty set forth in Article I of this Agreement; or

An irrevocable letter of credit or set aside letter ("**Letter**") in the sum of one hundred percent (100%) of the Linear Park Surety Amount or the Neighborhood Park Surety Amount, as applicable, said Letter in a form in accordance with the letter of credit attached hereto as Exhibit "E" and made a part hereof by reference. Set Aside Letters shall be approved by the City Attorney or his/her designee. Letter and Set Aside Letter are hereafter referred to as "**Letter**". The Letter shall be issued by a national bank with branches in the Plano, Texas

market area or other agency approved in advance by the City. The Letter shall be payable at sight to the City upon presentation of the City's written statement stating that Developer is in default or that the City is otherwise entitled to draw down on the Letter. Such certificate shall be conclusive to allow the City to draw the proceeds of the Letter. In no event shall the City be required to prove to the issuer that the Developer is actually in default or to specify specific grounds of default in order to draw proceeds of the Letter. The Letter is intended to be security for the faithful completion of the Park Improvements and to warrant and ensure against defects for the period specified in Article I of this Agreement; or

The sum of the cash escrow (the "**Cash Escrow**") in an amount equal to one hundred percent (100%) of the Linear Park Surety Amount or the Neighborhood Park Surety Amount, as applicable, insuring the completion of the Park Improvements. The Cash Escrow is intended to be security (in place of a Letter) for the faithful completion of the Park Improvements and to ensure against defects for the warranty period specified in Article I of this Agreement.

4.02 Duration of Letter of Credit and Cash Escrow

The Letter shall be issued for a period of at least one (1) year. If the Park Improvements have not been accepted by the City within thirty (30) days of the expiration date of the Letter, and Developer has not provided a new Letter for an additional period of at least one (1) year, identical in amount (unless the Letter was previously reduced in amount pursuant to this Agreement and in all other respects to the original Letter (unless the City Attorney or his/her designee approves in writing any changes to the new Letter), then the City shall be entitled to immediately draw down the proceeds of the original Letter (or previously reduced Letter). This provision shall not be construed to require that the City accept the new Letter if Developer is in default and the City has elected to draw down from the proceeds of the original Letter (or previously reduced Letter).

Within ten (10) days after the acceptance of the Park Improvements, the Developer shall deliver to the City a substitute Letter equal in amount to ten percent (10%) of the original Letter and in all other respects identical to the original Letter, unless the City Attorney or his/her designee approves in writing changes to this Letter. This Letter shall be for a period of one (1) year and shall be security to insure against defects during the warranty period specified in Article I of this Agreement. However, if this Letter is not delivered to the City at least thirty (30) days before the expiration of the original Letter (or the additional new Letter as described above), then the City shall be entitled to draw down ten percent (10%) of the proceeds of such existing Letter. Such money shall be held in escrow by the City and used as security against defects during the warranty for compliance with this Agreement. In lieu of the Letter, the City Director of Parks and Recreation may accept a maintenance bond as provided for above.

When Cash Escrow is used as the security, all accrued interest shall become a part of the Cash Escrow and shall be used as security for the completion of the Park Land. The term "Cash Escrow" used in this Agreement includes accrued interest. After final acceptance of the Park Land by the City, the Cash Escrow shall be reduced to ten percent (10%) of the original Cash Escrow amount, with the balance being promptly refunded to Developer. The remaining ten percent (10%) Cash Escrow shall be retained for a period of one (1) year after acceptance of the Park Improvements as security to ensure against defects during the warranty period specified in Article I of this Agreement. In lieu of the retention of the ten percent (10%) Cash Escrow or ten percent (10%) Letter provided for in his Agreement, the Director of Parks and Recreation may accept a maintenance bond in the same amount from the Contractor actually performing the work. Such maintenance bond shall be substantially in the same form and substance as the form attached hereto as Exhibit "F", which is made a part hereof by reference, unless changes are approved in

writing by the City Attorney or his/her designee. When all the remaining Cash Escrow is refunded to the Developer, such refund shall include accrued interest, calculated at one percent (1%) less than the rate of actual earnings. The one percent (1%) accrued interest on the principal amount of the Cash Escrow shall be retained by the City as an administrative expense to cover the cost of administering this Agreement.

ARTICLE V. MISCELLANEOUS PROVISIONS

5.01. Entire Agreement

This Agreement contains the entire agreement between the City, the Developer and the Owner, 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

Unless instructed otherwise in writing, Owner and Developer agree 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: Renee Jordan, Park Planning Manager
P.O. Box 860358
Plano, TX 75086-0358

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

HAGGARD ENTERPRISES LIMITED, LTD.

Attn: Rutledge Haggard
800 Central Pkwy E #100
Plano, TX 75074

ACRES OF SUNSHINE, LTD.

Attn: Rutledge Haggard
800 Central Pkwy E #100
Plano, TX 75074

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

SW HAGGARD MASTER DEVELOPER, LLC

Attn: Aaron Sherman
4145 Travis, Suite 300
Dallas, Texas 75204

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

5.03. Nonwaiver

No waiver of the City's rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the City. No delay or omission in the exercise of any right or remedy accruing to the City upon a breach of this Agreement by the Developer or its Sureties will impair its right or remedy or be construed as a waiver for any such breach theretofore or thereafter occurring. The waiver by the City of any breach of any term, covenant or conditions shall not be deemed to be a waiver of any other or subsequent breach of this 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 Owner 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. Owner's Authority

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

5.10. Developer’s Authority

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

5.11 Benefits Inure to the Parties

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

5.12 Effective Date

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

5.13 Exhibits

Exhibit “A”	Subdivision Metes and Bounds
Exhibit “B”	Park Land Depiction
Exhibit “C”	Park Improvements
Exhibit “D”	Form of Performance Bond
Exhibit “E”	Form of Letter
Exhibit “F”	Form of Maintenance Bond

5.14 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 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.

5.15 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:

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.

5.16 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 (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.

5.17 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 (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.

[SIGNATURE PAGES TO FOLLOW.]

CITY OF PLANO, TEXAS
A Home Rule Municipal Corporation

By: _____
Name:
Title:
Address: 1520 K Avenue
PO Box 860358
Plano, Texas 75086-0358

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

OWNER:

HAGGARD ENTERPRISES LIMITED, LTD.,
a Texas limited partnership

By: RH GPCO, LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: Rutledge Haggard
Its: Manager

ACRES OF SUNSHINE, LTD.,
a Texas limited partnership

By: RH GPCO, LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: Rutledge Haggard
Its: Manager

DEVELOPER:

SW HAGGARD MASTER DEVELOPER, LLC,
a Texas limited liability company

By: Stillwater Capital Investments, LLC,
a Texas limited liability company
its Manager

By: _____
Name: Aaron Sherman
Its: Manager

EXHIBIT "A"
SUBDIVISION METES AND BOUNDS

BEING a tract of land situated in the Maria Cantalina Vela Survey, Abstract No. 935, Collin County, Texas and being a part of a called 108.9 acre tract of land described in Special Warranty Deed to Acres of Sunshine, Ltd. recorded in Volume 4227, Page 835, Deed Records of Collin County, Texas, and being part of a tract of land described in Special Warranty Deed to Haggard Enterprises Limited Ltd. recorded in Volume 2523, Page 172, Land Records, Collin County, Texas, and being a part of a remainder of a 3.912 acre tract of land described in Special Warranty Deed to Haggard Enterprises Limited, Ltd. recorded in Volume 2739, Page 967, Official Public Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for corner at the northeast end of a right-of-way corner clip at the intersection of the south right-of-way line of Spring Creek Parkway (a 160-foot wide right-of-way) recorded in Instrument No. 92-0038495, of said Official Public Records, and east right-of-way line of Parkwood Boulevard (a variable width right-of-way) recorded in Instrument No. 20080123000089940, of said Official Public Records, and being at the beginning of a non-tangent curve to the right with a radius of 2,190.35 feet, a central angle of 56°05'23", and a chord bearing and distance of South 61°27'05" East, 2,059.64 feet;

THENCE with said south right-of-way line of Spring Creek Parkway, the following courses and distances:

In a southeasterly direction, with said non-tangent curve to the right, an arc distance of 2,144.25 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 33°24'23" East, a distance of 1,403.36 feet to a point for corner at the beginning of a tangent curve to the left with a radius of 2,233.88 feet, a central angle of 21°30'13", and a chord bearing and distance of South 44°09'30" East, 833.48 feet;

In a southeasterly direction, with said tangent curve to the left, an arc distance of 838.40 feet to a point for the north end of a corner clip of the southwest right-of-way line of Spring Creek Parkway and north right-of-way line of Windhaven Parkway (a variable width right-of-way);

THENCE with said corner clip, South 06°24'01" East, a distance of 32.91 feet to a point for the south end of said corner clip;

THENCE with said north right-of-way line of Windhaven Parkway, the following courses and distances:

South 42°25'48" West, a distance of 33.08 feet to a point for corner at the beginning of a non-tangent curve to the right with a radius of 745.00 feet, a central angle of 46°51'24", and a chord bearing and distance of South 65°48'30" West, 592.43 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 609.26 feet to a point for corner;

South 89°14'12" West, a distance of 336.78 feet to a point the southeast corner of Lot 1, Block A, Haggard Farm CCRC Addition, an addition to the City of Plano, according to the plat recorded in Instrument No. 2020-852, of said Official Public Records;

THENCE with the east line of said Lot 1, Block A, the following courses and distances:

North 00°00'00" East, a distance of 8.46 feet to a point for corner at the beginning of a tangent curve to the left with a radius of 450.00 feet, a central angle of 29°35'57", and a chord bearing and distance of North 14°47'58" West, 229.89 feet;

In a westerly direction, with said tangent curve to the left, an arc distance of 232.47 feet to a point for corner;

North 29°35'55" West, a distance of 1,016.42 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner at the beginning of a tangent curve to the right with a radius of 450.00 feet, a central angle of 05°13'41", and a chord bearing and distance of North 26°59'05" West, 41.05 feet;

In a northwesterly direction, with said tangent curve to the right, an arc distance of 41.06 feet to an aluminum disk found for the northeast corner of said Lot 1, Block A;

THENCE with the north line of said Lot 1, Block A, South 80°06'01" West, a distance of 584.19 feet to a point for the northwest corner of said Lot 1, Block A, and being in the east line of Lot 58, Block A, Avignon Windhaven Phase 3, an addition to the City of Plano, according to the plat recorded in Instrument No. 20111209010002540, Official Public Records, Collin County, Texas;

THENCE with said east line of said Lot 58, Block A, the following courses and distances:

North 24°51'19" West, a distance of 18.42 feet to a point for corner;

North 75°16'30" West, a distance of 53.86 feet to a point for corner;

North 55°20'01" West, a distance of 34.91 feet to a point for corner;

North 34°00'20" West, a distance of 99.90 feet to a point for corner;

North 15°47'59" East, a distance of 80.20 feet to a point for corner;

North 56°16'37" West, a distance of 62.96 feet to a point for corner;

North 01°52'23" West, a distance of 42.45 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for the northeast corner of said Lot 58, Block A;

THENCE with the north lines of said Avignon Windhaven Phase 3, and Avignon Windhaven Phase 2, an addition to the City of Plano, according to the plat recorded in Instrument No. 20091008010002560, of said Official Public Records, and Avignon Windhaven Phase 1, an addition to the City of Plano, according to the Plat recorded in Cabinet R, Page 204, of said Official Public Records, South 81°03'52" West, a distance of 2,448.75 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner in said east right-of-way line of Parkwood Boulevard at the beginning of a non-tangent curve to the left with a radius of 830.00 feet, a central angle of 01°52'15", and a chord bearing and distance of North 00°57'33" East, 27.10 feet;

THENCE with said east right-of-way line of Parkwood Boulevard, the following courses and distances:

In a westerly direction, with said non-tangent curve to the left, an arc distance of 27.10 feet to a point for corner;

North 00°00'44" East, a distance of 216.84 feet to an Aluminum Disk found for corner at the beginning of a tangent curve to the right with a radius of 734.72 feet, a central angle of 76°22'00", and a chord bearing and distance of North 38°11'44" East, 908.38 feet;

In a northeasterly direction, with said tangent curve to the right, an arc distance of 979.27 feet to an Aluminum Disk found for corner;

North 76°22'45" East, a distance of 230.20 feet to an Aluminum Disk found for corner at the beginning of a tangent curve to the left with a radius of 860.00 feet, a central angle of 48°22'32", and a chord bearing and distance of North 52°11'29" East, 704.73 feet;

In a northerly direction, with said tangent curve to the left, an arc distance of 726.11 feet to an Aluminum Disk found for corner;

North 28°00'13" East, a distance of 26.52 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner at the beginning of a tangent curve to the left with a radius of 795.00 feet, a central angle of 10°08'29", and a chord bearing and distance of North 22°55'59" East, 140.53 feet;

In a northerly direction, with said tangent curve to the left, an arc distance of 140.72 feet to an Aluminum Disk found for corner;

North 17°21'48" East, a distance of 115.92 feet to an Aluminum Disk found for corner at the beginning of a tangent curve to the left with a radius of 262.00 feet, a central angle of 11°33'27", and a chord bearing and distance of North 11°35'04" East, 52.76 feet;

In a northerly direction, with said tangent curve to the left, an arc distance of 52.85 feet to a 1/2-inch iron rod found for corner at the beginning of a compound curve to the left with a radius of 876.20 feet, a central angle of 06°25'16", and a chord bearing and distance of North 02°35'43" East, 98.14 feet;

In a northerly direction, with said compound curve to the left, an arc distance of 98.20 feet to an Aluminum Disk found for corner;

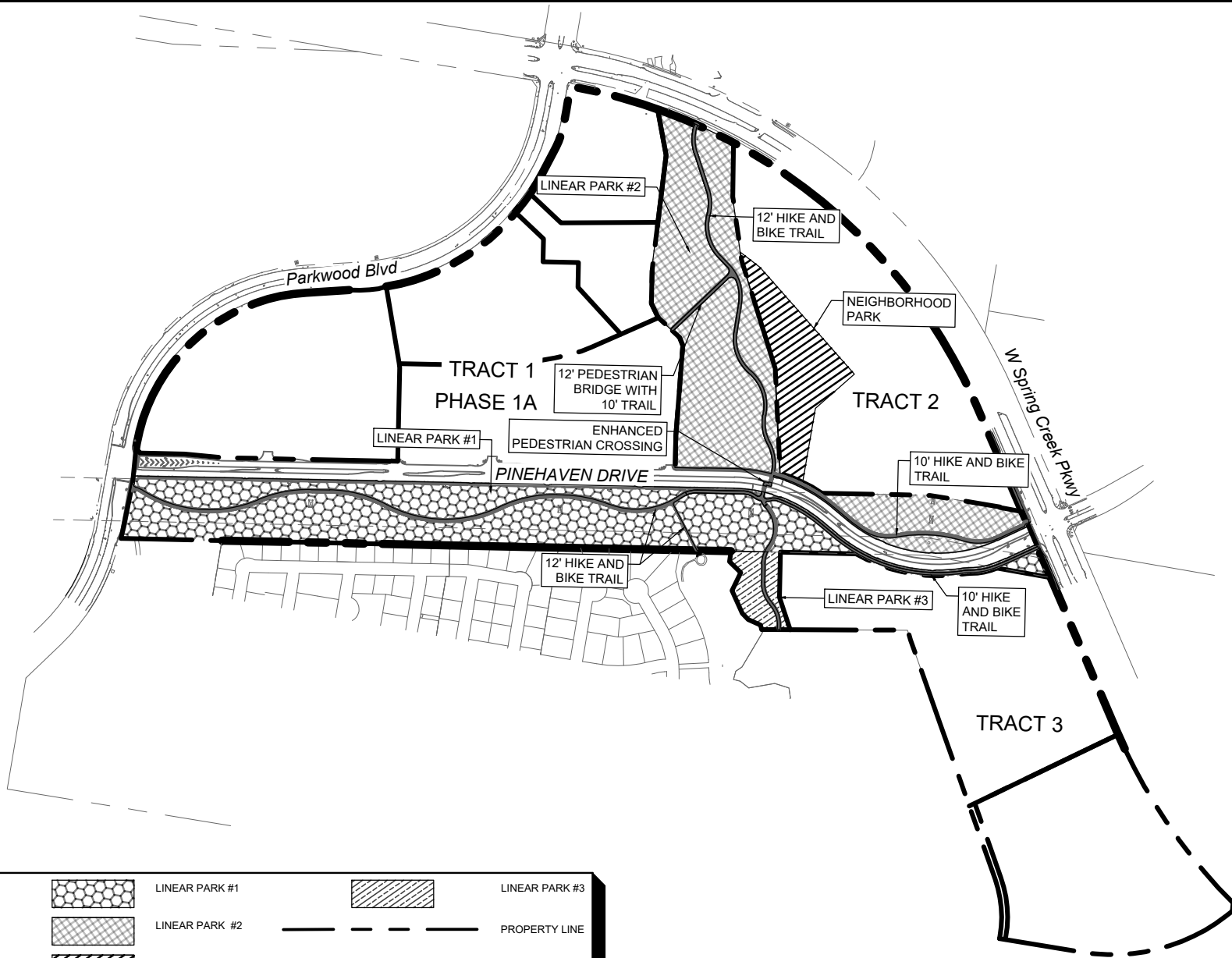
North 00°36'55" West, a distance of 75.62 feet to a 1/2-inch iron rod found for corner at the southwest end of said right-of-way corner clip;

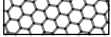


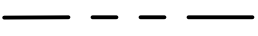

THENCE with said right-of-way-corner clip North 44°46'06" East, a distance of 35.16 feet to a point for corner; to the **POINT OF BEGINNING** and containing 5,616,279 square feet or 128.9320 acres of land.

Bearing system based on the Texas Coordinate System, North Central Zone (4202), North American Datum of 1983.(2011)

EXHIBIT "B"
PARK LAND DEPICTION

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse or improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



	LINEAR PARK #1		LINEAR PARK #3
	LINEAR PARK #2		PROPERTY LINE
	NEIGHBORHOOD PARK		

DATE:
DRAWN:
CHECKED:
KHA NO:

PHASE 1
LINEAR PARK LINEWORK

HAGGARD FARM
PLANO, TEXAS



Kimley»Horn
 13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
 SUITE 700, DALLAS, TX 75240
 PHONE: 972-770-1300 FAX: 972-239-3820
 WWW.KIMLEY-HORN.COM TX F-928
 © 2018 KIMLEY-HORN AND ASSOCIATES, INC.

EXHIBIT "C"
PARK IMPROVEMENTS

LINEAR PARK #1

1. Concrete trail requirements
 - a. 12' wide trail east-west along the south side of proposed Pinehaven Drive meandering through the utility easement from Parkwood Boulevard to the enhanced crossing across Pinehaven Drive.
 - b. 10' wide trail east-west along the south side of proposed Pinehaven Drive meandering through the utility easement from the enhanced crossing across Pinehaven Drive to Spring Creek Parkway.
 - c. 12' trail north-south along east side of creek connecting to the enhanced crossing across Pinehaven Drive to the 12' trail in Linear Park #3
 - d. Trail amenities

LINEAR PARK #2

1. Concrete trail requirements
 - a. 12' wide trail north-south along east side of creek connecting to existing trail along Spring Creek Parkway to the enhanced crossing across Pinehaven Drive
 - b. 10' wide trail east-west connecting Tract 2 to the pedestrian bridge across creek
 - c. 10' wide trail east-west connecting Tract 1 to the pedestrian bridge across creek
 - d. 10' wide trail east-west along the north side of proposed Pinehaven Drive connecting Tract 1 to existing trail on Spring Creek Parkway
 - e. Trail amenities
2. Pedestrian bridge requirements
 - a. 12' wide bridge with 10' wide trail across creek connecting Tract 1 and Tract 2

LINEAR PARK #3

1. Concrete trail requirements
 - a. 12' trail north-south along east side of creek connecting the 12' trail in Linear Park #2 and the existing 12' trail west of the existing senior living facility.
 - b. Trail amenities

LINEAR PARK TRAIL AMENITIES

1. Three (3) trail amenities are required for the Linear Parks. Acceptable trail amenities appropriate approved by Director of Parks & Recreation could include, but are not limited to the following:
 - a. Benches
 - b. Signage
 - c. Water fountains/dog bowls
 - d. Misting stations
 - e. Bike parking
 - f. Bike repair stations
 - g. Wildflower plantings

PINEHAVEN RIGHT-OF-WAY

1. Enhanced crossing standards, or alternate standards as approved by the City Engineer
 - a. A "Z-Crossing" that provides a refuge area in the median;
 - b. Differentiated paving material consisting of pavers or stamped concrete;
 - c. Standard MUTCD Traffic Signage and Striping; and

- d. A Rectangular Rapid-Flashing Beacon at each end of the crossing.

NEIGHBORHOOD PARK

1. Developer and the Director of Parks & Recreation will collaborate on the design of the neighborhood park development per Section 1.04. Amenities shall include the following according to city specifications;
 - a. Shade pavilion with contents
 - i. Picnic tables
 - ii. Grill
 - b. Connected walkway 'loop'
 - i. Connecting to trail and interconnecting neighborhood park elements
 - ii. Benches
 - iii. Trash receptacles on concrete pads
 - c. Play pit with integrated shade play equipment
 - i. Ages 2-5
 - ii. Ages 5-12
 1. Swings
 - d. Water fountain with dog bowl
 - e. Misting station
 - f. Planted trees
 - g. .5 uninterrupted open space play lawn
 - h. Turf and tree irrigation
2. Other amenities may be implemented as approved by Director of Parks & Recreation
 - a. Agriculturally inspired plantings
 - b. Public art or sculptures
 - c. Sports court
 - d. Bike parking
 - e. Bike repair station

EXHIBIT "D"
FORM OF PERFORMANCE BOND

PERFORMANCE BOND

STATE OF TEXAS §
§
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____ hereinafter called "**Principal**", and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, hereinafter called "**Surety**", are held and firmly bound unto the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Beneficiary", in the penal sum of _____ **DOLLARS**

(\$ _____), which is [either the Linear Park Surety Amount or the Neighborhood park Surety Amount] as defined in the Park Reimbursement Agreement between the City of Plano, Texas and Haggard Enterprises, Ltd., Acres of Sunshine, Ltd., and SW Haggard Master Developer, LLC, in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any amendment to the Park Reimbursement Agreement which increases the [either the Linear Park Surety Amount or the Neighborhood park Surety Amount] as defined in the Park Reimbursement Agreement between the City of Plano, Texas and Haggard Enterprises, Ltd., Acres of Sunshine, Ltd., and SW Haggard Master Developer, LLC Contract price, but in no event shall an amendment of [either the Linear Park Surety Amount or the Neighborhood park Surety Amount] decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: The Principal will construct the Park Improvements, as defined in the Park Reimbursement Agreement between the City of Plano, Texas and Haggard Enterprises, Ltd., Acres of Sunshine, Ltd., and SW Haggard Master Developer, LLC, which will be made a part hereof by reference, for the construction of certain public improvements that are generally described as follows:

[Linear Park Improvements or Neighborhood Park Improvements as defined in Exhibit C of the Park Reimbursement Agreement between the City of Plano, Texas and Haggard Enterprises, Ltd., Acres of Sunshine, Ltd., and SW Haggard Master Developer, LLC]

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the construction of the public improvements described above in accordance with the plans, specifications approved by the Beneficiary; and, if the Principal shall fully indemnify and save harmless the Beneficiary from all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or

deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, alteration or addition to the terms of the Park Reimbursement Agreement between the City of Plano, Texas and Haggard Enterprises, Ltd., Acres of Sunshine, Ltd., and SW Haggard Master Developer, LLC shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement.

The agent identified below is hereby designated by the Surety herein as the Resident Agent in Collin County or Denton County, Texas, or other Texas location as approved by Beneficiary, to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Texas Insurance Code Section 3503.003.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the _____ day of _____, _____.

PRINCIPAL: _____
Address _____
Tel. No. _____

ATTEST: **BY:** _____

TITLE: _____

SURETY: _____
Address _____
Tel. No. _____

ATTEST: **BY:** _____

TITLE: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Resident Agent of the Surety in Collin County or Denton County, Texas, or other Texas location as approved by Beneficiary, for delivery of notice and service of process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

NOTE: If Resident Agent is not a corporation, give a person's name.

EXHIBIT "E"
FORM OF LETTER

IRREVOCABLE STANDBY LETTER OF CREDIT
(Letterhead of Bank)

_____ , _____

City of Plano, Texas
1520 K Avenue
P.O. Box 860358
Plano, Texas 75086-0358

Gentlemen:

By order of our client, _____, we hereby open our clean Irrevocable Standby Letter of Credit No. _____, in your favor for an amount not to exceed the aggregate of U.S. \$ _____ (_____ U.S. Dollars), effective immediately and expiring at our offices on _____, _____, relative to our client's Park Reimbursement Agreement between the City of Plano, Texas and Haggard Enterprises, Ltd., Acres of Sunshine, Ltd., and SW Haggard Master Developer, LLC dated _____. This letter of credit extends automatically at the end of its initial one-year term, and at the end of any extended term, by one more year. There is no need to request extension each time. The extension occurs automatically unless the issuing bank notifies the City of Plano, Director of Finance, that it will not extend the letter of credit, which it can exercise only do once a year after 30 days' notice of the decision not to extend.

Funds under this Letter of Credit are available against your sight draft or drafts on us, mentioning thereon our Credit No. _____. Each such draft must be accompanied by your signed written statement to the effect that _____ has failed to comply with the terms and conditions of the above-mentioned Contract. Said written statement shall be sufficient if signed by any one of the following representatives of the City of Plano: City Manager, Deputy City Manager, Director of Engineering or Director of Finance. The above mentioned written statement shall be sufficient and conclusive and you will not be required to specify the nature or grounds of noncompliance with or default of the above mentioned Contract.

The amount of this Letter of Credit may be reduced at the sole option of the City of Plano upon our receipt of a written statement signed by any one of the above representatives of the City of Plano specifying the amount of the reduction.

If we receive your sight draft or drafts and statement or statements as mentioned above, here at our _____ office, on or before the expiration date of this Letter of Credit, we will promptly honor the same. This letter of credit is not subject to any conditions or qualifications outside of the letter of credit. The obligation of the ABC Bank is in no way

contingent on reimbursement. This letter of credit is subject to and governed by the laws of the State of Texas.

A B C BANK

BY:

Name:

Title:

Address:

EXHIBIT "F"
FORM OF MAINTENANCE BOND

MAINTENANCE BOND

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That _____, hereinafter called "**Principal**", and _____, a corporation organized and existing under the laws of the State of _____ and licensed to transact business in the State of Texas, hereinafter called "**Surety**", are held and firmly bound unto the **CITY OF PLANO, TEXAS**, a home rule municipal corporation hereinafter called "Beneficiary", in the amount of _____ **DOLLARS** (\$_____), in lawful money of the United States, to be paid in Plano, Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors and assigns, jointly and severally, and firmly by these presents.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Plano City Council approved the Park Reimbursement Agreement between the City of Plano, Texas and Haggard Enterprises, Ltd., Acres of Sunshine, Ltd., and SW Haggard Master Developer, LLC, on the _____ day of _____, _____, A.D, which requires a maintenance bond for the Linear Park Improvements and the Neighborhood Park Improvements. The Principal will maintain the Linear Park Improvements or the Neighborhood Park Improvements consistent with the Reimbursement Agreement.

NOW, THEREFORE, if Principal will maintain and keep in good repair the work herein contracted to be done for a period of two (2) years from the date of substantial completion and do and perform all necessary work and repair any defective condition, it being understood that the purpose of this section is to cover all defective conditions arising by reason of faulty, defective, or non-compliant materials, work or labor performed by Principal; then this obligation shall be void, otherwise it shall remain in full force and effect; and in case Principal shall fail to do so it is agreed that the City may do such work and supply such materials and charge the same against Principal and Surety on this obligation.

PROVIDED, FURTHER, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

PROVIDED FURTHER, that Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Reimbursement Agreement or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Reimbursement Agreement or to the work to be performed thereunder.

The agent identified below is hereby designated by the Surety herein as the resident agent in either Collin County or Denton County, Texas, or other Texas location as approved by Beneficiary, to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the _____ day of _____, ____.

PRINCIPAL: _____
Address _____
Tel. No. _____

ATTEST: **BY:** _____

_____ **TITLE:** _____

SURETY: _____
Address _____
Tel. No. _____

ATTEST: **BY:** _____

_____ **TITLE:** _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

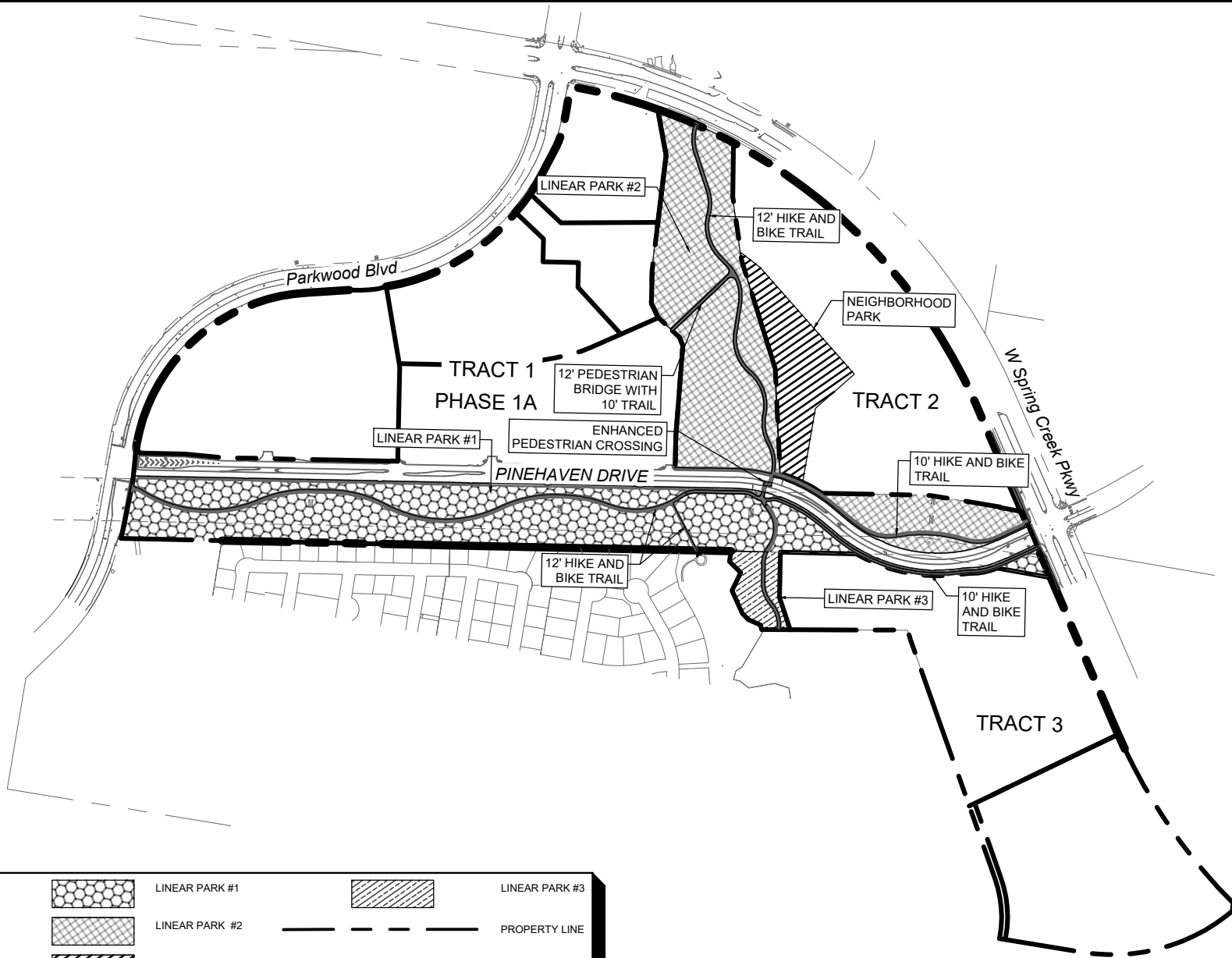
The Resident Agent of the Surety in Collin County or Denton County, Texas, or other Texas location as approved by Beneficiary, for delivery of notice and service of the process is:

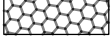

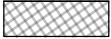
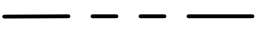

NAME: _____
STREET _____
CITY, STATE, ZIP: _____

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

NOTE: Date on **Page 1** of Maintenance Bond must be **same date that City Council approved the Contract expenditure**. Date on **Page 2** of Maintenance Bond must be **after the date that City Council approved the Contract expenditure**. If Resident Agent is not a corporation, give a person's name.

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse or improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND		LINEAR PARK #1		LINEAR PARK #3
		LINEAR PARK #2		PROPERTY LINE
		NEIGHBORHOOD PARK		

DATE:
DRAWN:
CHECKED:
KHA NO:

PHASE 1
LINEAR PARK LINEWORK

HAGGARD FARM
PLANO, TEXAS



Kimley»Horn
 13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
 SUITE 700, DALLAS, TX 75240
 PHONE: 972-770-1300 FAX: 972-239-3820
 WWW.KIMLEY-HORN.COM TX F-928
 © 2018 KIMLEY-HORN AND ASSOCIATES, INC.

EXHIBIT D

PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT

[Attached]

**PROFESSIONAL SERVICES
REIMBURSEMENT AGREEMENT**

This Professional Services Reimbursement Agreement (this “Agreement”), effective as of the 6th day of April, 2023 (the “Effective Date”), is made and entered into by and between The City of Plano, Texas and STILLWATER CAPITAL INVESTMENTS, LLC, a Texas limited liability company (the “Developer”), herein collectively referred to as (“Party” or “Parties”).

WHEREAS, the Developer or affiliates of the Developer desire to develop land in the City located approximately at Spring Creek Parkway and Pinecrest Drive, which land is further described in Exhibit A hereto (the “Property”);

WHEREAS, the Parties have determined that the financing of a portion of the costs of the Public Improvements necessary for the development of the Property, can be achieved by means of Chapter 372, Texas Local Government Code, as amended, entitled the Public Improvement District Assessment Act (“PID Act”); and

WHEREAS, the Developer desires to develop the Property and has caused a petition to be filed with the City related to the development of the Property for the Haggard Farm Public Improvement District (“PID”) under the PID Act and the PID was created by the City; and

WHEREAS, the Parties hereto recognize that the City will continue to incur expenses through the entire PID review process until final completion of the development (“City Expenses”) including but not limited to: professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, and special consultant fees; and

WHEREAS, the Developer hereby agrees to pay for reasonable and necessary professional services provided by the consultants listed on Exhibit B and by additional consultants approved in writing by the Developer (collectively, the “City Consultants”).

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Payment for Professional Services. The Developer deposited with the City \$100,000.00 (the “Initial Deposit”) for payment of City Expenses necessary to conduct the review and creation of the PID request:

- (a) City agrees to hold all Developer's contributions in a separate fund maintained by the City which may only be used for City Expenses related to the PID.
- (b) The City will pay City Expenses out of the amount deposited with the City

and keep accounting of all charges for City Expenses incurred for the PID and any unused contributions shall be returned to the Developer within thirty (30) days of the City's payment of the final invoice.

- (c) The City will submit copies of all monthly invoices to the Developer showing amounts paid for City Expenses for any City Consultant fees that are consistent with Exhibit B. The City may redact any information covered by attorney/client privilege, work product doctrine, or other information allowed to be kept confidential under the Texas Public Information Act. Within fifteen (15) days of the Developer's receipt of the City's submission of the City Consultant fees invoiced, the Developer shall disapprove the invoiced the City Consultant fees and give written notification to the City of the Developer's disapproval specifying the reasons for such disapproval; provided however, that the Developer's disapproval shall be limited to the grounds that such City Consultant fees are not consistent with Exhibit B, as the parties agree that all fees charged by City Consultants consistent with Exhibit B are reasonable and necessary.
- (d) After any monthly City Consultant fees have been paid for City Expenses, the City Consultants shall not be paid for the same City Expenses through any additional invoices or through PID bond proceeds.
- (e) Notwithstanding anything to the contrary, City Expenses invoiced and due within thirty (30) days prior to the closing of PID bonds may be paid to City Consultants, at Developer's option, through PID bond proceeds upon the closing of PID bonds.
- (f) The Developer may be reimbursed from PIDs created by the City Council containing all or a portion of the Property, if any, for City Consultant fees paid in accordance with this Agreement and the PID Act.
- (g) Developer agrees that in the event the fund described in Section 1(a) for City Expenses balance falls below \$20,000.00 and upon notice from the City, then Developer shall remit an additional amount of not less than \$20,000.00 within five (5) business days of receipt of such notice.
- (h) In the event the balance for City Expenses is exhausted, upon notice, Developer shall pay the balance owed in full within fifteen (15) days in addition to the remittance of the additional funds as provided above.
- (i) In the instance that deposits of additional funds are not timely made, the City has no obligation to incur any additional City Expenses in connection with the PID.

Failure of Developer to meet its obligations under this Section 1 may result in the suspension of any active development permits until such obligations are cured, or revocation of active

development permits if the obligation is not cured within twenty-one (21) days after the City's delivery to the Developer of written notice of failure to meet such obligations. In the event that Developer fails to meet the obligations under this Section 1, Developer's lender may make the payment to the City to cure.

2. No Obligation regarding PID. The Developer acknowledges that the City has no obligation to include any specific items in PID plans or budgets, or issue any bonds or other indebtedness with respect thereto, and nothing contained within this Agreement shall create any such obligation. The Developer's obligation to pay the City Expenses shall exist and continue independent of whether the PID or bonds or other indebtedness are approved. This Agreement shall confer no vested rights or development rights on the Property or to the Developer. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development in the Property.

3. Termination. This Agreement shall terminate upon the closing of the PID bonds for the first phase of the development on the Property, provided that any additional costs incurred by the City for the consultants work on the PID that would not or could not be paid from the proceeds of subsequent series of PID bonds shall continue to be the responsibility of the Developer pursuant to this Agreement, in which event this Agreement shall terminate when all such additional costs have been paid by the Developer. Upon termination of this Agreement for any reason, any balance of the Initial Deposit and any balance of any additional payment(s) made by Developer under this Agreement that exceed the City Expenses incurred as of termination shall be returned to Developer.

4. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein.

5. Amendment. This Agreement, and any exhibit hereto, may only be amended, altered or revoked by written instrument executed by the Parties.

6. Successors and Assigns. Neither City nor Developer may assign or transfer their interest in the Agreement without prior written consent of the other Party.

7. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

To the City: Attn: Mark D. Israelson
 City Manager
 1520 Avenue K
 Plano, TX 75074

With a copy to: Attn: City Attorney
 City of Plano
 1520 Avenue K
 Plano, TX 75074

To the Developer: Attn: Aaron Sherman
 Stillwater Capital Investments, LLC
 4145 Travis, Suite 300
 Dallas, Texas 75204

With a copy to: Attn: Ross Martin
 Winstead PC
 2728 N. Harwood Street, Suite 500
 Dallas, Texas 75201

8. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.

9. Applicable Law. This Agreement is made, and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Collin County, Texas.

10. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision 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.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

[SIGNATURE PAGES TO FOLLOW]

APPROVED AS TO FORM

CITY OF PLANO, TEXAS

By Michelle D'Andrea
for: Paige Mims, City Attorney

By Mark D. Israelson
Mark D. Israelson, City Manager

Date: 04.06.2023

DEVELOPER

**STILLWATER CAPITAL INVESTMENTS,
LLC**

By: 
Name: Aron Sherman
Title: Manager

EXHIBIT A

PROPERTY METES AND BOUNDS

142.49 ACRES

BEING a tract of land situated in the Maria Cantalina Vela Survey, Abstract No. 935, City of Plano, Collin County, Texas; and being part of Windhaven Parkway, Spring Creek Parkway and Parkwood Boulevard and being part of a tract of land described in Special Warranty Deed to Haggard Enterprises Limited, LTD. recorded in Volume 2523, Page 172 of the Land Records of Collin County, Texas and being part of a tract of land described in Special Warranty Deed to Haggard Enterprises Limited, LTD. recorded in Volume 2739, Page 967 of said Land Records and being part of a tract of land described in Special Warranty Deed, Bill of Sale and Assignment to Acres of Sunshine, LTD. recorded in Volume 4227, Page 835 of the Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the intersection of the centerline of Spring Creek Parkway (a variable width right-of-way) and the centerline of Windhaven Parkway (a variable width right-of-way);

THENCE with said centerline of Windhaven Parkway, the following courses and distances:

South 42°22'41" West, a distance of 158.86 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 46°00'40", a radius of 800.00 feet, a chord bearing and distance of South 66°13'45" West, 625.31 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 642.44 feet to a point for corner;

South 89°14'05" West, a distance of 337.88 feet to a point for corner;

THENCE said centerline of Windhaven Parkway, the following courses and distances:

North 0°00'00" East, a distance of 63.50 feet to a point at the beginning of a tangent curve to the left having a central angle of 29°35'57", a radius of 450.00 feet, a chord bearing and distance of North 14°47'58" West, 229.89 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 232.47 feet to a point for corner;

North 29°36'05" West, a distance of 1011.83 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 5°58'43", a radius of 441.64 feet, a chord bearing and distance of North 27°16'14" West, 46.06 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 46.08 feet to a point for corner;

South 80°03'46" West, a distance of 584.73 feet to a point in the east line of Lot 58, Block A, Common Open Space, Avignon Windhaven, Phase 3 an addition to the City of Plano according to the plat recorded in Instrument No. 20111209010002540 of the Official Public Records of Collin County, Texas; and being in the approximate centerline of Creek Number 5B29;

THENCE with the east line of said Lot 58 and said approximate centerline of Creek Number 5B29, the following courses and distances:

North 24°50'38" West, a distance of 17.56 feet to a point for corner;
North 75°15'49" West, a distance of 53.86 feet to a point for corner;
North 55°19'20" West, a distance of 34.91 feet to a point for corner;
North 33°59'39" West, a distance of 99.90 feet to a point for corner;
North 15°48'40" East, a distance of 80.20 feet to a point for corner;
North 56°15'56" West, a distance of 62.96 feet to a point for corner;
North 0°28'11" West, a distance of 42.59 feet to the northeast corner of said Lot 58;

THENCE with the north line of said Block A, Avignon Windhaven, Phase 3, South 81°04'33" West, passing at a distance of 691.05 feet the northwest corner of said Block A, Avignon Windhaven, Phase 3 and the northeast corner of Lot 38, Block A, Avignon Windhaven, Phase 2 an addition to the City of Plano according to the plat recorded in Instrument No. 20091008010002560 of the Official Public Records of Collin County, Texas, continuing with north line of said Block A, Avignon Windhaven, Phase 2, passing at a distance of 1126.56 feet the northwest corner of said Block A, Avignon Windhaven, Phase 2 and the northeast corner of Lot 31, Block A, Avignon Windhaven, Phase 1 an addition to the City of Plano according to the plat recorded in Cabinet R, Slide 205 of the Map Records of Collin County, Texas, continuing with the north line of said Block A, Avignon Windhaven, Phase 1, passing at a distance of 2040.83 feet the northeast corner of said Block A, Avignon Windhaven, Phase 1, continuing in all a total distance of 2505.50 feet to a point for corner in said centerline of Parkwood Boulevard; said point also being at the beginning of a non-tangent curve to the left having a central angle of 2°41'09", a radius of 774.92 feet, a chord bearing and distance of North 1°21'12" East, 36.32 feet;

THENCE with said centerline of Parkwood Boulevard, the following courses and distances:

In a northeasterly direction, with said curve to the left, an arc distance of 36.32 feet to a point at the end of said curve;
North 0°00'44" East, a distance of 359.06 feet to a point at the beginning of a tangent curve to the right having a central angle of 76°22'01", a radius of 789.72 feet, a chord bearing and distance of North 38°11'45" East, 976.38 feet;
In a northeasterly direction, with said curve to the right, an arc distance of 1052.58 feet to a point at the end of said curve;
North 76°22'45" East, a distance of 230.20 feet to a point at the beginning of a tangent curve to the left having a central angle of 76°59'40", a radius of 805.00 feet, a chord bearing and distance of North 37°52'55" East, 1002.19 feet;
In a northeasterly direction, with said curve to the left, an arc distance of 1081.76 feet to a point at the end of said curve;
North 0°36'55" West, a distance of 180.53 feet to at the intersection of the centerline of Spring Creek Parkway (a variable width right-of-way) and the centerline of Parkwood Boulevard (a variable width right-of-way);

THENCE with said centerline of Spring Creek Parkway, the following course and distances:

North 89°12'46" East, a distance of 47.67 feet to a point at the beginning of a tangent curve to the right having a central angle of 57°23'42", a radius of 2270.36 feet, a chord bearing and distance of South 62°05'23" East, 2180.39 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 2274.29 feet to a point for corner;

South 33°23'29" East, a distance of 1403.39 feet to a point at the beginning of a tangent curve to the left having a central angle of 23°53'29", a radius of 2153.93 feet, a chord bearing and distance of South 45°20'14" East, 891.66 feet;

In a southeasterly direction with said curve to the left, an arc distance of 898.15 feet to the **POINT OF BEGINNING** and containing 142.49 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT B

CITY CONSULTANTS

[City Consultant hourly rates, fees, and expected scope of services]

Norton Rose Fulbright US LLP

Tax Partner	745	
Tax Assoc.	550	
Tax Sr. Counsel	710	
Tax of Counsel	910	
Partner	695	
Sr. Assoc.	570	
Assoc.	410	
Sr. Counsel	710	
Counsel	410	
Of Counsel	785	
Sr. Paralegal/Research Asst.	330	
Paralegal	225	
Project Asst./General Clerk	110	

The work will be primarily by Bob Dransfield at the Partner rate, and Jordan Sawyer, a Senior Associate.

The scope of work includes: All work leading up to the point of the bond transaction regarding the Property, including but not limited to the review of documents related to the transaction to review primarily from the bond point of view, attending meetings and conference calls, interaction with the Attorney General's office on questions related to ability of the City to bond finance different structural aspects of the project, provide legal analysis and input to the City on bond financing. Once the transactions reach the point of becoming more directly related to the financing, they will convert to a fixed-bond fee based on the par amount of the bonds. All expenses related to the scope of work are compensable, including travel time. Developer will be able to reimburse itself for all the fees fronted if and when bond proceeds become available.

P3 Works

Managing Partner	250
Project Manager	210
Senior Analyst	185
Analyst II	160
Analyst	135
Administrative	100

The scope of work includes: Assist with the review of agreements with the developer regarding the Property related to the creation of one or more PIDs related to the project. Provide services related to the creation of the Service and Assessment Plans and related documents. Assist with the sale of bonds, levy of PID assessments, review of appraisal,

bond trust indenture and related documents. All expenses related to the scope of work are compensable, including travel time.

GREENBERG TRAURIG, LLP (Discounted Rates)

Shareholder	675
Assoc.	475
Of Counsel	550
Paralegal	250

The scope of work includes: Negotiate and draft agreements regarding the Haggard Farms Property. Provide legal advice to Plano regarding the Haggard Farms project, including but not limited to the PID and the Plano contributions to and reimbursement for public infrastructure on the Haggard Farms property.

EXHIBIT E

FINANCIAL PARTY RESPONSIBILITY AND REIMBURSEMENT

[Attached]

OPINION OF PROBABLE CONSTRUCTION COSTS

Project: Haggard Farm

Location: Plano, Texas

SECTION	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST	PID Funded	City of Plano Funded	Developer Funded				
OFFSITE SCOPE												
Thoroughfare Section A-1	Roadway	5' Sidewalk	990	S.Y.	93	92,070	100%	92,070	0%	-	0%	-
		Thoroughfare Pavement	7,369	S.Y.	183	1,346,650	100%	1,346,650	0%	-	0%	-
		Thoroughfare Pavement past 18.5' in width	1,455	S.Y.	183	265,951	0%	-	100%	265,951	0%	-
		Street Trees	65	E.A.	2,300	149,500	100%	149,500	0%	-	0%	-
		Irrigation, Shrubs & Sod	3,455	S.Y.	58	200,390	100%	200,390	0%	-	0%	-
			Subtotal			2,054,561		1,788,610		265,951		-
	Drainage	10' Curb Inlet	5	E.A.	7,425	37,125	100%	37,125	0%	-	0%	-
		4'x4' Wye Inlet	1	E.A.	5,000	5,000	100%	5,000	0%	-	0%	-
		2'x2' Wye Inlet	2	E.A.	4,800	9,600	100%	9,600	0%	-	0%	-
		18" RCP	375	L.F.	160	60,000	100%	60,000	0%	-	0%	-
		21" RCP	72	L.F.	177	12,744	100%	12,744	0%	-	0%	-
		24" RCP	37	L.F.	190	7,030	100%	7,030	0%	-	0%	-
			Subtotal			131,499		131,499		-		-
			Section Total			2,186,060		1,920,109		265,951		-
	Thoroughfare Section A-2	Roadway	RRFB Pedestrian Crossing	4	E.A.	7,139	28,556	100%	28,556	0%	-	0%
5' Sidewalk			1,196	S.Y.	93	111,228	100%	111,228	0%	-	0%	-
Irrigation, Shrubs & Sod			4,008	S.Y.	58	232,464	100%	232,464	0%	-	0%	-
Thoroughfare Pavement			6,626	S.Y.	183	1,210,862	0%	-	100%	1,210,862	0%	-
		Subtotal			1,583,110		372,248		1,210,862		-	
Drainage		10' Curb Inlet	6	E.A.	7,425	44,550	0%	-	100%	44,550	0%	-
		18" RCP	66	L.F.	160	10,560	0%	-	100%	10,560	0%	-
		36" RCP	897	L.F.	217	194,649	0%	-	100%	194,649	0%	-
		72" RCP	1,230	L.F.	340	418,200	100%	418,200	0%	-	0%	-
		2 - 6'x5' RCB (upsizing cost)	1,230	L.F.	1,190	1,463,700	90%	1,317,330	10%	146,370	0%	-
		Subtotal			2,131,659		1,735,530		396,129		-	
		Section Total			\$ 3,714,769		2,107,778		1,606,991		-	
Thoroughfare Section B		Street Trees	25	E.A.	2,300	57,500	100%	57,500	0%	-	0%	-
		Irrigation, Shrubs & Sod	7,809	S.Y.	58	452,922	100%	452,922	0%	-	0%	-
		Thoroughfare Pavement	8,851	S.Y.	183	1,617,515	0%	-	100%	1,617,515	0%	-
			Subtotal			2,127,937		510,422		1,617,515		-
	Drainage	10' Curb Inlet	11	E.A.	7,425	81,675	0%	-	100%	81,675	0%	-
		4'x4' Wye Inlet	2	E.A.	5,000	10,000	0%	-	100%	10,000	0%	-
		18" RCP	187	L.F.	160	29,920	0%	-	100%	29,920	0%	-
		21" RCP	14	L.F.	177	2,478	0%	-	100%	2,478	0%	-
		36" RCP	367	L.F.	217	79,639	0%	-	100%	79,639	0%	-
		54" RCP	869	L.F.	285	247,665	0%	-	100%	247,665	0%	-
		8 - 10'x6' Box Culverts	120	L.F.	10,200	1,224,000	0%	-	100%	1,224,000	0%	-
		Headwall for (8) 10'x6' Box Culverts	2	E.A.	149,061	298,121	0%	-	100%	298,121	0%	-
			Subtotal			1,973,498		-		1,973,498		-
			Section Total			\$ 4,101,436		510,422		3,591,014		-

Additional Infrastructure Costs	Roadway	Street Lights (1 per 180 LF)	22	E.A.	6,282	138,209	100%	138,209	0%	-	0%	-
		Street Light Conduit	3,530	L.F.	57	201,603	0%	-	100%	201,603	0%	-
		Street Light Pullboxes	2	E.A.	2,500	5,000	0%	-	100%	5,000	0%	-
		10' Linear Park Pedestrian Trails	1,709	S.Y.	86	146,974	100%	146,974	0%	-	0%	-
		12' Linear Park Pedestrian Trails	10,253	S.Y.	86	881,758	100%	881,758	0%	-	0%	-
		Traffic Signal	1	SET	429,488	429,488	100%	429,488	0%	-	0%	-
		Site Gas	3,110	LF	131	406,233	0%	-	0%	-	100%	406,233
		Primary Ductbank and Loop w/4-6" Conduits	9,506	LF	201	1,906,034	0%	-	0%	-	100%	1,906,034
	Subtotal					4,115,300		1,596,429		206,603		2,312,267
	Sanitary Sewer	Sanitary Sewer Manhole	14	E.A.	18,500	259,000	100%	259,000	0%	-	0%	-
		8" Sanitary Sewer Main	103	L.F.	140	14,420	100%	14,420	0%	-	0%	-
		10" Sanitary Sewer Main	775	L.F.	200	155,000	100%	155,000	0%	-	0%	-
		18" Sanitary Sewer Main	3,774	L.F.	320	1,207,680	100%	1,207,680	0%	-	0%	-
	Subtotal					1,636,100		1,636,100		-		-
	Water	Fire Hydrant	12	E.A.	5,800	69,600	100%	69,600	0%	-	0%	-
		6" Water Main	332	L.F.	170	56,440	100%	56,440	0%	-	0%	-
		8" Water Main	418	L.F.	190	79,420	100%	79,420	0%	-	0%	-
		12" Water Main	5,379	L.F.	250	1,344,750	100%	1,344,750	0%	-	0%	-
	Subtotal					1,550,210		1,550,210		-		-
	Drainage	5'x5' Wye Inlet	3	E.A.	5,800	17,400	100%	17,400	0%	-	0%	-
		20'x17' Junction Box	1	E.A.	51,400	51,400	100%	51,400	0%	-	0%	-
		36" RCP	190	L.F.	217	41,230	100%	41,230	0%	-	0%	-
		54" RCP	596	L.F.	285	169,860	100%	169,860	0%	-	0%	-
		72" RCP	800	L.F.	340	272,000	100%	272,000	0%	-	0%	-
		2 x 6'x5' RCB (upsizing)	800	L.F.	1,190	952,000	90%	856,800	10%	95,200	0%	-
	Subtotal					1,503,890		1,408,690		95,200		-
	Pedestrian Bridge at Creek Crossing	Pedestrian Bridge	1	L.S.	750,000	750,000	100%	750,000	0%	-	0%	-
Subtotal					750,000		750,000		-		-	
Section Total					\$ 9,555,500		\$ 6,941,429		\$ 301,803		\$ 2,312,267	
OFFSITE COSTS					\$ 19,557,765		\$ 11,479,738		\$ 5,765,759		\$ 2,312,267	
4% Inspection Fees			4%		782,311		459,190		230,630			
ENGINEERING & STAKING			6%		1,173,466		688,784		345,946		138,736	
CONTINGENCY			5%		977,888		573,987		288,288		115,613	
DISTRICT FORMATION COSTS					800,000		800,000					
TOTAL MASTER PUBLIC INFRASTRUCTURE COSTS					23,291,430		14,001,699		6,630,623		2,566,617	

CITY SUBDIVISION IMPROVEMENT COSTS

Project: Haggard Farm

Location: Plano, Texas

SECTION	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST	City of Plano Funded		
OFFSITE SCOPE								
Thoroughfare Section A-1	Roadway	Thoroughfare Pavement past 18.5' in width	1,455	S.Y.	183	265,951	100%	265,951
		Subtotal					265,951	
Section Total						265,951		
Thoroughfare Section A-2	Roadway	Thoroughfare Pavement	6,626	S.Y.	183	1,210,862	100%	1,210,862
		Subtotal					1,210,862	
	Drainage	10' Curb Inlet	6	E.A.	7,425	44,550	100%	44,550
		18" RCP	66	L.F.	160	10,560	100%	10,560
		36" RCP	897	L.F.	217	194,649	100%	194,649
		2 - 6'x5' RCB (upsizing cost)	1,230	L.F.	1,190	1,463,700	10%	146,370
Subtotal					396,129			
Section Total						1,606,991		
Thoroughfare Section B	Roadway	Thoroughfare Pavement	8,851	S.Y.	183	1,617,515	100%	1,617,515
		Subtotal					1,617,515	
	Drainage	10' Curb Inlet	11	E.A.	7,425	81,675	100%	81,675
		4'x4' Wye Inlet	2	E.A.	5,000	10,000	100%	10,000
		18" RCP	187	L.F.	160	29,920	100%	29,920
		21" RCP	14	L.F.	177	2,478	100%	2,478
		36" RCP	367	L.F.	217	79,639	100%	79,639
		54" RCP	869	L.F.	285	247,665	100%	247,665
		8 - 10'x6' Box Culverts	120	L.F.	10,200	1,224,000	100%	1,224,000
Headwall for (8) 10'x6' Box Culverts	2	E.A.	149,061	298,121	100%	298,121		
Subtotal					1,973,498			
Section Total						3,591,014		
Additional Infrastructure Costs	Roadway	Street Light Conduit	3,530	L.F.	57	201,603	100%	201,603
		Street Light Pullboxes	2	E.A.	2,500	5,000	100%	5,000
	Subtotal					206,603		
	Drainage	2 x 6'x5' RCB (upsizing)	800	L.F.	1,190	952,000	10%	95,200
Subtotal					95,200			
Section Total						\$ 301,803		

OFFSITE COSTS

\$ 5,765,759

	4%	230,630
4% Inspection Fees	4%	230,630
ENGINEERING & STAKING	6%	345,946
CONTINGENCY	5%	288,288
DISTRICT FORMATION COSTS		

TOTAL MASTER PUBLIC INFRASTRUCTURE COSTS		6,630,623
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DEVELOPER MASTER INFRASTRUCTURE IMPROVEMENT COSTS

Project: Haggard Farm

Location: Plano, Texas

SECTION	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST	PID Funded		
OFFSITE SCOPE								
Thoroughfare Section A-1	Roadway	5' Sidewalk	990	S.Y.	93	92,070	100%	92,070
		Thoroughfare Pavement	7,369	S.Y.	183	1,346,650	100%	1,346,650
		Street Trees	65	E.A.	2,300	149,500	100%	149,500
		Irrigation, Shrubs & Sod	3,455	S.Y.	58	200,390	100%	200,390
	Subtotal							1,788,610
	Drainage	10' Curb Inlet	5	E.A.	7,425	37,125	100%	37,125
		4'x4' Wye Inlet	1	E.A.	5,000	5,000	100%	5,000
		2'x2' Wye Inlet	2	E.A.	4,800	9,600	100%	9,600
		18" RCP	375	L.F.	160	60,000	100%	60,000
		21" RCP	72	L.F.	177	12,744	100%	12,744
		24" RCP	37	L.F.	190	7,030	100%	7,030
	Subtotal							131,499
	Section Total							1,920,109
	Thoroughfare Section A-2	Roadway	RRFB Pedestrian Crossing	4	E.A.	7,139	28,556	100%
5' Sidewalk			1,196	S.Y.	93	111,228	100%	111,228
Irrigation, Shrubs & Sod			4,008	S.Y.	58	232,464	100%	232,464
Subtotal							372,248	
Drainage		72" RCP	1,230	L.F.	340	418,200	100%	418,200
		2 - 6'x5' RCB (upsizing cost)	1,230	L.F.	1,190	1,463,700	90%	1,317,330
Subtotal							1,735,530	
Section Total							2,107,778	
Thoroughfare Section B	Roadway	Street Trees	25	E.A.	2,300	57,500	100%	57,500
		Irrigation, Shrubs & Sod	7,809	S.Y.	58	452,922	100%	452,922
	Subtotal							510,422
Section Total							510,422	
Additional Infrastructure Costs	Roadway	Street Lights (1 per 180 LF)	22	E.A.	6,282	138,209	100%	138,209
		10' Linear Park Pedestrian Trails	1,709	S.Y.	86	146,974	100%	146,974
		12' Linear Park Pedestrian Trails	10,253	S.Y.	86	881,758	100%	881,758
		Traffic Signal	1	SET	429,488	429,488	100%	429,488
	Subtotal							1,596,429
	Sanitary Sewer	Sanitary Sewer Manhole	14	E.A.	18,500	259,000	100%	259,000
		8" Sanitary Sewer Main	103	L.F.	140	14,420	100%	14,420
		10" Sanitary Sewer Main	775	L.F.	200	155,000	100%	155,000
		18" Sanitary Sewer Main	3,774	L.F.	320	1,207,680	100%	1,207,680
	Subtotal							1,636,100
	Water	Fire Hydrant	12	E.A.	5,800	69,600	100%	69,600
		6" Water Main	332	L.F.	170	56,440	100%	56,440
		8" Water Main	418	L.F.	190	79,420	100%	79,420
		12" Water Main	5,379	L.F.	250	1,344,750	100%	1,344,750
	Subtotal							1,550,210
	Drainage	5'x5' Wye Inlet	3	E.A.	5,800	17,400	100%	17,400
		20'x17' Junction Box	1	E.A.	51,400	51,400	100%	51,400
		36" RCP	190	L.F.	217	41,230	100%	41,230
		54" RCP	596	L.F.	285	169,860	100%	169,860
		72" RCP	800	L.F.	340	272,000	100%	272,000
		2 x 6'x5' RCB (upsizing)	800	L.F.	1,190	952,000	90%	856,800
	Subtotal							1,408,690
	Pedestrian Bridge at Creek Crossing	Pedestrian Bridge	1	L.S.	750,000	750,000	100%	750,000
		Subtotal						
Section Total							\$ 6,941,429	
OFFSITE COSTS							\$ 11,479,738	

4% Inspection Fees	4%	459,190
ENGINEERING & STAKING	6%	688,784
CONTINGENCY	5%	573,987
DISTRICT FORMATION COSTS		800,000

TOTAL MASTER PUBLIC INFRASTRUCTURE COSTS	14,001,699
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OPINION OF PROBABLE CONSTRUCTION COSTS

Project: Haggard Farm

Location: Plano, Texas

SECTION	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST	Public Improvements	Private Improvements			
Phase 1A ONSITE SCOPE										
Phase 1	Roadway	Pavement	9,226	S.Y.	218	2,011,268	0%	-	100%	2,011,268
		Trail - Parkwood	305	S.Y.	93	28,324	0%	-	100%	28,324
		Subtotal				2,039,592		-		2,039,592
	Sanitary Sewer	8" Sanitary Sewer Private Line	290	L.F.	260	75,400	0%	-	100%	75,400
		10" Sanitary Sewer Main	352	L.F.	310	109,120	100%	109,120	0%	-
		10" Sanitary Sewer Private Line	214	L.F.	310	66,340	0%	-	100%	66,340
		Sanitary Sewer Manholes	2	E.A.	18,500	37,000	100%	37,000	0%	-
		Subtotal				287,860		146,120		141,740
	Water	8" Water Main	1,980	L.F.	260	514,800	100%	514,800	0%	-
		8" Water Private Lines	75	L.F.	260	19,500	0%	-	100%	19,500
		6" Water Main	97	L.F.	260	25,220	100%	25,220	0%	-
		Fire Hydrants	5	E.A.	5,800	29,000	100%	29,000	0%	-
		Subtotal				588,520		569,020		19,500
	Drainage	12" RCP Private Storm Pipe	210	L.F.	155	32,550	0%	-	100%	32,550
		18" RCP Storm Pipe	180	L.F.	165	29,700	100%	29,700	0%	-
		18" RCP Private Storm Pipe	310	L.F.	165	51,150	0%	-	100%	51,150
		24" RCP Storm Pipe	575	L.F.	195	112,125	100%	112,125	0%	-
		24" RCP Private Storm Pipe	140	L.F.	195	27,300	0%	-	100%	27,300
		30" RCP Private Storm Pipe	83	L.F.	225	18,675	0%	-	100%	18,675
		36" RCP Storm Pipe	100	L.F.	255	25,500	100%	25,500	0%	-
		42" RCP Private Storm Pipe	40	L.F.	275	11,000	0%	-	100%	11,000
		48" RCP Storm Pipe	1,177	L.F.	295	347,215	100%	347,215	0%	-
		Grate Inlets	12	E.A.	5,700	68,400	100%	68,400	0%	-
		5x5 Wye Inlet	3	E.A.	5,800	17,400	0%	-	100%	17,400
		10' Curb Inlet	2	E.A.	7,425	14,850	100%	14,850	0%	-
		Sloped End Headwall	1	E.A.	35,600	35,600	100%	35,600	0%	-
		Private Sloped End Headwall	1	E.A.	35,600	35,600	0%	-	100%	35,600
		Subtotal				827,065		633,390		193,675
	Section Total						\$ 3,743,037	\$ 1,348,530	\$ 2,394,507	
	ONSITE COSTS						\$ 3,743,037	\$ 1,348,530	\$ 2,394,507	
	Engineering / Design Services 6.0%						\$ 224,582	\$ 80,912	\$ 143,670	
	CM Fee 4.0%						\$ 149,721	\$ 53,941	\$ 95,780	
GRAND TOTAL ONSITE COSTS						\$ 4,117,340	\$ 1,483,383	\$ 2,633,957		

DEVELOPER PHASE 1A IMPROVEMENT COSTS

Project: Haggard Farm

Location: Plano, Texas

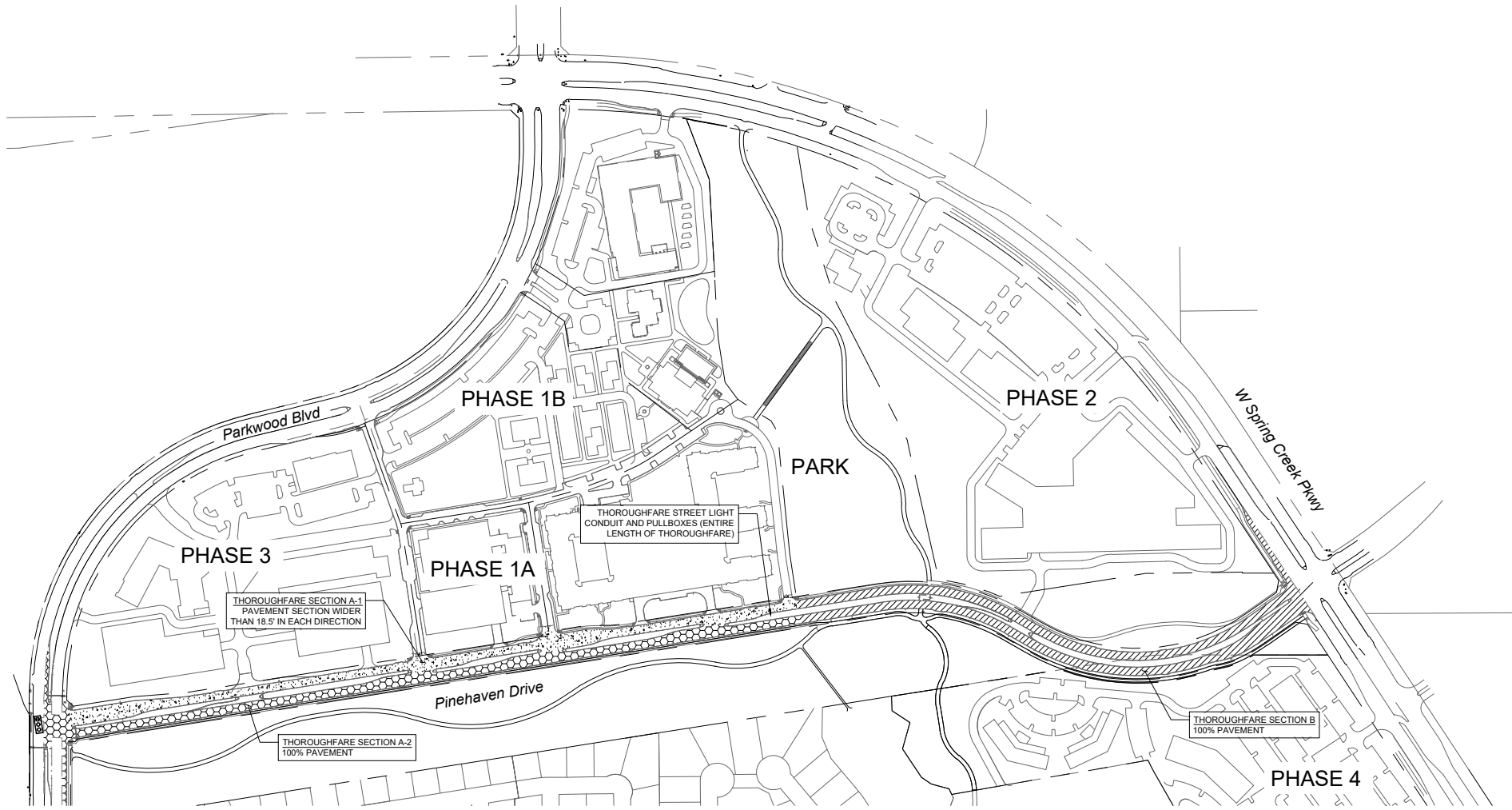
SECTION	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST	Public Improvements			
						<i>PID Fundeded</i>			
Phase 1A ONSITE SCOPE									
Phase 1	Sanitary Sewer	10" Sanitary Sewer Main	352	L.F.	310	109,120	100%	109,120	
		Sanitary Sewer Manholes	2	E.A.	18,500	37,000	100%	37,000	
		Subtotal							146,120
	Water	8" Water Main	1,980	L.F.	260	514,800	100%	514,800	
		6" Water Main	97	L.F.	260	25,220	100%	25,220	
		Fire Hydrants	5	E.A.	5,800	29,000	100%	29,000	
		Subtotal							569,020
	Drainage	18" RCP Storm Pipe	180	L.F.	165	29,700	100%	29,700	
		24" RCP Storm Pipe	575	L.F.	195	112,125	100%	112,125	
		36" RCP Storm Pipe	100	L.F.	255	25,500	100%	25,500	
		48" RCP Storm Pipe	1,177	L.F.	295	347,215	100%	347,215	
		Grate Inlets	12	E.A.	5,700	68,400	100%	68,400	
		10' Curb Inlet	2	E.A.	7,425	14,850	100%	14,850	
		Sloped End Headwall	1	E.A.	35,600	35,600	100%	35,600	
		Subtotal							633,390
	Section Total								\$ 1,348,530
	ONSITE COSTS							\$ 1,348,530	
	Engineering / Design Services 6.0%							\$ 80,912	
	CM Fee 4.0%							\$ 53,941	
	GRAND TOTAL ONSITE COSTS								\$ 1,483,383

EXHIBIT F

CITY SUBDIVISION IMPROVEMENTS

[Attached]

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse or improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND			
	SECTION A-1 STREET PAVEMENT		PROPERTY LINE
	SECTION A-2 STREET PAVEMENT		TRAFFIC SIGNAL

DATE:
DRAWN:
CHECKED:
KHA NO:

EXHIBIT F

CITY SUBDIVISION IMPROVEMENTS
MASTER INFRASTRUCTURE ROADWAY IMPROVEMENTS

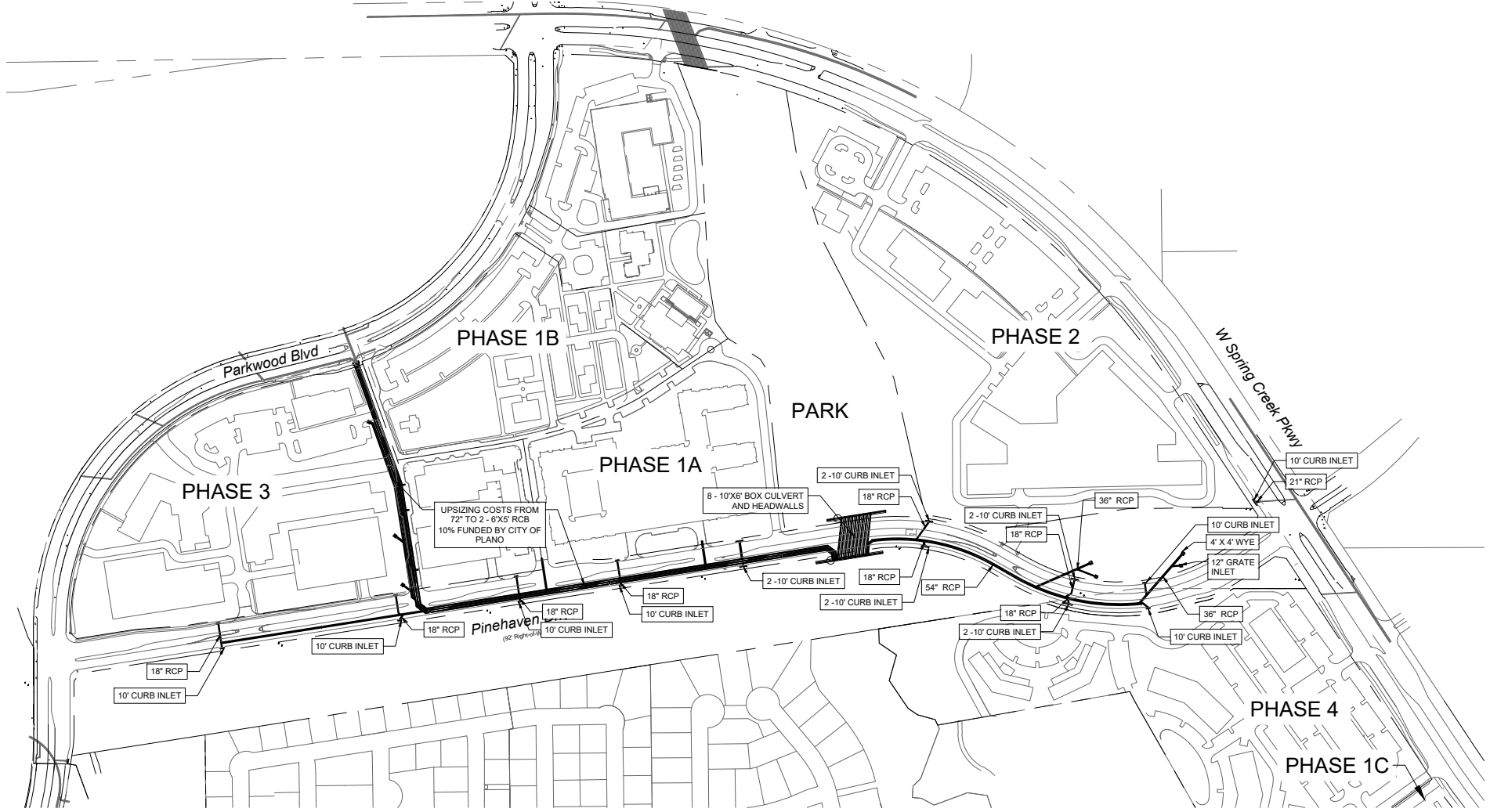
HAGGARD FARM
PLANO, TEXAS



Kimley»Horn

13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
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LEGEND	
	PROPERTY LINE
	PROPOSED STORM LINE

DATE:
DRAWN:
CHECKED:
KHA NO:

EXHIBIT F
CITY SUBDIVISION IMPROVEMENTS
MASTER INFRASTRUCTURE DRAINAGE

HAGGARD FARM
PLANO, TEXAS



Kimley»Horn
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EXHIBIT G

CITY SUBDIVISION IMPROVEMENT COSTS

CITY SUBDIVISION IMPROVEMENT COSTS

Project: Haggard Farm

Location: Plano, Texas

SECTION	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST	City of Plano Funded		
OFFSITE SCOPE								
Thoroughfare Section A-1	Roadway	Thoroughfare Pavement past 18.5' in width	1,455	S.Y.	183	265,951	100%	265,951
		Subtotal					265,951	
Section Total						265,951		
Thoroughfare Section A-2	Roadway	Thoroughfare Pavement	6,626	S.Y.	183	1,210,862	100%	1,210,862
		Subtotal					1,210,862	
	Drainage	10' Curb Inlet	5	E.A.	7,425	37,125	100%	37,125
		18" RCP	66	L.F.	160	10,560	100%	10,560
		36" RCP	897	L.F.	217	194,649	100%	194,649
		2 - 6'x5' RCB (upsizing cost)	1,230	L.F.	1,280	1,574,400	10%	157,440
Subtotal					399,774			
Section Total						1,610,636		
Thoroughfare Section B	Roadway	Thoroughfare Pavement	8,851	S.Y.	183	1,617,515	100%	1,617,515
		Subtotal					1,617,515	
	Drainage	10' Curb Inlet	8	E.A.	7,424	59,396	100%	59,396
		4'x4' Wye Inlet	2	E.A.	7,424	14,849	100%	14,849
		12" Grate Inlet	2	E.A.	5,140	10,280	100%	10,280
		12" RCP	75	L.F.	147	11,025	100%	11,025
		18" RCP	187	L.F.	160	29,920	100%	29,920
		21" RCP	14	L.F.	177	2,478	100%	2,478
		36" RCP	367	L.F.	217	79,639	100%	79,639
		54" RCP	869	L.F.	285	247,665	100%	247,665
		8 - 10'x6' Box Culverts	120	L.F.	10,200	1,224,000	100%	1,224,000
Headwall for (8) 10'x6' Box Culverts	2	E.A.	149,061	298,121	100%	298,121		
Subtotal					1,977,373			
Section Total						3,594,889		
Additional Infrastructure Costs	Roadway	Street Light Conduit	3,530	L.F.	57	201,603	100%	201,603
		Street Light Pullboxes	2	E.A.	2,500	5,000	100%	5,000
	Subtotal					206,603		
	Drainage	2 x 6'x5' RCB (upsizing)	800	L.F.	1,190	952,000	10%	95,200
Subtotal					95,200			
Section Total						\$ 301,803		

OFFSITE COSTS

\$ 5,773,279

4% Inspection Fees	4%		230,931
ENGINEERING & STAKING	6%		346,397
CONTINGENCY	5%		288,664
DISTRICT FORMATION COSTS			

TOTAL MASTER PUBLIC INFRASTRUCTURE COSTS		6,639,271
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EXHIBIT H

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for SW Haggard Master Developer, LLC, a Texas limited liability company (the “Developer”) and requests payment from:

[the Costs of Issuance Account of the Project Fund][the Developer Project Improvements and City Subdivision Improvements Account of the Project Fund] from [Trustee] (the “Trustee”) in the amount of _____ DOLLARS (\$ _____) for costs incurred in the establishment, administration, and operation of the Haggard Farm Public Improvement District (the “District”), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture between the City of Plano, Texas and the Trustee, dated as of _____ (the “Indenture”).

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

6. The Developer 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 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.

DEVELOPER:

SW HAGGARD MASTER DEVELOPER, LLC

By: _____
Name: Aaron Sherman
Title: Manager

APPROVAL OF REQUEST

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and authorizes and directs payment of such amounts by Trustee from the accounts listed below to the Developer or other person designated by the Developer. The City's approval of the Closing Disbursement Request shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Indenture, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in an Authorized Improvement (as defined in the Indenture).

Closing Costs	Amount to be Paid by Trustee from Costs of Issuance Account	Amount to be paid by Trustee from Developer Project Improvements and City Subdivision Improvements Account
\$ _____	\$ _____	\$ _____

CITY OF PLANO, TEXAS

By: _____

Name: _____

Title: _____

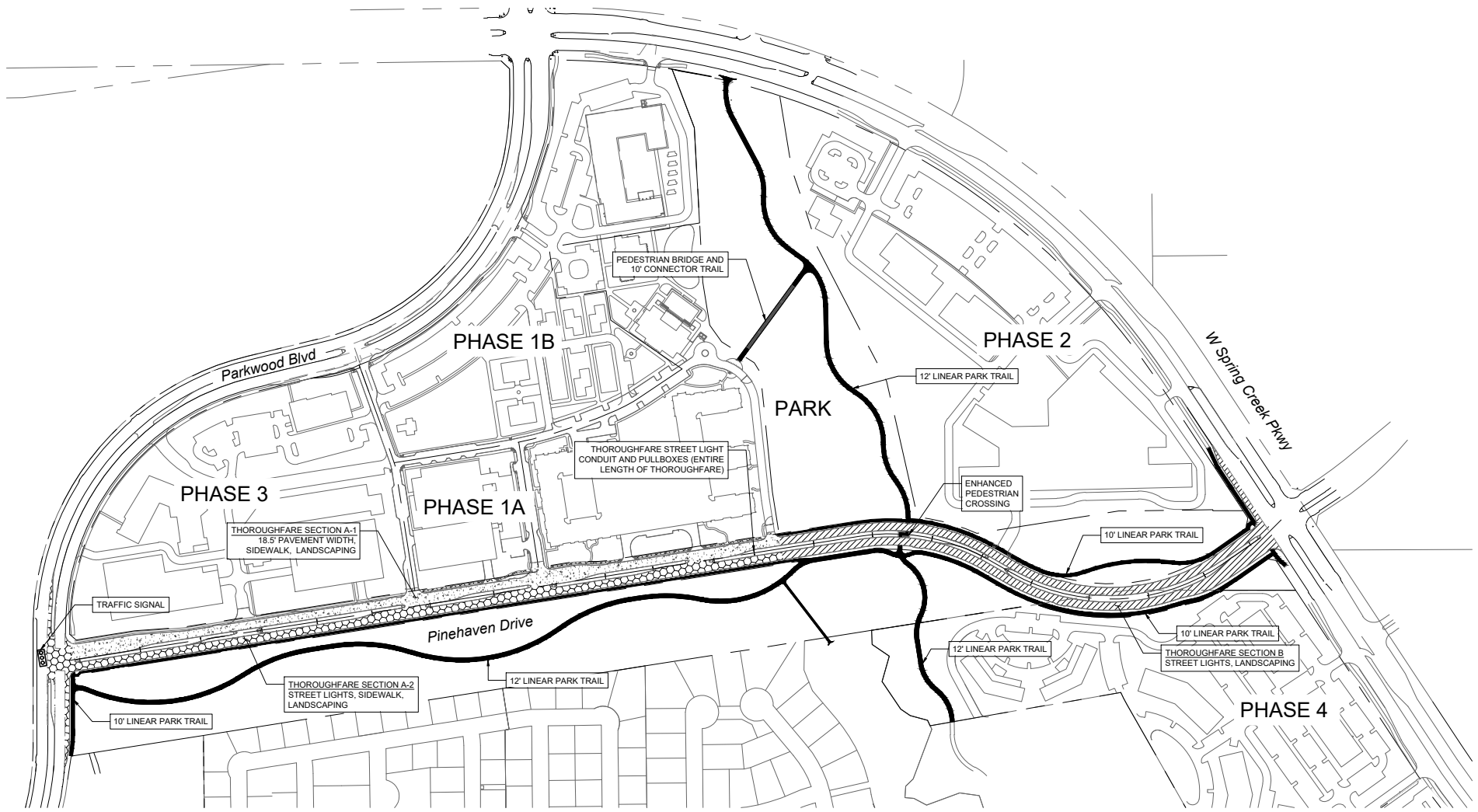
Date: _____

EXHIBIT I

DEVELOPER PROJECT IMPROVEMENTS

[Attached]

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse or an improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND			
	SECTION A-1 STREET PAVEMENT		SECTION B STREET PAVEMENT
	SECTION A-2 STREET PAVEMENT		LINEAR PARK TRAIL PAVEMENT
			PROPERTY LINE
			TRAFFIC SIGNAL

DATE:
DRAWN:
CHECKED:
KHA NO:

EXHIBIT I

DEVELOPER PROJECT IMPROVEMENT
MASTER INFRASTRUCTURE ROADWAY AND TRAILS

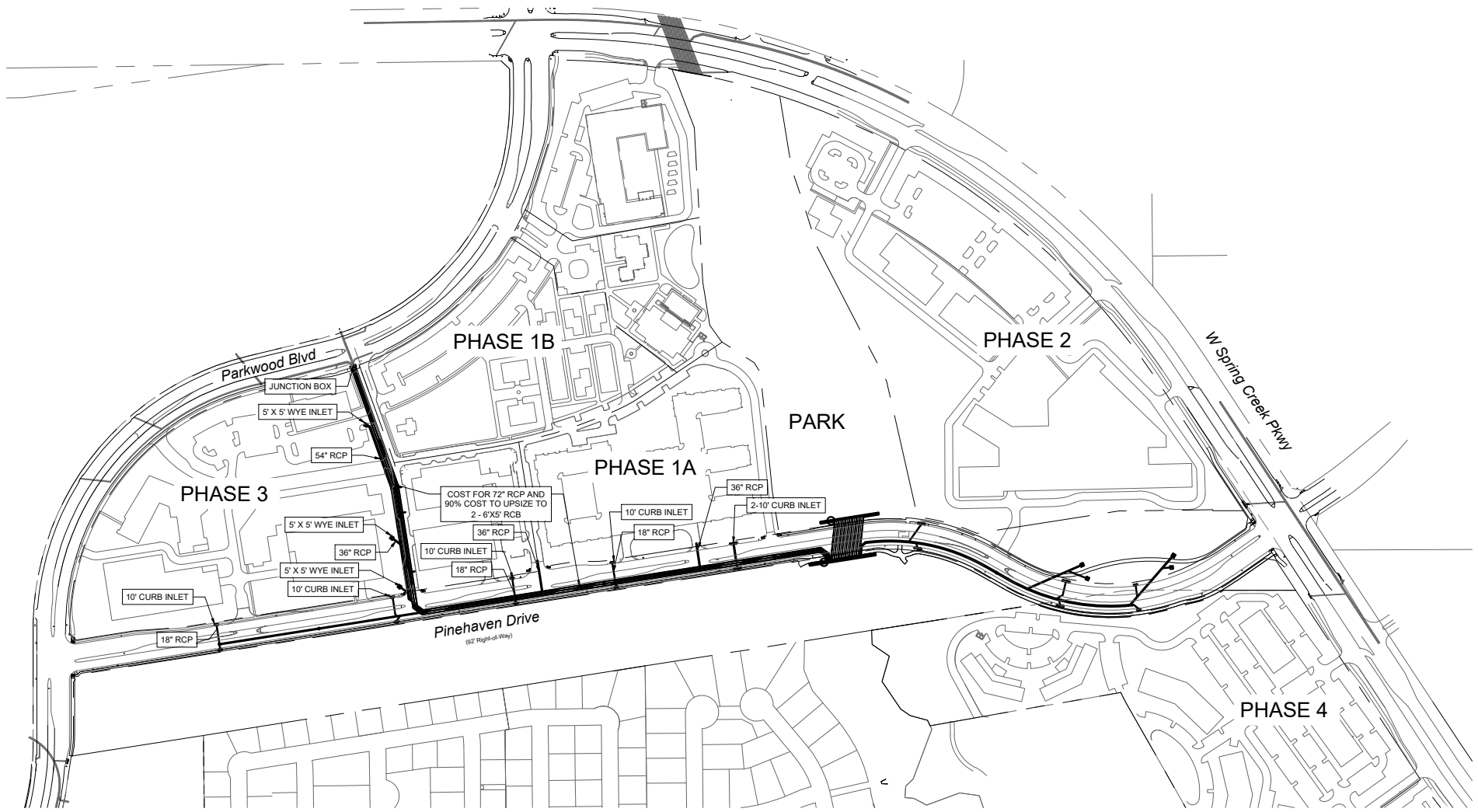
HAGGARD FARM
PLANO, TEXAS



Kimley»Horn

13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
SUITE 700, DALLAS, TX 75240
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928
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LEGEND	
	PROPERTY LINE
	PROPOSED STORM LINE

DATE:
DRAWN:
CHECKED:
KHA NO:

EXHIBIT I

DEVELOPER PROJECT IMPROVEMENTS
MASTER INFRASTRUCTURE DRAINAGE

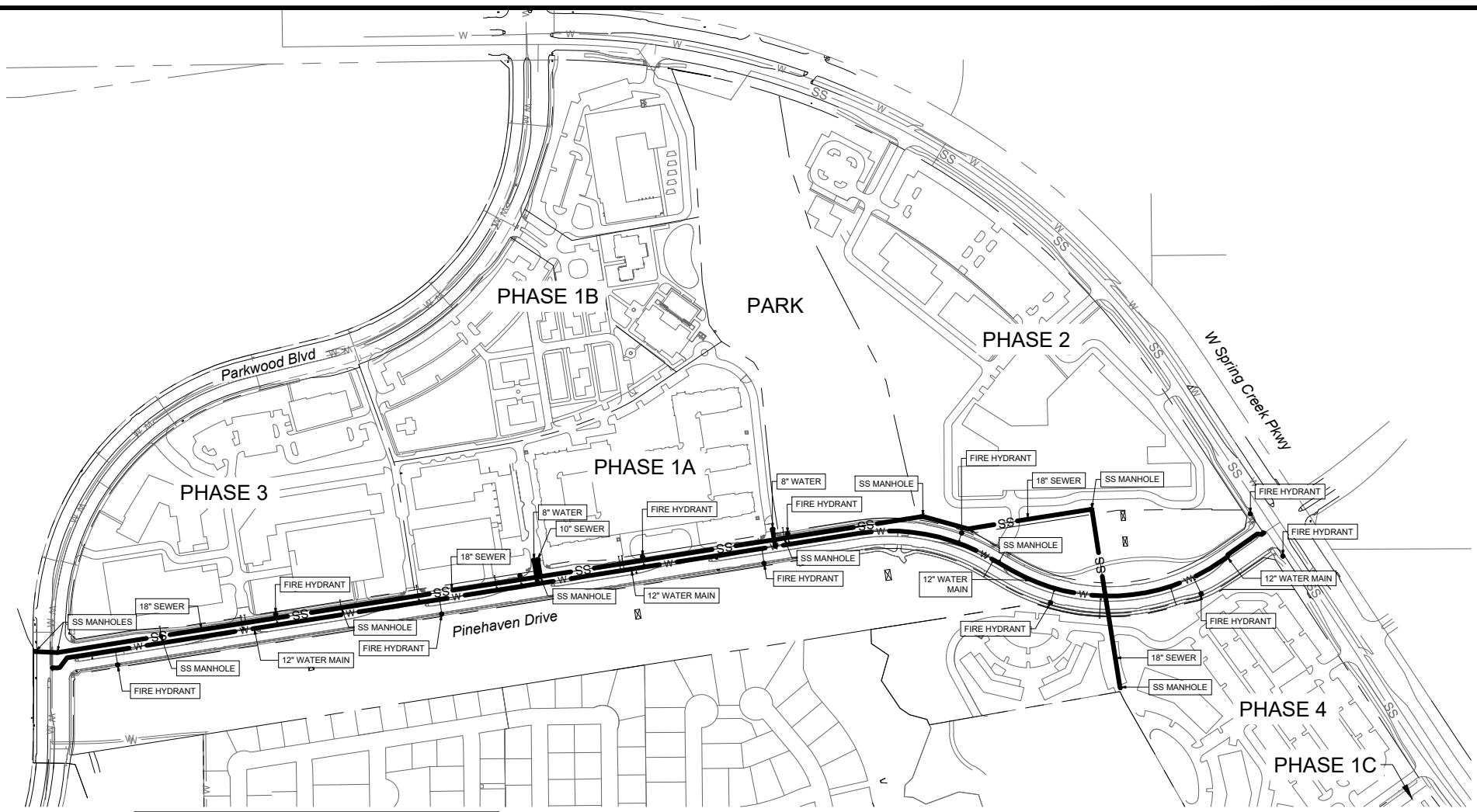
HAGGARD FARM
PLANO, TEXAS



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13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
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LEGEND	
	PROPERTY LINE
	PROPOSED WATER LINE
	PROPOSED SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT

DATE:
DRAWN:
CHECKED:
KHA NO:

EXHIBIT I

DEVELOPER PROJECT IMPROVEMENTS
MASTER INFRASTRUCTURE WATER AND SANITARY SEWER

HAGGARD FARM
PLANO, TEXAS



Kimley»Horn

13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
SUITE 700, DALLAS, TX 75240
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928
© 2018 KIMLEY-HORN AND ASSOCIATES, INC.

EXHIBIT J

DEVELOPER PROJECT IMPROVEMENT COSTS

[Attached]

EXHIBIT K

LANDOWNER CONSENT

CONSENT AND AGREEMENT OF LANDOWNER

This Consent and Agreement of Landowner is issued by _____, a _____ (the “Landowner”), as the landowner who holds record title to the property described on **Exhibit A** attached hereto and located within the Haggard Farm Public Improvement District (the “PID”) created by the City of Plano, Texas (the “City”) pursuant to Resolution 2023-1-7(R) passed and approved by the City Council of the City on January 9, 2023. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City’s ordinance levying assessments on property within the PID, adopted on _____, including the Service and Assessment Plan and Assessment Rolls for the PID attached thereto (together, the “Assessment Ordinance”).

Landowner hereby declares and confirms that it holds record title to the real property set forth on **Exhibit A** (the “Property”), which Property is a portion of the real property included within the PID and is subject to the assessments levied pursuant to the Assessment Ordinance. Further, Landowner hereby ratifies, declares, consents to, affirms, agrees to and confirms each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property within the PID (the “Assessed Property”), and the Authorized Improvements for which the assessments are being made and which benefit the Assessed Property (the “Assessments”), as set forth in the Service and Assessment Plan for the District (the “SAP”).
2. The determinations and findings by the City in the Assessment Ordinance and the SAP.
3. The Assessment Ordinance, the SAP and the Assessment Rolls for the District (the “Assessment Rolls”).
4. The right, power and authority of the City Council to create the PID, adopt the Assessment Ordinance and the SAP and Assessment Rolls.
5. Each Assessment levied on each Assessed Property owned by the undersigned as shown in the SAP (including interest, Additional Interest, and Administrative Expenses as identified in the SAP and as updated from time to time as set forth in the SAP).
6. The Authorized Improvements specially benefit the Assessed Property owned by the undersigned in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Rolls.

7. Each Assessment is final, conclusive and binding upon such Landowner, regardless of whether such Landowner may be required to pay Assessment under certain circumstances pursuant to the SAP.
8. The Landowner shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the SAP and the Assessment Ordinance.
9. Delinquent installments of the Assessments shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.
10. The "Annual Installments" of the Assessments may be calculated and adjusted in accordance with the SAP, and Landowner shall be obligated to pay the Annual Installments against the Assessed Property owned by Landowner, when due, calculated as set forth in the SAP.
11. As of the date hereof, all notices required to be provided to it under the PID Act have been received and to the extent of any defect in such notice, Landowner hereby waives any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments. The Landowner further confirms it owned 100% of the Property that is Assessed Property within the PID on each of _____, 2023 and on _____, 2023.
12. That this Consent and Agreement of Landowner shall be filed in the records of the County Clerk of Collin County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property.
13. There are no properties within the boundaries of the PID that are not identified in the SAP and the Assessment Rolls.
14. If any Authorized Improvement is on the Property, the Landowner hereby grants an easement to the City to enter upon such land for purposes related to inspection and maintenance (pending acquisition and acceptance) of the Authorized Improvement. This grant of such permanent easement herein does not relieve the Landowner of any obligation to grant the City title to property and/or easements related to the Authorized Improvement as required by the Development Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Authorized Improvement.

[Execution page follows]

IN WITNESS WHEREOF, the undersigned has caused this Consent and Agreement of Landowner to be executed as of _____.

LANDOWNER:

By: _____
Name:
Title:

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 2023, by _____, the _____ of _____, on behalf of said _____.

Notary Public in and for the State of Texas

[SEAL]

EXHIBIT L

PAYMENT CERTIFICATE

CERTIFICATE FOR PAYMENT FORM – AUTHORIZED IMPROVEMENT

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust between the City of Plano, Texas (the “City”) and [Trustee] (the “Trustee”), dated as of _____ (the “Indenture”).

The undersigned is an agent for SW Haggard Master Developer, LLC, a Texas limited liability company (the “Developer”) and requests payment to the Developer (or to the person designated by the Developer) from the Developer Project Improvements and City Subdivision Improvements Account of the Project Fund held by the Trustee, in the amount of _____ (\$ _____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements providing a special benefit to property PAYMENT within the Haggard Farm Public Improvement District.

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

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the below referenced Authorized 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 Authorized Improvements below is a true and accurate representation of the Actual Costs of the Authorized Improvements associated with the creation, acquisition, or construction of said Authorized Improvements and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Authorized Improvements as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture and the Development Agreement for the payment hereby requested have been satisfied.
6. The work with respect to Authorized Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Authorized Improvements (or its completed segment).

7. The Developer 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 Authorized Improvements	Total Cost of Authorized Improvements	Budgeted Cost of Authorized Improvements	Amount requested to be paid from the Developer Project Improvements and City Subdivision Improvements Account	Total amount disbursed from the Developer Project Improvements and City Subdivision 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 Authorized 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.

DEVELOPER:

SW HAGGARD MASTER DEVELOPER, LLC

By: _____
 Name: Aaron Sherman
 Title: Manager

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 by Trustee from the Project Fund to the Developer or other person designated by the Developer 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, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Authorized Improvements.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Developer Project Improvements and City Subdivision Improvements Account
\$ _____	\$ _____

CITY OF PLANO, TEXAS

By: _____

Name: _____

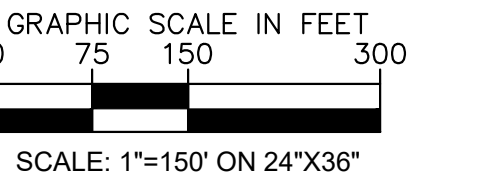
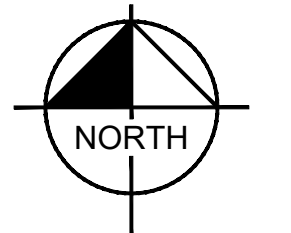
Title: _____

Date: _____

EXHIBIT M

PHASE I CONSTRUCTION

[Attached]



LEGEND	
	PROPERTY LINE

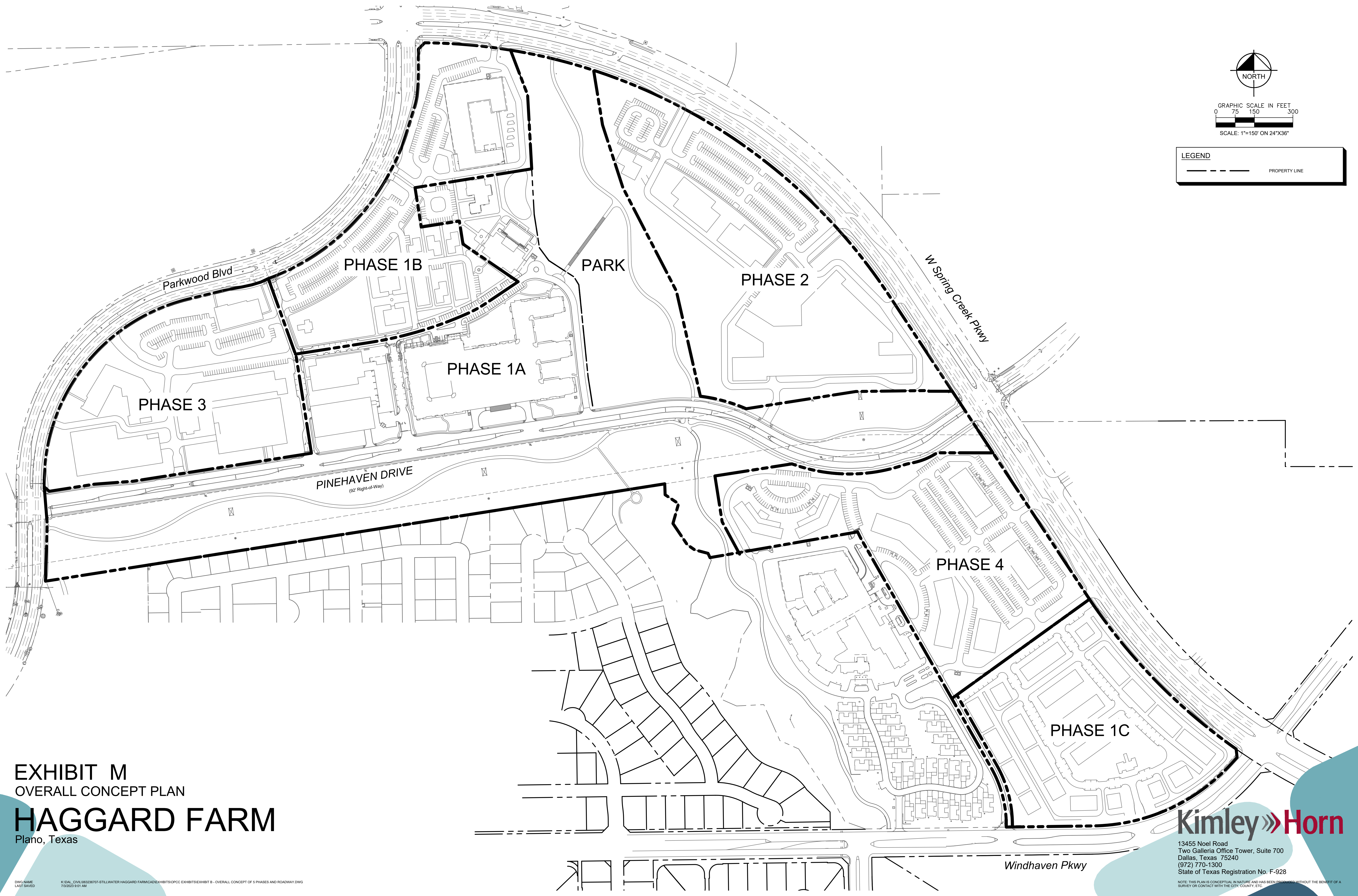


EXHIBIT M
OVERALL CONCEPT PLAN
HAGGARD FARM
Plano, Texas

Kimley»Horn

13455 Noel Road
Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
(972) 770-1300
State of Texas Registration No. F-928

DWG NAME: K:\DIAL_CIVIL\603296707-STILLWATER HAGGARD FARM\CADEXHIBITS\OPCC EXHIBITS\EXHIBIT B - OVERALL CONCEPT OF 5 PHASES AND ROADWAY.DWG
LAST SAVED: 7/3/2023 9:01 AM

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PROVIDED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

EXHIBIT N

POLICIES OF INSURANCE

[Attached]

Professional - General Insurance Requirements

Coverage	Requirement	Details	Importance
Auto	Limit per Accident or Combined Single Limit	1,000,000	Major
	Coverage to include "Owned, Non-Owned, and Hired" automobiles.		Major
	Self-Insured Retention Declared & Approved		Major
	Additional Insured - CA 2048		Major
	Additional Insured		Major
	Waiver of Subrogation		Major
	Primary & Non-Contributory		Major
	Project number and name/description must be included.		Major
	Applicable endorsements attached for additional insured, waiver of subrogation, and primary and non-contributory.		Major
	AM Best Rating	A- (Excellent)	Major
	30 Day NOC		Major
"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.		Major	
General Liability	Limit per Occurrence	1,000,000	Major
	Aggregate Limit	2,000,000	Major
	Personal & Advertising Injury Limit	1,000,000	Major
	Products & Completed Operations Limit	2,000,000	Major
	AM Best Rating	A- (Excellent)	Major
	30 Day NOC		Major
	Primary & Non-Contributory		Major
	Additional Insured		Major
	Waiver of Subrogation		Major
	Self-Insured Retention Declared & Approved		Major
	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.		Major
Project number and name/description must be included.		Major	
Applicable endorsements attached for additional insured, waiver of subrogation, and primary and non-contributory.		Major	
Professional Liability (Errors & Omissions coverage)	Limit per Claim & Annual Aggregate	5,000,000	Major
	Retro Date is Known for Claims Made Policies		Major
	Primary & Non-Contributory		Major
	Project number and name/description must be included.		Major
	Applicable endorsements attached for waiver of subrogation and primary and non-contributory.		Major
	30 Day NOC		Major
AM Best Rating	A- (Excellent)	Major	
Workers Compensation	Employers Liability Limit	1,000,000	Major
	Limit Meets WC Statutory Minimum		Major
	Self-Insured Retention Declared & Approved		Major
	Waiver of Subrogation		Major
	Primary & Non-Contributory		Major

Coverage	Requirement	Details	Importance
	Project number and name/description must be included.		Major
	Applicable endorsements attached for waiver of subrogation and primary and non-contributory.		Major
	AM Best Rating	A- (Excellent)	Major
	30 Day NOC		Major

Construction Projects > 5M Insurance Requirements

Coverage	Requirement	Details	Importance
Auto	Limit per Accident or Combined Single Limit	1,000,000	Major
	Additional Insured - CA 2048		Major
	Coverage to include "Owned, Non-Owned, and Hired" automobiles.		Major
	Primary & Non-Contributory		Major
	Project number and name/description must be included.		Major
	Applicable endorsements attached for additional insured, waiver of subrogation, and primary and non-contributory.		Major
	AM Best Rating	A (Excellent)	Major
	30 Day NOC		Major
	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.		Major
	General Liability	Limit per Occurrence	1,000,000
Aggregate Limit		2,000,000	Major
Personal & Advertising Injury Limit		1,000,000	Major
Products & Completed Operations Limit		2,000,000	Major
Additional Insured - CG 2010, 2033, 2037			Major
Waiver of Subrogation			Major
Primary & Non-Contributory			Major
Project number and name/description must be included.			Major
Applicable endorsements attached for additional insured, waiver of subrogation, and primary and non-contributory.			Major
AM Best Rating		A (Excellent)	Major
30 Day NOC		Major	
"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.		Major	
Pollution Liability	Limit per Occurrence	2,000,000	Major
	Primary & Non-Contributory		Major
	Project number and name/description must be included.		Major
	Applicable endorsements attached for additional insured, waiver of subrogation, and primary and non-contributory.		Major
	AM Best Rating	A (Excellent)	Major

Coverage	Requirement	Details	Importance
	30 Day NOC		Major
	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.		Major
Umbrella	Limit per Occurrence	10,000,000	Major
	Additional Insured		Major
	Waiver of Subrogation		Major
	Primary & Non-Contributory		Major
	Project number and name/description must be included.		Major
	Applicable endorsements attached for additional insured, waiver of subrogation, and primary and non-contributory.		Major
	AM Best Rating	A (Excellent)	Major
	30 Day NOC		Major
	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.		Major
Workers Compensation	Employers Liability Limit	1,000,000	Major
	Limit Meets WC Statutory Minimum		Major
	Self-Insured Retention Declared & Approved		Major
	Waiver of Subrogation		Major
	Primary & Non-Contributory		Major
	Project number and name/description must be included.		Major
	Applicable endorsements attached for waiver of subrogation and primary and non-contributory.		Major
	AM Best Rating	A (Excellent)	Major
	30 Day NOC		Major
Builders Risk	Limit Meets Full Value of Construction		Major
	AM Best Rating	A (Excellent)	Major
	30 Day NOC		Major
	Waiver of Subrogation		Major
	City of Plano is listed as a Loss Payee		Major