

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS AND CENTENNIAL WATERFALL WILLOW BEND, LLC**

This Economic Development Incentive Agreement (“Agreement”) is entered into by and between the City of Plano, a Texas municipal corporation (the “City”), acting by and through its duly authorized officers and Centennial Waterfall Willow Bend, LLC, a Delaware limited liability company (“Property Owner.”)

**RECITALS**

**WHEREAS**, the City is authorized pursuant to the laws of Texas and its Home Rule Charter to enter into agreements with persons or entities intending to undertake redevelopment on real property for the purpose of stimulating commercial activity in the City of Plano; and

**WHEREAS**, the City has adopted programs for promoting economic development; and

**WHEREAS**, the City is authorized by Tex. Loc. Gov’t Code §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, Property Owner, also acting as developer in this project, desires to redevelop a site of approximately 76 acres located at the northwest corner of Park Blvd and the Dallas North Tollway, known at the time of this Agreement as The Shops at Willow Bend (the “Property”) and as shown in Exhibit “A” attached hereto; and

**WHEREAS**, the City’s obligations under this Agreement are contingent upon the Property Owner’s redevelopment of the Property to include a multipurpose facility for a premier national level professional sports team, at least one conference hotel, and a Visitor’s Center which will be attended by tourists and which will enhance and promote tourism and the convention and hotel industry (the “Redevelopment”); and

**WHEREAS**, Property Owner has proposed the demolition of the inline space of the mall, theater, Dillard’s and Crayola buildings located on the Property and site preparation work for the Redevelopment (the “Demolition”); and

**WHEREAS**, the Property Owner will designate a new Visitor’s Center storefront and office space for Visit Plano as a part of the Redevelopment on the Property; and

**WHEREAS**, the Property Owner, as part of the Redevelopment, will work with the City to identify an appropriate place for the city’s visitor’s center and will build out shell space and deliver the space in white box condition, no smaller than 6,500 square feet, and provide the space rent-free for a term of ten years from the date of occupancy (the “Visitor Center White Box”); and

**WHEREAS**, the Property Owner agrees to require its Significant Contractors for the Redevelopment to purchase both equipment and materials for resale tax-free and charge state and Plano local taxes upon separate costs;

**WHEREAS**, the City will grant the Property Owner up to ten million dollars (\$10,000,000.00) from any legal funds (the “First Tranche Funding”) if the Property Owner incurs the Demolition Costs and site preparation work for the Redevelopment; and

**WHEREAS**, the City will grant the Property Owner up to an additional five million dollars (\$5,000,000.00) from any legal funds (“the Second Tranche Funding”) upon the delivery of the Visitor’s Center White Box on the Property; and

**WHEREAS**, the City will waive certain fees related to the Redevelopment; and

**WHEREAS**, the Demolition and Redevelopment by the Property Owner will promote tourism for the City; and

**WHEREAS**, the City has determined that making an economic development grant to the Property Owner in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and its citizens, and will promote local economic development and stimulate business and commercial activity in the City.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND OBLIGATIONS HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**SECTION 1. PROPERTY OWNER’S OBLIGATIONS**

A. *First Tranche.* Prior to receiving any funding from the First Tranche Funding authorized by this Agreement, Property Owner must:

1. Secure all agreements necessary to proceed with the Redevelopment and commence the Demolition on the Property;
2. Request grant payment from the City in writing before the deadline for completion of the Demolition and after incurring and paying for the Demolition Costs as defined below. Property Owner can request grant payment up to the amount of \$5,000,000.00 at 50% completion of the Demolition, then up to \$2,500,000.00 additional funds at 75% completion of the Demolition, then up to \$2,500,000 additional funds at 100% of the completion of the Demolition. Grant requests from Property Owner shall include all supporting documentation that may be reasonably requested by the City, including proof that the Property Owner has paid for the portion of Demolition completed. The deadline for completion of all Demolition work and requests for grant payment is 2 years from the date of execution of this Agreement.
3. If the Property Owner wishes to receive payments at partial completion of Demolition as allowed in subsection A.2 above, post a performance bond from the Property Owner in the penal sum of one hundred percent (115%) of the cost to complete the Demolition insuring the completion of the Demolition. The bond shall be in form and substance identical to the bond forms attached hereto as Exhibit “B” and made a part by reference (the “**Performance Bond**”), unless changes are approved in writing by the City Attorney or his/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

Property Owner 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. In the alternative to the Property Owner posting the performance bond, the Property Owner may instead ensure that the Property Owner's contractor for the Demolition posts the Performance Bond as described above in favor of the City with the Property Owner's contractor as principal.

4. In the alternative, should Property Owner, at its sole election, elect not to post the Performance Bond or to ensure that the Property Owner's contractor for the Demolition posts the Performance Bond, all grant payments for the Demolition may be held until completion of the Demolition and paid in full to the Property Owner at that time.

B. *Second Tranche.* Prior to receiving any grant payment from the Second Tranche Funding as authorized by this Agreement, Property Owner must:

1. Enter into discussions with the City Manager or his delegee and determine a mutually agreeable location for the Visitor Center White Box in the Redevelopment; and

2. At no cost to the City, build the Visitor Center White Box on the Property located at the mutually agreeable location; and

3. On or before December 31, 2031, execute a ten-year lease to the City for the Visitor Center White Box. The lease term must begin on the date of occupancy by the City. The lease must not require the City to pay rent or other charges, including but not limited to taxes, insurance, common-area maintenance, etc., for the full term but may require the City to pay actual utility costs; and

4. Request grant payment for the Visitor Center White Box from the City in writing upon execution of the lease.

C. *Separated Contract for Sales Tax.* Property Owner agrees to require its Significant Contractors to purchase both equipment and materials for resale tax-free and charge state and Plano local taxes upon separate costs as follows:

1. Property Owner's contracts with Significant Contractors for both equipment and materials purchased for the Redevelopment on the Property must:

a. define the contract as a Separated Contract and acknowledge compliance with Texas Tax Code Section 151.056(b) and 34 Tax Administrative Code Section 3.291;

b. require the Significant Contractors to purchase such equipment and materials for resale tax-free to Property Owner;

c. require each payment request from a subcontractor to a contractor to provide an itemized separation of charges for eligible tax-exempt items;

d. require the purchase of such equipment and materials to be purchased by the subcontractor free of state and local sales tax and charges;

e. require the contractor to provide the subcontractor its resale certificate (01-399) to support the subcontractor's tax free purchases and sales and acknowledge

adherence to Texas Tax Code Section 151.056(b) and 34 Tax Administrative Code Section 3.291;

- f. require the contractors and subcontractors to charge the Property Owner, as a separate line-item, state and Plano city sales taxes upon the separated costs of incorporated materials and equipment.
2. Upon written agreement between Plano's City Manager and Property Owner, certain contractors or materials may be excluded from the requirements in Section 1. C of this Agreement.
  3. The Property Owner agrees to enforce the required contract provisions described in Section 1.C.1. above.
  4. The terms used in Section 1. C of this Agreement are defined as follows:
    - a. "Separated Contract" means a contract between Property Owner and a Significant Contractor (unless excluded from the requirement by a prior written agreement between the Plano City Manager and Property Owner pursuant to subsection 2 above) for new building construction, tenant finish out improvements, and infrastructure improvements as defined by 34 Tax Administrative Code, Section 3.291.
    - b. "Significant Contractor" means all contractors under prime contracts and subcontractors under sub-contracts for substantial equipment or materials, or both, to be incorporated into the new building construction, tenant finish-out improvements, and infrastructure improvements as defined by 34 Tax Administrative Code, Section 3.201, within the Property. Examples of Significant Contractors are contractors and sub-contractors providing goods and services such as concrete work, structural steel, pre-cast concrete, roofing, electrical, plumbing, heating/ventilating/air-conditioning, insulation, and interior finish-out.

## **SECTION 2. CITY'S OBLIGATIONS**

A. If Property Owner meets its obligation in Section 1.A.1., the City must perform the following obligations:

1. Grant funds to Property Owner if the Property Owner incurs and pays for Demolition Costs (as defined below) for the Demolition upon Property Owner's and completes all of the requirements in Section 1(A) or 1(B) above. Grant payments to the Property Owner will occur within thirty (30) days after the delivery of both a written request for reimbursement from Property Owner to the City, and (ii) for First Tranche Funding, delivery of proof of compliance with Section 1(A) above and for Second Tranche Funding, delivery of proof of compliance with Section 1(B) above.
2. "Demolition Costs" means actual costs for the Demolition including overhead costs such as
  - i. overhead and management fees of Property Owner;
  - ii. financing charges;

- iii. marketing costs;
- iv. legal fees; and
- v. payments made to entities affiliated with or related to Property Owner to the extent such payments made to entities affiliated with or related to Property Owner do not exceed what is reasonable and customary for such services.

B. In exchange for the benefits to the City recited in this Agreement, the City agrees to waive the following fees directly related to the Redevelopment of the Property:

- City Building Inspections Department fees as described in Ordinance No. 2025-11-4, as amended,
- Planning and Engineering Fees as described in Ordinance No. 2025-11-2, as amended
- except no fee waiver will be granted for:  
Water & Sewer Study,  
Traffic Impact Analysis,  
Director’s Interpretation and appeals thereof,  
Tree Mitigation or Removal,  
TX DOT ROW permit, and Other City fees not listed above. [Other fees include but not limited to park fees and any exactions for infrastructure for Redevelopment of the Property and off-site infrastructure that the City may require as a result of Redevelopment of the Property.]

### **SECTION 3. DESIGN AND CONSTRUCTION**

A. Design management for the Demolition will be provided by Property Owner’s designated licensed architect and/or a licensed civil engineer, or such other party as shall be mutually agreed to by the parties to this Agreement.

B. Property Owner shall obtain all required local, state and federal governmental approvals and permits required for the Demolition.

C. Property Owner shall procure and maintain insurance coverage as set forth in Exhibit “C” for the duration of this Agreement. Property Owner shall provide their signed insurance certificate to the City verifying that they have obtained the required insurance coverage prior to the commencement of the Demolition and naming the City of Plano as additional insured.

### **SECTION 4. DAMAGE, DESTRUCTION, OR FAILURE OF PERFORMANCE**

Should Property Owner fail to complete or cause the completion of the Demolition by the date specified in Section 1.A.2. of this Agreement, the City shall have no obligation to expend funds to complete the Demolition or to call the performance bond.

### **SECTION 5. FORCE MAJEURE**

It is expressly understood and agreed by the parties to this Agreement that if the commencement, progress and/or completion of the Demolition is delayed by reason by war; civil commotion; acts

of God; inclement weather; governmental restrictions, regulations, or interferences; delays caused by the franchise utilities; fire or other casualty; court injunction; necessary condemnation proceedings; or acts of the other party, its affiliates/related entities and/or their contractors, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

## **SECTION 6. TERM**

The term of this Agreement shall begin on the date of execution and end upon the complete performance of all obligations and conditions precedent by parties to this Agreement but in no event later than December 31, 2031. The City Manager or his designee shall have the authority and discretion to extend, in writing, all deadlines contained within the Agreement, including the term, for an additional period of one year.

## **SECTION 7. RETENTION AND ACCESSIBILITY OF RECORDS**

A. Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of:

1. Five (5) years from the end of the Agreement period; or
2. The period required by other applicable laws and regulations.

B. Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and the Real Property belonging to or in use by Company pertaining to the Agreement (the "Records") upon receipt of ten (10) Business Days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential or that the Company reasonably determines is proprietary or sensitive or would, in the hands of a competitor, provide a competitor with a competitive advantage. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

## **SECTION 8. AUTHORITY OF PROPERTY OWNER**

Property Owner represents and warrants to the City that Property Owner is duly formed, validly existing and in good standing under the laws of the State of Texas. Property Owner will provide a certificate of status from the Texas Secretary of State's office evidencing Property Owner's current legal status and authority to conduct business in Texas. Property Owner represents that it has full power, authority and legal right to execute and deliver this Agreement.

## **SECTION 9. EVENTS OF DEFAULT**

A default shall exist if any of the following occurs:

1. Either party fails to perform or observe any material covenant contained in this Agreement.
2. Property Owner becomes delinquent on ad valorem taxes owed to the City, or any other Collin County taxing unit, provided that Property Owner retains the right to timely and properly protest and/or contest any such taxes and during the pendency of such proceedings such taxes shall not be deemed delinquent.

A party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default by the defaulting party under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

## **SECTION 10. REMEDIES**

The defaulting party shall have thirty (30) days to cure after receiving written notice of default from a party. If a default shall continue after the thirty (30) days' notice to cure the default, the non-defaulting party may, at its option, terminate the Agreement and/or pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law without the necessity of further notice to or demand upon the defaulting party. However, the non-defaulting party may, at its option, provide written extension for additional time to cure if the defaulting party proceeds in good faith and with due diligence to remedy and correct the default, provided that the defaulting party has commenced to cure such default within 30 days following the original notice.

## **SECTION 11. BANKRUPTCY**

In the event Property Owner files for bankruptcy, whether involuntarily or voluntary, Property Owner shall provide written notice to the City within three (3) business days of such event. Bankruptcy shall place Property Owner in immediate default with the terms and conditions of this Agreement.

## **SECTION 12. INDEMNIFICATION**

**PROPERTY OWNER 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, THAT MAY ARISE OUT OF OR BE OCCASIONED BY PROPERTY OWNER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF PROPERTY OWNER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH PROPERTY OWNER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE 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. PROPERTY OWNER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ITS OWN ENTIRE DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF PROPERTY OWNER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF PROPERTY OWNER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. PROPERTY OWNER 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 PROPERTY OWNER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND PROPERTY OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

### **SECTION 13. AFFIDAVIT OF NO PROHIBITED INTEREST**

Property Owner acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Agreement voidable.

### **SECTION 14. NOTICES**

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

If intended for City, to:  
City of Plano  
Attention: City Manager  
PO Box 860358  
Plano, Texas 75086-0358

If intended for Property Owner, to:  
Michael Platt,  
Executive Vice President, Development  
Centennial Real Estate  
8750 North Central Expressway, Suite 1740  
Dallas, Texas 75231

#### **SECTION 15. WRITTEN NOTICES AND APPROVALS REQUIRED**

Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or Property Owner is required, or whenever the City or Property Owner is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be in writing. Approval by City, unless otherwise provided herein, shall be by the City Manager or his designated representative and approval by Property Owner shall be by the CEO, CFO or Vice President or any officer of Property Owner so authorized (and, in any event, the officers executing this Agreement are so authorized); and either party hereto shall be authorized to act in reliance upon any such request, demand, approval, notice or consent, or agreement.

#### **SECTION 16. GIFT TO PUBLIC SERVANT**

A. City may terminate this Agreement immediately if Property Owner has knowingly offered, conferred, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

B. For purposes of this section, “benefit” means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

C. Notwithstanding any other legal remedies, City may require Property Owner to remove any employee of Property Owner from the development of the Public Improvements who has violated the restrictions of this section or any similar state or federal law, and City may obtain reimbursement for any expenditures made to Property Owner as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

#### **SECTION 17. COMPLIANCE WITH LAWS**

The Property Owner shall comply with all applicable federal, state, and local laws, regulations and ordinances in effect from time to time in connection with its obligations under this Agreement.

#### **SECTION 18. VENUE AND GOVERNING LAW**

This Agreement is performable in Collin County, Texas and venue of any action arising out of this Agreement shall be exclusively in Collin County, Texas. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

## **SECTION 19. LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

## **SECTION 20. COUNTERPARTS**

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

## **SECTION 21. CAPTIONS**

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

## **SECTION 22. SUCCESSORS AND ASSIGNS**

A. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, this Agreement shall not be assigned without the prior consent of Property Owner and the City of Plano City Council, which approvals shall not be unreasonably withheld.

B. An assignment or delegation of this Agreement to an Affiliate of Property Owner shall not require City Council approval and shall not result in a breach of the Agreement if the Affiliate of Property Owner expressly assumes all of the obligations of Property Owner under this Agreement for the balance of the term of this Agreement and provides evidence establishing the relationship between Property Owner and an Affiliate. Property Owner shall notify the City in writing, however, within 30 days of such assignment. "Affiliate", as used herein, includes any parent, sister, partner, joint venturer, equity investor or subsidiary entity of Property Owner; any entity in which Property Owner is a major shareholder, owns an equity interest or is a joint venturer or partner (whether general or limited). Upon such assignment, Property Owner shall be released from all liability hereunder. Additionally, collateral assignment of this Agreement by Property Owner in connection with its financing of the Redevelopment shall not require City Council approval and shall not result in a breach of this Agreement so long as all obligations of Property Owner herein are included in such assignment.

## **SECTION 23. ENTIRE AGREEMENT**

This Agreement embodies the complete agreement of the parties hereto with respect to the Demolition, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement. This Agreement is the complete and final understanding and agreement between Property Owner and the City with respect to the Demolition.

Except as otherwise provided herein the agreement cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

**SECTION 24. INCORPORATION OF RECITALS**

The recitals set forth herein are intended and are hereby deemed to be a part of this Agreement.

**EXECUTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by City, signing by and through its City Manager.

**CITY OF PLANO, TEXAS, a home rule municipal corporation**

By: \_\_\_\_\_  
Mark D. Israelson, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, City Attorney

**ACKNOWLEDGMENT**

**STATE OF TEXAS**


**COUNTY OF COLLIN**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Mark D. Israelson, City Manager, of **CITY OF PLANO, TEXAS**, a home rule municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**CENTENNIAL WATERFALL WILLOW BEND,  
LLC  
a Delaware limited liability company**

By: \_\_\_\_\_ 

Date: \_\_\_\_\_ 29 MAY 2026

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026,  
by \_\_\_\_\_, for Centennial Waterfall Willow Bend, LLC, a Delaware  
limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_