

**COLLIN CREEK
DEVELOPMENT AGREEMENT**

BETWEEN

COLLIN CREEK DEVELOPMENT, LLC

AND

THE CITY OF PLANO, TEXAS

Dated: July 22, 2019

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**COLLIN CREEK
DEVELOPMENT AGREEMENT**

This Collin Creek Development Agreement (this “**Agreement**”), dated as of July 22, 2019 (the “**Effective Date**”), is entered into between Collin Creek Development LLC, a Texas limited liability company (the “**Developer**”), and the City of Plano, Texas (the “**City**”), a home-rule city and municipal corporation, acting by and through its duly authorized representative.

Recitals:

WHEREAS, unless otherwise defined: (1) all references to “sections” shall mean to sections of this Agreement; (2) all references to “exhibits” shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to “ordinances” or “resolutions” shall mean ordinances or resolutions adopted by the City Council of the City of Plano (the “City Council”); and

WHEREAS the Developer plans to development approximately 99.9628 acres of real property and depicted on Exhibit A attached hereto (the “Property”) within the corporate limits of the City as a master-planned mixed urban use development containing retail, restaurant, office, multifamily and single-family residential components, and other associated uses, in accordance with the applicable City Regulations (the “Project”); and

WHEREAS, of the approximately 99.9628 acres comprising the Property, the Developer, through its Affiliates, owns a total of approximately 89.3 acres; and the JCPenney Co., Inc. owns approximately 10.665 acres; and

WHEREAS, it is intended that the Developer will purchase a portion of the property owned by JCPenney Co., Inc., prior to the levy of assessments on property within a public improvement district such that all property within the boundaries of any public improvement district shall be owned solely by the Developer and/or its Affiliates; and

WHEREAS, in order to incentivize the development of the Property and encourage and support economic development within the City and to promote employment, the City desires to facilitate the development of the Property through the financing of certain public infrastructure (the “Public Improvements” as defined herein) and constructing additional public improvements within the Property; and

WHEREAS, in order to finance the Public Improvements, the City Council intends to create two public improvement districts that encompass the majority of the boundaries of the Property (the “PID”) in accordance with Chapter 372 Texas Local Government Code, as amended (the “PID Act”) and to create a tax increment reinvestment zone pursuant to Chapter 311, Texas Tax Code (the “TIRZ”) which boundaries shall include the Property; and.

WHEREAS the Collin Creek East PID (defined herein) shall contain approximately 55.458 acres and the Collin Creek West PID (defined herein) shall contain approximately 41.794 acres all within the corporate limits of the City; and

WHEREAS, the City recognizes that financing of the Public Improvements confers a special benefit to the Property within the PIDs; and

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), adopt the Assessment Ordinances (as defined herein) and adopt the SAPs (as defined herein) which provide for the construction, and financing of the Public Improvements pursuant to the SAPs, payable in whole or in part by and from Assessments levied against property within the PIDS (whether through a cash reimbursement or through an issuance of PID Bonds) and from revenues generated from the TIRZ, as more specifically provided for herein and in the SAPs; and

WHEREAS, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, the City intends to levy Assessments on all benefitted property located within each PID and issue PID Bonds up to a maximum aggregate principal amount of \$140,000,000 for Collin Creek East PID and \$32,000,000 for Collin Creek West PID, for payment or reimbursement of the of the Public Improvements included in the SAP; and

WHEREAS, the payment and reimbursement for the Public Improvements shall be solely from the installment payments of Assessments and/or proceeds of the PID Bonds and revenues from the TIRZ, and the City shall never be responsible for the payment of the Public Improvements or the PID Bonds from its general fund or its ad valorem taxes; and

WHEREAS, the Parties agree that the Public Improvements are also improvements that qualify as projects under Chapter 311, Texas Tax Code, as amended (the “TIRZ Act”); and

WHEREAS, the City recognizes the positive impact that the construction and installation of the Public Improvements for the PIDs will bring to the City and will promote state and local economic development; to stimulate business and commercial activity in the municipality; for the development and diversification of the economy of the State; development and expansion of commerce in the State, and elimination of employment or underemployment in the State;

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

ARTICLE I

DEFINITIONS

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

“Actual Costs” is defined in the Service and Assessment Plan.

“Additional Public Improvements” means those City-owned (or City created local government corporation-owned if any) public improvements, other than the Public Improvements, constructed within the Collin Creek Development, as set forth on Exhibit I.

“Affiliates” of Collin Creek Development, LLC means any other person directly controlling, or directly controlled by or under direct common control with the Developer. As used in this definition, the term “control,” “controlling” or “controlled by” shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

“Agreement” has the meaning stated in the first paragraph of this Agreement.

“Annual Installments” means with respect to each parcel subject to Assessments, each annual payment of the Assessments, including any applicable interest, as set forth and calculated in the SAP.

“Applicable Law” means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority. Applicable Laws shall include, but not be limited to, City Regulations.

“Appraisal” means an appraisal of the property to be assessed in each PID by a licensed MAI Appraiser, such Appraisal to include as-complete improvements, including the Public Improvement and Private Improvements (if required by the Funding Agreement), necessary to get to a Final Lot Value.

“Assessment Ordinance(s)” means the City’s ordinance(s) approving the SAP(s) and levying Assessments on the benefitted Property within the PIDs.

“Assessments” means those certain assessments levied by the City pursuant to the PID Act and on benefitted parcels within the PIDs for the purpose of paying the costs of the Public Improvements.

“City” means the City of Plano, Texas.

“City Regulations” mean City Code provisions, ordinances, design standards, uniform and international building and construction codes, Zoning, and other policies duly adopted by the City, which shall be applied to the Collin Creek Development including any additional development standards required by the Funding Agreement.

“City Representative” means the City Manager or designee which may include a third party inspector or representative.

“Closing Disbursement Request” means the Closing Disbursement Request described in Section 9.03, the form of which is attached as Exhibit B.

“Collin Creek Development” means that master-planned mixed use urban development to be developed and constructed on the Property pursuant to the City Regulations.

“Collin Creek East PID” means the Collin Creek East Public Improvement District to be created by the City by pursuant to the PID Act over the Collin Creek East PID Tract.

“Collin Creek East PID Bond Proceeds” means the proceeds of Collin Creek East PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the applicable Project Fund.

“Collin Creek East PID Bonds” means special assessment revenue bonds issued by the City in one or more series, pursuant to the PID Act, for payment of the Collin Creek East PID Public Improvement Project Costs.

“Collin Creek East PID Phase” means each phase of development of the Collin Creek East PID including the Public Improvements and the Private Improvements for such phase, as set forth in Exhibit L.

“Collin Creek East PID Private Improvements” means those horizontal improvements necessary to get to Final Lot Value, excluding the Public Improvements, described in the Plans and Specifications submitted to the City pursuant to the City’s zoning process, other than the Public Improvements, being constructed within Collin Creek East PID of the Collin Creek Development.

“Collin Creek East PID Public Improvement Completion Date” means a date of Completion of Construction for the Collin Creek East PID Public Improvements funded by each series of Collin Creek East PID Bonds, as set forth in the Funding Agreement.

“Collin Creek East PID Public Improvements” means public improvements to be developed and constructed or caused to be developed or constructed inside and outside the Collin Creek East PID by the Developer to serve Collin Creek East PID and the Collin Creek East PID Tract, which will include improvements described in the Funding Agreement.

“Collin Creek East PID Public Improvement Financing Date” means the date the City approves a bond purchase agreement and sells the first series of Collin Creek East PID Bonds, such date to be as set forth in the Funding Agreement, which date may be extended by written agreement of the Developer and the City upon City Council approval.

“Collin Creek East PID Public Improvement Project Costs” means the cost of the Public Improvements to be constructed within Collin Creek East PID set forth in Exhibit C, as may be amended pursuant to this Agreement, such costs to be eligible “project costs,” as defined in the PID Act.

“Collin Creek East PID Tract” means that portion of the Property consisting of approximately 55.066 acres of land as described by metes and bounds and depicted on Exhibit A.

“Collin Creek West PID” means the Collin Creek Public Improvement District to be created by the City by pursuant to the PID Act over the Collin Creek West PID Tract.

“Collin Creek West PID Bond Proceeds” means the proceeds of Collin Creek West PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the applicable Project Fund.

“Collin Creek West PID Bonds” means special assessment revenue bonds issued by the City in one or more series, pursuant to the PID Act for payment of the Collin Creek West PID Public Improvement Project Costs.

“Collin Creek West PID Phase” means each phase of development of the Collin Creek West PID including the Public Improvements and the Private Improvements for such phase, as depicted on Exhibit L.

“Collin Creek West PID Private Improvements” means those horizontal improvements to necessary get to a Final Lot Value, excluding the Public Improvements, described in the Plans and Specifications, submitted to the City pursuant to the City’s zoning process, other than the Collin Creek West PID Public Improvements, being constructed within Collin Creek West PID of the Collin Creek Development, which shall include the items set forth in the Funding Agreement.

“Collin Creek West PID Public Improvement Completion Date” means the date of completion of construction of the Collin Creek West PID Public Improvements, funded by each series of Collin Creek West PID Bonds, as set forth in the Funding Agreement.

“Collin Creek West PID Public Improvements” means public improvements to be developed and constructed or caused to be developed or constructed inside and outside Collin Creek West PID by the Developer to serve Collin Creek West PID and the Collin Creek West PID Tract, which will include improvements described in the Funding Agreement.

“Collin Creek West PID Public Improvement Financing Date” means the date the City approves a bond purchase agreement and sells the first series of Collin Creek West PID Bonds, such date to be as set forth in the Funding Agreement, which date may be extended by written agreement of the Developer and the City upon City Council approval.

“Collin Creek West PID Public Improvement Project Costs” means the cost of the Public Improvements to be constructed within Collin Creek West PID set forth in the Funding Agreement, as may be amended pursuant to this Agreement, such costs to be eligible “project costs,” as defined in the PID Act.

“Collin Creek West PID Tract” means that portion of the Property consisting of approximately 39.37 acres of land as described by metes and bounds and depicted on Exhibit B.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the applicable improvement, or portion thereof, as the case may be, on the Property; (ii) all necessary permits for the initiation of construction of the improvement, or portion thereof, as the case may be, on the Property pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Property for the construction of the applicable improvement, or portion thereof, as the case may be, has commenced.

“Completion of Construction” shall mean that (i) the construction of the applicable Public Improvement, or portion or segment thereof, as the case may be, benefitting the Property has been substantially completed pursuant to the City’s determination; and (ii) the City has with respect to applicable Public Improvements accepted the respective Public Improvements or segment or portion thereof.

“Construction Agreements” mean the contracts for the construction of the Public Improvements.

“Cost Overruns” means those Public Improvement Project Costs that exceed the budget cost set forth in the SAP.

“Cost Underruns” means Public Improvement Project Costs that are less than the budgeted cost set forth in the SAP(s).

“Culvert Improvements” means those drainage improvements to be developed and constructed or caused to be developed or constructed by the City or the Developer, within the Project, which improvements shall be as set forth in the Funding Agreement.

“Delinquent Collection Costs” is as defined in the SAP(s).

“Developer” means Collin Creek Development, LLC, its successors and permitted assigns.

“Developer Cash Contribution” means that portion of the Public Improvement Project Costs that the Developer is contributing to initially fund the Public Improvements, as set forth in the SAP(s).

“Drainage Revenue Bonds” means the City’s drainage system utility revenue bonds, issued for drainage purposes and payable from a lien on and pledge of the City’s drainage revenues, as specified in the ordinance issuing the Drainage Revenue Bonds.

“Drainage Revenue Bond Financing Date” has the meaning set forth in the Funding Agreement.

“East Parking Garage” means the easternmost underground parking garage structure located on the Collin Creek East PID Tract as identified in the Funding Agreement.

“Effective Date” means the date set forth in the first paragraph of this Agreement.

“End Buyer” means any developer, homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

“Final Lot Values” means the developed lot values established by an Appraisal.

“Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party’s fault or negligence and (iv) could not be avoided, by the Party who suffers it, by

the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; and (f) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (u) economic hardship; (v) changes in market condition; (w) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; or (x) the occurrence of any manpower, material or equipment shortages.

“Fully Developed and Improved Lot” means any lot in the Property, regardless of proposed use, intended to be served by the Public Improvements and for which a final plat has been approved by the City and recorded in the Real Property Records of Collin County, Texas.

“Funding Agreement” means that certain agreement by and between the City and the Developer relating to the levy of Assessments, the issuance of PID Bonds and terms relating to the City’s participation in the financing of the Project; such agreement to be entered into prior to the levy of Assessments.

“General Obligation Bond Financing Date” has the meaning set forth in the Funding Agreement.

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

“Home or Property Buyer Disclosure Program” means the disclosure program, administered by the PID Administrator set forth in a document in the form of Exhibit H that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PIDs.

“Impact Fees” means all impact fees relating to the Public Improvements in each case assessed, imposed and collected by the City on the Property in accordance with the City Regulations adopted by the City, as may be revised or amended from time to time, in accordance with State law.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, sales taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer, or any property or any business owned by Developer within City.

“Indenture(s)” means the applicable trust indenture pursuant to which PID Bonds are issued.

“Landowner Consent” means a consent by the owner(s) of the Property within the PIDs consenting to the formation of the PIDs and the levy of Assessments in the form attached hereto as Exhibit E as may be modified by the Funding Agreement.

“Net Bond Proceeds” means the proceeds of the City’s general obligation bonds issued pursuant to Section 5.01 and the Drainage Revenue Bonds issued pursuant to Section 5.02, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the project fund for such bonds.

“Parties” or “Party” means the City and the Developer as parties to this Agreement.

“Payment Certificate” means a Payment Certificate as set forth in Section 9.03, the form of which is attached as Exhibit F.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Administrator” means a company, entity, employee or designee of the City who shall have the responsibilities related to the duties and responsibilities for the administration of the PIDs.

“PIDs” means the Collin Creek East PID and Collin Creek West PID.

“PID Bond Proceeds” means the proceeds of the PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the Project Fund.

“PID Bonds” the Collin Creek East PID Bonds and the Collin Creek West PID Bonds.

“Plans and Specifications” means the engineering and architectural drawings and schematic designs for each respective Collin Creek East Phase and Collin Creek West Phase for the Private Improvements and the Public Improvements related to each respective Collin Creek East Phase and Collin Creek West Phase, together with change orders made thereto from time to time.

“Private Improvements” means the Collin Creek PID East Private Improvements and the Collin Creek West PID Private Improvements.

“Project Fund” means the fund by that name created under each Indenture into which PID Bond Proceeds shall be deposited.

“Property” means approximately 99.9628 acres of real property located within the City described in Exhibits A and B and located within the TIRZ.

“Public Improvement Project Costs” means the Collin Creek East PID Public Improvement Project Costs and the Collin Creek West PID Public Improvement Project Costs.

“Public Improvements” means the Collin Creek East PID Public Improvements and the Collin Creek West PID Public Improvements funded from Assessments levied on property within Collin Creek East PID and Collin Creek West PID, as described in the Funding Agreement.

“Reimbursement Agreement(s)” means the agreement(s) between the City and the Developer in which Developer agrees to fund the certain costs of Public Improvements and the City agrees to reimburse the Developer (with interest as set forth therein) for a portion of such costs of the Public Improvements from the proceeds of Assessments pursuant to the SAP(s).

“Service and Assessment Plan(s)” or “SAP(s)” means the service and assessment plans drafted pursuant to the PID Act for Collin Creek East PID and Collin Creek West PID and any amendments or updates thereto, adopted and approved by the City that identifies and allocates the Assessments on benefitted parcels within each PID and sets forth the method of assessment, the parcels assessed, the amount of the Assessments, the Public Improvements and the method of collection of the Assessment.

“TIRZ” means the Tax Increment Reinvestment Zone Number Four, City of Plano, Texas.

“TIRZ Act” means Chapter 311, Texas Tax Code, as amended.

“TIRZ Agreement” means an agreement for the use of TIRZ Revenues for the purposes set forth in the Funding Agreement.

“TIRZ Fund(s)” means the fund(s) set up by the City in order to receive the TIRZ funds in accordance with this Agreement and the TIRZ Project and Finance Plan.

“TIRZ Project and Finance Plan” means that certain project plan and finance plan for the TIRZ required by Chapter 311, Texas Tax Code, as amended that sets forth the projects to be undertaken in the TIRZ and financing and tax increment projections for the TIRZ.

“TIRZ Revenues” means the revenues collected within the TIRZ and dedicated to the Project pursuant to the TIRZ Project and Finance Plan.

“Trustee” means the trustee under the Indenture.

“Waiver of Liens” means a complete, final and unconditional waiver of all liens with respect to the Public Improvements.

“West Parking Garage” means the westernmost underground parking garage structure located on the Collin Creek East PID Tract as set forth in the Funding Agreement.

“Zoning” means that certain zoning case No. 2018-034 approved by the City on April 22, 2019 governing development of the Project.

ARTICLE II

COLLIN CREEK DEVELOPMENT

Section 2.01. Scope of Agreement. This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property within Collin Creek East PID and Collin Creek West PID, the construction of the Public Improvements, reimbursement, acquisition, ownership and maintenance of the Public Improvements, and the issuance of PID Bonds for the financing of the Public Improvements benefitting the property within each PID.

Section 2.02. Project Overview – Collin Creek Development.

(a) The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Collin Creek Development, in accordance with Zoning and the City Regulations, including but not limited to the Pattern Book(s) approved by the Planning & Zoning commission, which shall be a part of this Agreement as if fully set forth herein, and the City Regulations.

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct and complete or cause the planning, designing and construction and completion of the Public Improvements, the Additional Public Improvements (subject to the provisions and limitations of Section 5.01 herein) and the Culvert Improvements (subject to the provisions and limitations of Section 5.02 herein) to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with Zoning, City Regulations and Applicable Law.

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

(d) Upon completion and acceptance by the City or a local government corporation, if any, the City or a local government corporation, shall own and maintain all of the Public Improvements, the Additional Public Improvements and upon acquisition, the Culvert Improvements.

ARTICLE III

PUBLIC IMPROVEMENT DISTRICT

Section 3.01. Creation.

The Developer intends to request the creation of Collin Creek East PID and Collin Creek West PID that in total, encompass the majority of the Property, by submitting separate petitions to the City that contain lists of the Public Improvements to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such Public Improvements. Such petitions shall also allow for the City's levy of Assessments for maintenance purposes. Upon receipt and acceptance

of such petitions, the City intends to schedule public hearings to consider the creation of Collin Creek East PID and Collin Creek West PID in accordance with the PID Act. The PIDs will be created, at the City Council's discretion, after separate public hearings. Developer acknowledges that the City may require at any time a professional services agreement that obligates Developer to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from PID Bond Proceeds.

Section 3.02. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article III, the City intends to authorize the issuance of (i) Collin Creek East PID Bonds up to an aggregate principal amount of \$140,000,000 to construct, reimburse or acquire the Public Improvements within Collin Creek East PID and (ii) Collin Creek West PID Bonds up to an aggregate principal amount of \$32,000,000 to construct, reimburse or acquire the Public Improvements within Collin Creek West PID. The Public Improvements to be constructed and funded in connection with the Collin Creek East PID Bonds and Collin Creek West PID Bonds shall be set forth in the Funding Agreement, which may be amended from time to time, and in the Service and Assessment Plans for Collin Creek East PID and Collin Creek West PID, or any updates thereto. The net proceeds from the sale of each series of PID Bonds (i.e., net of costs and expenses of issuance of each series of PID Bonds and amounts for debt service reserves and capitalized interest) will be used to pay for, reimburse or acquire the Public Improvements. Notwithstanding the foregoing, the issuance of PID Bonds is a discretionary action by the City Council and is further conditioned upon the adequacy of the bond security and the financial ability and obligation of the Developer to pay the Developer Cash Contribution.

(b) The Developer shall complete all Public Improvements within Collin Creek East PID and Collin Creek West PID and such Public Improvements shall be completed by the Collin Creek East PID Public Improvement Completion Date or Collin Creek West PID Public Improvement Completion Date, as applicable.

(c) The issuance of PID Bonds is subject to the discretion of the City Council and each series of PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance.

(d) The issuance of PID Bonds shall be subject to the conditions set forth in the Funding Agreement.

Section 3.03. Apportionment and Levy of Assessments.

(a) The City intends to levy Assessments on property located within Collin Creek East PID and Collin Creek West PID in accordance herewith and with the Funding Agreement and Service and Assessment Plans (as such plans are amended supplemented or updated from time to time) and the Assessment Ordinances on or before such time as each series of PID Bonds are issued. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act.

(b) Concurrently with the levy of the Assessments, the Developer and its Affiliates shall execute and deliver a Landowner Consent in the form attached as Exhibit E as may be

modified by the Funding Agreement for all land owned or controlled by Developer or its Affiliates, or otherwise evidence consent to the creation of Collin Creek East PID and Collin Creek West PID and the levy of Assessments therein and shall record evidence and notice of the Assessments in the real property records of Collin County. The City shall not levy assessments on property within Collin Creek East PID or Collin Creek West PID without an executed Landowner Consent from each landowner within Collin Creek East PID and Collin Creek West PID, as applicable.

Section 3.04. Developer Cash Contribution.

At closing on any series of PID Bonds intended to fund construction of Public Improvements that have not already been constructed by the Developer, Developer shall deposit into a designated account under the applicable Indenture a pro-rata amount of the Developer Cash Contribution, if necessary. If the Public Improvements relating to each series of PID Bonds have already been constructed and the PID Bonds are intended to acquire the Public Improvements, then Developer shall not be required to deposit the Developer Cash Contribution as provided in this paragraph for such series. The amount of the Developer Cash Contribution for each series of PID Bonds shall be equal to the difference between the costs of the Public Improvements and the PID Bonds Proceeds available to fund such costs of the Public Improvements related to such series of PID Bonds, as set forth in the applicable SAP, if any.

Section 3.05. Transfer of Property.

Notwithstanding anything to the contrary contained herein, no sale of property within Collin Creek East PID or Collin Creek West PID shall occur prior to the City's levy of Assessments in either PID, other than the sale of the property owned by JCPenney Co., Inc., or transfer to an Affiliate, provided, however, that evidence of such transfer shall be provided to the City prior to the levy of Assessments. The City shall require consent of all property owners with each PID prior to the levy of Assessments in each PID, in substantiality the form set forth in Exhibit E. The Developer understands and acknowledges that evidence of land transfer, the execution of the Landowner Consent, appraisal district certification and property records recording will be required from each owner in order to levy Assessments and issue PID Bonds. The Developer shall provide all necessary documentation to the City with respect to any land transfers.

ARTICLE IV

TIRZ

Section 4.01. Tax Increment Reinvestment Zone.

(a) The City intends to create the TIRZ in accordance with the TIRZ Act. The Property shall be within the boundaries of the TIRZ.

(b) The City, in exercising its powers under the TIRZ Act, intends to dedicate seventy-five percent (75%) of the TIRZ's collected ad valorem tax increment collected from within the Property (less the City's administrative costs relating to the TIRZ). The total amount paid by the

TIRZ, the time period during which TIRZ Revenues shall be dedicated, and the use of the TIRZ Revenues shall be set forth in the Funding Agreement.

Section 4.02. TIRZ Fund.

(a) In accordance with the TIRZ Project and Finance Plan, the tax increment funds in the amount set forth in 4.01(b) above shall be deposited to the Collin Creek PID Account of the TIRZ Fund annually beginning with the first tax increment revenue generated after the creation of the TIRZ. It is anticipated that the funds on deposit in the Collin Creek PID Account of the TIRZ Fund shall be distributed in accordance with the TIRZ Project and Finance Plan for the purposes set forth in the Funding Agreement.

(b) TIRZ revenues on deposit in the Collin Creek PID Account of the TIRZ Fund after the expiration of the term set forth in the Funding Agreement, if any, shall be returned to the TIRZ Fund and used for any lawful purpose under the TIRZ Act.

ARTICLE V

ADDITIONAL FUNDING AND IMPROVEMENTS

Section 5.01. Additional Public Improvements.

(a) In consideration for the construction of additional public improvements within the Collin Creek Development, the City intends to issue general obligation bonds from voted authority in Proposition 4 of the bond election held on May 11, 2013, in an aggregate principal amount necessary to generate Net Bond Proceeds of not to exceed \$10,000,000 to construct the Additional Public Improvements as set forth in the Funding Agreement.

(i) The issuance of the general obligation bonds is subject to the discretion of the City Council and such bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance.

(ii) The following conditions must be satisfied prior to the City's consideration of the sale of the general obligation bonds pursuant to the section:

(A) The City shall have approved the Additional Public Improvements to be constructed and the related Plans and Specifications.

(B) The Net Bond Proceeds shall not exceed \$10,000,000.

(C) The Developer shall not be in default under this Agreement.

(b) The Additional Public Improvements shall be constructed by the City or the Developer pursuant to Plans and Specifications developed by the City pursuant to City standards and City Regulations and sufficient to serve the Property. Each Party shall consult the other Party's engineer with respect to the Additional Public Improvements and its impact on the Collin Creek Development. The City's contribution to the Additional Public Improvements shall be limited to the amount set forth in the Funding Agreement and the City shall pay no additional costs relating

to the Additional Public Improvements. Any costs of the Additional Public Improvements in excess of the amount set forth in the Funding Agreement shall be the responsibility of the Developer.

The Additional Public Improvements shall be constructed in accordance with the City Regulations in accordance with Applicable Law. If the Developer can demonstrate to the City that more than thirty percent (30%) of the costs of each category of Additional Public Improvements (i.e., water, sewer, drainage, road costs) plus the costs of the Public Improvements of the same type (i.e., water, sewer, drainage, road costs) are being paid from Assessments, then the construction of the Additional Public Improvements may be exempted from competitive bid requirements pursuant to Section 252.022(a)(9) and (a)(11) Texas Local Government Code, as amended, based on current cost estimates. In the event that the actual costs of Additional Public Improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bidding or an alternative delivery method may be utilized by the City as allowed by Applicable Law.

Section 5.02. Culvert Improvements – Drainage Revenue Bonds.

(a) The City and the Developer have identified certain Culvert Improvements within the Property as set forth in the Funding Agreement. The City intends to issue Drainage Revenue Bonds to fund the construction of the Culvert Improvements in a Net Bond Proceeds amount set forth in the Funding Agreement.

(b) The Culvert Improvements shall be constructed by the City pursuant to Plans and Specifications developed pursuant to City standards and City Regulations and sufficient to serve the Property. The City shall consult the Developer's engineer with respect to the Culvert Improvements and its impact on the Collin Creek Development. The Culvert Improvements shall be constructed in accordance with the City Regulations in accordance with Applicable Law.

Section 5.03. Parking Facilities.

Pursuant to the process set forth in Chapter 431, Texas Transportation Code and 394, Texas Local Government Code, the City may consider the creation of a Local Government Corporation pursuant to Chapter 431, Texas Transportation Code for the purpose of owning and operating the East Parking Garage and the West Parking Garage. The ownership and financing of the East Parking Garage and West Parking Garage shall be as set forth in the Funding Agreement.

ARTICLE VI

DEVELOPMENT

Section 6.01. Full Compliance with City Standards.

(a) Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in

compliance with the applicable City Regulations in effect on the Effective Date of this Agreement, and as they may from time to time be amended by the City.

Section 6.02. Conflicts.

In the event of any conflict between this Agreement and any City Regulation, the City Regulations shall control.

Section 6.03. Replat.

The Developer may submit a replat for all or any portion of the Property. Any replat shall be in conformance with City Regulations and may require a prepayment of Assessments as set forth in the applicable SAP.

ARTICLE VII

DEVELOPMENT CHARGES

Section 7.01. Plat Review Fees.

Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and final plat review and approval process according to the fee schedule adopted by the City Council and in effect at the time of platting.

Section 7.02. Plan Review and Permit Fees.

Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's review of plans and specifications and issuance of permits (including building permits) for construction of the Public Improvements according to the fee schedule adopted by the City Council at the time of plan review and permit issuance.

Section 7.03. Inspection Fees.

Development of the Property shall be subject to the payment to the City of inspection fees according to the fee schedule adopted by the City Council at the time of inspection.

Section 7.04. Impact Fees.

All impact fees associated with the Collin Creek Development due and owing from time to time pursuant to City Regulations, shall be paid.

ARTICLE VIII

CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

Section 8.01. Designation of Construction Manager, Construction Engineers.

(a) Prior to construction of any Public Improvement, Developer shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable Governmental Authority to be issued for the construction of the Public Improvements and shall obligate each general contractor, architect, and consultants who work on the Public Improvements to obtain all applicable permits, licenses or approvals as required by Applicable Law. The Developer shall require or cause the design, inspection and supervision of the construction of the Public Improvements to be undertaken in accordance with City Regulations and Applicable Law.

(b) The Developer shall design and construct or cause the design and construction of the Public Improvements, together with and including the acquisition, at its sole costs, of any and all easements or in fee simple title to land to provide for and accommodate the Public Improvements.

(c) Developer shall comply, or shall cause its contractors to comply, with all local and state laws and regulations regarding the design and construction of the Public Improvements applicable to similar facilities constructed by City, including, but not limited to, the requirement for payment, performance and two- year maintenance bonds for the Public Improvements.

(d) Upon Completion of Construction of any portion of the Public Improvements, Developer shall provide City with a final cost summary of all Public Improvement Project Costs incurred and paid associated with the construction of that portion of the Public Improvements and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the “all bills paid” affidavits executed by Developer and/or its contractors with regard to that portion of the Public Improvements. Evidence of payment to contractors and subcontractors, including the release of any liens, shall be provided prior to the reimbursement of the costs of any portion of the Public Improvements for which reimbursement is sought.

(e) Developer agrees to cause the contractors and subcontractors which construct the Public Improvements to provide payment, performance and two-year maintenance bonds in forms reasonably satisfactory to the City Attorney. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City Attorney has the right to reject any surety company regardless of such company’s authorization to do business in Texas. Evidence of payment and performance bonds shall be delivered to the City prior to Commencement of Construction of any such Public Improvements.

(f) Unless otherwise approved in writing by the City, all Public Improvements shall be constructed and dedicated to the City in accordance with City Regulations and Applicable Law.

(g) The Developer shall dedicate or convey by final plat or separate instrument, without cost to the City and in accordance with the Applicable Law, the rights-of-way and easements

necessary for the construction, operation, and maintenance of the Public Improvements, at the completion of the Public Improvements and acceptance by the City.

Section 8.02. Construction Agreements. The Construction Agreements shall be let in the name of the Developer. The Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents. The Developer shall provide all construction documents for the Public Improvements and shall acknowledge that the City has no obligations and liabilities thereunder and the Developer shall include a provision in the construction documents for the Public Improvements that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder using language acceptable to the City. The Developer shall administer the contracts. The Public Improvement Project Costs, which are estimated on Exhibits C and D, shall be paid by the Developer or caused to be paid by the Developer, or the Developer's assignee, and reimbursed from the proceeds of PID Bonds in accordance with the Bond Indentures, or reimbursed by the Assessments levied pursuant to the terms of a Reimbursement Agreement.

(a) The following requirements apply to Construction Agreements for Public Improvements:

(i) Plans and specifications shall comply with all Applicable Law and City Regulations and all Plans and Specification shall be reviewed and approved by the City prior to the issuance of permits. The City shall have thirty (30) business days from its receipt of the first submittal of the Plans and Specifications to approve or deny the Plans and Specifications or to provide comments to the submitter. If any approved Plans and Specifications are amended or supplemented, the City shall have thirty (30) business days from its receipt of such amended or supplemented Plans and Specifications to approve or deny the Plans and Specification or provide comments back to the submitter. Any written City approval or denial must be based on compliance with applicable City Regulations.

(ii) Each Construction Agreement shall provide that the Contractor is an independent contractor, independent of and not the agent of the City and that the Contractor is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers; and

(iii) Each Construction Agreement for improvements not yet under construction shall provide that the Contractor shall indemnify the City, its officer and employees for any costs or liabilities thereunder and for the negligent acts or omissions of the Contractor.

(b) City's Role.

The City shall have no responsibility for the cost of planning, design, engineering construction, furnishing/equipping the Public Improvements (before, during or after construction) except to the extent of the reimbursement or funding of the Public Improvements Project Costs as set forth in this Agreement. The Developer will not hold the City responsible for any costs of the Public Improvements other than the reimbursements or fundings described in this Agreement. The City shall have no liability for any claims that may arise out of design or construction of the Public Improvements, and the Developer shall cause all of its contractors, architects, engineers, and

consultants to agree in writing that they will look solely to the Developer, not to the City, for payment of all costs and valid claims associated with construction of the Public Improvements.

Section 8.03. Project Scope Verification.

(a) The Developer will from time to time, as reasonably requested by the City Representative, verify to the City Representative that the Public Improvements are being constructed substantially in accordance with the Plans and Specifications approved by the City. City Staff will endeavor to be responsible to urgent or emergency requests during construction. To the extent the City has concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will use its best efforts to cause the appropriate architect, engineer or general contractor to consult with the Developer and the City regarding such concerns.

Section 8.04. Joint Cooperation; Access for Planning and Development.

(a) Cooperation and Timely Response. During the planning, design, development and construction of the Public Improvements, the parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this project. In order to facilitate a timely review process, the Developer shall cause the architect, engineer and other design professionals to attend City meetings if requested by the City.

Section 8.05. City Not Responsible.

By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Article. The City's review of any Plans and Specifications is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of any such Plans and Specifications for any purpose. The City's approval of (or failure to disapprove) any such Plans and Specifications, including any site plan, submitted with such Plans and Specifications and any revisions thereto, shall not render the City liable for same, and the Developer assumes and shall be responsible for any and all claims arising out of or from the use of such Plans and Specifications.

Section 8.06. Construction Standards and Inspection.

The Public Improvements will be installed within the public right-of-way or in easements granted to the City. Such easements may be granted at the time of final platting in the final plat or by separate instrument. The Public Improvements shall be constructed and inspected in accordance with applicable state law, and City Regulations, and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Improvements, and this Agreement, provided, however, that if there is any conflict, the regulations of the governing body or entity with jurisdiction over the Public Improvement being constructed shall control.

Section 8.07. Public Improvements to be Owned by the City – Title Evidence.

The Developer shall furnish to the City a preliminary title report for land with respect to the Public Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Public Improvement to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City Representative does not approve the preliminary title report, the City shall not be obligated to accept title to the Public Improvement until the Developer has cured such objections to title to the satisfaction of the City Representative.

Section 8.08. Public Improvement Constructed on City Land or the Property.

If the Public Improvement or Additional Public Improvement (if constructed by the Developer) is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Improvement or Additional Public Improvement. If the Public Improvement or Additional Public Improvement is on land owned by a local government corporation, if any, any easement or license required for the construction and maintenance of the Public Improvement or Additional Public Improvement shall be as set forth in the Funding Agreement. If the Public Improvement or Additional Public Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement to enter upon such land for purposes related to inspection and maintenance of the Public Improvement or Additional Public Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Public Improvement or Additional Public Improvement as required by this 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 Public Improvement or Additional Public Improvement. The provisions for inspection and acceptance of such Public Improvement or Additional Public Improvement otherwise provided herein shall apply.

Section 8.09. Additional Requirements.

In connection with the design and construction of the Public Improvements, the Developer shall take or cause the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Developer shall provide to the City copies (both hard copy and electronic format, to the extent the Developer has both formats), of the Plans and Specifications for the Public Improvements (including revisions) as such Plans and Specifications are currently in existence and as completed after the date hereof and shall provide the City one complete set of record drawings (hard copy and electronic format, to the extent the Developer has both formats) for the Public Improvements, in accordance with Applicable Law;

(b) In accordance with the requirements between the Developer and the City with regard to the development and construction of the Public Improvements, the Developer or such person selected by and contracting with the Developer shall provide the City with a copy of the detailed construction schedule outlining the major items of work of each major construction contractor, and any revisions to such schedule;

(c) The Developer shall provide construction documents, including the Plans and Specifications to the City, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas at the time the construction documents are submitted to the City for approval;

(d) The Developer shall provide the City with reasonable advance notice of any regularly-scheduled construction meetings regarding the Public Improvements, and shall permit the City to attend and observe such meetings as the City so chooses in order to monitor the project, and shall provide the City with copies of any construction schedules as are discussed and reviewed at any such regularly-scheduled construction meeting;

(e) The Developer or any general contractor shall comply with, and shall require that its agents and subcontractors comply with, all Applicable Laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(f) The Developer or any general contractor shall notify and obtain the City's approval for all field changes that directly result in material changes to the portion of the Plans and Specifications for the Public Improvements that describe the connection of such improvements with City streets, storm sewers and utilities;

(g) Upon notice from the City, the Developer shall or shall cause any general contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the general contractor or its subcontractors to property or facilities of the City during construction of the Public Improvements and to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage;

(h) Upon notice from the City, the Developer shall promptly cause the correction of defective work relating to the Public Improvements and shall cause such work to be corrected in accordance with the construction contracts for the Public Improvements;

(i) If the Developer performs any soils, construction and materials testing during construction of the Public Improvements, the Developer shall make available to the City copies of the results of all such tests; and

(j) If any of the foregoing entities or persons shall fail in a material respect to perform any of its obligations described above (or elsewhere under this Agreement), the Developer shall use commercially reasonable efforts to enforce such obligations against such entities or persons, or the Developer may cure any material failure of performance as provided herein; and

(k) The Developer shall provide any other information or documentation or services required by City Regulations; and

(l) The Developer shall allow the City Representative to conduct a reasonable pre-final and final inspection of the Public Improvements. Upon acceptance by the City of the Public Improvements, the City shall become responsible for the maintenance of the Public Improvements.

Section 8.10. Revisions to Scope and Cost of Public Improvements.

(a) The Public Improvement Project Costs, as set forth in Exhibits C and D may be modified or amended from time to time upon the approval of the City Representative, provided that the total cost of the Public Improvements shall not exceed such amounts as set forth in the applicable SAP plus the Developer Cash Contribution. Should the Public Improvements be amended by the City Council in a SAP pursuant to the PID Act, the City Representative shall be authorized to make corresponding changes to the applicable Exhibits attached hereto and shall keep official record of such amendments.

(b) Should the Public Improvement Project Costs exceed the amounts set forth in the SAPs, the Developer must make a Developer Cash Contribution at the time of each PID Bond issuance such that the net proceeds of each series of PID Bonds plus the Developer Cash Contribution, is sufficient to fund the Public Improvement Project Costs for which the PID Bonds are being issued.

Section 8.11. City Police Powers.

The Developer recognizes the authority of the City under its charter and ordinances to exercise its police powers in accordance with applicable laws to protect the public health, safety, and welfare. The City retains its police powers over the Developer's or its general contractor's construction activities on or at the Property, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. Whenever, in the City's judgment such action is required, the City shall immediately notify the Developer to resolve the situation. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by any general contractor or the Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer and any of its general contractors.

Section 8.12. Title and Mechanic's Liens.

(a) Title. The Developer agrees that the Public Improvements shall not have a lien or cloud on title upon their dedication to and acceptance by the City.

(i) Mechanic's Liens. Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Public Improvements arising from any work performed by any contractor by or on behalf of the Developer. The Developer agrees that the Developer will not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Public Improvements for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. The Developer shall

cause any such claim of lien to be fully discharged no later than thirty (30) days after the Developer's receipt of written notice of the filing thereof.

Section 8.13. City Consents.

Any consent or approval by or on behalf of the City required in connection with the design, construction, improvement or replacement of the Public Improvements or otherwise under this Agreement shall not be unreasonably withheld, delayed, or conditioned. Any review associated with any determination to give or withhold any such consent or approval shall be conducted in a timely and expeditious manner with due regard to the cost to the Developer associated with delay, and in accordance with Applicable Law..

Section 8.14. Right of the City to Make Inspection.

(a) At any time, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction on the Public Improvements; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the Collin Creek Development that are imposed by the Developer or its General Contractor or subcontractors. The Developer shall pay the City's costs for the retention of a third-party inspector.

(b) Inspection of the construction of all Public Improvements shall be by the City Representative or his/her designee. In accordance with Section 7.03, the Developer shall pay the inspection fee which may be included as a Public Improvement Project Cost.

(c) City may enter the Property in accordance with customary City procedures to make any repairs or perform any maintenance of Public Improvements which the City has accepted for maintenance. If the Developer is in default under this Agreement beyond any applicable cure period or in the event of an emergency which is not being timely addressed, the City may enter the Property to make any repairs to the Public Improvements that have not been accepted for maintenance by the City, of every kind or nature, which the Developer is obligated under this Agreement to repair or maintain but which the Developer has failed to perform after reasonable notice (other than in the case of an emergency in which notice is impossible or impractical). The Developer shall be obligated to reimburse the City the reasonable costs incurred by the City for any such repairs. Nothing contained in this paragraph shall be deemed to impose on the City any obligation to actually make repairs or alterations on behalf of the Developer.

Section 8.15. Competitive Bidding.

The construction of the Public Improvements (which are funded from Assessments) is anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9). In the event that the actual costs of the Public Improvement do not meet

the parameters for exemption from the competitive bid requirement, then either competitive bidding or alternative delivery method may be utilized by the City as allowed by Applicable Law.

Section 8.16. Temporary Street Closures.

To the extent reasonably requested by Developer in connection with the construction of the Public Improvements, the City shall consider the temporary closure of streets, alleys or rights of way, pursuant to the City Regulations and the City's established process for such requests.

ARTICLE IX

PAYMENT OF PUBLIC IMPROVEMENTS

Section 9.01. Overall Requirements.

(a) The City shall not be obligated to provide funds for any Public Improvement except from the proceeds of the PID Bonds, Assessments pursuant to a Reimbursement Agreement or any other source of revenue as set forth in the Funding Agreement. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for the payment or reimbursement of the Public Improvement Project Costs or for the payment of the cost to construct or acquire a Public Improvement by the City will be sufficient for the construction or acquisition of all of the Public Improvements. Any costs of the Public Improvements in excess of the available PID Bond Proceeds or Assessments pursuant to a Reimbursement Agreement, shall not be paid or reimbursed by the City. The Developer acknowledges and agrees that any lack of availability of monies in the Project Funds established under the Indentures to pay the costs of the Public Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Public Improvement required by this Agreement with regard to the Collin Creek Development, or any other agreement to which the Developer and the City are parties, or any governmental approval to which the Developer or Property is subject.

(b) Upon written acceptance of a Public Improvement, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Public Improvement, including all costs thereof and relating thereto.

(c) The City's obligation with respect to the reimbursement or payment of the Public Improvement Project Costs shall be limited to the lower of Actual Costs or the available PID Bond proceeds or Assessment revenues and shall be payable solely from amounts on deposit in the Project Funds from the sale of the PID Bonds as provided herein and in the Indentures, or Assessments collected for the reimbursement or payment of such costs pursuant to Reimbursement Agreement. The Developer agrees and acknowledges that it is responsible for the Developer Cash Contribution and all Cost Overruns, subject to Section 9.02.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project

Fund to pay or reimburse the Public Improvement Project Costs in the PID. The obligation of Developer to pay the Assessments is not in any way dependent on the availability of amounts in the Project Fund to pay for all or any portion of the Public Improvements Project Costs hereunder.

Section 9.02. Remaining Funds after Completion of a Public Improvement.

With respect to each PID, if, upon the Completion of Construction of a Public Improvement (or segment or stage thereof) and payment or reimbursement for such Public Improvement, there are Cost Underruns, any remaining budgeted cost(s) may be available to pay Cost Overruns on any other Public Improvement with the approval of the City Representative and provided that all Public Improvements as set forth in the Service and Assessment Plans are undertaken at least in part. The elimination of a category of Public Improvements in the Service and Assessment Plans will require an amendment to the applicable SAP. Upon completion of the Public Improvements, or segment or stage thereof, any Cost Underrun for any Public Improvement within a PID is available to pay Cost Overruns on any other Public Improvement within the PID, and may be added to the amount approved for payment in any Payment Certificate, as approved by the City Representative.

Section 9.03. Payment Process for Public Improvements.

(a) The City shall authorize payment or reimbursement of the Public Improvement Project Costs from PID Bond Proceeds or from Assessments collected in a PID as set forth in 9.04 below. The Developer shall submit a Payment Certificate to the City (no more frequently than monthly) for Public Improvement Project Costs including a completed segment, section or portion of a Public Improvement, as approved by the City. The form of the Payment Certificate is set forth in Exhibit F, as may be modified by the applicable Indenture or Reimbursement Agreement. The City shall review the sufficiency of each Payment Certificate with respect to compliance with this Agreement, compliance with the Applicable Law, and compliance with the applicable SAP and Plans and Specifications. The City shall review each Payment Certificate within thirty (30) business days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the applicable Indenture or Reimbursement Agreement, and payment shall be made to the Developer pursuant to the terms of the applicable Indenture or Reimbursement Agreement, provided that funds are available under the applicable Indenture or Reimbursement Agreement. Notwithstanding the foregoing, the City shall review the first Payment Certificate within forty-five (45) business days of receipt thereof. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to the Developer pursuant to the terms of the applicable Indenture or Reimbursement Agreement, provided that funds are available under the applicable Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, timely disapproves or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed notice to the Developer within fifteen (15) business days of receipt thereof, then payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

(c) The City shall reimburse the Public Improvement Project Costs as set forth in the Funding Agreement and the applicable SAP, from funds available pursuant to the applicable Indenture or Reimbursement Agreement. Costs of the Culvert Improvements shall be paid by the Developer and the Culvert Improvement shall be acquired by the City in an amount as set forth in the Funding Agreement and subject to the limitations therein. The costs of the Additional Public Improvements shall be paid from general obligation bond proceeds as set forth in Section 5.01 and in the Funding Agreement, and subject to the limitations therein.

(d) Reimbursement to the Developer and the City for administrative costs relating to the creation of the PIDs, the levy of assessments and issuance of the PID Bonds may be distributed at closing of the applicable series of PID Bonds pursuant to a Closing Disbursement Request, in the form attached as Exhibit G.

Section 9.04. Public Improvements Reimbursement from Assessment Fund In the Event of a Non-Issuance of PID Bonds.

(a) In the event that the City does not issue PID Bonds by the Collin Creek East PID Public Improvement Financing Date or Collin Creek West PID Public Financing Date, the reimbursement for costs of the Public Improvements set forth in the Funding Agreement and in the respective Service and Assessments Plans shall be made on an annual basis from Assessments levied by the City for the Public Improvements pursuant to Chapter 372, Texas Local Government Code, as amended, unless the Collin Creek East PID Public Improvement Financing Date or Collin Creek West PID Financing Date has been extended by written agreement between the Developer and the City and approved by City Council. Such reimbursement shall be made pursuant to the terms and provisions of one or more Reimbursement Agreements. Such Reimbursement Agreements shall set forth the terms of the annual reimbursement for the costs of the Public Improvements and shall provide for the application of the funds in the Collin Creek PID Account of the TIRZ Fund to offset or provide a credit for the Assessments in each year as set forth in the Funding Agreement. If the City does not issue additional PID Bonds to fund subsequent Public Improvement Project Costs that have not been previously funded by PID Bonds, such unfunded costs may be funded from Assessments pursuant to additional Reimbursement Agreements.

(b) Reimbursement or payment of the costs of the Public Improvements shall only be made from the levy of Assessments within Collin Creek East PID or Collin Creek West PID and from TIRZ funds as set forth herein and in the Funding Agreement.

(c) The term, manner and place of payment or reimbursement to the Developer under this Section shall be set forth in the Reimbursement Agreement.

(d) Reimbursement or payment shall be made only for the costs of the Public Improvements as set forth in this Agreement, the TIRZ Documents, the Service and Assessment Plans or in the Reimbursement Agreements, as approved by the City. Any additional public improvements constructed by the Developer and dedicated to the City, other than the Additional Public Improvements and the Culvert Improvements, as set forth in Sections 5.01 and 5.02, shall not be subject to payment or reimbursement under the terms of this Agreement.

Section 9.05. Rights to Audit.

(a) The City shall have the right to audit, upon reasonable notice and at the City's own expense, records of the Developer with respect to the expenditure of funds to pay Public Improvement Project Costs. Upon written request by the City, the Developer shall give the City or its agent, access to those certain records controlled by, or in the direct or indirect possession of, the Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to the expenditure of Public Improvement Project Costs, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account. The Developer shall make these records available to the City electronically or at a location that is reasonably convenient for City staff. The Developer shall provide timely responses to any requests for documents relating to the Public Improvements in order to enable the City to comply with any document requests made pursuant to Chapter 552, Texas Government Code as amended, if any.

(b) The City and the Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least five (5) years from the date of Completion of Construction of the Public Improvements. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

ARTICLE X

REPRESENTATIONS AND WARRANTIES

Section 10.01. Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of the Developer:

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

(b) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of or the Public Improvements or the City's payment and reimbursement obligations under this Agreement, or otherwise

contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

Section 10.02. Representations and Warranties of Developer.

The Developer makes the following representations, warranties and covenants for the benefit of the City:

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

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

(c) Consents. No consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.

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

(e) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) materially and adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial

condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

(f) Ownership. The Developer represents that it or one or more Affiliates will be the sole owners of all Property within Collin Creek East PID and Collin Creek West PID at the time of the levy of Assessments in each PID for payment of the Public Improvement Costs. The Developer and/or its Affiliates, as applicable, shall consent to the creation of each PID and to the levy of Assessments in substantially the form of the Landowner Consent attached hereto as Exhibit E as may be modified by the Funding Agreement, and shall not transfer title of any land within Collin Creek East PID or Collin Creek West PID (other than the transfer contemplated in Section 3.05) prior to the levy of all Assessments within each PID for payment of the Public Improvement Costs.

ARTICLE XI

MAINTENANCE OF LANDSCAPE IMPROVEMENTS

Section 11.01. Mandatory Property Owners' Association.

(a) The Developer will create a mandatory property owners' association ("POA") over the portions of the Property which are not being developed as single family homes (the "Retail/Office/Multifamily Property"), which POA, through its covenants, conditions and restrictions filed of record in the property records of Collin County, shall be required to assess and collect from owners annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, hike and bike trails within common areas, screening walls, trails, lawns, landscaped entrances to the Retail/Office/Multifamily Property and any other common improvements or appurtenances. (the "POA Maintained Improvements"). Maintenance of any Public Improvements or Additional Public Improvements, or land owned by the City within the Retail/Office/Multifamily Property shall be pursuant to a maintenance agreement between the POA and the City (the "POA Maintenance Agreement"). Any HOA Maintained Improvements owned by the City consisting of trails or walkways, shall be open to the public.

(b) While the Parties anticipate that the POA established to maintain and operate the POA Maintained Improvements will adequately perform such duties, in the event that the City determines that the POA is not adequately performing the duties for which it was created, which non-performance shall be evidenced by violations of the POA Maintenance Agreement or applicable deed restrictions and/or applicable City ordinances, the City reserves the right to, at its option, levy an assessment each year equal to the actual costs of operating and maintaining the POA Maintained Improvements that are owned by the City. The City agrees that it will not levy such maintenance assessment without first giving the POA written notice of the deficiencies and providing the POA with sixty (60) days in which to cure the deficiencies.

(c) The Developer will create a mandatory homeowners' association ("HOA") over the portion of the property being developed as single family homes ("the "Single Family Property"), which HOA, through its conditions and restrictions filed of record in the property records of Collin County, shall be required to assess and collect from owners annual fees in an amount calculated to

maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls, hike and bike trail located in common areas, trails, lawns, landscaped entrances to the Single Family Property and any other common improvements or appurtenances (the “HOA Maintained Improvements”). Maintenance of any Public Improvements or Additional Public Improvements, or land owned by the City within the Single Family Property shall be pursuant to a maintenance agreement between the HOA and the City (the “HOA Maintenance Agreement”). Any HOA Maintained Improvements owned by the City consisting of trails or walkways, shall be open to the public.

(d) While the Parties anticipate that the HOA established to maintain and operate the HOA Maintained Improvements, will adequately perform such duties, in the event that the City determines that the HOA is not adequately performing the duties for which it was created, which non-performance shall be evidenced by violations of the HOA Maintenance Agreement, applicable deed restrictions and/or applicable City ordinances, the City reserves the right to levy an assessment each year equal to the actual costs of operating and maintaining the HOA Maintained Improvements that are owned by the City. The City agrees that it will not levy such assessments without first giving the HOA written notice of the deficiencies and providing the HOA with sixty (60) days in which to cure the deficiencies.

(e) Covenants, conditions and restrictions for both the POA and the HOA must be filed and the POA Maintenance Agreement and the HOA Maintenance Agreement, if any must be approved and in effect before more than fifty percent (50%) of the first series of Collin Creek East PID Bond Proceeds or fifty (50%) of the first series of Collin Creek West PID Bond Proceeds may be released from the applicable Project Fund pursuant to a Payment Certificate; provided that disbursements for costs of issuance or disbursements pursuant to a Closing Disbursement Request relating to establishment of the District or issuance of PID Bonds, shall not count toward such percentages.

ARTICLE XII

TERMINATION EVENTS

Section 12.01. Developer Termination Events.

The Developer may terminate this Agreement if the City does not either (i) does not sell Collin Creek East PID Bonds and Collin Creek West PID Bonds by the Collin Creek East PID Public Improvement Financing Date and Collin Creek West PID Public Improvement Financing Date, as applicable, (ii) does not sell Drainage Revenue Bonds by the Drainage Revenue Bond Financing Date, (iii) sell general obligation bonds pursuant to Section 01 by the General Obligation Bond Financing Date, (iv) in the event the City determines not to issue PID Bonds, levy Assessments and enter into Reimbursement Agreement(s) pursuant to Section 9.04 by the Collin Creek East Public Improvement Financing Date or Collin Creek West Public Improvement Financing Date, as applicable, or (v) an Event of Default or termination event occurs pursuant to the Funding Agreement.

Section 12.02. City Termination Events.

(a) The City may terminate this Agreement if the City determines both (i) not to issue a series of PID Bonds to fund the construction of the Public Improvements, and (ii) not to levy Assessments and enter into a Reimbursement Agreement.

(b) The City may terminate this Agreement and any Reimbursement Agreement, upon an Event of Default by the Developer pursuant to Article XIV herein.

(c) The City may terminate this Agreement and any Reimbursement Agreement, if Commencement of Construction of the private horizontal improvements within the Collin Creek Development has not occurred within three (3) years of the Effective Date.

(d) The City may terminate this Agreement if the Developer does not contribute the Developer Cash Contribution at closing of the applicable series of PID Bonds.

(e) The City may terminate this Agreement upon an Event of Default by the Developer pursuant to the Funding Agreement.

Section 12.03. Termination Procedure.

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

Section 12.04. City Actions Upon Termination.

In the event of termination of this Agreement, the City may (i) use any remaining PID Bond Proceeds to redeem PID Bonds pursuant to the provisions of the Indenture or (ii) construct or cause to construct the remaining Public Improvements, payable from PID Bond Proceeds. Upon termination the Developer shall have no claim or right to any further payments for Public Improvements Project Costs pursuant to this except that, (i) any Public Improvements completed and accepted by the City or (ii) Public Improvement Project Costs submitted pursuant to a Payment Certificate and approved by the City shall still be subject to reimbursement.

ARTICLE XIII

TERM

This Agreement shall terminate upon the earlier of: (i) the expiration of thirty (30) years from the Effective Date, (ii) the date on which the City and the Developer discharge all of their

obligations hereunder, including (a) The Public Improvements have been completed and the City has accepted all of the Public Improvements and (b) all PID Bond Proceeds have been expended for the construction of all of the Public Improvements and the Developer has been reimbursed for all completed and accepted Public Improvements (iii) an Event of Default under Article XIV, or (iv) the occurrence of a termination event under Article XII.

ARTICLE XIV

DEFAULT AND REMEDIES

Section 14.01. Developer Default.

Each of the following events shall be an “Event of Default” by the Developer under this Agreement:

(a) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Agreement; provided, however, that if a contractor fails to maintain any of the insurance or bonds required by this Agreement, the Developer shall have twenty (20) days upon receipt of notice from the applicable insurance company of such lapse.

(b) The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) days after written notice thereof is given by the City to the Developer;

(c) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(d) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor’s rights;

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

(f) The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID or the TIRZ, if such failure is not cured within thirty (30) days after written notice by the City; OR

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

Section 14.02. Notice and Cure Period.

(a) Before any Event of Default under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance (with the exception of 14.01(f) above). Except with respect to cure periods set forth in 14.01 above, which shall be controlling, no breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice (or fifteen (15) days in the case of a monetary default), with completion of performance within sixty (60) days subject.

(b) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed by Force Majeure, the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event and the length of the Force Majeure event is reasonably expected to last not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards.

Section 14.03. City's Remedies.

With respect to the occurrence of an Event of Default the City may pursue the following remedies:

(a) The City may pursue any legal or equitable remedy or remedies, including, without limitation, damages, and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, damages, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

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

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

Section 14.04. City Default.

Each of the following events shall be an Event of Default by the City under this Agreement:

(a) So long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given to the City by the Developer.

(b) The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within ninety (90) days after written notice thereof is given by the Developer to the City.

Section 14.05. Developer's Remedies.

Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal remedy or remedies (specifically excluding specific performance and other equitable remedies), and termination of this Agreement; provided, however, that the Developer shall have no right to terminate this Agreement unless the Developer delivers to the City a second notice which expressly provides that the Developer will terminate within thirty (30) days if the default is not addressed as herein provided.

Section 14.06. Limited Waiver of Immunity.

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

(b) Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the Parties hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

(i) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement or any Reimbursement Agreement and is payable solely from Assessment revenues;

(ii) The recovery of damages against City or the Developer may not include consequential damages or exemplary damages;

(iii) The Parties may not recover attorney's fees; and

(iv) The Parties are not entitled to specific performance.

Section 14.07. Limitation on Damages.

In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

Section 14.08. Waiver.

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

ARTICLE XV

INSURANCE, INDEMNIFICATION AND RELEASE

Section 15.01. Insurance.

With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Public Improvements, certain insurance, as provided below in full force and effect at all times during construction of the Public Improvements and shall require that the City is named as an additional insured under such contractor's insurance policies.

(a) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

(i) Commercial general liability insurance insuring the City, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of \$1,000,000 Per Occurrence, \$2,000,000 General Aggregate Bodily Injury and Property Damage, with an AM Best rating of "A". The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;

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

(iii) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreement involving the use of motor vehicles, including all

owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability with an AM Best rating of “A”;

(iv) Professional liability insurance in the amount of \$2,000,000 with an AM Best rating of “A”;

(v) Umbrella liability insurance in the amount of \$3,000,000 with an AM Best rating of “A”;

(vi) Pollution liability insurance in the amount of \$5,000,000 with an AM Best rating of “A”;

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

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

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

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

Section 15.02. Waiver of Subrogation Rights.

The Commercial General Liability, Worker’s Compensation, Business Auto and Excess Liability Insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

Section 15.03. Additional Insured Status.

With the exception of Worker’s Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

Section 15.04. Certificates of Insurance.

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

On every date of renewal of the required insurance policies, the Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts to the Developer by the City.

Section 15.05. Carriers.

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

Section 15.06. INDEMNIFICATION.

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, 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 CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR 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.

DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR 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.

ARTICLE XVI

GENERAL PROVISIONS

Section 16.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

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: Mehrdad Moayedi
Collin Creek Development, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

With a copy to: Attn: J. Prabha Cinclair
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

Section 16.02. Make-Whole Provision.

If the issuance of the PID Bonds in any calendar year precludes the City from issuing bank qualified debt for that calendar year, then the Developer shall pay to the City a fee (the “PID Bond Fee”) to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank qualified. The City’s financial advisor shall calculate the PID Bond Fee based on the planned debt issuances for the City in the year in which each series of PID Bonds are issued, and shall notify the Developer of the total amount due prior to the issuance of the applicable series of PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. The PID Bond Fee shall be held in a segregated account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the applicable series of PID Bonds are issued are less than the bank qualification limits (currently \$10 million per calendar year), then the PID Bond Fee shall be returned to the Developer.

Section 16.03. Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements or covenants to develop the Property, including construction of the Public Improvements may be assigned to an Affiliate without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property, including construction of the Public Improvements shall not be assigned to any non-Affiliate without the prior written consent of the City Representative, which consent shall not be unreasonably withheld if the assignee demonstrates the financial ability to perform in the reasonable judgment of the City Representative. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to Assignee, including a copy of each executed assignment and the Assignee’s notice information as required by this Agreement, and, upon written request from the City, any

Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer or other conveyance of any interest in this Agreement or the Property.

(b) Developer may assign any receivables or revenues due pursuant to this Agreement, if any, to a third party without the consent of, but upon written notice to the City. Provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than two parties as a result of an assignment.

(c) The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement within thirty (30) days written Notice to the lender, not to be unreasonably withheld. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

(d) The City shall not be required to acknowledge the receipt of any Assignment by the Developer; however, to the extent the City does acknowledge receipt of any assignment pursuant to this Section, such acknowledgment does not evidence the City's agreement, acceptance or acknowledgment of the content of the assignment documents or any rights accruing thereunder; it is solely an acknowledgment of receipt of the notice via mail, express mail or email.

(e) The City does not and shall not consent to nor participate in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement, the Funding Agreement, or any Reimbursement Agreement.

Section 16.04. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 16.05. Entire Agreement; Amendment.

This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between

the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties.

Section 16.06. Time.

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 16.07. Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 16.08. Severability; Waiver.

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 16.09. No Third-Party Beneficiaries.

The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties.

Section 16.10. Notice of Assignment.

Developer shall not transfer any portion of the Property prior to the levy of Assessments excluding the transfer of the portion of the Property owned by JCPenney, or transfer to an Affiliate, as set forth in Section 3.05. Subject to Section 16.03 herein, the requirements set forth below shall apply in the event that the Developer sells, assigns, transfers or otherwise conveys the Property or any part thereof and/or any of its rights, benefits or obligations under this Agreement; provided, however, that notice shall not be required for transfer to a homebuilder subsequent to the levy of Assessments. Developer must provide the following:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;

- (b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;
- (d) the Notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment transfer or other conveyance.

Section 16.11. No Joint Venture.

Nothing contained in this Agreement or any other agreement between the Developer and the City is intended by the Parties to create a partnership or joint venture between the Developer, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 16.12. Estoppel Certificates.

From time to time within fifteen (15) business days of a written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, to execute a written estoppel certificate in form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the Estoppel shall be made by the City.

Section 16.13. Independence of Action.

It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 16.14. Limited Recourse.

No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 16.15. Exhibits.

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 16.16. Survival of Covenants.

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 16.17. No Acceleration.

All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 16.18. Conditions Precedent.

This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon (i) the City levy of the Assessments and the issuance of the PID Bonds or approval of a Reimbursement Agreement as set forth herein and in the Funding Agreement , (ii) creation of the TIRZ and dedication of TIRZ Revenues as set forth in the Funding Agreement, (iii) the issuance of the Drainage Revenue Bonds as set forth herein and in the Funding Agreement , and (iv) the issuance of the general obligation bonds pursuant to Section 5.01 as set forth herein and in the Funding Agreement.

Section 16.19. No Reduction of Assessments.

Following the issuance of each series of PID Bonds, the Developer agrees not to take any action or actions to reduce the total amount of the Assessments levied in payment of such PID Bonds. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

Section 16.20. Anti-Boycott Verification.

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, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' 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. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 16.21. Iran, Sudan and Foreign Terrorist Organizations

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, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely 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. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 16.22. Governing Law.

The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules; and venue for any action concerning this Agreement and the Reimbursement Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 16.23. Extension of Time.

The City Manager or his designee shall have the authority to extend, in writing, the commencement and completion dates, and all other deadlines contained within the Agreement for an additional period of one year.

Section 16.24. Conflict

In the event of any conflict between this Agreement and any Indenture authorizing the PID Bond, the Indenture controls. In the event of any conflict between this Agreement and the Reimbursement Agreement, the Reimbursement Agreement shall control, except that in all cases, Applicable Law shall control.

Section 16.25. Funding Agreement.

Terms and provisions in this Agreement may be modified by the Funding Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF PLANO

By: _____
Name: Mark D. Israelson
Title: City Manager

ATTEST:

Lisa C. Henderson
City Secretary

APPROVED AS TO FORM:

Paige Mims, City Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

Developer:

Collin Creek Development, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayed
Its: Manager

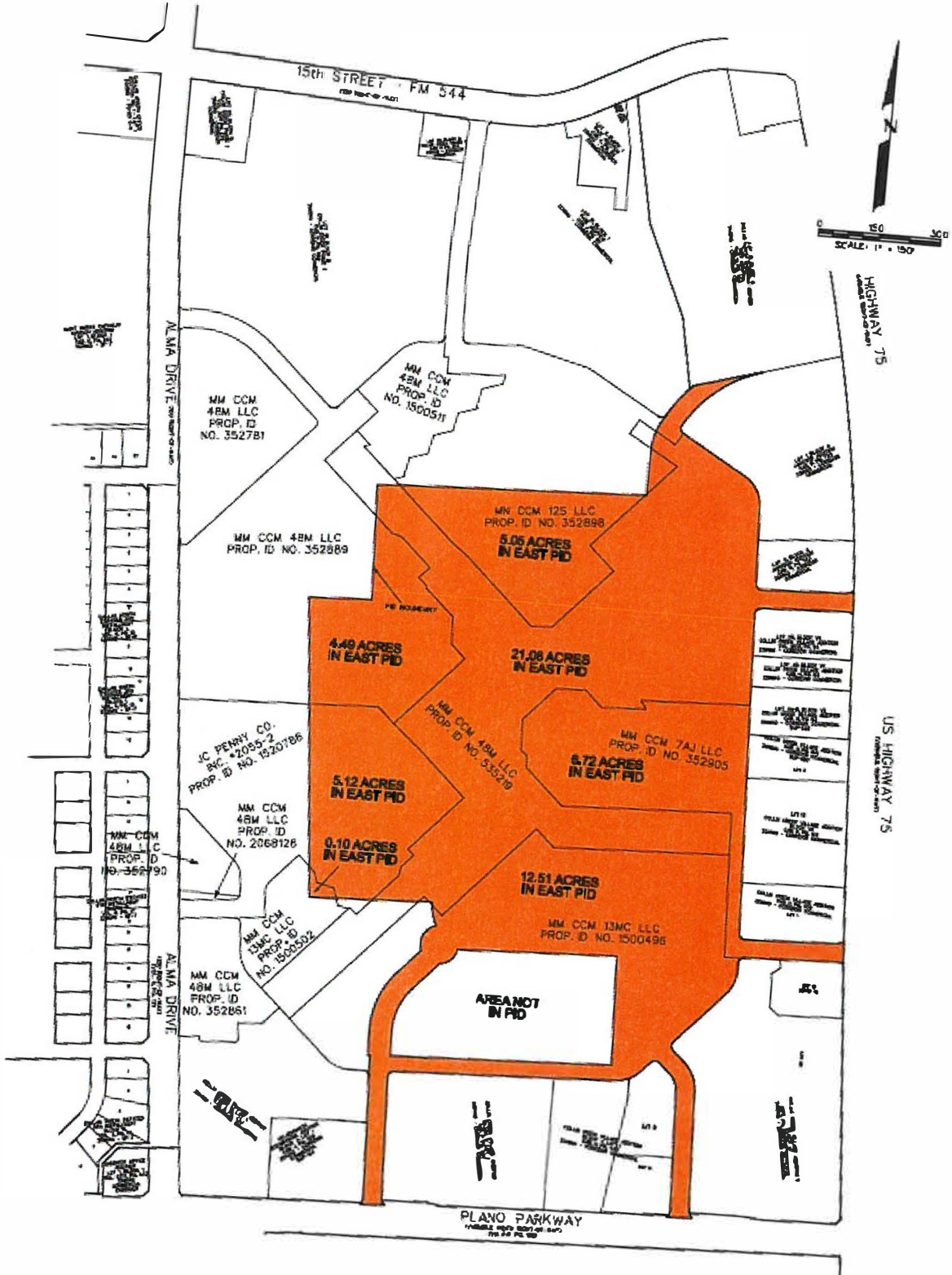
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2019 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of Collin Creek Development, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

EXHIBIT A

COLLIN CREEK EAST PID TRACT

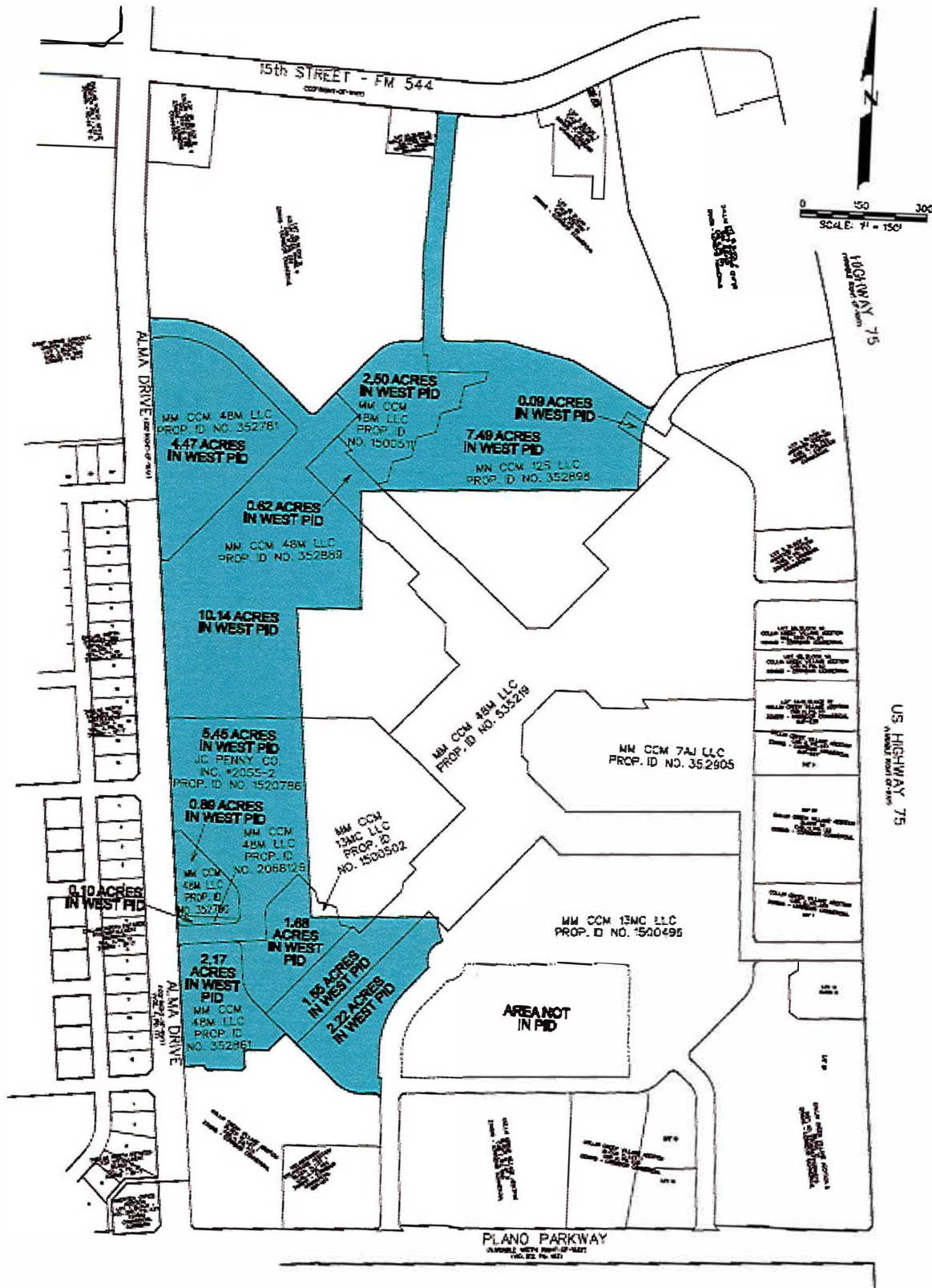


EAST PID

55.07 ACRES

EXHIBIT B

COLLIN CREEK WEST PID TRACT



WEST PID

39.37 ACRES

EXHIBIT C
FORM OF PAYMENT CERTIFICATE

PAYMENT CERTIFICATE NO. _____

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of _____ (the “Indenture”) relating to the “City of Plano, Texas, Special Assessment Revenue Bonds, Series 20__ (Collin Creek Public Improvement District Project)” (the “Bonds”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Collin Creek Development, LLC a Texas limited liability company (the “Developer”) and requests payment to the Developer (or to the person designated by the Developer) from:

_____ the Public Improvement Account of the Project Fund

_____ the Developer Improvement Account of the Project Fund

from The Bank of New York Mellon Trust Company, N.A., (the “Trustee”), in the amount of _____ (\$_____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements providing a special benefit to property within the Collin Creek 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 Public 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 Public Improvements below is a true and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Public 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 Reimbursement Agreement, the Indenture, and the Service and Assessment Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Public Assessments it owes or an entity the Developer controls owes, located in the Collin Creek Public Improvement District and has no outstanding delinquencies for such Public Assessments.

Exhibit C

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

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

8. 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.

9. No more than ninety percent (90%) of the budgeted or contracted costs for the Public Improvements identified may be paid until the work with respect to such Public Improvements (or segment) has been completed and the City has accepted such Public Improvements (or segment).

Payments requested are as follows:

Payee / Description of Public Improvement	Total Cost of Phase #1 Improvement	Budgeted Cost of Public Improvement	Amount requested be paid from the Public Improvement Account	Amount requested to be paid from the Developer Improvement Account

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 Public 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.

**COLLIN CREEK DEVELOPMENT, LLC., a
Texas limited liability company**

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below 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 Reimbursement Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Public Improvements.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Improvement Account	Amount to be paid by Trustee from Developer Improvement Account
\$ _____	\$ _____	\$ _____

CITY OF PLANO, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D

FORM OF DISBURSEMENT REQUEST

The undersigned is an agent for Collin Creek Development, LLC, (the “Developer”) and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Improvement Account of the Project Fund] from _____, (the “Trustee”) in the amount of _____ DOLLARS (\$_____) for costs incurred in the establishment, administration, and operation of the Collin Creek Public Improvement District (the “District”), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

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.

COLLIN CREEK DEVELOPMENT, LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

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 to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

Closing Costs	Amount to be Paid by Trustee from Cost of Issuance Account	Amount to be paid by Trustee from Improvement Account
\$ _____	\$ _____	\$ _____

CITY OF PLANO, TEXAS

By: _____
 Name: _____
 Title: _____
 Date: _____

EXHIBIT E

LANDOWNER CONSENT

CONSENT AND AGREEMENT OF LANDOWNERS

This Consent and Agreement of Landowner is issued by MM CCM 48M, LLC a Texas limited liability company, MM CCM 13MD, LLC a Texas limited liability company, MM CCM 12S, LLC a Texas limited liability company and Collin Creek Development, LLC a Texas limited liability company as the landowners (the “Landowners”) who collectively hold record title to all property located within the [Collin Creek Public Improvement District No. 1/Collin Creek Public Improvement District No. 2] (the “PID”) created by the City of Plano pursuant to a petition of Landowners. 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, dated _____, 2019, including the Service and Assessment Plans and Assessment Rolls attached thereto (the “Assessment Ordinance”). [TO BE EXECUTED PRIOR TO THE LEVY OF ASSESSMENTS FOR EACH SERIES OF BONDS WITH EACH PID]

Landowners hereby declare and confirm that they collectively hold record title to all property in the PIDs which are subject to the Assessment Ordinances, as set forth on Exhibit A. Further, Landowners hereby ratify, declare, consent to, affirm, agree to and confirm each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Authorized Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.
2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.
3. The Assessment Ordinances and the Service and Assessment Plan and Assessment Roll.
4. The right, power and authority of the City Council to adopt the Assessment Ordinances and the Service and Assessment Plans and Assessment Roll;
5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).
6. The Authorized Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.
7. Each Assessment is final, conclusive and binding upon such Landowners, regardless of whether such Landowners may be required to pay Assessments under certain circumstances pursuant to the Service and Assessment Plan.

8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.
9. Delinquent installments of the Assessment 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 adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.
11. 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, Landowners hereby waive 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.
12. That the resolution creating the PID, the Ordinance/levying the Assessments, the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Dallas 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. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll are wholly within the boundaries of the PID.
14. There are no Parcels owned by the Landowners within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.
15. Each Parcel owned by the Landowners identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of _____, 2019.

Originals and Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Execution page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of _____, 2019.

Collin Creek Development, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayed
Its Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 20____ by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of Collin Creek Development, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of _____, 2019.

MM CCM 48M, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____,
20__ by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC,
as Manager of MM CCM 48M, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of
Landowner to be executed as of _____, 2019.

MM CCM 13MC, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 20____ by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM CCM 13MC, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of _____, 2019.

MM CCM 12S, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 20____ by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM CCM 12S, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

Exhibit E

EXHIBIT F

HOMEBUYER DISCLOSURE PROGRAM

The Assessment Company (as defined in the Service and Assessment Plan) for the Collin Creek Public Improvement District (the “PID”) shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.
2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer’s contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.
6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.
7. Notify Settlement Companies through the homebuilders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.

The Developer and the Assessment Company shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these notices to be provided when one of them discovers that any requirement is not being complied with.

EXHIBIT G
ZONING

ORDINANCE NO. 2019-4-13

Zoning Case 2018-034

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 103.6 acres of land out of the Joseph Klepper Survey, Abstract No. 213, and the Samuel Klepper Survey, Abstract No. 216, located on the east side of Alma Drive, 760 feet south of 15th Street in the City of Plano, Collin County, Texas, from Corridor Commercial with Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center to Urban Mixed-Use-3 and rescinding Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 22nd day of April 2019, for the purpose of considering rezoning 103.6 acres of land out of the Joseph Klepper Survey, Abstract No. 213, and the Samuel Klepper Survey, Abstract No. 216, located on the east side of Alma Drive, 760 feet south of 15th Street in the City of Plano, Collin County, Texas, from Corridor Commercial with Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center to Urban Mixed-Use-3 and rescinding Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 22nd day of April 2019; and

WHEREAS, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

IT IS, THEREFORE, ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

ORDINANCE NO. 2019-4-13

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 103.6 acres of land out of the Joseph Klepper Survey, Abstract No. 213, and the Samuel Klepper Survey, Abstract No. 216, located on the east side of Alma Drive, 760 feet south of 15th Street in the City of Plano, Collin County, Texas, from Corridor Commercial with Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center to Urban Mixed-Use-3 and rescinding Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center said property being described in the legal description on Exhibit A attached hereto.

Section II. The change in Section I is granted subject to the following:

The permitted uses and standards shall be in accordance with the Urban Mixed-Use (UMU) zoning district standards unless otherwise specified herein.

1. The development plan set forth in Exhibit B is hereby adopted and shall be made a part of this Ordinance as though fully set forth herein.
2. The exceptions set forth in Exhibit C are hereby adopted and shall be made a part of this Ordinance as though fully set forth herein.

Section III. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

Section IV. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section V. The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section VI. Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section VII. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or partial invalidity of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

Section VIII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

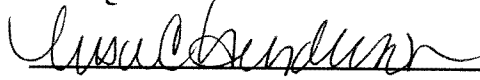
ORDINANCE NO. 2019-4-13

PASSED AND APPROVED THIS THE 22ND DAY OF APRIL 2019.



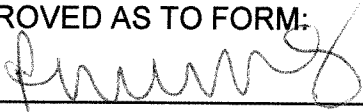
Harry LaRosiliere, MAYOR

ATTEST:



Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:



Paige Mims, CITY ATTORNEY

Zoning Case 2018-034

BEING a tract of land situated in the Joseph Klepper Survey, Abstract No. 213 and the Samuel Klepper Survey, Abstract No. 216, in the City of Plano, Collin County, Texas, being all of Lots 1-7, Block A, of the Second Filing of Regional Mall Addition, an addition to the City of Plano, recorded in Cabinet C, Page 319, in the Map Records of Collin County, Texas, said Lots 1-7 being further described as all of three tracts of land described in deed to JPMCCM 2001-CIBC2 Collin Creek Mall, LLC, recorded in Instrument No. 20150430000496790, in the Deed Records of Collin County, Texas, all of two tracts of land described in a deed to Primary Properties Corporation, recorded in Volume 3419, Page 192, in said Deed Records, all of a tract of land described in a deed to J.C. Penney Properties, Inc., recorded in Volume 1471, Page 630, in said Deed Records, all of a tract of land described in a deed to SRC Real Estate (TX), LP, recorded in Volume 5570, Page 2202, in said Deed Records, and all of a tract of land described in a deed to National Retail Properties, LP, recorded in Instrument No. 20080804000944490, in said Deed Records, also including all of a tract of land described as Vacant Property (Tracts 2 and 3) Tract A, in a deed to JPMCCM 2001-CIBC2 Collin Creek Mall, LLC, recorded in Instrument No. 20150430000496790, in said Deed Records, all of a tract of land described as Vacant Property (Tracts 2 and 3) Tract B, in a deed to JPMCCM 2001-CIBC2 Collin Creek Mall, LLC, recorded in Instrument No. 20150430000496790, in said Deed Records, and all of a tract of land described as Vacant Property (Tract 1), in a deed to JPMCCM 2001-CIBC2 Collin Creek Mall, LLC, recorded in Instrument No. 20150430000496790, in said Deed Records, said tract being more particularly described as follows:

BEGINNING at a PK Nail set at a northwest corner of said Regional Mall Addition, same being the southwest corner of Lot 1R, Block B, Collin Creek Phase II, an addition to the City of Plano, records in Cabinet P, Page 989, in said Map Records, being in the east line of Alma Drive (called 100-foot right-of-way), said point also being on a curve to the left, having a radius of 30.00 feet and a central angle of 44 degrees 25 minutes 51 seconds;

THENCE with the northerly line of said Regional Mall Addition and the south line of said Collin Creek Phase II, an arc distance of 23.26 feet (Chord Bearing South 72 degrees 51 minutes 54 seconds East 22.68 feet), to an "X" found in concrete at the point of tangency;

THENCE North 84 degrees 55 minutes 10 seconds East, continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, a distance of 19.73 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 360.00 feet and a central angle of 47 degrees 43 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, and with said curve to the right, an arc distance of 299.81 feet (Chord Bearing South 71 degrees 13 minutes 20 seconds East 291.22 feet) to a 1/2-inch iron rod found at the point of tangency;

THENCE South 47 degrees 21 minutes 50 seconds East, continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, a distance of 275.51 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing North 87 degrees 38 minutes 10 seconds East 28.28 feet), to a Magnail set at the point of tangency;

THENCE North 42 degrees 38 minutes 10 seconds East, continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, a distance of 267.84 feet to a nail found at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 45 degrees 00 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, and with said curve to the right, an arc distance of 93.86 feet (Chord Bearing North 65 degrees 08 minutes 10 seconds East 91.46 feet), to an "X" found in concrete at the point of tangency;

THENCE North 87 degrees 38 minutes 10 seconds East, continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, a distance of 44.00 feet to an "X" found in concrete at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing North 42 degrees 38 minutes 10 seconds East 28.28 feet), to an "X" set in concrete at the point of tangency, being in the east line of said Lot 1R

THENCE North 02 degrees 21 minutes 50 seconds West, continuing with the northerly line of said Regional Mall Addition and with the east line of said Collin Creek Phase II, a distance of 199.99 feet to a nail found at the point of curvature of a curve to the right, having a radius of 1,030.00 feet and a central angle of 06 degrees 00 minutes 30 seconds;

THENCE, continuing with the northerly line of said Regional Mall Addition and the east line of said Collin Creek Phase II, an arc distance of 108.01 feet (Chord Bearing North 00 degrees 38 minutes 25 seconds East 107.96 feet) to a PK Nail set at the point of tangency;

THENCE North 03 degrees 38 minutes 40 seconds East, continuing with the northerly line of said Regional Mall Addition and with the east lines of said Collin Creek Phase II and Lot 3R, Block B, Collin Creek Phase II, an addition to the City of Plano, recorded in Cabinet H, Page 408, in said Map Records, a distance of 392.14 feet to a PK Nail set at the point of curvature of a curve to the left, having a radius of 30.00 feet and a central angle of 41 degrees 45 minutes 15 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the east line of said Lot 3R, an arc distance of 21.86 feet (Chord Bearing North 17 degrees 13 minutes 58 seconds West 21.38 feet), to a PK Nail set at the northeast corner of said Lot 3R, being in the south line of FM 544 15th Street (100-foot right-of-way)

THENCE North 03 degrees 38 minutes 40 seconds East, for a distance of 50.00 feet to the centerline of said FM 544 15th Street, to a PK Nail set;

THENCE, South 86 degrees 21 minutes 20 seconds East, for a distance of 76.34 feet to a PK Nail set;

THENCE, South 03 degrees 38 minutes 40 seconds West for a distance of 50.00 feet to a PK Nail set at the northwest corner of Pace Addition, an addition to the City of Plano, recorded in Cabinet K, Page 90, in said Map Records, said point being on a curve to the left, having a radius of 30.00 feet and a central angle of 44 degrees 49 minutes 28 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the west line of said Pace Addition, and with said curve to the left, an arc distance of 23.47 feet (Chord Bearing South 26 degrees 03 minutes 24 seconds West 22.88 feet), to a PK Nail set at the point of tangency;

THENCE South 03 degrees 38 minutes 40 seconds West, continuing with the northerly line of said Regional Mall Addition and the west line of said Pace Addition, a distance of 390.97 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius 970.00 feet and a central angle of 06 degrees 00 minutes 30 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the west line of said Pace Addition, and with said curve to the left, an arc distance of 101.72 feet (Chord Bearing South 00 degrees 38 minutes 25 seconds West 101.67 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 02 degrees 21 minutes 50 seconds East, continuing with the northerly line of said Regional Mall Addition and with the west line of said Pace Addition, a distance of 200.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the west line of said Pace Addition, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing South 47 degrees 21 minutes 50 seconds East 28.28 feet), to an "X" set in concrete at the point of tangency, being in the south line of said Pace Addition;

THENCE North 87 degrees 38 minutes 10 seconds East, continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, a distance of 162.94 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 16 degrees 15 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, and with said curve to the right, an arc distance of 33.89 feet (Chord Bearing South 84 degrees 14 minutes 20 seconds East 33.78 feet), to an "X" set in concrete at the point of tangency;

THENCE South 76 degrees 06 minutes 50 seconds East, continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, a distance of 194.97 feet to a Magnail set at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 16 degrees 15 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, and with said curve to the right, an arc distance of 33.89 feet (Chord Bearing South 67 degrees 59 minutes 20 seconds East 33.78 feet), to an "X" set in concrete at the point of tangency;

THENCE South 59 degrees 51 minutes 50 seconds East, continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, a distance of 258.64 feet to an "X" set in concrete at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing North 75 degrees 08 minutes 10 seconds East 28.28 feet), to an "X" set in concrete at the point of reverse curvature of a curve to the right, having a radius of 485.36 feet and a central angle of 15 degrees 04 minutes 59 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, and with said curve to the right, an arc distance of 127.77 feet (Chord Bearing North 37 degrees 40 minutes 40 seconds East 127.40 feet), to a PK Nail set at the southeast corner of said Pace Addition, being in the south line of Dallas North Shopping Center 1988 Addition, an addition to the City of Plano, recorded in Cabinet H, Page 399, in said Map Records;

THENCE North 74 degrees 00 minutes 40 seconds East, continuing with the northerly line of said Regional Mall Addition and with the south line of said Dallas North Shopping Center, a distance of 233.76 feet to a PK Nail set in the northerly line of Janwood Addition, an addition to the City of Plano, recorded in Cabinet G, Page 723, in said Map Records, said point being on a curve to the left, having a radius of 425.36 feet and a central angle of 43 degrees 52 minutes 32 seconds;

THENCE with the easterly line of said Regional Mall Addition and the northerly line of said Janwood Addition and with said curve to the left, an arc distance of 325.73 feet (Chord Bearing South 52 degrees 04 minutes 26 seconds West 317.83 feet) to a 5/8-inch iron rod found at the point of compound curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the northerly line of said Janwood Addition, an arc distance of 31.42 feet (Chord Bearing South 14 degrees 52 minutes 00 seconds East 28.28 feet), to an "X" set in concrete at the point of tangency;

THENCE South 59 degrees 51 minutes 50 seconds East, continuing with the easterly line of said Regional Mall Addition and with the westerly line of said Janwood Addition, a distance of 244.36 feet to an "X" set in concrete at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 57 degrees 30 minutes 07 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the westerly line of said Janwood Addition, an arc distance of 119.93 feet (Chord Bearing South 31 degrees 06 minutes 46 seconds East 114.96 feet), to a 5/8-inch iron rod found at the point of tangency;

THENCE South 02 degrees 21 minutes 50 seconds East, continuing with the easterly line of said Regional Mall Addition and the westerly line of said Janwood Addition, a distance of 251.22 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the westerly line of said Janwood Addition, an arc distance of 31.42 feet (Chord Bearing South 47 degrees 21 minutes 50 seconds East 28.28 feet), to an "X" found in concrete at the point of tangency;

THENCE North 87 degrees 38 minutes 10 seconds East, continuing with the easterly line of said Regional Mall Addition and with the south line of said Janwood Addition, a distance of 276.94 feet to a PK Nail set at the point of curvature of a curve to the left, having a radius of 50.00 feet and a central angle of 32 degrees 40 minutes 53 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the south line of said Janwood Addition, an arc distance of 28.52 feet (Chord Bearing North 71 degrees 17 minutes 44 seconds East 28.13 feet), to a PK Nail set at the southeast corner of said Janwood Addition, being in the west line of US Highway 75 (variable width right-of-way);

THENCE, North 86 degrees 38 minutes 32 seconds East, for a distance of 180.00 feet, to the centerline of said US Highway 75;

THENCE, South 03 degrees 21 minutes 28 seconds East, along the centerline of said US Highway 75, for a distance of 75.18 feet, to a point;

THENCE, South 86 degrees 38 minutes 32 seconds West, departing said centerline for a distance of 180.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northeast corner of Lot 5R, Block VII of Collin Creek Village Addition, an addition to the City of Plano, recorded in Volume 2019, Page 94, in said Map Records, said point being on a curve to the left, having a radius of 30.00 feet and a central angle of 40 degrees 41 minutes 57 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and with the north line of said Lot 5R, an arc distance of 21.31 feet (Chord Bearing North 72 degrees 00 minutes 52 seconds West 20.86 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 87 degrees 38 minutes 10 seconds West, continuing with the easterly line of said Regional Mall Addition and with the north line of said Lot 5R, a distance of 285.68 feet to a 1/2-inch iron rod with cap stamped "DUNAWAY" found at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds,

THENCE continuing with the easterly line of said Regional Mall Addition and with the north line of said Lot 5R, and with said curve to the left, arc distance of 31.42 feet (Chord Bearing South 42 degrees 38 minutes 10 seconds West 28.28 feet), to 1/2-inch iron with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 02 degrees 21 minutes 50 seconds East, continuing with the easterly line of said Regional Mall Addition and with the west line of said Lot 5R, with the west lines of Lot 4A-R and 4B, Block VII, of Collin Creek Village Addition, an addition to the City of Plano, recorded in Cabinet H, Page 63, in said Map Records, of Lot 3, Block VII, of said Collin Creek Village Addition recorded in Cabinet G, Page 641, of Lot 2R, Block VII, of Collin Creek Village Addition, an addition to the City of Plano, recorded Cabinet H, Page 132, in said Map Records, and of Lot 1, Block VII, of Collin Creek Village Addition, an addition to the City of Plano, recorded in Cabinet C, Page 309, in said Map Records, a distance of 1,053.64 feet to a Magnail set at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition, with the west line of said Lot 1, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing South 47 degrees 21 minutes 50 seconds East 28.28 feet) to an "X" found in concrete at the point of tangency;

THENCE North 87 degrees 38 minutes 10 seconds East, continuing with the easterly line of said Regional Mall Addition and with the south line of said Lot 1, a distance of 299.54 feet to a PK Nail set at the point of curvature of a curve to the left, having a radius of 50.00 feet and a central angle of 32 degrees 21 minutes 38 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the south line of said Lot 1, an arc distance of 28.24 feet (Chord Bearing North 71 degrees 27 minutes 21 seconds East 27.87 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the southeast corner of said Lot 1, being in the west line of said US Highway 75;

THENCE, North 86 degrees 31 minutes 30 seconds East, for a distance of 180.00 feet, to a point in the centerline of said US Highway 75;

THENCE, South 03 degrees 28 minutes 30 seconds East, along the centerline of said US Highway 75, for a distance of 21.27 feet;

THENCE, South 04 degrees 25 minutes 20 seconds East, continuing along said centerline, for a distance of 50.06 feet;

THENCE, South 85 degrees 34 minutes 40 seconds West, departing said centerline, for a distance of 180.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northeast corner of Collin Creek Village Addition II, an addition to the City of Plano, recorded in Instrument No. 20130607010001670, in the Deed Records of Collin County, Texas, said point being on a curve to the left, having a radius of 30.00 feet and a central angle of 40 degrees 05 minutes 16 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition, with the north line of said Collin Creek Village Addition II, and with said curve to the left, an arc distance of 20.99 feet (Chord Bearing North 72 degrees 19 minutes 12 seconds West 20.56 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 87 degrees 38 minutes 10 seconds West, continuing with the easterly line of said Regional Mall Addition and the north line of said Collin Creek Village Addition II, a distance of 309.28 feet to an "X" found in concrete at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition, with the northwesterly line of said Collin Creek Village Addition II and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing South 42 degrees 38 minutes 10 seconds West 28.28 feet), to an "X" set in concrete at the point of tangency;

THENCE South 02 degrees 21 minutes 50 seconds East, continuing with the easterly line of said Regional Mall Addition and the northwesterly line of said Collin Creek Village Addition II, a distance of 17.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 45 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the northwesterly line of said Collin Creek Village Addition II, and with said curve to the right, an arc distance of 93.86 feet (Chord Bearing South 20 degrees 08 minutes 10 seconds West 91.46 feet) to an "X" found in concrete at the point of tangency;

THENCE South 42 degrees 38 minutes 10 seconds West, continuing with the easterly line of said Regional Mall Addition and the northwesterly line of said Collin Creek Village Addition II, a distance of 233.03 feet to a Magnail set at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the northwesterly line of said Collin Creek Village Addition II, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing South 02 degrees 21 minutes 50 seconds East 28.28 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 47 degrees 21 minutes 50 seconds East, continuing with the easterly line of said Regional Mall Addition and with the west line of said Collin Creek Village Addition II, a distance of 54.29 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 129.00 feet and a central angle of 45 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the west line of said Collin Creek Village Addition II, an arc distance of 101.32 feet (Chord Bearing South 24 degrees 51 minutes 50 seconds East 98.73 feet), to a Magnail set at the point of tangency;

THENCE South 02 degrees 21 minutes 50 seconds East, continuing with the easterly line of said Regional Mall Addition and the west line of said Collin Creek Village Addition II, a distance of 395.67 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 30.00 feet and a central angle of 51 degrees 38 minutes 33 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the west line of said Collin Creek Village Addition II, and with said curve to the left, an arc distance of 27.04 feet (Chord Bearing South 28 degrees 11 minutes 06 seconds East 26.13 feet), to an "X" set in concrete at the southeast corner of said Regional Mall Addition, being in the north line of Plano Parkway (variable width right-of-way);

THENCE South 02 degrees 19 minutes 44 seconds East, for a distance of 50.56 feet, to centerline of said Plano Parkway;

THENCE, South 87 degrees 40 minutes 16 seconds West, along the centerline of said Plano Parkway, for a distance of 82.73 feet;

THENCE, North 02 degrees 19 minutes 44 seconds West, departing said centerline, for a distance of 50.54 feet, to an "X" set in concrete, being on curve to the left, having a radius of 30.00 feet and a central angle of 51 degrees 33 minutes 36 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and with the east line of Collin Creek Village Addition Block V, Lot 1, an addition to the City of Plano, recorded in Cabinet H, Page 433, in said Map Records, and with said curve to the left, an arc distance of 27.00 feet (Chord Bearing North 23 degrees 24 minutes 58 seconds East 26.10 feet), to a Magnail set at the point of tangency;

THENCE North 02 degrees 21 minutes 50 seconds West, continuing with the southerly line of said Regional Mall Addition and with the east line of Collin Creek Village Addition Block V, Lot 1, a distance of 395.67 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 69.00 feet and a central angle of 45 degrees 00 minutes 00 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and with the east line of Collin Creek Village Addition Block V, Lot 1, and with said curve to the left, an arc distance of 54.19 feet (Chord Bearing North 24 degrees 51 minutes 50 seconds West 52.81 feet), to a PK Nail set at the point of tangency;

THENCE North 47 degrees 21 minutes 50 seconds West, continuing with the southerly line of said Regional Mall Addition and with the east line of Collin Creek Village Addition Block V, Lot 1, a distance of 54.29 feet to a 5/8-inch iron rod with cap stamped "STANTEC" found at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and with the north line of said Collin Creek Village Addition Block V, Lot 1, an arc distance of 31.42 feet (Chord Bearing South 87 degrees 38 minutes 10 seconds West 28.28 feet), to a Magnail set at the point of tangency;

THENCE South 42 degrees 38 minutes 10 seconds West, continuing with the southerly line of said Regional Mall Addition and the north line of said Collin Creek Village Addition Block V, Lot 1, a distance of 42.63 feet to a Magnail set at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 45 degrees 00 minutes 00 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and the north line of Collin Creek Village Addition Block V, Lot 1, and with said curve to the right, an arc distance of 93.86 feet (Chord Bearing South 65 degrees 08 minutes 10 seconds West 91.45 feet), to a Magnail set at the point of tangency;

THENCE South 87 degrees 38 minutes 10 seconds West, continuing with the southerly line of said Regional Mall Addition and the north lines of said Collin Creek Village Addition Block V, Lot 1, and Collin Creek Village Addition Block V, Lot II, an addition to the City of Plano, recorded in Cabinet F, Page 566, in said Map Records, a distance of 725.84 feet to an "X" found in concrete at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and the north line of said Collin Creek Village Addition Block V Lot II, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing South 42 degrees 38 minutes 10 seconds West 28.28 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 02 degrees 21 minutes 50 seconds East, continuing with the southerly line of said Regional Mall Addition and with the west line of said Collin Creek Village Addition Block V Lot II, a distance of 397.70 feet to a PK Nail set at the point of curvature of a curve to the left, having a radius of 30.00 feet and a central angle of 51 degrees 34 minutes 36 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and the west line of said Collin Creek Village Addition Block V Lot II, and with said curve to the left, an arc distance of 27.01 feet (Chord Bearing South 28 degrees 08 minutes 00 seconds East 26.10 feet), to a PK Nail set in the north line of said Plano Parkway;

THENCE South 02 degrees 19 minutes 44 seconds East, for a distance of 49.97 feet, to point in the centerline of said Plano Parkway;

THENCE, South 87 degrees 40 minutes 16 seconds West, along the centerline of said Plano Parkway, for a distance of 82.70 feet;

THENCE North 02 degrees 19 minutes 44 seconds West, departing said centerline for a distance of 49.92 feet, to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set on a curve to the left, having a radius of 30.00 feet and a central angle of 51 degrees 33 minutes 58 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and with the east line of Veladi Ranch Steakhouse Addition, an addition to the City of Plano, recorded in Cabinet J, Page 495, in said Map Records, an arc distance of 27.00 feet (Chord Bearing North 23 degrees 25 minutes 09 seconds East 26.10 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE North 02 degrees 21 minutes 50 seconds West, continuing with the southerly line of said Regional Mall Addition and the east line of said Veladi Ranch Steakhouse, and with the Collin Creek Village Addition, Block IV, Lot 1, an addition to the City of Plano, recorded in Cabinet H, Page 433, in said Map Records, a distance of 397.70 feet to a 1/2-inch iron rod found at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and the east line of said Collin Creek Village Addition, Block IV, Lot 1, an arc distance of 31.42 feet (Chord Bearing North 47 degrees 21 minutes 50 seconds West 28.28 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 87 degrees 38 minutes 10 seconds West, continuing with the southerly line of said Regional Mall Addition and with northerly line of said Collin Creek Village Addition, Block IV, Lot 1, a distance of 40.00 feet to an "X" in concrete found at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 45 degrees 00 minutes 00 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and the northerly line of said Collin Creek Village Addition, Block IV, Lot 1, an arc distance of 93.86 feet (Chord Bearing North 69 degrees 51 minutes 50 seconds West 91.46 feet), to a 1-inch iron rod found at the point of tangency;

THENCE North 47 degrees 21 minutes 50 seconds West, continuing with the southerly line of said Regional Mall Addition and the northerly line of said Collin Creek Village Addition, Block IV, Lot 1, a distance of 224.59 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northernmost corner of said Collin Creek Village Addition, Block IV, Lot 1 and the southeast corner of a tract of land described as "Vacant Property - Tract A", in a deed to JPMCCM 2201-CIBC2 Collin Creek Mall, LLC, recorded in Instrument No. 20150430000496790, in said Deed Records,

THENCE South 42 degrees 38 minutes 10 seconds West, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and with the southerly line of said "Vacant Property Tract A", a distance of 77.87 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set;

THENCE South 87 degrees 38 minutes 10 seconds West, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", a distance of 77.64 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set;

THENCE South 05 degrees 04 minutes 50 seconds East, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", a distance of 54.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 10.00 feet and a central angle of 92 degrees 43 minutes 00 seconds;

THENCE continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", and with said curve to the right, an arc distance of 16.18 feet (Chord Bearing South 41 degrees 16 minutes 40 seconds West 14.47 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 87 degrees 38 minutes 10 seconds West, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", a distance of 107.91 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 10.00 feet and a central angle of 87 degrees 17 minutes 00 seconds;

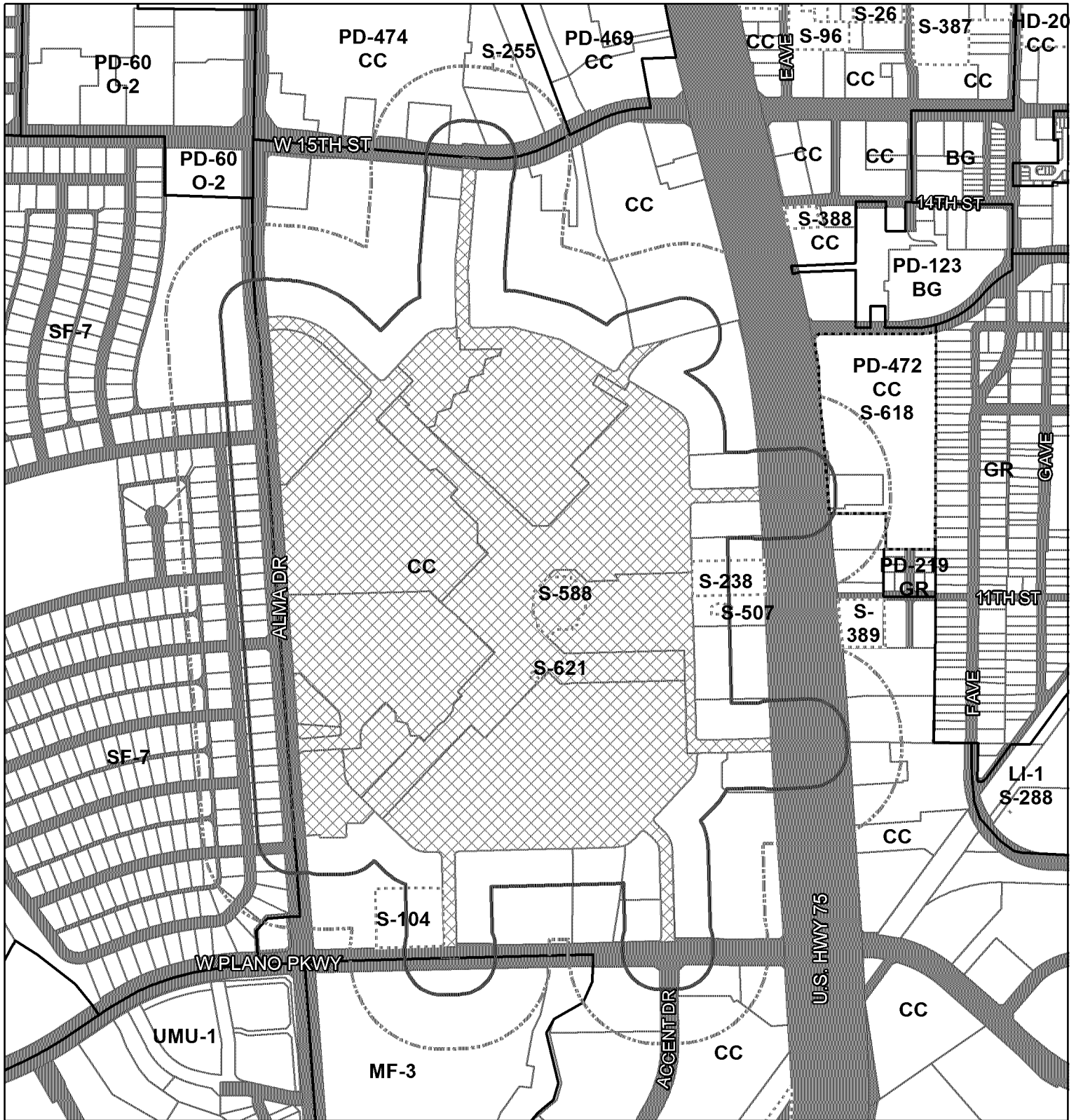
THENCE continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", and with said curve to the right, an arc distance of 15.23 feet (Chord Bearing North 48 degrees 43 minutes 20 seconds West 13.80 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE North 05 degrees 04 minutes 50 seconds West, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", a distance of 5.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set;

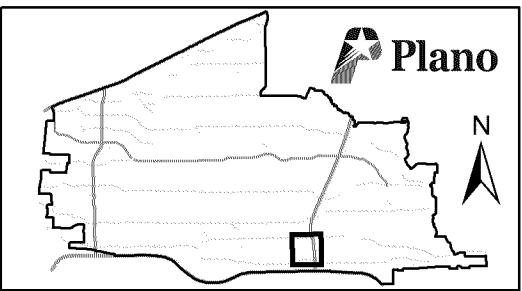
THENCE South 84 degrees 55 minutes 10 seconds West, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", at 65.49 feet, passing a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northwest corner of said Collin Creek Village Addition, Block IV, Lot 1 and the southwest corner of said "Vacant Property Tract A", also being in the east line of Alma Drive (100 foot right-of-way), for a total distance of 115.50 feet to a PK Nail set in the centerline of said Alma Drive;

THENCE North 05 degrees 04 minutes 50 seconds West, with the centerline of said Alma Drive, a distance of 2,403.56 feet to a point;

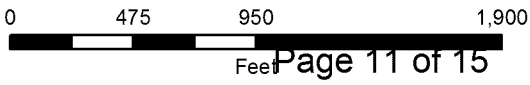
THENCE, North 84 degrees 55 minutes 10 seconds East, departing said centerline, a distance of 50.01 feet to the POINT OF BEGINNING and CONTAINING 103.615 acres of land.



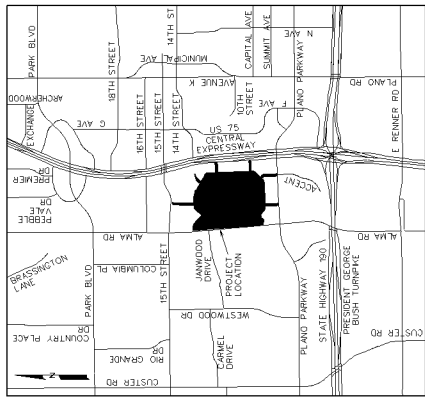
Zoning Case: 2018-034
 Existing Zoning: Corridor Commercial with Specific Use Permit No. 588 for Arcade and No. 621 for Day Care Center (CC w/ S-588 & S-621)
 Proposed Zoning: Urban Mixed-Use (UMU)



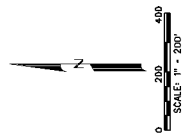
- 500' Courtesy Notification Buffer
- 200' Notification Buffer
- Subject Property
- Zoning Boundary Change/SUP
- City Limits
- Zoning Boundary
- Specific Use Permit
- Streets



Source: City of Plano



VICINITY MAP
SCALE 1" = 2000'



TOTAL ACRES 103.815
ZONING CASE #2018-034
ZONING EXHIBIT

103.815 ACRES OUT OF THE
 JOSEPH KLEPPER SURVEY,
 ABSTRACT NO. 213
 SAMUEL KLEPPER SURVEY,
 ABSTRACT NO. 216
 IN THE

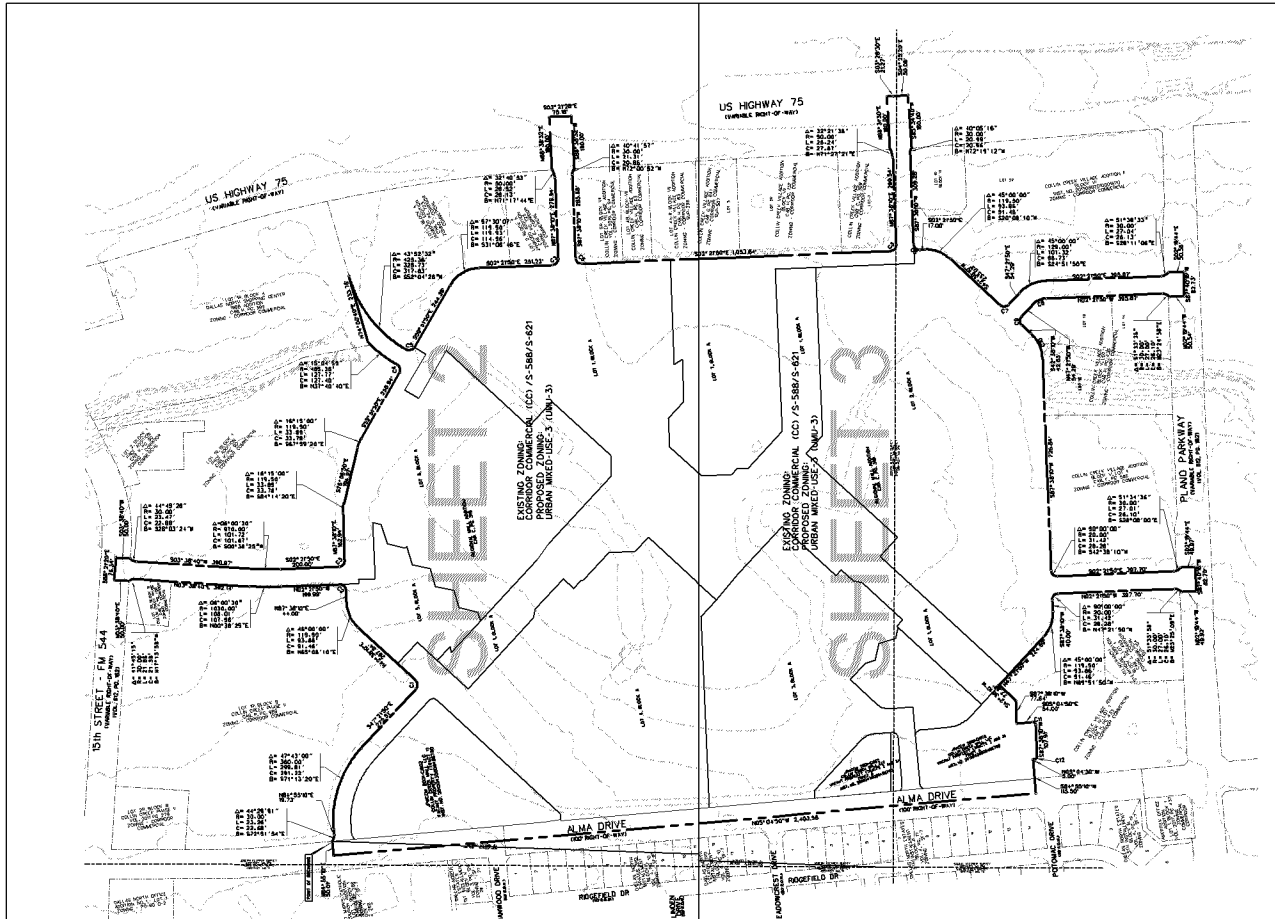
CITY OF PLANO
 COLLIN COUNTY, TEXAS

OWNERS
 WM CCM 12S, LLC
 WM CCM 13AC, LLC
 WM CCM 48M, LLC
 1800 W. STATE STREET, SUITE 300
 FARMERS BRANCH, TEXAS 75234
 489-892-2000

NATIONAL RETAIL PROPERTIES LP
 1601 COLLEGE DRIVE, 400 S. DRAKE AVE, STE 900
 PLANO, TX 75074
 972-396-1000

DEVELOPER'S REPRESENTATIVE
 FOR JC PENNEY
 KIMLEY-HORN
 15455 NEVIN PARKWAY, SUITE 700
 DALLAS, TX 75240
 972-770-3008

PREPARED BY
 CORWIN ENGINEERING, INC.
 2000 W. STATE STREET, SUITE 100
 ALLEN, TEXAS 75013
 972-396-1000
 WENDY D. CORWIN
 MARCH 27, 2018 SHEET 1 OF 4





CURVE TABLE	BELTA	RADIUS	LENGTH	CHORD	BEARINGS
1.	50°00'00"	200.00'	31.42'	24.38'	N23°31'10"E
2.	50°00'00"	200.00'	31.42'	24.38'	M23°31'10"E
3.	50°00'00"	200.00'	31.42'	24.38'	N71°04'10"E
4.	50°00'00"	200.00'	31.42'	24.38'	M71°04'10"E
5.	50°00'00"	200.00'	31.42'	24.38'	N44°33'00"E
6.	50°00'00"	200.00'	31.42'	24.38'	M44°33'00"E
7.	50°00'00"	200.00'	31.42'	24.38'	S02°21'45"E
8.	50°00'00"	200.00'	31.42'	24.38'	M02°21'45"E
9.	50°00'00"	200.00'	31.42'	24.38'	N31°38'10"W
10.	50°00'00"	200.00'	31.42'	24.38'	M31°38'10"W
11.	50°00'00"	200.00'	31.42'	24.38'	N18°18'40"W
12.	50°00'00"	200.00'	31.42'	24.38'	M18°18'40"W
13.	87°17'00"	100.00'	15.23'	13.80'	M87°17'00"

NOTE: Approved of the zoning case associated with this exhibit and not imply endorsement of the zoning case or the initiation of the development process. Planning standards shown, the intent of the development process, Planning Commission's approval of the zoning case, and the zoning case, are not to be construed as a recommendation or endorsement of this property and is not to be construed as a recommendation or endorsement of this zoning case. No separate from action taken on this zoning case.

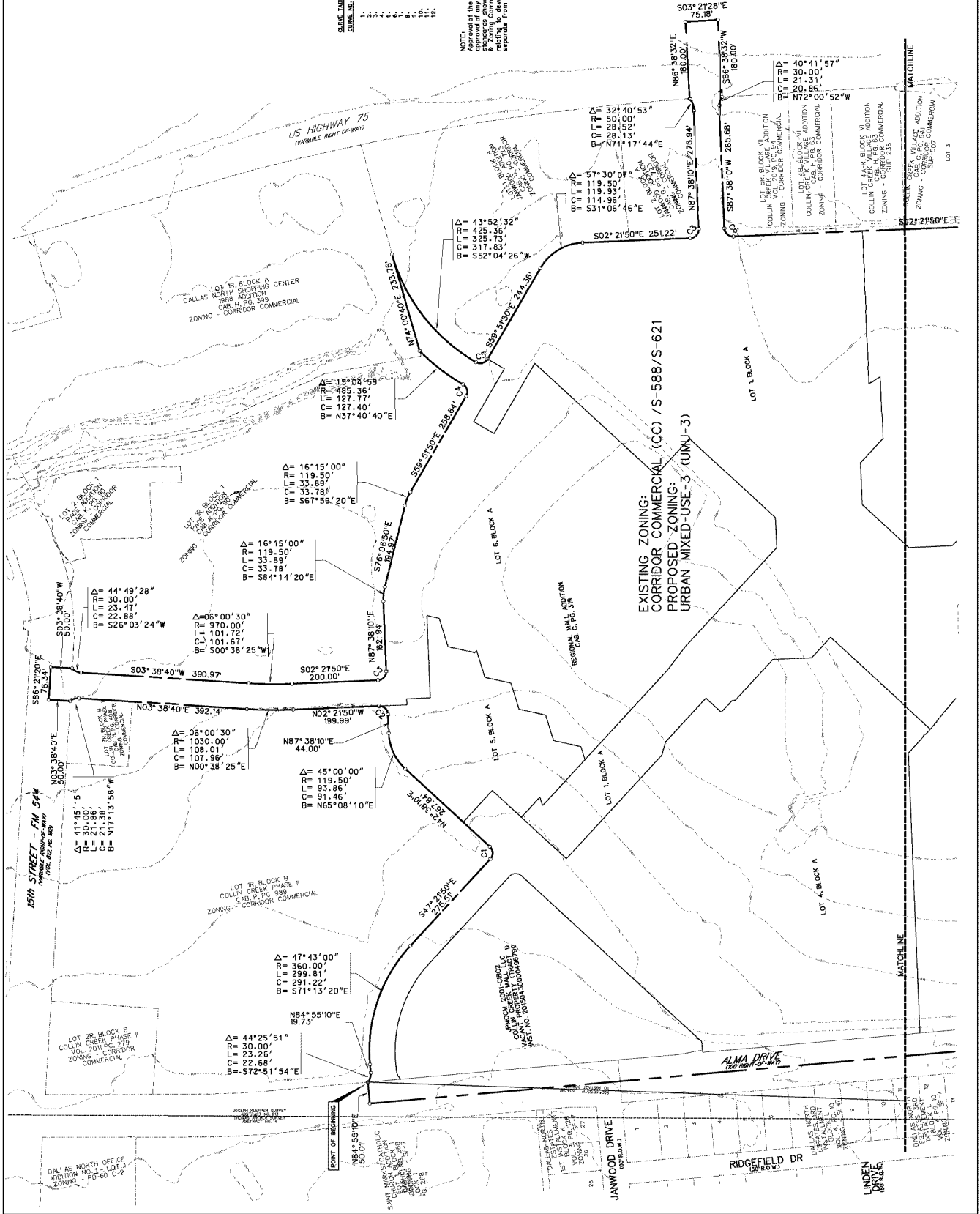
TOTAL ACRES 303.915
 ZONING CASE #2019-034
 ZONING EXHIBIT
 80.895 ACRES OUT OF THE
 JOSEPH KLEPPER SURVEY,
 ABSTRACT NO. 213
 SAMUEL KLEPPER SURVEY,
 ABSTRACT NO. 218
 IN THE
 CITY OF PLANO
 COLLIN COUNTY, TEXAS

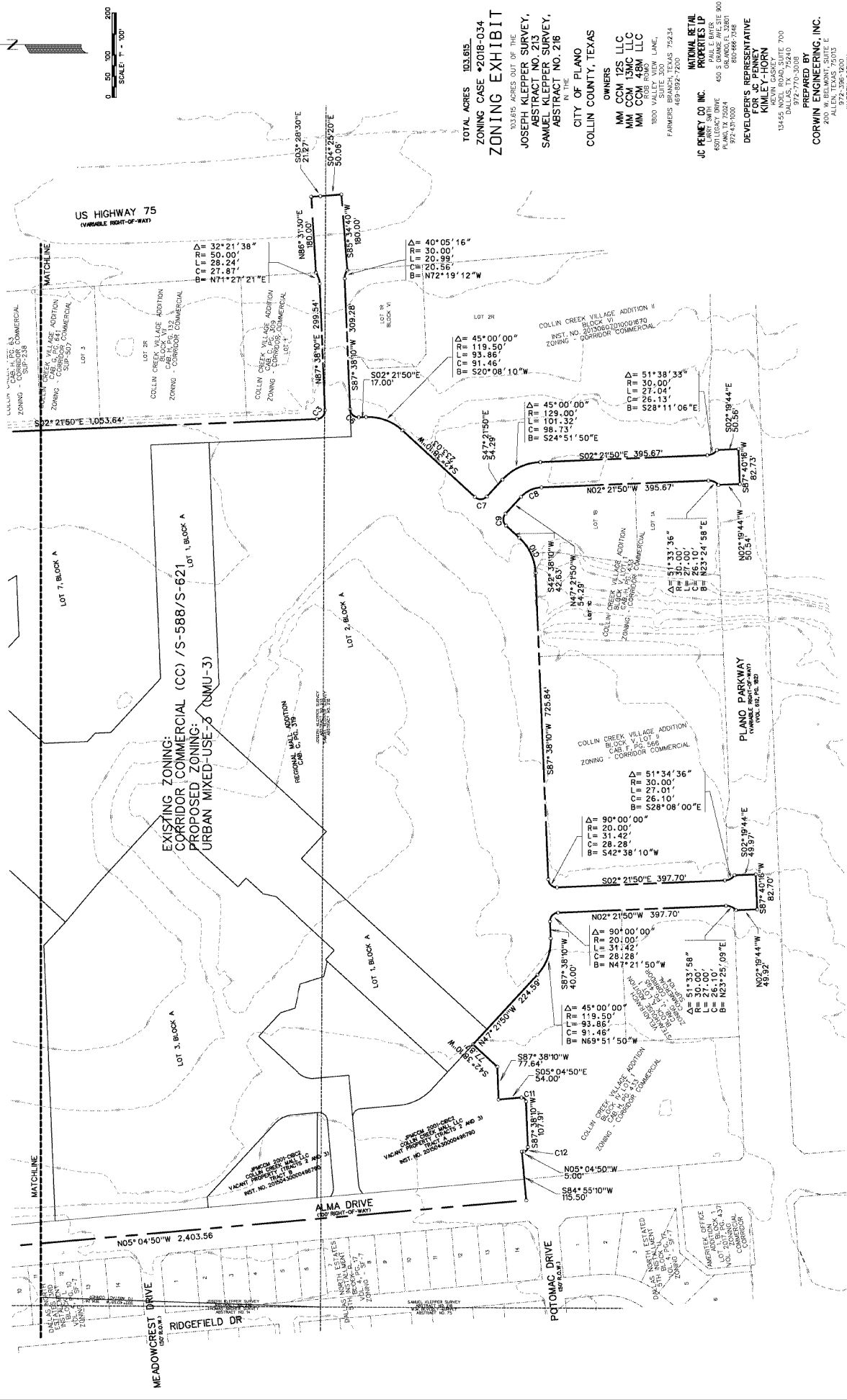
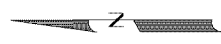
OWNERS
 MM COM 195 L.L.C.
 MM COM 130C L.L.C.
 MM COM 48M L.L.C.
 1800 SUITE 300 LANEL
 FARMERS BRANCH, TEXAS 75234
 489-892-7200

NATIONAL RETAIL
 PROPERTIES LP
 400 S DRAKE AVE STE 800
 FORT WORTH, TEXAS 76104
 DRUMMOND, TEXAS 75001
 817-996-5548

DEVELOPER REPRESENTATIVE
 FOR JC PENNEY
 KIMLEY-HORN
 13456 NEVIN DASHLEY BLVD 700
 DALLAS, TEXAS 75240
 972-770-3009

PREPARED BY
 CORWIN ENGINEERING, INC.
 2020 W. WOODLAND AVE STE E
 ALLEN, TEXAS 75013
 972-398-1000
 WARDEN, TEXAS 75087





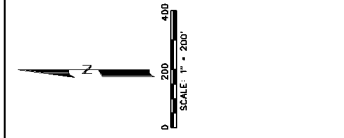
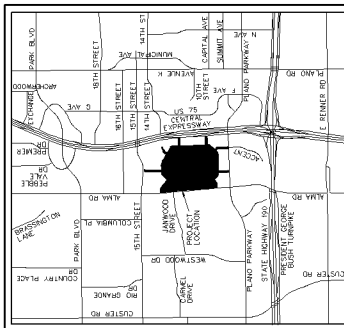
ZONING EXHIBIT

TOTAL ACRES 103.615
ZONING CASE #2019-034
103.615 ACRES OUT OF THE
JOSEPH KLEPPER SURVEY,
ABSTRACT NO. 213
SAMUEL KLEPPER SURVEY,
ABSTRACT NO. 218
IN THE
CITY OF PLANO
COLLIN COUNTY, TEXAS

OWNERS
MM COM 195, LLC
MM COM 130C, LLC
MM COM 48M, LLC
1800
FARMERS BRANCH, TEXAS 75234
SUITE 300
469-892-7200

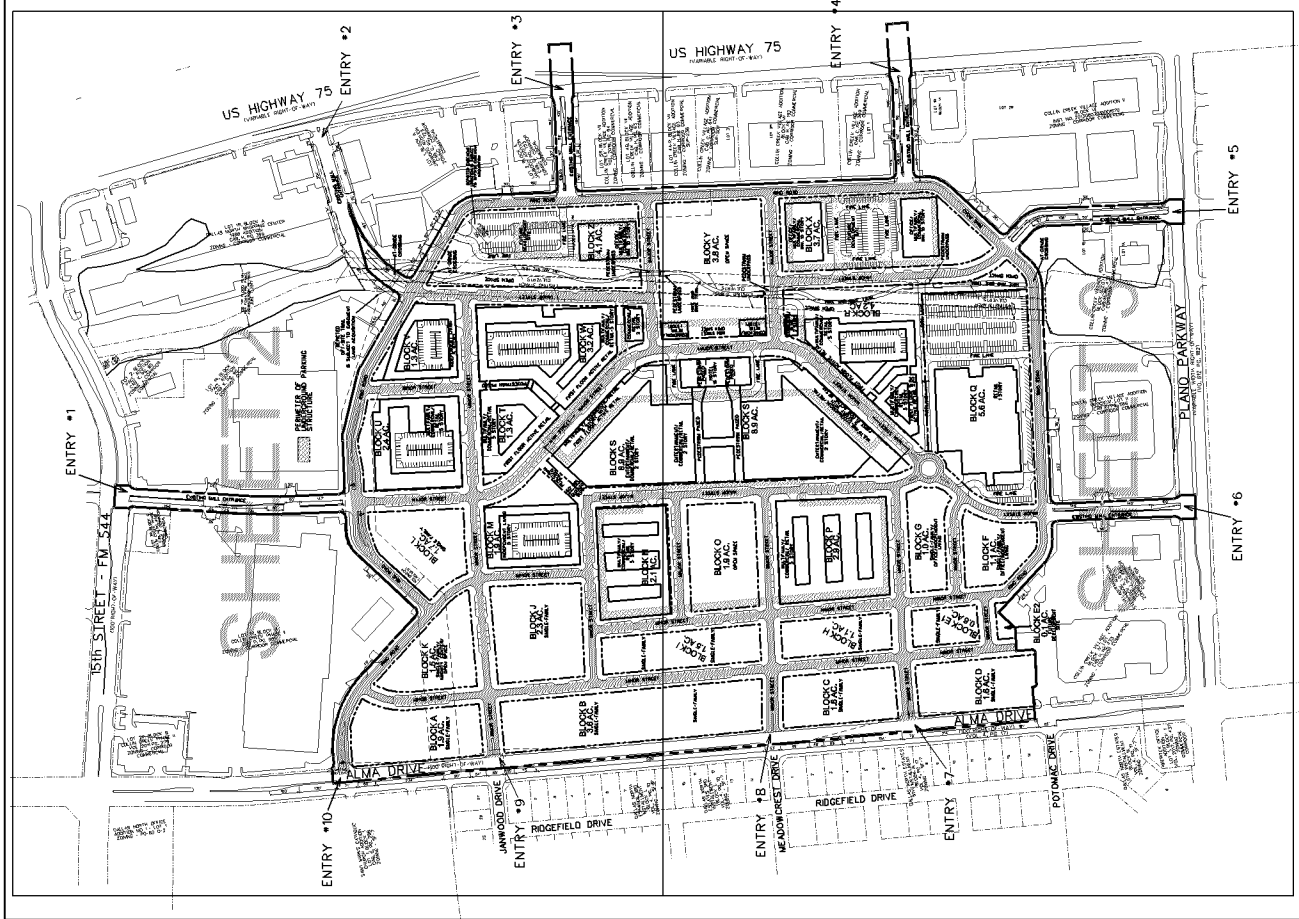
NATIONAL RETAIL
PROPERTIES LP
400 S DRAKE WILSTE 800
PEWEE, TX 75004
ORLANDO, FL 32801
813-966-5406
DEVELOPER REPRESENTATIVE
FOR JC PENNEY
KIMLEY-HORN
13455 KEVIN GASKY
DALLAS, TX 75240
972-770-3009

PREPARED BY
CORWIN ENGINEERING, INC.
2000 W. WILSON ST. E.
ALLEN, TEXAS 75013
972-396-1200
WARREN CORWIN



BLOCK TABLE

Block	Phase	Area (sq ft)	Units	Notes
A	1	40,000	100	Single-Family
B	1	100,000	200	Single-Family
C	1	100,000	200	Single-Family
D	1	100,000	200	Single-Family
E1	1	100,000	200	Single-Family
E2	1	100,000	200	Single-Family
F	1	100,000	200	Single-Family
G	1	100,000	200	Single-Family
H	1	100,000	200	Single-Family
I	1	100,000	200	Single-Family
J	1	100,000	200	Single-Family
K	1	100,000	200	Single-Family
L	1	100,000	200	Single-Family
M	1	100,000	200	Single-Family
N	1	100,000	200	Single-Family
O	1	100,000	200	Single-Family



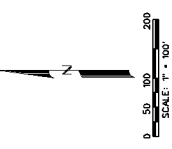
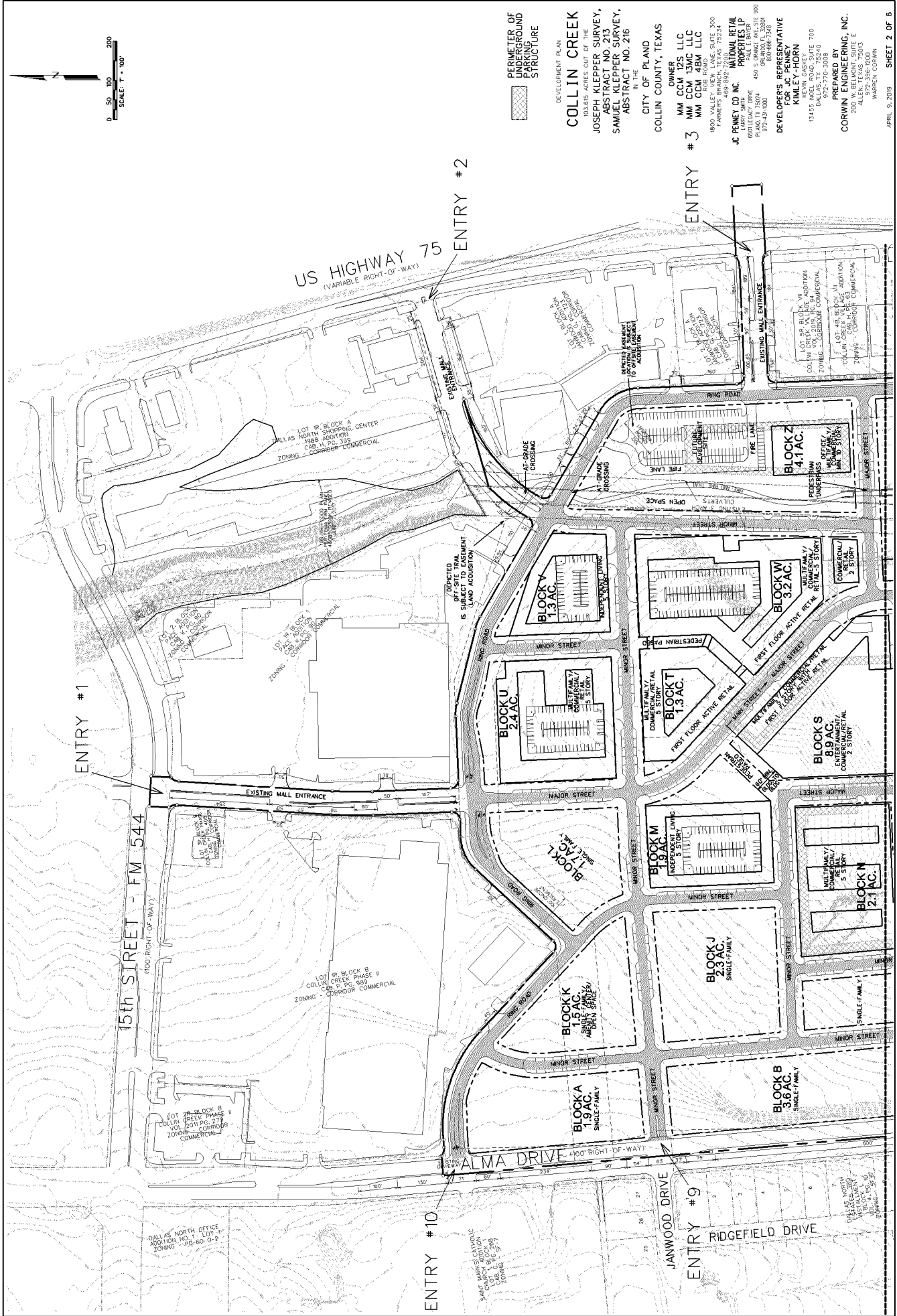
Category	Value
UNIMPAID TAXES	12,121
MAINTENANCE	1,000
RESIDENTIAL	0
COMMERCIAL	0
INDUSTRIAL	0
OFFICE	0
RETAIL	0
RESTAURANT	0
HOTEL	0
OTHER	0
TOTAL	13,121

DEVELOPMENT PLAN
 COLLIN CREEK
 103.615 ACRES OUT OF THE
 JOSEPH KLEPPER SURVEY,
 ABSTRACT NO. 213
 SAMUEL KLEPPER SURVEY,
 ABSTRACT NO. 216
 IN THE
 CITY OF PLANO
 COLLIN COUNTY, TEXAS

OWNER
 MM CCM 12S LLC
 MM CCM 13M LLC
 MM CCM 42M LLC
 1800 VALLEY VIEW LANE, SUITE 300
 FARMERS BRANCH, TEXAS 75743
DEVELOPER'S REPRESENTATIVE
 FOR J.C. PENNEY
 KIMLEY-HORN
 13455 INCEL ROAD, SUITE 700
 DALLAS, TX 75244

PERIMETER OF UNDERGROUND PARKING STRUCTURE

- 1. NOTES: TOTAL AREA AND DISTANCE ARE APPROXIMATE ON THE DEVELOPMENT PLAN BUT WILL BE VERIFIED AS ACCURATE AND RECORDED TO THE DISTRICT'S RECORDS AT THE TIME OF THE PRELIMINARY SITE PLAN APPROVAL.
- 2. AN EFFORT WILL BE MADE TO REUSE THE SANGER-HARRIS MOSAIC.
- 3. THE LOCATION OF THE PERIMETER SHALL BE DETERMINED AT THE PRELIMINARY SITE PLAN STAGE. ADDITIONAL RIGHT OF WAY ACQUISITION OF CONSTRUCTION SHALL BE DETERMINED AT THE PRELIMINARY SITE PLAN STAGE.
- 4. PHASES: PHASE PROGRESS AS NOTED, HOWEVER, ONE PHASE DOES NOT NEED TO BE COMPLETED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ON ANY SUBSEQUENT PHASE.
- 5. TO PROVIDE FOR UTILITY AND SERVICE CONNECTIONS TO ALL UTILITIES AND SERVICES TO BE PROVIDED TO THE DEVELOPMENT'S PROPERTY LINE.
- 6. TO PROVIDE FOR UTILITY AND SERVICE CONNECTIONS TO ALL UTILITIES AND SERVICES TO BE PROVIDED TO THE DEVELOPMENT'S PROPERTY LINE.
- 7. TO PROVIDE FOR UTILITY AND SERVICE CONNECTIONS TO ALL UTILITIES AND SERVICES TO BE PROVIDED TO THE DEVELOPMENT'S PROPERTY LINE.
- 8. PHASES: PHASE PROGRESS AS NOTED, HOWEVER, ONE PHASE DOES NOT NEED TO BE COMPLETED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ON ANY SUBSEQUENT PHASE.
- 9. BALCONIES, SITTING AREAS AND GROUND FLOOR CONNECTIONS WILL BE PROVIDED WITHIN THE BLOCK'S PEDESTRIAN PASES.



PERIMETER OF UNDERGROUND PARKING STRUCTURE

DEVELOPMENT PLAN
COLLIN CREEK
 10.615 ACRES OUT OF THE
 JOSEPH KLEPPER SURVEY,
 ABSTRACT NO. 213,
 SAMUEL KLEPPER SURVEY,
 ABSTRACT NO. 216
 IN THE
 CITY OF PLANO
 COLLIN COUNTY, TEXAS

OWNER
 MM CCM 12S LLC
 MM CCM 13MC LLC
 MM CCM 42M LLC

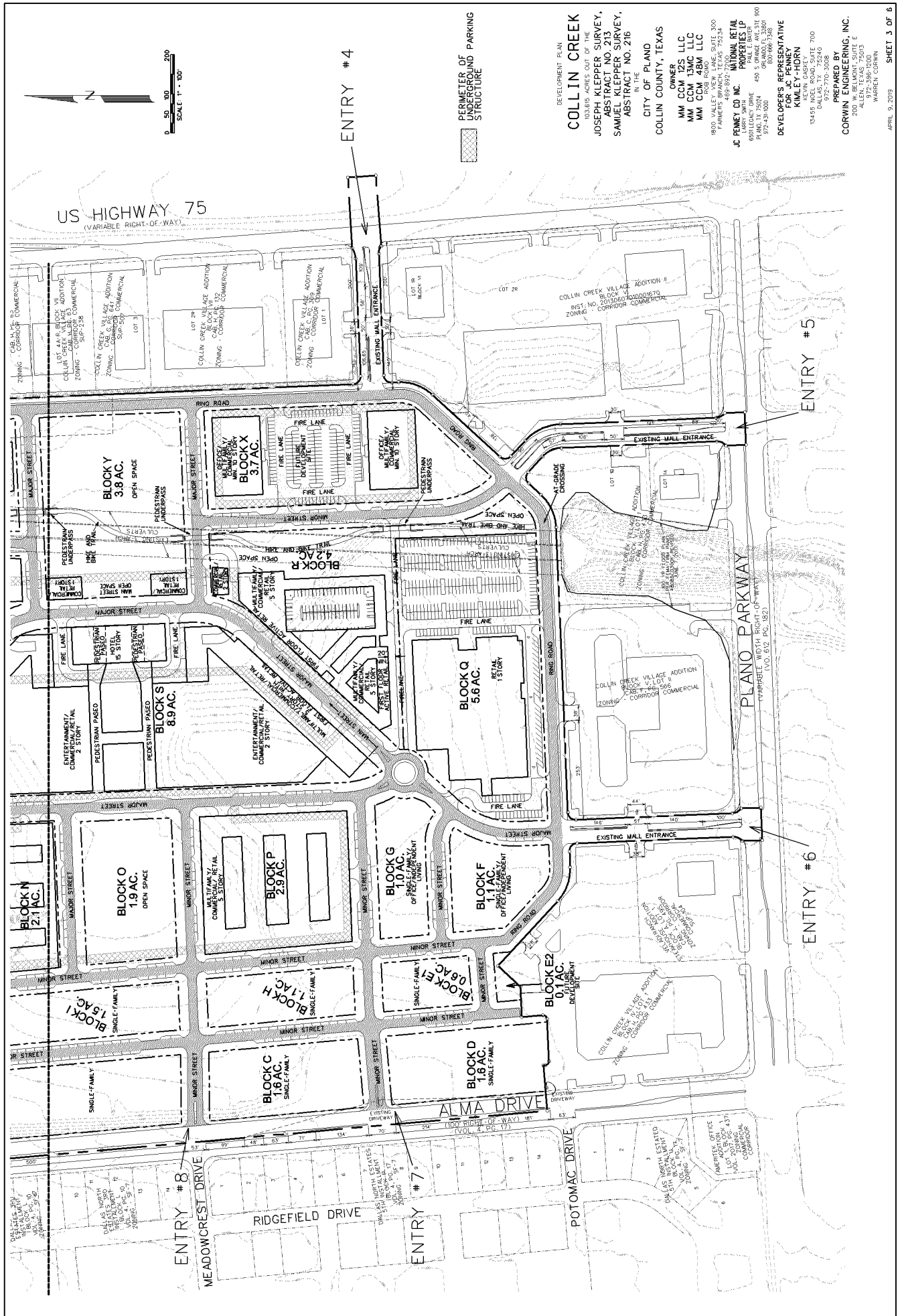
1800 VALLEY VIEW LANE, SUITE 300
 FARMERS BRANCH, TEXAS 75738
 409-952-4400

DEVELOPER
J.C. PENNEY CO. INC. - NATIONAL RETAIL PROPERTIES LP
 LARRY SMITH
 455 S. GRAND AVE, STE 900
 PLANO, TX 75074
 972-431-0000

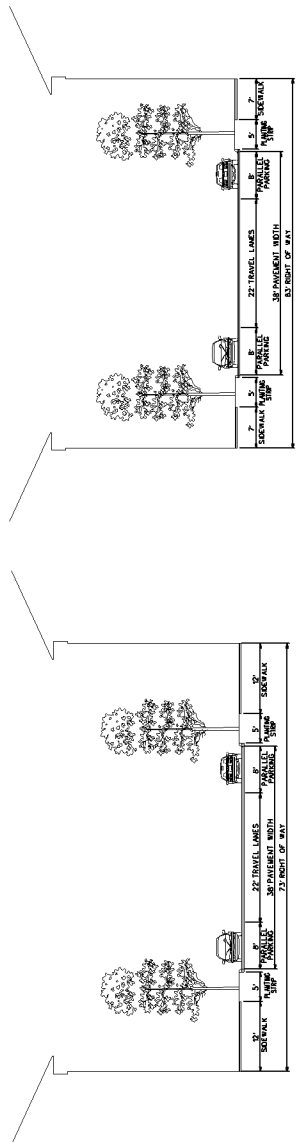
DEVELOPER'S REPRESENTATIVE
FOR J.C. PENNEY
 KIMLEY-HORN
 13455 INCEL ROAD, SUITE 700
 DALLAS, TX 75240
 972-229-3008

PREPARED BY
CORWIN ENGINEERING, INC.
 200 W. BELMONT SUITE 1
 ALLEN, TEXAS 75013
 409-392-4400
 WARREN CORWIN

APRIL 9, 2019 SHEET 2 OF 6

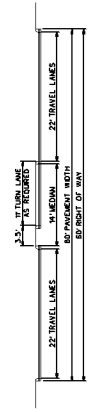


DEVELOPMENT PLAN
COLLIN CREEK
 103.815 ACRES OUT OF THE
 JOSEPH KLEPPER SURVEY,
 ABSTRACT NO. 213
 SAMUEL KLEPPER SURVEY,
 ABSTRACT NO. 216
 IN THE
 CITY OF PLANO
 COLLIN COUNTY, TEXAS
OWNER
 MM CCM 12S LLC
 MM CCM 13MC LLC
 MM CCM 42M LLC
 1800 VALLEY VIEW LANE, SUITE 300
 FARMERS BRANCH, TEXAS 75234
 469-5902
J.C. FENNEY CD INC. NATIONAL RETAIL PROPERTIES LP
 LIBBY SMITH
 455 S. GRANGE AVE, STE 900
 PLANO, TX 75024
 972-431-0000
DEVELOPER'S REPRESENTATIVE
FOR J.C. FENNEY
 KIMLEY-HORN
 13455 INKEL ROAD, SUITE 700
 DALLAS, TX 75244
 972-741-3008
PREPARED BY
CORWIN ENGINEERING, INC.
 ALLEN, TEXAS 75013
 200 W. BELMONT SUITE 2
 WAXSEN CORNWALL
 972-351-1300
 APRIL 9, 2019 **SHEET 3 OF 6**

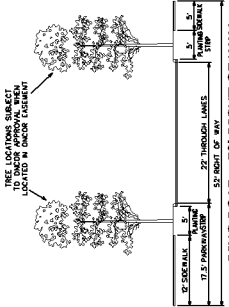


MAJOR STREET-73' RIGHT OF WAY

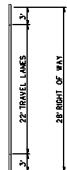
MINOR STREET-63' RIGHT OF WAY



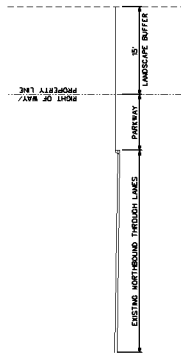
EXISTING MALL ENTRANCE - 60' RIGHT OF WAY



RING ROAD - 50' RIGHT OF WAY

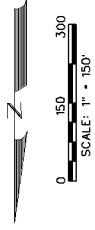


NEWS STREET-28' RIGHT OF WAY



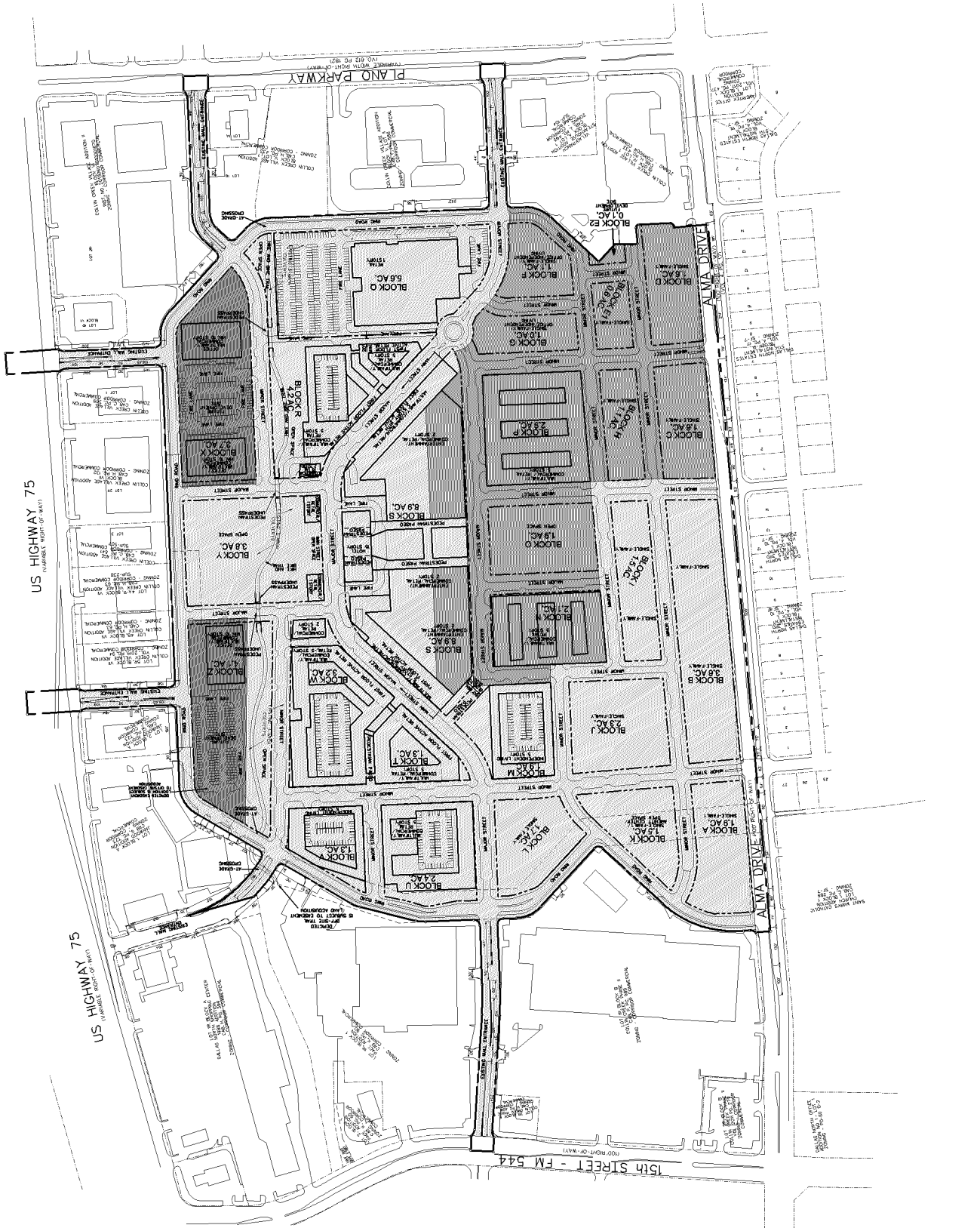
ALMA DRIVE

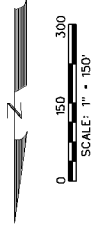
STREET CROSS SECTIONS
COLLIN CREEK
 103.615 ACRES OUT OF THE
 JOSEPH KLEPPER SURVEY,
 ABSTRACT NO. 213
 SAMUEL KLEPPER SURVEY,
 ABSTRACT NO. 216
 IN THE
 CITY OF PLANO
 COLLIN COUNTY, TEXAS
 OWNER
 MM CCM 12S LLC
 MM CCM 13MC LLC
 MM CCM 428M LLC
 1800 VALLEY VIEW LANE, SUITE 300
 FARMERS BRANCH, TEXAS 75234
 (972) 431-1000
 J.C. PENNEY CO. INC. NATIONAL RETAIL
 PROPERTIES LP
 LIBBY SMITH
 450 S. GRAND AVE, STE 900
 PLANO, TX 75024
 (972) 431-0000
 DEVELOPER'S REPRESENTATIVE
 FOR J.C. PENNEY
 KIMLEY-HORN
 13455 INCEL ROAD, SUITE 700
 DALLAS, TX 75240
 (972) 798-3008
 ENGINEERING
 CORWIN ENGINEERING, INC.
 200 W. BELMONT SUITE E
 ALLEN, TEXAS 75013
 (972) 312-1300
 WARREN CORWIN



PHASE 1
 PHASE 2
 PHASE 3

PHASING
COLLIN CREEK
 102.615 ACRES OUT OF THE
 JOSEPH KLEPPER SURVEY,
 ABSTRACT NO. 213,
 SAMUEL KLEPPER SURVEY,
 ABSTRACT NO. 216
 IN THE
 CITY OF PLANO
 COLLIN COUNTY, TEXAS
 OWNER
 MM CCM 12S LLC
 MM CCM 13MC LLC
 MM CCM 42M LLC
 1800 VALLEY VIEW LANE, SUITE 300
 FARMERS BRANCH, TEXAS 75234
 J.C. PENNEY CO. INC. NATIONAL RETAIL
 PROPERTIES LP
 LIBBY SMITH
 455 S. GRANGE AVE, STE 900
 PLANO, TX 75024
 (972) 431-0000
 DEVELOPERS REPRESENTATIVE
 FOR J.C. PENNEY
 KIMLEY-HORN
 13455 INCEL ROAD, SUITE 700
 DALLAS, TX 75240
 (972) 770-3008
 ENGINEER
 CORWIN ENGINEERING, INC.
 200 W. BELMONT SUITE 2
 ALLEN, TEXAS 75013
 (409) 465-1300
 WAREEN CORWIN





MAX. HEIGHT
50 FEET

MAX. HEIGHT
75 FEET

MAX. HEIGHT
PER UMU

HEIGHT RESTRICTIONS
COLLIN CREEK
 103.615 ACRES OUT OF THE
 JOSEPH KLEPPER SURVEY,
 ABSTRACT NO. 213,
 SAMUEL KLEPPER SURVEY,
 ABSTRACT NO. 216
 IN THE

CITY OF PLANO
 COLLIN COUNTY, TEXAS

OWNER

MM CCM 12S LLC
 MM CCM 13MC LLC
 MM CCM 42M LLC

1800 VALLEY VIEW LANE, SUITE 300
 FARMERS BRANCH, TEXAS 75234
 (972) 431-0000
J.C. PENNEY CO. INC.
 NATIONAL RETAIL
 PROPERTIES LP
 LIBBY SMITH
 450 S. GRAND AVE, STE 900
 PLANO, TX 75024
 (972) 431-0000
 (972) 431-0001

DEVELOPERS REPRESENTATIVE
KIMLEY-HORN

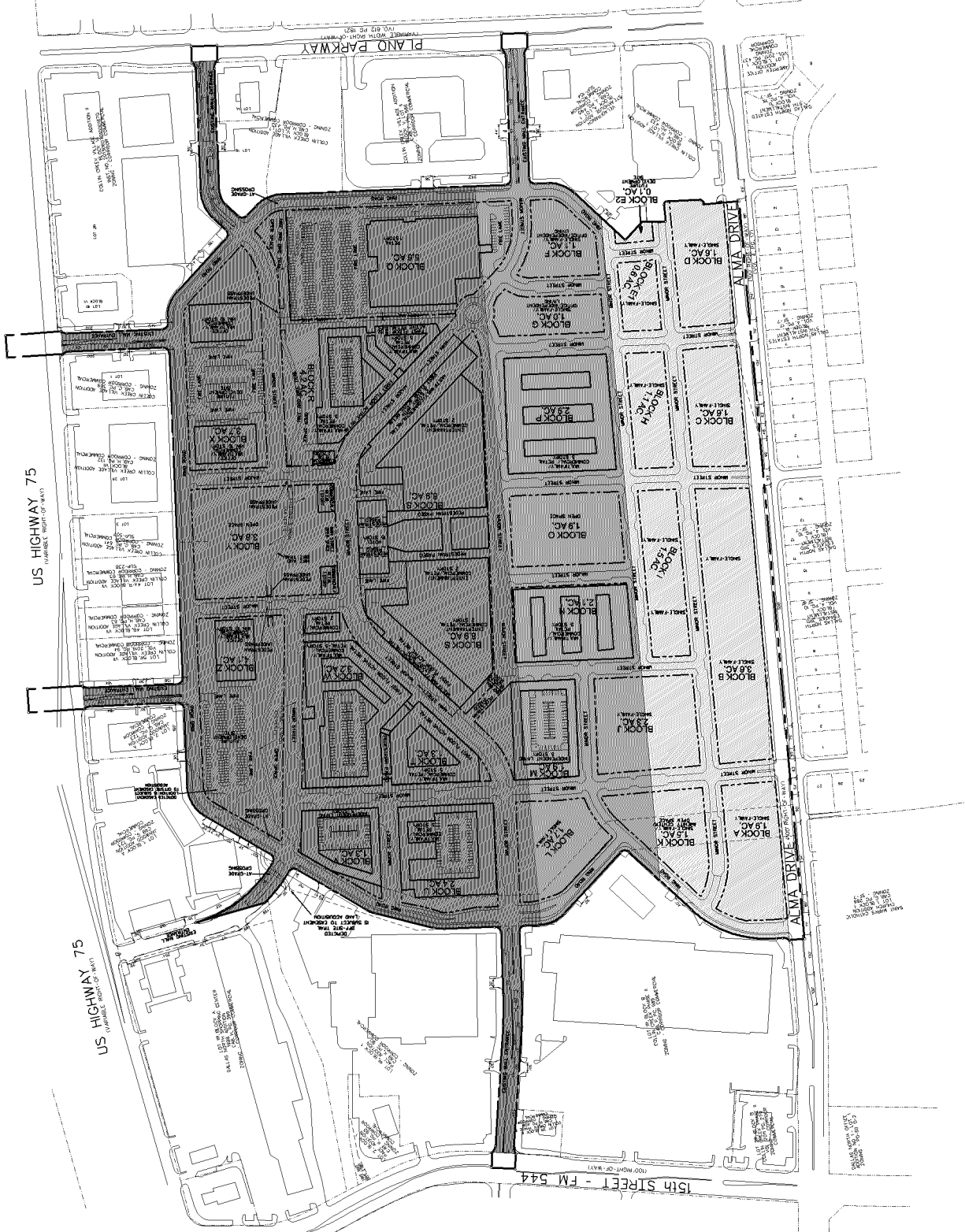
13455 INCEL ROAD, SUITE 700
 DALLAS, TX 75240
 (972) 770-3008

ENGINEERING, INC.
CORWIN ENGINEERING, INC.

200 W. BELMONT SUITE 2
 ALLEN, TEXAS 75013
 WAREEN CORWIN

APRIL 9, 2019

SHEET 6 OF 6



Urban Mixed-Use-3 Exceptions

The permitted uses and standards shall be in accordance with the Urban Mixed-Use (UMU) zoning district standards unless otherwise specified herein. Where an approved development plan conflicts with an adopted regulation and no variance or exception is expressly approved, the UMU regulation shall apply.

10.700.2 Permitted Uses - Uses in Addition to Those Permitted in the UMU

Use Category	Use Type	Allowed	Restrictions	Blocks
Accessory and Incidental Uses	Car Wash	P	Limited to parking garage only	M, N, P – X, Z
	Concrete/Asphalt Batch Plant (Temp.)	36		All except A-D
Educational, Institutional, Public and Special Uses	Community Center	P		All
	Fire Station/Public Safety Building	P		X, Z
	Helistop	S		S, X, Z
	Independent Living	P	Sec. 13.200.3 shall not apply Sec. 13.300.2 shall not apply Sec. 15.1300.3-15.1300.5 shall not apply	M, N, P – X, Z
	Private Recreation Facility	P		All
Residential Uses	Single-Family Residence (Detached)	P		A – L
	Two-Family Residence	P	Sec. 9.1100 shall not apply	A – L
Retail Uses	Shopping Center	P		Q, S
	Superstore	P	No drive-through windows	Q
Service Uses	Amusement, Commercial (Outdoor)	S		X, Z
	Arcade	P		M, N, P – X, Z
	Artisan’s Workshop	P		M, N, P – W
	Business Service	P		M, N, P – X, Z
	Cabinet/Upholstery Shop	P		S
	Food Truck Park	P		M – Z
	Kennel (Indoor)/Commercial Pet Sitting	P		Q, S
	Veterinary Clinic	P		Q, S
Transportation, Utility, Communication Uses	Electrical Substation	S		X, Z
Vehicle and Related Uses***	Motorcycle Sales & Service	P	Indoor only/No repair services	Q, S
	Vehicle Dealer (New)	P	Indoor only/No repair services	Q, S
	Vehicle Leasing and Renting	P	Parking of vehicles in garage only/No repair services	Q, S

P = Use permitted in block(s) indicated

S = Use may be approved in block(s) indicated upon approval of a specific use permit (See Sec. 6.100)

Numbers = Additional conditions/restrictions apply. See the Table Notes in Sec. 14.300

***** = Vehicle and Related Uses are limited to a total allocation of 30 parking spaces for inventory storage.**

10.700.3 Area, Yard and Bulk Requirements

See Sec. 10.700.14 for Area, Yard and Bulk Requirements for single-family residences.

10.700.4 Definitions - The following additional and modified definitions shall apply:

Block

An area enclosed or divided by streets, paseos, fire lanes, utility easements, and/or transit rights-of-way on all sides, excluding divisions created by alleys, and service drives.

Paseo

An outdoor public pedestrian pathway where no vehicular access is allowed except for emergency services as needed.

Pattern Book

A handbook of design standards that provides direction for architectural styles and diversity by building types, building facade materials, porches, alcoves, balconies, public spaces, entryways, windows, roofs and parapets, garages, sidewalks, fencing, lighting, outdoor seating, streetscape, and landscaping.

Smaller Usable Open Space

An open space area in a single-family block designed and intended to be used by the public for outdoor living and/or passive recreation.

10.700.9 B. Additional Use Regulations

The 30 dwelling units per acre restriction shall not apply to single-family development.

10.700.10 Streets and Sidewalks

B.vi. Paseo - (minimum width of 28 feet with a minimum 12-foot wide sidewalk)

D. Block Size - See Exceptions by Designated Block

E. Block Length - See Exceptions by Designated Block

G. Street Trees

Street trees may not be provided if prohibited by a utility easement.

H. Sidewalks

Required minimum widths for clear pedestrian paths may be modified by the Director of Planning or designee in unique circumstances and in keeping with the intent of the district.

10.700.11 Usable Open Space

C. Single-family residences are exempt from Sec. 13.800.

D. Smaller usable open space areas must be no larger than three acres or smaller than 1,800 square feet and must have a minimum width of 30 feet and a minimum length of 60 feet.

10.700.13 Building Placement and Design

D. Nonresidential space must have a minimum floor-to-ceiling height of 12 feet on the ground floor only.

10.700.14 Single-Family Regulations

A. The following area, yard, and bulk requirements shall apply to all single-family residential development in the UMU district unless otherwise expressly stated:

Exhibit "C" to Ordinance No. 2019-4-13

Description	Single-Family Residences (Attached)	Single-Family Residence (Detached) and Two Family Residence
Minimum Lot Area	700 square feet	800 square feet
Maximum Lot Area	4,000 square feet	4,000 square feet
Minimum Lot Width	20 feet (see D.iii. below)	20 feet (see D.iii. below)
Maximum Lot Width	40 feet (see D.iv. below)	40 feet (see D.iv. below)
Minimum Lot Depth	35 feet	35 feet
Front Yard Setbacks	75% of the building face shall be within 10 feet of the street curb. If easements are present, 75% of the building face shall be built to the easement line.	75% of the building face shall be within 10 feet of the street curb. If easements are present, 75% of the building face shall be built to the easement line.
Side Yard Setbacks		
Interior Lot	None	0 – 3 feet (as further defined below)
Corner Lot	Same as front	Same as front
Minimum Rear Yard	None	None
Minimum Height	1 story	1 story
Maximum Height	3 story, 50 feet (See D.ii. below)	3 story, 50 feet (See D.ii. below)
Maximum Lot Coverage	100%	100%
Minimum Lot Coverage	60% (See D.v. below)	60% (See D.v. below)

- B. Each dwelling unit shall be on an individually-platted lot, except for two family dwellings which may be platted in pairs.
- C. All utilities shall be provided separately to each two family dwelling unit such that each unit is individually metered.
- D. Standards for Allocation of Single-Family Residences.
 - i. No more than 75% of the lots within the development may be developed as single-family residence attached units. Two-family residences shall be considered single-family detached residences.
 - ii. A minimum of 25% of the lots must be developed with a maximum height of 2 story, 35 feet.
 - iii. A maximum of 50 residences may have a minimum lot width between 18 to less than 20 feet.
 - iv. A maximum of 50 residences may have a maximum lot width of 50 feet.
 - v. Units at the end of the block may have a reduced lot coverage where impacted by site constraints.
- E. Outdoor living areas, patios, and or decks are allowed above the second and third stories of buildings but shall not exceed the maximum building height.
- F. Maximum density must not exceed 40 dwelling units per acre.
- G. Minimum density must be 18 dwelling units per acre or greater.
- H. Maximum length of single-family residence attached buildings must not exceed 200 feet.
- I. Stoops and landscape areas adjacent to the building may extend a maximum distance of five feet into the area between the front facade of the building and the back of the street curb.
- J. Garages and Visitor Parking
 - i. Each dwelling unit shall have a garage with a minimum of two parking spaces. A maximum of 50 residences having not more than 1500 square feet and not more than 1.5 stories may have a garage with one parking space.

Exhibit "C" to Ordinance No. 2019-4-13

- ii. Tandem garage spaces are allowed.
 - iii. Single-family residence garages shall not be oriented toward a minor or major street, ring road, or open space.
 - iv. Garage entrances shall be allowed only from a mews street or alley.
 - v. The distance from the garage to the travel lane of the alley or mews street shall be 5 or less feet in length or shall be 20 feet or greater in length.
 - vi. Elimination of the garage space, by enclosing the garage with a stationary wall, shall be prohibited.
 - vii. 0.25 spaces per dwelling unit fronting a street with on-street parking and 0.75 spaces per dwelling unit fronting a mews (or similar street without on-street parking) for visitor parking is required within each block or an adjacent block. A parking study to consider alternative parking requirements may be utilized if approved by both the Director of Planning and Director of Engineering or designees.
- K. Buildings Separation and Easements:
- i. Single-family residence attached buildings must be separated by a minimum distance of 10 feet.
 - ii. Single-family residence detached and two-family residences must be separated by a minimum distance of three feet. A minimum 3-foot wide maintenance easement must be placed between lots to allow for property owner maintenance; the easement may be split between lots as long as the minimum three-foot distance is provided.
- L. Access and Frontage:
- i. No more than 50% of the lots within a development may abut a mews street or access a utility easement as the only point of street frontage and access.
 - ii. Lots may take access from a public street, mews street, or access and utility easement when utilizing a shared driveway.
 - iii. The frontage of any lot may be reduced to nine feet if it is a flag lot to a mews street.
- M. Single-family residential lots are not required to have yard trees as part of the residential development.

10.700.15 Additional Requirements and Restrictions

- A. A UMU district or a group of buildings within the district may not be walled, fenced, or restricted from general public access, except where single-family residences abut a major thoroughfare or non-residential district that is not a part of the UMU development. Fencing would be subject to approval of the Director of Planning or designee.
- B. The second building constructed and all subsequent buildings may not be further than 300 feet from another building. Construction of another phase of construction may begin before completion of a preceding phase.
- C. Signage located along exterior public rights-of-way must comply with Subsection 22.600 (Requirements for Freestanding Signs Located within an Overlay District) of Article 22 (Signs). All signage internal to the development must be consistent with the signage standards of Subsection 10.800.6 (Signs) of Section 10.800 Downtown/Business Government) of Article 10 (Nonresidential Districts).

Exhibit "C" to Ordinance No. 2019-4-13

- D. The landscape edge along Alma Drive may be reduced to 15 feet.
- E. Maximum Building Height: Within 400 feet of Alma Drive, the maximum building height shall be 50 feet. Between 400 and 800 feet from Alma Drive, the maximum building height shall be 75 feet.
- F. A Pattern Book shall be approved by the Planning & Zoning Commission as part of the site plan approval process for all phases of development.
- G. This district is exempted from restrictions in Section 13.500 (Yard Regulations) wherever the BG or CB-1 districts are exempted.
- H. Blocks A, D, E, F, K, L, U, and V may be excluded from the residential district boundary line benefits in Section 13.500.2.N, .3.I, and .4.D (Yard Regulations). This exclusion is triggered only when an adjacent property's development application includes this provision as a note on the plan.

Exceptions by Designated Block:

Block B

- i. Maximum Block Length: 1,000 feet if mews or other streets, and adequate internal pedestrian access is provided
- ii. Maximum Block Size: 3.6 acres

Block K

- i. Minimum Freestanding Nonresidential Building size: None
- ii. Minimum Building Height: One story

Block Q

If developed as a Superstore, the following exceptions shall apply:

- i. Maximum Block Length: 800 feet
- ii. Maximum Block Size: 5.6 acres
- iii. Minimum Lot Coverage: 30%
- iv. Maximum Single-Tenant Ground Floor: 100,000 square feet
- v. The building is not required to be lined with individual store fronts
- vi. Building setbacks: None

Block R

- i. Maximum Block Length: 900 feet
- ii. Maximum Block Size: 4.2 acres
- iii. Minimum Freestanding Nonresidential Building Size: None
- iv. Minimum Building Height: One story

Block S

- i. Maximum Block Length: 1,320 feet if two paseos are provided
- ii. Maximum Block Size: 8.9 acres
- iii. The 60% requirement for uses along the main street may include primary, secondary, and tertiary uses

Exhibit "C" to Ordinance No. 2019-4-13

Block W

- i. Maximum Block Size: 3.2 acres
- ii. Minimum Freestanding Nonresidential Building Size: None
- iii. Minimum Building Height: One story

Block X

- i. Maximum Block Length: 790 feet
- ii. Maximum Block Size: 3.7 acres
- iii. Minimum Lot Coverage: 30%
- iv. Minimum Building Height: 10-story, 150 feet
- v. Maximum Building Height: 20-story, 300 feet
- vi. Maximum Single-Tenant Ground Floor: 40,000 square feet

Block Y

- i. Maximum Block Size: 3.8 acres
- ii. Minimum Freestanding Nonresidential Building Size: None
- iii. Minimum Building Height: One story

Block Z

- i. Maximum Block Length: 810 feet
- ii. Maximum Block Size: 4.1 acres
- iii. Minimum Lot Coverage: 22%
- iv. Minimum Building Height: 10-story, 150 feet
- v. Maximum Building Height: 20-story, 300 feet
- vi. Maximum Single-Tenant Ground Floor: 40,000 square feet