

## **FIRST AMENDMENT TO POST-CLOSING AGREEMENT**

This First Amendment to Post-Closing Agreement ("First Amendment") is made and entered into by and between Collin County Community College District, a community college district organized and existing under the laws of the State of Texas (the "District"), Celina Development North, LLC, a Texas limited liability company ("Celina Development") and Bluewood Phase 1, LLC, a Texas limited liability company ("Bluewood Phase 1"), to be effective as of the First Amendment Effective Date (hereinafter defined).

The District and The George White Family Limited Partnership, a Texas limited partnership ("George White"), entered into that certain Post-Closing Agreement dated effective June 3, 2009 and recorded August 18, 2009 as Document No. 20090818001039850 (the "Agreement"), relating to certain land located in Collin County, Texas as more particularly described in the Agreement.

George White subsequently conveyed the Seller Property to Celina Development. Celina Development subsequently conveyed a portion of the Seller Property to Bluewood Phase 1.

The parties desire to amend the Agreement as provided herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the parties hereby agree as follows:

1. Covenants Running with the Land.

The following is hereby added to the end of Paragraph 4 of the Agreement:

"Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not be binding on and shall be deemed terminated as to any portion of the Seller Property which has been platted into single family residential lots as evidenced by a final plat of such lots recorded in the Real Property Records of Collin County, Texas.

Notwithstanding anything to the contrary in this Agreement, any obligation under this Agreement shall be enforceable only against the then owner of a Parcel and not against such Owner's predecessor-in-interest or successor-in-interest, and no owner of a Parcel shall have any liability under this Agreement resulting directly or indirectly from the acts or omission of a predecessor or successor owner of such Parcel or from the acts or omissions of such predecessor and successor owner's contractors, tenants or occupants or from occurrences on such Parcel at a time of ownership by any such predecessor or successor owner. Notwithstanding the foregoing, nothing in this Agreement shall serve to excuse or release an owner's predecessor-in-interest or successor-in-interest from liability for matters arising while such person or entity owned the Parcel. "Parcel" as used herein shall mean the Seller Property or the Purchaser Property, as applicable."

2. Estoppel.

The following is hereby added as Paragraph 8 to the Agreement:

"Each party agrees, upon written request, to provide such requesting party or its successor,

mortgagee, tenant, purchaser or successor or potential mortgagee, successor, purchaser or tenant, within 15 days following such request, an estoppel certificate stating to the issuer's knowledge as of such date: (a) that there is no default by either party under this Agreement or, if there is, specifying the nature of such default; (b) whether all amounts due under this Agreement have been paid in full; and (c) whether this Agreement is in full force and effect.”

3. Notices.

The following is hereby added as Paragraph 9 to the Agreement:

“All notices, demands or other communications given in connection with or required under this Agreement must be in writing and delivered to the person to whom it is directed; notices, demands or other communications not given in the manner set forth in this Paragraph 9 shall be void and of no effect. Notices, demands or other communications may be given by (a) hand delivery, (b) delivery service, (c) telecopy or (d) email with a PDF attachment with an original copy thereof transmitted to the recipient by one of the means described in subsections (a), (b) or (c) of this Paragraph 9. Any notice, demand or other communication given by certified mail, return receipt requested, shall be deemed to have been given and received upon deposit thereof (with proper postage affixed and addressed to the party to be notified as provided herein) with a post office or other depository under the care or custody of the United States Postal Service. Any notice, demand or other communication given by means other than certified mail, return receipt requested, shall be deemed to have been given and received when actually delivered to the below stated address of the party to whom it is addressed. All notices, demands and other communications shall be given to the parties hereto at the following addresses:

Celina Development  
and Bluewood Phase 1:

Hillwood Development Company, LLC  
3000 Turtle Creek Boulevard  
Dallas, Texas 75219  
Attn: Brian Carlock  
Fax: (972) 201-2959  
Email: [Brian.Carlock@Hillwood.com](mailto:Brian.Carlock@Hillwood.com)

With copy to: Hillwood Development Company, LLC  
3000 Turtle Creek Boulevard  
Dallas, Texas 75219  
Attn: Michele Ringnald  
Fax: (972) 201-2889  
Email: [Michele.Ringnald@Hillwood.com](mailto:Michele.Ringnald@Hillwood.com)

District:

Collin County Community College District  
3452 Spur 399  
McKinney, Texas 75069  
Attn: District President  
Phone: 972.758.3800  
Email: [nmatkin@collin.edu](mailto:nmatkin@collin.edu)

With copy to: Collin County Community College District  
3452 Spur 399  
Attn: Vice President of Administrative Services  
Phone: 972.758.3831  
Email: [klynn@collin.edu](mailto:klynn@collin.edu)

Any party entitled to receive notices hereunder may change the address for notice specified above by giving the other parties entitled to receive notices hereunder 5 days' advance written notice of such change of address.

4. School Site. The parties to this First Amendment hereby agree the real property described in Exhibit A attached hereto and made a part of is hereby released from the Agreement and the Agreement shall no longer affect such real property.

5. Miscellaneous.

(a) Capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement.

(b) In all other respects, the terms of the Agreement remain unchanged and in full force and effect.

(c) The District and Celina Development acknowledge and agree that there are no unwritten, oral agreements between the parties.

(d) In the event of any conflict between the meaning of any provision of this First Amendment and any provision of the Agreement, the provisions of this First Amendment shall control.

(e) All the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

(f) This First Amendment may be executed in multiple counterparts, each of which will be considered an original for all purposes, but which taken together will constitute one and the same instrument.

(g) The "First Amendment Effective Date" shall be the date of recording this First Amendment in the Real Property Records of Collin County, Texas.

SIGNATURE PAGE TO FOLLOW



CELINA DEVELOPMENT:

CELINA DEVELOPMENT NORTH, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF DALLAS    §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, \_\_\_\_\_ of Celina Development North, LLC, a Texas limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas



Exhibit A

School Site

BEING, a tract of land situated in the John Cahill Survey, Abstract No. 171 and the Shelby Glass Survey, Abstract No. 346, Collin County, Texas, and being a tract of land as described in instrument to The George White Family Limited Partnership, as recorded in County Clerk's File No. 2005-005697 of the Official Property Records of Collin County, Texas (O.P.R.C.C.T), and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northeast corner of a 90.0 foot wide right-of-way as shown on The Carter Ranch, Phase II, an addition to the City of Celina, recorded under Cabinet 2007, Page 292 of the Map Records Collin County, Texas, and being on the west line of said George White Family tract;

THENCE, departing the west line of the George White Family tract over and across the George White Family tract, North 89 degrees 21 minutes 24 seconds East a distance of 28.35 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the left having a central angle of 24 degrees 53 minutes 51 seconds, a radius of 143.00 feet, a chord bearing of North 76 degrees 54 minutes 29 seconds East, a chord distance of 61.65 feet;

THENCE, along said curve to the left an arc distance of 62.14 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a reverse curve to the right having a central angle of 36 degrees 32 minutes 19 seconds, a radius of 319.50 feet, a chord bearing of North 83 degrees 10 minutes 51 seconds East, a chord distance of 200.32 feet;

THENCE, along said curve to the right an arc distance of 203.75 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" at the POINT OF BEGINNING;

THENCE, North 00 degrees 33 minutes 04 seconds West a distance of 782.80 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 26 minutes 56 seconds East a distance of 358.85 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 30 degrees 00 minutes 00 seconds, a radius of 225.00 feet, a chord bearing of South 75 degrees 33 minutes 04 seconds East, a chord distance of 116.47 feet;

THENCE, along said curve to the right an arc distance of 117.81 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 60 degrees 33 minutes 04 seconds East a distance of 260.59 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 26 degrees 42 minutes 38 seconds, a radius of 225.00 feet, a chord bearing of South 47 degrees 11 minutes 4 seconds East, a chord distance of 103.94 feet;



THENCE, along said curve to the right an arc distance of 104.89 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 34 degrees 11 minutes 36 seconds East a distance of 117.68 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 09 degrees 16 minutes 24 seconds West a distance of 14.52 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a non-tangent curve to the left having a central angle of 43 degrees 53 minutes 46 seconds, a radius of 560.00 feet, a chord bearing of South 30 degrees 16 minutes 44 seconds West, a chord distance of 418.62 feet;

THENCE, along said curve to the left an arc distance of 429.03 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 50 degrees 20 minutes 57 seconds West a distance of 29.23 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a non-tangent curve to the left having a central angle of 21 degrees 38 minutes 55 seconds, a radius of 632.50 feet, a chord bearing of South 81 degrees 39 minutes 36 seconds West, a chord distance of 237.56 feet;

THENCE, South 70 degrees 50 minutes 08 seconds West a distance of 163.43 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 16 degrees 05 minutes 18 seconds, a radius of 143.00 feet, a chord bearing of South 78 degrees 52 minutes 47 seconds West, a chord distance of 40.02 feet;

THENCE, along said curve to the right an arc distance of 40.15 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a compound curve to the right having a central angle of 22 degrees 12 minutes 03 seconds, a radius of 334.50 feet, a chord bearing of North 81 degrees 58 minutes 32 seconds West, a chord distance of 128.80 feet;

THENCE, along said curve to the right an arc distance of 129.61 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a reverse curve to the left having a central angle of 07 degrees 40 minutes 29 seconds, a radius of 319.50 feet, a chord bearing of North 74 degrees 42 minutes 45 seconds West, a chord distance of feet;

THENCE, along said curve to the left an arc distance of 42.80 feet to the POINT OF BEGINNING and CONTAINING 12.00 of land, more or less.

**CONSENT AND SUBORDINATION**

The undersigned, **NORTH DALLAS BANK & TRUST CO.**, a Texas state chartered bank ("Phase 1 Lienholder"), hereby consents to the filing of the First Amendment to Post-Closing Agreement to which this Consent and Subordination is attached to and made a part of (the "First Amendment") and, subject to the terms and provisions of this Consent and Subordination, subordinates the lien and security interests of that certain Amended and Restated Deed of Trust, Assignment of Rents, Security Agreement, Fixture Filing and Financing Statement dated as of November 14, 2016, recorded under Document No. 20161114001545930 of the Real Property Records of Collin County, Texas as may be modified from time to time (as modified, the "Phase 1 Deed of Trust"), to the First Amendment; provided, however, this Consent and Subordination: (i) shall not be construed or operate as a consent and subordination to any amendment to or modification of the First Amendment and shall not be construed or operate as a release of the lien and security interests of the Phase 1 Deed of Trust, but shall instead confirm that the lien and security interests of the Phase 1 Deed of Trust shall hereafter be upon and against all applicable portions of the property subject to the First Amendment and made part of the Phase 1 Deed of Trust and (ii) shall not modify or amend the terms and provisions of the Phase 1 Deed of Trust.

**LIENHOLDER:**

**NORTH DALLAS BANK & TRUST CO.**

By: \_\_\_\_\_  
Allen Hudson, President - Dallas

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by Allen Hudson, President - Dallas of North Dallas Bank & Trust Co., on behalf of said bank.

\_\_\_\_\_  
Notary Public – State of Texas

**CONSENT AND SUBORDINATION**

The undersigned, **U.S. Bank National Association, d/b/a Housing Capital Company** ("Lienholder"), hereby consents to the filing of the First Amendment to Post-Closing Agreement to which this Consent and Subordination is attached to and made a part of (the "First Amendment") and, subject to the terms and provisions of this Consent and Subordination, subordinates the lien and security interests of that certain Deed of Trust (with Security Agreement and Assignment of Rents and Leases) dated as of March 23, 2016, recorded under Document No. 20160324000351270 and re-recorded to correct a scrivener's error under Document No. 20160720000930260 of the Real Property Records of Collin County, Texas as may be modified from time to time (as modified, the "Deed of Trust"), to the First Amendment; provided, however, this Consent and Subordination: (i) shall not be construed or operate as a consent and subordination to any amendment to or modification of the First Amendment and shall not be construed or operate as a release of the lien and security interests of the Deed of Trust, but shall instead confirm that the lien and security interests of the Deed of Trust shall hereafter be upon and against all applicable portions of the property subject to the First Amendment and made part of the Deed of Trust and (ii) shall not modify or amend the terms and provisions of the Deed of Trust.

**LIENHOLDER:**

**U.S. BANK NATIONAL ASSOCIATION,  
d/ba Housing Capital Company**

By: \_\_\_\_\_  
Sam A. Meade, Senior Vice President

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by Sam A. Meade, Senior Vice President of U.S. Bank National Association, d/b/a Housing Capital Company, on behalf of said bank.

\_\_\_\_\_  
Notary Public – State of Texas