

AFTER RECORDING, RETURN TO:

City Secretary
City of McKinney
P.O. Box 517
222 N. Tennessee Street
McKinney, Texas 75069

**City of McKinney, Texas
FACILITIES AGREEMENT**

(Rough Proportionality of Required Improvements)

CR 337 and CR 405 Addition, Lots 1 and 2, Block A

THIS AGREEMENT, entered into effective the ____ day of _____, 2022, by and between **CITY OF MCKINNEY**, a Texas municipal corporation and home-rule city ("CITY"), and **ALICE MA**, whose mailing address is 3936 Dubois Drive, Plano, Texas 75093, ("LANDOWNER") witnesseth that:

WHEREAS, the Subdivision Regulations of the City of McKinney, Texas contained in Chapter 142 of the Code of the City of McKinney, Texas (the "Subdivision Regulations") establish procedures and standards for the development and subdivision of real estate and for the surveying and platting thereof, requiring the installation of adequate public facilities to serve the subject property and providing penalties for violations, among other things; and

WHEREAS, Section 142-4(b) of the Subdivision Regulations extends the application of the Subdivision Regulations to all of the area outside of the corporate limits of the CITY, but within the extra-territorial jurisdiction of the CITY ("ETJ"); and

WHEREAS, Section 142-76(b)(10) of the Subdivision Regulations requires the execution of a Facilities Agreement prior to the issuance of a Development Permit for the clearing, grading, filling, dredging, or construction of public streets, utilities, or drainage, or other improvements which may affect adjacent or surrounding properties in certain circumstances described in Section 142-37 of the Subdivision Regulations, as amended; and

WHEREAS, the development of the two-lot subdivision to be known as the ***CR 337 and CR 405 Addition, Lots 1 and 2, Block A***, which subdivision is situated in the ETJ of the City of McKinney, involves certain pro rata payments, city participation in cost, escrow deposits or other future considerations, and/or other nonstandard development regulations, that trigger the requirement for a Facilities Agreement by and between the CITY and the LANDOWNER in accordance with Section 142-37 of the Subdivision Regulations, as amended; and

WHEREAS, the Subdivision Regulations also prohibit recording the Record Plat of a subdivision within the incorporated area of the City until the LANDOWNER has completed all of the public facilities required to serve the property being developed that must be dedicated to the City (“Public Improvements”) or has entered into a Facilities Agreement and guaranteed to the satisfaction of the CITY such improvements will be installed; and

WHEREAS, LANDOWNER has appealed, or requested a waiver or variance, from the requirements that the Public Improvements identified in Paragraph D, below, (the “Appealed Improvements”) must be designed and constructed before the recording of the Record Plat of the two-lot subdivision in the ETJ, to be known as the **CR 337 and CR 405 Addition, Lots 1 and 2, Block A**, (the “Plat”) because the required design and construction of those Appealed Improvements is not roughly proportionate to the impact generated by the development proposed to be constructed on the “Property,” defined below, as required by Texas Local Government Code § 212.904; and

WHEREAS, CITY concurs that the construction of three lots designed for one-single family dwelling unit on each such lot on the Property that is being platted as the **CR 337 and CR 405 Addition, Lots 1 and 2, Block A**, does not generate impacts roughly proportionate to require the design and construction of the Appealed Improvements but cannot unilaterally enforce the City’s zoning ordinance in the ETJ to restrict the use of the Property for two lots; and

WHEREAS, CITY and LANDOWNER desire to enter into a Facilities Agreement through a Development Agreement authorized by Section 212.172 of the Texas Local Government Code that will allow for the conditional deferral of the design and construction of the Appealed Improvements, specify the uses that can be made of the Property, and require that the Appealed Improvements be designed and constructed prior to any change or modification in the use presently proposed for the Property all as provided hereinafter below.

NOW THEREFORE, in consideration of the intent and desire of the LANDOWNER, as set forth herein, and to gain approval of the CITY to record said Plat, the LANDOWNER and CITY agree as follows:

A. PROPERTY

This Agreement is for Property located in the ETJ of the City of McKinney, that is situated on the southeast corner of County Road 405 and County Road 337, containing approximately 4.002 acres of land, more or less, in the H.T. Chenoweth Survey, Abstract No. 157, Collin County, Texas, and more fully described and depicted in the Record Plat of the **CR 337 and CR 405 Addition, Lots 1 and 2, Block A**, attached hereto as Exhibit A and fully incorporated herein by reference for all purposes allowed by law (the “Property”).

B. USES ALLOWED ON PROPERTY

The use of the Property shall be limited as follows:

1. The use of Lot 1, Block A of the Property shall be limited to one single-family dwelling (detached). Subject to the foregoing restrictions and the specific limitations set forth herein, the use of Lot 1, Block A of the Property shall otherwise conform to the requirements of the RED-1 Residential Estates District as set out in Section 146-68 of the Code of Ordinances, City of McKinney, Texas, as codified through Ordinance No. 2019-08-061, enacted on August 20, 2019. However, due to the fact that the Public Improvements required to serve the full development potential of Lot 1, Block A of the Property are not being designed and constructed by LANDOWNER the following permitted or accessory uses or uses requiring a special use permit under the RED-1 Residential Estates District as identified in the Schedule of Uses are prohibited:

1. Bed and breakfast;
2. Church, rectory, or other places of worship including church-operated day-care facilities and pre-schools;
3. College or university;
4. Museum, library, art gallery (public);
5. School, public, private or parochial;
6. Country club;
7. Golf course (public);
8. Park or playground (public);
9. Playfield or stadium (public);
10. Recreation center (public);
11. Swimming pool (public);
12. Garage or lot, parking (private); and
13. Private street development.

2. The use of Lot 2, Block A of the Property shall be limited to one approximately 18,000 square foot automobile repair and storage facility. Subject to the foregoing restrictions and the specific limitations set forth herein, the use of Lot 2, Block A of the Property shall otherwise conform to the requirements of the LI Light Industrial District as set out in Section 146-114 of the Code of Ordinances, City of McKinney, Texas, as codified through Ordinance No. 2019-08-061, enacted on August 20, 2019. However, due to the fact that the Public Improvements required to serve the full development potential of Lot 2, Block A of the Property are not being designed and constructed by LANDOWNER the following permitted or accessory uses or uses requiring a special use permit under the LI Light Industrial District as identified in the Schedule of Uses are prohibited:

1. Boardinghouse or rooming house;
2. Dormitories;

3. Church, rectory, or other places of worship including church-operated day-care facilities and pre-schools;
4. College or university;
5. Fraternal organization, lodge, civic club;
6. Halfway house;
7. Hospital;
8. Museum, library, art gallery (public);
9. School, business or trade;
10. School, public, private, or parochial;
11. Electrical generating plant;
12. Water treatment plant;
13. Amusement, commercial (indoor or outdoor);
14. Carnival or circus (temporary);
15. Country club;
16. Fitness club, gymnasium, exercise area or similar use;
17. Golf course (public or private);
18. Park or playground (public);
19. Playfield or stadium (public);
20. Private club;
21. Recreation area (private);
22. Recreation center (public);
23. Swim or tennis club;
24. Swimming pool (public or private);
25. Theater (indoor or outdoor);
26. Bus Station;
27. Car wash;
28. Heliport or helistop;
29. Motor freight terminal;
30. Railroad freight station, team truck, track or right-of-way;
31. Recreational vehicle sales;
32. Service station or motor vehicle fuel sales;
33. Taxi or shuttle service;
34. Truck fueling station;
35. Truck stop;
36. Bait shop;
37. Bakery or confectionary (retail);
38. Banks and financial institutions;
39. Barber or beauty shops;
40. Department or discount store;
41. Drug-store or pharmacy;
42. Farmers market;
43. Food stores, groceries;
44. Frozen food lockers;
45. Funeral homes and mortuaries;
46. Furniture sales;
47. Hardware store;

48. Hotel or motel;
49. Household appliance sales;
50. Mobile home display and sales;
51. Pawnshops;
52. Retail store (indoor);
53. Restaurant or cafeteria (carry-out, indoor service, drive-through window, or drive-in service);
54. Forestry, mining, and oil/gas drilling uses;
55. Indoor Gun Range;
56. Mini-warehouse;
57. Sanitary landfill;
58. Fairgrounds or rodeo;
59. Livestock auction; and
60. Stable (commercial).

C. DEDICATIONS FOR PUBLIC IMPROVEMENTS

LANDOWNER hereby agrees to dedicate the following easements and rights-of-way at no cost to CITY, in accordance with the CITY's Subdivision Ordinance and as approved by CITY Engineer.

1. THOROUGHFARES

LANDOWNER shall dedicate, at no cost to CITY, that amount of right-of-way along perimeter roadways adjacent to the Property (as reflected on the plat heretofore approved by the CITY) which dedication will yield one-half ($\frac{1}{2}$) of the ultimate right-of-way width that is not already dedicated by plat or legal instrument as road right-of-way at such time as the Property is platted. If platting of the Property is delayed and the perimeter roadway right-of-way described above has not previously been dedicated, LANDOWNER shall dedicate the right-of-way along perimeter roadways adjacent to the Property as required herein above upon receipt of the written request of the CITY's Engineer. Such right-of-way dedication shall include:

- a. A thirty-foot (30') wide right-of-way for County Road 337 that runs along the west side of the Property and for County Road 405 that runs along the north side of the Property, as more particularly depicted in the Plat attached hereto as Exhibit "A" and is incorporated herein by reference for all purposes allowed by law.

2. UTILITIES

LANDOWNER shall dedicate all easements, at no cost to CITY, specifically including, but not limited to, easements for water, sanitary sewer and storm water drainage to provide service to the Property in accordance with CITY standards, at such time as the Property is platted. If platting of the Property is

delayed and the easements described herein have not previously been dedicated, LANDOWNER shall dedicate the easements as required herein upon receipt of the written request of the CITY's Engineer.

- a. A fifteen foot (15') Water and Sewer Easement that runs along the west side of the property.

D. CONDITIONAL DEFERRAL OF CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS UNTIL FURTHER DEVELOPMENT OCCURS

1. LANDOWNER has appealed, or requested a waiver or variance, from the requirements of Section 142-105 of the Subdivision Ordinance that the LANDOWNER shall design and construct certain Public Improvements because the LANDOWNER'S portion of the costs required for such Public Improvements exceed the amount that is roughly proportionate to the proposed development to be constructed on the Property as set forth in Paragraph B, above, and that such exactions exceed the limits allowed by Texas Local Government Code § 212.904.
2. CITY agrees that the required exactions exceed the impacts of the two lots to be constructed on the Property as set forth in Paragraph B, above, and hereby determines that LANDOWNER is conditionally relieved of the obligation to design and construct the following Public Improvements, at no cost to CITY, as required by Section 142-105 of the Subdivision Ordinance:
 - a. The requirement to construct a minimum twenty-four foot (24') wide concrete curb and gutter pavement section of County Road 337 and County Road 405, including the associated street lighting, sidewalks, underground drainage systems, and other appurtenances; and
 - b. The requirement to construct on-site and, if necessary off-site, underground storm drainage facilities to capture storm water drainage upon and across the Property; and
 - c. The requirement to construct a minimum 12-inch diameter water line along County Road 337 including approximately three (3) miles of offsite 12-inch and 24-inch minimum diameter water lines and appurtenances capable of supplying adequate domestic and fire flow to and through the Property from the nearest City of McKinney water line; and
 - d. The requirement to construct a minimum 21-inch diameter sanitary sewer line to the Property together with approximately two (2) miles of offsite 30-inch minimum diameter sanitary sewer lines capable of serving the property from the nearest City of McKinney sewer line.

3. Notwithstanding the foregoing, at such time as the Property is further subdivided or replatted or the use of the Property is altered, changed, increased, expanded or enlarged from the uses identified in Paragraph B above, (“Change in Conditions”) the conditional relief or deferral afforded to the LANDOWNER from the requirements of Section 142-105 of the Subdivision Ordinance as enunciated in Paragraph No. 2 of this Paragraph D shall terminate and the LANDOWNER shall be required to promptly, and no later than sixty (60) days after such Change in Conditions occurs to, conform to all CITY development ordinances then applicable to the Property. However, the Property could be replatted to incorporate additional adjacent raw undeveloped land into the Property without terminating the conditional relief or deferral afforded to the LANDOWNER by and through Paragraph No. 2 of this Paragraph D provided that there is no other Change in Condition associated with the Property or the additional adjacent raw undeveloped land incorporated into the Property by such replat. In addition, LANDOWNER reserves the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LANDOWNER to avoid the termination of the conditional relief or deferral afforded to the LANDOWNER by and through this Agreement.
4. At such time as the Property or any part or portion of the Property is connected to the City’s potable water system and/or sanitary sewer system, LANDOWNER shall pay all then applicable tap fees, connection fees, meter fees, impact fees, pro rata fees and/or service fees as may be required by CITY regardless of the name by which such fees and charges may be called subject to the requirements of state law.

E. CONDITIONAL VARIANCES ALLOWED UNTIL FURTHER DEVELOPMENT OCCURS

1. For so long a period of time as the conditional deferral of designing and constructing the Public Improvements identified in Paragraph D are in effect and allowed, the following conditional variances to the then currently adopted edition of the Subdivision Ordinance are permitted **provided that the LANDOWNER indemnifies and holds the CITY harmless from and against any and all claims arising out of or in any way related to the following conditional variances requested by LANDOWNER:**
 - a. The LANDOWNER will not be required to install roadway improvements that are capable of providing adequate public and emergency services access intended for the safe, efficient, and orderly development of the City to all or any part of the Property, as required by Section 142-105 of the Subdivision Ordinance.
 - b. The LANDOWNER will not be required to install a water system that is capable of furnishing the domestic flow and fire flow and pressures intended

to provide sufficient fire protection for the safe, efficient and orderly development of the City to all or any part of the Property, as required by Section 142-105 of the Subdivision Ordinance.

- c. The LANDOWNER will not be required to install a sanitary sewer system that is capable of servicing the domestic wastewater flow intended for the safe, efficient, and orderly development of the City to all or any part of the Property, as required by Section 142-105 of the Subdivision Ordinance.
 - d. The LANDOWNER will be allowed to use a properly permitted on-site sewerage facility (OSSF) that conforms to all requirements of the Texas Commission on Environmental Quality, Collin County (OSSF permitting authority), and the CITY.
 - e. The LANDOWNER will not be required to collect drainage in an underground storm water system intended for the safe, efficient, and orderly development of the City to all or any part of the Property, as required by Section 142-105 of the Subdivision Ordinance.
2. Notwithstanding the foregoing, at such time as the Property is further subdivided or replatted or the use of the Property is altered, changed, increased, expanded or enlarged from the uses identified in Paragraph B above, or the zoning on that portion of the Property which is situated within the City's corporate limits is changed to a more intense use, the conditional variances afforded to the LANDOWNER as enunciated in Paragraph No. 1 of this Paragraph E shall terminate and the LANDOWNER shall be required to promptly, and no later than sixty (60) days after such Change in Conditions occurs to, conform to all CITY development ordinances then applicable to the Property. However, the Property could be replatted to incorporate additional adjacent raw undeveloped land into the Property without terminating the conditional relief or deferral afforded to the LANDOWNER by and through Paragraph No. 2 of Paragraph D of this Agreement provided that there is no other Change in Condition associated with the Property or the additional adjacent raw undeveloped land incorporated into the Property by such replat. In addition, LANDOWNER reserves the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LANDOWNER to avoid the termination of the conditional relief or deferral afforded to the LANDOWNER by and through this Agreement.

F. CITY DEVELOPMENT ORDINANCES

If LANDOWNER decides to develop the Property, LANDOWNER shall develop the Property in accordance with the standards as set forth in the City of McKinney zoning, subdivision and land development ordinances that are applicable in the ETJ or pursuant to this Agreement, including but not limited to provisions as to drainage, erosion control, pro rata payments, storm water, tree preservation,

impact fees, Street Design Standards, Public Improvements Policy and construction standards except as herein specifically agreed to the contrary.

G. NO WAIVER

LANDOWNER expressly acknowledges that by entering into this Agreement, LANDOWNER, their successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any Exhibits as waiving any of the requirements of the Subdivision Ordinance or any other ordinance of the CITY except as herein specifically agreed.

H. VARIANCES

It is expressly acknowledged that only those variances to the Subdivision Ordinance or other applicable CITY ordinances specifically stipulated in this Agreement are granted by CITY for this subdivision and/or development.

I. INDEMNITY AND HOLD HARMLESS AGREEMENT

LANDOWNER, their successors, assigns, vendors, grantees, and/or trustees does hereby agree to fully indemnify, protect and hold CITY harmless from all third-party claims, suits, judgments, and demands, including its reasonable attorney's fees, arising out of the sole or concurrent negligence of LANDOWNER, and only to the extent or percentage attributable to LANDOWNER, in the subdividing, development, or construction of public improvements, including the negligent maintenance thereof. LANDOWNER shall not be responsible for or be required to indemnify CITY from CITY'S own negligence. LANDOWNER, their successors, assigns, vendors, grantees, and/or trustees do hereby further agree to fully indemnify, protect and hold CITY harmless from and against any and all claims arising out of or in any way related to the CITY's approval and granting and/or termination of the conditional deferrals and conditional variances requested by LANDOWNER and set out in Paragraphs D and F above. The indemnity contained in this Paragraph shall expire five (5) years from the date of termination of this Agreement.

J. WITHHOLDING APPROVALS AND PERMITS

In the event LANDOWNER fails to comply with any of the provisions of this Agreement, CITY shall be authorized to withhold any plat approvals and/or requests for permits associated with any development on the Property that conflicts with the provisions of Paragraph B of this Agreement or which requires compliance to Paragraphs D.3, D.4, or E.2 of this Agreement.

K. ROUGH PROPORTIONALITY AND WAIVER OF CLAIMS.

LANDOWNER has been represented by legal counsel in the negotiation of this Agreement and been advised, or has had the opportunity to have legal counsel review this Agreement and advise LANDOWNER, regarding LANDOWNER'S rights under Texas and federal law. LANDOWNER hereby waives any requirement that the CITY retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the CITY as a condition of approval for the development of this Property are roughly proportional or roughly proportionate to the proposed development's anticipated impact. (These exactions may include but are not limited to the making of dedications or reservations of land, the payment of fees, the construction of facilities, and the payment of construction costs for public facilities.) LANDOWNER specifically reserves their right to appeal the apportionment of municipal infrastructure costs in accordance with Tex. Loc. Gov't Code § 212.904. **However, notwithstanding the foregoing, LANDOWNER hereby releases the City from any and all liability under Tex. Loc. Gov't Code § 212.904 regarding or related to the cost of any municipal infrastructure improvements required for the development of the Property.**

It is the intent of this Agreement that the provision for roadway and utility improvements made herein constitutes a proportional allocation of LANDOWNER'S responsibility for roadway and utility improvements for the Property. LANDOWNER hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Tex. Loc. Gov't. Code. LANDOWNER further releases CITY from any and all claims based on excessive or illegal exactions; it being agreed that LANDOWNER'S infrastructure contribution(s) (after receiving all contractual offsets, credits and reimbursements as well as the conditional deferrals and conditional variances granted herein) is roughly proportional or roughly proportionate to the demand that is placed on the roadway and utility systems by LANDOWNER'S Property. LANDOWNER further acknowledges that the benefits of platting have been accepted with full knowledge of potential claims and causes of action which may be raised now, and in the future, and LANDOWNER acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. **LANDOWNER shall indemnify and hold harmless CITY from any claims and suits of third parties, including but not limited to LANDOWNER'S successors, assigns, grantees, vendors, trustees or representatives, brought pursuant to this Agreement or the claims or types of claims described in this paragraph.**

L. CONTINUITY

This Agreement shall be a covenant running with the land, and be binding upon LANDOWNER, their successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

M. ASSIGNABILITY

This Agreement shall not be assignable by LANDOWNER without the prior written consent of the CITY, and such consent shall not be unreasonably withheld, conditioned or delayed by CITY.

N. TERM

Pursuant to Section 212.172 of the Texas Local Government Code this Agreement may be valid for a term of up to forty-five (45) years unless earlier terminated by breach or pursuant to the specific provisions of Paragraphs D or E of this Agreement.

O. GENERAL PROVISIONS

1. LANDOWNER agrees that construction shall not begin on any proposed building improvements prior to City Council approval of this Agreement.
2. LANDOWNER agrees that all coordination required with public and/or private utility agencies to eliminate conflicts with proposed street grades or underground improvements shall be the responsibility of LANDOWNER. Likewise, coordination with agencies requiring special conditions (i.e., railroads and the Texas Department of Transportation) shall be the responsibility of LANDOWNER.
3. CITY agrees to record said Plat at such time as the Plat complies with the requirements set forth by the Subdivision Ordinance of CITY, and has been approved in the manner described therein.

CITY OF MCKINNEY

By: _____
PAUL G. GRIMES
City Manager

Date Signed: _____

ATTEST:

EMPRESS DRANE
City Secretary
JOSHUA STEVENSON
Deputy City Secretary

LANDOWNER:

MA ALICE

By: _____

Date Signed: _____

THE STATE OF TEXAS,
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared PAUL G. GRIMES, City Manager of the **CITY OF MCKINNEY**, a Texas Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2022.

Notary Public _____ County, Texas
My commission expires _____

THE STATE OF TEXAS,
COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2022, by **MA ALICE** in her capacity as Landowner of the Property situated on the southeast corner of County Road 337 and County Road 405, containing approximately 4.002 acres of land, more or less, in the H.T. Chenoweth Survey, Abstract No. 157, Collin County, Texas, and more or less, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes set forth therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2022.

Notary Public _____ County, Texas
My commission expires _____

PREPARED IN THE OFFICES OF:

BROWN & HOFMEISTER, L.L.P.
740 East Campbell Road, Suite 800
Richardson, Texas 75081
214/747-6100
214/747-6111 Fax

EXHIBIT A

RECORD PLAT OF PROPERTY

(See following page.)

OWNERS CERTIFICATION:

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, ALICE MA is the owner of a 4,002 acre tract (as surveyed) of land, situated in the H. T. Chenoweth Survey, Abstract No. 157, in the Extraterritorial Jurisdiction of the City of McKinney, Collin County, Texas, and being more particularly described as recorded under Document No. 201902200330390, O.P.R.C.C.T., and the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described, as follows:

BEGINNING at a 3/4" iron rod found for the northeasterly corner of said 4,002 acre tract, same being at the intersection of County Road No. 337 and County Road No. 405, same being the southeasterly corner of a tract of land, described by deed to Joseph M. Patton and Evita R. Patton, as recorded in Volume 517, Page 1, of the Deed Records, Collin County, Texas (D.R.C.C.T.), same being in the easterly line of a tract of land, described by deed to The Jean Phillips, as recorded under Document No. 2017062800044450, O.P.R.C.C.T.;

THENCE South 88°39'19" East, along the common line between said 4,003 acre and Patton tracts, same being along said County Road No. 405, a distance of 306.06' to a magnetic nail set for the northeasterly corner of said 4,003 acre tract;

THENCE South 00°18'37" West, along the easterly line of said 4,003 acre tract, passing a 1/2" iron pipe found for reference, at a distance of 30.12' and continuing in all a total distance of 569.21' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set for the southeasterly corner of said 4,003 acre tract;

THENCE North 88°44'19" West, along the southerly line of said 4,003 acre tract, a distance of 306.38' to a 3/8" iron rod found for the southwesterly corner of said 4,003 acre tract, same being in County Road No. 337;

THENCE North 00°20'04" East, along the westerly line of said 4,003 acre tract, same being along said County Road No. 337, a distance of 569.65' to the **POINT OF BEGINNING** and containing 174,347 square feet or 4,002 acres of land, more or less.

OWNERS DEDICATION:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, ALICE MA is the owner of the above described property and does hereby assign, dedicate and convey to the City of McKinney, Texas, all and singular the right, title and interest therein, together with all appurtenances, for the use and accommodation of the City of McKinney and all public utilities desiring to use or using same. All public utilities shall have the right to install, maintain and repair any and all public utilities on or over any and all public utility easements, easements, or rights-of-way created hereunder, and the City of McKinney shall have the right to construct, reconstruct, inspect, patrol, maintain and add to or remove all or parts of its respective systems without the necessity of obtaining any permit or approval from any agency. This plat is approved subject to all existing ordinances, rules, regulations and resolutions of the City of McKinney.

WITNESS MY HAND and SEAL OF OFFICE on this, the _____ day of _____, 2021.

Alice Ma - Owner

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Alice Ma, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in the capacity therein stated and for the purposes therein expressed.

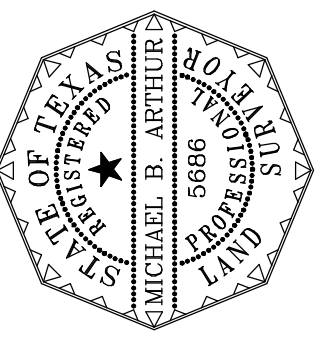
WITNESS MY HAND AND SEAL OF OFFICE on this, the _____ day of _____, 2021.

NOTARY PUBLIC in and for the State of Texas.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MICHAEL B. ARTHUR, do hereby certify that I prepared this plat from an actual on-the-ground survey of the above described property, and that the corner monuments shown hereon were found or were placed by me in accordance with the Platting Rules and Regulations of the City of McKinney, Collin County, Texas.



Michael B. Arthur
Professional Land Surveyor
Texas Registration No. 5686

Date: _____

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared MICHAEL B. ARTHUR, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE on this, the _____ day of _____, 2021.

NOTARY PUBLIC in and for the State of Texas

RECORD PLAT
CR 337 AND CR 405
ADDITION

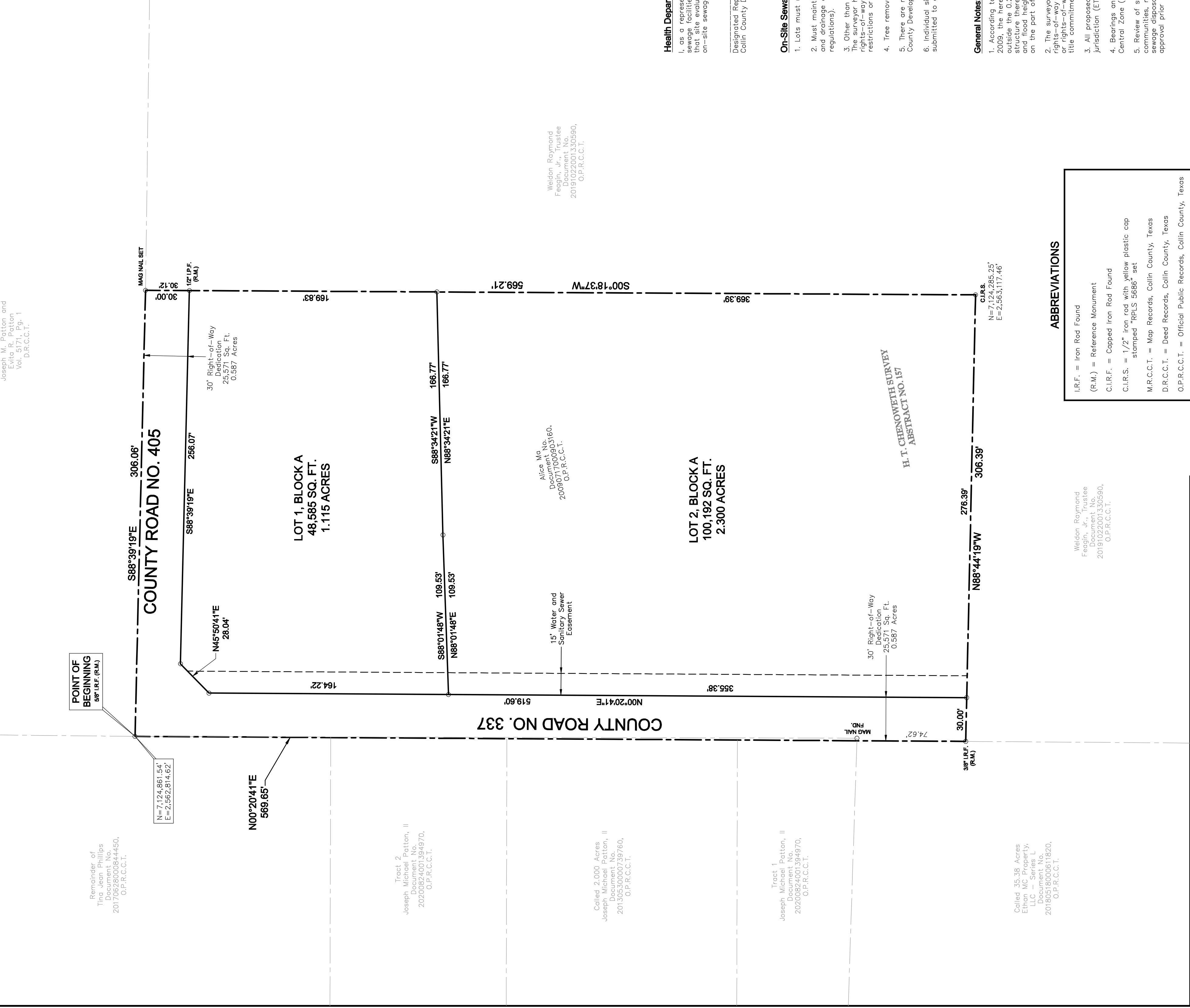
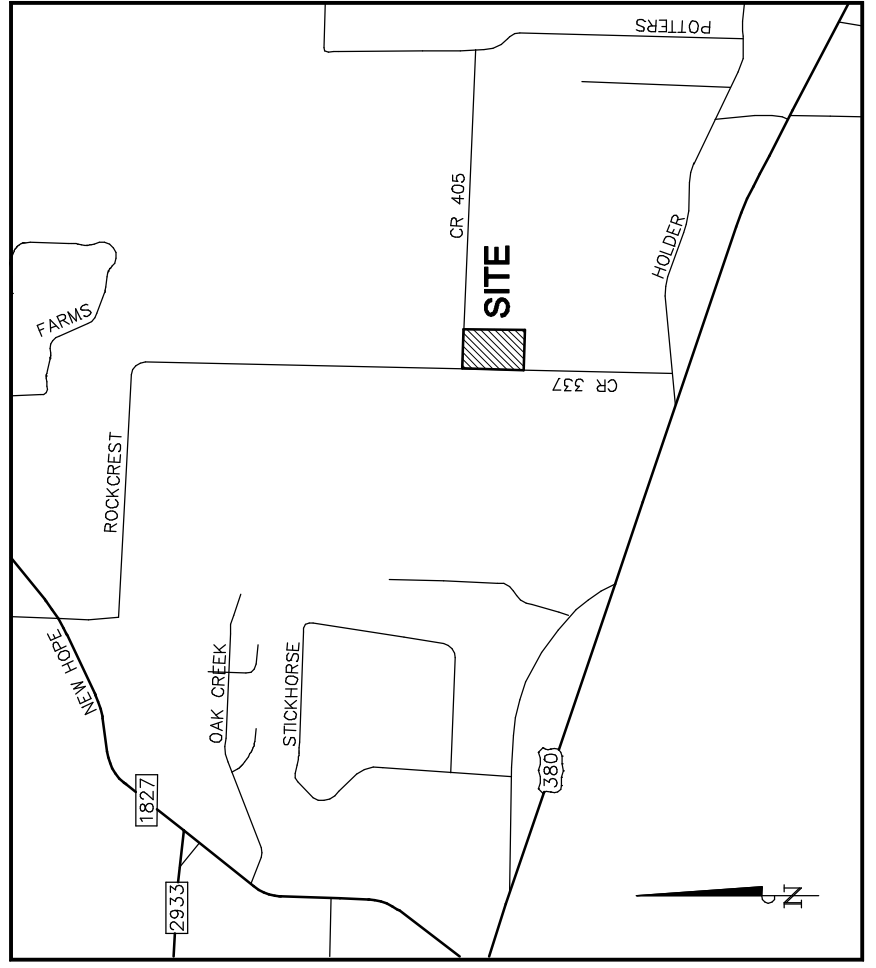
LOTS 1 AND 2, BLOCK A

174,347 Sq. Ft. / 4,002 Acres in the
H. T. Chenoweth Survey, Abstract No. 157
in the Extraterritorial Jurisdiction of the
City of McKinney, Collin County, Texas
Preparation Date: June 08, 2021
Scale: 1" = 40'

OWNER:
Alice Ma
4232 Cretekens
Plano, TX 75073
(469) 458-2770

SURVEYOR:
North Texas Surveying, LLC
1015 West University
McKinney, TX 75069
(469) 424-2074
www.northtexasurveying.com
Firm Registration No. 10074900
Contact: Chad Holcomb

CERTIFICATE OF APPROVAL
Approved: _____ Date: _____
City Manager
City of McKinney, Texas
Attest: _____ Date: _____
City Secretary
City of McKinney, Texas



Health Department Certification

I, as representative of Collin County, Development Services, do hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, and that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

Designated Representative for Collin County Developmental Services
Date: _____

On-Site Sewage Facility Notes

1. Lots must utilize alternative type On-Site Sewage Facilities.
2. Must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements (regardless of setback type) of ponds, etc. (Per State regulations). No variances will be granted for setbacks or for OSSF reduction.
3. Other than shown herein, by the previously recorded plat, there were no easements provided to the surveyor. The surveyor is not responsible for any easements or rights-of-way affecting the herein described property, or for any restrictions or rights-of-way that may be required for OSSF in any way.
4. Tree removal and/or grading for OSSF may be required on individual lots.
5. There are no water wells noted on the lot and no water wells are allowed without prior approval from Collin County Development Services.
6. Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County prior to construction of any OSSF system.

General Notes:

1. According to the Flood Insurance Rate Map of Collin County, Texas, Map No. 48085C0285L, Map Revised June 02, 2009, the herein described property is located in Zone "X", described by said map to be "areas determined to be subject to flooding and/or high winds but not subject to wave surge or storm surge. The probability of structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur on the part of the surveyor in any way.
2. The surveyor has relied on the herein described subject deed with regard to any easements, restrictions, or rights-of-way affecting the above described property. No additional research regarding said easements, restrictions or rights-of-way has been performed by the surveyor. This survey was completed without the benefit of a current title commitment.
3. All proposed lots situated entirely outside the City's corporate limits and within the City's extraterritorial jurisdiction (E.T.J.) comply with the requirements of the subdivision ordinance.
4. Bearings and coordinates (grid values) shown, are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD83. Grid to surface conversion is 1.00015435, at base point 0.0.
5. Review of subdivision or development plans. Persons proposing residential subdivisions, manufactured housing communities, multi-unit residential developments, business parks, or other similar structures that use OSSF's for sewage disposal shall submit planning materials for these developments to the permitting authority and receive approval prior to submitting an OSSF application.

Joseph M. Patton and Evita R. Patton
Vol. 517, Pg. 1
D.R.C.C.T.

POINT OF BEGINNING
3/4" I.R.F. (R.M.)

COUNTY ROAD NO. 405
S88°39'19"E 306.06'

30' Right-of-Way Dedication
25.571 Sq. Ft.
0.587 Acres

LOT 1, BLOCK A
48,585 SQ. FT.
1.115 ACRES

LOT 2, BLOCK A
100,192 SQ. FT.
2.300 ACRES

COUNTY ROAD NO. 337
N00°20'41"E 519.60'

H.T. CHENOWETH SURVEY
ABSTRACT NO. 157

ABBREVIATIONS

- I.R.F. = Iron Rod Found
- (R.M.) = Reference Monument
- C.I.R.F. = Capped Iron Rod Found
- C.I.R.S. = 1/2" iron rod with yellow plastic cap stamped "RPLS 5686" set
- M.R.C.C.T. = Map Records, Collin County, Texas
- D.R.C.C.T. = Deed Records, Collin County, Texas
- O.P.R.C.C.T. = Official Public Records, Collin County, Texas