



AFTER RECORDING, RETURN TO:

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

City of McKinney, Texas
ESCROW AGREEMENT
(McKinney Ranch Parkway Median Opening & Left-Turn Lane)

ONCOR ELECTRIC DELIVERY COMPANY LLC

THIS ESCROW AGREEMENT, entered into effective the 12th day of February, 2018, by and between **CITY OF MCKINNEY**, a Texas municipal corporation and home-rule city ("CITY"), and **ONCOR ELECTRIC DELIVERY COMPANY LLC**, a Delaware Limited Liability Company, whose mailing address is 1616 Woodall Rogers Freeway, Dallas, Texas, 75202-1234, ("OWNER") witnesseth that:

WHEREAS, OWNER owns certain property situated along the south side of McKinney Ranch Parkway in the City of McKinney, Texas (the "Property") as more particularly described in Exhibit A incorporated herein by reference for all purposes allowed by law; and

WHEREAS, OWNER has requested that CITY design, construct and install a median opening and left-turn lane in the median of McKinney Ranch Parkway that will allow for left-turns from westbound McKinney Ranch Parkway into OWNER's Property; and

WHEREAS, OWNER and CITY have agreed that such median opening and left-turn lane from westbound McKinney Ranch Parkway into OWNER's Property together with all necessary appurtenances (individually and collectively "Improvements") shall be paid for by OWNER; and

WHEREAS, OWNER has agreed to escrow the cost and expense of said Improvements with CITY and to be responsible for any additional costs arising out of the construction of the Improvements; and

WHEREAS, CITY has determined that a median opening and left-turn lane is permitted at the requested location of McKinney Ranch Parkway pursuant to the CITY's Code of Ordinances and the Uniform Manual on Traffic Control Devices; and

NOW THEREFORE, in consideration of the intent and desire of the OWNER, as set forth herein, and to gain approval of the CITY to construct the Improvements, the OWNER and CITY agree as follows:

A. RECITALS

All of the above Recitals are found to be true and correct and are incorporated into the body of this Agreement by reference as if copied in their entirety herein.

B. IMPROVEMENTS

OWNER and CITY have agreed that CITY will construct certain Improvements the costs of which Improvements shall be reimbursed from the funds that OWNER has escrowed with the CITY for such purpose pursuant to this Escrow Agreement. The Improvements are more particularly described in Exhibit B attached hereto and incorporated herein by reference for all purposes allowed by law. OWNER shall be responsible for paying all costs and expenses related to and arising out of the design and construction of the Improvements that are incurred by CITY.

C. ESCROW

1. OWNER shall escrow a cash deposit with the CITY in the amount of Sixty-Six Thousand Eight Hundred Ten and Thirty-Seven/One Hundredths Dollars (\$66,810.37) (the "Escrow Amount") for payment of costs associated with the design and construction of the Improvements contemporaneously with the execution of this Agreement. The Escrow Amount is an amount equal to one hundred twenty percent (120%) of the total of the Engineer's Opinion of Probable Cost attached hereto as Exhibit C incorporated herein by reference for all purposes allowed by law. The CITY shall hold these funds in a non-interest-bearing escrow account in accordance with this Agreement.
2. OWNER agrees and understands that the CITY makes no assurances or representations that the Improvements will be constructed and accepted prior to any date certain or in conjunction with the completion or acceptance of any particular development phase of the Property. The CITY shall be allowed to undertake the design, construction and acceptance of the Improvements at such time as the CITY deems it desirable or necessary, and in the sole discretion of the CITY.
3. OWNER agrees that the CITY shall have the right to enter upon OWNER's property to survey, stake, bore, construct and install the Improvements at such time as the CITY deems necessary. The CITY may at its sole option and discretion enter into one or more agreements with third parties who shall be authorized to design and/or construct the

Improvements and enter upon OWNER'S property to survey, stake, bore, construct and install the Improvements at the CITY's direction.

4. OWNER specifically authorizes the CITY to utilize the funds escrowed pursuant to this Agreement to pay for the design and construction of the Improvements and all necessary appurtenances to said Improvements. Upon acceptance of the Improvements and the payment of any and all costs and expenses associated with the Improvements, any unused amount of the Escrow Deposit held by CITY shall be returned to OWNER.
5. In the event that OWNER's Escrow Amount is less than the actual cost and expense of designing and constructing the Improvements including, but not limited to, all necessary related costs such as acquiring payment bonds, performance bonds, maintenance bonds and insurance coverage for the design and construction of the Improvements OWNER shall reimburse the CITY for any and all reasonable and necessary additional costs and expenses ("Underpayment"). OWNER shall reimburse the CITY the total amount of any undisputed amount of Underpayment within thirty (30) days after the CITY provides OWNER notice of such Underpayment.

D. NO WAIVER

OWNER expressly acknowledges that by entering into this Agreement, OWNER, its 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 Zoning Ordinance or Subdivision Ordinance or any other ordinance of the CITY except as herein specifically agreed.

E. INDEMNITY AND HOLD HARMLESS AGREEMENT

OWNER, its successors, and assigns, do 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 OWNER, and only to the extent or percentage attributable to OWNER, in the subdividing, development, or construction of public improvements, including the negligent maintenance thereof. OWNER shall not be responsible for or be required to indemnify CITY from CITY'S own negligence. The indemnity contained in this Paragraph shall expire five (5) years from the date of final acceptance of each phase of the Improvements.

F. REVOCATION

In the event OWNER fails to comply with any of the provisions of this Agreement, CITY shall be authorized to file this instrument in the records of Collin County as a Mechanic's Lien against OWNER's property; and in the alternative, CITY shall

be authorized to levy an assessment against OWNER's property for public improvements to be held as a tax lien against the Property by CITY.

G. CONTINUITY

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

H. ASSIGNABILITY

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

I. TERMINATION AND RELEASE

Upon completion and final acceptance of the Improvements by CITY and the return of any unused funds from the Escrow Amount to OWNER or the payment of any Underpayment by OWNER to CITY, this Agreement shall terminate and CITY will execute a release of covenant to OWNER, its heirs, successors, assigns, grantees, representatives, and all others holding any interest now or in the future.

J. GENERAL PROVISIONS

1. OWNER hereby relieves CITY of any responsibilities for any inadequacies in the preliminary plans, exhibits and cost estimate supplied for the purpose of this Agreement, and further agrees that OWNER will comply with CITY'S Subdivision Regulations, Street Design Standards, Public Improvements Policy, if applicable, and any other applicable policies, rules, regulations and ordinances of CITY regarding development of the Property.

CITY OF MCKINNEY

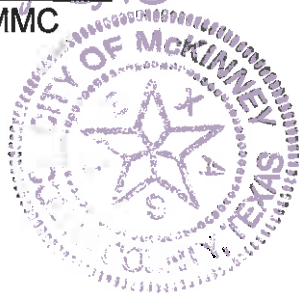
By: 
PAUL G. GRIMES
City Manager

Date Signed: 2/12/18

Attest:

Sandy Hart 2/13/18

SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary



**ONCOR ELECTRONIC DELIVERY
COMPANY LLC**, a Delaware Limited
Liability Company

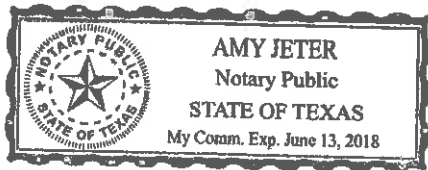
By: *Jill L. Alvarez*
Name: JILL L. ALVAREZ
Title: Attorney-In-Fact
Date Signed: 1/16/18

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 12 DAY OF Feb, 2017⁸

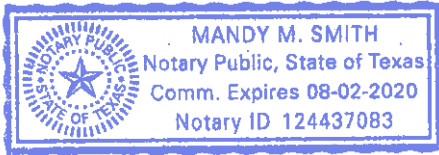
Amy Jeter
Notary Public, Collin County, Texas
My commission expires 2018



THE STATE OF TEXAS,
COUNTY OF Tarrant

This instrument was acknowledged before me on the 16th day of January, 2017, by Jill Alvarez, in his capacity as Attorney-in-Fact of **ONCOR ELECTRONIC DELIVERY COMPANY, LLC**, a Delaware Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of and as the act of the company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF January, 2017.



[Signature]
Notary Public Tarrant County, Texas
My commission expires 08-02-2020

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

DESCRIPTION OF PROPERTY

Being all that certain lot, tract of parcel of land situated in the J. Phillips Survey, Abstract No. 719, Collin County, Texas and being a portion of Block A and all of Block B of Foxworth-Galbraith Addition, an addition to the City of McKinney, Collin County, Texas, according to the Map thereof recorded in Volume B, Page 126, Map Records of Collin County, Texas, same being a portion of 15.696 acre tract of land conveyed to Foxworth-Galbraith Lumber Company by deed recorded in Volume 4548 at Page 16 of the Real Property Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an aluminum monument found in the North Right-of-Way line of State Highway No. 121 (variable width Right-of-Way), same being the Northeast corner of a 1.345 acre tract of land conveyed to State of Texas by deed recorded in Volume 4798 at Page 2016 of the Real Property Records of Collin County, Texas and being in the East line of said Block A Foxworth-Galbraith Addition, said point also being the Southwest corner of Lot 1 in Block A. of the McKinney South Substation Addition, an addition to the City of McKinney, Texas, according to the plat thereof recorded in Volume 2008 at Page 528 of the Map Records of Collin County, Texas;

THENCE South 65° 16' 18" West along the Northwesterly Right-of-Way line of said State Highway No. 121 for a distance of 386.05 feet to a 5/8" iron rod set for corner, said point being the Northwest corner of said 1.345 acre State of Texas tract;

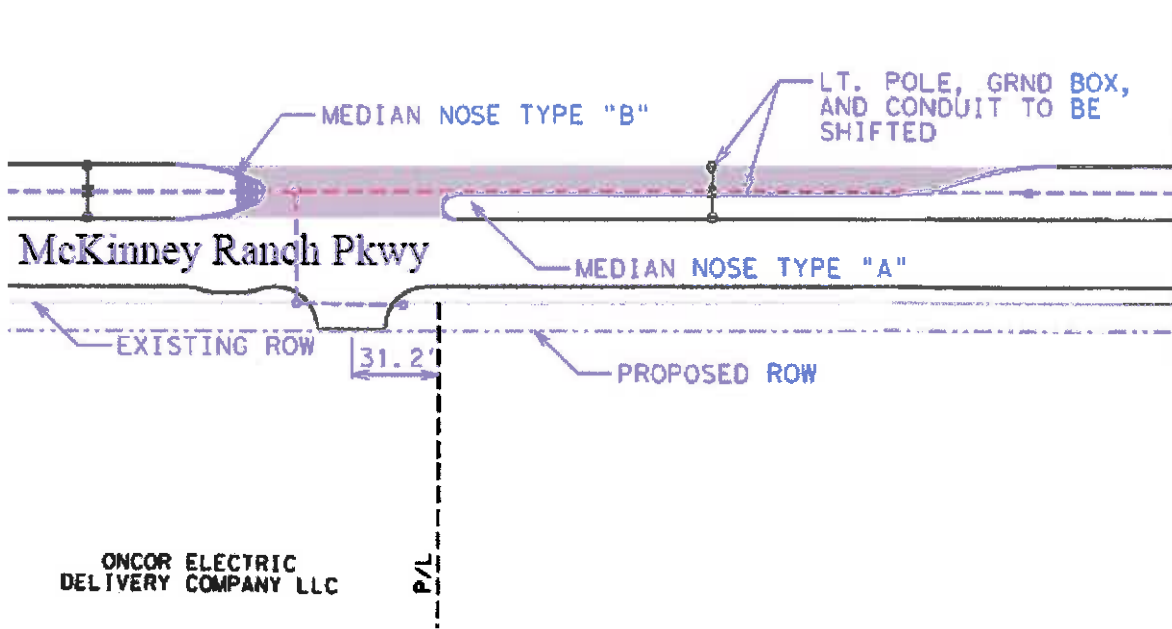
THENCE North 00° 14' 00" East (Basis of Bearings per plat recorded in Cabinet B at Page 126 of the Map Records of Collin County, Texas) and departing the Northwesterly Right-of-Way line of said State Highway No. 121 and following along the West line of the aforementioned Block A. and passing at a distance of 1010.79 feet the common corner of the aforementioned Block A and Block B of Foxworth-Galbraith Addition and continuing along the West line of said Block B for a total distance of 1867.90 feet to a 1/2" iron rod found for the Northwest corner of said Block B, said point being in the South Right-of-Way line of aforementioned McKinney Ranch Parkway (Farm Market Road No. 720) (80 foot Right-of-Way);

THENCE North 89° 53' 00" East along the South Right-of-Way line of said McKinney Ranch Parkway (Farm Market Road No. 720), for a distance of 350.00 feet to a 1/2" iron rod found for the Northeast corner of said Block B, same point also being the Northwest corner of a called 25.544 acre tract of land conveyed to Robert W. Weber by deed as recorded in Volume 3125 at Page 718 of the Real Property Records of Collin County, Texas;

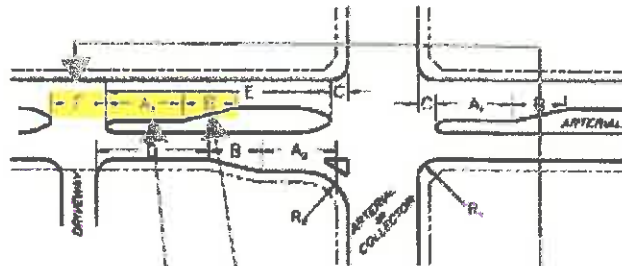
THENCE South 00° 14' 00" West and departing the South Right-of-Way line of said McKinney Ranch Parkway (Farm Market Road No. 720), and along the East line of said Block B and passing at a distance of 859.25 feet the common corner of said Block A and Block B of Foxworth-Galbraith Addition, and continuing along the East line of said Block A for a total distance of 1707.12 feet to the **POINT OF BEGINNING AND CONTAINING 14.3622 acres of land, more or less.**

EXHIBIT B

IMPROVEMENTS



4.1.4 Intersection Design Diagram



Rightway Type	A ₁	A _{2,3}	B Single / Dual	C	D	E	F	R _{1,2}
P&D	250	150	100 / 150	15	250	525	60	80
M&D	200	150	100 / 150	15	250	525	60	80
G&D	300	150	100 / 150	15	250	525	60	80
M1D	200	150	100	3	250	n/a	60	35
M&U	200	150	100 / 150	3	250	n/a	n/a	35
M&U	200	150	100 / 150	3	250	n/a	n/a	35
M&U	300	150	100 / 150	3	250	n/a	n/a	80
C&L	150	150	100 / 150	3	250	n/a	n/a	35
P&L	0	0	100 / 150	3	0	n/a	n/a	25

FIGURE 4-5 -- INTERSECTION DESIGN DIAGRAM
(All measurements below are in feet)

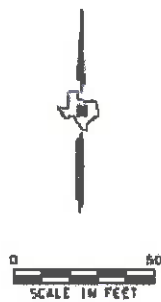


EXHIBIT C

ENGINEER'S OPINION OF PROBABLE COST

MCKINNEY RANCH PKWY IMPROVEMENTS (ST 1614) - ONCOR LEFT TURN LANE ESTIMATED DESIGN/CONSTRUCTION COST						
BID ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.0 ENGINEERING DESIGN FEE						
		CH2M Design Fee (see page 2)	1	LS	\$5,776.84	\$5,776.84
2.0 REMOVAL						
201	T 104	REMOVING CONC (PAV)	234	SY	\$10.66	\$2,494.44
3.0 ROADWAY						
300	N 203.4	UNCLASSIFIED STREET EXCAVATION	400	CY	\$15.82	\$6,328.00
302	N 301.2	HYDRATED LIME (SLURRY)	16	TON	\$161.53	\$2,584.48
303	N 301.2	LIME TREATMENT SUBGRADE 6"	682	SY	\$3.67	\$2,502.94
304	N 303.3	REINFORCED CONCRETE PAVEMENT 8"	597	SY	\$52.37	\$31,264.89
305	N 305.1	INTEGRAL CURB (6")	390	LF	\$1.97	\$768.30
309	N 305.3	CONCRETE MEDIAN NOSE TYPE "A"	7	SY	\$207.78	\$1,454.46
310	N 305.3	CONCRETE MEDIAN NOSE TYPE "B"	8	SY	\$198.94	\$1,591.52
5.0 SIGNING & MARKING						
504	T 666	REFL PVMAT MKK (W) (SID) (8")	200	LF	\$2.32	\$464.00
508	T 672	REFL PVMAT MKK TYII-C-R	21	EA	\$4.64	\$97.44
511	T 666	REFL PVMAT MKK (ARROW)	2	EA	\$174.00	\$348.00
					SUBTOTAL	\$55,675.31
					CONSTRUCTION CONTINGENCY: 20%	\$11,135.06
					TOTAL CONSTRUCTION COST	\$66,810.37

NOTES:

T XXX = TXDOT SPECIFICATION NUMBER
 N XXX = MCKCOG SPECIFICATION NUMBER

11/29/2017

1 of 1

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
02/16/2018 12:55:14 PM
\$62.00 CJAMAL
20180216000194910



Stacey Kemp

COLLIN COUNTY, TEXAS
STACEY KEMP
2300 Bloomdale Rd, Suite 2104
McKinney, TX 75071
Phone: 972-548-4185



STACEY KEMP
COUNTY CLERK

Receipt for Services

Cashier	CJAMAL	Batch #	1632938
Customer	ONCOR ELECTRIC 115 W 7TH ST #1010 FORT WORTH, TX 76102	Date:	02/16/2018
		Time:	12:55:14PM

Date	Instrument No	Document Type	Transaction Type	GF Number	Pg/Amt
2/16/2018 12:55:14PM	20180216000194910	AG			10
		AG		Total:	62.00
		Fee Total:			62.00
CHECK	2200291726				62.00
				Payment Total:	62.00

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. IF THE WATERMARK IS NOT PRESENT, THE DOCUMENT IS A COPY.



Oncor Electric Delivery Company LLC

CHASE BANK OF TEXAS
CHASE BANK N.A.
DALLAS, TX 75201

88-88/1113

CHECK NO. 2200291725

PAY EXACTLY SIXTY-SIX THOUSAND EIGHT HUNDRED TEN AND 37/100THS

PAY TO THE
ORDER OF

CITY OF MCKINNEY
222 N TENNESSEE ST
MCKINNEY, TX 75069

DATE
01/30/2018

CHECK AMOUNT
\$66,810.37

VOID AFTER 90 DAYS

Oncor Electric Delivery Company LLC

⑆ 2200 2917 25⑆ ⑆ 111300880⑆

771056892⑆

Oncor Electric Delivery Company LLC

DATE	CHECK NO.
01/30/2018	2200291725

Remit To : 3011366

ECM

DATE	INVOICE/CREDIT MEMO	DESCRIPTION	GROSS	DISCOUNT	NET
1/1/2018	010118		\$66,810.37		\$ 66,810.37
THIS ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE			TOTAL	\$0.00	\$66,810.37

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

Oncor Electric Delivery Company LLC

CHASE BANK OF TEXAS
CHASE BANK N.A.
DALLAS, TX 75201

88-89/1113

CHECK NO. 2200291726

ONCOR

PAY EXACTLY SIXTY-TWO AND 00/10000000

PAY TO THE ORDER OF COLLIN COUNTY CLERK
2300 BLOOMDALE RD STE 2106
MCKINNEY, TX 75071

DATE 01/30/2018 CHECK AMOUNT \$62.00
VOID AFTER 90 DAYS

Oncor Electric Delivery Company LLC

Sarah W. Leaf

⑆ 2200291726 ⑆ ⑆ 11300880 ⑆

771056892 ⑆

Oncor Electric Delivery Company LLC

Remit To : 0008642

ECM

DATE	CHECK NO.
01/30/2018	2200291726

DATE	INVOICE/CREDIT MEMO	DESCRIPTION	GROSS	DISCOUNT	NET
1/1/2018	010118		\$62.00		\$ 62.00
THIS ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE		TOTAL	\$62.00	\$0.00	\$62.00