

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**
(Payment for Required Improvements)

McKinney I.S.D. Stadium and Community Event Center

THIS AGREEMENT, entered into effective the 22 day of August, 2017, by and between **CITY OF MCKINNEY**, a Texas municipal corporation and home-rule city ("CITY"), and **MCKINNEY INDEPENDENT SCHOOL DISTRICT**, a Texas School District, whose address is One Duvall Street, McKinney, Texas 75069, ("DISTRICT") witnesseth that:

WHEREAS, it is in the best interest of the citizens of the City of McKinney and McKinney Independent School District for the entities to cooperate, where possible, in the provision of governmental functions and services where such cooperation will result in a more efficient, higher quality and/or more cost effective provision of such functions, and services; and

WHEREAS, Texas Government Code Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

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 142-76(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 subdivision to be known as **McKinney I.S.D. Stadium and Community Event Center** involves certain pro rata payments, city participation in cost, development related payments and/or other nonstandard development regulations, that trigger the requirement for a Facilities Agreement by and between the CITY and the DISTRICT in accordance with Section 142-37 of the Subdivision Regulations, as amended; and

WHEREAS, DISTRICT requests the recording of the Record Plat of the **McKinney I.S.D. Stadium and Community Event Center** (the "Plat") prior to the completion and acceptance of certain of the public facilities required to serve the subdivision as are identified in attached Exhibits B and C (the "Required Thoroughfare Improvements" and "Required Utility Improvements," respectively that are referred to collectively as "Required Improvements"); and

WHEREAS, the Subdivision Regulations prohibit recording the Final Plat of a subdivision within the incorporated area of the CITY until the DISTRICT has completed all of the public facilities that must be dedicated to the CITY or has entered into a Facilities Agreement and guaranteed to the satisfaction of the CITY such improvements will be installed;

WHEREAS, the governing body of each Party finds that this project or undertaking serves a public purpose; and

WHEREAS, the governing body of each Party finds that the Party has the legal authority to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, the governing body of each Party finds that the performance of this License is in the common interest of both parties; and

WHEREAS, the Parties in paying for the performance of governmental functions or in performing such governmental functions, shall make payments therefore only from current revenues legally available to such Party.

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

A. PROPERTY

This Agreement is for Property located in the City of McKinney along both the north and south sides of Collin-McKinney Parkway, the south side of McKinney Ranch Parkway and the east side of South Hardin Boulevard containing

approximately 64.391 acres of land, more fully described in Exhibit A attached hereto and fully incorporated herein by reference (the "Property").

B. PUBLIC IMPROVEMENTS

DISTRICT agrees to pay the CITY for the construction of the Required Improvements for the subdivision to be known as **McKinney I.S.D. Stadium and Community Event Center** as provided herein below in this Agreement and the attached Exhibits B and C.

DISTRICT agrees to complete all other required public infrastructure for the subdivision to be known as **McKinney I.S.D. Stadium and Community Event Center** prior to the recording of the record plat save and except those Required Improvements identified herein below in this Agreement and the attached Exhibits, the funds for the design and construction of which public infrastructure will be paid with the execution of this Agreement.

1. THOROUGHFARES

DISTRICT shall dedicate as a part of the Required Thoroughfare Improvements and at no cost to CITY, that amount of right-of-way together with all easements appurtenant thereto as may be necessary for the construction of the Required Thoroughfare Improvements identified in Exhibit B, which is attached hereto and fully incorporated herein by reference.

2. UTILITIES

DISTRICT shall dedicate as a part of the Required Utility Improvements and at no cost to CITY, all on-site and off-site easements as may be necessary for the construction of the Required Utility Improvements identified in Exhibit C, which is attached hereto and fully incorporated herein by reference. Any and all off-site easements as may be necessary for the construction of the Required Utility Improvements identified in Exhibit C that have not been acquired by DISTRICT at the time of execution of this Agreement must be acquired by DISTRICT and provided to CITY at no cost to CITY on or before December 31, 2017. Notwithstanding the foregoing, if the off-site easements have not been acquired by October 1, 2017, DISTRICT shall commence no later than October 1, 2017, and diligently prosecute to completion eminent domain proceedings to acquire any and all off-site easements necessary to the construction of the Required Utility Improvements at no cost to CITY.

C. REIMBURSEMENT FOR REQUIRED THOROUGHFARE IMPROVEMENTS

1. DISTRICT shall reimburse CITY in the amount of Two Hundred Thirty-Nine Thousand Two Hundred Thirty-Four Dollars and Sixty-Four Cents (\$239,234.64) as DISTRICT's proportionate share of the costs associated with the construction of the Required Thoroughfare Improvements that are more fully described in Exhibit B attached hereto and incorporated herein by reference.

D. PAYMENT FOR REQUIRED UTILITY IMPROVEMENTS

1. DISTRICT shall make a onetime payment to the CITY in the amount of Six Hundred Ninety-Six Thousand Eight Hundred Ninety-One Dollars (\$696,891) as DISTRICT's share of the costs associated with the design and construction of the Required Utility Improvements ("Utility Payment"). The Required Utility Improvements that are the subject of this Payment Agreement are more fully described in Exhibit C attached hereto and incorporated herein by reference.
2. The Utility Payment may be used to pay DISTRICT's share of the cost of purchasing a payment bond and performance bond, which meet the requirements of Chapter 252 of the Texas Local Government Code and Chapter 2253 of the Texas Government Code, in the full amount of the Required Utility Improvements as well as the cost of purchasing a maintenance bond in the amount of fifteen percent (15%) of the estimated cost of the Required Utility Improvements from a reputable and solvent corporate surety, in favor of CITY, to indemnify City against any repairs arising from defective workmanship or materials used in any part of the construction of improvements to Property, for a period of two (2) years from the date of final acceptance of such improvements.
3. DISTRICT agrees and understands that the CITY makes no assurances or representations that the Required Utility Improvements will be constructed and accepted prior to any date certain or in conjunction with the completion or acceptance of any particular phase of the ***McKinney I.S.D. Stadium and Community Event Center*** subdivision. The CITY shall be allowed to undertake the design, construction and acceptance of the Required Utility Improvements at such time as the CITY deems it desirable or necessary, and in the sole discretion of the CITY.

In this regard, CITY plans to construct the Required Utility Improvements in two sections or phases. The first section is proposed to include the construction of the portions of the Required Utility Improvements including certain sanitary sewer mains, the wet well, the lift station and certain sections of the force main ("Phase I Improvements") extending from the east property line of the stadium to the lift station. The second section or phase includes the construction of the off-site portions of the Required

Utility Improvements including certain off-site sewer mains and certain off-site sections of the force main ("Phase II Improvements"). The CITY anticipates that the Phase I Improvements will be completed and final accepted or before December 31, 2017.

4. It is specifically understood and agreed by DISTRICT that if DISTRICT fails or refuses to acquire all of the off-site easements as may be necessary for the construction of the Required Utility Improvements identified in Exhibit C and provide those off-site easements to CITY at no cost to CITY on or before December 31, 2017 ("DISTRICT Delay"), that CITY may incur additional costs and expenses arising out of the CITY's construction contract for the construction of the Phase II Improvements. The types of increased costs and expenses associated with the construction of the Phase II Improvements that the CITY may incur as a result of any DISTRICT Delay may include by way of illustration, and not limitation, damages for delay asserted by the construction contractor, remobilization charges, increased insurance costs, increased bond costs, increased or additional consultant fees, and increased contractor's profits and overhead that may be charged by the CITY's construction contractor for the Phase II Improvements (collectively "Increased Costs"). In addition, if the DISTRICT Delay is of sufficient duration the CITY's construction contractor may have the right to assert a claim against the CITY for breach of the construction contract for the Phase II Improvements thereby causing the CITY to incur additional costs and expenses to defend and compromise or settle such claim and also incur additional costs and expenses associated with rebidding the construction of the Phase II Improvements including possible increases in the costs of materials, supplies and construction of the Phase II Improvements (collectively "Additional Costs"). The City will be responsible for any and all costs related to any revisions or changes made to construction documents for any reason after this document is executed.

Notwithstanding anything to the contrary contained in this Agreement, it is specifically understood and agreed by and between CITY and DISTRICT that DISTRICT shall be responsible for all Increased Costs and Additional Costs incurred by CITY arising out of or as a result of any DISTRICT Delay. It is further understood and agreed by and between CITY and DISTRICT that CITY will look to DISTRICT for payment of, and that DISTRICT shall pay CITY for all such Increased Costs and Additional Costs incurred by CITY within thirty (30) days after CITY provides DISTRICT with written notice of such Increased Costs and Additional Costs. If DISTRICT fails to pay CITY for such Increased Costs and Additional within such thirty (30) day time period, CITY shall have the right to utilize the Utility Payment to pay for such Increased Costs and Additional Costs.

CITY shall provide DISTRICT written notice that CITY has utilized the Utility Payment to pay such Increased Costs and Additional Costs and DISTRICT shall thereafter have thirty (30) days to replace the funds expended by CITY from the Utility Payment to cover such Increased Costs and Additional Costs.

5. In the event all of the Required Utility Improvements are not entirely complete and finally accepted by CITY at the time DISTRICT is ready to begin using the MISD Stadium and Community Event Center it is furthermore specifically understood and agreed by and between CITY and DISTRICT that DISTRICT shall have the right, at DISTRICT's sole cost and expense, to retain a contractor that has all of the appropriate licenses, permits, registrations and training required by local, state and federal law to pump effluent from the wet well into a tanker truck and thereafter haul the effluent off to a properly registered disposal site for disposal and treatment in accordance with all applicable laws, rules and regulations. In the event CITY has not completed the Required Utility Improvements by June 15, 2018, at no fault of District, CITY agrees to pay for any associated pumping and disposal charges accruing after said date. During any period of time where DISTRICT has engaged a contractor to pump effluent under this paragraph, the CITY shall waive any sanitary sewer charges to any associated utility service account; however, the water and other service components for such accounts shall not be waived. DISTRICT hereby agrees that DISTRICT shall, to the fullest extent allowed by Texas law, indemnify and hold CITY harmless from and against any and all claims and causes of action related to or arising out of DISTRICT's use of the wet well and related pumping, transporting and disposal of effluent from the wet well until such time as the Phase II Improvements have been final accepted by the CITY.
6. The DISTRICT agrees that the CITY shall have the right to enter upon DISTRICT's property to survey, stake, bore, construct and install the Required Utility 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 Required Utility Improvements and enter upon DISTRICT'S property to survey, stake, bore, construct and install the Required Utility Improvements at the CITY's direction.
7. DISTRICT specifically authorizes the CITY to utilize the Utility Payment to pay for the design and construction of the Required Utility Improvements and all necessary appurtenances to said improvements. CITY shall have no obligation to track and return any portion of the Utility Payment related to the Required Utility Improvements to DISTRICT. In addition, the DISTRICT will have no obligation to reimburse CITY for any costs and

expenses in excess of the anticipated costs of design and construction of the Required Utility Improvements save and except for any "Increased Costs" and "Additional Costs," as defined above.

E. PRO RATA FEES

To the extent any of the foregoing Required Utility Improvements are situated off-site from the Property, DISTRICT may be entitled to a portion of the reimbursements collected from third parties in accordance with CITY Ordinances. According to CITY's calculations, based on (1) the overall cost of the Required Utility Improvements constructed off-site from the Property (\$1,762,064), (2) the amount escrowed by the DISTRICT to pay for such off-site Required Utility Improvements (\$696,891), and (3) the amount of the CITY's contribution to pay for such off-site Required Utility Improvements (\$1,065,173), the DISTRICT would be entitled to recover pro rata payments in amount equal to 39.5% of the pro rata collected by CITY for such off-site Required Utility Improvements. Notwithstanding the foregoing, DISTRICT hereby specifically waives its right to recover pro rata payments for that portion of the off-site Required Utility Improvements constructed upon, over, under and across the property owned by Wilcox/Bush in the approximate amount of Fifty-Three Thousand Five Hundred Seventy-Six Dollars and Twenty-Two Cents (\$53,576.22). In addition, the CITY hereby waives its right to recover pro rata payments for that portion of the off-site Required Utility Improvements constructed upon, over, under and across the property owned by Wilcox/Bush. As it relates to the Wilcox/Bush property and the NEC Hardin & 121, L.P. property, DISTRICT also waives its right to recover the costs incurred by DISTRICT to acquire an easement(s) from the owner(s) of such properties.

CITY agrees to collect any fees due to DISTRICT related to the construction of the off-site Required Utility Improvements as the intervening properties utilizing such Utility Improvements are developed during the period of 10 years after the date of execution of this Agreement. For any subsequent subdivision utilizing such off-site Required Utility Improvements, any costs due DISTRICT shall be prorated by the use the new, or intervening, subdivision bears to the amount due. Such costs are usually based on the front footage along the street, alley and/or easement where the off-site Required Utility Improvements are located. However, if the new, or intervening, subdivision is so situated or shaped that the front footage rule creates an inequitable basis between it and other tracts of land in the CITY, then, and in that event, the CITY Council shall determine the proper charge in accordance with the intent and purpose of the CITY Code and the requirements of Texas Local Government Code §212.094. All such reimbursements or pro-rations shall be based on the actual cost of the off-site Required Utility Improvements at the time of their construction and the CITY Engineer's approval of such reported costs. Any reimbursements or pro-rations to the DISTRICT by the CITY for the cost of off-site Required Utility Improvements shall be paid only from monies received by the CITY from the

subdividing or development of the intervening properties utilizing such off-site Required Utility Improvements, and such rebates or payments shall not be made until such monies are received by the CITY, and such monies shall be subject to offset by CITY for any unpaid Increased Costs or Additional Costs. Save and except for the Wilcox/Bush property, any adjacent, or intervening, property owner shall also pay one hundred percent (100%) of the costs incurred by the DISTRICT to acquire an easement from the adjacent, or intervening, property owner. The pro rata cost of constructing the off-site Required Utility Improvements shall be paid in addition to the adjacent, or intervening, property owner's cost of acquiring the easement. DISTRICT shall provide CITY with acceptable documentation of the parcel by parcel cost of acquiring easements from the adjacent or intervening property owners from whom easements were purchased. The pro rata share paid by any adjacent, or intervening, property owner to the CITY will be forwarded to the DISTRICT within sixty (60) days of receipt by the CITY; however, such monies shall be subject to offset by CITY for any unpaid Increased Costs or Additional Costs.

F. CITY DEVELOPMENT ORDINANCES

DISTRICT shall develop the PROPERTY in accordance with the standards as set forth in City of McKinney zoning, subdivision and land development ordinances, including but not limited to provisions as to drainage, erosion control, pro rata payments, storm water, tree preservation, park land dedication, hike and bike trails, impact fees, Street Design Standards, Public Improvements Policy and construction standards.

G. NO WAIVER

DISTRICT expressly acknowledges that by entering into this Agreement, DISTRICT, 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.

H. VARIANCES

It is expressly acknowledged that only those variances to the Zoning Ordinance and Subdivision Ordinance or other applicable CITY ordinances stipulated in attached Exhibit D, if any, are granted by CITY for this subdivision and/or development. If no variances are granted, Exhibit D shall state "No variances for this Property are granted and none shall be allowed."

I. INDEMNITY AND HOLD HARMLESS AGREEMENT

DISTRICT, its successors, assigns, vendors, grantees, and/or trustees do hereby agree to the extent allowed by Texas law 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 DISTRICT, and only to the extent or percentage attributable to DISTRICT, in the subdividing, development, or construction of public improvements, including the negligent maintenance thereof. DISTRICT 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.

J. ROUGH PROPORTIONALITY AND WAIVER OF CLAIMS.

DISTRICT 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 DISTRICT, regarding DISTRICT's rights under Texas and federal law. DISTRICT 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.) DISTRICT specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with Tex. Loc. Gov't Code § 212.904. However, notwithstanding the foregoing, DISTRICT hereby releases the City from any and all liability under Tex. Loc. Gov't Code § 212.904 regarding or related to the cost of those 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 DISTRICT's responsibility for roadway and utility improvements for the Property. DISTRICT 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. DISTRICT further releases CITY from any and all claims based on excessive or illegal exactions; it being agreed that OWNERS' infrastructure contribution(s) (after receiving all contractual offsets, credits and reimbursements) is roughly proportional or roughly proportionate to the demand that is placed on the roadway and utility systems by DISTRICT's Property. DISTRICT further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and DISTRICT acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. **DISTRICT shall to the extent allowed by Texas law indemnify and hold harmless CITY from any claims and suits of third parties, including but not**

limited to DISTRICT's successors, assigns, grantees, vendors, trustees or representatives, brought pursuant to this Agreement or the claims or types of claims described in this paragraph.

K. CONTINUITY

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

L. ASSIGNABILITY

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

M. TERMINATION AND RELEASE

Upon satisfactory completion by DISTRICT and final acceptance by CITY of all requirements of this Agreement, this Agreement shall terminate and CITY will execute a release of covenant to DISTRICT, its heirs, successors, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

N. GENERAL PROVISIONS

1. DISTRICT 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 DISTRICT will comply with CITY'S Subdivision Regulations, Street Design Standards, Public Improvements Policy and any other applicable policies, rules, regulations and ordinances of CITY regarding development of the Property.
2. DISTRICT agrees that construction shall not begin on any proposed improvements to the Property prior to City Council approval of this Agreement.
3. DISTRICT 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 CITY. Likewise, coordination with agencies requiring special conditions (i.e., railroads and the Texas Department of Transportation), if any, shall be the responsibility of the CITY.

4. CITY agrees to record said Plat at such time as the Plat complies with the requirements set forth by the Subdivision Regulations of CITY, and has been approved in the manner described therein.

CITY OF MCKINNEY

By: _____
PAUL G. GRIMES
City Manager

Date Signed: _____

ATTEST:

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

MCKINNEY INDEPENDENT SCHOOL DISTRICT

BY: *Rick McDaniel*
DR. RICK McDANIEL
Superintendent

Date Signed: 8/23/2017

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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 _____, 20____.

Notary Public, _____ County, Texas
My commission expires _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared DR. RICK McDANIEL, Superintendent for the McKinney Independent School District, a Texas School District, 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 behalf of the McKinney Independent School District.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of
August, 2017.



Notary Public in and for the State of Texas

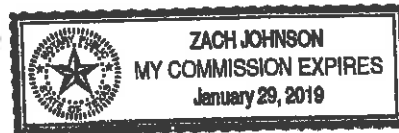


EXHIBIT A

DESCRIPTION OF PROPERTY

BEING a tract of land situated in the Johnathan Phillips Survey, Abstract No. 719, City of McKinney, Collin County, Texas and being all of a called 27.427 acre tract conveyed to the McKinney ISD as recorded in County Clerks No. 20150311000268160, Land Records of Collin County, Texas and also being all of a called 36.970 acre tract conveyed to the McKinney ISD as recorded in County Clerks No. 20110928001034940, Land Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8" iron rod found for corner at the north east corner of said 27.427 acre tract, said iron rod being in the south Right Of Way line of McKinney Ranch Parkway/F.M. No. 720, said iron rod being at the northwest corner of Block B, Foxworth-Galbraith Addition as recorded in Cabinet B, Page 126, Plat Records of Collin County, Texas;

THENCE S 00°35'29" W following the west line of said Block B passing at 857.31' capped 1/2" iron rod stamped "Half" for the southwest corner of said Block B and being the northwest corner of the Replat of Block A, Foxworth-Galbraith Addition as recorded in Cabinet 2010, Page 1290, Plat Records of Collin County, Texas and continuing is all a distance of 1294.10' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 89°26'16" W a distance of 302.00' to a wood fence corner;

THENCE N 89°14'42" W a distance of 613.79' to a 1/2" iron rod found for corner;

THENCE S 10°36'35" W a distance of 80.81' to a 1/2" iron rod found for corner;

THENCE S 33°26'11" W a distance of 46.19' to a 1/2" iron rod found for corner;

THENCE along said curve to the right through a central angle of 58°00'24", a radius of 1050.00', and an arc length of 1063.03', with a chord bearing of S 62°26'23" W, and a chord length of 1018.21' to a 1/2" iron rod found for corner;

THENCE N 88°33'26" W a distance of 14.49' to a capped 1/2" iron rod found stamped "Half" for corner in the east Right Of Way line of South Hardin Blvd.;

THENCE N 01°28'05" E following the east ROW line of South Hardin Blvd. a distance of 1539.24' to a capped 1/2" iron rod set for corner;

THENCE along said curve to the left through a central angle of 01°21'23", a radius of 1480.00', and an arc length of 35.04', with a chord bearing of N 00°47'23" E, and a chord length of 35.04' to a capped 1/2" iron rod set for corner;

THENCE N 00°05'35" E a distance of 219.27' to a 1/2" iron rod found for corner;

THENCE along said curve to the right through a central angle of 90°01'57", a radius of 66.00', and an arc length of 103.71', with a chord bearing of N 45°06'34" E, and a chord length of 93.36' to a capped 1/2" iron rod stamped (Half) found for corner in the south Right Of Way line of McKinney Ranch Parkway/F.M. No. 720;

THENCE S 89°52'14" E following the south Right Of Way line of McKinney Ranch Parkway/F.M. No. 720 a distance of 333.85' to a capped 1/2" iron rod stamped "Half" found for corner;

THENCE N 88°23'37" E following the south Right Of Way line of McKinney Ranch Parkway/F.M. No. 720 a distance of 165.07' to a capped 1/2" iron rod stamped "Half" found for corner;

THENCE S 89°52'14" E following the south Right Of Way line of McKinney Ranch Parkway/F.M. No. 720 a distance of 91.08' to a capped 1/2" iron rod stamped "Half" found for corner;

THENCE N 00°49'29" E following the south Right Of Way line of McKinney Ranch Parkway/F.M. No. 720 a distance of 20.00' to a 1/2" iron rod found for corner;

THENCE N 00°12'35" E a distance of 40.00' to a point;

THENCE S 89°52'14" E a distance of 261.03' to a point;

THENCE S 00°00'23" W a distance of 42.21' to a capped 1/2" iron rod stamped "Half" found for corner in the south Right Of Way line of McKinney Ranch Parkway/F.M. No. 720 ;

THENCE S 89°51'57" E following the south Right Of Way line of McKinney Ranch Parkway/F.M. No. 720 a distance of 928.76' to the POINT OF BEGINNING and containing 2804856 square feet or 64.391 acres of land.

EXHIBIT B

PUBLIC THOROUGHFARE IMPROVEMENTS

DISTRICT is responsible for the construction of the required public thoroughfare improvements detailed below. However, the CITY requested and the DISTRICT concurred to allowing the CITY to construct the required public thoroughfare improvements detailed below on behalf of DISTRICT.

However, the list of required public thoroughfare improvements detailed below is not exhaustive of DISTRICT's obligation under the CITY's ordinances. Nothing contained herein is intended to relieve DISTRICT of its obligation to design and construct other improvements required by the CITY's Subdivision Regulations and other development related ordinances.

THOROUGHFARES. Construction of thoroughfares includes paving, drainage, striping, street lighting, sidewalks and erosion control. The following Required Improvements have been designed and constructed through this Agreement to accommodate increased traffic generated by the MISD Stadium and Community Event Center:

- a. Right-turn lane from westbound 121 to northbound Hardin Boulevard;
- b. Right-turn lane from northbound Hardin Boulevard to Collin-McKinney Parkway;
- c. Left-turn lane together with a median opening from southbound Hardin Boulevard to Collin-McKinney Parkway;
- d. Right-turn lane from northbound Hardin Boulevard to Stadium Driveway;
- e. Left-turn lane together with a median opening from southbound Hardin Boulevard to Stadium Driveway;
- f. Left-turn lane from southbound Hardin Boulevard to McKinney Ranch Parkway;
- g. Right-turn lane from eastbound McKinney Ranch Parkway to Hardin Boulevard;
- h. Left-turn lane together with a median opening from eastbound McKinney Ranch Parkway to Collin-McKinney Parkway;
- i. Right-turn lane from southbound US 75 to McKinney Ranch Parkway;
- j. No other thoroughfares are being deferred by this Agreement.

EXHIBIT C

PUBLIC UTILITY IMPROVEMENTS

DISTRICT is responsible for its proportionate share of the construction costs associated with the required public utility improvements detailed below. However, the CITY has requested and the DISTRICT has concurred to deferring construction of the required public utility improvements detailed below. The CITY has also agreed to design and/or construct the facilities detailed below, or cause the same to be designed and/or constructed. DISTRICT has agreed to pay the CITY the amount of Six Hundred Ninety-Six Thousand Eight Hundred Ninety-One Dollars (\$696,891). In light of this Utility Payment, DISTRICT is relieved from constructing the facilities described below if DISTRICT otherwise fully complies with the provisions of this Agreement.

However, the list of required public utility improvements detailed below is not exhaustive of DISTRICT's obligation under the CITY's ordinances. Nothing contained herein is intended to relieve DISTRICT of its obligation to design and construct other improvements required by the CITY's Subdivision Regulations and other development related ordinances.

WATER: The following Required Improvements are being deferred by, the payment for, and designed and/or constructed through this Agreement:

- a. No water lines are being deferred by this Agreement.

WASTEWATER: The following Required Improvements are being deferred by, the payment for, and designed and/or constructed through this Agreement:

- a. One fully functional force main lift station capable of processing 1.43 million gallons of effluent per day;
- b. Approximately 97 linear feet of eight inch (8") diameter SDR-26 PVC sewer pipe;
- c. Approximately 3,270 linear feet of ten inch (10") diameter C900 DR-18 PVC sewer pipe;
- d. Approximately 674 linear feet of twelve inch (12") diameter SDR-26 PVC Sewer Pipe Rock Improbable sewer pipe;
- e. Approximately 870 linear feet of twelve inch (12") diameter SDR-26 PVC Sewer Pipe Rock Probable sewer pipe;
- f. Approximately 3,793 linear feet of fifteen inch (15") diameter SDR-26 PVC sewer pipe;

- g. Thirteen (13) five foot (5') inside diameter standard concrete manholes;
- h. One (1) five inch (5") inside diameter Drop Concrete Manhole - Bolted and Gasketed Cover (With Corrosion Protection);
- i. Two (2) six foot (6') inside diameter standard concrete manholes;
- j. One (1) connection to an existing manhole;
- k. Approximately 110 linear feet of eighteen inch (18") diameter steel casing pipe;
- l. Approximately 278 linear feet of twenty-four inch (24") diameter steel casing pipe;
- m. Approximately 60 linear feet of twenty-four inch (24") diameter steel casing pipe;
- n. Approximately 30 linear feet of concrete casing for a twelve inch (12") diameter sewer pipe; and
- o. All necessary fittings and other appurtenances related to the installation and construction of the Required Utility Improvements.
- p. No other wastewater lines or facilities are being deferred by this Agreement.

DRAINAGE IMPROVEMENTS: The following Required Improvements are being deferred by, the funds paid for, and designed and/or constructed through this Agreement:

- a. No other drainage improvements are being deferred by this Agreement.

EXHIBIT D

VARIANCES

1. The design and construction of the Required Improvements identified in Exhibits B and C, above, are being deferred indefinitely at the request of the CITY and the concurrence of the DISTRICT.
2. CITY is assuming responsibility for the design and/or construction of the Required Thoroughfare Improvements identified in Exhibit B, above, the costs of which improvements shall be reimbursed from the funds that the DISTRICT has paid to the CITY for such purpose pursuant to this Payment Agreement.
3. CITY is assuming responsibility for the design and/or construction of the Required Utility Improvements identified in Exhibit C, above, the costs of which improvements shall be reimbursed from the funds that the DISTRICT has paid to the CITY for such purpose pursuant to this Payment Agreement.
4. No other variances for this Property are granted and none shall be allowed by this Agreement.