

**UTILITY IMPACT FEE CREDIT, EASEMENT ACQUISITION AND
PRO RATA AGREEMENT**

Honey Creek Sanitary Sewer Line Project

THIS Utility Impact Fee Credit, Easement Acquisition and Pro Rata Agreement (“Agreement”) is made and entered into this ____ day of _____, 2018 (“Effective Date”), by and between the **CITY OF MCKINNEY** (“City”), a home rule municipal corporation situated in Collin County, Texas, and **MCKINNEY RANCH, LTD.**, a Texas limited partnership, whose address is 11520 N. Central Expressway, Suite 138, Dallas, Texas 75243 (“Developer”), individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, Developer is developing a planned 254-acre single-family residential subdivision in the City that is owned by Honey Creek Investments, LLC, an affiliate of Developer, described and depicted in the attached Exhibit A (the “254 Acre Tract” or “Property”); and

WHEREAS, the City’s Water and/or Wastewater Improvement Plans (hereinafter referred to singly and collectively as the “Master Plan”) require the construction of a thirty-six inch (36”) diameter sanitary sewer line together with all manholes, fittings, connections and appurtenances thereto (the “Oversize Line”) extending in a generally northwesterly direction within and about the flood plain situated along the south side of Honey Creek a distance of approximately seven thousand five hundred twenty-six (7,526) linear feet beginning at an existing twenty-one inch (21”) diameter sanitary sewer line situated upon Lot 1R, Block 1 of the Collin County Justice Center Addition owned by Collin County, Texas, and extending upon, over and across properties owned by (a) Jason P. Blake and spouse Shannon S. Blake, (b) Eddie P. Howell and wife Gailyn A. Howell, and (c) Geojojo Businesses, L.P., and terminating at a future fifteen-inch diameter sanitary sewer line situated on property owned by Developer, in an area situated south of County Road 202 as reflected in the Utility Project Map attached hereto and incorporated herein by reference as Exhibit B and the components of which Oversize Line are generally described in Exhibit C, to serve future development in the area specifically including the 254 Acre Tract and areas along and about the Oversize Line; and

WHEREAS, projected demand of the 254 Acre Tract only requires the construction of a twelve-inch (12”) diameter sanitary sewer line together with all manholes, fittings, connections and appurtenances thereto (“12” Line”) upon and across the Property, and Developer has constructed or agreed to construct the Oversize Line upon and across the Property as described and depicted in Exhibit D and Exhibit E, which Exhibits are attached hereto and incorporated herein by reference for all purposes allowed by

law, in exchange for reimbursement by the City as described herein below; and

WHEREAS, City has agreed that Developer shall construct the Oversize Line, within and about the flood plain situated along the south side of Honey Creek, required by the City's Master Plan (the "Honey Creek Sanitary Sewer Line Project" or "Project"); and

WHEREAS, Developer has dedicated, or agreed to acquire and dedicate, to the City at no cost the necessary easements for the Project; and

WHEREAS, Developer has obtained the five (5) easements for the Project set out in Exhibit D, attached hereto; and

WHEREAS, Developer hereby requests the City's assistance to obtain the one missing easement required for the Project that is described and depicted in Exhibit E, attached hereto; and

WHEREAS, City has identified the Oversize Line on the City's Master Plan and its Impact Fee Capital Improvements Plan; and

WHEREAS, the cost of constructing the Oversized Line is eligible for construction costs reimbursement from sewer impact fees imposed by the City pursuant to the authority contained Chapter 395 of the Texas Local Government Code and the Code of Ordinances, City of McKinney, Texas ("McKinney Code"), as amended; and

WHEREAS, this Agreement clearly is in the best interests of the City and Developer and it is deemed mutually beneficial to each that the construction of the Project proceed uniformly.

NOW THEREFORE, in consideration of these premises, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which both Parties acknowledge, the City and Developer agree as follows:

ARTICLE I

UTILITY IMPACT FEE CREDITS

1. Definitions.

a. *City* means the City of McKinney, a Texas home-rule city and municipal corporation situated in Collin County, and includes its representatives, agents, assigns, inspectors, contractors, employees and consultants.

b. *Developer* means McKinney Ranch, Ltd., its representatives, agents, contractors, employees, and consultants.

c. *Notice* means any formal notice or communication required or permitted to be given by one Party to another by this Agreement.

d. *Ordinance* means the "McKinney Utility Impact Fees Article" as set forth in Section 130-19, *et seq.*, of the Code of Ordinances, City of McKinney, Texas, and as it may further be amended, including any schedules or exhibits attached thereto.

e. *Oversize Line* means the wastewater (sanitary sewer) line that is larger than the City's minimum standard diameter wastewater mains, and which is also larger than the wastewater main required to serve the subdivision in question, as determined by the City.

f. *Parties* means the City and Developer.

g. *Property* means the 254 Acre Tract, a description and depiction of which property is attached hereto as Exhibit A.

h. *Utility Improvements* means storm water permitting, erosion control, easement preparation, excavation, trench safety, construction of wastewater lines, backfill, compaction, re-establishment of ground cover, and any other improvements necessary for a complete wastewater system, and all engineering, surveying, inspection and permit fees for the construction of an Oversize Line, together with all related appurtenances thereto in accordance with all City, state and federal standards.

i. *Project* means the construction and installation of the Oversize Line associated with the Honey Creek Sanitary Sewer Line Project required to be constructed upon and across the properties by the City's Master Plan as reflected in Exhibit B and more specifically described in Exhibit C, which such Oversize Line is eligible for impact fee credits and as approved by the City Engineer.

j. *Service Unit* means the applicable standard unit of measure that serves as the standardized measure of consumption, use or generation attributable to the new unit of development. The service unit for water and wastewater is a ¾-inch water meter which is the typical water meter used for a single-family detached living unit and is commonly referred to as the single family living unit equivalent (SFLUE). The number of service units used for water and wastewater by a particular land use is determined by the water meter size and water meter type employed by such land use.

2. Interpretation of Terms, and Incorporation of Exhibits.

a. Except where the context otherwise clearly requires, in this Agreement: words imparting the singular will include the plural and vice versa;

b. All exhibits attached to this Agreement are incorporated by reference for all pertinent purposes as though fully copied and set forth at length; and

c. References to any document means that document as amended or as supplemented from time to time; and references to any party means that party, its successors, and assigns.

3. **Utility Improvements.**

a. Developer shall construct the Project depicted on the attached Exhibit B and more specifically described in Exhibit C, and as approved by the City Engineer. Developer shall construct the Project and all Utility Improvements appurtenant to the Project within two (2) years following receipt of all easements necessary to construct the Project.

b. Upon completion of the Project, Developer shall dedicate all Utility Improvements constructed by Developer and provide the easements within which such Utility Improvements are constructed to City at no cost aside from the Impact Fee Credits provided by this Agreement.

c. At this time, the Project is included in the City's Master Plan. The Project is therefore eligible for impact fee credits as calculated under the Ordinance.

4. **Availability of Impact Fee Credits.** Notwithstanding any other provision of this Agreement to the contrary, no impact fee credits shall be available to Developer upon completion of the Project unless and until the sanitary sewer infrastructure for the 254 Acre Tract has been constructed and final accepted by City and connected to the Oversized Line all in accordance with applicable federal, state and local laws, rules, regulations ordinances and statutes. In addition, Developer shall submit any required lien releases, bills paid affidavits, and a two-year Maintenance Bond in the amount of at least fifteen percent (15%) of the cost of the Honey Creek Sanitary Sewer Line Project.

5. **Assignment and Expiration of Utility Impact Fee Credits.**

a. Subject to Developer's compliance with Article I, Paragraph 4 of this Agreement, City agrees to grant Developer impact fee credits in conjunction with the acceptance of the Project. The impact fee credits shall vest and attach to the Property upon the City's acceptance of the Project and the sanitary sewer infrastructure for the Property.

b. The Impact Fee Credits granted under this agreement shall only be assigned with the City's consent pursuant to Section 130-29 of the Ordinance. The impact fee credits shall have no expiration; but in any event, the impact fee credits shall only be applied to the Property and such other and additional property/properties as may be owned by Developer subject to the approval of the City Engineer ("Additional

Properties"). Application of the impact fee credits to future developed lots and any reimbursement for unused impact fee credits shall be governed by the Ordinance.

6. Value of Utility Improvements.

a. The City has agreed to reimburse the Developer the difference between the projected costs of a 12" Line, based on the Engineer's Opinion of Probable Cost attached hereto and incorporated herein by reference for all purposes allowed by law as Exhibit F and the actual costs incurred by the Developer in construction of the Oversized Line up to an amount not to exceed One Million Eighteen Thousand Five Hundred Ninety-Two and Forty-Three/One Hundredths Dollars (\$1,018,592.43) (the "Oversized Line Costs"), through a combination of impact fee credits and cash reimbursement.

b. Developer shall provide appropriate cost documentation, as approved by the City Engineer, reflecting the actual expenditures for oversizing the wastewater (sanitary sewer) line. The reimbursement costs shall include all items pertinent to construction of the Oversize Line segments but excluding easements dedicated for the construction of such wastewater (sanitary sewer) line. The City Engineer shall review the cost documentation and make a final determination regarding those costs that are necessary and attributable solely to the oversizing of the wastewater (sanitary sewer) lines in question. Said cost documentation shall be submitted to City prior to City's final acceptance of the Project.

c. Reimbursement for the cost of oversizing the wastewater (sanitary sewer) line shall be made through the grant or award of utility impact fee credits for the Property. Credits shall be calculated and applied based on the Ordinance. Credits shall vest and attach to the Property upon the City's acceptance of the Oversized Line subject to Developer's compliance with Article I, Paragraph 4 of this Agreement.

d. Developer and City agree that the value of the Oversize Line shall be expressed in Service Unit Equivalents. The impact fee credits which shall attach to the Property and Additional Properties under this Agreement are **6,282.18** Service Unit Equivalents.

7. Use of Impact Fee Credits. Impact fee credits shall be used only for the Property and Additional Properties. Service Unit calculations for proposed uses on the Property and Additional Properties shall be in accordance with then existing tables of the Ordinance. Unused impact fee credits shall not be transferable to any other tract or parcel of land and cannot be applied to other fees, or used on other tracts; however, unused impact fee credits shall be subject to any reimbursements allowed by then existing ordinances after City's final acceptance of the Project as impact fee funds may be available for that purpose. Upon the exhaustion of the impact fee credits by Developer on the Property and Additional Properties, any additional development on the Property and Additional Properties (such as the creation of additional lots) shall pay

then existing utility impact fees or receive credits for construction of additional utility improvements under then existing ordinances.

8. **Developer Responsibilities under Development Ordinances.** Nothing herein shall relieve the Developer from its responsibilities for construction of public improvements under applicable development ordinances upon development of the Property and Additional Properties. Developer shall not be entitled to utility impact fee credits for any line that is not actually constructed or which is not constructed in accordance with the City's Master Plan and development ordinances.

9. **Notice of Default.** Should any Party allege that the other has defaulted in the performance of any obligation hereunder, it will provide at least thirty (30) days written notice to the other Party specifying the nature of the alleged default and opportunity to cure the default before exercising any remedy related to the alleged default.

10. **Opportunity to Cure.** Upon the failure of either Party to comply with the provisions of this Agreement, which failure continues beyond the thirty (30) day notice and cure period provided above, the other Party shall have the right to enforce the terms and provisions of this Agreement by specific performance, or by such other legal or equitable relief to which the non-defaulting Party may be entitled.

11. **Remedies.** Any remedy or relief described in this Agreement shall be cumulative of and in addition to any other remedies and relief available at law or in equity. The foregoing notwithstanding, it is understood and agreed that in addition to any other remedy which the City may have upon default by Developer under this Agreement, should Developer fail to comply with the Subdivision Ordinance or any City development regulation, the City may terminate this Agreement. Upon termination pursuant to this subsection, all impact fee credits shall terminate.

12. **Agreement Not to be Pledged as Collateral.** Developer may not pledge this Agreement, or any credits granted hereunder, as collateral for purposes of securing financing for development of the Property.

ARTICLE II

Easement Acquisitions

1. **Responsibility for All Easements for Project.** Developer understands and agrees it is Developer's responsibility to dedicate, or acquire and dedicate, to the City at Developer's sole cost all necessary easements for the construction of the Project. All improvements and required dedications for the Project shall be provided by Developer at no cost to City in accordance with the City's Subdivision Ordinance and as approved by City Engineer. Engineering studies, plan/profile sheets, and other construction documents shall be provided by Developer prior to commencement of work on the Project. Such plans shall be approved by City Engineer or his agent prior to the issuance of a permit for the Project.

2. **Developer's Request for Assistance to Acquire One Off-Site Easement for the Project.** As of the date of this Agreement, Developer has acquired all of the offsite easements necessary for the construction of the Project save and except the easement required across the property owned by Jason P. Blake and spouse Shannon S. Blake (the "Blake Property"). Developer has requested the City's assistance to acquire the easement upon and across the Blake Property that is necessary for the construction of the Project if the Developer is not able to finalize the acquisition and purchase of and close on the "Blake Easement," defined below, within forty-five (45) days of the Effective Date of this Agreement. City hereby agrees to use its eminent domain authority to the extent permitted by law to acquire the offsite easement upon and across the Blake Property described in this Agreement (the "Blake Easement"). City's exercise of eminent domain authority shall also be subject to City's determination, in its sole discretion, that the Blake Easement is necessary for public use and that Developer exercised commercially reasonable efforts including, but not limited to, making a legitimate offer to purchase the Blake Easement compliant with the standards enunciated by SB 18. City's obligation, if any, to exercise its eminent domain authority pursuant to this Section 2. shall also be subject to the then approval and finding of necessity by the City Council.

3. **Developer to Pay all Costs and Expenses of Eminent Domain.** The City will exercise its eminent domain authority, if approved by the City Council, to condemn a sanitary sewer easement across the Blake Property if Developer pays all costs associated with acquiring the Blake Easement. Developer shall pay all costs and expenses, whether incurred by City or otherwise, in connection with such eminent domain action and acquisition of the Blake Easement including, but not limited to, settlements, court awards, damages, interest, expert witness fees, mediation fees, attorney's fees, staff time/costs, deposition costs, copy charges, courier fees, postage and taxable costs of court. From time to time and upon ten (10) days written or electronic notice from City, including the City Attorney, Developer shall advance, by wire transfer, funds to City to pay such costs and expenses. Each such notice to Developer shall itemize, in reasonable detail, the purposes (as described above) for which the funds are required, including the estimated, line-item costs. City shall undertake all eminent domain actions in accordance with SB 18, wherein the City shall have the right to make the necessary determinations of which interests are necessary for public use. If it is determined by a Court of competent jurisdiction that an interest to be acquired does not constitute public use, City shall have no obligation to continue acquisition thereof, and Developer shall have the continuing obligation to comply with Section 1 of this Article II. Upon request, City shall provide to Developer copies of all appraisal reports, including updates, if any, at least 30 days prior to all offers being made to landowners. City shall also provide to Developer prior notice of the attorneys, appraisers, and other consultants that City will engage to assist in connection with the acquisitions. City shall provide to Developer a monthly accounting of all costs and expenses paid or incurred by City in connection with this Section 3. Developer's default in payment of any advance requested under this Section 3 shall provide City the immediate right to cease any actions or efforts to acquire the Blake Easement until full payment is actually received. In addition, City shall have the right to immediately terminate this Agreement and

withhold any further development approvals and permits for the Property if Developer fails to make any payment or advance under this Section 3.

4. **Developer's Construction of the Project.** The Parties agree and acknowledge that Developer shall design and construct the Honey Creek Sanitary Sewer Line Project in accordance with the City's design and construction standards. The Honey Creek Sanitary Sewer Line Project contemplated by this Agreement shall be subject to City's inspection and approval upon completion.

5. **Time to Commence Construction.** Developer shall not begin construction of any portion of the Honey Creek Sanitary Sewer Line Project until such time as Developer has acquired and conveyed to City all easements required for the construction of the Project and City has obtained the final right of possession for the Blake Easement required for the construction of the Project and for the acquisition of which easement the City has been asked to exercise its power of eminent domain.

ARTICLE III

Pro Rata Fees

1. **Improvements Subject to Pro Rata.** The sanitary sewer improvements associated with the Project ("Improvements") identified herein above are subject to reimbursements collected from third parties in accordance with City Ordinances.

2. **City to Collect Fees for Ten Years.** City agrees to collect any fees due to Developer related to the construction of the Improvements as the "Intervening Properties," defined herein below, utilizing such Improvements are developed during the period of ten (10) years after the date of execution of this agreement. "Intervening Property" or "Intervening Properties" means and includes the subdivision(s) platted, replatted or otherwise developed along and about those sections of the Improvements that are constructed and installed off-site from the Property and situated adjacent to and located between the point at which the Improvements are connected to the City's sanitary sewer system and the closest boundary of the Property that tie into and connect with the Improvements. The Property, and any portion of the Property, is not an "Intervening Property."

3. **Basis for Determining Pro Rata.**

a. For any Intervening Property utilizing such Improvements, any costs due Developer shall be prorated by the use the Intervening Property bears to the amount due. Such costs are usually based on the front footage along the street, alley and/or easement where the Improvements are located. However, if the Intervening Property 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 McKinney Code and the requirements of Texas Local Government Code § 212.904.

b. All such reimbursements or prorations shall be based on the Developer's actual cost of the Improvements at the time of their construction, subject to comparison with other current unit and/or project costs, and the City Engineer's approval of such reported costs.

4. **Pro Rata Paid Only from Monies Received.** Any reimbursements or prorations to the Developer by the City for the cost of Improvements shall be paid only from monies received by the City from the subdividing or development of the Intervening Properties utilizing such Improvements, and such rebates or payments shall not be made until such monies are received by the City, unless other provisions are approved by the City Council.

5. **Recovery of Property Acquisition Cost.** Notwithstanding the foregoing, the owner of any Intervening Property shall also pay one hundred percent (100%) of the costs incurred by the Developer to acquire an easement upon, over, under and across the Intervening Property. The pro rata cost of constructing the Improvements shall be paid in addition to the Developer's cost to acquire the easement upon, over, under and across the Intervening Property. Developer shall provide City with acceptable documentation of the parcel by parcel cost of acquiring easements from the owners of Intervening Properties from whom easements were purchased. The documentation of such cost including, but not limited to, an illustration and a breakdown of the costs on a parcel by parcel basis shall be provided to the City prior to final acceptance of the Improvements for use in determining pro-rata fees to be collected for Developer's benefit.

6. **Payment by City.** The pro rata share paid by the owner of any Intervening Property to the City will be forwarded to the Developer within sixty (60) days of receipt by the City. Subject to the requirements of this Article III, pro rata may only be collected from the following identified Intervening Properties subject to the requirements of the City's Ordinances:

- a. Jason Blake – 33.756 acres;
- b. Eddie Howell – 65.98 acres; and,
- c. Geojojo Businesses, LP – 73.436 acres.

The Intervening Properties that may be subject to the payment of pro rata are also depicted on Exhibit G attached hereto and incorporated herein by reference.

7. **Developer Must Provide City Documentation for Pro Rata.** The Developer shall provide the City with acceptable documentation of actual construction costs for the construction of the qualifying Improvements prior to final acceptance of the Improvements for use in determining pro-rata fees to be owed to Developer.

8. **Effect of Failure to Provide Documentation.** Developer's failure to timely provide the City with acceptable documentation of actual construction costs of the Improvements shall invalidate this Agreement with respect to any Intervening Property that files an application for a development permit prior to the City's receipt of such documentation and calculation of pro rata fees. Pro rata funds that are collected by the City from other Intervening Properties tying into this sewer line will be reimbursed to Developer for a period of up to 10 years from the date of the City's final acceptance of the Honey Creek Sanitary Sewer Line Project.

ARTICLE IV

General Provisions

1. **Other Applicable Development Ordinances.** Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer from responsibilities for the construction of the Project under applicable development ordinances of the City.

2. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in Collin County, Texas.

3. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the City:	The City of McKinney, Texas P.O. Box 517 222 N. Tennessee Street McKinney, Texas 75069 Attn: City Manager's Office
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If to the Developer:	McKINNEY RANCH, LTD. 11520 N. Central Expressway Suite 138 Dallas, Texas 75243
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4. **Prevailing Party.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

5. **Sovereign Immunity.** The Parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement; however, for purposes of enforcement of this Agreement, the City agrees that it has waived its sovereign immunity, and to that extent only.

6. **Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

7. **Consideration.** This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

8. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Electronic signatures shall be binding and shall have the same force and effect as an original signature.

9. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against either Party.

10. **Savings/Severability.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

11. **Authority to Execute.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. This Agreement is and shall be binding upon the Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

12. **Indemnification.** From the Effective Date of this Agreement to the date on which all work with respect to the Project is completed and all improvements, as contemplated herein, have been accepted by the City, Developer does hereby agree to release, defend, indemnify and hold harmless the City and its elected and appointed officials, officers, employees and agents from and against all actual damages (but not consequential or punitive damages), injuries (including

death), claims, property damages (including loss of use) losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses (including reasonable attorney's fees and expenses incurred in enforcing this indemnity), caused by the negligent, grossly negligent, and/or intentional act and/or omission of Developer, or any other third parties for whom Developer engaged, in its/their performance of this Agreement. Developer is expressly required to defend the City against all such claims arising under this Agreement, and the City is required to reasonably cooperate and assist developer(s) in providing such defense. Developer shall not be required to indemnify the City from claims caused in whole or in part by the City's negligent, grossly negligent, and/or intentional acts and/or omissions, or any other third parties for whom the City engaged.

13. **Approval of Counsel.** In its reasonable discretion, the City shall have the right to approve counsel to be retained by Developer in fulfilling its obligation hereunder to defend and indemnify the City. The City reserves the right to provide a portion or all of its own defense, at its sole cost; however, the City is under no obligation to do so. Any such action by the City is not to be construed as a waiver of Developer's obligation to defend the City or as a waiver of Developer's obligation to indemnify the City pursuant to this Agreement. Developer shall retain City-approved defense counsel within ten (10) business days of the City's written notice that the City is invoking its right to indemnification under this Agreement.

14. **Survival.** Article IV, Paragraph 12, "Indemnification," and Paragraph 18, "Rough Proportionality and Waiver of Claims," shall survive the termination of this Agreement.

15. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

16. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

17. **Applicability of City Ordinances.** The signatories hereto shall be subject to all applicable ordinances of the City, whether now existing or in the future arising.

18. **Rough Proportionality and Waiver of Claims.** Developer has voluntarily agreed to undertake the construction of the Oversize Line for the Project in exchange for reimbursement of the costs associated with the oversizing of the subject sanitary sewer line as described in this Agreement. The construction of the Project is not a condition of approval or acceptance of the development of the Property. **Developer waives any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Tex. Loc. Gov't. Code and any federal constitutional claims. Developer further releases City from any and all claims**

based on excessive or illegal exactions. Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. Developer shall indemnify and hold harmless City from any claims and suits of third parties, including but not limited to Developer's successors, assigns, grantees, vendors, trustees or representatives, brought pursuant to this Agreement or the claims or types of claims described in this paragraph.

19. **Maintenance Bond.** Prior to final acceptance of the Project and other necessary public facilities installed for any portion or phase of the Property, the Developer shall furnish to City a good and sufficient maintenance bond in the amount of fifteen percent (15%) of the contract price of such improvements, or in such lesser amount as approved by the City Engineer, with 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 that portion or phase of the Property, for a period of two (2) years from the date of final acceptance of such improvements.

20. **No Waiver of Development Ordinances.** No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision or any other agreement between the Parties. No waiver of any provision of this Agreement will be deemed to constitute a continuing waiver unless expressly provided for by written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. Nothing herein shall waive any obligations of Developer under applicable ordinances, including but not limited to the subdivision ordinance, the sewer and water impact fee ordinance, or the roadway impact fee ordinance.

21. **Governmental Authority.** Nothing in this Agreement shall be construed to limit, restrict, modify, or abrogate the City's governmental authority or ordinances respecting the facilities and utility improvements contemplated by the terms of this Agreement except as specifically waived or modified herein or by specific action of the City Council, nor the City's duty to provide for the public health, safety, and welfare in the construction or maintenance of the same.

22. **Binding Obligation.** This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, successors, and assigns.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the Effective Date.

CITY OF MCKINNEY

By: _____
PAUL G. GRIMES
City Manager


ATTEST:

SANDY HART, TRMC, MMC
City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

MCKINNEY RANCH, LTD.,
a Texas limited partnership, by and
through its General Partner, **Creu
Property, Corp.**, a Texas corporation,

By: 

SANTIAGO JORBA
Vice President

Date Signed: 4/2/2018

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 _____, 2018.

Notary Public _____ County, Texas
My commission expires _____

THE STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared SANTIAGO JORBA, in his capacity as Vice President of Creu Property Corp., a Texas corporation, the General Partner of **McKINNEY RANCH, LTD.**, a Texas limited partnership, 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 said corporation and limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2nd
DAY OF April, 2018.

Sylvia Ann Utley
Notary Public Dallas County, Texas
My commission expires 9/19/2020

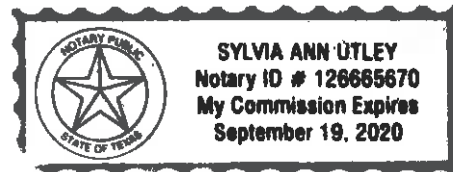


Exhibit A

General Description and Depiction of the 254 Acre Tract

BEING a tract of land situated in the Meredith Hart Survey, Abstract Number 371, Collin County, Texas, and being all of the called 254.64 acre tract of land to Honey Creek Joint Venture II, as recorded in Collin County File Number 94-0092023, of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1 inch iron pipe found in a North-South paved road (County Road Number 202) at the northwest corner of said Meredith Hart Survey and the northwest corner of said Honey Creek tract, said point also being the southwest corner of a tract of land to Malinda A. Warden called Tract 2 as recorded in Collin County File No. 2005-0055890 of said Deed Records and lying on the east line of a tract of land to Robert Allen Davis and Laurie L. Davis as recorded in Volume 3543, Page 396 of said Deed Records;

THENCE South 88 degrees 52 minutes 49 seconds East along the north line of said Honey Creek tract a distance of 155.17 feet to a 5/8 inch iron rod found for the southeast corner of said Warden tract lying on the south right-of-way line of Farm Road No. 543, (a variable width right-of-way), said point also lying at the beginning of a curve to the left;

THENCE with said curve to the left and along said south line of Farm Road No. 543 having a radius of 359.62 feet, a central angle of 27 degrees 16 minutes 51 seconds, an arc length of 171.23 feet, a chord bearing of South 75 degrees 14 minutes 21 seconds East a distance of 169.62 feet to a broken concrete highway monument found for corner;

THENCE South 88 degrees 52 minutes 49 seconds East continuing along said south line of Farm Road No. 543 a distance of 1135.30 feet to a broken concrete highway monument found for corner at the beginning of a curve to the right;

THENCE with said curve to the right continuing along said south line of Farm Road No. 543 having a radius of 2825.16 feet, a central angle of 02 degrees 43 minutes 37 seconds, an arc length of 134.47 feet, a chord bearing of South 87 degrees 20 minutes 32 seconds East a distance of 134.46 feet to 1/2 inch iron rod found for the most northerly northeast corner of said Honey Creek tract and the northwest corner of a tract of land to Evelyn Cole Family, LTD as recorded in Collin County File Number 2000-0040586 of said Deed Records;

THENCE South 01 degree 39 minutes 39 seconds West departing said south line of Farm Road No. 543 and along the common line of said Honey Creek tract and said Cole tract a distance of 1147.33 feet to a 1 inch iron pipe found for the southwest corner of said Cole tract and an inner ell corner of said Honey Creek tract;

THENCE South 87 degrees 32 minutes 32 seconds East along the south line of said Cole tract and the south line of a tract of land to Mescal Hill Wilson as recorded in Instrument Number 20091215001497350 of the Official Public Records of Collin County, Texas, passing the common southeast and southwest corner of said Cole and Wilson tracts and continuing a total distance of 1177.20 feet to a 3/8 inch iron rod found for the most easterly northeast corner of said Honey Creek tract and the northwest corner of a tract of land to Gregory Mills as recorded in Collin County File Number 2001-0044545 of said Deed Records;

THENCE South 01 degree 00 minutes 36 seconds West along the east line of said Honey Creek tract a distance of 1783.23 feet to a square bolt found for corner at an angle point on said east line, said point also being the southwest corner of a tract of land to Mackuehn Partners, LLC. as recorded in Instrument Number 20140131000096000 of said Official Records and the northwest corner of a tract of land to Robert Nicholas Oliver as recorded in Instrument Number 20070510000633570 of said Official Records;

THENCE South 00 degrees 57 minutes 33 seconds West continuing along the east line of said Honey Creek and along the west line of said Oliver tract a distance of 1062.76 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for a southeast corner of said Honey Creek tract and the southwest corner of said Oliver tract, said point also lying in the aforementioned County Road Number 202 and on the north line of a tract of land to Helen L. Cambell Supplemental Needs Trust as recorded in Instrument Number 20130423000545440 of said Official Records;

THENCE South 89 degrees 14 minutes 22 seconds West along the common line of said Honey Creek tract and said Trust tract along said County Road;

THENCE with the southerly line of said Honey Creek tract and the center of Honey Creek the following courses and distances;

North 60 degrees 24 minutes 45 seconds West a distance of 109.27 feet;
North 46 degrees 36 minutes 54 seconds West a distance of 72.41 feet;
North 54 degrees 51 minutes 40 seconds West a distance of 59.44 feet;
North 42 degrees 36 minutes 58 seconds West a distance of 84.43 feet;
North 49 degrees 15 minutes 50 seconds West a distance of 200.09 feet;
North 43 degrees 14 minutes 41 seconds West a distance of 168.42 feet;
North 18 degrees 52 minutes 24 seconds West a distance of 52.83 feet;
North 25 degrees 56 minutes 16 seconds East a distance of 66.43 feet;
North 12 degrees 20 minutes 03 seconds West a distance of 67.01 feet;
North 51 degrees 09 minutes 18 seconds West a distance of 90.73 feet;
South 80 degrees 11 minutes 04 seconds West a distance of 105.97 feet;
South 44 degrees 09 minutes 44 seconds West a distance of 157.50 feet;
North 71 degrees 32 minutes 52 seconds West a distance of 102.21 feet;
North 43 degrees 44 minutes 50 seconds West a distance of 177.80 feet;
North 60 degrees 01 minutes 30 seconds West a distance of 206.11 feet;

North 48 degrees 50 minutes 27 seconds West a distance of 157.77 feet;
North 30 degrees 38 minutes 03 seconds West a distance of 105.92 feet;
North 53 degrees 16 minutes 07 seconds West a distance of 86.80 feet;
North 83 degrees 45 minutes 32 seconds West a distance of 167.62 feet;
North 15 degrees 09 minutes 06 seconds West a distance of 212.76 feet;
North 13 degrees 24 minutes 18 seconds West a distance of 90.73 feet;
North 40 degrees 03 minutes 14 seconds West a distance of 41.74 feet;

THENCE North 47 degrees 29 minutes 14 seconds East departing said center of Honey Creek a distance of 44.08 feet to a 5/8 inch iron rod found for corner on the west line of said Honey Creek tract;

THENCE North 00 degrees 45 minutes 31 seconds West along the west line of said Honey Creek tract a distance of 582.40 feet to a 5/8 inch iron rod found for corner;

THENCE North 12 degrees 05 minutes 41 seconds West continuing along said west line a distance of 84.06 feet to a 5/8 inch iron rod found for corner;

THENCE North 25 degrees 09 minutes 52 seconds West continuing along said west line a distance of 181.31 feet to a 5/8 inch iron rod found for corner;

THENCE North 00 degrees 31 minutes 02 seconds East continuing along said west line and generally near the center of said County Road Number 202 a distance of 1340.78 feet to a 1/2 inch iron rod found for corner;

THENCE North 01 degree 14 minutes 46 seconds East continuing along said west line and said County Road Number 202 a distance of 538.52 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

THENCE North 00 degrees 00 minutes 58 seconds West continuing along said west line and said County Road Number 202 a distance of 671.18 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

THENCE North 00 degrees 09 minutes 16 seconds East continuing along said west line and said County Road Number 202 a distance of 576.89 feet to the POINT OF BEGINNING containing 11,090,197 square Feet, or 254.596 acres of land.

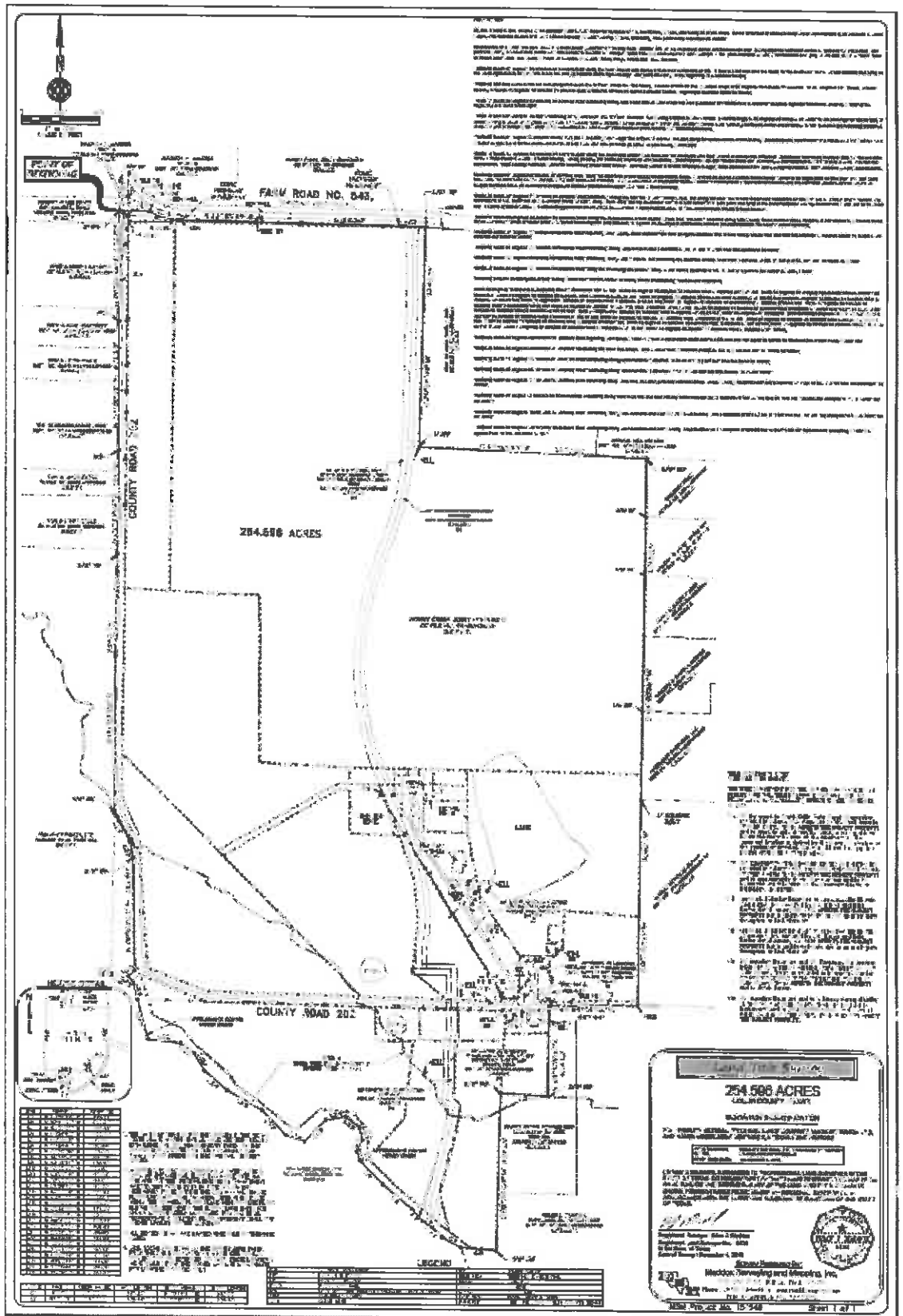


EXHIBIT B

The Utility Project Map

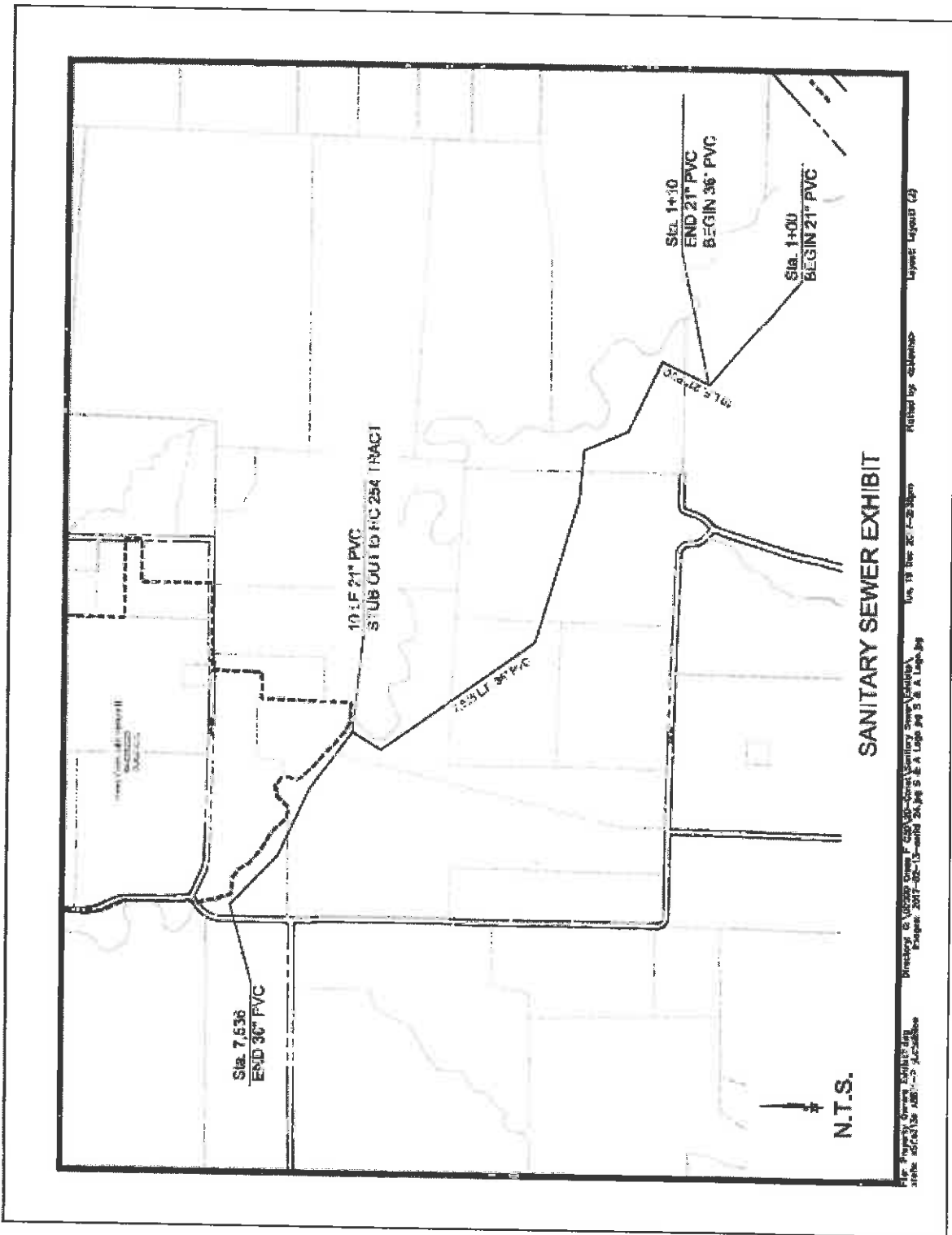


EXHIBIT C

Impact Fee Credit Eligible Utility Improvements

The Honey Creek Sanitary Sewer Line Project identified in this Agreement consists of the construction and installation of a thirty-six inch (36") diameter sanitary sewer line approximately 7,526 linear feet long together with all required manholes tied in to the City's existing sanitary sewer system together with any and all other appurtenances including, but not limited to, fittings, connections, clearing, trench safety, erosion control and testing complete and in place ready for City inspection, acceptance and use.

EXHIBIT D

Onsite and Offsite Easements Obtained by Developer

Easement 1: Collin County

Easement 2: Geojojo Businesses, LP

Easement 3: Eddie P. Howell

Easement 4: McKinney Ranch Ltd.

Easement 5: McKinney Ranch Ltd.

Easement 1

COURT ORDER NO. 2017- 991 -12-11

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Sanitary Sewer Easement Agreement, City of McKinney – Engineering

On December 11, 2017, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Keith Self
Susan Fletcher
Cheryl Williams
John D. Thomas
Duncan Webb

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of a Sanitary Sewer Easement Agreement.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of a Sanitary Sewer Easement Agreement to grant an easement to the City of McKinney on County owned property along the south side of Honey Creek. Same is hereby approved in accordance with the attached documentation.



Keith Self

Keith Self, County Judge

Susan Fletcher

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams

Cheryl Williams, Commissioner, Pct. 2

John D. Thomas

John D. Thomas, Commissioner, Pct. 3

Duncan Webb

Duncan Webb, Commissioner, Pct. 4

ATTEST:
Stacey Kemp

Stacey Kemp, Ex-Officio Clerk
Commissioners Court
Collin County, TEXAS

\\collin\off\Commissioners Court\sthephange\1\Word Data\0-1-2017\COURT ORDER\512-11-17 Court\Sign\44195 - Sanitary Sewer Easement Agreement - CoMcKinney 1211.doc

AFTER RECORDING, RETURN TO:

City Secretary
CITY OF MCKINNEY
P.O. Box 517
McKinney, Texas 75070

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SANITARY SEWER EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That *COLLIN COUNTY*, ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the *CITY OF MCKINNEY*, a Texas municipal corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT, and CONVEY unto Grantee a non-exclusive easement and right to construct, reconstruct and perpetually maintain a sanitary sewer line and all necessary appurtenances thereto (the "Facilities") in, on, under, over and across the following described property:

BEING 5,659 square feet or 0.130 acres in Lot 1R, Block 1, in the Meredith Hart Survey, Abstract No. 371, City of McKinney, Collin County, Texas, and being more particularly described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof (the "Easement Property").

Sanitary Sewer Easement Collin County.doc
12/11/2017

Page 1 of 3

Grantor hereby grants to Grantee a temporary construction easement of twenty-five feet (25') running parallel along and abutting the eastern side(s) of the Easement Property depicted in Exhibit B, with rights of ingress and egress for the construction of said Facilities, such temporary construction easement terminating upon completion of said Facilities.

Improvements approved by the Grantee may be placed on the Easement Property which are compatible with the use of the easement and Facilities.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the easement granted herein.

TO HAVE AND TO HOLD the Easement Property unto the Grantee for the purposes herein set forth, Grantor hereby binds itself and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend the easement and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

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WITNESS THE GRANTOR'S HAND this 11th day of December, 2017.

COLLIN COUNTY,

By: *Keith Self*
Name: Keith Self
County Judge: _____

APPROVED AS TO FORM:

Printed Name: _____
Title: _____
Office of the City Attorney

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged on this the 11th day of December 2017, by Keith Self as County Judge of COLLIN COUNTY.



Hilari Monk
Notary Public, State of Texas

EXHIBIT "A"

SANITARY SEWER EASEMENT
5,659 square Feet, or 0.130 of an acre of land

BEING a tract of land situated in the Meredith Hart Survey, Abstract Number 371, Collin County, Texas, and being a portion of a tract of land to Collin County, Texas, being described as Lot 1R, Block 1 of the amending plat of Collin County Justice Center, an addition to the City of McKinney, Texas as recorded in Instrument Number 20060916010003990 of the Official Public Records Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found lying on the west line of said Lot 1R same being the east line of Community Boulevard, a 40' R.O.W. as recorded and dedicated in Cabinet H, Slide 226 of the Official Public Records Collin County, Texas;

THENCE North 36 degrees 44 minutes 08 seconds East along the west line of said Lot 1R and the east line of said Community Boulevard, a distance of 185.84 feet to a 1/2 inch iron rod with cap stamped "HALFF" found for corner;

THENCE North 21 degrees 51 minutes 13 seconds East continuing along the west line of said Lot 1R and the east line of said Community Boulevard, a distance of 220.60 feet to a 1/2 inch iron rod with cap stamped "R.P.L.S. 6256" found for the northwest corner of said Lot 1R;

THENCE South 59 degrees 35 minutes 36 seconds East along the north line of said Lot 1R, passing the southwest corner of a tract of land to Jason P. Blake and spouse Shannon S. Blake recorded in Instrument Number 20160519000616260 of the Official Public Records Collin County, Texas at approximately 300 feet and continuing along the common line of said Blake tract and said Lot 1R, a total distance of 1231.26 feet to the POINT OF BEGINNING of the herein described tract


THENCE South 89 degrees 35 minutes 36 seconds East continuing along said common line, a distance of 27.63 feet to a point for corner;

THENCE departing said common line and through the interior of said Lot 1R the following courses and distances;

THENCE South 25 degrees 37 minutes 49 seconds West a distance of 236.32 feet to a point for corner;

THENCE North 46 degrees 23 minutes 37 seconds West a distance of 26.26 feet to a point for corner;

THENCE North 25 degrees 37 minutes 49 seconds East a distance of 216.43 feet to the POINT OF BEGINNING containing 5,659 square Feet, or 0.130 of an acre of land.


Maddox Surveying &
Mapping Inc.
P.O. BOX 2109
FORNEY, TEXAS 75136
(972) 364-1418
PBM REG. NO. 10013200

PAGE 1 OF 2



Brian J. Maddox II
BRIAN J. MADDOX II P.L.S. #8659
JUNE 23, 2017

LINE	BEARING	DISTANCE
L1	N 39°44'08" E	185.84
L2	N 21°51'13" E	220.60
L3	S 89°28'08" E	27.63
L4	S 25°37'49" W	230.32
L5	N 45°23'37" W	26.28
L6	N 26°37'49" E	216.43

EXHIBIT "A"



BASIS OF BEARING:

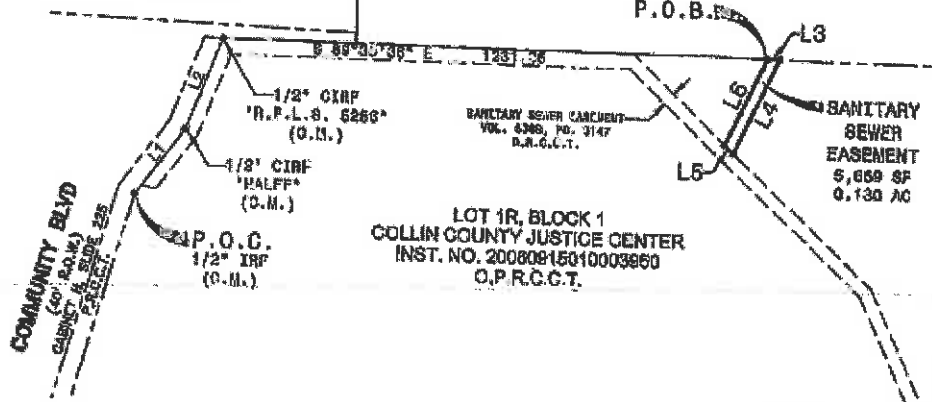
THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4803), GEODETIC BEARING ESTABLISHED BY GPS MEASUREMENTS TAKEN IN THE FIELD.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACTOR OR TITLE COMMITMENT, THEREFORE NO SEARCH OF RECORDED EASEMENTS WAS PERFORMED ON THE SUBJECT PROPERTY.

LEGEND
 1/2" IRF - IRON ROD FOUND
 CIRCLED IRON ROD FOUND
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 (O.N.) - CONTROLLING MONUMENT
 D.R.C.C.T. - DEED RECORDS COLLIN COUNTY, TEXAS
 O.P.R.C.C.T. - OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS

EDDIE P. HOWELL AND WIFE
 GAILYN A. HOWELL
 VOLUME 1128 PAGE 159
 D.R.C.C.T.

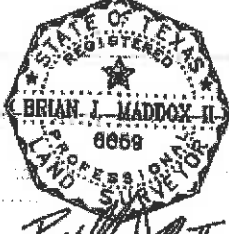
JASON P. BLAKE AND SPOUSE
 SHANNON S. BLAKE
 INST. NO. 20100519000R13280
 O.P.R.C.C.T.



LOT 1R, BLOCK 1
 COLLIN COUNTY JUSTICE CENTER
 INST. NO. 20080815010003960
 O.P.R.C.C.T.

SANITARY SEWER EASEMENT

0.130 OF AN ACRE
 TRACT OF LAND SITUATED IN THE
 MITREDDITH HART SURVEY ABSTRACT NO. 371 COLLIN
 COUNTY, TEXAS EMBRACING A PORTION OF A TRACT OF
 LAND TO COLLIN COUNTY, TEXAS, BEING DESCRIBED AS
 LOT 1R, BLOCK 1 COLLIN COUNTY JUSTICE CENTER, AN
 ADDITION TO THE CITY OF MCKINNEY AS RECORDED IN
 INSTRUMENT NUMBER 20060915010003960 OFFICIAL
 PUBLIC RECORDS COLLIN COUNTY, TEXAS
 PAGE 2 OF 2



BRIAN J. MADDOX II, P.L.S. #8659
 JUNE 23, 2017

MI
 Maddox Surveying &
 Mapping Inc.
 P.O. BOX 2169
 FORNEY, TEXAS 75026
 (972) 561-4416
 FIRM REG. NO. 10013200

Easement 2

AFTER RECORDING, RETURN TO:

City Secretary
CITY OF MCKINNEY
P.O. Box 517
McKinney, Texas 75070

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SANITARY SEWER EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That *GEOJOJO BUSINESSES, LP.*, a Texas Limited Partnership ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the *CITY OF MCKINNEY*, a Texas municipal corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT, and CONVEY unto Grantee a non-exclusive easement and right to construct, reconstruct and perpetually maintain a sanitary sewer line and all necessary appurtenances thereto (the "Facilities") in, on, under, over and across the following described property:

BEING 15,271 square feet or 0.351 acres in the Meredith Hart Survey, Abstract No. 371, City of McKinney, Collin County, Texas, and being more particularly described in Exhibit "A" and

City of McKinney - Sanitary Sewer Easement LARGANGE - GEOJOJO
1/10/2018

Page 1 of 3

depicted on Exhibit "B" attached hereto and made a part hereof (the "Easement Property").

Grantor hereby grants to Grantee a temporary construction easement of twenty-five feet (25') running parallel along and abutting the West side(s) of the Easement Property depicted in Exhibit B, with rights of ingress and egress for the construction of said Facilities, such temporary construction easement terminating upon completion of said Facilities.

Improvements approved by the Grantee may be placed on the Easement Property which are compatible with the use of the easement and Facilities.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the easement granted herein.

TO HAVE AND TO HOLD the Easement Property unto the Grantee for the purposes herein set forth, Grantor hereby binds itself and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend the easement and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

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WITNESS THE GRANTOR'S HAND this 31st day of January, 2018.

GEOJOJO BUSINESSES, LP,

a Limited Partnership



By: _____
Name: Kirby Jones
Title: Authorized Signer

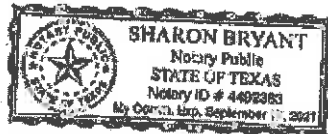
APPROVED AS TO FORM:

Printed Name: _____
Title: _____
Office of the City Attorney

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged on this the 31st day of January, 2018, by Kirby Jones as Authorized Signer of GEOJOJO BUSINESSES, LP, a Limited Partnership, on behalf of said LP.



Sharon Bryant
Notary Public, State of Texas

EXHIBIT A

SANITARY SEWER EASEMENT

15,271 Square Feet or 0.351 Acres of land

BEING a tract of land situated in the Meredith Hart Survey, Abstract Number 371, Collin County, Texas and being a part of a tract of land described in a deed to GEOJOJO BUSINESSES, LP as recorded in Instrument Number 20170602000717500 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 5/8 Iron rod with a plastic cap found at the northeast corner of said GEOJOJO tract, same being an inside all corner of the remainder of a tract of land described in a deed to MCKINNEY RANCH LTD as recorded in Instrument Number 20060208000170600 of the Deed Records of Collin County, Texas;

THENCE South 14 degrees 31 minutes and 38 seconds West, along the common line of a west line of said MCKINNEY RANCH LTD tract and the east line of said GEOJOJO tract, a distance of 19.25 feet to a point for corner on said common line and being the POINT OF BEGINNING;

THENCE South 14 degrees 31 minutes and 38 seconds West, continuing along said common line, a distance of 21.59 feet to a point for corner;

THENCE over and across said GEOJOJO tract, the following courses and distances:

North 53 degrees 21 minutes 10 seconds West, a distance of 401.32 feet to a point for corner;

North 65 degrees 27 minutes 35 seconds West, a distance of 386.17 feet to a point for corner;

East, a distance of 48.15 feet to a point for corner;

South 65 degrees 27 minutes 35 seconds East, a distance of 344.49 feet to a point for corner;

South 53 degrees 21 minutes 10 seconds East, a distance of 395.31 feet to the POINT OF BEGINNING

and containing 0.351 acres of land (15,271 Square Feet).



GENERAL NOTES:

1) BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS COORDINATE SYSTEM OF 1983 (NORTH CENTRAL ZONE) GEODETIC BEARINGS ESTABLISHED BY GPS MEASUREMENTS TAKEN IN THE FIELD.

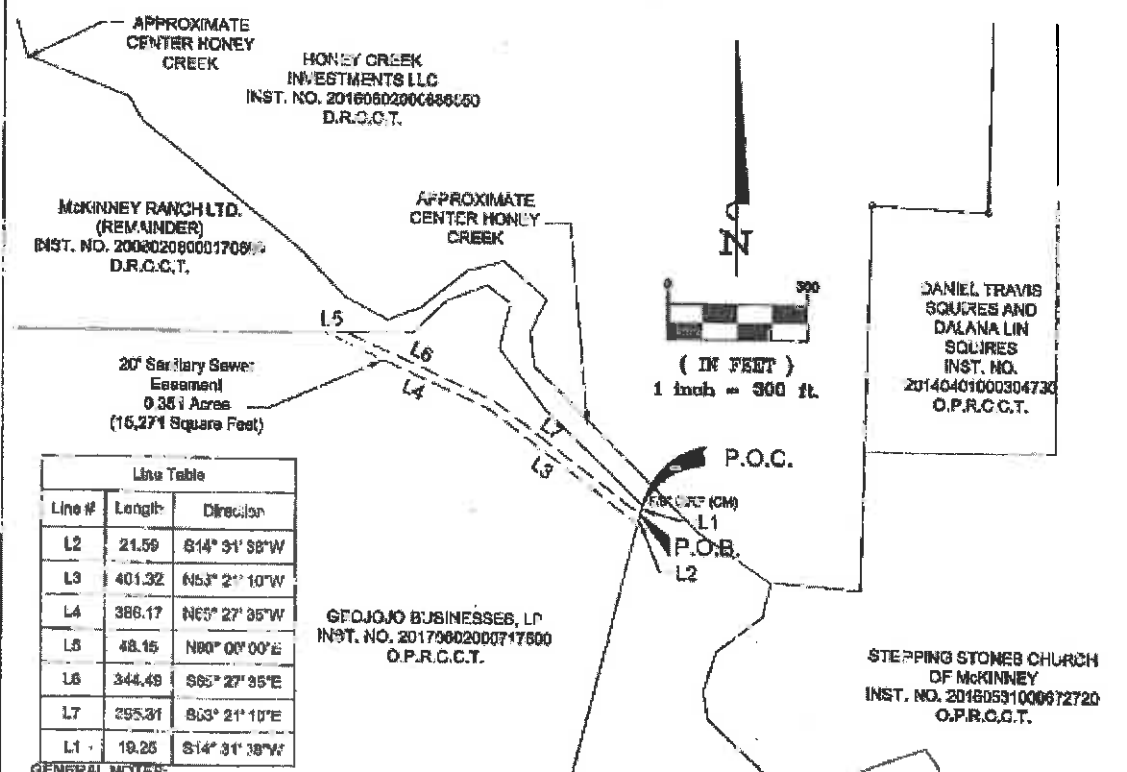
SANCHEZ & ASSOCIATES

PLANNING - ENGINEERING - SURVEYING
2000 N. McDonald St. Suite 100 McKinney, TX 75071
TBPLS Firm No. 10184352 - TRPE Firm No. P-8885
(469) 434-5900 Office

David A. Minton
DAVID A. MINTON
R.P.L.S. NO. 6233

SHEET 1 OF 2
JOB NO. 02001-009
DRAWN BY: DAM
DATE: 11/01/17

EXHIBIT B



Line Table

Line #	Length	Direction
L2	21.59	S14° 31' 38"W
L3	401.32	N53° 21' 10"W
L4	386.17	N65° 27' 35"W
L5	48.15	N80° 00' 00"E
L6	344.48	S65° 27' 35"E
L7	295.31	S63° 21' 10"E
L1	19.25	S14° 31' 38"W

GENERAL NOTES:

1) BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE (4202). GEODETIC BEARINGS ESTABLISHED BY GPS MEASUREMENTS TAKEN IN THE FIELD.

THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

LEGEND:

- IRF - IRON ROD FOUND
- CIRF - CAPPED IRON ROD FOUND
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- (C.M.) - CONTROL POINT
- D.R.C.C.T. - DEED RECORDS COLLIN COUNTY, TEXAS
- O.P.R.C.C.T. - OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS

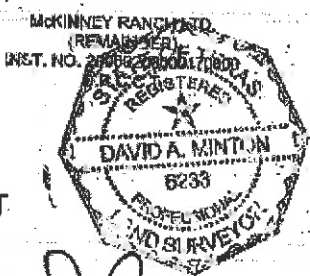
20' SANITARY SEWER EASEMENT

0.351 ACRES
TRACT OF LAND SITUATED IN THE MEREDITH HART SURVEY, ABSTRACT NO. 371 COLLIN COUNTY, TEXAS



SANCHEZ & ASSOCIATES

PLANNING - ENGINEERING - SURVEYING
2000 N. McDonald St. Suite 100 McKinney, TX 75071
TBPLS Firm No. 10194352 - TRPE Firm No. F-8965
(469) 424-5900 Office



David A. Minton
DAVID A. MINTON
R.P.L.S. NO. 6233

SHEET 2 OF 2
JOB NO. 02001-009
DRAWN BY: DAM
DATE: 11/01/17

Easement 3

AFTER RECORDING, RETURN TO:

City Secretary
CITY OF MCKINNEY
P.O. Box 517
McKinney, Texas 75070

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SANITARY SEWER EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That **EDDIE P. HOWELL**, ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the **CITY OF MCKINNEY**, a Texas municipal corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT, and CONVEY unto Grantee a non-exclusive easement and right to construct, reconstruct and perpetually maintain a sanitary sewer line and all necessary appurtenances thereto (the "Facilities") in, on, under, over and across the following described property:

BEING 29,312 square feet or 0.673 acres in the Meredith Hart Survey, Abstract No. 371, City of McKinney, Collin County, Texas, and being more particularly described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof (the "Easement Property").

City of McKinney - Sanitary Sewer Easement Language - HOWELL
11/3/2017

Page 1 of 3

Grantor hereby grants to Grantee a temporary construction easement of twenty-five feet (25') running parallel along and abutting the northern side(s) of the Easement Property depicted in Exhibit B, with rights of ingress and egress for the construction of said Facilities, such temporary construction easement terminating upon completion of said Facilities.

Improvements approved by the Grantee may be placed on the Easement Property which are compatible with the use of the easement and Facilities.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the easement granted herein.

TO HAVE AND TO HOLD the Easement Property unto the Grantee for the purposes herein set forth, Grantor hereby binds itself and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend the easement and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

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WITNESS THE GRANTOR'S HAND this 28 day of November, 2017.

Eddie P. Howell
Eddie P. Howell

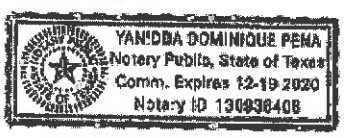
APPROVED AS TO FORM:

Printed Name: _____
Title: _____
Office of the City Attorney

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged on this the 28 day of NOVEMBER, 2017, by Eddie P. Howell.



YDPena
Notary Public, State of Texas

City of McKinney - Sanitary Sewer Easement Language - HOWELL
11/3/2017

EXHIBIT A

SANITARY SEWER EASEMENT

29,312 Square Feet or 0.673 Acres of land

BEING a tract of land situated in the Meredith Hart Survey, Abstract Number 371, Collin County, Texas and being a part of a called 65.630 acre tract of land described in a deed to Eddie P. Howell and wife Gailyn A. Howell, as recorded in Instrument Number Volume 1128, Page 159 of the Deed Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 3/8 Iron rod found in the approximate center of County Road 201 (Prescribed R.O.W.), same being the southwest corner of said Howell, and also being the most southerly, southeast corner of a called 1218.714 acre tract of land described in a deed to McKinney Ranch LTD tract as recorded in Instrument Number 20060208000170600 of the Official Public Records of Collin County, Texas

THENCE North 00 degrees 52 minutes and 19 seconds East, along the common line of the west line of said Howell tract and an east line of said McKinney Ranch LTD tract, a distance of 1240.63 feet to a point for corner on said common line and being the POINT OF BEGINNING;

THENCE North 00 degrees 52 minutes and 19 seconds East, continuing along said common line, a distance of 20.82 feet to a point for corner;

THENCE leaving said common line, over and across said Howell tract, the following courses and distances:

South 73 degrees 01 minutes 20 seconds East, a distance of 1185.79 feet to a point for corner;

South 84 degrees 38 minutes 42 seconds East, a distance of 278.92 feet to a point for corner in the common line of the east line of said Howell tract and the west line of a called 33.756 acre tract of land described in a deed to Jason P. Blake and wife Shannon S. Blake as recorded in Instrument Number 20160519000615260 of the Official Public Records of Collin County, Texas;

THENCE South 00 degrees 35 minutes 53 seconds West, along said common line, a distance of 20.07 feet to a point for corner;

THENCE leaving said common line, over and across said Howell tract the following courses and distances:

North 84 degrees 38 minutes 42 seconds West, a distance of 282.62 feet to a point for corner;

North 73 degrees 01 minutes 20 seconds West, along said common line, a distance of 1183.06 feet to the POINT OF BEGINNING and containing 0.673 acres of land (29,312 Square Feet).

GENERAL NOTES:

1) BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE (4300). GEODETIC BEARINGS ESTABLISHED BY GPS MEASUREMENTS TAKEN IN THE FIELD.



20' SANITARY SEWER EASEMENT

0.673 ACRES

TRACT OF LAND SITUATED IN THE MEREDITH HART SURVEY, ABSTRACT NO. 371
COLLIN COUNTY, TEXAS

SANCHEZ & ASSOCIATES

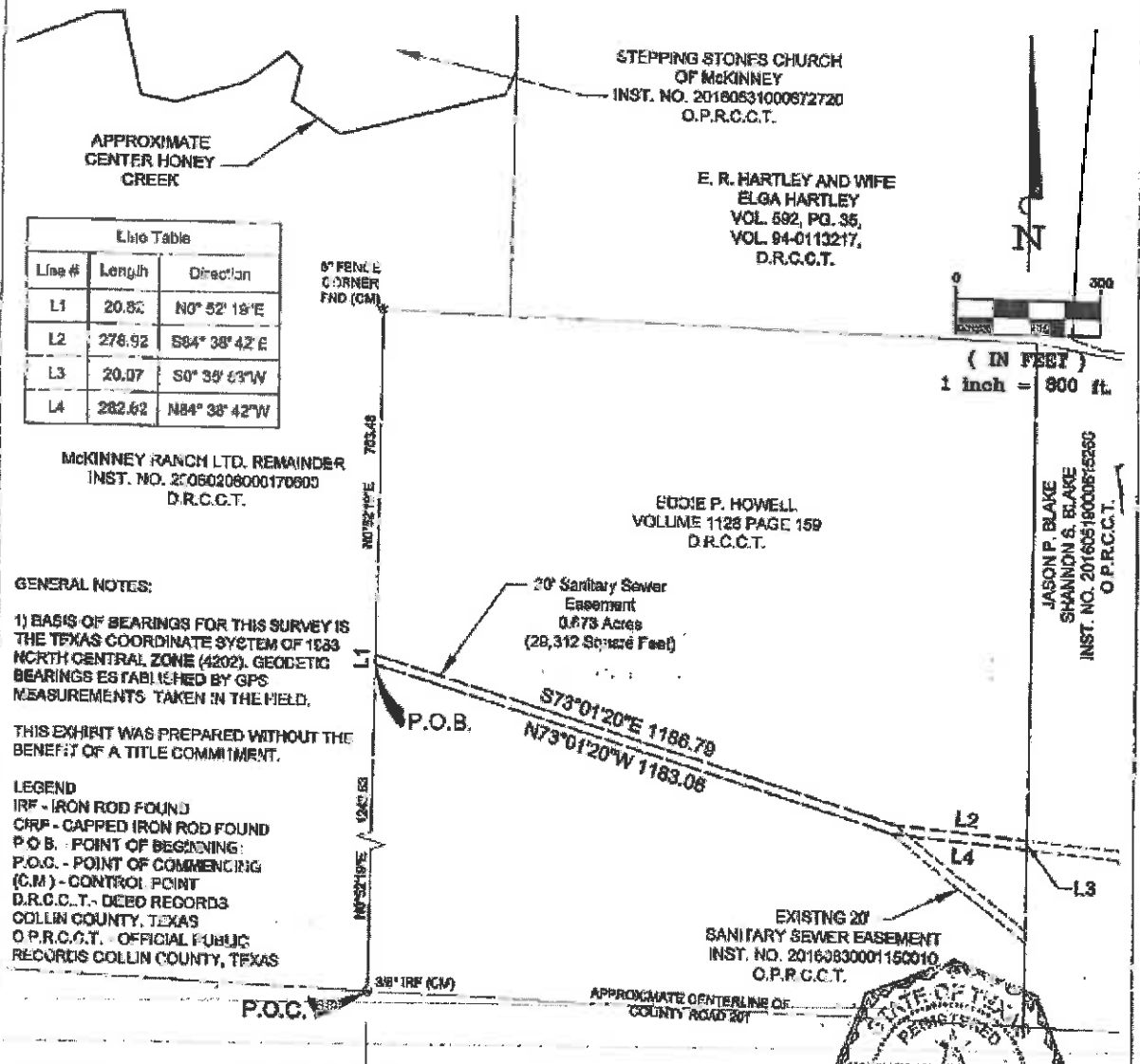
PLANNING - ENGINEERING - SURVEYING
2000 N. McDonald St. Suite 100 McKinney, TX 75071
TSPLS Firm No. 10-194392 - TBP# Firm No. F-8885
(409) 424-6100 Office



David A. Minton
DAVID A. MINTON
R.P.L.S. NO. 8233

SHEET 1 OF 2
JOB NO. 02001-008
DRAWN BY: DAM
DATE: 11/14/17

EXHIBIT B



GENERAL NOTES:
1) BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS COORDINATE SYSTEM OF 1633 NORTH CENTRAL ZONE (4202). GEODETIC BEARINGS ESTABLISHED BY GPS MEASUREMENTS TAKEN IN THE FIELD.

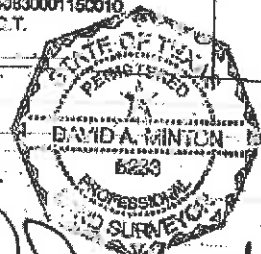
THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

LEGEND
IRF - IRON ROD FOUND
CRFP - CAPPED IRON ROD FOUND
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING
(C.M) - CONTROL POINT
D.R.C.C.T. - DEED RECORDS
COLLIN COUNTY, TEXAS
O.P.R.C.C.T. - OFFICIAL PUBLIC RECORDS
COLLIN COUNTY, TEXAS

20' SANITARY SEWER EASEMENT
0.873 ACRES
TRACT OF LAND SITUATED IN THE MEREDITH HART SURVEY, ABSTRACT NO. 371
COLLIN COUNTY, TEXAS



SANCHEZ & ASSOCIATES
PLANNING - ENGINEERING - SURVEYING
2000 N. McDonald St. Suite 100 McKinney, TX 75071
TBPLS Firm No. 10184352 - TBPE Firm No. F-8885
(469) 404-5900 Office



David A. Minton
DAVID A. MINTON
R.P.L.S. NO. 6223

SHEET 2 OF 2
JOB NO. 02001-009
DRAWN BY: DAM
DATE: 11/14/17

Easement 4

AFTER RECORDING, RETURN TO:

City Secretary
CITY OF MCKINNEY
P.O. Box 517
McKinney, Texas 75070

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SANITARY SEWER EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That *MCKINNEY RANCH LTD.*, a Texas Limited Company ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the *CITY OF MCKINNEY*, a Texas municipal corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT, and CONVEY unto Grantee a non-exclusive easement and right to construct, reconstruct and perpetually maintain a sanitary sewer line and all necessary appurtenances thereto (the "Facilities") in, on, under, over and across the following described property:

BEING 49,748 square feet or 1.142 acres in the Meredith Hart Survey, Abstract No. 371, City of McKinney, Collin County, Texas, and being more particularly described in Exhibit "A" and

City of McKinney - Sanitary Sewer Easement Language
11/1/2017

depicted on Exhibit "B" attached hereto and made a part hereof (the "Easement Property").

Grantor hereby grants to Grantee a temporary construction easement of twenty-five feet (25') running parallel along and abutting the West side(s) of the Easement Property depicted in Exhibit B, with rights of ingress and egress for the construction of said Facilities, such temporary construction easement terminating upon completion of said Facilities.

Improvements approved by the Grantee may be placed on the Easement Property which are compatible with the use of the easement and Facilities.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the easement granted herein.

TO HAVE AND TO HOLD the Easement Property unto the Grantee for the purposes herein set forth, Grantor hereby binds itself and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend the easement and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

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WITNESS THE GRANTOR'S HAND this 6 day of Dec, 2017.

MCKINNEY RANCH LTD,

a Texas Limited Company

By: Santiago Jorba
Name: Santiago Jorba
Title: Vice President

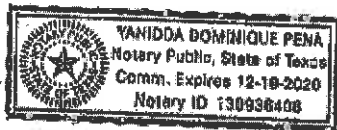
APPROVED AS TO FORM:

Printed Name: _____
Title: _____
Office of the City Attorney

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged on this the 6 day of Dec, 2017, by Santiago Jorba as Vice President of **MCKINNEY RANCH LTD**, a Texas Limited Company, on behalf of said LTD.



Y. Pena
Notary Public, State of Texas

EXHIBIT A

SANITARY SEWER EASEMENT

49,748 Square Feet or 1.142 Acres of land

BEING a tract of land situated in the Meredith Hart Survey, Abstract Number 371, Collin County, Texas and being a part of a tract of land described in a deed to McKinney Ranch LTD, as recorded in Instrument Number 20060208000170600 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 3/8 Iron rod found in the approximate center of County Road 201 (Prescribed R.O.W.), same being the southwest corner of a tract of land described in a deed to Eddie P. Howell recorded in Volume 1128, Page 159 of the Deed Records of Collin County, Texas and also being the most southerly, southeast corner of said McKinney Ranch LTD tract;

THENCE North 00 degrees 52 minutes and 19 seconds East, along the common line of the west line of said Howell tract and the east line of said McKinney Ranch LTD tract, a distance of 1240.63 feet to a point for corner on said common line and being the POINT OF BEGINNING;

THENCE leaving said common line, over and across said McKinney Ranch LTD tract, the following courses and distances:

North 73 degrees 01 minutes 20 seconds West, a distance of 189.91 feet to a point for corner;

North 35 degrees 19 minutes 41 seconds West, a distance of 1746.52 feet to a point for corner;

North 31 degrees 00 minutes 40 seconds East, a distance of 303.15 feet to a point for corner;

North 53 degrees 21 minutes 10 seconds West, a distance of 238.85 feet to a point for corner on the common line of a west line of said McKinney Ranch LTD tract and the east line of a tract of land described in a deed to GeoJolo Businesses LP as recorded in Instrument Number 20170602000717500 of the Official Public Records of Collin County Texas;

THENCE North 14 degrees 31 minutes 38 seconds East, along said common line, a distance of 21.59 feet to a point for corner thereon;

THENCE leaving said common line, over and across said McKinney Ranch LTD tract, the following courses and distances:

South 53 degrees 21 minutes 10 seconds East, a distance of 245.01 feet to a point for corner;

North 31 degrees 00 minutes 40 seconds East, a distance of 8.96 feet to a point for corner;

South 58 degrees 59 minutes 20 seconds East, a distance of 20.00 feet to a point for corner;

South 31 degrees 00 minutes 40 seconds East, a distance of 319.14 feet to a point for corner;

South 35 degrees 19 minutes 41 seconds East, a distance of 1726.62 feet to a point for corner;

South 73 degrees 01 minutes 20 seconds East, a distance of 177.31 feet to a point for corner;

South 01 degrees 51 minutes 17 seconds West, a distance of 20.82 feet to the POINT OF BEGINNING and containing 1.142 acres of land (49,748 Square Feet).

GENERAL NOTES:

1) BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS COORDINATE SYSTEM OF 1981 NORTH CENTRAL ZONE (4202). GEODESIC BEARINGS ESTABLISHED BY GPS MEASUREMENTS TAKEN IN THE FIELD.

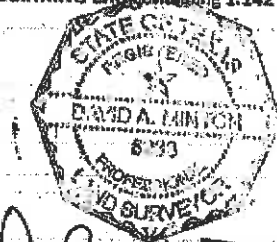
20' SANITARY SEWER EASEMENT
1.142 ACRES

TRACT OF LAND SITUATED IN THE MEREDITH HART
SURVEY, ABSTRACT NO. 371
COLLIN COUNTY, TEXAS



SANCHEZ & ASSOCIATES

PLANNING - ENGINEERING - SURVEYING
2000 N. McDonald St. Suite 100 McKinney, TX 75071
TBPLS Firm No. 10194352 - TBPE Firm No. F-8866
(469) 424-8800 Office



DAVID A. MINTON
R.P.L.S. NO. 6233

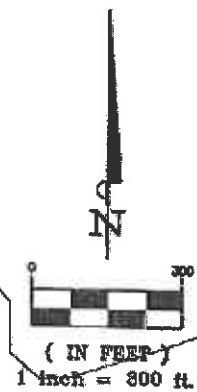
SHEET 1 OF 2
JOB NO. 02001-009
DRAWN BY: DAM
DATE: 11/01/17

EXHIBIT B

GEOJOJO BUSINESSES, LP
 INST. NO. 20170602030717500
 O.P.R.C.C.T.

STEPPING STONES CHURCH
 OF MCKINNEY
 INST. NO. 20160531000672720
 O.P.R.C.C.T.

Line Table		
Line #	Length	Direction
L1	189.91	N73° 01' 20"W
L2	303.15	N31° 00' 40"E
L3	238.86	N53° 21' 10"W
L4	21.59	N14° 31' 38"E
L5	245.01	S53° 21' 10"E
L6	8.96	N31° 00' 40"E
L7	20.00	S58° 59' 20"E
L8	319.14	S31° 00' 40"W
L9	177.31	S73° 01' 20"E
L10	20.82	S0° 51' 17"W



GENERAL NOTES:

1) BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE (#202). GEODETIC BEARINGS ESTABLISHED BY GPS MEASUREMENTS TAKEN IN THE FIELD.

THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

LEGEND

- IRF - IRON ROD FOUND
- CIRF - CAPPED IRON ROD FOUND
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- (C.M.) - CONTROL POINT
- D.R.C.C.T. - DEED RECORDS COLLIN COUNTY, TEXAS
- O.P.R.C.C.T. - OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS

20' Sanitary Sewer Easement
 1.142 Acres
 49,748 Square Feet

MCKINNEY RANCH LTD. REMAINDER
 INST. NO. 20080208000170600
 D.R.C.C.T.

6" FENCE CORNER FND (C.M.)

EXISTING 20' SANITARY SEWER EASEMENT
 INST. NO. 20160530001150010
 O.P.R.C.C.T.

EDDIE P. HOWELL
 VOLUME 1128 PAGE 169
 D.R.C.C.T.

L9
 L1
 L10
 P.O.B.

APPROXIMATE CENTERLINE OF COUNTY ROAD 201

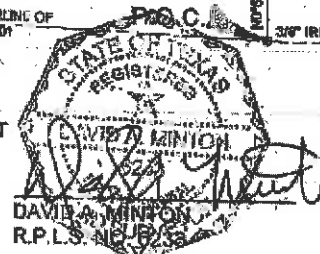
20' SANITARY SEWER EASEMENT 1.142 ACRES

TRACT OF LAND SITUATED IN THE MEREDITH HART SURVEY, ABSTRACT NO. 371
 COLLIN COUNTY, TEXAS



SANCHEZ & ASSOCIATES

PLANNING - ENGINEERING - SURVEYING
 2000 N. McDonald St. Suite 100 McKinney, TX 75074
 TBPLS Firm No. 10194352 - TBPE Firm No. F-8965
 (469) 424-5900 Office



SHEET 2 OF 2
 JOB NO. 02001-009
 DRAWN BY: DAM
 DATE: 10/31/17

Easement 5

AFTER RECORDING, RETURN TO:

City Secretary
CITY OF MCKINNEY
P.O. Box 517
McKinney, Texas 75070

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SANITARY SEWER EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That *MCKINNEY RANCH LTD.*, a Texas Limited Company ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the *CITY OF MCKINNEY*, a Texas municipal corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT, and CONVEY unto Grantee a non-exclusive easement and right to construct, reconstruct and perpetually maintain a sanitary sewer line and all necessary appurtenances thereto (the "Facilities") in, on, under, over and across the following described property:

BEING 24,867 square feet or 0.571 acres in the Meredith Hart Survey, Abstract No. 371, City of McKinney, Collin County, Texas, and being more particularly described in Exhibit "A" and

City of McKinney - Sanitary Sewer Easement Language - McKinney Ranch LTD (revised)
1/3/2018

depicted on Exhibit "B" attached hereto and made a part hereof (the "Easement Property").

Grantor hereby grants to Grantee a temporary construction easement of twenty-five feet (25') running parallel along and abutting the West side(s) of the Easement Property depicted in Exhibit B, with rights of ingress and egress for the construction of said Facilities, such temporary construction easement terminating upon completion of said Facilities.

Improvements approved by the Grantee may be placed on the Easement Property which are compatible with the use of the easement and Facilities.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the easement granted herein.

TO HAVE AND TO HOLD the Easement Property unto the Grantee for the purposes herein set forth, Grantor hereby binds itself and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend the easement and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS THE GRANTOR'S HAND this 8 day of Jan, 2018.

MCKINNEY RANCH LTD,

a Texas Limited Company

By: Santiago Jorba
Name: Santiago Jorba
Title: Vice President

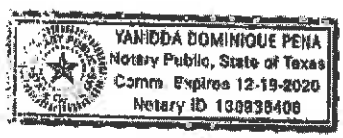
APPROVED AS TO FORM:

Printed Name: _____
Title: _____
Office of the City Attorney

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged on this the 8th day of Jan, 2018, by Santiago Jorba as Vice President of **MCKINNEY RANCH LTD**, a Texas Limited Company, on behalf of said LTD.



YDPena
Notary Public, State of Texas

EXHIBIT A

SANITARY SEWER EASEMENT

24,867 Square Feet or 0.571 Acres of land

BEING a tract of land situated in the Meredith Hart Survey, Abstract Number 371, Collin County, Texas and being a part of a tract of land described in a deed to MCKINNEY RANCH LTD, as recorded in Instrument Number 20060208000170600 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a PK Nail found at the intersection of County Road 201 (Prescribed R.O.W.) and County Road 1006 (Prescribed R.O.W.), same being the northwest corner of a tract of land described in a deed to GEOJOJO BUSINESSES, LP as recorded in Instrument Number 20170602090717500 of the Official Public Records of Collin County, Texas same also being on the common line of the north line of said GEOJOJO tract and a south line of said MCKINNEY RANCH LTD tract;

THENCE East, along said common line, a distance of 355.08 feet to a point for corner on said common line and being the POINT OF BEGINNING;

THENCE over and across said MCKINNEY RANCH LTD tract, the following courses and distances:

North 59 degrees 19 minutes 38 seconds East, a distance of 276.40 feet to a point for corner;

North 40 degrees 46 minutes 50 seconds West, a distance of 632.34 feet to a point for corner;

North 43 degrees 13 minutes 10 seconds East, a distance of 20.00 feet to a point for corner;

South 46 degrees 46 minutes 50 seconds East, a distance of 643.99 feet to a point for corner;

South 65 degrees 27 minutes 35 seconds East, a distance of 355.37 feet to a point for corner on the common line of the north line of said GEOJOJO tract and the south line of said MCKINNEY RANCH LTD tract;

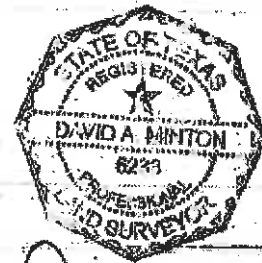
THENCE West, along said common line, a distance of 48.15 feet to a point for corner;

THENCE continuing over and across said MCKINNEY RANCH LTD tract, the following courses and distances:

North 65 degrees 27 minutes 35 seconds West, a distance of 307.99 feet to a point for corner;

South 59 degrees 19 minutes 38 seconds West, a distance of 250.75 feet to a point for corner on the common line of the north line of said GEOJOJO tract and the south line of said MCKINNEY RANCH LTD tract;

THENCE West, along said common line, a distance of 39.20 feet to the POINT OF BEGINNING and containing 0.450 acres of land (24,867 Square Feet).



David A. Minton
DAVID A. MINTON
R.P.L.S. NO. 6233

GENERAL NOTES:

1) BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE (4302). GEODETIC BEARINGS ESTABLISHED BY GPS MEASUREMENTS TAKEN IN THE FIELD.



SANCHEZ & ASSOCIATES

PLANNING - ENGINEERING - SURVEYING
2009 N. McDonald St. Suite 100 McKinney, TX 75071
TBPLS Firm No. 10134352 - TBPE Firm No. F-8535
(469) 424-5000 Office

SHEET 1 OF 2
JOB NO. 02001-009
DRAWN BY: DAM
DATE: 12/21/17

EXHIBIT B

GENERAL NOTES:

1) BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS COORDINATE SYSTEM OF 1988 NORTH CENTRAL ZONE (42C2). GEODETIC BEARINGS ESTABLISHED BY GPS MEASUREMENTS TAKEN IN THE FIELD.

THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

LEGEND

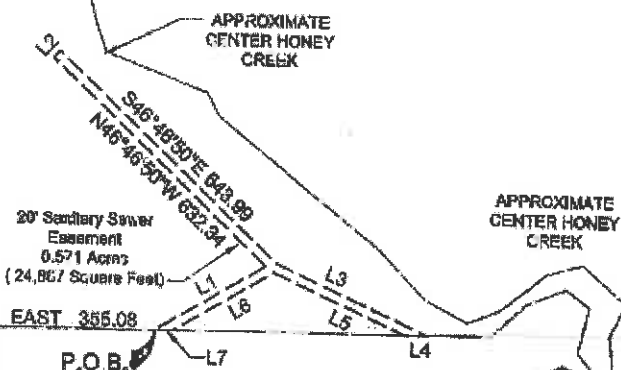
- IRF - IRON ROD FOUND
- CIRF - CAPPED IRON ROD FOUND
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- (C.M.) - CONTROL POINT
- D.R.C.C.T. - DEED RECORDS COLLIN COUNTY, TEXAS
- O.P.R.C.C.T. - OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS



**McKINNEY RANCH LTD.
(REMAINDER)
INST. NO. 20060206000170600
D.R.C.C.T.**

**HONEY CREEK INVESTMENTS LLC
INST. NO. 20180602000666350
D.R.C.C.T.**

Line Table		
Line #	Length	Direction
L1	276.40	N59° 19' 38"E
L2	20.00	N43° 13' 10"E
L3	565.37	S65° 27' 35"E
L4	48.15	WEST
L5	307.99	N65° 27' 35"W
L6	250.75	S69° 19' 38"W
L7	39.20	WEST



**MAC TANK LP
INST. NO. 20060626000719840
O.P.R.C.C.T.**

**GEOJOJO BUSINESSES, LP
INST. NO. 201706020000717500
O.P.R.C.C.T.**

20' SANITARY SEWER EASEMENT

0.571 ACRES

TRACT OF LAND SITUATED IN THE MEREDITH HART SURVEY, ABSTRACT NO. 371 COLLIN COUNTY, TEXAS

SANCHEZ & ASSOCIATES

PLANNING - ENGINEERING - SURVEYING
2000 N. McDonald St. Suite 100 McKinney, TX 75071
TBPLS Firm No. 10194392 - TBPE Firm No. F-8866
(469) 424-5900 Office



**DAVID A. MINTON
R.P.L.S. NO. 6233**

SHEET 2 OF 2
JOB NO. 02001-009
DRAWN BY: DAM
DATE: 12/21/17



EXHIBIT E

Description and Depiction of Needed Blake Easement
(Consisting of 2 pages labeled Exhibit "A")

EXHIBIT "A"

SANITARY SEWER EASEMENT

32,316 square Feet, or 0.742 of an acre of land

BEING, a tract of land situated in the Mammoth Park Survey, Abstract Number 571, Collin County, Texas, and being a portion of a tract of land to Jason P. Blake and spouse Shannon S. Blake recorded in Instrument Number 20130518032015320 of the Official Public Records Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found lying on the west line of Lot 1R of the remaining plat of Collin County Justice Center, an addition to the City of McKinney, Texas as recorded in Instrument Number 20000915010003060 of the Official Public Records Collin County, Texas commencing the east line of Community Boulevard, a 40' R.O.W. as recorded and defined in Ordinance H. 2004 228 of the Official Public Records Collin County, Texas;

THENCE North 36 degrees 04 minutes 06 seconds East along the west line of said Lot 1R and the east line of said Community Boulevard, a distance of 165.64 feet to a 1/2 inch iron rod with cap stamped "HALFP" found for corner;

THENCE North 71 degrees 51 minutes 13 seconds East continuing along the west line of said Lot 1R and the east line of said Community Boulevard, a distance of 325.69 feet to a 1/2 inch iron rod with cap stamped "R.P.L.S. 6260" found for the northwest corner of said Lot 1R;

THENCE South 89 degrees 35 minutes 36 seconds East along the north line of said Lot 1R, passing the southwest corner of said Blake tract at approximately 300 feet and continuing along the common line of said Blake tract and said Lot 1R, a total distance of 1234.02 feet to the **POINT OF BEGINNING** of the herein-described tract.

THENCE departing said common line and through the interior of said Blake tract the following courses and distances;

North 29 degrees 37 minutes 49 seconds East, a distance of 238.80 feet to a point for corner;
North 04 degrees 38 minutes 36 seconds West, a distance of 721.21 feet to a point for corner;
North 24 degrees 11 minutes 47 seconds West, a distance of 403.34 feet to a point for corner;
North 84 degrees 50 minutes 42 seconds West, a distance of 183.88 feet to a point for corner lying on the west line of said Blake tract and the east line of a tract of land to Eddie P. Howell and wife Galyn A. Howell as recorded in Volume 1128, Page 188 of the Deed Records Collin County, Texas;

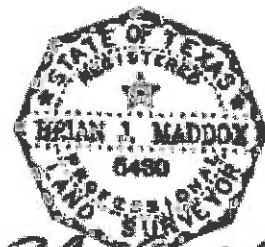
THENCE North 00 degrees 00 minutes 00 seconds East along the common line of said Blake and said Howell tracts, a distance of 20.07 feet to a point for corner;

THENCE departing the common line of said Blake and said Howell tracts and through the interior of said Blake tract the following courses and distances;

South 84 degrees 38 minutes 42 seconds East, a distance of 707.20 feet to a point for corner;
South 24 degrees 11 minutes 47 seconds East, a distance of 447.02 feet to a point for corner;
South 04 degrees 38 minutes 36 seconds East, a distance of 733.84 feet to a point for corner;
South 26 degrees 37 minutes 48 seconds West, a distance of 247.40 feet to a point for corner lying on the aforementioned common line of said Blake tract and said Lot 1R;

THENCE North 89 degrees 35 minutes 36 seconds West along said last mentioned common line, a distance of 22.11 feet to the **POINT OF BEGINNING** containing 32,316 square Feet, or 0.742 of an acre of land.

MI
Maddox Surveying &
Mapping Inc.
P.O. Box 2104
POWELL ROAD
0772 671-1000
0772 671-1000



Brian J. Maddox
BRIAN J. MADDOX, R.P.L.S. #6430
JUNE 28, 2017

LINE	BEARING	DISTANCE	AREA
L1	N 89° 42' 00" E	175.84	
L2	N 89° 42' 00" E	175.84	
L3	N 89° 42' 00" E	175.84	
L4	N 89° 42' 00" E	175.84	
L5	N 89° 42' 00" E	175.84	
L6	N 89° 42' 00" E	175.84	
L7	N 89° 42' 00" E	175.84	
L8	N 89° 42' 00" E	175.84	

EXHIBIT "A"

BASE OF RECORD:

THE BASIS OF SURVEY FOR THIS SURVEY IS THE TEXAS CHRONICATE SYSTEM OF 1983, NORTH CENTRAL ZONE #202, GEODETIC SURVEY ESTABLISHED BY GPS MEASUREMENT TAKEN IN THE FIELD.

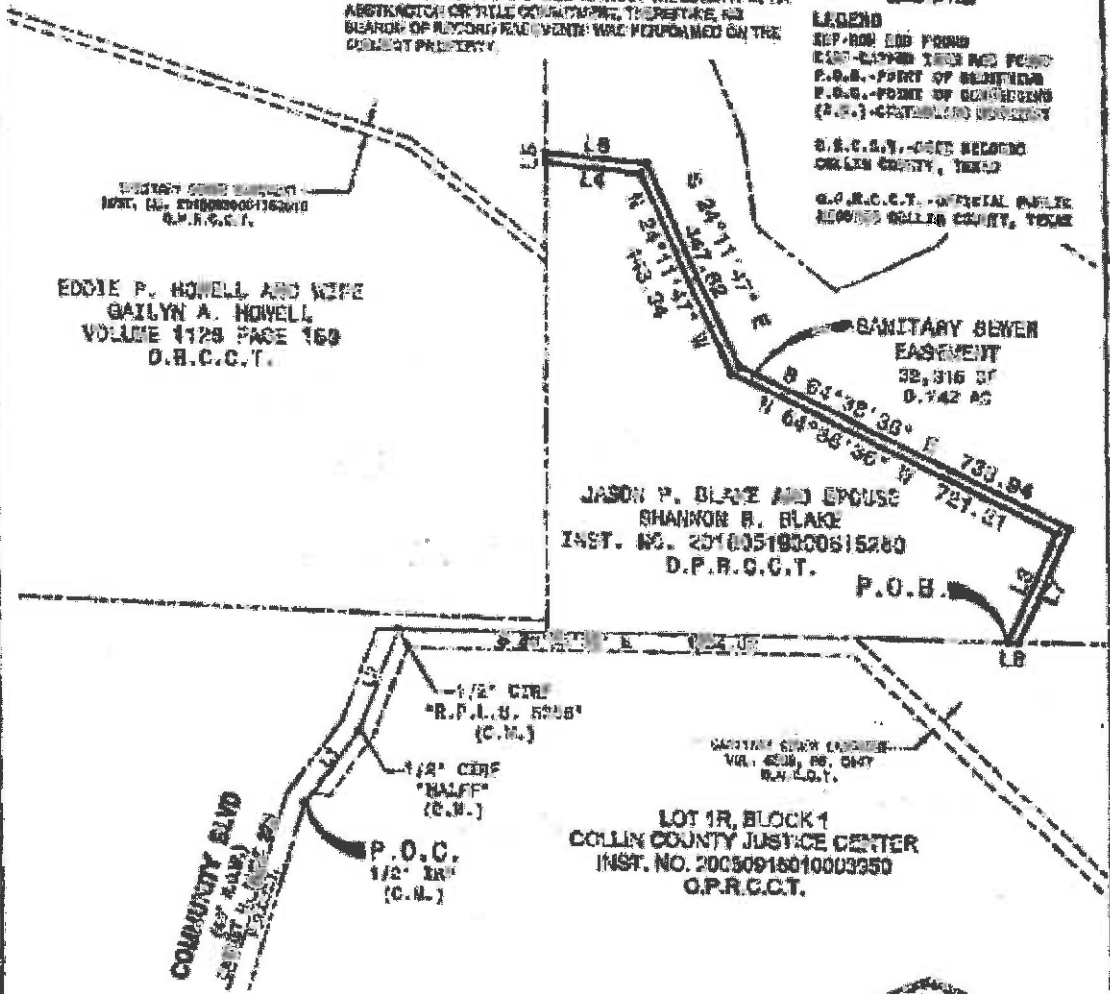
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE COMMITTEE. THEREFORE, ALL SEARCHES OF RECORD RECORDS WERE PERFORMED ON THE SUBJECT PROPERTY.



SCALE 1" = 200'

LEGEND

- SEP-BOL END POINT
- END-CAPED TRAIL END POINT
- P.O.B.-POINT OF BEGINNING
- P.O.C.-POINT OF CONVERGENCE
- (C.N.)-CONTIGUOUS NECESSITY
- D.P.R.C.C.T.-DEED RECORDED COLLIN COUNTY, TEXAS
- O.P.R.C.C.T.-OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS



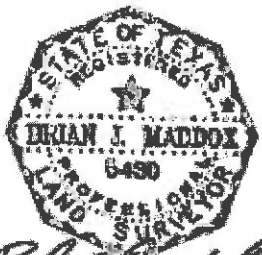
EDDIE P. HOWELL AND WIFE
GAILYN A. HOWELL
VOLUME 1128 PAGE 169
D.P.R.C.C.T.

JASON P. BLAKE AND SPOUSE
SHANNON B. BLAKE
INST. NO. 20160518000615280
D.P.R.C.C.T.

LOT 1R, BLOCK 1
COLLIN COUNTY JUSTICE CENTER
INST. NO. 20050916010003950
O.P.R.C.C.T.

SANITARY SEWER EASEMENT

0.742 OF 200 ACRES
TRACT OF LAND SITUATED IN THE
ADELITH HART SURVEY ABSTRACT NO. 274 COLLIN
COUNTY, TEXAS SUBJACENT A PORTION OF A TRACT
OF LAND TO JASON P. BLAKE AND
SPOUSE SHANNON B. BLAKE
ACQUIRED BY INSTRUMENT NUMBER
20160518000615280
OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS



B. J. Madrox
BRIAN J. MADROX, R.P.L.S. #6490
JUNE 23, 2017

MSI
Madrox Surveying &
Mapping Inc.
P.O. BOX 210
FARMER, TEXAS 75741
(817) 314-7888
FAX: (817) 314-7888

EXHIBIT F

*Engineer's Opinion of Probable Cost
(Consisting of 3 pages dated 19-Dec-17)*



Utility Oversize Reimbursement Worksheet

Utility: Sanitary Sewer

Project: Cross F San. Sewer

Date: 19-Dec-17

Installed Infrastructure

No.	Desc.	Unit	Qty	Unit Cost	Total
1	Mobilization	EA	1	\$ 20,000.00	\$ 20,000.00
2	21" PVC SDR-26 Sewer Pipe	LF	30	\$ 115.64	\$ 2,312.80
3	36" PVC F679 Sewer Pipe	LF	7526	\$ 185.00	\$ 1,391,310.00
4	6' Dia. Type S Manhole	EA	5	\$ 15,000.00	\$ 75,000.00
5	6' Dia. Type S Manhole (vented)	EA	8	\$ 17,500.00	\$ 140,000.00
6	5' Dia. Manhole	EA	1	\$ 12,500.00	\$ 12,500.00
7	21" Plug	EA	1	\$ 1,000.00	\$ 1,000.00
8	36" Plug	EA	1	\$ 1,350.00	\$ 1,350.00
9	Connection to Existing Sanitary Sewer	EA	1	\$ 11,070.75	\$ 11,070.75
10	Clearing	AC	5.63	\$ 11,720.56	\$ 65,986.75
11	TV Sewer Main	LF	7546	\$ 1.00	\$ 7,546.00
12	Testing (Air & Manhole)	LF	7546	\$ 1.00	\$ 7,546.00
13	Trench Safety	LF	7546	\$ 2.00	\$ 15,092.00
14	Erosion Control - Silt fence	LF	15100	\$ 2.00	\$ 30,200.00
15	Overseed disturbed area	AC	6	\$ 500.00	\$ 3,000.00
16					
17					
18					
19					
20					
21					
Total: \$					1,784,814.30

Brokerage • Master Planning • Civil Engineering • Construction • Asset Management • Land Development

2600 North 19th Donald Street, Suite 100, McKinney, TX 75071 Tel: 469.474.0500

TBDUS Form No. 10194132

TRPE Form No. F-0664



Utility Oversize Reimbursement Worksheet

Utility: **Sanitary Sewer**

Project: **Cross F San. Sewer**

Date: **19-Dec-17**

Standard Infrastructure

No.	Desc.	Unit	Qty	Unit Cost	Total
1	Mobilization	EA	1	\$ 20,000.00	\$ 20,000.00
2	12" PVC SDR-26 Sewer Pipe	LF	20	\$ 82.00	\$ 1,640.00
3	12" PVC F679 Sewer Pipe	LF	7526	\$ 82.00	\$ 617,132.00
4	4' Dia. Standard Manhole	EA	4	\$ 8,050.00	\$ 32,200.00
5	4' Dia. Type S Manhole	EA	10	\$ 10,500.00	\$ 105,000.00
6					
7	12" Plug	EA	2	\$ 350.00	\$ 700.00
8					
9	Connection to Existing Sanitary Sewer	EA	1	\$ 5,000.00	\$ 5,000.00
10	Clearing	AC	5.63	\$ 11,720.56	\$ 65,986.75
11	Tv Sewer Main	LF	7546	\$ 1.00	\$ 7,546.00
12	Testing (Air & Maudrel)	LF	7546	\$ 1.00	\$ 7,546.00
13	Trench Safety	LF	7546	\$ 2.00	\$ 15,092.00
14	Erosion Control - Silt fence	LF	15100	\$ 2.00	\$ 30,200.00
15	Overseed disturbed area	AC	6	\$ 500.00	\$ 3,000.00
16					
17					
18					
19					
20					

Total:	\$ 910,842.75
---------------	----------------------

Drainage • Major Planning • Civil Engineering • Construction • Asset Management • Land Development

3000 North McDougal Street, Suite 100, McKinney, TX 75071 Tel: 408.424.5500

TDEIS Firm No. 10194352

TRRF Firm No. F-8669



Utility Oversize Reimbursement Worksheet

Utility: Sanitary Sewer

Project:
Date:

Cross F San. Sewer
19-Dec-17

Oversize Calculations Summary

Installed Infrastructure

Hard Costs

Material \$ 1,724,814.30

Soft Costs

Maintenance Bond (1%) \$ 17,848.14

Inspection Fees (3.5%) \$ 62,468.50

Overhead / Fees \$ 145,377.62

Engineering & Surveying (12%) \$ 214,177.72

Easement Acquisition \$ 20,679.00

\$ 2,245,365.28

Standard Infrastructure

Hard Costs

Material \$ 910,842.75

Soft Costs

Maintenance Bond \$ 8,692.85

Inspection Fees (3.5%) \$ 31,879.50

Overhead / Fees \$ 145,377.62

Engineering & Surveying (12%) \$ 109,301.13

Easement Acquisition \$ 20,679.00

\$ 1,226,772.85

Total Reimbursement \$ 1,018,592.43

Brokerage • Market Making • Civil Engineering • Construction • Asset Management • Land Development

2090 North M. Donald Street, Suite 100, McKinney, TX 75071 Tel: 469.438.5900

ICPI Firm No. 2019-0392

TBPE Firm No. F-2865

EXHIBIT G

Depiction of Intervening Properties

