

AFTER RECORDING, RETURN TO:

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

**City of McKinney, Texas
FACILITIES AGREEMENT**

(Rough Proportionality of Required Improvements)

New Hope Switchyard Addition, Lot 1, Block 1

THIS FACILITIES AGREEMENT (“Agreement”), entered into effective the ___ day of _____, 2022, by and between **CITY OF MCKINNEY**, a Texas municipal corporation and home-rule city (“CITY”), and **RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.**, whose mailing address is P.O. Box 37, Rockwall, Texas 75087, (“LANDOWNER”) witnesseth that:

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

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

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

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

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

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

WHEREAS, CITY concurs that the construction of one lot designed for a utility substation on the Property that is being platted as the **New Hope Switchyard Addition, Lot 1, Block 1**, does not generate impacts roughly proportionate to require the design and construction of the Appealed Improvements but cannot unilaterally enforce the City's zoning ordinance in the ETJ to restrict the use of the Property for two lots; and

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

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

A. PROPERTY

This Agreement is for Property located in the ETJ of the City of McKinney, that is situated on County Road 336 approximately 2,000 linear feet southeast of FM 2933, containing approximately 6.0 acres of land, more or less, in the Jordan O. Straughan Survey, Abstract No. 826, and/or the Samuel Bogart Survey, Abstract No. 61, Collin County, Texas, and more fully described and depicted in the Record Plat of the **New Hope Switchyard Addition, Lot 1, Block 1**, attached hereto as Exhibit A and fully incorporated herein by reference for all purposes allowed by law (the "Property").

B. USES ALLOWED ON PROPERTY

The use of the Property shall be limited as follows:

1. The use of the Property shall be limited to utility substations, electric transmission lines and associated appurtenances situated on the lot to be used for the provision and distribution of electrical power. Subject to the foregoing restrictions and the specific limitations set forth herein, the use of the Property shall otherwise conform to the requirements of the RED-1 Residential Estates District as set out in Section 146-68 of the Code of Ordinances, City of McKinney, Texas, as codified through Ordinance No. 2019-08-061, enacted on August 20, 2019. However, due to the fact that the Public Improvements required to serve the full development potential of the Property are not being designed and constructed by LANDOWNER the following permitted or accessory uses or uses requiring a special use permit under the RED-1 Residential Estates District as identified in the Schedule of Uses are prohibited:

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

C. DEDICATIONS FOR PUBLIC IMPROVEMENTS

LANDOWNER hereby agrees to dedicate the following easements and rights-of-way at no cost to CITY, and reserve certain other easements or rights-of-way for future acquisition by the City, in accordance with the CITY's Subdivision Ordinance and as approved by CITY Engineer.

1. THOROUGHFARES

- a. LANDOWNER shall dedicate, at no cost to CITY, that amount of right-of-way along perimeter roadways adjacent to the Property (as reflected on the plat heretofore approved by the CITY) which dedication will yield one-half (½) of the ultimate right-of-way width that is not already dedicated by plat or legal instrument as road right-of-way at such time as the Property is platted.

If platting of the Property is delayed and the perimeter roadway right-of-way described above has not previously been dedicated, LANDOWNER shall dedicate the right-of-way along perimeter roadways adjacent to the Property as required herein above upon receipt of the written request of the CITY's Engineer. Such right-of-way dedication shall include:

1. A thirty foot (30') wide right-of-way dedication for County Road 336 located on the southern edge of the Property, as more particularly depicted in the Plat attached hereto as Exhibit "A" and is incorporated herein by reference for all purposes allowed by law.
2. A fifty foot (50') wide right-of-way dedication for County Road 336 located on the western edge of the Property, as more particularly depicted in the Plat attached hereto as Exhibit "A" and is incorporated herein by reference for all purposes allowed by law.

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

1. LANDOWNER has appealed, or requested a waiver or variance, from the requirements of Section 142-105 of the Subdivision Ordinance that the LANDOWNER shall design and construct certain Public Improvements because the LANDOWNER'S portion of the costs required for such Public Improvements exceed the amount that is roughly proportionate to the proposed development to be constructed on the Property as set forth in Paragraph B, above, and that such exactions exceed the limits allowed by Texas Local Government Code § 212.904.
2. CITY agrees that the required exactions exceed the impacts of the two lots to be constructed on the Property as set forth in Paragraph B, above, and hereby determines that LANDOWNER is conditionally relieved of the obligation to design and construct the following Public Improvements, at no cost to CITY, as required by Section 142-105 of the Subdivision Ordinance:
 - a. The requirement to construct a minimum twenty-four foot (24') wide concrete curb and gutter pavement section for County Road No. 336 including the associated street lighting, sidewalks, underground drainage systems, and other appurtenances; and
 - b. The requirement to construct on-site and, if necessary, off-site storm drainage facilities to capture storm water runoff upon and across the property to the nearest waterway with adequate capacity; and
 - c. The requirement to construct a 12-inch diameter water line along County Road No. 336, together with approximately two (2) miles of offsite 12-inch and 30-inch minimum diameter water lines and appurtenances capable of

supplying adequate domestic water service and fire flow to and through the property from the nearest City of McKinney water line; and

- d. The requirement to construct a 10-inch diameter sanitary sewer line to the property, together with approximately two (2) miles of offsite 15-inch and 21-inch minimum diameter sanitary sewer lines and appurtenances capable of providing adequate wastewater service to and through the property from the nearest City of McKinney sewer line.
3. Notwithstanding the foregoing, at such time as the Property is further subdivided or replatted or the use of the Property is altered, changed, increased, expanded or enlarged from the uses identified in Paragraph B above, ("Change in Conditions") the conditional relief or deferral afforded to the LANDOWNER from the requirements of Section 142-105 of the Subdivision Ordinance as enunciated in Paragraph No. 2 of this Paragraph D shall terminate and the LANDOWNER shall be required to promptly, and no later than one hundred eighty (180) days after such Change in Conditions occurs to, conform to all CITY development ordinances then applicable to the Property. However, the Property could be replatted to incorporate additional adjacent raw undeveloped land into the Property without terminating the conditional relief or deferral afforded to the LANDOWNER by and through Paragraph No. 2 of this Paragraph D provided that there is no other Change in Condition associated with the Property or the additional adjacent raw undeveloped land incorporated into the Property by such replat. In addition, LANDOWNER reserves the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LANDOWNER to avoid the termination of the conditional relief or deferral afforded to the LANDOWNER by and through this Agreement.
 4. At such time as the Property or any part or portion of the Property is connected to the City's potable water system and/or sanitary sewer system, LANDOWNER shall pay all then applicable tap fees, connection fees, meter fees, impact fees, pro rata fees and/or service fees as may be required by CITY regardless of the name by which such fees and charges may be called subject to the requirements of state law.

E. CONDITIONAL VARIANCES ALLOWED UNTIL FURTHER DEVELOPMENT OCCURS

1. For so long a period of time as the conditional deferral of designing and constructing the Public Improvements identified in Paragraph D are in effect and allowed, the following conditional variances to the then currently adopted edition of the Subdivision Ordinance are permitted: **provided that the LANDOWNER indemnifies and holds the CITY harmless from and against any and all claims arising out of or in any way related to the following conditional variances requested by LANDOWNER:**

- a. The LANDOWNER will not be required to install roadway improvements that are capable of providing adequate public and emergency services access intended for the safe, efficient, and orderly development of the City to all or any part of the Property, as required by Section 142-105 of the Subdivision Ordinance.
 - b. The LANDOWNER will not be required to install a water system that is capable of furnishing the domestic flow and fire flow and pressures intended to provide sufficient fire protection for the safe, efficient and orderly development of the City to all or any part of the Property, as required by Section 142-105 of the Subdivision Ordinance.
 - c. The LANDOWNER will not be required to install a sanitary sewer system that is capable of servicing the domestic wastewater flow intended for the safe, efficient, and orderly development of the City to all or any part of the Property, as required by Section 142-105 of the Subdivision Ordinance.
 - d. The LANDOWNER will be allowed to use a properly permitted on-site sewerage facility (OSSF) that conforms to all requirements of the Texas Commission on Environmental Quality, Collin County (OSSF permitting authority), and the CITY.
 - e. The LANDOWNER will not be required to collect drainage in an underground storm water system intended for the safe, efficient, and orderly development of the City to all or any part of the Property, as required by Section 142-105 of the Subdivision Ordinance.
2. Notwithstanding the foregoing, at such time as the Property is further subdivided or replatted or the use of the Property is altered, changed, increased, expanded or enlarged from the uses identified in Paragraph B above or the zoning on that portion of the Property which is situated within the City's corporate limits is changed to a more intense use, the conditional variances afforded to the LANDOWNER as enunciated in Paragraph No. 1 of this Paragraph E shall terminate and the LANDOWNER shall be required to promptly, and no later than one hundred eighty (180) days after such Change in Conditions occurs to, conform to all CITY development ordinances then applicable to the Property. However, the Property could be replatted to incorporate additional adjacent raw undeveloped land into the Property without terminating the conditional relief or deferral afforded to the LANDOWNER by and through Paragraph No. 2 of Paragraph D of this Agreement provided that there is no other Change in Condition associated with the Property or the additional adjacent raw undeveloped land incorporated into the Property by such replat. In addition, LANDOWNER reserves the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LANDOWNER to avoid the termination of the

conditional relief or deferral afforded to the LANDOWNER by and through this Agreement.

F. CITY DEVELOPMENT ORDINANCES

If LANDOWNER decides to develop the Property, LANDOWNER shall develop the Property in accordance with the standards as set forth in the City of McKinney zoning, subdivision and land development ordinances that are applicable in the ETJ or pursuant to this Agreement, including but not limited to provisions as to drainage, erosion control, pro rata payments, storm water, tree preservation, impact fees, Street Design Standards, Public Improvements Policy and construction standards except as herein specifically agreed to the contrary.

G. NO WAIVER

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

H. VARIANCES

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

I. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

J. WITHHOLDING APPROVALS AND PERMITS

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

K. ROUGH PROPORTIONALITY AND WAIVER OF CLAIMS.

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

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

representatives, brought pursuant to this Agreement or the claims or types of claims described in this paragraph.

L. CONTINUITY

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

M. ASSIGNABILITY

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

N. TERM

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

O. GENERAL PROVISIONS

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

CITY OF MCKINNEY

By: _____
PAUL G. GRIMES
City Manager

Date Signed: _____

ATTEST:

EMPRESS DRANE
City Secretary
JOSHUA STEVENSON
Deputy City Secretary

THE STATE OF TEXAS,
COUNTY OF COLLIN

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

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

Notary Public _____ County, Texas
My commission expires _____

**RAYBURN COUNTRY ELECTRIC
COOPERATIVE, INC.**

By: _____
Name: DAVID NAYLOR
Title: President/CEO

Date Signed: _____

THE STATE OF TEXAS,
COUNTY OF ROCKWALL

This instrument was acknowledged before me on the _____ day of _____, 2022, by David Naylor in his capacity as President/CEO of **RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.**, a Texas corporation, being the Landowner of the Property described herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes set forth therein.

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

Notary Public _____ County, Texas
My commission expires _____

PREPARED IN THE OFFICES OF:

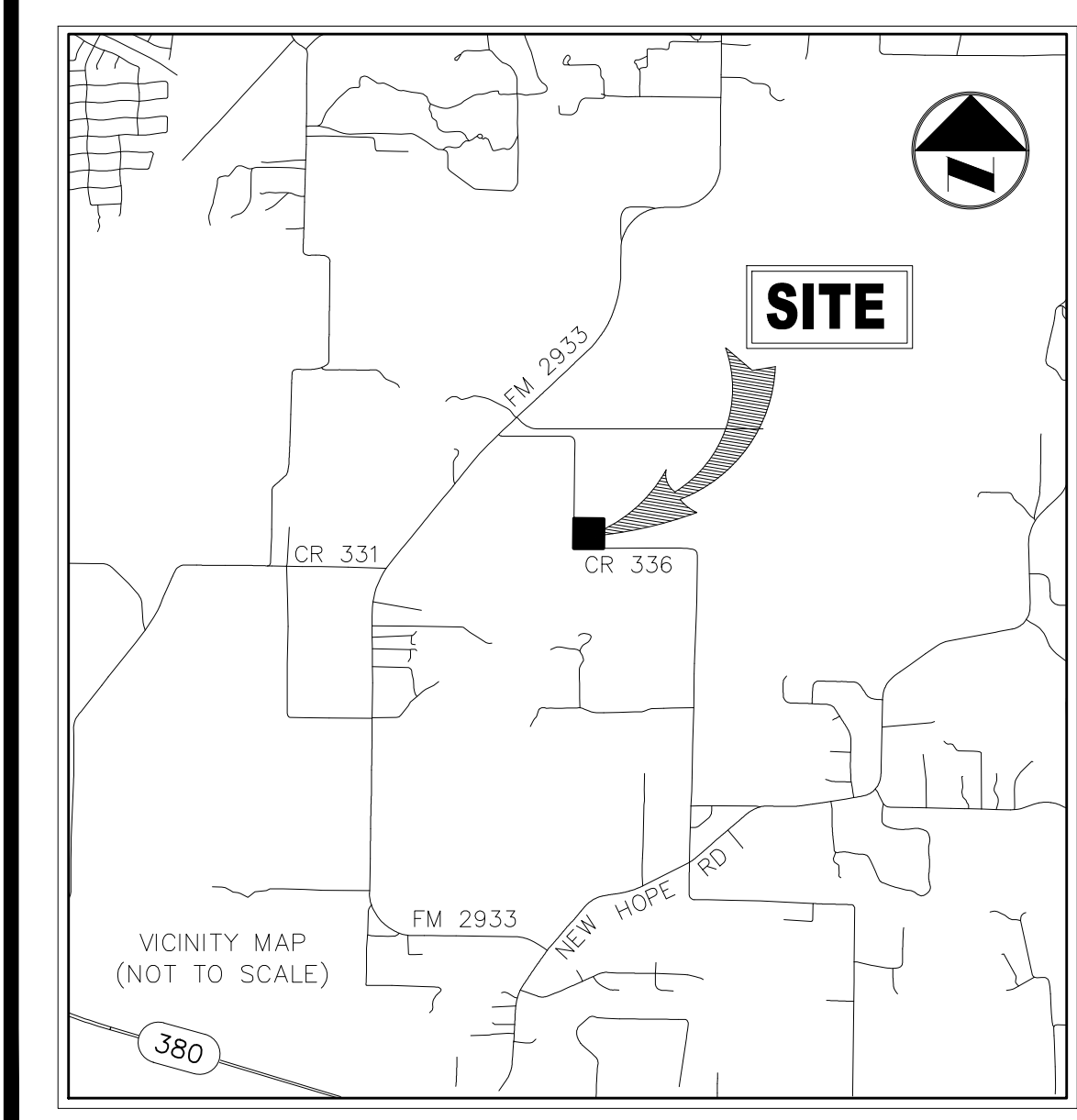
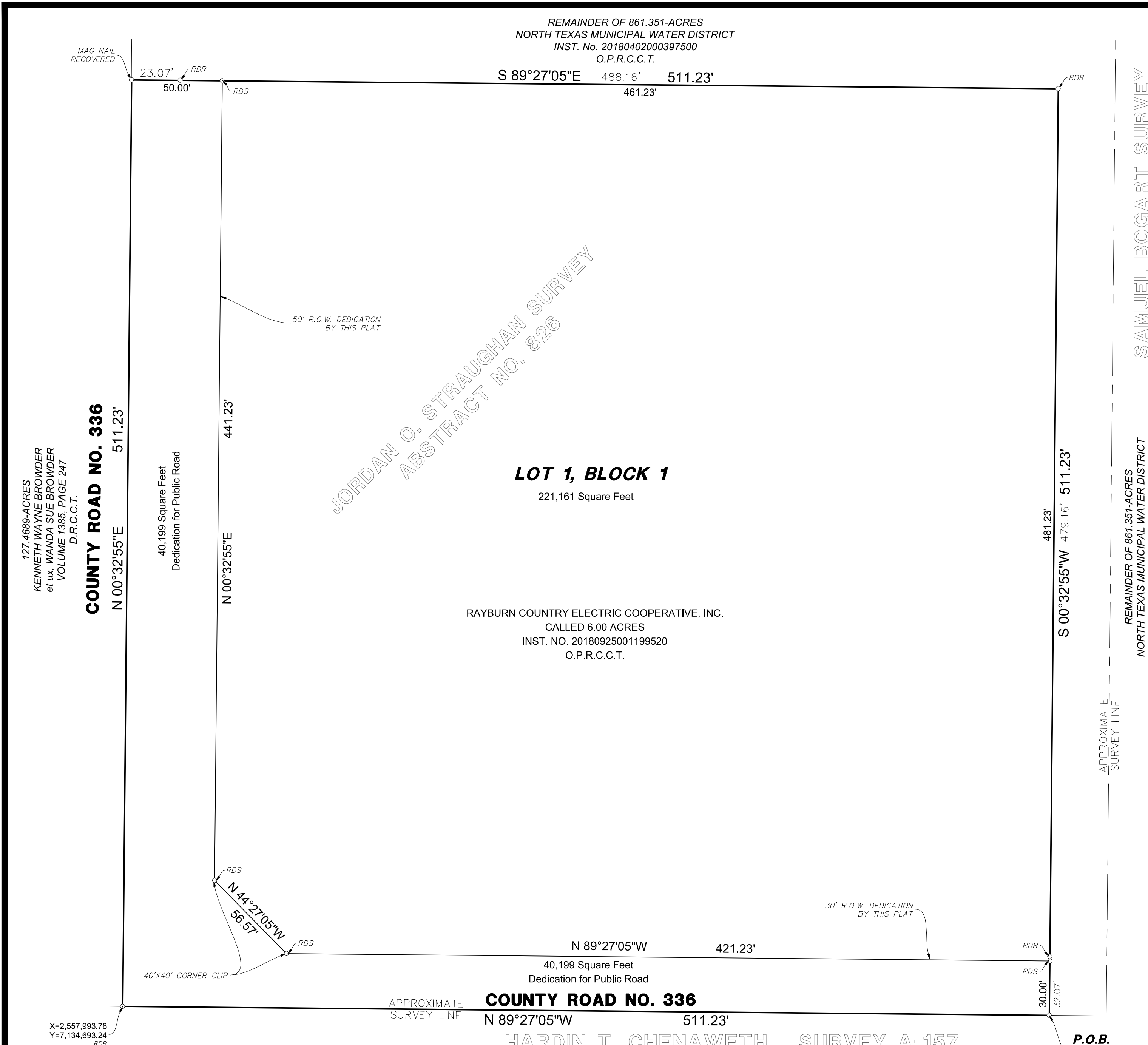
BROWN & HOFMEISTER, L.L.P.
740 East Campbell Road, Suite 800
Richardson, Texas 75081
214/747-6100
214/747-6111 Fax

EXHIBIT A

RECORD PLAT OF PROPERTY

(See following page.)

EXHIBIT A



THERE WERE NO PERMITTED/APPROVED EXISTING STRUCTURES OR OSSFS ON LOT 1/1 AT THE TIME OF APPROVAL. ANY EXISTING STRUCTURES OR OSSFS MUST BE IMMEDIATELY REMOVED FROM SERVICE AND LEGALLY ABANDONED.

LOT 1/1 HAS NOT BEEN REVIEWED OR APPROVED FOR ON-SITE SEWAGE FACILITIES. NO OSSF SHALL BE PERMITTED OR INSTALLED ON LOT 1/1 UNDER THIS PLAT. A REPLAT WITH OSSF REVIEW IS REQUIRED PRIOR TO ANY OSSF BEING ALLOWED ON LOT 1/1.

HEALTH DEPARTMENT CERTIFICATION:
I AS A REPRESENTATIVE OF COLLIN COUNTY DEVELOPMENT SERVICES, DO HEREBY CERTIFY HEREBY CERTIFY THAT NO OSSFS MAY BE INSTALLED ON THIS PROPERTY AS LONG AS THIS DOCUMENT/PLAT IS IN EFFECT.

DESIGNATED REPRESENTATIVE FOR COLLIN COUNTY DEVELOPMENT SERVICES

ALL PROPOSED LOTS SITUATED ENTIRELY OUTSIDE THE CITY'S CORPORATE LIMITS AND WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION COMPLY WITH THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE.

ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 4805020901, DATED 08/02/2009, PREPARED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR COLLIN COUNTY, TEXAS, THIS PROPERTY IS WITHIN ZONE X.

THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202). ALL DISTANCES ARE IN U.S. SURVEY FEET AND REPORTED AT THE SURFACE BY APPLYING A COMBINED FACTOR OF 1.0029831338543.

PURPOSE
THE PURPOSE OF THIS PLAT IS TO CREATE A BUILDING LOT FOR AN ELECTRICAL SUBSTATION SITE.

LEGEND
 OSSF = ON-SITE SEWAGE FACILITY
 RDR = 5/8-INCH STEEL ROD WITH AN ORANGE PLASTIC CAP READING "R-DELTA ENGINEERS FIRM #10155000" RECOVERED
 RDS = 5/8-INCH STEEL ROD WITH PINK PLASTIC CAP STAMPED "R-DELTA FIRM 10155000" SET WITH THIS SURVEY
 P.O.B. = POINT OF BEGINNING
 R.O.W. = RIGHT-OF-WAY
 D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS
 O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
 ○ = MONUMENT AS DESCRIBED

PROPERTY OWNER'S CERTIFICATION

STATE OF TEXAS §
 COUNTY OF COLLIN §

WHEREAS Rayburn Country Electric Cooperative, Inc. is the owner of that certain 6.00-acre tract of land situated in the JORDAN O. STRAUGHAN SURVEY, ABSTRACT NO. 826, and/or the SAMUEL BOGART SURVEY, ABSTRACT NO. 61, Collin County, Texas, the line between said surveys being ambiguous and subject to a merger of title and being the same 6.00 acre tract of land described in deed to said Rayburn Country Electric Cooperative, Inc., filed in County Clerk Document No. 20180925001199520 on September 25, 2018, in the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a Mag Nail recovered in the chip seal surface of County Road 336 for the southeast corner of the herein described tract of land, and having coordinates of:
 X=2,558,504.99
 Y=7,134,688.34

THENCE North 89° 27' 05" West with said south line of the NTMWD tract of land along CR336 a distance of 511.23 feet to a 5/8-inch steel rod with orange plastic cap reading "R-DELTA FIRM #10155000" recovered to mark a southwest corner of said NTMWD tract of land, and having coordinates of:
 X=2,557,993.78
 Y=7,134,693.24

THENCE North 00° 32' 55" East with a west line of said NTMWD tract of land and along CR336 a distance of 511.23 feet to a Mag Nail recovered in the chip seal surface of CR336 for corner;

THENCE South 89° 27' 05" East across said NTMWD tract of land passing at a distance of 23.07 feet a 5/8-inch steel rod with orange plastic cap reading "R-DELTA FIRM #10155000" recovered for reference, continuing an additional distance of 488.16 feet for a total distance of 511.23 feet to a 5/8-inch steel rod with orange plastic cap reading "R-DELTA FIRM #10155000" recovered for corner;

THENCE South 00° 32' 55" West passing at a distance of 479.16 feet a 5/8-inch steel rod with orange plastic cap reading "R-DELTA FIRM #10155000" recovered for reference, continuing an additional distance of 32.07 feet for a total distance of 511.23 feet to the POINT OF BEGINNING and containing 6.00-acres of land, more or less.

OWNER'S DEDICATION

STATE OF TEXAS §
 COUNTY OF _____ §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT we, RAYBURN COUNTRY ELECTRIC COOPERATIVE, Inc. do hereby adopt this plat designating the above described property as NEW HOPE SWITCHYARD ADDITION, Lot 1, Block 1, an addition to the City of McKinney, Collin County, Texas, and do hereby dedicate to the public use forever, their streets, alleys and public use areas shown hereon, the easements, as shown, for mutual use and accommodation of the City of McKinney and all public utilities desiring to use or using same. All and any public utility and the City of McKinney shall have the right to remove and keep removed all or parts of any building, fences shrubs, trees or their improvements or growths, which in anyway, endanger interfere with the construction, maintenance or efficiency of it's respective systems on said easements, and the City of McKinney and all public utilities constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of itS respective systems, without the necessity, at anytime, of procuring the permission of anyone. This plat approved subject to all platting ordinance, rules, regulations and resolutions of the City of McKinney, Texas.

WITNESS MY HAND at _____, Texas, this _____ day of _____, 2022.

By: Rayburn Country Electric Cooperative, Inc.

 Printed name

 Title/Affiliation

STATE OF TEXAS §
 COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared _____; signing for Rayburn Country Electric Cooperative, Inc.; known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2022.

 Notary Public for and in the State of Texas

My commission expires: _____

SURVEYOR'S CERTIFICATE

STATE OF TEXAS §
 COUNTY OF DALLAS §

That I, Wayne C. Terry, a Registered Professional Land Surveyor, licensed by the State of Texas, do hereby affirm that I have prepared this plat from an actual survey of the land and that the corner monuments shown thereon were found and/or properly placed under supervision in accordance with the platting rules and regulations of City of Wylie, COLLIN County, Texas.

WITNESS MY HAND AT COLLIN, TEXAS this the 27th day of June, 2022.

Wayne C. Terry
 Wayne C. Terry
 Registered Professional Land Surveyor
 Registration No. 4184



STATE OF TEXAS §
 COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared Wayne C. Terry, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2022.

 Notary Public for and in the State of Texas

My commission expires: _____

APPROVED

 CITY MANAGER
 CITY OF MCKINNEY, TEXAS

DATE
 ATTEST

 CITY SECRETARY
 CITY OF MCKINNEY, TEXAS

DATE

RECORD PLAT OF
NEW HOPE SWITCHYARD ADDITION
LOT 1, BLOCK 1
 BEING A 6.00 ACRE TRACT OF LAND OUT OF THE JORDAN O. STRAUGHAN SURVEY, ABSTRACT NO. 826, AND/OR THE SAMUEL BOGART SURVEY, ABSTRACT NO. 61 COLLIN COUNTY, TEXAS
 (1 LOT, 6.00 ACRES)
 CITY OF MCKINNEY PROJECT NO. PLAT2022-0084

OWNER:
 RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.
 P.O. BOX 37
 ROCKWALL, TEXAS 75087-0037
 PHONE: 469-402-2100

SURVEYOR:
r.delta
 ENGINEERS
 618 Main Street
 Garland, TX 75040
 Ph. (972) 494-5031
 Fax (972) 487-2270
 www.rdelta.com
 TBPE No. F-1515
 TBPE No. F-10155000

RDE PROJECT NO. 3020-21
 APRIL 2022