

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)*

**Cambridge Meadows Addition**

*(Block A, Lots 1-13; Block B, Lots 1-13; Block C, Lots 1-18;  
Block D, Lots 1-32; Block E, Lots 1-16; Block F, Lots 1-16;  
Block G, Lots 1-22; Block H, Lots 1-42; Block I, Lots 1-7;  
Block J, Lots 1-16; Block K, Lots 1-32; Block L, Lots 1-16;  
Block M, Lots 1-10; Block N, Lots 1-15; Block O, Lots 1-12;  
Block P, Lots 1-31; Block Q, Lots 1-10; Block R, Lots 1-8;)*

THIS AGREEMENT, entered into effective the \_\_\_ day of \_\_\_\_\_, 2018, by and between CITY OF MCKINNEY, a Texas municipal corporation and home-rule city ("CITY"), and \_\_\_\_\_ a \_\_\_\_\_, whose mailing address is \_\_\_\_\_, Texas \_\_\_\_\_ ("DEVELOPER") 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 subdivision to be known as **Cambridge Meadows Addition, Block A, Lots 1-13; Block B, Lots 1-13; Block C, Lots 1-18; Block D, Lots 1-32; Block E, Lots 1-16; Block F, Lots 1-16; Block G, Lots 1-22; Block H, Lots 1-42; Block I, Lots 1-7; Block J, Lots 1-16; Block K, Lots 1-32; Block L, Lots 1-16; Block M, Lots 1-10; Block N, Lots 1-15; Block O, Lots**

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**1-12; Block P, Lots 1-31; Block Q, Lots 1-10; Block R, Lots 1-8;** (collectively the "Cambridge Meadows Addition" or the "Subdivision"), which Subdivision is situated in the ETJ, 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 DEVELOPER 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 DEVELOPER 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,- DEVELOPER 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 subdivision in the ETJ, to be known as Cambridge Meadows Addition, (the "Plat") because the DEVELOPER asserts 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, more particularly because DEVELOPER asserts that there exists a less expensive alternative method through which the Subdivision may obtain potable water and sanitary sewer versus extending infrastructure to connect to "Future CITY-Owned Transmission Lines," defined below; and

WHEREAS,- CITY concurs in part at least that the construction of three hundred thirty-~~four (334)~~one (331) single-family detached homes on each of the ~~three hundred thirty-four (334)~~one (331) residential lots into which the Property is being platted as **Cambridge Meadows Addition**, based on its location at the farthest northeast portion of the ETJ may not generate impacts roughly proportionate to require the design and construction of the Appealed Improvements if there exists a less expensive alternative method through which the Subdivision may obtain potable water and sanitary sewer versus extending infrastructure to connect to Future CITY-Owned Transmission Lines but cannot unilaterally enforce the CITY's zoning ordinance in the ETJ to restrict the use of the Property to one single-family detached home on each of the resulting residential lots; and

WHEREAS,- CITY and DEVELOPER desire to enter into a Facilities Agreement through a Development Agreement authorized by Sections 212.172 and 395.019(3) 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

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for the Property or at such time as Future CITY-Owned Transmission Lines are extended to the Property all as provided hereinafter below.

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

A. PROPERTY

This Agreement is for Property located in the ETJ of the City of McKinney, on the south side of County Road 412 and the west side of County Road No. 409 containing approximately 82.572 acres of land, more or less, in the Thomas Rhodes Survey, Abstract No. 741, Collin County, Texas, as such land is more fully described and depicted in Exhibit A attached hereto and fully incorporated herein by reference (the "Property").

B. USES ALLOWED ON PROPERTY

The use of the Property shall be limited to one (1) single-family detached home on each of the three hundred thirty-four (334) residential lots into which one (331), the use of a package treatment plant, water/utility lines necessary to serve the Property is being subdivided as the Cambridge Meadows Addition. Subject to the foregoing restrictions, a building and pool for community center (owned by a Homeowners Association), and an existing house on 1.5 acres. Aside from the uses specified in the specific limitations set forth herein immediately preceding sentence, the use of the Property shall otherwise conform to the requirements of the ~~RED-4RS-60 Single Family Residential Estates~~ District as set out in Section 146-68 of the Code of Ordinances, City of McKinney, Texas, adopted December 18, 2007, and as further as codified through Supplement 28 dated October 24, 2017. Ordinance No. 2016-04-034, enacted on April 19, 2016. However, ~~no tree ordinances or tree mitigation ordinances of the City of McKinney shall apply to the Property.~~ 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 DEVELOPER the following permitted or accessory uses or uses requiring a special use permit under the ~~RED-4 Residential Estates~~ RS-60 Single Family 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);

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- 10. Recreation center (public);
- 11. Swimming pool (public but HOA pool/clubhouse is allowed);
- 12. Garage or lot, parking (private); and
- 13. Private street development; ~~and~~
- ~~14. Package sewage treatment plant.~~

~~G.~~ C. DEDICATIONS FOR PUBLIC IMPROVEMENTS

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

1. THOROUGHFARES

DEVELOPER shall dedicate, at no cost to CITY, all right-of-way required for roadways internal to the Subdivision and the intersections where such roadways tie into or connect to the perimeter roadways adjacent to the Property (as reflected on the Plat) at such time as the Property is platted, or as may thereafter be required by the CITY or Collin County, Texas for safe ingress and egress between the perimeter roadways and the internal roadways.

2. UTILITIES

DEVELOPER shall dedicate all easements, at no cost, to CITY ~~and the various parties responsible for the provision of utility services to the Property,~~ specifically including, but not limited to, easements for water, sanitary sewer and storm water drainage internal to the Subdivision to provide service to the three hundred thirty-four ~~(334) one (331)~~ residential lots into which the Property is being subdivided in accordance with CITY standards, at such time as the Property is platted. DEVELOPER shall also dedicate easements for water, sanitary sewer and storm water drainage along and across the perimeter of the Property necessary to extend the CITY's water, sanitary sewer and storm water drainage lines (collectively "Future CITY-Owned Transmission Lines" and individually "Future CITY-Owned Transmission Line") to and across the Development in accordance with the CITY's Master Plans together with easements for the connection points that will allow the Subdivision to be connected to the Future CITY-Owned Transmission Lines in accordance with CITY standards, at such time as the Property is platted.

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

- 1. DEVELOPER has appealed, or requested a waiver or variance, from the requirements of Section 142-105 of the Subdivision Ordinance that the DEVELOPER shall design and construct certain Public Improvements because the DEVELOPER's portion of the costs required for such Public Improvements exceed the amount that is roughly proportionate to the proposed development

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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, more particularly because DEVELOPER asserts that there exists a less expensive alternative method through which the Subdivision may obtain potable water and sanitary sewer versus extending infrastructure to connect to existing CITY-owned utility lines.

2. CITY agrees that the required exactions exceed the impacts of one single-family detached home on each of the three hundred thirty-four (334) residential lots into which the Property is being subdivided as the Cambridge Meadows Addition, and hereby determines that DEVELOPER is hereby conditionally relieved of the obligation to design and construct the following Public Improvements, at no cost to CITY, as would otherwise be required by Section 142-105 of the Subdivision Ordinance provided that ALL the following conditions of this Agreement are ~~fully~~ met by and complied with by DEVELOPER:

~~a. The requirement to dedicate the perimeter right-of-way necessary to construct a minimum 24-foot wide concrete curb & gutter roadway, together with underground drainage, sidewalks, street lighting, and other appurtenances to improve County Road No. 412 along the perimeter of the Property together with the acquisition and dedication of rights-of-way and construction of approximately 1 mile of offsite roadway from the nearest major roadway to the Property at no cost to CITY;~~

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~~a. The requirement to dedicate the perimeter right-of-way necessary to construct a minimum 24-foot wide concrete curb & gutter roadway, together with underground drainage, sidewalks, street lighting, and other appurtenances to improve County Road No. 412 along the perimeter of the Property together with the acquisition and dedication of rights of way and construction of approximately three thousand one hundred (3,100) linear feet of offsite roadway from the nearest major roadway (FM 2933) to the Property at no cost to CITY;~~

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~~b. The requirement to dedicate the perimeter right of way necessary to construct a minimum 24 foot wide concrete curb & gutter roadway, together with underground drainage, sidewalks, street lighting, and other appurtenances to improve County Road No. 409 along the perimeter of the Property together with the acquisition and dedication of rights-of-way and construction of approximately seven thousand six hundred (7,600) linear feet 1.5 miles of offsite roadway from the nearest major roadway (FM 1827) to the Property at no cost to CITY;~~

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c. The requirement to construct a minimum ~~twelve-12~~ inch (12") diameter water line (subject to the requirements of a fire flow analysis) capable of supplying adequate fire flow to and through the Property together with approximately fourteen thousand (14,000) feet of offsite water lines from the nearest City of

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McKinney water line, IF AND ONLY IF DEVELOPER performs all of the following at no cost to CITY:

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- 1) confirms to the satisfaction of CITY that sufficient potable water capacity is available from North Collin Special Utility District, formerly known as North Collin Water Supply Corporation, ("North Collin") to accommodate the required domestic flows of Cambridge Meadows Addition; and
- ~~1~~2) \_\_\_\_\_ confirms to the satisfaction of CITY that sufficient potable water capacity is available from North Collin to provide the required fire flows to serve and protect the Cambridge Meadows Addition as required by the City of McKinney Fire Department (1,000 gallons per minute and 20 pounds per square inch residual pressure) to all or any part of the Property. Such satisfaction of the City for the provision of potable and fire flow water has been confirmed by the City staff; and
- ~~2~~3) \_\_\_\_\_ enters into an agreement with North Collin, to which CITY will not object provided that all conditions of this Agreement are fully satisfied, for the provision of potable water to Cambridge Meadows Addition for both required domestic flow and fire-flow levels to serve and protect Cambridge Meadows Addition until such time as the Future CITY-Owned Transmission Lines are extended to the Property and all of the lots within the Cambridge Meadows Addition are connected to the Future CITY-Owned Transmission Lines; and
- ~~2~~4) \_\_\_\_\_ except as provided in this Agreement, designs and constructs all infrastructure for the provision of potable water for both domestic and fire flow uses in ~~strict~~ accordance with the Code of Ordinances, City of McKinney, Texas ("McKinney Code") and the standards, design manuals and related rules and regulations adopted thereunder and applied thereto by the City ("~~City Standards~~") ~~save and except as otherwise specifically provided to the contrary in this Agreement;~~ ("City Standards"); and
- ~~3~~5) \_\_\_\_\_ designs and constructs all infrastructure for the provision of potable water for both domestic and fire flow uses in such a manner that will allow the Subdivision to be connected to Future CITY-Owned Transmission Lines, as they become available; and
- ~~3~~6) \_\_\_\_\_ adopts Covenants, Conditions and Restrictions applicable to each and every one of the three hundred thirty ~~four (334)~~ one (331) residential lots into which the Property is being subdivided requiring the then owners of each such lot and the homeowner's association or other entity responsible for the maintenance and operation of the sanitary sewer package plant to tie into the Future CITY-Owned Transmission Line for potable water service within no more than one hundred eighty (180) days after such Future CITY-Owned Transmission Line becomes operational

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and is available for the provision of potable water to the Cambridge Meadows Addition; and

~~4)7)~~ fully meets and complies with ALL conditions of this Agreement.

d. The requirement to construct a minimum ~~eight-8~~ inch (~~8"~~) diameter sewer line ~~(subject to the requirements of a sizing analysis)~~ to and through the Property together with approximately fourteen thousand (14,000) linear feet of offsite sewer lines from the nearest City of McKinney sewer line IF AND ONLY IF DEVELOPER performs all of the following at no cost to CITY:

- 1) obtains all necessary permits for and thereafter constructs, operates and maintains one (1) only private package plant for the handling of sanitary sewer generated by all of the lots within the Cambridge Meadows Addition, only; and
- 2) except as provided in this Agreement, designs and constructs all infrastructure for the provision of sanitary sewer service in ~~strict~~ accordance with the McKinney Code and the City Standards ~~save;~~ and ~~except as otherwise specifically provided to the contrary in this Agreement; and~~
- 3) except as provided in this Agreement, designs and constructs all infrastructure for the provision of sanitary sewer service in such a manner that will allow the Subdivision to be connected to Future CITY-Owned Transmission Lines, as they become available; and
- 4) adopts Covenants, Conditions and Restrictions applicable to each and every one of the three hundred thirty ~~four (334)~~ one (331) residential lots into which the Property is being subdivided requiring the then owners of each such lot and the ~~homeowner's~~ homeowner's association or other entity responsible for the maintenance and operation of the sanitary sewer package plant to tie into the Future CITY-Owned Transmission Line for sanitary sewer service within no more than one hundred eighty (180) days after such Future CITY-Owned Transmission Line becomes operational and is available for the provision of sanitary sewer service to the Cambridge Meadows Addition; and
- 5) decommissions the private package plant within 180 days after all lots in the Development have connected to the Future Transmission Line for sanitary sewer service; and
- 6) fully meets and complies with ALL conditions of this Agreement.

~~4-3.~~ Notwithstanding the foregoing, at such time as the Property is further materially subdivided or replatted or the use of the Property is materially 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 DEVELOPER 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 DEVELOPER shall be required to promptly, and no later than sixty (60) days after such Change in Conditions occurs to, conform to all CITY development ordinances then applicable to the Property. -DEVELOPER reserves the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by DEVELOPER to avoid the termination of the conditional relief or deferral afforded to the DEVELOPER by and through this Agreement.

~~3. DEVELOPER hereby specifically requests that CITY reserve capacity in and size its water and sanitary sewer systems to serve the Cambridge Meadows Addition and provide service to the Development at such time as the Future Transmission Lines are extended to the property on which the Development is situated pursuant to Section 395.019(3) of the Tex. Loc. Gov't Code.~~

~~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, DEVELOPER 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. A deed restriction will be recorded for the Property and the Subdivision thereon notifying future lot purchasers that each owner of a lot within the Cambridge Meadows Addition will be required to connect to each such Future Transmission Line for potable water or sanitary sewer, at no cost to City, within 180 days after each such Future Transmission Line becomes operational.~~

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 is in effect and allowed, the following conditional variances to the then currently adopted editions of the *International Building Code*, *International Residential Code* and/or *International Fire Code*, and the Subdivision Ordinance are permitted **provided that the DEVELOPER 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 DEVELOPER:**
  - a. The DEVELOPER will not be required to escrow the funds necessary to design and construct the Public Improvements identified in Paragraph D that are being conditionally deferred.
  - b. The DEVELOPER will be permitted to use a properly permitted on-site sanitary sewer package plant that conforms to all requirements of the Texas Commission on Environmental Quality.

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- c. The DEVELOPER will not be required to collect drainage in an underground storm water system.
- d. The DEVELOPER will not be required to prohibit lot to lot drainage.
- e. The DEVELOPER will not be required to perform a Traffic Impact Analysis ("TIA") to assess the effects of the **Cambridge Meadows Addition** on the existing and planned roadway system.

2. Notwithstanding the foregoing, at such time as the Property is further materially subdivided or replatted or the use of the Property is materially altered, changed, increased, expanded or enlarged from the uses identified in Paragraph B above, the conditional variances afforded to the DEVELOPER as enunciated in Paragraph No. 1 of this Paragraph E shall terminate and the DEVELOPER shall be required to promptly, and no later than sixty (60) days after such Change in Conditions occurs to, conform to all CITY development ordinances then applicable to the Property. ~~DEVELOPER~~ reserves the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by DEVELOPER to avoid the termination of the conditional relief or deferral afforded to the DEVELOPER by and through this Agreement.

F. CITY DEVELOPMENT ORDINANCES

If DEVELOPER decides to develop the Property, DEVELOPER 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

DEVELOPER expressly acknowledges that by entering into this Agreement, DEVELOPER, its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any Exhibits as waiving any of the requirements of the 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

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

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J. WITHHOLDING APPROVALS AND PERMITS

In the event DEVELOPER 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.

DEVELOPER 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 DEVELOPER, regarding DEVELOPER's rights under Texas and federal law. DEVELOPER 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.) DEVELOPER specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with Tex. Loc. Gov't Code § 212.904. However, notwithstanding the foregoing, DEVELOPER hereby releases the City from any and all liability under Tex. Loc. Gov't Code § 212.904 regarding or related to the cost of those municipal infrastructure improvements required for the development of the Property.

It is the intent of this Agreement that the provision for roadway and utility improvements made herein constitutes a proportional allocation of DEVELOPER's responsibility for roadway and utility improvements for the Property. DEVELOPER hereby waives any federal constitutional claims and any statutory or state constitutional takings

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claims under the Texas Constitution and Chapter 395 of the Tex. Loc. Gov't. Code. DEVELOPER further releases CITY from any and all claims based on excessive or illegal exactions; it being agreed that OWNERS' infrastructure contribution(s) (after receiving all contractual offsets, credits and reimbursements 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 DEVELOPER's Property. DEVELOPER 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 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.**

↳ L. CONTINUITY

This Agreement shall be a covenant running with the land, and be binding upon DEVELOPER, its 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 DEVELOPER 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. DEVELOPER agrees that construction shall not begin on any proposed building improvements prior to City Council approval of this Agreement.

~~4.2.~~ DEVELOPER 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 DEVELOPER. Likewise, coordination with agencies requiring special conditions (i.e., railroads and the Texas Department of Transportation) shall be the responsibility of DEVELOPER.

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4.3. CITY agrees to record said Plat at such time as the Plat complies with the requirements set forth by the Subdivision Ordinance of CITY, or as allowed by this Agreement. and has been approved in the manner described therein.

*CITY OF MCKINNEY*

By: \_\_\_\_\_  
PAUL G. GRIMES  
City Manager