

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)

William Perry Lee Hurst Addition, Lots 1 & 2, Block A

THIS AGREEMENT, entered into effective the ___ day of February, 2017, by and between **CITY OF MCKINNEY**, a Texas municipal corporation and home-rule city ("CITY"), and **WILLIAM PERRY LEE HURST**, whose mailing address is 6934 County Road No. 166, McKinney, Texas, 75071, and **GLEN and ASHLEY HURST**, whose mailing address is 4013 Hawkins Drive, McKinney, Texas, 75070 (collectively "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 subdivision to be known as **William Perry Lee Hurst Addition, Lot 1 & 2, Block A**, 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 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 subdivision in the ETJ, to be known as **William Perry Lee Hurst Addition, Lot 1 & 2, Block A**, (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 a 2,600 square foot single-family detached home on the Property that is being platted as **William Perry Lee Hurst Addition, Lot 1 & 2, Block A**, 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 to a 2,600 square foot single-family detached home; 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, on the east side of County Road No. 166 and approximately 1,200 feet south of County Road No. 168 containing approximately 21.690 acres of land, more or less, more

fully described 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 single-family detached home on one residential lot, identified as Lot 2, Block A of the William Perry Lee Hurst Addition, containing approximately 1.5094 acres and one agricultural lot, identified as Lot 1, Block A of the William Perry Lee Hurst Addition, containing approximately 20.1806 acres, more or less, in area. 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. 2016-04-034, enacted on April 19, 2016. 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, in accordance with the CITY's Subdivision Ordinance and as approved by CITY Engineer.

1. UTILITIES

LANDOWNER shall dedicate all easements, at no cost to CITY, specifically including, but not limited to, easements for water, sanitary sewer and storm water drainage to provide service to the Property in accordance with CITY standards, at such time as at such time as the

Property is platted. If platting of the Property is delayed and the easements described herein have not previously been dedicated, LANDOWNER shall dedicate the easements as required herein upon receipt of the written request of the CITY's Engineer. Such easement dedication shall include:

- a. A twenty-five foot (25') wide water easement along the length of the western property line of the Property located adjacent to the east side of the right-of-way for the expansion of County Road No. 166;
- b. a minimum one hundred foot (100') wide variable width combined sanitary sewer easement and storm water drainage easement that is centered on and runs along the full length of the east-west creek that runs upon, over and across the northern portion of the Property; and
- c. a minimum two hundred foot (200') wide variable width combined sanitary sewer easement and storm water drainage easement that is centered on and runs along the full length of the north-south creek that runs upon, over and across the central portion of the Property.

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 an approximately 2,600 square foot single-family detached home and hereby determines that LANDOWNER is hereby 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 public streets including the associated street lighting and sidewalks adjacent to the Property in accordance with the Street Design Manual, which provisions mandate that the current two-lane concrete street identified as County Road 166 (approximately 700 feet in length) be expanded in width by designing and constructing the two easternmost lanes thereof adjacent to the Property with a minimum 24-foot wide concrete curb and gutter pavement together with a 6-foot wide

editions of the *International Building Code*, *International Residential Code* and/or *International Fire Code*, and 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 escrow the funds necessary to design and construct the Public Improvements identified in Paragraph D that are being conditionally deferred.
 - b. The LANDOWNER will be permitted to use a properly permitted on-site septic system that conforms to all requirements of the Texas Commission on Environmental Quality and the CITY.
 - c. The LANDOWNER will not be required to collect drainage in an underground storm water system.
 - d. The LANDOWNER will not be required to prohibit lot to lot drainage.
 - e. The LANDOWNER will not be required to install a water system that is capable of furnishing the fire flow and pressures required by the City of McKinney Fire Department (1000 gallons per minute and 20 pounds per square inch residual pressure) intended to provide sufficient fire protection for the safe, efficient and orderly development of the City to all or any part of the Property.
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, 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 sixty (60) 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, 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

LANDOWNER, 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 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, 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 LANDOWNER 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.

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, 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 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:

SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant 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 who's 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 FEBRUARY, 2017.

Notary Public _____ County, Texas
My commission expires _____

**OWNER OF TRACT 28 IN THE L.O.
DAVIDSON SURVEY ABSTRACT NO. 285
(20.69 ACRES)**

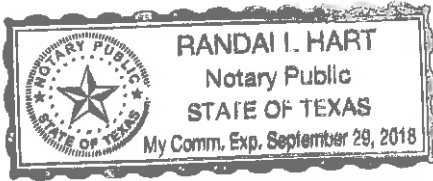
By: 

WILLIAM PERRY LEE HURST

[Signatures continued on following page.]

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the 4 day of February, 2017 by **WILLIAM PERRY LEE HURST**.



[Signature]
Notary Public Collin County, Texas
My commission expires 9/29/18

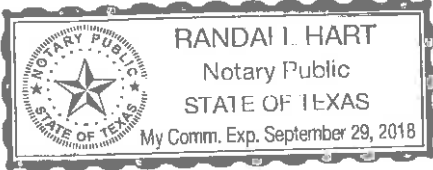
**OWNERS OF TRACT 30 IN THE L.O.
DAVIDSON SURVEY ABSTRACT NO. 285
(1.0 ACRES)**

By: [Signature]
GLEN HURST

By: [Signature]
ASHLEY HURST

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the 4 day of February, 2017 by **GLEN HURST AND WIFE ASHLEY HURST**.



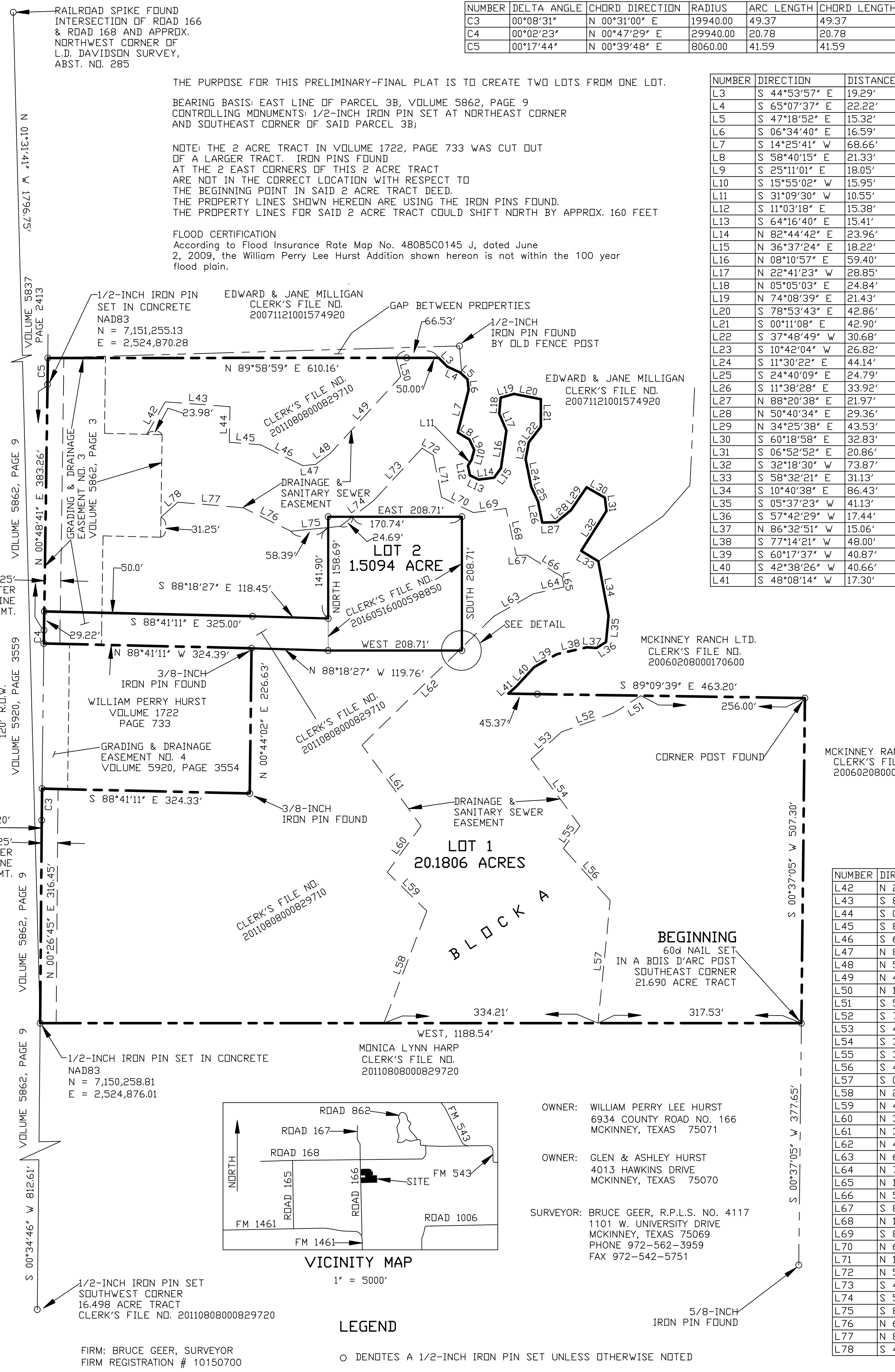
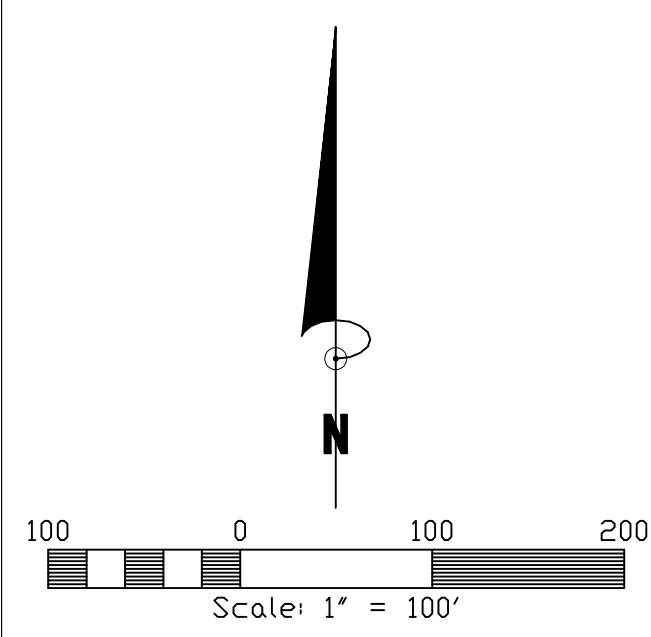
[Signature]
Notary Public Collin County, Texas
My commission expires 9/29/18

PREPARED IN THE OFFICES OF:

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

EXHIBIT A

DESCRIPTION OF PROPERTY



NUMBER	DELTA ANGLE	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
C3	00°08'31"	N 00°31'00" E	19940.00	49.37	49.37
C4	00°02'23"	N 00°47'29" E	29940.00	20.78	20.78
C5	00°17'44"	N 00°39'48" E	8060.00	41.59	41.59

NUMBER	DIRECTION	DISTANCE
L3	S 44°53'57" E	19.29'
L4	S 65°07'37" E	22.22'
L5	S 47°18'52" E	15.32'
L6	S 06°34'40" E	16.59'
L7	S 14°25'41" W	68.66'
L8	S 58°40'15" E	21.33'
L9	S 25°11'01" E	18.05'
L10	S 15°55'02" W	15.95'
L11	S 31°09'30" W	10.55'
L12	S 11°03'18" E	15.38'
L13	S 64°16'40" E	15.41'
L14	N 82°44'42" E	23.96'
L15	N 36°37'24" E	18.22'
L16	N 08°10'57" E	59.40'
L17	N 22°41'23" W	28.85'
L18	N 05°05'03" E	24.84'
L19	N 78°08'39" E	21.43'
L20	S 74°53'43" E	42.96'
L21	S 00°11'08" E	42.90'
L22	S 37°48'49" W	30.68'
L23	S 10°42'04" W	26.82'
L24	S 11°30'22" E	44.14'
L25	S 24°40'09" E	24.79'
L26	S 11°38'28" E	33.92'
L27	N 88°20'38" E	21.97'
L28	N 50°40'34" E	29.36'
L29	N 34°25'38" E	43.53'
L30	S 60°18'58" E	32.83'
L31	S 06°52'52" E	20.86'
L32	S 32°18'30" W	73.87'
L33	S 58°32'21" E	31.13'
L34	S 10°40'38" E	86.43'
L35	S 05°37'23" W	41.13'
L36	S 57°42'29" W	17.44'
L37	N 86°32'51" W	15.06'
L38	S 77°14'21" W	48.00'
L39	S 60°17'37" W	40.87'
L40	S 42°38'26" W	40.66'
L41	S 48°08'14" W	17.30'

NUMBER	DIRECTION	DISTANCE
L42	N 29°38'21" E	58.36'
L43	S 85°43'56" E	101.57'
L44	S 01°15'27" W	55.47'
L45	S 85°06'28" E	49.08'
L46	S 63°49'57" E	73.47'
L47	N 84°21'53" E	19.93'
L48	N 52°38'48" E	29.07'
L49	N 42°38'48" E	162.26'
L50	N 14°19'00" W	30.22'
L51	S 57°42'29" W	51.15'
L52	S 70°00'48" W	85.92'
L53	S 48°17'56" E	63.88'
L54	S 36°12'57" E	129.11'
L55	S 36°11'09" W	43.56'
L56	S 42°03'04" E	109.17'
L57	S 05°40'47" W	192.38'
L58	N 20°54'14" E	187.23'
L59	N 45°31'23" W	86.35'
L60	N 36°11'09" E	89.45'
L61	N 36°12'57" W	156.40'
L62	N 45°41'58" E	287.63'
L63	N 60°17'37" E	71.29'
L64	N 77°14'21" E	48.89'
L65	N 10°40'38" W	16.09'
L66	N 58°32'21" W	64.78'
L67	S 88°20'38" W	16.11'
L68	N 12°30'11" W	75.06'
L69	S 82°44'42" W	51.20'
L70	N 64°16'40" W	55.26'
L71	N 11°03'18" W	66.97'
L72	N 58°40'15" W	20.69'
L73	S 42°38'48" W	111.31'
L74	S 52°38'48" W	66.82'
L75	S 84°21'53" W	76.83'
L76	N 63°49'57" W	83.18'
L77	N 85°06'28" W	102.35'
L78	S 48°23'19" W	35.41'

OWNERS CERTIFICATE

STATE OF TEXAS: COUNTY OF COLLIN:

WHEREAS William Perry Lee Hurst is the owner of a 20.690 acre tract of land situated in Collin County, Texas, in the L. D. Davidson Survey, Abstract No. 285, being a survey of part of the 21.690 acre tract described in a deed from Trilby Lee Hurst to William Perry Lee Hurst, dated August 7, 2011, recorded as clerk's file no. 20110808000829710, and Glen Hurst and Ashley Hurst are the owners of a 1.000 acre tract of land described in a deed from William Perry Lee Hurst to Glen Hurst and Ashley Hurst, dated May 16, 2016, recorded as clerk's file no. 20160516000598850, both deeds of the Collin County deed records, being described by metes and bounds as follows:

BEGINNING at a 60d nail set in a Bois d'arc fence post at the southeast corner of said 21.690 acre tract; same being the northeast corner of the 16.498 acre tract recorded as clerk's file no. 20110808000829720;

THENCE West, with the south line of said 21.690 acre tract and the north line of said 16.498 acre tract, 1188.54 feet to a 1/2-inch iron pin set in concrete at the south-southwest corner of said 21.690 acre tract, the north-northwest corner of said 16.498 acre tract and in the east right-of-way line of County Road No. 166; same being in the east line of Parcel 3B recorded in volume 5862, page 9;

THENCE northerly with the east right-of-way line of said County Road No. 166, the east line of said Parcel 3B and the west line of said 21.690 acre tract as follows:

North 00°28'45" East, 316.45 feet to a 1/2-inch iron pin set at the P.C. of a curve to the east right;

THENCE with said curve, a radius of 19,940.00 feet, an arc length of 49.37 feet, a central angle of 00°08'31", a chord direction of North 00°31'00" East, a chord length of 49.37 feet to a 1/2-inch iron pin set at the northeast corner of said Parcel 3B and a northwest corner of said 21.690 acre tract; same being in the south line of the 2.00 acre tract recorded in volume 1722, page 733;

THENCE South 88°41'11" East, with a north line of said 21.690 acre tract and with the south line of said 2.00 acre tract, 324.33 feet to a 3/8-inch iron pin found at the southeast corner of said 2.00 acre tract and an inside corner of said 21.690 acre tract;

THENCE North 00°44'02" East, with a west line of said 21.690 acre tract and with the east line of said 2.00 acre tract, 226.83 feet to a 3/8-inch iron pin found at the northeast corner of said 2.00 acre tract and an inside corner of said 21.690 acre tract;

THENCE North 88°41'11" West, with a south line of said 21.690 acre tract and with the north line of said 2.00 acre tract, 324.39 feet to a 1/2-inch iron pin set at the north-southwest corner of said 21.690 acre tract, in the east right-of-way line of said County Road No. 166; same being the southeast corner of Parcel 3A recorded in volume 5862, page 9; same being in a curve, the radius point bears South 88°41'11" East, 29,940.00 feet;

THENCE northerly with the east right-of-way line of said County Road No. 166, the east line of said Parcel 3A and with the west line of said 21.690 acre tract as follows:

With a curve to the right, a radius of 29,940.00 feet, an arc length of 20.78 feet, a central angle of 00°02'23", a chord direction of North 00°47'29" East, a chord length of 20.78 feet to a 1/2-inch iron pin set at the P.T. of said curve;

THENCE North 00°48'41" East, 383.26 feet to a 1/2-inch iron pin set in concrete at the P.C. of a curve to the left;

THENCE with said curve, a radius of 8060.00 feet, an arc length of 41.59 feet, a central angle of 00°17'44", a chord direction of North 00°39'48" East, a chord length of 41.59 feet to a 1/2-inch iron pin set at the northeast corner of said Parcel 3A and the north-northwest corner of said 21.690 acre tract; same being the southeast corner of a 0.483 acre tract of land recorded in volume 5837, page 2413;

THENCE North 89°58'58" East, with the north line of said 21.690 acre tract, passing a 1/2-inch iron pin set at 560.16 feet and continuing in all, 610.16 feet to a point in a creek at the north-northeast corner of said 21.690 acre tract;

THENCE southerly generally with the center of said creek and with an east line of said 21.690 acre tract as follows:

South 44°53'57" East, 19.29 feet; South 65°07'37" East, 22.22 feet; South 47°18'52" East, 15.32 feet; South 06°34'40" East, 16.59 feet; South 14°25'41" West, 68.66 feet; South 58°40'15" East, 21.33 feet; South 25°11'01" East, 18.05 feet; South 15°55'02" West, 15.95 feet; South 31°09'30" West, 10.55 feet; South 11°03'18" East, 15.38 feet; South 64°16'40" East, 15.41 feet; North 82°44'42" East, 23.96 feet; North 36°37'24" East, 18.22 feet; North 08°10'57" East, 59.40 feet; North 22°41'23" West, 28.85 feet; North 05°05'03" East, 24.84 feet; North 78°08'39" East, 21.43 feet; South 74°53'43" East, 42.96 feet; South 00°11'08" East, 42.90 feet; South 37°48'49" West, 30.68 feet; South 10°42'04" West, 26.82 feet; South 11°30'22" East, 44.14 feet; South 24°40'09" East, 24.79 feet; South 11°38'28" East, 33.92 feet; North 88°20'38" East, 21.97 feet; North 50°40'34" East, 29.36 feet; North 34°25'38" East, 43.53 feet; South 60°18'58" East, 32.83 feet; South 06°52'52" East, 20.86 feet; South 32°18'30" West, 73.87 feet; South 58°32'21" East, 31.13 feet; South 10°40'38" East, 86.43 feet; South 05°37'23" West, 41.13 feet; South 57°42'29" West, 17.44 feet; North 86°32'51" West, 15.06 feet; South 77°14'21" West, 48.00 feet; South 60°17'37" West, 40.87 feet; South 42°38'26" West, 40.66 feet; South 48°08'14" West, 17.30 feet to a point at an inside corner of said 21.690 acre tract;

THENCE with said east creek and with an east line of said 21.690 acre tract as follows:

South 10°40'38" East, 86.43 feet; South 05°37'23" West, 41.13 feet; South 57°42'29" West, 17.44 feet; North 86°32'51" West, 15.06 feet; South 77°14'21" West, 48.00 feet; South 60°17'37" West, 40.87 feet; South 42°38'26" West, 40.66 feet; South 48°08'14" West, 17.30 feet to a point at an inside corner of said 21.690 acre tract;

THENCE South 89°09'39" East, with a north line of said 21.690 acre tract and with a south line of the 1218.714 acre tract recorded as clerk's file no. 20060208000170600, passing a 1/2-inch iron pin set at 45.37 feet and continuing in all, 463.20 feet to a corner post found at an inside corner of said 1218.714 acre tract and the east-northeast corner of said 21.690 acre tract;

THENCE South 00°37'05" West, with the east line of said 21.690 acre tract and with a west line of said 1218.714 acre tract, 607.30 feet to the PLACE OF BEGINNING and containing 21.690 acres.

COUNTY OF COLLIN STATE OF TEXAS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That William Perry Lee Hurst, Glen Hurst and Ashley Hurst do hereby adopt this plat designating the hereinabove described property as WILLIAM PERRY LEE HURST ADDITION, LOTS 1 & 2, BLOCK A, an addition to Collin County, Texas and do hereby dedicate to the public use forever, their streets, alleys and public use areas as 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 other improvements or growths, which in any way, endanger or interfere with the construction, maintenance or efficiency of its 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 ordinances, rules, regulations and resolutions of the City of McKinney, Texas.

WITNESS MY HAND at _____, Texas, this _____ day of _____, 2016.

William Perry Lee Hurst, Owner

STATE OF TEXAS: COUNTY OF COLLIN:

Before me, the undersigned authority, a notary public in and for the state, on this day personally appeared William Perry Lee Hurst 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 consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the _____ day of _____, 2016.

Notary Public in and for the State of Texas

Glen Hurst, Owner

STATE OF TEXAS: COUNTY OF COLLIN:

Before me, the undersigned authority, a notary public in and for the state, on this day personally appeared Glen Hurst 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 consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the _____ day of _____, 2016.

Notary Public in and for the State of Texas

Ashley Hurst, Owner

STATE OF TEXAS: COUNTY OF COLLIN:

Before me, the undersigned authority, a notary public in and for the state, on this day personally appeared Ashley Hurst known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the _____ day of _____, 2016.

Notary Public in and for the State of Texas

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Bruce Geer, do hereby certify that I prepared this plat from an actual survey on the ground and under my direct supervision. All the corner monuments shown hereon actually exist, and that their location, size and material are correctly shown.

PRELIMINARY—THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

Bruce Geer, Registered Professional Land Surveyor No. 4117

STATE OF TEXAS: COUNTY OF COLLIN:

Before me, the undersigned authority, a notary public in and for the state, on this day personally appeared Bruce Geer 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 consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the _____ day of _____, 2016.

Notary Public in and for the State of Texas

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

"PRELIMINARY-FINAL PLAT FOR REVIEW PURPOSES ONLY"

PRELIMINARY-FINAL PLAT OF
WILLIAM PERRY LEE HURST ADDITION
 LOTS 1 & 2, BLOCK A
 AN ADDITION TO COLLIN COUNTY, TEXAS
 BEING 21.690 ACRES OF LAND LOCATED IN THE
 L. D. DAVIDSON SURVEY, ABSTRACT NO. 285,
 COLLIN COUNTY, TEXAS
 NOVEMBER 28, 2016