

THIS CONTRACT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022,<sup>1</sup> by and between the **CITY OF MCKINNEY, TEXAS**, a municipal corporation located in Collin County, Texas, (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and **CBRE, Inc.**, a Delaware Corporation, ("hereinafter referred to as "CONSULTANT") whose address is 301 Commerce Street, Suite 3131 Fort Worth, TX 76102.

WITNESSETH:

WHEREAS, CITY desires to obtain professional services from CONSULTANT for Appraisal Services; and

WHEREAS, CONSULTANT is an Appraisal firm qualified to provide such services and is willing to undertake the performance of such services for CITY in exchange for fees hereinafter specified; NOW, THEREFORE,

IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

**I.**  
**Employment of Consultant**

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily provided by competent members of the Appraisal professions, both public and private, currently practicing in the same or similar locality under the same or similar circumstances and professional license including but not limited to the exercise of reasonable, informed judgments and prompt, timely action considering the ordinary professional skill and care of a competent professional Appraisal professional. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

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<sup>1</sup> If this date is omitted, the effective date shall be the date the Agreement is executed by the City.

**II.**  
**Scope of Services**

CONSULTANT shall perform such services as are necessary to provide appraisals specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

**III.**  
**Payment for Services**

Total payment for services described herein shall be a sum not to exceed Two Hundred Forty-Eight Thousand Five Hundred and No/100<sup>ths</sup> Dollars (\$248,500.00) ("Total Payment Amount"). This Total Payment Amount includes CONSULTANT's "Reimbursable Expenses" as defined herein below.

CONSULTANT will bill CITY for the performance and delivery of the services described herein on a per completed appraisal basis in accordance with Attachment "B" hereto entitled "Fees and Expenses" and will also bill CITY for the "Reimbursable Expenses" identified in Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips, or expenses are requested, CONSULTANT will not provide such additional services or trips or incur additional expenses until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work or expenditure of funds for additional trips or expenses) the payment of additional amounts.

CONSULTANT will be compensated for the following **reasonable and documented** "Reimbursable Expenses," if any, from the Total Payment Amount to the extent such expenses are directly related to CONSULTANT's performance of the Project provided the total amount of such Reimbursable Expenses together with the payment for all professional services to be performed hereunder does not exceed the Total Payment Amount: printing; photocopying; reproduction of drawings and specifications; postage; courier delivery services; long distance telephone calls; and, mileage at the allowable rate established by the Internal Revenue Service (collectively "Reimbursable Expenses"). Any expenses the CITY determines are not reasonable and directly related to CONSULTANT's performance of the Project, and/or which are not properly documented to the CITY, shall remain the sole responsibility of the CONSULTANT. Any expenses that do not fit within any of the categories of Reimbursable Expenses or which expenses are unusual or cumulatively exceed the amount identified in Attachment "B" or the Total Payment Amount are considered "Extraordinary Expenses"

and must be approved in advance by CITY in writing signed by the parties. If approved by CITY in writing in advance, such Extraordinary Expenses may be paid as incurred and billed to the CITY pursuant to this Contract over and above the Total Payment Amount identified in this provision. Any Extraordinary Expenses not approved in writing in advance by the CITY shall remain the sole responsibility of the CONSULTANT.

Each month CONSULTANT will submit to CITY an invoice supporting the number/costs of completed appraisals and the reimbursable expenses incurred for which payment is sought. Each invoice shall also state the number/costs of completed appraisals on the Project through the end of the then submitted billing period, the total of the current invoice amount, a running total balance of the number/costs of completed appraisals, and the reimbursable expenses incurred for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice CITY shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted. Such payments shall be subject to the Texas Prompt Payment Act, Texas Government Code §§ 2251.001, *et seq.*

Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

#### **IV. Revisions of the Scope of Services**

CITY reserves the right to revise or expand the scope of services after due approval by CITY as CITY may deem necessary, but in such event, CITY shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide CITY a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by CITY under this Contract, CITY must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require McKinney City Council approval and is subject to the current budget year limitations.

**V.**  
**Term**

This Contract shall begin on the date first written above and shall terminate when CITY has approved the Project as being final or otherwise terminates this Contract as provided herein.

**VI.**  
**Contract Termination Provision**

This Contract may be terminated at any time by CITY for any cause by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders, or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract. CONSULTANT shall invoice CITY for all Services completed and shall be compensated in accordance with the terms of this Contract for all Services performed by CONSULTANT through the date such written notice of termination is received by CONSULTANT.

**VII.**  
**Ownership of Documents**

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY without restriction on future use. CONSULTANT may retain copies of all drawings, specifications, and all other pertinent information for the work in CONSULTANT's files. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

**VIII.**  
**Insurance Requirements**

- A. Before commencing work, the CONSULTANT shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of McKinney. The CONSULTANT shall furnish to the City of McKinney Procurement Services Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of McKinney  
c/o Procurement Services  
P O Box 517  
McKinney, TX 75070

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$500,000 each accident, b) by disease, \$500,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000.
4. Professional Liability Insurance to provide coverage against any claim which the CONSULTANT becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission, or negligent act with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

**NOTE:** If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City of McKinney.

- B. With reference to the foregoing required insurance, the CONSULTANT agrees to the following:
1. A waiver of subrogation in favor of City of McKinney, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
  2. The City of McKinney, its officials, employees, and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies. Nothing contained in Section XII of this Agreement shall be interpreted or applied as limiting, reducing, or eliminating any obligation or duty that CONSULTANT's insurance carrier may owe to CITY as an additional insured under the CONSULTANT's general liability insurance policies required by this Agreement to provide the CITY with a defense and/or indemnify the CITY for any claim or cause of action, whether one or more, regardless of the proportionate responsibility or liability of the CONSULTANT or the CITY. Neither shall anything contained in this Section VIII be interpreted or applied as providing or otherwise entitling either CONSULTANT, CONSULTANT's insurance carrier or any other party any

right or ability to recover over against CITY any amounts of money attributable to damages, costs, expenses and/or attorneys' fees based on or arising out of a finding of comparative or proportionate responsibility or liability as against the CITY it being understood and agreed that CITY in no way intends by this Agreement to waive its sovereign immunity regarding any claim, suit or cause of action.

3. Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to City of McKinney.

C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.

D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.

E. The CONSULTANT shall require any contractors, sub-contractors, and other persons doing business with or for the CONSULTANT related to the work to maintain at least the insurance as required, or their liability shall be covered by the CONSULTANT.

## **IX.**

### **Right to Inspect Records**

CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers, and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. CITY shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

**X.**  
**Successors and Assigns**

CITY and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

**XI.**  
**CONSULTANT's Liability**

Acceptance of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants.

**XII.**  
**INDEMNIFICATION**

**CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS CONTRACT AND WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE § 130.002(B).**

**BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY, AS WELL AS INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER.**

**INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES IN PROPORTION TO THE CONSULTANT'S LIABILITY AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.**

In its sole discretion, the CITY shall have the right to approve counsel to be retained by CONSULTANT in fulfilling its obligation to defend and indemnify the CITY. CONSULTANT shall retain approved counsel for the CITY within seven (7) business days after receiving written notice from the CITY that it is invoking its right to indemnification under this Contract. If CONSULTANT does not retain counsel for the CITY within the required time, then the CITY shall have the right to retain counsel and the CONSULTANT shall pay these reasonable attorneys' fees in proportion to the CONSULTANT'S liability plus expenses. The CITY retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to take such action.

**XIII.**  
**Independent Contractor**

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee, or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

**XIV.**  
**Default**

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to CITY to complete the work to be performed under this Contract is in excess of that part



of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess. CONSULTANT'S liability under this provision shall be limited to the total dollar amount of this Contract.

CITY's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at CITY's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to CITY; or,
- (c) Monetary damages in an amount not to exceed the greater of:
  - (1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage; or,
  - (2) The total dollar amount of this Contract.

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

#### **XV. Changes**

CITY may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and CONSULTANT shall be incorporated by written modification to this Contract.

#### **XVI. Conflict of Interest**

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates, or subcontractors of CONSULTANT.

In addition, to the extent that this Contract (a) must be approved by the CITY's governing body before it may be signed or (b) has a value of \$1,000,000, or more,

CONSULTANT shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission (“Commission”) at the time CONSULTANT submits this signed Contract to CITY, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The CONSULTANT must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the CONSULTANT must sign the printed copy of the form and complete the “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The completed Form 1295 with the certification of filing must be filed with the CITY.

The CITY must notify the Commission, using the Commission’s filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the CITY.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

## **XVII.** **Confidential Information**

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public, or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, “Confidential Information” means all oral and written information concerning City of McKinney, its affiliates and subsidiaries, and all oral and written information concerning CITY or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term “Confidential Information” shall not include such materials that are or become generally available to the public other than as a result of

disclosure of CONSULTANT or are required to be disclosed by a governmental authority.

**XVIII.**  
**Mailing Address**

All notices and communications under this CONTRACT to be mailed to CITY shall be sent to the address of CITY's agent as follows, unless and until CONSULTANT is otherwise notified:

City of McKinney  
Attn: Todd Wright, Eng. Dept.  
Post Office Box 517  
McKinney, Texas 75069.

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until CITY is otherwise notified:

CBRE, Inc.  
Attn: Mike Miggins  
301 Commerce Street, Suite 3131  
Fort Worth, TX 76102

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

**XIX.**  
**Applicable Law**

The CONTRACT is entered into subject to the McKinney City Charter and ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Collin County, Texas, for all purposes, including performance and execution.

**XX.**  
**Severability**

If any of the terms, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of

the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XXI.**  
**Remedies**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

**XXII.**  
**Entire Agreement**

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

**XXIII.**  
**Non-Waiver**

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

**XXIV.**  
**Headings**

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

**XXV.**  
**Venue**

The parties to this Contract agree and covenant that this Contract will be enforceable in McKinney, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Collin County, Texas.

**XXVI.**  
**No Third-Party Beneficiary**

For purposes of this Contract, including its intended operation and effect, the parties (CITY and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way

intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

**XXVII.**  
**Anti-Boycotting & Anti-Discrimination**

In accordance with Chapter 2271, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

Chapter 2271 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2271 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott Israel and will not boycott Israel during the term of this contract.

In accordance with Senate Bill 13, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (a) does not boycott energy companies; and
- (b) will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott energy companies and will not boycott energy companies during the term of this contract.

In accordance with Senate Bill 19, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

(a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and

(b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not discriminate against energy companies and will not boycott any firearm entity or firearm trade association and will not discriminate against any firearm entity or firearm trade association during the term of this contract. Notwithstanding the foregoing, such provision does not apply to a governmental entity that:

(a) contracts with a sole-source provider; or

(b) does not receive any bids from a company that is able to provide the required written verification.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

**CITY OF MCKINNEY**

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

Date Signed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
EMPRESS DRANE  
City Secretary  
JOSHUA STEVENSON  
Deputy City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK S. HOUSER  
City Attorney

**CBRE, Inc.,**  
a Delaware Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Attachment “A”**

*Scope of Work*



# Proposal and Contract for Services

June 22, 2022

Todd Wright  
Real Estate Acquisitions Administrator  
**CITY OF MCKINNEY**  
221 N. Tennessee St.  
McKinney, Texas 75070  
Phone: 972.547.7479  
Email: [twright@mckinneytexas.org](mailto:twright@mckinneytexas.org)

RE: Assignment Agreement  
SH 5 Utility Relocation  
Multiple Parcels  
McKinney, TX 75069

Dear Mr. Wright:

We are pleased to submit this proposal and our Terms and Conditions for this assignment between CBRE, Inc. (CBRE) and the City of McKinney (City).

## PROPOSAL SPECIFICATIONS

Purpose:	Compensation for the acquisition of the proposed easements.
Premise:	As Is
Rights Appraised:	Waterline, Sewer, Water and Sewer and Temporary Construction Easements
Intended Use:	Right-of-way Acquisition
Intended User:	The intended user is CITY OF MCKINNEY and it's assigns if any ("Client"), and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein).
Subject Property:	As attached.

CBRE, Inc.  
2800 Post Oak Boulevard, Suite 500  
Houston, Texas 77056  
[www.cbre.us/valuation](http://www.cbre.us/valuation)

**Mike Miggins, MAI**  
Director

Reliance:	Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.
Inspection:	CBRE will conduct a physical inspection of the subject property and its surrounding environs on the effective date of appraisal.
Appraisers:	Each individual report will have an MAI signature in addition to any others.
Valuation Approaches:	All three traditional approaches to value will be considered and utilized
Report Type:	Standard Appraisal Report
Appraisal Standards:	USPAP
Acquisition Revisions:	The City will have the right to remove any parcels from the contract on an individual basis and the City will not be billed for that/those amount(s) by CBRE.
Appraisal Fee:	Total fee: \$218,500.00 This fee is applicable only to the number of parcels quoted and attached in this engagement letter. Should the number of parcels in the project change this engagement must be replaced by a new engagement and/or contract amendment for the correct parcel count.
Expenses:	Fee includes all associated expenses
Retainer:	A retainer is not required

Payment Terms:	Final payment is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. The fee is considered earned upon delivery of the draft report.
Delivery Instructions:	<p>CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report.</p> <p>An Adobe PDF file via email will be delivered to <a href="mailto:twright@mckinneytexas.org">twright@mckinneytexas.org</a> . CBRE will provide up to four (4) bound original hard copies per report, per client request on a case-by-case basis/need</p>
Delivery Schedule:	There are multiple reports associated with this project. In order to ensure an orderly delivery and COM's ability to review reports, CBRE should deliver the first report as soon as possible following an authorization to proceed, the last report within 90 days following the authorization, with the remaining reports being delivered at reasonable intervals in between.
Appraisal Reviews:	COM has the right to have the appraisals reviewed by other parties. CBRE will work with these other parties to ensure the quality and accuracy of the reports.
Access:	CBRE will provide property owners the opportunity to accompany them on their inspection of properties and will arrange for access to the properties with the property owners.
Preliminary Value:	N/A
Draft:	N/A
Final Report:	Per Parcel on an individual basis - 3 weeks from inspection of individual parcels
Start Date:	The appraisal process will start upon receipt of your signed agreement and the property specific data.
Acceptance Date:	These specifications are subject to modification if this proposal is not accepted within <u>5</u> business days from the date of this letter.

When executed and delivered by all parties, this letter, together with the Terms and Conditions and the Specific Property Data Request attached hereto and incorporated herein, will serve as the Agreement for appraisal services by and between CBRE and Client. Each person signing below represents that it is authorized to enter into this Agreement and to bind the respective parties hereto. We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

**CBRE, Inc.**  
**Valuation & Advisory Services**



Mike Miggins, MAI  
Director  
As Agent for CBRE, Inc.  
T 713.577.1895  
mike.miggins@cbre.com

## AGREED AND ACCEPTED

FOR CITY OF MCKINNEY ("CLIENT"):

_____ Signature	_____ Date
_____ Paul Grimes Name	_____ City Manager Title
_____ Phone Number	_____ E-Mail Address

Parcel No.	Easement No.	Property Location	Property Owner	Cost of Appraisal
1	T02 P02	Medical Center Dr Medical Center Dr	McKinney Propco Owner LLC McKinney Propco Owner LLC	\$2,750
2	T02A P02A	3911 Medical Center Dr 3911 Medical Center Dr	7-Eleven, Inc. 7-Eleven, Inc.	\$3,500
3	T03 P03 T21 P17	3304 Medical Center Dr 3304 Medical Center Dr 3304 Medical Center Dr 3304 Medical Center Dr	East Dallas BW, Ltd. East Dallas BW, Ltd. East Dallas BW, Ltd. East Dallas BW, Ltd.	\$2,750
4	T04 P05	S Mcdonald (State Hwy 5) St S Mcdonald (State Hwy 5) St	Issam Al Shmaisani Issam Al Shmaisani	\$2,750
5	T05 P06	State Hwy 5 (S Mcdonald) State Hwy 5 (S Mcdonald)	TXI Operations, LP TXI Operations, LP	\$3,500
6	T06 P07	State Hwy 5 (S Mcdonald) State Hwy 5 (S Mcdonald)	Lhoist North America of Texas, Ltd. Lhoist North America of Texas, Ltd.	\$3,500
7	T11D T11E P10B	State Hwy 5 (S Mcdonald) State Hwy 5 (S Mcdonald) State Hwy 5 (S Mcdonald)	Texas Bulletins Inc. Texas Bulletins Inc. Texas Bulletins Inc.	\$2,750
8	T12 T13 P11	101 Industrial Blvd 101 Industrial Blvd 101 Industrial Blvd	Nayeb Holding, Inc. Nayeb Holding, Inc. Nayeb Holding, Inc.	\$3,500
9	T14 P12	1605 S Mcdonald St 1605 S Mcdonald St	Nayeb Holding, Inc. Nayeb Holding, Inc.	\$3,500
10	T15 P13	1601 S Mcdonald St 1601 S Mcdonald St	CMK Food LLC CMK Food LLC	\$2,750
11	T16	1515 S Mcdonald St	Chun H. Lam	\$4,000
12	T17 P14	1600 S Mcdonald St 1600 S Mcdonald St	Hise Real Estate Investments, L.P. Hise Real Estate Investments, L.P.	\$2,750
13	T18  T19  P15  T20	1516 S Mcdonald St  1516 S Mcdonald St  1516 S Mcdonald St  1500 S Mcdonald St	Anna Kathryn James, T.J. Lane, Lisa Melinda Green, and T.J. Lane as Trustee for Alan McKemie Lane  Anna Kathryn James, T.J. Lane, Lisa Melinda Green, and T.J. Lane as Trustee for Alan McKemie Lane  Anna Kathryn James, T.J. Lane, Lisa Melinda Green, and T.J. Lane as Trustee for Alan McKemie Lane  Anna Kathryn James, T.J. Lane, Lisa Melinda Green, and T.J. Lane as Trustee for Alan McKemie Lane	\$3,500
14	T22 P18	3191 Medical Center Dr 3191 Medical Center Dr	KV Fairways Owner, LLC KV Fairways Owner, LLC	\$3,500
15	T23 P19	Spur 399 Spur 399	Meridian Residential Association, Inc. Meridian Residential Association, Inc.	\$2,750
16	T24 P20	Spur 399 Spur 399	TxDOT Property TxDOT Property	\$2,750
17	P20A	Stewart Rd	McKinney Greens Homeowners Association Inc.	\$2,750
18	T25 T25A P20B	S Mcdonald St S Mcdonald St S Mcdonald St	Wanda J. Dean Wanda J. Dean Wanda J. Dean	\$2,750
19	T28	1820 S Mcdonald St	GSI McDonald McKinney, LLC	\$3,500

	T29	1820 S Mcdonald St	GSI McDonald McKinney, LLC	
	P23	1820 S Mcdonald St	GSI McDonald McKinney, LLC	
	P24	1820 S Mcdonald St	GSI McDonald McKinney, LLC	
	T30	1820 S Mcdonald St	GSI McDonald McKinney, LLC	
	P25	1820 S Mcdonald St	GSI McDonald McKinney, LLC	
20	T31	Mcdonald St S	Collin-Highway 5, LP	\$2,750
	P26	Mcdonald St S	Collin-Highway 5, LP	
21	T32	1712 S Mcdonald St	Airgas USA, LLC	\$3,500
	P27	1712 S Mcdonald St	Airgas USA, LLC	
22	T33	1700 S Mcdonald St	Said Shehata & Soraya Shehata	\$3,500
	P28	1700 S Mcdonald St	Said Shehata & Soraya Shehata	
23	T34	1608 S Mcdonald St	Racetrac Petroleum, Inc.	\$3,500
	P29	1608 S Mcdonald St	Racetrac Petroleum, Inc.	
24	T35	1516 S Tennessee St	Los Compadres, LLC	\$2,750
	P30	1516 S Tennessee St	Los Compadres, LLC	
25	P31	1408 S Chestnut St	FSG, LLC	\$2,750
26	P32	1450 Amcott St	Housing Authority of the City of McKinney	\$2,750
27	T36	1415 S Mcdonald St	Grid Enterprises, Inc.	\$2,750
	P33	1415 S Mcdonald St	Grid Enterprises, Inc.	
28	T37	1301 S Mcdonald St	Cotton Mill Partners, Ltd.	\$2,750
	P34	1301 S Mcdonald St	Cotton Mill Partners, Ltd.	
29	T38	914 S Mcdonald St	Shelley Chapman	\$2,750
	P35	914 S Mcdonald St	Shelley Chapman	
30	T39	915 S Mcdonald St	Edward C. Mounger	\$2,750
	P36	915 S Mcdonald St	Edward C. Mounger	
31	T40	702 S Mcdonald St	Delta Elm Investment Group, LLC	\$2,750
	P37	702 S Mcdonald St	Delta Elm Investment Group, LLC	
32	T41	701 S Chestnut St	Armando Loera & Consuelo Loera	\$2,750
	P38	701 S Chestnut St	Armando Loera & Consuelo Loera	
33	T42	600 Mcdonald St	Full Gospel Holy Temple, Inc.	\$2,750
	P39	600 Mcdonald St	Full Gospel Holy Temple, Inc.	
	T43	600 Mcdonald St	Full Gospel Holy Temple, Inc.	
	P40	600 Mcdonald St	Full Gospel Holy Temple, Inc.	
34	T44	511 S Chestnut St	Delta Elm Investment Group, LLC	\$2,750
	P41	511 S Chestnut St	Delta Elm Investment Group, LLC	
	T45	511 S Chestnut St	Delta Elm Investment Group, LLC	
	P42	511 S Chestnut St	Delta Elm Investment Group, LLC	
35	T46	505 S Chestnut St	Alma Ruth Jasso & Ernesto Z. Jasso	\$2,750
	P43	505 S Chestnut St	Alma Ruth Jasso & Ernesto Z. Jasso	
36	T96	409 S McDonald St	LBS Holdings, LLC	\$2,750
	P89	409 S McDonald St	LBS Holdings, LLC	
37	T47	300 E Davis St	300 East Davis Owner, LLC	\$4,000
	P44	300 E Davis St	300 East Davis Owner, LLC	
38	T50	101 N Mcdonald St	Shwu Ying Wang, LLC	\$5,000
	P46	101 N Mcdonald St	Shwu Ying Wang, LLC	
39	T51	335 E Louisiana St	InterMcKinney, LLC	\$5,000
	P47	335 E Louisiana St	InterMcKinney, LLC	
40	T52	108 N Mcdonald St	Banjo Ventures, Ltd.	\$5,000
	P48	108 N Mcdonald St	Banjo Ventures, Ltd.	
41	T54	201 N Mcdonald St	Dorsa Properties, LLC	\$5,000
	P50	201 N Mcdonald St	Dorsa Properties, LLC	
42	T55	211 N Mcdonald St	Ronnie D. Thomason	\$2,750
	T55A	211 N Mcdonald St	Ronnie D. Thomason	
	P51	211 N Mcdonald St	Ronnie D. Thomason	
			Ronnie D. Thomason, Jeri Thomason Laney & Robert L. Thomason	
	T56	215 N Mcdonald St		

	P52	215 N Mcdonald St	Ronnie D. Thomason, Jeri Thomason Laney & Robert L. Thomason	
43	T58	405 N Mcdonald St	Phil Young Properties, LLC	\$4,000
	P54	405 N Mcdonald St	Phil Young Properties, LLC	
44	T59	400 N Mcdonald St	InterMcKinney, LLC	\$2,750
	P55	400 N Mcdonald St	InterMcKinney, LLC	
45	T60	N Mcdonald St	Lizzie Shelby	\$2,750
	P56	N Mcdonald St	Lizzie Shelby	
46	T61	402 N Mcdonald St	InterMcKinney, LLC	\$2,750
	P57	402 N Mcdonald St	InterMcKinney, LLC	
	T62	404 S Mcdonald St	InterMcKinney, LLC	
	P58	404 S Mcdonald St	InterMcKinney, LLC	
47	T63	500 N Mcdonald St	St. James C.M.E. Church	\$2,750
	P59	500 N Mcdonald St	St. James C.M.E. Church	
48	T64	520 N Mcdonald St	Waldo A. Turner & Lee R. Turner	\$2,750
	P60	520 N Mcdonald St	Waldo A. Turner & Lee R. Turner	
49	T65	501 N Mcdonald St	Wiles Properties LLC	\$2,750
	P61	501 N Mcdonald St	Wiles Properties LLC	
50	T66	503 N Mcdonald St	Wiles Properties LLC	\$2,750
	P62	503 N Mcdonald St	Wiles Properties LLC	
51	T67	505 N Mcdonald St	St. James CME Church	\$2,750
	P63	505 N Mcdonald St	St. James CME Church	
	T68	507 N Mcdonald St	St. James Christian Methodist Episcopal	
	P64	507 N Mcdonald St	St. James Christian Methodist Episcopal	
	T69	316 Watt St	St. James CME Church	
	P65	316 Watt St	St. James CME Church	
52	T73	501 Smith St	Dianne M. Rogers-LE, Ronald Rogers & Paul Ray Robinson	\$5,000
	T74	501 Smith St	Dianne M. Rogers-LE, Ronald Rogers & Paul Ray Robinson	
	P68	501 Smith St	Dianne M. Rogers-LE, Ronald Rogers & Paul Ray Robinson	
53	T75	708 N Mcdonald St	John H. Rattan	\$4,000
	P69	708 N Mcdonald St	John H. Rattan	
54	T78	806 N Mcdonald St	RI CK2, LLC	\$4,000
	P72	806 N Mcdonald St	RI CK2, LLC	
55	T79	901 N Mcdonald St	AE Melissa LLC, AE Bodega LLC, AE Mcdonald LLC & AE Kristy LLC	\$2,750
	P73	901 N Mcdonald St	AE Melissa LLC, AE Bodega LLC, AE Mcdonald LLC & AE Kristy LLC	
	T80	901 N Mcdonald St	AE Melissa LLC, AE Bodega LLC, AE Mcdonald LLC & AE Kristy LLC	
	P74	901 N Mcdonald St	AE Melissa LLC, AE Bodega LLC, AE Mcdonald LLC & AE Kristy LLC	
56	T81	902 N Mcdonald St	DG Strategic II, LLC	\$4,000
	P75	902 N Mcdonald St	DG Strategic II, LLC	
57	T81A	310 E University Dr	Hisun Motors Corp., USA	\$5,000
	P75A	310 E University Dr	Hisun Motors Corp., USA	
	T84	310 E University Dr	Hisun Motors Corp., USA	
	P78	310 E University Dr	Hisun Motors Corp., USA	
58	T82	1030 N Mcdonald St	Meeks Unlimited, LLC	\$3,500
	P76	1030 N Mcdonald St	Meeks Unlimited, LLC	
59	T83	1034 N Mcdonald St	Bastian Fuel, LLC	\$2,750
	P77	1034 N Mcdonald St	Bastian Fuel, LLC	
60	T85	1220 N Tennessee St	DPC TX LLC	\$3,500
	P79	1220 N Tennessee St	DPC TX LLC	

61	T86	E University Dr	Amerco Real Estate Company	\$5,750
	P80	E University Dr	Amerco Real Estate Company	
	T88	1400 N Mcdonald St	Amerco Real Estate Company	
	P82	1400 N Mcdonald St	Amerco Real Estate Company	
62	T87	1330 N Mcdonald St	7116 Valjean LLC	\$3,500
	P81	1330 N Mcdonald St	7116 Valjean LLC	
63	T89	1404 N Mcdonald St	DRM Realty, LP	\$2,750
	P83	1404 N Mcdonald St	DRM Realty, LP	
	T93	404 McKinney Pkwy	DRM Realty, LP	
	P87	404 McKinney Pkwy	DRM Realty, LP	
64	T90	215 E University Dr	Silverstone Development Ltd.	\$5,750
	T91	215 E University Dr	Silverstone Development Ltd.	
	T92	215 E University Dr	Silverstone Development Ltd.	
	P84	215 E University Dr	Silverstone Development Ltd.	
	P85	215 E University Dr	Silverstone Development Ltd.	
	P86	215 E University Dr	Silverstone Development Ltd.	
65	T94	1425 N Tennessee St	DRM Realty, LP	\$5,000
	T95	1425 N Tennessee St	DRM Realty, LP	
	P88	1425 N Tennessee St	DRM Realty, LP	
<b>Subtotal</b>				<b>\$218,500</b>



# TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an agreement for appraisal services (the "Agreement" ) between CBRE Group, Inc., a Delaware Corporation, doing business as CBRE, Inc. (the "Appraiser") and the client signing this Agreement, and for whom the appraisal services will be performed (the "Client"), and shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the State of Texas.
2. Client shall be responsible for the payment of all fees up to the not-to-exceed amount stipulated in the Agreement. Payment of the appraisal fee and preparation of an appraisal report (the "Appraisal Report, or the "report") are not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the Appraisal Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft report is requested, the fee is considered earned upon delivery of the draft report unless terminated earlier as provided herein. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed report. In such event, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred (including travel expenses to and from the job site) prior to the date of termination, with a minimum charge of **\$500**. An Adobe PDF file via email will be delivered to **twright@mckinneytexas.org**. At no cost to Client, Appraiser will provide up to four (4) bound original hard copies per report, per client request on a case-by-case basis/need. Additional copies of the Appraisal Reports are available at a cost of \$250 per original color copy and \$100 per photocopy (black and white), plus shipping fees of \$30 per report.
3. If Appraiser is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls, conferences, litigation or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this engagement, the Appraisal Report, the Appraiser's expertise, or the Property, Client shall pay Appraiser's actual additional costs and expenses, including but not limited to Appraiser's attorneys' fees, and additional time incurred by Appraiser based on Appraiser's then-prevailing hourly rates and related fees without any additional mark-up or related service fee. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage, and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Appraisal Report), meeting participation, and Appraiser's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests in writing, in advance, additional appraisal services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the initial completed report has been delivered to Client at the time of such request.
4. Appraiser shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, or without cause upon 30 days written notice. In addition, this Agreement may be terminated at any time by Client without cause by providing Appraiser thirty (30) days written notice of such termination. Upon receipt of such notice, Appraiser shall immediately terminate working on, placing orders, or entering into contracts for supplies, assistance, facilities, or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement. Appraiser shall invoice Client for all Services completed and shall be compensated in accordance with the terms of this Agreement for all services performed by Appraiser through the date such written notice of termination is received by Appraiser.
5. In the event Client fails to make payments when due then, from the date due until paid, the amount due and payable shall bear interest at the maximum rate permitted in the State of Texas. Each party waives the right to a trial by jury in any action arising under this Agreement. Notwithstanding anything to the contrary contained in this Agreement Client shall never be required to pay for any work that is unsatisfactory as determined by Client or which is not submitted in compliance with the terms of this Agreement, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which Client may have if Appraiser is in default, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default.
6. Appraiser assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for Appraiser to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Appraisal fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.
7. Insurance coverage required.
  - A. Before commencing work, the Appraiser shall, at its own expense, procure, pay for, and maintain the following insurance written by companies approved by the state of Texas and acceptable to the Client. The Appraiser shall furnish to the City of McKinney Purchasing Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

**STANDARD TERMS AND CONDITIONS OF BUSINESS FOR VALUATION & ADVISORY SERVICES BETWEEN  
CBRE, INC. AND THE CITY OF MCKINNEY**

City of McKinney  
c/o Purchasing  
P O Box 517  
McKinney, TX 75070

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$500,000 each accident, b) by disease, \$500,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000.
4. Professional Liability Insurance to provide coverage against any claim which the Appraiser becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission, or negligent act with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

**NOTE:** If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the Client.

- B. With reference to the foregoing required insurance, the Appraiser agrees to the following:
  1. A waiver of subrogation in favor of City of McKinney, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
  2. The City of McKinney, its officials, employees, and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies. Nothing contained in this Agreement shall be interpreted or applied as limiting, reducing, or eliminating any obligation or duty that Appraiser's insurance carrier may owe to CITY as an additional insured under the Appraiser's general liability insurance policies required by this Agreement to provide the CITY with a defense and/or indemnify the CITY for any claim or cause of action, whether one or more, regardless of the proportionate responsibility or liability of the Appraiser or the CITY. Neither shall anything contained in this Section 7 be interpreted or applied as providing or otherwise entitling either Appraiser, Appraiser's insurance carrier or any other party any right or ability to recover over against CITY any amounts of money attributable to damages, costs, expenses and/or attorneys' fees based on or arising out of a finding of comparative or proportionate responsibility or liability as against the CITY it being understood and agreed that CITY in no way intends by this Agreement to waive its sovereign immunity regarding any claim, suit or cause of action.
  3. Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to City of McKinney.
- C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.
- D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.
- E. The Appraiser shall require any contractors, sub-contractors, and other persons doing business with or for the Appraiser related to the work to maintain at least the insurance as required, or their liability shall be covered by the Appraiser.
8. All statements of fact in the report which are used as the basis of the Appraiser's analyses, opinions, and conclusions will be true and correct to Appraiser's actual knowledge and belief. Appraiser does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to Appraiser by Client or others. TO THE FULLEST EXTENT PERMITTED BY LAW, APPRAISER DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY APPRAISAL REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO APPRAISER. Furthermore, the conclusions and any permitted reliance on and use of the Appraisal Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.
9. Appraiser shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the Property analyzed.
10. Client shall provide Appraiser with such materials with respect to the assignment as are requested by Appraiser and in the possession or under the control of Client. Client shall use best efforts to provide Appraiser with contact information for property owner(s). Appraiser will provide property owner(s) the opportunity to accompany them on their inspection of properties and will arrange for access to the properties through the property owner(s).

**STANDARD TERMS AND CONDITIONS OF BUSINESS FOR VALUATION & ADVISORY SERVICES BETWEEN  
CBRE, INC. AND THE CITY OF MCKINNEY**

11. The data gathered in the course of the assignment (except data furnished by Client) are, and will remain, the property of Appraiser save and except to the extent such information is incorporated into and made a part of the report. The Appraisal Report prepared pursuant to this Agreement and all exhibits, attachments and other materials referred to therein shall become the property of the Client upon full and final payment of the fees identified in this Agreement by Client to Appraiser. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the Appraiser-Client relationship by improperly disclosing any proprietary information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all, or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
12. Unless specifically noted, in preparing the Appraisal Report the Appraiser will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents, to the best of Client's knowledge, that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Appraisal fee.
13. In the event Client intends to use the Appraisal Report in connection with a tax matter, Client acknowledges that Appraiser provides no warranty, representation, or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state, or local taxing authority) may disagree with or reject the Appraisal Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties, or fees from Client beyond what may be suggested by the Appraisal Report. Client agrees that Appraiser shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from Appraiser relating to any such taxes, interest, penalties, or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.
14. Appraiser shall have no liability with respect to any loss, damage, claim, or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Appraisal Report to any third party.
15. **LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT ARISING FROM SECTION 16 BELOW, OR SECTION 17 IF APPLICABLE, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, AND AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO APPRAISER UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS (\$10,000). THIS LIABILITY LIMITATION SHALL NOT APPLY IN THE EVENT OF A FINAL FINDING BY A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.**
16. Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party except to (i) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report or (ii) as required by statute, government regulation, legal process, or judicial decree. Client shall have the right to have the appraisals reviewed by third parties. Appraiser will work with any designated third parties to ensure the quality and accuracy of the reports. Client shall not modify any such materials once approved by Appraiser. In no event shall the Appraiser have any liability for unauthorized use and reliance on any Appraisal Report by a third party that is not the Client or a designated Intended User. In the event Client breaches the provisions of this paragraph, Client shall to the extent allowed by Texas law indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach.
17. **TO THE EXTENT PERMITTED BY TEXAS LAW, CLIENT SHALL INDEMNIFY ANY INDEMNIFIED PARTY AGAINST ANY ACTION, CLAIM, PROCEEDING, DEMAND, DAMAGES, LOSS, LIABILITY, COST OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) (COLLECTIVELY "CLAIM") THAT THE INDEMNIFIED PARTY INCURS IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT SAVE AND EXCEPT ANY CLAIM THAT IS THE RESULT OF NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT ON THE PART OF ANY INDEMNIFIED PARTY, WHETHER ONE OR MORE.**

**APPRAISER DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CLIENT, ITS CITY COUNCIL, OFFICERS, ATTORNEYS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR**

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**RESULT FROM APPRAISER'S PERFORMANCE UNDER THIS AGREEMENT AND WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF APPRAISER OR APPRAISER'S SUBCONTRACTORS AND THE OFFICERS, AGENTS OR EMPLOYEES OF EITHER APPRAISER OR APPRAISER'S SUBCONTRACTORS (THE "INDEMNIFIED ITEMS") SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE,**

**§ 130.002(B), IF SUCH LIMITATIONS ARE APPLICABLE TO THIS AGREEMENT.**

**BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY, AS WELL AS INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER.**

**INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES IN PROPORTION TO THE APPRAISER'S LIABILITY AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.**

18. Time Period for Legal Action. Unless the time period is longer under applicable law, except in connection with paragraphs 16 and 17 above, Appraiser and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Appraisal Report, (b) any services or appraisals under this Agreement or (c) any acts or conduct relating to such services or appraisals, shall be filed within two (2) years from the date of delivery to Client of the Appraisal Report to which the claims or causes of action in the legal action or lawsuit relate. The time period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.
19. Appraiser covenants and agrees that Appraiser and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by Appraiser pursuant to this Agreement will be conducted by employees, associates, or subcontractors of Appraiser.

In addition, to the extent that this Contract (a) must be approved by the CITY's governing body before it may be signed or (b) has a value of \$1,000,000, or more, CONSULTANT shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time CONSULTANT submits this signed Contract to CITY, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The CONSULTANT must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the CONSULTANT must sign the printed copy of the form and complete the "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The completed Form 1295 with the certification of filing must be filed with the CITY.

The CITY must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the CITY.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

20. If at any time during the term of this Agreement, Appraiser shall fail to commence the work in accordance with the provisions of this Agreement or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Agreement, then Client shall have the right, if Appraiser shall not cure any such default after thirty (30) days written notice thereof, to terminate this Agreement. Any such act by Client shall not be deemed a waiver of any other right or remedy of Client. If after exercising any such remedy due to Appraiser's nonperformance under this Agreement, the cost to Client to complete the work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Appraiser hereunder, Appraiser shall be liable for and shall reimburse Client for such excess. Appraiser's liability under this provision shall be limited to the total dollar amount of this Agreement.
21. Client's remedies for Appraiser's default or breach under this Agreement shall be limited to one or more of the following remedies which may be exercised separately or in combination at Client's sole exclusive choice:

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- (a) Specific performance of the Agreement.
- (b) Re-performance of this Agreement at no extra charge to Client; or,
- (c) Monetary damages in an amount not to exceed the greater of:
  - (1) The amount of any applicable insurance coverage Appraiser is required to purchase and maintain under this Agreement plus any deductible amount to be paid by Appraiser in conjunction with said coverage regardless of whether Appraiser has actually purchased and maintained said coverage; or,
  - (2) The total dollar amount of this Agreement.

The terms of Sections 7, 17, and 22 shall survive termination of this Agreement.

22. Appraiser hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public, or proprietary nature. Appraiser shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "Confidential Information" means all oral and written information concerning Client, its affiliates and subsidiaries, and all oral and written information concerning Client or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by Appraiser or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of Appraiser or are required to be disclosed by a governmental authority.
23. All notices and communications under this Agreement to be mailed to Client shall be sent to the address of Client's agent as follows, unless and until Appraiser is otherwise notified:

Paul G. Grimes  
City Manager  
City of McKinney  
Post Office Box 517  
McKinney, Texas 75069

Notices and communications to be mailed or delivered to Appraiser shall be sent to the address of Appraiser as follows, unless and until Client is otherwise notified:

CBRE, Inc.  
ATTN: Micah Beck  
Vice President  
301 Commerce St., Suite 3131  
Fort Worth, TX 76102

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed, or personally delivered by the sending party.

24. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:
- (a) does not boycott Israel; and
  - (b) will not boycott Israel during the term of the contract.

Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott Israel and will not boycott Israel during the term of this contract.

25. In accordance with Senate Bill 13, , 87<sup>th</sup> Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:
- (a) does not boycott energy companies; and
  - (b) will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott energy companies and will not boycott energy companies during the term of this contract.

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26. In accordance with Senate Bill 19, 87<sup>th</sup> Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

(a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and

(b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott energy companies and will not boycott energy companies during the term of this contract. Notwithstanding the foregoing, such provision does not apply to a governmental entity that:

(a) contracts with a sole-source provider; or

(b) does not receive any bids from a company that is able to provide the required written verification.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

**CITY OF MCKINNEY**

By: \_\_\_\_\_

PAUL G. GRIMES  
City Manager

Date Signed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
EMPRESS DRANE  
City Secretary  
JOSHUA STEVENSON  
Deputy City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK S. HOUSER  
City Attorney

**CBRE GROUP, INC.**, a Delaware Corporation, **doing business as  
CBRE, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Attachment “B”**

*Fees and Expenses*

Parcel No.	Easement No.	Property Location	Property Owner	Cost of Appraisal
1	T02 P02	Medical Center Dr Medical Center Dr	McKinney Propco Owner LLC McKinney Propco Owner LLC	\$2,750
2	T02A P02A	3911 Medical Center Dr 3911 Medical Center Dr	7-Eleven, Inc. 7-Eleven, Inc.	\$3,500
3	T03 P03 T21 P17	3304 Medical Center Dr 3304 Medical Center Dr 3304 Medical Center Dr 3304 Medical Center Dr	East Dallas BW, Ltd. East Dallas BW, Ltd. East Dallas BW, Ltd. East Dallas BW, Ltd.	\$2,750
4	T04 P05	S Mcdonald (State Hwy 5) St S Mcdonald (State Hwy 5) St	Issam Al Shmaisani Issam Al Shmaisani	\$2,750
5	T05 P06	State Hwy 5 (S Mcdonald) State Hwy 5 (S Mcdonald)	TXI Operations, LP TXI Operations, LP	\$3,500
6	T06 P07	State Hwy 5 (S Mcdonald) State Hwy 5 (S Mcdonald)	Lhoist North America of Texas, Ltd. Lhoist North America of Texas, Ltd.	\$3,500
7	T11D T11E P10B	State Hwy 5 (S Mcdonald) State Hwy 5 (S Mcdonald) State Hwy 5 (S Mcdonald)	Texas Bulletins Inc. Texas Bulletins Inc. Texas Bulletins Inc.	\$2,750
8	T12 T13 P11	101 Industrial Blvd 101 Industrial Blvd 101 Industrial Blvd	Nayeb Holding, Inc. Nayeb Holding, Inc. Nayeb Holding, Inc.	\$3,500
9	T14 P12	1605 S Mcdonald St 1605 S Mcdonald St	Nayeb Holding, Inc. Nayeb Holding, Inc.	\$3,500
10	T15 P13	1601 S Mcdonald St 1601 S Mcdonald St	CMK Food LLC CMK Food LLC	\$2,750
11	T16	1515 S Mcdonald St	Chun H. Lam	\$4,000
12	T17 P14	1600 S Mcdonald St 1600 S Mcdonald St	Hise Real Estate Investments, L.P. Hise Real Estate Investments, L.P.	\$2,750
13	T18  T19  P15  T20	1516 S Mcdonald St  1516 S Mcdonald St  1516 S Mcdonald St  1500 S Mcdonald St	Anna Kathryn James, T.J. Lane, Lisa Melinda Green, and T.J. Lane as Trustee for Alan McKemie Lane  Anna Kathryn James, T.J. Lane, Lisa Melinda Green, and T.J. Lane as Trustee for Alan McKemie Lane  Anna Kathryn James, T.J. Lane, Lisa Melinda Green, and T.J. Lane as Trustee for Alan McKemie Lane  Anna Kathryn James, T.J. Lane, Lisa Melinda Green, and T.J. Lane as Trustee for Alan McKemie Lane	\$3,500
14	T22 P18	3191 Medical Center Dr 3191 Medical Center Dr	KV Fairways Owner, LLC KV Fairways Owner, LLC	\$3,500
15	T23 P19	Spur 399 Spur 399	Meridian Residential Association, Inc. Meridian Residential Association, Inc.	\$2,750
16	T24 P20	Spur 399 Spur 399	TxDOT Property TxDOT Property	\$2,750
17	P20A	Stewart Rd	McKinney Greens Homeowners Association Inc.	\$2,750
18	T25 T25A P20B	S Mcdonald St S Mcdonald St S Mcdonald St	Wanda J. Dean Wanda J. Dean Wanda J. Dean	\$2,750
19	T28	1820 S Mcdonald St	GSI McDonald McKinney, LLC	\$3,500



	T29	1820 S Mcdonald St	GSI McDonald McKinney, LLC	
	P23	1820 S Mcdonald St	GSI McDonald McKinney, LLC	
	P24	1820 S Mcdonald St	GSI McDonald McKinney, LLC	
	T30	1820 S Mcdonald St	GSI McDonald McKinney, LLC	
	P25	1820 S Mcdonald St	GSI McDonald McKinney, LLC	
20	T31	Mcdonald St S	Collin-Highway 5, LP	\$2,750
	P26	Mcdonald St S	Collin-Highway 5, LP	
21	T32	1712 S Mcdonald St	Airgas USA, LLC	\$3,500
	P27	1712 S Mcdonald St	Airgas USA, LLC	
22	T33	1700 S Mcdonald St	Said Shehata & Soraya Shehata	\$3,500
	P28	1700 S Mcdonald St	Said Shehata & Soraya Shehata	
23	T34	1608 S Mcdonald St	Racetrac Petroleum, Inc.	\$3,500
	P29	1608 S Mcdonald St	Racetrac Petroleum, Inc.	
24	T35	1516 S Tennessee St	Los Compadres, LLC	\$2,750
	P30	1516 S Tennessee St	Los Compadres, LLC	
25	P31	1408 S Chestnut St	FSG, LLC	\$2,750
26	P32	1450 Amcott St	Housing Authority of the City of McKinney	\$2,750
27	T36	1415 S Mcdonald St	Grid Enterprises, Inc.	\$2,750
	P33	1415 S Mcdonald St	Grid Enterprises, Inc.	
28	T37	1301 S Mcdonald St	Cotton Mill Partners, Ltd.	\$2,750
	P34	1301 S Mcdonald St	Cotton Mill Partners, Ltd.	
29	T38	914 S Mcdonald St	Shelley Chapman	\$2,750
	P35	914 S Mcdonald St	Shelley Chapman	
30	T39	915 S Mcdonald St	Edward C. Mounger	\$2,750
	P36	915 S Mcdonald St	Edward C. Mounger	
31	T40	702 S Mcdonald St	Delta Elm Investment Group, LLC	\$2,750
	P37	702 S Mcdonald St	Delta Elm Investment Group, LLC	
32	T41	701 S Chestnut St	Armando Loera & Consuelo Loera	\$2,750
	P38	701 S Chestnut St	Armando Loera & Consuelo Loera	
33	T42	600 Mcdonald St	Full Gospel Holy Temple, Inc.	\$2,750
	P39	600 Mcdonald St	Full Gospel Holy Temple, Inc.	
	T43	600 Mcdonald St	Full Gospel Holy Temple, Inc.	
	P40	600 Mcdonald St	Full Gospel Holy Temple, Inc.	
34	T44	511 S Chestnut St	Delta Elm Investment Group, LLC	\$2,750
	P41	511 S Chestnut St	Delta Elm Investment Group, LLC	
	T45	511 S Chestnut St	Delta Elm Investment Group, LLC	
	P42	511 S Chestnut St	Delta Elm Investment Group, LLC	
35	T46	505 S Chestnut St	Alma Ruth Jasso & Ernesto Z. Jasso	\$2,750
	P43	505 S Chestnut St	Alma Ruth Jasso & Ernesto Z. Jasso	
36	T96	409 S McDonald St	LBS Holdings, LLC	\$2,750
	P89	409 S McDonald St	LBS Holdings, LLC	
37	T47	300 E Davis St	300 East Davis Owner, LLC	\$4,000
	P44	300 E Davis St	300 East Davis Owner, LLC	
38	T50	101 N Mcdonald St	Shwu Ying Wang, LLC	\$5,000
	P46	101 N Mcdonald St	Shwu Ying Wang, LLC	
39	T51	335 E Louisiana St	InterMcKinney, LLC	\$5,000
	P47	335 E Louisiana St	InterMcKinney, LLC	
40	T52	108 N Mcdonald St	Banjo Ventures, Ltd.	\$5,000
	P48	108 N Mcdonald St	Banjo Ventures, Ltd.	
41	T54	201 N Mcdonald St	Dorsa Properties, LLC	\$5,000
	P50	201 N Mcdonald St	Dorsa Properties, LLC	
42	T55	211 N Mcdonald St	Ronnie D. Thomason	\$2,750
	T55A	211 N Mcdonald St	Ronnie D. Thomason	
	P51	211 N Mcdonald St	Ronnie D. Thomason	
			Ronnie D. Thomason, Jeri Thomason Laney & Robert L. Thomason	
	T56	215 N Mcdonald St		

	P52	215 N Mcdonald St	Ronnie D. Thomason, Jeri Thomason Laney & Robert L. Thomason	
43	T58	405 N Mcdonald St	Phil Young Properties, LLC	\$4,000
	P54	405 N Mcdonald St	Phil Young Properties, LLC	
44	T59	400 N Mcdonald St	InterMcKinney, LLC	\$2,750
	P55	400 N Mcdonald St	InterMcKinney, LLC	
45	T60	N Mcdonald St	Lizzie Shelby	\$2,750
	P56	N Mcdonald St	Lizzie Shelby	
46	T61	402 N Mcdonald St	InterMcKinney, LLC	\$2,750
	P57	402 N Mcdonald St	InterMcKinney, LLC	
	T62	404 S Mcdonald St	InterMcKinney, LLC	
	P58	404 S Mcdonald St	InterMcKinney, LLC	
47	T63	500 N Mcdonald St	St. James C.M.E. Church	\$2,750
	P59	500 N Mcdonald St	St. James C.M.E. Church	
48	T64	520 N Mcdonald St	Waldo A. Turner & Lee R. Turner	\$2,750
	P60	520 N Mcdonald St	Waldo A. Turner & Lee R. Turner	
49	T65	501 N Mcdonald St	Wiles Properties LLC	\$2,750
	P61	501 N Mcdonald St	Wiles Properties LLC	
50	T66	503 N Mcdonald St	Wiles Properties LLC	\$2,750
	P62	503 N Mcdonald St	Wiles Properties LLC	
51	T67	505 N Mcdonald St	St. James CME Church	\$2,750
	P63	505 N Mcdonald St	St. James CME Church	
	T68	507 N Mcdonald St	St. James Christian Methodist Episcopal	
	P64	507 N Mcdonald St	St. James Christian Methodist Episcopal	
	T69	316 Watt St	St. James CME Church	
	P65	316 Watt St	St. James CME Church	
52	T73	501 Smith St	Dianne M. Rogers-LE, Ronald Rogers & Paul Ray Robinson	\$5,000
	T74	501 Smith St	Dianne M. Rogers-LE, Ronald Rogers & Paul Ray Robinson	
	P68	501 Smith St	Dianne M. Rogers-LE, Ronald Rogers & Paul Ray Robinson	
53	T75	708 N Mcdonald St	John H. Rattan	\$4,000
	P69	708 N Mcdonald St	John H. Rattan	
54	T78	806 N Mcdonald St	RI CK2, LLC	\$4,000
	P72	806 N Mcdonald St	RI CK2, LLC	
55	T79	901 N Mcdonald St	AE Melissa LLC, AE Bodega LLC, AE Mcdonald LLC & AE Kristy LLC	\$2,750
	P73	901 N Mcdonald St	AE Melissa LLC, AE Bodega LLC, AE Mcdonald LLC & AE Kristy LLC	
	T80	901 N Mcdonald St	AE Melissa LLC, AE Bodega LLC, AE Mcdonald LLC & AE Kristy LLC	
	P74	901 N Mcdonald St	AE Melissa LLC, AE Bodega LLC, AE Mcdonald LLC & AE Kristy LLC	
56	T81	902 N Mcdonald St	DG Strategic II, LLC	\$4,000
	P75	902 N Mcdonald St	DG Strategic II, LLC	
57	T81A	310 E University Dr	Hisun Motors Corp., USA	\$5,000
	P75A	310 E University Dr	Hisun Motors Corp., USA	
	T84	310 E University Dr	Hisun Motors Corp., USA	
	P78	310 E University Dr	Hisun Motors Corp., USA	
58	T82	1030 N Mcdonald St	Meeks Unlimited, LLC	\$3,500
	P76	1030 N Mcdonald St	Meeks Unlimited, LLC	
59	T83	1034 N Mcdonald St	Bastian Fuel, LLC	\$2,750
	P77	1034 N Mcdonald St	Bastian Fuel, LLC	
60	T85	1220 N Tennessee St	DPC TX LLC	\$3,500
	P79	1220 N Tennessee St	DPC TX LLC	

61	T86	E University Dr	Amerco Real Estate Company	\$5,750
	P80	E University Dr	Amerco Real Estate Company	
	T88	1400 N Mcdonald St	Amerco Real Estate Company	
	P82	1400 N Mcdonald St	Amerco Real Estate Company	
62	T87	1330 N Mcdonald St	7116 Valjean LLC	\$3,500
	P81	1330 N Mcdonald St	7116 Valjean LLC	
63	T89	1404 N Mcdonald St	DRM Realty, LP	\$2,750
	P83	1404 N Mcdonald St	DRM Realty, LP	
	T93	404 McKinney Pkwy	DRM Realty, LP	
	P87	404 McKinney Pkwy	DRM Realty, LP	
64	T90	215 E University Dr	Silverstone Development Ltd.	\$5,750
	T91	215 E University Dr	Silverstone Development Ltd.	
	T92	215 E University Dr	Silverstone Development Ltd.	
	P84	215 E University Dr	Silverstone Development Ltd.	
	P85	215 E University Dr	Silverstone Development Ltd.	
	P86	215 E University Dr	Silverstone Development Ltd.	
65	T94	1425 N Tennessee St	DRM Realty, LP	\$5,000
	T95	1425 N Tennessee St	DRM Realty, LP	
	P88	1425 N Tennessee St	DRM Realty, LP	
<b>Subtotal</b>				<b>\$218,500</b>