

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)

James Gang Estates, Lots 1 and 2, Block A

THIS AGREEMENT, entered into effective the ___ day of _____, 2020, by and between **CITY OF MCKINNEY**, a Texas municipal corporation and home-rule city ("CITY"), and **JOHN GAVIN JAMES & MICHELLE KATHERINE ROWTON**, whose mailing address is 3078 County Road 413, Melissa, Texas 75454, ("LANDOWNERS") 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 two-lot subdivision to be known as the **James Gang Estates, Lots 1 & 2, Block A**, which subdivision is situated in the ETJ of the City of McKinney, involves certain pro rata payments, city participation in cost, escrow deposits or other future considerations, and/or other nonstandard development regulations, that trigger the requirement for a Facilities Agreement by and between the CITY and the

LANDOWNERS 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 LANDOWNERS have 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, LANDOWNERS have 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 two-lot subdivision in the ETJ, to be known as the **James Gang Estates, Lots 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 two lots designed for one-single family dwelling unit on each such lot on the Property that is being platted as the **James Gang Estates, Lots 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 for two lots; and

WHEREAS, CITY and LANDOWNERS 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 LANDOWNERS, as set forth herein, and to gain approval of the CITY to record said Plat, the LANDOWNERS and CITY agree as follows:

A. PROPERTY

This Agreement is for Property located in the ETJ of the City of McKinney, that is situated along the south side of County Road 413 and approximately 1,200 feet east of Farm-to-Market Road 2933, containing approximately 3.357 acres of land, more or less, in the Samuel Burton Survey, Abstract No. 123, Collin

County, Texas, and more fully described and depicted in the Preliminary-Final Plat of the **James Gang Estates, Lots 1 & 2, Block A** attached hereto as Exhibit A and fully incorporated herein by reference for all purposes allowed by law (the "Property").

B. USES ALLOWED ON PROPERTY

The use of the Property shall be limited to one single-family detached home on Lot 1, Block A of the Property containing approximately 1.187 acres of land, more or less, and one single-family detached home on Lot 2, Block A of the Property containing approximately 1.771 acres of land, more or less. 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 LANDOWNERS 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

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

1. THOROUGHFARES

LANDOWNERS shall dedicate, at no cost to CITY, that amount of right-of-way along perimeter roadways adjacent to the Property (as reflected on

the plat heretofore approved by the CITY) which dedication will yield one-half (½) of the ultimate right-of-way width that is not already dedicated by plat or legal instrument as road right-of-way at such time as the Property is platted. If platting of the Property is delayed and the perimeter roadway right-of-way described above has not previously been dedicated, LANDOWNERS shall dedicate the right-of-way along perimeter roadways adjacent to the Property as required herein above upon receipt of the written request of the CITY's Engineer. Such right-of-way dedication shall include:

- a. A thirty-foot (30') wide right-of-way for County Road 413 along the entire length of the northern border of the Property and extending in a southerly direction into the Property, as more particularly depicted in the Plat attached hereto as Exhibit "A" and is incorporated herein by reference for all purposes allowed by law.

2. UTILITIES

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

- a. A fifteen foot (15') wide water line easement located south of and immediately adjacent to the right-of-way dedication for County Road 413 described in the previous section extending along the entire northern length of the Property.
- b. A variable width drainage easement situated around the pond, dam, spillway, and channel located within the Property.

The location of the foregoing described easements is more particularly depicted in the proposed Plat attached hereto as Exhibit "A" and is incorporated herein by reference for all purposes allowed by law.

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

1. LANDOWNERS have appealed, or requested a waiver or variance, from the requirements of Section 142-105 of the Subdivision Ordinance that the LANDOWNERS shall design and construct certain Public Improvements because the LANDOWNERS' portion of the costs required for such Public

Improvements exceed the amount that is roughly proportionate to the proposed development to be constructed on the Property as set forth in Paragraph B, above, and that such exactions exceed the limits allowed by Texas Local Government Code § 212.904.

2. CITY agrees that the required exactions exceed the impacts of the two lots to be constructed on the Property as set forth in Paragraph B, above, and hereby determines that LANDOWNERS are conditionally relieved of the obligation to design and construct the following Public Improvements, at no cost to CITY, as required by Section 142-105 of the Subdivision Ordinance:
 - a. The requirement to construct a twenty-four foot (24') wide concrete curb and gutter pavement section of County Road 413, including the associated street lighting, sidewalks, underground drainage systems, and other appurtenances, along with dedication of offsite roadway from the nearest major roadway capable of servicing the Property; and
 - b. The requirement to construct on-site and, if necessary off-site, underground storm drainage facilities to capture storm water drainage upon and across the Property; and
 - c. The requirement to construct a minimum 12-inch diameter water line along County Road 413 including approximately four (4) miles of offsite 12-inch diameter water lines and appurtenances capable of supplying adequate domestic and fire flow to and through the Property from the nearest City of McKinney water line; and
 - d. The requirement to construct a minimum 8-inch diameter sanitary sewer line through the Property together with approximately four (4) miles of offsite 8-inch diameter sanitary sewer lines capable of serving the property.
3. Notwithstanding the foregoing, at such time as the Property is further subdivided or replatted or the use of the Property is altered, changed, increased, expanded or enlarged from the uses identified in Paragraph B above, ("Change in Conditions") the conditional relief or deferral afforded to the LANDOWNERS from the requirements of Section 142-105 of the Subdivision Ordinance as enunciated in Paragraph No. 2 of this Paragraph D shall terminate and the LANDOWNERS 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 LANDOWNERS by and through Paragraph No. 2 of this Paragraph D provided that there is no other Change in Condition associated with the Property or the additional adjacent raw undeveloped land

incorporated into the Property by such replat. In addition, LANDOWNERS reserve the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LANDOWNERS to avoid the termination of the conditional relief or deferral afforded to the LANDOWNERS by and through this Agreement.

4. At such time as the Property or any part or portion of the Property is connected to the City's potable water system and/or sanitary sewer system, LANDOWNERS shall pay all then applicable tap fees, connection fees, meter fees, impact fees, pro rata fees and/or service fees as may be required by CITY regardless of the name by which such fees and charges may be called subject to the requirements of state law.

E. CONDITIONAL DEFERRAL OF CONSTRUCTION OF CERTAIN STORMWATER MANAGEMENT IMPROVEMENTS UNTIL FURTHER DEVELOPMENT OCCURS

1. LANDOWNERS have appealed, or requested a waiver or variance, from the requirements of Section 130-301 and Section 130-356 of the Stormwater Management Ordinance that the LANDOWNERS shall design and construct certain Stormwater Management Improvements because the LANDOWNERS' portion of the costs required for such Public Improvements exceed the amount that is roughly proportionate to the two lots to be constructed on the Property as set forth in Paragraph B, above, and that such exactions exceed the limits allowed by Texas Local Government Code § 212.904.
2. CITY agrees that the required exactions exceed the impacts of the two lots designed for one-single family dwelling unit on each such lot and hereby determines that LANDOWNERS are conditionally relieved of the obligation to design and construct the following Public Improvements, at no cost to CITY, as required by Section 130-301 and Section 130-356 of the Stormwater Management Ordinance:
 - a. The requirement to study the fully developed watershed conditions of the drainage system within and downstream of the Property.
 - b. The requirement to evaluate and rehabilitate the privately owned dam on the Property.
3. Notwithstanding the foregoing, at such time as the Property is further subdivided or replatted or the use of the Property is altered, changed, increased, expanded or enlarged from the uses identified in Paragraph B above, ("Change in Conditions") the conditional relief or deferral afforded to the LANDOWNERS from the requirements of Section 130-301 and Section 130-356 of the Stormwater Management Ordinance as enunciated in Paragraph No. 2 of this Paragraph E shall terminate and the LANDOWNERS

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 LANDOWNERS by and through Paragraph No. 2 of this Paragraph E 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, LANDOWNERS reserve the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LANDOWNERS to avoid the termination of the conditional relief or deferral afforded to the LANDOWNERS by and through this Agreement.

F. CONDITIONAL VARIANCES ALLOWED UNTIL FURTHER DEVELOPMENT OCCURS

1. For so long a period of time as the conditional deferral of designing and constructing the Public Improvements identified in Paragraph D and the Stormwater Management Improvements identified in Paragraph E are in effect and allowed, the following conditional variances to the then currently adopted editions of the Stormwater Management Ordinance and Subdivision Ordinance are permitted **provided that the LANDOWNERS indemnify and hold 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 LANDOWNERS:**
 - a. The LANDOWNERS will not be required to escrow the funds necessary to design and construct the Public Improvements identified in Paragraph D and the Stormwater Management Improvements identified in Paragraph E that are being conditionally deferred, as required by Section 142-6 of the Subdivision Ordinance.
 - b. The LANDOWNERS will not be required to install roadway improvements that are capable of providing adequate public and emergency services access intended for the safe, efficient, and orderly development of the City to all or any part of the Property, as required by Section 142-105 of the Subdivision Ordinance.
 - c. The LANDOWNERS will not be required to install a water system that is capable of furnishing the domestic flow and fire flow and pressures intended to provide sufficient fire protection for the safe, efficient and orderly development of the City to all or any part of the Property, as required by Section 142-105 of the Subdivision Ordinance.

- d. The LANDOWNERS will not be required to install a sanitary sewer system that is capable of servicing the domestic wastewater flow intended for the safe, efficient, and orderly development of the City to all or any part of the Property, as required by Section 142-105 of the Subdivision Ordinance.
 - e. The LANDOWNERS will be allowed to use a properly permitted on-site sewerage facility (OSSF) that conforms to all requirements of the Texas Commission on Environmental Quality, Collin County (OSSF permitting authority), and the CITY.
 - f. The LANDOWNERS will not be required to collect drainage in an underground storm water system intended for the safe, efficient, and orderly development of the City to all or any part of the Property, as required by Section 142-105 of the Subdivision Ordinance.
 - g. The LANDOWNERS will not be required to study the fully developed watershed conditions of the drainage system within and downstream of the Property intended to maintain a safe, efficient, and effective drainage system, as required by Section 130-301 of the Stormwater Management Ordinance.
 - h. The LANDOWNERS will not be required to evaluate and rehabilitate the privately owned dam on the Property intended to maintain a safe, efficient, and effective drainage system, as required by Section 130-356 of the Stormwater Management Ordinance under the condition that LANDOWNERS agree to affirmatively monitor the effectiveness and functionality of the dam on the Property and shall retain professionals to perform any maintenance and/or improvements to the dam to reasonably necessary prevent any damage to downstream property owners resulting from, arising out of, or caused by, directly or indirectly by drainage from LANDOWNERS' Property, including but not limited to the dam on 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, or the zoning on that portion of the Property which is situated within the City's corporate limits is changed to a more intense use, the conditional variances afforded to the LANDOWNERS as enunciated in Paragraph No. 1 of this Paragraph E shall terminate and the LANDOWNERS 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 LANDOWNERS 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, LANDOWNERS reserve the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LANDOWNERS to avoid the termination of the conditional relief or deferral afforded to the LANDOWNERS by and through this Agreement.

G. CITY DEVELOPMENT ORDINANCES

If LANDOWNERS decide to develop the Property, LANDOWNERS 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

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

H. VARIANCES

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

I. INDEMNITY AND HOLD HARMLESS AGREEMENT

LANDOWNERS, their 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 LANDOWNERS, and only to the extent or percentage attributable to LANDOWNERS, in the subdividing, development, or construction of public improvements, including the negligent maintenance thereof. LANDOWNERS shall not be responsible for or be required to indemnify CITY from CITY'S own negligence. LANDOWNERS, their successors, assigns, vendors, grantees, and/or trustees do hereby further agree to fully indemnify, protect and hold CITY harmless from and against any and all claims arising out of or in any way related to the CITY's approval and granting and/or termination of the conditional deferrals and

conditional variances requested by LANDOWNERS and set out in Paragraphs D, E and F above. The indemnity contained in this Paragraph shall expire five (5) years from the date of termination of this Agreement.

J. WITHHOLDING APPROVALS AND PERMITS

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

K. ROUGH PROPORTIONALITY AND WAIVER OF CLAIMS.

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

It is the intent of this Agreement that the provision for roadway and utility improvements made herein constitutes a proportional allocation of LANDOWNERS' responsibility for roadway and utility improvements for the Property. LANDOWNERS hereby waive any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Tex. Loc. Gov't. Code. LANDOWNERS further release CITY from any and all claims based on excessive or illegal exactions; it being agreed that OWNERS' infrastructure contribution(s) (after receiving all contractual offsets, credits and reimbursements as well as the conditional deferrals and conditional variances granted herein) is roughly proportional or roughly proportionate to the demand that is placed on the roadway and utility systems by LANDOWNERS' Property. LANDOWNERS further acknowledge that the benefits of platting have been accepted with full knowledge of potential

claims and causes of action which may be raised now, and in the future, and LANDOWNERS acknowledge the receipt of good and valuable consideration for the release and waiver of such claims. **LANDOWNERS shall indemnify and hold harmless CITY from any claims and suits of third parties, including but not limited to LANDOWNERS' successors, assigns, grantees, vendors, trustees or representatives, brought pursuant to this Agreement or the claims or types of claims described in this paragraph.**

L. CONTINUITY

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

M. ASSIGNABILITY

This Agreement shall not be assignable by LANDOWNERS 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, E or F of this Agreement.

O. GENERAL PROVISIONS

1. LANDOWNERS agree that construction shall not begin on any proposed building improvements prior to City Council approval of this Agreement.
2. LANDOWNERS agree 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 LANDOWNERS. Likewise, coordination with agencies requiring special conditions (i.e., railroads and the Texas Department of Transportation) shall be the responsibility of LANDOWNERS.
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.

[Signatures begin on following page.]

CITY OF MCKINNEY

By: _____
PAUL G. GRIMES
City Manager

Date Signed: _____

ATTEST:

EMPRESS DRANE
City Secretary
LISA SEWELL
Assistant City Secretary

LANDOWNERS:

JOHN GAVIN JAMES

By: _____

Date Signed: _____

MICHELLE KATHERINE ROWTON

By: _____

Date Signed: _____

THE STATE OF TEXAS,
COUNTY OF COLLIN

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2020.

Notary Public _____ County, Texas
My commission expires _____

THE STATE OF TEXAS,
COUNTY OF COLLIN

This instrument was acknowledged before me on the ____ day of _____, 2020, by **JOHN GAVIN JAMES** in his capacity as Landowner of the Property situated along the south side of County Road 413 and approximately 1,200 feet east of Farm-to-Market Road 2933, containing approximately 3.357 acres of land, more or less, in the Samuel Burton Survey, Abstract No. 123, Collin County, Texas, and more or less, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes set forth therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2020.

Notary Public _____ County, Texas
My commission expires _____

THE STATE OF TEXAS,
COUNTY OF COLLIN

This instrument was acknowledged before me on the ____ day of _____, 2020, by **MICHELLE KATHERINE ROWTON** in her capacity as Landowner of the Property situated along the south side of County Road 413 and approximately 1,200 feet east of Farm-to-Market Road 2933, containing approximately 3.357 acres of land, more or less, in the Samuel Burton Survey, Abstract No. 123, Collin County, Texas, and more or less known to me to be the person whose name is

subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes set forth therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2020.

Notary Public _____ County, Texas
My commission expires _____

PREPARED IN THE OFFICES OF:

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

EXHIBIT A

PRELIMINARY-FINAL PLAT OF PROPERTY

(See following page.)

STATE OF TEXAS:
COUNTY OF COLLIN:

WHEREAS John Gavin James & Michelle Katherine Rowton are the owners of a tract of land situated in Collin County, Texas, in the Samuel Burton survey, abstract no. 123, being a survey of the 3.3577 acre tract described in a deed from Mary Carnell King to John Gavin James & Michelle Katherine Rowton, dated January 28, 2019, recorded as clerk's file no. 20190128000075180 of the Collin County deed records, being described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron pipe found at the southeast corner of said 3.3577 acre tract; some being in the north line of the 2.3335 acre tract recorded in volume 4435, page 1293; THENCE North 80°31'19" West, with the south line of said 3.3577 acre tract and the north line of said 2.3335 acre tract, passing the northwest corner of said 2.3335 acre tract and the northeast corner of the 2.0810 acre tract recorded as clerk's file no. 20180907001128260, continuing with the north line of said 2.0810 acre tract, in all 579.99 feet to a 1/2-inch iron pipe found at the southwest corner of said 3.3577 acre tract; same being the southeast corner of the 2.6917 acre tract recorded in volume 2279, page 439; THENCE North 00°39'46" East, with the west line of said 3.3577 acre tract and the east line of said 2.6917 acre tract, passing a 1/2-inch iron pipe found at 232.56 feet and continuing in all, 262.35 feet to a point in County Road 413 (east-west paved road) at the northwest corner of said 3.3577 acre tract and the northeast corner of said 2.6917 acre tract; THENCE South 79°17'36" East, with said County Road 413 and with the north line of said 3.3577 acre tract, 577.95 feet to a point at the northeast corner of said 3.3577 acre tract; a 1/2-inch iron pin set bears South 00°15'47" East, 30.56 feet; THENCE South 00°15'47" East, with the east line of said 3.3577 acre tract, 250.47 feet to the PLACE OF BEGINNING and containing 3.357 acres.

COUNTY OF COLLIN)(
STATE OF TEXAS)(

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That John Gavin James & Michelle Katherine Rowton do hereby adopt this Preliminary-Final Plat designating the hereinabove described property as JAMES GANG ESTATES, LOT 1 & 2, BLOCK A, an addition to the City of McKinney, Collin County, Texas and do hereby dedicate to the public use forever, their streets, alleys and public use areas 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 anyway, 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 _____, 2020.

John Gavin James, 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 John Gavin James 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 _____, 2020.

Notary Public in and for the State of Texas

Michelle Katherine Rowton, 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 Michelle Katherine Rowton 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 _____, 2020.

Notary Public in and for the State of Texas

PRELIMINARY-FINAL PLAT
FOR REVIEW PURPOSES ONLY

PRELIMINARY-FINAL PLAT
OF
JAMES GANG ESTATES
LOT 1 & 2, BLOCK A
AN ADDITION TO THE CITY OF MCKINNEY
BEING 3.357 ACRES OF LAND LOCATED IN THE
SAMUEL BURTON SURVEY, ABSTRACT NO. 123,
COLLIN COUNTY, TEXAS
DECEMBER 29, 2019
2 LOTS

- All lots must utilize alternative type On-Site Sewage Facilities.
Must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/streams/ponds, etc. (Per State regulations).
Due to the presence of a large pond/lake with sharp breaks and slopes on lot 1 and lot 2, it is recommended that there be no surface improvements, impervious cover, outbuildings, swimming pools, etc. planned on lot 1 or lot 2 without pre-construction planning meeting with Registered Sanitarian/Professional Engineer and Collin County Development Services.
Due to pond/lake required setback and other site conditions, future development and/or addition of structures/impervious cover may be limited on lot 1 and lot 2.
There was one (1) existing structure on lot 1 and one (1) existing structure on lot 2 at time of approval.
An OSSF, meeting all current state and county regulations, must be designed, permitted, installed and approved by Collin County Development Services for each lot/existing structure.
No OSSF component may cross lot lines.
Tree removal and/or grading for OSSF may be required on individual lots.
There are no water wells on lot and no water wells are allowed without prior approval from Collin County Development Services.
Due to the required setbacks and lot size, it is unlikely that any water wells can be operated on either lot.
Each lot is limited to a maximum of 5,000 gallons of treated/discharged sewage each day.
Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County for lot prior to construction of any OSSF system.

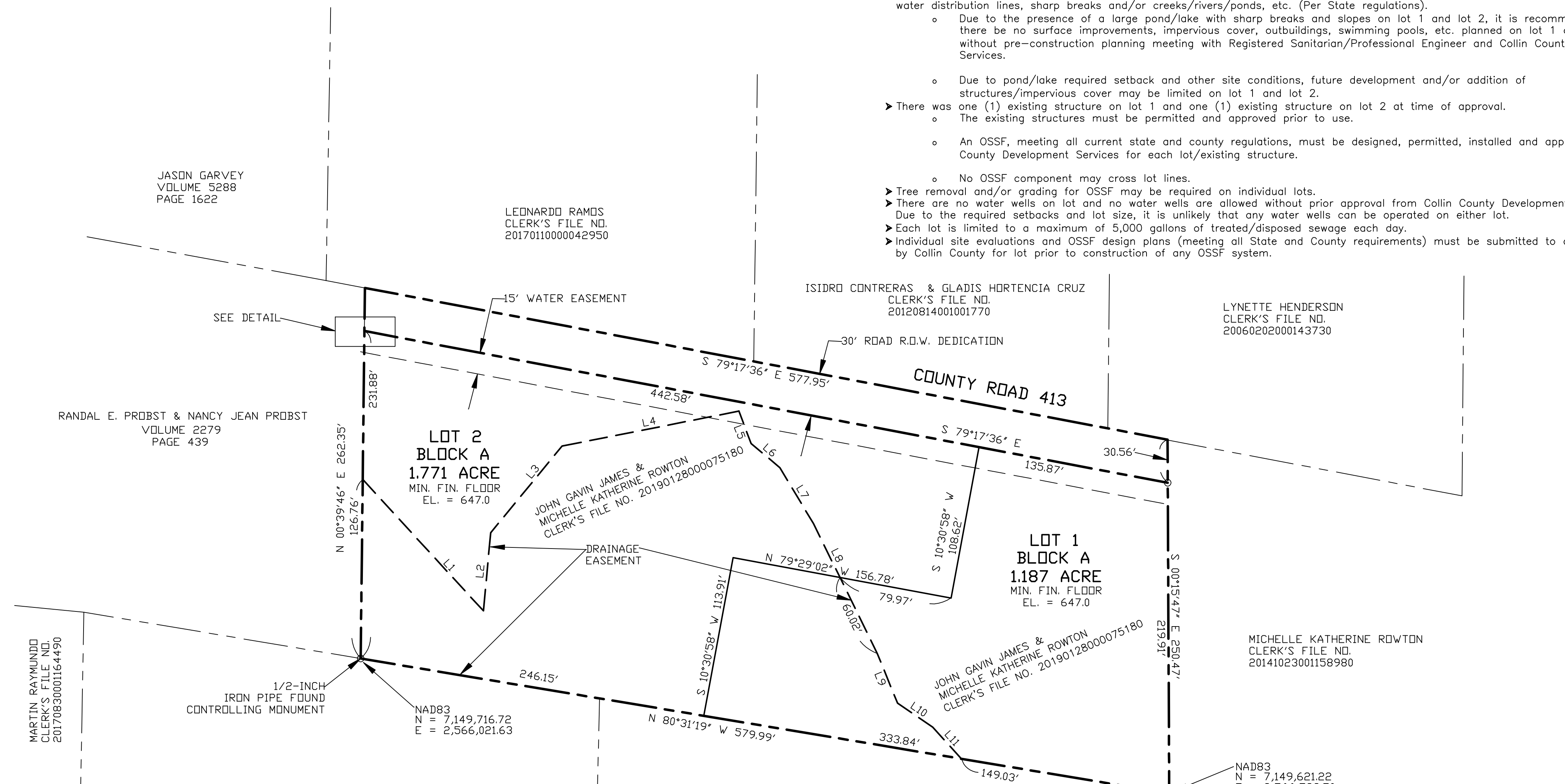


Table with 3 columns: NUMBER, DIRECTION, DISTANCE. Lists line measurements L1 through L11.

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 _____, 2020.

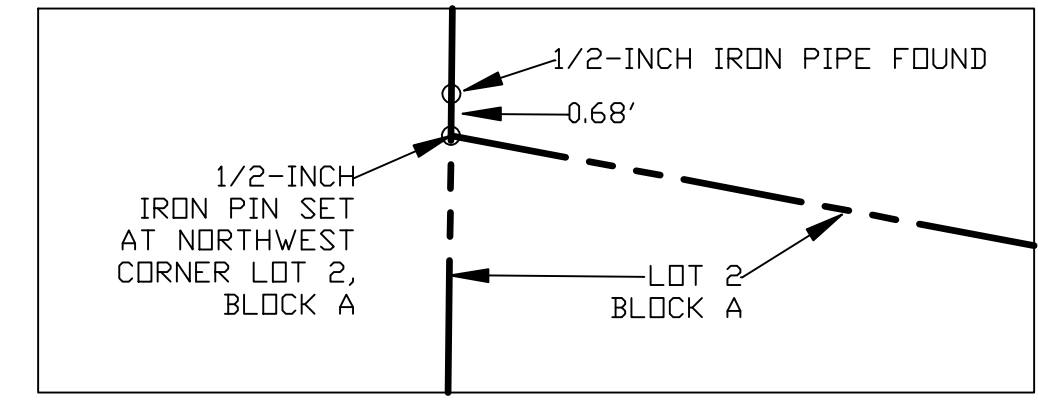
Notary Public in and for the State of Texas

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

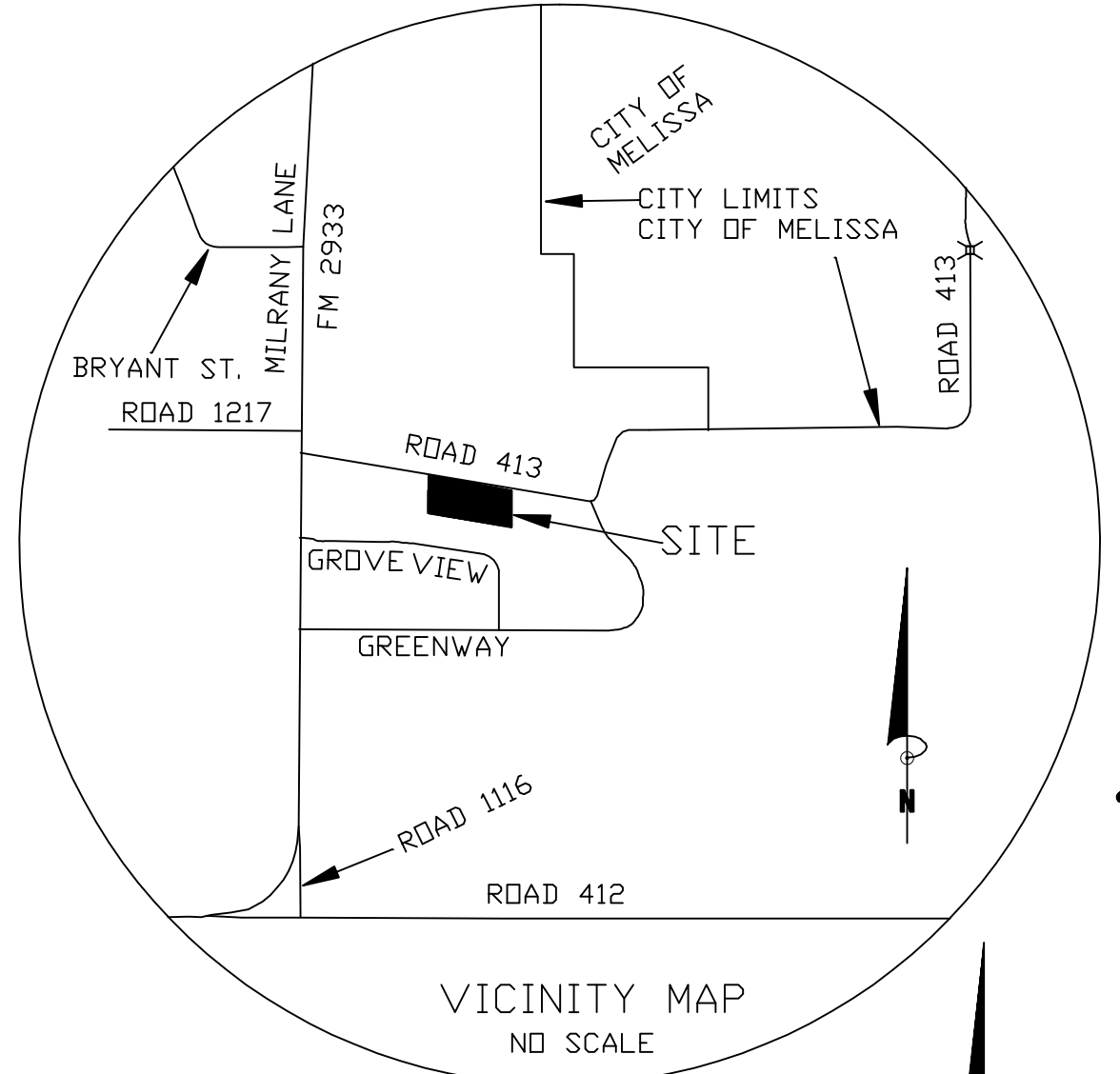
FLOOD CERTIFICATION According to Flood Insurance Rate Map No. 48085C0170 J, dated June 2, 2009, the 3.357 acre tract shown hereon is not within the 100 year flood plain.

BEARING BASE: GRID NORTH USING WESTERN DATA GPS NETWORK

PURPOSE OF PLAT: TO CREATE TWO LOTS.

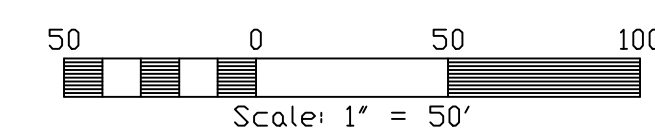
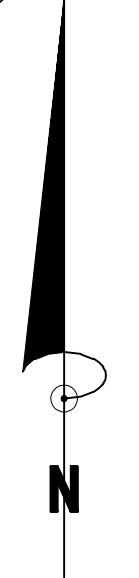


DETAIL NO SCALE



VICINITY MAP NO SCALE

SCHOOL DISTRICT LINES ARE OFF OF AND COULD NOT BE SHOWN ON THIS VICINITY MAP.



Scale: 1" = 50'

OWNERS: JOHN GAVIN JAMES & MICHELLE KATHERINE ROWTON
3078 COUNTY ROAD 413
MELISSA, TEXAS 75454

SURVEYOR: BRUCE GEER, R.P.L.S., NO. 4117
1101 W. UNIVERSITY DRIVE (U.S. HIGHWAY 380)
MCKINNEY, TEXAS 75069
972-562-3959
972-542-5751 FAX

Health Department Certification: I hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

Registered Sanitarian or Designated Representative
Collin County Development Services

- The owners of Lot 1 & 2, Block A of this plat shall be solely responsible for the maintenance of the storm water detention system as well as the maintenance of the creek (including all erosion control) traversing said lot. The owner shall further hold the City of McKinney and Collin County harmless from any damages to persons, to the owner's lot or any affected lot arising from such maintenance responsibility. The drainage easement shown hereunder shall not create any affirmative duty to the City to repair, maintain, or correct any condition that exists or occurs due to the natural flow of storm water runoff, including but not limited to, storm water overflow, bank erosion and sloughing, loss of vegetation and trees, bank subsidence, and interference with structures. The City retains the right to enter upon these easements for public purposes. Alteration of natural flow of water shall be subject to the regulations and ordinances of the City of McKinney, the State of Texas, and the United States of America.
The owner of Lot 2, Block A of this plat shall be fully responsible and liable for the operation and maintenance of the dam located on said property, including meeting all TCEQ standards. Property owner acknowledges that City of McKinney and Collin County shall have no responsibility for said operation and maintenance.