



# DOCUMENT ROUTING FORM

MUST accompany any document manually routed for signature(s)

<b>FROM:</b> M. Houser	<b>DEPT:</b> Legal	<b>EXT:</b>	<b>DATE:</b> 12/9/2024
<b>NAME OF DOCUMENT:</b> Annexation Agreement Rick and Tanya Franklin (11.01 ACRES)			

**TYPE OF DOCUMENT:** (check one below)    **Start Date:** 12/17/\*2024    **End Date:**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Contract             | <input type="checkbox"/> Grant                | <input type="checkbox"/> Facility Agreement |
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Administrative Order | <input type="checkbox"/> Lien/Lien Release  |
| <input type="checkbox"/> Change Order         | <input type="checkbox"/> Easement             | <input type="checkbox"/> Other _____        |

<b>Number of Documents Attached</b>	6
<b>Date and Amount Approved by City Council (if applicable)</b>	
<b>Agenda # (if applicable)</b>	
<b>Project Name and Project Number (required for all AI, CO, DR, FA, FC, FI, GR, LI, PK, ST, TR, WA, WW projects)</b>	
<b>Account No. (if applicable)</b>	
<b>Contract/Grant Value (if applicable)</b>	

## ROUTING & FILING

**Sign the attached documents, initial and date this form, then forward to the next person in sequence (must be routed in the order shown below):**

DEPARTMENT REVIEW / APPROVAL (check all that apply)		INITIALS	DATE APPR'D	
<input checked="" type="checkbox"/>	<b>Executive Director or Director</b> (Required for all documents)			
<input type="checkbox"/>	<b>Procurement Approver</b> (Required if goods or services are purchased)			
<input type="checkbox"/>	<b>IT Director</b> (Required if IT related)			
<input type="checkbox"/>	<b>Grant Administrator</b> (Required for ALL grant related documents)			
<input type="checkbox"/>	<b>CIP Approver</b> (Required for all CIP Expenses)			
<input type="checkbox"/>	<b>Finance Approver</b> (Required for all revenue and expenses)			
ADMINISTRATION SIGNATURES (check all that apply)		INITIALS	DATE SIGNED	
<input checked="" type="checkbox"/>	<b>City Attorney</b> <input type="checkbox"/> Review <input type="checkbox"/> Sign	[Signature]	12/9/24	
<input type="checkbox"/>	<b>Mayor</b>			
<input checked="" type="checkbox"/>	<b>City Manager / Assistant City Manager</b> (Required for all contracts)	PG	12/6/24	
<input checked="" type="checkbox"/>	<b>Notary</b>	BIB	12/6/24	
<input checked="" type="checkbox"/>	<b>City Secretary</b> <input type="checkbox"/> City Seal <input type="checkbox"/> Sign	[Signature]	12-09-2024	
FILING (check only one, as applicable)		INITIALS	DATE REC'D	DATE FILED
<input checked="" type="checkbox"/>	<b>City Secretary</b> (if City Sec is required to sign document)			
<input checked="" type="checkbox"/>	<del>IT Records</del> (if City Sec not required to sign document)			

**RETURN BY (date):** ASAP

**RETURN TO (staff name & department):** Planning Dept

AFTER RECORDING, RETURN TO:

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

**City of McKinney, Texas**  
**ANNEXATION AGREEMENT**  
*For*  
**Approximately 11.01 Acres of Land**  
**Owned by Richard L. and Tanya Franklin**

This ANNEXATION AGREEMENT (this "Agreement"), is entered into pursuant to Chapter 43 and Section 212.172 of the Texas Local Government Code effective the 17th day of December, 2024, ("Effective Date") by and between the **CITY OF MCKINNEY, TEXAS**, a Texas municipal corporation and home-rule city ("CITY"), and **RICHARD L. FRANKLIN AND TANYA FRANKLIN**, a married couple (collectively "OWNER"), concerning the annexation of the "Property" defined herein-below, witnesseth that:

WHEREAS, the OWNER is the owner of certain property located within the extraterritorial jurisdiction of the CITY as more particularly identified in this Agreement on which a single-family residence is currently constructed; and

WHEREAS, the OWNER has requested the City Council to approve the annexation of the Property into the CITY's corporate limits; and

WHEREAS, the OWNER is not currently seeking to develop the Property beyond its current use as a single-family residence (the "Current Use"); and

WHEREAS, the physical location of the Property and the lack of adequate roadway and utility facilities to serve the Property demonstrate that infrastructure improvements may be required as a condition to development in the future; and

WHEREAS, OWNER understands that any change of use or additional development of, upon, and about the Property beyond its Current Use will require compliance with the CITY's development standards and ordinances then in effect; and

WHEREAS, the OWNER, together with the OWNER's grantees, assigns, successors, trustees and all others holding any interest now or in the future, agree and enter into this Agreement which shall operate as a covenant running with the land and be binding upon the OWNER, his representatives, grantees,

assigns, successors, trustees and all others holding any interest now or in the future.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein the OWNER and CITY agree as follows:

A. INCORPORATION OF RECITALS

The Recitals set forth above, are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

B. PROPERTY

This Agreement is for approximately 11.01 acres of land located in the extraterritorial jurisdiction (however, the subject of a pending annexation proceeding) of the City of McKinney, along the west side of County Road 1006 and in an area generally north of County Road 164 and is more fully described in Exhibit "A" attached to this Agreement and incorporated herein by reference for all purposes allowed by law (the "Property").

C. ANNEXATION

It is specifically understood and agreed that the Property is outside the CITY's corporate limits and that the CITY has not identified the Property in its Annexation Plan. It is also specifically understood and agreed that but for the OWNER's petition requesting the Property be annexed into the CITY's corporate limits the Property would remain outside the CITY's corporate limits and within the CITY's extraterritorial jurisdiction. It is further understood and agreed that the CITY does not currently have public improvements in place to serve the Property beyond its Current Use. It is also understood and agreed that the CITY does not have any plans to improve or construct the roadways, extend the water, sanitary sewer and storm sewer lines, and construct the parks necessary to serve the Property beyond its Current Use. Neither does the CITY have the funds budgeted or otherwise available or projects and bonds approved by the voters to provide the public improvements necessary to serve the Property beyond its Current Use. **The OWNER specifically understands and agrees that the CITY shall have no obligation to design, extend, construct and provide the public improvements necessary to serve the Property beyond its Current Use and that should OWNER desire to develop the Property prior to the time that adequate public improvements are on or adjacent to the Property to serve any additional uses, it shall be the OWNER'S responsibility and obligation to design, extend and construct such public improvements. The OWNER does hereby, in exchange for the annexation of the Property, waive and hold harmless and agree to indemnify the CITY from and against any and all claims or demands that the CITY design, extend, construct and provide the public improvements necessary to serve the Property beyond its Current Use.**

D. ZONING & PLATTING

The Property shall be zoned and platted, if required by applicable ordinance or state law, in accordance with the CITY's Zoning Regulations contained in the City's Unified Development Code ("UDC"), as codified in Chapter 150 of the Code of Ordinances, City of McKinney, Texas ("McKinney Code"). The Property and the Current Use thereon are recognized as being situated on a "Lot of Record" under the UDC and do not currently require the Property to be platted. However, any additional construction upon and about the Property shall require building permits from the CITY and any additional development of the Property shall require the OWNER or OWNER's grantees, assigns, successors, trustees and any others then holding any interest in the Property to comply with the CITY's development ordinances set out in the UDC and all other applicable provisions of the McKinney Code, which are then in effect including but not necessarily limited to the provision by OWNER of public improvements, including utilities, drainage structures and easements, roadways, sidewalks, hike and bike trails, street lighting, street signage, rights-of-ways, parkland dedication and all other required improvements and dedications as required to serve such development, at no cost to the CITY.

E. AVAILABILITY OF WATER AND WASTEWATER SERVICE IN THE FUTURE

The CITY makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place to serve any future development on the Property, it being fully understood by both parties hereto that the ability of the CITY to supply water and wastewater services is subject to its contract with the North Texas Municipal Water District, a governmental agency and body politic and corporate, hereinafter referred to as "N.T.M.W.D.", and that this Agreement will only allow utilization of the CITY's water and wastewater system capacity when and if capacity is present and available from the N.T.M.W.D. Notwithstanding the foregoing, the CITY will supply the development on the Property with water supply and wastewater treatment capacity if such capacity is present and available from N.T.M.W.D. The CITY shall be the sole judge of the availability of such capacity of water supply and/or wastewater services, provided, however, that the CITY will attempt to insure that said water supply and wastewater treatment capacity is available. Notwithstanding the foregoing, the CITY agrees to provide water service to the one existing potable water meter on the Property and will also reserve water supply sufficient for one additional three-quarter inch ( $\frac{3}{4}$ " ) water meter for the Property (at no charge to CITY) and subject to OWNER's compliance with the UDC, Chapter 110 of the McKinney Code, and all other applicable provisions of the McKinney Code.

F. CITY DEVELOPMENT REGULATIONS

Any development of the Property beyond the Current Use shall comply with the standards and requirements set forth in the CITY's development regulations,

including but not limited to provisions regarding zoning, platting, drainage, erosion control, pro-rata payments, impact fees, parkland dedication, storm water management, tree preservation, Street Design Standards, Public Improvements Policy and construction standards. The OWNER expressly acknowledges that by entering into this Agreement, the OWNER, its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any exhibits attached hereto as waiving any of the requirements of the CITY's Zoning Regulations or Subdivision Regulations, as contained in the City's UDC, or any other ordinance of the CITY, as applicable.

G. NO WAIVER

The OWNER expressly acknowledges that by entering into this Agreement, the OWNER, its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any Exhibits as waiving any of the requirements of the UDC or any other provisions of the McKinney Code, except as specifically herein agreed.

H. CONTINUITY

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

I. ASSIGNMENT

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

J. GENERAL PROVISIONS

1. The OWNER agrees that no additional construction shall begin on any proposed improvements to the Property and that the Property shall not be further developed prior to City Council approval of this Agreement and the annexation of the Property into the CITY's corporate limits.
2. This Agreement does not constitute a "permit" under Chapter 245 of the Texas Local Government Code and no "rights" are vested by this Agreement; however, nothing in this Agreement shall constitute a waiver by OWNER of any rights of OWNER under said Chapter 245 to the extent only that such rights may vest through some other application not related to the annexation of the Property.

*[Signatures begin on following page.]*


**CITY:**

**CITY OF MCKINNEY, TEXAS**

By:   
PAUL G. GRIMES  
City Manager


Date Signed: 12/6/24

**ATTEST:**


  
EMPRESS DRANE  
City Secretary  
TENITRUS BETHEL PARCHMAN  
Deputy City Secretary

**OWNER:**

**RICHARD L. FRANKLIN**

By:   
Date Signed: 12-6-2024

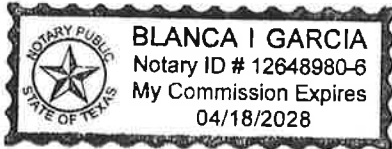
**TANYA FRANKLIN**

By:   
Date Signed: 12-6-2024

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 CITY's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 6<sup>th</sup> DAY OF DECEMBER 2024.

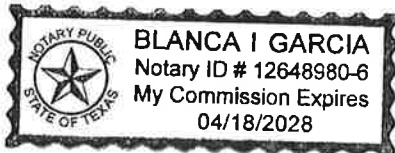


Blanca I Garcia  
Notary Public Collin County, Texas  
My commission expires 4/18/28

THE STATE OF TEXAS §  
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 6 day of December 2024, by **RICHARD L. FRANKLIN**, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 6<sup>th</sup> DAY OF DECEMBER 2024.

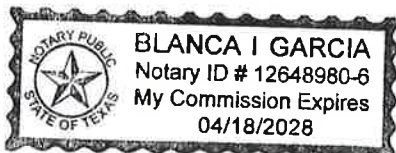


Blanca I Garcia  
Notary Public Collin County, Texas  
My commission expires 4/18/28

THE STATE OF TEXAS §  
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 6<sup>th</sup> day of December 2024, by **TANYA FRANKLIN**, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 6<sup>th</sup> DAY OF DECEMBER 2024.



Blanca I Garcia  
Notary Public Collin County, Texas  
My commission expires 4/18/28