

AFTER RECORDING, RETURN TO:

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

City of McKinney, Texas
FIRST AMENDMENT TO FACILITIES AGREEMENT
(Regarding a Church Use on Lot 1, Block A, George Addition, only)

George Addition, Lots 1 & 2, Block A

THIS FIRST AMENDMENT to the Facilities Agreement for the George Addition, Lots 1 & 2, Block A as it applies to "Lot 1" (as that term is defined below) only (the "Lot 1 Amendment"), is entered into effective the ___ day of _____, 2024, by and between **CITY OF MCKINNEY**, a Texas municipal corporation and home-rule city ("CITY"), and **TEMPLO PENTECOSTAL** as the current owner of Lot 1, Block A of the George Addition acting by and through its Pastor **MARK A. GARZA** (the "LOT 1 LANDOWNER"), whose mailing address is 3584 County Road 341, McKinney, Texas 75071-0536, witnesseth that:

WHEREAS, Tommy George previously owned the property known as the George Addition, Lots 1 & 2, Block A (collectively the "Property") and entered into that certain facilities agreement with the City of McKinney, dated the 24th day of July 2017, and recorded in the Deed Records of Collin County, Texas, at Clerk's Document No. 20170728000994060 on the 28th day of July 2017, involving the property owned by Tommy George known as the George Addition, Lots 1 & 2, Block A ("Original Agreement"); and

WHEREAS, The Original Agreement runs with the land and is binding upon Tommy George and his successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future in the Property, in whole or in part; and

WHEREAS, Tommy George conveyed Lot 1, Block A of the George Addition containing approximately 6.0 acres of land ("Lot 1") to LOT 1 LANDOWNER thereby making LOT 1 LANDOWNER a successor-in-interest to Tommy George as it applies to Lot 1; and

WHEREAS, LOT 1 LANDOWNER as a successor-in-interest to Tommy George has requested, and CITY has agreed to amend the uses allowed on Lot 1 of the Property to include a "church, rectory, or other places of worship including church-operated day-care facilities and pre-schools in a building not to exceed 12,000 square feet in area as an allowed use."

NOW THEREFORE, the LOT 1 LANDOWNER and CITY agree as follows:

Section 1. Except as specifically amended by this Lot 1 Amendment, all provisions of the Original Agreement shall remain unchanged and in full force and effect and exist as if set forth herein in their entirety. The Original Agreement is fully incorporated herein by reference, as if it were physically attached hereto, for all purposes allowed by law.

Section 2. The Original Agreement is hereby amended by adding a new Paragraph B-1 entitled "Additional Uses Allowed on Lot 1" into the Original Agreement immediately following Paragraph B, entitled "Uses Allowed on Property," to read as follows:

"B-1. ADDITIONAL USES ALLOWED ON LOT 1

As an alternative to the allowed use identified in Paragraph B, above, for Lot 1, said Lot 1 may be used for solely for one (1) church, rectory, or other place of worship including church-operated day-care facilities and pre-schools (collectively the "Church") in a single structure not to exceed 12,000 square feet in area subject to the approval of the Collin County Fire Marshal and provided further that such Church shall replace, eliminate, and extinguish any right to use Lot 1 for one (1) single-family detached home. The use of Lot 1 shall in all other respects remain subject to the restrictions and the specific limitations set forth in Paragraph B."

Section 3. The Original Agreement is hereby amended with respect to Lot 1 ONLY by replacing Paragraphs D and E for purposes of this Lot 1 Amendment to read as follows:

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

1. LOT 1 LANDOWNER has appealed, or requested a waiver or variance, from the requirements of Section 142-105 of the Subdivision Ordinance that the LOT 1 LANDOWNER shall design and construct certain Public Improvements because the LOT 1 LANDOWNER's portion of the costs required for such Public Improvements exceed the amount that is roughly proportionate to the proposed development to be constructed on Lot 1 as set forth in Paragraph B-1, 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 one (1) church, rectory, or other place of worship including

church-operated day-care facilities and pre-schools (collectively the "Church") in a single structure not to exceed 12,000 square feet in area on Lot 1, Block A of the George Addition and one single-family detached home on Lot 2, Block A of the George Addition, and hereby determines that LOT 1 LANDOWNER is hereby conditionally relieved of the obligation to design and construct the following Public Improvements, at no cost to CITY, as required by Section 142-105 of the Subdivision Ordinance:

- a. The requirement to construct public streets including the associated street lighting and sidewalks adjacent to the Property in accordance with the Street Design Manual, which provisions mandate that the current asphalt roads and bar ditches along C.R. 341 (approximately 275 feet in length) be removed and replaced by LOT 1 LANDOWNER with minimum 24-foot wide concrete curb and gutter pavement, 4-foot sidewalks, and underground drainage systems; and
 - b. The requirement to construct a minimum 12-inch diameter water line along County Road No. 341 together with approximately three and one-half (3 ½) miles of offsite water lines capable of supplying adequate fire flow to the Property from the nearest City of McKinney water line; and
 - c. The requirement to construct a minimum 8-inch diameter sewer line through the Property together with approximately six and three-fourths (6 ¾) miles of offsite 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 of the Original Agreement or Paragraph B-1 of this Lot 1 Amendment ("Change in Conditions") the conditional relief or deferral afforded to the LOT 1 LANDOWNER 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 LOT 1 LANDOWNER shall be required to promptly, and no later than sixty (60) days after such Change in Conditions occurs to, conform to all CITY development ordinances then applicable to the Property. However, the Property could be replatted to incorporate additional adjacent raw undeveloped

land into the Property without terminating the conditional relief or deferral afforded to the LOT 1 LANDOWNER 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, LOT 1 LANDOWNER reserves the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LOT 1 LANDOWNER to avoid the termination of the conditional relief or deferral afforded to the LOT 1 LANDOWNER 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, LOT 1 LANDOWNER 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 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 of this Lot 1 Amendment is in effect and allowed, the following conditional variances to the then currently adopted editions of the *International Building Code*, *International Residential Code* and/or *International Fire Code*, and the Subdivision Ordinance are permitted **provided that the LOT 1 LANDOWNER indemnifies and holds the CITY harmless from and against any and all claims arising out of or in any way related to the following conditional variances requested by LOT 1 LANDOWNER:**
 - a. The LOT 1 LANDOWNER will not be required to escrow the funds necessary to design and construct the Public Improvements identified in Paragraph D that are being conditionally deferred.
 - b. The LOT 1 LANDOWNER will be permitted to use a properly permitted on-site septic system that conforms to

all requirements of the Texas Commission on Environmental Quality and the CITY.

- c. The LOT 1 LANDOWNER will not be required to collect drainage in an underground storm water system.
 - d. The LOT 1 LANDOWNER will not be required to prohibit lot to lot drainage.
 - e. The LOT 1 LANDOWNER will not be required to install a water system that is capable of furnishing the fire flow and pressures required by the City of McKinney Fire Department (1000 gallons per minute and 20 pounds per square inch residual pressure) intended to provide sufficient fire protection for the safe, efficient and orderly development of the City to all or any part of the Property.
2. Notwithstanding the foregoing, at such time as the Property is further subdivided or replatted or the use of the Property is altered, changed, increased, expanded or enlarged from the uses identified in Paragraph B of the Original Agreement or Paragraph B-1 of this Lot 1 Amendment, the conditional variances afforded to the LOT 1 LANDOWNER as enunciated in Paragraph No. 1 of this Paragraph E shall terminate and the LOT 1 LANDOWNER shall be required to promptly, and no later than sixty (60) days after such Change in Conditions occurs to, conform to all CITY development ordinances then applicable to the Property. However, the Property could be replatted to incorporate additional adjacent raw undeveloped land into the Property without terminating the conditional relief or deferral afforded to the LOT 1 LANDOWNER by and through Paragraph No. 2 of Paragraph D of this Agreement provided that there is no other Change in Condition associated with the Property or the additional adjacent raw undeveloped land incorporated into the Property by such replat. In addition, LOT 1 LANDOWNER reserves the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LOT 1 LANDOWNER to avoid the termination of the conditional relief or deferral afforded to the LOT 1 LANDOWNER by and through this Agreement.”

Section 4. In the event of a conflict or an inconsistency between the Original Agreement and this 1st Amendment, the terms of this 1st Amendment shall control.

Section 4. This First Amendment to the Facilities Agreement for the George Addition, Lots 1 & 2, Block A, is and shall be effective on the _____ day of _____ 2024.

CITY OF MCKINNEY

By: _____
PAUL G. GRIMES
City Manager

Date Signed: _____

ATTEST:

EMPRESS DRANE
City Secretary
TENITRUS BETHEL
Deputy City Secretary

TEMPLO PENTECOSTAL acting by
and through its Pastor **MARK A.
GARZA**

By: _____
MARK A. GARZA

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 _____, 2024.

Notary Public _____ County, Texas
My commission expires _____

THE STATE OF TEXAS,
COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 20____, by MARK A. GARZA in his capacity as the Pastor of TEMPLO PENTECOSTAL the Landowner of Lot 1, Block A of the George Addition in the extra-territorial jurisdiction of the City of McKinney, Texas containing approximately 6.0 acres of land, more or less, 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 set forth therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2024.

Notary Public _____ County, Texas
My commission expires _____

PREPARED IN THE OFFICES OF:

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