

AFTER RECORDING, RETURN TO:

City Secretary
City of McKinney
P.O. Box 517
401 E. Virginia Street
McKinney, Texas 75069

City of McKinney, Texas
ANNEXATION FACILITIES AGREEMENT
For
Approximately _____ Acres of Land
Owned by _____

This ANNEXATION FACILITIES AGREEMENT (this "Agreement"), entered into effective the _____ day of _____, 20____, by and between the **CITY OF MCKINNEY**, a Texas municipal corporation and home-rule city ("CITY"), and _____, a _____ ("OWNER"), whose address is _____, _____, _____, and who is the present owner of the subject property at the time of annexation into the City of McKinney, witnesseth that:

WHEREAS, OWNER is the owner of certain real property located within the extraterritorial jurisdiction of the CITY; and

WHEREAS, OWNER has requested the City Council to approve the annexation of the Property; 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 will likely be required as a condition to development in the future; and

WHEREAS, OWNER understands that prior to record platting the Property, the CITY's development standards and ordinances will require the then Owner and/or any Developer to fund and construct certain roadway and utility improvements, as set forth in the CITY's Subdivision Regulations, that are necessitated by the development of the Property and a general statement of such required public improvements (based on existing conditions) is outlined herein; and

WHEREAS, a Construction Facilities Agreement specific to the then proposed use of the Property may be required at such time as development of the Property begins which may supersede or amend this Agreement by setting forth in detail the public improvements that will be required for the Property and until such occurrence all applicable ordinances and the terms of this Agreement

shall govern the Property's development and provide notice to OWNER of the CITY's development requirements; and

WHEREAS, OWNER, together with 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 OWNER, its 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, OWNER and CITY agree as follows:

A. PROPERTY

This Agreement is for approximately ____ acres of land located in the extraterritorial jurisdiction (however, the subject of a pending annexation proceeding) of the City of McKinney and is more fully described in Exhibit "A" attached to this Agreement which is fully incorporated herein by reference (the "Property").

B. 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 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 extra-territorial jurisdiction. It is further understood and agreed that the CITY does not currently have public improvements in place to serve the Property. 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. 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. **OWNER acknowledges that the Property is within the CITY's extra-territorial jurisdiction and represents to the CITY that OWNER has not engaged in any discussions or negotiations with any other city or town seeking to have the Property annexed into the extra-territorial jurisdiction or corporate limits of any municipality or town save and except the CITY. 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 and that should OWNER desire to develop the Property prior to the time that adequate public improvements are on or adjacent to the Property, it shall be OWNER'S responsibility and obligation to design, extend and construct such public improvements. 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.

C. ZONING & PLATTING

The Property shall be zoned and platted, if required by applicable ordinance or state law, in accordance with Article 2 of the CITY's Unified Development Code ("Zoning Regulations") and Article 3 of the CITY's Unified Development Code ("Subdivision Regulations"), as codified in Chapter 150 of the City's Code of Ordinances, then in force, before any Development Permit or Building Permit will be issued for the development of the Property.

D. PUBLIC IMPROVEMENTS

All 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 shall be constructed and provided to the CITY by OWNER, at no cost to the CITY, in accordance with the CITY's Ordinances which are then in effect. The following provides a general description of the minimum construction requirements for roadways and utilities which, under current conditions, would be required by OWNER as a condition to development of the Property (subject to the City's approval of phases or partial development):

1. Traffic Impact Analysis. At the time of development, and prior to platting the Property and the issuance of any development permits for the Property, OWNER shall cause a Traffic Impact Analysis ("TIA") to be performed by a professional engineer acceptable to the CITY to determine capacity in and on the roadways in the vicinity of the Property and the ability of such roadways to support the traffic that will be generated by OWNER's proposed development of the Property. Such TIA shall also identify the offsite roadway improvements that must be constructed at a minimum to serve OWNER's proposed development of the Property in accordance with the CITY's Street Design Standards, then in effect.

The TIA shall be performed at no cost to the CITY and will be subject to review and approval by the CITY Engineer. The TIA will also be subject to review and approval by the Texas Department of Transportation ("TxDOT") if a TxDOT controlled roadway is involved. The CITY Engineer shall have the right to require OWNER to perform additional TIA(s), at no cost to the CITY, if a significant amount of time has passed between the date the previous TIA was performed and the date the Property development commences or if the proposed development of the Property changes from the development assumptions contained in the prior TIA or if in the opinion

of the CITY Engineer some other change in conditions has occurred which merits re-evaluation of an earlier TIA.

2. Off-site Roadway Level of Service. OWNER must maintain the greater of the then-current Level of Service ("LOS") on the roadway system serving the Property or Level of Service "D" on the roadways between the Property and the nearest major roadway based on the anticipated traffic routes from/to the Property as approved by the CITY Engineer. A major roadway is defined as an improved 4 lane divided roadway ("Arterial Roadway" classification as defined by CITY), TxDOT maintained roadway, or US Highway (i.e., US 75 and US 380).
 - (a) OWNER will be required to obtain and dedicate to the CITY, at no cost to the CITY, all rights-of-way and easements as may be necessary to construct any off-site roadway improvements identified on the TIA as being necessary to serve OWNER's proposed development of the Property.
 - (b) OWNER will also be required to construct, at no cost to the CITY, any off-site roadway improvements that are identified on the TIA as being necessary to serve OWNER's proposed development of the Property in accordance with the CITY's Street Design Standards, then in effect, or as may be otherwise agreed by the CITY.
 - (c) The CITY may, in its sole discretion, enter into a separate agreement with OWNER that will allow OWNER to fulfill its obligations under this Paragraph No. D(2) and also allow the CITY to make any additional roadway improvements that the CITY determines should be made in coordination with OWNER's off-site roadway improvements and which additional CITY roadway improvements are not identified in the TIA as being necessary to or required by the development of the Property.
 - (d) OWNER must provide all appropriate documentation regarding the necessary rights-of-way and off-site roadway construction to the CITY Engineer for approval.
3. Right-of Way Dedication. OWNER shall dedicate to the CITY, at no cost to the CITY, that amount of right-of-way along perimeter roadways adjacent to the Property which will yield at least one-half ($\frac{1}{2}$) 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 development occurs. If a Master Plan roadway is situated on or across the Property, OWNER shall dedicate to the CITY the full right-of-way for such Master Plan roadway at such time as development occurs. The CITY will compensate OWNER for that portion of the Master Plan roadway right-of-way that is so dedicated and which is not roughly

proportionate to the impact the development of the Property will have on the CITY's roadway system. OWNER shall dedicate all right-of-way for the interior streets serving the Property at the time of development. OWNER shall also dedicate all easements necessary for construction and safety purposes for roadways on the Property and perimeter roadways adjacent to the Property as required herein-above. The final alignment of right-of-way dedications shall be consistent with the CITY's Thoroughfare Development Plan and as approved by the CITY Engineer.

4. Roadway Plan Approval. All roadway construction plans shall be approved by the CITY's Engineer or his agent prior to approval of a Development Permit for any portion of the Property.
5. Roadway Construction. OWNER shall construct, at no cost to the CITY, all required roadway improvements in accordance with the CITY's Subdivision Regulations and Street Design Standards, then in effect. In addition to complying with the CITY's ordinance and standards, OWNER shall also comply with TxDOT's standards and specifications when the roadway improvements are being made on along, about or to TxDOT roadways. In the event of a conflict between the CITY's requirements and TxDOT's requirements, OWNER shall comply with the more stringent of those requirements.
 - (a) Gravel and seal coat roadways are not acceptable.
 - (b) Roadways along the anticipated traffic routes must be reinforced concrete pavement with appropriate subgrade treatment all of which items must be approved by the CITY Engineer. The pavement on all such roadways must be designed for a minimum service life of twenty (20) years without the need for any major maintenance overhauls.
 - (c) A pavement analysis shall be performed by OWNER, at no cost to the CITY, to determine the adequacy of the current pavement structure to handle OWNER's projected traffic along with existing traffic volumes and recommendations by OWNER must be made based upon the analysis for roadway improvements as needed. OWNER shall create a pavement design to handle the expected traffic volumes and other criteria as determined by the circumstances surrounding the development of the Property and as approved by the CITY Engineer.
 - (d) Additional roadway improvements may be required to maintain safe roadway conditions. The determination regarding what additional improvements may be necessary shall be based upon the engineering judgment of the CITY Engineer and good engineering practices criteria.

- (e) If the CITY has a project to construct any of the roadways for which OWNER is responsible, in whole or in part, the CITY and OWNER may enter into a separate agreement whereby OWNER is allowed, in the sole discretion of the CITY, to provide the CITY a cash escrow in an amount that will cover OWNER's roughly proportionate obligation for construction of such roadway(s) in lieu of constructing said roadway improvements.
6. Utility Easement Dedication. OWNER shall dedicate to the CITY, at no cost to CITY, that amount of easement across the Property as deemed necessary by the CITY Engineer to facilitate the construction of water and wastewater utilities as shown on the CITY's Master Plans for Water and Wastewater (hereafter referred to collectively as the "Master Plans") and as approved by the CITY Engineer. The final alignment of easement dedications shall be consistent with the City's Master Plans and as approved by the City Engineer.
7. Utility Plan Approval. All utility plans and improvements are subject to the approval of the CITY Engineer, and all utility lines shall be constructed of materials of a quality and grade meeting at least the minimum standards specified by the CITY's Engineering Department. Upon approval of all utility construction plans for the Property by the CITY Engineer, or his designee, OWNER may proceed in accordance with such approved plans.
8. Utility Construction. OWNER shall construct, at his sole cost, all necessary utility lines up to twelve inches (12") in diameter to provide service to the Property in accordance with the CITY's standards or as required by the Master Plans, at such time as demand on the Property requires or concurrent with the development of the Property, as determined by the CITY. OWNER shall also construct, at no cost to the CITY, all necessary utility lines to serve the interior of the Property; said lines shall be at least eight inches (8") in diameter or larger as demand of the development on the Property requires. In addition to the requirements stated herein, OWNER shall construct any necessary off-site and/or oversize utility improvements up to the sizes shown on Master Plans and as per City of McKinney standards. In the event the proposed development of the Property requires utility improvements in excess of the CITY's minimum standards and Master Plans, OWNER shall construct any off-site and oversize utility improvements as may be required to serve the Property. No septic systems shall be permitted.
9. Hike and Bike Trail. To the extent that the CITY's Master Trail Plan shows a hike and bike trail along, across or adjacent to the Property, OWNER shall, at no cost to the CITY, dedicate the easement or right-of-way for and construct all required concrete hike and bike trail improvements in accordance with the CITY's Subdivision Regulations and Master Trail Plan. The hike and bike trail

shall be tied in or connected to the CITY's trail system or to the location(s)/area(s) identified as planned future extensions of the trail system specifically including, but not limited to, school sites, parkland sites and planned connections to creek and river greenways. Final location and all hike and bike trail construction plans shall be subject to review and approval by the CITY's Director of Parks and Recreation, or his or her agent, prior to approval of a Development Permit for any portion of the Property being developed.

E. CONVEYANCE OF LAND FOR RECREATIONAL AREAS & FACILITIES

OWNER shall comply with the parkland dedication requirements contained in Article 3, Section 309 of the CITY's Unified Development Code ("UDC"), as codified in Chapter 150 of the CITY's Code of Ordinances, as may be amended from time to time, which as a condition of subdivision development may require OWNER to dedicate land for parks or pay a fee in lieu of dedicating land or a combination of both, as approved by the CITY's Director of Parks and Recreation. In addition to the parkland dedication requirement, OWNER may be required to pay a park development fee, subject to the regulations contained therein.

F. AVAILABILITY OF CITY WATER AND WASTEWATER SERVICE IN THE FUTURE

The Property is currently located within the Milligan Water Supply Corporation ("Milligan WSC") legally certificated area ("CCN") and may receive water services provided by Milligan WSC. Upon the removal of the Property from the Milligan WSC CCN, the CITY may provide water service to the Property; however the CITY makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, 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.

G. CITY DEVELOPMENT REGULATIONS

OWNER shall develop the Property in accordance with the development regulations adopted by the CITY, including, but not limited to regulations relating to zoning, subdivision, land development, drainage, erosion control, pro-rata payments, parkland dedication, storm water management, tree preservation,

Street Design Standards, Public Improvements Policy and construction standards. OWNER expressly acknowledges that by entering into this Agreement, 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 UDC, or any other ordinance of the CITY, as applicable.

H. TREE PRESERVATION REGULATIONS

OWNER expressly acknowledges the CITY's Tree Preservation regulations, as contained in Article 4 of the CITY's UDC, as amended, and the duty to develop the Property in accordance with the standards contained therein and any amendments to those standards.

I. STORMWATER MANAGEMENT REGULATIONS

OWNER agrees to abide by all terms of the CITY's Stormwater Management regulations contained in Article 8 of the CITY's UDC, as amended.

J. PRO-RATA FEES

Off-site water and sewer facilities may be subject to either pro rata payments paid to third parties or reimbursements collected from third parties in accordance with City Ordinances. For any applicable off-site facilities in place as of the date of OWNER's development of the Property, OWNER shall be responsible to pay applicable pro-rata fees in the amount of one-half ($\frac{1}{2}$) of the actual construction and engineering costs of up to a twelve-inch (12") diameter pipe if off-site facilities have been constructed adjacent to the Property by the CITY or any other party prior to the date hereof and OWNER utilizes such facilities for the Property. If, however, the water or sewer facilities are bounded on both sides by the Property then OWNER shall be responsible to pay applicable pro-rata fees in the full amount of the actual construction and engineering costs of up to a twelve-inch (12") diameter pipe if OWNER utilizes such facilities. Should OWNER construct off-site water and sewer facilities such that pro-rata fees are due to OWNER, the CITY agrees to collect any fees due to OWNER related to the construction of the line(s) as those properties utilizing such facilities are developed during the period of ten (10) years after OWNER's installation of such off-site water and sewer facilities. OWNER shall submit final construction costs to the CITY for approval prior to final acceptance of the improvements for use in determining pro-rata fees to be collected on behalf of OWNER.

OWNER shall not be required to pay pro-rata fees for any major transmission line(s) that may be constructed upon, through, under, across or adjacent to the Property that merely transport(s) water or wastewater to or from a treatment facility and to which line(s) Owner is not permitted any right to tap or tie in to.

K. PROPORTIONALITY FEE

OWNER, or OWNER's successor(s)-in-interest (including a builder-owner), shall pay to the CITY a Proportionality Fee ("Fee") for development of the approximately _____ acres of the Property that is currently situated in the CITY's extraterritorial jurisdiction, which Fee represents a roughly proportional amount necessary to offset the roadway infrastructure capacity needs of the Property. The Fee shall be the equivalent of the roadway impact fee assessed in the adjacent (abutting) roadway impact fee service area (or that service area nearest to the Property if not adjacent) in effect at the time of building permit and shall be paid at the time of issuance of any building permits for any improvements on the Property. OWNER, or OWNER's successor(s)-in-interest (including a builder-owner), shall also pay (at the time of building permit issuance) to the CITY a water and wastewater proportionality fee in an amount equivalent to the then existing fee charged for a particular use in accordance with the CITY's utility impact fee ordinance.

In accordance with the methodology and provisions of the CITY's roadway impact fee ordinance, OWNER shall receive credits for excess vehicle miles contributed by OWNER (as such compared to the amount of vehicle miles of demand the entire Property creates) for right-of-way dedication and construction of on-site and adjacent roadways required by this Agreement. Such credits shall be issued to OWNER only for construction of impact fee eligible system roadways, or roadways which become impact fee eligible system roadways, completed to CITY standards and accepted by the CITY. Upon completion by OWNER and acceptance by the CITY of such on-site and adjacent roadways, the CITY shall issue credits to a credit pool in OWNER's name that may be drawn down to pay Fees and roadway impact fees. Said credits shall not include OWNER's individual costs for eminent domain, if any.

L. IMPACT FEES

If the CITY's Impact Fee Capital Improvement Plan is updated and the Property is designated as falling within a specific roadway service area and/or a specific utility service area before the Property is developed, OWNER shall pay roadway impact fees and/or utility impact fees on the proposed development of the Property rather than paying the roadway proportionality fee and/or the water and wastewater proportionality fee discussed in Paragraph K, herein above. In such event, Impact fees for the Property shall be charged in accordance with Ordinance No. 2020-12-091 (Roadway) and Ordinance No. 2020-12-092 (Water & Wastewater), and as these ordinances may be amended in the future. These fees shall be due upon the time established by these Ordinances save and except only to the extent any waiver of or variance from said Ordinances is granted by the CITY and is contained in a separate agreement between OWNER and CITY which agreement shall supersede and control.

M. NO WAIVER

OWNER expressly acknowledges that by entering into this Agreement, 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 Zoning Regulations or Subdivision Regulations in force by the CITY, except as specifically herein agreed.

N. REVOCATION

In the event OWNER fails to comply with any of the provisions of this Agreement, the CITY shall be authorized to revoke any and all Certificates of Occupancy that may have been previously issued in relation to the subdivision and/or development of the Property; and the CITY shall be further authorized to file this instrument in the records of Collin County as a Mechanic's Lien against OWNER's property; and in the alternative, the CITY shall be authorized to levy an assessment against OWNER's property for public improvements actually constructed by the CITY to be held as a tax lien against the Property by CITY.

O. RELATIONSHIP TO ROADWAY AND SEWER/WATER IMPACT FEES AND WAIVER OF CLAIMS

OWNER has 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 OWNER, regarding OWNER's rights under Texas and federal law. OWNER hereby waives 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.) OWNER specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with Tex. Loc. Gov't Code § 212.904. However, notwithstanding the foregoing, OWNER hereby releases the City from any and all liability under Tex. Loc. Gov't Code § 212.904 regarding or related to the cost of those 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 financial allocation of OWNER's responsibility for roadway and utility improvements for its Property and that the financial contribution, including the proportionality fee and in-kind construction of improvements made by OWNER pursuant to this Agreement, are necessary and attributable to development of the Property.

The financial obligation of OWNER herein set forth shall relieve OWNER of any obligation for roadway and water/sewer impact fees for the Property unless impact fees are applicable to this Property, or as otherwise provided herein above. OWNER further waives any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Tex. Loc. Gov't. Code, any federal constitutional claims, and any claims for reimbursement under any existing or future impact fee ordinances of the City of McKinney to the extent such claims are based on OWNER's dedication, construction, or payment obligations under this Agreement. OWNER further releases the CITY from any and all claims based on excessive or illegal exactions; it being agreed that the amount of OWNER's infrastructure contribution proportionality fee (after receiving all contractual offsets, credits and reimbursements) is roughly proportional to the demand that is placed on the CITY's roadway and utility systems by OWNER's development. OWNER further acknowledges that the benefits of annexation, zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and OWNER acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. OWNER shall indemnify and hold harmless the CITY from and against any claims and suits of any third parties, including but not limited to OWNER's successors, assigns, grantees, vendors, trustees or representatives, brought solely pursuant to this Agreement and/or asserting the claims or types of claims described in this paragraph.

P. CONTINUITY

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

Q. ASSIGNMENT

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

R. TERMINATION AND RELEASE

Upon satisfactory completion by OWNER and final acceptance by the CITY of all requirements of this Agreement, this Agreement shall terminate and the CITY will execute a release of covenant to OWNER, its heirs, successors, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future. This Agreement shall not terminate until the requirements of all parties have been fulfilled.

S. MAINTENANCE BOND

Prior to final acceptance of the public improvements to the Property, OWNER shall furnish to the CITY a good and sufficient maintenance bond in the amount of fifteen percent (15%) of the contract price of such public improvements, or in such amount as approved by the City Engineer, with a reputable and solvent corporate surety, in favor of the CITY, to indemnify the CITY against any repairs arising from defective workmanship or materials used in any part of the construction of the public improvements to the Property, for a period of at least two (2) years from the date of final acceptance of such public improvements.

T. GENERAL PROVISIONS

1. OWNER agrees that construction shall not begin on any proposed improvements to the Property prior to City Council approval of this Agreement.
2. OWNER agrees that all coordination required with public and/or private utility agencies to eliminate conflicts with proposed street grades or underground improvements shall be the responsibility of OWNER. Likewise, coordination with agencies requiring special conditions (i.e., railroads and the Texas Department of Transportation) shall be the responsibility of OWNER.
3. It is understood that any obligation on the part of the CITY to make any refunds with respect to infrastructure improvements constructed within the Property shall cease, with respect to such improvements, on the tenth (10th) anniversary after the improvements are completed, inspected, and accepted by the CITY. Such 10-year period may be extended for good cause and agreed to in writing by the CITY and OWNER.
4. 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.

CITY OF MCKINNEY

By: _____
PAUL G. GRIMES
City Manager

Date Signed: _____

ATTEST:

EMPRESS DRANE, City Secretary
TENITRUS BETHEL PARCHMAN, Deputy City Secretary

THE STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared PAUL G. GRIMES, City Manager of the **CITY OF MCKINNEY**, a Texas Municipal Corporation, known to me to be the person 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 _____
DAY OF _____, 20____.

Notary Public _____ County, Texas
My commission expires _____

OWNER:

_____,
a _____

By: _____

Name: _____

Title: _____

Date Signed: _____

THE STATE OF TEXAS,
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____,
20____, by _____, in his capacity as _____ of
_____, a _____, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me that he
executed the same on behalf of and as the act of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 20_____.

Notary Public _____ County, Texas
My commission expires _____

EXHIBIT A

DESCRIPTION OF PROPERTY