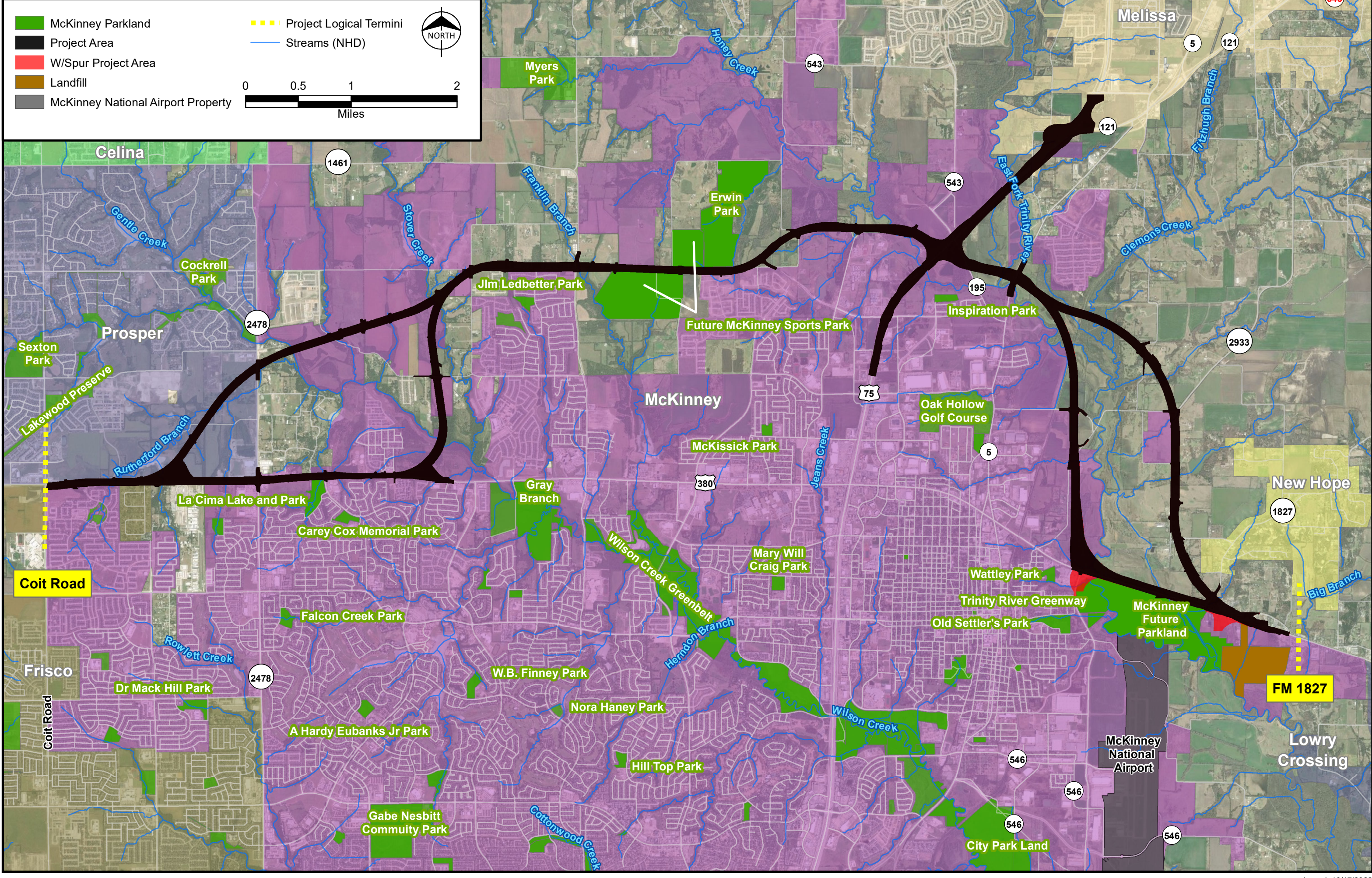


APPENDIX M: Protected Lands

Path: C:\Users\sspurgeon\OneDrive - Burns & McDonnell\Desktop\Projects\US 380\DataFiles\ArcDocs\US 380 DEIS\US380_ProtectedLands_appendix.mxd sspurgeon 10/17/2022
Service Layer Credits: Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Appendix M-1: McKinney Future Parkland “Douglas Tract” Blanket Easement

AFTER RECORDING, RETURN TO:

1002 - 50484
City Secretary
CITY OF MCKINNEY
P.O. Box 517
McKinney, Texas 75070

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

BLANKET ACCESS EASEMENT AND RIGHT-OF-WAY EASEMENT WITH SLOPE EASEMENT, TEMPORARY CONSTRUCTION EASEMENT AND RESTRICTIVE COVENANT REGARDING USE OF THE BURDENED PROPERTY

STATE OF TEXAS

COUNTY OF COLLIN

KNOW ALL MEN BY THESE PRESENTS:

That **BRAD DOUGLAS**, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to Grantor in hand paid by the **CITY OF MCKINNEY**, a Texas municipal corporation ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT, and CONVEY unto Grantee, an exclusive blanket access easement and right-of-way easement together with any required slope easements and deceleration lane easements or rights-of-way (hereinafter referred to collectively as the "Blanket Easement") to provide continuous ingress and egress in, upon, over and across the Burdened Property, defined below, until such time as a permanent roadway is designed and constructed together with the right to construct, reconstruct, operate and perpetually maintain a six-lane roadway with additional lanes required for turning movements at the future roadway's intersection with U.S. Highway 380 together with all other appurtenances thereto (the "Facilities") in, upon, over, across and under that approximately 6.197 acre tract of land situated in the H. T. Chenoweth Survey, Abstract No. 157 in McKinney, Collin County, Texas, being

McKy East Fork (Douglas) - Blanket Easement
10/18/2013

more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes allowed by law (the "Burdened Property").

Grantor further grants to Grantee a temporary construction easement of twenty-five feet (25') running parallel along all sides of the Blanket Easement, with rights of ingress and egress for the construction of said Facilities, such temporary construction easement terminating upon completion of said Facilities.

The right-of-way easement contained within and made a part of the Blanket Easement granted hereby shall not exceed: (a) one hundred forty feet (140') in width at and approaching the intersection between the proposed future roadway and its intersection with U.S. Highway 380, which approach may be as much as approximately four hundred feet in length or such other additional length as may be required for the public health, safety and welfare; and, (b) one hundred twenty feet (120') in width within its regular lane section. The Blanket Easement also contains and includes permanent slope easements and rights-of-way easements adjacent to the U.S. Highway 380 right-of-way necessary to construct a deceleration lane and right turn lane from U.S. Highway 380 on to the proposed future roadway and a right-turn lane and acceleration lane from the proposed future roadway on to U.S. Highway 380. Grantee is hereby authorized to designate the course and location of the Facilities and the rights-of-way easements and other easements contained within the Blanket Easement herein conveyed. At such time as the course and location of the Facilities to be constructed within the Blanket Easement are determined, the Blanket Easement herein granted shall be amended and replaced with a defined permanent easement specifically identifying the course and location of the rights-of-way and related easements appurtenant thereto and supporting the Facilities to be constructed therein.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate

(Burdened Property) as is reasonably necessary to and for the limited purpose of accessing the Blanket Easement Property herein granted.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the easement granted herein.

Grantor further covenants, warrants and agrees in satisfaction of the consideration described herein-above that the Burdened Property shall henceforth and forevermore be deed restricted and its use hereafter limited to agricultural cultivation and the sale of hay only and as its use is further limited by this Blanket Easement. Grantor may erect temporary portable carports and/or canopies to cover hay bales on and about the Burdened Property. However, Grantor shall not construct or erect or allow others to construct or erect any permanent buildings or structures on the Burdened Property without the advance written approval of the Grantee.

Upon Grantee's determination regarding the course and location of the Facilities to be constructed within the Blanket Easement and the replacement of the Blanket Easement herein granted with a defined permanent easement and/or right-of-way specifically identifying the course and location of the rights-of-way and related easements appurtenant thereto and supporting the Facilities to be constructed therein, the Grantor shall cause Grantor's agricultural cultivation and hay-selling operation including, but not limited to, supplies, products and materials, and any temporary portable carports and/or canopies to be relocated outside of any defined permanent easements and rights-of-way at no cost to Grantee. In addition, Grantor covenants, warrants and agrees that Grantee shall have no liability to Grantor for any damages,

costs, or expenses suffered or sustained by Grantor in the cessation, if any, damage to crops, if any, and relocation of Grantor's agricultural cultivation and hay-selling operation it being specifically understood and agreed that such damages, costs, or expenses, if any, have been previously addressed and accounted for by and through the consideration provided by, for and through this Blanket Easement.

TO HAVE AND TO HOLD the Blanket Easement Property unto the Grantee for the purposes herein set forth, Grantor hereby binds itself, its successors and assigns, to warrant and forever defend the Blanket Easement, covenants, restrictions, conditions, and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The easement and rights granted herein are expressly made subject to any and all existing easements, conditions, restrictions, liens, encumbrances, and other matters of record and affecting the Blanket Easement Property.

WITNESS THE GRANTOR'S HAND to be EFFECTIVE as of the 18th day of October, 2013.

GRANTOR:

Brad Douglas
BRAD DOUGLAS

APPROVED AS TO FORM:

Alan D. Lathram
Printed Name: Alan D. Lathram
Title: Assistant City Attorney
Office of the City Attorney

THE STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged on this the 18th day of October, 2013, by **BRAD DOUGLAS** in his individual capacity and for the purposes set forth therein.


Notary Public, State of Texas

PREPARED IN THE OFFICES OF:

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

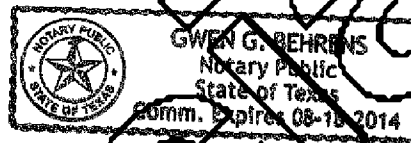


EXHIBIT "A"
Description of Property

SITUATED in the City of McKinney, Collin County, Texas, in the H. T. Chenoweth survey, abstract No. 157, being a survey of part of the 126.99 acre tract described in a deed from IRA Plus Southwest, LLC to Brad Douglas recorded as clerk's file no. 20121012001300920 of the Collin County deed records, being described by metes and bounds as follows:

BEGINNING at a ½-inch iron pin set at the north-northeast corner of said 126.99 acre tract, in the south right-of-way line of U.S. Highway 380;

THENCE South 20°34'47" West, with an east line of said 126.99 acre tract, 713.15 feet to a 5/8-inch iron pin found;

THENCE South 86°28'14" West, 920.34 feet to a ½-inch iron pin set;

THENCE North 02°57'32" West, 454.79 feet to a ½-inch iron pin set in the south right-of-way line of said U.S. Highway 380 and in the north line of said 126.99 acre tract;

THENCE easterly with the north line of said 126.99 acre tract and the south right-of-way line of said U.S. Highway 380 as follows:

South 72°40'32" East, 471.43 feet to a ½-inch iron pin set;
South 83°59'08" East, 101.98 feet to a ½-inch iron pin set;
South 72°40'32" East, 453.01 feet to the PLACE OF BEGINNING and containing 6.197 acres.

SAID PROPERTY NOW KNOWN AS LOT 1, BLOCK A, DOUGLAS ADDITION, AN ADDITION TO THE CITY OF MCKINNEY, PER MINOR PLAT RECORDED UNDER CC# 2013-463, OFFICIAL RECORDS OF COLLIN COUNTY, TEXAS.



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
10/21/2013 12:03:30 PM
\$36.00 DFOSTER
20131021001442140

Stacey Kemp

Appendix M-2: Future McKinney Sports Park