

DEPARTMENT OF THE ARMY
EASEMENT FOR A PUBLIC ROAD OR STREET
LOCATED AT
LAVON LAKE
COLLIN COUNTY, TEXAS

THE SECRETARY OF THE ARMY under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to Collin County, Texas, hereinafter referred to as the Grantee, an easement for the expansion of Park Boulevard eastward from FM 2514, hereinafter referred to as the Facilities over, across, in and upon the lands of the United States as identified in **EXHIBITS A, B, and C** attached hereto and made a part hereof, hereinafter referred to as the Premises.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is granted in perpetuity.

2. CONSIDERATION

The consideration for this easement shall be the construction, operation and maintenance of a public road for the benefit of the United States and the general public in accordance with the terms herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to Collin County, 4690 Community Avenue, Suite 200, McKinney, Texas, 75071; and if to the United States, to the Real Estate Contracting Officer, Attention: Real Estate Contracting Officer, CESWF-RE-M, Post Office Box 17300, Fort Worth, Texas 76102-0300, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER

The construction, operation, maintenance, repair or replacement of said Facilities, including culverts and other drainage Facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Real Estate Contracting Officer, Fort Worth District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the Premises to the satisfaction of said officer. The use and occupation of the Premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located.

7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the Premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The Grantee shall inspect the Facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantee under this easement, and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the

Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the Premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. RIGHT TO CONNECT

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time to time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the Grantee of the right-of-way herein granted.

12. OTHER AGENCY AGREEMENTS

It is understood that the provisions of the conditions on **SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER** and **RIGHT TO ENTER** above shall not abrogate or interfere with any agreements or commitments made or entered into between the Grantee and any other agency of the United States with regard to financial aid to the Grantee in connection with the construction, maintenance, or repair of the Facilities herein authorized.

13. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

14. SOIL AND WATER CONSERVATION

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of or that may be constructed by the Grantee during the term of this

easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the Premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the Premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

16. ENVIRONMENTAL CHECKLIST

An Environmental Checklist (ECL), documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **EXHIBIT D**. Upon revocation or termination of this easement, another ECL shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Grantee in accordance with the condition on **RESTORATION**.

17. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the

Premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

18. NON-DISCRIMINATION

a. The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The Grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Grantee, its agents, successors, transferees, and assignees.

19. RESTORATION

On or before the termination or revocation of this easement, the Grantee shall, without expense to the United States and within such time as said officer may indicate, restore the Premises to the satisfaction of said officer. In the event the Grantee shall fail to restore the Premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

20. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the Premises are concerned; and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the Premises.

21. DETERMINATION REGARDING EXECUTIVE ORDER 13658

a. It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order.

b. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

22. DETERMINATION REGARDING EXECUTIVE ORDER 13706

It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

23. ADDED CONDITIONS

a. The Grantee shall provide to said officer a survey and legal description for said facility within 120 days from the completion of the road extension work. Following approval, the survey and legal description shall be attached hereto and made a part hereof as **EXHIBIT B and C**. The legal description shall not include any more land than is necessary and shall tie into a known U.S. Government monument. Submittals shall conform to the following:

1. Drawings are to be in DGN (Microstation) or SHP (ArcGIS) file format (preferably both) and georectified in Texas State Plane 4202 North Central, UTM Zone 14 North.

2. Legal descriptions are to be furnished in DOCX (WORD).

3. PDF (and or copies) of the survey drawings and legal description shall be signed and stamped (finalized version) by the surveyor.

b. The Grantee accepts responsibility for traffic control.

c. The Government shall not be liable for any part of loss or accident which may occur on the roads.

d. The Grantee shall not assign or otherwise release its responsibility to maintain the right-of-way.

EASEMENT NO. DACW63-2-18-0705

- e. The Grantee shall construct the road expansion as shown in **EXHIBIT E**.
- f. The Grantee shall accomplish cut and fill work in adjacent prairie ESA, to improve the area and help with mission execution.
- g. The Grantee shall spray biannually for three years along sidewalks to help curtail KR bluestem.
- h. The Grantee shall plant native grasses as natural erosion control and filtration along drainages.
- i. The Grantee shall install trash and oil separators along all drainages.
- j. This easement is being granted in conjunction with Contract No. DACW63-69-C-0033.
- k. **The Grantee is responsible for ensuring that the fully executed easement is officially recorded and filed in the county of record, and a copy is provided to the undersigned Real Estate Contracting Officer within 30 days of receipt.**

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

EASEMENT NO. DACW63-2-18-0705

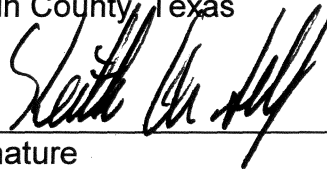
THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this _____ day of _____, 2018.

Rocky D. Lee
District Chief, Real Estate Division
Real Estate Contracting Officer

THIS EASEMENT is also executed by the Grantee this 9th day of October, 2018.

Collin County, Texas



Signature

County Judge

Title

ACKNOWLEDGMENT

STATE OF TEXAS

}

}

SS.

COUNTY OF TARRANT

}

On this _____ day of _____, 2018, before me, the undersigned officer, personally appeared within named Rocky D. Lee, District Chief, Real Estate Division, United States Army Corps of Engineers, Fort Worth District, on behalf of the United States of America, and known to me to be the person whose name is subscribed to the foregoing instrument by virtue of the above-cited authority and acknowledged to me that he executed the same in such capacity for the purposes and consideration therein expressed.

Given under my hand and seal this _____ day of _____, 2018.

Notary Public, State of Texas

My Commission Expires: _____

Printed Name: _____

STATE OF TEXAS

}

}

SS.

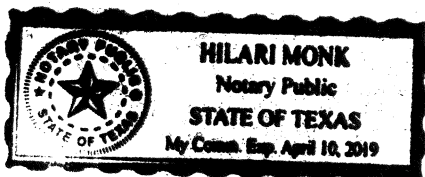
COUNTY OF

Collin

}

On this 9th day of October, 2018, before me, the undersigned officer, personally appeared Keith Self, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Hilari Monk

Notary Public, State of Texas

My Commission Expires: 4/10/19

Printed Name: Hilari Monk

CERTIFICATE OF AUTHORITY

I Stacey Kemp, certify that I am the County Clerk
of Collin County, Texas, named as the grantee herein; and that
Keith Self, who signed the foregoing instrument on behalf of Collin
County, Texas, was then County Judge of Collin County, Texas. I further
certify that the said officer was acting within the scope of powers delegated to this
officer by the governing body of Collin County, Texas, in executing said instrument.

Date 10-09-18

Stacey Kemp
Authorized Representative

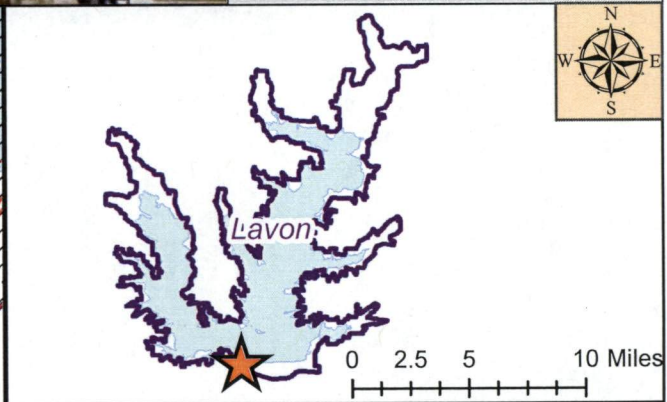
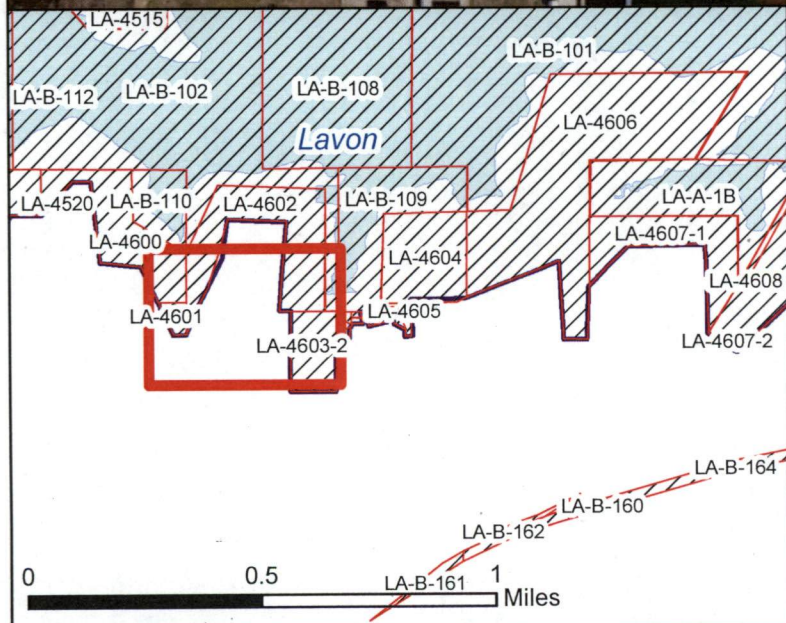
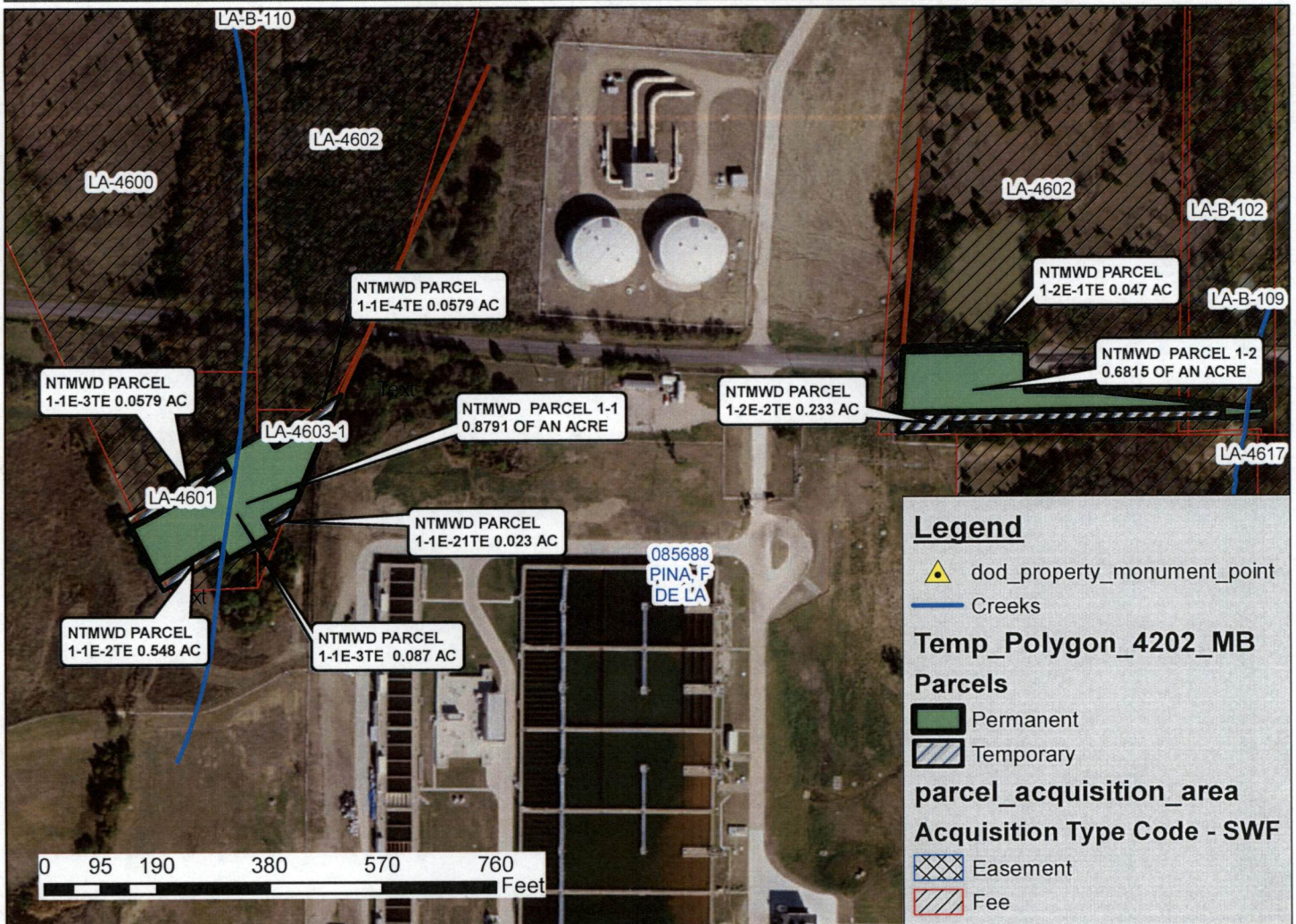


AFFIX COMPANY SEAL

County Clerk
(Title)

NOTE: This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same person.

LAVON LAKE COLLIN COUNTY, TEXAS NTMWD PARK BLVD. EXTENSION

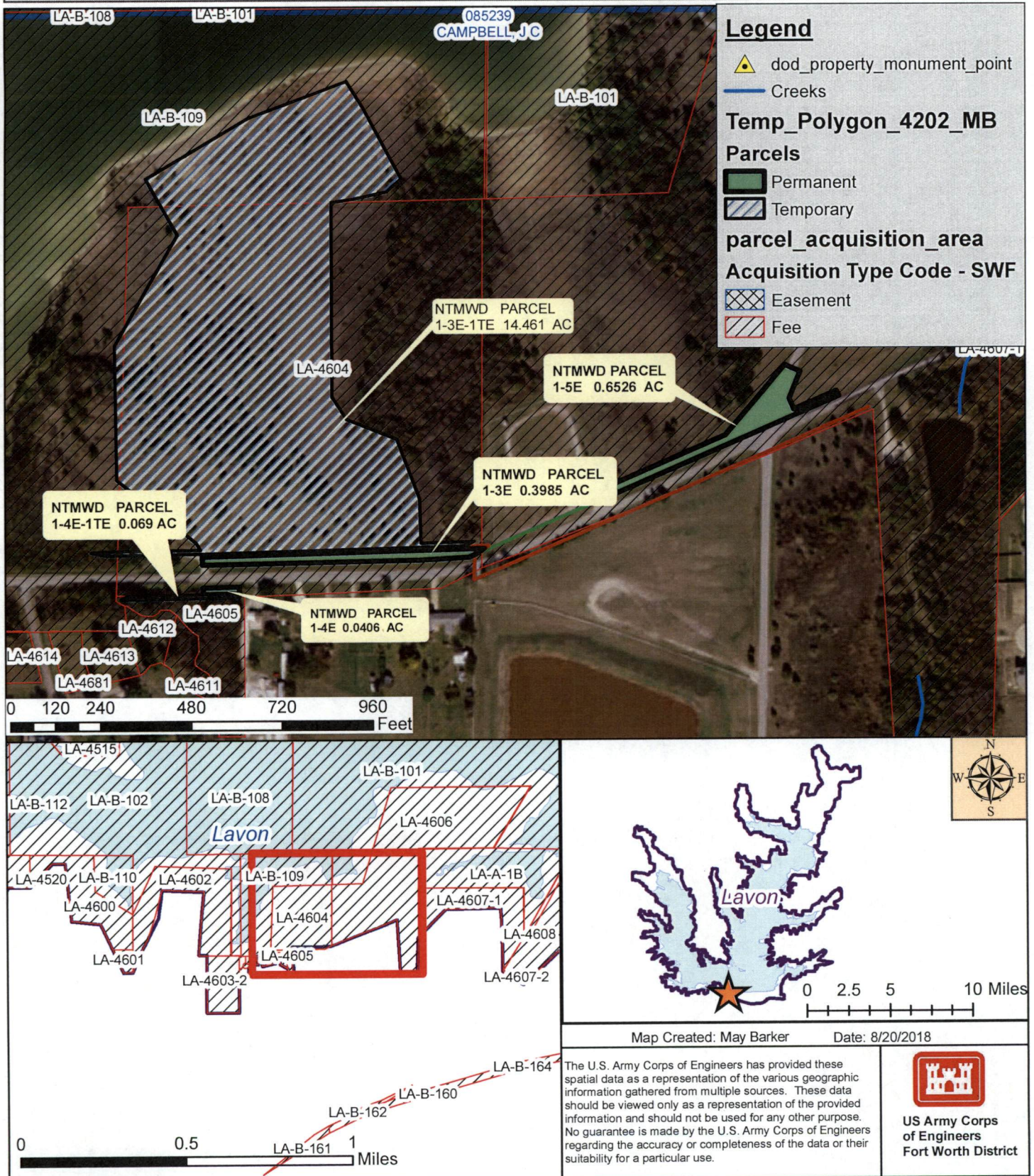


Map Created: May Barker Date: 8/20/2018

The U.S. Army Corps of Engineers has provided these spatial data as a representation of the various geographic information gathered from multiple sources. These data should be viewed only as a representation of the provided information and should not be used for any other purpose. No guarantee is made by the U.S. Army Corps of Engineers regarding the accuracy or completeness of the data or their suitability for a particular use.

US Army Corps of Engineers
Fort Worth District

LAVON LAKE COLLIN COUNTY, TEXAS NTMWD PARK BLVD. EXTENSION



SURVEY TO BE INSERTED UPON RECEIPT IAW CONDITION 23a(1 & 3)
DACW63-2-18-0705

LEGAL DESCRIPTION TO BE INSERTED UPON RECEIPT IAW CONDITION 23a(1 &
2) DACW63-2-18-0705

ENVIRONMENTAL CHECKLIST

1. REAL PROPERTY TRANSACTION: The U.S. Army Corps of Engineers proposes to issue Easement No. DACW63-2-18-0705, which will grant Collin County, Texas, a perpetual road easement right-of-way, for the extension of Park Boulevard eastward from FM 2514, at Lavon Lake, Texas.

a. A COMPREHENSIVE RECORDS SEARCH was conducted which included a review of the following areas:

- 1) Real Estate Division files;
- 2) Real Estate Division maps;
- 3) Lavon Lake Master plan;
- 4) Operations Division files;
- 5) Environmental Review Guide for Operations (ERGO).

b. INTERVIEWS WERE CONDUCTED with the following: U.S. Army Corps of Engineers Lavon Lake Manager, Mr. Michael Kinard, and Collin County Special Projects Manager, Mr. Jeff Durham, on 6 August 2018.

c. A SITE INVESTIGATION was performed by Mr. Kinard on 6 August 2018, which consisted of a visual inspection of the area.

2. STATEMENT OF FINDINGS

a. COMPREHENSIVE RECORDS SEARCH SUMMARY

A complete search of the District files which pertain to the proposed easement area was made as stated in 1.a. above. The records search revealed no other evidence of any hazardous substance being stored, released or disposed of on the property involved. The operating plans and historical records also showed no other evidence of any activity which would have contaminated the property with hazardous substances.

b. SITE INVESTIGATION SUMMARY

A site investigation of the proposed easement area was made as stated in 1.c. above. This visual inspection revealed no unusual odors, stained soils, stressed vegetation, suspicious seepage, manmade land features, unnatural surface features or other evidence that would indicate the presence of hazardous wastes. Based on this inspection it was determined no hazardous substance has been stored, released or disposed of on the property involved. Project personnel have no other knowledge of past activities which might have created a hazardous situation.

Prepared By: BRYAN E. BERRY
Realty Specialist, Management and Disposal Branch

Date

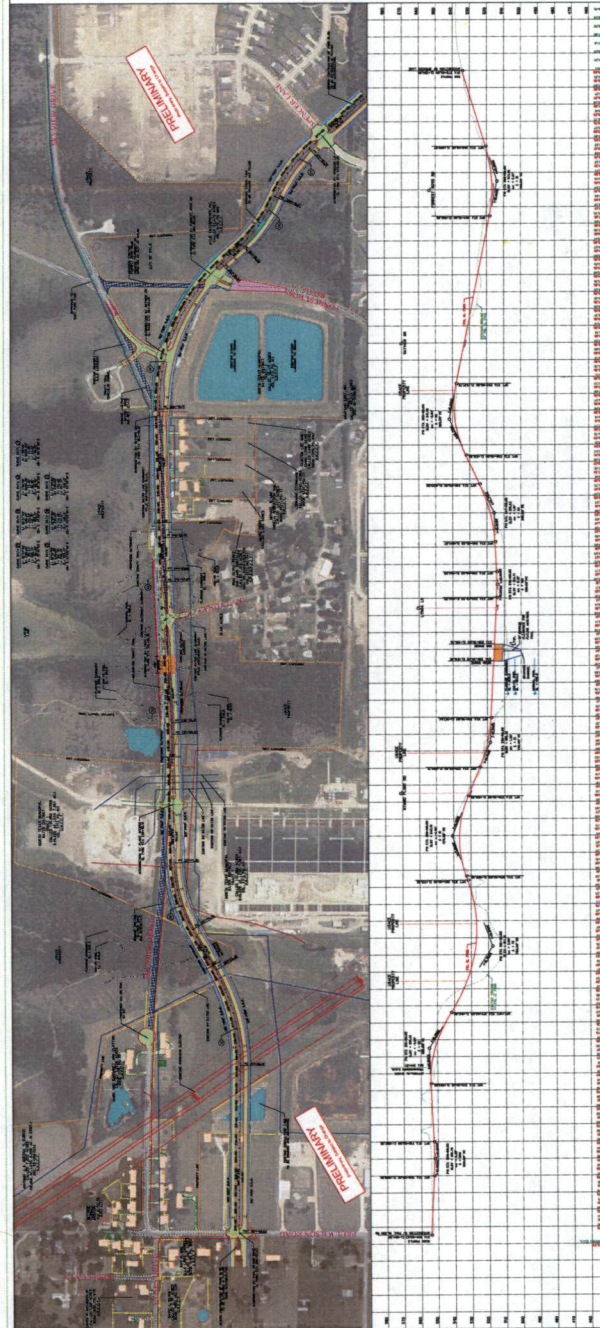
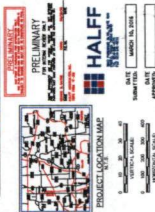
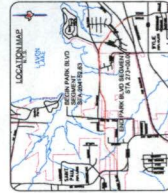
Approved By: ROCKY D. LEE
District Chief, Real Estate Division
Real Estate Contracting Officer

Date

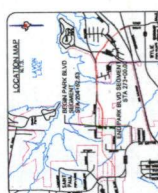
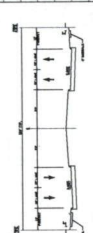
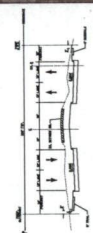
Figure
COLLIN COUNTY PHASE 2
PARK BLVD
DESIGN SCHEMATIC
FROM PAUL WILSON ROAD TO SPENCER LANE
WYLLIE, TEXAS
NOVEMBER 2015
BOL 1 OF 1



SEGMENT LENGTH	1-3 MILS (THIS SHEET)
FUNCTIONAL	MAJOR PHOSPHORE
CLASSIFICATION	CTYPE: B0
DESIGN	SPEED
PARK	45 MPH
LAVER	30 MPH
WATER	20 MPH
FOREST	15 MPH



3. FOR ADDITIONAL LITERATURE, SEE BAKER'S LISTED FIELD SURVEY, ALBANY, VERMONT, AND NATIONAL PLANTS, BUT ALL OTHERS RELY ON FIELD SURVEY.
4. PAGES, LINES, PROPERTY NAMES, AND SURVEYORS' NAMES ARE LISTED IN THE FIRST COLUMN, SURVEY, LOTS, AND THEIR SURVEYS.
5. REFERENCES ARE TO NUMBER, PAGE OF BOOK, P. NO., SUFFIX AFTER NUMBER.
6. ALL NAMES ARE TYPE 2.
7. SPECIAL SURVEYS, SUCH AS FIELDS AND LAND TRAILS, ARE LISTED IN THE FIRST COLUMN, AND SURVEYORS' NAMES IN LAST.
8. VERIFIED BOOKS, SUCH AS BAKER'S, ARE LISTED IN THE FIRST COLUMN, AND SURVEYORS' NAMES IN LAST.
9. UNVERIFIED BOOKS, SUCH AS BAKER'S, ARE LISTED IN THE FIRST COLUMN, AND SURVEYORS' NAMES IN LAST.

[illegible]



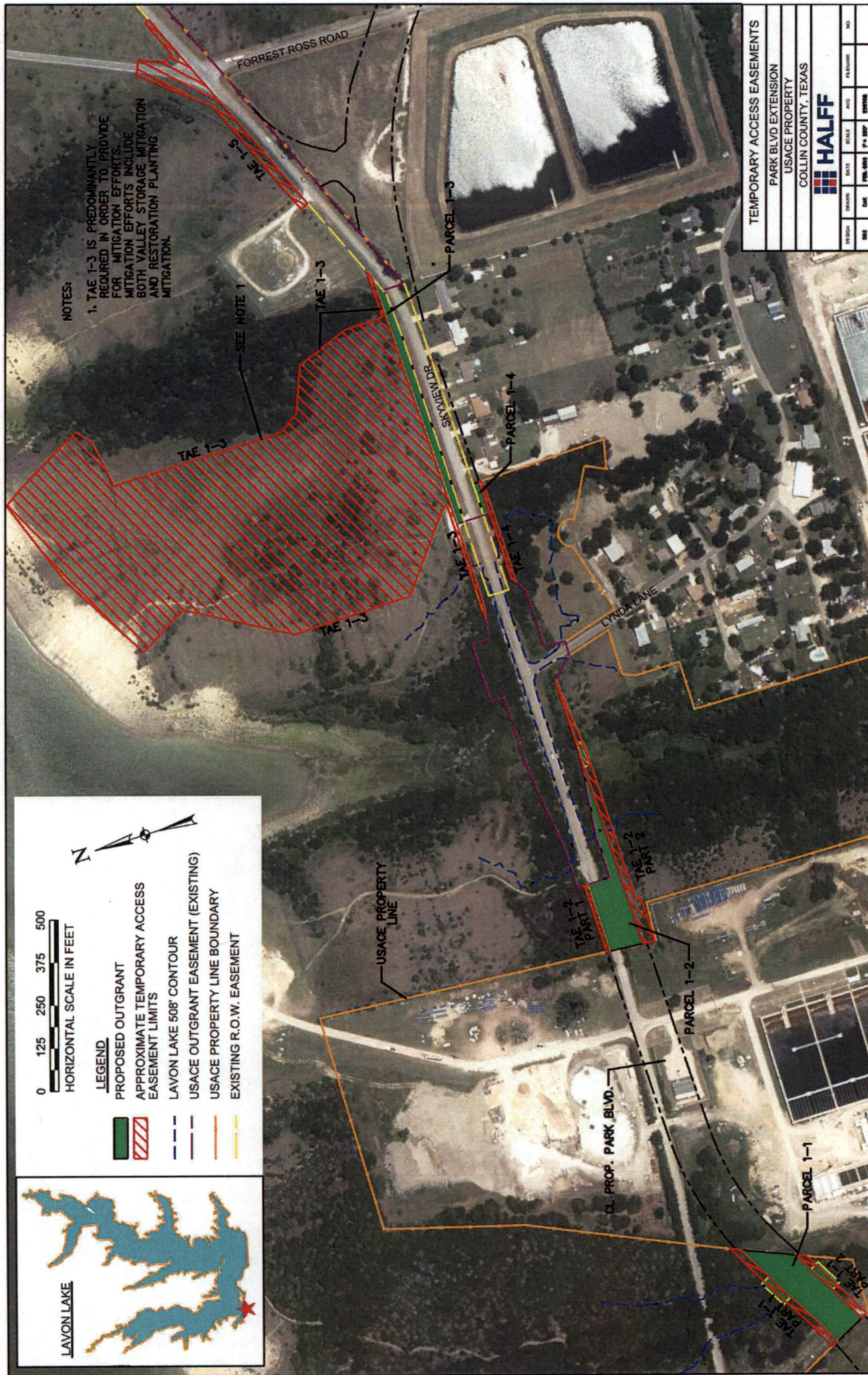
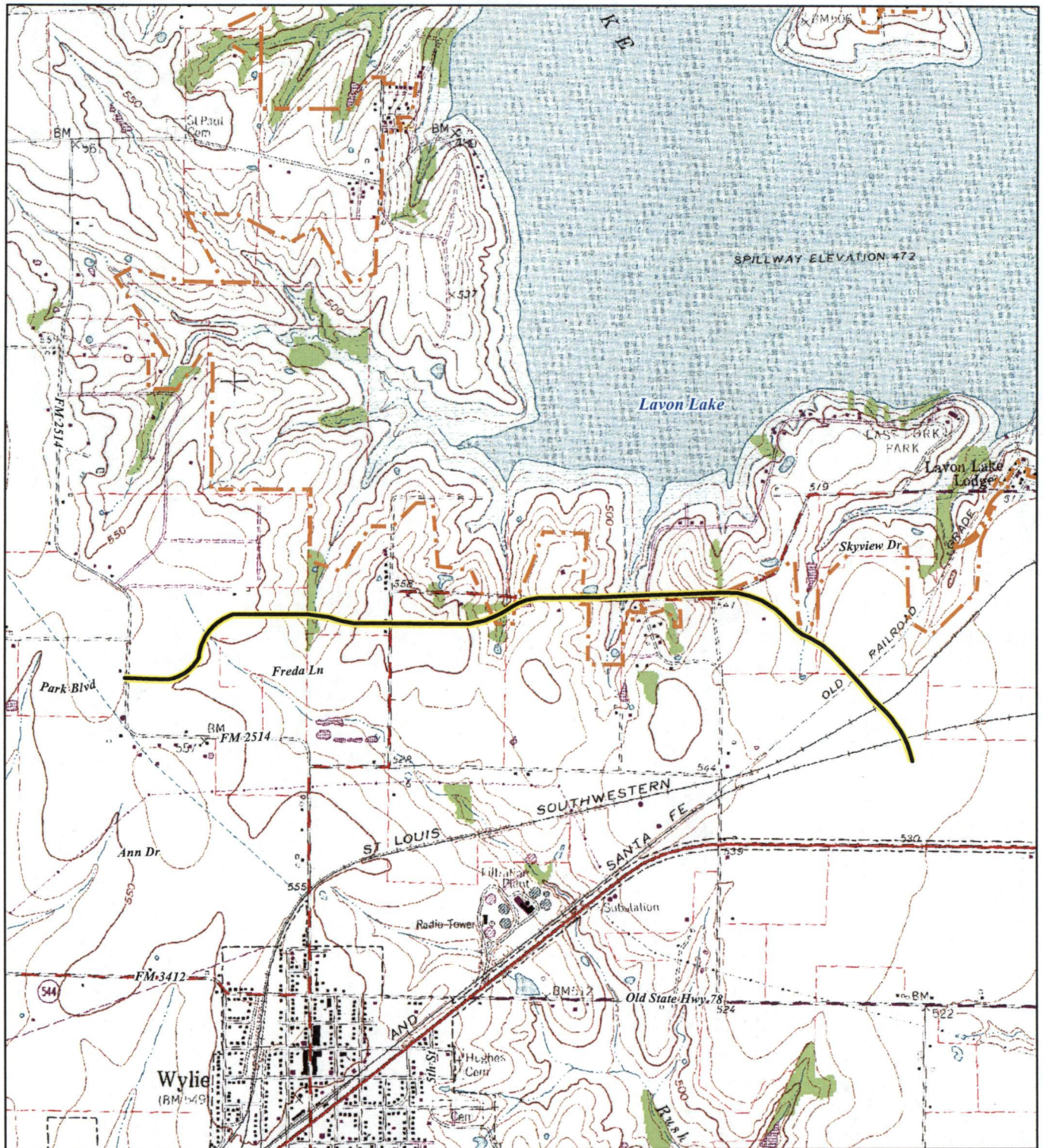
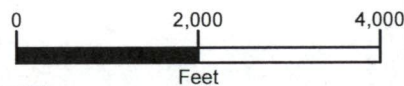


Figure 6



Legend

- Proposed Project Alignment
- - - USACE Property Boundary

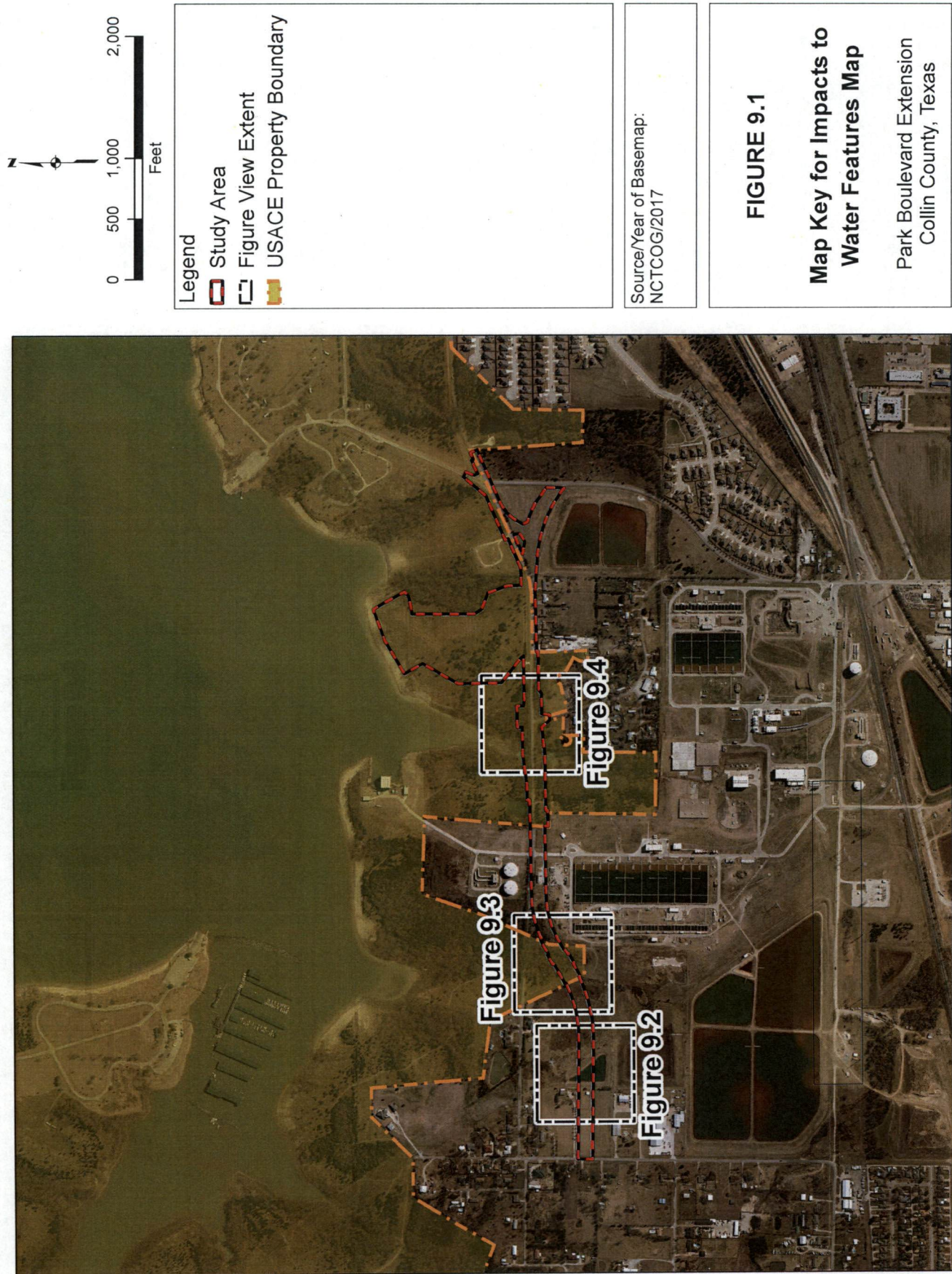


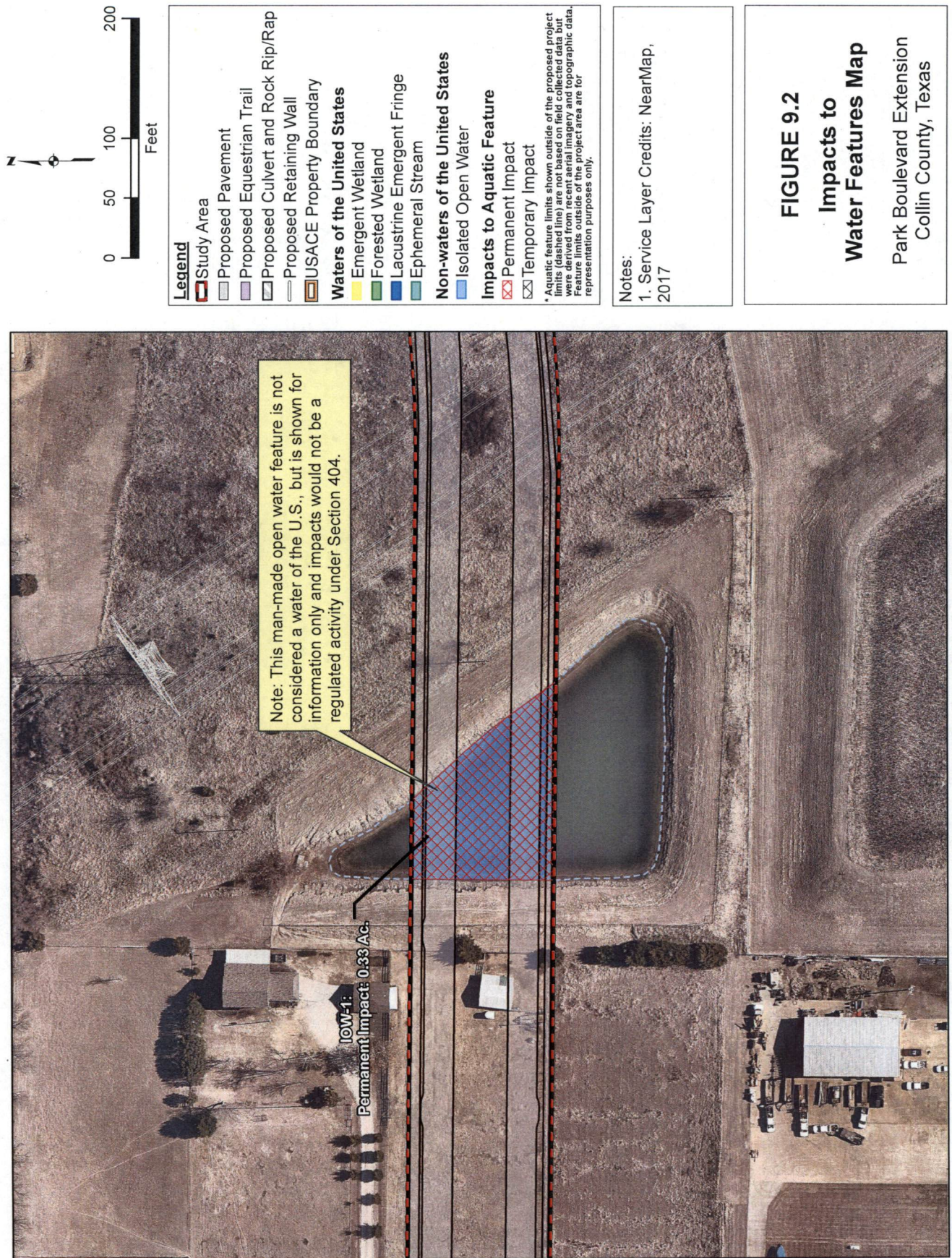
Source: USGS 24K Topographic Quadrangle Map for Wylie, TX

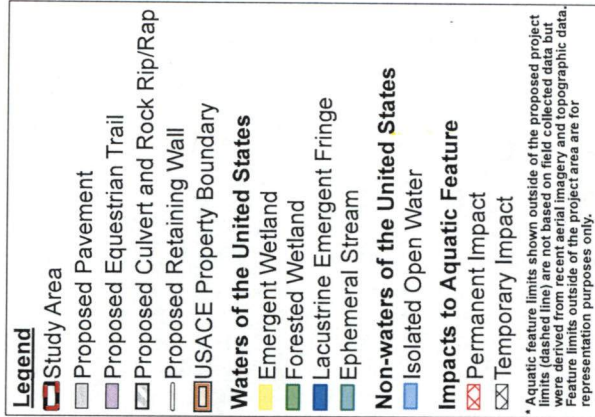
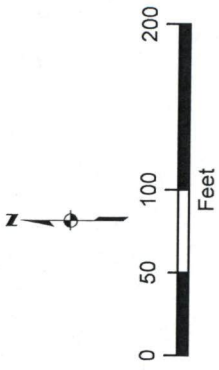
Figure 8

Proposed Project on USGS Topographic Map

Park Boulevard Extension
Collin County, Texas



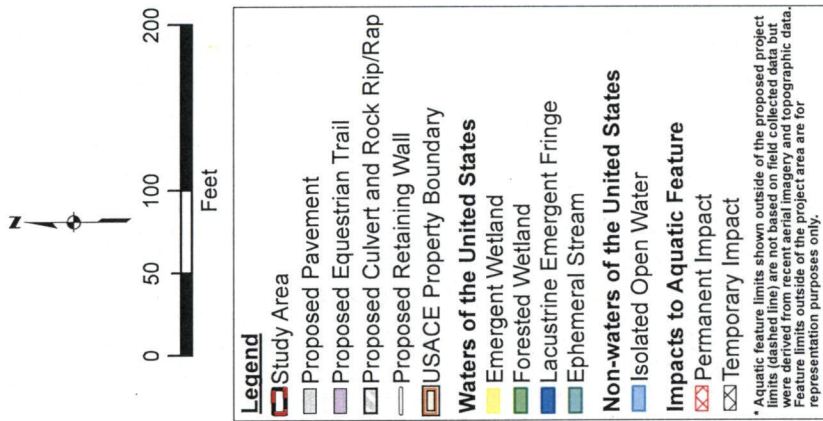




Notes:
1. Service Layer Credits: NearMap, 2017

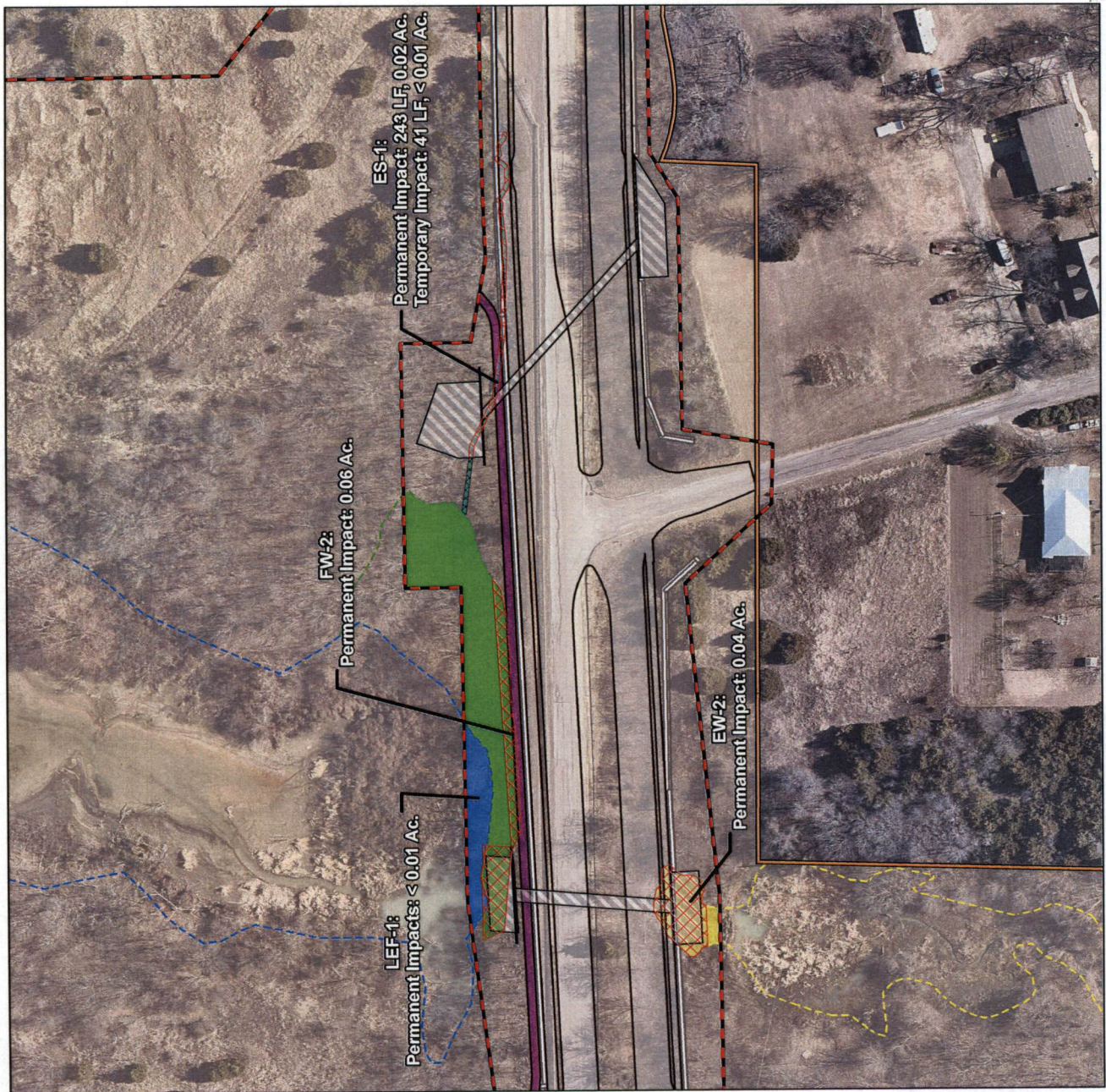
FIGURE 9.3
Impacts to
Water Features Map
Park Boulevard Extension
Collin County, Texas

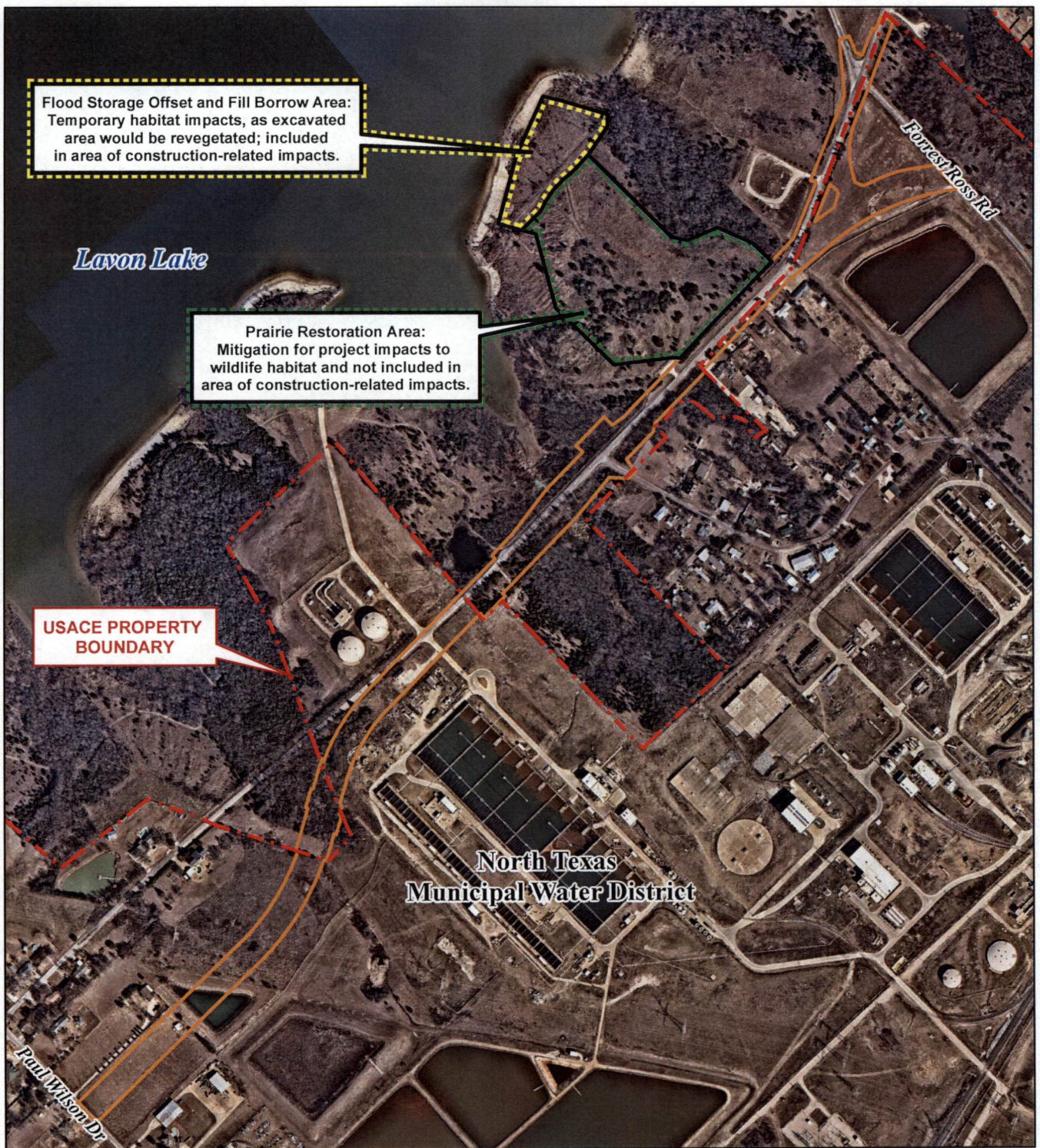




Notes:
1. Service Layer Credits: NearMap, 2017

FIGURE 9.4
Impacts to
Water Features Map
Park Boulevard Extension
Collin County, Texas





LEGEND

Habitat/Land Cover Study Area



0 600 1,200
SCALE IN FEET

Source/Year of Aerial Photograph:
NearMap / 2017

Figure 10.1
Habitat/Land Cover
Study Area on Aerial

Park Boulevard Extension
Collin County, Texas

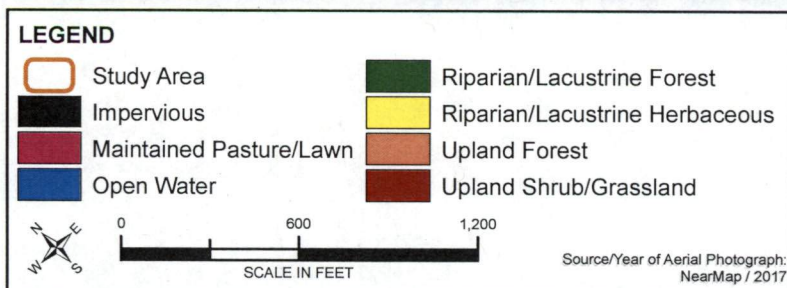


Figure 10.2
Field-Observed
Habitat/Land Cover

Park Boulevard Extension
Collin County, Texas