



20200313000367670

03/13/2020 11:20:48 AM EM 1/8

WHEN RECORDED RETURN TO:

Collin County, Texas
 2300 Bloomdale Road, Suite 4192
 McKinney, Texas 75071
 Attention: Bill Burke

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

ACCESS EASEMENT

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN	§	

That **INDEPENDENT BANK**, a Texas banking institution ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the **COLLIN COUNTY, TEXAS**, a political subdivision of the State of Texas ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain paved drives for vehicular and pedestrian access (the "Improvements"), together with all incidental improvements, in, upon and across two tracts of real property owned by Grantor as more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes, and depicted as "Part 1" and "Part 2" on Exhibit "B" attached hereto and incorporated herein for all purposes (collectively, the "Easement Property"). The Easement Property is conveyed to Grantee in its AS-IS CONDITION WITHOUT RELIANCE BY GRANTEE ON ANY REPRESENTATION OR WARRANTY WHATSOEVER FROM GRANTOR OR ITS EMPLOYEES OR AGENTS and shall be subject to any and all easements, restrictions, covenants, encumbrances or other matters

of record; provided, however, if Grantor has previously granted or taken to the Easement Property subject to any first lien mortgage or similar lien on the Easement Property, 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 to the easement granted herein.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, relocating, altering, removing and perpetually maintaining the Improvements.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantor also hereby grants to Grantee, its successors and assigns, two temporary construction easements (collectively, the "Temporary Construction Easements") of fifteen feet (15') each. The first Temporary Construction Easement runs parallel along and abuts the southeast boundary of "Part 1" of the Easement Property as described on Exhibit "A", and the second Temporary Construction Easement runs parallel along and abuts the southwest boundary of "Part 2" of the Easement Property as described on Exhibit "A" (collectively, the "Temporary Easement Property"), with rights of ingress and egress for the construction of the Improvements upon the Easement Property. The Temporary Construction Easements will automatically terminate upon completion of the Improvements (which completion shall be evidenced by any use of said Improvements by the public); provided, however, Grantee must promptly restore the

Temporary Easement Property to its previous physical condition if changed by use of the rights granted by the Temporary Construction Easements.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Property which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Improvements and/or which will affect and/or interfere, in any way, the rights granted herein. Grantor shall have the right to cross the Improvements constructed by Grantee with vehicles, pedestrians, and equipment to access Grantor's adjoining property.

Nothing contained herein shall be used or construed as a grant of any rights to the public at large.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Signature Page to Follow]

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this 6TH day of MARCH, 2020.

GRANTOR:

INDEPENDENT BANK, a Texas banking association

By: [Signature]

Name: Johnny BRATCHER

Title: Executive V-P

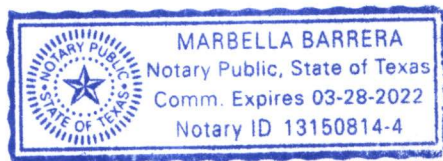
STATE OF TEXAS

§

COUNTY OF COLLIN

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This instrument was acknowledged before me on this 6 day of March, 2020, by Johnny Bratcher, the Executive V-P of **INDEPENDENT BANK**, a Texas banking association, on its behalf.

Marbella Barrera
Notary Public in and for the State of Texas

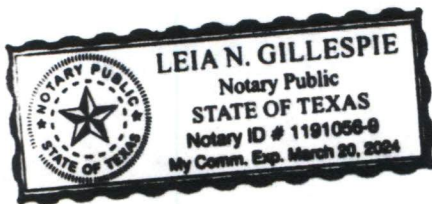
AGREED AND ACCEPTED:

COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas

By: 
Chris Hill, County Judge

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 4 day of MARCH, 2020, by Chris Hill in his capacity as County Judge of Collin County, Texas, a political subdivision of the State of Texas, on its behalf.




Notary Public in and for the State of Texas

EXHIBIT "A"
DESCRIPTION OF EASEMENT PROPERTY

BEING a 185 square foot and a 569 square foot tract of land situated in the W. H. Moore Survey, Abstract Number 638 in the Town of Lavon, Collin County, Texas, and being part of a 0.30 acre remainder of a tract of land described in Warranty Deed to First Bank, Farmersville, as recorded in Volume 5117, Page 2000, in the Deed Records of Collin County, Texas, (D.R.C.C.T), and being more particularly described in two parts by metes and bounds as follows:

PART 1

COMMENCING at the most southerly southeast corner of a called 2.39 acre tract of land described in deed as Tract 1 to Collin County, as recorded in Instrument Number 20180718000894940 (D.R.C.C.T), and on the existing north right-of way line of S.H. 78 (a variable width right-of-way), said point being on the west line of a called 1.38 acre tract of land described in Warranty Deed to First Bank, Farmersville, as recorded in Volume 4522, Page 1395 (D.R.C.C.T), and from which said point a found aluminum TxDot right-of-way monument at the southwest corner of said 1.38 acre tract bears South 00 degrees 35 minutes 58 seconds East, a distance of 14.76 feet;

THENCE North 00 degrees 35 minutes 58 seconds West, departing said north right-of-way line and with the common east line of said 2.39 acre tract and west line of said 1.38 acre tract, passing at a distance of 234.20 feet a found 1/2-inch iron rod with plastic cap (illegible text on cap) for the northwest corner of said 1.38 acre tract, and the southwest corner of said 0.30 acre remainder tract, and continuing along the east line of said 2.39 acre tract, in all a total distance of 268.85 feet to a set 1/2-inch iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap") for the POINT OF BEGINNING;

THENCE North 00 degrees 35 minutes 58 seconds West, continuing with said east line, a distance of 19.29 feet to an interior ell corner of said 2.39 acre tract, from which a "Tee" post bears South 27 degrees 57 minutes 41 seconds East, a distance of 1.47 feet;

THENCE North 89 degrees 38 minutes 42 seconds East, with the most northerly south line of said 2.39 acre tract, a distance of 19.16 feet to a set 1/2-inch iron rod with easement cap for corner;

THENCE South 44 degrees 19 minutes 13 seconds West, departing said south line and over and across said 0.30 acre remainder tract, a distance of 27.13 feet to the POINT OF BEGINNING AND CONTAINING 185 square feet or 0.0042 acres of land, more or less.

PART 2

COMMENCING at the most southerly southeast corner of a called 2.39 acre tract of land described in deed as Tract 1 to Collin County, as recorded in Instrument Number 20180718000894940 (D.R.C.C.T), and on the existing north right-of way line of S.H. 78 (a variable width right-of-way), said point being on the west line of a called 1.38 acre tract of land described in Warranty Deed to First Bank, Farmersville, as recorded in Volume 4522, Page 1395 (D.R.C.C.T), and from which said point a found aluminum TxDot right-of-way monument at the southwest corner of said 1.38 acre tract bears South 00 degrees 35 minutes 58 seconds East, a distance of 14.76 feet;


THENCE North 00 degrees 35 minutes 58 seconds West, departing said north right-of-way line and with the common east line of said 2.39 acre tract and west line of said 1.38 acre tract, passing at a distance of 234.20 feet a found 1/2-inch iron rod with plastic cap (illegible name on cap) for the northwest corner of said 1.38 acre tract, and the southwest corner of said 0.30 acre remainder tract, and continuing along the east line of said 2.39 acre tract, in all a total distance of 288.14 feet to an interior ell corner of said 2.39 acre tract, from which a "Tee" post for witness bears South 27 degrees 57 minutes 41 seconds East, a distance of 1.47 feet;

THENCE North 89 degrees 38 minutes 42 seconds East, with the most northerly south line of said 2.39 acre tract, a distance of 200.43 feet to a set 1/2-inch iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with easement cap") for the POINT OF BEGINNING;

THENCE North 89 degrees 38 minutes 42 seconds East, continuing with said south line, a distance of 34.26 feet to a set 1/2-inch iron rod with cap for corner;

THENCE South 00 degrees 44 minutes 05 seconds West, departing said common, over and across said 0.30 acre remainder tract, a distance of 33.24 feet to a set 1/2-inch iron rod with easement cap for corner;

THENCE North 45 degrees 41 minutes 28 seconds West, continuing over and across said 0.30 acre remainder tract, a distance of 47.28 feet to the POINT OF BEGINNING AND CONTAINING 569 square feet or 0.0131 acres of land, more or less.

 11/27/2019
ANDREW J. SHAFER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 5017
TBPLS FIRM NO. 10029600

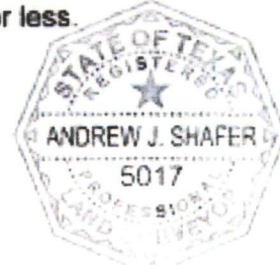
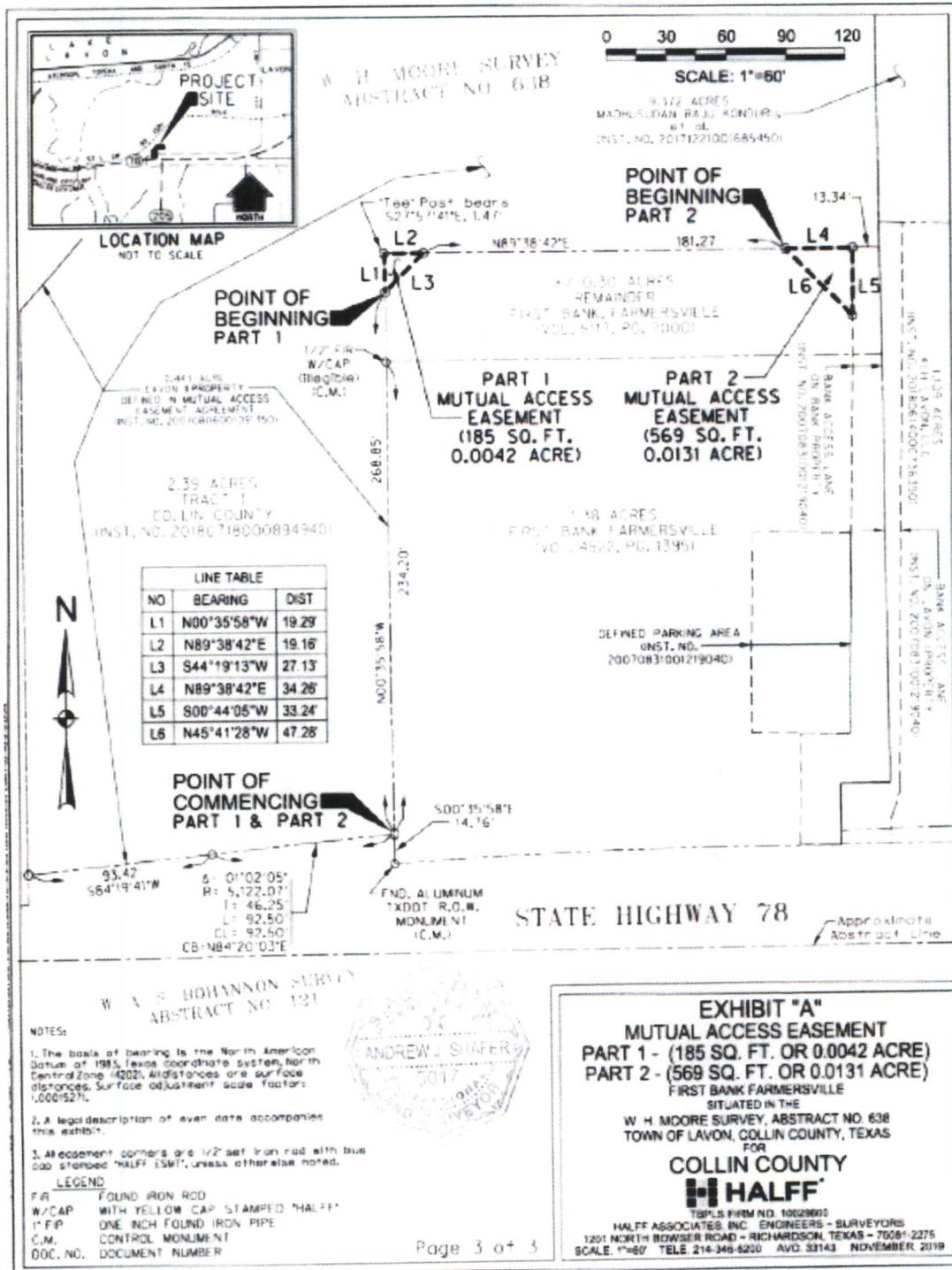


EXHIBIT "B" **DEPICTION OF EASEMENT PROPERTY**



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Filed and Recorded
 Official Public Records
 Stacey Kemp, County Clerk
 Collin County, TEXAS
 03/13/2020 11:20:48 AM
 \$.00 DKITZMILLER
 20200313000367670



Stacey Kemp