

that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this deed and 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 to the deed and the easement granted herein.

This instrument shall not be considered as a deed to the Temporary Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use the Temporary Easement Property; provided, however, that in no event shall a wall, structure or building of any type or any piling, pier or isolated footing of any wall, structure or building be placed directly on the Temporary Easement Property during the term of the Easement.

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 area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided that 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, during the term of the Easement, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the roadway or other public facilities or which will affect or interfere with, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the roadway or other public facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the roadway or other public facilities.

The Temporary Construction Easement granted herein will automatically terminate on the date that Grantee issues its final acceptance of the reuse or other public facilities in the area of the Temporary Easement Property; provided, however, that should Grantee need additional time for the Temporary Construction Easement to remain in full force and effect, Grantor shall be required to extend the date of termination of the Temporary Construction Easement.

The individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder and for all damages arising out of the construction, reconstruction, repair, operation and maintenance of reuse or other public facilities as well as all damages, if any, to Grantor's property which may occur in the future resulting from Grantee's exercise of any rights granted herein.

This instrument shall be binding on, 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.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this ____ day of _____, 2024.

GRANTOR:

FRISCO INDEPENDENT SCHOOL DISTRICT,
a political subdivision of the State of Texas

By: _____

Printed Name: _____

Its: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the _____ and duly authorized representative of **FRISCO INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas, and that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of said Frisco Independent School District.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2024.

Notary Public, State of Texas
My Commission Expires: _____

AGREED AND ACCEPTED:

CITY OF FRISCO, TEXAS

By: _____
Wesley S. Pierson, City Manager

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **WESLEY S. PIERSON**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF FRISCO, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Frisco, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2024.

Notary Public, State of Texas
My Commission Expires:_____

JOINDER OF LIENHOLDER

The undersigned, being the holder of one or more liens against the Easement Property evidenced by: *(insert lien recording information in the space below or mark as N/A)*

hereby consents to the execution of the foregoing Easement and agrees that in the event of a foreclosure of the Easement Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

_____,
a _____

By: _____

Printed Name: _____

Its: _____

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____; known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2024.

Notary Public in and for the State of _____
My commission expires: _____

Exhibit A

Legal Description and Depiction of Easement Property

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

BEING 0.967 acre of land located in Lot 1, Block A, TRENT MIDDLE SCHOOL, an addition to the City of Frisco, Denton County, Texas, according to the plat recorded in Instrument No. 2015-292, of the Plat Records of Denton County, Texas. Said 0.967 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a point at the most Northerly Northeast corner of said Lot 1, Block A, Trent Middle School, and said POINT OF BEGINNING having Texas State Plane Grid Coordinates N: 7,119,708.245 and E: 2,475,378.777;

THENCE along the East boundary line of said Lot 1 and the West right-of-way line of Coleto Creek Drive, as follows:

1. S 44° 17' 43" E 32.10 feet, to a point;
2. S 00° 51' 30" W 11.83 feet, to a point;

THENCE S 56° 38' 44" W 34.51 feet, to a point;

THENCE S 89° 33' 07" W 590.65 feet, to a point;

THENCE S 85° 44' 18" W 150.05 feet, to a point;

THENCE S 89° 32' 38" W 140.41 feet, to a point;

THENCE S 00° 06' 15" E 76.61 feet, to a point;

THENCE WEST 69.97 feet, to a point lying in the West boundary line of aforesaid Lot 1 and the East right-of-way line of Legacy Drive;

THENCE N 00° 07' 12" W 40.00 feet, along the West boundary line of said Lot 1 and the East right-of-way line of Legacy Drive, to a point;

THENCE EAST 29.98 feet, to a point;

THENCE N 00° 06' 15" W 53.90 feet, to a point;

THENCE N 44° 42' 56" E 31.76 feet, to a point;

THENCE N 89° 32' 38" E 156.49 feet, to a point;

THENCE N 85° 44' 18" E 150.02 feet, to a point;

THENCE N 89° 33' 07" E 560.55 feet, to a point;

THENCE N 62° 06' 56" E 29.78 feet, to a point;

THENCE N 89° 30' 40" E 12.00 feet, to the POINT OF BEGINNING containing 0.967 acre (42,132 square feet) of land.



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