

WR#: 3566507
PT#: _____
ER#: _____
District: _____

AERIAL EASEMENT AND RIGHT OF WAY

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

That **MCKINNEY ECONOMIC DEVELOPMENT CORPORATION**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and no/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an aerial easement and right-of-way for overhead electric supply and communications facilities, consisting of variable number of wires and cables, supporting structures and all necessary or desirable appurtenances over, through, and across Grantor's land described as follows:

SEE ATTACHED EXHIBIT "A"

Grantor recognizes that the general course of said lines or the metes and bounds description as described above is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said over-headlines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances, and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

It is understood, however, that Grantee shall have no right to erect any surface structures upon the above described easement but may overhang and use such easement with structures located adjacent to the easement area.

Grantor reserves the right to use the easement and right-of-way, provided such use shall not include the growing of trees thereon or any other use that may, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted to it.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, A.D. 2022.

McKinney Economic Development Corporation

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

STATE OF TEXAS

COUNTY OF COLLIN

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 and acknowledged to me that he/she executed the same as the act and deed of McKinney Economic Development Corporation, as the _____ thereof, and for the purposes and consideration therein expressed, in the capacity therein stated and that he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2022

Notary Public in and for the State of Texas

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 and acknowledged to me that he/she executed the same as the act and deed of McKinney Economic Development Corporation, as the _____ thereof, and for the purposes and consideration therein expressed, in the capacity therein stated and that he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2022

Notary Public in and for the State of Texas

EXHIBIT "A"

AERIAL EASEMENT

Lying and situated in the City of McKinney, the G. Fitzhugh Survey, Abstract No. 321, Collin County, Texas and being a part of that certain tract of land called 43.782 acres in a Special Warranty Deed to McKinney Economic Development Corporation recorded in Collin County Clerk Document No. 20180322000347210 and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with a yellow "TP" cap found for the northwest corner of the above described 43.782 acre tract of land and being the northwest corner of a tract of land conveyed to the City of McKinney for the right of way of Collin McKinney Parkway and Lake Forest Drive, recorded in Collin County Clerk Document No. 20210511000944950 and being 540.42 feet N 00° 30' 07" W along the east right of way line of Lake Forest Drive and its northerly prolongation from a 5/8-inch iron rod with a red "KHA" cap found; Thence S 00° 30' 07" E along the west line of said 43.782 acre tract, a distance of 74.97 feet; Thence N 89° 29' 53" E, a distance of 10.50 feet to the southwest end of a 56.66 foot long corner clip on the east right of way line of Lake Forest Drive and the POINT OF BEGINNING;

THENCE N 44° 24' 31" E, along said corner clip, a distance of 16.52 feet;

THENCE S 18° 52' 19" W, a distance of 35.16 feet to the east right of way line of Lake Forest Drive;

THENCE N 00° 30' 07" W, along said east right of way line, a distance of 21.47 feet to the POINT OF BEGINNING and containing 125.24 square feet of land more or less.

BEARINGS BASED ON THE TEXAS STATE PLANE
 COORDINATE SYSTEM NAD 83, N. CENTRAL ZONE
 NO. 4202, AS DERIVED FROM GPS OBSERVATIONS.

SCALE: 1" = 60'

POINT OF COMMENCING

5/8" IRON ROD WITH YEL.
 "TP" CAP FOUND (CM)

COLLIN MCKINNEY PARKWAY

CALLED 1.2472 AC.
 CITY OF MCKINNEY
 DOC. NO. 20210511000944950
 DEED RECORDS OF COLLIN COUNTY, TX.

POINT OF BEGINNING

125.24 S.F.
 ONCOR AERIAL
 EASEMENT

G. FITZHUGH SURVEY
 ABSTRACT NO. 321

LAKE FOREST DRIVE

540.42
 N 00°29'27" W

CALLED 43.782 AC.
 MCKINNEY ECONOMIC DEVELOPMENT CORP.
 DOC. NO. 20180322000347210
 DEED RECORDS OF COLLIN COUNTY, TX.



5/8" IRON ROD WITH RED
 "KHA" CAP FOUND (CM)

CM = CONTROLLING MONUMENT

TANGENT	BEARING	LENGTH
T1	N 89°29'53" E	10.50'
T2	N 44°24'31" E	16.52'
T3	S 18°52'19" W	35.16'
T4	N 00°30'07" W	21.47'

EXHIBIT "A"
ONCOR ELECTRIC DELIVERY CO.
AERIAL EASEMENT
IN THE CITY OF MCKINNEY, TEXAS
COLLIN COUNTY, TEXAS

CORNERSTONE SURVEYING, INC

200 WEST MARSHALL

P.O BOX 699, PALMER, TEXAS 75152

TEL. (972) 845-2505 ~ FAX. (972) 845-2455

FIRM NO. 100215-00

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