

AFTER RECORDING RETURN TO:

City Secretary
City of McKinney
P.O. Box 517
McKinney, Texas 75069

RECIPROCAL PARKING AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS RECIPROCAL PARKING AGREEMENT (this "Parking Agreement") is made and executed to be effective as of the _____ day of _____ 2022, by the City of McKinney, Texas, a Texas municipal corporation ("the City") and the Prosper Independent School District (the "District" or "PISD").

WHEREAS, The City owns the tract of land situated in the City of McKinney, Collin County, Texas, legally described as:

Lot 1, Block X, The Highlands at Westridge Phase 4, an Addition to the City of McKinney, Collin County, Texas, (the "Park Tract"),

WHEREAS, PISD owns the tract of land situated in the City of McKinney, Collin County, Texas, legally described as:

Lot 1, Block W, the Highlands at Westridge Phase 4, an Addition to the City of McKinney, Collin County, Texas (the "District Tract").

WHEREAS, the City of McKinney frequently works with school districts situated within the City's corporate limits to obtain neighborhood park sites adjacent to school sites and often-times install playground equipment and park facilities at such neighborhood park sites to provide a greater public benefit through such cooperation; and

WHEREAS, school districts situated within the City's corporate limits also cooperate with the City to allow access to a school's parking areas and playground equipment and across the school site to City-owned neighborhood park sites to provide a greater public benefit through such cooperation; and

WHEREAS, the Park Tract and the District Tract are abutting and adjoining tracts of land (the "Properties"); and

WHEREAS, the City requires that the various uses within the City's corporate limits including schools provide sufficient off-street parking spaces to accommodate the amount of traffic volume anticipated for each such use based on a combination of conditions including by example, and not by way of limitation, the type of use involved, the square footage of the structure's floor space, the maximum occupancy of the structure, or the number of tables and chairs for customers that are contained in the structure; and

WHEREAS, the District Tract needs an additional ten foot (10') wide strip of land along its eastern property line, which property line is the abutting and adjoining property line with the Park Tract, in order to construct the required number of parking spaces; and

WHEREAS, the City and PISD have maintained an ongoing mutual benefit of sharing parking spaces between City neighborhood parks and PISD elementary schools; and

WHEREAS, the peak usage for parking for park patrons is during the evening and weekend hours when the PISD learning center being constructed on the District Tract is typically closed; and

WHEREAS, The City and the District have agreed to bind and obligate the Park Tract and the District Tract one to the other to share parking spaces in order to provide sufficient parking for all the collective uses contained on the Properties.

NOW THEREFORE, for and in consideration of the foregoing and the benefits provided to each of the Properties, the receipt of which benefit is hereby acknowledged, the City and the District do hereby agree, as follows:

Section 1. Recitals

The foregoing recitals are found to be true and correct and are fully incorporated into the body of this Parking Agreement and become a part hereof.

Section 2. Parking Privilege

The City and the District desire to establish a shared parking agreement by and between the District Tract and the Park Tract that will allow (i) a portion of the required parking spaces for the PISD learning center to be located partially on the Park Tract, and (ii) the utilization of parking spaces located in whole or in part on the District Tract for patrons of the Park Tract. This Parking Agreement is subject to all matters of record and previously existing uses that may be situated upon and within the Park Tract.

Section 3. Amendment.

This Parking Agreement shall not be amended, modified, or revised in any way, shape, form, or manner nor shall its provisions be countermanded or rescinded by any other form or fashion in the absence of the express prior written approval of the City and the PISD.

Section 4. Binding Effect.

This Parking Agreement shall be binding upon and shall inure to the benefit of the owners of the Properties together with their respective representatives, successors, and assigns.

Section 5. Change in Use.

The City and the District specifically understand and agree that this Parking Agreement may be used by the District to satisfy in part the City's requirements regarding the provision of necessary off-street parking facilities. District understands and agrees that upon the occurrence of any change in ownership or change in use of the District Tract to a non-PISD use shall result in the automatic revocation of this Parking Agreement and the necessity to remove the parking spaces encroaching upon the Park Tract and the restoration of the Park Tract as nearly as possible to its pre-construction state. In this regard it is specifically understood and acknowledged that this Parking Agreement does not act as a waiver or variance of any law, regulation or requirement of the United States, the State of Texas, the County of Collin or the City of McKinney, Texas.

Section 6. Remedies.

In addition to any and all other remedies available to the parties regarding any breach or violation of this Parking Agreement, the City shall have the further right to revoke the Certificate of Occupancy for the then existing use(s) on the Properties that were altered or used in violation of this Parking Agreement.

EXECUTED to be effective on this the _____ day of _____, 2022.

CITY OF MCKINNEY, TEXAS, a Texas
municipal corporation

By: _____
Paul G. Grimes
City Manager

ATTEST:

By: _____
EMPRESS DRANE
City Secretary
JOSHUA STEVENSON
Deputy City Secretary

**PROSPER INDEPENDENT SCHOOL
DISTRICT**


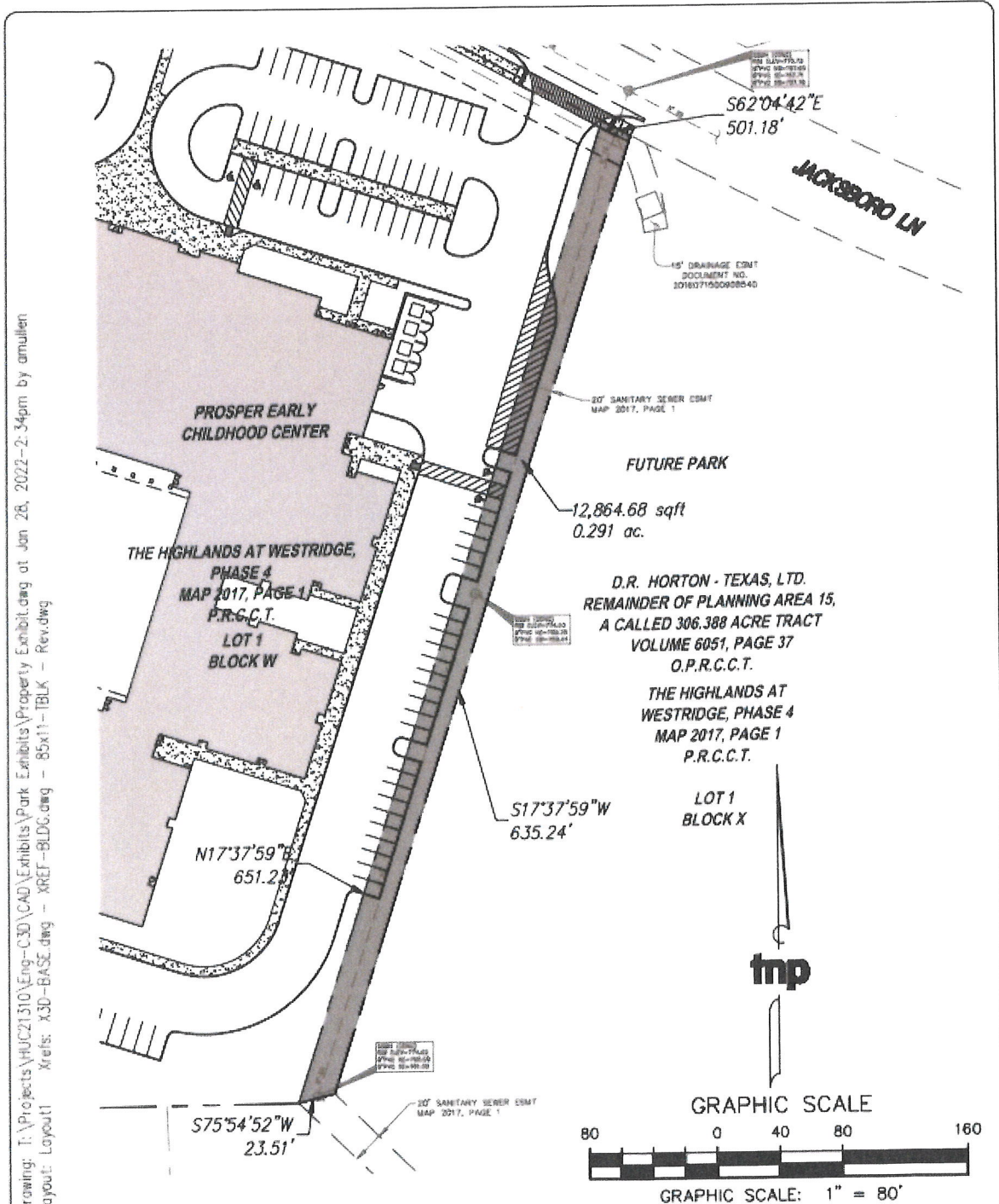
By:  _____
Dr. Greg Bradley
Deputy Superintendent

EXHIBIT A
Location of Shared Parking Spaces



Drawing: T:\Projects\HUC21310\Eng-C3D\CAD\Exhibits\Park Exhibits\Property Exhibit.dwg at Jan 26, 2022-2:34pm by amullen
 Layout: Layout1 Xrefs: X3D-BASE.dwg - XREF-BLDG.dwg - 85x11-TBLK - Rev.dwg

teague nall and perkins, inc 5337 N. Riverside Drive, Suite 100 Fort Worth, Texas 76137 817.336.5772 ph www.tnps.com <small>TS-PLS: ENGR F-235 SLURV 10011600, 10011501, 10104381 GA-PLS: PEP00431, TX-06, 88 2673</small>	Scale Units 1"=80' Date N/A Date JAN 2022		City of McKinney, Texas PROSPER EARLY CHILDHOOD CENTER	tnp project HUC21310 sheet 1
			PROPERTY EXHIBIT	