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AFTER RECORDING, RETURN TO:

Vinay Patel, Esq.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, TX 75201

ACCESS AND MAINTENANCE EASEMENT AGREEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

§

§

THAT, the undersigned, MCKINNEY FAIRWAYS, LLC, a Texas limited liability company, hereinafter referred to as "Grantor", for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) paid to Grantor by McKINNEY GREENS HOA, hereinafter referred to as "Grantee", and in further consideration of the covenants made herein by Grantor, the receipt and sufficiency of which are hereby acknowledged and confessed, has this day GRANTED and CONVEYED and by these presents do hereby GRANT and CONVEY unto said Grantee, its successors and assigns, a perpetual, nonexclusive, fifty (50) foot easement (the "Easement") in, upon and across the Real Property, such Easement being more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference;

WHEREAS, Grantor is the owner of certain real property, including improvements thereon, located in the City of McKinney, Collin County, Texas, commonly known as "Greens at McKinney Golf Course" (the "Real Property"), which Real Property being more particularly described in **Exhibit "A"**, attached and incorporated herein by reference;

WHEREAS, the Real Property consists of common areas of the residential subdivision generally known as "The Greens of McKinney" (the "Residential Subdivision"), which Residential Subdivision is managed by Grantee;

WHEREAS, certain aspects of the Residential Subdivision's irrigation system and equipment are physically located on and installed within the Real Property;

WHEREAS, in order to maintain the Residential Subdivision's common areas, Grantee has requested the right to enter upon and perform necessary maintenance and/or repairs to the irrigation system and equipment physically located on and installed within the Real Property located within the Easement; and

WHEREAS, Grantor desires to allow Grantee, including its authorized vendors, access to the Easement for the purpose of performing necessary maintenance and/or repairs to the irrigation system and equipment.

NOW, THEREFORE, for and in consideration of the recitals herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and unconfessed, Grantor and Grantee hereby agree as follows:

1. This Access and Maintenance Easement Agreement shall be for the right and limited purpose of performing maintenance and repairs to Grantee's irrigation system and equipment located

within the Easement. Grantee shall use reasonable care in and repair any damage to Grantor's property resulting from the exercise of such easement right.

2. Grantor, its successors and assigns, shall not construct or place, either temporarily or permanently, any additional structure or improvement within the Easement which will impact Grantee's ability to perform the contemplated maintenance and repairs, without the prior written consent of the Grantee.

3. Grantee covenants and agrees to be responsible for its irrigation system and equipment, including maintenance, repair, replacement and upkeep of same, located within the Easement and assumes responsibility for any damages to person, property or otherwise which may result from the existence of the Easement or actions by Grantee's or Grantee's agents, representatives, employees, invitees, and contractors.

4. Grantor represents and warrants that it is the sole owner of the Easement.

5. Nothing contained in this Access and Maintenance Easement Agreement or any other agreement between Grantor and Grantee is intended to create a joint venture between or among any of them and any implication to the contrary is hereby expressly disavowed. This Access and Maintenance Easement Agreement does not create a joint enterprise, nor does it appoint either the Grantor or Grantee as an agent of another for any purpose whatsoever.

6. Neither Grantor nor Grantee may collect, and each waives the right to collect, any special, consequential, indirect, punitive, statutory and other damages from the other, other than actual, direct damages. Furthermore, any recourse against the other with respect to any obligation, responsibility, undertaking, duty or liability of any kind or nature under or in connection with this Access and Maintenance Easement Agreement, whether liquidated, unliquidated, claimed, or adjudged, is limited to the assets of the breaching party as an entity, and no other person or entity whatsoever has any liability whatsoever, direct, indirect, contingent, or otherwise, in connection therewith.

7. All notices, requests, approvals, consents, and other communications required or permitted under this Access and Maintenance Easement Agreement must be in writing and are effective:

(a) on the business day sent if (i) sent by fax prior to 5:00 p.m. Dallas, Texas time, (ii) the sending fax generates a written confirmation of sending, and (iii) a confirming copy is sent on the same business day by one of the other methods specified below;

(b) on the next business day after delivery, on a business day, to a nationally recognized overnight courier service for prepaid overnight delivery;

(c) three (3) days after being deposited on a business day in the United States mail, certified, return receipt requested, postage prepaid; or

(d) on the date of delivery (or, if delivery is refused, the date of the first attempted delivery) if delivered by any method other than the methods specified above;

in each instance addressed to the applicable party at the following addresses, or to any other address a party may designate by ten (10) days' prior notice to the other party (provided that no party may designate more than two (2) such addresses):

To Grantor: McKinney Fairways, LLC

c/o Lynd Residential Properties
8000 IH 10 West
Suite 1200
San Antonio, TX 78230

To Grantee: McKinney Greens HOA
c/o SBB Management Company
8360 Lyndon B Johnson Fwy.
Suite 300
Dallas, TX 75243

8. The easements and access herein granted and all rights and obligations of Grantor and Grantee shall run with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and permitted assigns.

[Signatures on following pages]

EXECUTED this 22 day of September, 2016.

GRANTOR:

MCKINNEY FAIRWAYS, LLC,
a Texas limited liability company

By: LRP Golf Partners, LP,
a Texas limited partnership,
its Member

By: LRP Golf Partners Management, LLC,
a Texas limited liability company,
its General Partner

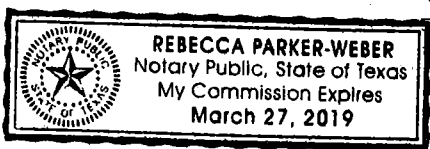
By: [Signature]
Michael J. Lynd, President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Michael J. Lynd, the President of LRP Golf Partners Management, LLC, a Texas limited liability company, the General Partner of LRP Golf Partners, LP, a Texas limited partnership, the Member of McKinney Fairways, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 22nd day of September, 2016.

[Signature]
Notary Public, State of Texas



GRANTEE:

MCKINNEY GREENS HOA,
a Texas non-profit corporation

By: Linda S. Hooper
Title: President, McKinney Greens HOA

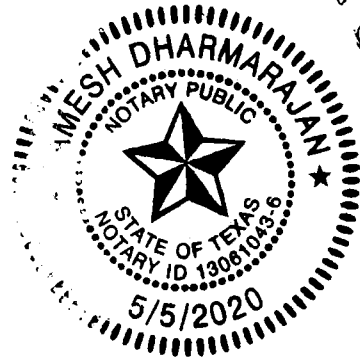
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Linda S. Hooper, duly elected President of McKinney Greens HOA, a Texas non-profit corporation, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 27th day of September, 2016.

[Signature]
Notary Public, State of Texas

(RAMESH
DHARMARAJAN)
Notary
Public



My Commission
Expires
05/05/2020

EXHIBIT "A"

REAL PROPERTY

TRACT I:

Lots 1 and 3, in Block A, of The Greens of McKinney, Section 2, an addition to the City of McKinney, Collin County, Texas, according to the Map or Plat thereof recorded in/under Volume 2008, Page 171, Map/Plat Records, Collin County, Texas.

SAVE AND EXCEPT: That portion thereof conveyed from McKinney Fairways, LLC to The City of McKinney, by instrument dated 9/29/11, filed 10/3/11, recorded in/under Doc. No. 20111003001048690, Real Property Records, Collin County, Texas.

TRACT II:

Lot 2R1, in Block A, of The Greens of McKinney, Section 3, an addition to the City of McKinney, Collin County, Texas, according to the Map or Plat thereof recorded in/under Volume 2008, Page 194, Map/Plat Records, Collin County, Texas.

TRACT III:

Easement Estate as created and defined by that certain Cross-Easement Agreement, dated 4/1/08, by and between The Greens at McKinney Phase IA, LP and The Greens at McKinney Phase IB, LP and McKinney Corners, LP and McKinney Golf, LP, filed 4/3/08, recorded in/under Doc. No. 20080403000397200, Real Property Records, Collin County, Texas.

TRACT IV:

Easement Estate as created and defined by that certain Easement for Golf Course, dated 2/29/08, by and between McKinney Greens, L.P. and McKinney Golf, L.P., filed 4/3/08, recorded in/under Doc. No. 20080403000397220, Real Property Records, Collin County, Texas. As affected by Partial Release of Easement for Gold Course, filed 10/3/11, recorded in/under Doc. No. 20111003001048710, Real Property Records, Collin County, Texas.

TRACT V:

Easement Estate as created and defined by that certain Declaration of Restrictive Covenants and Easement Agreement, dated 4/1/08, by and between McKinney Corners, L.P., The Greens at McKinney, Phase IA, L.P., The Greens at McKinney, Phase IB, L.P. and McKinney Golf, L.P., filed 4/3/08, recorded in/under Doc. No. 20080403000397190, Real Property Records, Collin County, Texas.

EXHIBIT "B"

EASEMENT

LEGAL DESCRIPTION

1.332 Acres

BEING a tract of land situated in the S. McFarland Survey, Abstract No. 558, City of McKinney, Collin County, Texas and being a portion of Lot 1, Block A of the Minor Plat of Lots 1, 2 & 3, Block A, The Greens of McKinney, Section 2, according to the Minor Plat thereof recorded in Volume 2006, Page 171 of the Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the southeast corner of Lot 11, Block A of the Greens of McKinney, Phase 2, according to the plat thereof recorded in Volume 2006, Page 178 of the Plat Records of Collin County, Texas, common to the northeast corner of Common Area A-2, said Block A of the Greens of McKinney, Phase 2, being on the westerly line of said Lot 1;

THENCE departing the easterly line of said Block A of the Greens of McKinney, Phase 2, and the westerly line of said Lot 1, and crossing said Lot 1, the following courses:

North 88°56'12" East, a distance of 50.00 feet to a point for corner;

South 1°03'48" East, being 50 feet east of and parallel with the westerly line of said Lot 1, a distance of 528.01 feet to a point for corner;

South 38°28'11" East, being 50 feet northeast of and parallel with the southwesterly line of said Lot 1, a distance of 615.36 feet to a point for corner;

South 51°31'49" West, a distance of 50.00 feet to the northwest corner of Lot 30, said Block A of the Greens of McKinney, Phase 2, common to the northeast corner of Common Area A-4, said Block A of the Greens of McKinney, Phase 2, being on the southwesterly line of said Lot 1, from which a 1/2 inch iron rod with plastic cap stamped "ILL" found for witness bears North 57°52' East, 0.4 feet, and a 1/2 inch iron rod with plastic cap stamped "DAA" found for corner bears South 38°28'11" East, 214.83 feet;

THENCE North 38°28'11" West, along the southwesterly line of said Lot 1 and the northeasterly line of said Block A of the Greens of McKinney, Phase 2, a distance of 632.29 feet to a point for corner, from which a 1/2 inch iron rod found for witness bears North 59°08' East, 0.3 feet;

THENCE North 1°03'48" West, along the westerly line of said Lot 1 and the easterly line of said Block A of the Greens of McKinney, Phase 2, a distance of 544.94 feet to the **POINT OF BEGINNING** and containing 1.332 acres (58,015 square feet) of land, more or less.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

PRELIMINARY

THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

SYLVIANA GUNAWAN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6461
5750 GENESIS COURT, SUITE 200
FRISCO, TEXAS 75034
PH. 972-335-3580
sylviana.gunawan@kimley-horn.com

EXHIBIT "A"
50' IRRIGATION EASEMENT
LOT 1, BLOCK A
THE GREENS OF MCKINNEY,
SECTION 2
S. McFARLAND SURVEY, ABSTRACT NO. 558
CITY OF MCKINNEY, COLLIN COUNTY, TEXAS

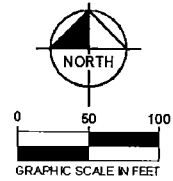
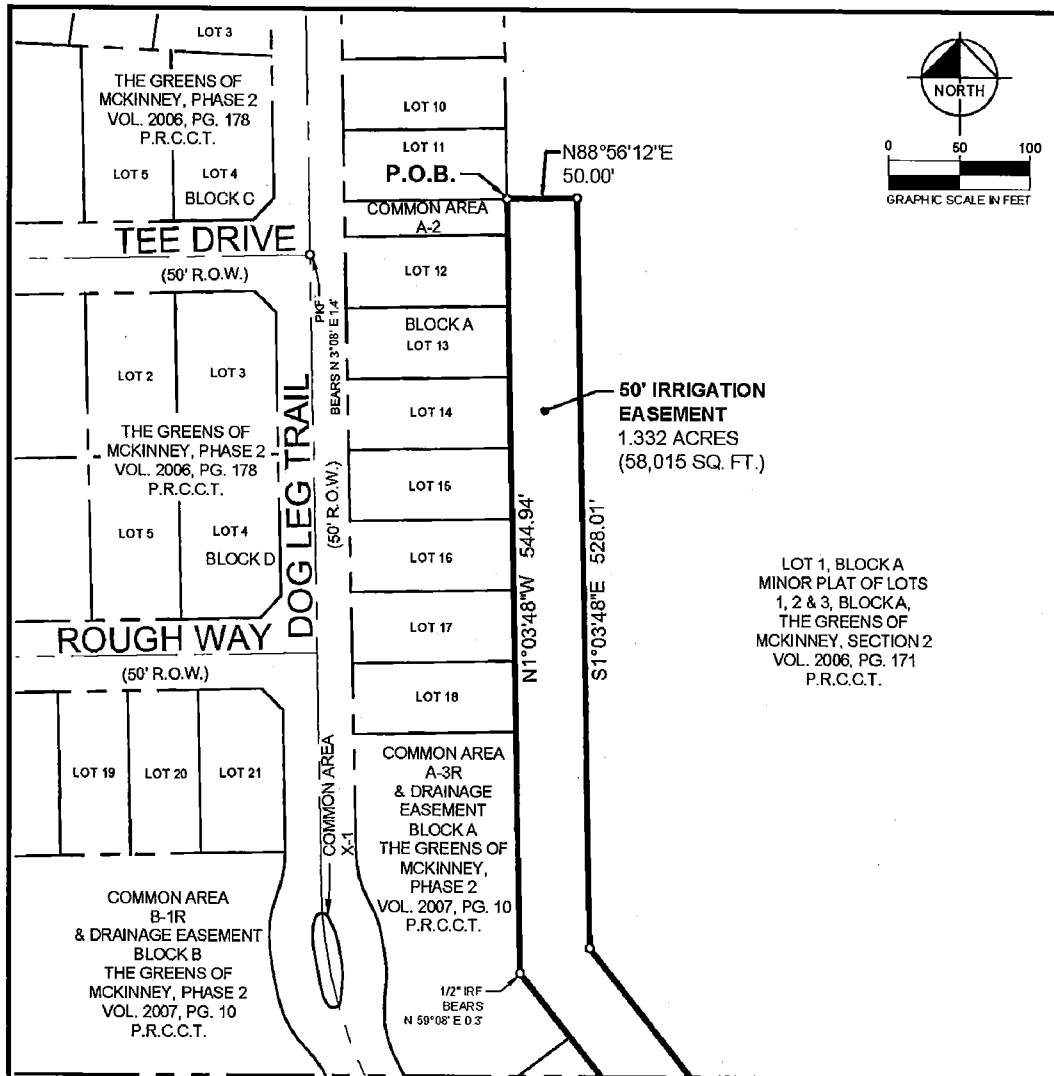
Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034 FIRM # 10183822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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LOT 1, BLOCK A
MINOR PLAT OF LOTS
1, 2 & 3, BLOCK A,
THE GREENS OF
MCKINNEY, SECTION 2
VOL. 2006, PG. 171
P.R.C.C.T.

EXHIBIT "A"
50' IRRIGATION EASEMENT
LOT 1, BLOCK A
THE GREENS OF MCKINNEY,
SECTION 2
S. McFARLAND SURVEY, ABSTRACT NO. 558
CITY OF MCKINNEY, COLLIN COUNTY, TEXAS

NOTES
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

LEGEND
P.O.B. = POINT OF BEGINNING
IRFC = IRON ROD W/CAP FOUND
PKF = PK NAIL FOUND
XF = X CUT FOUND
P.R.C.C.T. = PLAT RECORDS OF COLLIN COUNTY, TEXAS

Kimley»Horn
6750 Genesis Court, Suite 200
Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SG	KHA	09/13/2018	087125008	2 OF 3

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