

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 DRIVER'S LICENSE NUMBER.

CITY OF CARROLLTON PARKING LOT EASEMENT

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON §

This **CITY OF CARROLLTON PARKING LOT EASEMENT** (the “**Easement**”) is entered into effective as of the ____ day of _____, 2025, by and between **HOLY COVENANT UNITED METHODIST CHURCH**, (whether one or more natural persons or legal entities (“**Grantor**”) and **THE CITY OF CARROLLTON, TEXAS**, of the County of Denton, State of Texas, a municipal corporation (“**Grantee**”).

That, Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, to the undersigned in hand paid by Grantee, the receipt of which is hereby acknowledged and confessed, and the further benefits to be derived by remaining property as a result of projected public improvements, has granted, sold and conveyed, and by these presents does grant, sell and convey to the Grantee, whose address is 1945 East Jackson Road, Carrollton, Texas 75006, the receipt and sufficiency of which is hereby acknowledged, a non-exclusive easement for vehicular and pedestrian access and parking including for construction, operation, maintenance and repair, over, under, through, across, and along all that certain lot, tract, or parcel of land (the “**Easement Area**”) situated in the County of Denton, State of Texas, described as follows, to-wit:

The Parcel described and shown in Exhibit “A”, being attached hereto and made apart hereof for all purposes.

This Easement is being granted to Grantee solely for the purpose of Grantee erecting on the Easement Area a public parking lot for the parking of vehicles, and Grantee shall make the improvements on such grade and according to such plans and specifications as are approved in writing by Grantor. The payment of the purchase price for the easement herein conveyed shall be considered full compensation for same, and for any diminution in value that may result to remaining property by virtue of project proximity thereto, grade, alignment, utility installation, or the alteration of drainage patterns and facilities.

This Easement is being granted to Grantee subject to the following covenants and conditions which are binding upon the Grantee: (a) Grantee shall construct and install, at Grantee’s sole cost and expense, the parking lot, paving, lighting, and landscaping facilities (the “**Parking Lot and Facilities**”) in a good and workmanlike manner, in compliance with all applicable laws, and in accordance with the plans approved by Grantor, (b) Grantee will complete construction of the Parking Lot and Facilities (the “**Work**”) within ninety (90) days after commencement of construction, (c) Grantee will timely pay contractors for the Work and will obtain recordable lien waivers from such contractors and provide copies of same to Grantor, (d) Grantee shall indemnify,

defend and hold harmless Grantor from any and all liens, claims, costs and expenses in connection with the Work, and will have any liens filed in connection with the Work released within thirty (30) days after notice of such lien filing, (e) Grantee will maintain the Easement Area and Parking Lot and Facilities in a good, clean, and operable condition at all times, with regular cleaning at least weekly, and (f) Grantee shall maintain commercial general liability insurance on the Parking Lot and Facilities in the amount of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and Grantor shall be an additional insured on such policy, a copy of which policy Grantee shall provide to Grantor upon request.

The duration of this Easement herein granted shall be ten (10) years from the date this agreement is recorded. The term of the Easement may be extended for two (2) additional ten (10) year terms, however Grantee must give Grantor written notice of its election to extend the term of the easement at least six (6) months prior to the scheduled expiration date of the easement or such easement will expire on such date. If the easement does not continue to be used for a public purpose the easement will terminate, and the Easement Area will be returned to the Grantor in a good, clean and usable condition. Notwithstanding anything to the contrary contained herein, during either of the two (2) ten (10) year extension terms, Grantor shall have the right to elect, upon six (6) months prior notice to Grantee, to terminate this Easement effective on the date six months after such notice; provided, Grantor must pay Grantee a pro rata portion of the purchase price of the Easement calculated as the purchase price multiplied times a fraction the numerator of which is the remainder of time left on the Easement (including the 2 option periods) over the denominator being the full 30 year period of the Easement assuming the two (2) option periods were exercised.

Notwithstanding anything to the contrary contained herein, this Easement is non-exclusive and Grantee shall have the right to use the Easement Area in conjunction with the use by the public pursuant to this Easement; provided, Grantor and Grantee acknowledge and agree that (a) Grantee shall not schedule or permit the scheduling of events requiring or allowing the use of the Easement Area by the public on or before twelve o'clock noon Central Standard Time on Sundays, and (b) Grantor may reserve the Easement Area for the exclusive use of Grantor by written notice to Grantee at least ten (10) days in advance for a total of no more than twelve (12) days per calendar year.

If Grantee fails to perform its obligations under this Easement within 15 days following delivery of notice from Grantor to Grantee, then in addition to its other rights and remedies, the Grantor shall be entitled to cure such default and perform the obligations of Grantee; provided, however, if such failure cannot through the exercise of reasonable diligence be cured within such 15 days, a default shall not be deemed to have occurred so long as Grantee commences to cure such default within such 15-day period and diligently prosecutes same to completion within thirty (30) days. In the event that such default has been cured by Grantor in accordance with the previous sentence, within thirty (30) days following Grantor's demand to Grantee including paid invoices, Grantee shall reimburse Grantor for all actual costs and expenses (together with interest thereon at the lesser of 15% per annum or the highest interest rate allowed by applicable law) incurred by the Grantor in connection with the cure of such default. Additionally, in the event that Grantee fails to cure the default within sixty (60) days after written notice from Grantor to Grantee, Grantor may elect to terminate this Easement by written notice to Grantee.

Should one or more of the Grantor(s) herein be natural persons and not joined by the respective spouse, it is conclusively presumed that the land herein conveyed is not the residence or business homestead of such Grantor(s) and that the undersigned has full authority to sign individually. Should one or more of the Grantor(s) herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such party has been duly and legally authorized to so sign. **Prior to this Parking Lot Easement being submitted to the City, Grantor shall obtain consent from all lienholders/mortgagees. The lienholder/mortgagee shall provide their consent and subordination in writing below. If the lienholder signature block is left blank and no partial release is provided, Grantor represents that, to the best of their knowledge, there are no lienholders or mortgagees on the property. Grantor also acknowledges that the City has relied upon such representation.**

TO HAVE AND TO HOLD the same, subject to all matters of record, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, its successors and assigns forever, mortgagees, or successors, to warrant and forever defend, all and singular the said easement unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof by, through our under Grantor, but not otherwise.

****REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**
SIGNATURES AND ACKNOWLEDGMENTS ON NEXT PAGE**

EXECUTED this _____ day of _____, 2025

GRANTOR

HOLY COVENANT UNITED METHODIST CHURCH

By: _____

Name: _____

Title: _____

GRANTEE

THE CITY OF CARROLLTON, TEXAS

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the _____ day of _____, 2025,
by _____, _____, of

Holy Covenant United Methodist Church, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE _____ day of _____, 2025.

[Seal]

Notary Public
State of Texas

My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me on the _____ day of _____, 2025,
by _____, _____, of

The City of Carrollton, Texas, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE _____ day of _____, 2025.

[Seal]

Notary Public
State of Texas

My Commission Expires:

After Recording, Please Return To:
City of Carrollton
Legal Department
1945 E. Jackson Road
Carrollton, Texas 75006

EXHIBIT “A”

Legal Description and Depiction of Easement Area





13621 HWY. 110 S.
TYLER, TX 75707
(903) 939-8860
FIRM ID 10122800

EXHIBIT "A"
PAGE 1 OF 3

**CITY OF CARROLLTON, TEXAS
PARKING LOT EASEMENT
UNITED METHODIST CHURCH
DENTON COUNTY, TEXAS**

**METES AND BOUNDS DESCRIPTION FOR
0.428 OF AN ACRE PARKING LOT EASEMENT
HARRISON H. HILL SURVEY, ABSTRACT No. 599
DENTON COUNTY, TEXAS**

BEING 0.428 of an acre of land situated in the Harrison H. Hill Survey, Abstract Number 599, of Denton County, Texas and being a part of Lot 1, Block 5, of Woodlake Addition No. 4, as shown on a plat, recorded in Volume 10, Page 6 of the Plat Records of Denton County, Texas, said 0.428 of an acre Parking Lot Easement to be more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod (found), for the southeast corner of the herein described 0.428 of an acre Parking Lot Easement, same being an east corner of the above referenced Lot 1, also being located at the intersection of Paxton Drive and Peters Colony Road, and being the beginning of a curve to the right whose functions are as follows: Radius: 510.88 feet, Chord Length: 101.63 feet, Chord Bearing: South 49°59'50" West;

THENCE with the above mentioned curve to the right, for an arc length of 101.80 feet, to a 1/2 inch iron rod (set), with plastic cap marked "RMC 5384" for the southwest corner of the herein described 0.428 of an acre Parking Lot Easement, same being located on a southeast boundary line of the above mentioned Lot 1, and being located in the north right-of-way of Peters Colony Road;

THENCE North 37°30'35" West, for a distance of 23.31 feet, to a 1/2 inch iron rod (set), with plastic cap marked "RMC 5384", for a south corner of the herein described 0.428 of an acre Parking Lot Easement;

THENCE North 52°29'25" East, for a distance of 12.40 feet, to a 1/2 inch iron rod (set), with plastic cap marked "RMC 5384", for a south corner of the herein described 0.428 of an acre Parking Lot Easement;

THENCE North 47°31'27" West, for a distance of 141.41 feet, to a 1/2 inch iron rod (set), with plastic cap marked "RMC 5384", for a south corner of the herein described 0.428 of an acre Parking Lot Easement;

THENCE North 74°47'38" West, for a distance of 16.84 feet, to a 1/2 inch iron rod (set), with plastic cap marked "RMC 5384", for the northwest corner of the herein described 0.428 of an acre Parking Lot Easement;

THENCE North 11°22'49" East, for a distance of 44.55 feet, to a 1/2 inch iron rod (set), with plastic cap marked "RMC 5384", for a west corner of the herein described 0.428 of an acre Parking Lot Easement;

THENCE North 79°59'24" West, for a distance of 8.56 feet, to a 1/2 inch iron rod (set), with plastic cap marked "RMC 5384", for a west corner of the herein described 0.428 of an acre Parking Lot Easement;

THENCE North 10°00'36" East, for a distance of 42.58 feet, to a 1/2 inch iron rod (set), with plastic cap marked "RMC 5384", for the northeast corner of the herein described 0.428 of an acre Parking Lot Easement, same being located on a north boundary line of said Lot 1, also being located in the south right-of-way of Paxton

PAGE 2 OF 3 – PARKING LOT EASEMENT

Drive, and being the beginning of a curve to the right whose functions are as follows: Radius: 126.64 feet, Chord Length: 75.75 feet, Chord Bearing: South 64°48'43" East;

THENCE with the above mentioned curve to the right, for an arc length of 76.93 feet, to a 1/2 inch iron rod (found), with plastic cap marked "HENNESSEY 3740" for a north corner of the herein described 0.428 of an acre Parking Lot Easement, same being a north corner of said Lot 1, and being located in the south right-of-way of Paxton Drive;

THENCE South 47°35'45" East, for a distance of 171.24 feet, back to the place of beginning and containing 0.428 of an acre of land.

Bearings, distances, and coordinates are based on the Texas Coordinate System, North Central Zone, North American Datum of 1983 and were derived from GPS observations using the Leica GNSS Network and OPUS solutions. The values were collected in the North America Datum of 1983 (2011) using Geoid 12-B.

See plat, prepared even date.

I, R. L. McCrary, Registered Professional Land Surveyor, do hereby certify that the above description was prepared from a survey made on the ground under my supervision during the 5th day of April, 2024.

GIVEN UNDER MY HAND AND SEAL, this the 11th day of April, 2024.

R. L. McCrary

R. L. McCrary
Registered Professional
Land Surveyor No. 5384



EXHIBIT "A"
Page 3 of 3

BEARINGS, DISTANCES, AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. DATA WAS DERIVED FROM GPS OBSERVATIONS USING THE LEICA GNSS NETWORK AND FROM OPUS SOLUTIONS. THE VALUES WERE COLLECTED IN NAD 83 (2011 GEOID 12B).

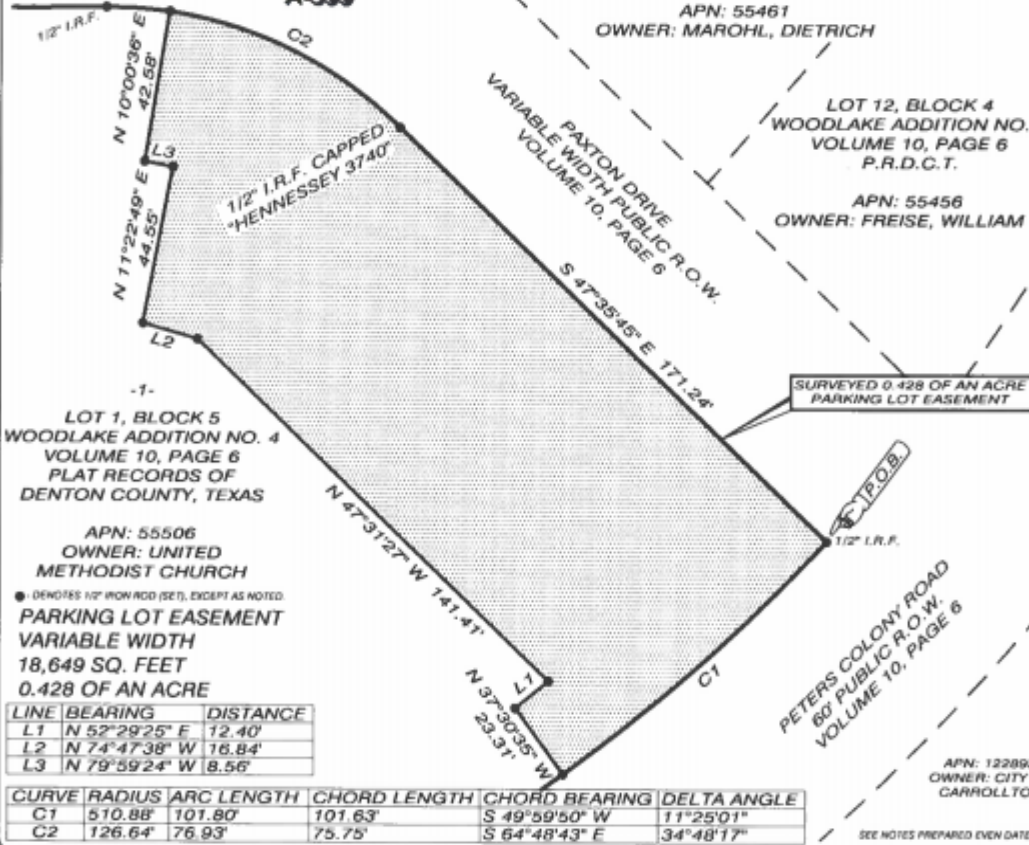
LOT 13, BLOCK 4
WOODLAKE ADDITION NO. 4
VOLUME 10, PAGE 6
P.R.D.G.T.

**HARRISON H. HILL SURVEY
A-599**

APN: 55461
OWNER: MAROHL, DIETRICH

LOT 12, BLOCK 4
WOODLAKE ADDITION NO. 4
VOLUME 10, PAGE 6
P.R.D.G.T.

APN: 55456
OWNER: FREISE, WILLIAM D



LOT 1, BLOCK 5
WOODLAKE ADDITION NO. 4
VOLUME 10, PAGE 6
PLAT RECORDS OF
DENTON COUNTY, TEXAS

APN: 55506
OWNER: UNITED
METHODIST CHURCH

● DENOTES 1/2" ROW ROAD (SEE), EXCEPT AS NOTED

**PARKING LOT EASEMENT
VARIABLE WIDTH
18,649 SQ. FEET
0.428 OF AN ACRE**

LINE	BEARING	DISTANCE
L1	N 52°29'25" E	12.40'
L2	N 74°47'38" W	16.84'
L3	N 79°59'24" W	8.56'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	510.88'	101.80'	101.63'	S 49°59'50" W	11°25'01"
C2	126.64'	76.93'	75.75'	S 64°48'43" E	34°48'17"

SEE NOTES PREPARED EVEN DATE.

PLAT LEGEND

- PARKING LOT EASEMENT
- TRACT BOUNDARY

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

BY: *R. L. McCrary* APRIL 11, 2024



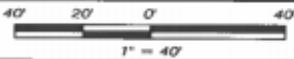
**RMC
SURVETING**
13621 HWY. 110 S.
TYLER, TX. 75707
(903) 939-8860
FIRM ID 10122800

REVISIONS

NO.	DATE	DESCRIPTION
A	4/11/2024	ISSUED FOR REVIEW

ACREAGE

PARKING LOT EASEMENT
VARIABLE WIDTH
18,649 SQ. FEET
0.428 OF AN ACRE



DRAWING FILE NAME: CITY OF CARROLLTON, TEXAS
SURVEY DATE: APRIL 5, 2024
PLAT COMPLETION DATE: APRIL 11, 2024

TOTAL ACREAGE
0.428 OF AN ACRE

**CITY OF CARROLLTON, TEXAS
EXHIBIT PLAT
SHOWING
PARKING LOT
EASEMENT
HARRISON H. HILL SURVEY, A-599
DENTON COUNTY, TEXAS**

OWNER: **UNITED
METHODIST CHURCH**

REV. **A**