

WAIVER OF RIGHT TO ENFORCE RESTRICTIVE COVENANT AGREEMENT

This Waiver of Right to Enforce Restrictive Covenant Agreement (this “Waiver”) is made and entered into by and between Collin County Community College District, a community college district organized and existing under the laws of the State of Texas (the “District”), Celina Development North, LLC, a Texas limited liability company (“Celina Development”), and Bluewood Phase 1, LLC, a Texas limited liability company (“Bluewood Phase 1”), to be effective as of the Effective Date (hereinafter defined).

WHEREAS, the District and The George White Family Limited Partnership, a Texas limited partnership (“George White”), entered into that certain Restrictive Covenant Agreement dated effective August 14, 2009 and recorded August 18, 2009 as Document No. 20090818001039840 (the “Agreement”), relating to certain land located in Collin County, Texas as more particularly described in the Agreement.

WHEREAS, George White subsequently conveyed the Owner Property to Celina Development. Celina Development subsequently conveyed a portion of the Owner Property described in Exhibit A attached hereto and made a part hereof (the “CISD Property”) to Celina Independent School District and Celina Development subsequently conveyed a portion of the Owner Property to Bluewood Phase 1.

WHEREAS, as provided in the Agreement, the Owner Property shown with hashed lines on Exhibit “B” of the Agreement shall be restricted to residential uses, with neighborhood commercial uses being allowed adjacent to County Road 88 (the “Use Restriction”).

WHEREAS, the CISD Property is intended to be used for elementary school purposes.

WHEREAS, the parties hereto desire to waive their right to enforce the Use Restriction against the owner of the CISD Property as provided herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the parties hereby agree as follows:

1. Use of Owner Property. Notwithstanding anything to the contrary in the Agreement, provided the CISD Property is used as an elementary school the parties hereto waive their rights to enforce the Use Restriction with respect to the CISD Property.

2. Notices. The Owner’s address in Paragraph 4 of the Agreement is hereby deleted and replaced with the following:

To Celina Development and Bluewood Phase 1: Celina Development North, LLC and Bluewood Phase 1, LLC
c/o Hillwood Development Company, LLC
3000 Turtle Creek Boulevard
Dallas, Texas 75219
Attn: Brian Carlock
Fax: (972) 201-2959
Email: Brian.Carlock@Hillwood.com

With copy to: Hillwood Development Company, LLC
3000 Turtle Creek Boulevard
Dallas, Texas 75219
Attn: Michele Ringnald
Fax: (972) 201-2889
Email: Michele.Ringnald@Hillwood.com

3. Miscellaneous.

(a) Capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement.

(b) In all other respects, the terms of the Agreement remain unchanged and in full force and effect.

(c) The District, Celina Development, and Bluewood Phase 1 acknowledge and agree that there are no unwritten, oral agreements between the parties.

(d) In the event of any conflict between the meaning of any provision of this Waiver and any provision of the Agreement, the provisions of this Waiver shall control.

(e) All the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

(f) This Waiver may be executed in multiple counterparts, each of which will be considered an original for all purposes, but which taken together will constitute one and the same instrument.

(g) The "Effective Date" shall be the date of recording this Waiver in the Real Property Records of Collin County, Texas.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Waiver in multiple copies, each of which shall be deemed to be an original, on the dates set forth below.

THE DISTRICT:

COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2017, by _____, as _____ of Collin County Community College District, on behalf of said district.

NOTARY PUBLIC, State of Texas

CELINA DEVELOPMENT:

CELINA DEVELOPMENT NORTH, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, _____ of Celina Development North, LLC, a Texas limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC, State of Texas

BLUEWOOD PHASE 1, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____,
2017, by _____ as _____ of Bluewood Phase 1, LLC, a Texas
limited liability company, on behalf of such limited liability company.

Notary Public, State of Texas

Exhibit "A"

CISD Property

BEING, a tract of land situated in the John Cahill Survey, Abstract No. 171 and the Shelby Glass Survey, Abstract No. 346, Collin County, Texas, and being a tract of land as described in instrument to Celina Development North, LLC, as recorded in Document No. 20160324000349770 of the Official Property Records of Collin County, Texas (O.P.R.C.C.T), and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northeast corner of a 90.0 foot wide right-of-way as shown on The Carter Ranch, Phase IIA, an addition to the City of Celina, recorded under Cabinet 2007, Page 292 of the Map Records Collin County, Texas, and being on the west line of said Celina Development North tract;

THENCE, departing the west line of the George White Family tract over and across the Celina Development North tract, North 89 degrees 21 minutes 24 seconds East a distance of 28.35 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the left having a central angle of 24 degrees 53 minutes 51 seconds, a radius of 143.00 feet, a chord bearing of North 76 degrees 54 minutes 29 seconds East, a chord distance of 61.65 feet;

THENCE, along said curve to the left an arc distance of 62.14 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a reverse curve to the right having a central angle of 36 degrees 32 minutes 19 seconds, a radius of 319.50 feet, a chord bearing of North 83 degrees 10 minutes 51 seconds East, a chord distance of 200.32 feet;

THENCE, along said curve to the right an arc distance of 203.75 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" at the POINT OF BEGINNING;

THENCE, North 00 degrees 33 minutes 04 seconds West a distance of 782.80 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 26 minutes 56 seconds East a distance of 358.85 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 30 degrees 00 minutes 00 seconds, a radius of 225.00 feet, a chord bearing of South 75 degrees 33 minutes 04 seconds East, a chord distance of 116.47 feet;

THENCE, along said curve to the right an arc distance of 117.81 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 60 degrees 33 minutes 04 seconds East a distance of 260.59 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 26 degrees 42 minutes 38 seconds, a radius of 225.00 feet, a chord bearing of South 47 degrees 11 minutes 45 seconds East, a chord distance of 103.94 feet;

THENCE, along said curve to the right an arc distance of 104.89 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 34 degrees 11 minutes 36 seconds East a distance of 117.68 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 09 degrees 16 minutes 24 seconds West a distance of 14.52 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a non-tangent curve to the left having a central angle of 43 degrees 53 minutes 46 seconds, a radius of 560.00 feet, a chord bearing of South 30 degrees 16 minutes 44 seconds West, a chord distance of 418.62 feet;

THENCE, along said curve to the left an arc distance of 429.03 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 50 degrees 20 minutes 57 seconds West a distance of 29.23 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a non-tangent curve to the left having a central angle of 21 degrees 38 minutes 55 seconds, a radius of 632.50 feet, a chord bearing of South 81 degrees 39 minutes 36 seconds West, a chord distance of 237.56 feet;

THENCE, along said curve to the left an arc distance of 238.98 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 70 degrees 50 minutes 08 seconds West a distance of 163.43 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 16 degrees 05 minutes 18 seconds, a radius of 143.00 feet, a chord bearing of South 78 degrees 52 minutes 47 seconds West, a chord distance of 40.02 feet;

THENCE, along said curve to the right an arc distance of 40.15 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a compound curve to the right having a central angle of 22 degrees 12 minutes 03 seconds, a radius of 334.50 feet, a chord bearing of North 81 degrees 58 minutes 32 seconds West, a chord distance of 128.80 feet;

THENCE, along said curve to the right an arc distance of 129.61 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a reverse curve to the left having a central angle of 07 degrees 40 minutes 29 seconds, a radius of 319.50 feet, a chord bearing of North 74 degrees 42 minutes 45 seconds West, a chord distance of 42.76 feet;

THENCE, along said curve to the left an arc distance of 42.80 feet to the POINT OF BEGINNING and CONTAINING 12.00 acres of land, more or less.