

Subject: Marilee SUD Celina ISD Waterline Easement
Date: Wednesday, April 11, 2012 9:08 AM
From: Matthew Whitman <matthew@texaslandprofessionals.com>
To: Donny O'Dell <donyodell@celinaisd.com>

Donny,

Thank you for returning my call yesterday. Texas Land Professionals works with the Marilee Special Utility District helping to obtain the easements necessary to maintain their water distribution lines in Celina. TxDot is in the process of widening SH 289, and Marilee SUD needs to relocate some of their distribution lines to resolve conflicts with the new right of way.

TxDot has slightly increased their right of way (a "corner clip") at the intersection of SH289 and CR 105, and the water district needs to reconfigure its lines at that intersection to conform with the new property lines. The new waterlines will be installed approximately ten feet (10') off the property line per the attached exhibit. It is Marilee's intent to repair or replace fences, driveways, and objects damaged by the installation to equal or better condition that existing prior to the lines being relocated.

I have attached a standard waterline easement for review and signature. Please have the easement signed where indicated, have notarized, and return by either fax or e-mail. The originals should be sent to:

Texas Land Professionals, Inc.
410 W. Grand Parkway South, Suite 390
Katy, TX 77494

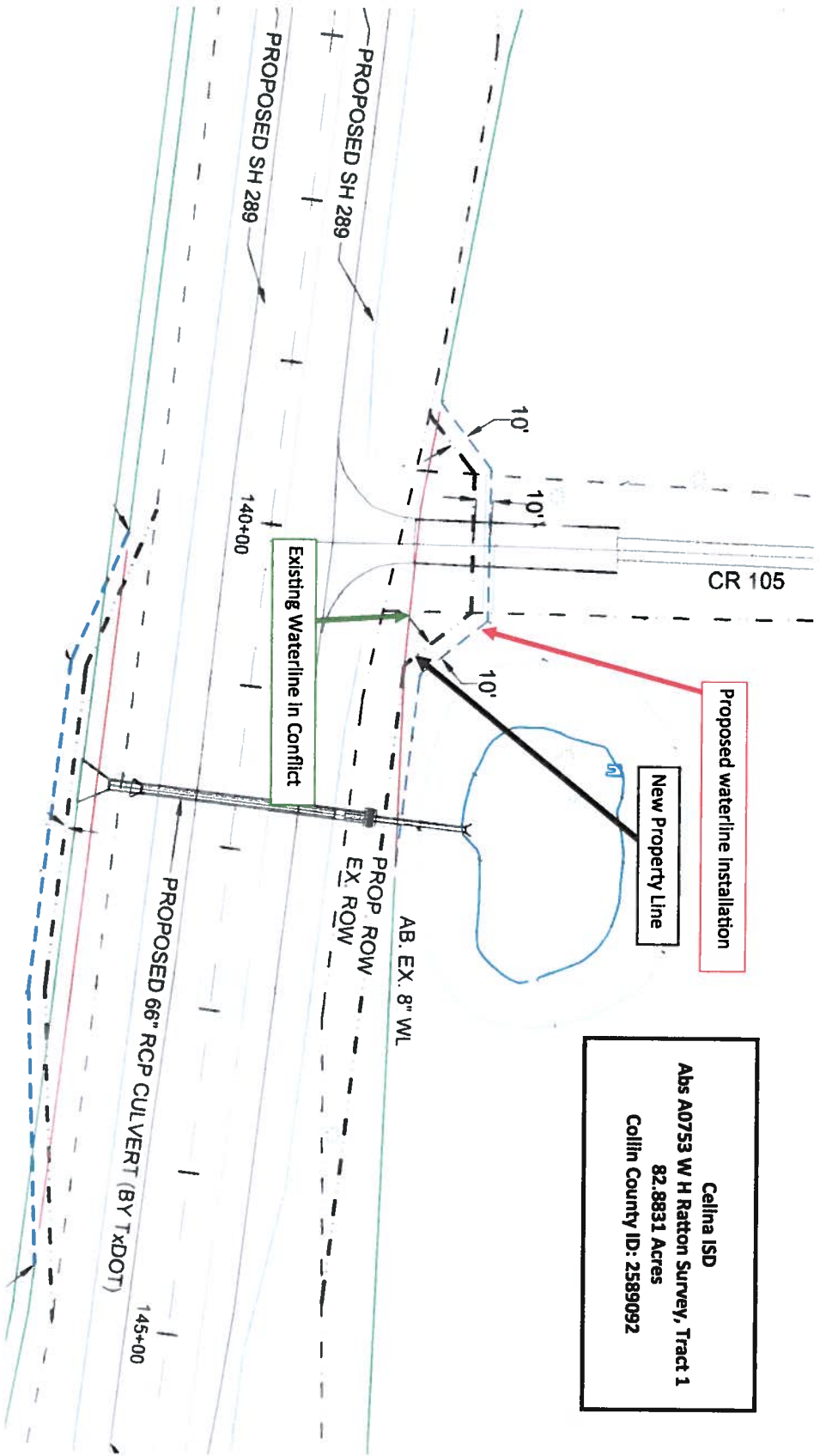
Thank you for getting this on the agenda for next week. Please do not hesitate to contact me with any questions.

Regards,

Matthew Whitman
Broker / Right of Way

Office: 972-318-9688
Fax: 832-413-5455

Marilee Special Utility District
Proposed Waterline Installation - Right of Way Relocation
Celina ISD - Parcel 2



Celina ISD
Abs A0753 W H Ratton Survey, Tract 1
82.8831 Acres
Collin County ID: 2589092

AFTER RECORDING, RETURN TO:
Texas Land Professionals, Inc.
410 W. Grand Parkway South, Suite 390
Katy, TX 77494

WATERLINE EASEMENT AND RIGHT-OF-WAY
(Including Temporary Easement for Construction)

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

That **CELINA INDEPENDENT SCHOOL DISTRICT**, (hereinafter in individually collectively referred to as “Grantor”), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by the **MARILEE SPECIAL UTILITY DISTRICT** (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the Grantee, its successors and assigns, an easement and right-of-way within which the Grantee has the right to install, construct, operate, inspect, protect, repair, rebuild, replace, alter, upgrade, remove, parallel and maintain public waterlines and necessary valves and fittings (the “Facilities”) in, upon, over and across that certain **82.8831** acres of land owned by Grantor located in Collin County, Texas, being more particularly described in an instrument recorded under **Document No. 20070404000455450** of the real property records of Colin County, Texas (the “Property”), together with reasonable rights of ingress and egress over Grantor’s adjacent lands for the purpose for which the above mentioned rights are granted. The easement conveyed herein shall be limited to a strip of land twenty feet (20’) in width, that is adjacent and parallel to a public road, to wit **State Highway 289 / Preston Road** (the “Easement Property”).

Grantor also grants and conveys a temporary construction easement to Grantee, its successors and assigns, to accommodate construction equipment, materials, and excavated earth during the initial construction and installation of the Facilities within the Easement Property. The temporary construction easement shall be limited to an additional fifteen-foot wide strip of land on each side of an abutting the Easement Property; being also a part of Grantor’s Property. The temporary construction easement will expire immediately upon Grantee’s acceptance of the completed Facilities.

Grantee shall clean up and remove all trash caused by the installation of pipelines, valves, fittings and facilities hereunder, and shall repair or replace existing fences and repair other damages caused by said installation. Grantee shall also restore the surface of the land to a smooth contour following said installation.

Grantee, its successors and assigns, shall have such other rights and benefits as necessary or convenient for the full use and enjoyment of the easement rights granted

herein including, without limitation: (I) to the extent necessary the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (ii) the right from time-to-time to remove any pavement, vegetation and other obstructions that may injure the Facilities or that may interfere with the installation, construction, operation, inspection, protection, repair, replacement, relocation, alteration, upgrade, removal, addition or maintenance of same; and (iii) the right to abandon-in-place the Facilities installed within the Easement property.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of the Facilities as installed, Grantor further grants to Grantee an additional easement over and across the Property for the purpose of laterally relocating said Facilities as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land twenty feet in width, the center line thereof being the pipeline as relocated.

Grantor, as owner of the Property, reserves the right to continue to use and enjoy the Easement Property for all purposes that do not interfere with or interrupt the use of or enjoyment of the easement by Grantee for the easement purposes stated herein including pasturage and agricultural uses, and to construct and maintain private driveways and roads, fences, landscaping, sidewalks, and drainage. No building, structure or reservoir upon, over, or across the Easement Property will be constructed without the Grantee's prior written consent.

The provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part, to one or more retail water utilities assignees. Grantors covenant that they are the owners of the above described lands.

TO HAVE AND TO HOLD the easement and the rights appurtenant thereto unto the Grantee, its successors and assigns, until the Facilities are declared permanently abandoned by Grantee, in which event said easement and the rights appurtenant thereto shall cease and terminate, and revert to Grantor and Grantor's heirs, successors and assigns.

Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend, all and singular, the property rights and interests herein granted to Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

When context requires, singular nouns and pronouns include the plural.

(Signature page to follow)

SIGNED AND EXECUTED this _____ day of _____, 2012.

CELINA INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on this _____ day of _____, 2012, by _____, _____ of the CELINA INDEPENDENT SCHOOL DISTRICT, on its behalf

Notary Public in and for the State of Texas