## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THE STATE OF TEXAS 

\$
COUNTY OF COLLIN 

This Temporary Construction Easement Agreement (this "Agreement") is en

This Temporary Construction Easement Agreement (this "<u>Agreement</u>") is entered into by Collin County Community College District ("<u>Grantor</u>"), and Celina Development North, LLC, a Texas limited liability company ("<u>Grantee</u>"), effective as of \_\_\_\_\_\_\_\_, 2016.

#### **RECITALS:**

- A. Grantee is the owner of certain property described by metes and bounds on **Exhibit A** attached hereto and made a part hereof (collectively, the "<u>Future Residential Property</u>") which is intended to be platted and developed as single family residential lots.
- B. Grantor is the owner of a tract of real property located directly adjacent to the Future Residential Property and described by metes and bounds on **Exhibit B** attached hereto and made a part hereof (the "<u>Easement Land</u>").
- C. Grantor has agreed to grant to Grantee a temporary easement on the Easement Land to allow Grantee to access the Easement Land for temporary construction and grading purposes during the development of the portions of the Future Residential Property adjacent to the Easement Land as provided herein.

#### **AGREEMENTS:**

NOW, THEREFORE, for and in consideration of Ten Dollars, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Grantor and Grantee agree as follows:

- 1. <u>Recitals</u>. The above recitals are incorporated herein for all purposes.
- 2. <u>Grant of Easement</u>. Grantor hereby grants and conveys to Grantee and Grantee's successors and assigns a temporary, non-exclusive easement (the "<u>Easement</u>") for the following purposes only: (i) to access the Easement Land for temporary construction purposes during the development of the portions of the Future Residential Property immediately adjacent to the Easement Land, (ii) to cut, fill and grade the Easement Land, (iii) to remove and replace any fencing on the Easement Land, and (iv) to clear vegetation and trees from the Easement Land to the extent reasonably necessary for the foregoing purposes. Grantor hereby represents and warrants to Grantee, its successors and assigns, that there are no liens affecting the Easement Land.

- 3. <u>Expiration</u>. This Agreement shall automatically expire and be of no further force on the date that the lots within the Future Residential Property located directly adjacent to the Easement Land are platted and constructed to completion. Upon such expiration and the request of any party to this Agreement, Grantor and Grantee or their respective successors and assigns shall promptly cooperate to execute, acknowledge, and record a termination of this Agreement in the Real Property Records of Collin County, Texas. Notwithstanding anything to the contrary herein, this Agreement shall terminate and be of no force or effect with respect to any of the Future Residential Property that consists of a single family residential lot and the parties agree to execute all documents reasonably required to remove this Agreement as an exception to title of any single family residential lot.
- 4. <u>Repair and Restoration</u>. Grantee shall restore any damage to the surface of the Easement Land, all surrounding property, and any fences or improvements located thereon damaged or altered by Grantee or Grantee's agents, contractors or invitees to the same condition or better as it existed prior to such use within 30 days after such damage or alteration.
- 5. <u>Compliance with Laws; Due Care.</u> The use of the Easement and Easement Land by Grantee or Grantee's agents, contractors or invitees shall be in compliance with all applicable laws, rules, restrictions, regulations and ordinances and conducted with due care so as not to unreasonably disturb the use of the Easement Land by Grantor or Grantor's successors or assigns or cause a public or private nuisance.
- 6. <u>Enforceability</u>. The illegality, invalidity or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.
- 7. <u>Covenants Running with the Land</u>. The foregoing covenants shall run with the Easement Land and shall be deemed to be for the benefit of Grantee and the owners of the Future Residential Property. The covenants herein contained shall be binding on the heirs, executors, administrators, successors, and specific assigns of Grantor and Grantee. In addition, any person or entity who hereafter acquires any right, title or interest in all or any portion of the Easement Land shall be deemed to have adopted, accepted and agreed to be bound by all of the provisions of this Agreement, and such right, title and interest shall be subject to the provisions of this Agreement.
- 8. <u>Amendment or Termination</u>. This Agreement may not be modified, amended or terminated, except by an agreement in writing executed by the handwritten signature of the then owners of the Easement Land and the Future Residential Property. Such parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.
- 9. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. Unless set forth in this

Agreement, no representations, warranties, covenants, agreements or conditions shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

TO HAVE AND TO HOLD the Easement perpetually unto Grantee and Grantee's successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging. Grantor hereby covenants and binds Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Easement unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to all matters of record or apparent on the Easement Land.

# **GRANTOR**:

# COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

By:		
Name:		
Title:		
THE STATE OF TEXAS	§ 8	
COUNTY OF COLLIN	<b>§</b> <b>§</b>	
This instrument wa	s acknowledged before me on	, 2016, by
	, as	of Collin County Community
College District, on behalf o	f said district.	
	NOTARY PUBL	IC. State of Texas

<u>GRANTEE</u> :				
CELINA DEVELOPMENT Is a Texas limited liability comp	*			
By: Name: Title:				
THE STATE OF TEXAS	<b>§</b> <b>§</b>			
COUNTY OF DALLAS  This instrument was a	<pre>\$ cknowledged before me</pre>			
liability company, on behalf of	of said limited liability c	ompany.	i, iii chu	

NOTARY PUBLIC, State of Texas

### **EXHIBIT "A"**

## FUTURE RESIDENTIAL PROPERTY

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

**BEGINNING** at a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars Cap at the southwest corner of a called 75.0000 acre tract of land described in instrument to Collin County Community College District, recorded under Document No. 20090818001039820, O.P.R.C.C.T., and being in the east line of The Carter Ranch Phase IIA, an addition to the City of Celina, Texas, recorded in Cabinet 2007, Page 972 of the Map Records of Collin County Texas;

**THENCE**, North 89 degrees 26 minutes 56 seconds East along the south line of the Collin County Community College District, passing at a distance of 1,665.00 feet a 5/8 inch iron rod found with plastic cap stamped "KHA" at the southeast corner of the Collin County Community College tract, in all a total distance of 1,704.99 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 00 degrees 33 minutes 04 seconds East, a distance of 282.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, North 89 degrees 26 minutes 56 seconds East, a distance of 200.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 82 degrees 37 minutes 23 seconds East, a distance of 74.46 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 67 degrees 33 minutes 04 seconds East, a distance of 245.29 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 74 degrees 01 minutes 18 seconds East, a distance of 28.24 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 80 degrees 47 minutes 31 seconds East, a distance of 48.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, North 89 degrees 04 minutes 13 seconds East, a distance of 263.93 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, North 00 degrees 55 minutes 47 seconds West, a distance of 6.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, North 89 degrees 04 minutes 13 seconds East, a distance of 117.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 00 degrees 55 minutes 47 seconds East, a distance of 550.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 89 degrees 04 minutes 13 seconds West, a distance of 117.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 00 degrees 55 minutes 47 seconds East, a distance of 16.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 89 degrees 04 minutes 13 seconds West, a distance of 360.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, North 86 degrees 27 minutes 31 seconds West, a distance of 47.78 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-DE Zollars";

**THENCE**, North 76 degrees 22 minutes 01 seconds West, a distance of 44.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, North 67 degrees 33 minutes 04 seconds West, a distance of 249.83 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, North 83 degrees 14 minutes 35 seconds West, a distance of 41.23 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 89 degrees 26 minutes 56 seconds West, a distance of 121.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 00 degrees 33 minutes 04 seconds East, a distance of 259.93 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 34 degrees 30 minutes 10 seconds East, a distance of 131.20 feet to a 5/8 inch 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 07 degrees 51 minutes 53 seconds, a radius of 303.50 feet, subtended by a 41.63 foot chord which bears South 69 degrees 33 minutes 11 seconds East;

**THENCE**, along said curve to the left an arc distance of 41.66 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 16 degrees 30 minutes 52 seconds West, a distance of 111.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 89 degrees 30 minutes 11 seconds West, a distance of 350.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 41 degrees 31 minutes 49 seconds West, a distance of 11.46 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 00 degrees 29 minutes 49 seconds East, a distance of 476.03 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a curve to the right having a central angle of 20 degrees 43 minutes 47 seconds, a radius of 540.00 feet, subtended by a 194.31 foot chord which bears South 09 degrees 52 minutes 04 seconds West;

**THENCE**, along said curve to the right an arc distance of 195.37 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 65 degrees 29 minutes 49 seconds East, a distance of 3.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 24 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, North 65 degrees 29 minutes 49 seconds West, a distance of 1.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 24 degrees 30 minutes 11 seconds West, a distance of 544.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 65 degrees 29 minutes 49 seconds East, a distance of 23.39 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** South 24 degrees 30 minutes 11 seconds West, a distance of 159.05 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** South 00 degrees 29 minutes 49 seconds East, a distance of 193.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** South 89 degrees 30 minutes 11 seconds West, a distance of 6.60 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** South 00 degrees 29 minutes 49 seconds East, a distance of 180.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** South 89 degrees 30 minutes 11 seconds West, a distance of 632.89 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** North 00 degrees 29 minutes 49 seconds West, a distance of 28.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** North 89 degrees 30 minutes 11 seconds East, a distance of 120.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** North 00 degrees 29 minutes 49 seconds West, a distance of 304.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, North 89 degrees 30 minutes 11 seconds East, a distance of 96.57 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 25 degrees 00 minutes 00 seconds, a radius of 225.00 feet, subtended by a 97.40 foot chord which bears South 77 degrees 59 minutes 49 seconds East,

**THENCE,** along said curve to the right an arc distance of 98.17 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** South 65 degrees 29 minutes 49 seconds East, a distance of 93.21 feet to a 5/8 inch 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 281 degrees 58 minutes 50 seconds, a radius of 60.00 feet, subtended by a 75.53 foot chord which bears North 38 degrees 53 minutes 19 seconds East,

**THENCE**, along said curve to the left an arc distance of 295.29 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** North 24 degrees 30 minutes 11 seconds East, a distance of 115.71 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** South 65 degrees 29 minutes 49 seconds East, a distance of 50.17 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** North 24 degrees 30 minutes 11 seconds East, a distance of 289.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** North 65 degrees 29 minutes 49 seconds West, a distance of 237.62 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** North 79 degrees 43 minutes 51 seconds West, a distance of 50.24 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 89 degrees 30 minutes 11 seconds West, a distance of 395.96 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 00 degrees 29 minutes 49 seconds East, a distance of 108.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** South 45 degrees 29 minutes 49 seconds East, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** North 89 degrees 30 minutes 11 seconds East, a distance of 3.18 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** South 00 degrees 08 minutes 35 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** South 89 degrees 30 minutes 11 seconds West, a distance of 2.62 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 44 degrees 30 minutes 11 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** South 00 degrees 29 minutes 49 seconds East, a distance of 1.89 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** South 89 degrees 33 minutes 12 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** North 00 degrees 29 minutes 49 seconds West, a distance of 1.85 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, North 45 degrees 29 minutes 49 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE,** South 89 degrees 30 minutes 11 seconds West, a distance of 215.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 44 degrees 30 minutes 11 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 00 degrees 29 minutes 49 seconds East, a distance of 4.99 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 89 degrees 16 minutes 55 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, North 00 degrees 29 minutes 49 seconds West, a distance of 10.31 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

**THENCE**, South 89 degrees 30 minutes 11 seconds West, a distance of 120.57 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" in the east line of The Carter Ranch Phase III, an addition to the City of Celina, Texas, recorded in Cabinet 2006, Page 460, M.R.C.C.T.;

**THENCE**, along the easterly lines of said Carter Ranch Phase III and said Carter Ranch Phase IIA, North 00 degrees 33 minutes 04 seconds West, passing at a distance of 1,199.00 feet a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northeast corner of Carter Ranch Road (80 foot right of way), recorded in Cabinet 2007, Page 292, M.R.C.C.T., in all a total distance of 2,467.11 feet to the **POINT OF BEGINNING** and **CONTAINING** having an area of 103.02 acres of land, more or less.

#### SAVE & EXCEPT TRACTS

TRACT NO. 1 - BEING all of a 12.00 acre tract of land described in instrument to Celina Independent School District, recorded in Document No. 20160404000401310, O.P.R.C.C.T.

TRACT No. 2 - BEING 23.86 acres out of a tract of land described in instrument to the City of Celina, recorded in Document No. 20160831001160750, O.P.R.C.C.T.

## EXHIBIT "B"

## EASEMENT LAND

# LAND DESCRIPTION Temporary Variable Width Grading And Construction Easement 3.004 ACRES

BEING a tract of land situated in the Shelby Glass Survey, Abstract No. 346, Collin County, Texas, and being a portion of a called 75.0 acre tract of land described in instrument to Collin County Community College District, as recorded in Instrument No. 20090818001039820 of the Official Property Records of Collin County, Texas (O.P.R.C.C.T), and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found with plastic cap stamped "Huitt-Zollars" at the southwest corner of said 75.0 acre tract of land described in instrument to Collin County Community College District, and being in the east line of The Carter Ranch Phase IIA, an addition to the City of Celina, Texas, recorded in Cabinet 2007, Page 292 of the Map Records of Collin County Texas;

THENCE, North 00 degrees 33 minutes 04 seconds West, a distance of 100.00 feet, along the west line of said 75.0 acre tract, the same being the east line of The Carter Ranch Phase IIA, to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 26 minutes 56 seconds East, departing the west line of said 75.0 acre tract and the east line of The Carter Ranch, Phase IIA, a distance of 952.03 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 26 minutes 56 seconds East, a distance of 712.97 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" in the east line of said 75.0 acre tract:

THENCE, South 00 degrees 33 minutes 04 seconds East, along the east line of said 75.0 acre tract, a distance of 50.00 feet to a 5/8 inch iron rod found with plastic cap stamped "KHA" at the southeast corner of the same;

THENCE, South 89 degrees 26 minutes 56 seconds West, along the south line of said 75.00 acre tract, a distance of 1665.00 feet to the POINT OF BEGINNING and CONTAINING 3.004 acres or 130,851 square feet of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North

Central Zone (4202).

D. Rex Winchester

Registered Professional Land Surveyor

Texas Registration No. 5191

Huitt-Zollars, Inc.

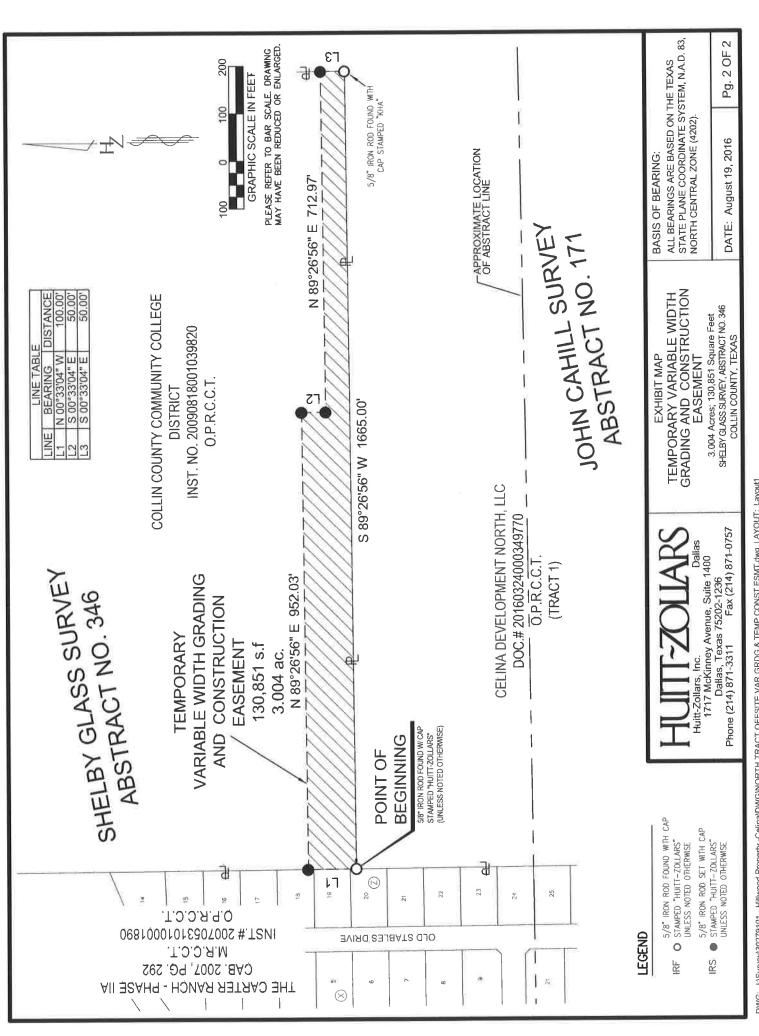
Firm Registration No. 10025600 1717 McKinney Avenue, Suite

1400

Dallas, Texas 75202-1236

Ph. (214) 871-3311 Date: August 19, 2016

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DWG: J.Survey30279101 - Hillwood Property -CelinalDWGNNORTH TRACT OFFSITE VAR GRDG & TEMP CONST ESMT.dwg LAYOUT: Layouth