

## **DRAINAGE EASEMENT AGREEMENT**

This Drainage Easement Agreement (this “Agreement”) is entered into Collin County Community College District (“Grantor”), and Celina Development North, LLC, a Texas limited liability company (“Grantee”), effective as of \_\_\_\_\_, 2016. Grantor and Grantee are sometimes individually referred to herein as a “party” and collectively as the “parties”.

Certain capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meaning(s) set forth below:

- “Easement Tract” means and refers to the portion of the Grantor Property described in the attached Exhibit “C”.
- “Grantor Owner” means and refers to the then current Owner of the Grantor Property.
- “Grantor Property” means and refers to certain land currently owned by Grantor, described in the attached Exhibit “A”.
- “Grantee Owner” means and refers to the then current Owner of the Grantee Property.
- “Grantee Property” means and refers to certain land currently owned by Grantee, described in the attached Exhibit “B”.
- “Owner” means, as applicable, the then current owner of a Parcel.
- “Parcel” means, as applicable, the Grantee Property or the Grantor Property.

1. Grantor hereby grants to Grantee and its successors and assigns a perpetual easement to enter onto the Easement Tract to construct, operate, install, maintain, repair and replace stormwater drainage pipes, channels, earthen swales, lines, and related infrastructure in, on, under and across the Easement Tract designed with a size and depth sufficient to accept, accommodate, discharge and convey stormwater drainage from the Grantee Property (the “Drainage Facilities”).

2. The Grantor Owner shall not take, and shall not permit its tenants or occupants to take, any action that would cause the Drainage Facilities to not serve the purpose of allowing surface storm water drainage from the Grantee Property to flow across or under the Easement Tract.

3. Except to the extent maintained by the City of Celina, a homeowner’s association created for the benefit of the Grantee Property, a utility district or a utility provider, the Grantee Owner shall be fully responsible, at its sole cost and expense, for maintaining and repairing, as necessary, the Drainage Facilities. If any of the Drainage Facilities are accepted for maintenance by the City of Celina, a homeowner’s association, a utility district or a utility provider, this

Agreement shall automatically expire as to such portion of the Drainage Facilities that are accepted and the Grantee Owner shall have no further obligations under this Agreement.

4. The Easement runs with and is appurtenant to the Grantee Property and is for the benefit of the Grantee Owner and its successors and assigns. Grantor hereby represents and warrants that there are no liens on the Easement Tract.

5. Any damage to the Grantor Property that is caused by the Grantee Owner in the exercise of its rights under this Agreement shall be promptly repaired by the Grantee Owner, with the costs thereof to be borne by the Grantee Owner, shall be as minimally intrusive and as minimally damaging to the Grantor Property as reasonably possible and shall be performed in a good and workmanlike fashion with all required governmental permits and approvals.

6. Any mortgage or lien affecting any portion of the Grantor Property shall at all times be subject and subordinate to the terms of this Agreement and any person or entity acquiring title to all or any portion of the Grantor Property through a foreclosure proceeding, by a deed in lieu of foreclosure or otherwise shall acquire title thereto subject to all of the Easement and all of the terms of this Agreement.

7. The rights, duties and obligations created by this Agreement shall constitute covenants running with the land, shall be binding on all subsequent owners of fee simple title in and to the Grantor Property and the Grantee Property, and shall be binding upon and inure to the benefit of Grantee and its respective successors and assigns. Notwithstanding anything to the contrary herein, however, any obligation under this Agreement shall be enforceable only against the then Owner of a Parcel and not against such Owner's predecessor-in-interest or successor-in-interest, and no Owner of a Parcel shall have any liability under this Agreement resulting directly or indirectly from the acts or omission of a predecessor or successor owner of such Parcel or from the acts or omissions of such predecessor and successor owner's contractors, tenants or occupants or from occurrences on such Parcel at a time of ownership by any such predecessor or successor owner. Notwithstanding the foregoing, nothing in this Agreement shall serve to excuse or release an Owner's predecessor-in-interest or successor-in-interest from liability for matters arising while such person or entity owned the Parcel.

8. Notwithstanding any term or provision of this Agreement which may appear to be to the contrary, the Easement is independent of the duties, obligations and liabilities created by this Agreement and no breach of any term or provision of this Agreement shall in any event whatsoever cancel, rescind or otherwise terminate, or give any party to this Agreement the right to cancel, rescind or otherwise terminate, the Easement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have under this Agreement, at law or in equity, by reason of any breach of the provisions of this Agreement, including, without limitation, the right to seek an injunction against violations of this Agreement.

9. If any term or provision or portion of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision or portion thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be

affected thereby, and each such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10. Any waiver by a party of any breach of any covenant or provision in this Agreement must be in writing and signed by such party to be effective. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of the time for performance of any obligation or act to be performed herein shall be deemed to be an extension of the time for performance of any other obligation or act to be performed under this Agreement.

11. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if all parties had prepared the same. Unless otherwise indicated, all references herein to sections and paragraphs are to this Agreement. All exhibits referred to in this Agreement are incorporated herein by reference. If the date on which an action is required to be taken under the terms of this Agreement is not a business day for national banks on Texas, the date for such action to be taken shall be extended to the next succeeding business day.

12. This Agreement may be amended only by a document executed by then Owners of the Grantee Property and the Grantor Property as of the date of such amendment and recorded in the Real Property Records of Collin County, Texas. No emails or other electronic communications shall be effective as amendments to this Agreement. This Agreement contains the entire agreement between the parties relating to the rights granted hereunder and shall be governed by the laws of the State of Texas and is performable in Collin County, Texas. This Agreement may be executed in separate counterparts, without the necessity of each party having to sign the same counterpart.

13. In addition to any other remedies provided herein or otherwise available at law or in equity, the provisions of this Agreement shall be enforceable by action for specific performance. Except as otherwise specifically provided herein, all rights, privileges and remedies afforded the parties by this Agreement shall be deemed cumulative and not exclusive and the exercise of any one or more of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein or available at law or in equity. It is expressly understood that a recovery in damages may not be an adequate remedy for a violation of the provisions of this Agreement and that the granting of equitable remedies may, and probably will, be necessary. Any provision in this Agreement notwithstanding, in no event shall any party to this Agreement be liable for any speculative, indirect, consequential or punitive damages. In the event it becomes necessary for either party hereto to file a suit to enforce this Agreement or any provisions contained herein, the prevailing party in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and court costs incurred by such prevailing party in such suit. The parties agree that "prevailing party" means the party who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not necessarily receiving an award of damages or other form of recovery.

**TO HAVE AND TO HOLD** the Easement, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, and its respective successors and permitted assigns, forever.

*[Signatures appear on the following page.]*

**EXECUTED** to be effective as of the date first written above.

GRANTOR:

COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS     §  
  §  
COUNTY OF COLLIN     §

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ of Collin County Community College District, on behalf of said district.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**Signature Page**

GRANTEE:

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 \_\_\_\_\_, 2016, by \_\_\_\_\_, \_\_\_\_\_ of Celina Development North, LLC, a Texas limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**Signature Page**

## Exhibit A

### Grantor Property

BEING a 75.0000 acre tract of land out of the Shelby Glass Survey, Abstract No. 346, Collin County, Texas, and being part of a tract of land depicted in Special Warranty Deed to George White Family Limited Partnership, recorded in Clerk's File No. 2005-0005697, Official Public Records of Real Property of Collin County, Texas, said tract also being part of a tract of land described as "1st Tract" in deed to Mary G. White recorded in Volume 142, Page 343, Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with "KHA" cap set in the South right-of-way line of County Road No. 88 (a variable width right-of-way) and in the East line of a tract of land described in Special Warranty Deed to 19 FM Ltd. recorded in Instrument No. 20070606000766060, Official Public Records of Collin County, Texas; from said point a 1/2 inch iron rod found at the Northeast corner of said 19 FM Ltd. tract bears North 00 degrees 33 minutes 04 seconds West, a distance of 39.13 feet;

THENCE departing the said East line of the 19 FM Ltd. tract and along the South right-of-way line of said County Road No. 88, the following courses and distances:

North 89 degrees 38 minutes 04 seconds East, a distance of 854.43 feet to a 5/8 inch iron rod with "KHA" cap set for corner at the beginning of a tangent curve to the right with a radius of 1356.38 feet, a central angle of 39 degrees 54 minutes 51 seconds and a chord bearing and distance of South 70 degrees 24 minutes 31 seconds East, 925.91 feet;

In a Southeasterly direction along said curve, an arc distance of 944.90 feet to a 5/8 inch iron rod with "KHA" cap set for corner;

THENCE leaving said South right-of-way line, the following courses and distances:

South 39 degrees 32 minutes 55 seconds West, a distance of 200.00 feet to a 5/8 inch iron rod with "KHA" cap set for the beginning of a tangent curve to the left with a radius of 750.00 feet, a central angle of 63 degrees 57 minutes 08 seconds, and a chord bearing and distance of South 07 degrees 34 minutes 21 seconds West, 794.35 feet;

In a Southwesterly direction along said curve, an arc distance of 837.13 feet to a 5/8 inch iron rod with "KHA" cap set for corner;

South 24 degrees 24 minutes 13 seconds East, a distance of 239.76 feet to a 5/8 inch iron rod with "KHA" cap set for the beginning of a tangent curve to the right with a radius of 1000.00 feet, a central angle of 23 degrees 51 minutes 09 seconds, and a chord bearing and distance of South 12 degrees 28 minutes 39 seconds East, 413.30 feet;

Exhibit "A"

In a Southeasterly direction along said curve, an arc distance of 416.30 feet to a 5/8 inch iron rod with "KHA" cap set for corner;

South 00 degrees 33 minutes 04 seconds East, a distance of 242.54 feet to a 5/8 inch iron rod with "KHA" cap set for corner;

South 89 degrees 26 minutes 56 seconds West, a distance of 1665.00 feet to a 5/8 inch iron rod with "KHA" cap set for corner in the East line of The Carter Ranch Phase IIA, an addition to the City of Celina, Texas according to the plat recorded in Cabinet 2007, Page 292, Map Records of Collin County, Texas, and in Instrument No. 20070531010001890, Official Public Records of Collin County, Texas;

THENCE with said East line and the East line of said 19 FM Ltd. tract, North 00 degrees 33 minutes 04 seconds West, a distance of 2127.18 feet to the POINT OF BEGINNING and containing 75.0000 acres or 2,266,999 square feet of land.

**Exhibit "A"**



Exhibit B

Grantee 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";

Exhibit B

**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";

**Exhibit B**

**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";

**Exhibit B**

**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";

**Exhibit B**

**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";

**Exhibit B**

**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**

Exhibit C  
Easement Tract

**LAND DESCRIPTION**  
**45' x 50' Drainage Easement**  
**0.0517 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 "KHA" at the southeast corner of said 75.0 acre tract of land described in instrument to Collin County Community College District;

THENCE, South 89 degrees 26 minutes 56 seconds West, along the south line of said 75.0 acre tract, a distance of 45.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 33 minutes 04 seconds West, departing the south line of said 75.0 acre tract, 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 45.00 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 the POINT OF BEGINNING and CONTAINING 0.0517 acres or 2250 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





**SHELBY GLASS SURVEY  
ABSTRACT NO. 346**

COLLIN COUNTY COMMUNITY  
COLLEGE DISTRICT  
INST. # 20090818001039820  
O.P.R.C.C.T.

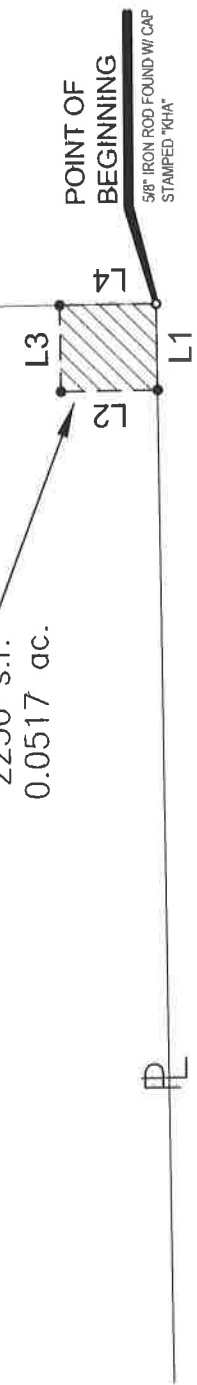
CELINA DEVELOPMENT NORTH, LLC  
INST. #20160324000349770  
O.P.R.C.C.T.  
(TRACT 1)

**45' X 50' DRAINAGE EASEMENT**  
2250 s.f.  
0.0517 ac.

CELINA DEVELOPMENT NORTH, LLC  
INST. #20160324000349770  
O.P.R.C.C.T.  
(TRACT 1)



PLEASE REFER TO BAR SCALE. DRAWING  
MAY HAVE BEEN REDUCED OR ENLARGED.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 89°26'56" W	45.00'
L2	N 00°33'04" W	50.00'
L3	N 89°26'56" E	45.00'
L4	S 00°33'04" E	50.00'

**LEGEND**

- IRF ○ 5/8" IRON ROD FOUND WITH CAP  
STAMPED "HUITT-ZOLLARS"  
UNLESS NOTED OTHERWISE
- IRS ● 5/8" IRON ROD SET WITH CAP  
STAMPED "HUITT-ZOLLARS"  
UNLESS NOTED OTHERWISE

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc.  
1717 McKinney Avenue, Suite 1400  
Dallas, Texas 75202-1236  
Phone (214) 871-3311 Fax (214) 871-0757

**EXHIBIT MAP**  
**45' x 50' DRAINAGE EASEMENT**  
**0.0517 Acres; 2250 Square Feet**  
SHELBY GLASS SURVEY, ABSTRACT NO. 346  
COLLIN COUNTY, TEXAS

BASIS OF BEARING:  
ALL BEARINGS ARE BASED ON THE TEXAS  
STATE PLANE COORDINATE SYSTEM, N.A.D. 83,  
NORTH CENTRAL ZONE (4202).

DATE: August 19, 2016  
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