

**EASEMENT FOR RIGHT-OF-WAY
WATER TRANSMISSION PIPELINE
NORTH MCKINNEY PIPELINE
PROJECT NO. 210**

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

THAT the undersigned, **COLLIN COUNTY, TEXAS**, (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid by the **NORTH TEXAS MUNICIPAL WATER DISTRICT** (hereinafter called "Grantee") the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed, and by these presents, does grant, sell and convey unto the Grantee a Permanent Nonexclusive Easement and right-of-way, along with a Temporary Construction Easement, in and through those certain premises owned by Grantor to construct, operate, reconstruct, perpetually maintain and remove one pipeline, for the transportation of water, with all incidental equipment, and appurtenances under or through the following described lands situated in Collin County, Texas, to-wit:

Parcel 22A
Being a 30.0' permanent waterline easement situated in the George Fitzhugh Survey, Abstract No. 320 and in the Gabriel Fitzhugh Survey, Abstract No. 318, Collin County, Texas and being a portion of a 5.2042 acre tract of land (by deed) deeded to Collin County, Texas as recorded in Volume 3763, Page 84 of the Deed Records of Collin County, Texas, said 30.0' permanent waterline easement being more particularly described by metes and bounds as follows:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION

The Grantee shall utilize the easement for an underground pipeline and appurtenances, including communication facilities related to the underground pipeline but not otherwise, and above grade appurtenances consisting of air valves, blow off valves, pipeline markers and cathodic protection equipment (referred to herein collectively as "Grantees Pipeline" or the pipeline) as may be required for its operation of the pipeline, but for no other reason or use. The blow off valves shall be located so as to discharge any water from the pipeline into natural drainage areas currently existing on the Property or drainage constructed from time to time by Grantor, and such that said drainage shall in no event interfere with any roadway now existing or hereafter constructed by Grantor.

The Temporary Construction Easement granted and described herein will terminate and cease upon completion of the construction and testing of the pipeline. Said Temporary Construction Easement is described in Exhibit "A".

Grantee, and Grantee's successors and assigns, shall have the continued and unobstructed right of ingress and egress over the permanent easement granted for the installation, operation, inspection, and maintenance of Grantee's Pipeline.

Grantee, and Grantee's successors and assigns, agrees to bury said pipeline to a depth of at least 48" from the top of the pipeline to existing ground surface. Grantee will, insofar as practicable, restore the ground disturbed by the laying, constructing, repairing, maintaining, replacing or removing of said pipeline, and will take such steps as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee will separate the topsoil during construction by double-ditching and will restore said topsoil within the easement. Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the pipeline and will restore all improvements, including roadways, sidewalks, drainage, fences, driveways, bridges, drainage channels, and other improvements damaged through the use of said easement to substantially the same condition as they were prior to the construction of the pipeline. Grantee agrees to re-seed the easement areas after construction of said pipeline.

Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the reasonable judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the installation and operation of said pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of any and all improvements, buildings, reservoirs or other obstructions on said permanent easement, except as are specifically allowed under the terms hereof. Grantor shall not construct or permit to be constructed, any house, building, reservoir, or other improvement expressly prohibited herein, on or within the permanent easement. However, Grantor retains the right, to cross the permanent easement area with fences, streets, roads, sidewalks, drainage facilities and utilities (whether provided by Grantor or another utility provided) ("facilities") in a manner to avoid, to extent commercially reasonable, the endangerment of, or interference with, Grantee's Pipeline, and provided that Grantee is provided with a copy of the construction plans and drawings not less than 30 days before the beginning of construction of said facilities. Grantor shall not otherwise grant any other easements within the permanent easement which would endanger or interfere with the safe and efficient operation of Grantee's Pipeline. Grantee may not fence or enclose the easement but may install gates in any fence along or crossing the easement for access. Except in the case of emergency, Grantee shall not, in the use and enjoyment of the easements and rights granted herein, be permitted to completely close access to, over and across any street or roadway now or hereafter existing. Grantor, in its development of the real property of Grantor adjacent to and including the easement area granted herein, shall use commercially reasonable efforts to avoid removal of soil to an extent which would impair the lateral support for Grantee's Pipeline or leave it with insufficient cover for the safe operation of said pipeline. Notwithstanding the foregoing or anything else to the contrary contained herein, if, from time to time in the development by Grantor for public use of the real property of Grantor adjacent to and including the easement area granted herein, it is reasonably determined by Grantor or Grantee that the depth or location of Grantee's Pipeline is no longer sufficient to provide lateral support or cover for its safe operation or that said development will endanger or interfere with Grantee's Pipeline, Grantee shall be responsible, at its sole cost and expense and without destruction of the public improvements of Grantor, for remedying such situation, whether by relocation of Grantee's Pipeline to a sufficient depth, or otherwise.

If Grantee should abandon the rights granted herein for said pipeline and appurtenances constructed upon said land and, if such abandonment should continue for a continuous period of as long as thirty-six (36) months, all rights of Grantee herein shall terminate and revert to Grantor, their heirs, legal representatives, successors and assigns. Grantee shall have the right for

one year following any termination of this easement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor.

Grantee shall have the right to assign the easement in whole or in part to one or more assignees. Grantee, shall indemnify, defend, assume all liability for, and hold harmless the Grantor, its successors and assigns, from all actions, claims, suits, penalties, obligations, liabilities, and/or injuries and/or death to persons that may be caused by Grantee's activities pursuant to this Easement, or arising out of or in connection with such activities. Nothing in this indemnity provision shall be read to extend indemnification to Grantor for Grantor's own negligence, gross negligence, or intentional tortuous acts in the performance of this Easement.

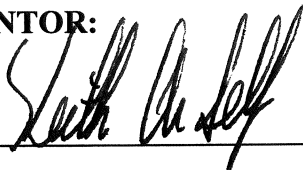
The above described easements and rights shall inure unto the said Grantee, and Grantee's successors and assigns, and the covenants and agreements contained herein shall constitute covenants running with the land, binding upon Grantor, its legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns.

By executing this Easement, the undersigned represents that they are duly authorized to execute this document; that Grantor is the owner of fee simple title to the property across which the easement is being granted; that the property is held by Grantor free and clear of any liens or encumbrances and that Grantor is the sole party entitled to receive the consideration being paid for the easement.

TO HAVE AND TO HOLD unto the said **NORTH TEXAS MUNICIPAL WATER DISTRICT**, its successors and assigns, the above described easement and right-of-way, and I do hereby bind myself, any heirs, executors, and administrators to warrant and forever defend all and singular the said premises to the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof herein.

WITNESS OUR HANDS this 16th day of December, 2013.

GRANTOR:

By: 

Name: Keith Self

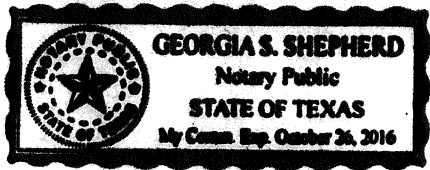
Title: County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF Collin §

Before me, the undersigned authority, on this day personally appeared Keith Self, in his/her capacity as County Judge for Collin County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of December, 2013.



Georgia S. Shepherd
Notary Public in and for
the State of Texas

My commission expires: 10/26/2014

EXHIBIT "A"
NORTH TEXAS MUNICIPAL WATER DISTRICT
NORTH MCKINNEY PIPELINE SYSTEM
PROJECT NO. 210

FNI PARCEL NO. 22A
OWNER: COLLIN COUNTY, TEXAS
30.0' PERMANENT WATERLINE EASEMENT
GEORGE FITZHUGH SURVEY, ABSTRACT NO. 320
GABRIEL FITZHUGH SURVEY, ABSTRACT NO. 318
COLLIN COUNTY, TEXAS

Being a 30.0' permanent waterline easement situated in the George Fitzhugh Survey, Abstract No. 320 and in the Gabriel Fitzhugh Survey, Abstract No. 318, Collin County, Texas and being a portion of a 5.2042 acre tract of land (by deed) deeded to Collin County, Texas as recorded in Volume 3763, Page 84 of the Deed Records of Collin County, Texas, said 30.0' permanent waterline easement being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for an angle point in the southerly line of said 5.2042 acre tract of land, said 1/2 inch iron rod being the most northerly northwest corner of Lot 1, Block 1 of Summer Hill Farms, an addition to the Town of Fairview, Collin County, Texas as recorded in Cabinet J, Page 611 of the Plat Records of Collin County, Texas, said 1/2 inch iron rod being an angle point in the southerly right-of-way line of Stacy Road (a 120' right-of-way), said 1/2 inch iron rod also having a grid coordinate of N=7,098,666.03 and E=2,546,760.80;

THENCE North 03 degrees 27 minutes 39 seconds East, a distance of 30.09 feet to a point for corner, from which a 5/8 inch iron rod with cap stamped "Nelson Corp" found for an angle point in the northerly line of said 5.2042 acre tract of land bears North 03 degrees 27 minutes 39 seconds East, a distance of 90.26 feet, said 5/8 inch iron rod with cap stamped "Nelson Corp" being an angle point in the northerly right-of-way line of said Stacy Road;

THENCE North 89 degrees 08 minutes 56 seconds East, a distance of 148.79 feet to a point for the beginning of a curve to the left having a radius of 1187.23 feet, a central angle of 39 degrees 45 minutes 50 seconds, and whose chord bears North 69 degrees 16 minutes 01 seconds East, a distance of 807.51 feet;

THENCE with said curve to the left, an arc length of 823.95 feet to a point for corner;

THENCE North 49 degrees 23 minutes 06 seconds East, a distance of 364.28 feet to a point for the beginning of a curve to the right having a radius of 1150.79 feet, a central angle of 27 degrees 23 minutes 18 seconds, and whose chord bears North 63 degrees 04 minutes 45 seconds East, a distance of 544.87 feet;

THENCE with said curve to the right, an arc length of 550.10 feet to a point for corner;

- THENCE** North 00 degrees 18 minutes 57 seconds East, a distance of 24.67 feet to a point for corner in the north line of said 5.2042 acre tract of land;
- THENCE** South 88 degrees 56 minutes 24 seconds East, with the north line of said 5.2042 acre tract of land, a distance of 30.00 feet to a point for the northeast corner of said 5.2042 acre tract of land, said point being in the west line of Lot 1 of Fairview Farms, First Section, an addition to the Town of Fairview, Texas as recorded in Cabinet C, Page 126 of said Plat Records of Collin County, Texas, said point also being in the southerly right-of-way line of said Stacy Road;
- THENCE** South 00 degrees 22 minutes 12 seconds West, with the east line of said 5.2042 acre tract of land, with the west line of said Lot 1, and with the southerly right-of-way line of said Stacy Road, a distance of 48.18 feet to a point for the southeast corner of said 5.2042 acre tract of land, said point being the northeast corner of Lot 10, Block 1 of said Summer Hill Farms, said point being a southeast corner of said Stacy Road, said point also being the beginning of a non-tangent curve to the left having a radius of 1120.79 feet, a central angle of 28 degrees 35 minutes 28 seconds, and whose chord bears South 63 degrees 40 minutes 50 seconds West, a distance of 553.50 feet;
- THENCE** with the southerly line of said 5.2042 acre tract of land, with the northerly line of said Block 1, with the southerly right-of-way line of said Stacy Road, and with said non-tangent curve to the left, an arc length of 559.28 feet to a 1/2 inch iron rod found for corner;
- THENCE** South 49 degrees 23 minutes 06 seconds West, with the southerly line of said 5.2042 acre tract of land, with the northerly line of said Block 1, and with the southerly right-of-way line of said Stacy Road, a distance of 364.28 feet to a 1/2 inch iron rod found for the beginning of a curve to the right having a radius of 1217.23 feet, a central angle of 39 degrees 45 minutes 50 seconds, and whose chord bears South 69 degrees 16 minutes 01 seconds West, a distance of 827.92 feet;
- THENCE** with the southerly line of said 5.2042 acre tract of land, with the northerly line of said Block 1, with the southerly right-of-way line of said Stacy Road, and with said curve to the right, an arc length of 844.77 feet to a point for corner;
- THENCE** South 89 degrees 08 minutes 56 seconds West, with the southerly line of said 5.2042 acre tract of land, with the northerly line of said Block 1, and with the southerly right-of-way line of said Stacy Road, a distance of 151.05 feet to the **POINT OF BEGINNING** and containing 1.336 acres of land, more or less.

90.0' TEMPORARY CONSTRUCTION EASEMENT

The above described 30.0' permanent waterline easement is also subject to a 90.0' temporary construction easement being parallel and adjacent to said 30.0' permanent waterline easement, located and shown on the accompanying survey plat, said 90.0' temporary construction easement contains 3.719 acres of land, more or less. The said 90.0' temporary construction easement shall expire as noted in the easement agreement.

(Exhibit "A") Page 2 of 5

NOTE: All horizontal coordinates are based on the Texas State Plane Coordinate System, North American Datum of 1983, CORS96 (Epoch 2002.00), North Central Zone (4202) and adjusted to surface values using the Texas Department of Transportation Surface Adjustment Factor for Collin County (1.000152710). Distances and areas shown are surface values.

*** SURVEYOR'S CERTIFICATE ***

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: **Gorrondona & Associates, Inc.**

By: Chris T. Abbott

Surveyor's Name: Chris T. Abbott
Registered Professional Land Surveyor,
Texas No. 6407
Date of survey: September 9, 2013
FNI Parcel No. 22A



PLAT OF EXHIBIT "A"

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-1	1187.23'	39°45'50"	N 69°16'01"E	807.51'	823.95'
C-4	1217.23'	39°45'50"	S 69°16'01"W	827.92'	844.77'
C-5	1097.23'	39°45'50"	N 69°16'01"E	746.30'	761.49'

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 03°27'39"E	30.09'
L-2	N 89°08'56"E	148.79'
L-3	N 49°23'06"E	364.28'
L-7	S 49°23'06"W	364.28'
L-8	S 89°08'56"W	151.05'
L-9	N 03°27'39"E	90.26'
L-10	N 89°08'56"E	142.00'
L-11	N 49°23'06"E	364.28'

GEORGE FITZHUGH SURVEY
ABSTRACT NO. 320

REMAINDER OF FRIENDSHIP BAPTIST CHURCH
VOLUME 3815, PAGE 294
O.P.R.C.C.T.

5.2042 ACRES (BY DEED)
COLLIN COUNTY, TEXAS
VOLUME 3763, PAGE 84
D.R.C.C.T.

BLOCK 1 SUMMER HILL FARM ADDITION
CABINET H, SLIDE 180
P.R.C.C.T.

BLOCK 1 SUMMER HILL FARM ADDITION
CABINET O, PAGE 171
P.R.C.C.T.

BLOCK 1 SUMMER HILL FARM ADDITION
CABINET J, PAGE 611
P.R.C.C.T.

BLOCK 1 SUMMER HILL FARMS
CABINET J, PAGE 611
P.R.C.C.T.

BLOCK 3 SUMMER HILL FARMS
CABINET J, PAGE 611
P.R.C.C.T.

FOUND 5/8" IRON ROD WITH CAP STAMPED "NELSON CORP"
P.O.B.
30.0' PERMANENT WATERLINE EASEMENT
FOUND 1/2" IRON ROD (GRID COORDINATE)
N=7,098,666.03
E=2,546,760.80

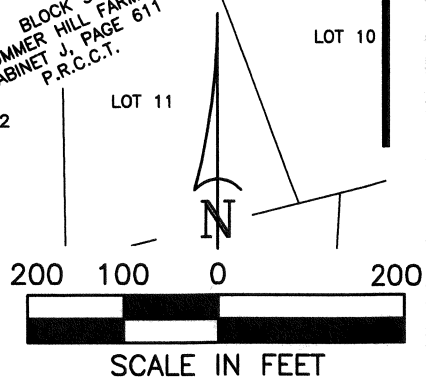
COUNTRY CLUB ROAD (F.M. 1378)
(A VARIABLE WIDTH RIGHT-OF-WAY)

STACY ROAD
(A 120' RIGHT-OF-WAY)

CAMBRIDGE DRIVE
(A 60' RIGHT-OF-WAY)

1.336 ACRE TRACT OF LAND
SUBJECT TRACT AND LOCATION OF EASEMENT

LEGEND	
●	MONUMENT FOUND (AS NOTED)
○	CALCULATED POINT
---	SURVEY LINE
---	EASEMENT LINE
---	PROPERTY LINE (AS NOTED)
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY TEXAS



NOTES:
(1) ALL HORIZONTAL COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CORS96 (EPOCH 2002.00), NORTH CENTRAL ZONE (4202) AND ADJUSTED TO SURFACE VALUES USING THE TEXAS DEPARTMENT OF TRANSPORTATION SURFACE ADJUSTMENT FACTOR FOR COLLIN COUNTY (1.000152710). ALL DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES AND IN U. S. SURVEY FEET.
(2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON.

NORTH TEXAS MUNICIPAL WATER DISTRICT 505 E. BROWN ST. • P.O. BOX 2408 • WYLIE, TEXAS 75098		
NORTH TEXAS MUNICIPAL WATER DISTRICT "NORTH MCKINNEY PIPELINE SYSTEM"		
FNI PARCEL NO.: P22A	PROJECT NO. 210	
SURVEY: GEORGE FITZHUGH SUR., ABST. NO. 320 AND GABRIEL FITZHUGH SUR., ABST. NO. 318		
LOCATION: COLLIN COUNTY, TEXAS		
SUBJECT TRACT ACREAGE: 5.2042 ACRES (BY DEED)		PAGE 4 OF 5
JOB NO. FNI-1304.00	DRAWN BY: CTA	CAD FILE: PARCEL 22A.DWG
DATE: 09/09/2013	CHK. BY: JBB	SCALE: 1" = 200'
GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD SOUTH FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768		

CHRIS T. ABBOTT
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6407 TEXAS FIRM NO. 10106900

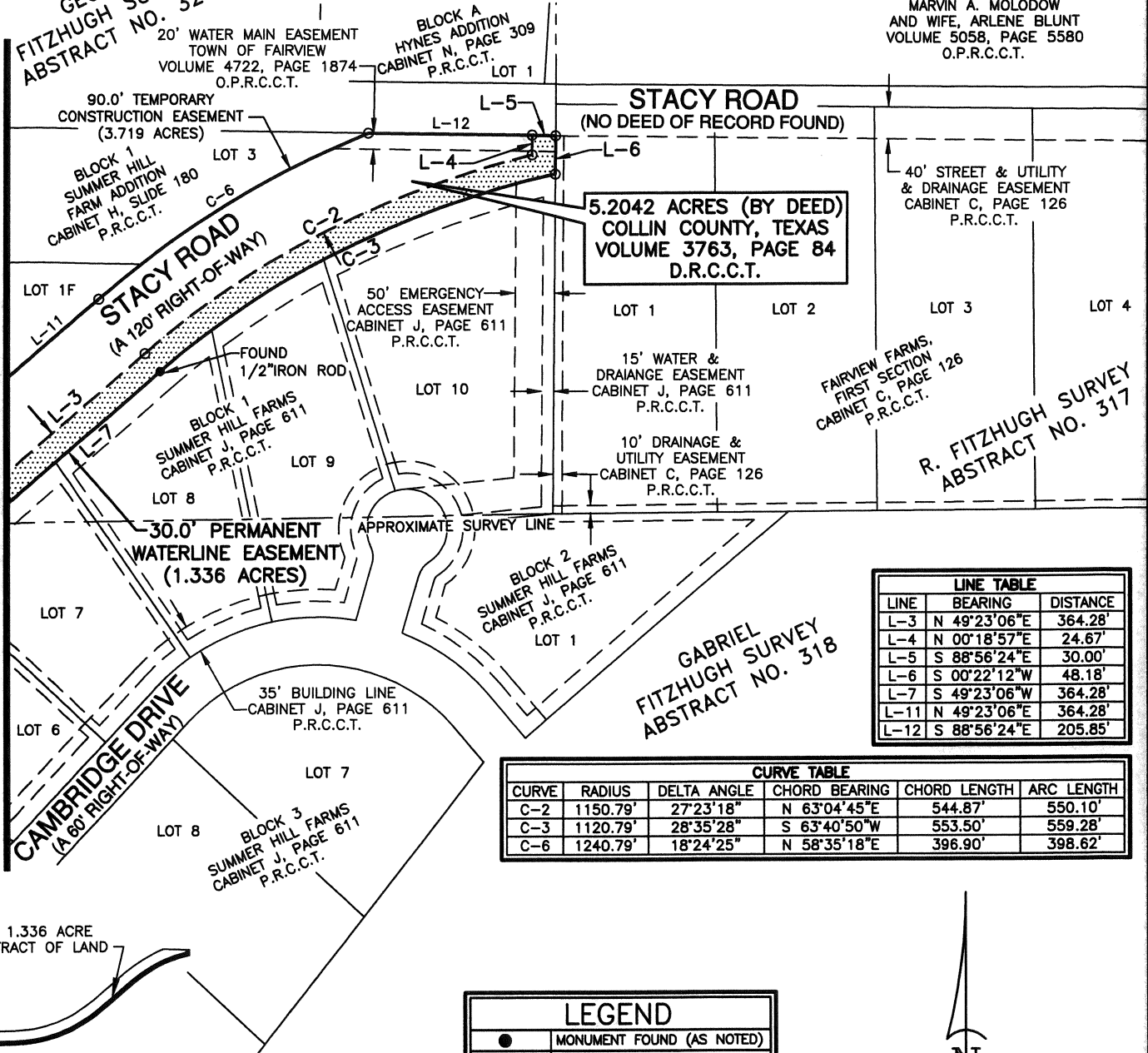
MATCH LINE SHEET 5

PLAT OF EXHIBIT "A"

28.065 ACRES (BY DEED)
MARVIN A. MOLODOW
AND WIFE, ARLENE BLUNT
VOLUME 5058, PAGE 5580
O.P.R.C.C.T.

GEORGE FITZHUGH SURVEY
ABSTRACT NO. 320

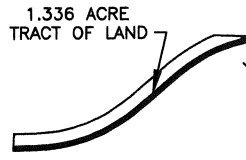
MATCH LINE SHEET 4



5.2042 ACRES (BY DEED)
COLLIN COUNTY, TEXAS
VOLUME 3763, PAGE 84
D.R.C.C.T.

LINE	BEARING	DISTANCE
L-3	N 49°23'06"E	364.28'
L-4	N 00°18'57"E	24.67'
L-5	S 88°56'24"E	30.00'
L-6	S 00°22'12"W	48.18'
L-7	S 49°23'06"W	364.28'
L-11	N 49°23'06"E	364.28'
L-12	S 88°56'24"E	205.85'

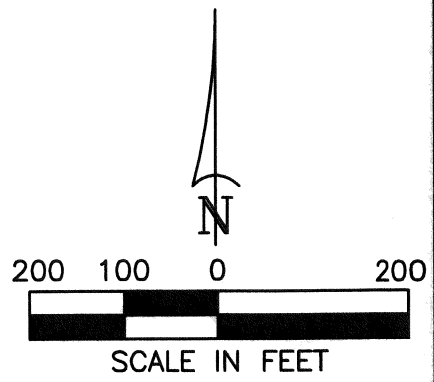
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-2	1150.79'	27°23'18"	N 63°04'45"E	544.87'	550.10'
C-3	1120.79'	28°35'28"	S 63°40'50"W	553.50'	559.28'
C-6	1240.79'	18°24'25"	N 58°35'18"E	396.90'	398.62'



SUBJECT TRACT AND LOCATION OF EASEMENT

NOTES:
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LEGEND	
●	MONUMENT FOUND (AS NOTED)
○	CALCULATED POINT
---	SURVEY LINE
---	EASEMENT LINE
---	PROPERTY LINE (AS NOTED)
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY TEXAS
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NORTH TEXAS MUNICIPAL WATER DISTRICT
505 E. BROWN ST. • P.O. BOX 2408 • WYLIE, TEXAS 75098

NORTH TEXAS MUNICIPAL WATER DISTRICT
"NORTH MCKINNEY PIPELINE SYSTEM"

FNI PARCEL NO.: P22A	PROJECT NO. 210
SURVEY: GEORGE FITZHUGH SUR., ABST. NO. 320 AND GABRIEL FITZHUGH SUR., ABST. NO. 318	
LOCATION: COLLIN COUNTY, TEXAS	
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JOB NO. FNI-1304.00	DRAWN BY: CTA
DATE: 09/09/2013	CHK. BY: JBB
CAD FILE: PARCEL 22A.DWG	SCALE: 1" = 200'

STATE OF TEXAS
REGISTERED
CHRIS T. ABBOTT
6407
LAND SURVEYOR

CHRIS T. ABBOTT
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6407 TEXAS FIRM NO. 10106900