

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this “MOA”) is entered into by and between TOLLWAY CELINA 45 PARTNERS, LLC, a Texas Limited Liability Company (the “Landowner”), COLLIN COUNTY, TEXAS (the “County”) and the City of Celina (the “City”), as of the last date signed below (the “Effective Date”).

RECITAL

A. The County has determined that current County needs necessitate the acquisition of right-of-way for the purposes of the County’s Dallas North Tollway Phase 4A project (the “Project”).

B. Specifically, the County has determined that, in order to facilitate the Project, current County needs necessitate the acquisition of fee simple title to a tract of land consisting of approximately 9.635 acres of land more or less as more fully described in Exhibit “A” and depicted on Exhibit “B” attached hereto and incorporated by reference herein as if set forth at length, save and except all oil, gas and sulfur which can be removed from beneath said tract of land, without any right of ingress or egress to or from the surface of said land to explore, develop, drill, or mine the real property (the “Property”).

C. The County has instituted a condemnation proceeding in the County Court at Law No. 6, Collin County, Texas, Cause No. 006-01910-2023 to acquire the Property through eminent domain (the “Lawsuit”).

D. On or about January 9, 2024, the County deposited into the registry of the Court the total amount of THREE MILLION ONE HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED SEVEN AND 50/100 DOLLARS (\$3,147,607.50) representing one-half of the award of the special commissioners appointed in the Lawsuit and the City deposited into the registry of the Court the total amount of THREE MILLION ONE HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED SEVEN AND 50/100 DOLLARS (\$3,147,607.50) representing the other half of the award of the special commissioners (together, the “Deposit”).

E. Thereafter, the Landowner withdrew the Deposit from the registry of the Court.

F. The County, City and Landowner participated in a mediation of the Lawsuit and agreed to resolve the Lawsuit on the terms set forth herein.

Now, therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

AGREEMENT

1. The parties agree that the total value of the compensation to be paid to the Landowner for the market value of the Property including damages, if any, to the remaining property of the Landowner, shall be FIVE MILLION FIVE HUNDRED THOUSAND AND

00/100 DOLLARS (\$5,500,000.00) (the "**Purchase Price**"), which has been paid to the Landowner via the Deposit. The Purchase Price shall constitute full payment to be made by the County for the Property, and shall be considered full compensation for the Property and for any severance damages, or any damages in the nature of damages to the remainder, or diminution in the value of, other lands belonging to the Landowner, that may be claimed or asserted by virtue of such acquisition and use of the Property by the County and that the difference between the Deposit and the Purchase Price shall be split equally between the County and the City, less any cost of closing.

2. Upon the parties' execution of this MOA, the County will open escrow with Sendera Title, 12400 Preston Road, Suite 120, Frisco, Texas 75033 (the "**Escrow Agent**"), to facilitate delivery and disbursement of the Escrow Payment (as hereinafter defined), the Deed (as hereinafter defined), and any other documents and instruments reasonably required in order to close the transaction contemplated by this MOA. The County will pay all closing and recording costs.

3. The closing shall be held in the offices of the Escrow Agent; provided, that the parties agree that the closing may be a "mail away" closing in which neither party is required to appear in person and all necessary closing documents and funds are delivered to the Escrow Agent in escrow on or before the Closing Date (as hereinafter defined). The Closing Date shall be such date as is mutually agreeable to the parties, but in any event no later than thirty (30) days after the Effective Date (the "**Closing Date**").

4. Real estate taxes relating to the Property shall be prorated as of the Closing Date. Except as expressly set forth in this MOA, the County will pay all other closing costs associated with the transaction, including the cost of recording all instruments conveying title to the County.

5. On or prior to the Closing Date, the following shall occur:

(a) The Landowner shall deliver to the Escrow Agent (i) the original of the executed Special Warranty Deed Easement substantially in the form attached hereto as Exhibit "C" (the "**Deed**") and (ii) the total sum of SEVEN HUNDRED NINETY-FIVE THOUSAND TWO HUNDRED FIFTEEN AND 00/100 DOLLARS (\$795,215.00) (the "**Escrow Payment**").

(b) The County shall deliver to the Escrow Agent a Release of the Lis Pendens in recordable form.

(c) Each party shall execute and deliver to the Escrow Agent a closing statement (which shall be prepared by the Escrow Agent).

(d) Each party shall execute and deliver to the Escrow Agent such other documents as are reasonably necessary to consummate the closing and the transfer of fee simple title of the Property to the County.

6. Upon the Escrow Agent's receipt of all necessary closing documents and funds, the parties shall instruct Escrow Agent to close the transaction and record the Deed and the Release of

Lis Pendens. The Escrow Agent shall then close the transaction, shall distribute documents to the appropriate parties and shall deliver the balance of the Escrow Payment, less any costs of closing, equally to the County and the City as shown on the closing statement, by wire transfer of immediately available funds to an account designated by the County and City.

7. Landowner agrees to cause the Property to be free and clear from any and all mechanics' liens, mortgages, deeds of trust and other monetary liens and the Parties acknowledge that the Closing shall not occur until any and all such liens, mortgages and/or deeds of trust, if any, have been satisfied and released of record. Upon closing, the County will be deemed to have paid the Purchase Price through the Landowner's withdrawal of the Deposit.

8. If the public use for which the Property was acquired is canceled before the Property is used for that public purpose, no actual progress is made toward the public use within ten years or the Property becomes unnecessary for public use within ten years, the Landowner may have the right to repurchase the Property for the Purchase Price, or may request from the County information relating to the use of the Property and any actual progress made toward that use, as set out more fully in Chapter 21, Subchapter E of the Texas Property Code.

9. Following the closing, the County shall nonsuit or otherwise dismiss the Lawsuit with each party bearing its own costs incurred therein.

10. This MOA embodies the entire agreement between the parties and cannot be varied except by the written agreement of the parties.

LANDOWNER:

TOLLWAY CELINA 45 PARTNERS, LLC
a Texas Limited Liability Company



By: Charles S. Brown

Its: Manager

Date: 11/14/24

COUNTY:


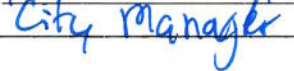
COLLIN COUNTY, TEXAS



Yoon Kim, County Administrator

CITY:

CITY OF CELINA, TEXAS

By: 
Its: 

City Manager

Exhibits:

- Exhibit "A" – Property Description
- Exhibit "B" – Property Depiction
- Exhibit "C" – Special Warranty Deed

EXHIBIT "A"
PARCEL 41-5C PERMANENT RIGHT-OF-WAY
FIELD NOTES DESCRIBING 9.635 ACRES
PART OF THE TOLLWAY CELINA 45 PARTNERS, LLC TRACT
CITY OF CELINA, COLLIN COUNTY, TEXAS

BEING a 9.635 acre tract of land situated in the Thomas Stayton Survey, Abstract Number 806, Collin County, Texas, and being all of a called 9.456 acre tract described as Tract II in Special Warranty Deed with Vendor's Lien to Tollway Celina 45 Partners, LLC, as recorded in Instrument Number 20170316000341090 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at the northeast corner of a called 36.514 acre tract described as Tract I in said deed to Tollway Celina 45 Partners, LLC, said point also being the northwest corner of a called 3.063 acre tract described as Tract 1 in Dallas North Tollway Special Warranty Deed to Collin County, Texas, as recorded in Instrument Number 20151119001459730, O.P.R.C.C.T., and the southwest corner of a 22.06 acre tract of land described in Dallas North Tollway Special Warranty Deed to Collin County, Texas, as recorded in Instrument Number 20060313000324770, O.P.R.C.C.T.;

THENCE North 89 degrees 35 minutes 45 seconds East, along the common line between said 3.063 acre tract and said 22.06 acre tract, a distance of 75.28 feet to a 1/2-inch iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") set for the northwest corner of said called 9.456 acre tract and the **POINT OF BEGINNING** of the herein described tract, and also being the northeast corner of said Collin County, Texas 3.063 acre tract;

THENCE North 89 degrees 35 minutes 45 seconds East, continuing along the south line of said 22.06 acre tract, a distance of 210.82 feet to a 1/2-inch iron rod with cap set for the northwest corner of a called 3.073 acre tract described as Tract 2 in said deed to Collin County, Texas recorded in Instrument Number 20151119001459730, said point being the beginning of a non-tangent curve to the left having a radius of 5,624.58 feet and whose chord bears South 07 degrees 01 minute 45 seconds East, a distance of 294.85 feet;

THENCE Southerly, departing said south line and along the west line of said 3.073 acre tract and along said curve to the left, through a central angle of 03 degrees 00 minutes 14 seconds, for an arc distance of 294.88 feet to a 1/2-inch iron rod with cap set for the point of compound curvature of a circular curve to the left having a radius of 5,789.58 feet and whose chord bears South 10 degrees 20 minutes 18 seconds East, a distance of 334.26 feet;

THENCE Southerly, continuing along said west line and along said curve to the left, through a central angle of 03 degrees 18 minutes 30 seconds, for an arc distance of 334.31 feet to a 1/2-inch iron rod with cap set for the point of reverse curvature of a circular curve to the right having a radius of 5,669.58 feet and whose chord bears South 10 degrees 18 minutes 00 seconds East, a distance of 334.96 feet;

THENCE Southerly, continuing along said west line and along said curve to the right, through a central angle of 03 degrees 23 minutes 08 seconds, for an arc distance of 335.00 feet to a 1/2-inch iron rod with cap set for the end of said curve;

THENCE South 08 degrees 36 minutes 26 seconds East, continuing along said west line, a distance of 820.54 feet to an "X" in concrete set for the southwest corner of said 3.073 acre tract and the southeast corner of said called 9.456 acre tract, said point being on the north line of a called 52.19 acre tract of land described in Dallas North Tollway Special Warranty Deed to Collin County, Texas, as recorded in Volume 5912, Page 940, O.P.R.C.C.T.;

THENCE South 89 degrees 34 minutes 47 seconds West, along the north line of said 52.19 acre tract, a distance of 252.58 feet to a 1/2-inch iron rod with cap set for the southeast corner of the aforementioned 3.063 acre tract;

THENCE North 08 degrees 36 minutes 26 seconds West, departing the north line of said 52.19 acre tract and along the east line of said 3.063 acre tract, a distance of 784.58 feet to a 1/2-inch iron rod with cap set for the beginning of a circular curve to the right having a radius of 5,669.58 feet and whose chord bears North 06 degrees 57 minutes 14 seconds West, a distance of 327.13 feet;

THENCE Northerly, continuing along said east line and along said curve to the right, through a central angle of 03 degrees 18 minutes 23 seconds, for an arc distance of 327.18 feet to a 1/2-inch iron rod with cap set for the point of reverse curvature of a circular curve to the left having a radius of 5,639.58 feet and whose chord bears North 06 degrees 47 minutes 41 seconds West, a distance of 334.32 feet;

THENCE Northerly, continuing along said east line and along said curve to the left, through a central angle of 03 degrees 23 minutes 50 seconds, for an arc distance of 334.37 feet to a 1/2-inch iron rod with cap set for the point of reverse curvature of a circular curve to the right having a radius of 5,834.58 feet and whose chord bears North 06 degrees 58 minutes 40 seconds West, a distance of 332.72 feet;

THENCE Northerly, continuing along said east line and along said curve to the right, through a central angle of 03 degrees 16 minutes 04 seconds, for an arc distance of 332.77 feet to a 1/2-inch iron rod with cap set for the **POINT OF BEGINNING AND CONTAINING** 419,681 square feet or 9.635 acres of land, more or less.

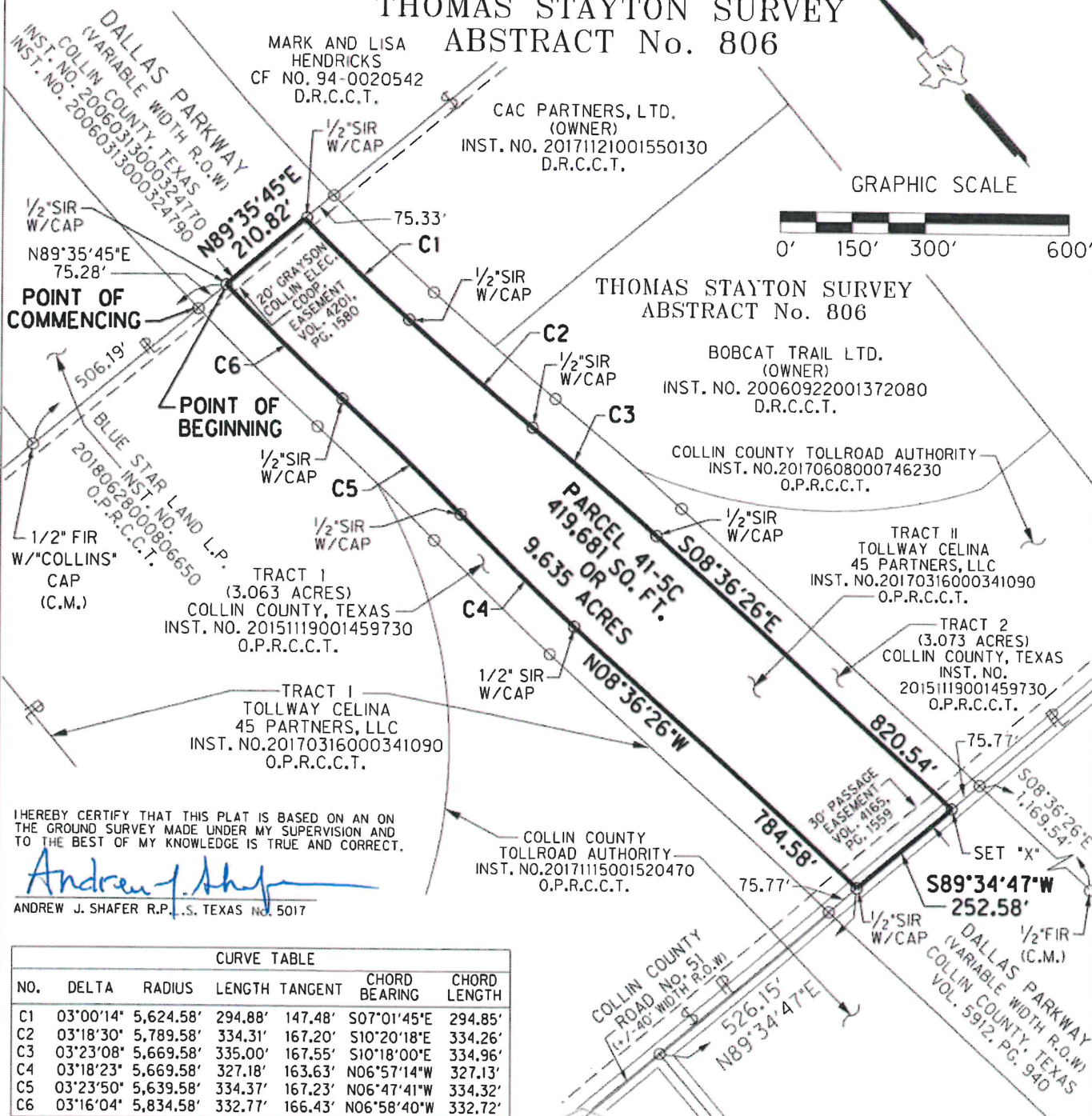
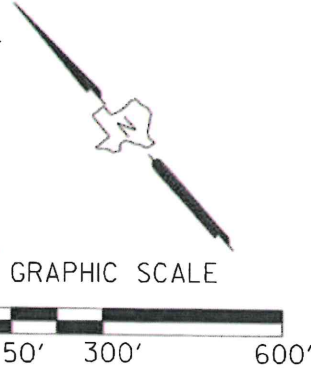
Basis of Bearing is the Texas Coordinate System of 1983. North American Zone (4202)

ANDREW J. SHAFER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 5017
TBPLS FIRM NO. 10029600



ISSAC WILLIAMSON
SURVEY ABSTRACT No. 943

EXHIBIT "B"
PARCEL 41-5C
THOMAS STAYTON SURVEY
ABSTRACT No. 806



I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ON THE GROUND SURVEY MADE UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE IS TRUE AND CORRECT.

Andrew J. Shafer
ANDREW J. SHAFER R.P., S. TEXAS No. 5017

CURVE TABLE						
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	03°00'14"	5,624.58'	294.88'	147.48'	S07°01'45"E	294.85'
C2	03°18'30"	5,789.58'	334.31'	167.20'	S10°20'18"E	334.26'
C3	03°23'08"	5,669.58'	335.00'	167.55'	S10°18'00"E	334.96'
C4	03°18'23"	5,669.58'	327.18'	163.63'	N06°57'14"W	327.13'
C5	03°23'50"	5,639.58'	334.37'	167.23'	N06°47'41"W	334.32'
C6	03°16'04"	5,834.58'	332.77'	166.43'	N06°58'40"W	332.72'

LEGEND

- EXISTING RIGHT OF WAY LINE _____
- PROPERTY LINE _____
- SURVEY LINE _____
- EASEMENTS _____

O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
 1/2" SIR = 1/2 INCH SET IRON ROD WITH YELLOW PLASTIC CAP
 W/CAP STAMPED HALFF ASSOC. INC.
 FIR = FOUND IRON ROD
 (C.M.) = CONTROLLING MONUMENTS
 Basis of bearing is the Texas State Plane Coordinate System 1983 (1993), North Central Zone 4202, Based upon GPS measurements on Julian day 145, 2004, from Collin CORS ARP (PID DF8982) and Denton CORS ARP (PID DF8986).



8-30-2019

EXHIBIT "B"
A PLAT OF A SURVEY OF
9.635 ACRE TRACT OF LAND
IN THE THOMAS STAYTON SURVEY
ABSTRACT No. 806
AND BEING IN COLLIN COUNTY, TEXAS

AUGUST 2019
DATE

Exhibit C

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

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

THAT, **TOLLWAY CELINA 45 PARTNERS, LLC**, a Texas Limited Liability Company ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by **COLLIN COUNTY, TEXAS**, a political subdivision of the State of Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, SOLD, BARGAINED AND CONVEYED, and by these presents do GRANT, SELL, BARGAIN AND CONVEY, unto Grantee all of that certain lot, tract or parcel of land situated in Collin County, Texas, together with all improvements situated thereon and all rights, privileges and appurtenances thereto belonging (the "**Property**"), said lot, tract or parcel of land being more particularly described in Exhibit "A" and and/or depicted on Exhibit "B" attached hereto and made a part hereof.

Grantor reserves and retains for itself, all oil, gas, sulfur and other minerals in and under the Property, without any right of ingress or egress to or from the surface of the Property to explore, develop, drill, or mine for oil, gas sulfur or other minerals. Notwithstanding the foregoing, Grantor and Grantor's successors and assigns may use, explore for, develop, drill, mine and/or produce oil, gas, sulfur and other minerals in and under the Property, or on lands pooled or unitized therewith, by pooling or by wells drilled and other subsurface operations under the surface of the Property (including, without limitation, directional or horizontal drilling techniques, fracturing and other completion operations).

This conveyance is made and accepted subject to all matters set out in Exhibit "C" attached hereto and made a part hereof the "**Permitted Encumbrances**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging, unto Grantee, its successors or assigns, forever; and Grantor does hereby bind itself to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, if such claim comes by, through, or under Grantor, but not otherwise.

If the public use for which the Property is acquired is canceled before the Property is used for that public purpose, no actual progress is made toward the public use within ten years after this instrument is executed, or the Property becomes unnecessary for public use within ten years after

EXHIBIT "A"
PARCEL 41-5C PERMANENT RIGHT-OF-WAY
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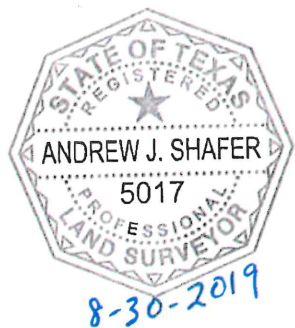
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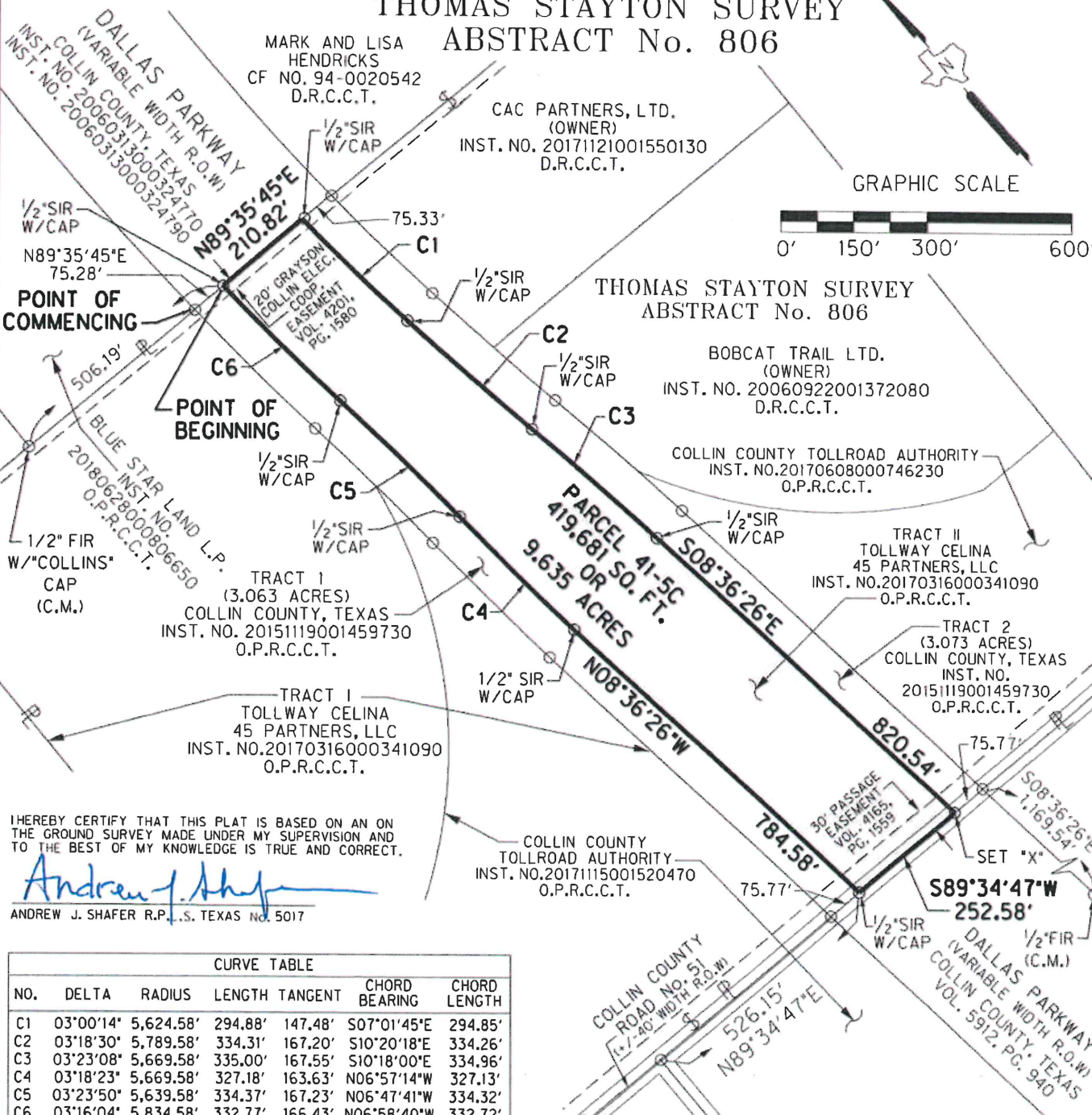
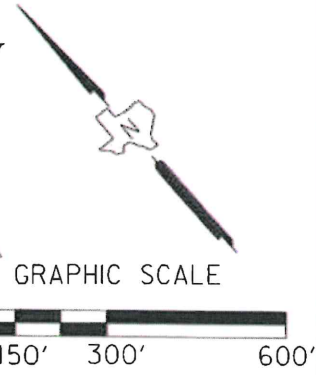


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REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 5017
TBPLS FIRM NO. 10029600



ISSAC WILLIAMSON
SURVEY ABSTRACT No. 943

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EXHIBIT "B"
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9.635 ACRE TRACT OF LAND
IN THE THOMAS STAYTON SURVEY
ABSTRACT No. 806
AND BEING IN COLLIN COUNTY, TEXAS

AUGUST 2019
DATE

EXHIBIT "C"

Permitted Encumbrances

1. Standby fees, taxes, and assessments by any taxing authority for the year 2024, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
2. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.
3. Rights of parties in possession.
4. Rights of tenants in possession, as tenants only, pursuant to written but unrecorded leases.
5. Any portion of the property herein described which falls within the boundaries of any road or roadway.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by a survey of the property.
7. An easement to Collin County, Texas, dated May 11, 1998, executed by Billie Joe May and Charlsie Lena May, recorded in Volume 4165, Page 1559, of the Deed Records, Collin County, Texas.
8. An easement to Collin County, Texas, dated February 24, 2005, executed by Billie Joe May and Charlsie Lena May, recorded in Instrument No. 20060313000324760, refiled in Instrument No. 20151119001459730, of the Official Public Records, Collin County, Texas.
9. Terms, conditions and stipulations contained in Development Agreement dated November 12, 2015 executed by and between City of Celina and Billie J. May Family Trust, and recorded in Instrument No. 20160912001214450, of the Official Public Records of Collin County, Texas.
10. Terms, conditions and stipulations of unrecorded Lease Agreement between Charlsie May, as lessor, and Seth Huddleston, as lessee, dated June 23, 2011, as evidenced by Warranty Deed dated March 9, 2017, filed March 16, 2017, recorded in Instrument No. 20170316000341090, Official Public Records, Collin County, Texas.
11. Lis Pendens filed for record June 30, 2023, recorded under Instrument No. 2023000073766, of the Official Public Records of Collin County, Texas.
12. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.