

## DRAINAGE FACILITY EASEMENT

THIS DRAINAGE FACILITY EASEMENT AND TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (the "Easement Agreement") is dated this 20th day of January, 2025 and is by and between Ogden Family Trust having an address at 8478 County Road 623, Blue Ridge, TX 75424 ("Grantor") and the Collin County acting by and through Collin County Commissioners Court, having an address of \_\_\_\_\_ ("Grantee"). The Grantor also is granting a drainage easement to the public, by and through Collin County, Texas ("County").

WHEREAS, Grantor is the owner of that certain 47.74 acres more particularly identified in Exhibit "A" attached hereto and made a part hereof (the "Easement Property").

WHEREAS, Grantee is a political subdivision of the State of Texas.

WHEREAS, Grantee desires to acquire from Grantor a non-exclusive, perpetual easement upon, over and across the Property for the construction, operation, maintenance, replacement, upgrade, and repair of a permanent drainage facility to be located on the Easement Property.

WHEREAS Grantor is willing to grant the Easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor, for the consideration paid to Grantor and other good and valuable consideration, hereby grants, sells, and conveys to Grantee, its successors and assigns, a non-exclusive, perpetual easement upon, over and across the Easement Property for the construction, operation, maintenance, replacement, upgrade, and repair of a permanent drainage facility, hereafter referred to as "Facility," with the Facility and easement referred to collectively herein as the "Easement" and the Easement being more particularly described in Exhibit "B" attached hereto and incorporated by reference herein. The Easement rights granted hereby include all rights of ingress and egress in connection with the exercise of the rights and privileges herein granted. The Facility includes rock rip-rap and other erosion control measures in, upon and across a portion of the Easement Property, together with the right and privilege at any and all times to enter Easement Property, or any part thereof, for the purpose of construction, operating, maintaining, replacing, upgrading, and repairing said Facility.

2. Grant of Easement. Grantor further grants, sells and conveys unto the public through the County a perpetual drainage easement on, over and across the Easement Property for the purpose of allowing the Grantee to perform maintenance.

3. Operation and Maintenance. The operation and maintenance of the Easement and Facility described herein and located within the Easement shall be the responsibility of the Grantee. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Easement in the manner described herein.

4. Grantor Obligations. Grantor acknowledges and agrees it does not have the right to block or impair the Easement or take any action to prevent the easement purpose. In no event shall Grantor use the Easement in any manner which interferes in any material way or is inconsistent with the rights granted hereunder.

5. Grantee Obligations. Grantee shall be obligated to restore the surface of the Easement Property to a condition reasonably similar to the condition of the Easement Property that existed before any maintenance provided, however, that Grantee shall not be obligated to restore or replace damage to improvements installed in violation of the provisions and intended use of this Easement.

6. Miscellaneous.

a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto and shall continue in full force and effect until Grantee terminates the Easement in writing.

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

d. This instrument shall be binding upon the respective successors and assigns of the parties hereto.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, this instrument is executed this 20<sup>th</sup> day of January, 2025

GRANTOR: OGDEN FAMILY TRUST

Charles T. Ogden

STATE OF TEXAS §

COUNTY OF Tarrant §

BEFORE ME, the undersigned, on this day personally appeared Charles T. Ogden 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.

Tina M. Lewis  
Notary Public in and for the State of Texas

(SEAL)



COLLIN COUNTY, TEXAS

By: [Signature]

Name: CHRIS HILL

Title: COUNTY JUDGE

Date: 28 FEB 2025

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF Collin §

This instrument was acknowledged before me on the 28th day of February, 2025, by Chris Hill, County Judge of Collin County, Texas, a political subdivision of the State of Texas, on behalf said political subdivision.

[Signature]  
Notary Public in and for the State of Texas

(SEAL)

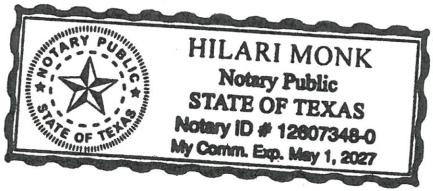


Exhibit A

That certain 47.74 acres in the Benjamin Bland Survey, Sheet 2, Tract 20, A-0029, Collin County, Texas, which property is more commonly known as 8478 CR 623, Blue Ridge, TX 75424

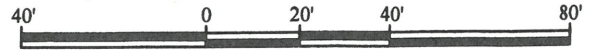


#### LEGEND OF ABBREVIATIONS

- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
- P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS
- DOC.# DOCUMENT NUMBER
- C.M. CONTROLLING MONUMENT

#### NOTE:

Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83), distances are surface with a combined scale factor of 1.00015271

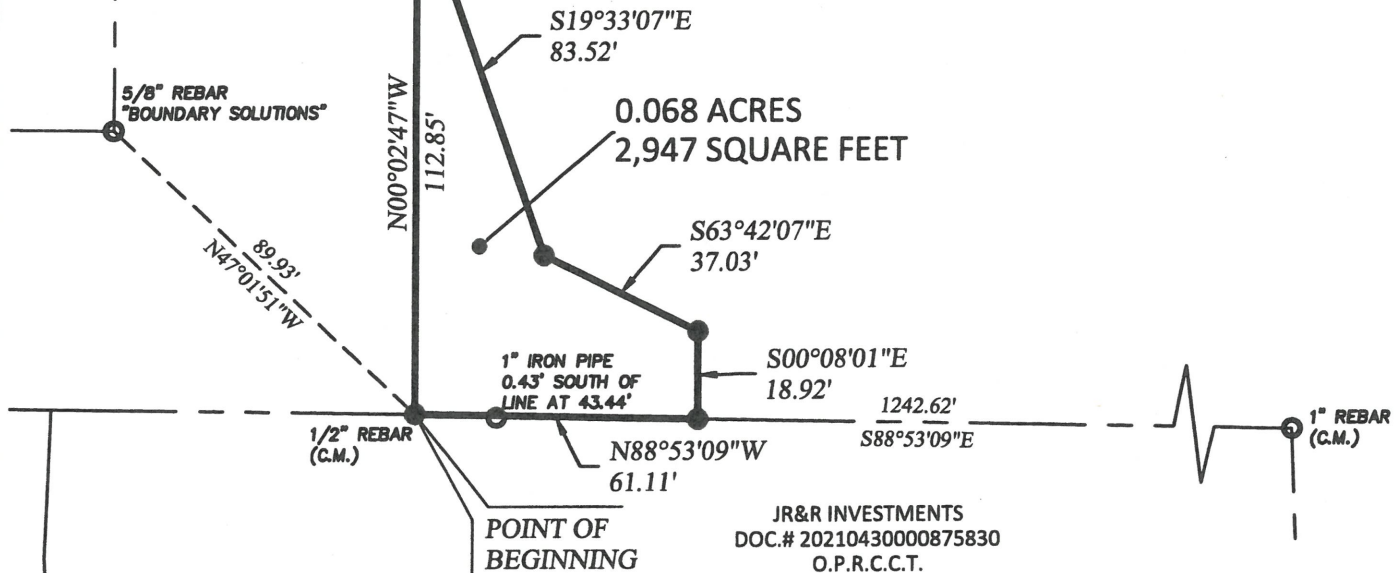


SCALE: 1" = 40'

COUNTY ROAD 623

R.O.W. VARIES  
(CALLED 60' R.O.W. DEDICATION  
BY PLAT ~ VOL. 2022, PG. 2, P.R.T.C.T.)

TRACT DESCRIBED IN DEED TO CHARLES T.  
OGDEN, ET. AL, TRUSTEES  
OGDEN FAMILY TRUST  
DOC.# 2024000028615, O.P.R.C.C.T.



**BARTON CHAPA  
SURVEYING**

3601 NE Loop 820, Ste. 108  
Fort Worth, TX 76137  
Phone: 817-864-1957  
info@bcsdfw.com  
TBPLS Firm #10194474

**EXHIBIT "B"**  
**2,947 SQUARE FEET IN THE**  
**B. BLAND SURVEY, ABSTRACT NO. 29**  
**COLLIN COUNTY, TX**

### PROPERTY DESCRIPTION

**BEING** a tract situated in the B. Bland survey, abstract number 29, Collin County, Texas, being part of the tract described in the deed to Charles T. Ogden, et. al., trustees of the Ogden Family Trust, recorded in document number 2024000028615, Official Public Records, Collin County, Texas, the subject tract being more particularly described as follows:

**BEGINNING** at a 1/2 inch rebar found at the southwest corner of said Ogden tract, from which a 5/8 inch rebar with cap stamped "BOUNDARY SOLUTIONS found at angle point on the western side of a right-of-way dedication by plat recorded in volume 2022, page 2 bears NORTH 47 degrees 01 minute 51 seconds WEST, 89.93 feet;

**THENCE** with the west line of said Ogden tract, NORTH 00 degrees 02 minutes 47 seconds WEST, a distance of 112.85 feet;

**THENCE** through the interior of said Ogden tract, the following calls:

1. SOUTH 19 degrees 33 minutes 07 seconds EAST, a distance of 83.52 feet;
2. SOUTH 63 degrees 42 minutes 07 seconds EAST, a distance of 37.03 feet;
3. SOUTH 00 degrees 08 minutes 01 second EAST, a distance of 18.92 feet to a point in the south line of said Ogden tract, from which a 1" rebar found at its re-entrant corner bears SOUTH 88 degrees 53 minutes 09 seconds EAST, 1,242.62 feet;

**THENCE** with the south line of said Ogden tract, NORTH 88 degrees 53 minutes 09 seconds WEST, passing at a distance of 43.44 feet a point from which a 1" iron pipe found bears SOUTH 0.43 feet, continuing for a total distance of 61.11 feet, returning to the **POINT OF BEGINNING** and enclosing 0.068 acres (2,947 square feet) of land, more or less.

**THE SOLE PURPOSE OF THIS EXHIBIT/DESCRIPTION IS TO DESCRIBE A PROPOSED EASEMENT WITH RESPECT TO THE PARENT DEED. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, AND SURVEYOR HAS PERFORMED NO INDEPENDENT TITLE SEARCH. THEREFORE, THERE MAY EXIST EASEMENTS, ENCUMBRANCES, DEDICATIONS, OR OTHER RECORDED DOCUMENTS WHICH AFFECT THE SUBJECT PROPERTY, AND ARE NOT REFLECTED HEREON. SURVEYOR RECOMMENDS PERFORMANCE OF A FULL TITLE SURVEY WITH TITLE COMMITMENT PRIOR TO ENGAGING IN ANY DESIGN, CONSTRUCTION, OR PLANNING.**



A handwritten signature in cursive script, appearing to read "John Barton".



**BARTON CHAPA  
SURVEYING**

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