



AFTER RECORDING, RETURN TO:  
Town of Prosper  
P.O. Box 307  
Prosper, Texas 75078

STATE OF TEXAS )  
 )  
COUNTY OF COLLIN )

AMENDED ANNEXATION AGREEMENT

This Amended Annexation Agreement ("Agreement") is made and entered into as of this 23<sup>rd</sup> day of July, 2014 ("Effective Date"), by and between the Town of Prosper, Texas ("Town"), and Y-C Nurseries, Inc. ("Owner") on the terms and conditions hereinafter set forth.

WHEREAS, Owner owns approximately 12.376 acres, more or less, situated in the Collin County School Land Survey, Abstract 147, Collin County, Texas, which is more particularly described in *Exhibit "A"*, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, on or about January 29, 2009, the Town and the Owner entered into an Annexation Agreement ("2009 Annexation Agreement"), pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, relative to the Property; and

WHEREAS, the 2009 Annexation Agreement provided in Section 7 thereof, in part, that the term of said 2009 Annexation Agreement was five (5) years from the effective date of said Agreement; and

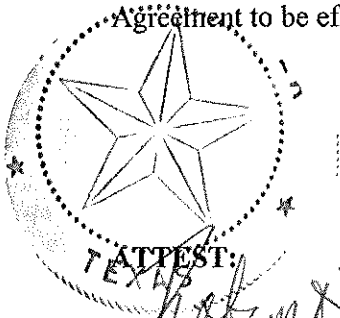
WHEREAS, it is the intent of the Town and the Owner to renew the 2009 Annexation Agreement for an additional five (5) year term, and that all other provisions of the 2009 Annexation Agreement shall remain in full force and effect except to the extent referenced in this Agreement.

NOW, THEREFORE, this Agreement is hereby made and entered into by the Town and the Owner for and in consideration of the foregoing premises and the mutual covenants contained hereinafter, the sufficiency of which are hereby acknowledged by the parties:

1. Extension of Term. The term of the 2009 Annexation Agreement is hereby extended an additional five (5) years, from the date of execution of this Agreement.

2. Provisions of 2009 Annexation Agreement in Full Force and Effect. All other provisions of the 2009 Annexation Agreement shall remain in full force and effect, except to the extent amended herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.



Robyn Battle  
Robyn Battle, Town Secretary

TOWN OF PROSPER, TEXAS

By: Harlan Jefferson  
Harlan Jefferson, Town Manager

OWNER:  
Dail C. Yang  
Y-C Nurseries, Inc.

STATE OF TEXAS       )  
                                  )  
COUNTY OF COLLIN    )

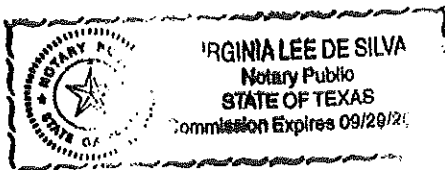
This instrument was acknowledged before me on the 23<sup>RD</sup> day of July, 2014, by Harlan Jefferson, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper.



Carol Myers  
Notary Public, State of Texas

STATE OF TEXAS       )  
                                  )  
COUNTY OF COLLIN    )

This instrument was acknowledged before me on the 6<sup>th</sup> day of May, 2014, by Y-C Nurseries, Inc., Owner of the Property referenced herein, on his/her behalf.



Virginia Lee de Silva  
Notary Public, State of Texas



# **ANNEXATION AGREEMENT**

AFTER RECORDING,  
RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into as of this 29 day of January, 2009, ("Effective Date") by and between the Town of Prosper, Texas, ("Town") and David M. Leinen ("Owner") on the terms and conditions hereinafter set forth.

WHEREAS, Owner owns approximately 12.376 acres, more or less, situated in the Collin County School Land Survey, Abstract No. AO147, Collin County, Texas, which is more particularly described in *Exhibit "A"*, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Town and the Owner desire that the property be developed as set forth herein; and

WHEREAS, Town in accordance with Section 43.035 of the Texas Local Government Code desires to annex certain lands including the Property; and

WHEREAS, pursuant to Section 212.172 of the Texas Local Government Code, Town is authorized to make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality for purposes set forth in that section; and

WHEREAS, the parties desire to agree on the matters set forth in this Agreement pursuant to Section 212.172 of the Texas Local Government Code and for the purposes set forth in that section.

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Town and Owner agree as follows:

1. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Owner represents that it is the sole owner of the Property.

2. Use and Development.

a. General. Except as provided for in Section 2(b) (c) and (d) of this Agreement, the use and development of the Property before and after annexation shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth by the ordinances of Town (including but not

limited to the Comprehensive Zoning Ordinance and the Subdivision Regulations) as they exist or may be amended. Prior to annexation, the Property shall be developed as if it has been designated with Agricultural (A) zoning.

- b. Existing Use. The Town recognizes that at the time of execution of this Agreement, the Owner is operating a Major Nursery on the Property (the "Existing Use"). For purposes of this section, a Major Nursery shall mean an establishment for the cultivation and propagation, display, storage, and sale (retail and wholesale) of large plants, shrubs, trees, and other materials used in indoor or outdoor plantings; and the contracting for installation and/or maintenance of landscape materials as an accessory use, with outdoor display and storage permitted. Although the Prosper Zoning Ordinance as adopted on May 10, 2005 prohibits Major Nurseries from being located in an Agricultural Zoning District, the Owner shall be permitted to continue operating the Existing Use as long as so permitted under the applicable Texas and local law. At the time of execution of this agreement, the parties cannot agree as to what, if any, power the Town will have to require Owner to modify or discontinue the Existing Use or the Planned Projects after any future annexation. Under no circumstance shall this paragraph be interpreted as a waiver by either party of any right, claim, defense, or legal argument regarding the existence, nature, and extent of the Town's power to require Owner to modify or discontinue the Existing Use or the Planned Projects after any future annexation. Without limitation of the foregoing, Owner expressly reserves any right, claim, defense or legal argument as to the Existing Use and the Planned Projects under Texas Local Government Code Section 43.002 (as the same may be from time to time amended) or under any successor to or recodification of such statute, and the Town reserves any right, claim, defense or legal argument under its present and future ordinances relating to legal nonconforming uses and other ordinances that might affect the Property.
- c. Planned Projects. The Town recognizes that at the time of execution of this Agreement, the County has issued building permits to the Owner for the expansion and improvements of the Existing Use ("Planned Projects"). Copies of these permits are attached hereto as *Exhibit "B"* (County-issued Permits). Except as otherwise provided herein, the Owner does not need to apply for additional permits from the Town to construct the Planned Projects, but what qualifies as part of the Planned Project shall be strictly construed to only include those improvements and expansions expressly allowed for under the County-issued Permits. For example, if one of the permits allows for the construction of a metal building, the Owner may not erect a masonry building without first complying with the Town's ordinances and obtaining a permit from the Town. Furthermore, if the Owner fails to initiate the Planned Projects before the expiration of the County-issued Permits, then such

Planned Projects may not be initiated without first complying with the Town's ordinances and obtaining a permit from the Town.

- d. Screening. Screening requirements in Chapter 4, Section 5 of 2.0 of the Prosper Zoning Ordinance (Ordinance No. 05-20 and Ordinance No. 07-42), as it exists or may be amended, shall not be enforced against the Property until a permit is requested relating to the Property, at which time, all screening requirements must be met before such permit is issued.

3. Annexation. Town will not annex the Property, unless requested to do so by Owner, during the term of this Agreement provided that Owner complies with the terms and conditions of this Agreement. Simultaneously with the termination of this Agreement, Town and Owner agree that Town may, in its sole discretion, initiate annexation proceedings for the Property (the "Annexation").

**EXCEPT AS OTHERWISE PROVIDED IN SECTION 2B OF THIS AGREEMENT, OWNER HEREBY RELEASES TOWN, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR OBJECTIONS, IT/THEY MAY HAVE WITH REGARD TO THE ANNEXATION AS DESCRIBED IN THIS PARAGRAPH OR PARAGRAPH 8 OF THIS AGREEMENT.**

4. Water and Sewer Service. Following annexation of the Property by Town, Town agrees to provide sanitary sewer service for the Property in the same manner and in accordance to the same schedule as any retail development in Town if it can legally do so and in accordance with the annexation service plan. Town agrees to provide water service for the Property in the same manner and in accordance to the same schedule as any development in Town if it can lawfully do so. Upon being requested to do so by Town, Owner agrees to execute and convey an easement to Town, at no cost to Town. This easement shall be located along the Property line abutting Highway 380 and extending 100 (one hundred) feet north of said property line. Such easement shall be used as a utility easement for the construction and/or extension of water and/or sewer facilities. The Owner shall deliver such easement free from any liens or other encumbrances. Said easement shall be materially in the same form as *Exhibit "C"*, attached hereto and incorporated herein for all purposes, and shall contain legal descriptions and diagrams of the easement.

5. Impact Fees. The Property shall be subject to impact fees adopted by Ordinance No. 06-91, as it exists or may be amended. Impact fees shall not be assessed in relation to the continued operation of the Existing Use and/or the Planned Projects. If Ordinance No. 06-91 requires impact fees for any development beyond the Planned Projects and/or a change of use on the Property, such impact fees shall be required.

6. Other Development Fees. Town ordinances covering park dedication and/or payment in lieu of dedication of land, permit fees, escrow fees and the like ("Other Development Fees") are not affected by this Agreement and shall be applied to the Property in the same manner as any other Property located within Town's corporate boundaries. Other Development Fees shall not be assessed in relation to the continued operation of the Existing Use and/or the Planned Projects. However, other Development Fees, if authorized under the Town's ordinances, shall be assessed (a) for any

change in use on the Property, or (b) any development or construction that does not qualify as a Planned Projects.

7. Term. This Agreement is an agreement authorized by Section 212.172 of the Texas Local Government Code. The term of this Agreement shall be five (5) years from the effective date. The term of this Agreement shall not be affected by the fact that some or all of the Property is annexed into the corporate limits of Town.

8. Default. If any party breaches any of the terms of this Agreement, that party shall be in default ("Defaulting Party") of this Agreement ("Event of Default"). If an Event of Default occurs, the non-defaulting party shall give the Defaulting Party written notice of such Event of Default, and if the Defaulting Party has not cured such Event of Default within thirty (30) days of said written notice, this Agreement is breached. Each party is entitled to all remedies available to it at law or in equity. In addition to the other remedies available to the parties, if the Owner breaches or is in default on this Agreement and fails to cure such breach or default within the cure period as stated herein, both parties agree that such breach or default shall constitute the Owner's petition for voluntary annexation.

9. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

Town: Town of Prosper  
Attn: Town Manager  
P.O. Box 307  
Prosper, Texas 75078

With copy to: Abernathy, Roeder, Boyd & Joplin, P.C.  
Attn: Rebecca Brewer  
1700 Redbud Blvd., Suite 300  
P.O. Box 1210  
McKinney, Texas 75070-1210

Owner: Y-C Nurseries, Inc.  
Attn: David M. Leinen, President  
P.O. Box 59302  
Dallas, Texas 75229

10. Miscellaneous.

(a) Assignment. This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Owner shall give notice immediately to Town of the name, address, phone number and contact person of the person or entity acquiring an interest in the

Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Owners' successors and assigns.

(b) Compliance with Ordinances. Except as provided for in Section (2)(b),(c), and (d), the parties agree that the Owners shall be subject to all ordinances of Town, and all construction will be in accordance with applicable ordinances and regulations of Town, whether now existing or in the future arising.

(c) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

(d) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

(e) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(f) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(g) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(h) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(i) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Sovereign Immunity. The Town hereby waives its sovereign immunity with regards to any breach by the Town of this Agreement, but shall maintain its sovereign immunity in all other regards.

(l) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document

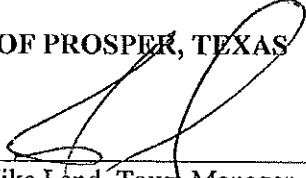
(m) Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

(n) No Chapter 245 Permit. This Agreement, and any requirement contained in this Agreement, shall not constitute a "permit" as defined in Chapter 245, Texas Local Government Code. **THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

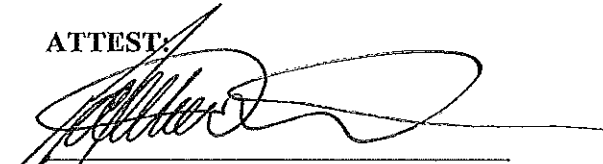
IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

TOWN OF PROSPER, TEXAS

By:

  
Mike Land, Town Manager

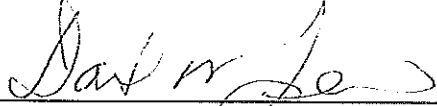
ATTEST:

  
Matthew Denton, Town Secretary

OWNER:

Y-C NURSERIES, INC.

By:

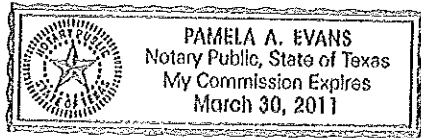
  
David M. Leinen, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared Mike Land, Town Manager of Town of Prosper, Texas, being the person whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for Town of Prosper, Texas, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of March, 2009.

Pamela A. Evans  
Notary Public in and for the State of Texas  
My Commission Expires:  
3-30-11

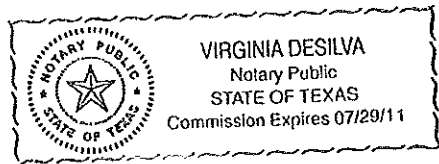


STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared David M. Leinen, President, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for Y-C Nurseries, Inc., and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23<sup>rd</sup> day of January, 2009.

Virginia Desilva  
Notary Public in and for the State of Texas  
My Commission Expires:



**Exhibit "A"**  
**Description and Depiction of Property**

EXHIBIT "A"

Being a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, and being 12.376 acres, out of a 25 acre tract which is described in a Deed recorded in Clerk's File No. 99-84538, Collin County Land Records, and out of a 8.655 acre tract which is described in a Deed recorded in Clerk's File No. 99-0104398, Collin County Land Records, and being more particularly described as follows:

BEGINNING at a point in the North line of U.S. Highway No. 380, said point being the Southeast corner of a 5.490 acre tract conveyed to Five Sac Self Storage Corp, as recorded in Volume 4762, Page 1011 of the Deed Records of Collin County, Texas;

THENCE North 00 deg. 43 min. 47 sec. East along the East line of said 5.490 acre tract, 845.10 feet to a 5/8" iron rod found for corner;

THENCE North 89 deg. 29 min. 36 sec. West along the North line of said 5.490 acre tract, 283.02 feet to a 5/8" iron rod found for corner;

THENCE North 00 deg. 43 min. 45 sec. East, 734.12 feet to an iron pipe found for corner;

THENCE South 89 deg. 43 min. 07 sec. east, 238.68 feet to a 1/2" iron rod found for corner;

THENCE South 89 deg. 42 min. 32 sec. East, 407.95 feet to a 1/2" iron rod with red FD cap set for corner;

THENCE South 00 deg. 44 min. 34 sec. West, 737.89 feet to a 1/2" iron rod with red FD cap set for corner;

THENCE North 89 deg. 15 min. 26 sec. West, 288.23 feet to a 1/2" iron rod with red FD cap set for corner;

THENCE South 00 deg. 44 min. 34 sec. West, 845.00 feet to a 1/2" iron rod with red FD cap set for corner in the North line of U.S. Highway No. 380;

THENCE North 89 deg. 29 min. 33 sec. West along said North line, 75.00 feet to a 5/8" iron rod found for corner and containing 12.376 acres (539,103 square feet) of land.



**Exhibit "B"**  
**County-Issued Permits**



**Y-C Nurseries Inc.  
1532 Hwy 380 West  
Permit # 08-1406  
Dave Leinen / 972-241-0748**

**Bldg. Info:**

12,000 sq. ft.

# of bathrooms: 4

# of employees:  $6 \times 4 = 24$  GPD

Hours of operation: 7a - 5p Monday - Friday

Occupancy load:  $7 \times 4 = 28$  GPD

**OSSF Info:**

Aerobic

T 500

A 500

P 500

2@20'

2-20' @ 200 = 1395 sq. ft.

1-13.5' @ 180 = 286 sq. ft.

- 734 sq. ft. of overlap area = 947 total sq. ft. of application area.

\*OSSF is designed for a max GPD of 40\*

Permit conditions -- This permit is approved for a warehouse/office type of usage ONLY with the following conditions. Any change in usage is a violation of permit conditions. Notify Collin County Development Services prior to change in usage (failure to comply with the conditions will result in permit revocation and/or fines):

- Hours of operation: Monday - Friday 7a - 5p
- Business is closed Saturday and Sunday.
- Only 6 full time employees on the premises at ANY time during business hours ONLY.
- Approved maximum GPD of 28 and can NOT be exceeded.
- Business is not open to the public.
- OSSF is approved for connection to restrooms, ONLY (hand-washing sinks, toilets, etc). No water from floor drains, equipment wash-down, etc will be allowed in this system.

**Collin County Development Services**

Permit ID Card # 08-1406

**STRUCTURE AND OSS**

(CONSTRUCTION CARD TO BE PLACED IN VIEW &

OR SEE UNTIL COMPLETION OF PROJECT)

Company Name:

Y-C NURSERIES

Location:

1532 Hwy. 380 W.

Permit (Company):

CA Serv Issue Date: 2/6-08 OSS Permit Expiration Date: 2-26-09

**THIS IS NOT A LICENSE TO OPERATE THE OSS**

**THIS IS NOT A PERMIT - SEE PERMIT PERMIT FOR REQUIREMENTS**

**Y-C Nurseries Inc.**  
**1532 Hwy 380 West**  
**Permit # 08-1406**  
**Dave Leinen / 972-241-0748**

**Bldg. Info:**

12,000 sq. ft.

# of bathrooms: 4

# of employees:  $6 \times 4 = 24$  GPD

Hours of operation: 7a - 5p Monday - Friday

Occupancy load:  $7 \times 4 = 28$  GPD

**OSSF Info:**

Aerobic

T 500

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- 734 sq. ft. of overlap area = 947 total sq. ft. of application area.

\*OSSF is designed for a max GPD of 40\*

Permit conditions - This permit is approved for a warehouse/office type of usage **ONLY** with the following conditions. Any change in usage is a violation of permit conditions. Notify Collin County Development Services prior to change in usage (failure to comply with the conditions will result in permit revocation and/or fines):

- Hours of operation: Monday - Friday 7a - 5p
- Business is closed Saturday and Sunday.
- Only 6 full time employees on the premises at ANY time during business hours **ONLY**.
- Approved maximum GPD of 28 and can **NOT** be exceeded.
- Business is not open to the public.
- OSSF is approved for connection to restrooms, **ONLY** (hand-washing sinks, toilets, etc). No water from floor drains, equipment wash-down, etc will be allowed in this system.

**Coffin County Development Services**

**Permit ID Card # 08-17242**

**STRICTLY ONLY**

(OPERATION CARD TO BE PLACED IN VIEW &

ON SITE UNTIL COMPLETION OF PROJECT)

Occupancy Name: Y.-C. NURSERYES, INC.

Location: 1534 W. HUBY. 380

Power Company: Co Serv Issue Date: 8-11-08

**THIS IS NOT A PERMIT - SEE PRINTED PERMIT FOR  
REQUIREMENTS**

**Collier County Development Services**

**Permit ID Card #** 08-1406

**STRUCTURE AND OSSF**

**(IDENTIFICATION CARD TO BE PLACED IN TRUCK &**

**ON SITE UNTIL COMPLETION OF PROJECT)**

Occupancy Name:

Y-C ADV SERVICES

Location:

1532 Hwy. 380 W.

Permit (Component) Co Serv Issue Date- 26-08 OSSF Permit Expiration Date- 26-09

**THIS IS NOT A LICENSE TO OPERATE THE OSSF**

**THIS IS NOT A PERMIT - SEE PERMITD PERMIT FOR REQUIREMENTS**

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RETAIN THIS PORTION FOR YOUR RECORDS

PERMIT NO. 08-1744 DATE 8-11-08

PERMIT NAME: Y-C Nurseries, Inc.

THIS INFORMATION IS REQUIRED WHEN SCHEDULING INSPECTIONS  
TO SCHEDULE AN INSPECTION, PLEASE CALL  
(972)548-5585 OR METRO (972)424-1460 EXT. 5585

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COLLIN COUNTY DEVELOPMENT SERVICES  
 222 N. McDonald St., Ste. 101

Mckinney, Texas 75049  
 972/548-3385

Application Number . . . . . 08-0000740 Page  
 Date 8/11/08 5

Special Notes and Comments

There is evidence of an illegal water meter connection at the time of final inspection. The inspection will be failed and will not be passed until approval is issued from the water surveyor in writing and a copy submitted to Development Services. **ABSOLUTELY NO plumbing or electrical work shall be covered before being inspected and approved by Collin County Inspector - NO EXCEPTIONS**  
 YOU WERE GIVEN A LETTER FROM COLLIN COUNTY FIRE MARSHAL DATED 8-6-08 THIS LETTER DETAILS ADDITIONAL COMPLIANCE ISSUES FOR YOUR SPECIFIC OCCUPANCY TYPE. IF YOU DID NOT RECEIVE THE LETTER OR IF YOU HAVE ANY QUESTIONS PLEASE CALL OUR OFFICE AT 972/548-3385. THANK YOU.  
 TJS: 08/11/2008 07:58 AM JAMES17  
 \*\*\*\*\*YOU MUST have this permit number available when\*\*\*\*\*  
 \*\*\*\*\*rescheduling inspections - NO INSPECTION WILL BE\*\*\*\*\*  
 \*\*\*\*\*SCHEDULED WITHIN PERMIT NUMBER.\*\*\*\*\*  
 \*\*\*\*\*NOTE: During any inspection, the inspector will ONLY note the first five (5) failing code items. Once an inspector has identified five (5) failing items, the inspection will cease at that time and no further items will be inspected. These failing items and any other situations contrary to adopted codes must be corrected for any re-inspection. A failed re-inspection will result in a penalty fee. IF THIS IS YOUR FIRST PROJECT IN COLLIN COUNTY, PLEASE SCHEDULE A MEETING WITH AN INSPECTOR PRIOR TO BEGINNING YOUR PROJECT TO AVOID ANY PROJECT DELAYS AND/OR FEES.\*\*\*  
 I certify that I am the property owner or the property owner's agent and that I have received, read and understand all "Special Notes and Comments"/permit requirements and I understand that this printed permit must be presented to the property owner!

*David M. Leinen*  
 Signature

08/12/08  
 Date Received

DAVID M. LEINEN  
 Printed Name

Fee Summary	Charged	Paid	Credited	Due
Permit Fee Total	11384.70	.00	.00	11384.70
Grand Total	11384.70	.00	.00	11384.70

MUST have Permit Location Card posted along with 911 Permit address posted VISIBLE from Street or inspection WILL NOT be performed.

DELLIN COUNTY DEVELOPMENT SERVICES  
 323 N. McDonald St., Ste. 12A

Waxahatchee, Texas 75167  
 972/528-0585

Application Number . . . . . 05-00001704      Page  
 Property Address . . . . . 1034 (PROSPER) W HIGHWAY 880      Date 3/11/08  
 Tax ID Number . . . . .  
 Site Address . . . . .  
 Tenant nbr. Name . . . . .  
 Application description . . . . . COMMERCIAL OTHER      % REFINISHED (ELEC ONLY)  
 Subdivision Name . . . . .

Permit . . . . . COMMERCIAL SHELL-TENANT FINISH

Additional: none . . . . .

Required inspections

Seq	Inspection Code	Description	Initials	Date
10-10	NC01	INSPECTION 1 (7-POLE)		
10-10	NC05	INSPECTION 5 (RCH-FL 881)		
10-10	NC08	INSPECTION 8 (ELEC ROUGH)		
10-10	NC09	INSPECTION 9 (FINISH)		
10-10	SP4	OSSP FINAL INSPECTION		
10-10	SP3	OSSP INITIAL INSPECTION		
10-10	NC13	INSPECTION 13 (ALSO TOP-OUT)		
10-10	NC23	INSPECTION 23 (ELEC FIXTURES)		
10-10	NC08	INSPECTION 8 (MISCELLANEOUS)		
10-10	NR07	INSPECTION 7 (C.B.)		

RETAIN THIS PORTION FOR YOUR RECORDS

MIT NO. 08-1406 DATE: 6-26-08

MIT NAME: V-C Nurseries

THIS INFORMATION IS REQUIRED WHEN SCHEDULING INSPECTIONS  
TO SCHEDULE AN INSPECTION, PLEASE CALL  
(972)548-5585 OR METRO (972)424-1460 EXT. 5585

COLLIN COUNTY DEVELOPMENT DEPARTMENT  
 505 W. MCKINNEY ST. SUITE 100

Building Under Construction  
 1982 S.A.S. 1000

Application Number: 18-17-01-00 Date: 1 24 08  
 Property Address: 1000 W. MCKINNEY & HIGHWAY 280  
 Tax ID Number: 1000  
 City Address: 1000  
 Applicant Name: \* AEROBIC SYSTEM \*\*  
 Application type description: COMMERCIAL OFFICES, BANKS & PROFESSION. BLD  
 Subdivision Name:  
 Application Valuation:

Owner: J.C. NURSERIES, INC.  
 PO BOX 20302  
 DALLAS TX 75220  
 (972) 244-2750

Contractor: MCCARTY PATRICK / NOT ME  
 1150 OLD TIGER RD  
 SENTER TX

--- Structures Information (000 100) OFFICE-WAREHOUSE/AEROBIC SYSTEM ---  
 Construction type: \*\*NEEDS TO BE ENTERED\*\*  
 Occupancy type: \*\*NEEDS TO BE ENTERED\*\*  
 Flood Zone: FLOOD ZONE  
 Other struct info: SEE FILE  
 RECORD ASST. PL: FILED FILE #1-2347  
 SURVEY FILED  
 PLAT LOCATION FILED  
 LOG PLANS FILED  
 PERMITS  
 OSSF SITE EVAL. FILED  
 OSSF DESIGN FILED  
 OSSF APPTD FILED  
 OSSF SVC. CONTR.  
 FIREPLACE (Y/N)  
 LOG LIGHTED (Y/N)  
 HEATING (ELEC./LP)  
 HOT WATER (ELEC./LP)  
 # OF BEDROOMS  
 # OF BATHS  
 TELEPHICAL COMPANY  
 CITY  
 ZIP  
 FIRE DISTRICT

Permit: COMMERCIAL BUILDING  
 Additional desc:  
 Sub Contractor: BAILEY TOM  
 Sub Contractor: BAILEY TOM  
 Permit Fee: \$550.00  
 Issue Date: 8/24/08 Valuation: \$0

Qty	Unit	Charge	Per	Extension
15000.00		2000	BASE FEE	30000.00
			COMMERCIAL	2400.00

Permit: OSSF SURFACE IMPROVEMENT  
 Additional desc:  
 Permit Fee: 475.00  
 Issue Date: 8/22/08 Valuation: \$0  
 Expiration Date: 8/26/07

Qty	Unit	Charge	Per	Extension
1.00		475.0000	OSSF NEW COMMERCIAL - MAINT	475.00

Special Notes and Comments  
 THE MOST CURRENT VERSIONS OF THE FOLLOWING CODES WILL HAVE  
 TO BE FOLLOWED BY CONSTRUCTION AND OPERATION OF YOUR  
 PROJECT:  
 INTERNATIONAL FIRE CODE  
 INTERNATIONAL BUILDING CODE

MAY have Permit Location Data entered along with Bill Survey  
 Address posted VISIBLE from roadway or inspection WILL NOT  
 be performed.

COLLIN COUNTY DEVELOPMENT SERVICES  
200 N. HICKORY AVE., SUITE 100  
FARGO, TEXAS 75040

Collin County, Texas 75040  
75040 200 1000

Application Number . . . . . 06-1004494

Page  
Date 6/26/08

Special Notes and Comments  
INTERNATIONAL PLUMBING CODE  
INTERNATIONAL MECHANICAL CODE  
INTERNATIONAL FIRE CODE (NFPA)  
NATIONAL ELECTRIC CODE

It is illegal to run 2" water services off of 1 water meter. You must verify that the water connection that you have made will mate to a water purveyor's meter in a legal and approved connection. If there is evidence of an illegal water meter connection at the time of final inspection, the inspection will be failed and will not be passed until approval is issued from the water purveyor in writing, and a copy submitted to Development Services.

ABSOLUTELY NO PLUMBING OR ELECTRICAL WORK SHALL BE COVERED BEFORE BEING INSPECTED AND APPROVED BY COLLIN COUNTY INSPECTOR - NO EXCEPTIONS\*\*  
YOU WERE GIVEN A LETTER FROM COLLIN COUNTY FIRE MARSHAL DATED 4-13-08. THIS LETTER DETAILS ADDITIONAL COMPLIANCE ISSUES FOR YOUR SPECIFIC OCCUPANCY TYPE. IF YOU DID NOT RECEIVE THE LETTER OR IF YOU HAVE ANY QUESTIONS PLEASE CALL OUR OFFICE AT 972/548-5325. THANK YOU.  
7/5/06/23/2008 12:13 PM JAMES17

DOE TO THE CLOSE PROXIMITY OF THE OSSF SPRAY TO 1 OR MORE PROPERTY LINE(S), SPRINKLER OPERATION SHALL BE CONTROLLED BY COMMERCIAL IRRIGATION TIMER SET TO SPRAY ONLY BETWEEN MID-NIGHT AND 5:00 AM\*\*

These instructions MUST be provided to the individual that will be installing the OSSF (licensed individual or homeowner).

Final Power will not be released to structure until OSSF final inspection has been passed/issued\*\*  
OSSF PERMIT EXPIRES 1 YEAR FROM DATE OF ISSUANCE\*\*

- (1) AN AERIBIC SYSTEM IS APPROVED AS DESIGNED.
- (2) MUST BACKFILL WITH APPROVED SOIL.
- (3) OSSF SYSTEMS REQUIRING ANY ELECTRICAL PUMP OR SERVICE WILL BE REQUIRED TO MEET NEC STANDARDS WITH A 10-3 WITH A GROUND AS A MINIMUM TO BE RULLED.
- (4) INSTALLER HAS TO BE ON SITE FOR ANY OSSF INSPECTION
- (5) NO PART OF AN OSSF CAN BE WITHIN 25' OF A SWIMMING POOL.
- (6) ADDRESS MUST BE POSTED ALONG WITH PERMIT DURING ALL PHASES OF CONSTRUCTION.

SIGNED SERVICE CONTRACT MUST BE ON FILE PRIOR TO FINAL INSPECTION  
FILED PUBLIC RECORDS AFFIDAVIT SHOWING OWNERSHIP MUST BE ON FILE IN DEVELOPMENT SERVICE OFFICE PRIOR TO FINAL INSPECTION

SPRAY AREAS AS DESIGNED - 90° OR 120°  
754 sq. ft. of overlap area  
MAXIMUM LOADING ON THE SYSTEM - 13 GPD \*\*\*  
500 gal trash 500 gal sump unit 200' and pump tank  
Load configuration: % of heads Radius & degrees of spray  
(2)20' @ 200 degrees  
(1) 13.5' @ 100 degrees

Permit conditions - This permit is approved for a warehouse office use of usage ONLY with the following conditions. Any change in usage is a violation of permit conditions. Notify Collin County Development Services prior to change in usage (failure to comply with the conditions will result in permit revocation and/or fines).

MUST have permit location cards posted along with 3rd Rural Address posted VISIBLE from roadway at inspection WILL NOT be performed.

INDIAN COUNTY DEPARTMENT SERVICES  
 202 N. McDONELL ST., ETC. IN

McIntosh, Tazew 7006  
 612-242-5100

Application Number: 02-00001406 Page Date: 6/26/08

Special Notes and Comments  
 \* Hours of operation: Monday - Friday 7a - 3p  
 \* Business is closed Saturday and Sunday.  
 \* Only full time employees on the premises at any time during business hours ONLY.  
 \* Approved maximum SPD of 55 and can NOT be exceeded.  
 \* Business is not open to the public.  
 \* SPD is required for connection to restrooms, ONLY hand-washing sinks, toilets, etc. No water from floor drains, equipment wash-down, etc will be allowed in this event.  
 \*\*\*\*\* YOU MUST have this permit number available when \*\*\*\*\*  
 \*\*\*\*\* scheduling inspections - NO INSPECTION will be \*\*\*\*\*  
 \*\*\*\*\* SCHEDULED WITHOUT PERMIT NUMBER. \*\*\*\*\*  
 I certify that I am the property owner or the property owner's agent and that I have received, read and understand all "Special Notes and Comments" permit requirements and understand that this printed permit must be presented to the property owner.

*David M. Leinen*  
 Signature  
 DAVID M LEINEN  
 Printer Name

06/27/08  
 Date Received

Fee Summary	Charged	Paid	Credited	Due
Permit Fee Total	3125.00	.00	.00	3125.00
Grand Total	3125.00	.00	.00	3125.00

MUST have Permit Location Card placed along with 911 Rural Address posted VISIBLE from road or inspection will NOT be performed.



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RETAIN THIS PORTION FOR YOUR RECORDS

PERMIT NO. 08-1744

DATE: 8-11-08

PERMIT NAME: Y-C Nurseries, Inc.

THIS INFORMATION IS REQUIRED WHEN SCHEDULING INSPECTIONS  
TO SCHEDULE AN INSPECTION, PLEASE CALL  
(972)548-5585 OR METRO (972)424-1460 EXT. 5585

---

PERMIT TO CONSTRUCT

APPLICANT'S NAME

APPLICANT'S NAME: ...
PROJECT NUMBER: ...
SUBDIVISION NAME: ...

PERMIT TO CONSTRUCT
COMMERCIAL SHELL-TENANT FINISH
GREENHOUSES (ELEC & IRRIGATION WATER)
\*NEEDS TO BE ENTERED\*
\*NEEDS TO BE ENTERED\*

Table with 4 columns: Item, Unit Charge, Per, Extension. Includes rows for Permit, Additional desc, Permit Fee (11399.70), Issue Date (5/11/02), Valuation, and Base Fee (150.00).

Special Notes and Comments
THE MOST CURRENT VERSIONS OF THE FOLLOWING CODES WILL HAVE TO BE FOLLOWED IN CONSTRUCTION AND OPERATION OF YOUR PROJECT:
INTERNATIONAL FIRE CODE
INTERNATIONAL BUILDING CODE
INTERNATIONAL PLUMBING CODE
INTERNATIONAL MECHANICAL CODE
INTERNATIONAL FIRE CODE (NFPA)
NATIONAL ELECTRIC CODE

MUST have Permit location sign posted along with 711 Rural Address posted VISIBLE from roadway or inspection WILL NOT be performed.

COLLIN COUNTY DEVELOPMENT SERVICES  
 625 N. McDonald St., Ste. 100

McAllen, Texas 78549  
 727-240-3333

Application Number: 08-0001720

Page: 1  
 Date: 8/12/08

Special Notes and Comments

There is evidence of an illegal water sewer connection at the time of final inspection. The inspection will be failed and will not be passed until approval is issued from the water utility in writing, and a copy submitted to Development Services. Absolutely no plumbing or electrical work shall be covered before being inspected and approved by Collin County Inspector - NO EXCEPTIONS!! YOU WERE GIVEN A LETTER FROM COLLIN COUNTY FIRE MARSHAL DATED 8-6-08. THE LETTER DETAILS ADDITIONAL COMPLIANCE ISSUES FOR YOUR SPECIFIC OCCUPANCY TYPE. IF YOU DID NOT RECEIVE THE LETTER OR IF YOU HAVE ANY QUESTIONS PLEASE CALL OUR OFFICE AT 972-348-2222. THANK YOU!!  
 8/5/08 11:2008 07:08 AM JAMES??

\*\*\*\*\*You MUST have this permit number available when scheduling inspections - NO INSPECTION WILL BE SCHEDULED WITHOUT PERMIT NUMBER.\*\*\*\*\*

\*\*\*\*\*During any inspection, the inspector will ONLY note the first five (5) failing code items. Once an inspector has identified five (5) failing items, the inspection will cease at that time and no further items will be inspected. Those failing items and any other situations contrary to adopted codes must be corrected for any re-inspection. A failed re-inspection will result in a penalty fee. IF THIS IS YOUR FIRST PROJECT IN COLLIN COUNTY, PLEASE SCHEDULE A MEETING WITH AN INSPECTOR PRIOR TO BEGINNING YOUR PROJECT TO AVOID ANY PROJECT DELAYS AND/OR FEES.\*\*\*

I certify that I am the property owner or the property owner's agent and that I have received, read and understand all "Special Notes and Comments"/permit requirements and I understand that this printed permit must be presented to the property owner's:

*David M. Leinen*  
 Signature  
 DAVID M. LEINEN  
 Printed Name

08/12/08  
 Date Received

Fee Summary	Charged	Paid	Credited	Due
Permit Fee Total	11384.00	.00	.00	11384.00
Grand Total	11384.00	.00	.00	11384.00

MUST have Permit Inspection Card posted along with 911 Card  
 Address posted visible from roadway or inspection will not be performed.

COLLIN COUNTY DEVELOPMENT SERVICES  
 325 N. McDonald St., Ste. 170

McAllen, Texas 78403  
 (979) 546-5333

Application Number . . . . . 08-0001787 . . . . . Fees  
 Property Address . . . . . 1934 (PROPOSED) W HIGHWAY 380 . . . . . Date 9/11/08  
 Val ID NUMBER . . . . .  
 Lic Address . . . . .  
 Tenant Name . . . . .  
 Application Description . . . . . 4 BRESSNOLGES (ELEC ONLY)  
 Subdivision Name . . . . . COMMERCIAL OTHER

Permit . . . . . COMMERCIAL SHELL-TENANT FINISH

Additional Desc . . . . .

Required Inspections

Seq	Req Code	Description	Initials	Date
10	W001	INSPECTION 1 (T-POLE)		
10	W002	INSPECTION 2 (RGN-PLBG)		
10	W003	INSPECTION 3 (ELEC ROUGH)		
10	W004	INSPECTION 4 (FINAL)		
10	SP4	OSDF FINAL INSPECTION		
10	SP3	OSDF INITIAL INSPECTION		
10	W010	INSPECTION 4 (PLBG TOP-OUT)		
10	W011	INSPECTION 5 (PLBG FEATURES)		
10	W012	INSPECTION 6 (MISCELLANEOUS)		
10	W013	INSPECTION FOR C.C.		

**Exhibit "C"**  
**Utility Easement Form**  
**with Temporary Construction Easement**



TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its 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.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then the Grantee, its successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted ("Ingress/Egress Easement").

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Ingress/Egress Easement and Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such

condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

*[SIGNATURES TO FOLLOW.]*

**EXECUTED** on the dates appearing in the acknowledgements below, however, to be effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**GRANTOR:**

\_\_\_\_\_

**AGREED AND ACCEPTED:**

*TOWN OF PROSPER, TEXAS*

By: \_\_\_\_\_  
Mike Land, Town Manager

THE STATE OF TEXAS §  
§  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be one of the persons whose names are subscribed to the foregoing instrument and he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §  
§  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be one of the persons whose names are subscribed to the foregoing instrument and she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_



**JOINDER OF LIENHOLDER**

The undersigned, being the holder of the liens against a portion of the Easement Property evidenced by:

and subject to all of the terms and conditions and stipulations contained therein, including but not limited to, any future indebtedness also secured by these liens, hereby consents to the execution of the foregoing Utility Easement and agrees that in the event of a foreclosure of the Easement Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Utility Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

THE STATE OF TEXAS §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_, a \_\_\_\_\_, and he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

***EXHIBIT “A”***  
***Description and Depiction of Easement Property***

*(\_\_ pages attached)*



Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its 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.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

This Temporary Construction Easement will automatically terminate upon the expiration of two (2) years after the date the Town of Prosper finally accepts the public improvements constructed under this Temporary Construction Easement.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**GRANTOR:**

\_\_\_\_\_

AGREED AND ACCEPTED:

***TOWN OF PROSPER, TEXAS***

By: \_\_\_\_\_  
Mike Land, Town Manager

THE STATE OF TEXAS §  
§  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be one of the persons whose names are subscribed to the foregoing instrument and he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §  
§  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be one of the persons whose names are subscribed to the foregoing instrument and she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_





***EXHIBIT "A"***  
***Description and Depiction of Easement Property***

(   pages attached)

Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
10/20/2014 02:41:49 PM  
\$234.00 SCAPELA  
20141020001145020



*Stacey Kemp*