

**EASEMENT FOR RIGHT-OF-WAY
WATER TRANSMISSION PIPELINE
F.M. 2514 PIPELINE RELOCATIONS
PROJECT NO. 101-0585-21**

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

THAT the undersigned, **CITY OF WYLIE**, (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 Easement and right-of-way, in, over, across and through those certain premises owned by Grantor to construct, operate, reconstruct, replace, perpetually maintain and remove a pipeline, for the transportation of water, with all incidental equipment including communications equipment, cathodic protection devices, valves and associated appurtenances under, over or through the following described lands situated in Collin County, Texas:

SEE ATTACHED EXHIBIT “A” FOR DESCRIPTION

The Grantee shall utilize the easement for an underground pipeline and appurtenances, including communication facilities, and above grade appurtenances consisting of air valves, blow off valves, pipeline markers and cathodic protection equipment (referred to herein collectively as “Grantee’s Pipeline” or the pipeline) as may be required for its operation of the pipeline. 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.

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, repair, inspection, maintenance and replacement of Grantee’s facilities.

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 fences, driveways, sidewalks, 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 grass areas of the easement 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 pipelines 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 prohibited improvement on or within the permanent easement or remove soil which would impair the lateral support for Grantee's pipeline or leave it with insufficient cover for the safe operation of said pipeline. However, Grantor retains the right, to cross the permanent easement area with fences, streets, roads, and utilities ("facilities") as set forth below provided that said facilities do not endanger or interfere 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 grant any other easements within the permanent easement which would (1) endanger or interfere with the safe and efficient operation of Grantee's pipeline, or (2) cross Grantee's easement at less than a 45 degree angle. Grantee may not fence or enclose the easement but may install gates in any fence along or crossing the easement for access.

Notwithstanding the foregoing, in addition to Grantor's current use of the easement area, the following uses by Grantor in the easement shall be allowed after the pipeline(s) are installed so long as the uses do not endanger or interfere with Grantee's pipelines: (1) paving including sidewalks, hike & bike trails, streets, alleys, parking areas, sport courts, and other uses that require paving shall be allowed with no limits on the amount of paving, the number of crossing, or the angle that the paving crosses the easement save and except streets and alleys which shall cross at not less than 45 degrees; (2) landscaping limited to bushes, shrubs, trees, grass/sod, ground cover and other landscape materials shall be allowed; (3) sprinkler systems shall be allowed to maintain the landscaping and prevent erosion; (4) playgrounds including playground equipment, picnic tables, exercise stations, park benches, picnic covers, small shade structures shall be allowed; signage including street signs, traffic signs, park signs, exercise station signage, directional signs, and other signs typical to park and recreation areas shall be allowed; (5) fencing, including iron, wrought iron, chain link, and other metal type fencing, shall be allowed to fence an area in and such fencing shall be allowed to cross the easement area; (6) crossing the easement at any angle that will not interfere with Grantee's repair, maintenance or replacement with utilities as often as necessary, including water, sanitary sewer, storm sewer, gas, electric, data, cable telephone, and other utility lines typical to a residential subdivision. Any large trees and all lighting for the aforementioned uses must be located within 10 feet of the outside boundaries of the easement area. Any and all signs, poles, or other similar structures shall not have footings that would endanger the pipelines.

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.

OWNER: CITY OF WYLIE
PARCEL NO.: 1

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. Grantee shall have the right to assign the easement in whole or in part to one or more assignees.

This Agreement is intended to encompass the complete and entire Agreement of the parties. Neither party has made or relied on any representations, stipulations, or agreements other than those expressly contained in this Agreement. No agent, officer, employee, or other representative of either party has the right or the authority to alter any of the terms of this Agreement.

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 _____ day of _____, 20__.

GRANTOR:

CITY OF WYLIE

Signature

Printed Name

Title

ACKNOWLEDGMENT

OWNER: CITY OF WYLIE
PARCEL NO.: 1

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____, in his/her capacity as _____ for **CITY OF WYLIE**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

My Commission Expires: _____
Notary Public in and for The State of Texas

**OWNER: CITY OF WYLIE
PARCEL NO.: 1**

EXHIBIT A to the Easement

EXHIBIT "A"
NORTH TEXAS MUNICIPAL WATER DISTRICT
FM 2514 PIPELINE RELOCATIONS
PROJECT NO. 101-0585-21

OWNER: WYLIE, CITY OF
VARIABLE-WIDTH PERMANENT UTILITY EASEMENT
S.B. SHELBY SURVEY, ABSTRACT NO. 820
CITY OF WYLIE, COLLIN COUNTY, TEXAS

BEING a 1.1600 acre, variable-width permanent utility easement situated in the S.B. Shelby Survey, Abstract Number 820, City of Wylie, Collin County, Texas, and being a portion of the 1.3176 Acre, Lot 22, Block 4, of Meadowview Estates, an addition to the City of Wylie, Collin County, Texas recorded in Instrument Number 2004-0093969 of the Official Public Records of Collin County, Texas, and also being dedicated to the City of Wylie by said Meadowview Estates Plat, said variable-width permanent utility easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod (controlling monument) found capped "RPLS 4653", at the intersection of the Northeast corner of the Keefer Street Right-of-Way (a Variable Width unimproved Public Right-of-Way) and the Southwesterly line of the Union Pacific Railroad Company Right-of-Way (A Variable Width Railroad Right-of-Way recorded in volume 5028, page 4107, of the Official Public Records of Collin County for the Southeast corner of Lot 26 of said Block 4, from which a found iron rod (controlling monument) capped "RPLS 4653" in the East line of Lot 7, Blk K, Pointe North Addition, an addition to the City of Wylie according to the Plat Recorded in Cabinet F, Slide 221, Plat Records, Collin County, Texas for the Southwest corner of Lot 32, of said Block 4, bears North 88 degrees 55 minutes 50 seconds West, a distance of 604.95 feet;

THENCE North 08 degrees 36 minutes 51 seconds East, along the East line of said Block 4, and with the West line of said Union Pacific Railroad Right-of-Way, a distance of 196.47 feet to a set 5/8-inch iron rod with red plastic cap stamped "CRIADO", at the beginning of a non-tangential curve to the right, having a radius of 1960.09 feet, a central angle of 05 degrees 12 minutes 29 seconds, and a chord bearing and distance of North 11 degrees 13 minutes 06 seconds East, 178.11 feet;

THENCE with said curve and with the common line of said Block 4 and said Union Pacific Railroad Right-of-Way, passing a 1/2 inch iron rod found for the Southeast corner of Lot 24, Block 4, same being the Northeast corner of Lot 25, Block 4, at an arc distance of 32.83 feet, continuing for a total arc distance of 178.17 feet to a found 1/2-inch iron rod with cap stamped "JPH SURVEYING", for the Southeast corner of Lot 22, Block 4, same being the Northeast corner of Lot 23, Block 4 for the **POINT OF BEGINNING** of the herein described 1.1600 acre variable-width permanent utility easement, said point also having a grid coordinate of N=7,060,332.41, E= 2,569,356.13 based on Texas State Plane Coordinate System, North American Datum of 1983, (NAD '83) (Epoch 2011), North Central Zone (4202);

THENCE North 88 degrees 54 minutes 20 seconds West, with the common line of said Lot 22 and Lot 23, a distance of 139.08 feet to a 1/2 inch iron rod found, for the Southwest corner of said Lot 22 and the Northwest corner of said Lot 23, in the East right-of-way line of Carver Drive, having a 50 foot public right-of-way width;

THENCE North 01 degree 05 minutes 40 seconds East, with the West line of said Lot 22 and said East right-of-way line, a distance of 51.57 feet to a set 5/8-inch iron rod with red plastic cap stamped "CRIADO", for the Northwest corner of said Lot 22, Block 4 and the Southwest corner of Lot 21 of said Block 4;

THENCE North 74 degrees 37 minutes 04 seconds East, departing said East right-of-way line, and with the common line of said Lot 21, and said Lot 22, a distance of 126.53 feet for the Southeast corner of said Lot 21, and an angle point of said Lot 22, from which a found 1/2-inch iron rod bears South 10 degrees 49 minutes 20 seconds East, a distance of 0.35 feet, said angle point being the beginning of a non-tangential curve to the right, having a radius of 1998.59 feet, a central angle of 26 degrees 24 minutes 12 seconds, and a chord bearing and distance of North 29 degrees 21 minutes 40 seconds East, 912.87 feet;

THENCE with said curve, an arc length of 921.00 feet to a point for an interior ell corner of said Lot 22 and the Northeast corner of Lot 9, said Block 4, from which a found 1/2-inch iron rod bears North 25 degrees 19 minutes 40 seconds West, a distance of 0.51 feet;

THENCE North 47 degrees 32 minutes 32 seconds West, with the common line of said Lot 22 and Lot 9, a distance of 121.50 feet to a set 5/8-inch iron rod with red plastic cap stamped "CRIADO", for the Northeast corner of said Lot 9, in the said East right-of-way line of Carver Drive, being in a non-tangential curve to the right, having a radius of 2260.68 feet, a central angle of 00 degrees 39 minutes 03 seconds, and a chord bearing and distance of North 42 degrees 53 minutes 34 seconds East, 25.68 feet;

THENCE with said curve, the Northwesterly line of said Lot 22 and said East right-of-way line, an arc length of 25.68 feet to a set 5/8-inch iron rod with red plastic cap stamped "CRIADO", for the Northmost Northeasterly corner of said Lot 22 and the West corner of Lot 8, said Block 4;

THENCE South 48 degrees 00 minutes 28 seconds East, a distance of 121.53 feet to a found 1/2-inch iron rod for the Southeast corner of Lot 8, and an interior ell corner of said Lot 22, being in a non-tangential curve to the right, having a radius of 1998.59 feet, a central angle of 00 degrees 34 minutes 24 seconds, and a chord bearing and distance of North 43 degrees 36 minutes 49 seconds East, 20.00 feet,

THENCE with said curve, and the common line of said Lot 8, and said Lot 22, an arc length of 20.00 feet, from which a set 5/8-inch iron rod with red plastic cap stamped "CRIADO" bears South 88 degrees 55 minutes 17 seconds East, a distance of 1.51 feet;

THENCE South 46 degrees 05 minutes 54 seconds East, departing the Southeasterly line of said Lot 8, over and across said Lot 22 a distance of 38.23 feet to a set 5/8-inch iron rod with red plastic cap stamped "CRIADO" on the Northwesterly line of said Union Pacific Railroad Company Right-of-Way, and being in a non-tangential curve to the left, having a radius of 1960.09 feet, a central angle 30 degrees 04 minutes 46 seconds, and a chord bearing and distance of South 28 degrees 51 minutes 43 seconds West, 1017.24 feet;

THENCE with said curve, with the Southeasterly line of said Lot 22, and the Northwesterly line of said Union Pacific Railroad Company Right-of-Way, an arc length of 1,029.02 feet to the **POINT OF BEGINNING** and containing 50,530 square feet or 1.1600 acres of land.

NOTE: Bearings are based on Global Positioning Satellite (GPS) System observations utilizing a local virtual reference system. Horizontal data is on the North American Datum of 1983 (NAD '83) (2011 Adjustment), with all distances adjusted to surface using a project combined scale factor of 1.00015271.

Note: Map of Survey of even date attached herewith.

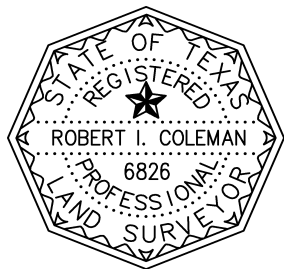
Note: Surveyed on the ground August, 2021.

Note: Unless otherwise noted, all corners of the easement are monumented with a 5/8-inch iron rod with a red cap stamped 'Criado'.

Note: This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

*** SURVEYOR'S CERTIFICATE***

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



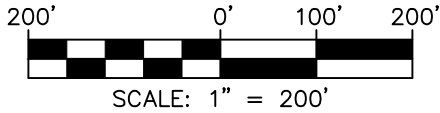
A handwritten signature in black ink, appearing to read "Robert I. Coleman", written over a horizontal line.

Robert I Coleman, RPLS #6826
Registered Professional Land Surveyor
Texas Registration No. 6826

December 08th, 2021
Date

Criado and Associates, Inc
TBPLS Firm Registration No. 10163300
4100 Spring Valley Road, Suite 1001
Dallas, Texas 75244
(972) 392-9092
rcoleman@criadoassociates.com

EXHIBIT "A"



CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	1960.09	05°12'29"	178.17	N11°13'06"E	178.11
C2	1998.59	26°24'12"	921.00	N29°21'40"E	912.87
C3	2260.68	00°39'03"	25.68	N42°53'34"E	25.68
C4	1998.59	00°34'24"	20.00	N43°36'49"E	20.00
C5	1960.09	30°04'46"	1029.02	S28°51'43"W	1017.24

LINE TABLE		
LINE ID	DIRECTION	LENGTH (FT)
L1	N08°36'51"E	196.47
L2	N88°54'20"W	139.08
L3	N01°05'40"E	51.57
L4	N74°37'04"E	126.53
L5	N47°32'32"W	121.50
L6	S48°00'28"E	121.53
L7	S46°05'54"E	38.23

S.B. SHELBY SURVEY
ABSTRACT NO. 820

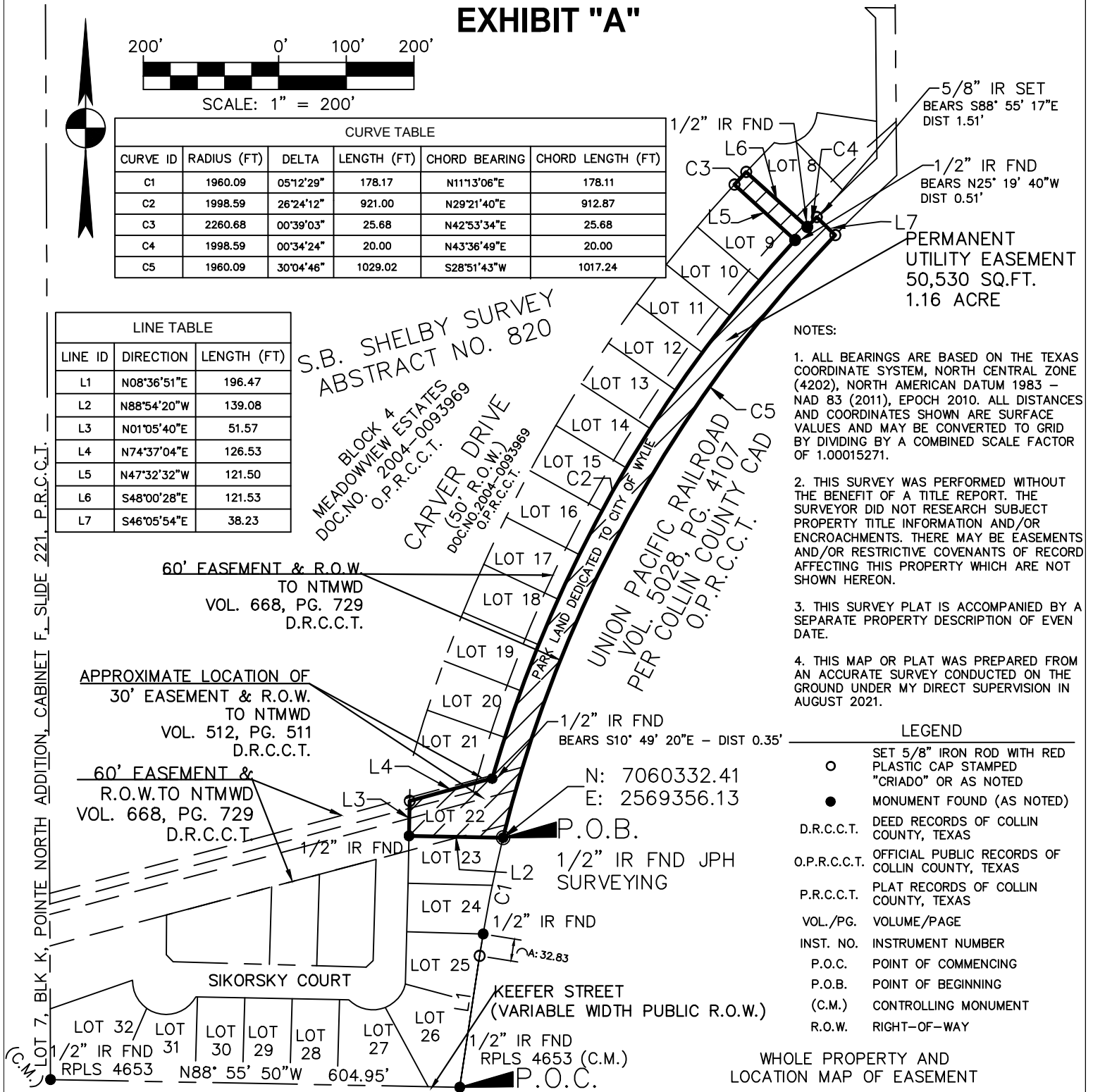
BLOCK 4
MEADOWVIEW ESTATES
DOC. NO. 2004-0093969
O.P.R.C.C.T.

CARVER DRIVE
(50' R.O.W.)
DOC. NO. 2004-0093969
O.P.R.C.C.T.

60' EASEMENT & R.O.W.
TO NTMWD
VOL. 668, PG. 729
D.R.C.C.T.

APPROXIMATE LOCATION OF
30' EASEMENT & R.O.W.
TO NTMWD
VOL. 512, PG. 511
D.R.C.C.T.

60' EASEMENT &
R.O.W. TO NTMWD
VOL. 668, PG. 729
D.R.C.C.T.



NOTES:

1. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983 - NAD 83 (2011), EPOCH 2010. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.00015271.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THE SURVEYOR DID NOT RESEARCH SUBJECT PROPERTY TITLE INFORMATION AND/OR ENCROACHMENTS. THERE MAY BE EASEMENTS AND/OR RESTRICTIVE COVENANTS OF RECORD AFFECTING THIS PROPERTY WHICH ARE NOT SHOWN HEREON.
3. THIS SURVEY PLAT IS ACCOMPANIED BY A SEPARATE PROPERTY DESCRIPTION OF EVEN DATE.
4. THIS MAP OR PLAT WAS PREPARED FROM AN ACCURATE SURVEY CONDUCTED ON THE GROUND UNDER MY DIRECT SUPERVISION IN AUGUST 2021.

LEGEND

- SET 5/8" IRON ROD WITH RED PLASTIC CAP STAMPED "CRIADO" OR AS NOTED
- MONUMENT FOUND (AS NOTED)
- D.R.C.C.T. DEED RECORDS OF COLLIN COUNTY, TEXAS
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
- P.R.C.C.T. PLAT RECORDS OF COLLIN COUNTY, TEXAS
- VOL./PG. VOLUME/PAGE
- INST. NO. INSTRUMENT NUMBER
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- (C.M.) CONTROLLING MONUMENT
- R.O.W. RIGHT-OF-WAY

WHOLE PROPERTY AND
LOCATION MAP OF EASEMENT

NORTH TEXAS MUNICIPAL WATER DISTRICT

501 EAST BROWN ST • P.O. BOX 2408 • WYLIE, TEXAS 75098

NORTH TEXAS MUNICIPAL WATER DISTRICT
FM 2514 PIPELINE RELOCATIONS

PARCEL NAME: LOT 22, BLOCK 4, MEADOWVIEW ESTATES

OWNER: CITY OF WYLIE

SURVEY: S.B. SHELBY SURVEY, ABSTRACT NO. 820

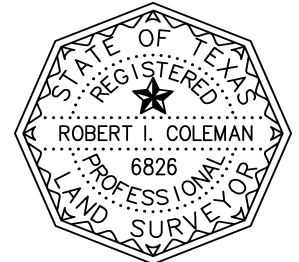
LOCATION: CITY OF WYLIE, COLLIN COUNTY, TEXAS

EASEMENT ACQUISITION AREA: 50,530 SQ. FT. OR 1.1600 ACRES

WHOLE PROPERTY ACREAGE: 1.3176 ACRES

JOB NO. R14465.03 DRAWN BY: MF CAD FILE: R14465.03

DATE: DECEMBER 8, 2021 PAGE 4 OF 4 SCALE: 1" = 200'



ROBERT I. COLEMAN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 6826