

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF WYLIE, TEXAS  
AND NORTH TEXAS MUNICIPAL WATER DISTRICT**

The Interlocal Cooperation Agreement (the “Agreement”) is made by and between the **City of Wylie, Texas**, a home rule municipality (“City”), and **North Texas Municipal Water District**, a political subdivision of the State of Texas (“NTMWD”), acting by and through their duly authorized representatives. City and NTMWD at times are referred to herein as a “party” or collectively as the “parties.”

**WHEREAS**, the Interlocal Corporation Act, Chapter 791 of the Texas Government Code (the “Act”) provides the authority for political subdivisions to contract with each other to purchase goods and services and facilitate governmental functions of said political subdivisions under the terms of the Act; and

**WHEREAS**, on or about February 29, 2016, City and NTMWD entered into an Interlocal Cooperation Agreement between the City of Wylie, Texas and the North Texas Municipal Water District regarding the design, repair, reconstruction, improvement, and maintenance of Eubanks Lane from SH 78 to the entrance of the NTMWD site on Eubanks Lane (the “Project”); and

**WHEREAS**, in furtherance of the Project and in order to expand Eubanks Lane, City has requested that NTMWD dedicate certain right of way property to City at no cost; and

**WHEREAS**, NTMWD has agreed to the right of way dedication requested by City in exchange for City granting NTMWD a pipeline easement NTMWD needs as a result of the Texas Department of Transportation (“TxDOT”) widening F.M. 2514 in the City of Wylie from east of Lavon Parkway to Brown Street which puts NTMWD’s existing pipelines in conflict with the new roadway; and

**WHEREAS**, under the Act the Property may be sold, assigned, and transferred at market value, or for no consideration.

**NOW THEREFORE**, for and in consideration of the above premises and the mutual covenants contained herein, City and NTMWD agree as follows:

## **ARTICLE ONE**

### **Real Property Exchange**

1.01 **Conveyance of the Right of Way to City**. In exchange for the conveyance in Section 1.02, NTMWD hereby agrees to sell, assign, and transfer all of its right, title, and interest in and to four right of way parcels to City (the "**ROW Parcels**") by executing and delivering to the Title Company a Special Warranty Deed in the form attached hereto as **Exhibit C** (the "**Deed**"). The ROW Parcels are depicted in **Exhibit A**, which is attached hereto and incorporated herein by reference. The conveyance in this Section 1.01 shall be closed through Reunion Title, 1700 Redbud Blvd, Suite 300 in McKinney, Texas (the "**Title Company**"). The costs associated with closing and obtaining a title policy covering the ROW Parcels shall be paid solely by City.

1.02 **Conveyance of Easements to NTMWD**. In exchange for the conveyance in Section 1.01, City hereby agrees to convey to NTMWD an easement (the "**Easement**") covering the area depicted in **Exhibit B** (the "**Easement Area**"), which is attached hereto and incorporated herein by reference. The form of the Easement is attached hereto as **Exhibit D**. The City will execute and deliver an Easement to the Title Company. Upon receipt of the Deed and the Easement, the Title Company will cause the Deed and the Easement to be recorded in the Official Public Records of Collin County, Texas.

## **ARTICLE TWO**

### **Term**

2.01 This Agreement shall commence on the Effective Date and remain in full force and effect until the conveyances referenced in Article One are effectuated.

## **ARTICLE THREE**

### **Effective Date**

3.01 This Agreement shall be effective upon approval by the Wylie City Council and the NTMWD Board of Directors and subsequent execution by the Parties respective duly authorized representatives. The effective date will be the latter of the dates this Agreement is executed by the Parties authorized representatives (the "Effective Date").

## **ARTICLE FOUR**

### **Responsibility**

4.01 In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any party individually under Texas law. City shall be responsible for its sole negligence. NTMWD shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the Parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**ARTICLE FIVE**  
**Immunity**

5.01 It is expressly understood and agreed that, in the execution of this agreement, neither Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

**ARTICLE SIX**  
**Notices**

6.01 All notices required under the provisions of this Agreement must be in writing, hand-delivered or sent by registered or certified mail, with a copy sent via email, to the addresses below:

City: City of Wylie  
Attn: Brent Parker  
300 County Club Road  
Wylie, Texas 75098  
[brent.parker@wylietexas.org](mailto:brent.parker@wylietexas.org)

with a copy to:  
Abernathy, Roeder, Boyd & Hullett, P.C.  
Attn: Richard Abernathy  
1700 Redbud Blvd., Suite 300  
McKinney, Texas 75069  
[REDACTED]

NTMWD: Jennafer P. Covington  
Executive Director and General Manager  
P.O. Box 2408  
Wylie, TX 75098  
[REDACTED]

with a copy to:  
Saunders, Walsh & Beard  
Attention: Lewis Isaacks  
6850 TPC Drive, Suite 210  
McKinney, Texas 75070  
Telephone: (214) 919-3555  
Em [REDACTED]

The name, address, and email address for notification may be changed by notice to the other parties.

## **ARTICLE SEVEN**

### **Severability**

7.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

## **ARTICLE EIGHT**

### **Successors and Assigns**

8.01 This Agreement shall be binding upon the Parties hereto, their successors and assigns. Neither Party will assign or transfer an interest in this Agreement without the written consent of the other Party.

## **ARTICLE NINE**

### **Venue**

9.01 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties agree that this Agreement is performable in Collin County, Texas, and that exclusive venue shall lie in a state court in Collin County, Texas.

## **ARTICLE TEN**

### **Interpretation**

10.01 This Agreement has been negotiated by and between the Parties, and any presumption that an ambiguity contained in this Agreement shall be construed against the party that caused this Agreement to be drafted shall not apply to the interpretation of this Agreement.

## **ARTICLE ELEVEN**

### **Remedies, Non-Waiver**

11.01 No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one or more

instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

## **ARTICLE TWELVE**

### **Authority to Execute**

12.01 The individuals executing this Agreement on behalf of the respective parties below represent to each and to others that all appropriate and necessary action has been taken to authorize the individual who is executive this Agreement to do so for an d on behalf of the part 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.

## **ARTICLE THIRTEEN**

### **Entire Agreement**

13.01 This Agreement embodies the entire agreement between the Parties and may only be modified in writing executed by both Parties.

**CITY OF WYLIE, TEXAS,**  
a home-rule municipality

By: \_\_\_\_\_  
Name: Brent Parker  
Title: Interim City Manager  
Date: \_\_\_\_\_

**NORTH TEXAS MUNICIPAL WATER  
DISTRICT,**  
a political subdivision of the State of Texas

By: \_\_\_\_\_  
Name: Jennafer P. Covington  
Title: Executive Director and General  
Manager  
Date: \_\_\_\_\_

## ACKNOWLEDGMENTS

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by **BRENT PARKER**, Interim City Manager of the **CITY OF WYLIE, TEXAS**.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by **JENNAFER P. COVINGTON**, Executive Director and General Manager of **NORTH TEXAS MUNICIPAL WATER DISTRICT**.

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit “A” to the ILA  
The ROW Parcels**

**Exhibit “A.1”**  
**The ROW Parcel – 0.1634**



**EXHIBIT A  
PARCEL NO. 8  
RIGHT OF WAY DEDICATION  
7,118 SQ. FT. (0.1634 ACRES)**

BEING a 7,118 square foot (0.1634 acre) tract of land situated in the Francisco De La Pina Survey, Abstract No. 688, City of Wylie, Collin County, Texas, and being part of that 142.262 acre tract of land described in Warranty Deed to North Texas Municipal Water District, as recorded in Volume 3713, Page 417 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a set magnail with a washer stamped "HALFF" for the southeast corner of said 142.262 acre tract, being at the intersection of the west line of Eubanks Lane (County Road 389, a variable width right-of-way) with the called centerline of Country Road 383 (variable width right-of-way);

THENCE North 88 degrees 07 minutes 30 seconds West, departing said west line of Eubanks Lane and along the common south line of said 142.262 acre tract and said center of County Road 383, a distance of 14.80 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "HALFF" (hereinafter referred to as with "HALFF" cap) for corner;

THENCE North 00 degrees 30 minutes 31 seconds East, departing said common line and over and across said 142.262 acre tract, a distance of 184.13 feet to a set 1/2-inch iron rod with "HALFF" cap for corner;

THENCE North 01 degree 00 minutes 31 seconds East, continuing across said 142.262 acre tract, a distance of 221.37 feet to a set 1/2-inch iron rod with "HALFF" cap for corner, said point being the beginning of a non-tangent circular curve to the right having a radius of 1,082.50 feet and whose chord bears North 01 degree 00 minutes 04 seconds East, a distance of 14.01 feet;

THENCE Northerly, continuing across said 142.262 acre tract and along said curve, through a central angle of 00 degrees 44 minutes 30 seconds, for an arc distance of 14.01 feet to a set 1/2-inch iron rod with "HALFF" cap for corner, said point being on the westerly extension of the south line of a 0.1164 acre right-of-way dedication described in right-of-way deed to County of Collin, as recorded in Volume 3227, Page 437, O.P.R.C.C.T.;


THENCE South 88 degrees 39 minutes 23 seconds East, passing at a calculated distance of 2.50 feet the southwest corner of said 0.1164 acre tract, and continuing along the south line of said 0.1164 acre tract, in all a total distance of 18.23 feet to a set 1/2-inch iron rod with "HALFF" cap for corner on the east line of said 142.262 acre tract;

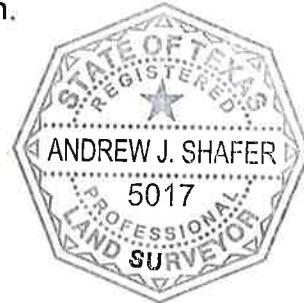
**EXHIBIT A  
PARCEL NO. 8  
RIGHT OF WAY DEDICATION  
7,118 SQ. FT. (0.1634 ACRES)**

THENCE South 01 degree 15 minutes 23 seconds West, departing said south line and with the east line of said 142.262 acre tract and said called west line of Eubanks Lane, a distance of 419.62 feet to the POINT OF BEGINNING AND CONTAINING 7,118 square feet or 0.1634 acres of land, more or less.

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

I, Andrew J. Shafer, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

 *Feb. 16, 2021*  
\_\_\_\_\_  
Andrew J. Shafer  
Registered Professional Land Surveyor  
Texas No. 5017  
TBPELS Firm No. 10029600



0 25 50 75 100

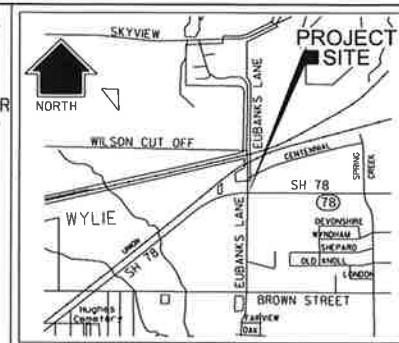
SCALE: 1"=50'



MATCH LINE SHEET 4 OF 4

(CALLED 142.262 ACRE TRACT)  
TRACT 1  
NORTH TEXAS MUNICIPAL  
WATER DISTRICT  
VOL. 3713, PG. 417  
D.R.C.C.T.

**PARCEL NO. 8  
RIGHT-OF-WAY DEDICATION  
7,118 SQ. FT.  
(0.1634 ACRES)**



**LOCATION MAP  
NOT TO SCALE**

(CALLED 1.67 ACRE TRACT)  
KONDURU LLC  
INSTR. NO. 20100413000353660  
O.P.R.C.C.T.

**EUBANKS LANE (C.R. 389)**  
(VARIABLE WIDTH R.O.W.)

**FRANCISCO DE LA PINA  
SURVEY ABSTRACT  
NUMBER 688**

**POINT OF BEGINNING**

**DOG DROP ROAD, A.K.A. C.R. 383  
(PRIVATE ROAD)**

(CALLED 11.587 ACRE TRACT)  
TRACT 2  
NORTH TEXAS MUNICIPAL  
WATER DISTRICT  
VOL. 3713, PG. 417  
D.R.C.C.T.

**DALLAS AREA RAPID TRANSIT  
PROPERTY ACQUISITION CORPORATION,  
A NON-PROFIT CORPORATION CREATED  
UNDER THE TEXAS NON-PROFIT  
CORPORATION ACT, ARTICLE 1396-1.01  
ET SEQ, AS AMENDED,  
VERNON'S ANNOTATED TEXAS  
CIVIL STATUTES  
VOL. 3424, PG. 126  
D.R.C.C.T.**

18' WIDE R.O.W.  
(18' R.O.W. IS PART OF A  
240 ACRE TRACT OF LAND  
CONVEYED TO T.O. STAPLES FROM  
JOE FORMAN, ET UX ON FEBRUARY 26, 1892  
AND RECORDED IN VOLUME 52, PAGE 506.  
THE 18' R.O.W. WAS RESERVED FOR A PUBLIC  
ROAD BY T.O. STAPLES ON SEPTEMBER 10, 1913  
AS STATED IN VOLUME 203, PAGE 230, D.R.C.C.T.)

**NOTE:**  
The Basis of Bearing is the  
Texas Coordinate System of  
1983, North Central Zone (4202),  
based on ties to City of Wylie  
Monuments CM 1, CM 2, CM 3,  
CM 4 and CM 5.

1/2" FIR  
W/"RPLS 5686"  
CAP (C.M.)  
  
NE CORNER OF  
MCKEE ADDN.  
LOT 1, BLK A  
(V. 2009, P. 449)

#### LEGEND

1/2" SIR	1/2-INCH SET IRON ROD WITH YELLOW
W/CAP	PLASTIC CAP STAMPED "HALFF"
FIR	FOUND IRON ROD
U.T.S.	UNABLE TO SET
C.M.	CONTROL MONUMENT
R.O.W.	RIGHT-OF-WAY
DOC. NO.	DOCUMENT NUMBER
INSTR. NO.	INSTRUMENT NUMBER
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS

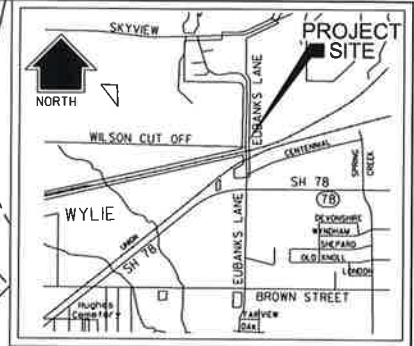
## EXHIBIT A PARCEL NO. 8 RIGHT-OF-WAY DEDICATION 7,118 SQ. FT. OR (0.1634 ACRES)

SITUATED IN THE  
FRANCISCO DE LA PINA SURVEY, ABSTRACT NO. 688  
CITY OF WYLIE, COLLIN COUNTY, TEXAS

FOR  
**CITY OF WYLIE**

PREPARED BY  
**HALFF**

HALFF ASSOCIATES, INC. ENGINEERS - SURVEYORS  
1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS - 75081-2275  
TBPELS FIRM NO. 10029600 (214)346-6200 AVO. 34066 FEBRUARY, 2021



# **LOCATION MAP** NOT TO SCALE

AMENDED PLAT OF  
WYLIE LAKES, PHASE 1A  
INSTR. NO. 20070131010000260  
O.P.R.C.C.T.

LOT 10, BLOCK B

10' WATER LINE EASEMENT  
INSTR. NO. 20070131010000260  
O.P.R.C.C.T.

FRANCISCO DE LA PINA  
SURVEY ABSTRACT  
NUMBER 688

(CALLED 2.08 ACRE TRACT)  
GT CONSTRUCTION, INC.  
DOC. NO. 2005-0083532  
VOL. 5946, PG. 00999  
O.P.R.C.C.T.

S88°39'23"E  
18.23'  
1/2" SIR  
W/CAP  
 $\Delta = 0^\circ 44' 30''$   
R = 1082.50'  
L = 14.01'  
CL = 14.01'  
CB = N 01°00'04" E  
1/2" SIR  
W/CAP

(CALLED 142.262 ACRE TRACT)  
TRACT 1  
NORTH TEXAS MUNICIPAL  
WATER DISTRICT  
VOL. 3713, PG. 417  
D.R.C.C.T.

N01°00'31"E CHAIN LINK FENCE

S01°15'23"W

CENTERLINE OF  
C.R. 389

EUBANKS LANE (C.R. 389)

(VARIABLE WIDTH R.O.W.)

PARCEL NO. 8  
RIGHT-OF-WAY  
DEDICATION  
0.1634 ACRES  
(7,118 SQ. FT.)

MATCH LINE SHEET 3 OF 4

NOTE:  
The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

## **LEGEND**

1/2" SIR W/CAP	1/2-INCH SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF"
FIR	FOUND IRON ROD
U.T.S.	UNABLE TO SET
C.M.	CONTROL MONUMENT
R.O.W.	RIGHT-OF-WAY
DOC. NO.	DOCUMENT NUMBER
INSTR. NO.	INSTRUMENT NUMBER
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
	PLAT RECORDS OF COLLIN COUNTY, TEXAS



## **EXHIBIT A** **PARCEL NO. 8 RIGHT-OF-WAY DEDICATION** **7,118 SQ. FT. OR (0.1634 ACRES)**

SITUATED IN THE  
FRANCISCO DE LA PINA SURVEY, ABSTRACT NO. 688  
CITY OF WYLIE, COLLIN COUNTY, TEXAS

FOR  
**CITY OF WYLIE**

PREPARED BY  
**HALFF**

HALFF ASSOCIATES, INC. ENGINEERS - SURVEYORS  
1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS - 75081-2275  
TBPELS FIRM NO. 10029600 (214)346-6200 AVO. 34066 FEBRUARY, 2021

**Exhibit “A.2”**  
**The ROW Parcel – 0.0106**

**EXHIBIT A  
PARCEL NO. 7  
RIGHT OF WAY DEDICATION  
463 SQ. FT. (0.0106 ACRES)**

BEING a 463 square foot (0.0106 acre) tract of land situated in the Francisco De La Pina Survey, Abstract No. 688, City of Wylie, Collin County, Texas, and being part of that 11.587 acre tract of land described in Warranty Deed to North Texas Municipal Water District, as recorded in Volume 3713, Page 417 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a point (unable to set) for the northeast corner of said 11.587 acre tract, said point being in the center of Eubanks Lane (County Road 389, a variable width right-of-way) and on the south line of County Road 383;

THENCE South 01 degree 31 minutes 13 seconds West, with the east line of said 11.587 acre tract and the center of Eubanks Lane, a distance of 13.50 feet to a point (unable to set) for the southeast corner of said 11.587 acre tract, said point being on the north line of a tract of land described in deed to Dallas Area Rapid Transit Property Acquisition Corporation (DART), as recorded in Volume 3424, Page 126, O.P.R.C.C.T.;

THENCE South 77 degrees 27 minutes 21 seconds West, departing said center of Eubanks Lane and along the common south line of said 11.587 acre tract and north line of said DART tract, a distance of 27.90 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "HALFF" for corner;

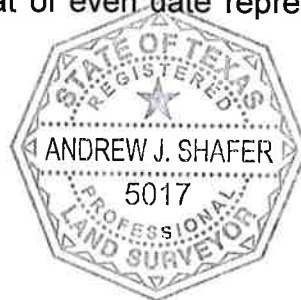
THENCE North 00 degrees 30 minutes 31 seconds East, departing said common line and over and across said 11.587 acre tract, a distance of 20.45 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "HALFF" on the common north line of said 11.587 acre tract and south line of said County Road 383;

THENCE South 88 degrees 07 minutes 27 seconds East, along said common line, a distance of 27.42 feet to the POINT OF BEGINNING AND CONTAINING 463 square feet or 0.0106 acres of land, more or less.

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

I, Andrew J. Shafer, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

  
Andrew J. Shafer  
Registered Professional Land Surveyor  
Texas No. 5017  
TBPELS Firm No. 10029600





0 25 50 75 100

SCALE: 1"=50'

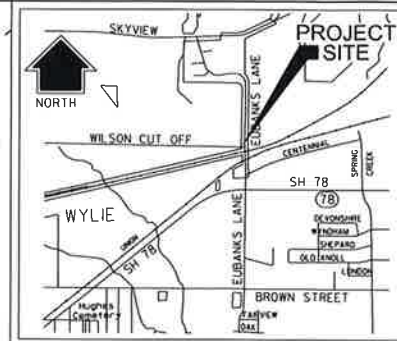


(CALLED 14.263 ACRE TRACT)  
TRACT 1  
NORTH TEXAS MUNICIPAL  
WATER DISTRICT  
VOL. 3713, PG. 417  
D.R.C.C.T.

1/2" FIR  
(C.M.)

S87°22'00"E 428.06' 1/2" FIR  
(C.M.)

NO.	BEARING	DISTANCE
L1	S01°31'13"W	13.50'
L2	S77°27'21"W	27.90'
L3	N00°30'31"E	20.45'
L4	S88°07'27"E	27.42'



LOCATION MAP  
NOT TO SCALE

(CALLED 1.67 ACRE TRACT)  
KONDURU LLC  
INSTR. NO. 20100413000353660  
O.P.R.C.C.T.

DOG DROP ROAD (C.R. 383)  
(PRIVATE ROAD)

(CALLED 11.587 ACRE TRACT)  
TRACT 2  
NORTH TEXAS MUNICIPAL  
WATER DISTRICT  
VOL. 3713, PG. 417  
D.R.C.C.T.

1/2" SIR  
W/CAP

POINT OF  
BEGINNING

PARCEL NO. 7  
RIGHT-OF-WAY  
DEDICATION  
463 SQ. FT.  
(0.0106 ACRES)

DALLAS AREA RAPID TRANSIT  
PROPERTY ACQUISITION CORPORATION,  
A NON-PROFIT CORPORATION CREATED  
UNDER THE TEXAS NON-PROFIT  
CORPORATION ACT, ARTICLE 1396-1.01  
ET SEQ. AS AMENDED,  
VERNON'S ANNOTATED TEXAS  
CIVIL STATUTES  
VOL. 3424, PG. 126  
D.R.C.C.T.

18' WIDE R.O.W.  
(18' R.O.W. IS PART OF A  
240 ACRE TRACT OF LAND  
CONVEYED TO T.O. STAPLES FROM  
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THE 18' R.O.W. WAS RESERVED FOR A PUBLIC  
ROAD BY T.O. STAPLES ON SEPTEMBER 10, 1913  
AS STATED IN VOLUME 203, PAGE 230, D.R.C.C.T.)

LOT 1, BLOCK "B"  
WOODLAKE VILLAGE TWO  
CAB. 1, PG. 520  
P.R.C.C.T.

(CALLED 10.318 ACRE TRACT)  
TEXAS NATIONAL GUARD ARMORY BOARD  
VOL. 3268, PG. 895  
D.R.D.C.T.

(CALLED 19.28 ACRE TRACT)  
NORTH TEXAS MUNICIPAL  
WATER DISTRICT  
VOL. 684, PG. 384  
D.R.C.C.T.

1/2" FIR  
W/RPLS 5686\*  
CAP (C.M.)

NE CORNER OF  
McKEE ADDN.  
LOT 1, BLK A  
(V. 2009, P. 449)

EUBANKS LANE (C.R. 389)  
(VARIABLE WIDTH R.O.W.)

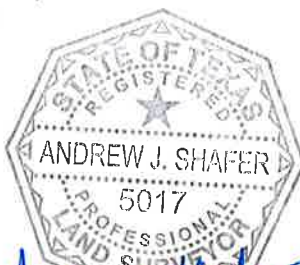
(CALLED 11,492 SQUARE FEET TRACT)  
TEXAS NATIONAL GUARD ARMORY BOARD  
DOC. NO. 92-0020694  
O.P.R.C.C.T.  
ATCHISON, TOPEKA & SANTA  
FE RAILROAD  
(100' WIDE RIGHT-OF-WAY)  
UNITED STATES OF AMERICA  
VOL. 415, PG. 269  
D.R.C.C.T.

NOTE:  
The Basis of Bearing is the Texas Coordinate  
System of 1983, North Central Zone (4202), based  
on ties to City of Wylie Monuments CM 1, CM 2,  
CM 3, CM 4 and CM 5.

#### LEGEND

1/2" SIR  
W/CAP  
FIR  
U.T.S.  
C.M.  
R.O.W.  
DOC. NO.  
INSTR. NO.  
O.P.R.C.C.T.  
P.R.C.C.T.

1/2-INCH SET IRON ROD WITH YELLOW  
PLASTIC CAP STAMPED "HALFF"  
FOUND IRON ROD  
UNABLE TO SET  
CONTROL MONUMENT  
RIGHT-OF-WAY  
DOCUMENT NUMBER  
INSTRUMENT NUMBER  
OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS  
PLAT RECORDS OF COLLIN COUNTY, TEXAS



Andrew J. Shafer  
Feb. 16, 2021

Page 2 of 2

## EXHIBIT A PARCEL NO. 7 RIGHT-OF-WAY DEDICATION 463 SQ. FT. OR (0.0106 ACRES)

SITUATED IN THE  
FRANCISCO DE LA PENA SURVEY, ABSTRACT NO. 688  
CITY OF WYLIE, COLLIN COUNTY, TEXAS

FOR  
CITY OF WYLIE

PREPARED BY  
**HALFF**

HALFF ASSOCIATES, INC. ENGINEERS - SURVEYORS  
1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS - 75081-2275  
TBPELS FIRM NO. 10029600 (214)346-6200 AVO. 34066 FEBRUARY, 2021

**Exhibit “A.3”**  
**The ROW Parcel - 0.0574**



**EXHIBIT A  
PARCEL NO. 6  
RIGHT OF WAY DEDICATION  
2,501 SQ. FT. (0.0574 ACRES)**

BEING a 2,501 square foot (0.0574 acre) tract of land situated in the Francisco De La Pina Survey, Abstract No. 688, City of Wylie, Collin County, Texas, and being part of that 19.28 acre tract of land described in Warranty Deed to North Texas Municipal Water District, as recorded in Volume 684, Page 384 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a set 1/2-inch iron rod with a yellow plastic cap stamped "HALFF" (hereinafter referred to as with "HALFF" cap) for the northeast corner of said 19.28 acre tract, on the west line of Eubanks Lane (County Road 389, a variable width right-of-way), and being on the south line of a tract of land described in deed to Dallas Area Rapid Transit Property Acquisition Corporation (DART), as recorded in Volume 3424, Page 126, O.P.R.C.C.T.;

THENCE South 00 degrees 30 minutes 31 seconds West, departing said south line and with the east line of said 19.28 acre tract and said west line of Eubanks Lane, a distance of 140.43 feet to a set 1/2-inch iron rod with "HALFF" cap at the southeast corner of said 19.28 acre tract, said point being on the northeast line of a 100-foot wide Kansas City Southern Railroad Company (KCS Railroad Company) right-of-way, described in Deed without Warranty, as recorded in Instrument Number 94-0096329, O.P.R.C.C.T., and being on a non-tangent circular curve to the left having a radius of 5,779.58 feet and whose chord bears South 63 degrees 14 minutes 07 seconds West, a distance of 19.69 feet;

THENCE Southwesterly, departing said Eubanks Lane, and along the common south line of said 19.28 acre tract and north line of said KCS Railroad Company tract, and along said curve, through a central angle of 00 degrees 11 minutes 43 seconds, for an arc distance of 19.69 feet to a set 1/2-inch iron rod with "HALFF" cap for corner;

THENCE North 00 degrees 30 minutes 31 seconds East, departing said common line and over and across said 19.28 acre tract, a distance of 145.39 feet to a set 1/2-inch iron rod with "HALFF" cap on the common north line of said 19.28 acre tract and south line of said DART tract;

THENCE North 77 degrees 27 minutes 21 seconds East, along said common line, a distance of 17.97 feet to the POINT OF BEGINNING AND CONTAINING 2,501 square feet or 0.0574 acres of land, more or less.

**EXHIBIT A  
PARCEL NO. 6  
RIGHT OF WAY DEDICATION  
2,501 SQ. FT. (0.0574 ACRES)**

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

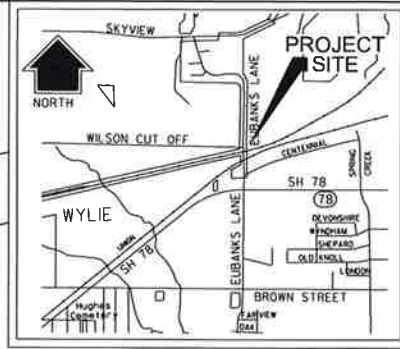
I, Andrew J. Shafer, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

Andrew J. Shafer Feb. 16, 2021  
Andrew J. Shafer  
Registered Professional Land Surveyor  
Texas No. 5017  
TBPELS Firm No. 10029600



DALLAS AREA RAPID TRANSIT  
PROPERTY ACQUISITION CORPORATION  
A NON-PROFIT CORPORATION-CREATED UNDER  
THE TEXAS NON-PROFIT CORPORATION ACT,  
ARTICLE 1396-1.01 ET SEQ. AS AMENDED.  
VERNON'S ANNOTATED TEXAS CIVIL STATUTES  
VOL. 3424, PG. 126  
D.R.C.C.T.

18' WIDE R.O.W.  
(18' R.O.W. IS PART OF A  
240 ACRE TRACT OF LAND  
CONVEYED TO T.O. STAPLES FROM  
JOE FORMAN, ET UX ON FEBRUARY 26, 1892  
AND RECORDED IN VOLUME 52, PAGE 506.  
THE 18' R.O.W. WAS RESERVED FOR A PUBLIC  
ROAD BY T.O. STAPLES ON SEPTEMBER 10, 1913  
AS STATED IN VOLUME 203, PAGE 230, D.R.C.C.T.)



N77°27'21"E  
17.97'

POINT OF BEGINNING

1/2" SIR  
W/CAP

LOT 1, BLOCK "B"  
WOODLAKE VILLAGE TWO  
CAB. I, PG. 520  
P.R.C.C.T.

(CALLED 10.310 ACRE TRACT)  
TEXAS NATIONAL GUARD ARMORY BOARD  
VOL. 3268, PG. 895  
D.R.D.C.T.

(CALLED 19.28 ACRE TRACT)  
NORTH TEXAS MUNICIPAL  
WATER DISTRICT  
VOL. 684, PG. 384  
D.R.C.C.T.

**PARCEL NO. 6  
RIGHT-OF-WAY  
DEDICATION  
2,501 SQ. FT.  
(0.0574 ACRES)**

1/2" SIR  
W/CAP

THE KANSAS CITY SOUTHERN  
RAILWAY COMPANY,  
A MISSOURI CORPORATION  
DOC. NO. 91-0096329  
O.P.R.C.C.T.

Δ= 02°12'52"  
R= 5,679.58'  
L= 219.51'  
CL= 219.50'  
CB= N61°30'25"E

1/2" FIR  
W/RPLS 5034'  
CAP (C.M.)

(CALLED 1.50 ACRE TRACT)  
CHARLES A. HUNTING  
AND MARGARET P. BUNTING  
DOC. NO. 93-0059736  
O.P.R.C.C.T.

Δ= 00°44'22"  
R= 5,679.58'  
L= 73.30'  
CL= 73.30'  
CB= N62°59'02"E

EUBANKS LANE  
(VARIABLE WIDTH R.O.W.)

5/8" FIR  
W/GORRONDONA  
ASSOC. CAP  
(C.M.)

CENTENNIAL DRIVE

Δ= 00°11'43"  
R= 5,779.58'  
L= 19.69'  
CL= 19.69'  
CB= S63°14'07"W

THE KANSAS CITY SOUTHERN  
RAILWAY COMPANY,  
A MISSOURI CORPORATION  
DOC. NO. 91-0096329  
O.P.R.C.C.T.

FRANCISCO DE LA PINA  
SURVEY ABSTRACT  
NUMBER 688

LOT 1, BLOCK B  
WOODLAKE VILLAGE  
CAB. G, PG. 386  
P.R.C.C.T.

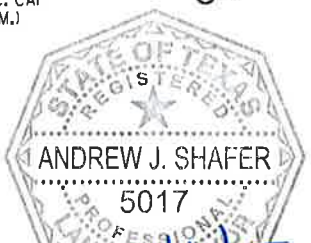
NORTH TEXAS MUNICIPAL  
WATER DISTRICT  
INSTR. NO. 20121121001491090  
O.P.R.C.C.T.

0 25 50 75 100  
SCALE: 1"=50'

NOTE:  
The Basis of Bearing is the Texas Coordinate  
System of 1983, North Central Zone (4202), based  
on ties to City of Wylie Monuments CM 1, CM 2,  
CM 3, CM 4 and CM 5.

**LEGEND**

- |                   |  |
|-------------------|--|
| 1/2" SIR<br>W/CAP | 1/2-INCH SET IRON ROD WITH YELLOW<br>PLASTIC CAP STAMPED "HALFF" |
| FIR               | FOUND IRON ROD   |
| U.T.S.            | UNABLE TO SET  |
| C.M.              | CONTROL MONUMENT   |
| R.O.W.            | RIGHT-OF-WAY   |
| DOC. NO.          | DOCUMENT NUMBER  |
| INSTR. NO.        | INSTRUMENT NUMBER  |
| O.P.R.C.C.T.      | OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS                  |
| P.R.C.C.T.        | PLAT RECORDS OF COLLIN COUNTY, TEXAS                             |



*Andrew J. Shafer*  
Feb. 16, 2021

**EXHIBIT A**  
**PARCEL NO. 6 RIGHT-OF-WAY DEDICATION**  
**2,501 SQ. FT. OR (0.0574 ACRES)**  
SITUATED IN THE  
FRANCISCO DE LA PINA SURVEY, ABSTRACT NO. 688  
CITY OF WYLIE, COLLIN COUNTY, TEXAS  
FOR  
**CITY OF WYLIE**  
PREPARED BY  
**HALFF**  
HALFF ASSOCIATES, INC. ENGINEERS ~ SURVEYORS  
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081-2275  
TBPELS FIRM NO. 10029600 (214)346-6200 AVO. 34066 FEBRUARY, 2021

**Exhibit “A.4”**  
**The ROW Parcel – 0.0563**

**EXHIBIT A  
PARCEL NO. 4  
RIGHT OF WAY DEDICATION  
2,454 SQ. FT. (0.0563 ACRES)**

BEING a 2,454 square foot (0.0563 acre) tract of land situated in the Francisco De La Pina Survey, Abstract No. 688, City of Wylie, Collin County, Texas, and being part of that tract of land described in Special Warranty Deed to North Texas Municipal Water District, as recorded in Instrument Number 20121121001491090 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being a part of Lot 1, Block B of Woodlake Village, an Addition to the City of Wylie, Texas, as recorded in Cabinet G, Page 386, Map Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a found 5/8-inch iron rod with a plastic cap stamped "Gorrondona Assoc." for the northwest end of a corner clip located at the intersection of the north line of Centennial Drive (60-foot wide right-of-way) with the east line of Eubanks Lane (County Road 389, a 32.5 foot wide right-of-way dedicated by said Woodlake Village addition);

THENCE North 00 degrees 30 minutes 31 seconds East, with said east line of Eubanks Lane, a distance of 41.16 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped HALFF (hereinafter referred to as "with HALFF cap") for corner;

THENCE South 44 degrees 32 minutes 20 seconds East, departing said east line and over and across said Lot 1, a distance of 21.20 feet to a set 1/2-inch iron rod with HALFF cap at the beginning of a non-tangent circular curve to the left having a radius of 410.00 feet and whose chord bears North 78 degrees 30 minutes 35 seconds East, a distance of 161.64 feet;

THENCE Easterly, continuing across said Lot 1, through a central angle of 22 degrees 44 minutes 13 seconds, for an arc distance of 162.70 feet to a set 1/2-inch iron rod with HALFF cap on said north line of Centennial Drive;

THENCE South 67 degrees 08 minutes 29 seconds West, along said north line, a distance of 173.58 feet to a found 5/8-inch iron rod with "Gorrondona" cap at the southeast end of the aforementioned corner clip;

THENCE North 56 degrees 09 minutes 25 seconds West, along said corner clip, a distance of 16.48 feet to the POINT OF BEGINNING AND CONTAINING 2,454 square feet or 0.0563 acres of land, more or less.

**EXHIBIT A  
PARCEL NO. 4  
RIGHT OF WAY DEDICATION  
2,454 SQ. FT. (0.0563 ACRES)**

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

I, Andrew J. Shafer, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

Andrew J. Shafer Feb. 16, 2021  
Andrew J. Shafer  
Registered Professional Land Surveyor  
Texas No. 5017 TBPELS Firm No. 10029600



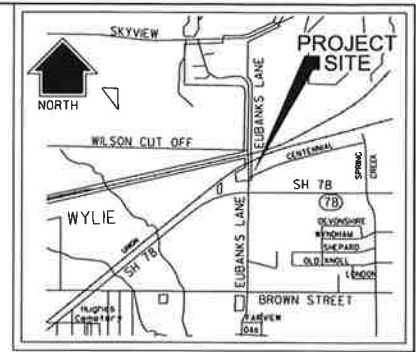


THE KANSAS CITY SOUTHERN  
RAILWAY COMPANY  
A MISSOURI CORPORATION  
DOC. NO. 91-0096329  
O.P.R.C.C.T.

# FRANCISCO DE LA PINA SURVEY ABSTRACT NUMBER 688

LOT 1, BLOCK B  
WOODLAKE VILLAGE  
CAB. G, PG. 386  
P.R.C.C.T.

NORTH TEXAS MUNICIPAL WATER DISTRICT  
INSTR. NO. 20121121001491090  
O.P.R.C.C.T.



**LOCATION MAP**  
NOT TO SCALE

**PARCEL NO. 4  
RIGHT-OF-WAY  
DEDICATION  
2,454 SQ. FT.  
(0.0563 ACRES)**

$\Delta = 22^\circ 44' 13''$   
 $R = 410.00'$   
 $L = 162.70'$   
 $CL = 161.64'$   
 $CB = N 78^\circ 30' 35'' E$

20' BUILDING LINE  
CAB. G, PG. 386  
P.R.C.C.T.

5/8" FIR  
W/"GORRONDONA  
ASSOC." CAP  
(C.M.)

5/8" FIR  
W/"GORRONDONA  
ASSOC." CAP  
(C.M.)

**POINT OF  
BEGINNING**

**EUBANKS LANE (C.R. 389)**  
(VARIABLE WIDTH R.O.W.)

**CENTENNIAL DRIVE**  
60' R.O.W. DEDICATION  
CAB. G, PG. 386  
P.R.C.C.T.

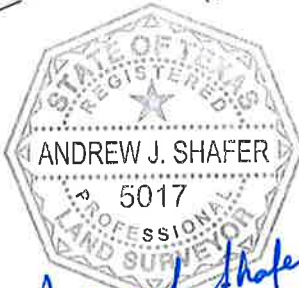
5/8" FIR  
W/"GORRONDONA  
ASSOC." CAP  
(C.M.)

N56°09'25"W  
16.48'

20' BUILDING LINE  
CAB. G, PG. 386  
P.R.C.C.T.

15' UTILITY EASEMENT  
CAB. G, PG. 386  
P.R.C.C.T.

LOT 1, BLOCK A  
WOODLAKE VILLAGE  
CAB. G, PG. 386  
P.R.C.C.T.  
  
(CALLED 15.754 ACRE TRACT)  
C.T. BECKHAM  
DOC. NO. 2002-0141441  
VOL. 05266, PG. 01434  
O.P.R.C.C.T.



*Andrew J. Shafer*  
Feb. 16, 2021

0 25 50 75 100  
SCALE: 1"=50'

**NOTE:**  
The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

## **LEGEND**

1/2" SIR W/CAP	1/2-INCH SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF"
FIR	FOUND IRON ROD
U.T.S.	UNABLE TO SET
C.M.	CONTROL MONUMENT
R.O.W.	RIGHT-OF-WAY
DOC. NO.	DOCUMENT NUMBER
INSTR. NO.	INSTRUMENT NUMBER
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
	PLAT RECORDS OF COLLIN COUNTY, TEXAS

## **EXHIBIT A** **PARCEL NO. 4 RIGHT-OF-WAY DEDICATION** **2,454 SQ. FT. OR (0.0563 ACRES)**

SITUATED IN THE  
FRANCISCO DE LA PINA SURVEY, ABSTRACT NO. 688  
CITY OF WYLIE, COLLIN COUNTY, TEXAS  
FOR

**CITY OF WYLIE**

PREPARED BY  
**HALFF**

HALFF ASSOCIATES, INC. ENGINEERS ~ SURVEYORS  
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081-2275  
TBPELS FIRM NO. 10029600 (214)346-6200 AVO. 34066 FEBRUARY, 2021

**Exhibit “B” to the ILA  
The Easement Area**



**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.

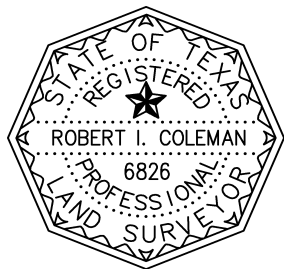
Note: Surveyed on the ground August, 2021.

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.**

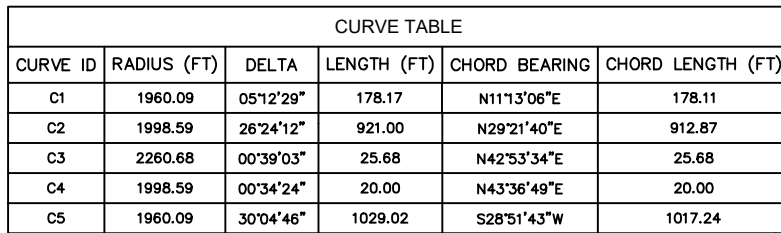


A handwritten signature in black ink, appearing to read "Robert I. Coleman", is written over a horizontal line.

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

December 08<sup>th</sup>, 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



S.B. SHELBY SURVEY  
ABSTRACT NO. 820

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

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

LOT

4. THIS MAP OR PLAT WAS PREPARED FROM AN ACCURATE SURVEY CONDUCTED ON THE GROUND UNDER MY DIRECT SUPERVISION IN AUGUST 2021.

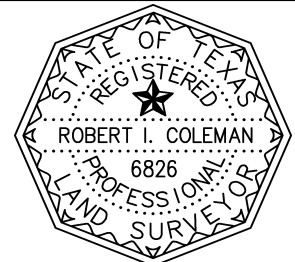
○	SET 5/8" IRON ROD WITH RED PLASTIC CAP STAMPED "CRIADO" OR AS NOTED
●	MONUMENT FOUND (AS NOTED)
D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
VOL./PG.	VOLUME/PAGE
INST. NO.	INSTRUMENT NUMBER
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  
FM 2514 PIPELINE RELOCATIONS*

CRIADO & ASSOCIATES, INC. • 4100 SPRING VALLEY RO

CRIADO & ASSOCIATES, INC. • 4100 SPRING VALLEY ROAD, SUITE 1001, DALLAS, TX 75244 • PH. 972-392-9092 • FAX 972-392-9192



Robert Z/C

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

**Exhibit “C” to the ILA  
Form of the Deed**

**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

STATE OF TEXAS                   §  
COUNTY OF COLLIN         §

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a conservation and reclamation district created pursuant to Section 59, Article XVI of the Texas Constitution, acting by and through its duly authorized representative, having its principal offices at 505 E. Brown Street, Wylie, Texas 75098, hereinafter referred to as "Grantor," for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, the obligations and duties contained in that certain Interlocal Agreement with Grantee, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto **CITY OF WYLIE**, a home-rule municipality located in Collin County, Texas, herein referred to as "Grantee," those certain 0.1634, 0.0106, 0.0574, and 0.0563 acre tracts of land situated in the Francisco De La Pina Survey, Abstract 688, Collin County, Texas, and being more fully described by metes and bounds and depicted in the attached **EXHIBIT A, Exhbit A.1 – Exhbit A.4** (the "Property").

This conveyance, however, is made and accepted subject to the matters described in the attached **EXHIBIT B**, to the extent the same are validly existing and applicable to the Property (collectively, the “Permitted Exceptions”).

TO HAVE AND TO HOLD the above described Property, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's successors and/or assigns to WARRANT AND FOREVER DEFEND all the said Property unto the said Grantee, Grantee's successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject, however, to the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

EXECUTED this date: \_\_\_\_\_, 2022.

NORTH TEXAS MUNICIPAL WATER DISTRICT,  
a political subdivision of the State of Texas

By: \_\_\_\_\_  
Jennafer P. Covington, Executive Director and General Manager

**ACKNOWLEDGMENT**

STATE OF TEXAS                   §  
   §  
COUNTY OF COLLIN           §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by  
JENNAFER P. COVINGTON, Executive Director and General Manager of the NORTH TEXAS  
MUNICIPAL WATER DISTRICT, a political subdivision of the State of Texas, on behalf of said  
NORTH TEXAS MUNICIPAL WATER DISTRICT.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**After recording please return to:**

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

**EXHIBIT A to the Special Warranty Deed**

**Legal Description and Depiction of the Property**

**See EXHIBIT A.1 – EXHIBIT A.4**



**EXHIBIT B to the Special Warranty Deed**

**The Permitted Exceptions**

## **EXHIBIT B**

### **The Permitted Exceptions**

#### **Parcel No. 4:**

1. The following easements and/or building lines, as shown on plat recorded in Volume G, Page 385, Real Property Records, Collin County, Texas:
  - 20' building line;
  - 15' utility easement
2. Easement granted by C.R. Hillis and wife, Lula B. Hillis to Texas Power & Light Company, filed 10/20/1954, recorded in Volume 491, Page 153, Real Property Records, Collin County, Texas.
3. Easement granted by Centennial Arapaho Development Venture to the City of Wylie, filed 05/13/1987, recorded in Volume 2626, Page 879, Real Property Records, Collin County, Texas.

#### **Parcel No. 6:**

4. Undivided royalty interest in coal, lignite, oil, gas and other minerals, and all rights incident thereto, described in instrument filed 01/03/1938, recorded in Volume 316, Page 516, Real Property Records, Collin County, Texas.
5. Easement granted by G. P. Maynard and Cora M. Maynard to Texas Power & Light Company, filed 10/20/1954, recorded in Volume 491, Page 151, Real Property Records, Collin County, Texas.
6. Easement granted by G. P. Maynard and Cora M. Maynard to North Texas Municipal Water District, filed 12/31/1954, recorded in Volume 493, Page 448, Real Property Records, Collin County, Texas.

#### **Parcel No. 7:**

7. Mineral estate and interest in coal, lignite oil, gas and other minerals together with all rights, privileges and immunities thereto described in instrument filed 02/11/1966, recorded in Volume 668, Page 528, Real Property Records, Collin County, Texas.
8. Mineral estate and interest in coal, lignite oil, gas and other minerals together with all rights, privileges and immunities thereto described in instrument filed 05/16/1966, recorded in Volume 684, Page 266, Real Property Records, Collin County, Texas.

**Parcel No. 8:**

9. Easement granted by Mary Margaret Pendery and Clinton C. Pendery to Wyle Northeast Water Supply Corporation, filed 08/10/1965, recorded in Volume 658, Page 542, Real Property Records, Collin County, Texas.
10. Easement granted by Mary Margaret O'Reilly Pendery and Clinton C. Pendery to North Texas Municipal Water District, filed 01/23/1967, recorded in Volume 684, Page 554, Real Property Records, Collin County, Texas.
11. Easement granted by John F. Pendery, et al to County of Collin, filed 02/28/1990, recorded in Volume 3227, Page 437, Real Property Records, Collin County, Texas.
12. Easement granted by E. M. Barnes and wife, Mamie Barnes to the public, filed 01/17/1928, recorded in Volume 270, Page 397, Real Property Records, Collin County, Texas.
13. Easement granted by North Texas Municipal Water District to the City of Wylie, filed 02/08/2006, recorded in cc# 20060208000167470, Real Property Records, Collin County, Texas.

**Exhibit “D” to the ILA  
Form of the Easement**

**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