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## GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT ("Lease") is made and entered into effective as of the 30<sup>th</sup> day of AUGUST, 2019 (the "Effective Date"), by and between East Fork Partners, Ltd., a Texas limited partnership ("Landlord"), and The City of Weston, Texas, a municipal corporation ("Tenant").

### WITNESSETH:

WHEREAS, Landlord desires to lease to, and Tenant desires to lease from Landlord, that certain land in the City of Weston, Collin County, Texas, more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Land"), any improvements thereon (the "Improvements"), and any easements, rights and appurtenances appertaining thereto (said Land, Improvements and other rights being referred to herein collectively as the "Premises");

WHEREAS, Landlord has entered into a Wastewater Regionalization Agreement ("Agreement") with the North Texas Municipal Water District ("NTMWD") providing for the provision of regional wastewater service to the Landlord's property and the territory subject to Tenant's wastewater Certificate of Convenience and Necessity No. 20999 ("CCN No. 20999") issued by the Public Utility Commission of Texas ("PUC") upon certain conditions, and Tenant shall be subject to the Agreement upon approval by TCEQ of the transfer of the TCEQ Permit (hereinafter defined) to the Tenant; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed and acknowledged by each of the parties hereto, the undersigned Landlord and Tenant do hereby agree as follows:

### AGREEMENT:

1. **TERM.** Subject to the terms of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises. This Lease will continue for a term (the "Initial Term") commencing on the date (the "Commencement Date") Tenant delivers notice to Landlord and to NTMWD that it intends to direct the commencement of construction of the Facility (hereinafter defined) ninety (90) days thereafter (the "Construction Notice"), and ending on the date which is five (5) years after the date the TCEQ Permit (hereinafter defined) was issued by the Texas Commission on Environmental Quality (the "TCEQ"), unless sooner terminated in accordance herewith. Tenant will not enter the Premises, nor be obligated to pay Taxes, until the Commencement Date. The term of this Lease will automatically renew each time the TCEQ Permit is renewed, for the length of time of the renewal period for such TCEQ Permit (each, a "Renewal Term", and collectively, the "Renewal Terms"), unless sooner terminated in accordance herewith, upon the same terms and conditions hereof as the Initial Term, and the Initial Term and any Renewal Terms are referred to herein as the "Term". Tenant will make good faith efforts to cause the TCEQ Permit to be renewed by the date required therefor. TENANT LEASES THE PREMISES IN ITS "AS IS, WITH ALL FAULTS" CONDITION AS OF THE EFFECTIVE DATE AND LANDLORD HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR THE CONDITION THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE SUITABILITY OF THE PREMISES FOR TENANT'S INTENDED USE THEREOF, OR ANY OTHER MATTER RELATED THERETO.

### 2. **RENT; OTHER CHARGES.**

2.1 **Rent.** Tenant shall reimburse Landlord for any and all taxes and assessments (general and special), impositions, water and sewer rents, rates and charges, charges for public utilities, excises, levies, license and permit fees, impact fees, and other governmental charges, general and special, ordinary and extraordinary, of any kind and nature whatsoever (collectively, the "Taxes"), with respect to the Premises, Facility and/or this Lease during the Term of this Lease (prorated for any partial year thereof) (including, without limitation, any excise, transaction, sales or privilege tax imposed upon Landlord on account of any Rent, any taxes or similar amounts charged in lieu of any other Taxes, any capital or franchise tax, and the so-called "franchise tax" or "margin



tax" imposed as a result of Texas House Bill 3 enacted by the 79<sup>th</sup> Legislature in 2006). For each month (or part thereof) during the Term, Tenant will pay Landlord one-twelfth (1/12th) of Taxes as reasonably estimated by Landlord for that particular year. Following Landlord's receipt of a tax bill for a calendar year, Landlord will submit same to Tenant, and if Tenant did not pay the total Taxes due for such time period, Tenant will pay same within ten (10) days thereof, and if Tenant paid more than the amount due from Tenant for such time period, Landlord will apply the excess amounts to the next amounts due from Tenant (or, if no further amounts are due, reimburse Tenant therefor). Tenant is not entitled to receive any interest on the amounts deposited by Tenant, and Landlord may commingle same with other monies. Without limitation to the foregoing, Tenant is liable for all Taxes levied or assessed against any personal property of Tenant, and same are charged to Landlord they shall be included in Taxes hereunder. Landlord acknowledges that Tenant may be exempt from the payment of Taxes due to its being a municipal corporation, but no such exemption will amend Tenant's obligation to pay any Taxes due hereunder in the event same are charged to Landlord or with respect to the Premises or Facility, and Tenant shall pay any rollback taxes and other increased tax amounts following the loss of any exemption due to Tenant's status as a municipal corporation or charged after the expiration or termination of this Lease which were not charged during the Term due to such exemption, if applicable, which obligations shall survive the expiration or termination of this Lease. In consideration for Tenant paying Taxes related to the Premises and Facility, no "base rent" shall be due hereunder. Any amounts due from Tenant to Landlord hereunder are deemed to be additional rent and sometimes referred to herein as "Rent". All Rent shall be delivered to the address designated by Landlord in writing, and any past due Rent will bear interest from the date due until paid at the rate of twelve percent (12%) per annum.

**2.2     Ag Exemption.** Tenant acknowledges that the Facility shall be located on less than 1.9 acres of the Premises and that Landlord intends to continue to use the remainder of the Premises to maintain an agricultural tax exemption for the entire Premises. Landlord shall have the right to use, access and enter the remaining portions of the Premises (i.e., other than the actual Facility) so as to maintain an agricultural tax exemption for the Premises (including, without limitation, grazing cattle and fencing related thereto), and Tenant shall not do anything not otherwise contemplated herein, which causes Landlord to lose such agricultural tax exemption, and in no event will same be construed as a trespass or an eviction of Tenant or relieve Tenant from fulfillment of any covenant in this Lease. Notwithstanding the foregoing, Landlord shall not construct any improvements on the remainder of the Premises without the advance written consent of Tenant (but Tenant will in any event consent to reasonable fencing thereon in connection with grazing cattle).

**2.3     Tax Contests.** TENANT HEREBY WAIVES ALL RIGHT(S) UNDER APPLICABLE LAW (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS UNDER SECTION 41.413 AND 42.015 OF THE TEXAS PROPERTY TAX CODE), TO PROTEST, CONTEST OR APPEAL THE APPRAISED VALUE OF OR ANY TAXES OR ASSESSMENTS RELATED TO, OR TO RECEIVE NOTICE OF ANY APPRAISED VALUE, REAPPRAISAL OR OTHER VALUATION OF (WHETHER FROM LANDLORD, THE APPRAISAL DISTRICT OR OTHERWISE), ALL OR ANY PORTION OF THE PREMISES, OR ANY OTHER PROPERTY RELATED THERETO (INCLUDING, WITHOUT LIMITATION, IRRESPECTIVE OF WHETHER LANDLORD HAS ELECTED TO PROTEST, CONTEST OR APPEAL ANY SUCH VALUE THEREOF).

**2.4     Utilities; Services.** Tenant alone is responsible for the provision of any utilities or other services with respect to the Premises, and must pay all charges therefor. This Lease is intended to be a fully net lease with respect to the Facility, it being the intention that Landlord will have and enjoy the Rent without notice, demand, set-off, or abatement, and Tenant shall be solely responsible for all costs related to the Facility and/or Tenant's use of the Premises in connection therewith. TENANT AGREES THAT EACH PROVISION OF THIS LEASE FOR DETERMINING CHARGES AND AMOUNTS PAYABLE BY TENANT IS COMMERCIALY REASONABLE AND CONSTITUTES A STATEMENT OF THE AMOUNT OF THE CHARGE OR A METHOD BY WHICH THE CHARGE IS TO BE COMPUTED FOR PURPOSES OF SECTION 93.012 OF THE TEXAS PROPERTY CODE. ACCORDINGLY, TENANT AND LANDLORD HEREBY VOLUNTARILY AND KNOWINGLY WAIVE ALL RIGHTS AND BENEFITS TO WHICH THEY MAY RESPECTIVELY BE ENTITLED UNDER SECTION 93.012 OF THE TEXAS PROPERTY CODE, AS AMENDED OR SUCCEEDED.

### **3.     USE AND CONDITION OF PREMISES.**

**3.1     Permitted Use.** Tenant must at all times use the Premises solely for the operation of The East Fork Wastewater Treatment Facility (the "Facility"), including any subsequent improvements thereto in



accordance with the TCEQ Permit), subject to and in accordance with the terms and conditions of TCEQ Permit No. WQ0015565001 issued by the TCEQ (the "TCEQ Permit"), as may be subsequently amended. The term "TCEQ Permit", as used herein, shall include any subsequent amendments or additional related permits issued by the TCEQ for the operation of the Facility as same may be expanded from time to time in accordance herewith (each of which shall be subject to Landlord's reasonable approval thereof) (and Tenant shall be obligated to obtain and maintain same effective and in good standing as required in connection with the operation of the Facility at all times). Tenant may not occupy or use or permit the Premises to be occupied or used for any other purpose, unless mutually agreed by Landlord and Tenant in writing. Tenant may operate the Facility via a third party operator approved by Landlord (the "Operator") and in accordance with the Agreement, at Tenant's sole cost and expense. No such operation shall serve to give any such Operator any right, title or interest in this Lease or the Premises or any rights or remedies against Landlord. Without limitation to the foregoing, in no event shall any Operator have any right to lien any portion of the Premises or Facility.

**3.2 Violating Use; End of Term.** In the event (a) Landlord reasonably determines the Facility is not being operated in compliance with applicable Laws or any applicable permits (including, without limitation, the TCEQ Permit and any TCEQ regulatory requirements or standards), (b) the TCEQ Permit expires or terminates or Tenant has not requested a renewal of the permit from TCEQ 240 days prior to expiration, or (c) the services being provided by the Facility are transferred so that such services are being directly or indirectly provided instead by the NTMWD, or its successor with respect to such services, then in any such event Landlord will have the right to (without limitation to any other rights or remedies of Landlord in connection therewith): (1) require Tenant to hire a new Operator approved by Landlord (and the NTMWD, if necessary); (2) take over operations of the Facility in place of Tenant without terminating this Lease; or (3) terminate this Lease. Upon any expiration or termination of this Lease (or Landlord's taking over operations of the Facility), then (i) at Landlord's request, Tenant will assign any contract with an applicable Operator to Landlord for Landlord's continued use thereof (if applicable), (ii) Landlord may request from the TCEQ transfer of the TCEQ Permit from Tenant to Landlord, which request Tenant agrees to fully support in writing and which Tenant will not in any way encourage others to oppose, (iii) Landlord may request from the PUC transfer of Landlord's property served by the Facility from sewer CCN No. 20999 to a CCN to be held by Landlord or Landlord's designee, which request Tenant agrees to fully support in writing and which Tenant will not in any way encourage others to oppose, and/or (iv) Landlord and Tenant will enter into an agreement for Landlord to provide retail wastewater treatment services for wastewater generated within Landlord's property which is within sewer CCN No. 20999, and/or wholesale wastewater treatment services for wastewater generated within sewer CCN No. 20999. In the event the services being provided by the Facility are transferred so that same are being provided by the NTMWD, or its successor with respect to such services, at Landlord's election this Lease shall continue for the operation of the Facility for irrigation and scalping purposes or as otherwise reasonably designated by Landlord until the expiration or termination of the TCEQ Permit.

**3.3 Access.** Tenant will construct such access to the Premises (the "Accessway") over a portion of adjacent property, as is reasonably desired by Tenant in connection with its use of the Premises, the cost of which Accessway shall be at Tenant's sole cost and expense. Accordingly, Landlord will cause the owner of the adjacent property (which owner is an affiliated entity of Landlord) (the "Adjacent Owner"), to grant Tenant an easement (at no charge to Tenant) for the Accessway in form and content mutually and reasonably agreed upon by Tenant, Landlord and the Adjacent Owner (the "Easement"), which Easement will be of no further force or effect upon the expiration or termination of this Lease. Tenant will be obligated to provide any security measures necessary in connection with the Accessway (such as fencing thereof), and acknowledges that the location of the Accessway is subject to change from time to time to a mutually agreeable location based on surrounding development.

**4. MAINTENANCE AND REPAIRS.** All maintenance, repair, upkeep, and replacement of the Premises (including, without limitation, the Facility) shall be the responsibility of Tenant and shall be conducted by Tenant at Tenant's sole expense, and Tenant shall at all times during the Term keep the Premises and Facility in good condition and repair, so that same is operating in accordance with the TCEQ permit. If Tenant fails to comply with this paragraph, Landlord may perform same at Tenant's cost.

**5. FACILITY; ALTERATIONS.** Tenant shall cause the construction of the Facility, in accordance with the terms and conditions of that certain development agreement, as amended, ("DA") by and between Tenant and Landlord, Westin Land LTD., East Fork Partners, LTD and D.R. Horton Texas, LTD. Tenant may not make



any other alterations, additions or improvements (collectively "Alterations"), other than Alterations required in connection with the TCEQ Permit or for the operation of the Facility in accordance therewith, to the Premises without the prior written consent of Landlord. Landlord may require Tenant to fence, screen and/or access the Facility and any Alterations in such a manner so that same are not detrimental to adjacent property. Approval by Landlord of any of Tenant's plans and specifications will not constitute a representation or warranty of Landlord as to the adequacy or sufficiency thereof for any use, purpose or condition, or that same comply with any applicable Laws, but such approval will merely be the consent of Landlord as permitted hereunder. Tenant, in its capacity as Tenant, may not place or permit to be placed any lien, mortgage or other encumbrance upon the Premises or any interest of Landlord in the Premises.

## **6. COMPLIANCE WITH LAWS, ETC.**

**6.1 General Compliance.** Tenant must, at Tenant's sole cost and expense, promptly observe and comply with all laws (including, without limitation, environmental laws), ordinances, statutes, codes, requirements, orders, directions, licenses, permits, rules and regulations of all federal, state, county and municipal governments or quasi-governmental authorities and of all other governmental or quasi-governmental authorities having or claiming jurisdiction over the Premises (collectively "Laws") (including, without limitation, the Americans With Disabilities Act, the TCEQ Permit, and any other governmental or quasi-governmental permits related the Facility); and, without limitation to the foregoing, Tenant shall be obligated to obtain any permit or other authorization required in connection with Tenant's use upon the Premises. In the event the TCEQ is required to approve of this Lease, Landlord and Tenant will use commercially reasonable efforts to agree to any modifications hereto required by the TCEQ.

**6.2 Hazardous Materials.** Other than as necessary in connection with Tenant's permitted use hereunder in accordance with all applicable Laws, including the guidelines of any applicable regulatory entitlements, Tenant will not (and will not permit any employee, agent, officer, or invitee) at any time bring onto the Premises or maintain on, or dispose onto or under, or discharge from, the Premises or any part thereof, any Hazardous Materials (as such term is defined hereinbelow) except as authorized by the TCEQ Permit or other governmental authorization. The term "Hazardous Materials" as used in this Lease means, individually and/or collectively, any hazardous or toxic substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302), as each of the foregoing may be amended and/or supplemented from time to time, or such substances, materials and wastes which are identified as hazardous wastes, hazardous substances or hazardous materials which are or become regulated under any applicable municipal, county, state or federal law, rules or regulations, including (without limitation): (i) any "Hazardous Waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 USC Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "Hazardous Substance" as defined by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 USC Section 9601 et seq.) as amended from time to time, and regulations promulgated thereunder; (iii) asbestos, (iv) polychlorinated biphenyls; (v) any substance the presence of which is prohibited or regulated by any applicable Laws; (vi) any petroleum-based products which are deemed hazardous by any Laws; (vii) underground storage tanks which are regulated by any Laws; and (viii) any other substance which under Laws require special handling or notification of any federal, state or local governmental entity in its collection, storage, treatment or disposal.

Upon the expiration or termination of this Lease, Tenant will be solely responsible for the removal of any Hazardous Materials located in, upon or under the Premises which were introduced thereto during the Term of this Lease, and the restoration of the Premises (and any other actions required by applicable Laws) in connection therewith. Immediately upon receipt of any inquiry, communication, note, notice or report of any governmental or regulatory action instituted or threatened under applicable Laws affecting the Premises with respect to Hazardous Materials, Tenant shall deliver same to Landlord. As used herein "Spill" shall mean the releasing, spilling, leaking, leaching, disposing, pumping, pouring, emitting, emptying, dumping, presence, use, handling, treatment, manufacture, transportation, generation, storage or sale of Hazardous Materials at, in, on, under or emanating to or from the Premises, directly or through migration, or the threat thereof, regardless of whether the result of an intentional or unintentional action or omission. In the event of any Spill in, on or affecting the Premises during the Term or caused by Tenant, Tenant shall immediately notify Landlord thereof and take all steps necessary and as required by the appropriate governmental entities in accordance therewith, to remediate any such Spill and any contamination



related to the Spill in accordance with all applicable Laws, and restore the Premises following same (which actions will be coordinated with Landlord and subject to Landlord's reasonable requirements related thereto). The obligations of Tenant in this Section 6.2 shall survive the expiration or sooner termination of this Lease.

7. **INSURANCE.** Tenant shall maintain its current insurance levels established through its membership with the Texas Intergovernmental Risk Pool; however if operations of the Facility are performed by an Operator, Tenant shall cause such Operator to maintain during the Term of this Lease, at such Operator's sole cost and expense:

(a) "Causes of Loss – Special Form" (formerly, "all-risks"), or comparable coverage by whatever name denominated, property insurance in an amount equal to the replacement cost of all buildings, improvements and property located upon the Land (including, without limitation, the Facility);

(b) commercial general liability insurance covering the Premises and Tenant's use thereof against claims for personal or bodily injury or death or property damage (including contractual indemnity and liability coverage) in amounts not less than \$5,000,000 combined single limit primary coverage per occurrence of bodily injury, property damage, or combination thereof, which shall include coverage for the contractual liability of Tenant to indemnify Landlord pursuant to the terms of this Lease; and

(c) workers' compensation insurance in an amount not less than that necessary to satisfy all statutory limits and other requirements of law concerning such workman's compensation coverage for Tenant's use and operations within the Premises. Such policy must contain a waiver of subrogation endorsement reasonably acceptable to Landlord.

Tenant must furnish Landlord with evidence of such insurance reasonably satisfactory to Landlord prior to the commencement of the Term and at least sixty (60) days prior to the expiration dates of the respective policies, or as otherwise reasonably requested by Landlord. All such policies must be endorsed to provide that Tenant's insurance is primary in the event of any overlapping coverage with the insurance covered by Landlord, and Landlord shall be named as a loss payee or additional insured thereon, as applicable. Tenant shall additionally procure and maintain throughout the Term of this Lease, at Tenant's sole cost and expense, such additional amounts and coverages of insurance, or increases in the limits of the coverages described above, as Landlord may reasonably require from time to time and as is then customarily required of similar tenants leasing similar properties for similar uses.

Tenant will not, and will not cause the Operator, if any, to maintain insurance to cover any improvements made to the Premises by Landlord that are not directly attributable to the provision of wastewater utility service.

8. **CASUALTY; CONDEMNATION.** If any improvements (including, without limitation, the Facility) on the Premises are damaged or destroyed by fire or other casualty, Tenant must promptly reconstruct same to substantially the same condition they existed immediately prior to such damage or destruction. If any portion of the Premises are taken or condemned for any public or quasi-public use under any Law or by right of eminent domain, or by a conveyance in lieu thereof, then this Lease will not be affected thereby, and Tenant will have no claim to any condemnation award or proceeds in lieu thereof.

9. **INDEMNIFICATION BY TENANT.** **TENANT (TO THE EXTENT PERMITTED BY APPLICABLE LAWS) HEREBY AGREES TO WAIVE AND RELEASE THE LANDLORD-RELATED PARTIES (DEFINED BELOW) FROM, BE LIABLE FOR, AND INDEMNIFY, DEFEND, PROTECT, AND HOLD HARMLESS THE LANDLORD-RELATED PARTIES FROM AND AGAINST, ANY AND ALL ACTIONS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, CLAIMS, DEMANDS, DAMAGES, PENALTIES, FINES, DEFICIENCIES, LOSSES, JUDGMENTS, SUITS, CAUSES OF ACTION, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES) IMPOSED UPON OR INCURRED BY OR ASSERTED AGAINST ANY LANDLORD-RELATED PARTIES BY REASON OF (A) ANY OCCURRENCE UPON THE PREMISES OR ACCESSWAY DURING THE TERM HEREOF (OTHER THAN DUE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY LANDLORD-RELATED PARTIES OR ANYONE ENTERING THE PREMISES BY OR ON BEHALF OF LANDLORD), (B) ANY USE OF THE PREMISES OR ACCESSWAY BY TENANT, ANY OPERATORS, OR EITHER OF THEIR AGENTS, CONTRACTORS, EMPLOYEES,**



OR INVITEES, (C) ANY ACTS OR OMISSION ON THE PART OF TENANT, ANY OPERATORS, OR EITHER OF THEIR AGENTS, CONTRACTORS, EMPLOYEES, OR INVITEES, (D) ANY FAILURE ON THE PART OF TENANT TO PERFORM OR COMPLY WITH ANY OF THE TERMS OF THIS LEASE, OR (E) THE INTRODUCTION OF ANY HAZARDOUS MATERIALS ONTO THE PREMISES BY TENANT, ANY OPERATORS, OR EITHER OF THEIR AGENTS, CONTRACTORS, EMPLOYEES OR INVITEES, OR ANY OTHER HAZARDOUS MATERIALS BEING LOCATED UPON OR UNDER THE PREMISES AND INTRODUCED THERETO DURING THE TERM OF THE LEASE BY ANY PERSON OR PARTY (OTHER THAN ANY LANDLORD-RELATED PARTIES) (INCLUDING, WITHOUT LIMITATION, COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OR MONITORING OF SITE CONDITIONS, OR ANY CLEAN-UP, CONTAINMENT, REMEDIAL OR RESTORATION WORK RELATED TO HAZARDOUS MATERIALS) even if any such claim, cause of action, or suit under this subsection (e) is based upon or alleged to be based upon the strict liability of Landlord or any other Landlord-Related Parties (and the foregoing shall survive the expiration or termination of this Lease. As used herein, the term "Landlord-Related Parties" shall mean and refer collectively to Landlord, and any officer, director, owner, partner, employee, agent, contractor, or other authorized representative of Landlord.

10. **ASSIGNMENTS AND SUBLETTING.** Other than an assignment of operatorship to an Operator in accordance herewith, Tenant may not assign, mortgage, pledge, encumber, hypothecate or otherwise transfer or permit the transfer of this Lease or Tenant's interest in this Lease, nor may Tenant sublease or license the Premises or any part thereof (collectively, a "Transfer"), without the prior written consent of Landlord. Notwithstanding any Transfer hereunder, Tenant will not be released or discharged from any liability or obligation (whether past, present or future) under this Lease, including any Renewal Term of this Lease.

## 11. **DEFAULT OF TENANT.**

11.1 **Events of Default.** Each of the following occurrences will constitute an "Event of Default" by Tenant under this Lease: (a) Tenant fails to pay any installment of Rent as and when due which failure continues for five (5) days after Landlord delivers written notice thereof to Tenant (however, Landlord is not required to send more than one [1] such notice in any consecutive 12 month period, it being agreed that after any one [1] such notice and cure period any subsequent failure to pay any amounts due hereunder will automatically be an Event of Default hereunder); or (b) failure or default is made in the performance of any of the other covenants, agreements, conditions or undertakings herein contained to be kept, observed and performed by Tenant and such failure or default continues for a period of twenty (20) days after Landlord delivers written notice thereof to Tenant; or (c) Tenant shall become insolvent, make a transfer in fraud of creditors, make an assignment for the benefit of creditors, file a petition under any section or chapter of the Bankruptcy Act, as amended, or similar law, be adjudged bankrupt or insolvent in proceedings filed against Tenant, or a receiver or trustee shall be appointed for the Premises or for all or substantially all of the assets of Tenant; or (d) Tenant vacates or abandons any substantial portion of the Premises; or (e) Tenant fails to discharge any lien or encumbrance placed upon the Premises in violation of the terms and conditions of this Lease within 15 days after such lien or encumbrance is filed against the Premises.

### 11.2 **Remedies.**

(a) Upon the occurrence of any Event of Default, Landlord may, at its option and without further notice to Tenant and without judicial process, in addition to all other remedies given hereunder or by law or equity, do any one or more of the following: (1) terminate this Lease, in which event Tenant must immediately surrender possession of the Premises to Landlord; or (2) terminate Tenant's right to possession of the Premises and enter upon and take possession of the Premises and expel or remove Tenant therefrom, with or without having terminated this Lease. Any personal property not claimed within 30 days thereof will be deemed abandoned.

(b) If Landlord terminates this Lease by reason of an Event of Default, Tenant must pay to Landlord the sum of (1) the cost of recovering the Premises (including attorney's fees and costs), (2) the unpaid Rent and all other indebtedness accrued hereunder to the date of such termination, (3) the total Rent which Landlord would have received under this Lease for the remainder of the Lease Term (minus the fair market rental value thereof for the same period, both discounted to present value at a reasonable interest rate), and (4) any other amounts, damages or relief which Landlord may be entitled to pursuant to this



Lease, at law or in equity.

(c) If Landlord terminates tenant's right to possession of the Premises without terminating this Lease, then Tenant must pay to Landlord the sum of (1) the cost of recovering the Premises (including attorney's fees and costs), (2) the unpaid Rent and other indebtedness accrued to the date of such repossession, and (3) the total Rent that Landlord would have received under this Lease for the remainder of the Lease Term minus any net sums thereafter received by Landlord through reletting the Premises during said period after deducting expenses incurred by Landlord in connection with such reletting. Re-entry by Landlord will not affect the obligations of Tenant for the unexpired Lease Term. Tenant will not be entitled to any excess of rent obtained by reletting over the Rent required to be paid by Tenant hereunder. Actions to collect amounts due by Tenant may be brought one or more times, without the necessity of Landlord's waiting until the expiration of the Lease Term. In addition, Landlord may, at any time following repossession of the Premises without termination of the Lease, elect to terminate the Lease and pursue the remedies available to Landlord pursuant to Section 11.2(b) above in lieu of the remedies available to Landlord pursuant to this Section 11.2(c).

(d) If Tenant fails to make any payment or perform any obligation hereunder within 10 days after receipt of written notice thereof, Landlord may make such payment, perform such obligation, and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose), at Tenant's sole cost.

Exercise by Landlord of any one or more remedies hereunder will not constitute forfeiture or an acceptance of surrender of the Premises by Tenant. Such surrender can be effected only by the written agreement of Landlord and Tenant. Upon termination of this Lease or repossession of the Premises due to the occurrence of an Event of Default, Landlord will not be obligated to relet or attempt to relet the Premises. Each right and remedy of Landlord hereunder or existing at law or in equity or by statute or otherwise will be cumulative and concurrent and will be in addition to every other right and remedy hereunder or existing in equity or by statute or otherwise, and the exercise by Landlord of any one or more of such rights or remedies will not preclude the simultaneous or later exercise by Landlord of any or all such other rights or remedies.

**12. QUIET ENJOYMENT; RIGHT OF ENTRY.** So long as Tenant faithfully and timely performs all the agreements, terms, covenants and conditions of this Lease, Tenant's quiet and peaceful enjoyment of the Premises will not be disturbed or interfered with by Landlord, or any party claiming by, through or under Landlord, subject to the terms and provisions of this Lease. Notwithstanding the foregoing, Landlord will have the right, at all reasonable times during the Term (but upon no less than 24 hours' prior notice), to enter the Premises for the purpose of inspecting the Premises, ensuring Tenant's compliance with the terms hereof, and/or performing any rights or obligations of Landlord hereunder; so long as the exercise of such right does not unreasonably interfere with Tenant's occupancy and use of the Premises.

**13. NO WAIVER, ETC., BY LANDLORD.** No failure by Landlord to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no submission by Tenant or acceptance by Landlord of full or partial Rent during the continuance of any such breach, will constitute a waiver of any such breach or of any such term. No waiver by Landlord of any breach will affect or alter this Lease, which will continue in full force and effect, nor will any such waiver affect or alter the rights of Landlord with respect to any other then existing or subsequent breach hereunder. In no event will any purported waiver by Landlord be effective unless set forth in writing duly executed by Landlord.

**14. SURRENDER; HOLDING OVER.**

**14.1 Surrender of Premises.** Tenant shall own the Facility until the expiration or earlier termination of this Lease, but Tenant shall not remove or intentionally destroy any part thereof. Upon the expiration or termination of this Lease, (a) the Facility, without the payment of any kind to Tenant, shall become Landlord's sole property, free and clear of any and all claims of Tenant or any party acting by, through or under Tenant (and Tenant shall execute any and all documents necessary to evidence same if requested by Landlord), (b) Landlord shall have the right (but not the obligation) to operate the Facility, (c) Tenant will surrender to Landlord the Premises including all improvements thereon, in good condition and repair, reasonable wear and tear excepted, and



(d) notwithstanding the foregoing, upon Landlord's request Tenant must remove such improvements as so requested (including, without limitation, all or any portion of the Facility) and repair all damage caused thereby.

**14.2 Holding Over.** If Tenant continues to occupy the Premises after the expiration or other termination of the Term without the prior written consent of Landlord, such tenancy shall be a "tenancy at sufferance", continuing upon the terms and conditions of this Lease except that if such holding over continues for sixty (60) days following written notice from Landlord to Tenant that Tenant must immediately vacate the Premises, then (a) the Rent due hereunder for any remaining holdover period will be equal one hundred fifty percent (150%) of the monthly Rent in effect for the last full month of the Term, computed on a daily basis for each day of the holdover, and (b) **TENANT (TO THE EXTENT PERMITTED BY APPLICABLE LAWS) HEREBY AGREES TO WAIVE AND RELEASE THE LANDLORD-RELATED PARTIES FROM, BE LIABLE FOR, AND INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS THE LANDLORD-RELATED PARTIES FROM AND AGAINST, ANY AND ALL ACTIONS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, CLAIMS, DEMANDS, DAMAGES, PENALTIES, FINES, DEFICIENCIES, LOSSES, JUDGMENTS, SUITS, CAUSES OF ACTION, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES) DUE TO SUCH HOLDING OVER BY TENANT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS MADE BY ANY SUCCEEDING TENANT AND ANY CONSEQUENTIAL DAMAGES THAT LANDLORD SUFFERS DUE THERETO) (WHICH WAIVER, RELEASE, LIABILITY AND INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE).** Acceptance by Landlord of any Rent after any such expiration or termination of this Lease shall not constitute a renewal of this Lease or a consent to such holdover or waive Landlord's right of re-entry or any other right of Landlord pursuant to this Lease, at law or in equity.

**15. NOTICES, ETC.** All notices and other communications hereunder must be in writing and will be deemed to have been given when mailed by first class registered or certified mail, postage prepaid, return receipt requested, or when delivered personally by a nationally recognized overnight courier service (such as Federal Express) who must provide a receipt evidencing such delivery, and in either such case only when addressed and delivered to such party at the following address therefor (or at such other address therefor as such party notifies the other in writing):

Landlord: East Fork Partners, Ltd.  
P.O. Box 310  
Frisco, Texas 75034  
Attn: Scott Norris

Tenant: City of Weston  
P.O. Box 248  
Weston, Texas 75097  
Attn: Mayor

With a copy to: Winstead PC  
500 Winstead Building  
2728 N. Harwood Street  
Dallas, Texas 75201  
Attn: Art Anderson

With a copy to: TOASE, LLP  
6000 Western Place,  
Ste 200  
Fort Worth, Texas 76107  
Attn: Bryn Meredith

**16. LIMITATION OF LANDLORD'S LIABILITY.** As used in this Lease, the term "Landlord" means the entity herein named as such, together with such entity's successors and assigns. No person holding Landlord's interest under this Lease (whether or not such person is named as the "Landlord") shall have any liability hereunder after such person ceases to hold such interest, except for any liability accruing hereunder while such person held such interest. No principal, officer, director, shareholder, employee, agent, representative or partner (general or limited) of Landlord will have any personal liability under any provision of this Lease. Notwithstanding anything to the contrary, Tenant agrees, on its behalf and on behalf of its successors and assigns, that any liability or obligation of Landlord under this Lease shall only be enforced against Landlord's equity interest in the Premises, and Tenant shall not seek personal judgment or levy against or upon any other assets, interests or rights of the Landlord or against any assets, interests or rights of any current or future member, partner or other constituent party of Landlord, or of any of their respective members, partners (general or limited), shareholders, directors, officers or other principals or employees, agents or representatives, for any amounts due or which may become due under or by reason of this Lease or for the satisfaction of any of the obligations of Landlord under this Lease. Tenant hereby waives any lien rights of Tenant, strictly in its capacity as Tenant, with respect to the Premises (including, without limitation, pursuant to Section 91.004 of the Texas Property Code).



17. **CITY AGREEMENTS.** Tenant hereby agrees as to the following (which agreements shall survive the expiration or termination of this Lease):

17.1 **Zoning.** Upon the expiration or termination of this Lease, Tenant will recognize the underlying zoning of the Premises.

17.2 **Facility.** Upon the expiration or termination of this Lease, title to the Facility shall vest in Landlord as otherwise set forth in this Lease (unless otherwise designated by Landlord as contemplated hereby). Following the expiration or termination of this Lease, Landlord shall have the right (but not the obligation) to operate the Facility. Notwithstanding the foregoing, in the event the Term of the Lease continues for 26 years, Landlord agrees to convey title to those portions of the Land containing the Facility to Tenant in consideration for no more than ten dollars (\$10.00) and in further consideration for the wastewater utility services provided by Tenant to the areas governed by CCN No. 20999, as it may be modified.

17.3 **Rights to Premises.** Tenant acknowledges and agrees that neither its reimbursement or payment of any taxes or assessments (including, without limitation, Taxes) with respect to the Premises or any property related thereto (including, without limitation, the Facility), nor Tenant's operations thereon, nor any other right or obligation with respect to this Lease, the Premises or any matters contemplated hereby, give Tenant any right or claim with respect to the Premises other than as the "tenant" under this Lease and subject to the terms and conditions hereof. Without limitation to the foregoing, in no event will Tenant claim that Tenant's reimbursement or payment of any Taxes causes Tenant to have any right or title in or to the Premises.

17.4 **Condemnation.** In the event Tenant, or any governmental or quasi-governmental entities related thereto or having jurisdiction with respect to such Taking, attempts any Taking with respect to the Premises, the value of the Premises shall be the market value therefor pursuant to entitlements therefor for single family use, and not the then-current surface use thereof.

17.5 **OBLIGATIONS AND BENEFITS UNDER AGREEMENT.** In addition to obligations under this Lease, Tenant shall also be subject to certain obligations and derive certain benefits under the Agreement, including without limitation (and subject in some cases to Section 3 of the Agreement), the notice requirements under Section 5 thereof (related to construction of the Facility), the operator provisions of Section 6 thereof, the construction requirements of Section 7 thereof, the regional wastewater connection provisions of Section 8 thereof, the Facility operation provisions of Section 10 thereof, and the amendment application notice requirement in Section 11(c) thereof.

18. **MISCELLANEOUS.**

18.1 **Miscellaneous.** If any provision of this Lease is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the other terms of this Lease will in no way be affected thereby. This Lease will be binding upon and inure to the benefit of each of the parties hereto and the respective heirs, legal representatives, successors and permitted assigns. Words of any gender used in this Lease will include any other gender, and words in the singular number will include the plural, unless the context otherwise requires. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease will survive the expiration or earlier termination of the term hereof, including without limitation all payment obligations with respect to taxes and insurance and all obligations concerning the condition of the Premises. The headings and captions contained in this Lease are for purposes of reference only and do not limit or define the meaning hereof. This Lease may be executed in any number of counterparts, each of which is an original, but all of which constitute one instrument. This Lease will be construed in accordance with the laws of the state in which the Premises are located, without regard to its conflicts of law principles. Landlord and Tenant have negotiated this Lease, have had an opportunity to be advised with respect to the provisions contained herein and have had the right to approve each and every provision hereof. Therefore, this Lease will not be construed against either Landlord or Tenant as a result of the preparation of this Lease by or on behalf of either such party. Neither this Lease nor any memorandum hereof may be recorded or filed for record in any public records without the express written consent of Landlord. The submission of an unsigned copy of this Lease to Tenant for Tenant's consideration does not constitute an offer to lease the Premises or an option to or for the Premises, and this Lease shall become effective and binding only upon the execution and delivery of this Lease by both Landlord and Tenant. If Landlord or Tenant



employs an attorney to assert or defend any action arising out of the breach of any term, covenant or provision of this Lease, or to bring legal action for the unlawful detainer of the Premises, the prevailing party in such action will be entitled to recover from the non-prevailing party therein all attorneys' fees and costs of suit incurred by such prevailing party in connection therewith.

**18.2 Authority.** Tenant and the person executing this Lease on behalf of Tenant each hereby represent and warrant that Tenant is a duly authorized and existing entity, that Tenant is qualified to do business in the state in which the Premises are located, that Tenant has full right, power and authority to enter into this Lease, that this Lease will be binding and effective upon Tenant, and that each person signing on behalf of Tenant is authorized to do so. Upon request of Landlord, Tenant will deliver to Landlord satisfactory evidence of the authority of the signatory hereto to execute this Lease on behalf of Tenant

**18.3 Relationship between Landlord and Tenant.** Nothing in this Lease will be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereto or otherwise, it being understood and agreed that no provision contained herein, nor any acts on the parties hereto, will be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

**18.4 WAIVER OF DTPA.** As to any claims or causes of action arising or alleged to have arisen out of this Lease or the subject matter hereof, to the fullest extent allowed by law, Tenant hereby expressly waives all of its rights and remedies, if any, under the Texas Deceptive Trade Practices – Consumer Protection Act, Section 17.41 et. seq., Texas Business and Commerce Code, as same may be amended from time to time, which is a law that gives consumers special rights and protections. After consultation with an attorney of Tenant's own selection, Tenant voluntarily consents to this waiver and acknowledges that it is not in a significantly disparate bargaining position and that it has knowledge and experience in financial business matters that enables it to evaluate the merits and risks of the transaction contemplated by this Lease.

**18.5 WAIVER OF TRIAL BY JURY; COUNTERCLAIM.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER ON ANY MATTERS IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY APPLICABLE LAW, RULE, STATUTE, ORDER, CODE OR ORDINANCE. If Landlord commences any summary proceeding against Tenant, Tenant shall not interpose any counterclaim of any nature or description in any such proceeding (unless failure to impose such counterclaim would preclude Tenant from asserting in a separate action the claim which is the subject of the counterclaim), and will not seek to consolidate any such proceeding with any other action which may have been or will be brought in any other court by Tenant.

**18.6 ENTIRE AGREEMENT.** THIS LEASE, TOGETHER WITH ALL EXHIBITS ATTACHED HERETO, EMBODIES THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATIVE TO THE SUBJECT MATTER HEREOF, AND THERE ARE NO ORAL OR WRITTEN AGREEMENTS BETWEEN THE PARTIES, NOR ANY REPRESENTATIONS MADE BY EITHER PARTY, RELATIVE TO THE SUBJECT MATTER HEREOF WHICH ARE NOT EXPRESSLY SET FORTH HEREIN. THIS LEASE MAY BE AMENDED ONLY BY A WRITTEN INSTRUMENT EXECUTED BY THE PARTY OR PARTIES TO BE BOUND THEREBY.

**18.7 APPROPRIATIONS.** Notwithstanding any language in the Lease to the contrary, the Tenant, by entering into this Lease, acknowledges its current intention to make all payments due during its current fiscal year on the dates such payments are then due, but does not commit to a legal or other obligation to make such payments beyond the revenue and income provided during its then current fiscal year. In the event the Tenant's governing body fails to include in its proposed budget or related documents for the ensuing fiscal year, or fails to appropriate sufficient funds to fully fund all of Tenant's obligations to make payments hereunder for any future Fiscal Year, then the Tenant will immediately notify the Landlord thereof and this Lease (and, accordingly, the Tenant's right to possession of the Premises, and all its interest in the Premises) will terminate upon the commencement of the fiscal year for which such failure to appropriate occurs.



**18.8 LIMITATION ON TERMINATION OF LEASE.** Notwithstanding anything to the contrary contained in this Lease, no termination of this Lease for any reason shall be effective, and Tenant may not be dispossessed of the Premises, if Tenant owes a then present legal duty to the public to provide wastewater utility services by virtue of either CCN No. 20999 or the TCEQ Permit; however, in such event, Landlord and Tenant will proceed under Section 3.2 hereof, or as is otherwise reasonably required, to transfer or otherwise dismiss such duty.

**18.9 DA CONTROLS IN THE EVENT OF CONFLICT.** Landlord and Tenant are signatory parties to the DA and do not desire to amend the DA by virtue of the covenants and commitments contained in this Lease. Therefore, to the extent of a conflict between the respective rights and obligations of Landlord and Tenant as described in this Lease and the respective rights and obligations of Landlord and Tenant as described in the DA, the DA shall control.

### NOTICE OF INDEMNIFICATION

**THE PARTIES TO THIS LEASE HEREBY ACKNOWLEDGE AND AGREE THAT THIS LEASE CONTAINS CERTAIN INDEMNIFICATION PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE CONTAINED IN SECTIONS 9 and 14.2 HEREOF ATTACHED HERETO.**

**IN WITNESS WHEREOF,** Landlord and Tenant have hereto executed this Lease effective as of the day and year first above written.

**LANDLORD:**

EAST FORK PARTNERS, LTD.,  
a Texas limited partnership

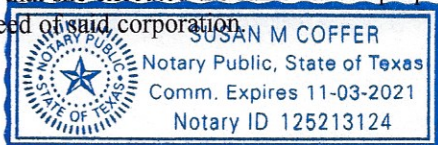
By: [Signature]  
Name: SCOTT NORRIS  
Title: MANAGER  
For JON BAYLESS  
EAST FORK PARTNERS

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on October 31, 2019, by PATTI HARRINGTON, as MAYOR of the City of Weston, a Texas municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, who acknowledged to me that she executed the same for the purposes and consideration and in the capacity therein expressed as the act and deed of said corporation.

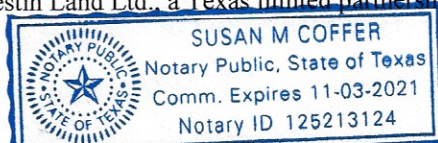


STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on October 31, 2019, by SCOTT NORRIS, as MANAGER of Land Advisors Management, L.L.C., a Texas limited liability company, as General Partner of Land Advisors, Ltd., a Texas limited partnership, as General Partner of Westin Land Ltd., a Texas limited partnership, on behalf of said partnership.



**TENANT:**

THE CITY OF WESTON, TEXAS,  
a municipal corporation

By: [Signature]  
Name: PATTI HARRINGTON  
Title: MAYOR

[Signature]  
Notary Public, State of Texas

[Signature]  
Notary Public, State of Texas



EXHIBIT "A"

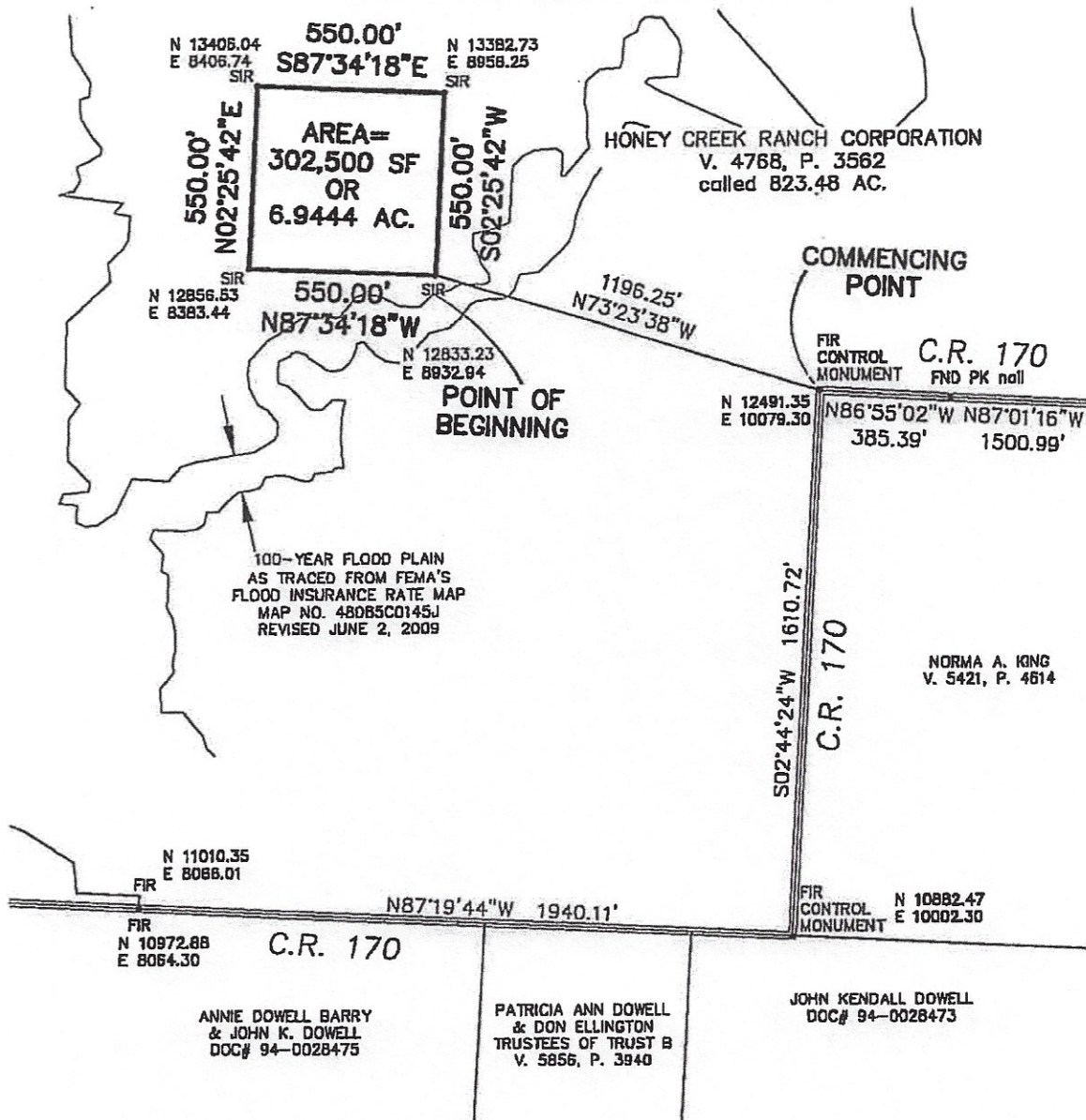
Legal Description of Land

[To be inserted prior to execution. To be 6.9 acres.]



# EXHIBIT A

## BOUNDARY SURVEY 6.9444 ACRES TRACT GRIZZELL KENNEDY SURVEY, ABSTRACT NO. 498 COLLIN COUNTY, TEXAS



Page 1 of 2



**LEGEND**  
FIR = FOUND IRON ROD  
SIR = SET IRON ROD WITH  
C&P CAP

**BASIS OF BEARING:**  
DEED TO  
HONEY CREEK RANCH CORP.  
V. 4768, P. 3562



**C&P**  
ENGINEERING, LTD.  
1801 GATEWAY BLVD.  
SUITE 101  
RICHARDSON, TEXAS  
972.644.2800  
Fax 972.644.2817  
www.c-pengineering.com

- Engineering
- Planning
- Surveying

1801 GATEWAY BLVD, SUITE 101  
RICHARDSON, TEXAS 75080 (972)644-2800

Scale: 1" = 500'

Date: 06/02/09

Job No.: 09028

Dwg. File: Bndy-7ac



**BOUNDARY DESCRIPTION  
6.9444 ACRES TRACT  
GRIZZELL KENNEDY SURVEY, ABSTRACT NO. 498  
COLLIN COUNTY, TEXAS**

A tract or parcel of land situated in the Grizzell Kennedy Survey, Abstract No. 498, in Collin County, Texas, being part of the called 823.48 acres tract described in the deed to Honey Creek Ranch Corporation recorded in Volume 4768 Page 3562 in the Collin County Deed Records (CCDR), and being more particularly described as follows:

COMMENCING at a found 1/2 inch iron rod near the projected centerline of County Road 170, being on the south side of said 823.48 acres tract, being also at the northwest corner of the called 58.24 acres tract described in the deed to Norma A King recorded in Volume 5421 Page 4614 in the CCDR;

THENCE North 73°23'38" West, 1196.25 feet to a set 1/2 inch iron rod with C&P cap for the POINT OF BEGINNING;

THENCE North 87°34'18" West, 550.00 feet to a set 1/2 inch iron rod with C&P cap;

THENCE North 02°25'42" East, 550.00 feet to a set 1/2 inch iron rod with C&P cap;

THENCE South 87°34'18" East, 550.00 feet to a set 1/2 inch iron rod with C&P cap;

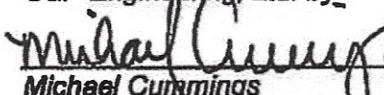
THENCE South 02°25'42" West, 550.00 feet to the POINT OF BEGINNING and  
CONTAINING 302,500.00 square feet or 6.9444 acres of land, more or less.

**SURVEYOR CERTIFICATE**

*I hereby certify that this survey was made on the ground, that this plat correctly represents the facts at the time of survey, subject to any and all easements, reservations and restrictions that may or may not be of record, that this professional service substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey. There are no encroachments, conflicts or protrusions, except as shown.*

*According the Federal Emergency Management Agency's Flood Insurance Rate Map titled "Collin County, Texas and Incorporated Areas", Map Number 48085C00145J, dated June 2, 2009, the subject property is within a Zone "X" which is defined on that map as "Areas determined to be outside the 0.2% annual chance floodplain".*

C&P Engineering, Ltd. by\_

  
Michael Cummings date 6/2/2009  
Registered Professional Land Surveyor  
Texas Registration No. 3169





**BOUNDARY DESCRIPTION  
EDNA AKERS TRACT  
GRIZZELL KENNEDY SURVEY, ABSTRACT NO. 498  
COLLIN COUNTY, TEXAS**

A tract or parcel of land situated in the Grizzell Kennedy Survey, Abstract No. 498, in Collin County, Texas, being part of the called 823.48 acres tract described in the deed to Honey Creek Ranch Corporation recorded in Volume 4708 Page 3562 in the Collin County Deed Records (CCDR), and being more particularly described as follows:

COMMENCING at a found 1/2 inch iron rod near the projected centerline of County Road 170, being on the south side of said 823.48 acres tract, being also at the northwest corner of the called 28.24 acres tract described in the deed to Norma A King recorded in Volume 3421 Page 4614 in the CCDR;

THENCE North 73°23'38" West, 1196.25 feet to a set 1/2 inch iron rod with C&P cap for the POINT OF BEGINNING;

THENCE North 87°34'18" West, 250.00 feet to a set 1/2 inch iron rod with C&P cap;

THENCE North 02°23'42" East, 250.00 feet to a set 1/2 inch iron rod with C&P cap;

THENCE South 87°34'18" East, 250.00 feet to a set 1/2 inch iron rod with C&P cap;

THENCE South 02°23'42" West, 250.00 feet to the POINT OF BEGINNING and CONTAINING 302,200.00 square feet or 6.9444 acres of land, more or less.

**SURVEYOR CERTIFICATE**

I hereby certify that this survey was made on the ground, that this plat correctly represents the facts at the time of survey, subject to any and all easements, reservations and restrictions that may or may not be of record, that this professional service substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Condition II Survey. There are no encroachments, conflicts or provisions, except as shown.

According to the Federal Emergency Management Agency's Flood Insurance Rate Map titled "Collin County, Texas and Incorporated Areas", Map Number 4808051451, dated June 2, 2008, the subject property is within a "Zone X" which is defined on that map as "Areas determined to be outside the 0.2% annual chance floodplain."

C&P Engineering, Ltd. by



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
11/14/2019 02:33:03 PM  
\$82.00 DFOSTER  
20191114001452320



*Stacey Kemp*