

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.

DRAINAGE EASEMENT

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §

THAT KENT-ANDERSON PROPERTIES, LLC (the “Grantor”) for and in consideration of the sum of TEN DOLLARS (\$10.00), to the undersigned in hand paid by the City of Lewisville, Texas of the County of Denton, State of Texas, a municipal corporation (the “Grantee”), the receipt of which is hereby acknowledged and confessed, and the further benefits to be derived by remaining property as a result of projected public improvements, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto Grantee a non-exclusive easement for drainage purposes (“Drainage Easement”), together with the customary uses attendant thereto, including construction, operation, maintenance, repair or enlargement (provided that such enlargement does not exceed the Easement Area granted under this Drainage Easement) of drainage improvements (the “Improvements”), over, under, through, across and along all that certain lot, tract, or parcel of land situated in the County of Denton, State of Texas, and described as of follows, to-wit (the “Easement Area”):

That certain 1.686-acre total area described and shown in Exhibit "A", attached hereto and made a part hereof for all purposes.

The Grantee is purchasing this Drainage Easement for the purpose of erecting thereon the Improvements, and it reserves the right to make the Improvements on such grade and according to such plans and specifications, as will, in its opinion, best serve the public purpose, provided that Grantee shall ensure that construction of the Improvements shall not cause stormwater runoff onto Grantor's property outside of the Easement Area, or in any way materially impact or impede the use of Grantor's property, and Grantee shall provide Grantor with a copy of all approved pre-construction and as-built plans for the construction of the Improvements. The payment of the purchase price for the Drainage Easement herein conveyed shall be considered full compensation for same, and for any diminution in value that may result to remaining property by virtue of project proximity thereto, grade, alignment, or the alteration of drainage patterns and facilities (subject to the terms herein) due to construction of the Improvements.

Grantee shall have the right of ingress and egress over and across the Easement Area for the purpose of the construction, operation, inspection, maintenance, repair, or replacement of the Improvements. Grantee shall have the right to remove and keep removed from the Easement Area

any and all improvements, structures, fences, trees, shrubs, growths or other obstructions which may unreasonably endanger or interfere with Grantee's use of the Drainage Easement.

Notwithstanding any provision herein, the Grantee, in its use of the Drainage Easement and Improvements for the purposes described herein shall not (i) disrupt Grantor's business activities on Grantor's property, (ii) prevent access to it at any time except as provided herein, or (iii) interfere with any water, septic, gas, or other utility lines or facilities on Grantor's property, provided that, if any temporary interruption of utilities or access is contemplated after initial construction of the Improvements, then Grantee shall provide Grantor no less than ten (10) days written notice of such reasonably necessary interruption, and Grantee shall only proceed if Grantor provides written consent to the interruption, which consent shall not be unreasonably delayed, withheld or conditioned, except that the preceding notice and consent requirement shall not apply to emergencies. If the Grantor does not provide written consent within the initial ten (10) day notice period, the Grantor shall provide such consent, within an additional five (5) days or at such later time as the parties reasonably agree, provided the work can reasonably be delayed and does not constitute an emergency. In the case of emergencies, Grantee shall provide Grantor with immediate notice, and Grantor's consent shall not be required provided that Grantee acts diligently and promptly in resolving the emergency issue, such that interruption of utilities or access is as brief as reasonably possible. Grantee represents and warrants that at any time there may be interruption of access to Grantor's property due to any work on the Improvements in the Easement Area consented to by Grantor, Grantee shall ensure that in no event will access to Grantor's property be entirely restricted.

The right is hereby reserved to Grantor, its successors and assigns, to use the Easement Area to landscape and build and construct driveway crossings and other associated improvements, and for any other purposes that do not damage, destroy, injure, and/or unreasonably interfere with Grantee's use of the Drainage Easement, over or across the Drainage Easement, provided, however, that in no event shall a wall, structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on the Easement Area, and that any plans by the Grantor to build or construct improvements (excluding landscaping) in the Easement Area must be reviewed and accepted in writing by the Grantee at the discretion of Grantee, provided that such review and acceptance, as determined by Grantee, shall be completed within sixty (60) days and shall not be unreasonably withheld.

Grantee shall at all times, after doing any work within the Easement Area in connection with this Drainage Easement, restore the surface of the Easement Area as close to the condition in which it was found before such work was undertaken.

If, at any time, Grantee should abandon all of the rights and permitted uses granted herein, as such abandonment may be determined by state or local law, if applicable, this Drainage Easement shall terminate and revert to Grantor, Grantor's heirs, legal representatives, and assigns.

TO THE EXTENT PERMITTED BY LAW, GRANTEE SHALL DEFEND WITH COUNSEL OF GRANTEE'S CHOICE, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS AND RELATED OR AFFILIATED ENTITIES (THE "INDEMNIFIED PARTIES"), FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES), EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR

DAMAGES ASSERTED BY PERSONS OR ENTITIES UNAFFILIATED WITH THE INDEMNIFIED PARTIES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS TO THE EXTENT CAUSED BY (I) ANY ACT OR OMISSION OF GRANTEE OR ITS AGENTS, (II) ANY ALLEGED OR ACTUAL VIOLATION OR FAILURE TO COMPLY WITH ANY LEGAL REQUIREMENT BY GRANTEE OR ITS AGENTS, (III) ANY BREACH, VIOLATION, MISREPRESENTATION, OR NON-PERFORMANCE OF ANY OBLIGATION OF GRANTEE UNDER THIS AGREEMENT, OR (IV) GRANTEE'S NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR STRICT LIABILITY. This indemnification shall survive the termination of this Drainage Easement but only to the extent of applicable statutes of limitation.

This Drainage Easement is expressly granted subject to any and all existing easements, restrictive covenants, instruments, leases, or other encumbrances affecting the Easement Area, or Grantor's property, and Grantee acknowledges that it has completed its own title research to determine the feasibility of its use of the Drainage Easement in accordance with such existing encumbrances.

Should one or more of the Grantor(s) herein be natural persons and not joined by the respective spouse, it is conclusively presumed that the land herein conveyed is not the residence or business homestead of such Grantor(s) and that the undersigned has the full authority to sign individually. Should one or more of the Grantor(s) herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such party has been duly and legally authorized to so sign. **Prior to this Drainage Easement being submitted to the Grantee, Grantor shall obtain consent from all lienholders/mortgagees of interests affecting the Easement Area. The lienholder/mortgagee shall provide their consent and subordination in writing below. If the lienholder signature block is left blank and no partial release is provided, the Grantor represents that, to the best of their knowledge, there are no lienholders or mortgagees on the property. Grantor also acknowledges that the Grantee has relied upon such representation.**

TO HAVE AND TO HOLD the same, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, its successors and assigns forever, and Grantor(s) is (are) hereby bound, together with all heirs, executors, administrators, lienholders, mortgagees, or successors, to Warrant and Forever Defend, all and singular the said Drainage Easement unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

(signatures and exhibits on following pages)

EXECUTED this _____ day of _____, 20____.

GRANTOR:

Kent-Anderson Properties, LLC

By: Jeffrey Allen VanderLaan Trust dated
August 23, 2005, as amended, its member

By: _____
Name: Jeffrey A. VanderLaan
Title: Trustee

GRANTOR ACKNOWLEDGMENT

STATE OF MICHIGAN §
COUNTY OF KENT §

This instrument was acknowledged before me on the _____ day of _____, 20____, by Jeffrey A. VanderLaan, Trustee of the Jeffrey Allen VanderLaan Trust dated August 23, 2005, as member of Kent-Anderson Properties, LLC, on behalf of Kent-Anderson Properties, LLC, a Texas limited liability company.

Notary Public
State of Michigan

My Commission Expires:

CONSENT AND SUBORDINATION OF LIENHOLDER

The undersigned _____, being the owner and holder of an existing deed of trust lien or other lien upon and against the property described above does hereby consent to the grant of said Drainage Easement, without modification or amendment, and to the recording of same.

As part of this consent, the holder of the existing deed of trust lien or other lien upon and against the property described above subordinates its deed of trust lien or other lien upon the property described above to the rights and interests of the Drainage Easement, such that a foreclosure of the lien(s) shall not extinguish the rights and interests of the Drainage Easement.

Executed this _____ day of _____, 20__.

LIENHOLDER: _____

By: _____

Its: _____

LIENHOLDER ACKNOWLEDGMENT

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ of _____ a _____ corporation on behalf of said corporation.

Notary Public
State of _____

My Commission Expires:

Exhibit A
Easement Area

EXHIBIT "A"

BEING a tract of land situated in the A.G. King Survey, Abstract Number 698, City of Lewisville, Denton County, Texas, the subject tract being a portion of Lot 5C, Block A, Elm Fork Industrial Park, an addition to the City of Lewisville, Denton County Texas, according to the plat recorded in Cabinet V, Page 499, Plat Records, Denton County Texas (PRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for the northwest corner of said Lot 5C;

THENCE N 88°05'08" E, 15.01 feet, with the north line of said Lot 5C, to a point for corner;

THENCE over and across said Lot 5C, the following:

- S 00°24'54" E, 316.60 feet, to a point for corner, from which a 1/2" iron rod found for a common north corner between Lot 5A, Block A, of said Elm Fork Industrial Park and said Lot 5C, bears N 14°26'57" E, 194.90 feet,
- S 58°59'12" W, 6.01 feet, to a point for corner,
- S 08°06'33" W, 24.04 feet, to a point for corner,
- S 31°14'55" E, 17.05 feet, to a point for corner,
- S 00°24'54" E, 331.03 feet, to a point for corner,
- N 89°35'06" E, 25.00 feet, to a point for corner, and
- S 00°24'54" E, 60.00 feet, to a point for corner in the south line of said Lot 5C;

THENCE S 67°59'38" W, 43.02 feet, with said south line to a point for the southwest corner of said Lot 5C and the southeast corner of Lot 2A, Block A, Elm Fork Industrial Park, according to the plat recorded in Cabinet U, Page 536, PRDCT;

THENCE N 00°24'54" W, 764.53 feet, with the west line of said Lot 5C and the east line of said Elm Fork Industrial Park, to the POINT OF BEGINNING, with the subject tract containing 12,813 square feet or 0.294 acres of land.



Drawn:	Checked:	Date	Job No.
SCH	SFA	4/22/25	22-272

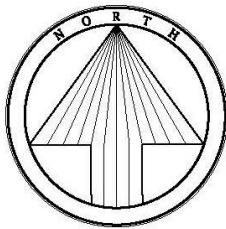
DRAINAGE EASEMENT

A.G. KING SURVEY, ABSTRACT NO. 698

CITY OF LEWISVILLE, TEXAS

DENTON COUNTY, TEXAS

PAGE 1 OF 3



30 0 30 60
1" = 60'

Basis of bearing:
State Plane Coordinate
System, North Texas
Central Zone 4202, North
American Datum of 1983.
Adjustment Realization
2011.

Line Table		
Line #	Bearing	Distance
L1	N 88°05'08" E	15.01'
L2	S 00°24'54" E	316.60'
L3	S 58°59'12" W	6.01'
L4	S 08°06'33" W	24.04'
L5	S 31°14'55" E	17.05'
L6	S 00°24'54" E	331.03'
L7	N 89°35'06" E	25.00'
L8	S 00°24'54" E	60.00'
L9	S 67°59'38" W	43.02'
L10	N 00°24'54" W	764.53'

Lot 2B, Block A
Elm Fork Industrial
Park
Cab. U, Pg. 536,
PRDCT

Drainage
Easement
0.294 Ac.
(12,813 S.F.)

Lot 2A, Block A
Elm Fork Industrial Park
Cab. U, Pg. 536, PRDCT

Lot 5A, Block A
Elm Fork
Industrial Park
Cab. V, Pg. 499
PRDCT

Lot 5C, Block A
Elm Fork Industrial Park
Cab. V, Pg. 499 PRDCT

A. G. KING SURVEY
ABSTRACT NO. 698

MATCHLINE Sht. 2

MATCHLINE Sht. 3

SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

DRAINAGE EASEMENT

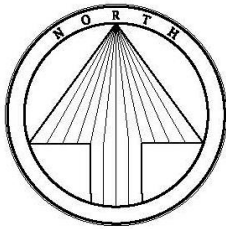
A. G. KING SURVEY, ABSTRACT NO. 698

CITY OF LEWISVILLE, TEXAS

DENTON COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.
SCH	SFA	4/22/25	22-272

PAGE 2 OF 3



30 0 30 60
1" = 60'

Basis of bearing:
State Plane Coordinate
System, North Texas
Central Zone 4202, North
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Adjustment Realization
2011.

MATCHLINE Sht. 2

MATCHLINE Sht. 3

Lot 2A, Block A
Elm Fork Industrial
Park
Cab. U, Pg. 536,
PRDCT

Lot 5C, Block A
Elm Fork Industrial Park
Cab. V, Pg. 499 PRDCT

A.G. KING SURVEY
ABSTRACT NO. 698

Drainage
Easement
0.294 Ac.
(12,813 S.F.)

Saddlebrooke
Investments LTD
DOC. NO. 2016-77815

PAGE 3 OF 3

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DRAINAGE EASEMENT
A.G. KING SURVEY, ABSTRACT NO. 698
CITY OF LEWISVILLE, TEXAS
DENTON COUNTY, TEXAS



SCOTT F. AMMONS, R.P.L.S. 6550

EXHIBIT "A"

BEING a tract of land situated in the A.G. King Survey, Abstract Number 698, City of Lewisville, Denton County, Texas, the subject tract being a portion of Lots 5A, 5B, and 5C, Block A, Elm Fork Industrial Park, an addition to the City of Lewisville, Denton County Texas, according to the plat recorded in Cabinet V, Page 499, Plat Records, Denton County Texas (PRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a point in the common line between said Elm Fork Industrial Park and College Street, a variable width right-of-way, from which a 1/2 inch iron rod found for the northwest corner of said Lot 5C, bears S 88°05'08" W, 15.01 feet;

THENCE with said common line the following:

- N 88°05'08" E, 50.01 feet, to a 1/2 inch capped iron rod found for the northeast corner of said Lot 5C;
- N 88°05'16" E, 90.46 feet, to a point for corner, and
- N 89°37'44" E, 205.82 feet, to the northern most corner of the cutback intersection between said College Street and Valley Ridge Boulevard, a variable width public right-of-way;

THENCE with the common line between said Elm Fork Industrial Park and said Valley Ridge Boulevard, the following:

- S 60°29'58" E, 31.21 feet, to a point for corner,
- S 30°52'07" E, 33.37 feet, to a point for corner,
- Along a non-tangent curve to the right having a central angle of 12°30'52", a radius of 238.00 feet, a chord of S 24°36'22" E - 51.88 feet, an arc length of 51.98 feet, to a point for corner,
- Along a non-tangent curve to the left having a central angle of 13°32'23", a radius of 262.00 feet, a chord of S 25°07'06" E - 61.77 feet, an arc length of 61.91 feet, to a point for corner,
- Along a non-tangent curve to the left having a central angle of 06°31'35", a radius of 1012.00 feet, a chord of S 35°09'05" E - 115.21 feet, an arc length of 115.27 feet, to a point for corner,
- S 39°06'53" E, 24.72 feet, to a point for corner,
- S 84°48'52" E, 17.07 feet, to a point for corner,
- Along a non-tangent curve to the left having a central angle of 05°58'19", a radius of 1000.00 feet, a chord of S 43°29'31" E - 104.18 feet, an arc length of 104.23 feet, to a point for corner, and
- Along a non-tangent curve to the right having a central angle of 11°27'25", a radius of 900.00 feet, a chord of S 40°45'49" E - 179.67 feet, an arc length of 179.97 feet,
- to a point for the southeast corner of said Elm Fork Industrial Park;

THENCE S 67°59'38" W, 82.33 feet, with the south line of said Elm Fork Industrial Park, to a point for corner;

THENCE over and across said Elm Fork Industrial Park the following:

- Along a non-tangent curve to the left having a central angle of 10°09'36", a radius of 820.00 feet, a chord of N 41°24'49" W - 145.22, an arc length of 145.41 feet, to a point for corner,
- Along a non-tangent curve to the right having a central angle of 15°36'06", a radius of 1080.08 feet, a chord of N 38°40'40" W - 293.20 feet, an arc length of 294.11 feet, to a point for corner,
- N 30°51'48" W, 140.58 feet, to a point for corner, from which a 1/2 inch capped iron rod found for a common corner between said Lots 5A and 5C bears S 70°32'17" W 262.57 feet,
- S 88°05'08" W, 313.33 feet, to a point for corner, and
- N 00°24'54" W, 50.02 feet, to the POINT OF BEGINNING and containing 60,657 square feet or 1.392 acres of land.



Drawn:	Checked:	Date	Job No.
KEF	SFA	4/22/25	22-272

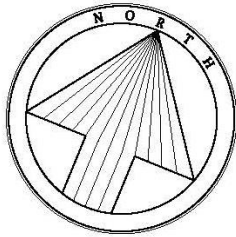
DRAINAGE EASEMENT

A.G. KING SURVEY, ABSTRACT NO. 698

CITY OF LEWISVILLE, TEXAS

DENTON COUNTY, TEXAS

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30 0 30 60
1" = 60'

Basis of bearing:
State Plane Coordinate
System, North Texas
Central Zone 4202, North
American Datum of 1983.
Adjustment Realization
2011.

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Dist.
C1	51.88'	238.00'	12°30'52"	S 24°36'22" E	51.88'
C2	61.91'	262.00'	13°32'23"	S 25°07'06" E	61.77'
C3	115.27'	1012.00'	6°31'35"	S 35°09'05" E	115.21'
C4	104.23'	1000.00'	5°58'19"	S 43°28'31" E	104.18'
C5	179.97'	900.00'	11°27'25"	S 40°45'49" E	179.67'
C6	145.41'	820.00'	10°09'36"	N 41°24'49" W	145.22'
C7	294.11'	1080.08'	15°36'06"	N 38°40'40" W	293.20'

Line Table		
Line #	Bearing	Distance
L1	N 88°05'08" E	50.01'
L2	N 88°05'16" E	90.46'
L3	N 89°37'44" E	205.82'
L4	S 60°29'58" E	31.21'
L5	S 30°52'07" E	33.37'
L6	S 39°06'53" E	24.72'
L7	S 84°48'52" E	17.07'
L8	S 67°59'38" W	82.33'
L9	N 30°51'48" W	140.58'
L10	S 88°05'08" W	298.33'
L11	N 00°24'54" W	50.02'

Lot 2A, Block A
Stockard Addition
Cab. O, Pg. 398 PRDCT
Zoning: Heavy Industrial

POINT OF
BEGINNING

College Street
Variable Width Public Right-of-Way

Lot 5C, Block A
Elm Fork Industrial Park
Cab. V, Pg. 499, PRDCT

Valley Ridge Boulevard
Variable Width Public Right-of-Way

Lot 5A, Block A
Elm Fork Industrial Park
Cab. V, Pg. 499, PRDCT

**Drainage
Easement**
1.392 Ac.
(60,657 S.F.)

A.G. KING SURVEY
ABSTRACT NO. 698

MATCHLINE Sht. 2
MATCHLINE Sht. 3



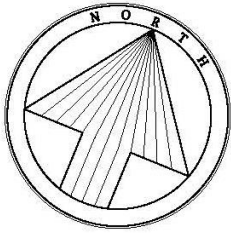
DRAINAGE EASEMENT

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CITY OF LEWISVILLE, TEXAS

DENTON COUNTY, TEXAS

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30 0 30 60
1" = 60'

Basis of bearing:
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2011.

Lot 5A, Block A
Elm Fork
Industrial Park
Cob. V, Pg. 499,
PRDCT

Lot 5B, Block A
Elm Fork
Industrial Park
Cob. V, Pg. 499,
PRDCT

Drainage
Easement
1.392 Ac.
(60,657 S.F.)

A. J. KING SURVEY
ABSTRACT NO. 698

Saddlebrooke
Investments LTD
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DENTON COUNTY, TEXAS



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