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May 3, 2024

Ms. Sheila Morales
Town Secretary
Town of Copper Canyon
400 Woodland Drive
Coper Canyon, TX 75077

**RE: Jernigan Estates
Development Plan**

Ms. Morales:

We have reviewed the submitted Development Plan for the referenced residential development for compliance with the Town of Copper Canyon Subdivision Ordinance. Based on this review, we have no further comments.

Please let me know if you have any questions.

Sincerely,
tnp
teague nall & perkins

Christopher Hartke, P.E.; CFM
Director of Engineering Services, Associate Principal

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.

Limited Drainage Easement Agreement

Date: Effective as of March 29, 2024

Grantors: Paul Singh

Grantee: MR Properties and Development, LLC

Grantee's Mailing Address: 545 Jemigan Rd., Copper Canyon, Texas 75077

Dominant Estate Property: The property benefited by the Easement, as hereinafter defined, containing 26.642 acres, more or less, located in Denton County, Texas, and more particularly described in the attached and incorporated Exhibit A, to which reference is made for all purposes.

Easement Property: Those 4.710 acres located in Denton County, Texas, and more particularly described and as depicted in the map in the attached and incorporated Exhibit B, to which reference is made for all purposes.

Easement Purpose: An exclusive perpetual easement for the construction, operation, maintenance, replacement, upgrade, and repair of a permanent drainage facility (the "Facility") solely for the purpose of drainage of storm water, surface water, condensation discharge, and water runoff, in a controlled manner. The Facility includes all incidental underground and aboveground attachments, equipment, and appurtenances, including, but not limited to manholes, pipelines, culverts, weirs, junction boxes inlets, flumes, headwalls, wing wells, slope pavement, gabions, rock rip-rap and other erosion control measures in, upon, under, and across the Easement Property.

Consideration: Good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Grant of Easement: Grantor, for the Consideration grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the benefit of the Dominant Estate, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. Character of Easement. The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or any portion of the Dominant Estate Property. The Easement is

nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (as applicable, the "Holder").

2. Duration of Easement. The duration of the Easement is perpetual.

3. Reservation of Rights. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes; provided, that Grantor shall not: (a) erect or maintain any buildings that may cause damage to or interfere with the Easement Purpose; or (b) develop, landscape, or beautify the Easement Property in any way that would unreasonably or materially interfere with the Easement Purpose. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement and the other users agree to bear a proportionate part of the costs of improving and maintaining the Easement.

4. Improvement and Maintenance of Easement Property. Improvement and maintenance of the Easement Property will be at the expense of Grantee, its successors, and assigns, subject to a maintenance agreement by and between the owners of the dominant and subservient estates. The Easement Property will be maintained in a neat and clean condition to ensure maintenance to the level of the original design, in accordance with a maintenance agreement. All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Facility are at Grantee's discretion but shall in all events be conducted in accordance with ordinances of the Town of Copper Canyon.

5. Equitable Rights of Enforcement. This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. Attorney's Fees. If any party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. Binding Effect. This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

8. Counterparts. This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

9. Further Assurances. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

10. **No Public Dedication.** Nothing set forth in this Agreement shall be construed or deemed to confer on the general public any rights whatsoever, including fishing or other recreational activities, with respect to the Easement and Grantor reserves the right to do all things reasonably necessary to prevent the assertion of any claim stating otherwise.

Grantor:

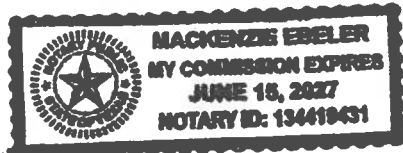


Paul Singh

State of Texas

County of Denton

This instrument was acknowledged before me on May 15, 2024, by Paul Singh.



(Personalized Seal)



Notary Public's Signature

Grantee:

MR Properties and Development, LLC

By: 

Name: Paul Singh

Title: Manager

State of Texas

County of Denton

This instrument was acknowledged before me on May 15, 2024,
by Paul Singh, manager of MR
Properties and Development, LLC on behalf of such limited liability company.



(Personalized seal)


Notary Public's Signature

After recording, return to:

Paul Singh
545 Jernigan Rd.
Copper Canyon, Texas 75077

Exhibit A
Legal Description of Dominant Estate Property

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE T & P RAILROAD SURVEY, ABSTRACT NUMBER 1304, DENTON COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND DESCRIBED IN A DEED FROM VICKIE MARRIOTT TO STUART SPARDLEY AND WIFE, CONNIE SPARDLEY AS RECORDED UNDER COUNTY CLERK'S FILE NUMBER 96-R0002878 OF REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND BEING NEAR THE CENTERLINE OF JERNIGAN ROAD AND POINT BEING THE NORTHEAST CORNER OF A 25.679 ACRE TRACT OF LAND DESCRIBED IN A DEED FROM NOLA JEWEL FOSTER TO DORIS SUE SAUER, LEWIS ALVIN FOSTER, ROBERT DALE FOSTER, JOHN DAVID FOSTER, AND THOMAS WAYNE FOSTER AS RECORDED IN VOLUME 4894, Page 4597 OF THE REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 88 DEGREES 09 MINUTES 16 SECONDS WEST WITH THE NORTH LINE THEREOF ALONG AND NEAR A FENCE AND THE SOUTH LINE OF SAID SPARDLEY TRACT A DISTANCE OF 713.70 FEET TO A 5/8" IRON ROD FOUND CORNER.

THENCE SOUTH 88 DEGREES 08 MINUTES 13 SECONDS WEST WITH THE SOUTH LINE OF SAID SPARDLEY TRACT ALONG AND NEAR A FENCE AND THE NORTH LINE OF SAID 25.879 ACRE TRACT A DISTANCE OF 734.82 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND BEING A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED FROM LAWRENCE JOSEPH JOHNSON AND WIFE, JANE JOHNSON AS RECORDED UNDER COUNTY CLERK'S FILE NUMBER 93-R0062939 OF THE REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 00 DEGREES 57 MINUTES 49 SECONDS WEST ALONG AND NEAR A FENCE WITH THE EAST LINE THEREOF AND THE WEST LINE OF SAID SPADLEY TRACT A DISTANCE OF 589.71 FEET TO A CAPPED 1/2" IRON ROD SET FOR CORNER; ...

THENCE NORTH 00 DEGREES 58 MINUTES 16 SECONDS WEST ALONG AND NEAR A FENCE WITH THE EAST LINE OF SAID 25.679 ACRE TRACT AND THE WEST LINE OF SAID SPARDLEY TRACT A DISTANCE OF 246.95 FEET TO A CAPPED 1/2" IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND BEING THE SOUTHWEST CORNER OF A 9.956 ACRE TRACT OF LAND DESCRIBED IN A DEED FROM DONALO PAUL COLBY AND WIFE, LINDA MAE COLBY TO KELLY D. DAVIS AS RECORDED IN VOLUME 2671, PAGE 45 OF THE REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 88 DEGREES 15 MINUTES 02 SECONDS EAST WITH THE SOUTH LINE THEREOF ALONG AND NEAR A FENCE AND THE NORTH LINE OF SAID SPARDLEY TRACT PASSING AT 1388.89 FEET TO A 1/2" IRON ROD FOUND AND CONTINUING ALONG SAID COURSE A TOTAL DISTANCE OF 1415.12 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND BEING THE SOUTHEAST CORNER OF SAID 9.956 ACRE TRACT AND POINT BEING IN THE CENTER OF JERNIGAN ROAD;

THENCE SOUTH 01 DEGREES 00 MINUTES 19 SECONDS EAST GENERALLY ALONG THE CENTERLINE OF SAID ROAD WITH THE EAST LINE OF SAID SPARDLEY TRACT A DISTANCE OF 810.53 FEET TO A POINT FOR CORNER.

THENCE NORTH 89 DEGREES 01 MINUTES 20 SECONDS EAST A DISTANCE OF 32.90 FEET TO A POINT FOR CORNER.

THENCE SOUTH 00 DEGREES 58 MINUTES 40 SECONDS EAST GENERALLY ALONG THE CENTERLINE OF SAID ROAD A DISTANCE OF 203.02 FEET TO THE POINT OF BEGINNING ENCLOSING 26.642 ACRES OF LAND MORE OR LESS.

