

**DECLARATION OF  
PRIVATE DRAINAGE EASEMENT**

THIS DECLARATION OF PRIVATE DRAINAGE EASEMENT (this “Easement Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by MANSFIELD ECONOMIC DEVELOPMENT CORPORATION, a Texas municipal corporation (“Declarant”).

Introductory Provisions:

A. Declarant owns a certain tract of land located in the City of Mansfield, Johnson County, Texas, and described on Exhibit A attached hereto (the “Property”).

B. Declarant desires to create a private drainage easement upon and across the Property to provide for the proper drainage and retention of storm and surface waters, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements for Mansfield Business Park 7 dated \_\_\_\_\_, 2020, and recorded in the Real Property Records of Johnson County, Texas, as Document No. \_\_\_\_\_ (the “Declaration”).

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, used and conveyed subject to the following private drainage easement and covenants, which shall run with the title to the Property:

1. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Declaration.

2. The Property is hereby made subject to a private drainage easement (the “Easement”) as more particularly depicted on Exhibit B attached hereto. The Easement shall be for the purpose of drainage of storm and surface waters to drainage facilities located within the Property and shall be subject to the terms and provisions of the Declaration.

3. After Declarant shall have constructed within the Easement a drainage channel or swale and the Storm Water Retention and Detention Facilities (the “Drainage and Detention Facilities”), such Drainage and Detention Facilities shall not be materially altered without the consent of the Association; provided, however, that consent shall not be unreasonably withheld or delayed if alteration is reasonably necessary to accomplish proper drainage of storm and surface waters.

4. Each Owner shall maintain the drainage facilities on such Owner’s Commercial Site in a state of good repair so that the drainage facilities shall function as intended. Maintenance of the Easement, Drainage and Detention Facilities, and Commercial Sites shall be subject to the terms and provisions of the Declaration.

5. This Easement Agreement shall be binding upon all parties having any right, title or interest in any portion of the Property, their heirs, successors, and assigns, and shall inure to the benefit of Declarant and each owner of any portion of the Property.

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of the date set forth above.

**DECLARANT:**

MANSFIELD ECONOMIC DEVELOPMENT  
CORPORATION,  
a Texas nonprofit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF TEXAS           §

§

COUNTY OF JOHNSON   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2020, by \_\_\_\_\_, \_\_\_\_\_ of Mansfield Economic  
Development Corporation, a Texas nonprofit corporation, on behalf of said corporation.

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

EXHIBIT A  
DESCRIPTION OF PROPERTY

STATE OF TEXAS  
COUNTY OF JOHNSON

BEING a tract of land situated in J.Q. Wheeler Survey, Abstract No. 903, Johnson County, Texas, being a portion of that tract of land as described in deed to Mansfield Economic Development Corporation, recorded in document 2017-14639, Deed Records, Johnson County, Texas (DRJCT), being a portion of the final plat of Easy Drive, 7th Street, and Klein Boulevard as recorded in Volume 11, Page 897, Plat Records, Johnson County, Texas, and being more particularly described as follows:

BEGINNING at the southeast corner of said 7th Street per Volume 11, Page 897, Plat Records, Johnson County, Texas;

THENCE across said Mansfield Economic Development Corporation tract, as follows:

South 29 degrees 26 minutes 01 seconds East, a distance of 1472.27 feet;

North 60 degrees 19 minutes 53 seconds East, a distance of 867.81 feet;

South 29 degrees 56 minutes 46 seconds East, a distance of 662.35 feet to the south line of said Mansfield Economic Development Corporation tract and a north line of a tract of land as described in deed to Set/Back Partners, recorded in Volume 2226, Page 464, DRJCT, from which a 5/8" rebar found at the most easterly northeast corner of said Set/Back Partners tract bears North 60 degrees 17 minutes 59 seconds East, 1332.83 feet;

THENCE South 60 degrees 17 minutes 59 seconds West, along the south line of said Mansfield Economic Development Corporation tract and said north line of said Set/Back Partners tract affected by Boundary Line Agreement recorded in Volume 3857, Page 277, DRJCT, at a distance of 554.7 feet passing a 1/2" rebar capped BEASLEY found, continuing a total distance of 999.53 feet to 5/8" rebar found at the southwest corner of said Mansfield Economic Development Corporation tract and a reentrant corner of said Set/Back Partners tract, from which a 1/2" rebar capped Pacheco Koch found bears South 22 degrees 50 minutes East, 4.4 feet;

THENCE North 29 degrees 42 minutes 59 seconds West, along the west line of said Mansfield Economic Development Corporation tract and a reentrant line of said Set/Back Partners tract, a distance of 863.10 feet (Set/Back Partners deed 863.24 feet, Mansfield deed 867.65 feet) to a 1-1/2" steel pipe found at the most northerly northeast corner of said Set/Back Partners tract, the southeast corner of a tract of land as described in deed to Ira T. Kimbrough and Andree E. Kimbrough Real Estate LLC, recorded in 2012-12986, DRJCT, and being an angle point in the west line of said Mansfield Economic Development Corporation tract;

THENCE North 29 degrees 25 minutes 30 seconds West, along the east line of said Kimbrough tract and the west line of said Mansfield Economic Development Corporation tract, a distance of 98.31 feet;

THENCE departing the east line of said Kimbrough tract, across said Mansfield Economic Development

Corporation tract, as follows:

North 60 degrees 34 minutes 04 seconds East, a distance of 40.04 feet;

North 29 degrees 26 minutes 01 seconds West, a distance of 1192.67 feet;

North 60 degrees 05 minutes 47 seconds East, at a distance of 20.03 feet passing the west line of said 7th Street, continuing a total distance of 105.04 feet to a 1/2" rebar capped Brittain - Crawford found at a R.O.W. clip corner in the south line of said Klein Boulevard;

THENCE South 15 degrees 24 minutes 18 seconds West, along a R.O.W. clip line, a distance of 21.33 feet to a 1/2" rebar capped Brittain - Crawford found at a R.O.W. clip corner in the east line of said 7th Street;

THENCE South 29 degrees 26 minutes 01 seconds East, along the east line of said 7th Street, a distance of 4.12 feet to the POINT OF BEGINNING and containing 807,605 square feet or 18.540 acres of land.

NOTE:

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

EXHIBIT B  
SITE PLAN OF DRAINAGE AND DETENTION FACILITIES

[TO BE ATTACHED]