

# North Collin Water Supply Corporation – City of McKinney

## POTABLE WATER PASS THROUGH AGREEMENT

THE STATE OF TEXAS                   §  
  §  
THE COUNTY OF COLLIN               §

THIS AGREEMENT (the “Agreement”) made and entered into as of this the 9<sup>th</sup> day of JANUARY, 2014, by and between the North Collin Water Supply Corporation, a Texas non-profit corporation organized and operating pursuant to Chapters 49 and 67 of the Texas Water Code, the City of McKinney, Texas, a Texas municipal corporation, and CH-B Trinity Falls, LP., a Texas Limited Partnership, hereinafter referred to collectively as the “Parties.”

### WITNESSETH:

- WHEREAS, CH-B Trinity Falls, LP, (“Owner”) is the owner of the real property located in Collin County, Texas (the “County”) depicted on Exhibit A and described by metes and bounds on Exhibits B-1, B-2, B-3 and B-4 (collectively, the “Property” or “Trinity Falls”);
- WHEREAS, the Property is located wholly within the extraterritorial jurisdiction (“ETJ”) of the City of McKinney, Texas (“City”), and not within the ETJ or corporate limits of any other town or city;
- WHEREAS, the City and Owner have entered into a development agreement for the development and annexation of the Property specifically including, but not limited to, the construction of public infrastructure required to serve the development of the Property (“Development Agreement”);
- WHEREAS, the Property is currently included within the North Collin Water Supply Corporation’s (“NCWSC”) retail water certificated area under Certificate of Convenience and Necessity No. 11035 (the “Water CCN”);
- WHEREAS, pursuant to that certain Settlement Agreement among NCWSC, the City, the City of Melissa and the City of Anna dated as of January 12, 2005 (the “Settlement Agreement”), the City is permitted to acquire NCWSC’s Water CCN for property located within the Remaining Territory (as such term is defined in the Settlement Agreement and used herein) upon payment to NCWSC of \$125.00 per acre for which such Water CCN is acquired in the Remaining Territory;
- WHEREAS, the Property is entirely located within the Remaining Territory and the City has obtained, or intends to obtain, the Water CCN for the Property;

- WHEREAS, the Owner and City intend that the City will be the retail provider of water service to the Property;
- WHEREAS, the City does not currently have a water main that extends to the Property from which the Property may be served;
- WHEREAS, the Development Agreement requires the Owner to extend a water main in a northerly direction along the alignment of future Hardin Boulevard (the “Future Hardin Line”) from an existing 36” diameter water main located in Hardin Boulevard north of Wilmeth Drive to the southwestern boundary of the Property (the “West Feed”) prior to obtaining the first building permit for development of the Property, which development is referred to as “Trinity Falls”;
- WHEREAS, construction of the Future Hardin Line in accordance with the Development Agreement will result in a dead end water line and/or a water line with very little flow until the development of Trinity Falls catches up with the volume of drinking water supplied by the Future Hardin Line;
- WHEREAS, dead end water lines and water lines that have low volumes of water flowing through them must be flushed out to assure required chlorine levels in the drinking water and high quality drinking water;
- WHEREAS, pursuant to a Potable Water Supply Contract dated June 22, 1995, and amended on August 27, 1998 (“Customer Contract”), North Collin purchases treated water from the North Texas Municipal Water District, hereinafter called “NTMWD,” a conservation and reclamation district created under Article 16, Section 59, of the Texas Constitution;
- WHEREAS, McKinney is a member city of NTMWD and purchases treated water from NTMWD pursuant to the NTMWD Regional Water Supply Facilities Amendatory Contract dated August 1, 1988 (“Regional Contract”);
- WHEREAS, NCWSC, the City, and NTMWD are currently in Stage 3 Drought restrictions regarding the use of water;
- WHEREAS, NCWSC has water supply lines in the vicinity of the Property that are capable of serving a portion of Trinity Falls;
- WHEREAS, the Parties desire to work together to conserve water and avoid flushing thousands of gallons of water through and out of the Future Hardin Line at least every thirty days until sufficient development is in place within Trinity Falls to eliminate the stagnation of drinking water in the Future Hardin Line;
- WHEREAS, the Parties have identified a temporary alternative that will allow deferral of construction of the Future Hardin Line and minimize the potential need to flush thousands of gallons of water out of the Future Hardin Line until development

within Trinity Falls is sufficient to utilize the volume of water that can be supplied through the Future Hardin Line;

WHEREAS, NCWSC, the City and NTMWD have entered into a separate Cooperative Service Agreement regarding the subject of this Agreement and its impacts upon the respective agreements and relationships between NCWSC and NTMWD and the City and NTMWD; and

WHEREAS, NCWSC and the City are authorized to enter into this Agreement pursuant to the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and other applicable laws;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein the Parties agree as follows:

1. RECITALS INCORPORATED. The Recitals set forth above are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

2. CONNECTION TO NCWSC LINE. NCWSC agrees to allow Owner, at Owner's sole cost and expense, to obtain all necessary easements for and design and construct water mains and subsurface vaults within which to install such water meters, valves and lines as may be necessary to establish one or two points-of-delivery along NCWSC's water line at or near the southwest corner of the Property as shown on Exhibit C attached hereto and incorporated herein by reference (the "Point-of-Delivery," whether one or more) that will allow Trinity Falls to temporarily receive potable water from and through the NCWSC water line. The water mains, subsurface vaults, meters, valves and all appurtenances thereto (collectively the "POD Equipment") shall be designed and constructed in strict conformity to the codes, rules and regulations of the City and shall be subject to the approval of the engineers for the City and NCWSC. The POD Equipment shall be so designed and constructed as to ultimately allow the flow of water to be reversed and permit NCWSC to utilize the Point-of-Delivery as a point of delivery in order for NCWSC to accept water from the City's potable water system to supply NCWSC water system west of U.S. 75. The Parties agree to discuss alternative points-of-delivery which are mutually beneficial to the Parties and which would not impair any rights hereunder, and all items from the original point of delivery agreement shall remain in effect with this Agreement.

3. WATER SUPPLY FOR SINGLE-FAMILY DWELLINGS. NCWSC agrees to allow Owner to utilize the Point-of-Delivery to provide potable water for up to a maximum of 450 single-family dwellings within Trinity Falls. Notwithstanding the foregoing, at such time as Owner pulls a building permit for the 300<sup>th</sup> single-family dwelling within Trinity Falls, NCWSC and City will evaluate then existing data regarding the volume of water used for the single-family dwellings and determine whether the volume of water used by Trinity Falls continues to be sustainable through NCWSC's water system.



4. FUTURE HARDIN LINE. Owner shall prior to the issuance of a building permit for the 450<sup>th</sup> single-family dwelling on the Property or at such lower threshold agreed upon by and between NCWSC and City, pursuant to Paragraph No. 3, obtain all easements for and design and construct the Future Hardin Line as provided in the Development Agreement. Upon connection of the Future Hardin Line to the water main serving the Property, Owner shall close the valves allowing Trinity Falls to obtain water through the NCWSC system and notify City and request a final reading of the meter measuring the flow of water from the NCWSC system serving Trinity Falls.

5. CONVERSION OF POINT-OF-DELIVERY. Following Owner's construction and connection of the Future Hardin Line to the water main serving Trinity Falls and the final reading of the meter reflecting usage of potable water by Trinity Falls, Owner shall reposition the POD Equipment, including all related meters, so as to allow the flow of water to be reversed and permit NCWSC to utilize the Point-of-Delivery as an access point to accept water from the City's potable water system to supply NCWSC's system west of U.S. 75. Upon completion, testing and acceptance of the repositioned POD Equipment for the purpose stated in the foregoing sentence, the point-of-delivery between the City and NCWSC located at Wilmeth Road and Texas Highway 5 with be discontinued and subsequently dismantled.

6. AGREEMENT NOT TO IMPAIR OTHER SERVICE. All water transported and delivered pursuant to this Agreement shall not impair the capacity or ability of either NCWSC (while supplying Trinity Falls) or City (while providing water to NCWSC) to provide for the requirements of their respective existing and future citizens and the projected utility infrastructure needs arising from development during the term of this Agreement. Extensions of the term of this Agreement shall be analyzed, in addition to other factors, on the effect that the continuation of this Agreement has on either NCWSC's or City's capacity or ability to serve its respective citizens and customers.

7. MEASURING EQUIPMENT. Owner shall furnish and install, at its sole expense, at the Point-of-Delivery the necessary metering equipment of a standard type approved by City and NCWSC for measuring properly the quantity of water delivered under this Agreement, and such Master Meter(s) and other equipment so installed shall become the property of City.

a. Access to Metering Equipment. NCWSC shall have access to such metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be done only by the employees or agents of City. For the purpose of this Agreement, the original record or reading of the meter shall be the journal or other record book of City in its office in which the records of the appropriate employees or agents of City are kept. Upon written request of the NCWSC, City will provide a copy of such journal or record book, or permit NCWSC to have access to the same in the office of City during reasonable business hours.

b. Reading of Metering Equipment; Use of Readings. City shall read the meters at the Point-of-Delivery on a monthly basis and promptly provide NTMWD with the monthly readings of the quantity of water provided to Trinity Falls (“Trinity Falls Quantity”). City will also test and calibrate or assist in the testing and calibration of the meters as may be necessary hereunder.

City will bill Owner, and/or individual water account holders within Trinity Falls, for the water used by Trinity Falls through the POD Equipment and thereafter for continuing water usage through the Future Hardin Line. Owner hereby agrees to pay such invoices in a timely fashion in accordance with City’s applicable ordinances, policies, and regulations for water service.

c. Testing Metering Equipment. Not more than once in any six month time period, City shall test its meter if requested in writing by NCWSC to do so, in the presence of a representative of NCWSC, and the parties shall jointly observe any adjustments which are made to the meter in case any adjustments shall be necessary. If NCWSC shall request of City in writing that it be present during the calibration of the meter, then City shall give NCWSC notice of the time when any such calibration is to be made and if a representative of NCWSC is not present at the time set, City may proceed with calibration and adjustment in the absence of any representative of NCWSC.

d. Variations in Readings. If either party at any time observes a variation between the delivery meter and the check meter or meters, if any such check meter or meters shall be installed, such party will promptly notify the other party, and the parties hereto shall then cooperate to procure an immediate calibration test and joint observation of any adjustment and the same meter or meters shall then be adjusted to accuracy. Each party shall give the other party forty-eight (48) hours’ notice of the time of all tests of meters so that the other party may conveniently have a representative present.

e. Adjusting for Inaccuracy. If upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If for any reason any meters are out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered through the period such meters are out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of water delivered during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by

calibration tests or mathematical calculation, or (ii) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

f. Extra Check Meters. NCWSC or City may, at its option and its own expense, install and operate a check meter to check each meter installed by Owner. The measurement of water for the purpose of this agreement shall be solely by the City meters, except in the cases hereinabove specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of NCWSC, but the reading, calibration and adjustment thereof shall be made only by City except during any period when a check meter may be used under the provisions hereof for measuring the amount of water delivered, in which case the reading, calibration, and adjustment thereof shall be made by City with like effect as if such check meter or meters had been furnished or installed by City.

8. UNIT OF MEASUREMENT. The unit of measurement for treated water delivered under this Agreement shall be 1,000 gallons of water, U.S. Standard Liquid Measure, or as otherwise mutually agreed by the Parties.

9. INDEMNIFICATION BY OWNER. **Owner agrees to indemnify and hold harmless NCWSC and City from and against any and all claims of third-parties arising out of the obligations and performance of this Agreement by the Parties, including any judgments, attorney's fees or costs.**

10. TERM OF AGREEMENT. This Agreement shall have a primary term commencing on the date set out in the first paragraph herein-above ("Commencement Date") and continue in force and effect for a period of ten (10) years after the Commencement Date. This Agreement will thereafter automatically renew for additional one (1) year terms until terminated by either City or NCWSC upon one hundred eighty (180) days written notice to the other entity and final reading of the applicable meters and adjustment of the accounts of NCWSC and City.

11. MODIFICATION. This Agreement may be changed or modified only in writing and with the consent of the governing bodies of both NCWSC and City.

12. FORCE MAJEURE. If by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, other than the obligation of Owner to make the payments required under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military



authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or on account of any other causes not reasonably within the control of the party claiming such inability.

13. INSURANCE. Owner agrees to carry and arrange for fire, casualty, public liability, and/or other insurance, including self-insurance, on the POD Equipment, and with City as an additional insured, for purposes and in amounts not less than \$1,000,000 on its property and utility systems which, as determined by City, ordinarily would be carried by a public utility district owning and operating such facilities, except that Owner shall not be required to provide liability insurance except to insure itself and City against risk of loss due to claims for which it can, in the opinion of City's legal counsel, be liable under the Texas Tort Claims Act or any similar law or judicial decision. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment, to minimize the interruption of the services of such facilities. All premiums for such insurance shall constitute an operation and maintenance expense of the Owner. The insurance coverage does not extend to any facility owned by City; however the coverage shall insure City against all claims arising out of this Agreement.

14. REGULATORY BODIES AND LAWS. This Agreement is subject to all applicable Federal and State Laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum, having jurisdiction.

15. NOTICES. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice" herein provided or permitted to be given, made, or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Owner, to:

CH-B Trinity Falls, LP  
Attn: Leisha Ehlert  
1111 West 11<sup>th</sup> Street  
Austin, Texas 78703  
E-Mail: le@castlehillco.com  
Fax: (512) 381-6131

Copy to: Vinson & Elkins  
Attn: Randy Jurgensmeyer  
2001 Ross Avenue, Suite 3700  
Dallas, Texas 75210  
E-mail: [rjurgensmeyer@velaw.com](mailto:rjurgensmeyer@velaw.com)  
Fax: (214) 999-7790

If to City, as follows:

City of McKinney, Texas  
Attn: City Manager  
P.O. Box 512  
McKinney, Texas 75069  
E-Mail: [jgray@mckinneytexas.org](mailto:jgray@mckinneytexas.org)  
Fax: (972) 547-2607

Copy to: Attn: City Attorney  
Mark Houser  
Brown & Hofmeister  
740 East Campbell Road, Suite 800  
Richardson, Texas 75081  
E-mail: [mhouser@bhlaw.net](mailto:mhouser@bhlaw.net)  
Fax: (214) 747-6111

If to NCWSC, as follows:

North Collin Water Supply Corporation  
Attn: System Administrator  
P.O. Box 343  
2333 Sam Rayburn Hwy.  
Melissa, Texas 75454-0343  
E-mail: [aknight@northcollinwsc.com](mailto:aknight@northcollinwsc.com)  
Fax (972) 837-2930

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other parties hereto.

16. SEVERABILITY. The Parties specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Agreement or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas, or the United States of America, or in contravention of any such laws or



constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Agreement or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly; however only if the remaining sections are consistent and structurally dependent on one another.


17. VENUE. All amounts due under this Agreement, including, but not limited to, payments due under this Agreement or damages for the breach of this Agreement, shall be paid and be due in Collin County, Texas, which is the County in which the principal administrative offices of City are located. It is specifically agreed by the Parties that Collin County, Texas, is the principal place of performance of this Agreement.

18. CONFLICTS WITH OTHER AGREEMENTS. To the extent that any of the provisions contained in this Agreement conflict with the provisions of any previous agreement entered into by and between the City and Owner or by and between City and NCWSC the terms and provisions of this Agreement shall control.

*[Signatures continued on following pages.]*

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the date of this Agreement.

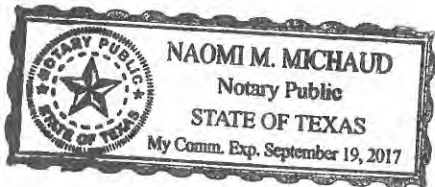
**CH-B TRINITY FALLS, LP**, a Texas limited partnership, by and through its General Partner **CH-B TRINITY FALLS, GP, LLC**, a Delaware limited liability company

By:   
LEISHA EHLERT  
Vice President

THE STATE OF TEXAS,  
COUNTY OF Collin

This instrument was acknowledged before me on the 26<sup>th</sup> day of February, 20 14, by LEISHA EHLERT, in her capacity as Vice President of CH-B TRINITY FALLS, GP, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that TRINITY FALLS, GP, LLC, is the General Partner of CH-B TRINITY FALLS, LP,, a Texas limited partnership, and that he executed the same on behalf of and as the act of the Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 26<sup>th</sup> DAY OF February, 20 14.



Naomi M. Michaud  
Notary Public, Collin County, Texas  
My commission expires: 09/19/17

CITY OF MCKINNEY, TEXAS



JASON GRAY  
City Manager

By Rob Daake, Deputy City Manager  
and authorized signatory

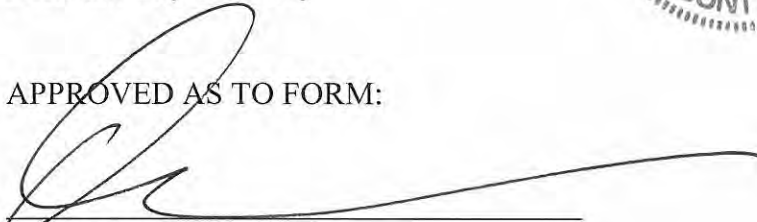
Attest:



SANDY HART, TRMC, MMC  
City Secretary  
BLANCA I. GARCIA  
Assistant City Secretary

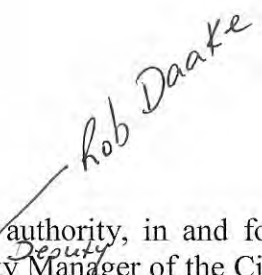


APPROVED AS TO FORM:



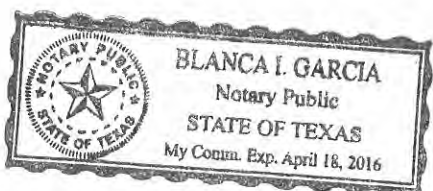
MARK HOUSER  
City Attorney

THE STATE OF TEXAS,  
COUNTY OF COLLIN



BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared ~~JASON GRAY~~ <sup>Deputy</sup> ~~City Manager~~ of the City of McKinney, a Texas Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 19<sup>th</sup> DAY OF February, 2014.



Blanca I. Garcia  
Notary Public, Collin County, Texas  
My commission expires: 4/18/16



**NORTH COLLIN WATER SUPPLY  
CORPORATION**

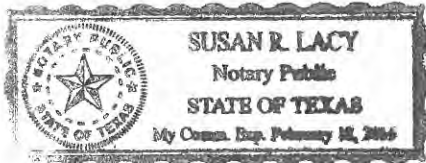


DUKE MONSON  
President

THE STATE OF TEXAS,  
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared DUKE MONSON, President of the North Collin Water Supply Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the Corporation's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 9<sup>th</sup> DAY OF JAN,  
20 14.



Susan R. Lacy  
Notary Public, Collin County, Texas  
My commission expires: 2/18/16

EXHIBIT A

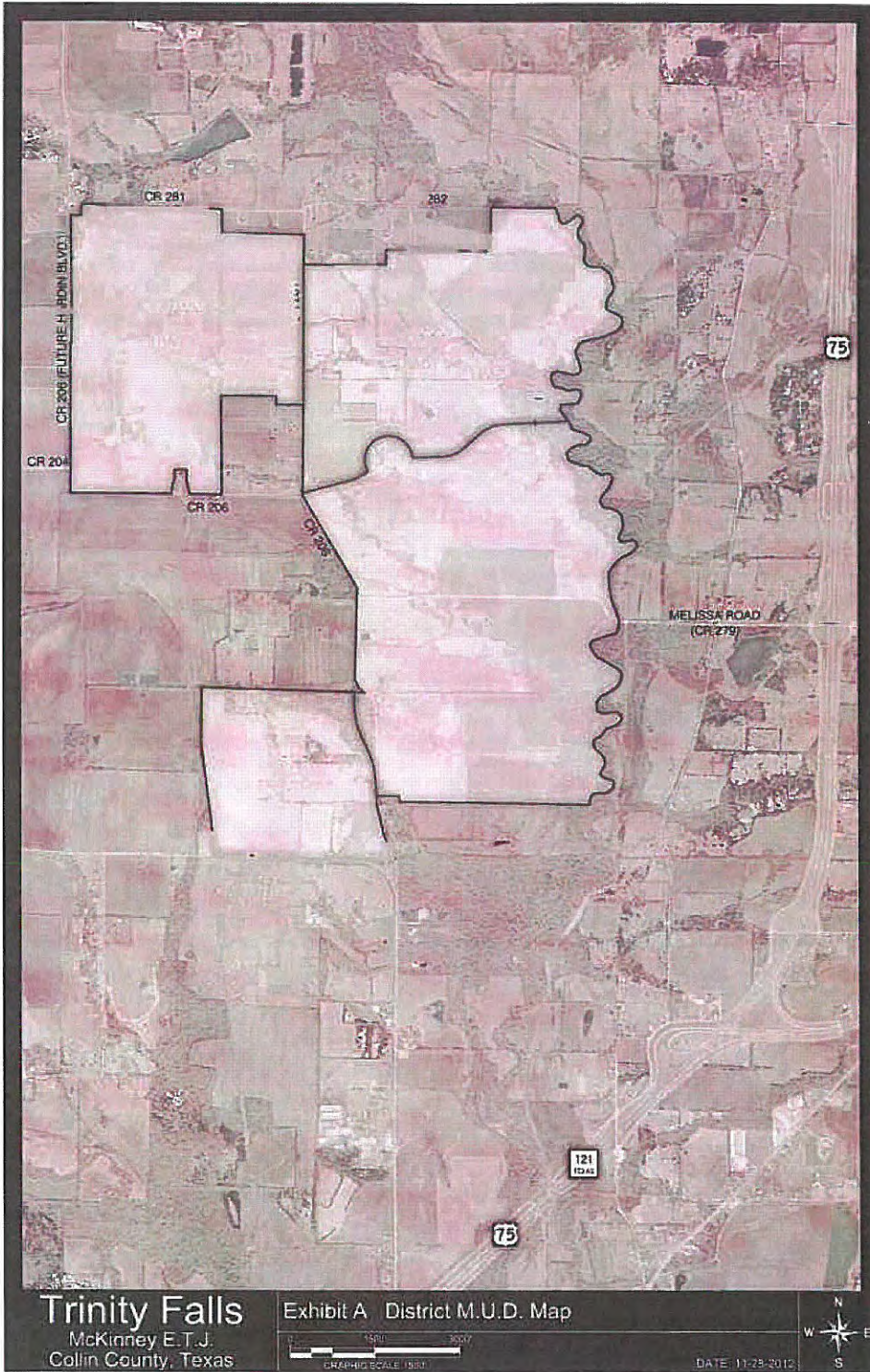




Exhibit B-1  
Legal Description  
673.759 acres  
(MUD 1/TRACT A)

BEING A 673.759 ACRE TRACT OF LAND SITUATED IN THE THOMAS BRUCE SURVEY, ABSTRACT NO. 103, THE JOHN EMBERSON SURVEY, ABSTRACT NO. 294 AND THE THOMAS LINDSAY SURVEY, ABSTRACT NO. 521, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 1113.084 ACRE TRACT OF LAND CONVEYED TO MA BB OWEN, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060616000829800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 182.711 ACRE TRACT OF LAND CONVEYED AS "TRACT 1", AND BEING ALL OF A CALLED 0.469 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344730, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 26.423 ACRE TRACT OF LAND CONVEYED AS "TRACT 1", AND BEING PART OF A CALLED 0.653 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344720, OFFICIAL PUBLIC RECORD, COLLIN COUNTY, TEXAS, SAID 673.759 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8946), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-8982), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND FOR AN OUTSIDE ELL CORNER OF SAID 1113.084 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF A CALLED 1 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO PROVINCE RES ESTATE HOLDING BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0005148, LAND RECORDS, COLLIN COUNTY, TEXAS, SAME BEING ON THE NORTH LINE OF A CALLED 57 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO PROVINCE RES ESTATE HOLDING BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0005148, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 06 DEGREES 29 MINUTES 28 SECONDS WEST, ALONG A WEST LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON EAST LINE OF AFORESAID 1 ACRE TRACT A DISTANCE OF 105.30 FEET TO A 3/8 INCH IRON ROD FOUND FOR AN INSIDE ELL CORNER OF SAID 1113.084 ACRE TRACT AND BEING THE NORTHEAST CORNER OF SAID 1 ACRE TRACT;

THENCE, NORTH 89 DEGREES 19 MINUTES 40 SECONDS WEST, ALONG A SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTH LINE OF AFORESAID 1 ACRE TRACT, PASSING AT A DISTANCE OF 381.99 FEET A 3/8 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 408.28 FEET TO A POINT FOR A SOUTHWEST CORNER OF SAID 1113.084 ACRE TRACT AND THE NORTHWEST CORNER OF SAID 1 ACRE TRACT, SAID POINT ALSO BEING ON THE EAST LINE OF SAID 26.423 ACRE TRACT AND THE COMMON APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, NORTH 00 DEGREES 34 MINUTES 35 SECONDS WEST, ALONG THE WEST LINE OF SAID 1113.084 ACRE TRACT, THE EAST LINE OF SAID 26.423 ACRE TRACT AND THE



COMMON APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 41.52 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 26.423 ACRE TRACT, SAID 0.653 ACRE TRACT AND SAID 182.711 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 02 DEGREES 57 MINUTES 15 SECONDS WEST, A DISTANCE OF 237.94 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22 DEGREES 02 MINUTES 58 SECONDS, A RADIUS OF 1450.00 FEET, A LONG CHORD THAT BEARS, NORTH 13 DEGREES 58 MINUTES 44 SECONDS WEST, A DISTANCE OF 554.58 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 558.01 FEET TO A POINT FOR CORNER;

NORTH 25 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 241.04 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26 DEGREES 38 MINUTES 26 SECONDS, A RADIUS OF 1450.00 FEET, A LONG CHORD THAT BEARS, NORTH 11 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE OF 668.15 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 674.20 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 38 MINUTES 13 SECONDS EAST, A DISTANCE OF 160.00 FEET TO A POINT FOR CORNER ON THE NORTH LINE OF SAID 182.711 ACRE TRACT AND BEING ON THE SOUTH LINE OF A CALLED 361.66 ACRE TRACT OF LAND CONVEYED TO HERITAGE FARM TRUST BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 98-0084317, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 88 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF AFORESAID 182.711 ACRE TRACT AND ALONG THE COMMON SOUTH LINE OF SAID 361.66 ACRE TRACT, A DISTANCE OF 172.26 FEET TO A PK NAIL SET ON THE WEST LINE OF AFORESAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206;

THENCE, ALONG THE WEST LINE OF SAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 206, THE FOLLOWING COURSES AND DISTANCES:

NORTH 47 DEGREES 40 MINUTES 01 SECONDS WEST, A DISTANCE OF 140.42 FEET TO A PK NAIL SET FOR CORNER;

NORTH 22 DEGREES 24 MINUTES 21 SECONDS WEST, A DISTANCE OF 161.50 FEET TO A PK NAIL SET FOR CORNER;

NORTH 01 DEGREES 38 MINUTES 13 SECONDS EAST, A DISTANCE OF 1615.59 FEET TO A 3/4 INCH IRON ROD FOUND FOR CORNER;

NORTH 30 DEGREES 25 MINUTES 03 SECONDS WEST, A DISTANCE OF 1907.40 FEET TO A PK NAIL SET FOR CORNER IN COLLIN COUNTY ROAD NO. 281 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

NORTH 88 DEGREES 57 MINUTES 17 SECONDS WEST, A DISTANCE OF 8.67 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 281;

NORTH 00 DEGREES 31 MINUTES 40 SECONDS EAST, A DISTANCE OF 53.37 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 1113.084 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 75 DEGREES 20 MINUTES 45 SECONDS EAST, A DISTANCE OF 877.21 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 17 DEGREES 46 MINUTES 00 SECONDS, A RADIUS OF 570.00 FEET, A LONG CHORD THAT BEARS, NORTH 66 DEGREES 27 MINUTES 46 SECONDS EAST, A DISTANCE OF 176.04 FEET,

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 176.75 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 34 MINUTES 46 SECONDS EAST, A DISTANCE OF 177.27 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 202 DEGREES 43 MINUTES 24 SECONDS, A RADIUS OF 430.00 FEET, A LONG CHORD THAT BEARS, NORTH 72 DEGREES 56 MINUTES 30 SECONDS EAST, A DISTANCE OF 843.15 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 1521.42 FEET TO A POINT FOR CORNER;

NORTH 88 DEGREES 18 MINUTES 14 SECONDS EAST, A DISTANCE OF 536.71 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 03 MINUTES 11 SECONDS, A RADIUS OF 570.00 FEET, A LONG CHORD THAT BEARS, NORTH 67 DEGREES 46 MINUTES 38 SECONDS EAST, A DISTANCE OF 399.73 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 408.41 FEET TO A POINT FOR CORNER;

NORTH 47 DEGREES 15 MINUTES 03 SECONDS EAST, A DISTANCE OF 379.74 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 39 DEGREES 50 MINUTES 38 SECONDS, A RADIUS OF 630.00 FEET, A LONG CHORD THAT BEARS, NORTH 67 DEGREES 10 MINUTES 22 SECONDS EAST, A DISTANCE OF 429.33 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 438.11 FEET TO A POINT FOR CORNER;



NORTH 87 DEGREES 05 MINUTES 41 SECONDS EAST, A DISTANCE OF 1162.77 FEET TO A POINT FOR CORNER IN THE CENTERLINE OF THE EAST FORK OF THE TRINITY RIVER;

THENCE ALONG THE CENTERLINE OF AFORESAID EAST FORK OF THE TRINITY RIVER THE FOLLOWING COURSES AND DISTANCES:

SOUTH 38 DEGREES 12 MINUTES 58 SECONDS EAST, A DISTANCE OF 14.58 FEET TO A POINT FOR CORNER;

SOUTH 23 DEGREES 36 MINUTES 46 SECONDS EAST, A DISTANCE OF 152.22 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 18 MINUTES 32 SECONDS EAST, A DISTANCE OF 197.85 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 18 MINUTES 14 SECONDS EAST, A DISTANCE OF 140.67 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 50 MINUTES 35 SECONDS EAST, A DISTANCE OF 70.23 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 16 MINUTES 01 SECONDS WEST, A DISTANCE OF 128.08 FEET TO A POINT FOR CORNER;

SOUTH 88 DEGREES 46 MINUTES 36 SECONDS WEST, A DISTANCE OF 114.66 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 15 MINUTES 18 SECONDS WEST, A DISTANCE OF 121.85 FEET TO A POINT FOR CORNER;

SOUTH 40 DEGREES 45 MINUTES 34 SECONDS WEST, A DISTANCE OF 145.62 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 129.56 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 18 MINUTES 02 SECONDS EAST, A DISTANCE OF 118.06 FEET TO A POINT FOR CORNER;

SOUTH 71 DEGREES 54 MINUTES 16 SECONDS EAST, A DISTANCE OF 144.48 FEET TO A POINT FOR CORNER;

SOUTH 83 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 100.92 FEET TO A POINT FOR CORNER;

SOUTH 47 DEGREES 56 MINUTES 19 SECONDS EAST, A DISTANCE OF 156.94 FEET TO A POINT FOR CORNER;

SOUTH 67 DEGREES 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 153.79 FEET TO A POINT FOR CORNER;



NORTH 61 DEGREES 13 MINUTES 24 SECONDS EAST, A DISTANCE OF 64.37 FEET TO A POINT FOR CORNER;

SOUTH 85 DEGREES 51 MINUTES 30 SECONDS EAST, A DISTANCE OF 65.53 FEET TO A POINT FOR CORNER;

SOUTH 41 DEGREES 34 MINUTES 58 SECONDS EAST, A DISTANCE OF 40.91 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 54 MINUTES 49 SECONDS EAST, A DISTANCE OF 29.69 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 11 MINUTES 20 SECONDS EAST, A DISTANCE OF 37.94 FEET TO A POINT FOR CORNER;

SOUTH 14 DEGREES 05 MINUTES 13 SECONDS WEST, A DISTANCE OF 62.62 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 25 MINUTES 18 SECONDS WEST, A DISTANCE OF 81.96 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 40 MINUTES 18 SECONDS WEST, A DISTANCE OF 234.69 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 54 MINUTES 14 SECONDS WEST, A DISTANCE OF 81.98 FEET TO A POINT FOR CORNER;

SOUTH 31 DEGREES 46 MINUTES 10 SECONDS EAST, A DISTANCE OF 104.64 FEET TO A POINT FOR CORNER;

SOUTH 56 DEGREES 34 MINUTES 36 SECONDS EAST, A DISTANCE OF 34.72 FEET TO A POINT FOR CORNER;

SOUTH 81 DEGREES 42 MINUTES 01 SECONDS EAST, A DISTANCE OF 110.27 FEET TO A POINT FOR CORNER;

SOUTH 67 DEGREES 09 MINUTES 59 SECONDS EAST, A DISTANCE OF 138.27 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 29 MINUTES 50 SECONDS EAST, A DISTANCE OF 105.30 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 20 MINUTES 33 SECONDS EAST, A DISTANCE OF 131.83 FEET TO A POINT FOR CORNER;

SOUTH 05 DEGREES 36 MINUTES 33 SECONDS WEST, A DISTANCE OF 102.37 FEET TO A POINT FOR CORNER;

SOUTH 33 DEGREES 06 MINUTES 41 SECONDS WEST, A DISTANCE OF 97.83 FEET TO A POINT FOR CORNER;

Exhibit B-1

Page 3

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SOUTH 13 DEGREES 16 MINUTES 04 SECONDS WEST, A DISTANCE OF 92.57 FEET TO A POINT FOR CORNER;

SOUTH 30 DEGREES 25 MINUTES 24 SECONDS EAST, A DISTANCE OF 39.87 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 06 MINUTES 56 SECONDS EAST, A DISTANCE OF 33.44 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 18 MINUTES 22 SECONDS EAST, A DISTANCE OF 35.43 FEET TO A POINT FOR CORNER;

NORTH 76 DEGREES 47 MINUTES 02 SECONDS EAST, A DISTANCE OF 171.81 FEET TO A POINT FOR CORNER;

SOUTH 62 DEGREES 02 MINUTES 58 SECONDS EAST, A DISTANCE OF 64.49 FEET TO A POINT FOR CORNER;

SOUTH 22 DEGREES 03 MINUTES 52 SECONDS EAST, A DISTANCE OF 76.90 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 33 MINUTES 13 SECONDS WEST, A DISTANCE OF 85.11 FEET TO A POINT FOR CORNER;

SOUTH 48 DEGREES 39 MINUTES 03 SECONDS WEST, A DISTANCE OF 86.15 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 28 MINUTES 51 SECONDS WEST, A DISTANCE OF 39.05 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 31 MINUTES 40 SECONDS WEST, A DISTANCE OF 142.65 FEET TO A POINT FOR CORNER;

SOUTH 44 DEGREES 15 MINUTES 01 SECONDS WEST, A DISTANCE OF 173.52 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 24 MINUTES 08 SECONDS WEST, A DISTANCE OF 183.38 FEET TO A POINT FOR CORNER;

SOUTH 03 DEGREES 40 MINUTES 02 SECONDS EAST, A DISTANCE OF 250.70 FEET TO A POINT FOR CORNER;

SOUTH 09 DEGREES 55 MINUTES 21 SECONDS EAST, A DISTANCE OF 203.25 FEET TO A POINT FOR CORNER;

SOUTH 12 DEGREES 13 MINUTES 26 SECONDS EAST, A DISTANCE OF 84.94 FEET TO A POINT FOR CORNER;

SOUTH 23 DEGREES 50 MINUTES 50 SECONDS EAST, A DISTANCE OF 173.87 FEET TO A POINT FOR CORNER;



SOUTH 16 DEGREES 37 MINUTES 27 SECONDS EAST, A DISTANCE OF 153.46 FEET TO A POINT FOR CORNER;

SOUTH 02 DEGREES 31 MINUTES 58 SECONDS WEST, A DISTANCE OF 62.97 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 10 MINUTES 42 SECONDS EAST, A DISTANCE OF 67.93 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 58 MINUTES 15 SECONDS WEST, A DISTANCE OF 31.06 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 59 MINUTES 35 SECONDS WEST, A DISTANCE OF 95.76 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 34 MINUTES 06 SECONDS WEST, A DISTANCE OF 219.32 FEET TO A POINT FOR CORNER;

SOUTH 72 DEGREES 18 MINUTES 27 SECONDS WEST, A DISTANCE OF 181.66 FEET TO A POINT FOR CORNER;

SOUTH 62 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 39.13 FEET TO A POINT FOR CORNER;

SOUTH 26 DEGREES 02 MINUTES 25 SECONDS WEST, A DISTANCE OF 76.21 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 15 MINUTES 13 SECONDS EAST, A DISTANCE OF 15.43 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 46 MINUTES 10 SECONDS EAST, A DISTANCE OF 146.70 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 38 MINUTES 48 SECONDS EAST, A DISTANCE OF 98.77 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 28 MINUTES 12 SECONDS EAST, A DISTANCE OF 90.87 FEET TO A POINT FOR CORNER;

SOUTH 58 DEGREES 46 MINUTES 14 SECONDS EAST, A DISTANCE OF 89.05 FEET TO A POINT FOR CORNER;

SOUTH 55 DEGREES 38 MINUTES 18 SECONDS EAST, A DISTANCE OF 81.34 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 13 MINUTES 57 SECONDS EAST, A DISTANCE OF 131.93 FEET TO A POINT FOR CORNER;

SOUTH 50 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 83.53 FEET TO A POINT FOR CORNER;



SOUTH 15 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 65.63 FEET TO A POINT FOR CORNER;

SOUTH 60 DEGREES 25 MINUTES 17 SECONDS WEST, A DISTANCE OF 38.95 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 46 MINUTES 24 SECONDS WEST, A DISTANCE OF 78.87 FEET TO A POINT FOR CORNER;

SOUTH 26 DEGREES 57 MINUTES 48 SECONDS WEST, A DISTANCE OF 85.04 FEET TO A POINT FOR CORNER;

SOUTH 53 DEGREES 42 MINUTES 03 SECONDS WEST, A DISTANCE OF 103.78 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 31 MINUTES 27 SECONDS WEST, A DISTANCE OF 81.58 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 55 MINUTES 50 SECONDS WEST, A DISTANCE OF 124.05 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 26 MINUTES 59 SECONDS WEST, A DISTANCE OF 70.28 FEET TO A POINT FOR CORNER;

SOUTH 32 DEGREES 20 MINUTES 11 SECONDS WEST, A DISTANCE OF 99.01 FEET TO A POINT FOR CORNER;

SOUTH 10 DEGREES 50 MINUTES 27 SECONDS WEST, A DISTANCE OF 37.28 FEET TO A POINT FOR CORNER;

SOUTH 01 DEGREES 02 MINUTES 10 SECONDS EAST, A DISTANCE OF 113.13 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 02 MINUTES 49 SECONDS EAST, A DISTANCE OF 36.57 FEET TO A POINT FOR CORNER;

SOUTH 71 DEGREES 45 MINUTES 23 SECONDS EAST, A DISTANCE OF 91.85 FEET TO A POINT FOR CORNER;

NORTH 39 DEGREES 05 MINUTES 15 SECONDS EAST, A DISTANCE OF 84.92 FEET TO A POINT FOR CORNER;

NORTH 75 DEGREES 55 MINUTES 22 SECONDS EAST, A DISTANCE OF 78.29 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 29 MINUTES 47 SECONDS EAST, A DISTANCE OF 86.59 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 37 MINUTES 20 SECONDS EAST, A DISTANCE OF 61.40 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 13 MINUTES 36 SECONDS EAST, A DISTANCE OF 83.75 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 22.63 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 56 MINUTES 54 SECONDS WEST, A DISTANCE OF 138.97 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 14 MINUTES 33 SECONDS WEST, A DISTANCE OF 148.31 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 57 MINUTES 04 SECONDS WEST, A DISTANCE OF 54.03 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 32 MINUTES 38 SECONDS WEST, A DISTANCE OF 119.53 FEET TO A POINT FOR CORNER;

SOUTH 56 DEGREES 50 MINUTES 51 SECONDS WEST, A DISTANCE OF 164.17 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 09 MINUTES 48 SECONDS WEST, A DISTANCE OF 75.03 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 31 MINUTES 58 SECONDS EAST, A DISTANCE OF 91.04 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 08 MINUTES 09 SECONDS EAST, A DISTANCE OF 65.53 FEET TO A POINT FOR CORNER;

SOUTH 48 DEGREES 45 MINUTES 48 SECONDS EAST, A DISTANCE OF 86.33 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 37 MINUTES 04 SECONDS EAST, A DISTANCE OF 80.56 FEET TO A POINT FOR CORNER;

SOUTH 14 DEGREES 39 MINUTES 59 SECONDS EAST, A DISTANCE OF 83.23 FEET TO A POINT FOR CORNER;

SOUTH 09 DEGREES 30 MINUTES 21 SECONDS WEST, A DISTANCE OF 47.73 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 12 MINUTES 38 SECONDS WEST, A DISTANCE OF 148.32 FEET TO A POINT FOR CORNER;

SOUTH 10 DEGREES 23 MINUTES 51 SECONDS WEST, A DISTANCE OF 54.05 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 54 MINUTES 18 SECONDS EAST, A DISTANCE OF 74.80 FEET TO A POINT FOR CORNER;

Exhibit B-1

Page 9

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SOUTH 68 DEGREES 03 MINUTES 59 SECONDS EAST, A DISTANCE OF 45.10 FEET TO A POINT FOR CORNER;

SOUTH 74 DEGREES 45 MINUTES 02 SECONDS EAST, A DISTANCE OF 120.98 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 58 MINUTES 42 SECONDS EAST, A DISTANCE OF 30.84 FEET TO A POINT FOR CORNER;

SOUTH 09 DEGREES 47 MINUTES 01 SECONDS EAST, A DISTANCE OF 26.13 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 19 MINUTES 51 SECONDS WEST, A DISTANCE OF 84.18 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 24 MINUTES 44 SECONDS WEST, A DISTANCE OF 68.56 FEET TO A POINT FOR CORNER;

SOUTH 58 DEGREES 05 MINUTES 12 SECONDS WEST, A DISTANCE OF 63.97 FEET TO A POINT FOR CORNER;

SOUTH 71 DEGREES 39 MINUTES 45 SECONDS WEST, A DISTANCE OF 48.06 FEET TO A POINT FOR CORNER;

NORTH 84 DEGREES 13 MINUTES 05 SECONDS WEST, A DISTANCE OF 97.44 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 06 MINUTES 14 SECONDS WEST, A DISTANCE OF 96.50 FEET TO A POINT FOR CORNER;

SOUTH 52 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 47.07 FEET TO A POINT FOR CORNER;

SOUTH 26 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 68.00 FEET TO A POINT FOR CORNER;

SOUTH 07 DEGREES 14 MINUTES 06 SECONDS WEST, A DISTANCE OF 107.55 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 1113.084 ACRE TRACT AND BEING THE NORTHEAST CORNER OF AFORESAID 57 ACRE TRACT;

THENCE, ALONG THE SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 57 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 88 DEGREES 57 MINUTES 19 SECONDS WEST, PASSING AT A DISTANCE OF 100.00 FEET A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 2153.25 FEET TO A 60D NAIL FOUND FOR CORNER;



NORTH 89 DEGREES 29 MINUTES 57 SECONDS WEST, A DISTANCE OF 1179.76 FEET TO THE POINT OF BEGINNING, AND CONTAINING 673.759 ACRES OF LAND, MORE OR LESS.

Exhibit B-1

Page 11

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Exhibit B-2  
Legal Description  
202.330 acres  
(MUD 1/TRACT B)

BEING A 202.362 ACRE TRACT OF LAND SITUATED IN THE JOHN EMBERSON SURVEY, ABSTRACT NO. 294, AND THE MEREDITH HART SURVEY, ABSTRACT NO. 371, COLLIN COUNTY, TEXAS, AND BEING PART OF A 0.469 ACRE TRACT CONVEYED AS "TRACT 2" AND A 182.711 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060718001344730, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND PART OF A 26.423 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" AND A 0.653 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344720, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 202.362 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-DF8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF AFORESAID 182.711 ACRE TRACT AND BEING THE NORTHEAST CORNER OF A CALLED 20.300 ACRE TRACT OF LAND CONVEYED TO TOM B. WILSON BY DEED RECORDED IN VOLUME 935, PAGE 598, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING ON THE SOUTH LINE OF A CALLED 361.66 ACRE TRACT OF LAND CONVEYED TO HERITAGE FARM TRUST BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 98-6084317, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 88 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF AFORESAID 182.711 ACRE TRACT AND ALONG THE COMMON SOUTH LINE OF AFORESAID 361.66 ACRE TRACT, A DISTANCE OF 2721.12 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 182.711 ACRE TRACT, SAID 0.469 ACRE TRACT AND SAID 26.423 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 01 DEGREES 38 MINUTES 13 SECONDS WEST, A DISTANCE OF 160.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26 DEGREES 38 MINUTES 26 SECONDS, A RADIUS OF 1450.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 11 DEGREES 41 MINUTES 00 SECONDS EAST, A DISTANCE OF 668.15 FEET;



ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 674.20 FEET TO A POINT FOR CORNER;

SOUTH 25 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 241.04 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22 DEGREES 02 MINUTES 58 SECONDS, A RADIUS OF 1450.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 13 DEGREES 58 MINUTES 44 SECONDS EAST, A DISTANCE OF 554.58 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 558.01 FEET TO A POINT FOR CORNER;

SOUTH 02 DEGREES 57 MINUTES 15 SECONDS EAST, A DISTANCE OF 237.94 FEET TO A POINT FOR CORNER ON THE EAST LINE OF SAID 26.423 ACRE TRACT AND BEING IN COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, SOUTH 00 DEGREES 34 MINUTES 35 SECONDS EAST, ALONG THE EAST LINE OF SAID 26.423 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 A DISTANCE OF 169.57 FEET TO A PK NAIL SET FOR THE SOUTHEAST CORNER OF SAID 26.423 ACRE TRACT AND A COMMON EAST CORNER OF SAID 182.711 ACRE TRACT;

THENCE, ALONG THE EAST LINE OF SAID 182.711 ACRE TRACT, AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 13 DEGREES 23 MINUTES 32 SECONDS EAST, A DISTANCE OF 619.60 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

SOUTH 26 DEGREES 26 MINUTES 21 SECONDS EAST, A DISTANCE OF 308.47 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES 30 MINUTES 28 SECONDS, A RADIUS OF 570.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 23 DEGREES 04 MINUTES 21 SECONDS EAST, A DISTANCE OF 124.18 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 124.43 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHEAST CORNER OF SAID 182.711 ACRE TRACT;



THENCE, ALONG THE SOUTH LINE OF AFORESAID 182.711 ACRE TRACT AND THE COMMON NORTH RIGHT-OF-WAY OF F.M. 543 (A VARIABLE WIDTH RIGHT-OF-WAY), THE FOLLOWING COURSES AND DISTANCES:

SOUTH 88 DEGREES 19 MINUTES 01 SECONDS WEST, PASSING AT A DISTANCE OF 21.52 FEET, A PK NAIL FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 887.99 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 65 DEGREES 16 MINUTES 00 SECONDS, A RADIUS OF 1870.34 FEET, A CHORD BEARING OF NORTH 89 DEGREES 02 MINUTES 59 SECONDS WEST, AND A CHORD LENGTH OF 171.86 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 171.92 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 86 DEGREES 24 MINUTES 59 SECONDS WEST, A DISTANCE OF 819.32 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 87 DEGREES 54 MINUTES 59 SECONDS WEST, A DISTANCE OF 1322.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHWEST CORNER OF AFORESAID 182.711 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF A CALLED 6.72 ACRE TRACT OF LAND CONVEYED TO GRAYSON-COLLIN ELECTRIC COOPERATIVE BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2000-0133812, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, ALONG THE WEST LINE OF AFORESAID 182.711 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 07 DEGREES 04 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF AFORESAID 6.72 ACRE TRACT, A DISTANCE OF 2005.98 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTH CORNER OF SAID 6.72 ACRE TRACT AND BEING ON THE EAST LINE OF AFORESAID 20.300 ACRE TRACT;

NORTH 00 DEGREES 53 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF AFORESAID 20.300 ACRE TRACT, A DISTANCE OF 986.32 FEET TO THE POINT OF BEGINNING, AND CONTAINING 202.362 ACRES OF LAND, MORE OR LESS.

SAVE AND EXCEPT A 0.032 ACRE TRACT OF LAND, BEING ALL OF A CALLED 0.03 ACRE TRACT OF LAND DESCRIBED AS "FAMILY BURIAL GROUNDS" IN DEED RECORDED IN VOLUME 294, PAGE 43, DEED RECORDS, COLLIN COUNTY, TEXAS.

SAID 0.032 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT 3/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF AFORESAID 182.82 ACRE TRACT AND BEING THE NORTHEAST CORNER OF AFORESAID 20.300 ACRE TRACT AND BEING ON THE SOUTH LINE OF AFORESAID 361.66 ACRE TRACT;

THENCE, SOUTH 88 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF SAID 182.82 ACRE TRACT AND ALONG THE COMMON SOUTH LINE OF SAID 361.66 ACRE TRACT, A DISTANCE OF 618.15 FEET TO A POINT;

THENCE, SOUTH 01 DEGREES 05 MINUTES 01 SECONDS WEST, OVER AND ACROSS SAID 182.82 ACRE TRACT, A DISTANCE OF 31.10 FEET TO A FENCE CORNER POST FOUND FOR THE POINT OF BEGINNING;

THENCE, CONTINUING OVER AND ACROSS SAID 182.82 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 39 MINUTES 44 SECONDS EAST, A DISTANCE OF 39.36 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

SOUTH 90 DEGREES 24 MINUTES 46 SECONDS EAST, A DISTANCE OF 35.96 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

NORTH 88 DEGREES 50 MINUTES 03 SECONDS WEST, A DISTANCE OF 40.28 FEET TO A FENCE CORNER POST FOUND FOR CORNER;

NORTH 01 DEGREES 05 MINUTES 01 SECONDS EAST, A DISTANCE OF 34.92 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.032 ACRES OF LAND, MORE OR LESS, LEAVING A NET ACREAGE OF 202.330 ACRES OF LAND, MORE OR LESS.



Exhibit B-3  
Legal Description  
(MUD 2/TRACT A)

BEING A 423.553 ACRE TRACT OF LAND SITUATED IN THE THOMAS BRUCE SURVEY, ABSTRACT NO. 103, THE THOMAS LINDSAY SURVEY, ABSTRACT NO. 521, COLLIN COUNTY, TEXAS, AND BEING ALL OF A CALLED 106.762 ACRE TRACT OF LAND CONVEYED TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344750, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING ALL OF A CALLED 118.259 ACRE TRACT OF LAND CONVEYED TO MA-BBO FIVE, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060918001344760, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 1113.084 ACRE TRACT OF LAND CONVEYED TO MA BB OWEN, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060616000829800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID 423.553 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-8982), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 106.762 ACRE TRACT AND THE NORTHEAST CORNER OF A 39.06 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THOMAS M. FRIS AS RECORDED IN COLLIN COUNTY CLERK'S FILE NO. 96-0104896, LAND RECORDS, COLLIN COUNTY, TEXAS, SAID POINT ALSO BEING ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO JOHN P. WALDEN & WIFE JANE WALDEN AS RECORDED IN VOLUME 551, PAGE 366 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE, ALONG COMMON LINES OF SAID 106.762 ACRE TRACT AND SAID WALDEN TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 11 MINUTES 59 SECONDS EAST, A DISTANCE OF 900.54 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

SOUTH 89 DEGREES 27 MINUTES 53 SECONDS EAST, A DISTANCE OF 161.43 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 81 DEGREES 20 MINUTES 49 SECONDS EAST, A DISTANCE OF 67.79 FEET TO THE NORTHEAST CORNER OF SAID 106.762 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF EAST FORK OF THE TRINITY RIVER;

THENCE, ALONG THE EAST PROPERTY LINE OF SAID 106.762 ACRE TRACT, AND WITH THE CENTERLINE OF AFORESAID EAST FORK OF THE TRINITY RIVER, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 20 DEGREES 21 MINUTES 50 SECONDS EAST, A DISTANCE OF 147.67 FEET TO A POINT FOR CORNER;



SOUTH 15 DEGREES 11 MINUTES 51 SECONDS EAST, A DISTANCE OF 121.20 FEET TO A POINT FOR CORNER;

SOUTH 53 DEGREES 55 MINUTES 47 SECONDS EAST, A DISTANCE OF 57.30 FEET TO A POINT FOR CORNER;

NORTH 81 DEGREES 40 MINUTES 31 SECONDS EAST, A DISTANCE OF 68.17 FEET TO A POINT FOR CORNER;

NORTH 55 DEGREES 58 MINUTES 51 SECONDS EAST, A DISTANCE OF 70.86 FEET TO A POINT FOR CORNER;

NORTH 50 DEGREES 52 MINUTES 37 SECONDS EAST, A DISTANCE OF 167.34 FEET TO A POINT FOR CORNER;

SOUTH 63 DEGREES 52 MINUTES 45 SECONDS EAST, A DISTANCE OF 76.94 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 20 MINUTES 33 SECONDS EAST, A DISTANCE OF 73.75 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 16 MINUTES 49 SECONDS WEST, A DISTANCE OF 61.92 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 28 MINUTES 37 SECONDS WEST, A DISTANCE OF 67.28 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 53 MINUTES 46 SECONDS WEST, A DISTANCE OF 70.84 FEET TO A POINT FOR CORNER;

SOUTH 04 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 98.68 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 59 MINUTES 37 SECONDS EAST, A DISTANCE OF 72.48 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 58 MINUTES 18 SECONDS EAST, A DISTANCE OF 131.77 FEET TO A POINT FOR CORNER;

SOUTH 03 DEGREES 11 MINUTES 20 SECONDS EAST, A DISTANCE OF 91.41 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 35 MINUTES 41 SECONDS WEST, A DISTANCE OF 188.59 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 55 MINUTES 44 SECONDS EAST, A DISTANCE OF 101.19 FEET TO A POINT FOR CORNER;

SOUTH 77 DEGREES 27 MINUTES 27 SECONDS EAST, A DISTANCE OF 101.27 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 08 MINUTES 21 SECONDS EAST, A DISTANCE OF 137.11 FEET TO A POINT FOR CORNER;

SOUTH 56 DEGREES 41 MINUTES 24 SECONDS EAST, A DISTANCE OF 136.45 FEET TO A POINT FOR CORNER;

SOUTH 41 DEGREES 28 MINUTES 51 SECONDS EAST, A DISTANCE OF 84.90 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 13 MINUTES 08 SECONDS EAST, A DISTANCE OF 239.45 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 49 MINUTES 08 SECONDS WEST, A DISTANCE OF 84.82 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 02 MINUTES 36 SECONDS WEST, A DISTANCE OF 120.85 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 50 MINUTES 36 SECONDS WEST, A DISTANCE OF 106.92 FEET TO A POINT FOR CORNER;

SOUTH 04 DEGREES 08 MINUTES 50 SECONDS WEST, A DISTANCE OF 83.94 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 46 MINUTES 39 SECONDS EAST, A DISTANCE OF 70.50 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 20 MINUTES 11 SECONDS EAST, A DISTANCE OF 154.89 FEET TO A POINT FOR CORNER;

SOUTH 57 DEGREES 43 MINUTES 24 SECONDS EAST, A DISTANCE OF 104.47 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 103.87 FEET TO A POINT FOR CORNER;

SOUTH 30 DEGREES 16 MINUTES 36 SECONDS WEST, A DISTANCE OF 92.56 FEET TO A POINT FOR CORNER;

SOUTH 48 DEGREES 18 MINUTES 00 SECONDS WEST, A DISTANCE OF 95.11 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 48 MINUTES 37 SECONDS WEST, A DISTANCE OF 115.06 FEET TO A POINT FOR CORNER;

SOUTH 63 DEGREES 46 MINUTES 10 SECONDS WEST, A DISTANCE OF 108.90 FEET TO A POINT FOR CORNER;

SOUTH 74 DEGREES 52 MINUTES 48 SECONDS WEST, A DISTANCE OF 108.83 FEET TO A POINT FOR CORNER;



SOUTH 80 DEGREES 20 MINUTES 18 SECONDS WEST, A DISTANCE OF 130.42 FEET TO A POINT FOR CORNER;

SOUTH 77 DEGREES 33 MINUTES 24 SECONDS WEST, A DISTANCE OF 159.57 FEET TO A POINT FOR CORNER;

SOUTH 49 DEGREES 37 MINUTES 34 SECONDS WEST, A DISTANCE OF 79.64 FEET TO A POINT FOR CORNER;

SOUTH 30 DEGREES 51 MINUTES 57 SECONDS WEST, A DISTANCE OF 127.68 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 15 MINUTES 52 SECONDS EAST, A DISTANCE OF 88.75 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 25 MINUTES 34 SECONDS EAST, A DISTANCE OF 191.80 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 27 MINUTES 55 SECONDS EAST, A DISTANCE OF 92.30 FEET TO A POINT FOR CORNER;

SOUTH 39 DEGREES 42 MINUTES 15 SECONDS WEST, A DISTANCE OF 84.38 FEET TO A POINT FOR CORNER;

SOUTH 80 DEGREES 08 MINUTES 27 SECONDS WEST, A DISTANCE OF 92.47 FEET TO A POINT FOR CORNER;

NORTH 75 DEGREES 29 MINUTES 03 SECONDS WEST, A DISTANCE OF 181.83 FEET TO A POINT FOR CORNER;

NORTH 78 DEGREES 44 MINUTES 38 SECONDS WEST, A DISTANCE OF 106.12 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 37 MINUTES 05 SECONDS WEST, A DISTANCE OF 80.67 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 46 MINUTES 24 SECONDS WEST, A DISTANCE OF 87.62 FEET TO A POINT FOR CORNER;

SOUTH 14 DEGREES 45 MINUTES 22 SECONDS EAST, PASSING AT A DISTANCE OF 71.19 FEET THE SOUTHEAST CORNER OF SAID 106.762 ACRE TRACT, SAME BEING A NORTHEAST CORNER OF AFORESAID 1113.084 ACRE TRACT, CONTINUING WITH THE CENTERLINE OF SAID EAST FORK OF THE TRINITY RIVER AND THE EAST PROPERTY LINE OF SAID 1113.084 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 120.37 FEET TO A POINT FOR CORNER;

THENCE, CONTINUING WITH THE CENTERLINE OF SAID EAST FORK OF THE TRINITY RIVER AND ALONG THE EAST PROPERTY LINE OF SAID 1113.084 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 34 DEGREES 39 MINUTES 08 SECONDS EAST, A DISTANCE OF 74.62 FEET TO A POINT FOR CORNER;

SOUTH 84 DEGREES 34 MINUTES 58 SECONDS EAST, A DISTANCE OF 126.28 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 27 MINUTES 27 SECONDS EAST, A DISTANCE OF 133.32 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 35 MINUTES 21 SECONDS EAST, A DISTANCE OF 110.32 FEET TO A POINT FOR CORNER;

SOUTH 75 DEGREES 11 MINUTES 25 SECONDS EAST, A DISTANCE OF 99.44 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 58 MINUTES 48 SECONDS EAST, A DISTANCE OF 54.42 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 07 MINUTES 16 SECONDS WEST, A DISTANCE OF 82.33 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 19 MINUTES 44 SECONDS WEST, A DISTANCE OF 114.95 FEET TO A POINT FOR CORNER;

SOUTH 85 DEGREES 30 MINUTES 45 SECONDS WEST, A DISTANCE OF 291.84 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 46 MINUTES 06 SECONDS WEST, A DISTANCE OF 95.18 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 121.86 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 12 MINUTES 58 SECONDS EAST, A DISTANCE OF 130.83 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 1113.084 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 87 DEGREES 05 MINUTES 41 SECONDS WEST, A DISTANCE OF 1162.77 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39 DEGREES 50 MINUTES 38 SECONDS, A RADIUS OF 630.00 FEET, A LONG CHORD THAT BEARS, SOUTH 67 DEGREES 10 MINUTES 22 SECONDS WEST, A DISTANCE OF 429.33 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 438.11 FEET TO A POINT FOR CORNER;

SOUTH 47 DEGREES 15 MINUTES 03 SECONDS WEST, A DISTANCE OF 379.74 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 41 DEGREES 03 MINUTES 11 SECONDS, A



RADIUS OF 570.00 FEET, A LONG CHORD THAT BEARS, SOUTH 67 DEGREES 46 MINUTES 38 SECONDS WEST, A DISTANCE OF 399.73 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 408.41 FEET TO A POINT FOR CORNER;

SOUTH 88 DEGREES 18 MINUTES 14 SECONDS WEST, A DISTANCE OF 536.71 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 202 DEGREES 43 MINUTES 24 SECONDS, A RADIUS OF 430.00 FEET, A LONG CHORD THAT BEARS, SOUTH 72 DEGREES 56 MINUTES 30 SECONDS WEST, A DISTANCE OF 843.15 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 1521.42 FEET TO A POINT FOR CORNER;

SOUTH 57 DEGREES 34 MINUTES 46 SECONDS WEST, A DISTANCE OF 177.27 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17 DEGREES 46 MINUTES 00 SECONDS, A RADIUS OF 570.00 FEET, A LONG CHORD THAT BEARS, SOUTH 66 DEGREES 27 MINUTES 46 SECONDS WEST, A DISTANCE OF 176.04 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 176.75 FEET TO A POINT FOR CORNER;

SOUTH 75 DEGREES 20 MINUTES 45 SECONDS WEST, A DISTANCE OF 877.21 FEET TO A POINT FOR CORNER IN THE WEST LINE OF SAID 1113.084 ACRE TRACT, SAME BEING THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 281 (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 00 DEGREES 31 MINUTES 40 SECONDS EAST, ALONG THE WEST LINE OF SAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 281, A DISTANCE OF 1574.34 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN INSIDE ELL CORNER OF SAID 1113.084 ACRE TRACT AND THE NORTHEAST CORNER OF A CALLED 3.000 ACRE TRACT OF LAND CONVEYED TO TERRY L. HERTWICK AND ROSE ETTA JONES BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0001673, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 00 DEGREES 04 MINUTES 47 SECONDS EAST, OVER AND ACROSS SAID 1113.084 ACRE TRACT, CONTINUING ALONG THE APPROXIMATE CENTERLINE OF SAID COLLIN COUNTY ROAD NO. 281, A DISTANCE OF 2505.18 FEET TO A POINT FOR AN INSIDE ELL CORNER OF SAID 1113.084 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 21 MINUTES 54 SECONDS EAST, ALONG THE NORTH LINE OF SAID 1113.084 ACRE TRACT, PASSING AT A DISTANCE OF 40.00 FEET A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 1290.73 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE A NORTHEAST CORNER OF SAID 1113.084 ACRE TRACT AND BEING ON THE WEST LINE OF SAID 118.259 ACRE TRACT;

THENCE, NORTH 00 DEGREES 11 MINUTES 31 SECONDS WEST, ALONG THE WEST LINE OF SAID 118.259 ACRE TRACT, A DISTANCE OF 15.14 FEET TO A 1/2 INCH IRON ROD FOUND FOR A NORTHWEST CORNER OF SAID 118.259 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 1.071 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ANITA L. GRAY AND HUSBAND, JIMMY L. GRAY AS RECORDED IN COLLIN COUNTY CLERK'S FILE NO. 94-0054427 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 10 MINUTES 20 SECONDS EAST, ALONG THE SOUTH LINE OF AFORESAID 1.071 ACRE TRACT, A DISTANCE OF 182.65 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHEAST CORNER OF SAID 1.071 ACRE TRACT;

THENCE NORTH 00 DEGREES 11 MINUTES 36 SECONDS WEST, ALONG THE EAST LINE OF AFORESAID 1.071 ACRE TRACT, A DISTANCE OF 254.52 FEET TO A POINT FOR CORNER, FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS NORTH 00 DEGREES 11 MINUTES 36 SECONDS WEST, A DISTANCE OF 0.64 FEET, SAID POINT BEING IN THE SOUTH LINE OF A CALLED 10.000 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CABE W. CHADICK AS RECORDED IN COLLIN COUNTY CLERK'S FILE NO. 2000-0095879 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 20 MINUTES 27 SECONDS EAST, ALONG THE NORTH LINE OF SAID 118.259 ACRE TRACT, THE SOUTH LINE OF SAID 10.000 ACRE TRACT, THE SOUTH LINE OF AFORESAID 39.06 ACRE TRACT, A DISTANCE OF 1856.29 FEET TO A 3/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID THOMAS M. FRIS TRACT;

THENCE, NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, ALONG THE WEST LINE OF SAID 106.762 ACRE TRACT AND THE EAST LINE OF SAID THOMAS M. FRIS TRACT, A DISTANCE OF 794.23 FEET TO THE POINT OF BEGINNING, AND CONTAINING 423.553 ACRES OF LAND, MORE OR LESS.



Exhibit B-4  
Legal Description  
407.211 acres  
(MUD 2/TRACT B)

BEING A 407.211 ACRE TRACT OF LAND SITUATED IN THE JOHN LARIMON SURVEY, ABSTRACT NO. 530, AND THE THOMAS BRUCE SURVEY, ABSTRACT NO. 103, COLLIN COUNTY, TEXAS, AND BEING PART OF A 158.524 ACRE TRACT OF LAND CONVEYED TO MA-BBO FIVE, L.P. BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060718001344740, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING PART OF A 1113.084 ACRE TRACT OF LAND CONVEYED TO MA BB OWEN, L.P. BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20060616000829800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS SAID 407.211 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 320, 2005, CALCULATED FROM DENTON CORS ARP (PID-DF8986), ARLINGTON RRP2 CORS ARP (PID-DF 5387) AND COLLIN CORS ARP (PID-8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT AT A NORTHWEST CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF A CALLED 0.998 ACRE TRACT OF LAND CONVEYED TO CHAMBERVILLE CEMETERY ASSOCIATION BY DEED RECORDED IN VOLUME 2034, PAGE 573, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING IN COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE NORTH 89 DEGREES 45 MINUTES 16 SECONDS EAST, ALONG THE SOUTH LINE OF AFORESAID 0.998 ACRE TRACT, PASSING AT A DISTANCE OF 9.74 FEET A 5/8 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 188.45 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR AN INSIDE ELL CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF SAID 0.998 ACRE TRACT;

THENCE NORTH 00 DEGREES 55 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF AFORESAID 0.998 ACRE TRACT PASSING AT A DISTANCE OF 177.66 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 206.50 FEET TO A POINT FOR A NORTHEAST CORNER OF SAID 0.998 ACRE TRACT AND BEING A NORTHWEST CORNER OF AFORESAID 1113.084 ACRE TRACT AND BEING IN THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 281 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE ALONG THE NORTH LINE OF AFORESAID 1113.084 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281 THE FOLLOWING COURSES AND DISTANCES:



TEXAS AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 281, A DISTANCE OF 537.51 FEET TO A POINT FOR THE CORNER;

THENCE, SOUTH 00 DEGREES 04 MINUTES 47 SECONDS WEST, OVER AND ACROSS SAID 1113.084 ACRE TRACT, A DISTANCE OF 2505.18 FEET TO A 1/2 INCH IRON ROD FOUND ON A SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A CALLED 3.000 ACRE TRACT OF LAND CONVEYED TO TERRY L. HARTWICK AND ROSE ETTA JONES BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2002-0001673, LAND RECORDS, COLLIN COUNTY, TEXAS;  
THENCE, NORTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 1113.084 ACRE TRACT, AND THE COMMON NORTH LINE OF SAID 3.000 ACRE TRACT, A DISTANCE OF 484.37 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER ON THE EAST LINE OF A 19.33 ACRE TRACT OF LAND CONVEYED TO TERRY L. HARTWICK AND ROSE ETTA JONES BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 94-0065235, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 00 DEGREES 14 MINUTES 32 SECONDS WEST, A DISTANCE OF 154.99 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 19.33 ACRE TRACT;

THENCE, NORTH 89 DEGREES 39 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 1113.084 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 19.33 ACRE TRACT, A DISTANCE OF 988.76 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER ON THE EAST LINE OF SAID 158.524 ACRE TRACT;

THENCE, SOUTH 00 DEGREES 26 MINUTES 33 SECONDS EAST, ALONG THE EAST LINE OF SAID 158.524 ACRE TRACT AND THE COMMON WEST LINES OF SAID 19.33 ACRE TRACT AND A CALLED 11.06 ACRE TRACT OF LAND CONVEYED TO HUGH P. McADAMS BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 92-0003436, LAND RECORDS, COLLIN COUNTY, TEXAS, A DISTANCE OF 1763.02 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 158.524 ACRE TRACT AND BEING IN THE SOUTHWEST CORNER OF SAID 11.06 ACRE TRACT AND BEING IN THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NO. 206 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY) AND BEING ON THE NORTH LINE OF A CALLED 72 ACRE TRACT OF LAND CONVEYED TO J.L. MELL, BEVERLY ANN ALLEN & NANCY JO. LAWRENCE BY DEED RECORDED IN COUNTY CLERKS' FILE NO. 2000-0101341, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 36 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON NORTH LINE OF AFORESAID 72 ACRE TRACT AND ALONG THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206 A DISTANCE OF 576.42 FEET TO A POINT FOR AN ELL CORNER OF SAID 158.524 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF THE REMAINDER OF A TRACT OF LAND CONVEYED TO



SOUTH 46 DEGREES 23 MINUTES 42 SECONDS WEST, A DISTANCE OF 10.70 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 14 DEGREES 06 MINUTES 56 SECONDS WEST, A DISTANCE OF 10.35 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 01 DEGREES 47 MINUTES 24 SECONDS WEST, A DISTANCE OF 81.41 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 19 DEGREES 38 MINUTES 16 SECONDS EAST, A DISTANCE OF 10.39 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 52 DEGREES 48 MINUTES 19 SECONDS EAST, A DISTANCE OF 10.82 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 76 DEGREES 36 MINUTES 21 SECONDS EAST, A DISTANCE OF 10.30 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 02 DEGREES 21 MINUTES 20 SECONDS WEST, A DISTANCE OF 25.12 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 47 DEGREES 10 MINUTES 36 SECONDS WEST, A DISTANCE OF 33.81 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 47 MINUTES 06 SECONDS EAST, A DISTANCE OF 63.78 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 44 DEGREES 58 MINUTES 54 SECONDS WEST, A DISTANCE OF 31.86 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 34 MINUTES 55 SECONDS EAST, A DISTANCE OF 65.94 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 48 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 30.58 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 40 MINUTES 17 SECONDS EAST, PASSING AT A DISTANCE OF 66.78 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 95.05 FEET TO A POINT FOR AN ELL CORNER OF AFORESAID 158.524 ACRE TRACT AND THE SOUTHWEST CORNER OF AFORESAID REMAINDER MOTSENBACKER TRACT AND BEING ON THE NORTH LINE OF A CALLED 36.145 ACRE TRACT OF LAND CONVEYED TO CAROLYN PUTNEY BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2003-0016137, LAND RECORDS, COLLIN COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO.206;

THENCE NORTH 89 DEGREES 36 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON NORTH LINE OF AFORESAID 36.145 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 1762.31 FEET TO A POINT FOR CORNER;

THENCE NORTH 00 DEGREES 08 MINUTES 15 SECONDS WEST, PASSING AT A DISTANCE OF 26.32 FEET A 1/2 INCH IRON ROD FOUND FOR WITNESS, CONTINUING ALONG THE WEST LINE OF AFORESAID 158.524 ACRE TRACT AND THE COMMON EAST LINE OF THE FOLLOWING TRACTS, A CALLED 22.030 ACRE TRACT OF LAND CONVEYED TO BILLY J. DRURY, ET AL BY DEED RECORDED IN VOLUME 1043, PAGE 346, DEED RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 22.030 ACRE TRACT OF LAND CONVEYED TO JIMMIE L. DRURY BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2003-0050252, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 3.67 ACRE TRACT OF LAND CONVEYED TO RODNEY C. NIXON BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 93-0108403, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 3.67 ACRE TRACT OF LAND CONVEYED TO RODNEY C. NIXON BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 93-0108402, LAND RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 11.015 ACRE TRACT OF LAND CONVEYED TO QUIDA NIXON BY DEED RECORDED IN VOLUME 1043, PAGE 338, DEED RECORDS, COLLIN COUNTY, TEXAS AND A CALLED 11.015 ACRE TRACT OF LAND CONVEYED TO DEAN ANDERSON BY DEED RECORDED IN VOLUME 1043, PAGE 333, DEED RECORDS, COLLIN COUNTY, TEXAS AND ALONG THE APPROXIMATE CENTERLINE OF AFORESAID COLLIN COUNTY ROAD NO. 206, A DISTANCE OF 2672.26 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 88 DEGREES 53 MINUTES 46 SECONDS EAST, A DISTANCE OF 19.61 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHWEST CORNER OF SAID 1113.084 ACRE TRACT;

THENCE ALONG THE WEST LINE OF AFORESAID 1113.084 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 00 DEGREES 12 MINUTES 11 SECONDS WEST, A DISTANCE OF 1035.01 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 50 MINUTES 11 SECONDS WEST, A DISTANCE OF 1248.29 FEET TO THE POINT OF BEGINNING, AND CONTAINING 407.211 ACRES OF LAND, MORE OR LESS.



**EXHIBIT C**  
**Depiction of Point of Delivery Location**



# DOCUMENT CONTROL

Contract **13-** 4858

<b>From</b>	Naomi Michaud	<b>Dept.</b>	Engineering	<b>Ext.</b>	2696
<b>Name of Document</b>	Potable Water Pass Through Agreement				
<b>Contract Description</b>	North Collin Water Supply Corporation, City of McKinney & CH-B Trinity Falls, LP				
<b>Document Type</b>	Agreements	<b># of Documents</b>	3		

**Approved in Budget**      **Account Number** \_\_\_\_\_

If not budgeted but approved by City Council, include:

<b>Date Approval</b>		<b>Amount</b>		<b>Agenda Item Number</b>	13-1285
<b>Project Name</b>		<b>Project Number</b>			
<b>Bid No</b>		<b>Contract Value</b>			
<b>Start Date</b>		<b>Comments</b>	Agreement is being routed on behalf of Michael Hebert. <i>Approved at the December 17 Council Meeting</i>		
<b>End Date</b>					

### ROUTING

Please initial, date and forward to the next person checked for signature in the order shown below:

Check box for required signatures:	Initials	Date
<input checked="" type="checkbox"/> Executive Director	<i>BS</i>	2/13/14
<input type="checkbox"/> Purchasing Manager		
<input type="checkbox"/> CIO		
<input type="checkbox"/> Risk Manager		
<input type="checkbox"/> Human Resources Director		
<input type="checkbox"/> Budget Director		
<input type="checkbox"/> Chief Financial Officer	<i>[Signature]</i>	2/18/14
<input type="checkbox"/> Grant Administrator		
<input checked="" type="checkbox"/> City Attorney	<i>M</i>	2/19/14
<input type="checkbox"/> Mayor		
<input checked="" type="checkbox"/> City Manager	<i>RD</i>	2-19-14
<input checked="" type="checkbox"/> Notary	<i>BA</i>	2-19-14
<input checked="" type="checkbox"/> City Secretary	<i>SJA</i>	2-20-14

**Return To:** Naomi Michaud

**Return Date** 2/19/2014

**Received City Secretary** \_\_\_\_\_

**Date Stamp** 2/12/2014 4:40:22 PM